



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:

SARAH PALMER
NAME

SASA'S HOUSE, LLC
BUSINESS NAME

174 PLYMOUTH ST
BUSINESS ADDRESS

BUSINESS TELEPHONE & E-MAIL

OWNER
APPLICANT'S RIGHT/TITLE/INTEREST

R-3 RESIDENTIAL ZONE
CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY: RESIDENTIAL

TYPE OF CONDITIONAL USE PROPOSED: RESIDENTIAL USE WITH DAYCARE - MAXIMUM
OF TWELVE CHILDREN

Subject Property Information:

174 PLYMOUTH ST
PROPERTY ADDRESS

345 A001001
CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (If Different)

ADDRESS (If Different)

207-671-0636 SARAHPALMERTOOGMAIL.COM
PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY
SECTION 14- _____

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

4/29/16
DATE

4/29/2016

Sarah Palmer

174 Plymouth St.

Portland, Me 04103

sarahpalmertoo@gmail.com

207-671-0636

To the Portland Zoning Board of Appeals:

Please consider this cover letter as a proposal for future plans for 174 Plymouth St, Portland, Me. I, Sarah Palmer, would like to use the property as a residential daycare facility. The reason for the appeal is that I would like to extend the maximum capacity of children from 6 to 12.

Below is a point by point explanation of how I will meet each applicable zone conditional use standard from the zoning ordinance in addition to the three basic conditional use standards on the front of the application form.

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

I, Sarah Palmer, will also reside at 174 Plymouth St.

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

The maximum capacity for the daycare will be twelve children.

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

There are no residences to the back or right side of the property. The outdoor play area will be in the side yard to the right of the house, and will be enclosed at the front and far side by a 4' cedar picket fence, and the back by a 6' stockade fence. The entire back property line of 174 Plymouth will be lined with 130' of 6' stockade fence with 2 1/2" galvanized steel posts along the back property line. The neighbor to the left side of 174 Plymouth will be screened from the outdoor play area by the house structure. The neighbor in front of the property across the street from the outdoor play area will be screened by the picket fence.

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

Solid waste containers will be covered and screened on all four sides by fencing and will be located at the back of the house.

5. Day care facilities, home babysitting uses, nursery schools and kindergartens located either in structures that have been in residential use within the past five (5) years or in existing accessory structures and that serve between thirteen (13) and twenty-four (24) children shall meet the following additional standards:

N/A. The daycare will have a maximum capacity of twelve children.

From the conditional use appeals application

- 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*

The daycare's hours of operation will be from 7:00 AM to 5:30 PM. Traffic will be slightly greater along Plymouth Street during hours of pickup and dropoff ; aside from those times, changes in traffic flow will be negligible. There has been no addition to the number of parking spaces already at the premise nor has there been any change in the expanse of pavement.

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*

The addition of twelve children on the property between the hours of 7:00 AM and 5:30 PM will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter.

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.*

The addition of twelve children on the property between the hours of 7:00 AM and 5:30 PM will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone. We do not plan to have any additional landscaping or screening, aside from fencing surrounding the play area. There will be no signage. Waste generated will be in closed containers and screened on all four sides in the back of the house structure. There will be no materials storage and arrangement of structures will not change.

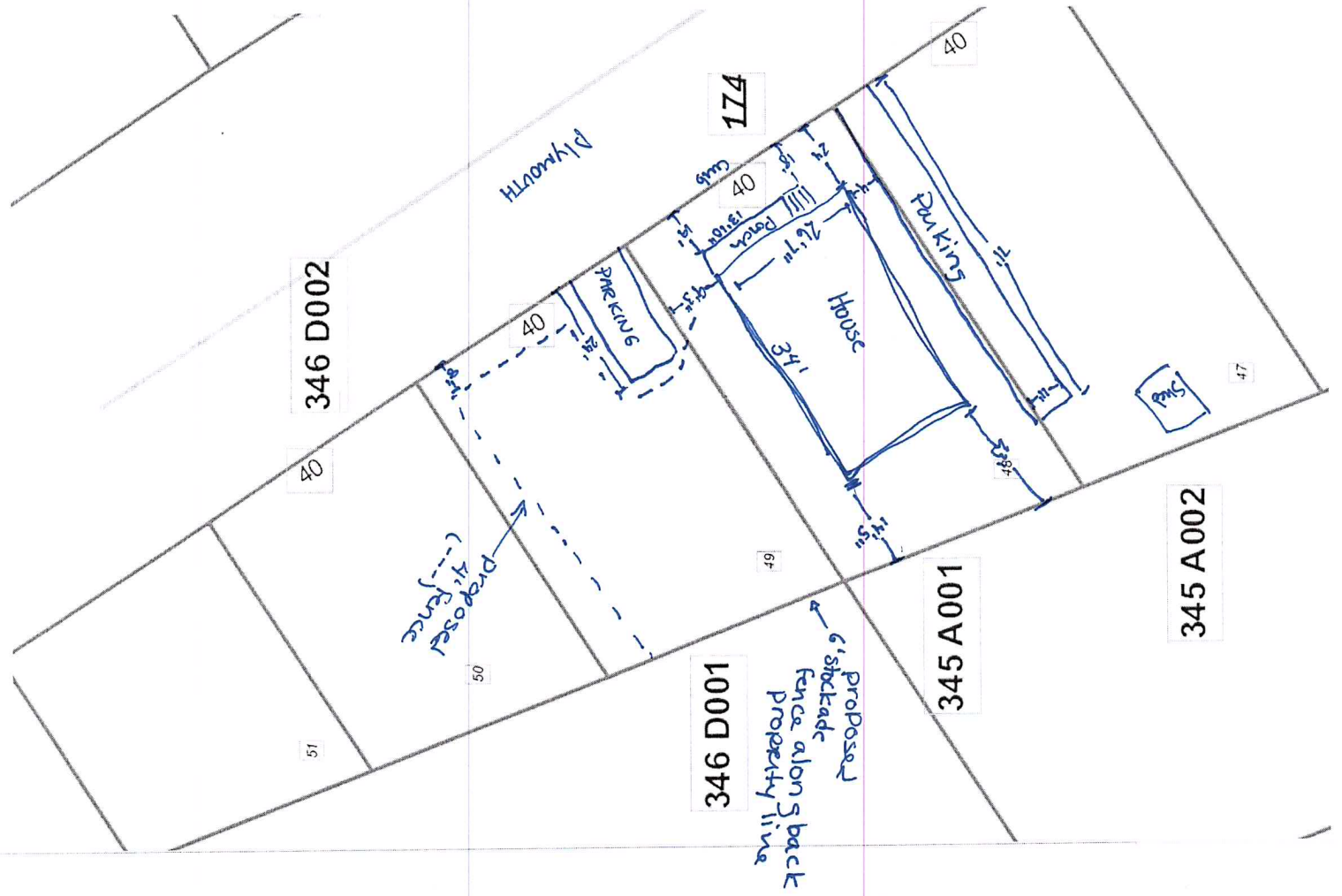
Thank you for your consideration.

Best Regards,

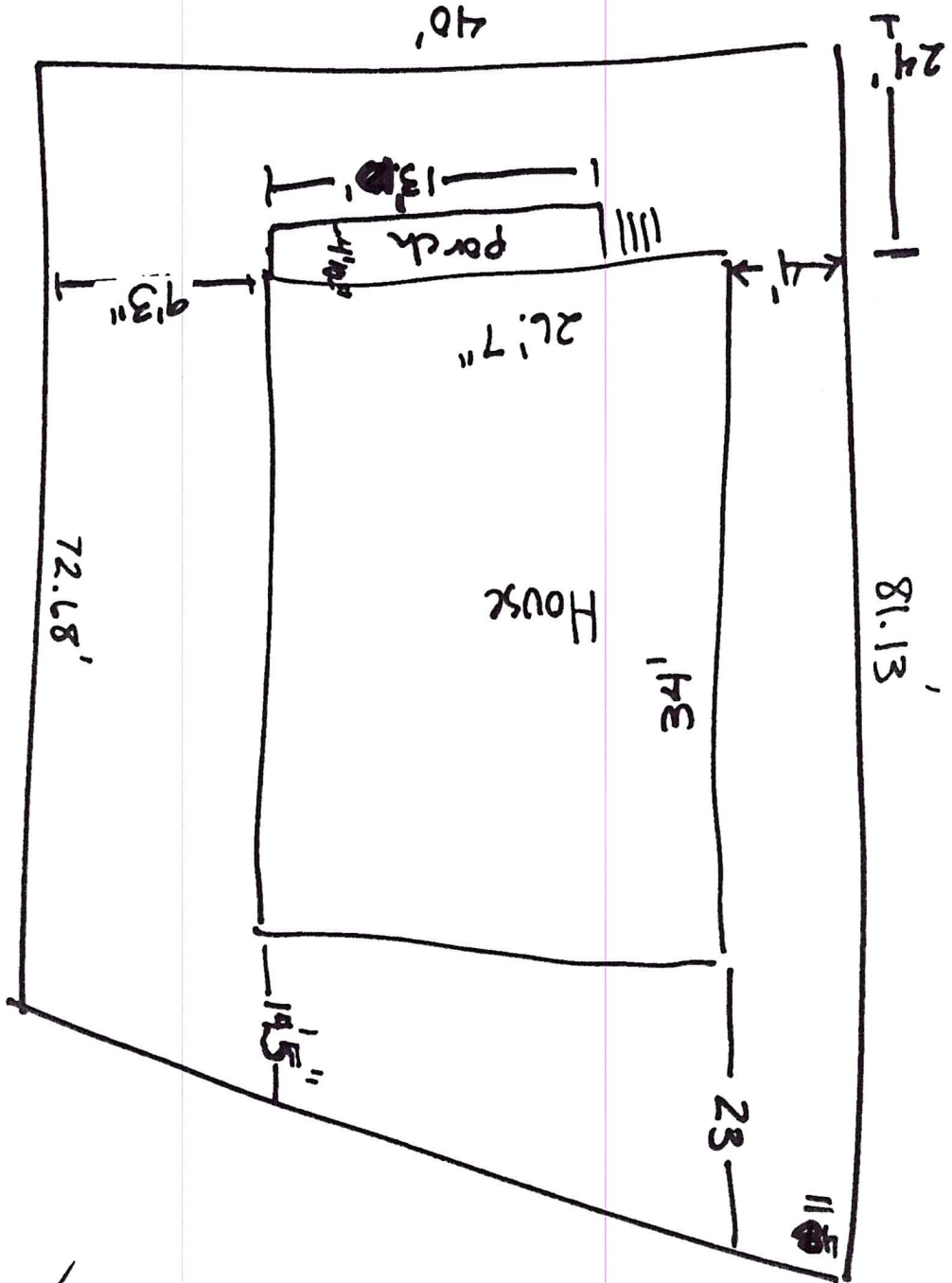


Sarah Palmer

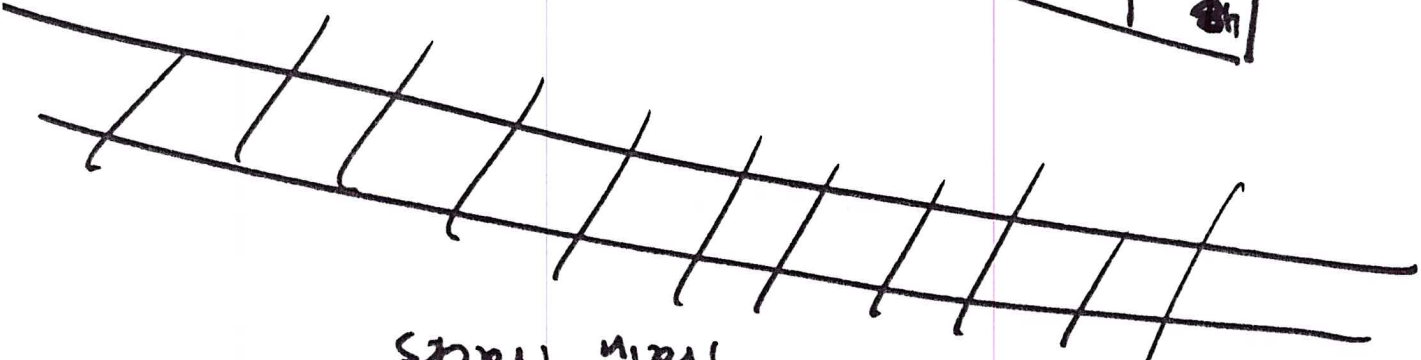
4/29/16

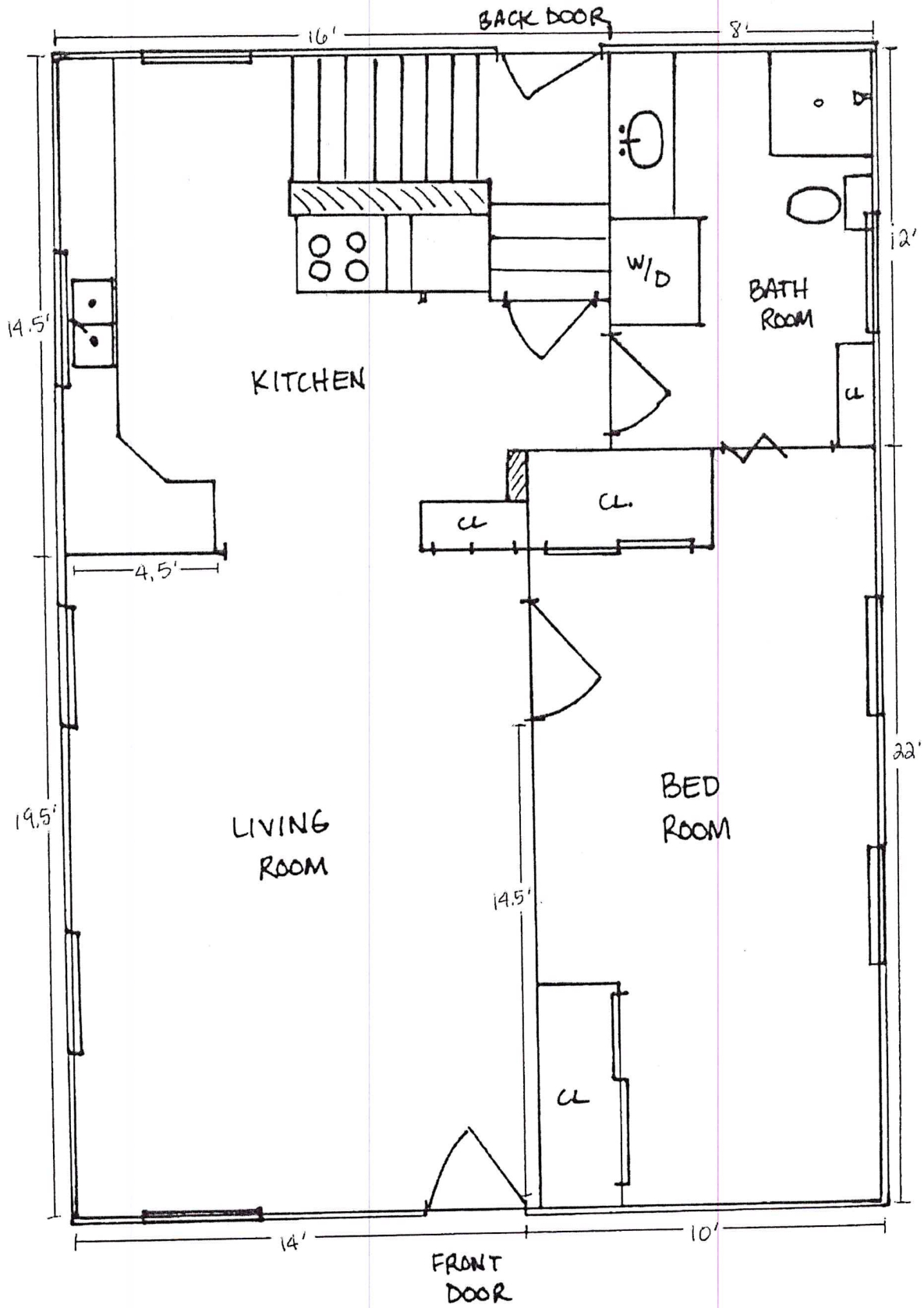


Plymouth St

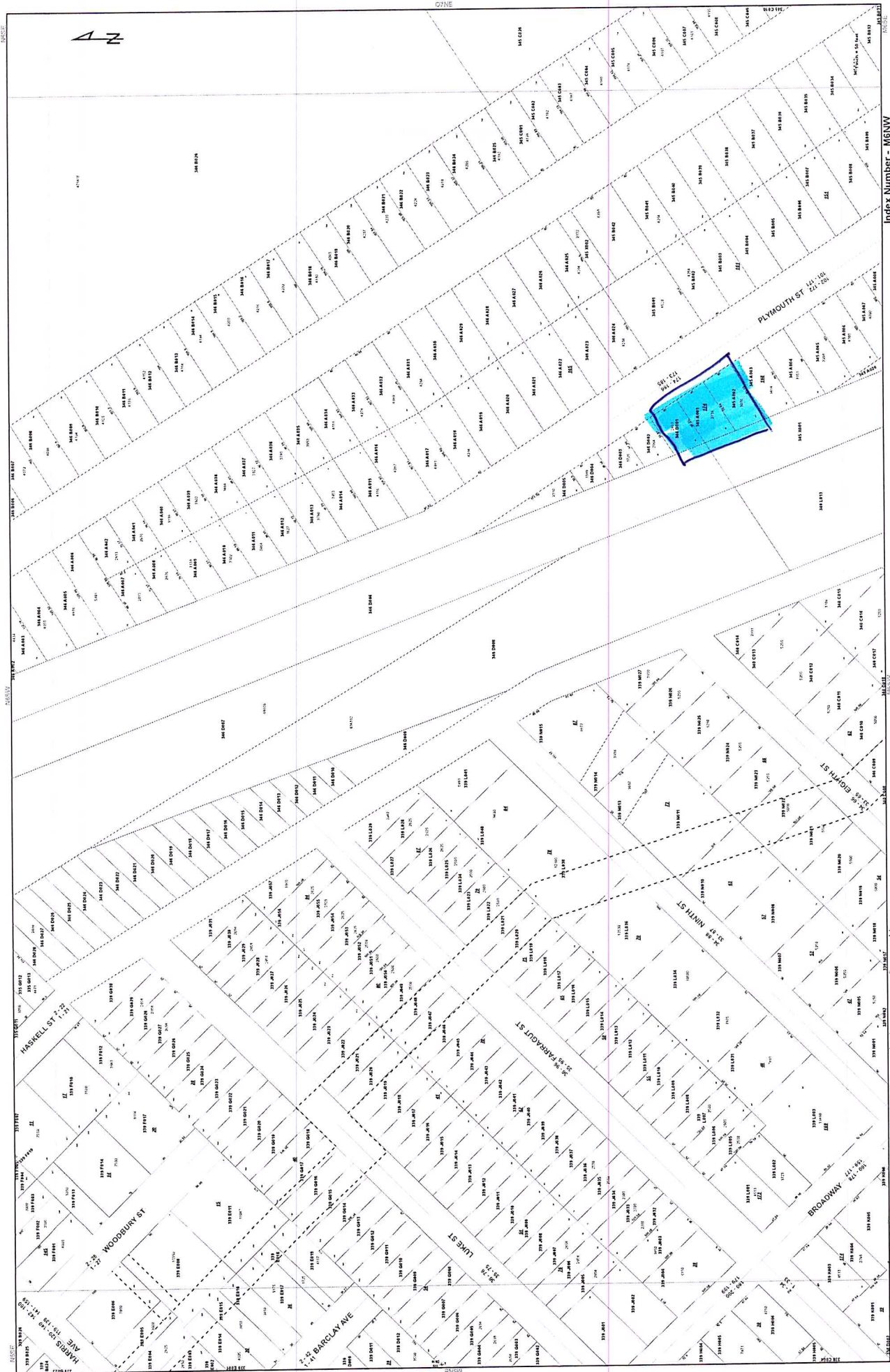


Train Tracks





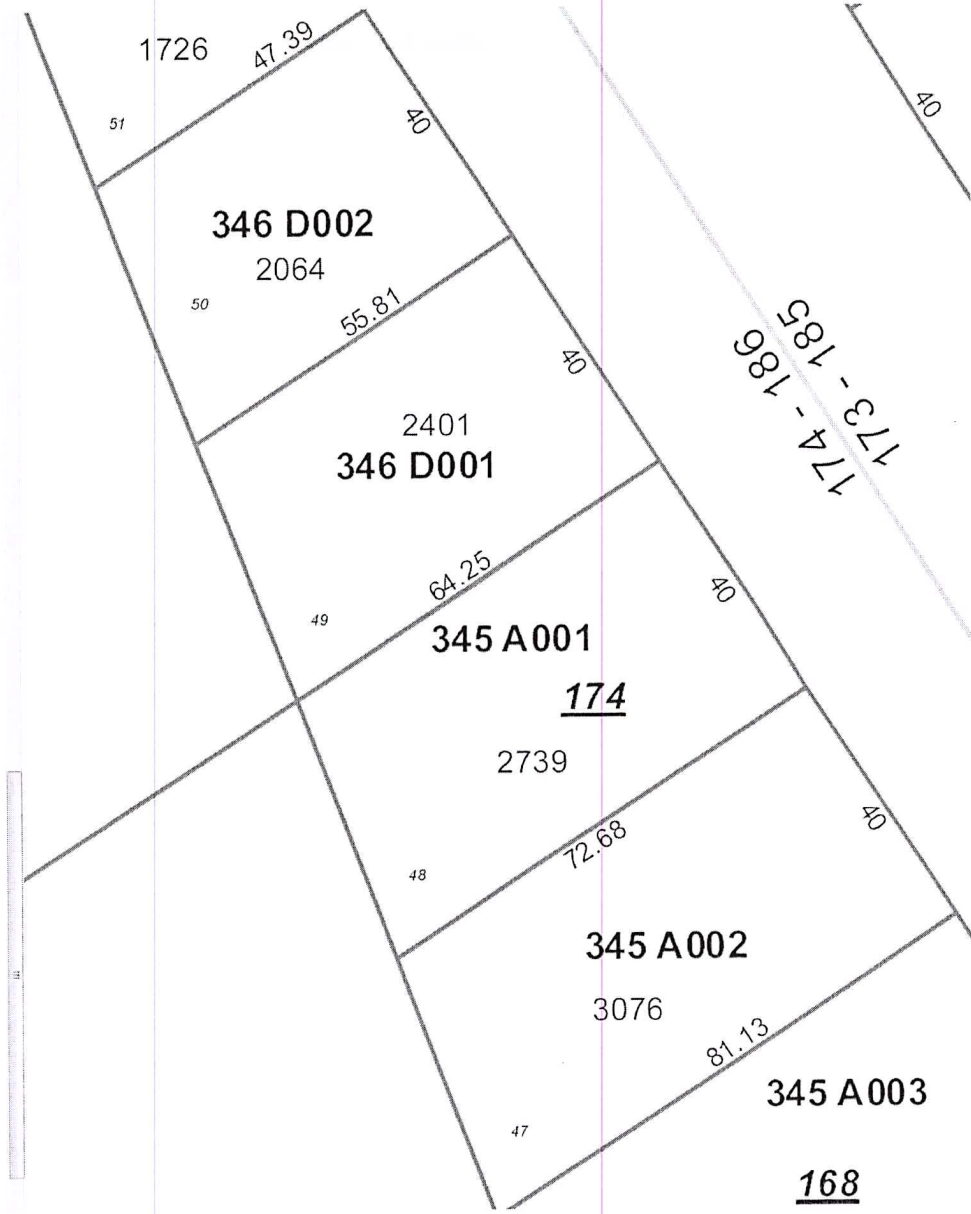
174 Plymouth St., Portland



Index Number - M6NW

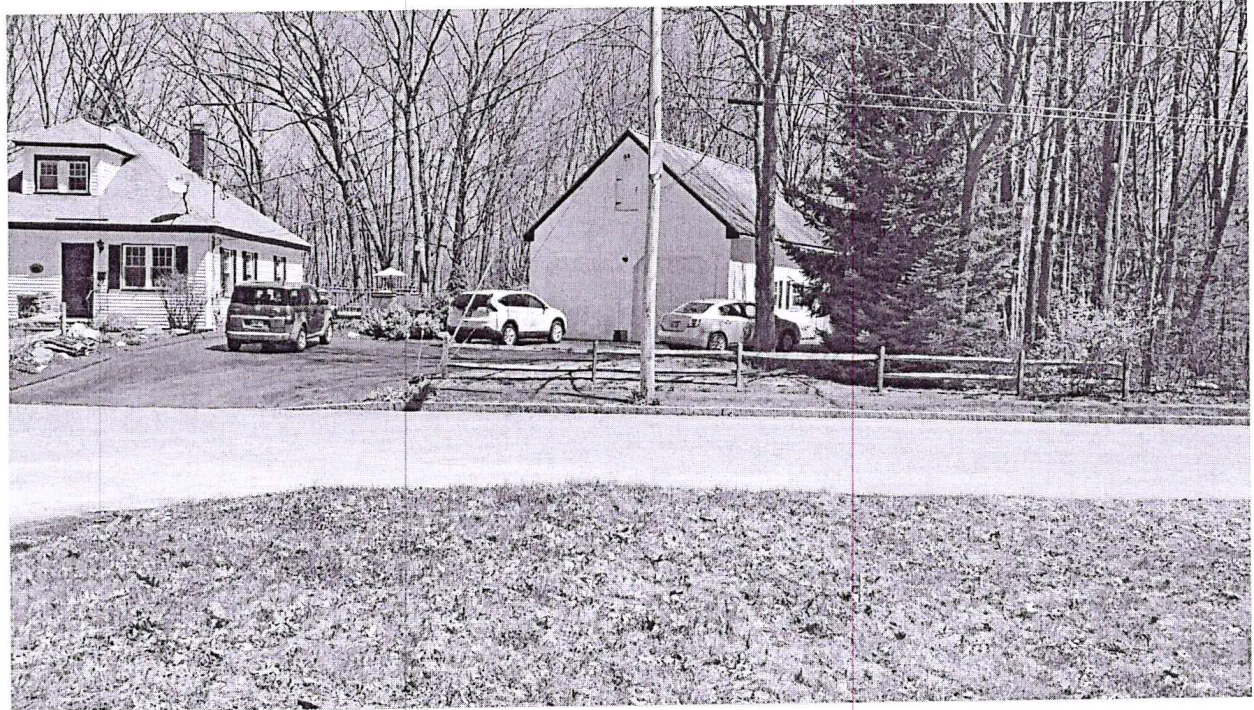
Tax Map Index: <http://www.portlandassessors.com/taxmaps.htm>

April 1 2012 11 2013





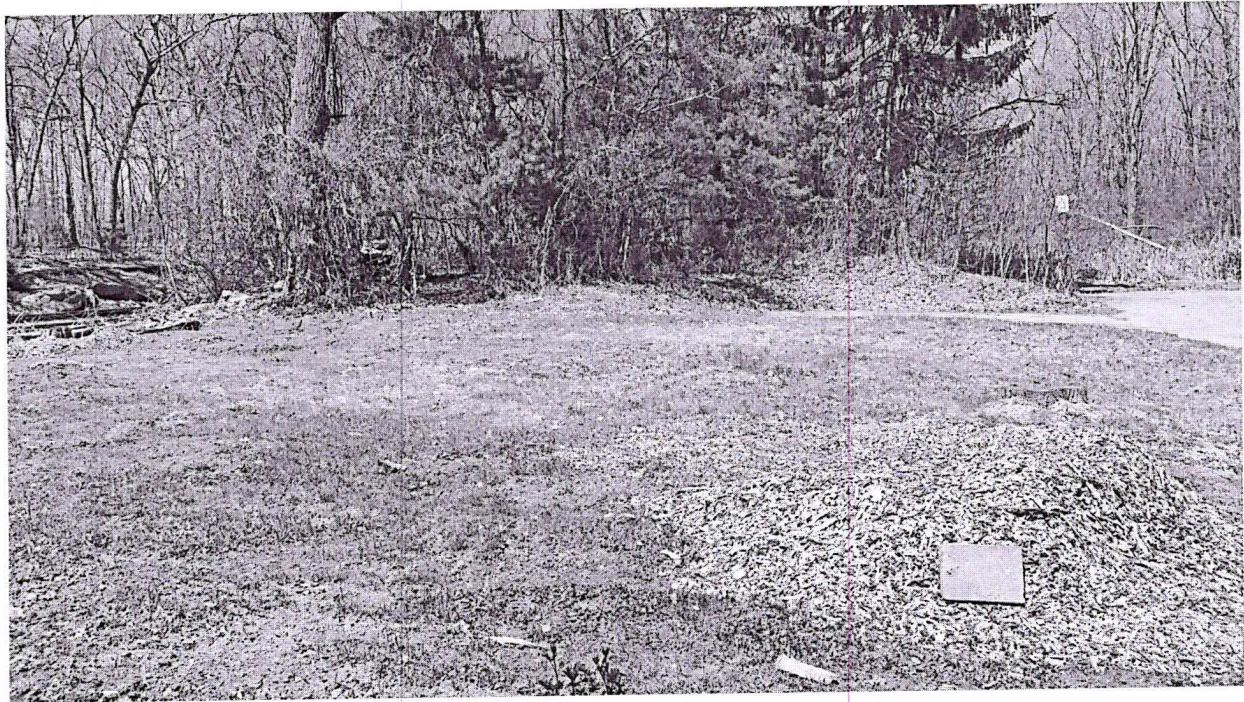
NEIGHBOR TO THE LEFT OF 174 PLYMOUTH ST



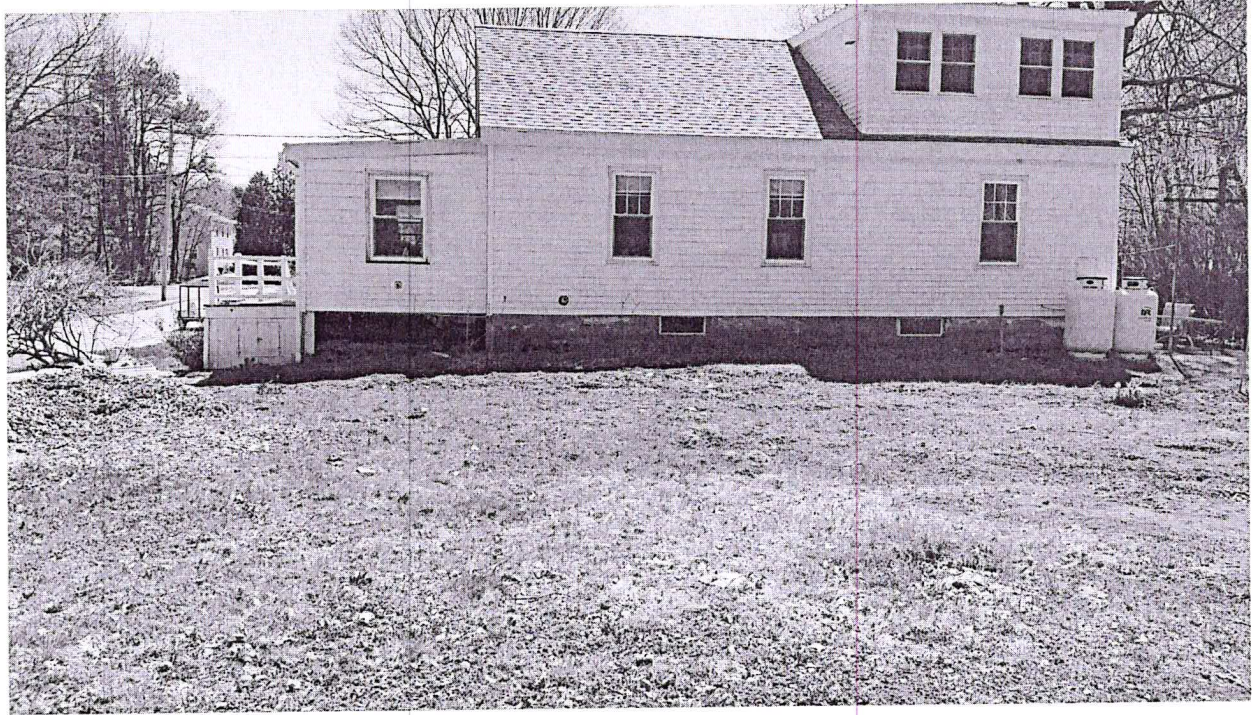
NEIGHBOR ACROSS THE STREET FROM THE PLAY AREA



PLAY AREA AS VIEWED FROM FRONT OF HOUSE



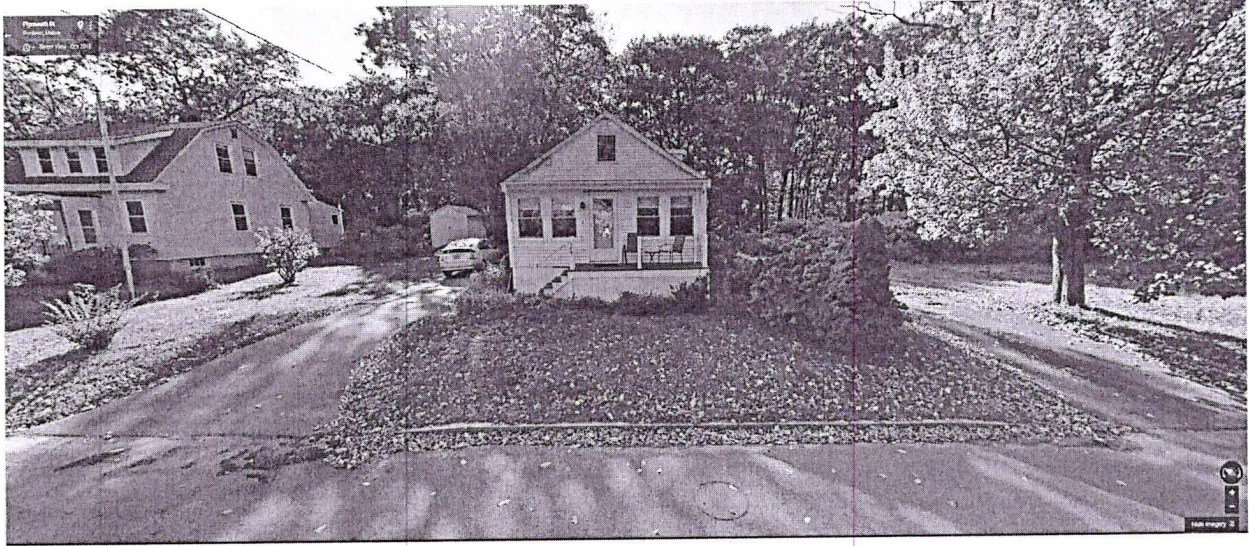
PLAY AREA AS VIEWED FROM SIDE OF HOUSE



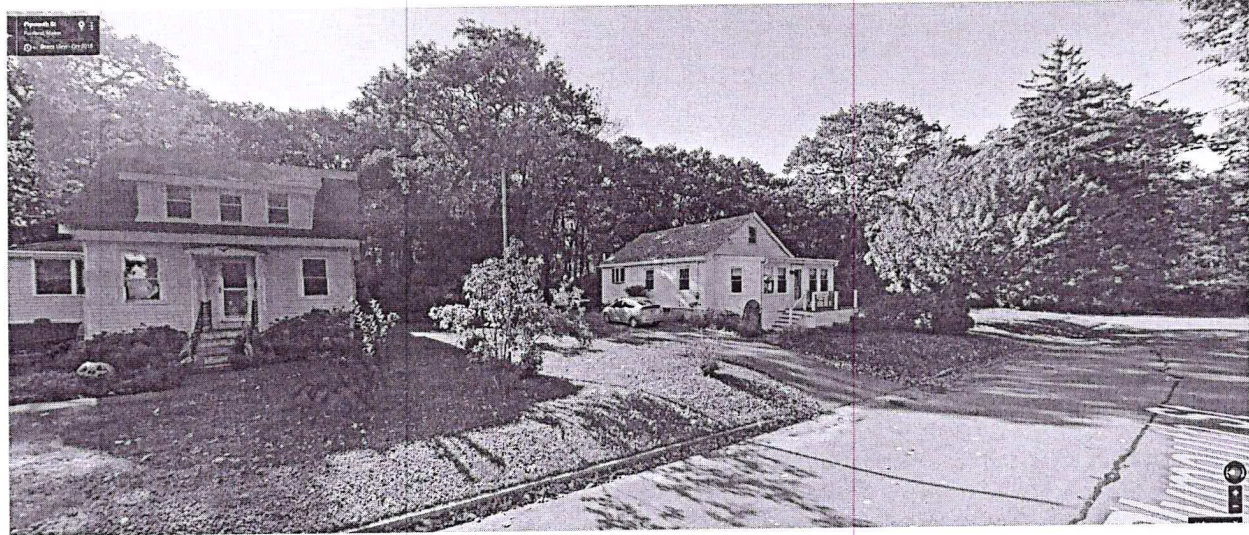
HOUSE AS VIEWED FROM PLAY AREA



PLAY AREA AS VIEWED FROM STREET



174 PLYMOUTH FROM STREET



174 PLYMOUTH FROM STREET



A. Settlement Statement (HUD-1)

B. Type of Loan			
1. <input checked="" type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 0213-00078-JB
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.		7. Loan Number: 0356814491
			8. Mortgage Insurance Case Number: 231-1230935
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. Name and Address of Borrower		E. Name and Address of Seller	
SARAH E. PALMER 32 HARTLEY STREET PORTLAND, ME 04103		GEORGE W. GAGNON, JR., PERSONAL REPRESENTATIVE OF THE ESTATE OF PAULINE A. CILLEY 53 WALLACE AVENUE SOUTH PORTLAND, ME 04106	
		GEORGE W. GAGNON, JR., PERSONAL REPRESENTATIVE OF THE ESTATE OF BERNARD E. CILLEY 53 WALLACE AVENUE SOUTH PORTLAND, ME 04106	
F. Name and Address of Lender			
WELLS FARGO BANK, N.A. 9021 MERIDIAN WAY, WEST CHESTER, OH 45069			
G. Property Location		H. Settlement Agent	
174 PLYMOUTH STREET, PORTLAND, ME 04103		MARKET STREET SETTLEMENT GROUP, LLC 70 MARKET STREET, MANCHESTER, NH 03101 Phone : (800) 696-1303	
COUNTY: CUMBERLAND PARCEL ID: 345-A-001		I. Settlement Date 04/08/2013	Disbursement Date 04/08/2013
		Place of Settlement	
		53 BAXTER BOULEVARD PORTLAND, ME 04101	

J. Summary of Borrower's Transaction	
100. Gross Amount Due from Borrower	
101. Contract Sales Price	\$138,000.00
102. Personal Property	
103. Settlement charges to borrower (line 1400)	\$7,325.48
104. Rehab Amount to Wells Fargo Bank, N.A.	\$45,423.90
105.	
Adjustment for items paid by seller in advance	
106. City/Town Taxes 1403.9700/6 mos 04/08/13 to 07/01/13	\$651.57
107. County Taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	\$191,400.95
200. Amounts Paid by or in Behalf of Borrower	
201. Deposit or earnest money	\$1,000.00
202. Principal Loan Amount from Wells Fargo Bank, N.A.	\$178,347.00
203. Existing loan(s) taken subject to	
204. Seller Paid Closing Costs	\$6,000.00
205. Appraisal Fee Credit from Wells Fargo Bank, N.A.	\$150.00
206. Credit by Lender from Wells Fargo Bank, N.A.	\$80.00
207. Borrower GFE Refund from Wells Fargo Bank, N.A.	\$93.36
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town Taxes	
211. County Taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract Sales Price	\$138,000.00
402. Personal Property	
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/Town Taxes 1403.9700/6 mos 04/08/13 to 07/01/13	\$651.57
407. County Taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	\$138,651.57
500. Reductions In Amount Due to Seller	
501. Excess Deposits	
502. Settlement Charges to Seller	\$9,018.60
503. Existing loan(s) taken subject to	
504. Payoff of First Mortgage Loan to TD Bank	\$3,079.57
505.	
506. Estimated Final Water Bill (3/5 to 4/8) to Portland Water District	\$24.07
507. Pay Sewer connection fee to City of Portland	\$2,050.00
508. Seller Paid Closing Costs	\$6,000.00
509.	
Adjustments for items unpaid by seller	
510. City/Town Taxes	
511. County Taxes	
512. Assessments	
513.	
514.	
515.	
516.	

32 HARTLEY STREET
PORTLAND, ME 04103

REPRESENTATIVE OF THE ESTATE OF
PAULINE A. CILLEY
53 WALLACE AVENUE
SOUTH PORTLAND, ME 04106

9021 MERIDIAN WAY,
WEST CHESTER, OH 45069

GEORGE W. GAGNON, JR., PERSONAL
REPRESENTATIVE OF THE ESTATE OF
BERNARD E. CILLEY
53 WALLACE AVENUE
SOUTH PORTLAND, ME 04106

G. Property Location

174 PLYMOUTH STREET,
PORTLAND, ME 04103

COUNTY: CUMBERLAND
PARCEL ID: 345-A-001

H. Settlement Agent

MARKET STREET SETTLEMENT GROUP, LLC
70 MARKET STREET,
MANCHESTER, NH 03101
Phone : (800) 696-1303

Place of Settlement

53 BAXTER BOULEVARD
PORTLAND, ME 04101

I. Settlement Date 04/08/2013

Disbursement Date 04/08/2013

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107. County Taxes	
108. Assessments	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	\$191,400.95

200. Amounts Paid by or in Behalf of Borrower	
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203. Existing loan(s) taken subject to	
204. Seller Paid Closing Costs	\$6,000.00
205. Appraisal Fee Credit from Wells Fargo Bank, N.A.	\$150.00
206. Credit by Lender from Wells Fargo Bank, N.A.	\$80.00
207. Borrower GFE Refund from Wells Fargo Bank, N.A.	\$93.36
208.	
209.	
Adjustments for items unpaid by seller	
210. City/Town Taxes	
211. County Taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	\$185,670.36

300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	\$191,400.95
302. Less amounts paid by/for borrower (line 220)	\$185,670.36
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$5,730.59

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract Sales Price	\$138,000.00
402. Personal Property	
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/Town Taxes 1403.9700/6 mos 04/08/13 to 07/01/13	\$651.57
407. County Taxes	
408. Assessments	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	\$138,651.57

500. Reductions In Amount Due to Seller	
501. Excess Deposits	
502. Settlement Charges to Seller	\$9,018.60
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504. Payoff of First Mortgage Loan to TD Bank	\$3,079.57
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508. Seller Paid Closing Costs	\$6,000.00
509.	
Adjustments for items unpaid by seller	
510. City/Town Taxes	
511. County Taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	\$20,172.24

600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	\$138,651.57
602. Less reductions in amount due seller (line 520)	\$20,172.24
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$118,479.33

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Initials SP
[Signature]

L. Settlement Charges			
700. Total Real Estate Broker Fees \$8280.00		Paid From Borrower's Funds At Settlement	Paid From Seller's Funds At Settlement
Division of Commission (line 700) as follows:			
701.	\$4140.00 to Po-Go Realty		
702.	\$4140.00 to Coldwell Banker Residential Brokerage		
703.	Commission paid at settlement		\$8,280.00
704.			
800. Items Payable in Connection with Loan			
801.	Our origination charge	\$1,441.86 (from GFE #1)	
802.	Your credit or charge (points) for the specific interest rate chosen	-\$931.31 (from GFE #2)	
803.	Your adjusted origination charges	(from GFE A)	\$510.55
804.	Appraisal Fee to RELS Valuation POC(B) \$695.00	(from GFE #3)	
805.	Credit report to RELS Credit	(from GFE #3)	\$11.00
806.	Tax Service	(from GFE #3)	
807.	Flood Cert. Fee	(from GFE #3)	
808.			
900. Items Required by Lender to Be Paid in Advance			
901.	Daily interest charges from 4/8/2013 to 5/1/2013 @ 18.32/day Wells Fargo Bank, N.A.	(from GFE #10)	\$421.36
902.	Mortgage Insurance Premium to Department of HUD	(from GFE #3)	\$3,121.07
903.	Homeowner's Insurance to Progressive	(from GFE #11)	\$562.00
904.			
1000. Reserves Deposited with Lender			
1001.	Initial deposit for your escrow account	(from GFE #9)	\$598.20
1002.	Hazard Ins. Reserve 3.0000 month(s) @ 46.83 / month(s) to Wells Fargo Bank, N.A.	\$140.49	
1003.	City Property Taxes 3.0000 month(s) @ 246.23 / month(s) to Wells Fargo Bank, N.A.	\$738.69	
1004.	Aggregate Accounting Adjustment to Wells Fargo Bank, N.A.	-\$280.98	
1005.			
1006.			
1007.			
1100. Title Charges			
1101.	Title services and lender's title insurance to Market Street Settlement Group, LLC	(from GFE #4)	\$1,114.58
1102.	Settlement or closing fee to Market Street Settlement Group, LLC	\$440.00	
1103.	Owner's title insurance to Market Street Settlement Group, LLC	(from GFE #5)	\$296.12
1104.	Lender's title insurance to Market Street Settlement Group, LLC	\$419.58	
1105.	Lender's title policy limit \$178,347.00		
1106.	Owner's title policy limit \$138,000.00		
1107.	Agent's portion of the total title insurance premium to Market Street Settlement Group, LLC	\$629.82	
1108.	Underwriter's portion of the total title insurance premium to Old Republic National Title Insurance Company	\$85.88	
1109.	Abstract or Title Search to Market Street Settlement Group, LLC	\$255.00	
1110.	Document preparation to Market Street Settlement Group, LLC		\$300.00
1111.	Overnight Mail to Market Street Settlement Group, LLC		\$25.00
1112.	Tax Verif Fee to Portland Tax Collector		\$25.00
1113.	Discharge Tracking Fee to Require Release Tracking		\$35.00
1114.	Discharge Management Fee to Market Street Settlement Group, LLC		\$50.00
1200. Government Recording and Transfer Charges			
1201.	Government recording charges	(from GFE #7)	\$78.00
1202.	Deed \$40.00 Mortgage \$38.00 Releases \$		
1203.	Transfer taxes	(from GFE #8)	\$303.60
1204.	City/County tax/stamps Deed \$607.20 Mortgage \$		\$303.60
1205.	State tax/stamps Deed \$ Mortgage \$		
1206.			
1300. Additional Settlement Charges			
1301.	Required services that you can shop for	(from GFE #6)	\$309.00
1302.	Flood Life of Loan Fee to WF Flood Services	\$19.00	
1303.	Tax Service Fee - FHA to WF RE Est Tax Svcs	\$90.00	
1304.	Consultant Fee-RENO FHA Solid Decisions \$700.00 (\$500.00 POC B)	\$200.00	
1305.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			\$7,325.48
			\$9,018.60

If you have any questions about the settlement charges and loan terms listed on this form, please contact your lender. Settlement agent is not responsible for content of lender's assessments on HUD.

The seller's and borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between borrower and seller directly. Any deficit delinquent taxes or mortgage payments will be promptly disbursed to the settlement agent by the lender.


807. Flood Cert. Fee	(from GFE #5)		
808.			
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from 4/8/2013 to 5/1/2013 @ 18.32/day Wells Fargo Bank, N.A.	(from GFE #10)	\$421.36	
902. Mortgage Insurance Premium to Department of HUD	(from GFE #3)	\$3,121.07	
903. Homeowner's Insurance to Progressive	(from GFE #11)	\$562.00	
904.			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)	\$598.20	
1002. Hazard Ins. Reserve 3.0000 month(s) @ 46.83 / month(s) to Wells Fargo Bank, N.A.	\$140.49		
1003. City Property Taxes 3.0000 month(s) @ 246.23 / month(s) to Wells Fargo Bank, N.A.	\$738.69		
1004. Aggregate Accounting Adjustment to Wells Fargo Bank, N.A.	-\$280.98		
1005.			
1006.			
1007.			
1100. Title Charges			
1101. Title services and lender's title insurance to Market Street Settlement Group, LLC	(from GFE #4)	\$1,114.58	
1102. Settlement or closing fee to Market Street Settlement Group, LLC	\$440.00		
1103. Owner's title insurance to Market Street Settlement Group, LLC	(from GFE #5)	\$296.12	
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1105. Lender's title policy limit	\$178,347.00		
1106. Owner's title policy limit	\$138,000.00		
1107. Agent's portion of the total title insurance premium to Market Street Settlement Group, LLC	\$629.82		
1108. Underwriter's portion of the total title insurance premium to Old Republic National Title Insurance Company	\$85.88		
1109. Abstract or Title Search to Market Street Settlement Group, LLC	\$255.00		
1110. Document preparation to Market Street Settlement Group, LLC			\$300.00
1111. Overnight Mail to Market Street Settlement Group, LLC			\$25.00
1112. Tax Verif Fee to Portland Tax Collector			\$25.00
1113. Discharge Tracking Fee to Require Release Tracking			\$35.00
1114. Discharge Management Fee to Market Street Settlement Group, LLC			\$50.00
1200. Government Recording and Transfer Charges			
1201. Government recording charges	(from GFE #7)	\$78.00	
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1206.			
1300. Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #6)	\$309.00	
1302. Flood Life of Loan Fee to WF Flood Services	\$19.00		
1303. Tax Service Fee - FHA to WF RE Est Tax Svcs	\$90.00		
1304. Consultant Fee-RENO FHA Solid Decisions \$700.00 (\$500.00 POC B)	\$200.00		
1305.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		\$7,325.48	\$9,018.60

If you have any questions about the settlement charges and loan terms listed on this form, please contact your lender. Settlement agent is not responsible for content of lender's assessments on HUD.

The seller's and borrower's signatures hereon acknowledge their approval and signify their understanding that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated for the current year, and in the event of any change for the current year, all necessary adjustments will be made between borrower and seller directly. Any deficit delinquent taxes or mortgage payoffs will be promptly reimbursed to the settlement agent by the seller.


I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYERS

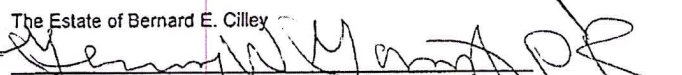

Sarah E. Palmer

SELLERS

The Estate of Pauline A. Cilley


By: George W. Gagnon, Jr. Personal Representative

The Estate of Bernard E. Cilley


By: George W. Gagnon, Jr. Personal Representative

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent



Date

04/08/2013