

BERNSTEIN, SHUR, SAWYER AND NELSON

COUNSELLORS AT LAW
A PROFESSIONAL ASSOCIATION
ONE MONUMENT SQUARE
PORTLAND, MAINE
04101

AREA CODE 207
TELEPHONE 774-1200
TELECOPIER 774-1187
TELECOMMUNICATIONS 781-2874

OF COUNSEL
HAROLD J. RUBIN

AUGUSTA OFFICE
2 CENTRAL PLAZA
AUGUSTA, MAINE 04302
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ISAHEL BERNSTEIN (1680 1987)

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JANET E. MARI HEZ
PETER A. FRIEDRICHS
JAMES A. HOULE
KEVIN J. MCCARTHY
CATHERINE A. LEE
JOHN L. CARPENTER
PATRICK J. SCULLY
BRENTON B. MILLER

December 12, 1985

RECEIVED
DEC 12 1985

DEPT OF BUILDING INSPECTIONS
CITY OF PORTLAND

City of Portland
Zoning Board of Appeals
389 Congress Street, Room 315
Portland, Maine 04101

Re: Conditional Use Application for Professional Offices at 22 Cushman Street

Dear Board Members:

Enclosed is an Application for Conditional Use Appeal submitted on behalf of Ebbets Associates, a Maine general partnership whose partners are Martin Finkelstein, Ph.D, and Frank Luongo, Ph.D. Doctors Finkelstein and Luongo propose to locate their practice of clinical psychology at 22 Cushman Street. This letter will outline their plans and how those plans comply with the Portland Zoning Ordinance.

1. Factual Background.

a. The existing use.

Ebbets Associates are purchasers of property at 22 Cushman Street. (A copy of the Purchase and Sale Agreement is attached as Exhibit A). The property, which is located in the R-6 zone, consists of 5300+ square feet, with 51 feet of frontage on Cushman Street and 104 feet of depth. (See plot plan attached as Exhibit B). It contains a 3 story building currently housing 6 rental apartments with approximately 3045 square feet of living space. (See photograph attached as Exhibit C and existing floor plans attached as Exhibit D). Parking is provided in a gravel lot of more than 3000 square feet located to the rear of the building and reached by a 12 foot wide private drive. (See Plot Plan, Exhibit B).

TO—

City of Portland

b. The proposed changes.

Doctors Finkelstein and Luongo propose to renovate 935 square feet of the first floor into a suite of four professional offices sharing a common entry and waiting area. They plan to utilize two offices for their practice of clinical psychology, rent a third to another clinical psychologist, and use the fourth for storage and secretarial space. (See New Plan of first floor attached as Exhibit E and letter from Martin Finkelstein attached as Exhibit F). The office space would replace most of the living space currently on the first floor, leaving 5 apartment units (approximately 2100 square feet) in residential use. No changes are planned for the second or third floors or the exterior of the building.

2. Compliance with Standards for Professional Office Use.
Section 14-137(3)(b).

The first floor of the building will be devoted to "[p]rofessional offices of a member of a recognized profession maintained for the conduct of that profession." The use will meet the specific requirements of Section 14-137(3)(b) as follows:

(i) There is no other professional office within 500 feet of 22 Cushman Street.

(ii) More than 50% (actually, about 70%) of the building's total floor area will remain in residential use.

(iii) The total number of individuals working in the building will not exceed the equivalent of four full-time employees. It is contemplated that there will be only one secretarial employee to serve the office suite.

(iv) No additions or exterior alterations are planned.

(v) No new parking areas, driveways or paved areas are planned. The existing parking area is located entirely behind the building and is not visible from the street. It is fenced (chain link) on the rear and left side, with trees and shrubs along the fence line.

(vi) Pursuant to section 14-332(1) of the Zoning Ordinance, 2 parking spaces are required for the dwelling units ("in an R-6 zone...only two (2) spaces for each lot of five thousand (5,000) square feet to five thousand, five hundred (5,500) square feet.") Pursuant to Section 14-332(10), two spaces are required for the 935 square feet of floor area in professional office use (one for each 400 square feet or major fraction thereof). The location of those spaces plus two extra spaces is shown on the attached plot plan, Exhibit B.

TO—

City of Portland

3. Compliance with the General Conditional Use Standards.
Section 14-474(c)(2).

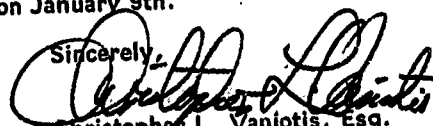
a. There are no unique or distinctive characteristics or effects associated with the proposed conditional use. The doctors' practice consists of individual psychotherapy for adults in hour-long sessions and psychological evaluations lasting from one to four hours. There are no night or weekend appointments. The characteristics of the office use will be almost indistinguishable from residential use.

b. There will be no adverse impact upon neighborhood or public health, safety or welfare. The use is a quiet, indoor use which, because it is not "high volume," will generate very little traffic (maximum 3 appointments per hour, usually less). Clients will be coming to the offices during the times of day (working hours) when demand for tenant and on-street parking will be lowest.

c. There will be no impact substantially different from the impact that would normally occur with professional office uses in the R-6 zone. In fact, because of its one-on-one nature and the length of each appointment, the practice of clinical psychology is more compatible with the residence zone than many other types of office use.

We hope this summary proves helpful to the Board as you decide this Conditional Use request. We look forward to answering any questions you may have at the public hearing on January 9th.

Sincerely,



Christopher L. Vaniotis, Esq.
Attorney for Ebbets Associates
(Martin Finkelstein and Frank
Longo).

2604.019
12/12/85



CITY OF PORTLAND

CONDITIONAL USE APPEAL

APPLICATION

Applicant's name and address: Ebbets Associates (Martin Finkelstein and Frank Luongo, general partners), 48 Deering Street, Portland

Applicant's interest in property (e.g., owner, purchaser, etc.):
Purchaser under Purchase and Sale Agreement dated November 16, 1985

Owner's name and address (if different): Sarah P. Gilbert and Dennis Boudreau, c/o Alchem Realty, 42 Pleasant Street, Portland

Address of property (or Assessor's chart, block and lot number):
22 Cushman Street

Zone: R-6 Present use: Multi-family dwelling

Type of conditional use proposed: Professional Offices and Multi-family

Conditional use authorized by: Section 14- 137(3)(b)

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

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

Dated: December 12, 1985

Ebbets Associates (Martin Finkelstein and Frank Luongo)

Signature of Applicant
By: Christopher L. Vaniotis
Christopher L. Vaniotis, Esq.
their attorney

22 Cushman

PURCHASE AND SALE AGREEMENT

Agreement made this 16 day of November, 1985, by and between Sarah P. Gilbert and Dennis Boudreau ("Seller") and Ebbets Associates, a Maine general partnership whose general partners are Martin Finkelstein and Frank Luongo.

WITNESSETH:

1. PURCHASE AND SALE. Seller agrees to sell and Buyer agrees to buy, on the terms and conditions hereinafter set forth, the land and buildings located at 22 Cushman Street, Portland, Maine, as more particularly described in a recorded Deed dated at the Cumberland County Registry of Deeds in Book 6247 Page 331 (the Premises), see Exhibit A, together with those items of personal property described on Exhibit B attached hereto and made a part hereof.

The description of the Premises in said Deed is understood to be general in nature and the description in the deed of conveyance contemplated herein shall be subject to approval by the Buyer.

2. PURCHASE PRICE. Subject to any adjustments and portions hereinafter described, Buyer agrees to pay for the Premises the sum of _____ payable as follows:

a. The sum of _____ ("the Deposit" as a deposit, the receipt whereof is hereby acknowledged by Seller, which Deposit shall be credited towards the purchase price.

b. The sum of _____ shall be paid to Seller at the closing in cash, by certified check or Bank check.

c. The sum of _____ by a promissory note secured by a junior mortgage on the premises, which note and mortgage are upon such terms and conditions as are satisfactory to Buyer and Buyer's institutional lender. The note shall be at an annual interest rate equal to that of Buyer's institutional lender, amortized over a 30 year period with a balloon payment 5 years after closing.

3. TITLE. Seller shall convey the Premises at the closing in fee simple with good and marketable title free and clear of all liens and encumbrances. Seller shall convey all personal property by Warranty Bill of Sale and all leases and rental and related income by proper assignment thereof.

In the event Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time not to exceed sixty (60) days in which to remedy any title defects. In the event that said defects cannot be corrected or remedied within said period, then Buyer may at its option receive back the Deposit and Buyer and Seller shall be under no further obligation to one another hereunder, or Buyer may elect to close this transaction notwithstanding said defects.

4. CLOSING. The closing shall take place at the offices of Bernstein, Shur, Sawyer and Nelson, One Monument Square, Portland, Maine 04101 on February 28, 1986, at 10:00 o'clock A.M. or at such other time and place as the Buyer and Seller shall mutually agree upon in advance and in writing. If Buyer determines that additional time is needed to obtain the approvals required under Paragraph 10(f), Buyer may, at its sole election, extend the time for closing by up to 45 days upon notice to the Seller by the Buyer. At the closing the Seller shall execute and deliver to Buyer, against payment of the purchase price, a Warranty Deed to the Premises, and a Warranty Bill of Sale to the personal property, assignment of all leases, security deposits and rentals together with such other documents as are reasonably necessary for Buyer's acquisition and financing of the premises.

5. RISK OF LOSS, DAMAGE AND INSURANCE.

a. All risk of loss to the premises prior to the closing shall be borne by the Seller. Seller shall keep the premises fully insured against fire and other extended coverage risks until the closing and shall name Buyer as an additional insured as Buyer's interest may appear.

b. If the premises are for any reason damaged by fire or other casualty, the Buyer shall have the right to either terminate this Agreement or to close the transaction, and receive insurance proceeds available as a result of the casualty. In the event the Buyer elects to terminate this Agreement, the Deposit must be returned to Buyer. Seller shall deliver the premises to the Buyer at the closing in the same condition as they are at the date of the execution of this Agreement.

6. INSPECTION. Buyer may enter into any part of the Premises at all reasonable times prior to the closing in order to inspect the premises, conduct surveys and engineering studies and to do such things as are reasonably necessary with respect to its acquisition and development of the Premises. In the event that the inspection reveals defects or the need for repairs which in Buyer's opinion are substantial, Buyer may terminate this Agreement and receive back its deposit. Buyer's right to so terminate will expire, if not exercised, within 10 days after this contract is accepted by Seller; however, Buyer's right of inspection will continue.

7. POSSESSION OF THE PREMISES. The Premises shall be delivered to the Buyer at the time of the closing free and clear of all tenancies or occupancies by any person or entity, excepting those tenancies and occupancies referred to on Exhibit C which is attached hereto and incorporated herein and which Seller hereby agrees to update to the time of closing. Said Exhibit C shall contain:

- (a) The names of all tenants.
- (b) A description and designation of the unit or units which said tenants occupy.
- (c) A statement as to whether said tenants occupy by virtue of written or oral leases; if written, true copies of each lease with all amendments thereto shall be attached thereto.
- (d) The amount of rent paid by each tenant.

(e) An accounting of all rents as of the date of the closing, said accounting to state whether all rents are paid to date or whether any tenant is in arrears.

(f) An accounting of all security deposits paid by tenants.

(g) A statement as to whether or not any tenant has violated any terms of his tenancy.

All security deposits paid by tenant shall be paid over to Buyer at the time of the closing and Seller shall provide all tenants with written notice of the transfer of the Premises to the Buyer. Seller agrees not to receive more than one month's prepaid rent. At Buyer's request, Seller shall make available for review and copying by Buyer all plans, letters, files, documents and other papers or printed materials related to or concerning the Premises and the tenants occupying the same.

8. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer that the following are true as of the date of this Agreement and will be true as of the closing:

(a) The present use of the Premises is in full compliance with applicable building codes, zoning and land use laws and all other applicable laws, ordinances and regulations.

(b) That there are no outstanding pending or threatened liens, claims, rights of first refusal, or encumbrances against the Premises.

(c) All outstanding bills and/or accounts payable concerning the Premises are either paid or will be paid prior to or at the time of closing.

(d) There are no outstanding claims, losses or demands against Seller by any tenant or other person respecting Seller's ownership, use and occupancy of the Premises.

(e) Exhibit C accurately sets forth the status and rental arrangements for all tenants of the Premises.

(f) All water, sewer and electric utilities and facilities required by law for the present use of the Premises are installed and adequate to service the Premises.

9. DEFAULT AND REMEDIES. In the event that Seller fails to close hereunder for a reason other than default of Buyer, Seller shall return the deposit to Buyer, it being understood, however, that Buyer's acceptance thereof shall not constitute a waiver of any legal or equitable remedy available to Buyer. In the event that Buyer fails to close hereunder for a reason other than the default of Seller, Seller shall retain the deposit as full and complete liquidated damages in lieu of any other legal or equitable remedy, and this Agreement will terminate and neither party will be under any further obligation hereunder.

10. CONDITION PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.

The obligation of Buyer to close is subject to the satisfaction at or before the closing of all of the following conditions:

(a) All representations and warranties of Seller contained in this Agreement shall be true as of the closing.

(b) Buyer shall have received a commitment from a lending institution for a mortgage loan of not less than \$161,000.00, upon such terms and conditions as are satisfactory to Buyer in addition to the Seller financing set forth in Paragraph 2c.

(c) The Premises are in the same condition at the time of closing as they are as of the date of this Agreement, normal wear and tear excepted.

(d) Buyer has received a satisfactory structural and engineering report as set forth in Paragraph 6 herein.

(e) Seller has completed the work set forth in Exhibit D within the time periods set forth therein.

(f) Buyer shall have received a conditional use permit for use of the premises as mixed use consisting of professional offices for four full time professionals in one unit and five residential units.

(g) Seller shall cooperate with Buyer by promptly providing all information within their control which is needed by Buyer or Buyer's accountant to obtain tax credits.

In the event that any of the foregoing conditions is not satisfied prior to or at the closing, Buyer shall have the option of terminating this Agreement and receiving back the Deposit.

11. BROKERAGE. Seller is responsible for the payment of all fees and commissions due any real estate brokers with respect to this transaction. Seller hereby indemnifies and holds Buyer harmless from any and all claims made by real estate brokers with respect to this transaction. This indemnity shall include all costs and expenses incurred by Buyer including attorneys' fees.

12. ADJUSTMENTS, PRORATIONS AND CLOSING COSTS.

(a) Real estate taxes, assessments, rentals and utilities shall be prorated as of the closing.

(b) The Maine real estate transfer tax shall be paid by Seller and Buyer. The recording fee for the Deed will be paid by the Buyer.

(c) Security deposits shall be transferred to Buyer at closing.

13. GENERAL PROVISIONS. This instrument executed in duplicate originals and to be construed under the laws of Maine, sets forth the entire agreement of the parties, and may only be amended by written

52 Cushman⁵

instrument signed by both parties, and may only be amended by written instrument signed by both parties. The use of the masculine gender shall include the feminine and neuter where appropriate; the use of the singular shall include the plural where appropriate. Time is of the essence of this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto, their respective heirs, successors and assigns, and may be cancelled, modified, or amended only by a writing executed by the parties hereto or their legal representatives. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the date of mailing. If mailed, all notices are to be sent by first class mail, postage prepaid, certified, return receipt requested, addressed as follows:

TO SELLER: c/o Alchem Realty
42 Pleasant Street
Portland, ME

TO BUYER: c/o Martin Finkelstein
48 Deering Street
Portland, ME 04101

Either party may change his address for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. All representations and warranties made by Seller shall survive the closing of this transaction. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

IN WITNESS WHEREOF, Seller and Buyer have signed and sealed this Agreement as of the date first above written.

WITNESS:

EBBETS ASSOCIATES (BUYER)

Claudia Finkelstein

By: Frank Luongo
Its General Partner

Neville P. Karanalis

By: M. Ebbets
Its General Partner

Accepted: November 25, 1985

Nicholas P. Karanalis

Sarah P. Gilbert (Boudreau)
Sarah P. Gilbert (Seller)

Nicholas P. Karanalis

Dennis Boudreau
Dennis Boudreau (Seller)

23513.022
11/13/85

PLOT PLAN

22 Cushman.

68 1/2'

51'

Parking
(6 spaces)
(9' x 19')

FIRE ESCAPE

20'

6'

Property Line

Property Line

PROPERTY
(3 Story House)

31 1/2'

12'

38'

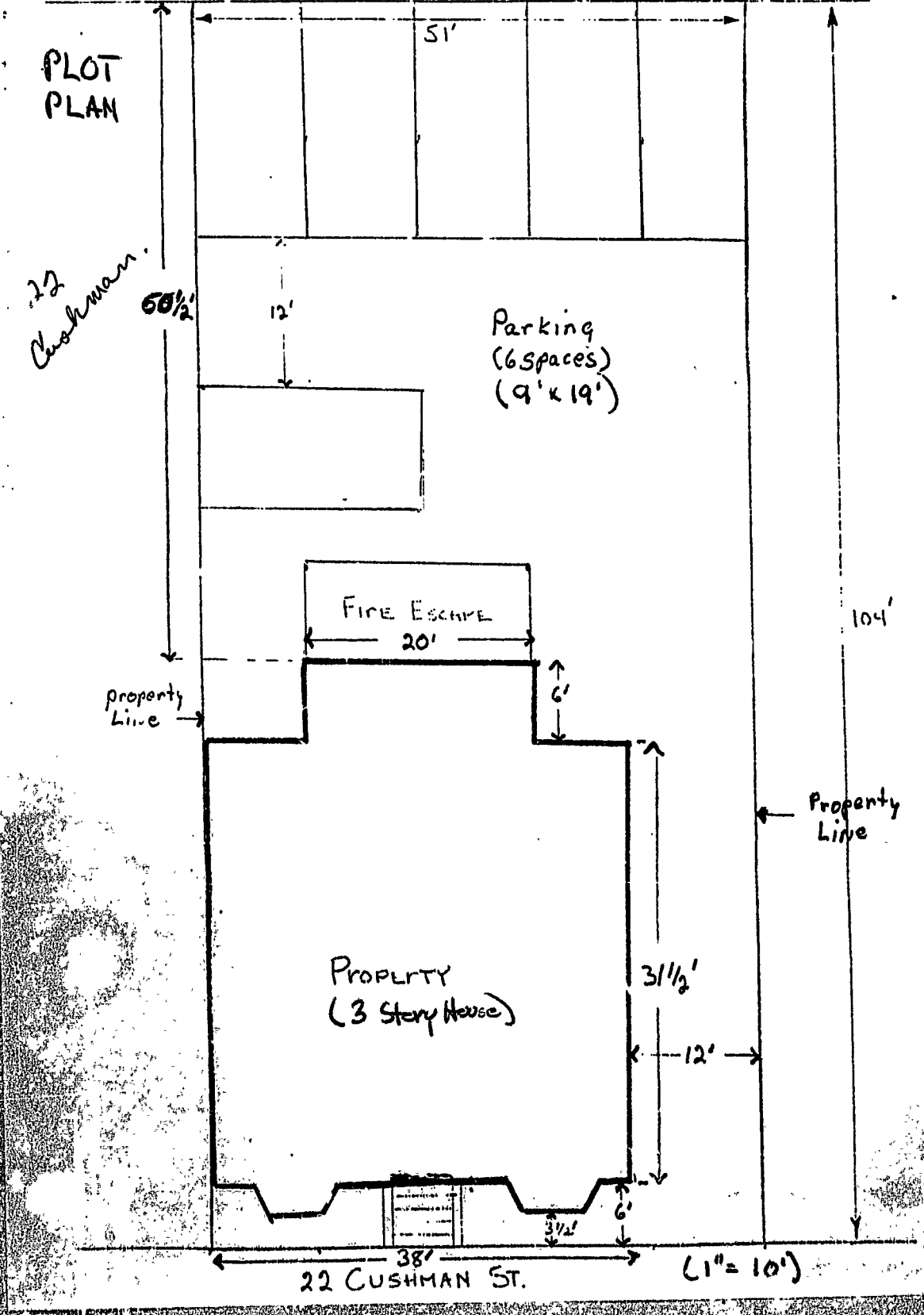
(1" = 10')

22 CUSHMAN ST.

104'

3 1/2'

6'

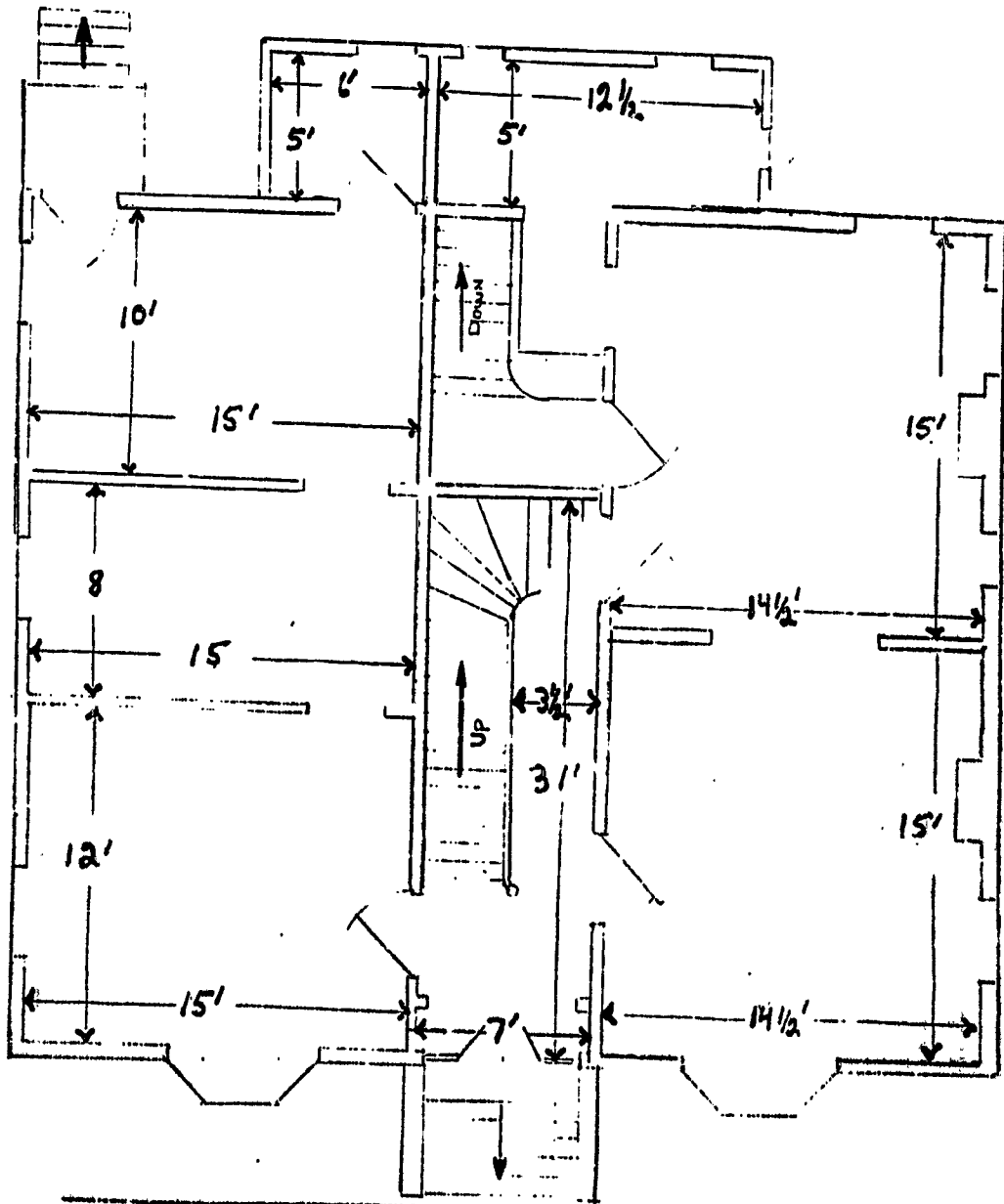


22
Cushman
St.



EXISTING PLAN

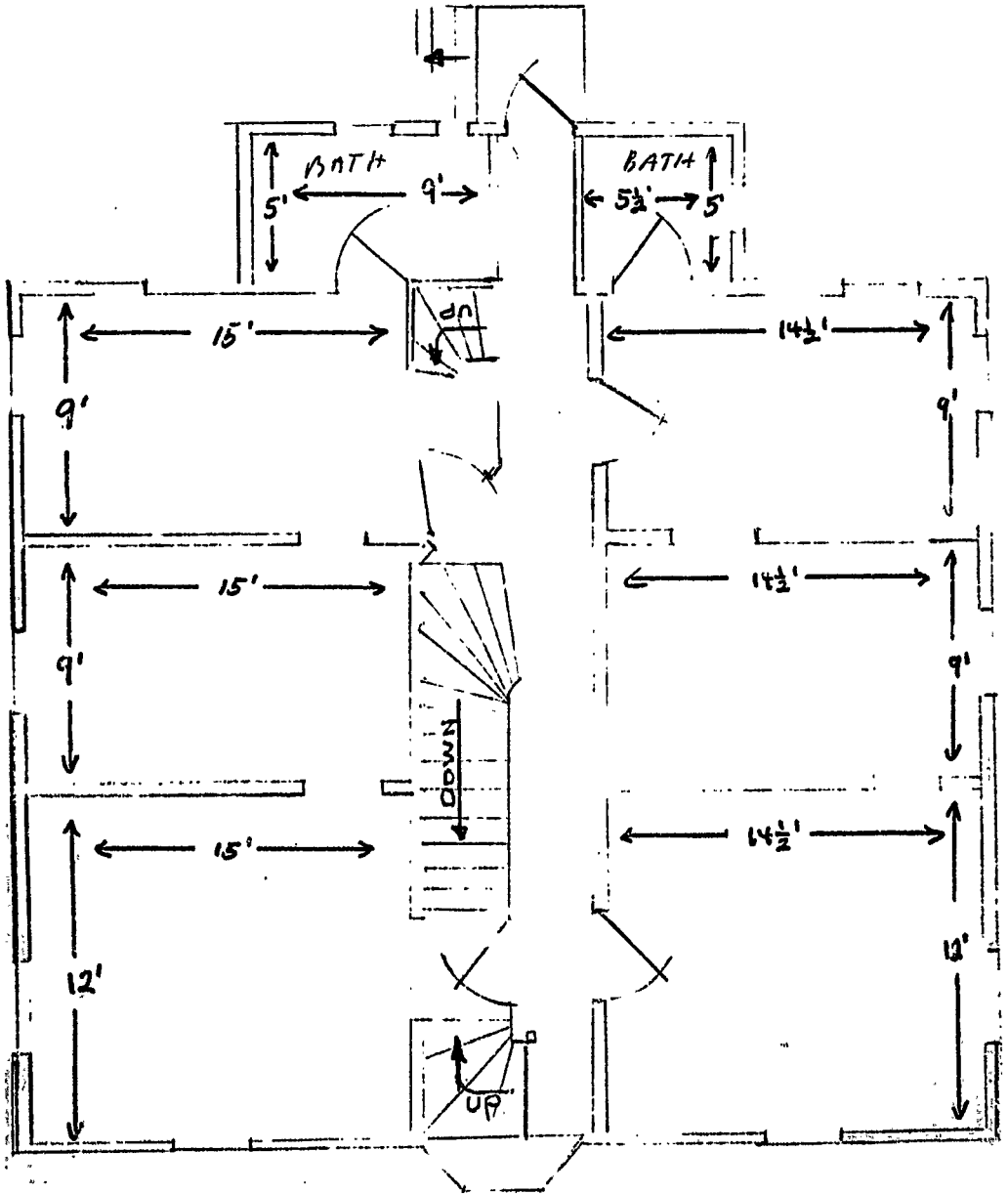
PARKING



22 CUSHMAN ST.
1st Floor

3/16" = 1'

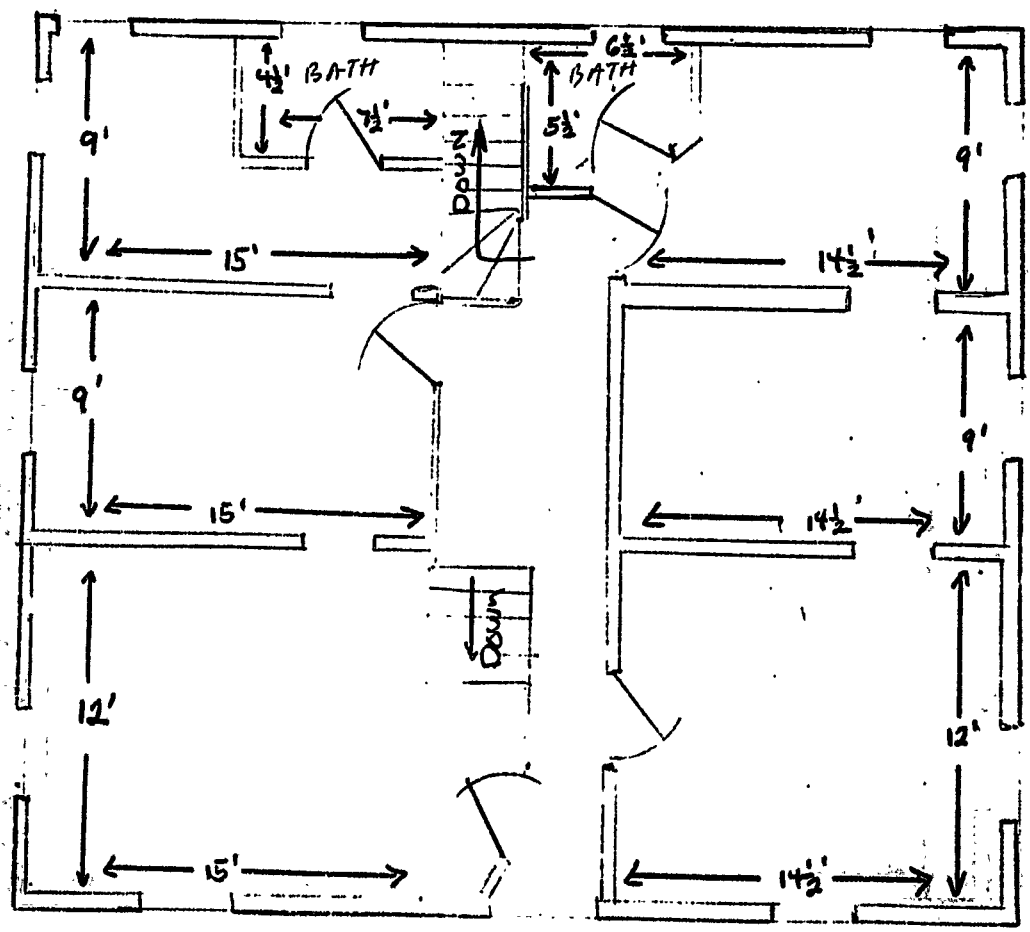
EXISTING
(AND NEW) PLAN



2ND FLOOR

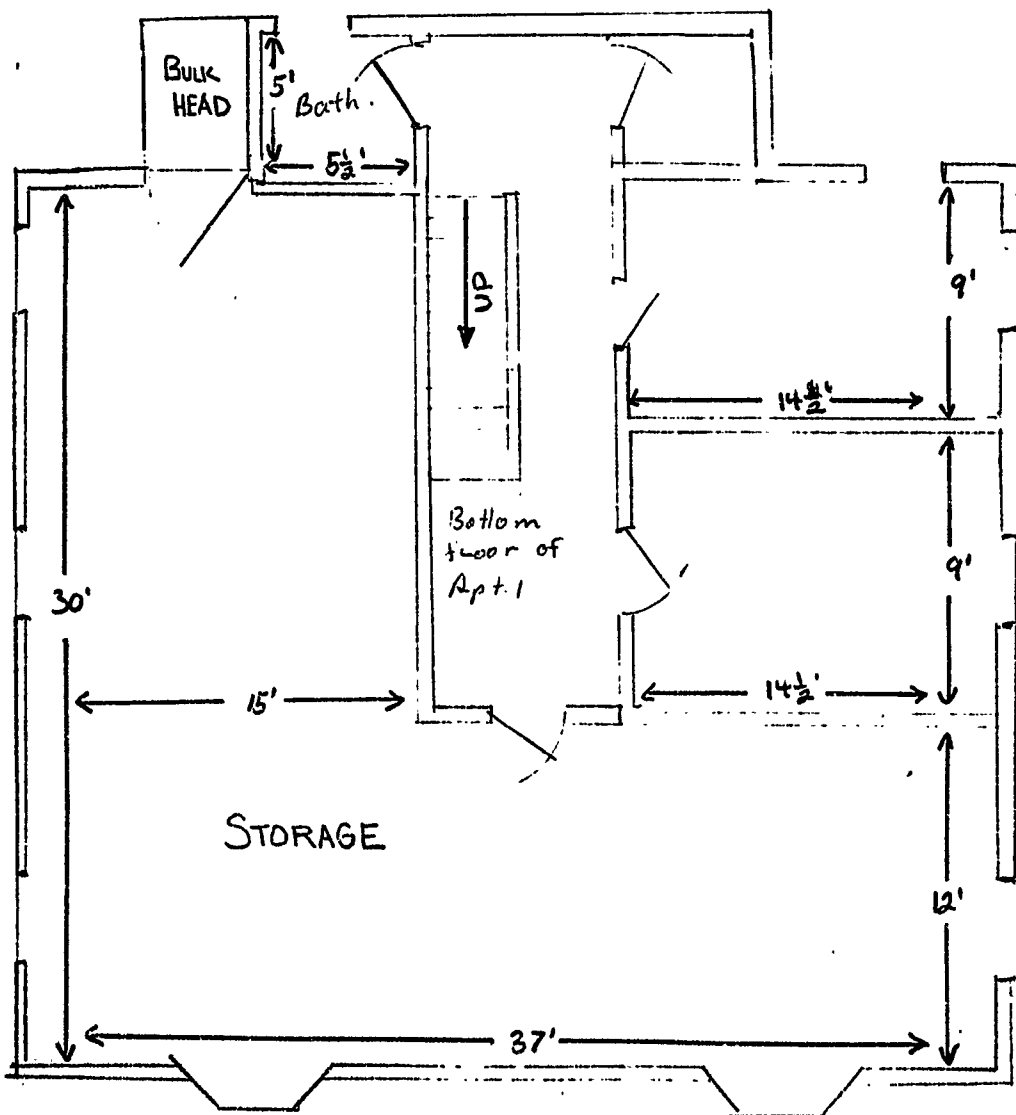
EXISTING (AND
NEW) PLAN

27
Cushman



3rd Floor

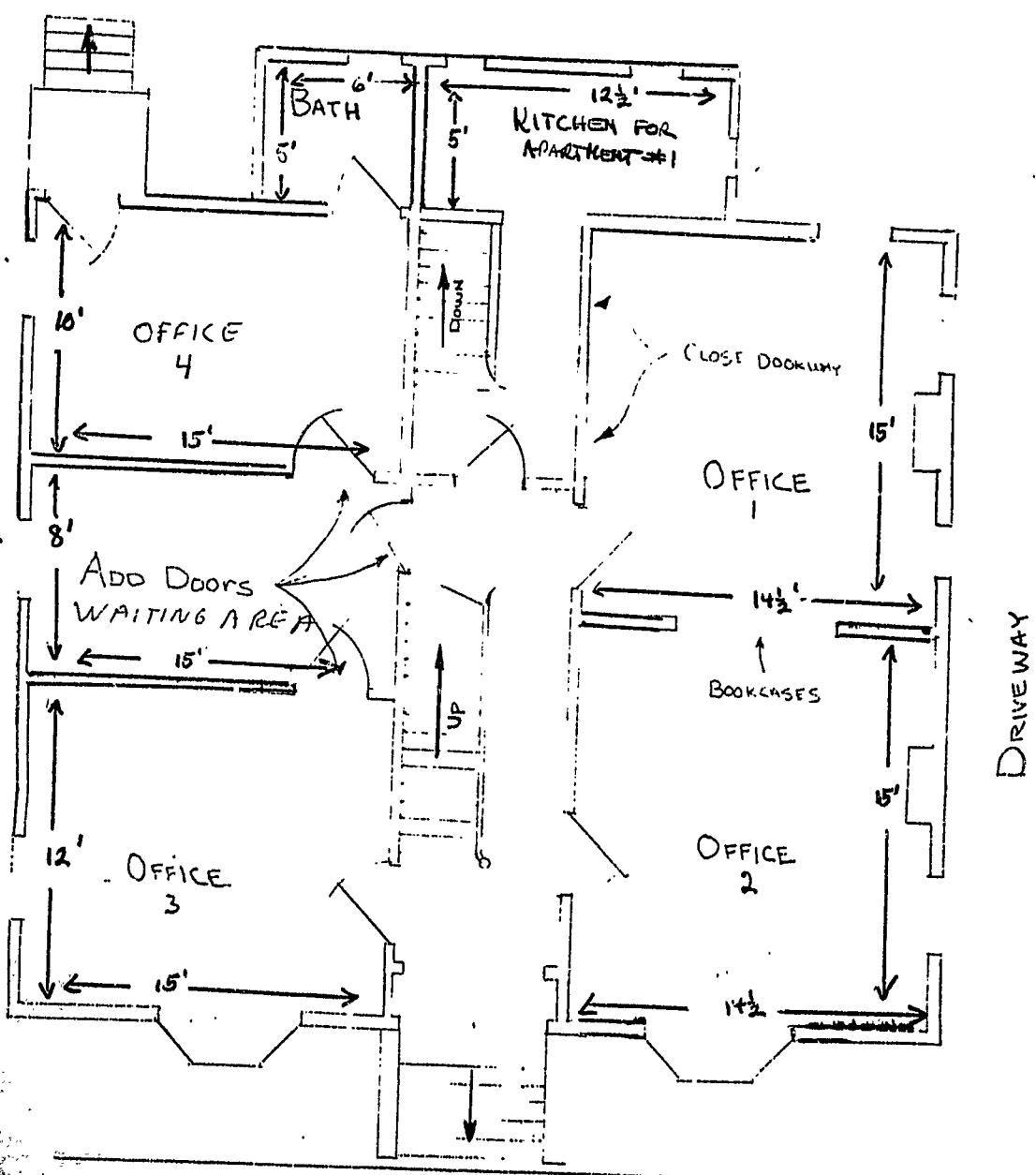
EXISTING
(AND NEW) PLAN



BASEMENT

NEW PLAN
 (all room dimensions remain the same as existing floorplan)

PARKING



22 CUSHMAN ST.
 1st Floor

3/16" = 1'

MARTIN FINKELSTEIN, PH D.P. A.
48 DEERING STREET
PORTLAND, MAINE 04101

December 8, 1985

Mr. Christopher Vaniotis
Bernstein, Shur, Sawyer, & Nelson
One Monument Square
Portland, Maine 04101

22

Cushman

Dear Chris,

I think that the enclosed diagrams should fulfill most of the requirements for the additional data that you requested. As far as the landscaping is concerned, most of the property is fenced and there is a border of natural shrubs growing along the fencing which we will leave intact. Basically we are planning no alterations to the existing parking space.

I shall be getting you a floor plan for the entire building but let me emphasize that the proposed changes will occur only on the first floor. The total floor area of the building is 3045 square feet and our proposed office suite will be 935 square feet, thereby easily meeting the requirement that at least 50 percent of the entire floor area remain residential.

Offices number one, two, and three will be used for professional psychological practice and office number four will be used for file storage and secretarial space (see enclosed diagram). Dr. Luongo and I, as joint owners of the property, will use offices one and two, and Dr. Margulis, another clinical psychologist, will be renting office number three for his practice. The office suite will accommodate therefore three psychologists and one secretary. Our psychological practice includes individual psychotherapy with adults and psychological evaluations. Individual psychotherapy is scheduled for one-hour sessions and evaluations for one to four hours. Therefore, there will never be more than three appointments scheduled per hour for the entire suite and usually, on the average, less. Our office hours are from 9:00 a.m. to 6:00 p.m. with occasional appointments till 7:00 p.m. We do not have evening hours or weekend appointments. Given the low volume of traffic that our practice generates and the hours during which we conduct our practice, our proposed use is quite compatible with the neighborhood. As renters we have maintained a similar practice for the last ten years in a similar R-6 zoned neighborhood with amicable relationships with all our neighbors.

- 2 -

Please feel free to call on me if there are any other questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Martin".

Martin Finkelstein, Ph.D.
Clinical Psychologist

CITY OF PORTLAND, MAINE
ZONING BOARD OF APPEALS



MERRILL S. SELTZER
Chairman

JACQUELINE COHEN
Secretary

ROBERT J. GAUDREAU
THOMAS F. JEWELL
EUGENE S. MARTIN
DAVID L. SILVERNAIL
MICHAEL E. WESTORT

22 Cushman Street

All persons interested either for or against this Conditional Use Appeal will be heard at a public hearing in Room 209, City Hall, Portland, Maine on Thursday, January 9, 1986 at 3:30 p.m. This notice of required public hearing has been sent to the owners of property within 500 feet of the property in question as required by Ordinance.

Ebbets Associates include Martin Finkelstein, Ph.D, and Frank Luongo, Ph.D, owners of property located at 22 Cushman Street, under the provisions of Section 14-474 of the Zoning Ordinance of the City of Portland, hereby respectfully petition the Board of Appeals to permit location of their practice of clinical psychology on the premises at above address. Professional office uses now include "health care practitioners". This Conditional Use is subject to approval by the Board of Appeals under the criteria outlined in Section 14-137(3)b of the City Zoning Ordinance.

LEGAL BASIS OF APPEAL: Such permit may be granted only if the Board of Appeals finds that the conditions imposed by Section 14-474 of the Zoning Ordinance have been met.

Jacqueline Cohen
Secretary

jmr

174

22 Cushman St.
Sarah L. Dilbert & Dennis Boudreau
56-D-20

D

56-D-8 - Richard Steinman
26 Cushman St. 04102

7 - Beverly A. Corbeau
412 Fourth Ave. 04024
Scar., Me.

6 - Robert J. & Joanne M. Doherty
193 Danforth St. 04102

5 - Joan H. & John Dordon
6 Hilltop Drive O.B. 04064

4 - Alexander J. Janewicz
38 Cushman St. 04102

3 - Joseph J. Bernath
5 Western Ave., Boothbay Harbor, Me. 04538

2 - Patrick & Viola, Jr.
48 Hodgins St. 04103

1 - Lucien J. & Barbara Z. Dion
50 Cushman St. 04102

56-D-9 - ~~Joseph M. & Ruth M. Dion~~

56-D-9 - Joseph C. Desrocher - 107 Emerald St., Unit #1 04102

9, 10 - Carl & James E. Messer

35 Broad Cove Rd., Cape Clig., Me. 04107

11 - Robert H. Reverada - 435 Congress St.
c/o Mrs. Maria Gift Shop 04101

12 - Sharon Z. Bowles
81 Spruce St. 04102

56-0-13 - Helen C. + John J. McDonough
77 Spruce St. 04102

14 - Benjamin Lewis
73 Spruce St. 04102

15 - Ruth Anne Melanson
69 Spruce St. 04102

16 - Helen M. Schwartz
67 Spruce St. 04102

17 - Rupert Keith + Beverly J. Martin
606 Main St., S.E. 04106

18 - John B. + Suzanne Keefe
59 Spruce St. 04102

19

40 - Beverly A. Corbean
412 Fourth Ave, East, Me. 04074

21 - John D. + Theresa A. Mancini
57 Spruce St. 04102

22 - ^{Monahan} Cileen + Micheli Stern Ojal
18 Cushman

41. ?

23 Josephine Blair
1571 Spruce St 04102

24 Anthony Armstrong
2 Cushman St 04102

(3)

56-D-25 Sandra J. Bowlby

51 Spruce St 04102

26 Anthony Armstrong (duplicate)

27 Portland West Neighborhood Planning
155 Brackett St 04102 Council

28 Lawrence C. McInnes & Mary E.
162 Clark St 04102

29 Steven Daniels (duplicate)

30 Joseph H. Novak - Margaret F. Gibby
149 Spruce St 04102

31 Mandayn Marin
43 Spruce St 04102

{ 32 William H. Ltv
52 Wearing St 04101

{ 33 Wm. Folt - dup.

34 Daniel Stevens + Mark Rand
124 Spring St 04101

35 Edward B. Garhart
112 Couch Rd So Part 04106

36 Mark + Nancy A. Brookings
150 Clark St 04102

37 Ed Garhart (duplicate)

56-D-38 Ed. Sheehart (dup)

39 Don Stevens (dup)

56-A-1 Andrew J & Eleanor M. Seager
137 Emery St 04102

2 Roger D. & Jean D. Colby
94 Pine St 04102

3 Helaine M. & Donald H. Spears
40 Old Colony Lane C.E. 04107

4 Douglas B. & Cordage & Lauriel M. Mela
20 Lewis St 04102

5 Harold Mrowka
133 Emery St 04102

6 Lucille Young
18 Lewis St 04102

7 Kathleen M. Murrain
91 Beckett St 04110

8

9 Eugene G. Rocrow Jr.
Orlando Oliveras-Najara
Opt 1 Ave 325 Spring 04102

10 Carl London
R.F. D #3 Box 128
Treat 04032

11 Irbes A Paley
125 Emery St 04102

(5)

- 56-A-12 Alberta H. McCain
121 Emerit St 04102
- 13 Douglas H. & Rosette G. M. H. V. E.
39 Cushman St 04102 CRANE CRANE
- 14 Thomas J. Quinn & Hurrayne A. Carroll
33 Cushman St 04102
- 15 Charles A. & Ruth P. Eldart
31 Cushman St 04102
- 16 Dennis M. Eldart
29 Cushman St 04102
- 17 Francis A. T. D. & Joan M. Melburn
29 Cushman St 04102
- 18 C. D. K. Properties, Inc.
25 Cushman St 04102
- 56-B-1 George L. & Michael C. Porter
84 Pine St 04102
- 2 Clark St Assoc.
74 Pine St 04101
- 24 Porter (dup)
- 23 Helen Wakefield Co. Commonwealth Trust Co.
8 Bate 41044 Boston 02211
- 6 Jacqueline Potter
15 Lewis St 04102
- 7 Jacqueline & James H. Ornel
81 North St 04101

56 - ~~5~~ ^B

(6)

8 Jacqueline Gotter (dup)

9 Richard N. Rosenhaus 48025
26450 Carol St Franklin Mich

10 James Bruce
81 North St 04101 (dup)

11 Rosenhaus (dup)

12 City of Portland

13 Rosenhaus (dup)

15 James Fisk
134 Cushman St 04102

16

17 J. A. Latta
James & Nancy Latta Merrimack
19 Cushman St 04102

18 Port West Neigh (dup)

19

20 Margaret H. Temple & Chesford McCall
17 Essex St 04102

21 Port West (dup)

⑦

B
56-~~A~~ 22 Wm H. & Janet C Churchill
194 Clark St. 04102

56-C-1 Patricia A & Philip E. Shaw
Second Ave Scar. 04074

9 Michael S. Carl
191 Clark St 04102

10 Gary J. Marston & Margaret L
Rt 1 Box 90 N. Whitefield Me 04353

21 Patricia A. Shaw (dup)

22 Shaw (dup)

24 Peter J. Katsimpulos
64 Pine St 04102

5 East West (dup)

~~(dup)~~ 23 Margorie Blanchard
67 Everett Ave So. Coar. 04106

P Pierce Furniture Inc
192 Brackett St 04102

27 Betty Theresa & John E. Coyne
Rt 77 Cape Elizabeth 04107

6-7 Betty Theresa & John E. Coyne
52 Pine St 04102

56-E 1 City

56-G-1 Patricia & Edward Salmon
462 Caprice St 04102

2
3

4 Antonio Mianepetruzzi
55 Dale Dr. 04103

5 Barbara C & William R Manning
301 Spring St 04102

6 - Gary A. Sidelinger
74 Underwood Rd, Fal., Me. 04105

7 - Michael P. Marchetti
P.O. Box 347, West., Me. 04092

8 - Jayne M. ^{Hanley} ~~Marchetti~~ & James K. McFarlane
50 Spruce St. 04102

9 - Carolyn Winalow
15 Lind St 04102

10 - (Gary A. Sidelinger) dup
74 Underwood Rd.

11 - William J. ^{Springle C.} Gandy
74 Spruce St 04102

12 - George D. Nelson, Jr.
37 Morse St. 04102

~~56-6-14~~
56-6-14 - Myron E. & Josephine P. Gold
50 Noyes St. 04103

15 - James H. & Judith C. Wadlingford
P. O. Box 136, No. Windham, Me. 04062

16 - Noel E. & Lois M. Paradis
44 Sheffield St. 04102

17 - Eugene M. & Julie N. Dilleis
60 Olympia St. 04103

18 - James R. & Regina B. Fontaine
58 Spruce St. 04102

19 - Chester J. & Anne P. Mrowka
273 Spring St. 04102

20, 47 - Andrea & Antoinette DeFort
666 Allen Ave. 04103

21 - Mylan B. & P. Ferial O'Reilly
56 Spruce St. 04102

43, 24
22 - Frank M. & Vanda J. Siciliano
66 Broadway, S. P. 04106

23 - Thomas L. Shupp
52 Spruce St. 04102

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56-6-'25,41 - William G. Louvney
50 Spruce St. 04102

26,⁴⁵ - James H. & Jacqueline Prial
81 North St. 04101

32 - Elizabeth G. Miller
259 Spring St. 04102

33 } F. Siciliano (Repeal)

34

35 - Lisa M. Jones & Sterling J. ^{6 well}
253 Spring St. 04102

36 - Portland West Neighborhood

37 - Harry Baker
32 Pys Rd. 04103

~~41~~

27 - Doris M. Murphy
40 Spruce St. 04102

38 - Francis P. Drake
P.O. Box 1378 04104

28 - Edwin D. & Maxine P. Moore
38 Spruce St. 04102

29 - Carroll & Ellen S. Fernald
36 Spruce St. 04102

~~56-6-30~~

56-6-30 - City

31 - Sadie C. McAfee
13 1/2 Clark St. 04102

40 - Caesar G. Papi ^{+ Mary T.}
6617 Ocean Ave. 04103

44 - John F. + Mildred M. Klewada
140 Clark St. 04102

46 - Robert R. + Viola A. Jensen
34A Spruce St. 04102

56-I-4 - Webster Captain Hoval Partnership
22 Carroll St. 04102

5 - Ellen E. Graham
294 Spring St. 04102

6 - John H. Holverson + Edward L. Wier
292 Spring St. 04102

7 - Carle G. + Paul W. Maddrell
286 Spring St. 04102

8 - Grace Helen + Madelyn Gertrude McDonough
282 Spring St. 04102

9 - Leland D. Hulst III + Annette Langley Hulst
278 Spring St. 04102

10 - Kenneth G. + Patty C. Rosen
276 Spring St. 04101

(12)

56-I-11 - Timothy G. & Dora M. Joyel
272 Spring St. 04102

12 - William & Vera G. Zagorovich
268 Spring St. 04102

57-A-12¹¹ - John R. Killinger
7A Taylor St. 04102

16 - Julia G. Adams
32 May St. 04102

58-C-1 - Kathleen L. Barry
74 Spruce St. 04102

2 - Raymond H. & Barbara S. Lourie
45 Branby Rd., S. P. 04106

27 - Cousins - Portland Assoc.
50 Fed. Nat. Cr. Bldg.
720 State Office Bldg, Boston, Ma. 02116

61-C-16 - James C. & Pamela C. Selberg
62 Devon St. 04102

62-F-9 - Helen G. Webber
11 G. Lettler St. 04102

62-C-29 - Steven G. Blair
Staple Point Rd, Freeport, Me. 04032

28 - Thomas & Marlene J. Hancock
15 Deacon St. 04102

25 - Dutch Van Riper, Jr.
106 Emery St. 04102

25

22 Cushman

(15)

62-C-21, 23 - Howard & Bowie ✓
P.O. Box 460, Damariscotta, Me. 04543

19 - Mary E. Borunick ✓
114 Emery St 04102

17 Ann M. Reinhardt ✓
116 Emery St 04102

16 Patrick J. & Margaret A. Coyne ✓
118 Emery St 04102

14 John & Mary Darrers ✓
120 Emery St of D. Alessandro
04102

12 Peter Ross & Linda B. Basherger ✓
Horse Lane Gorham 04039

{ 10 Gordon H. & Mary H. Timberlake ✓
89 Supton Rd. W. Falmouth 04105
9

6 Michael H. Longley ✓
128 Emery St 04102

5 Janice C. Hennings ✓
130 Emery St 04101

4 John & Lois J. Mandrelli ✓
110.6 Pine St 04102

{ 1 Arthur H. Schnell & Michelle E. Bednarz ✓
116 Pine St 04102
2

- 62-c-3 Lucy Bennett ✓
110 Fern St 04102
- 8 Robert Penrada C/o Ave Maria Hgt ✓
435 Congress 04101
- 11 Joseph H. Nowak & Kathleen T. ✓
Eastern Ave Long Island 04050
- 13 John J. Davy ✓
161 Thomas St 04102
- 15 Cheryl A & Kevin M. Libby ✓
55 Thomas St 04102
- 18, ²⁰ Mary S. ^{Mana D} ~~arrally~~ - Plowde ✓
49 Neal St. 04102

~~20~~

- 55-A-2 - Marshall S. Mack ✓
11 1/2 Vaughan St. 04102
- 9 - Anne Elizabeth Rugh ✓
107 Pine St 04102
- 10 Rugh
- 11 Anne - Marie Tardiff ✓
100 Neal St 04102
- 19 Myerson - Allen & Co. ✓
100 State St 04101

Applicant: *Ebbets associates*
Address: *22 Cushman St.*
Assessors No.: *56 - - 20*

Date: *Jan 9, 1986*
Hilbert, Sarah P. '84

CHECK LIST AGAINST ZONING ORDINANCE

- Date -
- Zone Location - *R-6*
- Interior or corner lot -
- Use -
- Sewage Disposal -
- Rear Yards -
- Side Yards -
- Front Yards -
- Projections -
- Height -
- Lot Area - *5304 sq. ft.*
- Building Area -
- Area per Family -
- Width of Lot - *51'*
- Lot Frontage - *51'*
- Off-street Parking - *2 spaces required*
- Loading Bays -
- Site Plan -
- Shoreland Zoning -
- Flood Plains -

*Private Practice of
Clinical psychology
Bldg is being preserved
in the interior
Residential character of block*

*2 for offices Total: 4
for this size lot
to be provided.
Will spaces be marked in any way?*



CITY OF PORTLAND

CONDITIONAL USE APPEAL

Ebbets Assoc.

DECISION

For the Record

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

Doug Crane - 39 Cushman
Kristopher Vanotis, Atty *Denny Boudreau - 310 Spring*
John Klewiada
Mrs Dionne - 50 Cushman St
Arthur Lopes - 26 Cushman

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

Letter to neighbors from applicant

Findings of Fact

- 1. The proposed conditional use is (circle one) is not (circle one) permitted under Section 14-_____ of the Zoning Ordinance, for the following reason(s):
7-0
- 2. The proposed conditional use does (circle one) does not (circle one) meet all special standards, conditions or requirements, if any, applicable thereto, for the following reason(s):
7-0
- 3-A. There are are not (circle one) unique or distinctive characteristics or effects associated with the proposed conditional use, for the following reason(s):
5-2
- 3-B. There will will not (circle one) be an adverse impact on the health, safety or welfare of the public or the surrounding area, for the following reason(s):
4-3

3-C. The impact does (does not) differ substantially from the impact which would normally occur from such a use in that zone, for the following reason(s): _____

5-2

Conclusion*

After public hearing on 1-9, 1986, and for the reasons above-stated, the accompanying application is hereby (check one)

4-3 granted.

_____ granted subject to the following condition(s):

_____ denied.

Dated: 1-9, 1986

Jacqueline Ober
Secretary of the Board

* The application may be denied only if EITHER the finding for #1 or 2 above is in the negative OR the findings for #'s 3-A, 3-B and 3-C above are each in the affirmative.

Approve

Robert J. Gaudreau
Marion L. Bethers
Eugene S. Marty
Richard Brown

Deny

Jacqueline Ober
Valerie C. C. C.
K. J. J.

22
Cushman

LAND USE

§ 14-137

- i. In the case of expansion onto land of existing such uses other than the lot on which the principal use is located, it shall be demonstrated that the proposed use cannot reasonably be accommodated on the existing site through more efficient utilization of land or buildings, and will not cause significant physical encroachment into established residential areas; and
- ii. The proposed use will not cause significant displacement or conversion of residential uses existing as of June 1, 1983, or thereafter; and
- iii. In the case of a use or use expansion which constitutes a combination of the above-listed uses with capacity for concurrent operations, the applicable minimum lot sizes shall be cumulative.

(3) Other:

- a. Utility substations, such as water and sewage pumping stations and standpipes, electric power substations, transformer stations, and telephone electronic equipment enclosures and other similar structures, provided that such uses are suitably screened and landscaped so as to ensure compatibility with the surrounding neighborhood;
- b. Professional offices of a member of a recognized profession maintained for the conduct of that profession. Professional office uses exclude personal services, retail services, and veterinarians.

The illustrative examples that follow indicate the type of professional offices permitted: health care practitioner, attorney, social worker, engineer, architect, accountant, real estate agent, insurance agent.

Professional office uses shall meet the following standards in addition to provisions of section 14-474, except that subsections i., ii., iii. and iv. of this Section 14-137(3)b. shall not apply to the use of any building not designed or constructed for residential use, which was not in actual use as a residence on April 18, 1984, or thereafter.

- i. A professional office shall not be located within five hundred (500) feet of another as measured along the street line to the respective property lines.
- ii. A building with one (1) or more professional offices shall have at least fifty (50) percent of the total floor area of the building devoted to residential uses.
- iii. The total number of individuals working in a building of professional offices shall not exceed the equivalent of four (4) full-time employees.
- iv. Any additions or exterior alterations shall be compatible with the architecture of the building and maintain the residential appearance of the building. Construction of a new building shall be compatible with the architectural character of the surrounding area.
- v. The scale and surface area of parking, driveways, and paved areas shall be arranged and landscaped to be compatible in size and scale with neighboring properties in the area and to properly screen vehicles from adjacent properties and streets.
- vi. On-site parking shall be required as specified in division 20 ("Off-Street Parking") of this article, for the combined uses of the site.

Supp. No. 20

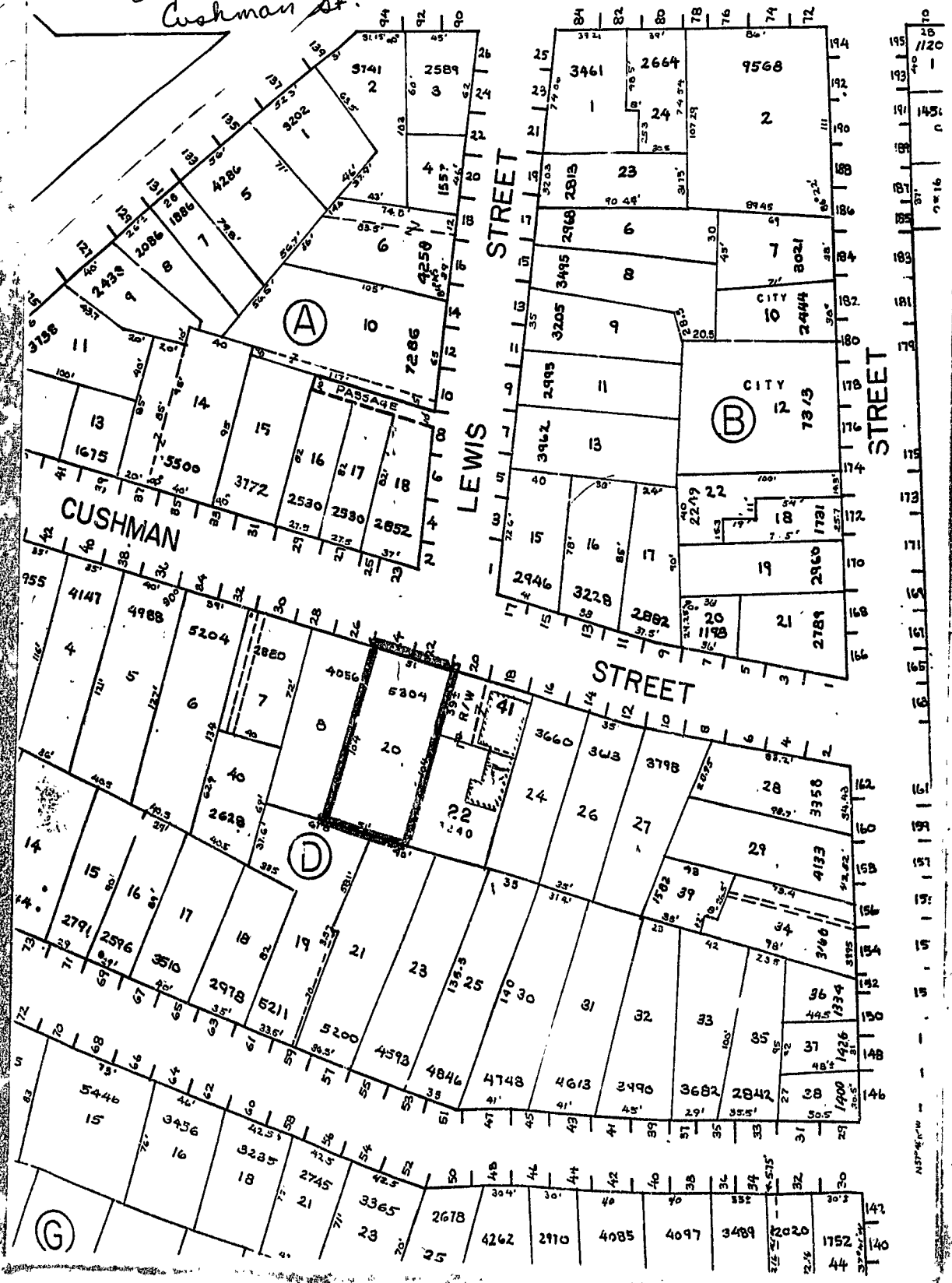
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22 Cushman St.

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 3741 2 2589 3 3461 2664 9568
 4286 15 7286 10 7286
 3138 11 1675 13 5500 14 3172 15 2530 16 2530 17 2852 18 2852
 4147 4 4988 5 5204 6 2880 7 4056 8 5804 9 3660 10 3660 11 3798 12 3958 13 4133 14 4133 15 3786 16 3786 17 3786 18 3786 19 3786 20 3786 21 3786 22 3786 23 3786 24 3786 25 3786 26 3786 27 3786 28 3786 29 3786 30 3786 31 3786 32 3786 33 3786 34 3786 35 3786 36 3786 37 3786 38 3786 39 3786 40 3786 41 3786 42 3786 43 3786 44 3786
 5446 15 3456 16 3235 17 2745 18 3365 19 2678 20 4262 21 2110 22 4085 23 4097 24 3489 25 4202 26 1152 27 44

CITY OF PORTLAND, MAINE
ZONING BOARD OF APPEALS



January 10, 1986

MERRILL S. SELTZER
Chairman

JACQUELINE COHEN
Secretary

ROBERT J. GAUDREAU
THOMAS F. JEWELL
EUGENE S. MARTIN
DAVID L. SILVERNAIL
MICHAEL E. WESTORT

22 Cushman St.

Mr. Christopher Vaniotis, Attorney
Bernstein Shur, Sawyer & Nelson
One Monument Square
Portland, Maine 04101

Dear Mr. Vaniotis:

At the January 9th meeting of the Board of Appeals, the Board voted by a 4 in favor to 3 opposed to grant approval of your client's conditional use appeal to allow professional offices for health care practitioners (clinical psychologists) and a change of use for 22 Cushman Street from six family to five family apartments.

A building permit for the necessary alterations may be obtained as soon as your clients, Ebbets Associates, wish to do so. Once granted, an appeal is effective for six months following its approval.

Sincerely,

Warren J. Turner
Zoning Specialist

WT/el

Enclosure: Copy of Decision

cc: Ebbets Associates, % Dr. Martin Finkelstein
Merrill Seltzer, Chairman, Board of Appeals
Joseph E. Cray, Jr., Director of Planning & Urban Development
Alexander Jaegerman, Chief Planner
P. Samuel Hoffses, Chief of Inspection Services
Merlin Leary, Code Enforcement Officer.