

1. 03/15/18 - Agenda

Documents:

03-15-18 AGENDA.PDF

1.I. ZBA Application - 12 Alder Street

Documents:

12 ALDER - CONDITIONAL USE APPLICATION.PDF  
12 ALDER - ZONING MAP.PDF

1.II. ZBA Application - 79 Clinton Street

Documents:

79 CLINTON - CONDITIONAL USE.PDF  
79 CLINTON - ZONING MAP.PDF

# CITY OF PORTLAND, MAINE

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## ZONING BOARD OF APPEALS

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

### APPEAL AGENDA

**The Board of Appeals will hold a Public Hearing on Thursday, March 15, 2018, 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:** 12 Alder Street, Michael and Kathleen Rokowski, owners, Tax Map 033, Block J, Lot 015, B-2b Community Business Zone: The applicant is seeking a Conditional Use Appeal under Section 14-391(f) to legalize one non-conforming dwelling unit. The existing building is legally a two-family home, and the applicant has presented evidence showing that a third dwelling unit has existed in the building since before April 1, 1995 and therefore qualifies for a legalization under Section 14-391. The legalization requires a conditional use approval from the Zoning Board of Appeals because an objection from an abutter was received. Representing the appeal are the owners.
- B. Conditional Use Appeal:** 79 Clinton St, EZ Spanish Immersions, LLC, owner, Tax Map 136, Block B, Lot 004, R-5 Residential Zone: The applicant is seeking a Conditional Use under Section 14-118(a)(5) to gain approval for an existing third dwelling unit in its building. The current legal use of the building is a two-family. This would extend the Conditional Use that was previously approved by the board on September 21, 2017, so that the applicant can complete the building permit process and start construction. Representing the appeal is Erik Zavasnik of EZ Spanish Immersions, LLC.

#### 2. Adjournment



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

Ann Machado  
Zoning Administrator

### CITY OF PORTLAND ZONING BOARD OF APPEALS Conditional Use Appeal Application

**Applicant Information:**

NAME Michael Rokowski

BUSINESS NAME \_\_\_\_\_

BUSINESS ADDRESS Karokowski@gmail.com  
(207) 671-7713

BUSINESS TELEPHONE & E-MAIL Landlord / Owner

APPLICANT'S RIGHT/TITLE/INTEREST Two Family

CURRENT ZONING DESIGNATION \_\_\_\_\_

EXISTING USE OF THE PROPERTY: Two Family

TYPE OF CONDITIONAL USE PROPOSED: Three Family

**Subject Property Information:**

PROPERTY ADDRESS 12 Alder St.

CHART/BLOCK/LOT (CBL) 033-501 5001

PROPERTY OWNER (If Different) \_\_\_\_\_

ADDRESS (If Different) \_\_\_\_\_

PHONE # AND E-MAIL (207) 671-7713 Karokowski@gmail.com

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 [Signature]

DATE 2/19/18

City of Portland Zoning Board of Appeals  
Conditional Use Appeal Application

COVER LETTER

12 Alder Street  
Michael Rokowski, Landlord/Owner

This is a request/application to change the zoning of 12 Alder Street from a two family unit to a three family unit. This building has three stories of exact size which include 4 bedrooms and one bathroom on each floor. We have paid taxes for this building as a three unit dwelling for more than two decades. We purchased this building as a 3 unit. We have paid water and sewage as a 3 unit for more than two decades. Tax records as far back as 1924 confirm that this building was recorded as a three family.

- 1.) The volume 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;
  - Vehicle traffic is not expected to increase at all. The two families who are waiting to re-occupy these units and who have been renting from us for more than 10 years, do not own their own vehicles. They rely on public transportation. A requirement would be that only one vehicle, per unit is permissible on this property. There are no "hours of operation", where this is a multi-family dwelling. There is no need for expansion 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;
  - 12 Alder Street is, and will continue to be, managed and maintained by landlord/owner Michael Rokowski. Michael will ensure that sanitary conditions are maintained and no harmful conditions exist.
- 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 proposed use is a pre-existing situation. The third floor has been occupied in the past. The landscaping, trash or waste generation, etc. will not have any impact on surrounding properties. We are subject to inspections from the City and/or Portland Housing and will abide by their requirements.

21 Hanover Street  
Portland, ME

February 13, 2018

City of Portland  
Zoning Administration – Room 315  
389 Congress Street  
Portland, ME 04101

RECEIVED

FEB 20 2018

Dept. of Building Inspections  
City of Portland Maine

**RE: 12 Alder Street**

I am writing in regard to the legalization of a third unit at 12 Alder Street. I am strongly against any legal changes that will allow more units or occupants at this address.

This building is what I would consider a “rowdy house”. There is constantly screaming and yelling coming from the front porch and back yard, as well as public drinking and what appears to be drug dealing in front of the house. I have also been informed by my neighbor on Hanover Street, who lives directly behind them, that the building has had two house fires and that they throw trash over the shared fence and into her property.

The tenants here are not only disruptive, but they are unsafe, and the building owners have done nothing to address the situation. I do not see how they are equipped to safely manage additional tenants at this address.

Thank you for your time, and consideration.

Sincerely,



Stephanie Scherer  
Treasurer, Bayside Neighborhood Association  
Homeowner, 21 Hanover Street  
646-351-3200

17 Hanover Street  
Portland, ME

February 8, 2018

City of Portland  
Zoning Administration – Room 315  
389 Congress Street  
Portland, ME 04101

RECEIVED

FEB 12 2018

Dept. of Building Inspections  
City of Portland Maine

RE: 12 Alder Street

I am writing in regard to the legalization of a third unit at the above referenced property. As I understand the ordinance, the primary criteria for approval is passing a Code Inspection, particularly a Fire Safety inspection.

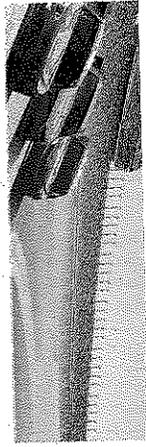
I do have concerns about this as the building has caught fire twice since I have owned my property directly behind it at 17 Hanover Street. I hope that the inspection will be very thorough and that the appropriate follow-up will be made. This property owner has a history of doing only the bare minimum of maintenance (if at all). Due to the density of the buildings on this block, a fire at one is a threat to all.

Denial of the request would at least result in one less stove in the building which would, presumably, reduce the fire risk by one third. Therefore, I am opposed to the approval of this application.

Sincerely,



Hilda Taylor  
(207)761-9651



Ms. Hilda Taylor  
17 Hanover St  
Portland, ME 04101-2987

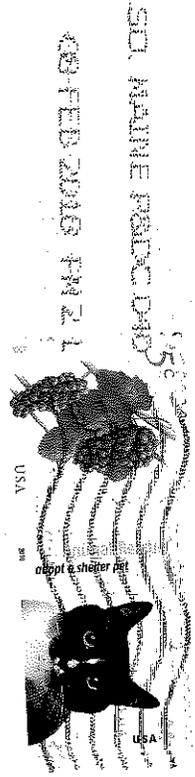
RECEIVED

FEB 12 2018

Dept. of Building Inspections  
City of Portland Maine

City of Portland  
Zoning Administration - Rm. 315  
389 Congress St  
Portland, ME 04101

04101-357130



50. MAINE POSTAGE PAID

08 FEB 2018 PM 2 1



LOT LINE

12'6"

DECK

7'

20'

16'

DRIVEWAY

LOT LINE

55'

LOT LINE - HOSE LINE

25'

12'

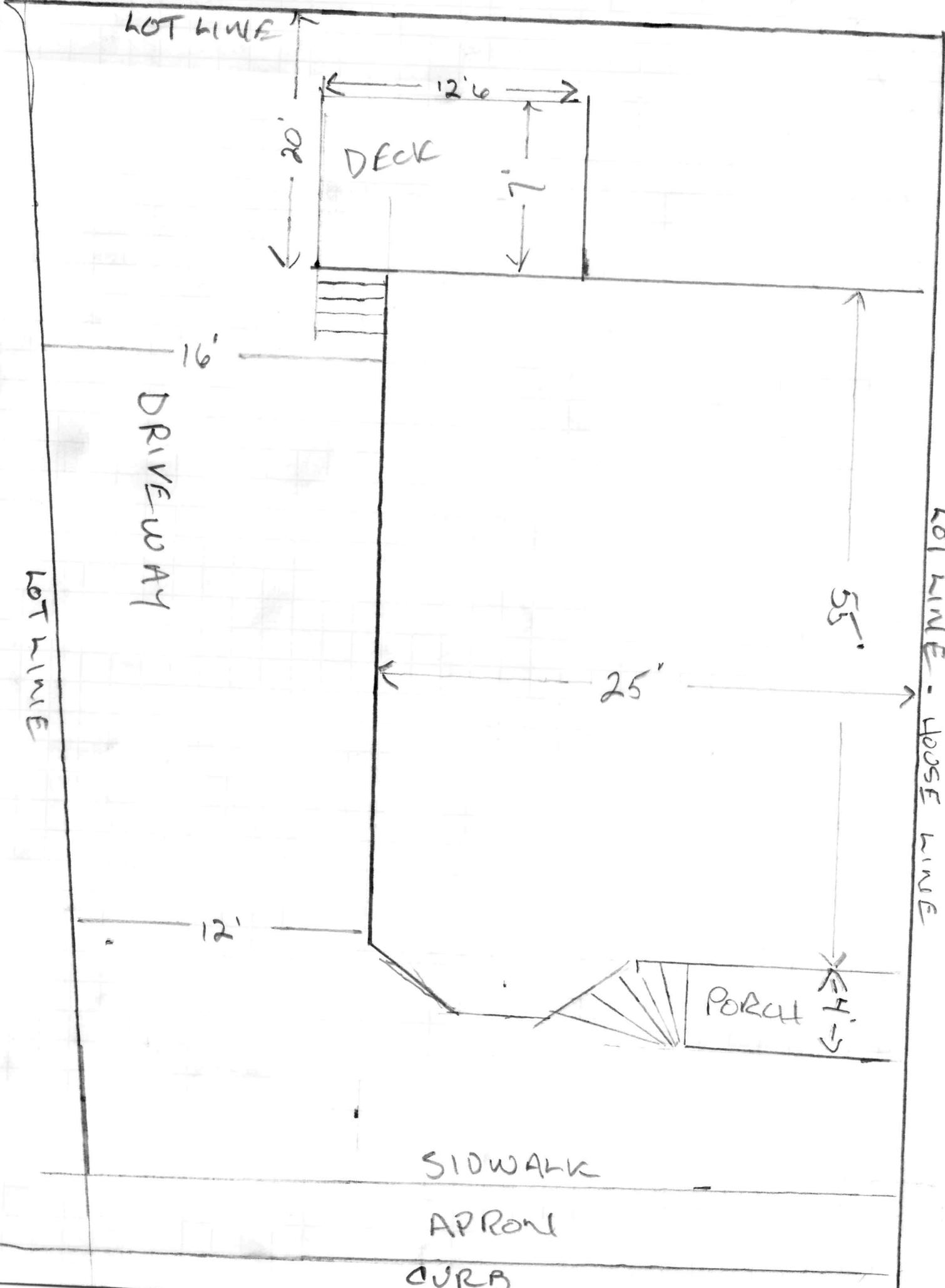
POUCH

7'

SIDWALK

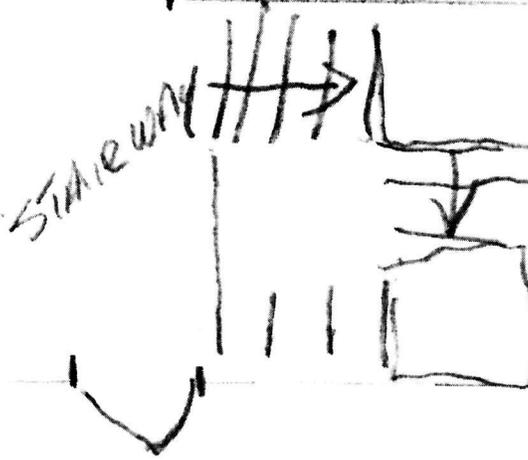
APRON

CURB



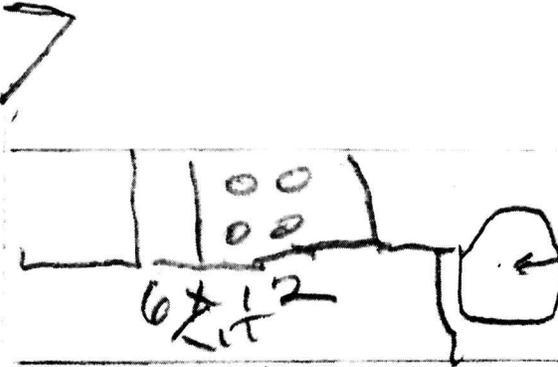
Floor Plan

24'

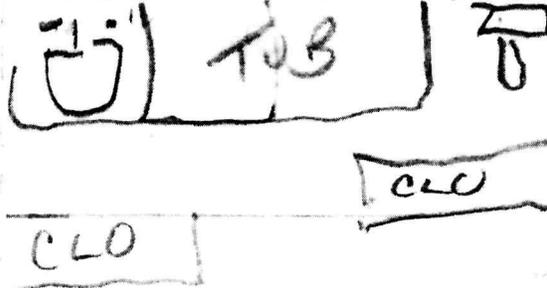


12x12  
BED ROOM

14x12  
KITCHEN  
SITTING  
AREA

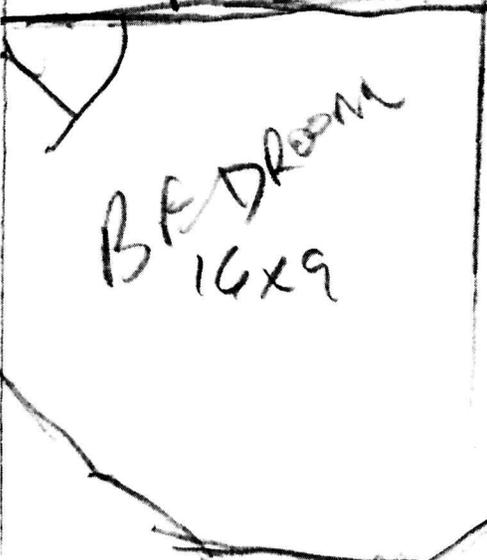


LIVING  
ROOM  
14x12

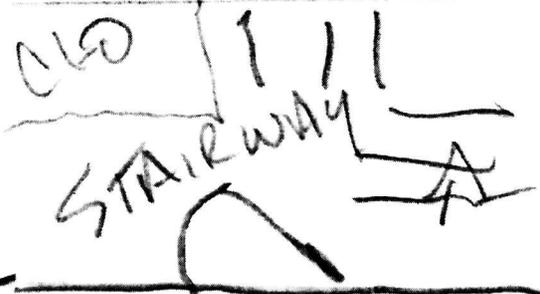


9x12  
BED ROOM

CLO



CLOSET  
9x12  
BED ROOM







1924 Portland Tax Records: 12-14 Alder Street, Portland, 1924



**Owner:** Alice L Silverman  
**Address:** 12-14 Alder Street, Bayside, Portland, Maine  
**Use:** Dwelling - Three Family  
**Local Code:** Block 33J Lot 15 Book 2 Page 1  
**MMN item number:** 32069  
**Style:** Beaux Arts  
**Notes:** The property was subsequently owned by Charles H. Davis.

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

[City](#)   [Home](#)   [Departments](#)   [City Council](#)   [E-Services](#)   [Calendar](#)   [Jobs](#)

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

**New Search!**

**Current Owner Information:**

**Services**

[Applications](#)

[Doing Business](#)

[Maps](#)

[Tax Relief](#)

[Tax Roll](#)

[Q & A](#)

[browse city services a-z](#)

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



Best viewed at 800x600, with Internet Explorer

<b>CBL</b>	033 J015001
<b>Land Use Type</b>	THREE FAMILY
Verify legal use with Inspections Division	
<b>Property Location</b>	12 ALDER ST
<b>Owner Information</b>	ROKOWSKI MICHAEL J & KATHLEEN A JTS 15 SANDY TOES LN WINDHAM ME 04062
<b>Book and Page</b>	12801/29
<b>Legal Description</b>	33-J-15 ALDER ST 12-14  2925 SF
<b>Current Rental Registration</b>	Yes
<b>Acres</b>	0.0671

**Current Assessed Valuation:**

<b>TAX ACCT NO.</b>	5092	<b>OWNER OF RECORD AS OF APRIL 2017</b>
<b>LAND VALUE</b>	\$62,500.00	ROKOWSKI MICHAEL J & KATHLEEN A JTS
<b>BUILDING VALUE</b>	\$198,700.00	15 SANDY TOES LN
<b>NET TAXABLE - REAL ESTATE</b>	\$261,200.00	WINDHAM ME 04062
<b>TAX AMOUNT</b>	\$5,654.98	

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

**Building Information:**

<b>Building 1</b>	
<b>Year Built</b>	1920
<b>Style/Structure Type</b>	5
<b># Units</b>	3
<b>Bedrooms</b>	12
<b>Full Baths</b>	3
<b>Total Rooms</b>	18
<b>Attic</b>	NONE
<b>Basement</b>	FULL
<b>Square Feet</b>	4122

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

**Sales Information:**

Sale Date	Type	Price	Book/Page
11/1/1996	LAND + BUILDING	\$25,000.00	12801/29

4/1/1996

LAND + BUILDING

\$7,000.00

12433/43

**New Search!**

61768

SHORT FORM WARRANTY DEED

Oren B. Ahlquist of 266 Beech Ridge Road, Scarborough, ME 04074, FOR CONSIDERATION PAID, grants to Michael J. Rokowski and Kathleen A. Rokowski of 690 Dutton Hill Road, Gray, ME 04039 as joint tenants and not as tenants in common, with WARRANTY COVENANTS, the following described real property located in the City of Portland, County of Cumberland and State of Maine:

MAINE REAL ESTATE TAX PAID

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

Beginning on the westerly side of said Alder Street at the northerly corner of the lot of land now or formerly of James Robinson; thence

Northerly by said street a distance of thirty-five (35) feet to land now or formerly of David Skillings and from these two bounds extending back from said street approximately seventy-seven (77) feet keeping the width of a thirty-five (35) feet to land now or formerly of Emma Lord.

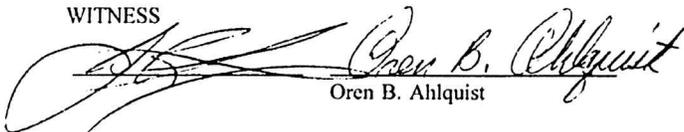
The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

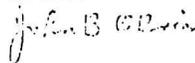
This conveyance is made subject to unpaid real estate taxes for the current tax year, if any, which the Grantees herein, by acceptance of this deed, assume and agree to pay.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantor herein by deed of Roger D. Passmore and Elaine M. Passmore dated April 10, 1996 and recorded in the Cumberland County Registry of Deeds in Book 12445, Page 6.

WITNESS my hand and seal this 1st day of November, 1996.

WITNESS

  
Oren B. Ahlquist

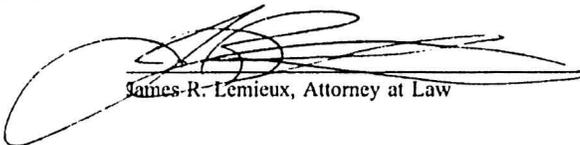
RECEIVED  
RECORDED REGISTRY OF DEEDS  
05 NOV -4 AM 11:03  
CUMBERLAND COUNTY  


STATE OF MAINE  
Cumberland, ss.

November 1, 1996

Personally appeared the above named Oren B. Ahlquist and acknowledged the foregoing instrument to be his free act and deed.

Before me,

  
James R. Lemieux, Attorney at Law

61773

SHORT FORM WARRANTY DEED

Oren B. Ahlquist of 266 Beach Ridge Road, Scarborough, ME 04074, FOR CONSIDERATION PAID, grants to Michael J. Rokowski and Kathleen A. Rokowski of 690 Dutton Hill Road, Gray, ME as joint tenants and not as tenants in common, with WARRANTY COVENANTS, the following described real property located in the City of Portland, County of Cumberland and State of Maine:

MAINE REAL ESTATE TAX PAID

A certain lot or parcel of land, together with the buildings and improvements thereon, situated on the southwesterly side of Alder Street in the City of Portland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at the southeasterly corner of land formerly owned by Captain Thomas Bolton which corner is one hundred ten (110) feet southerly from Portland Street; thence

Running southeasterly by said Alder Street a distance of thirty-six (36) feet to land formerly owned by Joseph Weeks and later by one Jackson; thence

Southwesterly by said Jackson land approximately seventy-five (75) feet to land formerly owned by Berry; thence

Northwesterly by said Berry land a distance of thirty-eight (38) feet, more or less, to said Bolton land; thence

Northwesterly by said Bolton land a distance of seventy-three (73) feet, more or less to the point of beginning.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

This conveyance is made subject to unpaid real estate taxes for the current tax year, if any, which the Grantees herein, by acceptance of this deed, assume and agree to pay.

Meaning and intending to convey and hereby conveying the same premises conveyed to the Grantor herein by deed of Joanne M. Roussin dated April 2, 1996 and recorded in the Cumberland County Registry of Deeds in Book 12433, Page 43.

WITNESS my hand and seal this 1st day of November, 1996.

WITNESS

\_\_\_\_\_  
Oren B. Ahlquist

Be

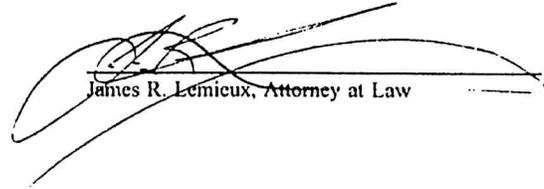
BK 1280 | PG 030

STATE OF MAINE  
Cumberland, ss.

November 1, 1996

Personally appeared the above named Oren B. Ahlquist acknowledged the foregoing instrument to be his free act and deed.

Before me,



James R. Lemieux, Attorney at Law

RECEIVED  
REGISTRY OF DEEDS  
NOV-4 AM 10  
CUMBERLAND COUNTY  
J. A. B. G. B. J.

# RENTAL AGREEMENT

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND ANY PART OF THE DOCUMENT PLEASE ASK FOR A CLARIFICATION BEFORE SIGNING.

Type: 1 year lease  
Address: 12 Alder St. Portland Me.  
Apartment #: 2

Michael Rokowski hereinafter referred to as landlord, agrees to rent to Bobbie Deschambault herein after referred to as tenants, the property described as **12 Alder St Apartment #2** herein after referred to as the premises, together with the following personal property: carpets, doors, window coverings, light fixtures, and built-in appliances.

*14914*  
*9/15/03 MIC BSMARD*  
LEASE This tenancy shall commence on **9/01/03** and terminate on **8/31/04**. The total rent for this lease period is ~~\$75,000.00~~. The tenants shall pay the first month's rent and a security deposit (described in a subsequent paragraph) in advance. Upon expiration of this agreement, the tenancy shall revert to a month to month tenancy.

*1243 BSMARD MR*  
1) **RENT** The rent is ~~\$1,250.00~~ per month, payable in advance on the 1st day of each calendar month. Tenants to pay rent at the office of the landlord at 290 Center Road, Gray, ME 04039 or at such other place as the landlord may designate from time to time.

*Rent is subject to increase after the initial term w/ a sixty (60) day advance written notice*

2) **BAD CHECKS** Tenants shall pay a **\$20.00** charge for handling of each check returned by the tenants' bank for "insufficient funds." Any dishonored check shall be treated as unpaid rent. It is hereby mutually agreed that if the tenants' bank returns a check, all future rent payments must be made in the form of cash, cashier's check or money order.

### 3) SECURITY DEPOSIT

**THE SECURITY DEPOSIT SHALL NOT BE USED AS THE LAST MONTH'S RENT UNDER ANY CIRCUMSTANCES WHATSOEVER.**

Tenants agree to pay a refundable security deposit of \$1,250.00 before occupying the premises. Said deposit shall be refunded within 15 days along with a written accounting of disposition of said deposit after tenants completely vacate the premises provided:

- A. No damage, other than normal wear, has been done to the premises, the furniture or other personal property.
  - B. Premises are left clean. Landlord may deduct a portion of deposit to pay for certain cleaning if premises are not left clean.
  - C. All utilities that are the responsibility of the tenant have been paid for in full, and have been properly notified of the tenants' departure.
  - D. All keys have been returned to the landlord.
  - E. All of tenants' personal property has been removed from the premises.
- 6-15-03*

Tenants shall park no boat, trailer or recreational vehicle on the premises without prior written approval of the landlord. There is to be no washing or repairing of any vehicle in the provided parking area. No unregistered vehicles shall be kept in the parking area.

Landlord shall contract snow-plowing of the parking area.

Landlord shall pay for snow-plowing. Tenant shall shovel and sand property's sidewalk and front entrance using shovel and sand provided by Landlord. Shoveling must be done by 8:00 a.m. or immediately following end of snowfall.

**11) RUBBISH** Rubbish collection for the premises is provided by the City of Portland on Wednesdays. Tenants are responsible for delivering their rubbish to the curbside no more than 24 hours before the collection time. Rubbish is not to be kept in hallways. If rubbish is placed on an exterior porch, it must be kept in container with a lid (to be provided by tenant) that prevents animals from disturbing it. If rubbish is disturbed the tenant shall pick it up.

**12) ENTRANCES AND HALLWAYS** In compliance with State Fire Code, personal property, including but not limited to bicycles and toys, is not to be left in the entrance area or hallways at any time.

**13) NOISE AND DISTURBANCE** No tenant may make or create or permit any other occupants or visitors to make or create noise and disturbances including but not limited to loud playing of audio or video equipment. Landlord will provide one written notice of objectionable noise or disturbance. The undersigned tenants agree that if the noise or disturbance continues they will be given a 7 Day Notice to Vacate the premises and will so vacate the premises.

**14) OIL HEAT** The landlord shall provide a full tank of oil at the beginning of the tenants' occupancy.

The tenant shall maintain the premises at a temperature no lower than 50 degrees Fahrenheit.

**15) DAMAGES AND REPAIRS** Tenants agree to pay for all damages to the premises done by the tenants or their visitors. Tenants agree not to paint, paper, alter, redecorate, or make repairs to the dwelling, except as provided by law, without first obtaining the landlord's specific written permission.

Tenants agree to pay for all damages due to frozen pipes and plumbing in the event that they do not maintain the minimum temperature of 50 degrees Fahrenheit in the premises due to intentionally or accidentally running out of oil, switching off the burner or intentionally disabling the thermostatic control of the premises.

Landlord agrees to undertake as soon as possible any and all repairs necessary to make the premises habitable and to correct any defects that are hazardous to the health and safety of the occupants, upon notification by tenants of the problem. If the landlord cannot reasonably complete such repairs within three days, he shall keep the tenants informed of the work progress.

All requests by tenants for service and repairs, except in the case of emergency, are to be in writing. Tenants agree to keep the premises in good order and condition and pay for any repairs caused by their negligence or misuse or that of their family or visitors.

Any fasteners or other devices (including but not limited to picture hanging devices) installed on or in the walls, woodwork or any other area of the unit must be approved in advance by the landlord. Damage from

unapproved items and/or excessive damage from approved items will result in forfeiture of the security deposit.

Any routine toilet clogging is to be remedied by the tenants using the plunger provided with the premises. Flushing of objects and/or materials other than human waste and/or toilet tissue is strictly forbidden.

16) **USE** The premises are to be used only as a residence. No commercial use is allowed. The tenants agree not to disturb, annoy, endanger or inconvenience neighbors nor use the premises for any unlawful purpose, nor violate any law ordinance nor commit waste or nuisance upon or about the premises. No waterbed may be used on the premises.

17) **UTILITIES** The landlord shall pay for the following utilities:

**A.WATER B.SEWER C.ELECTRIC D.OIL**

Tenants shall be responsible for opening, closing and paying all costs for the following utilities:

**A.PHONE (NYNEX)**

**B.CABLE TV (TIME WARNER)**

18) **INSURANCE** The landlord shall obtain fire insurance to cover the premises. **Tenants are aware that landlord's insurance does not cover tenants' personal property, and they are encouraged to secure a tenants' insurance policy.**

In the event of fire or casualty damage caused by the tenants, they shall be responsible for payment of rent and for repairs to correct the damage. If a portion of the premises should become uninhabitable due to fire or casualty damage due to no fault of the tenants, they shall not be responsible for rent for that portion. Should the entire premises be uninhabitable due to no fault of the tenants, no rent shall be due until premises shall be made habitable again. The landlord shall reserve the right to determine whether premises or a portion thereof is uninhabitable.

19) **HAZARDOUS MATERIALS** Tenants agree not to keep or use on the premises any material which an insurance company may deem hazardous or to conduct any activity which increases the rate of insurance for the landlord.

20) **NEGLIGENCE** Tenants agree to hold the landlord harmless from claims of loss or damage to property and injury or death to persons caused by the negligence or intentional acts of the tenants or their visitors.

21) **EMERGENCIES** In the event of an emergency involving the premises the tenants shall immediately call the landlord at (207) 657-4480 or (207) 671-7713 or other number as the landlord may from time to time designate, and report problem. **If unable to reach the landlord in the case of an extreme emergency please call Bruce Buotte at (207) 839-2751 and explain who you are and what the problem is. Do not expect Mr. Buotte to remedy the situation. He may or may not be able to assist.**

22) **DELAY** If the landlord shall be unable to give possession of the premises on the day of the commencement of this agreement by reason of the holding over of any prior occupant of the premises or for

any other reasons beyond the control of the landlord, then tenants' obligations to pay the rent and other charges in this agreement shall not commence until possession of the premises is given or is available to tenants. Tenants agree to accept such abatement of rent as liquidated damages in full satisfaction of the failure of landlord to give possession of said premises on agreed date and further agree that landlord shall not be held liable for any damages tenants may suffer as a consequence of not receiving timely possession.

**23) SUBLETTING** Tenants shall not sublet, assign or transfer all or part of the premises without the prior written consent of the landlord.

**24) RULES** Tenants shall comply with all covenants, conditions and restrictions that apply to the premises.

**25) RESPONSIBILITY TO PAY RENT** All undersigned tenants are jointly and severally (together and separately) liable for all rents incurred during the term of this agreement. (Every member is equally responsible for payment of the full rent.) Each tenant who signs this agreement authorizes and agrees to be the agent of all other occupants of the premises and agrees to accept, on behalf of the other occupants, service of notices and summons relating to tenancy.

**26) SUBSTITUTION OF TENANTS** In the event one tenant moves out and is substituted by another, the new tenant shall fill out an application and tenancy shall be subject to the approval of the landlord. No portion of the security deposit will be refunded to a vacating tenant until the full security deposit has been reinstated by the substitute tenant.

**27) HOLD OVER** If after the date of termination of tenancy, tenants are still in possession of premises, they will be considered holding over and agree to pay rental damages at the rate of 1/30th of their then current monthly rent per day of holdover.

*Lease term shall automatically continue month to month after the initial term unless otherwise modified or terminated.* *ESMIRAD MW*

**28) ABANDONED PROPERTY** In accordance with Title 14, Chapter 710, Section 6013, Property Abandoned By Tenant, any property with a total value of \$100 or less and \$100 or more, that is abandoned or unclaimed by a tenant following the tenants' vacating the rental unit shall be disposed of according to Title 33, Chapter 37. The undersigned tenants agree to waive their rights to any claim for abandoned or unclaimed property according to Title 14, Chapter 710, Section 6013. The undersigned tenants agree that once they have vacated the premises via an eviction, or on their own, that they waive any rights to any claim for personal property against the landlord.

**29) LOCK-OUT** In the event that a tenant locks his or herself out of the unit, it shall be their responsibility to hire a lock-smith to gain access. Attempting to force entry through a window, locked door, or any other means will result in forfeiture of the security deposit. If lockout occurs between the hours of 8 a.m. and 9 p.m. and the landlord is on the property, he may grant access. If the lockout occurs at any other time, and he is asked for entry it will result in a \$20.00 lock-out fee.

**30) DECKS AND/OR PORCHES** At no time shall the deck/porch on the rear /front of the unit have more than ten (10) people on it under any circumstances. Violation of this will result in forfeiture of the security deposit.

**31) GUESTS** Any guest occupying the premises for more than five consecutive days or more than 7 days in a 1 month period must be approved by the landlord. The fee for rent is based on the number of occupants listed on this agreement. A tenant having a guest that occupies the premises in excess of the terms stated above will incur additional charges to cover excess water use and wear on the premises. This fee may be waived only for authorized guests and only at the discretion of the landlord.

**32) LEAD PAINT** The property/unit was built before 1973. In any property built before 1973 there is a risk of exposure to lead paint. Please read the following notice and disclosure regarding lead paint.

*Your unit may contain substantial amount of lead-based paint, even where HUD regulations do not require that properties be made free of lead based paint. Children get lead poisoning when they eat bits of paint that contain lead. If a child eats enough lead paint, his brain will be damaged. He may become mentally retarded or even die. Older houses often have layers of lead paint on the walls, ceilings and woodwork. When the paint chips off or when the plaster breaks, there is real danger for babies and young children. Outdoor lead paints and primers may have been used in many places, such as walls, fences, porches and fire escapes. If you have seen your child putting pieces of paint or plaster in his mouth you should take him to a doctor, clinic or hospital as soon as you can. In the beginning stages of lead poisoning a child may not seem really sick. Do not wait for signs of poisoning. Of course, a child might eat paint chips or chew on a painted railing or window sill while parents aren't around. Has your child been especially cranky? Is he eating very little? Does he throw up or have stomach aches often? These could be signs of lead poisoning. Look at your walls and ceilings and woodwork. Are there places where the paint is peeling? Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork and ceilings. Sweep up all of the pieces of paint and plaster. Put them in a paper bag or wrap them in newspaper and put the package in a trash can. Always keep the floor clear of loose bits of paint and plaster. Children will pick loose paint off of the walls, so be extra careful about keeping the lower part of the walls covered by moving heavy furniture against them. If you want to know more about how to keep your child safe from lead poisoning, talk to your doctor, public health nurse or social worker at a clinic or health department.*

By signing this rental agreement, I hereby certify that I understand that the premises that I will rent and occupy as tenant may have been built prior to 1950 and may contain lead based paint which was in use at that time, and that I have received a copy of this notice and disclosure (included within rental agreement).

**33) OTHER CHARGES AND PENALTY FEES** The following fees shall be assessed to the tenant for the following circumstances:

A. Returned Check	\$20.00
B. 7 Day Notice	\$45.00
C. Forcible Entry/Summons Complaint	\$135.00
D. Replacement Set of Keys	\$8.00
E. Less than one year tenancy	
F. Oil Tank Refilling	
G. Lock-out Charge	\$20.00

**34) OTHER CONDITIONS** Each provision herein containing words used in the singular shall include the plural where context requires. If any item in this agreement is found to be contrary to federal, state or local law, it shall be considered null and void and shall not affect the validity of any other item in the agreement. The waiver of any breach of any of the terms and conditions of this agreement shall not constitute a continuing waiver of a subsequent breach of any of the terms or conditions herein. The foregoing constitutes the entire agreement between the parties and may be nullified or changed only in writing and signed by both parties. Both parties have executed this agreement in duplicate and hereby acknowledge receipt of an original copy on the day and year first shown above.

TENANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING:

- 1 Move-in Inspection Sheet
- 2 Utility Transfer Forms
- 3 Front Entry Key
- 3 Apartment Front Door Key
- ~~3 Apartment Rear Door Key (N/A Front and Rear Identical)~~
- 3 Laundry Area Key N/A

(Keys must be returned at the termination of this agreement. If they are not returned the amount of \$2.00 per key will be deducted from the security deposit.)

SIGNATURE INDICATES ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT (pages 1-7)

Tenant Signature *[Handwritten Signature]* Date 09-23-03

Tenant Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant Signature *[Handwritten Signature]* Date \_\_\_\_\_

Landlord Signature *[Handwritten Signature]* Date \_\_\_\_\_

Received from Tenant

First Month's Rent	\$1,250.00	Amount
Security Deposit	\$ 1,250.00	Amount RECEIVED
Additional Rent (if applicable)		Amount RCVD
Other Deposits (if applicable)		Amount RCVD

*Mick Know I have Animals. Bobbie*

**RENTAL AGREEMENT**

THIS DOCUMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY. IF YOU DO NOT UNDERSTAND ANY PART OF THE DOCUMENT, PLEASE ASK FOR A CLARIFICATION BEFORE SIGNING.

Type: 1 Year Lease  
Address: 12 Alder Street  
Apartment: #3  
Date: July 1, 2009

Holdover Clause: The Lease term shall automatically continue on a month-to-month basis after the initial term unless otherwise modified or terminated.  
Initials: MR owner T.B family

**Michael Rokowski** hereinafter referred to as landlord, agrees to rent to **Tyechia Bauld** herein after referred to as tenants, the property described as **12 Alder St., Apartment #3** herein after referred to as the premises, together with the following personal property: carpets, doors, window coverings, light fixtures and built-in appliances.

**LEASE:** This tenancy shall commence on **7/1/2009** and terminate on **6/30/2010**. The total rent for this lease period is **\$17,868**. The tenants shall pay a security deposit in advance. Upon expiration of this agreement, the tenancy shall revert to a month to month tenancy.

**RENT:** The rent is **\$1489<sup>00</sup>** per month, payable in advance of the 1<sup>st</sup> day of each calendar month. Tenants to pay rent at the office of the landlord at 290 Center Road, Gray, ME 04039 or at such other place as the landlord may designate from time to time. *All Utilities Included.*

**BAD CHECKS:** Tenants shall pay a \$28.00 charge for handling of each check returned by the tenants' bank for "insufficient funds". Any dishonored check shall be treated as unpaid rent. It is hereby mutually agreed that if the tenants' bank returns a check, all future rent payments must be made in the form of cash, cashier's check or money order.

**SECURITY DEPOSIT:**  
**THE SECURITY DEPOSIT SHALL NOT BE USED AS THE LAST MONTH'S RENT UNDER ANY CIRCUMSTANCES WHATSOEVER.**

Tenants agree to pay a refundable security deposit of **\$1,200.00** before occupying the premises. Said deposit shall be refunded within 15 days along with a written accounting of disposition of said deposit after tenants completely vacate the premises provided:

- A. No damage, other than normal wear, has been done to the premises, the furniture or other personal property.
- B. Premises are left clean. Landlord may deduct a portion of deposit to pay for certain cleaning if premises are not left clean.
- C. All utilities that are the responsibility of the tenant have been paid for in full, and have been properly notified of the tenants' departure.
- D. All keys have been returned to the landlord.
- E. All tenants' personal property has been removed from the premises.
- F. All other conditions and terms of this agreement have been fulfilled.

JUN 19 '09 PM 1:59

(Keys must be returned at the termination of this agreement. If they are not returned, the amount of \$5.00 per key will be deducted from the security deposit).

**SIGNATURE INDICATES ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT**

TENANT SIGNATURE *Stephen Baul* DATE 7-9-09

TENANT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

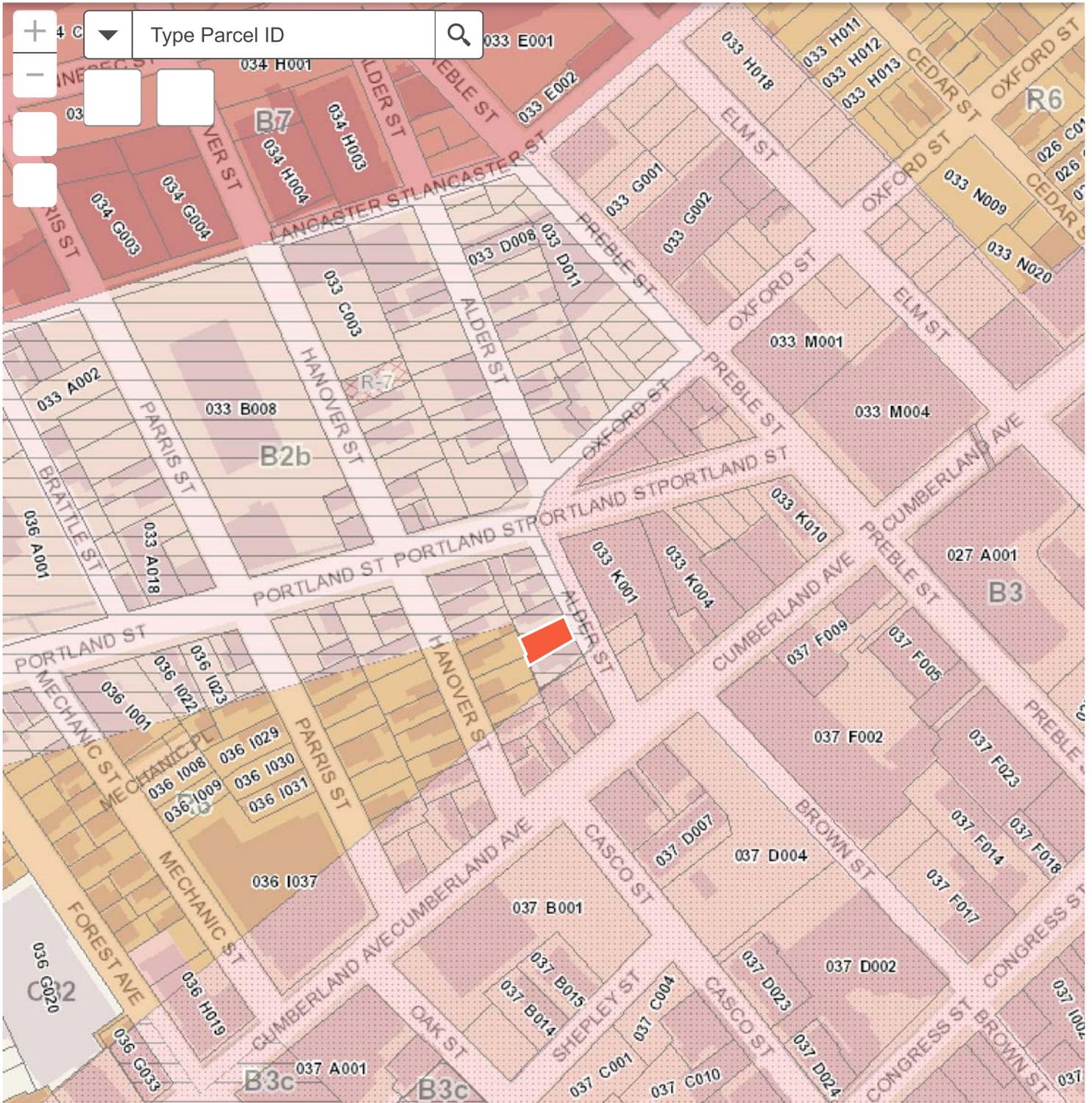
LANDLORD SIGNATURE *MVPK* DATE 7/20/09

**RECEIVED FROM TENANT:**

FIRST MONTH'S RENT \$315.00

SECURITY DEPOSIT PAYMENT PLAN \$1200 REQUESTING

# 12 Alder St - Conditional Use



200ft

2,929,464.882 301,122.721 Feet



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

Ann Machado  
Zoning Administrator

**CITY OF PORTLAND ZONING BOARD OF APPEALS**  
**Conditional Use Appeal Application**

**Applicant Information:**

Erik Zavasnik

NAME

**EZ Spanish Immersions, LLC**

BUSINESS NAME

**PO Box 64, S. Freeport, ME, 04078**

BUSINESS ADDRESS

**207-650-1932**

BUSINESS TELEPHONE & E-MAIL

**Owner**

APPLICANT'S RIGHT/TITLE/INTEREST

**R5**

CURRENT ZONING DESIGNATION

EXISTING USE OF THE PROPERTY:

Residential 3 unit (2 conforming, 1 not conforming)

TYPE OF CONDITIONAL USE PROPOSED:

Residential 3 unit

**Subject Property Information:**

79 Clinton St.

PROPERTY ADDRESS

**136 B004001**

CHART/BLOCK/LOT (CBL)

PROPERTY OWNER (If Different)

ADDRESS (If Different)

**xyzavasnik@gmail.com**

PHONE # AND E-MAIL

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

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

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

**From:** Erik & Christy Zavasnik, EZ Spanish Immersions LLC

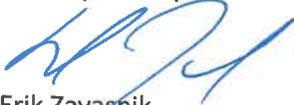
**Date:** February 3, 2017

**Re:** Conditional Use Application Extension

We are writing to ask for a 6 month extension of the Conditional Use Appeal granted to us by the Zoning Appeals Board on September 21, 2017. Since receiving that approval, we have met all three of the conditions outlined in the decision letter sent to us on September 25th, 2017 (1. Applied for and received an Administrative Authorization from the Planning Department, 2. Filed a Commercial Interior Alteration Permit, and 3. Received an Affordable Housing Agreement from the Housing and Community Development Division).

The Planning Department has now reviewed our application, and told us that we will need to get Architectural Drawings made for the (existing) unit in question, and install sprinklers throughout the building. So, we are currently getting quotes from architects and sprinkler installation companies so that we can continue to move forward with the Conditional Use process. We would like to emphasize that we have made no changes to our application to the Zoning Board, nor to the building. We simply need additional time to complete the requirements that are being requested by the Planning Department.

Thank you for your consideration.



Erik Zavasnik

EZSI, LLC

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

**From:** Erik & Christy Zavasnik, EZ Spanish Immersions LLC

**Date:** August 18, 2017

**Re:** Conditional Use Application

As the owners of the apartment building at 79 Clinton St. in Portland, we are seeking Conditional Use approval for a third unit that was installed in 1995 by a previous owner. Our LLC purchased the property in 2012. At that time it was listed as a two unit, with an additional non-conforming third unit that had been installed within a dormer on the third floor. Permits from the City of Portland show that the dormer was permitted in 1993, and completed in 1995, though it does not appear that the owner at that time shared his intention to install an apartment in that unit.

In April of 2012, this property was listed for sales as a three-unit. Upon purchasing the three-unit property, we began renting the single bedroom unit on the third floor. When the city created the new Housing Safety Office, we filed our forms for the building as a three-unit, so that the unit would be recorded with the city. It was inspected a year later, on 12/03/2016, and met all Housing Safety requirements. The inspector told me at that time we should contact the city and have the unit legalized, so that all city records would be consistent. We began the process to do so, however, we were informed by the Zoning & Permitting Office that in the absence of proof of previous rental of the third unit before 1995, the legalization path would be closed to us. We did contact the owner of record who installed the unit in 1993, however, he did not want to confirm in writing whether or not he had ever rented the unit prior to 1995.

We are now applying for a Conditional Use certificate and are attaching the required supporting information. Since the unit was installed in a previously unfinished attic, by a prior owner, and has been in existence since 1995, it does not create any issues with the standards for denial outlined in the application packet. The unit is in excellent condition, and has already passed its Housing Safety Inspection. The current tenant has been there for five years, and is very happy with it. In addition, the rent has remained unchanged for those five years, per our philosophy as landlords. Our tenant is paying well below-market rent (\$900) for a high-quality, meticulously maintained one-bedroom apartment in a desirable neighborhood. With the current shortage of quality and affordable rental housing in Portland, and the fact that the unit conforms to all current safety codes while not creating any issues with the Conditional Use standards for denial, we feel that this unit is a strong candidate for granting a Conditional Use permit.

Thank you for your consideration.

A handwritten signature in blue ink, appearing to be 'Erik Zavasnik', is located at the bottom of the page.

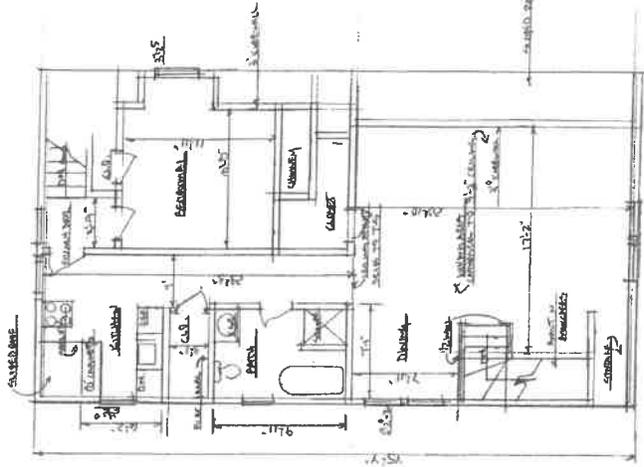
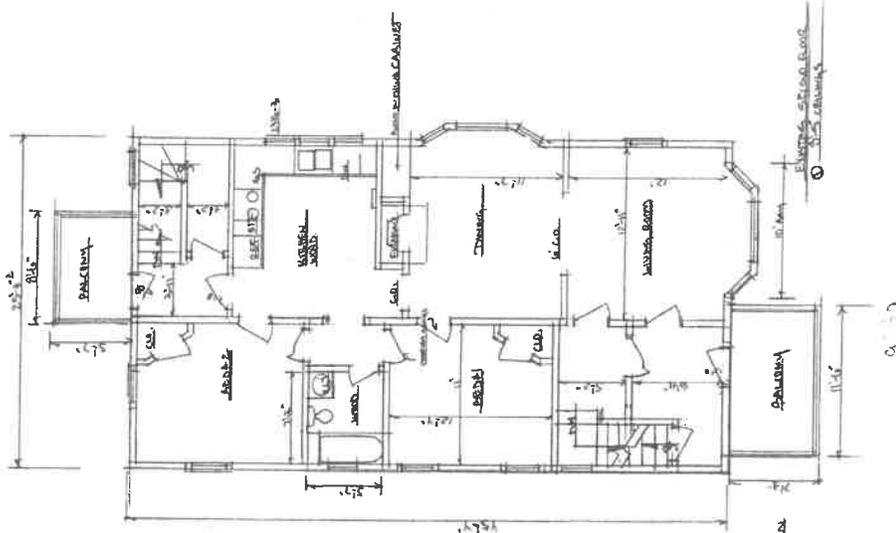
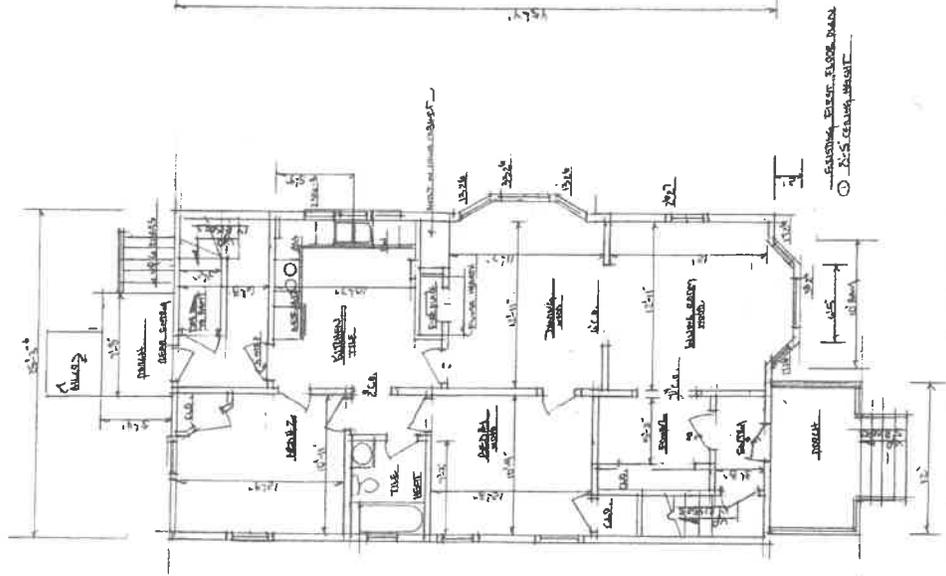
5. Use of space existing since September 3, 2008 to accommodate additional dwelling units under the following conditions:

- a. The space was added to the property in 1994-1995 (see attached permit).
- b. Unit is already existing, and will not be sold as a condominium or separated from the ownership of the building in any way.
- c. Unit currently rents for \$900/month (see attached lease). City of Portland Affordability Standards will be met through a recorded housing agreement.
- d. Unit has a square footage over the required minimum of 400 square feet (see attached line drawing). The unit was added in an unfinished attic in 1994-1995 (see attached permit)- no floor area was removed from any existing units.
- e. No modifications to existing structures are necessary.
- f. Parking is provided in attached driveway (see Lot plan).
- g. There are no open outside stairways or fire escapes. Unit has front and rear egress, front/rear fire doors, and conforms to all fire codes (inspected by Housing Safety Office 12/3/2016).
- h. No alterations or additions are necessary.

Standards:

1. There will be no increase in volume and type of vehicle traffic to be generated since the unit has been in existence since 1995.
2. There will be no change to sanitary conditions, noise, glare, dust, or sewage, since the unit has been in existence since 1995.
3. There will be no impact on surrounding properties, since the unit has been in existence since 1995.

# Existing Floor Plans



2430 VPSNYK OAKS, CO  
 150-1832  
 EXISTING EXIST. ELOOR PLAN  
 ERIC SANDERSON  
 150-1832  
 150-1832





7/27/2017

Clinton St Picture.jpg



Plot Map



**WARRANTY DEED**  
Limited Liability Company Grantee

**Know All by these Presents,**

**That I, James B. Yorke,** of Portland, Maine, for consideration paid, grant to:

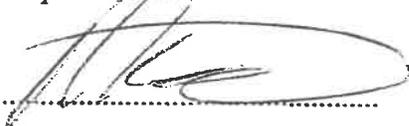
**EZ Spanish Immersions, LLC**

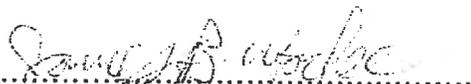
a limited liability company organized and existing under the laws of the State of Maine, of South Freeport, Maine, whose mailing address is: P.O. Box 64, South Freeport, Maine 04078, with warranty covenants, the land in Portland, County of Cumberland, and State of Maine, described as follows:

A certain lot or parcel of land, together with any buildings and improvements thereon, situated in the City of Portland, County of Cumberland, and State of Maine as set forth in Exhibit A attached hereto and made a part hereof.

Witness my hand and seal this 20th day of June, 2012

Signed, Sealed and Delivered  
in presence of

  
.....

  
.....  
**James B. Yorke**

**State of Maine, County of Cumberland ss.**

June 20, 2012

Then personally appeared the above named James B. Yorke and acknowledged the foregoing instrument to be his free act.

Before me,

  
.....  
**Attorney at Law/Notary Public**  
Printed Name *Richard C. Burkhardt*

**EXHIBIT A**

**79 Clinton Street, Portland, Maine 04103**

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

Beginning at a point on the northerly side of Clinton Street, a distance of fifty (50) feet westerly from the westerly side of Florence Street;

Thence from said point of beginning running westerly by Clinton Street, a distance of fifty (50) feet to a point;

Thence northerly at right angles to Clinton Street, a distance of seventy-five (75) feet to a point;

Thence easterly by land now or formerly of Pettingill, a distance of fifty (50) feet to land now or formerly of the Townsend Estate;

Thence southerly parallel to Florence Street, a distance of seventy-five (75) feet to the corner and point of beginning.

The premises are conveyed together with and subject to any and all easements or appurtenances of record, insofar as the same are in force and applicable.

This conveyance is made subject to real estate taxes for the current tax year, which the Grantee herein, by acceptance of this deed, assumes and agrees to pay.

Being the same premises conveyed to the Grantor herein by virtue of a warranty deed from Shawn P. Lyden dated March 15, 2000 and recorded in the Cumberland County Registry of Deeds in Book 15381, Page 342.

Portland, Maine



Yes. Life's good here.

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

Ann Machado, Zoning Administrator

September 25, 2017

EZ Spanish Immersions, LLC  
Attn: Erik Zavasnik  
PO Box 64  
South Freeport, ME 04078

Re: 79 Clinton Street, CBL 136-B-004; R-5 Residential Zone

Dear Mr. Zavasnik:

On September 21, 2017, the Zoning Board of Appeals voted 5-0 (Katsiaticas absent) to grant your Conditional Use Appeal to add one additional dwelling unit to your legal two-family dwelling. I am enclosing a copy of the Board's decision.

Now that the conditional use appeal has been approved, you will need to do the following:

1. Apply for a Commercial Interior Alteration Permit (application: <http://www.portlandmaine.gov/DocumentCenter/Home/View/2301>) to formally change the use to a three-unit and to gain approval for any construction or alterations that are needed.
2. Submit an Administrative Authorization to the Planning Department for their approval of the new dwelling unit (application form: <http://www.portlandmaine.gov/DocumentCenter/View/2809>).
3. Contact the Victoria Volent of the Housing and Community Development Division (207-482-5028 or [vvolent@portlandmaine.gov](mailto:vvolent@portlandmaine.gov)) to sign an Affordable Housing Agreement with the city for the new dwelling unit. The finalized agreement will need to be submitted to this office before your building permit can be issued.

Under Section 14-474(f) of the ordinance, you have six months from the date of the meeting (September 21, 2017), to obtain the building permit and start any construction work, or your Zoning Board approval will expire.

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

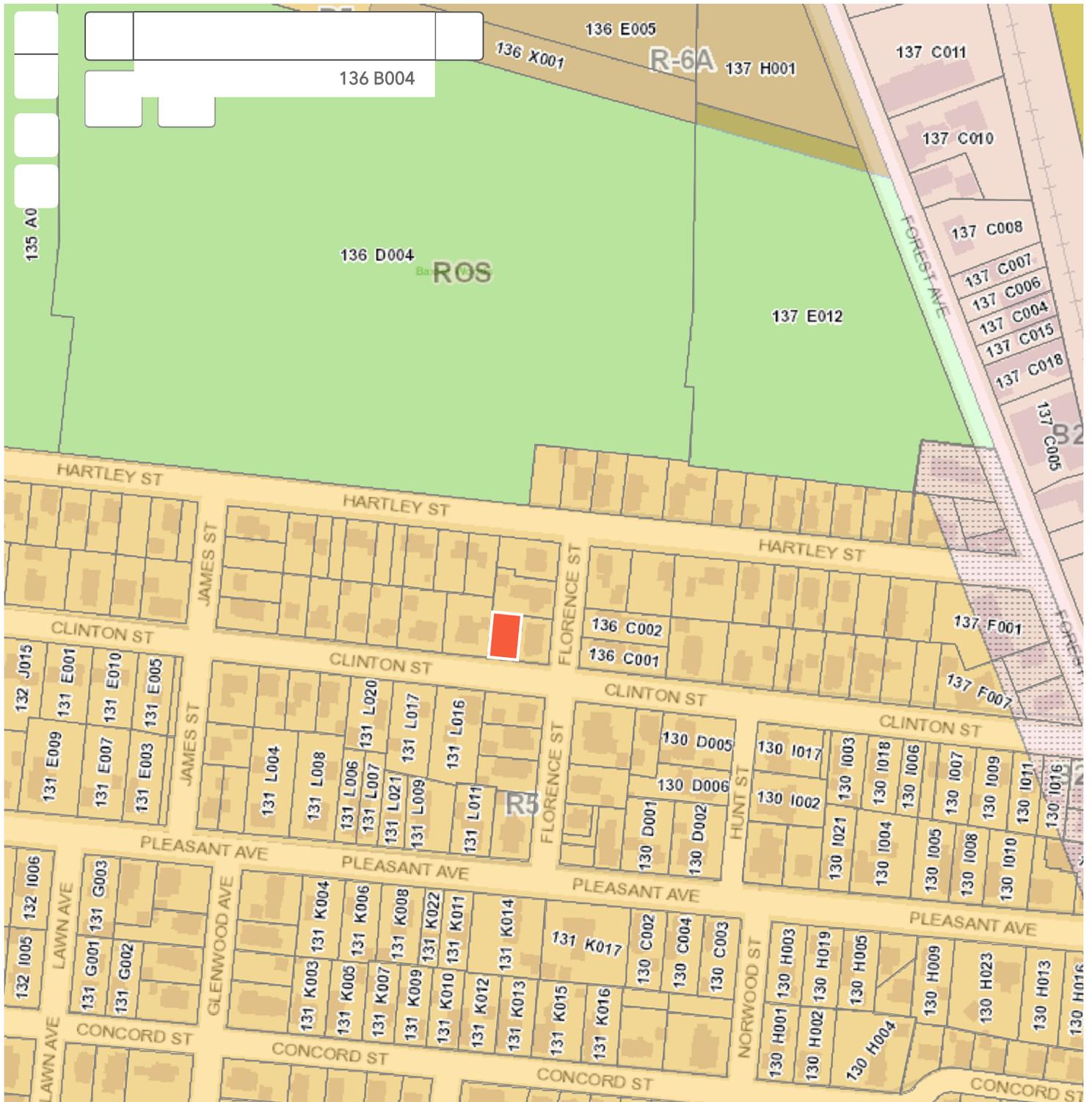
Should you have any questions, please contact me at (207) 874-8695 or [cstacey@portlandmaine.gov](mailto:cstacey@portlandmaine.gov).

Sincerely,

Christina Stacey  
Zoning Specialist

cc: file

# 79 Clinton St - Conditional Use



200ft

2,922,719.416 307,348.049 Feet