

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Philip Saucier-chair
Sara Moppin
Jill E. Hunter
Gordan Smith-secretary
William Getz

September 21, 2010

Avesta Housing
Ethan Boxer-Macomber
307 Cumberland Avenue
Portland, ME 04101

RE: 48 Moody Street
CBL: 003 H001
ZONE: R-6

Dear Mr. Boxer-Macomber:

At the September 16, 2010 meeting, the Zoning Board of Appeals voted 4-0 to grant the practical difficulty variance appeal to reduce the left side setback to four feet, two inches, the right side setback to four feet and the rear setback to five feet. I am enclosing a copy of the Board's decision.

I am also enclosing the Certificate of Variance Approval. **The original must be recorded in the Cumberland County Registry of Deeds within 90 days of September 16, 2010, when it was signed.** Failure to record the Certificate will result in it being voided. Our office must be provided with a copy of the recorded Certificate of Variance showing the recorded book and page.

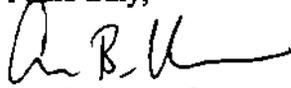
You will also find an invoice for \$385.39 for the fees that are still owed on the appeal for the cost of the legal ad, the cost of the noticing and the processing fee. Please submit your payment on receipt of the invoice.

Now that the practical difficulty variance appeal has been approved, you need to apply for a building permit to build the condominiums. The permit will not be issued until we receive a copy of the recorded Certificate of Variance. The building permit must be issued and construction begun within six months of the date of the hearing, September 16, 2010, referenced under section 14-473(e), or the Zoning Board approval will expire.

Appeals from decisions of the Board may be filed in Superior Court, pursuant to 30-A M.R.S.A. section 2691 (2) (G).

Should you have any questions please feel free to contact me at 207-874-8709.

Yours truly,

A handwritten signature in black ink, appearing to read "Ann B. Machado". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Ann B. Machado
Zoning Specialist
(207) 874-8709

Cc. file



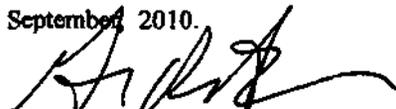
CITY OF PORTLAND

CERTIFICATE OF VARIANCE APPROVAL

I, Gordon Smith, the duly appointed Chair of the Board of Appeals for the City of Portland, Cumberland County and State of Maine, hereby certify that on the sixteenth day of September, 2010, the following variance was granted pursuant to the provisions of 30-A M.R.S.A. Section 4353(5) and the City of Portland's Code of Ordinances.

- 1. **Current Property Owner:** City of Portland, Maine
- 2. **Property:** called 48 Moody Street, cor. Vesper Street, cor. Wilson Street, Portland, ME -
CBL: 003-H, 1, 2, 3 & 4
Cumberland County Registry of Deeds, Book Page
Last recorded deed in chain of Title:
- 3. **Variance and Conditions of Variance:**
To grant relief from section 14-139(1)(d)(3) of the Land Use Zoning Ordinance to allow a side yard setback of 4.2' along Moody Street and 4' along Wilson Street instead of the required 10' side yard setback. And to further grant relief from section 14-139(1)(d)(2) to allow a rear setback of 5' instead of the required 20' rear setback.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 16th day of September, 2010.

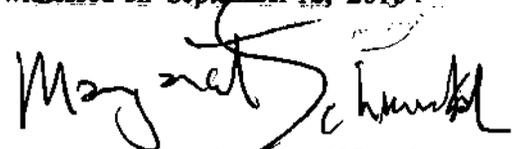

Gordon Smith, Acting Chair of
City of Portland Zoning Board,

(Printed or Typed Name)

STATE OF MAINE

Cumberland, ss.

Then personally appeared the above-named Gordon Smith and acknowledged the above certificate to be his free act and deed in his capacity as Chairman of the Portland Board of Appeals, with his signature witnessed on September 16, 2010.



(Printed or Typed Name)

Notary Public

Margaret Schmuckal

My term expires June 28, 2012

PURSUANT TO 30-A M.R.S.A. SECTION 4353(5), THIS CERTIFICATE MUST BE RECORDED BY THE PROPERTY OWNER IN THE CUMBERLAND COUNTY REGISTRY OF DEEDS WITHIN 90 DAYS FROM FINAL WRITTEN APPROVAL FOR THE VARIANCE TO BE VALID. FURTHERMORE, THIS VARIANCE IS SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 14-474 OF THE CITY OF PORTLAND'S CODE OF ORDINANCES.

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

"Practical Difficulty" Variance Appeal

DECISION

Date of public hearing: September 16, 2010

Name and address of applicant: Avesta Housing Development Corp.
307 Cumberland Ave.
Portland, ME 04101

Location of property under appeal: 48 Moody Street

Present:

Sara Moppin
Jill Hunter
Gordon Smith
Bill Getz

Gordon Smith disclosure
of employment with Verill/Dana

For the Record:

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

Neither pro. con

Celest Bard,
Mudrie Institute

① Ethan Boxer - Macomber - Avesta, project mgr.

② Seth Parker, mgr @ Avesta

③ Avesta Corporate Council

④ Marlynn Moody - PDT Architect
opposed: Carol McKrakin - desires notification & updates

Erna Koch 81 Vesper St. - opposed. - High density and her
view would be obstructed.

Gary Marcissa 64 Vesper & Owner of 3 other many buildings are condominium @ 1K-2K
Exhibits admitted (e.g. renderings, reports, etc.):

E-mail messages from Ms Mullin, Mr. McNally, Mr. Miller, Sen. Alford.
↑
Committee

Power point presentation -

Findings of Fact and Conclusions of Law:

The subject property is located in an R-6 residential zone. The applicant is seeking a variance from the side setbacks and the rear setback in order to build sixteen affordable housing units on the Adams School site. Section 14-139(d)(3) of the Land Use Code sets the minimum side yard setback at ten feet. The applicant is requesting a variance to permit side setbacks of four feet, two inches on the side abutting Moody Street and four feet on the side abutting Wilson Street. Section 14-139(d)(2) of the Land Use Code sets the minimum rear yard setback at twenty feet. The applicant is requesting a variance to permit a rear setback of five feet.

“Practical Difficulty” Variance standard pursuant to Portland City Code §14-473(c)(3):

1. The application is for a variance from dimensional standards of the zoning ordinance (lot area, lot coverage, frontage, or setback requirements).

Satisfied 4 Not Satisfied

Reason and supporting facts:

Set back requirements

2. Strict application of the provisions of the ordinance would create a practical difficulty, meaning it would both preclude a use of the property which is permitted in the zone in which it is located and also would result in significant economic injury to the applicant. “Significant economic injury” means the value of the property if the variance were denied would be substantially lower than its value if the variance were granted. To satisfy this standard, the applicant need not prove that denial of the variance would mean the practical loss of all beneficial use of the land.

Satisfied 4 Not Satisfied

Reason and supporting facts:

The applicant would not be able to continue with the RFP per testimony

3. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood.

Satisfied 4 Not Satisfied

Reason and supporting facts:

unique as it contemplates frontage on 4 sides and the size (one full block) is unique

4. The granting of the variance will not produce an undesirable change in the character of the neighborhood and will not have an unreasonably detrimental effect on either the use or fair market value of abutting properties.

Satisfied 4 Not Satisfied

Reason and supporting facts:

neighbor opposition being considered the possible use would be detrimental if not for the RFP
4 - email letters submitted by neighbors in favor

5. The practical difficulty is not the result of action taken by the applicant or a prior owner.

Satisfied 4 Not Satisfied

Reason and supporting facts:

per testimony that the City RFP was part of the decision to build

6. No other feasible alternative is available to the applicant, except a variance.

Satisfied 4 Not Satisfied

Reason and supporting facts:

Per RFP and funding sources

7. The granting of a variance will not have an unreasonably adverse effect on the natural environment.

Satisfied 4 Not Satisfied

Reason and supporting facts:

Per testimony and LEED design specifications

8. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R.S.A. § 435, nor within a shoreland zone or flood hazard zone.

Satisfied 4 Not Satisfied

Reason and supporting facts:

Conclusion: (check one)

4 Option 1: The Board finds that the standards described above (1 through 8) *Mappin/Getz* have been satisfied and therefore GRANTS the application.

 Option 2: The Board finds that while the standards described above (1 through 8) have been satisfied, certain additional conditions must be imposed to minimize adverse effects on other property in the neighborhood, and therefore GRANTS the application SUBJECT TO THE FOLLOWING CONDITIONS:

 Option 3: The Board finds that the standards described above (1 through 8) have NOT all been satisfied and therefore DENIES the application.

Dated:

9.16.10



Board Chair

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

ZONING BOARD APPEAL DECISION

To: City Clerk
From: Marge Schmuckal, Zoning Administrator
Date: September 20, 2010
RE: Action taken by the Zoning Board of Appeals on September 16, 2010.

Members Present: Gordon Smith (acting chair), William Getz (acting secretary), Sara Moppin, and Jill Hunter

Members Absent: Phil Saucier

1. New Business:

A. Practical Difficulty Variance Appeal:

48 Moody Street, Avesta Housing Development Corporation, future owner, Tax Map 003, Block H, Lots 001, 002, 003 & 004, R-6 Residential Zone: The applicant is proposing to build sixteen affordable housing condominiums on the old Adams School site. The appellant is requesting a variance for both side setbacks, from the required ten foot side setback to four feet, two inches on the left side and four feet on the right side [section 14-139(1)(d)(3)]. The appellant is also requesting a variance for the rear setback from the required twenty feet to five feet [section 14-139(1)(d)(2)]. Representing the appeal for Avesta Housing is Ethan Boxer-Macomber. **The Board voted 4-0 to grant the practical difficulty variance appeal to reduce the required left side setback to four feet, two inches, the required right side setback to four feet, and the required rear setback to five feet for the new condominium project.**

2. Other Business:

Election of Chair and Secretary for the Zoning Board of Appeals. **The Board voted to postpone the elections until the next meeting.**

Enclosure:

Decision for Agenda from September 16, 2010

Original Zoning Board Decision

One dvd

CC: Joseph Gray, City Manager

Penny St. Louis Littell, Director, Planning & Urban Development

Alex Jaegerman, Planning Division

Members Present: William Getze - SARA Moppin - Jill Hunter -
Acting Sec.

CITY OF PORTLAND, MAINE

Gordon Smith
*Acting
Chair*

ZONING BOARD OF APPEALS

Members Absent: Philip Saucier (conflicted out)

APPEAL AGENDA

Called to order 6:30pm

The Board of Appeals will hold a public hearing on Thursday, September 16, 2010 at 6:30 p.m. on the second floor in room 209 at Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following Appeal:

1. New Business:

A. Practical Difficulty Variance Appeal:

4-0
Granted

48 Moody Street, Avesta Housing Development Corporation, future owner, Tax Map 003, Block H, Lots 001, 002, 003 & 004, R-6 Residential Zone: The applicant is proposing to build sixteen affordable housing condominiums on the old Adams School site. The appellant is requesting a variance for both side setbacks, from the required ten foot side setback to four feet, two inches on the left side and four feet on the right side [section 14-139(1)(d)(3)]. The appellant is also requesting a variance for the rear setback from the required twenty feet to five feet [section 14-139(1)(d)(2)]. Representing the appeal for Avesta Housing is Ethan Boxer-Macomber.

2. Other Business:

Election of Chair and Secretary for the Zoning Board of Appeals. *POST*

3. Adjournment:

8:00pm



**Planning and Development Department
Zoning Board of Appeals
Practical Difficulty Variance Application**

Applicant Information:

Avesta Housing Development Corp.
Name

Avesta Housing
Business Name

307 Cumberland Avenue
Address

Portland, ME 04101

553-7777 553-7778
Telephone Fax

Applicant's Right, Title or Interest in Subject Property:

Purchase and Sale Agreement
(e.g. owner, purchaser, etc.):

Current Zoning Designation: R6

Existing Use of Property:

Vacated elementary school
and school grounds

Subject Property Information:

Vic 48 Moody Street
Property Address

003 H1, 2, 3, #4
Assessor's Reference (Chart-Block-Lot)

Property Owner (if different):

City of Portland
Name

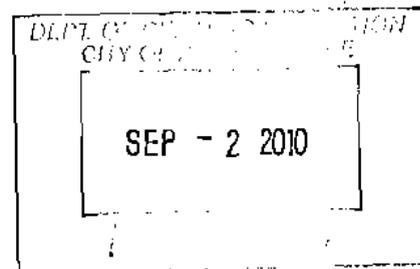
389 Congress Street
Address

Portland, ME 04101

874-8719
Telephone Fax

Practical Difficulty Variance from Section 14 - 135-140

14-139(1)(d)(1)
14-139(1)(d)(2)(c)



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

The undersigned hereby makes application for a Practical Difficulty Variance as above described, and certified that all information herein supplied by his/her is true and correct to the best of his/her knowledge and belief.

[Signature]

Signature of Applicant

8/30/10
Date

Practical Difficulty Variance Request
Portland Zoning Board of Appeals

Avesta Housing- Adams School Project

Applicant's Narrative Responses to the 8 ZBA Conditions for Approval:

1. The need for the variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood.

The intent of the requested practical difficulty variance is to treat all sides of the parcel as fronts with front setbacks that are typical in the neighborhood and allowable under the R6 front setback standards. The developments frontages will feature active residential entries, stoops, steps, and porticos as are traditionally found throughout the neighborhood.

The subject site encompasses an entire city block with public rights of way along all four sides of its frontage. This full-block, clean slate circumstance is highly unique in a zone and neighborhood that has been completely built out for over a century.

The side and rear yard setbacks of the zone are intended to address lots typical to the zone which may have frontage on only one or possibly two sides.

In the case of the subject site, strict application of the side and rear yard setbacks would have the unintended consequence of causing a development pattern that is inconsistent with the purpose, spirit, and intent of the zone.

Granting the requested variance will allow the development to comply with the purpose and intent of the R6 zone by conserving the existing character of the neighborhood and matching lot development patterns typically found on the peninsula.

2. The granting of the variance will not have an unreasonably detrimental effect on either the use or fair market value of the abutting properties.

Granting the variance and allowing the development to appropriately blend with the fabric and character of the existing neighborhood would have the effect of conserving the neighborhood character and therefore supporting neighborhood property values. Demanding strict adherence to the dimensional standards of the zone would, in this

circumstance, result in development a pattern that is damaging to the traditional character of the neighborhood and therefore adversely affect neighborhood property values.

3. *The Practical Difficulty is not the result of action taken by the applicant or a prior owner.*

The need for a practical difficulty variance is caused merely by the unique circumstance of the parcel being a full city block, not any action by the applicant, owner, or any prior owner.

4. *No other feasible alternative is available to the applicant, except a variance.*

Strict adherence to the dimensional standards of the zone would prohibit the applicant from being able to develop a viable project that adheres to the design and performance standards promulgated by the neighborhood through the community visioning process and by the City through the Adams School Reuse RFP and the terms of the purchase and sale agreement. The requested practical difficult variance is the only reasonable and feasible remedy to the applicant.

5. *The granting of a variance will not have an unreasonable adverse effect on the natural environment.*

The proposed practical difficulty variance deals only with side and rear yard setback requirements and will not result in any adverse effect on the natural environment.

With regard to environmental considerations, if granted, the practical difficulty variance will allow the project to move forward resulting in the remediation of environmental contaminants and hazards currently onsite and the replacment a highly inefficient building.

The redevelopment of the site will be designed and built in conformance with the standards of the US Green Building Council's LEED for Neighborhood Design (LEED ND) and LEED for HOMES programs. The project is expected to be among the first, if not the first, project in the State of Maine to be certified under the LEED ND program.

The proposed project will improve the environmental quality of the site as compared to its current condition and is expected to be a model development in terms of employing current best practices for environmental protection in both site and building design.

6. *Strict application of the dimensional standards of the ordinance to the subject property will preclude a use which is permitted in the zone in which the property is located.*

Strict adherence to the setbacks of the zone would preclude the applicant from developing a high quality multi-family residential project designed to complement and enhance the existing neighborhood.

7. Strict application of the dimensional standards of the ordinance to the subject property will result in significant economic injury to the applicant.

The applicant has worked with the project architect to explore options for building out the project within the confines of the R6 dimensional standards and has concluded that adherence to the dimensional standards would change the character and functionality of the development and would jeopardize compliance with the design and performance standards promulgated by the neighborhood through the community visioning process and by the City through the Adams School Reuse RFP and the terms of the purchase and sale agreement. This would threaten project feasibility and result in significant economic injury to the applicant which has made financial commitments and invested significant resources to develop the project as well as the City, which has also made significant commitments and investments in the proposed development.

8. The property is not located, in whole or in part, within a shoreland area, as defined in 38 M.R.S.A. Section 435, nor within a shoreland or flood hazard zone as defined in this article.

The property is not located, whole or in part, within a shoreland zone.

August 30, 2010

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

RECEIVED

SEP - 2 2010

Dept. of Building Inspections
City of Portland Maine

**RE: Requested Practical Difficulty Variance
Redevelopment of the Former Adams School
Vicinity of 48 Moody Street**

Chair Saucier and Members of the Portland Zoning Board of Appeals:

Please find attached a complete Practical Difficulty Variance Application for your consideration at the upcoming September 16, 2010 meeting of the ZBA. Along with the \$100.00 application fee, following documents are enclosed:

1. Appeal Application Form
2. Narrative responses to the ZBA's 8 point review conditions
3. Detailed Plot Plan
4. Floor Plans, Conceptual Elevations
5. Tax Maps, Zoning Map, Assessor's Page
6. Property and Context Photos
7. Purchase and Sale Agreement
8. City Adams School Redevelopment RFP

Background

After closing the Adams School in 2006, the City of Portland embarked on a comprehensive public process to develop visions for the future redevelopment of the 1.5 acre site. In July of 2007 the Council appointed Adams School Reuse Committee released a report with recommendations for the redevelopment of the site. In April of 2008, the City, in turn, released and RFP to the development community for the redevelopment of the site (attached).

Among the many requirements of the RFP were standards that proposed developments shall (1) connect to and blend with the existing neighborhood fabric, and (2) reflect existing patters of development with regard to streetscape, density, scale, and massing, and (3) orient to the street.

Avesta Housing responded to the RFP with a proposal to develop 16 units of affordable ownership condominiums in conformance with the requirements of the RFP. In keeping with the

requirements of the RFP, Avesta's design replicates the existing streetscape, density, scale, and massing of the existing neighborhood by replicating the heights, setbacks, density, and massing of buildings within a three block radius.

Need for Practical Difficulty Variance

Avesta's development plan calls for the full build out of the City block with frontage on Moody, Vesper, and Wilson Streets, and the former Beckett Street right of way. In conformance with the RFP and as part of the overall development scheme, the Beckett Street corridor is planned to be re-established as a public right of way for bikes and pedestrians. Avesta's project was therefore designed to address each of the four sides of the city block with the "fronts" of residences.

The project conforms to all of the goals and standards of the R6 zone in which it is located except the required 10ft side and 20ft rear yard setbacks. The subject parcel is highly unique in that it is a full City block under common ownership and to be developed under a common scheme, and given the mandate that the project be designed and built to reknit the fabric of the existing neighborhood.

Strict adherence to the side and rear yard setbacks would:

- (1) Result in inconsistencies with the fabric of the existing neighborhood, and
- (2) Contradict the goals and objectives of the R6 zone, and
- (3) Contradict the goals and objectives of the City's RFP, and
- (4) Render the project infeasible, and
- (5) Result in significant economic injury to the applicant.

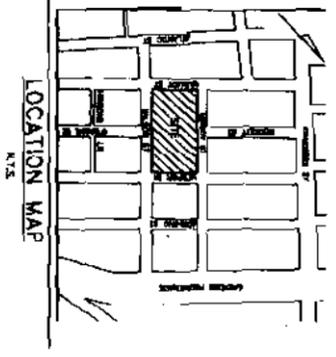
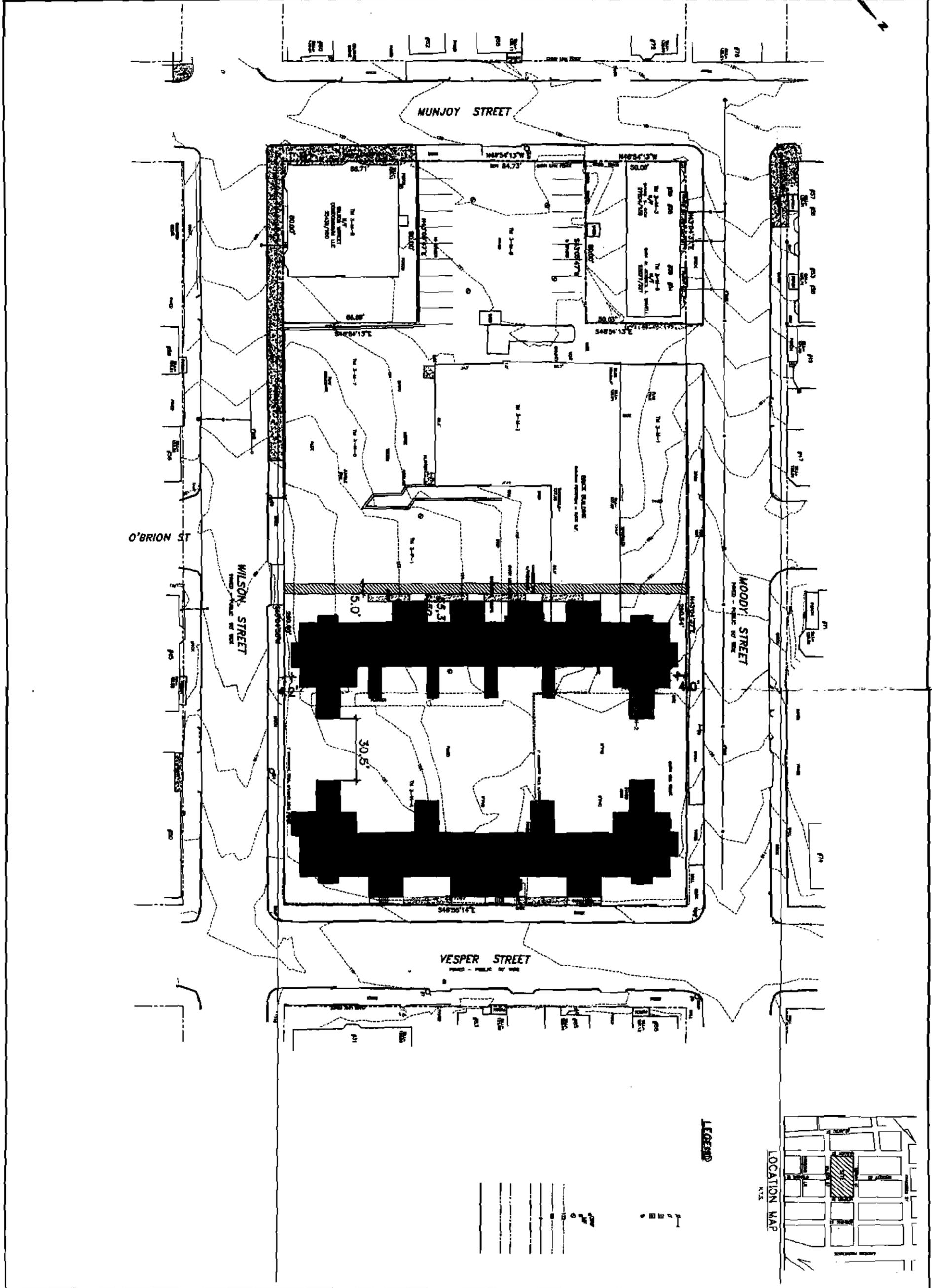
We request that the ZBA grant a Practical Difficult Variance with regard to the side and rear yard setback requirements of the R6 zone and allow the project to be designed and built so as to meet the R6 front yard setback requirements along all four sides of the parcel's frontage.

Thank you for your consideration and if you have any questions or concerns, please do not hesitate to contact me at 553-7780 x284 or by email at emacomber@avestahousing.org.

Sincerely,



Ethan Boxer-Macomber
Senior Development Officer



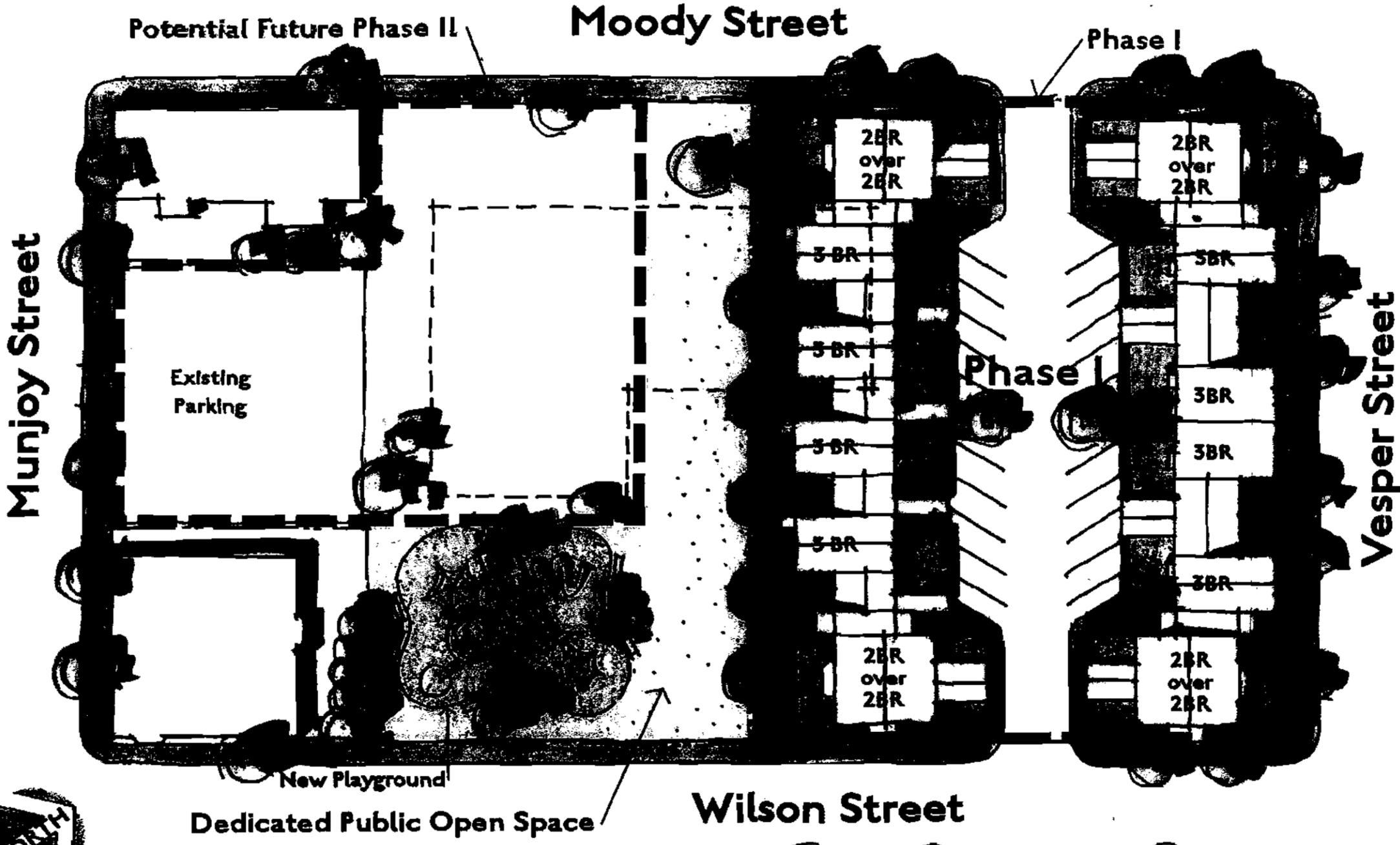
LEGEND

AVESTA - Adams School Site Redevelopment
 PORTLAND, MAINE

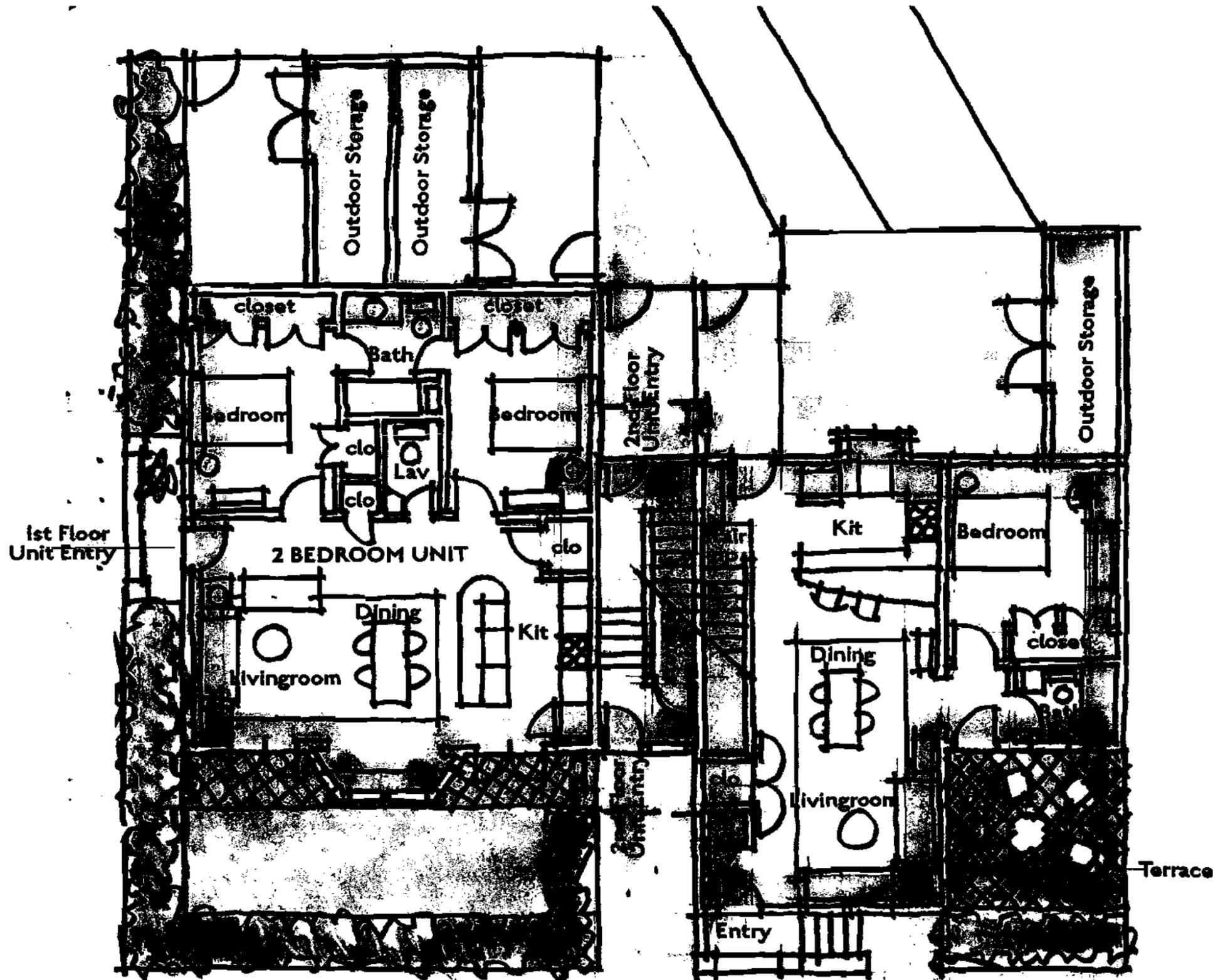
P D T
 ARCHITECTS
 49 BATHING ROOM STREET
 PORTLAND, MAINE 04101
 TEL: 603.761.1234
 WWW.PDTARCHITECTS.COM

COMPILED: T. 2009
 DATE: 8/6/10
 DRAWN: M. LEVIAN
 CHECKED: M. LEVIAN

SHEET	R7
TITLE	BY SETBACKS
DATE	AUGUST 10, 2010
SCALE	1" = 20'-0"
DRAWN	CHK
JOB NO.	08002



Concept Site Plan
Adams School Site Redevelopment



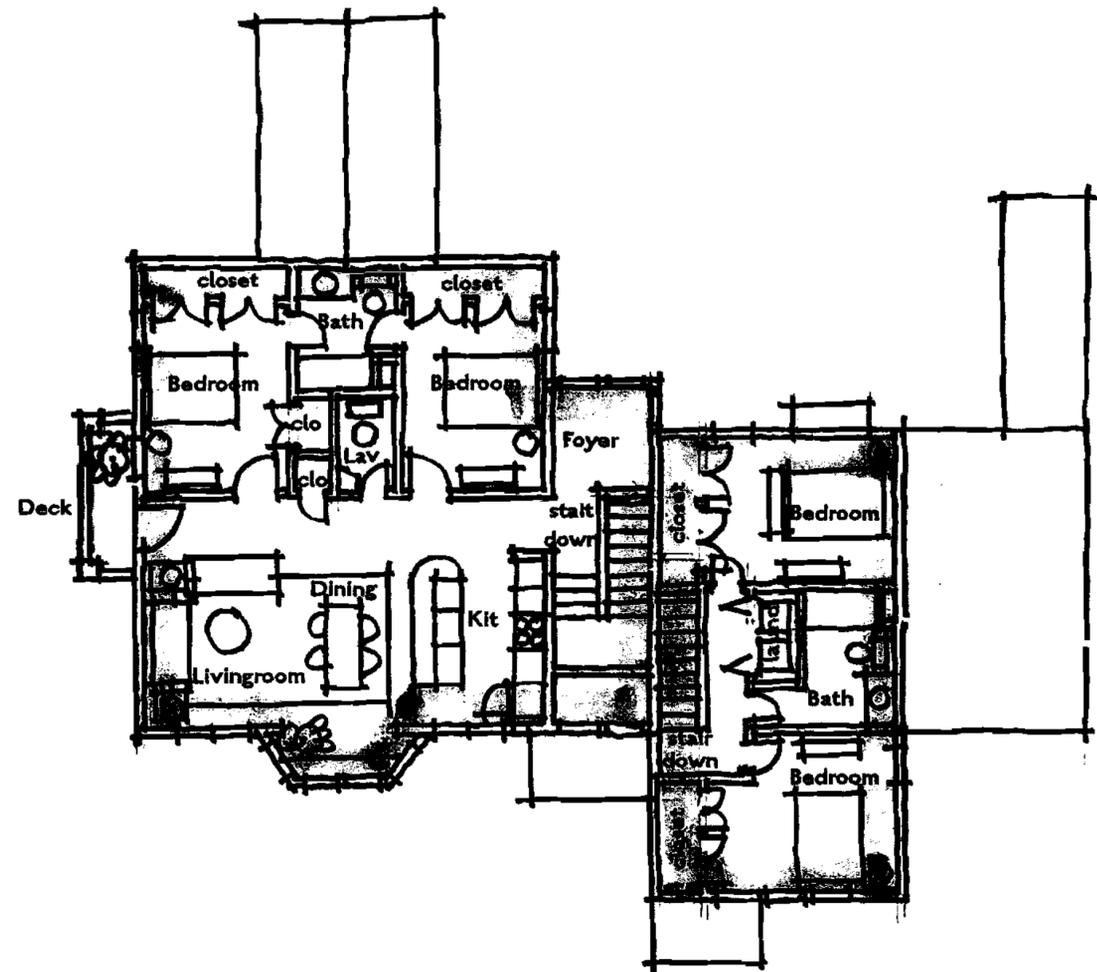
First Floor Plan

Adams School Site Revevelopment



scale: 1/4" = 8'
March 22, 2010





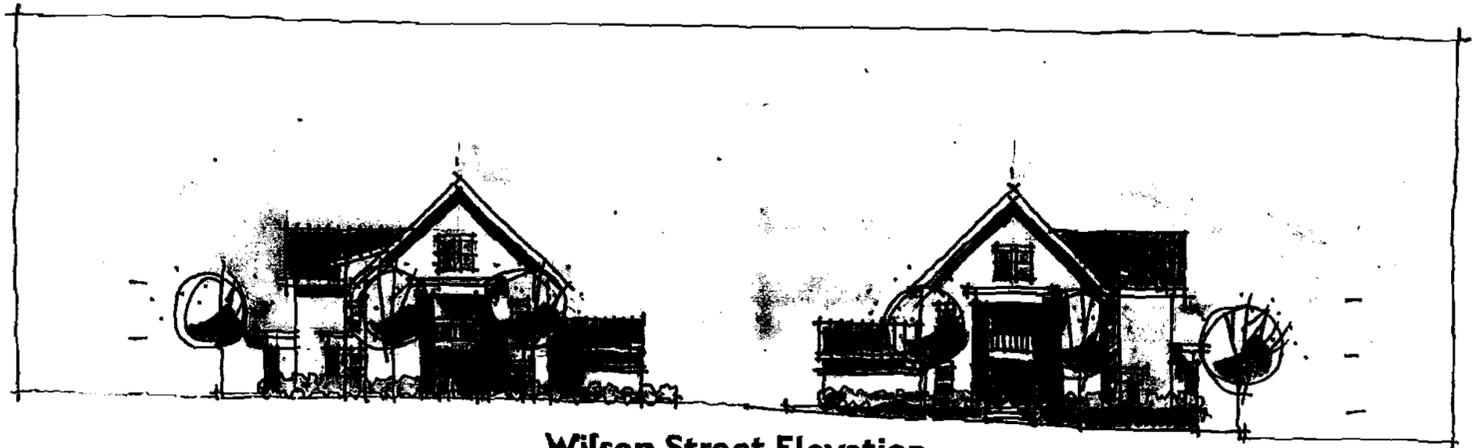
Second Floor Plan
Adams School Site Redevelopment

scale: 1" = 8'
March 22, 2010





Vesper Street Elevation



Wilson Street Elevation

Elevations
Adams School Site Redevelopment

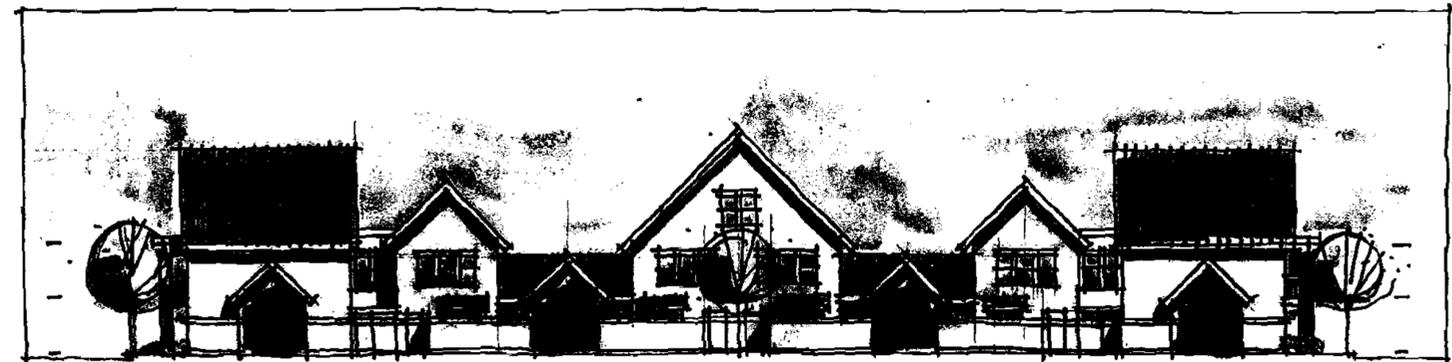


scale: 1"=20'
March 22, 2010





South Elevation

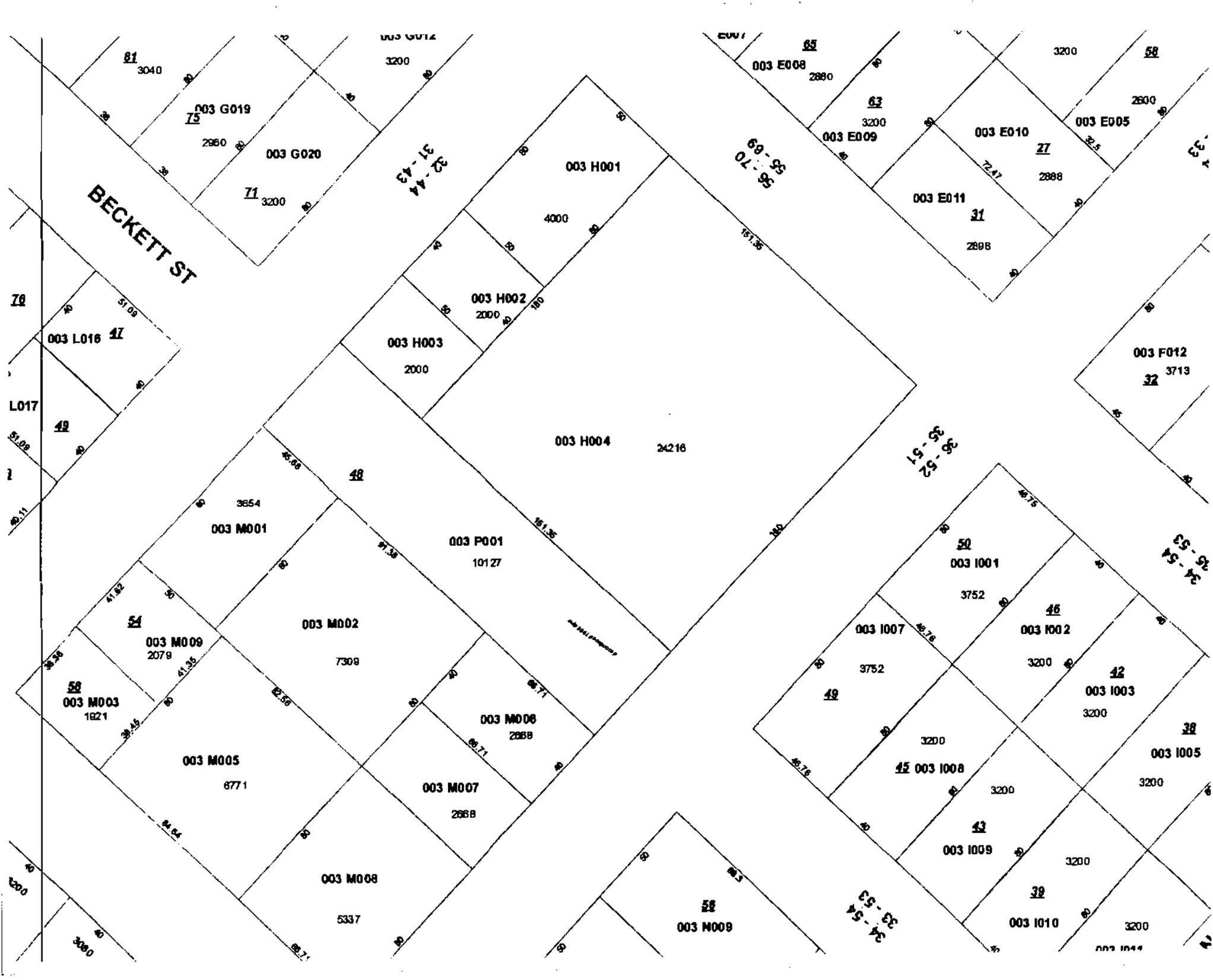


Parking Area Elevation

Elevations
Adams School Site Redevelopment

scale: 1"=20'
March 22, 2010





BECKETT ST

81
3040

003 G019
2980

003 G020

71
3200

003 G012
3200

31-44
32-43

003 H001

4000

003 H002
2000

003 H003
2000

003 H004
24216

003 E008
2880

56-69
55-70

003 E009
3200

003 E010

27
2888

003 E011
2888

31

3200 58

003 E005

2600

003 F012
3713

32

35-52
35-51

50
003 I001
3752

46
003 I002
3200

003 I007
3752

42
003 I003
3200

45
003 I008
3200

38
003 I005
3200

43
003 I009
3200

39
003 I010
3200

58
003 M008

33-52
34-54

003 I011

3200

78

003 L016
47

L017

49

003 M001
3654

48

003 P001
10127

003 M002
7309

003 M009
2079

56
003 M003
1821

003 M005
6771

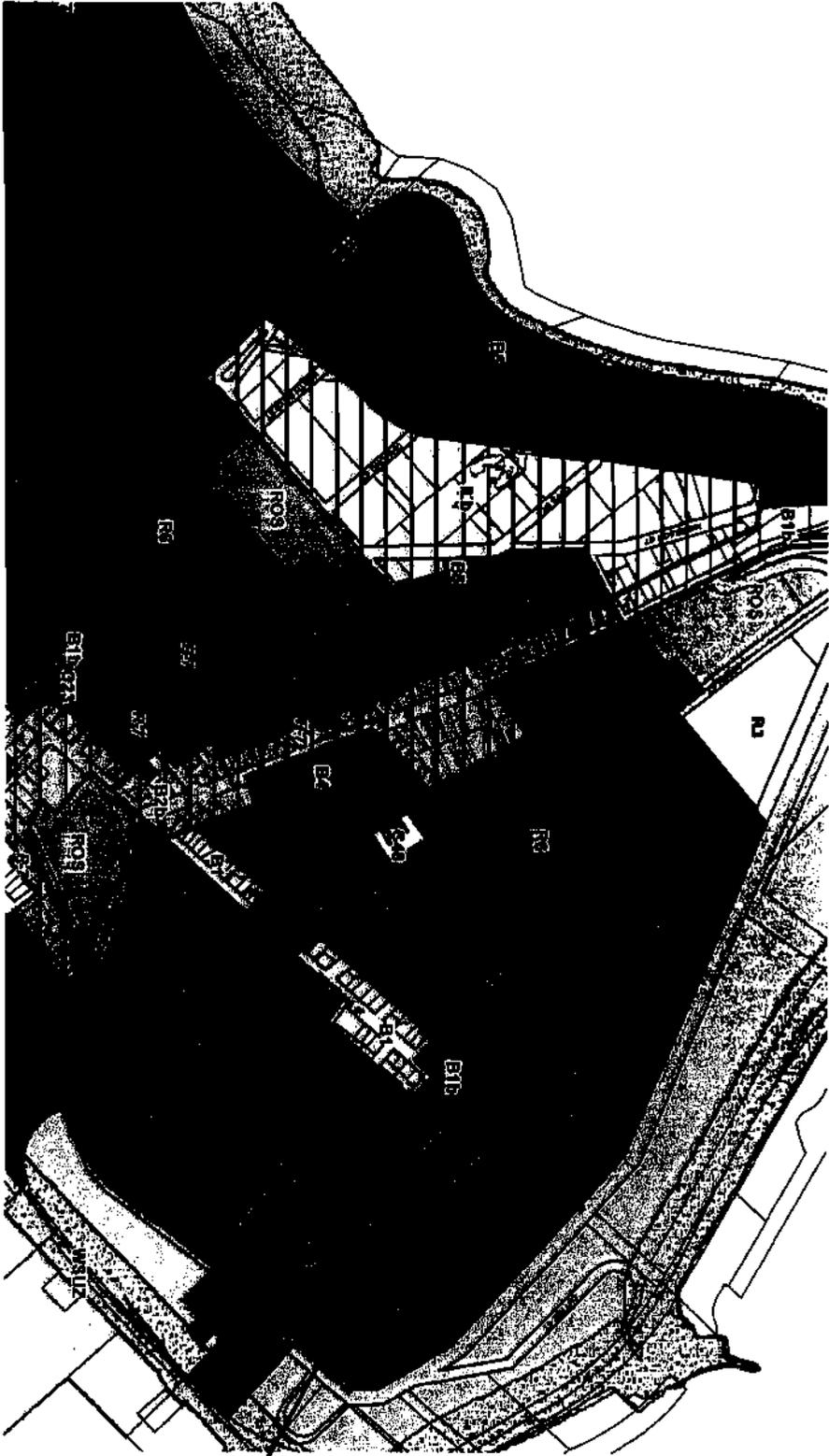
003 M006
2668

003 M007
2668

003 M008
5337

200

3080



SUBJECT
SITE

Assessor's Office | 109 Congress Street | Portland, Maine 04101 | Phone: 315-112951 | 677-8466

City Home Departments City Council E Services Calendar Jobs

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

Current Owner Information:

Services

Applications

Doing Business

Maps

Tax Relief

Tax Roll

Q & A

CBL 003 H001001
Land Use Type GOVERNMENTAL
Property Location 48 MOODY ST
Owner Information CITY OF PORTLAND
 389 CONGRESS ST
 PORTLAND ME 04101
Book and Page
Legal Description 3-H-1 TO 4
 3-M-1-2-5-6-7 3-P-1
 BECKETT ST 55 MOODY ST 48
 65413 SF
Acres 1.502

Current Assessed Valuation:

TAX ACCT NO. 616 **OWNER OF RECORD AS OF APRIL 2010**
 CITY OF PORTLAND
LAND VALUE \$628,000.00 389 CONGRESS ST
BUILDING VALUE \$1,735,100.00 PORTLAND ME 04101
PORTLAND, CITY OF (\$2,363,100.00)
NET TAXABLE - REAL ESTATE \$0.00
TAX AMOUNT \$0.00

browse city services a-z

browse facts and links a-z



Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](mailto:treasury@portlandmaine.org).

Building Information:

Card 1 of 1

Year Built 1958
Style/Structure Type SCHOOL
Units 1
Building Num/Name 1 - ADAMS SCHOOL
Square Feet 17142

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



Best viewed at 800x600, with Internet Explorer

Exterior/Interior Information:

Card 1

Levels 01/01
Size 8588
Use SCHOOL
Height 10
Walls BRICK/STONE
Heating HW/STEAM
A/C NONE

Card 1

Levels 02/02
Size 8554
Use SCHOOL
Height 10
Walls BRICK/STONE
Heating HW/STEAM
A/C NONE

Outbuildings/Yard Improvements:

Card 1

Year Built 1958
Structure ASPHALT PARKING
Size 32000
Units 1
Grade C
Condition 3





Image © 2007 Maine Office of GIS
© 2007 Europa Technologies

Pointer 43°39'58.81" N

70°14'39.38" W

elev 124 ft Streaming

100%

Eye all

753 ft

Google







ADAMS COMMUNITY SCHOOL



WELCOME TO
ADAMS SCHOOL
PLAYGROUND



The City of New York
Department of Parks and Recreation
Adams School Playground
2,300th Street, Astoria, NY 11106
Hours of Operation: 6:00 AM - 6:00 PM
Open to the Public by the City of
New York Department of Parks and Recreation

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into as of 24th of May, 2010, by and between the CITY OF PORTLAND, a Maine municipal corporation with a place of business in Portland, Maine and mailing address of 389 Congress Street, Portland, Maine 04101 ("Seller") and AVESTA HOUSING DEVELOPMENT CORPORATION, a Maine nonprofit corporation with a place of business in Portland, Maine and mailing address of 307 Cumberland Avenue, Portland, Maine 04101 (the "Buyer")

WITNESSETH:

WHEREAS, through the Adams School Re-Use Committee, Seller conducted public meetings in order to determine the most appropriate use of the former Adams School property, at the conclusion of which Seller sought proposals from parties interested in redeveloping the that property; and

WHEREAS, Buyer submitted a proposal that included development of 40 condominium units for low to moderate income families, together with development of a park adjacent thereto, as more particularly described in Buyer's response to the City of Portland Request for Proposals for Redevelopment of Former Adams School Site dated July 22, 2008 (the "RFP Response"); and

WHEREAS, Buyer, after retooling the Project in response to changes in available sources of sub-market development capital and overall housing market conditions, submitted a revised proposal that included development of at least 16 condominium units for low to moderate income families, together with installation of a park on adjacent land retained by Seller (collectively the "Project"), as more particularly described in Buyer's March 24, 2010 project update letter to Penny Littell, Director of Planning and Urban Development with attached plans and elevations; and

WHEREAS, the updated Project has been publicly reviewed by the Housing Committee of the City Council with that Committee having voted unanimously to move the matter to the attention of the full City Council and the parties now wish to move forward with Buyer's proposed development;

NOW THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Property to be Sold. Seller agrees to sell and Buyer agrees to buy a certain lot or parcel of land with all buildings, fixtures and improvements thereon, located in the vicinity of 48 Moody Street, Cumberland County, Maine, shown as City of Portland Tax Map 003, consisting of all of the land shown on such tax map as Block H, comprising .74 acres of land, more or less, improved with the former Adams School building and related infrastructure, land and improvements, with frontage on and access to, and bounded by, Moody, Vesper, and Wilson Streets, together with all easements appurtenant thereto (collectively the "Premises"). See Exhibit 1 attached.

2. Purchase Price. Buyer shall pay to Seller the sum of Two Hundred Forty Thousand (\$250,000) (the "Purchase Price") in the manner provided in this Section.

a. Contemporaneously with the execution of this Agreement, Buyer shall pay to Seller the sum of Two Thousand Dollars (\$2,000.00) (the "Initial Deposit").

b. Not later than the Due Diligence Completion Date (as defined in Section 7 below), Buyer shall pay to Seller the sum of Two Thousand Dollars (\$2,000.00) (the "Second Deposit;" the Initial Deposit and the Second Deposit are referred to collectively in this Agreement as the "Deposit").

c. At the closing, Buyer shall pay to Seller the balance of the Purchase Price by certified or bank cashier's check or wire transfer. The Deposit shall be credited against the Purchase Price.

3. Title. Seller shall convey the Premises to Buyer at the closing in fee simple with good and marketable title, free and clear of all liens, claims and encumbrances except those that do not adversely affect the use and enjoyment of the Premises. In the event that Seller is unable to convey title as aforesaid, Seller shall be given a reasonable period of time (not to exceed 45 days), after notice in writing, in which to remedy any title defects. In the event that said defects cannot be corrected or remedied or in the event that Seller elects not to remedy same, then the Deposit shall be returned to Buyer and this Agreement, and Seller's and Buyer's obligations hereunder, will terminate. Buyer may, at Buyer's option, elect to close notwithstanding such defects as may exist. Seller agrees to convey the Premises using any new survey description resulting from Buyer's boundary survey.

4. Closing. This transaction shall be closed on or before September 1, 2010 at 10:00 a.m. (the "Closing Date") at the offices of Buyer's counsel, or if the Seller and Buyer shall mutually agree in advance at another time and place. At the closing, Seller shall execute and deliver to Buyer, against payment of the balance of the balance of the Purchase Price, the following documents:

(a) a Quitclaim Deed with Covenant to the Premises; and

(b) such other customary instruments, documents and affidavits as may be associated with said closing.

5. Risk of Loss, Damage, Destruction and Insurance. Before closing, Seller shall bear the risk of any loss to the Premises by fire or otherwise.

6. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) There is no litigation, administrative hearing, arbitration, or any other proceeding pending or, to the knowledge of Seller, threatened against Seller or with respect to the Premises or the Personal Property with respect to any violation of law, rule or regulation. Seller has received no notices of violation from any Federal or State agency alleging a violation of any environmental law, rule or regulation with respect to the Premises.

(b) Seller has an absolute right to sell, assign or transfer the Premises to Buyer free and clear of all liens, pledges, security interests, demands or encumbrances and without breach of any agreement to which Seller is a party or by which Seller is bound.

7. Inspection. At all reasonable times upon reasonable prior notice, Buyer and any prospective lender or investor of Buyer's shall have the right to enter the Premises and perform, at Buyer's expense, any and all inspections, tests, surveys or other due diligence inquiries with respect to

the Premises as Buyer deems necessary or appropriate. Buyer agrees to return the Premises as nearly as possible to their original condition after all of such tests and inspections. Seller shall cooperate with Buyer in such inspections. In the event Buyer is not satisfied for any reason by the results of such due diligence inspections, Buyer shall have the option of terminating this Agreement by written notice to Seller. Buyer's option to terminate this Agreement as provided in this Section 7 shall expire unless such written notice is delivered to Seller not later than July 1, 2010 (the "Due Diligence Completion Date"). If such written notice is not delivered to Seller prior to Due Diligence Completion Date, Buyer shall be deemed to have waived its right to terminate this Agreement as set forth in this Section 7.

8. Possession. Seller shall deliver the Premises to Buyer at closing free and clear of all leases, tenancies and occupancies by any person.

9. Conditions Precedent. Buyer's obligation to close hereunder is subject to Buyer's full and complete satisfaction with all of the following:

(a) Seller shall earmark no less than \$ 1,724,136 in Neighborhood Stabilization Program ("NSP") funds from the Maine State Department of Economic and Community Development. No less than \$1,710,000 of the NSP funds are to be used by Buyer as a source of development capital for the Project. Seller shall directly expend up to \$14,136 of the NSP funds to conduct environmental studies and a HUD required single audit.

(b) There shall have been no material adverse change in the condition of the Premises occurring after the conclusion of Buyer's inspections under Section 7 above, and the Premises shall be substantially in the same condition as they were at the time of the inspections, reasonable wear and tear excepted, subject to the provisions of subsection (e) above.

(d) Title to the Premises shall be good and marketable, and the same shall be conveyed to Buyer free and clear of all liens, claims and encumbrances except encumbrances that do not adversely affect the use and enjoyment of the Premises. Not later than July 1, 2010, Buyer shall have received, at Buyer's expense, an ALTA-ACSM boundary survey of the Premises satisfactory to Buyer in its sole discretion.

(e) As of the date hereof, and as of the date of closing, all of Seller's representations and warranties shall be true and correct in all material respects.

(f) Buyer shall have achieved the development milestones described in Section 13 below within the time periods set forth in such section.

If the conditions described in subsections (a) through (f) above are not satisfied as of the dates specified, or if no date is specified, by the Closing Date, then Buyer shall have the option of terminating this Agreement in writing and receiving back the Deposit.

10. Default and Remedies. In the event that Buyer fails to close hereunder for any reason other than (i) a default by Seller or (ii) termination of this Agreement by Buyer as provided herein, Seller's sole legal and equitable remedy shall be to terminate this Agreement by written notice to Buyer, whereupon and all rights of Buyer to purchase the Premises shall cease and be of no further

force or effect. In the event of Seller's default hereunder, Buyer shall have available all remedies at law and in equity, including without limitation the right of specific performance.

11. Assignment. Upon notice to and concurrence by Seller, which shall not be unreasonably withheld, Buyer may assign this Agreement and all its rights and obligations hereunder to an affiliate of Buyer's.

12. Brokers. The parties represent to each other that neither has had any dealings with any real estate broker in connection with this transaction. Each party agrees to indemnify the other from and against the claims of any brokers arising from this transaction, which indemnity shall survive the closing and shall include reasonable costs of collection, including reasonable attorneys' fees.

13. Development Activities with Respect to the Project; Milestones. After the date of this Agreement, and after the Closing Date, Buyer agrees to use good faith efforts to undertake predevelopment activities towards the goal of developing the Project substantially, as described in subsections (a) and (b) below.

(a) Upon the execution of this Agreement by both parties, Buyer shall continue to refine the Project budget through continued assessment of the real estate market and by securing competitive bids for construction as well as various design and development services. While a budget shortfall is not anticipated by Buyer at this time, to the extent that the final budget demonstrates an unforeseen need for additional subsidy above and beyond the NSP funds allocated by Seller, Buyer shall use good faith efforts to obtain any remaining funds that may be necessary for development of the Project. Buyer shall have until July 15, 2010 to secure binding funding commitments in an amount sufficient in Buyer's sole judgment to fully develop the Project. Should Buyer fail to secure funding commitments as described above, Buyer and Seller shall reassess the viability of the Project and likelihood that final gap funding sources can be secured in a reasonable timeframe. Under this circumstance and after weighing all options, Seller may opt to grant Buyer additional time to secure needed funding or work with Buyer to consider alternative development scenarios for the Premises; e.g. alternative residential unit type, size, number, and/or configuration. If by July 15, 2010 Buyer has not secured all necessary financing and Buyer and Seller, after a good faith effort, are not able to develop a mutually agreeable alternative development scenario, Seller may terminate this Agreement and the Deposit shall be returned to the Buyer.

(b) After receipt of the funding commitments described in subsection (a) above, Buyer shall begin good faith efforts to obtain all necessary permits and approvals for the Project, including without limitation site plan and subdivision approval.

(c) Upon the execution of this Agreement by both parties, Buyer shall, using NSP funds, commence with activities necessary to conduct hazardous materials abatement, and complete the full demolition and removal of the existing Adams School building. Buyer shall also coordinate the removal of an Underground Storage Tank UST identified in the Phase I and Phase II Environmental Site Assessments conducted by SW Cole Engineering on behalf of Seller.

In the event Buyer has not secured its financing by the date specified in Subsection (a) above, either party may terminate this Agreement and the Deposit shall be returned to Buyer.

14. Additional Conditions. Additional conditions are included in Attachment 2 and shall be incorporated herein by reference.

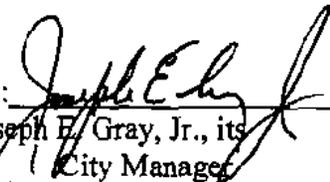
15. Miscellaneous. Time is of the essence of this Agreement. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, certified, return receipt requested, addressed to the recipient at the addresses set forth at the beginning of this Agreement. Either party may change addresses for purposes of this paragraph by giving the other party notice of the new address in the manner described herein. Except as set forth in Section 12 above, the rights of Buyer under this Agreement may not be assigned in whole or in part without written consent of Seller, which shall not be unreasonably withheld. This Agreement constitutes the entire agreement between Seller and Buyer and there are no other agreements, understandings, warranties or representations between Seller and Buyer. Seller's representations and warranties, and certain other provisions contained in this Agreement, shall survive the closing. This Agreement will inure to the benefit of and bind the respective successors and assigns of Seller and Buyer. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. As used in this Agreement, the singular number shall include the plural, the plural the singular, and the use of the masculine shall include, where appropriate, the feminine and neuter. This Agreement shall be governed by and construed in accordance with the laws of Maine. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforcement of the remaining provisions hereof.

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

WITNESS:

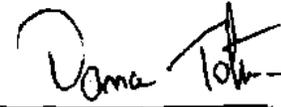


CITY OF PORTLAND, Seller

By: 
Joseph E. Gray, Jr., its
City Manager

AVESTA HOUSING DEVELOPMENT
CORPORATION, Buyer



By: 
Dana Totman, its President

ATTACHMENT 2

Additional Conditions:

1. The Project shall provide no fewer than 16 new units of housing which shall be sold to buyers with household income at or below 120% of the adjusted medium income _____.
2. The Project shall include restrictions to the rental of residential units except as follows:
 - a. To a family member
 - b. To a non-family member for a period not to exceed 20 months in any consecutive 5 year period.
3. The Project site design shall be revised to site all playground equipment in the Beckett / O'Brien right of way and the playground shall be built with a maintenance free design.
4. The Project shall provide LED fixtures in any street lights that may be required through the public review process.
5. Upon license from Seller, Buyer shall stabilize, loam and seed all disturbed areas on the overall +/- 1.5 acre Adams School site.

March 24, 2010

Penny Littell, Director
Department of Planning and Urban Development
City of Portland
389 Congress Street
Portland, ME 04101

RE: Adams School Reuse – Project Update

Dear Penny;

In preparation for the March 31, 2010 Housing Committee meeting, this letter with attachments provides an update to Avesta's proposal for the reuse of the former Adams School site.

Avesta is proposing a phased approach to the redevelopment of the site with the initial phase consisting of 16 units of affordable ownership housing and a public park and playground. Avesta is prepared to offer the City \$240,000 for the Phase I site, which as before, is based on \$15,000 per unit.

We are very excited that the Maine Department of Economic and Community Development (DECD) has now made \$1.71 million in federal NSP resources available to the project. With these funds earmarked, we are confident we can develop this high quality project without any need for tax relief from the City of Portland.

Should the City see fit to commit these NSP resources to the project and execute a purchase and sale agreement, Avesta will be immediately prepared to advance this project toward a construction start as early as late 2010.

Project Update

Avesta's updated proposal for the redevelopment of the former Adams School is divided into three elements:

- (1) A 16-unit affordable ownership housing development sited on the land east of the Beckett / O'Brien paper street which we will refer to as Phase I;

(2) A public open space and playground consisting of a public greenway across the entirety of the Beckett / O'Brion paper street and an attached neighborhood playground area; and

(3) The setting aside of an area of land consisting of the former staff parking lot on Munjoy Street and contiguous additional land with frontage on Moody Street for a potential future phase of development.

The attached "Concept Site Plan" depicts the proposed boundaries of these three elements.

Phase I – 16 Unit Housing Development

As depicted in the attached plans and elevations, the project consists of eight 1,400 square foot, two-story, three-bedroom units to the interior and eight 1,300 square foot, two-bedroom units. Each unit includes a private patio or balcony and secure storage. Each unit will be assigned at least one onsite parking space per unit as required by City code.

The attached designs are purely conceptual and not to be considered final. Design variables such as architectural forms, color, and massing will be refined through the public review process with input from the neighborhood, City staff, and the planning board.

In conformance with the original RFP, the project will be designed and constructed to the standards of the USGBC's LEED for Neighborhood Design (LEED ND). Following the City's recently adopted Green Building Ordinance, the structures themselves will be designed and constructed in accordance with USGBC LEED for HOMES program at a minimum "Silver" standard.

The units will be sold to income eligible households in keeping with the affordability guidelines of the NSP program which dictate that NSP units be sold to households with annual income at or below 120% of Area Median Income (AMI). By way of example, current 120% AMI household income is approximately \$65,000 for a family of two and \$82,000 for a family of four. To the extent that market forces and project budget allow, Avesta will endeavor to exceed NSP requirements and market as many units as possible to households at or below 80% AMI; currently approximately \$50,000 for a family of two and \$58,000 for a family of four. To the extent that project costs come in under budget or additional development capital is secured, Avesta will direct savings to facilitate this deeper income targeting and/or supporting construction upgrades that improve sustainability.

As in the original proposal, homeowners' association will be formed with Avesta Housing serving as its management agent administering property and grounds maintenance as well as administrative oversight continued affordability at points of sale.

A full list of project sources and uses is attached.

Marada Adams Park and Playground

As part of Phase I, Avesta Housing will develop the Beckett / O'Brion greenway corridor and adjacent playground as depicted in the attached concept site plan. Avesta proposes to name this public open space *Marada Adams Park* and dedicate it to the City for the permanent enjoyment of the entire Munjoy Hill community.

The park will be designed in collaboration with the City's Parks Division with an eye toward minimizing ongoing maintenance expense. It is anticipated that the new park will require less expense for the City to maintain than the current school site.

Potential Future Phase II

As part of the build out of Phase I and Adams Park, the land area depicted on the concept site plan as "Potential Future Phase II" is proposed to be graded, loamed and seeded on its eastern side. The existing staff parking lot on the western side is proposed to be maintained in its current state. The entire Phase II lot is proposed to remain City property.

In the near term, the parking lot will continue to serve a variety of public parking demands such as event parking, snow ban parking, etc. The loamed and seeded portion of Phase II is contiguous with Adams Park and will provide additional green.

In the future, the site will be well suited to provide additional housing in some form whether it be rental or ownership, market or affordable. While it is difficult to predict future community and market demands and understanding that the City may chose any number uses for the site, Avesta requests a right of first refusal to propose a subsequent phase of housing on the Phase II parcel.

Next Steps

As you know, time is of the essence with regard to NSP commitments. Assuming that no insurmountable concerns are raised by the Housing Committee on the 31st and in an effort to meet commitment deadlines imposed by DECD, Avesta requests to have the proposal go before the full Council for a final vote in April. Matters for the Council to approval or deny include (1) Commitment of the requested \$1.71 million on NSP funds and (2) authorization for staff to enter into negotiations of the final terms of a purchase and sale agreement and to execute that agreement.

We very much look forward to working with the City or Portland to see this exciting project through to completion and to realize the many benefits that it offers the community.

Should you, members of your staff, or other City officials have any questions or comments as you review the attached project update, please do not hesitate to contact me at 553-7780 x284 or emacomber@avestahousing.org or Dana Totman at x250 or dtotman@avestahousing.org.

Sincerely,



Ethan Boxer-Macomber,
Development Officer

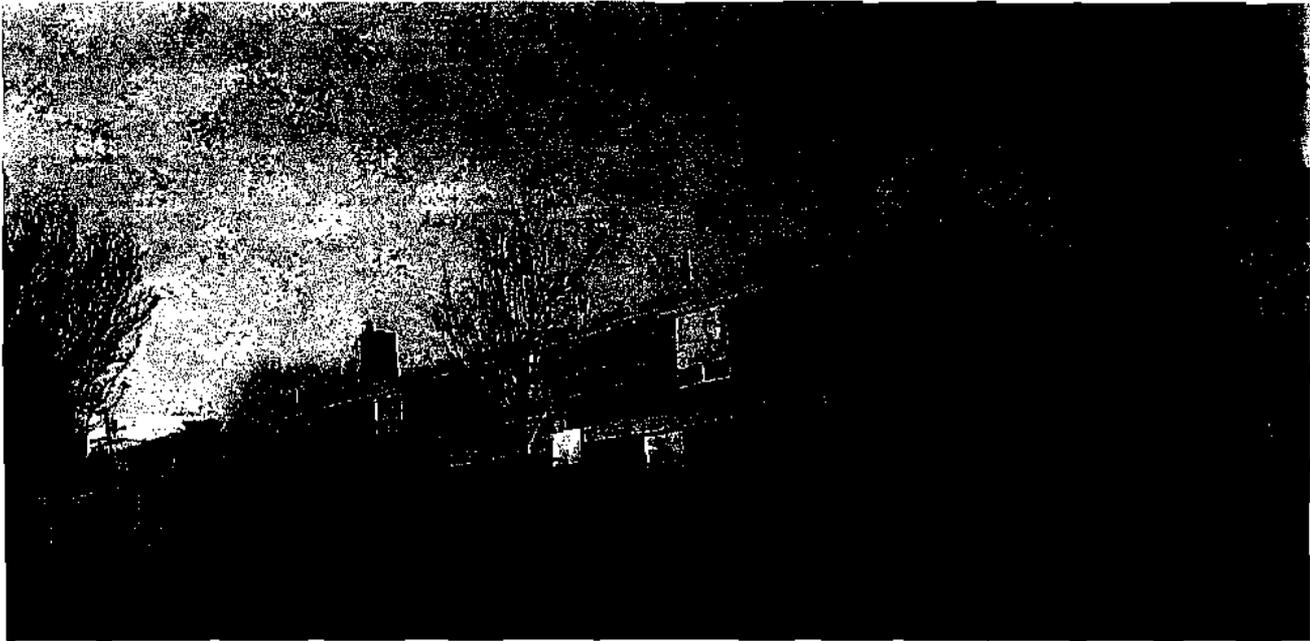
City of Portland, Maine

Request for Proposals

For the sale and reuse of the former

Adams School Site

Buildings and property are located in the block bounded by
Munjoy, Moody, Vesper and Wilson Streets.



I. NOTICE AND SPECIFICATIONS

The City of Portland, Maine seeks proposals from qualified developers for the purchase, rehabilitation and reuse of the former Adams School site located in the block bounded by Munjoy, Moody, Vesper and Wilson Streets (hereafter, "the school"). The site is designated on the City of Portland Tax Assessor's Map as Map ____, Block ____, Lots _____.

Sealed proposals for the project, including an original and seven (7) copies, will be received by the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, until 3:00 p.m., Tuesday, _____, 2007, at which time they will be publicly opened. Proposals shall be submitted with the attached form, and returned in sealed envelopes plainly marked on the outside "Sale and Re-Use of the Former Adams School Property." Proposals that are late and/or submitted via tele-facsimile shall not be accepted. All proposals shall be held open to acceptance for sixty days from opening.

Delete
Reuse I
Proposi

Potential proposers and their contractors, architects, engineers, etc. are free to view the property on the following dates. Access will be from the _____ Street entrance of the school.

- _____ from _____ to _____ pm
- _____ from _____ to _____ pm
- _____ from _____ to _____ pm

All parties entering the above named premises are required to execute and present the attached RELEASE AND HOLD HARMLESS form prior to admittance.

Questions must be submitted in writing to the Purchasing Office. These may be mailed; hand delivered, faxed to (207) 874-8652 or e-mailed to mff@portlandmaine.gov and received not later than five (5) business days prior to the opening date. Questions received after this time will not be addressed. Any interpretation, correction, or change of this Request for Proposals will be made only by written addenda. Changes in any other manner will not be binding on the City. Proposers should not contact City Staff with regard to this Request unless to obtain general public information as specified in the document.

The disposal of this real estate shall be on the basis of a negotiated proposal, with the City of Portland reserving the right to refuse any or all proposals. *All proposers are advised that the property will be sold "as-is" and "where-is", in its existing condition, with no warranties either expressed or implied.* The City disclaims any and all responsibility for injury to proposers, their agents or others while examining the property or at any other time.

All proposals shall signify, by signing the attached proposal form, that the proposer has read and understands all conditions concerning the development of the land being offered, as outlined in this Request for Proposals, and that the proposal is made in accordance with this Request.

II. BACKGROUND

The Adams School site at 44 Moody Street is 1.5 +/- acres bounded by Munjoy, Moody, Vesper and Wilson Streets. Beckett Street once ran through the site. The site is on Munjoy Hill, on the southeast end of the Portland peninsula, in a neighborhood which is largely defined by 19th and early 20th century buildings. A public playground is on the site. The site is zoned R-6.

The Adams School opened in 1958 and served for many decades as a neighborhood school, community center, and gathering place for the Munjoy Hill community. The school was closed in 2006 when the East End School was opened.

The City established the Adams School Reuse Committee to gather information about the site and input from the community, and to make recommendations to the City Council regarding the reuse of the site. A final report of the Adams School Reuse Committee is attached to this RFP.

A. Reuse of the Adams School Site Final Draft Report July 27, 2007

The *Reuse of the Adams School Site Final Draft Report* is attached, and should be referred to as a summary of site information, and for guidance on the community process and preferences. The Adams School Reuse Committee identified the following for the redevelopment of the site:

1. Policy Issues

- a. **Life Cycle Living** The goal is to create the possibility of life-cycle living on Munjoy Hill. A variety of unit sizes, a mix of incomes, and accessible design should be incorporated in order to allow housing opportunities for all.
- b. **Connect the Neighborhood** The development should not be an island unto itself, but rather blend into and enhance the surrounding Munjoy Hill community. The design of the site should knit the neighborhood together both physically and functionally.

2. Design Considerations

- a. **High Quality Design** Excellence in architectural and landscape design is expected.
- b. **Traditional Design** Design shall be reflective of the surrounding traditional neighborhood. New Urbanist principles shall be used to create infill development that reflects and respects the existing pattern, streetscape, density, scale, massing, exterior materials and design elements of the neighborhood. Buildings should orient to the street.
- c. **Green Design** The site and buildings shall be designed to be certifiable on the principles of *Leadership in Energy and Environmental Design for Neighborhood Design (LEED ND)*. The actual application for the certificate is the developer's choice.
- d. **Streetscape** The development shall enhance the pedestrian experience and the public realm. Alternative transportation modes shall be accommodated and incorporated in the project.
- e. **Height** Heights shall be less than or equal to the average of structures in a 2 block radius.
- f. **Permeability** Design shall be permeable or porous. View corridors are encouraged. If the existing building is removed, Beckett Street shall be re-connected to its full width as a

public, non-motorized right of way. If the existing building remains, a public walkway shall be provided along the north-south axis of the site. Year round accessibility is required.

- g. **Heterogeneity** Design of the buildings on the site shall be heterogeneous, not homogenous.
- h. **Existing Building** Reuse or removal of the existing building is the developer's choice.
- i. **Accessibility** Universal Design principles shall be incorporated wherever feasible, to ensure that the design is physically accessible to the greatest range of users.

3. Housing Uses

- a. **Mixed Income and Affordability** A mixed income development shall be provided, with the maximum number of affordable units that are feasible. Note that "affordability" is not necessarily defined by federal standards, but is open to creative interpretation and may be provided through mechanisms such as quality of finish materials or smaller unit sizes. From the outside of the units, there should be no distinguishable difference between unit values.
- b. **Ownership** The maximize number of ownership units possible is desired (100% is encouraged). The Committee desires that there be a limit of one unit per buyer if this is feasible.
- c. **Alternative Ownership Models** Alternative ownership models such as limited equity units, co-housing, or a land trust are encouraged in order to keep the units affordable over time.
- d. **Mix of unit sizes** Units should be the following mix to accommodate families and singles:
 - 50% larger units (3-4 bedrooms) to serve family or blended family housing.
 - 25% smaller units (studios and 1 bedroom) suitable for single young people or seniors.
 - 25% to be decided by the developer.

4. Public Uses

- a. **Indoor Public Space.** Indoor public space that serves the needs of the Munjoy Hill community may be provided, such as a community center, community-based non-profit space, or elderly or child day care.
- b. **Parking.** Provide sufficient parking so as to not impact the existing neighborhood.

5. Alternative Ownership Models for Affordable Housing

Proposers are encouraged to consider alternative forms of ownership that will encourage a mixed income community with long term affordability for the maximum number of units.

The City is specifically soliciting proposals to reuse existing Adams School site for a mixed income, owner-occupied community with the maximum number of units permanently affordable. Affordability can be secured by a land use restriction covenant in the deed.

Delete
Reuse
Propose

Ownership may take a variety of forms including, but not limited to, condominium, limited equity cooperative or land trust as long as permanent affordability survives the resale of units. Proposals must outline how they will maintain mixed incomes and affordability.

B. Land Use Regulations

Any redevelopment of this property will be subject to all applicable codes and regulations, including but not limited to building codes and zoning, site plan, subdivision and historic preservation requirements. Some relevant portions of these regulations are summarized below. Proposers are advised to refer to source documents for further information.

R6 Residential Zone. The Adams School site is located in the R6 Residential Zone. The R6 zone is characterized primarily by multifamily dwellings at a high density. Regulations for this zone are intended to provide a wide range of housing for differing types of households and to conserve the existing housing stock and residential character of the neighborhood. Parking requirements in the R-6 zone are 1.5 off-street spaces per dwelling unit.

R-7 Zoning Overlay. It is possible, given the City's interest in creating housing on the Portland Peninsula, that a proposed density for the reuse of the site may not meet the current R-6 zoning. Proposers may pursue an R-7 Zone change. The R-7 Zone allows higher density development and reduces the amount of off-street parking required to one off street space per dwelling unit.

Contract Zoning. The City of Portland's Land Use Code also provides for conditional or contract zoning in certain situations and circumstances. Under contract zoning, specific conditions or restrictions are drafted to provide zoning flexibility for the new use and ensure that the rezoning and reuse are consistent with the City's Comprehensive Plan. The new use must also be compatible with the surrounding neighborhood. Any zone changes would be subject to Planning Board review and approval and City Council approval if applicable.

C. Property Taxes

The City requires that the property shall pay full property taxes as determined by Portland's Tax Assessor, once it is redeveloped.

III. THRESHOLD REQUIREMENTS

All proposals must incorporate the following threshold requirements for LEED design, provision of a playground, a provision of public outdoor space, and salvage of the mural in the project design. These are threshold requirements that must be met, in order for the project to be eligible for further review.

A. Green Design

The site and buildings shall be designed to be certifiable on the principles of *Leadership in Energy and Environmental Design for Neighborhood Design (LEED ND)*, to be evaluated by a professional certified in LEED. The actual application for the certificate is the developer's choice.

B. Playground

A public playground exists on the site. It shall remain in its current location, or be relocated elsewhere on the south side of the site at the cost of the developer. Any new playground shall be of equal size and amenity, or greater to the existing. The playground will be parceled off during the review process, and owned and maintained by the City.

C. Outdoor Public Space

Outdoor public space shall be provided for residents and members of the surrounding community, in addition to the existing playground. There are two options to achieve this goal as follows. If the existing building is removed, Beckett Street shall be re-connected to its full width as a public, non-motorized right of way. If the existing building remains, the equivalent square footage in public open space shall be created elsewhere on the site. This shall incorporate a public walkway along the north-south axis of the site. Year round accessibility is required.

D. Existing Mural

There is a concrete mural on the existing building that holds sentimental value for many neighborhood residents. The mural is made of concrete with an indented design. It was originally created by school children, one of whom is now a noted artist. Proposals for the site shall either present a plan to remove and store the mural with the assistance of an art conservator, or incorporate the mural in the proposed design, in a manner that is visible from the public realm.

IV. SUBMISSION REQUIREMENTS

Proposals shall be written and presented in the following format; please use the headings presented below for the organization of responses. Submission of graphic materials is desirable.

A. Proposal Submission

1. **Developer** Name, address, telephone, fax number of the proposed owner/developer and the name(s) of an alternative contact person(s).
2. **Proposal** Each proposal submitted must specifically outline the proposed reuse of the property. This proposal should include the requirements for the site, and the compliance with the goals in the *Reuse of the Adams School Site Final Draft Report*.
3. **Financial feasibility** Include preliminary development budget. Identify prospective and committed sources of funding for the proposal. Provide commitment or award letters if available.
4. **Timetable** Provide an overview of how the proposal will be implemented. Include approximate schedule for completion of each element, including applications for other public or private financing, and approximate cost estimate for each element.
5. **Developer Capacity** Identify the qualifications and experience of the development team for the project including a list of previously completed projects similar to the proposed project. This team may include key staff of the developer, architect, general contractor and future property management. Also discuss the ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion.
6. **Occupancy and Management Plan** Present a plan detailing the ownership structure (condominium, cooperative, etc.), resale restrictions and resale process to ensure mixed income and long-term affordability.
7. **Purchase Price** Proposed purchase price for the property.
8. Drawing submissions which include, but are not limited to the following:
 - Schematic Design
 - Site and Layout Plan
 - Elevation Drawings
 - Sample Floor Plan
 - Perspective Renderings.
9. **Copies** 7 copies, with the original so marked, of each proposal shall be submitted.

V. REVIEW PROCESS

- A. Proposals will be reviewed for completeness.
- B. A technical team will review submissions and give the City Council's Housing Committee a summary of the proposals, recommendations and a report detailing the approach of each proposal. The team's recommendations are advisory only.
- C. The Community Development Committee will review the proposals and recommend one to the full City Council for review and approval.
- D. Upon completion of the award, a purchase and sale agreement will be negotiated (see legal requirements).

Public presentations may be required at any or all stages of the process.

VI. EVALUATION OF PROPOSALS

A. Conditions for Review

In general, the proposals for the site will be evaluated according to the policy goals for the site identified by the Adams School Reuse Committee. In addition, proposals must incorporate the threshold requirements listed below, in order for the project to be eligible for further review.

1. **Life Cycle Living** The goal is to create the possibility of life-cycle living on Munjoy Hill. A variety of unit sizes, a mix of incomes, and accessible design should be incorporated in order to allow housing opportunities for all.
2. **Connect the Neighborhood** The development should not be an island unto itself, but rather blend into and enhance the surrounding Munjoy Hill community. The design of the site should knit the neighborhood together both physically and functionally.
3. **Threshold Requirements** Additionally, the proposals shall incorporate the requirements listed in Section III page 6 for the incorporation of LEED ND design requirements, provision of a public playground, access through the site, and preservation of the existing mural.

B. Criteria for Review the proposals will be evaluated according to the criteria below:

Compliance with Design, Housing and Public Use Goals (As described in Section II. 2, 3, and 4 on pages 3 and 4)	50 points
Financial feasibility, including preliminary proforma	15 points
Ability to complete the project including the qualifications of the development team, management plan, experience, capacity, project readiness to proceed, and timeframe for completion.	20 points
Total price offered for property.	15 points

VII. FINANCIAL RESOURCES

A. City of Portland Economic Development Center Resources

1. A variety of loan programs are available to assist business and industries redevelop this property. Loans may be used for building renovation, leasehold improvements, working capital and machinery and equipment. Loans are considered gap financing. Loan amounts are dependent upon the source of the loan funds and their use. Loans of up to \$200,000 may be available for building improvements.
2. Development Action Grants are available to provide assistance to property owners by providing funds to assist in the construction of public infrastructure required by private development. Development Action Grants are capped at \$25,000.

Loans and grants are subject to the approval of the Downtown Portland Corporation.

B. Housing Resources

1. City of Portland Housing Program

The City of Portland's Housing Program offers homeownership and housing rehabilitation focusing on providing decent, safe and affordable housing for low and moderate income residents of Portland. For more information please visit the website at <http://www.portlandmaine.gov/planning/housingprog.asp>

2. City of Portland's Housing Replacement Fund

The Housing and Neighborhood Services Division is offering an RFP to distribute Housing Replacement Funds in the City of Portland. The purpose of this fund is to promote and facilitate an adequate supply of housing, particularly affordable housing. For more information please call, 756-8246.

3. Maine State Housing Authority

Mainehousing offers several programs to encourage private development of affordable rental housing for families, seniors or persons with special needs. Low income housing tax credits, development loans, direct development subsidies, affordable housing tax increment financing and more. Please see their website for more information, www.mainehousing.org

4. Federal Home Loan Bank of Boston

The Federal Home Loan Bank of Boston administers an Affordable Housing Program through a competitive application process. For more information phone 888-424-3863 or visit their website, www.fhlbboston.com

VIII. LEGAL REQUIREMENTS

The selected developer will be required to provide a performance guaranty in the form of a letter of credit or a performance bond, the performance of the developer's obligations outlined in this Request for Proposal and subsequent contract to be negotiated with the City. This performance guaranty is separate from any performance guaranty that will be required as a result of the City's site plan review process.

The City shall convey the described real estate by quitclaim deed to the developer, or where the City has obtained a warranty deed for the real estate, it shall provide a warranty deed for the same to the developer. Any deed from the City will contain a restriction in the deed that the property must meet the permanent affordability requirements as described in this Request for Proposals.

In the event the City makes a financial contribution to a developer and to secure the developer's obligations, the City shall have a security interest in the form of a mortgage in the real estate to be developed. The terms of the mortgage shall be negotiated with the developer at the time of the commitment of funds.

IX. RESERVATION OF RIGHTS

The City of Portland reserves the right, at its sole discretion, to award all, a portion, or none of the available funding from this RFP, as well as reject any and all proposals for the City owned land, based on the quality and merits of the proposals received, or when it is determined to be in the public interest to do so. Furthermore, the City may extend deadlines and timeframes, as needed.

The City reserves the right to waive any informalities in proposals, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the Proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City, as follows:

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

June 16, 2005

Matthew F. Fitzgerald
Purchasing Agent

Delete
Reuse
Propose

X. ATTACHMENTS

1. City Proposal Form
2. *Reuse of the Adams School Site Final Draft Report*

The entire document is available for viewing in the City's Purchasing Office, Room 103, Portland City Hall, 389 Congress Street, Portland, ME between 8:00 am and 4:30 pm.

PROPOSAL

THIS PAGE MUST BE INCLUDED

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the invitation for bids, and that their proposal is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits that may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

TOTAL PRICE OFFERED FOR THE PROPERTY \$ _____ *

The proposer acknowledges the receipt of Addenda numbered _____
(If Applicable)

COMPANY NAME: _____
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: _____ DATE: _____
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: _____

ADDRESS: _____

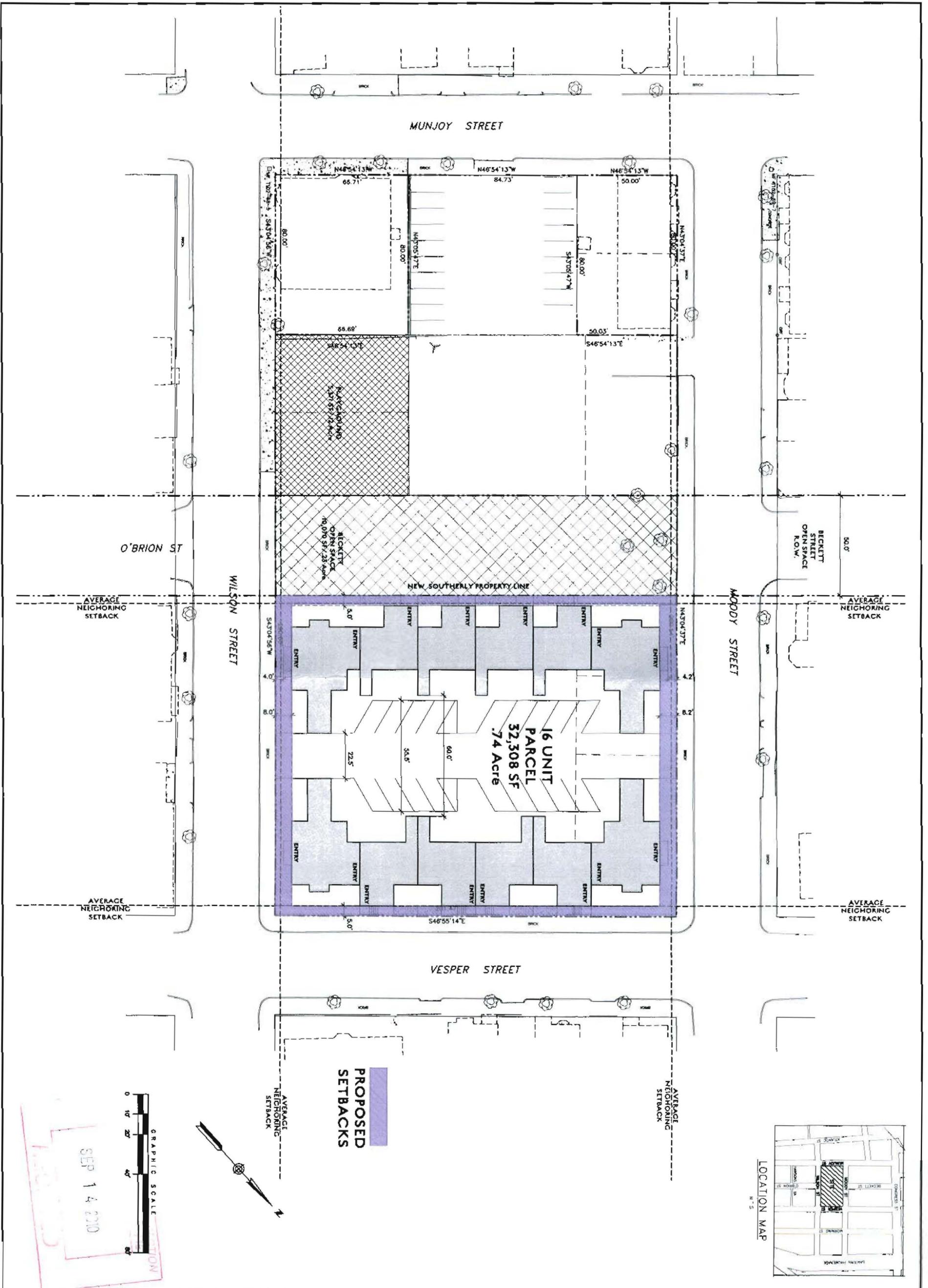
TELEPHONE: _____ FAX: _____

E-MAIL: _____ FEDERAL TAX ID NUMBER: _____

SALES TAX EXEMPTION NUMBER: _____

NOTE: All submittals must bear the handwritten signature of a duly authorized member or employee of the organization making the proposal. This sheet must be signed and returned with the proposal package.

Do not
Reuse
Proposa



AVESTA - Adams School Site Redevelopment
 PORTLAND, MAINE

ARCHITECTS
 40 DANFORTH STREET
 PORTLAND, MAINE 04101
 TEL: 775-8559
 WWW.G2BARCHITECTS.COM

COPYRIGHT 2009
 PDI ARCHITECTS
 Name of Architect/Engineer
 State of Registration of the
 Professional Seal
 License No. of PDI Architect

TITLE PROPOSED SETBACKS	ISSUE 14 SEPTEMBER 2010	SCALE 1" = 20'-0"	DRAWN: CHK MEL	JOB NO. 08-056	ZBA
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GRAPHIC SCALE
 0 10' 20' 40' 60'
 SEP 14 2010



**Planning and Development Department
Zoning Board of Appeals
Practical Difficulty Variance Application**

Applicant Information:

Avesta Housing Development Corp.
Name

Avesta Housing
Business Name

307 Cumberland Avenue
Address

Portland, ME 04101

553-7777 553-7778
Telephone Fax

Applicant's Right, Title or Interest in Subject Property:

Purchase and Sale Agreement
(e.g. owner, purchaser, etc.):

Current Zoning Designation: R6

Existing Use of Property:

Vacated elementary school
and school grounds

Subject Property Information:

Vic 48 Moody Street
Property Address

003 H12, 3, #4, 3M-12067,
Assessor's Reference (Chart-Block-Lot)
13-9-1

Property Owner (if different):

City of Portland
Name

389 Congress Street
Address

Portland, ME 04101

874-8719
Telephone Fax

Practical Difficulty Variance from Section 14 - 135-140

RECEIVED

AUG 30 2010

Dept. of Building Inspections
City of Portland Maine

*Complete application/packet
! check received 9/2/10

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

The undersigned hereby makes application for a Practical Difficulty Variance as above described, and certified that all information herein supplied by his/her is true and correct to the best of his/her knowledge and belief.

Signature of Applicant

8/30/10
Date

Marge Schmuckal - Avesta Housing plans for Beckett/Moody St

From: Elaine Mullin <elainemullin@gmail.com>
To: <mes@portlandmaine.gov>
Date: 9/14/2010 5:33 AM
Subject: Avesta Housing plans for Beckett/Moody St

Chairman Saucier and Members of the Zoning Board of Appeals,

I am writing to express my support for Avesta Housing's plans for redevelopment and to ask that you grant their request for setback variances.

As a close neighbor at 99 Beckett St, I have watched the development of this project through the starts and stops in the three years I have been living on Munjoy Hill. I know the community spent a great deal of time and energy planning for the redevelopment of this important property. As a current member of the Munjoy Hill Neighborhood Organization, I have participated in the discussion with the board and neighborhood and feel that the current plan satisfies the planned and supported housing that matched the traditional housing stock in design and function. Avesta's proposal seeks to make this vision a reality, despite our challenging economic times. This project should be allowed to move forward without further delay.

Any housing in this large city block with should match the traditional housing surrounding it in this dense residential area. Anything different would change the character of the existing neighborhood and be out of sync with and not appear to belong in the neighborhood. This was not the intent of any of the years of visioning and planning for the Adams School site.

I am impressed that Avesta has worked hard and continued to be committed to this project, making changes to accommodate the challenging economic times, yet keep this vision of the community a reality. Please support their effort and grant their setback request without hesitation.

Thank you for your time and attention,

Elaine Mullin
99 Beckett St

Marge Schmuckal - Adams Variance

From: Jacob McNally <jakemcnally@gmail.com>
To: <mes@portlandmaine.gov>
Date: 9/13/2010 9:26 PM
Subject: Adams Variance

Chairman Saucier and Members of the Zoning Board of Appeals,

I am writing to express my approval for a zoning variance that allows the Adams School site to be developed as densely as possible.

I have followed the process and evolution of Avesta's plans. I was disheartened when their original plan was rejected. Munjoy Hill is a densely settled neighborhood. That is why I and my neighbors love it. The more people, the more foot traffic, the more vibrant and livable the neighborhood.

My biggest fear is that parking requirements will dictate development. Munjoy Hill is a walkable, in-town neighborhood. Anyone who lives on Munjoy Hill has chosen to live in a densely settled neighborhood and we should strive to preserve that character.

Sincerely,
Jake McNally
32 Montreal Street

Marge Schmuckal - ZONING BD OF APPEALS: ADAMS SCHOOL

From: Markos Miller <markosmiller@hotmail.com>
To: <mes@portlandmaine.gov>
Date: 9/13/2010 8:54 PM
Subject: ZONING BD OF APPEALS: ADAMS SCHOOL

Chairman Saucier and Members of the Zoning Board of Appeals,

I am writing to express my support for Avesta Housing's plans for redevelopment and to ask that you grant their request for setback variances.

The Munjoy Hill community has spent a great deal of time and energy planning for the redevelopment of this important property. The extensive community planning process, which began with a neighborhood visioning workshop conducted by the Munjoy Hill Neighborhood Organization, of which I was President at the time, the Adams School Re-Use Committee study, and the Community Design Workshop put on by the City, called for housing that matched the traditional housing stock in design and function. Avesta's proposal seeks to make this vision a reality, despite challenging economic times. This project should be allowed to move forward without further delay.

The unique nature of the lot, almost an entire city block, envisioned to have the cut-through of Beckett St/O'Brien St restored, creates maximum flexibility for development options. The re-use committee envisioned housing development that matched the traditional patterns of Munjoy Hill, including frontages. Requiring setbacks that were out of character with the existing neighborhood would result in a project that was incongruent with the neighborhood and inconsistent with the community vision. The project should be well integrated into the aesthetic fabric of the neighborhood, and appear that it belongs here.

Avesta has worked hard to make the vision of the community a reality. Please support their effort and grant their setback request without hesitation.

Thank you for your service,

Markos Miller

Marge Schmuckal - Remarks re: Avesta setbacks

From: Justin Alfond <jalfond@gmail.com>
To: <MES@portlandmaine.gov>
Date: 9/16/2010 12:46 PM
Subject: Remarks re: Avesta setbacks

Hi Marge,

Mr. Saucier told me to speak with you regarding distributing my comments to the members of the Zoning Board of Appeals. I have included them below.

Thank you,
Justin

Chairman Saucier and Members of the Zoning Board of Appeals,

I am writing to express my support for Avesta Housing's plans for redevelopment of the Adams School, and ask that you grant their request for setback variances.

The Adams School was once a important institution to Munjoy Hill and to Portland, but since the school closed, the utility of the property has diminished markedly. Avesta Housing has a wonderful plan that has the support of neighborhood activists and would add incredible value to the community and surrounding area. While I understand the need for setbacks with most projects, the vision for the Adams School site would require variances to maintain the aesthetics of the area, and grant Avesta's request is something I wholeheartedly support.

I appreciate your efforts and look forward to working with you to ensure this vision for the Adams School moves forward.

Thank you,

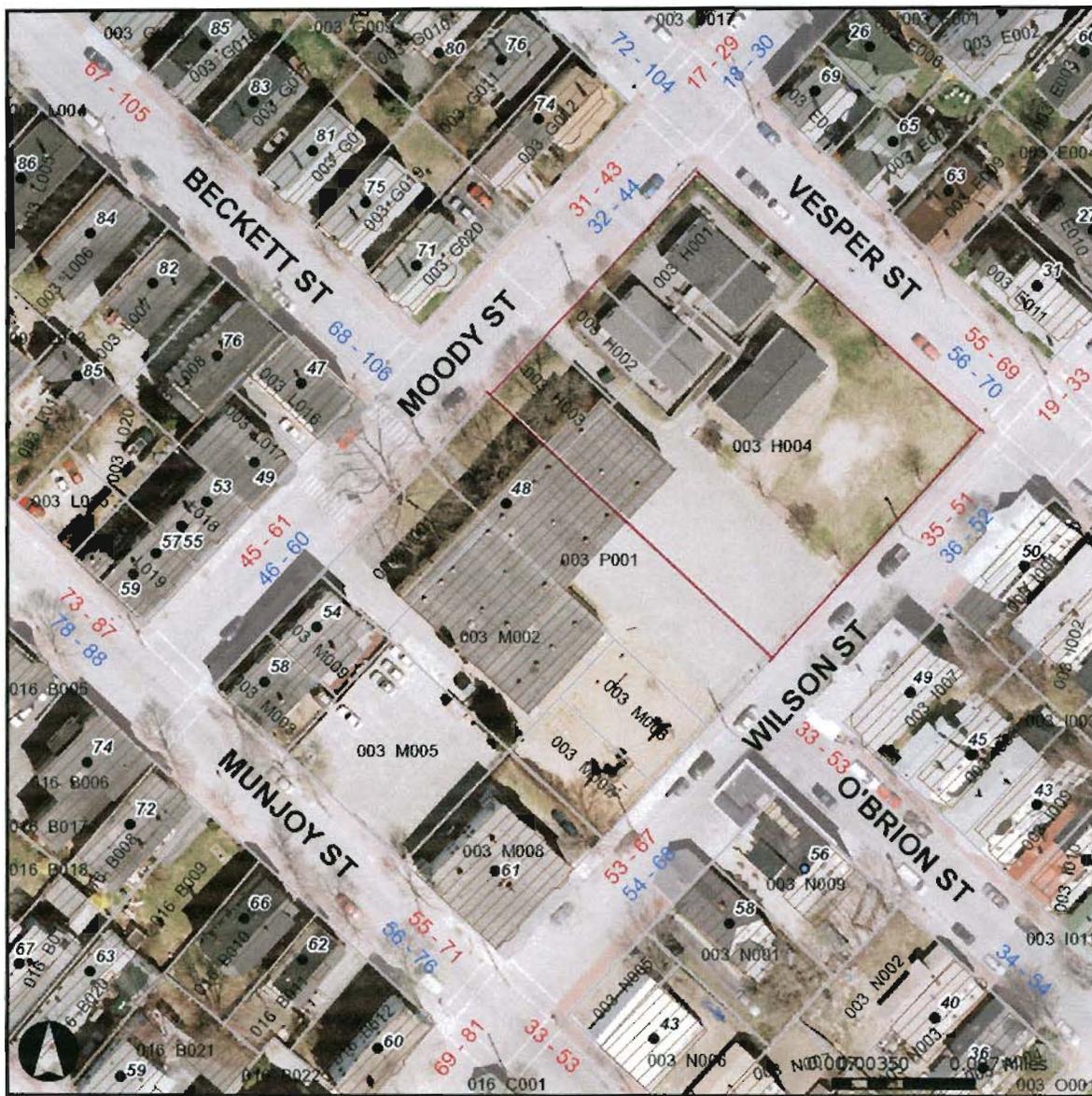
Senator Justin Alfond

In the interest of full disclosure, I currently sit on the board of Avesta Housing.

State Senator Justin Alfond
www.justinalfond.com
justin@justinalfond.com

134 Sheridan Street
Portland, ME 04101
207-232-4187

Map



Interstate



Streets

Buildings



Parcels

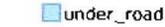
Traveled Ways

Stream

Wetland



Lake/Pond



Jetport



County Streets

A15

A21

A31

Photos 2006 (peninsula)

Red:Band_1

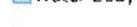
Green:Band_2

Blue:Band_3

ME Towns



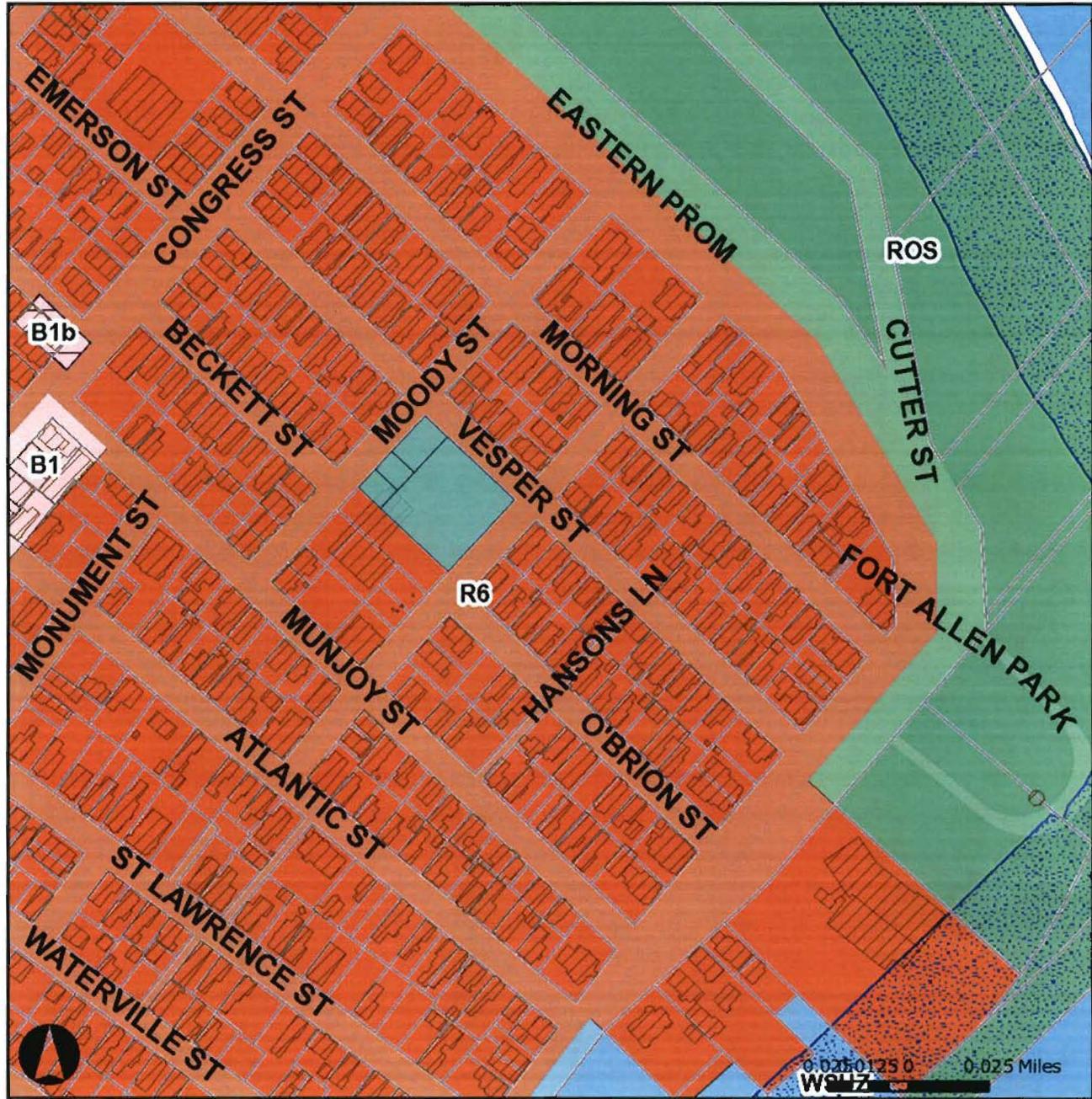
Water Body



Ocean



Map



Parcels	Stream Overlay Zone	Zoning (continued)	Zoning (continued)
Interstate	Stream_protection	R2 Residential	C25
Streets	Island Zoning	R3 Residential	C26
Buildings	C43	R4 Residential	C27
Building	I-B	R5 Residential	C28
Out Building	I-TS	R6 Residential	C29
	I-R1	ROS Recreation Open	C30
	I-R2	Space	C31

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

Philip Saucier-chair
Sara Moppin
Jill E. Hunter
Gordan Smith-secretary
William Getz

October 8, 2010

Avesta Housing
Ethan Boxer-Macomber
307 Cumberland Avenue
Portland, ME 04101

RE: 48 Moody Street
CBL: 003 H001
ZONE: R-6

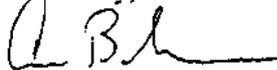
Dear Mr. Boxer-Macomber:

Enclosed is the receipt for the payment of the outstanding fees for the Practical Difficulty Variance Appeal. Your fees are now paid in full.

I want to remind you that the Certificate of Variance must be recorded in the Cumberland County Registry of Deeds within 90 days of September 16, 2010, when it was signed. Failure to record the Certificate will result in it being voided. Our office must be provided with a copy of the recorded Certificate of Variance showing the recorded book and page.

If you have any questions please feel free to contact me at 207-874-8709.

Yours truly,



Ann B. Machado
Zoning Specialist
(207) 874-8709

Cc. file



City of Portland Zoning Board of Appeals

September 9, 2010

Avesta Housing
Ethan Boxer-Macomber
307 Cumberland Avenue
Portland, ME 04101

Dear Mr. Boxer-Macomber,

Your Practical Difficulty Appeal has been scheduled to be heard before the Zoning Board of Appeals on **Thursday, September 16, 2010 at 6:30 p.m.** in Room 209, located on the second floor of City Hall.

Please remember to bring a copy of your application packet with you to the meeting to answer any questions the Board may have.

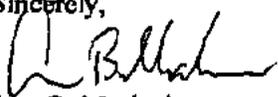
I have included an agenda with your appeal highlighted, as well as a handout outlining the meeting process for the Zoning Board of Appeals.

I have also included the bill for the legal ad, notices and processing fee for the appeal. The check should be written as follows:

MAKE CHECK OUT TO: City of Portland
MAILING ADDRESS: Room 315
389 Congress Street
Portland, ME 04101

Please feel free to contact me at 207-874-8709 if you have any questions.

Sincerely,


Ann B. Machado
Zoning Specialist

Cc: File

CITY OF PORTLAND
DEPARTMENT OF PLANNING & URBAN DEVELOPMENT
389 Congress Street
Portland, Maine 04101

Application No: 10-59500010

Statement Date: ~~09/09/2010~~ 1/21/10

Project Name: 48 Moody Street

Applicant: Avesta Housing

Development Type: ZONING PRACTICAL DIFFICULTY VARIANCE

CBL: 003 - H-001-001 48 MOODY ST

SUMMARY OF OUTSTANDING FEES

	Charge Amount	Paid	Due
LEGAL AD ZONING BOARD	\$135.14	\$0.00	\$135.14
NOTICING ZONING BOARD	\$200.25	\$0.00	\$200.25
ZONING BOARD OF APPEALS	\$100.00	\$100.00	\$0.00
ZONING PROCESSING FEE	\$50.00	\$0.00	\$50.00
Outstanding Charges	\$485.39	\$100.00	\$385.39

pd 10/7/10

Detach and remit with payment

Application No: 10-59500010

Project Name: 48 Moody Street

Avesta Housing
Ethan Boxer-Macomber
307 Cumberland Ave
Portland, ME 04101

Total Due Now **\$385.39**
Amount Remitted _____

City of Portland

DATE: 10/08/10

TIME: 8:55:40

PZ CASH RECEIPT

PROJECT #: 10-59500010

PROJECT DESC: PRACTICAL DIFFICULTY, 48 MOODY STREET -

RECEIVED FROM: Avesta Housing

RECEIPT NUMBER:

FEE	DESCRIPTION	CREDIT	PAYMENT
L2	LEGAL AD ZONING BOARD		135.14
N1	NOTICING ZONING BOARD		200.25
ZP	ZONING PROCESSING FEE		50.00

TOTAL AMOUNT:

385.39

City of Portland

DATE: 9/03/10

TIME: 10:55:39

PZ CASH RECEIPT

PROJECT #: 10-59500010

PROJECT DESC: PRACTICAL DIFFICULTY, 48 MOODY STREET -

RECEIVED FROM: Avesta Housing

RECEIPT NUMBER:

FEE	DESCRIPTION	CREDIT	PAYMENT
---	-----	-----	-----
Z1	ZONING BOARD OF APPEALS		100.00
		TOTAL AMOUNT:	100.00

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	170 EASTERN PROM LLC	PO BOX 7312 PORTLAND, ME 04112	166 EASTERN PROMENADE UNI	1
	43 O'BRIEN STREET LLC	34 RICHARDSON ST PORTLAND, ME 04103	43 OBRION ST	6
	ADAMS ANGELA A	38 ATLANTIC ST PORTLAND, ME 04101	38 ATLANTIC ST	1
	ADAMS RAYMOND M & HELEN J CO-TRUSTEES	45 CLIFF AVE SOUTH PORTLAND, ME 04106	48 CONGRESS ST	3
	AINSWORTH THOMAS G	12 GARRISON ST PORTLAND, ME 04102	96 MORNING ST	3
	AJ INVESTMENTS LLC	1644 WAVERLY ST PHILADELPHIA, PA 19148	76 WILSON ST	2
	AKOVENKO GARY	14 MONUMENT ST PORTLAND, ME 04101	14 MONUMENT ST	2
	AMATO JOSHUA M & AMANDA HALLOWELL JTS	58 ATLANTIC ST PORTLAND, ME 04101	58 ATLANTIC ST	2
	ANKER AARON M	5 ALGONQUIN RD CAPE ELIZABETH, ME 04107	32 WILSON ST	3
	ANKER HILL LLC	5 ALGONQUIN RD CAPE ELIZABETH, ME 04107	55 ATLANTIC ST	8
	ANKER HILL LLC	5 ALGONQUIN RD CAPE ELIZABETH, ME 04107	80 WILSON ST	7
	BAILEY DENNIS M	PO BOX 134 SOUTH FREEPORT, ME 04078	55 MORNING ST UNIT 1	1
	BARBEAU KEVIN A & DEIRDRE M BARBEAU JTS	23 OLDWOOD RD WILBRAHAM, MA 01095	50 MORNING ST	3
	BASSETT HILARY	55 MORNING ST # 1-1 PORTLAND, ME 04101	55 MORNING ST UNIT 1	1
	BECKETT STREET LLC	PO BOX 11375 PORTLAND, ME 04104	99 BECKETT ST	1
	BEDARD COLLEEN C	20 MORNING ST PORTLAND, ME 04101	20 MORNING ST	1
	BEDARD COLLEEN C	20 MORNING ST PORTLAND, ME 04101	24 MORNING ST	3
	BEDARD COLLEEN C	20 MORNING ST PORTLAND, ME 04101	82 VESPER ST	3
	BEEBE ROBERT W & ANNETTE M BEEBE	88 SHAKER RD GRAY, ME 04039	33 VESPER ST	1
	BIRNHAK VALERIE L	108 EASTERN PROMENADE # 3 PORTLAND, ME 04101	108 EASTERN PROMENADE UNI	1
	BOIS RICHARD	409 GRAY RD FALMOUTH, ME 04105	33 OBRION ST	3
	BONETTI MARIANNA	PO BOX 483 PORTLAND, ME 04112	74 WILSON ST	2
	BOUCHARD DEBORAH A & WILLIAM JABINE III JTS	28 MUNJOY ST PORTLAND, ME 04101	28 MUNJOY ST	2
	BRACERAS CHRISTINE	35 ST LAWRENCE ST PORTLAND, ME 04101	35 ST LAWRENCE ST	2
	BRANCATO FRED J & LESLIE C BRANCATO JTS	85 BECKETT ST PORTLAND, ME 04101	85 BECKETT ST	2
	BREGGIA AUGUSTINE R TRUSTEE	84 CONGRESS ST PORTLAND, ME 04101	84 CONGRESS ST	2

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	JAEGERMAN ALEXANDER Q & SUSAN E MORRIS JTS	398 SPRING ST PORTLAND, ME 04102	21 MORNING ST	2
	JAGGER ALLAN	40 O'BRIEN ST PORTLAND, ME 04101	40 OBRION ST	1
	JAGGER ALLAN	40 O'BRIEN ST PORTLAND, ME 04101	42 OBRION ST	0
	JARNAGIN KEVIN E	16 WILDWOOD RD TEWKSBURY, MA 01876	166 EASTERN PROMENADE UNI	1
	JARNIGAN KEVIN	18 WILDWOOD RD TEWKSBURY, MA 01878	164 EASTERN PROMENADE	5
	JENKINS FLOYD RONALD JR	49 MORNING ST # 8 PORTLAND, ME 04101	49 MORNING ST UNIT 4	1
	JENKINS FLOYD RONALD JR	49 MORNING ST # 2 PORTLAND, ME 04101	49 MORNING ST UNIT 3	1
	JL REALTY LLC	97 STARBOARD REACH YARMOUTH, ME 04096	108 EASTERN PROMENADE UNI	1
	JORDAN NANCY H TRUSTEE	1050 ISLAND AVE LONG ISLAND, ME 04050	93 MORNING ST	3
	JORDAN ROBERT K TRUSTEE	1050 ISLAND AVE LONG ISLAND, ME 04050	15 VESPER ST	2
	JORDAN ROBERT K TRUSTEE	1050 ISLAND AVE LONG ISLAND, ME 04050	19 VESPER ST	2
	JORDAN ROBERT K TRUSTEE	1050 ISLAND AVE LONG ISLAND, ME 04050	47 VESPER ST	2
	JOYCE KATHERINE F	66 MORNING ST PORTLAND, ME 04101	66 MORNING ST	3
	KAMAR CHARLES V & NORMA J KAMAR JTS	21 WESTERLY ST # 4 WELLESLEY, MA 02482	55 MORNING ST UNIT 2	1
	KESICH GREGORY & GAIL DONOVAN JTS	85 MUNJOY ST PORTLAND, ME 04101	85 MUNJOY ST	1
	KETCHUM RICHARD R III	83 VESPER ST # 3 PORTLAND, ME 04101	83 VESPER ST UNIT 3	0
	KIEVITT JOSEPH L & MARCELLE I PICK & JOSEPH E	74 MUNJOY ST PORTLAND, ME 04101	74 MUNJOY ST	4
	KILLORAN CHRISTINA E	37 ATLANTIC ST PORTLAND, ME 04101	37 ATLANTIC ST	1
	KNIGHT KRISTINA M	12 OBRION ST # 1 PORTLAND, ME 04101	412 OBRION ST UNIT	1
	KOCH ERNA	81 VESPER ST PORTLAND, ME 04101	79 VESPER ST	3
	KRASOWSKI ALICE M	28 MORNING ST PORTLAND, ME 04101	28 MORNING ST	2
	KREMER ANN S & STEVEN KREMER JTS	PO BOX 172 PORTLAND, ME 04112	32 CONGRESS ST	3
	LABRECK AMELIA A	87 MUNJOY ST PORTLAND, ME 04101	87 MUNJOY ST	3
	LAMBERT VICTORIA & TED J ARNOLD JTS	61 ST LAWRENCE ST #3 PORTLAND, ME 04101	81 ST LAWRENCE ST	3
	LEONARD WARREN & JULIA A HALEY TRUSTEES	21 1/2 EASTERN PROMENADE PORTLAND, ME 04101	4 MONUMENT ST	8
	LEVIN ROBERT H & SARAH E CUSHMAN JTS	94 BECKETT ST # B PORTLAND, ME 04101	94 BECKETT ST	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	LONG MARIAN H	67 ATLANTIC ST PORTLAND, ME 04101	67 ATLANTIC ST	2
	LOPEZ FRANCISCA	94 BECKETT ST # A PORTLAND, ME 04101	94 BECKETT ST	1
	LOPEZ-TOUS ANNA	56 WILSON ST # 1 PORTLAND, ME 04101	56 WILSON ST UNIT 1	1
	LORELLO DANIEL D & VIVIEN C JTS	C1 LEISURE LN PORTLAND, ME 04103	86 VESPER ST	3
	LUMBERT DEBRA L	19 MEADOW WAY CAPE ELIZABETH, ME 04107	22 ATLANTIC ST	3
	MACISSO MARTIN T JR & JOAN E JTS	27 WILSON ST PORTLAND, ME 04101	27 WILSON ST	2
	MADIGAN TRACEY S	12 OBRION ST # 3 PORTLAND, ME 04101	12 OBRION ST UNIT 3	1
	MALIA MAE E WID WWII VET	58 MORNING ST PORTLAND, ME 04101	58 MORNING ST	1
	MALIA PAUL POST BUILDING COMMITTEE INC	42 ATLANTIC ST PORTLAND, ME 04101	42 ATLANTIC ST	1
	MAMGAIN VAISHALI	26 MONUMENT ST PORTLAND, ME 04101	26 MONUMENT ST	3
	MANNING EDWARD L WWII VET	86 HOLIDAY DR # 215 PORTLAND, ME 04103	86 MORNING ST	3
	MARCISSO GARY & JUSTINA MARCISSO JTS	69 VESPER ST PORTLAND, ME 04101	63 VESPER ST	3
	MARCISSO GARY & JUSTINA MARCISSO JTS	65 VESPER ST PORTLAND, ME 04101	65 VESPER ST	2
	MARCISSO GARY V & JUSTINA MARCISSO JTS	69 VESPER ST PORTLAND, ME 04101	69 VESPER ST	1
	MARTELL JAMES A & MURIELLYN I JTS	60 ATLANTIC ST PORTLAND, ME 04101	62 ATLANTIC ST	2
	MAS ALEXANDRE H & ANTONIA NAYLOR JTS	56 LINDA ST SAN FRANCISCO, CA 94110	28 OBRION ST	2
	MASTERMAN DREW D & NANCY A CUMMING JTS	77 VESPER ST PORTLAND, ME 04101	77 VESPER ST	3
	MAUSHART BRADFORD S & DONNA M MAUSHART JTS	PO BOX 3042 KENNEBUNKPORT, ME 04048	15 OBRION ST	1
	MCGONIGAL SHEA N & JOSEPH T MCGONIGAL JTS	56 MOODY ST PORTLAND, ME 04101	55 MOODY ST	2
	MCGONIGAL SHEA N & JOSEPH T MCGONIGAL JTS	55 MOODY ST PORTLAND, ME 04101	77 MUNJOY ST	0
	MCHUGH MARY B & THEODORE E	8 LOVEITT ST SOUTH PORTLAND, ME 04106	97 MUNJOY ST	2
	MCINERNEY KATHLEEN	38 MUNJOY ST PORTLAND, ME 04101	38 MUNJOY ST	1
	MCINTOSH ARLENE G & JOHN A JR JTS	PO BOX 793 BOOTHBAY HARBOR, ME 04538	14 MUNJOY ST	3
	MCINTYRE AUSTIN A & MARTHA MCINTYRE MURPHY	325 W 5200 N PARK CITY, UT 84660	58 CONGRESS ST	3
	MCINTYRE MEAGAN L	20 VESPER ST PORTLAND, ME 04101	20 VESPER ST	2
	MCLAUGHLIN AIRADEAN E	18 MUNJOY ST PORTLAND, ME 04101	18 MUNJOY ST	7

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	MCMANN HARRY J	78 MORNING ST PORTLAND, ME 04101	78 MORNING ST	3
	MCMANUS-RICHTER MARY LOU	P.O. BOX 440 GRAY, ME 04039	82 BECKETT ST	3
	MCMILLEN ABBIE & MICHAEL A MCMILLEN & VIVIAN	28 VESPER ST PORTLAND, ME 04101	28 VESPER ST	2
	MENARD JOSEPH & TRACEY JTS	1 MONUMENT ST PORTLAND, ME 04101	1 MONUMENT ST	2
	MERCHANT LISA A & KENNETH JOHN SHOOS JR JTS	83 GOUDY ST SOUTH PORTLAND, ME 04106	31 WILSON ST	3
	MICHAELS MARLA J	28 MOODY ST PORTLAND, ME 04101	28 MOODY ST	2
	MILLER MARKOS S	17 ATLANTIC ST PORTLAND, ME 04101	17 ATLANTIC ST	3
	MINIMO INC	56 PORTLAND ST PORTLAND, ME 04101	79 ST LAWRENCE ST	4
	MITCHELL CAROL L	172 EASTERN PROM PORTLAND, ME 04101	170 EASTERN PROMENADE	2
	MOREIRA GILBERT A & SUSAN D MOREIRA JTS	91 VESPER ST PORTLAND, ME 04101	93 VESPER ST	3
	MORRISSEY PAUL D	82 MUNJOY ST PORTLAND, ME 04101	82 MUNJOY ST	3
	MORROW ROBERT S & MARY V OR SURV	25 MONUMENT ST PORTLAND, ME 04101	25 MONUMENT ST	3
	MOUGHALIAN JENNIFER C	80 VESPER ST # 2 PORTLAND, ME 04101	80 VESPER ST UNIT 2	1
	MULLER ANN C	59 ATLANTIC ST PORTLAND, ME 04101	59 ATLANTIC ST	2
	MULLIN ELAINE V	99 BECKETT ST # 1 PORTLAND, ME 04101	99 BECKETT ST	1
	MUNJOY HILL NEIGHBORHOOD ORGANIZATION	92 CONGRESS ST PORTLAND, ME 04101	92 CONGRESS ST	1
	MURRAY CATHLEEN Z	91 BECKETT ST PORTLAND, ME 04101	91 BECKETT ST	3
	NAPOLITANO MADELINE A	182 EASTERN PROMENADE PORTLAND, ME 04101	182 EASTERN PROMENADE	3
	NAPPI CARROLL M HEIRS	10 MORNING ST PORTLAND, ME 04101	10 MORNING ST	3
	NAPPI GLORIA A & RALPH S JTS	75 ATLANTIC ST PORTLAND, ME 04101	77 ATLANTIC ST	0
	NAPPI MICHAEL A & PAMELA J RENY JTS	10 MORNING ST PORTLAND, ME 04101	16 MORNING ST	2
	NAPPI RALPH S WWII VET & GLORIA A JTS	75 ATLANTIC ST PORTLAND, ME 04101	75 ATLANTIC ST	2
	NEAL JOHN O HEIRS	87 BECKETT ST PORTLAND, ME 04101	87 BECKETT ST	1
	NEALE KATHERINE A	813 ELM ST RALEIGH, NC 27604	30 VESPER ST	2
	NICHOLS DAVID E & FRANCES SAYERS JTS	34 CONGRESS ST PORTLAND, ME 04101	34 CONGRESS ST	3
	NOBLE ROBERT T III & VIRGINIA E JTS	19 ATLANTIC ST PORTLAND, ME 04101	19 ATLANTIC ST	2

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CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC	PO BOX 1509 BANGOR, ME 04402	94 ATLANTIC ST	0
	O'DONNELL PETER & MARGARET HAYDEN O'DONNELL	17 MORNING ST PORTLAND, ME 04101	17 MORNING ST	2
	PAINE LINCOLN P & ALLISON P JTS	150 EASTERN PROM PORTLAND, ME 04101	150 EASTERN PROMENADE	1
	PANICO LYNNE E	2 WEST ST PEPPERELL, MA 01463	49 MOODY ST	3
	PAPA STACY J	PO BOX 10838 PORTLAND, ME 04104	50 VESPER ST	2
	PARENT R JOSEPH & SHIRLEY M	18 IVY ST PORTLAND, ME 04102	29 ST LAWRENCE ST	6
	PEARSON THOMAS L	20 ATLANTIC ST #5 PORTLAND, ME 04101	20 ATLANTIC ST	10
	PITCHER JOHN D & MARCIA C PITCHER JTS	83 VESPER ST # 1 PORTLAND, ME 04101	83 VESPER ST UNIT 1	0
	POLLACK JUDITH S	12 OBRION ST # 1 PORTLAND, ME 04101	12 OBRION ST UNIT 1	1
	POPKIN JOEL & ELIZABETH A POPKIN JTS	6706 LORING CT BETHESDA, MD 20817	56 WILSON ST UNIT 3	1
	PORTER JAMES M & KATHRYN A PORTER TRUSTEE	12 OBRION ST # 2 PORTLAND, ME 04101	12 OBRION ST UNIT 2	1
	PROFENNO JOHN A HEIRS	31 VESPER ST PORTLAND, ME 04101	31 VESPER ST	2
	R & J PARTNERS LLC	PO BOX 275 BROOKLIN, ME 04816	88 CONGRESS ST UNIT 2	1
	REEPMEYER DOUGLAS P	100 APPLETON ST # 4 BOSTON, MA 02118	55 MORNING ST UNIT 3	1
	RENOVATION GENERATION INC	261 ADELPHI ST BROOKLYN, NY 11205	114 EASTERN PROMENADE	1
	RENOVATION GENERATION INC	261 ADELPHI ST BROOKLYN, NY 11205	114 EASTERN PROMENADE	0
	REPETA THOMAS J	75 WATSON ST PORTLAND, ME 04103	60 MUNJOY ST	4
	REPPENHAGEN MARLIES	55 MORNING ST # 2-2 PORTLAND, ME 04101	55 MORNING ST UNIT 2	1
	RICCI JOHN J	25 MARTIN RD PORTLAND, ME 04103	49 OBRION ST	3
	RICHARDSON SIDNEY BIRD	99 BECKETT ST # 2 PORTLAND, ME 04101	99 BECKETT ST	1
	ROBACK LACEY A	80 VESPER ST # 3 PORTLAND, ME 04101	80 VESPER ST UNIT 3	1
	RODRIGUE PAUL M	98 BECKETT ST PORTLAND, ME 04101	98 BECKETT ST	3
	ROMANO ANNA R WID WWII VET	36 MORNING ST PORTLAND, ME 04101	36 MORNING ST	1
	ROMANO HENRY A HEIRS	36 MORNING ST PORTLAND, ME 04101	27 MORNING ST	6
	ROMANO JOHN P	40 MORNING ST PORTLAND, ME 04101	40 MORNING ST	2
	ROSS BERNARD R & CAROL M	51 MORNING ST # 2 PORTLAND, ME 04101	49 MORNING ST UNIT 1	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	ROTHMAN LESLIE J & DAVID W GAILLIS JTS	63 ATLANTIC ST PORTLAND, ME 04101	63 ATLANTIC ST	1
	RUSSO ANTHONY & SUSAN	PO BOX 7308 PORTLAND, ME 04112	57 ST LAWRENCE ST	7
	SAMMER DIANE E & PAMELA P DENNIS	53 MOODY ST PORTLAND, ME 04101	53 MOODY ST	1
	SAUNDERS JOSH	51 MORNING ST # 7 PORTLAND, ME 04101	49 MORNING ST UNIT 4	1
	SAVEALL ERIN & JESSICA A SAVEALL JTS	54 MOODY ST PORTLAND, ME 04101	54 MOODY ST	2
	SCHMDT ELENA M & DON OGIER JTS	97 ATLANTIC ST PORTLAND, ME 04101	97 ATLANTIC ST	3
	SCOTT STANLEY J & GAIL R SCOTT JTS	94 BECKETT ST # 3 PORTLAND, ME 04101	94 BECKETT ST	1
	SHALOM HOUSE	PO BOX 560 PORTLAND, ME 04112	39 OBRION ST	4
	SHEEHAN FAITH D	95 BECKETT ST PORTLAND, ME 04101	95 BECKETT ST	3
	SHERMAN DAVID S	72 MORNING ST PORTLAND, ME 04101	72 MORNING ST	3
	SHUTE MEGAN & TRENT SHUTE & SANDRA SHUTE	42 CONGRESS ST PORTLAND, ME 04101	44 CONGRESS ST	3
	SIDELINGER GARY A	PO BOX 1003 PORTLAND, ME 04104	38 VESPER ST	3
	SIEGEL ROSALYN	26 BUTTONWOOD LN PORTLAND, ME 04102	80 MORNING ST	3
	SIEGEL ROSALYN	26 BUTTONWOOD LN PORTLAND, ME 04102	41 VESPER ST	3
	SIMPSON JANE A	5051 N SABINO CANYON RD # 2179 TUCSON, AZ 85750	49 MORNING ST UNIT 2	1
	SOMERO SCOTT J	13 ATLANTIC ST PORTLAND, ME 04101	13 ATLANTIC ST	4
	SPECHT WALTER A & RUTH ANN SPECHT JTS	15 FLICKER DR TOPSHAM, ME 04088	55 MORNING ST UNIT 3	1
	ST LAWRENCE CONDO LLC	19 HUNTS COVE RD NOBLEBORO, ME 04555	77 ST LAWRENCE ST UNIT 1	2
	STABILE JEROME G	5 ALDER ST SOUTH PORTLAND, ME 04106	78 BECKETT ST	3
	STARK ERIC A & JEANNETTE A SCHRAM JTS	71 BECKETT ST PORTLAND, ME 04101	71 BECKETT ST	3
	STEWART ANITA C	23 OBRION ST PORTLAND, ME 04101	23 OBRION ST	1
	STEWART CYNTHIA L	51 MORNING ST UNIT 1 PORTLAND, ME 04101	49 MORNING ST UNIT 1	1
	STRATTON PHILIPPA & THOMAS SEAVEY JTS	56 WILSON ST # 2 PORTLAND, ME 04101	56 WILSON ST UNIT 2	1
	SUMMERS ANDREA W & ROBERT L SUMMERS JTS	45 OBRION ST PORTLAND, ME 04101	45 OBRION ST	2
	SUTHERLAND SCOTT J & AMY K JTS	5 CORDIS ST AVE # 2 CHARLESTOWN, MA 02129	82 MORNING ST	2
	SWEGART PHILLIP S	29 ATLANTIC ST PORTLAND, ME 04101	29 ATLANTIC ST	2

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
	TASKER MATTHEW C & CARRIE L TASKER JTS	58 ATLANTIC ST PORTLAND, ME 04101	58 ATLANTIC ST	1
	THAYER MATTHEW F & MARGARET L HAZLETT JTS	62 MUNJOY ST PORTLAND, ME 04101	62 MUNJOY ST	1
	TIERNEY KATHERINE & GABRIEL GORDON JTS	30 OBRION ST PORTLAND, ME 04101	30 OBRION ST	1
	TIMSHELL LLC	107 WHARF RD YARMOUTH, ME 04096	96 VESPER ST	3
	VESPA LLC	20 COVESIDE RD CUMBERLAND FORESIDE, ME	22 VESPER ST	3
	VOORNAS LORI A	15 A O'BRION ST PORTLAND, ME 04101	15 OBRION ST	1
	WALSH EDWARD	PO BOX 82 PORTLAND, ME 04112	90 ATLANTIC ST	5
	WALSH EDWARD	PO BOX 82 PORTLAND, ME 04112	94 ATLANTIC ST UNIT 1	1
	WALSH EDWARD	PO BOX 82 PORTLAND, ME 04112	94 ATLANTIC ST UNIT 3	1
	WARD RONALD N	163 DANFORTH ST PORTLAND, ME 04102	74 VESPER ST	2
	WARREN LEONARD & JULIA A HALEY JTS	32 MORNING ST PORTLAND, ME 04101	32 MORNING ST	1
	WD INVESTMENTS INC	PO BOX 1458 PORTLAND, ME 04104	85 ST LAWRENCE ST	8
	WELCH KEITH W & LINDA ROSE JTS	89 VESPER ST # 3 PORTLAND, ME 04101	89 VESPER ST	3
	WENSTROM ENOCH B & GAIL A JTS	86 BECKETT ST #1 PORTLAND, ME 04101	90 BECKETT ST	3
	WENSTROM GAIL A & ENOCH B JTS	83 BECKETT ST PORTLAND, ME 04101	83 BECKETT ST	3
	WILHOITE DOLORES M & ROBERT W WILHOITE JTS	36 OBRION ST PORTLAND, ME 04101	36 OBRION ST	1
	WILHOITE DOLORES M & TRACY WILHOITE JTS	37 ST LAWRENCE ST PORTLAND, ME 04101	37 ST LAWRENCE ST	2
	WILLIAMS CLIFFORD A & MARY K WILLIAMS JTS	PO BOX 8578 PORTLAND, ME 04104	58 WILSON ST	3
	WILLIAMS JULIE D	58 MAPLEWOOD DR GORHAM, ME 04038	42 VESPER ST	3
	WILSON STREET	20 WEST 83RD ST # 1A NEW YORK, NY 10024	61 WILSON ST	5
	WUESTHOFF R JOHN & BETTY J	11 MORNING ST PORTLAND, ME 04101	15 MORNING ST	3
	WUESTHOFF R JOHN & BETTY J	11 MORNING ST PORTLAND, ME 04101	55 MORNING ST UNIT 4	1
	YELLOW BRICK HOUSE LLC	559 BRIGHTON AVE PORTLAND, ME 04102	88 CONGRESS ST UNIT 1	1
	ZIMMERMAN ROBERT F	39 VESPER ST PORTLAND, ME 04101	39 VESPER ST	1

CBL	OWNER	OWNER MAILING ADDRESS	PROPERTY LOCATION	UNITS
Total Listed:	284			645

