

TBA Mtg - April 25, 1996
VARIANCE APPEAL
300-B-50 R-3 Zone
PORT RESOURCES, Inc

117 BELFORD STREET

Quick Check List for preparing Bd. of Appeals

Get a manilla legal size file folder and on the outside front, list the following items, as these are done check each one off.

- 1. Sanborn Map (in Marge's office) - *NEVE*
- 2. Assessor's Chart (front counter)
- 3. List property abutters (use books on the counter)
- 4. Letter of acknowledgment to owner
- 5. Notice to abutters
- 6. Envelopes for notices (if needed, use the postcard method when possible)
- 7. City Map (on left hand daisy under the computer terminal)
- 8. Decision Form (in Marge's office)
- 9. Prepare an Agenda from the info submitted, (needs to go to the paper)
- 10. Date of meeting and name of the Applicant on front of file.
- 11. *By the way*
- 12. *Bills for MARG*

Remember before sending any letters, notices or agendas out they need Marge's and Larry's approval.

There is a black note book with sample letters of every type of letter you will use. You can use these as a go-by and there is a Procedure Manual that will be able to answer all your questions. Good-Luck

CITY OF PORTLAND, MAINE
BOARD OF APPEALS



April 29, 1996

Scott Joslin
c/o 175 Lancaster Street
Suite 217
Portland, Maine 04101

RE: 117 Belmont Street

Dear Scott,

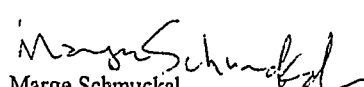
As you know, at its April 25, 1996 meeting, the Board of Appeals voted to grant the construction of a wheelchair ramp with the condition that the ramp be removed when it is no longer needed.

A copy of the Board's decision is enclosed for your information.

It is now necessary for you to have the enclosed Certificate of Variance Approval recorded in the Cumberland County Registry of Deeds within 90 days in order for the variance to be valid and to come to this office to pay for your permit to construct an exterior handicap ramp as per submitted plans. The cost of this permit is based on a cost of work formula, \$25.00 for the first \$1,000.00 of work and \$5.00 for each additional \$1,000.00.

You must also submit to this office a lease signed by both parties as requested by the Board.

If you have any questions, please do not hesitate to contact this office.


Marge Schmuckal
Asst. Chief, Code Enforcement Division

cc: Matthew D. Manahan, Chairman
Joseph E. Gray, Dir, PUD
P. Samuel Hoffses, C, Code Enf Div
Charles A. Lane, Corp. Counsel
D. Jordan, CEO



CERTIFICATE OF VARIANCE APPROVAL

I, Matthew D. Manahan, the duly appointed Chairman of the Board of Appeals for the City of Portland, Cumberland County and State of Maine, hereby certify that on the 30th day of April, 1996, 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. Property Owner: Conrad Hanf
2. Property: Cumberland County Registry Book _____, Page _____
(Last recorded _____ Deed in Chain of Title)
300-B-50, 117 Belmont Street, Portland, Maine
3. Variance and Conditions of Variance: To grant relief from Section 14-90(b) to Port Resources, Inc. lessee, to allow construction of an exterior handicap ramp in the front yard with the condition that when the ramp is no longer needed by the resident it be dismantled and removed.

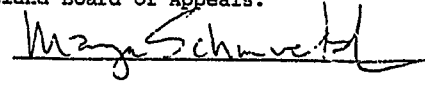
IN WITNESS WHEREOF, I have hereto set my hand and seal this 30th day of April, 1996.


Matthew D. Manahan, Chairman

MATTHEW D. MANAHAN
(Printed or Typed Name)
Chairman, Zoning Board of Appeals
City of Portland

STATE OF MAINE
Cumberland, ss.

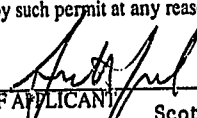

Then personally appeared the above-named Matthew D. Manahan and acknowledged the above certificate to be his ~~own~~ free act and deed in his ~~own~~ capacity as Chairman of the Portland Board of Appeals.


MARGE SCHMUCKAL
(Printed or Typed Name)
Notary Public

MA
MY COMM:

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 - Building or Use Permit Application 389 Congress Street, 04101, Tel: (207) 874-8703, FAX: 874-8716

Location of Construction: 117 Belfort Street		Owner: Conrad Hanf		Phone:		Permit No:	
Owner Address: 5 Pleasant View Dr., Canton, MA 02021		Lease/Buyer's Name: Port Resources		Phone: 828-0048		Business Name:	
Contractor Name:		Address:		Phone:		Permit Issued:	
Past Use: Single family dwelling		Proposed Use: Single family dwelling w/handicap ramp		COST OF WORK: \$		PERMIT FEE: \$25.00 + \$50.00 Appeal fee	
				FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: Type:	
Proposed Project Description: Construct temporary handicap ramp Variance Appeal		Signature:		Signature:		Zone: R-3 CBL: 300-B-52	
		PEDESTRIAN ACTIVITIES DISTRICT (P.U.D.)		Action: Approved <input type="checkbox"/> Approved with Conditions: <input type="checkbox"/> Denied <input type="checkbox"/>		Zoning Approval: Special Zone or Reviews: <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan <input type="checkbox"/> major <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>	
Permit Taken By: Vicki Dover		Date Applied For: 4/11/96		Signature:		Date:	
<ol style="list-style-type: none"> This permit application doesn't preclude the Applicant(s) from meeting applicable State and Federal rules. Building permits do not include plumbing, septic or electrical work. Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work. 						Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied	
APPEAL SUSTAINED 4/25/96						Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review	
CERTIFICATION							
I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit							
SIGNATURE OF APPLICANT: 		ADDRESS: c/o 175 Lancaster St., Ste. 217, Portland, 04101		DATE: 4/11/96		PHONE:	
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE						PHONE:	
White-Permit Desk Green-Assessor's Canary-D.P.W. Pink-Public File Ivory Card-Inspector							
						CEO DISTRICT 	

FINDINGS OF FACT
ALL APPEALS

TYPE OF APPEAL Variance

1. Name of Applicant Port Resources.
2. Address of Applicant 117 Belfort St.
3. Right of applicant to appeal.
Owner Jesse
Option to Purchase _____
4. Location of property under appeal 117 Belfort St
5. Zone in which the property is located R-3
6. Present use of property _____
7. Proposed use if the appeal is granted.

Arthur Lerman Residential

8. Names and addresses of those appearing in support of the application:

Arthur Lerman
Patricia Duranleau
et

9. Names and addresses of those appearing in opposition to the application:

10. Listing of the documentary evidence presented to the Board (e.g., plans, photos, maps, etc.)

See file

If the appeal is granted, does the Board wish to impose conditions which will further the intent and purpose of this Ordinance?

Yes _____
No _____

Specific Conditions Disability Variance for time
disabled occupant lives in dwelling.

Reasons _____

Date of Public Hearing 4/25/96

Motion _____

(including conditions and findings of fact) disability exists
with occupant (Blindness), ~~needs~~

To grant app. for a disability Variance for
S4 Portland in the name of Conrad Hentz
for as long as walter ~~lives~~ lives in
dwelling.

Votes in Favor
[Signature]
[Signature]
Anna Kautsch
[Signature]
[Signature]
[Signature]

Votes Opposed



CITY OF PORTLAND
Planning and Urban Development Department

MEMORANDUM

TO: Nadeen Daniels, City Clerk
FROM: Marge Schmuckal, Asst. Chief, Inspections Services
SUBJECT: Actions taken by the Board of Appeals on April 25, 1996
DATE: April 26, 1996

The meeting was called to order at 7:01 p.m. in Room 209, City Hall. Nan Sawyer was not present for the first appeal, Earl MacDonald was absent.

1. Unfinished Business: None
2. New Business:

Conditional Use Appeal:

8 Elmwood Street, Amy Bolduc, lessee, the Board voted 5-0 to grant the change of use from a single family to a single family with daycare for up to 12 children R-5 Zone

Interpretation Appeal:

116 Free Street, The Peregrine Corporation, lessee, the Board voted 5-0 to reconsider the interpretation of Section 14-217 to allow a community center for members only. Because of a conflict of interest, Matthew Manaha excused himself from voting. B-3 Zone

Variance Appeal:

117 Belfort Street, Port Resources, Incorporated, lessee, the Board voted 6-0 to grant the construction of a wheelchair ramp with the condition of that the ramp be removed when it is no longer needed. R-3 Zone

The meeting was adjourned at 8:20 p.m.

Enclosure: Agenda for April 25, 1996 meeting
Copy of Board's decision
Tape of meeting

cc: Joseph E. Gray, Jr., Dir, PUD
P. Samuel Hoffses, C, Insp Svcs Div

CITY OF PORTLAND, MAINE

BOARD OF APPEALS



APPEAL AGENDA

The Board of Appeals will hold a public hearing in Room 209, City Hall, on Thursday, April 25, 1996 at 7:00 p.m. to hear the following appeals:

1. Unfinished Business: None

2. New Business:

Conditional Use Appeal:

8 Elmwood Street, Amy Bolduc, lessee, request the Board permit a change of use from a single family dwelling to a single family dwelling with daycare for up to 12 children. R-5 Zone

Interpretation Appeal:

116 Free Street, The Peregrine Corporation, lessee, request the Board consider the interpretation of Section 14-217 to allow a community center for members only. B-3 Zone

Variance Appeal:

117 Belfort Street, Port Resources, Incorporated, lessee, request the Board allow construction of a wheelchair ramp in the front yard setbacks. R-3 Zone

3. Adjournment.

CITY OF PORTLAND, MAINE

BOARD OF APPEALS



VARIANCE APPEAL APPLICATION

Applicant's name and address: FORT RESOURCES, INC.175 Lancaster Street, Suits 217, Portland, Maine 04101Applicant's interest in property (e.g. owner, purchaser, etc.): Rent117 Belfort Street, Portland, Maine 04103Owner's name and address (if different): Conrad Hanf5 Pth Mt View Drive, Canton, MA 02021Address of property and Assessor's chart, block, and lot number: Chart(300)Block(B), Lot#(050), Rent #(001)Zone: R3 Present Use: ResidentialVariance from: Section 14- 90(4A)

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

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

Dated: April 10, 1996
Signature of Applicant
Executive Director

Except as specifically provided by the Ordinance, a variance may be granted by the Board only where strict application of the Ordinance, or a provision thereof, to the petitioner and his property would cause undue hardship. In order for the Board to find "undue hardship", the applicant must answer all of the following questions, and provide supporting evidence. The Board will consider this evidence in deciding whether to grant the appeal.

1. Can the land yield a reasonable return (not the highest return) without the granting of a variance?

Yes _____ (deny the appeal)
No _____

Reasons NA

2. Are there factors which are unique to this property, and not to the general conditions of the neighborhood, which create a need for a variance?

Yes _____
No _____ (deny the appeal)

Reasons NA

3. Will the granting of the variance alter the essential character of the locality?

Yes _____ (deny the appeal)
No _____

Reasons NA

4. Is the hardship a result of action taken by the applicant or a prior owner (self-created hardship)?

Yes _____ (deny the appeal)
No _____

Reasons Please refer to Chapter 712, "Disability Variance"
of the Portland Zoning Code.

It is up to the applicant to decide whether to file an appeal after reviewing the above requirements.

Port Resources, Inc.

175 Lancaster Street, Suite 217 + Portland, Maine 04101

April 10, 1996

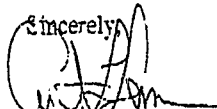
Portland Board of Appeals
Room 315
Portland City Hall
Portland, Maine 04101

Dear Members of the Board of Appeals:

I am writing on behalf of Walter Vanadestine who is blind. Walter recently moved into the house at 117 Balfort Street. Walter is living there temporarily until renovations can be made to 70/72 Emery Street, making that building handicapped accessible. This work is expected to be completed in less than a year. During this period Walter needs the use of a temporary ramp for access and egress from the Balfort Street house. A "Disability Variance" is requested from the twenty-five foot setback requirement of the Portland Zoning Ordinance.

I will be available to answer any questions that you may have regarding this application.

Sincerely,



Arthur L. Lerman
Executive Director

Telephone: (207) 828-0048 • Fax/Modem: (207) 772-3743 • TTY: (207) 772-3743 222

107-2 P.03

VETERANS—MAINE VETERANS' HOME—ADMISSION

CHAPTER 211

H.P. 933

L.D. 1327

An Act to Expand Eligibility for the Maine Veterans' Home

Be it enacted by the People of the State of Maine as if

Sec. 1. 37-A MRSA § 607, as amended by PL 1983, read:

§ 607. Admission

Veterans desiring admission to the home shall must administrator. Admission shall may be granted by the administrator only to eligible veterans who were residents of Maine at the time of their entry into the United States Armed Forces or who are residents of Maine at the time of application, and to the spouses, widows or widowers of eligible veterans, provided that suitable facilities are available. Admission shall must be granted when provisions of the rules are met, when there is a vacancy and in order of application, unless otherwise provided in the rules. For the purposes of this section, "eligible veteran" includes a person who served on active duty in the United States Armed Forces at any time during the period from December 22, 1961 to August 5, 1964.

Approved June 9, 1995.

MUNICIPALITIES—ZONING—DISABILITY VARIANCE

CHAPTER 212

S.P. 408

L.D. 1096

An Act to Amend the Law Governing Municipal Zoning with Respect to Community Living Arrangements

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 30-A MRSA § 4353, sub-§ 4-A, as amended by PL 1991, c. 59, § 2, is further amended to read:

4-A. Disability variance. The board may grant a variance to a property an owner of a dwelling for the purpose of making that property dwelling accessible to a person with a disability who is living on the property; resides in or regularly uses the dwelling. The board shall restrict any variance granted under this subsection solely to the installation of equipment or the construction of structures necessary for access to or egress from the property; dwelling by the person with the disability. The board may impose conditions on the variance, including limiting the variance to the duration of the disability or to the time that the person with the disability lives on in the property dwelling. For the purposes of this subsection, a disability has the same meaning as a physical or mental handicap under Title 5, section 4553 and the term "structures necessary for access to or egress from the property; dwelling" is defined to include railing, wall or roof systems necessary for the safety or effectiveness of the structure.

Approved June 9, 1995.

.. Additions are indicated by underline; deletions by strikethrough

RENTAL AGREEMENT

This Agreement made this 5th day of March, 1996 is between Conrad Hans, (hereinafter referred to as LANDLORD) and Port Resources, Inc. (hereinafter referred to as TENANT), who shall be jointly and severally responsible under the terms and conditions of this Agreement. This Agreement is intended only for the two same gentlemen and may not be assigned a new TENANT without the written permission of the LANDLORD or its agent.

The LANDLORD hereby leases to the TENANT and the TENANT hereby leases from LANDLORD One House at 117 Salford Street, City of Portland, Maine, for the term of one year, commencing March 5, 1996, to February 28, 1997. The term rent shall be \$8,903.40 to be paid in equal monthly installments of \$750.00 on or before the first of each month. March's rent shall be pro-rated at \$24.20 a day for 27 days for a total of \$653.40. March's rent and security deposit shall be paid at lease signing. TENANT shall pay utility, service and miscellaneous charges:

Oil, Electricity, Telephone, Cable TV (if desired), Lawn Care and Snow Removal.

TERMS AND CONDITIONS OF THIS AGREEMENT:

1. **SECURITY DEPOSIT:** TENANT shall deposit with LANDLORD upon the signing of this Agreement a Security Deposit under the terms and conditions as outlined on the attached Agreement. SECURITY DEPOSIT IS NOT TO BE USED AS RENT FOR THE FINAL MONTH OF THE TERM OR ANY TERMINATION FEE.
2. **SUBLET:** The premises shall not be sublet or this Agreement assigned without the written consent of the LANDLORD.
3. **INSPECTION:** LANDLORD or its agent shall be permitted to enter the premises during reasonable hours for inspection, maintenance and showing to prospective tenants or purchasers. TENANT shall not alter existing locks or install other locks without the written consent of the LANDLORD.
4. **CONDITION:** The premises is leased as shown with no other verbal commitments by the LANDLORD or its agent. The LANDLORD does agree to the following charges, repairs or conditions only: Replace refrigerator shelves and stove pans.
5. **PETS:** No pets of any nature shall be kept on the premises. Possession of unauthorized pets shall be reason to terminate this Agreement with full termination fees due.
6. **DAMAGE:** The LANDLORD is not responsible for any damage or loss of property owned by the TENANT while on the leased premises or on the LANDLORD's property of which the leased premises is a part. TENANT accepts this condition as part of this Agreement.
7. **BREACH OF AGREEMENT:** If TENANT shall fail to pay rent within 14 days of the due date or fail to comply with any of the terms of this Agreement, LANDLORD may terminate this Agreement and the TENANT'S rights hereunder. LANDLORD may declare forfeiture, re-enter the premises, sue for rent or resort to any other legal remedy. Unfavorable credit history will be reported to the appropriate credit agencies. All legal disputes will be paid by the TENANT.
8. **IMPROPER USE:** Premises shall only be used as the private residence of those residents who are listed as TENANT above. In the case with Port Resources, the subject property is rented with understanding the property will be housing two gentlemen (only) under the care and supervision of Port Resources. Any changes to the members residing in the subject property must be reported to the LANDLORD. The LANDLORD has the option to terminate the subject lease, if TENANT'S are not approved.

9. Payment of rent shall be made at: 5 Pleasant View Drive Canton, MA 02021 or at such a place as LANDLORD or its agent may designate. Checks to be made out to: Conrad Hanf. Rent not received by the first of each month shall be considered late.
10. HOLD OVER: The TENANT agrees that his/her occupancy of the premises beyond the term of this Agreement shall not be deemed as a renewal of this Agreement. If rent is collected and accepted it shall be a renewal on a month to month basis only, with all other provisions of this Agreement to continue except for term.
11. SEPARABILITY: If any portion of this Lease is held invalid, the remainder of the Agreement shall not be affected.
12. The TENANT agrees to abide by the rules and regulations of the property as attached hereto, or amended during the rental term.
13. TERMINATION: Upon the expiration or termination of this Agreement, TENANT agrees to deliver the premises and equipment in good, clean, tenantable condition, reasonable wear and tear excepted.
14. QUIET ENJOYMENT: It is agreed that in consideration of others, any loud noises (i.e. parties, music, etc.) that cause complaints, shall be sufficient cause for termination of this Lease.
15. TENANT acknowledges that Broker is representing said property for Owner and information furnished to the applicant is from sources deemed reliable but no warranty is made to the accuracy thereof. Furthermore, TENANT recognizes that information and representations (including but not limited to) heating systems, electrical systems, appliances, air conditioning, and condition of said property has been provided by the Owner and TENANT is encouraged to seek information from professionals regarding any specific issue of concern involving said information.
16. Oil tank will be full prior to move in. At expiration of lease TENANT shall leave tank full.
17. If rent has not been received by the 15th of the month a late fee of \$30.00 will be assessed to the TENANT.
18. TENANT'S will mow the lawn at regular intervals and keep the premises free of debris i.e. garbage, junk, leaves, heavy grass clippings.
19. TENANT'S will provide plowing of the driveway after winter snow storms.
20. No interior or exterior changes may be made to the premises or structure of the building without consent of the LANDLORD in writing.
21. The dishwasher is not working and will not be included as part of the lease agreement.
22. LANDLORD is not responsible for personal property of the TENANT destroyed or damaged by fire or other unavoidable casualties.

23. INDEMNIFICATION: TENANT'S agree that it will indemnify and hold harmless the LANDLORD from any loss, damage, claim, demand, suits, judgments, or liabilities which the LANDLORD may be put arising injury or resulting from the use of the leased premises by the TENANT, his or her family, guests and invites.

IN WITNESS whereof, the parties hereto, have signed this Agreement in duplicate on the day and year first written above.

[Handwritten Signature]
Executive Director 3/5/96

LANDLORD- Conrad Hans DATE

TENANT- Post Resources, Inc. DATE

FISHMAN REALTY GROUP

SECURITY DEPOSIT AND AGREEMENT

Receipt is hereby acknowledged of Port Resources, Inc. in the sum of \$750.00 to act, as a security deposit for 117 Belfort Street in the City of Portland, Maine, on conditions as set forth below. The above amount shall be returned upon the termination of occupancy on the following conditions:

1. This amount does not apply to the last month's rent.
2. The full term of the Lease has passed or proper notice has been given under agreement of tenancy.
3. Proper written notice to vacate has been given upon the day rent payment is due.
4. There is no damage to the unit other than normal wear and tear. All litter and rubbish have been removed.
5. The bathrooms have been thoroughly cleaned, including tub, lavatory, commode, floor and mirrors.
6. The refrigerator has been defrosted and cleaned, the electricity turned off to the refrigerator and the door left open.
7. The entire unit has been cleaned, including bathroom, appliances, inside of windows, walls, mirrors and floors, etc.
8. The carpeting has been cleaned and vacuumed and has not been damaged by stains, burns or grease spots.
9. There are no large holes in the walls, no large scratches, no glue-on picture hangers or contact paper.
10. Storage space has been cleaned out of all material.
11. There are no late charges and all rent due has been paid.
12. There are no outstanding utility bills.
13. All unit and building keys are returned.
14. A forwarding address is provided to the LANDLORD.

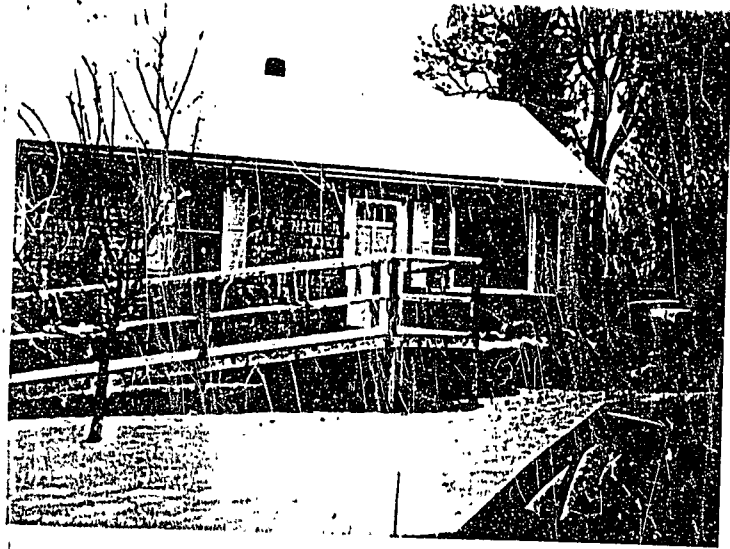
I fully understand that if I have not complied with all the provisions as stated in this Agreement, any charges for cleaning, damage or repair will be deducted from the Security Deposit, and I will receive an accounting summary of the charges if only a partial refund is made.

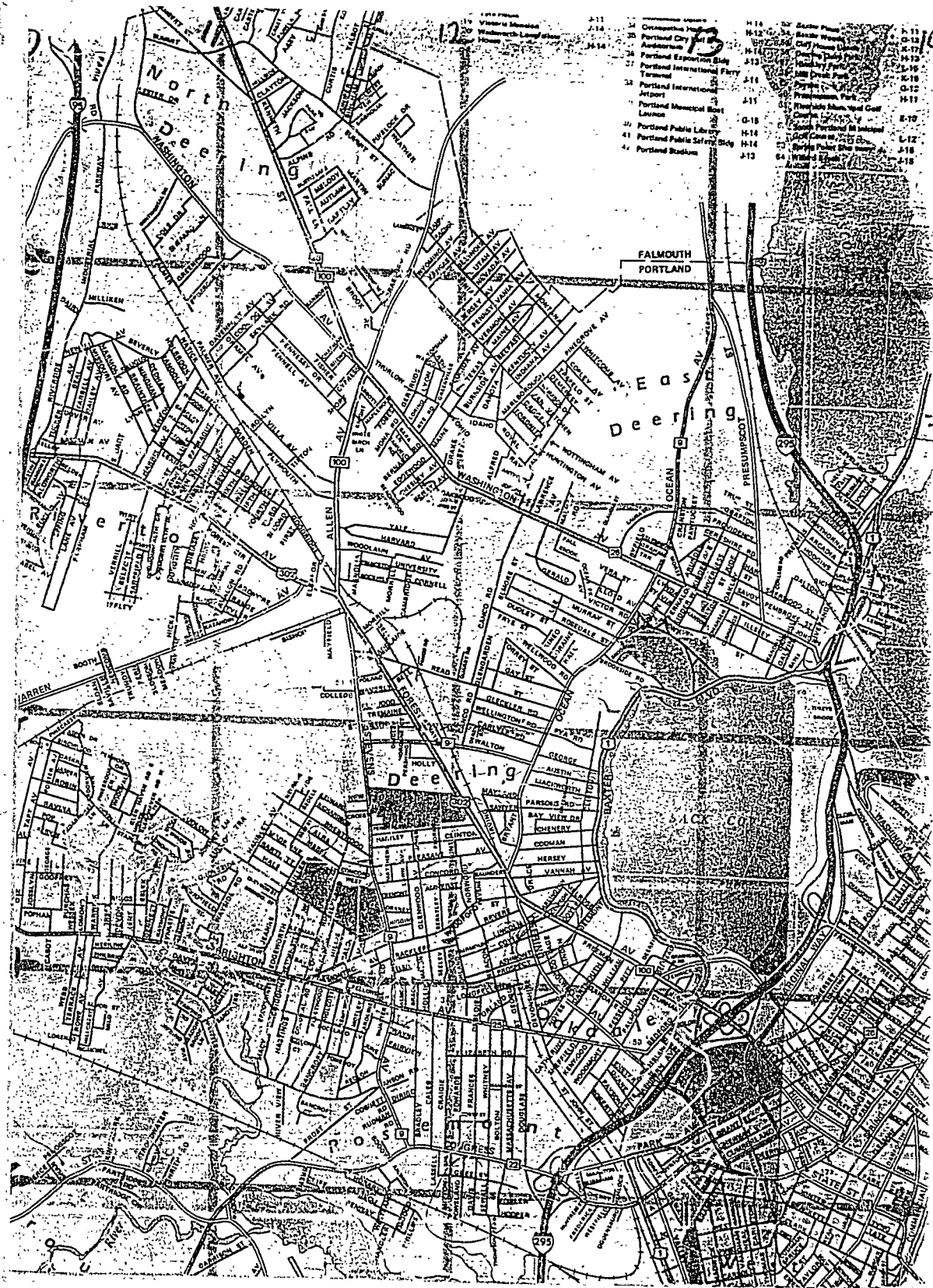
LANDLORD- Conrad Hanf DATE

(Signature)
Executive Director
TENANT- Port Resources, Inc. DATE

3/5/96

FISHMAN REALTY GROUP





Location	Grid Reference
Portland City	H-14
Academy	H-14
Portland Esplanade Bldg	J-13
Portland International Ferry Terminal	J-13
Portland International Airport	J-13
Portland Municipal Boat Launch	J-13
Portland Public Library	J-13
Portland Public Safety Bldg	J-13
Portland Station	J-13
Eastern Promenade	H-11
Rocky Point	H-11
Clay House	H-11
Portland Public Library	H-11
Portland Public Safety Bldg	H-11
Portland Station	H-11
Portland International Ferry Terminal	H-11
Portland International Airport	H-11
Portland Municipal Boat Launch	H-11
Portland Public Library	H-11
Portland Public Safety Bldg	H-11
Portland Station	H-11

CITY OF PORTLAND, MAINE

BOARD OF APPEALS



April 17, 1996

Scott Joslin
c/o 175 Lancaster Street
Suite 217
Portland, Maine 04101

RE: 117 Belfort Street ✓

Dear Scott,

Your application for a Variance Appeal for the property located at 117 Belfort Street is acknowledged.

This appeal is scheduled for review before the Board of Appeals on Thursday, April 25, 1996 at 7:00 p.m., Room 209, City Hall, Portland, Maine. You must plan to attend to answer any questions which the Board members may have concerning this appeal.

A copy of the April 25th agenda will be mailed to you as soon as copies become available.

Sincerely,

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

Marge Schmuckal
Asst. Chief, Code Enforcement Division

cc: Matthew D. Manahan, Chairman
Joseph E. Gray, Dir, PUD
P. Samuel Hoffses, C, Code Enf Div
Charles A. Lane, Corp Counsel

117 Belfort St.
300-B-50

† Unstain
mullid 4/18/96

300-B-49
Marcella DiBiase
111 Belfort St
Portland 04103

300-D-6
Robert A & Theresa
Chamard
114 Belfort St
Portland 04103

~~300-B-51~~

300-D-7

300-B-16
Philip J & Mary R. Latini
25 Burke Rd
Standish 04084

300-B-17
RJ Grondin & Sons, Inc
11 Bartlett Rd
Gorham 04038

CITY OF PORTLAND, MAINE

BOARD OF APPEALS



117 BELFORT STREET

All persons interested either for or against this Variance Appeal, will be heard at a public hearing in Room 209, City Hall, Portland, Maine on Thursday, April 26, 1996 at 7:00 p.m. This notice of required public hearing has been sent to the owners of property directly abutting and directly across the street or alley from the property as required by the Ordinance.

Port Resources, lessee of the property at 117 Belfort Street, which is in an R-3 Zone, under the provisions of Section 14-96(4)a of the Zoning Ordinance of the City of Portland, Maine, hereby respectfully petitions the Board of Appeals to grant the construction of a temporary handicap ramp in the front yard setback. For more detailed information, please come to Room 315 at City Hall weekdays from 7:00 a.m. to 4:00 p.m.

LEGAL BASIS OF APPEAL: Such appeal will be granted if the Board of Appeals finds that the conditions imposed by Section 14-473(c)(2) of the Zoning Ordinance have been met.

MATTHEW D. MANAHAN
CHAIRMAN

CITY OF PORTLAND, MAINE

BOARD OF APPEALS



April 17, 1996

Scott Joslin
c/o 175 Lancaster Street
Suite 217
Portland, Maine 04101

RE: 117 Belfort Street

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Marge Schmuckal
Asst. Chief, Code Enforcement Division

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