2004-0047

47-A-27 42 Mellen St. Change of Use Jill Babcock

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CITY OF PORTLAND, MAINE **DEVELOPMENT REVIEW APPLICATION** PLANNING DEPARTMENT PROCESSING FORM

2004-0047

		DRC Copy	Application I. D. Number
Debasels IIII			3/16/2004
Applicant		-	Application Date
168 Clearwater Dr , Falmouth ,	ME 04105		Foundation House Change of Use
Applicant's Mailing Address	WILL 07100	-	Project Name/Description
		42 - 42 Mellen St, Portland, I	
Consultant/Agent		Address of Proposed Site	
Applicant Ph: (207) 767-1717	Agent Fax:	047 A027001	
Applicant or Agent Daytime Tele	phone, Fax	Assessor's Reference: Chart-E	Block-Lot
Proposed Development (check a	II that apply): New Building	Building Addition 🕝 Change Of Use	Residential Office Retail
Manufacturing Wareho	ouse/Distribution	Other	(specify)
			R6
Proposed Building square Feet o	r # of Units Acrea	age of Site	Zoning
Check Review Required:			
Site Plan	Subdivision	☐ PAD Review	14-403 Streets Review
(major/minor)	# of lots	FAD Neview	14-403 Streets Neview
Flood Hazard	Shoreland	HistoricPreservation	DEP Local Certification
Zoning Conditional Use (ZBA/PB)	Zoning Variance		Other
Fees Paid: Site Pla	\$400.00 Subdivision	Engineer Review	Date 3/16/2004
DRC Approval Status	D	Reviewer	
		Danied	
Approved	Approved w/Conditions See Attached	☐ Denied	
Approval Date	Approval Expiration	Extension to	Additional Sheets Attached
Condition Compliance			Attached
	signature	date	
Performance Guarantee	Required*		
* No building permit may be issu	ed until a performance guarantee has	been submitted as indicated below	
Performance Guarantee Acc	epted		
	date	amount	expiration date
Inspection Fee Paid			
moposition root and	date	amount	100 100 100 100 100 100 100 100 100 100
Building Permit Issue			
Dunaning i cirini ioodo	date		
Performance Guarantee Red	uced		
	date	remaining balance	signature
Temporary Certificate of Occ		Conditions (See Attached)	Ğ
Temporary Certificate of Occ	date	Conditions (See Attached)	expiration date
□ Final Inspection	date		ολριιαίου ααίο
Final Inspection	date	signature	
0.17	date	Signature	
Certificate Of Occupancy	doto		
· - ·	date		
Performance Guarantee Rele			
	date	signature	
Defect Guarantee Submitted			
	submitted date	amount	expiration date
Defect Guarantee Released			
	date	signature	

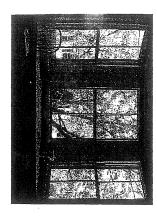
Clean & Sober in Maine the way life should be.

Life can be challenging in early recovery.
Foundation House understands, we've been there too. Let us provide the best environment for you to learn how to live "Clean & Sober".

Our homes are bright, affordable, clean and committed to your Recovery. Residents lead by example and practice change in a warm, caring community.

Begin to build the Foundation for your Recovery.

For adult males and females



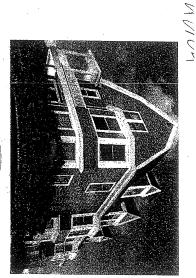
:O.T.

PO Box 6279-0079 Cape Elizabeth, Maine o4107

Foundation House







OT

Foundation House where recovery begins

Maine Alliance of Addiction & Recovery

Registered member:

To contact Foundation House:

PO Box 6279-0079 Cape Elizabeth, ME 04107

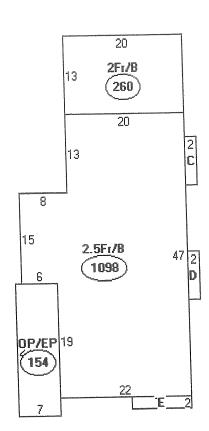
Phone: 207-767-1717

1-888-606-AANA Fax: 207-767-5511

Email: recovery@foundationhouse.net

WWW.foundationhouse.net





Descriptor/Area

- A: 2.5Fr/B 1098 sqft
- B: 2Fr/B 260 sqft
- C:FBAY 16 sqft
- D:2FBAY/B 16 sqft
- E:2FBAY/B 20 sqft
- F: OP/EP 154 sqft

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42 meller ST.

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Confidential 3/16/04



Foundation House

Portland Zoning
- Change of Use - Minor Staff Review ~

Patrick Babcock
Executive Director
Foundation House
Ph: 207-767-1717 Fax: 207-767-5111
recovery@foundationhouse.net
www.foundationhouse.net

Foundation House

PO Box 6279-0079 Cape Elizabeth, Maine 04107 Ph: 207-767-1717 Fax: 207-767-5111

Project explanation

Foundation House provides affordable, short and long-term transitional sober living accommodations for men in recovery from chemical dependency. The founders have formed this company in order to provide residents with a highly-dignified living environment emphasizing low in-house drama.

In June of 2003, Foundation House opened the doors at our primary site. The property is located at 42 Mellen Street in the heart of downtown Portland. By August 1st, we had filled all available beds and have continued to successfully operate at maximum capacity virtually every month since. We currently have an average daily waiting list of 10 men who are seeking to reside in Foundation House.

Foundation House has already proven its strength in helping residents achieve an unparalleled success rate for continued sobriety. The house at 42 Mellen Street is currently operating at a 95% success rate for continued, monthly, individual sobriety. The recovery rate under the Foundation House model is an industry leader.

The mission statement of Foundation House remains - high dignity, low drama recovery.

By being involved in each step of the way as residents transition from an in-patient facility to independent, affordable living, we at Foundation House can insure that our residents are receiving the highest quality, affordable living available, in a sober and safe environment. This is accomplished by the highly structured climate established in each house. We manage the process rather than the individual. The process takes shape as each resident is provided with a 23-page 'resident handbook' detailing the comprehensive structure of the Foundation House sober living, recovery process.

It is important to note that Foundation House is <u>NOT</u> a program. The men who reside at a Foundation House property are similar to other individuals renting in any given neighborhood. What distinguishes them is their commitment and desire to lead an upstanding, sober life supported by clearly-defined guidelines and the support of other like-minded individuals in the house.

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For a number of years, there has been alarmingly little opportunity for low-income and disadvantaged individuals to obtain affordable rental housing in the Greater Portland area. Foundation House helps address the affordable housing crisis that currently exists. At a time when these individuals are being turned away, Foundation House welcomes them home. Currently, the need for this resource in Greater Portland far outweighs the supply.

The lack of affordable housing is a problem for our entire community - Foundation House is part of the solution.

We provide the best environment for people in early recovery from substance abuse to learn how to live "Clean & Sober". Simply put, we already know what it takes to stay "Clean & Sober", and we have the resources – personnel and systems – to create continued success for all of our residents.

Owner, Patrick Babcock brings extensive, first-hand knowledge and experience to the field of addiction recovery and has been sober for 8 ½ years. Co-owner, Danika Babcock, has been in property management for over 2 ½ years and has developed a solid network of relationships with well-regarded service providers in the field of real estate property management in the Greater Portland Area. Their combined experience serves to complement the success of Foundation House.

The property at 42 Mellen Street is owned by Jill L. Babcock.

Patrick Babcock, her son, has Power of Attorney over all of Mrs. Babcock's real estate holdings.

PK Holdings Inc. [dba Foundation House] has an exclusive lease with Mrs. Babcock for the property located at 42 Mellen Street.

Department of Planning & Development Lee D. Urban, Director



Division Directors Mark B. Adelson Housing & Neighborhood Services

Alexander Q. Jaegerman, AICP Planning

> John N. Lufkin Economic Development

March 29, 2004

Jill Babcock P.O. Box 6279-0079 Cape Elizabeth ME 04107

RE:

Foundation House Lodging House; 42 Mellen Street; Change of Use

CBL:

47-A-27

Dear Ms. Babcock:

On March 29, 2004 the Portland Planning Authority approved the change of use for the Foundation House Lodging House at 42 Mellen Street, as shown on the approved plan

The approval is based on the submitted site plan. If you need to make any modifications to the approved site plan, you must submit a revised site plan for staff review and approval.

Prior to construction, a pre-construction meeting shall be held at the project site with the contractor, development review coordinator, Public Work's representative and owner to review the construction schedule and critical aspects of the site work. It shall be the contractor's responsibility to arrange a mutually agreeable time for the pre-construction meeting.

The Development Review Coordinator must be notified five (5) working days prior to date required for final site inspection. The Development Review Coordinator can be reached at the Planning Division at 874-8632. Please note that no Certificates of Occupancy will be issued until all site improvements have been completed and inspected in the field by the Development Review Coordinator.

If there are any questions, please contact Sarah Hopkins at 874-8720.

Sincerely,

Sarah Hopkins

Development Review Services Manager

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cc:

Alexander Jaegerman, Planning Division Director Jay Reynolds, Development Review Coordinator Marge Schmuckal, Zoning Administrator Karen Dunfey, Inspections Tony Lombardo, Project Engineer Eric Labelle, City Engineer Correspondence File

CITY OF PORTLAND, MAINE **DEVELOPMENT REVIEW APPLICATION**

PLANNING DEPARTMENT PROCESSING FORM

2004-0047

	F	Planning Copy	Application I. D. Number
M-1			3/16/2004
Applicant			Application Date
168 Clearwater Dr , Falmouth ,	ME 04105		Foundation House Change of Use
Applicant's Mailing Address	WE 04103		Project Name/Description
, ippriodine o maining / tadi occ		42 - 42 Mellen St, Portland, N	·
Consultant/Agent		Address of Proposed Site	
Applicant Ph: (207) 767-1717	Agent Fax:	047 A027001	
Applicant or Agent Daytime Tele	phone, Fax	Assessor's Reference: Chart-Bl	ock-Lot
Proposed Development (check a	all that apply): New Building B	uilding Addition 🕡 Change Of Use 🏻 [Residential Office Retail
Manufacturing Wareh	ouse/Distribution Parking Lot	Other (s	specify)
3		,	R6
Proposed Building square Feet	or # of Units Acreage	e of Site	Zoning
, reposed Banding equator out	, we could		
Check Review Required:			
Site Plan (major/minor)	Subdivision # of lots	☐ PAD Review	14-403 Streets Review
Flood Hazard	Shoreland	HistoricPreservation	DEP Local Certification
Zoning Conditional	Zoning Variance		Other
Use (ZBA/PB)			
Fees Paid: Site Pla	\$400.00 Subdivision	Engineer Review	Date 3/16/2004
Planning Approval S	totuc:	Reviewer	
		- Danied	
Approved	Approved w/Conditions See Attached	☐ Denied	
Approval Date	Approval Expiration	Extension to	Additional Sheets
OK to Issue Building Permit			Attached
	signature	date	
Performance Guarantee	Required*	Not Required	
* No building permit may be issu	led until a performance guarantee has be	een submitted as indicated below	
Performance Guarantee Acc			
	date	amount	expiration date
Inspection Fee Paid			
	date	amount	
Building Permit Issue			
	date		
Performance Guarantee Rec			
	date	remaining balance	signature
Temporary Certificate of Occ		Conditions (See Attached)	
	date		expiration date
Final Inspection			
	date	signature	
Certificate Of Occupancy			
	date		
Performance Guarantee Rel	eased		
	date	signature	
Defect Guarantee Submitted	<u> </u>		
	submitted date	amount	expiration date
Defect Guarantee Released			
	date	signature	



CITY OF PORTLAND, MAINE

Department of Building Inspections

3/16 20 04
Received from PK Holdings Inc
Location of Work 42 Mellen St.
Cost of Construction \$
Permit Fee \$ 400.00
Building (IL) Plumbing (I5) Electrical (I2) Site Plan (U2)
Other
CBL: 047 A 027
Check #: /093 Total Collected \$ 400.00

THIS IS NOT A PERMIT

No work is to be started until PERMIT CARD is actually posted upon the premises. Acceptance of fee is no guarantee that permit will be granted. PRESERVE THIS RECEIPT. In case permit cannot be granted the amount of the fee will be refunded upon return of the receipt less \$10.00 or 10% whichever is greater.

MAR | 6 2004

WHITE - Applicant's Copy YELLOW - Office Copy PINK - Permit Copy

City of Portland Site Plan Application

If you or the property owner owe real estate taxes, personal property taxes or user charges on any property within the City of Portland, payment arrangements must be made before permit applications can be received by the Inspections Division.

Address of Proposed Development:	2 Mellen	84.	Zone: $R-6$
Proposed Structure descripting 4 dwelling unit		vare Footage of Lot:	ming units
Tax Assessor's Chart, Block & Lot: Chart# 4-7 Block# A Lot#27	POBY	i's mailing address: But well Jill Bab 279-0079 beth, ME 04103	1717
Consultant/Agent, mailing address, phone # & contact person: Earne as applicant property owner	telephone #/Fo	me, mailing address, ax#/Pager#: BASCOCK	Project name: Foundation Honse Lodging Honse
Proposed Development (check all that aNew BuildingBuilding AdditionManufacturingWarehouse/DistribleSubdivision (\$500.00) + amount of lotsSite Location of Development (\$3,000 (except for residential projects whichTraffic Movement (\$1,000.00)StoSection 14-403 Review (\$400.00 + \$25Other	Change of Use outionParking (\$25.00 per loo) shall be \$200.00 per loor ormwater Quality	g lot ot) \$ oer lot)	ceRetail
Major Development (more than 10,000 so Under 50,000 sq. ft. (\$500.00) 50,000 - 100,000 sq. ft. (\$1,000.00) Parking Lots over 100 spaces (\$1,000.00) 100,000 - 200,000 sq. ft. (\$2,000.00) 200,000 - 300,000 sq. ft. (\$3,000.00) Over 300,000 sq. ft. (\$5,000.00) After-the-fact Review (\$1,000.00 + ap	00)	tion fee)	
Minor Site Plan Review Less than 10,000 sq. ft. (\$400.00) After-the-fact Review (\$1,000.00 + ap	plicable applica	tion fee)	
Plan AmendmentsPlanning Staff Review (\$250.00)Planning Board Review (\$500.00)		- Please	see next page -

Who billing will be sent to: (Company, Contact Person, Address, Phone #)

Patrick Babcock

P.O. Box 6279 - 0079

Cape & 113abeth, ME 04107

Submittals shall include (9) separate <u>folded</u> packets of the following:

- a. copy of application
- b. cover letter stating the nature of the project
- c. site plan containing the information found in the attached sample plans check list

Amendment to Plans: Amendment applications should include 6 separate packets of the above (a, b, & c)

ALL PLANS MUST BE FOLDED NEATLY AND IN PACKET FORM

Section 14-522 of the Zoning Ordinance outlines the process, copies are available at the counter at .50 per page (8.5 x11) you may also visit the web site: <u>ci.portland.me.us</u> <u>chapter 14</u>

I hereby certify that I am the Owner of record of the named property, or that the owner of record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of applicant:	l Data:
I Signature of applicant	l Date:
i didiratore or applicant.	

This application is for site review ONLY, a building Permit application and associated fees will be required prior to construction.

Department of Planning & Development Lee D. Urban, Director



Division DirectorsMark B. Adelson
Housing & Neighborhood Services

Alexander Q. Jaegerman, AICP Planning

John N. Lufkin Economic Development

To Applicants for Development in Portland:

The City of Portland has instituted the following fees to recover the costs of reviewing development proposals under the Site Plan and Subdivision ordinances: application fee; engineering fee; and inspection fee. Performance and defect guarantees are also required by ordinance to cover all site work proposed.

The Application Fee covers general planning and administrative processing costs, and is paid at the time of application.

The Planning Division is required to send notices to neighbors upon receipt of an application and prior to public meetings. The applicant will be billed for mailing and advertisement costs. Applicants for development will be charged an **Engineering Review Fee.** This fee is charged by the Planning Division for review of on-site improvements of a civil engineering nature, such as stormwater management as well as the engineering analysis of related improvements within the public right-of-way, such as public streets and utility connections, as assessed by the Department of Public Works. The Engineering Review fee must be paid before a building permit can be issued. Monthly invoices are sent out by the Planning Division on a monthly basis to cover engineering costs.

A **Performance Guarantee** will be required following approval of development plans. This guarantee covers all required improvements within the public right-of-way, plus certain site improvements such as landscaping, paving, and drainage improvements. The Planning Division will provide a cost estimate form for figuring the amount of the performance guarantee, as well as sample form letters to be filled out by a financial institution.

An **Inspection Fee** must also be submitted to cover inspections to ensure that sites are developed in accordance with the approved plan. The inspection fee is 2.0% of the performance guarantee amount, or as assessed by the planning or public works engineer. The minimum inspection fee is \$300 for development, unless no site improvements are proposed. Public Works inspects work within the City right-of-way and Planning inspects work within the site including pipe-laying and connections. (The contractor must work with inspectors to coordinate timely inspections, and should provide adequate notice before inspections, especially in the case of final inspection.)

Upon completion of a development project, the performance guarantee is released, and a **Defect Guarantee** in the amount of 10% of the performance guarantee must be provided. The Defect Guarantee will be released after a year.

Other reimbursements to the City include actual or apportioned costs for advertising and mailed notices. All fees shall be paid prior to the issuance of any building permit.

For more information on the fees or review process, please call the Planning Division at 874-8719 or 874-8721.

Alexander Jaegerman, AICP Planning Division Director

Development Review Fee Schedule (effective July 1, 2003)

•	Major Site Plan Review (more than 10,000 sq. ft.)	
	Under 50,000 sq. ft.	\$500.00
	50,000 - 100,000 sq. ft.	\$1,000.00
	Parking Lots over 100 spaces	\$1,000.00
	100,000 - 200,000 sq. ft.	\$2,000.00
	200,000 - 300,000 sq. ft.	\$3,000.00
	Over 300,000 sq. ft.	\$5,000.00
•	After-the-fact Major Site Plan Review	\$1,000.00 + applicable application fee
•	Minor Site Plan Review (less than 10,000 sq. ft.)	\$400.00
•	After-the-fact Minor Site Plan Review	\$1,000.00 + applicable application fee
•	Minor-Minor Site Plan Review (Single Families)	\$300.00
•	Amendment to Plans	
	Planning Board Review	\$500.00
	Planning Staff Review	\$250.00
•	Subdivision Fee	\$500.00 + \$25.00 per lot
•	Section 14-403 Review	\$400.00 + \$25.00 per lot
•	Site Location of Development	\$3,000.00
	(except for residential projects which shall be \$200.00 per lot)	
•	Traffic Movement Permit	\$1,000.00
•	Stormwater Quality Permit	\$250.00
•	Street Vacation	\$2,000.00

Engineering Fees

●.	Engineer Review Fee	Assessed by Engineer
•	Inspection Fee	2% of Performance Guarantee or
		as assessed by Planning or
		Public Works Engineer with
		\$300.00 being the minimum

Zone Change

•	Zoning Map Amendments	\$2,000.00
•	Text Amendments	\$2,000.00
•	Contract/Conditional Rezonings	
	Under 5,000 sq. ft.	\$1,000.00
	5,000 sq. ft. and over	\$3,000.00
•	Conditional Use	\$100.00

Historic Preservation

Administrative Review	\$50.00
Minor Projects - Committee Review	\$100.00
Major Projects - Committee Review	\$500.00
After-the-fact Review	\$750.00
HP Special Exception Sign Review	\$35.00
	Minor Projects - Committee Review Major Projects - Committee Review After-the-fact Review

Noticing/Advertisements for Historic Preservation and Planning Board Review

• Legal Advertisement

Percent of total bill

(Legal Ads are placed in the newspaper for workshop and public hearing meetings)

Notices

.55 cents each

(Notices are sent to abutters when the application is received in the Planning Division, workshop meeting and public hearing meeting)

CITY OF PORTLAND, MAINE SITE PLAN CHECKLIST

(1) Standard boundary survey (stamped by a registered surveyor, at a scale of not less than 1 inch to 100 feet and including: Name and address of applicant and name of proposed development	14-525 (b,c) 1 a b c d e 2 a
scale of not less than 1 inch to 100 feet and including: Name and address of applicant and name of proposed development	a b c d e 2
scale of not less than 1 inch to 100 feet and including: Name and address of applicant and name of proposed development	b c d e 2
(2) Name and address of applicant and name of proposed development	b c d e 2
	c d e 2
(3) Scale and north points	c d e 2
(4) Boundaries of the site	d e 2
	e 2
	2
(7) 701 1 1 1 1 1 1 1 1 1	
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	1_
(9) Location of water courses, marshes, rock outcroppings and wooded areas	ь
(10) Location, ground floor area and grade elevations of building and other structures existing and proposed, elevation drawings of exterior facades, and materials to be used	С
(11) Approx location of buildings or other structures on parcels abutting the site	d
(12) Location of on gite yearte magnitudes	e
The state of the s	е
(14)	e
	*
Culverts, drains, existing and proposed, showing size and directions of flows Location and dimensions, and ownership of easements, public or private	e f
rights-of-way, both existing and proposed	
Location and dimensions of on-site pedestrian and vehicular access ways	g
(18) Parking areas	g
(19) Loading facilities	g
(20) Design of ingress and egress of vehicles to and from the site onto public stree	
(21) Curb and sidewalks	g
(22) Landacana nlan abayying	h
(22) Landscape plan showing: (23) Location of existing proposed vegetation	h
(0.4)	h
(0.5)	h
(26) Size of proposed landscoping	h
(27) Existing areas to be preserved	h
(28) Preservation measures to be employed	h
(29) Details of planting and preservation specifications	h
(30) Location and dimensions of all fencing and screening	i
(31) Location and intensity of outdoor lighting system	j
(32) Location of fire hydrants, existing and proposed	k
(33) Written statement	С
(34) Description of proposed uses to be located on site	1
(35) Quantity and type of residential, if any	1
(36) Total land area of the site	b2
(37) Total floor area and ground coverage of each proposed building and structure	b2
	c3
(20) Mothod of handling golid wegte dignocal	4
(40) Applicant's evaluation of availability of off-site public facilities, including sewer, water	
and streets (41) Description of any problems of drainage or topography, or a representation that there	6
are none	
(42) An estimate of the time period required for completion of the development	7
(43) A list of all state and federal regulatory approvals to which the development may be subject to	8
(44) The status of any pending applications	8
(45) Anticipated timeframe for obtaining such permits	h8

	(46) (47)	A letter of non jurisdiction Evidence of financial and technical capa including a letter from a responsible fin planned development and would serious	ancial ins	
Note: Depending on the size including (but not limited to)		pe of the proposed development, the Plant	ning Boa	rd or Planning Authority may request additional information,
 drainage patterns and fa erosion and sedimentati a parking and/or traffic and a noise study; 	ion contro	ols to be used during construction;	-	an environmental impact study; a sun shadow study; a study of particulates and any other noxious emissions; a wind impact analysis.
Other comments:				
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	www.com/com/com/com/com/com/com/com/com/com/			
		Market 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	·	

Notice to Developers of New Subdivisions

Effective January 1, 1998, the City of Portland requests that developers of new subdivisions submit information regarding the origin of the name of any new street(s) created within the City limits. This information shall be submitted to the Planning Division with all other related application materials.

In 1997, Portland residents, Norman and Althea Green, presented the City of Portland with a compilation of research which documents the origins of all street names existing in the City as of 1995. The person, event, location, or subject for which each street was named is now recorded for posterity, constituting an important public record for all those interested in the development of Portland. This compilation is on file at the Portland Public Library, the Maine Historical Society, and the library of the Portland Newspapers, as well as in the City Clerk's Office at Portland City Hall.

It is the intent of the City of Portland to continue this documentation for all streets created in the City. As part of the subdivision review process, applicants are required to submit information regarding the person or subject for which all new streets are being named. In the case of a person, the full name should be submitted, as well as their vocation, relationship to the developer or the area, or other pertinent information. Once the street is formally accepted by the City Council, the information will be placed on file at the City Clerk's office and copies will be sent to the other three Portland repositories.

A Guide to Holding Neighborhood Meetings

In order to improve communication between development applicants and neighbors, the City of Portland requires such applicants to hold a neighborhood meeting.

What type of development proposal requires a neighborhood meeting?

Neighborhood meetings, organized and hosted by the applicant, are required for the following development proposals:

- proposed zone changes, contract zones and zoning text amendments;
- subdivisions of five or more units or lots; and
- major site plan proposals.

Who must be invited to a neighborhood meeting?

Property owners within 500 feet of the proposed development (1000 feet for proposed industrial development), as well as those people on a list of interested citizens and neighborhood groups, must be invited to a neighborhood meeting.

Upon request, the Planning Division will provide to the applicant mailing labels for the neighborhood meeting invitation. We require at least 48 hours prior notice to generate the mailing labels. A charge of \$1.00 per sheet of labels will be payable upon receipt of the labels.

When and where must the neighborhood meeting be held?

The neighborhood meeting must be held after the first Planning Board workshop but not less than seven days prior to the Planning Board public hearing.

The meeting should be held in the evening, during the week, at a location in the neighborhood. Neighborhood schools are usually available for evening meetings.

When must invitations be sent out?

In order to provide sufficient notice to residents, invitations must be sent out no less than seven days prior to the neighborhood meeting.

What information should the invitation include?

A recommended invitation format is included in this packet of material.

Neighborhood Meeting Handouts

Included with this packet of material is a handout sheet from the Planning Division that must be handed out to meeting attendees. This handout explains the requirement for the meeting and additional information on the review process.

Sign-up Sheets and Meeting Minutes

At the meeting, the applicant must circulate a sign-up sheet for those in attendance. The applicant must also keep accurate minutes of the meeting.

After holding the neighborhood meeting, the applicant must submit the sign-up sheet and meeting minutes to the Planning Division. The meeting minutes and sign-up sheet will be attached to the Planning Board report. A public hearing will not be scheduled until the meeting minutes and sign-up sheet are submitted to the Planning Division.

Certification

Included with this packet is a Certification to be completed and signed by the applicant. The applicant is required to certify when the invitations were sent out.

Please call the Planning Division (874-8720) if you have any questions.

Attachments

- 1. Neighborhood Meeting Invitation Format
- 2. Handout to Attendees from the Planning Division
- 3. Neighborhood Meeting Certification

Neighborhood Meeting Invitation Format

Applicant/Consultant Letterhead

(Date)
Dear Neighbor:
Please join us for a neighborhood meeting to discuss our plans for a (development proposal) located at (location/street address).
Meeting Location: Meeting Date: Meeting Time:
If you have any questions, please call (telephone number of applicant or consultant).
Sincerely,
(Applicant)
Note: Under Section 14-32(C) of the City Code of Ordinances, an applicant for a major development, subdivision of over five lots/units, or zone change is required to hold a neighborhood meeting at least seven days prior to the Planning Board public hearing on

the proposal.



City of Portland, Maine Department of Planning and Development

Dear Neighbor:

Thank you for attending this evening's neighborhood meeting.

Applicants for major developments, zone changes, and subdivisions of more than five units/lots are required to hold a neighborhood meeting prior to the Planning Board's public hearing on the development proposal.

The purpose of these meetings is to improve communication between neighbors and applicants for development. We have found that neighbors raise questions and offer insight that often improve the design or compatibility of a proposed development.

The City code requires that property owners within 500 feet of the proposed development and residents on an "interested parties list" be invited to participate in a neighborhood meeting. A sign-in sheet will be circulated and minutes of the meeting will be taken. Both the sign-in sheet and minutes will be submitted to the Planning Board.

Should you wish to offer additional comments on this proposed development, you may send correspondence to:

Planning Division
Department of Planning and Development
City Hall
389 Congress Street
Portland, ME 04101;

Or email: sh@portlandmaine.gov;

Or call 874-8720.

Thank you for taking the time to attend tonight's meeting.

Sincerely,

Sarah Hopkins Development Review Services Manager

Neighborhood Meeting Certification

I, <u>(applicant/consultant)</u> hereby certify that a neighborhood meeting was held on <u>(date)</u> at <u>(location)</u> at <u>(time)</u>.

Lalso certify that on (date at least seven days prior to the neighborhood meeting), invitations were mailed to all addresses on the mailing list provided by the Planning Division, including property owners within 500 feet of the proposed development and the residents on the "interested parties" list

	1 10	date	
Signed,			

Attached to this certification are

- 1. Copy of the invitation sent
- 2. Sign-in sheet
- 3. Meeting minutes

Confidential 3/16/04



Foundation House

Portland Zoning - Change of Use - Minor Staff Review ~

Patrick Babcock
Executive Director
Foundation House
Ph: 207-767-1717 Fax: 207-767-5111
recovery@foundationhouse.net
www.foundationhouse.net

Foundation House

PO Box 6279-0079 Cape Elizabeth, Maine 04107 Ph: 207-767-1717 Fax: 207-767-5111

Project explanation

Foundation House provides affordable, short and long-term transitional sober living accommodations for men in recovery from chemical dependency. The founders have formed this company in order to provide residents with a highly-dignified living environment emphasizing low in-house drama.

In June of 2003, Foundation House opened the doors at our primary site. The property is located at 42 Mellen Street in the heart of downtown Portland. By August 1st, we had filled all available beds and have continued to successfully operate at maximum capacity virtually every month since. We currently have an average daily waiting list of 10 men who are seeking to reside in Foundation House.

Foundation House has already proven its strength in helping residents achieve an unparalleled success rate for continued sobriety. The house at 42 Mellen Street is currently operating at a 95% success rate for continued, monthly, individual sobriety. **The recovery rate under the Foundation House model is an industry leader**.

The mission statement of Foundation House remains - high dignity, low drama recovery.

By being involved in each step of the way as residents transition from an in-patient facility to independent, affordable living, we at Foundation House can insure that our residents are receiving the highest quality, affordable living available, in a sober and safe environment. This is accomplished by the highly structured climate established in each house. We manage the process rather than the individual. The process takes shape as each resident is provided with a 23-page 'resident handbook' detailing the comprehensive structure of the Foundation House sober living, recovery process.

It is important to note that Foundation House is <u>NOT</u> a program. The men who reside at a Foundation House property are similar to other individuals renting in any given neighborhood. What distinguishes them is their commitment and desire to lead an upstanding, sober life supported by clearly-defined guidelines and the support of other like-minded individuals in the house.

For a number of years, there has been alarmingly little opportunity for low-income and disadvantaged individuals to obtain affordable rental housing in the Greater Portland area. Foundation House helps address the affordable housing crisis that currently exists. At a time when these individuals are being turned away, Foundation House welcomes them home. Currently, the need for this resource in Greater Portland far outweighs the supply.

The lack of affordable housing is a problem for our entire community - Foundation House is part of the solution.

We provide the best environment for people in early recovery from substance abuse to learn how to live "Clean & Sober". Simply put, we already know what it takes to stay "Clean & Sober", and we have the resources – personnel and systems – to create continued success for all of our residents.

Owner, Patrick Babcock brings extensive, first-hand knowledge and experience to the field of addiction recovery and has been sober for 8 ½ years. Co-owner, Danika Babcock, has been in property management for over 2 ½ years and has developed a solid network of relationships with well-regarded service providers in the field of real estate property management in the Greater Portland Area. Their combined experience serves to complement the success of Foundation House.

The property at 42 Mellen Street is owned by Jill L. Babcock.

Patrick Babcock, her son, has Power of Attorney over all of Mrs. Babcock's real estate holdings.

PK Holdings Inc. [dba Foundation House] has an exclusive lease with Mrs. Babcock for the property located at 42 Mellen Street.

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that JILL BABCOCK, an individual, of Falmouth, Cumberland County, State of Maine, have made, constituted and appointed and by these presents do make, constitute and appoint PATRICK BABCOCK, an individual, of Cape Elizabeth, Cumberland County, State of Maine, to be my true, sufficient and lawful attorney, for me and in my name, and on my behalf to take all steps, pay all monies, open bank accounts, execute and deliver all notes, mortgages, security agreements, financing statements, contracts, deeds, and other documents reasonably required in connection with the acquisition, financing, management, development, leasing and operation of all real estate owned by me; and to enter into all contracts he deems appropriate in connection therewith, to ensure the acquisition, financing, management, development, leasing and operation with respect to said real estate and I hereby consent to any and all of the above action.

This Limited Power of Attorney shall not be affected by disability of the principal.

GIVING and HEREBY GRANTING unto **Patrick Babcock**, said attorney, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as I might or could do if I were personally present. I hereby ratify and confirm all that **Patrick Babcock**, said attorney, shall lawfully do or cause to be done by virtue of these presents.

The attached notices are incorporated in and made a part hereof.

IN WITNESS WHEREOF, the said JILL BABCOCK has hereunto set her hand and seal this 29 day of April, 2003.

WITNESS

STATE OF MAINE CUMBERLAND, SS.

April 29 2003

Personally appeared the above-named Jill Babcock, and acknowledged the foregoing

instrument to be her free act and deed, before me.

Notary Public

DREW A. ANDERSON A Notary Public, Maine My Commission Expires 2005

NOTICE TO PRINCIPAL

As the "Principal," you are using this Durable Power of Attorney to grant power to another person (called the "Agent" or "Attorney-in-Fact") to make decisions about your money, property or both and to use your money, property or both on your behalf. If this written Durable Power of Attorney does not limit the powers that you give your Agent, your Agent will have broad and sweeping powers to sell or otherwise dispose of your property and spend your money without advance notice to you or approval by you. Under this document, your Agent will continue to have these powers after you become incapacitated, and you may also choose to authorize your Agent to use these powers before you become incapacitated. The powers that you give your Agent are explained more fully in the Maine Revised Statutes, Title 18-A, sections 5-501 to 5-508 and in Maine case law. You have the right to revoke or take back this Durable Power of Attorney at any time as long as you are of sound mind. If there is anything about this Durable Power of Attorney that you do not understand, you should ask a lawyer to explain it to you.

NOTICE TO AGENT

As the "Agent" or "Attorney-in-Fact," you are given power under this Durable Power of Attorney to make decisions about the money, property or both belonging to the Principal and to spend the Principal's money, property or both on that person's behalf in accordance with the terms of this Durable Power of Attorney. This Durable Power of Attorney is valid only if the Principal is of sound mind when the Principal signs it. As the Agent, you are under a duty (called a "fiduciary duty") to observe the standards observed by a prudent person dealing with the property of another. The duty is explained more fully in the Maine Revised Statutes, Title 18-A, sections 5-501 to 5-508 and 7-302 and in Maine case law. As the Agent, you are not entitled to use the money or property for your own benefit or to make gifts to yourself or others unless the Durable Power of Attorney specifically gives you the authority to do so. As the Agent, your authority under this Durable Power of Attorney will end when the Principal dies and you will not have the authority to administer the estate unless you are authorized to do so in accordance with the Maine Probate Code. If you violate your fiduciary duty under this Durable Power of Attorney, you may be liable for damages and may be subject to criminal prosecution. If there is anything about this Durable Power of Attorney or your duties under it that you do not understand, you should ask a lawyer to explain it to you.

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LEASE OF RESIDENCE

AGREEMENT OF LEASE, dated as of May 1, 2003, by and between Jill Babcock, of Falmouth, Maine (hereinafter called "Landlord"), and PK Holdings, Inc., d/b/a Foundation House (hereinafter called "Tenant").

WITNESSETH THAT, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord a dwelling located at 42 Mellen Street, Portland, Maine (hereinafter called the "residence") for the term of one (1) year to commence on May 1, 2003, for a total rent reserved of Thirty-seven Thousand Five Hundred and 24/100 (\$37,500.24) dollars, which Tenant covenants and agrees to pay in equal monthly installments of Three Thousand One Hundred Twenty Five and 02/100 (\$3,125.02) dollars each, in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, except that Tenant shall pay the first monthly installment of rent on the execution hereof. This Lease shall automatically be extended for successive one (1) year terms on the terms and provisions hereof (except the rent amount, which may be adjusted from time to time upon agreement of Landlord and Tenant) unless either Landlord or Tenant shall terminate this Lease by written notice to be given at least forty-five (45) days prior to the end of the Lease term, as it may be extended.

The parties hereto further covenant and agree as follows:

- 1. OCCUPANCY. The residence shall be occupied only by Tenant and Tenant's guests and permitted subtenants, and Tenant agrees that the residence shall be used only as a residence and for no other purpose.
- 2. ASSIGNMENT, ETC. Tenant shall not assign, mortgage or encumber this lease or their rights hereunder, without the prior written consent of the Landlord in each instance.
- 3. ALTERATIONS. Tenant may make alterations, decorations, additions, affixations, or improvements in or to the residence, without Landlord's prior written consent, but with notice to Landlord. All materials installed in or affixed to the residence by either party including without limitation all paneling, decorations, partitions, wall-to-wall carpeting, other attached floor coverings, floors, storm windows, storm doors, screens, window shades, curtains, draperies, electrical, gas, oil or water appliances, shall become the sole property of Landlord, and shall remain in and be surrendered with the residence, as part thereof, at the end of the term hereof or any extension or renewal thereof.
- 4. DAMAGE. Tenant shall not commit or permit any strip or waste of the residence or any part thereof. Any damage to or destruction of the residence or any part thereof or to or of any personal property belonging to Landlord located in or about the

residence arising from the negligence or willful act or omission of Tenant, persons living with Tenant, or their employees, invitees or guests, shall be the responsibility of Tenant, who shall reimburse Landlord for all expenses in repairing or re-building the residence, or repairing such personal property.

- 5. REQUIREMENTS OF LAW: INSURANCE RATES. Tenant shall comply with all laws, orders, ordinances and regulations of Federal, State, County and Municipal authorities, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Landlord or Tenant with respect to the residence. Tenant shall do or keep nothing, nor allow anything to be done or kept, in the residence which would be denominated extra hazardous as to insurance by fire insurance companies or which would increase Landlord's fire insurance rates or which would cause any of Landlord's insurance to be adversely affected.
- 6. SUBORDINATION. This Lease is subject and subordinate to any mortgages which may now exist or hereafter be executed and delivered by Landlord covering the residence or any part thereof.
- 7. TAXES, UTILITIES, HEATING AND AIR CONDITIONING. Tenant shall pay when due all charges for personal property taxes, water, sewer, gas, electricity, heating oil, telephone service, and any other utilities which may be provided to the residence. Tenant agrees at its expense to keep all sidewalks, driveways, access areas, and parking areas free of ice and snow and mowed and well maintained.

Landlord shall not be responsible for any interruption in the heating or air conditioning of the residence arising from any cause whatever, except for the willful act of Landlord, and in no case shall Landlord be liable for any consequential damages arising from any such interruption.

8. LOSS, DAMAGE TO PERSONALTY OF TENANT; INSURANCE. Landlord shall not be liable for any loss of, damage to or destruction of property located in or about the residence occasioned by any cause whatsoever, including without limitation fire, explosion, riot, water or any theft by any person, whether or not an employee of Landlord. Furthermore, Tenant waives as against Landlord and covenants and agrees to hold Landlord harmless from all claims by Tenant or any person claiming by, through or under Tenant by way of subrogation or otherwise, arising from the destruction of, loss or damage to any personal property located in or about the residence belonging to Tenant or others, whether or not caused by a condition of the residence or negligence of the Landlord in respect thereof, to the extent that such destruction, loss or damage is covered by insurance carried by Tenant in order that no insurance carrier shall have a claim by way of subrogation against Landlord for such damage, destruction or loss.

Tenant agrees to take out and continuously maintain during the term of this Lease and any extension thereof a general liability insurance policy protecting Landlord against any and all claims that may be made against Landlord for damage to property or injury or death of persons by reasons of or in any arising on or out of or connected with the residence or Tenant's use or occupancy of the residence, in an amount not less than Five Hundred Thousand (\$500,000) Dollars for any one occurrence and One million (\$1,000,000) Dollars aggregate limit.

- 9. DAMAGE TO OR DESTRUCTION OF RESIDENCE. If during the original term of this Lease or any extension or renewal thereof the residence is so destroyed or damaged by fire or other unavoidable casualty not the fault of Tenant as to render the residence as a whole unfit for occupation, then the rent hereinbefore reserved, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated until the residence shall have been rebuilt and put in proper condition for occupancy by the Landlord; or this Lease shall, at the election of either the Landlord or the Tenant upon written notice thereof to be given within thirty (30) days after such damage or destruction, thereby be terminated and ended, without prejudice to any rights of Landlord for breach of contract, arrears of rent or otherwise.
- extension or renewal thereof, Tenant shall maintain the structural and exterior portions of the residence and repair any damage thereto not caused by the negligence or willful act or omission of the Landlord or its agents. During the term of this Lease or any extensions or renewals thereof, Tenant shall maintain the interior portions and appliances of and contained in the residence (including without limitation floors, walls, paint, wallpaper, ceilings, paneling, windows, storm doors, storm windows, screens, plumbing system, electrical system and appliances, furnace, oil tank, hot water tank, stoves, washing machine, dryer and refrigerator, if any) in as good a condition as they may now be or may hereafter be put into by the Landlord and shall repair any damage to the same occasioned by any cause (other than fire or inevitable accident not the fault of Tenant) and shall repair any damage done to any of the foregoing by Tenant, persons living at the residence, or Tenant's employees, invitees or guests.
- 11. SUBLETTING. Tenant may without Landlord's prior written consent sublet all or any portion of the Premises to one or more subtenants from time to time during the term of this Lease, on such terms and provisions as determined by Tenant.
- 12. DEFAULT. If (i) the residence shall be abandoned by Tenant, (ii) Tenant shall default in the payment of any rent when due, whether or not demanded, (iii) Tenant shall default in the observance and performance of any other covenant to be performed or observed by Tenant under this Lease for ten or more days after Landlord shall give Tenant notice of such default and a demand to cure the same, or (iv) there shall be filed by or against Tenant a petition under any Chapter of the Bankruptcy Act of the United

States or any other insolvency proceeding relating to the debts of Tenant shall be brought by or against Tenant, or Tenant shall make an assignment for the benefit of creditors, or shall be insolvent or unable to pay his debts as they mature; then and in any one or more of such events Landlord may, at Landlord's sole election, give Tenant written notice that this Lease has terminated, and the term hereof shall terminate upon the giving of such notice, and Tenant shall thereupon quit and surrender the residence to Landlord, and Landlord may, without further notice, re-enter the residence with or without legal process and dispossess Tenant and remove Tenant's effects. In case of termination of the term of this Lease for any such cause, Landlord shall be deemed to have waived no rights hereunder, and shall be entitled to recover damages as for breach of contract, which may include, without limitation, the amount of the total rent remaining due under this lease for the full term as if the same had not been terminated, less any proper credits, and Landlord's reasonable attorneys and paralegal fees and any other expenses of Landlord incurred in connection with the retaking of possession of the residence and the removal and storage of Tenant's effects and the recovery of damages. Any demand or notice to Tenant under this or any other section of this Lease shall be effective and delivered to Tenant if (i) left at the residence in a conspicuous place or affixed to the front door of the residence, whether or not any person is in the residence at the time of delivery or thereafter, or (ii) mailed to Tenant by ordinary mail, postage prepaid, addressed to Tenant at the residence or at an address designated by Tenant in writing to Landlord as the address to which all notices and demands hereunder shall be mailed.

- 13. END OF TERM. Upon the expiration or other termination of this Lease or any extension or renewal thereof, whether by reason of Tenant default or otherwise, Tenant shall quit and surrender the residence to Landlord, broom clean, in as good condition as they now are or may be put into be the Landlord or the Tenant ordinary wear excepted, and damage by fire or other inevitable accident not the fault of Tenant or persons living with Tenant or its employees, invitees or guests excepted. Tenant shall remove all personal property of Tenant as directed by Landlord.
- 14. HOLDOVER. If the residence is retained by Tenant beyond the term of this Lease or any extension or renewal thereof, and Landlord shall not within thirty (30) days before or after the expiration of such term demand possession of the said residence in writing, then this Lease shall continue in full force and effect and all the terms (including rental terms) shall apply, except the term of this Lease shall be for one month commencing on the day after the date of termination of the original term as so extended or renewed and the term of one month shall be automatically renewed for successive terms of one month thereafter until either party shall cancel this Lease and the one month term hereunder then in effect or to come into effect by giving to the other written notice of cancellation, such written notice and cancellation to be effective at the expiration of the one month term specified therein (irrespective of the date of delivery of such notice), whether the first one month term or any successive one month term.

- 15. RENEWALS AND EXTENSIONS. If the term of this Lease is renewed or extended by an instrument executed by Landlord and by Tenant, all of the terms, covenants, provisions and conditions of this Lease shall be in full force and effect during the extended or renewal term, except that the termination of the extended or renewal term shall be as specified in such instrument.
- 16. HEADINGS. The headings or captions in this document shall not be taken into account in construing the meaning of the provisions hereof.
- 17. NO WAIVER. The waiver of a breach of any term, condition or covenant contained in this Lease shall be effective only if in writing, and shall not be considered to be a waiver of any other term, condition or covenant, or of any subsequent breach of any nature.
- 18. GENERAL. This Lease shall inure to and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. This Lease is made in accordance with laws of the State of Maine.
- 19. NO REPRESENTATIONS. Except as otherwise provided by law as to the implied warranty of habitability, Landlord makes no representations as to the condition of the residence, or as to any of the contents thereof or personal property located therein, and the Tenant accepts the same in their present condition as is. Tenant acknowledges that the residence is equipped with smoke detectors and that the smoke detectors are operational on the date of this Agreement.
- 20. INDEMNIFICATION. Tenant covenants and agrees to save and hold Landlord harmless forever from and against all claims for damage to or loss of property, and all claims for injuries to or death of persons, in or about the residence caused by the negligence or willful act or omission of Tenant, or their employees, invitees or guests, and/or resulting from Tenant's failure to observe or comply with any of Tenant's obligations undertaken in this Lease.

IN WITNESS WHEREOF, the Landlord and Tenant have respectively caused this Lease to be duly executed and delivered in their respective names and behalf all on the day and year first above written.

LANDLORD:

Witness

Jill Babcock

TENANT:

PK HOLDINGS, INC.

Patrick Babcock, President

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Witness

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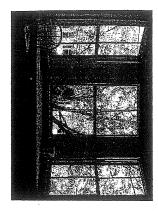
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"Clean & Sober". you to learn how to live there too. Let us provide understands, we've been Foundation House in early recovery. Life can be challenging best environment for

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For adult males and females



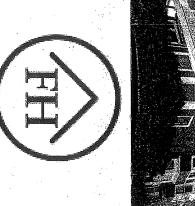
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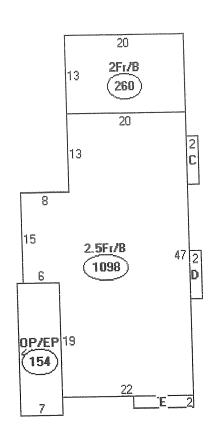
To contact Foundation House: Maine Alliance of Addiction & Recovery Registered member: where recovery begins Foundation House

Fax: 207-767-5511 1-888-606-AANA Phone: 207-767-1717 Cape Elizabeth, ME 04107

PO Box 6279-0079

WWW.foundationhouse.net Email: recovery@foundationhouse.net





Descriptor/Area

- A: 2.5Fr/B 1098 sqft
- B: 2Fr/B 260 sqft
- C:FBAY 16 sqft
- D:2FBAY/B 16 sqft
- E:2FBAY/B 20 sqft
- F: OP/EP 154 sqft

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Patrick Babcock

Executive Director

PO Box 6279-0079
Cape Elizabeth, ME 04107
Phone: 207-767-1717
Fax: 207-767-5111
recovery@foundationhouse.net
www.foundationhouse.net



Foundation House where recovery begins

Resident Handbook

Introduction

Alcohol and Drug Treatment Programs offer the best start for recovery, but what comes next? Foundation House provides a bridge between treatment and living life clean and sober.

Foundation House homes emphasize structure for you in early recovery. Traditions and standards help build self-confidence and place accountability on those things that will help you stay clean and sober.

When you first arrive at a Foundation House home, staff and residents will warmly welcome you. As a New Peer you will be assigned a 'buddy' to help you transition into clean and sober living and to find your way around. You will attend regular outside 12 step meetings, weekly inside house meetings, and work during the day.

Foundation House sleeping arrangements feature single and double occupancy rooms. In this family style living you will share common dining, family, and living rooms. As a resident you will cook for yourself and share in house chores.

Foundation House homes provide the support for each of its residents in their recovery from the disease of alcoholism and drug addictions. Foundation House maintains an alcohol and drug-free environment that is safe and secure.

The following guidelines and rules are designed to protect the Foundation House community and to enhance each resident's chance for ongoing recovery.

First Things First: Getting Settled

What to Bring:

- Sheets, bedding, and a mattress pad for a twin bed
- Pillow
- Bathing towels
- Clothes
- Toiletries
- Food

Personal Space: Each resident will have one set of dresser drawers and closet space for personal items. Plus, space in the refrigerator and cabinets for food.

Residents are assigned space when they move in and may only use their designated space, which allows space for the next person moving in.

IF YOU WISH TO BRING SOMETHING THAT IS NOT ON THE LIST, PLEASE CONTACT THE OFFICE.

Supplies and Utilities: Each Foundation House home has all of the supplies that you will need for everyday living, such as: plates, silverware, cooking utensils, coffee pot, and microwave. We also provide cleaning supplies and cover utility costs – *except* cable television and computers.

Resident Space/Rooms

Residents are responsible for their own space.

Rooms must be kept clean at all times.

- Beds must be made every morning by 10:00 AM
- Furniture must be dusted, trash cans emptied and room vacuumed on a regular basis (nothing may be stored on the floor under your bed)
- Furniture is not to be moved without prior approval from Foundation House staff.
- House property may not be stored in resident rooms
- Lights and all electrical equipment must be turned off when leaving the room or house
- Residents are also responsible for cleaning up after themselves in all areas of the house
- Residents must make sure that the front door is locked after leaving the house

Computer Policy

- One phone line dedicated per house (If you wish to have Internet access in your room, you must use a portable phone jack)
- Cost of new Internet line is to be paid for by the individual wishing to utilize the service (Foundation House is not responsible for installation or maintenance of designated computer line)
- Computers may be in rooms (no additional furniture is to be brought into the house without staff pre-approval)
- No computer games allowed from 9:00 AM to 5:00 PM, Monday thru Friday

Privileges and Restrictions

New Peer Stage: First 30 days. No overnights. 11:00 PM curfew Sunday – Thursday; and 12:00 AM curfew Friday and Saturday. You must attend all house meetings. You will be assigned a 'buddy' and be voted in after this period. Residents will be voted in based on their commitment to the house and their adherence to the Standards and House Traditions.

2nd Month Peer Stage: 31 - 60 days. Three overnights during non-house meeting nights. 11:30 PM curfew Sunday – Thursday; and 12:30 AM curfew Friday and Saturday. You must attend all house meetings. You are required to give a 24-hour notice of overnights to the House Manager. These must also be noted on the house calendar.

3rd Month Peer Stage: 61 - 90 days. Five overnights during non-house meeting nights. 11:30 PM curfew Sunday – Thursday; and 12:30 AM curfew Friday and Saturday. You must attend all house meetings. You are required to give a 24-hour notice of overnights to the House Manager. These must also be noted on the house calendar.

Senior Peer Stage: Residents may apply to House's Senior Peer Group and House Manager after 90 days. Residents will be voted in based upon their commitment to the house and their adherence to the Standards and Traditions. You are required to give a 24-hour notice of overnights and/or missed house meetings to the House Manager. These must also be noted on the house calendar. As a senior peer you will be expected to uphold the Senior Peer Traditions and you may:

- Miss up to 2 house meetings per month (including work)
- Have overnights any night of the week. No more than two in a row.
- 1:00 AM curfew Sunday Thursday; and 2:00 AM curfew Friday & Saturday
- Request vacation time (24-hour notice to House Manager)

Residents not voted in as Senior Peer will remain on 3rd month status until voted in. Residents may re-apply every two weeks.

Residents coming directly from Serenity House, Salvation Army, et al ...

~ "the six month rule" ~

For those residents who have come directly from Serenity House, The Salvation Army Rehabilitation Program, or any other documented long term rehabilitation facility, all of the above mentioned Privileges and Restrictions apply, that is, if you have not already accumulated 6 months of continuous sobriety.

However, if you have already amassed 180 days of sobriety while living at Serenity House, The Salvation Army Rehabilitation Program, or any other documented long term rehabilitation facility without interruption, you will be able to enter directly into the Senior Peer stage, barring any voting privileges for your first month while in Foundation House (see: <u>House Meeting Schedule</u>, P. 20.)

After your first month in Foundation House has passed (minimum of 7 months clean and sober), the Senior Peer group will then vote upon whether or not you can receive voting privileges during the Senior Peer Group meetings. These Senior Peer Group meetings are held every Sunday evening, helping to shape the nature and the progress of how the house is run.

If the Senior Peer Group has determined that you have not been following the Standards and Traditions of the house, you will remain as a Senior Peer without voting privileges.

After another month has passed, you will be able to reapply to the Senior Peer Group, in order to obtain Senior Peer voting privileges.

Drugs and Alcohol

No drugs or alcohol (or persons under the influence), are permitted on the premises. This includes over-the-counter medication and prescription medications not previously approved by Resident Coordinator, as well as mouthwash and cooking vanilla. If at any time, a resident is found with drugs/alcohol or paraphernalia, that resident will be evicted immediately.

All residents must submit to random drug and alcohol tests by urinalysis and breathalyzer, and if the situation dictates, a blood test. If there is evidence of tampering with any test, or if any resident refuses to participate in a test, that resident will be evicted from the house immediately.

Residents have no more than 3 hours to provide urine once asked to submit to a random drug test.

You are responsible for your test results. Any positive test results, no matter the reason, are considered to be proof of using an unauthorized substance. You will be evicted immediately. If you want a referral to a detoxification unit or other facility programs, you may contact your Resident Coordinator.

If you have any concerns or questions regarding medications, food or additional items that are not allowed on the premises of Foundation House, please see your House Manager. He/she will have an itemized list posted.

Personal Information Disclosure

Foundation House reserves the right to deny residency to applicants who have a prior history of sex offense, murder, or any variation of manslaughter.

This denial extends to any resident who falsifies information in their application and/or intake interview to Foundation House.

Any pre-meditated or known attempts to conceal falsified information – in regard to the aforementioned criminal behavior - while a resident at Foundation House, may result in immediate residency termination.

Rules of the House "The Standards"

These behaviors and actions will result in immediate lease termination

- Drinking alcohol, using drugs (not approved), and/or having either of these or paraphernalia in your possession (Prescription and over the counter drugs are treated as drugs by this policy).
- Possession of firearms, weapons of any kind, any explosive, or any other dangerous items or materials.
- Violence or threatening behavior.
- Destruction of property.
- Theft of property of the house or another resident (this includes borrowing without permission ie: food). Taking that which is not yours is stealing.
- Smoking or evidence of smoking in the house.
- Sexual activity or exclusive relationship with any person in Foundation House.
- Gambling.
- Blatant disregard.
- Awareness of other resident's violation of dismissible infraction without reporting it to staff immediately.
- Conducting your own or other business on Foundation House property.
- Any illegal activity on or around Foundation House. This includes having stolen property or harboring a fugitive.
- Parking on Foundation House property if you don't have current registration, license and insurance.
- Failure to pay Foundation House rent and fees.

See: Rules continued on next page ...

Rules: Continued from previous page ...

These behaviors and actions will result in a staff review of the resident's status and may result in an eviction:

Making false or misleading statements upon intake regarding medication, health, warrants, court dates, etc ...

The use of provocative, vulgar, foul, or abusive language and or any form of expression that is insulting to the physical, mental, or emotional condition of any person regarding race, ethnic group, gender, religion or sexual orientation.

 Exhibiting a consistent pattern of resistance and defiance (be positive with a willing attitude, and be open to suggestions).

 Disregard of the "Good Neighbor Policy" – After 10:00 PM the house should experience quiet time; guests need to be out of the house by no later than 11:00 PM; allow for common sense and compassion to dictate this policy.

ABSOLUTELY NO SCREAMING OR FOUL PLAY ON ANY OF THE OUTSIDE PORCHES – IN PARTICULAR, THE SECOND AND THIRD FLOOR ROOF/PORCH OF 42 MELLEN STREET.

* NO CLIMBING OVER THE PORCH RAILING ON THE THIRD FLOOR. THE FIRST TIME A RESIDENT IS CAUGHT DOING THIS, HE MAY BE ASKED TO LEAVE FOUNDATION HOUSE.

See: Rules continued on next page ...

Rules: Continued from previous page ...

These behaviors or actions will result in a resident receiving a peer review during the Sunday evening Senior Peer house meeting

~ the outcome of the review will help determine the progress of your residency ~

- Not attending 12 step meetings, at least one meeting a day until Senior Peer Status. Once a Senior Peer, you must attend a minimum of 3 meetings a week.
- Not getting a 12 Step sponsor within the first two weeks as a resident.
- Not obtaining employment, a volunteer job, IOP, or going to school within your <u>first month</u> of residency (min. of 20 hours per week).
- [Entire] House meetings are at 5:00 PM sharp, every Sunday evening. Residents are not to miss, nor are they to be late for these mandatory meetings. Senior Peers, without pre-approved notice, are not to miss, nor are they to be late, for these mandatory meetings.
- Being late for curfew.
- Permitting visitors in resident bedrooms without resident consent.
- Not participating in weekly house cleaning (every Mon. & Thurs.)
- Not having a clean room (including bed made by 10:00 AM).
- Television The TV is to be used responsibly. Irresponsible use may be defined as:
 - Lengthy daytime viewing
 - Monopolizing the common area
 - o General behavior detrimental to the well being of the house
- Excessive sleeping or napping in common areas.

House Rules

General guidelines ~ with respect to other residents.

Infractions of these rules will result in a warning. An excessive accumulation of such warnings will result in a peer review.

- Quiet time is 11:00 PM to 7:00 AM. Please be considerate of others. Excessive noise, slamming of doors, doing laundry, etc., is not acceptable during these times. If radios or TV's are played too loudly, they will not be permitted.
- The kitchen, laundry, halls, and stairway areas must be kept clean at all times. You must clean up after yourself, which includes: sweeping if necessary, wiping up counters after use, washing or rinsing your dishes, wiping up spills, etc. Please be courteous of others.
- Phone calls can be made and received on the house phone. The time limit on phone calls is 10 minutes. Incoming phone calls on the house phone should be only of the emergency nature after 11:00 PM. Please respect others.
- Knock before entering another bedroom. Do not enter another bedroom if no one is there.
- All residents are expected to maintain reasonable personal hygiene;
 taking showers, keeping clothes clean, etc.
- All residents are to notify Foundation House staff and House Manager of changes in medication – ie: new med prescribed, stopping a med, starting a med (this also includes any over the counter medication that is NOT APPROVED on list posted in house).
- All residents are to give their house manager a 24-hour notice for overnights and missed house meetings – and it must also be noted on the house calendar.
- The use of aerosol cans, candles, and incense, are not permitted anywhere inside or outside of the house.

"Peer Review" Policy

Failure to adhere to Foundation House's standards or house traditions may result in the resident receiving a "Senior Peer Review". A resident who receives excessive warnings during New Peer Status will be evicted. Residents who receive excessive warnings in a 30-day period at any other stage (Peer or Senior Peer), can be immediately returned to New Peer Status.

Blatant disregard for excessive warnings will lead to immediate eviction. Residents, for instance, may <u>not</u> choose to skip a house meeting and receive a warning.

All warnings will be posted on the board and reviewed during Sunday's house meeting.

Please Note: The House Manager is the only person authorized to add or remove a warning from the board! He is also the only person who is authorized to alter the house white boards in any way.

Eviction and Re-admit Policy

Eviction Policy:

Once a resident is evicted, they must leave Foundation House property immediately, with all of their belongings. That resident may not come back on any Foundation House property without permission from the Director or Resident Coordinator and without being accompanied by the Resident Coordinator, House Manager, or Senior Peer.

Re-admit Policy:

Re-admittance is determined on a case-by-case basis. If it is determined that a resident may be re-admitted, the following criteria <u>must</u> be met:

- \$200 re-admit fee (This does not include regular fees Resident must pay any incurred or owed fees before or at time of re-admittance).
- Seven complete days of complete abstinence.
- Daily contact with Foundation House staff.

ALL OF THE ABOVE MUST BE FOLLOWED FOR A RESIDENT TO BE CONSIDERED AND/OR RE-ADMITTED

Personal Property

Foundation House is <u>not</u> responsible for a resident's personal property, <u>at any time</u>.

When a resident leaves Foundation House on a permanent basis, they are responsible to take all of their belongings with them. Belongings left behind for more than **5 business days** after departure becomes the property of Foundation House.

Foundation House reserves the right to dispose of this property in any manner they deem necessary.

Foundation House Traditions

- Our primary focus is our own recovery and rebuilding our own lives. We will lead by example and not interfere with another's recovery.
- We will treat Foundation House as our own house respecting other residents and the welfare and cleanliness of the house.
- We will provide and accept constructive feedback when appropriate and in a loving manner.
- We pledge confidentiality to our house and all that we hear and see here.
- We continue to keep in mind the concept of "giving back" to our recovering community, embracing the AA Principle "You can't keep it (sobriety) unless you give it away".

Senior Peer Traditions

As a Senior Peer I will:

- Uphold house traditions, lead by example and be a positive influence on the recovery at Foundation House.
- Reach out and be available to New Peers.
- Practice spiritual honesty with myself and with Foundation House.

Foundation House - House Manager Traditions

- We will lead by example, work the steps, attend AA/NA meetings and follow Foundation House standards.
- We will uphold the standards with every resident and protect the safety and recovery in our house.
- We will facilitate house meetings and cleanliness of the house.
- We will refer all things, outside the standards, to staff remembering we are residents too.
- We will use this opportunity to further our growth and recovery and continue to practice spiritual principles in all house affairs.

Foundation House - House Managers

House Managers are residents who volunteer for additional responsibilities in the house, such as: coordinating and running Sunday evening house meetings, upholding standards and being a model of recovery.

Any Senior Peer can become a House Manager if they, first and foremost, lead by example by working with New Peers, attending 12-step meetings, working with their sponsor, etc.

Also, they need to participate and be a positive influence in the house and follow and uphold all the standards and house traditions.

If you are interested in becoming a House Manager, contact your Resident Coordinator for more information.

House Meeting Schedule

Sunday evenings

Entire House 5:00 - 6:30 PM

"I am a resident of this house and part of a community. I will lead by example and not place myself above any one at any time".

5:00 - 6:30 PM

House Business

- Welcome new residents
- Chores are they being done?
- State of the rooms
- Review "Warnings" (reason for warnings)
- Meet with residents who received warnings determine result of issue at hand
- House Manager reviews house issues [without discussion/interruption]
- Brief Senior Peer discussion

Check-In

- Pass around <u>Peer Check-in</u> sheet everyone read from it
- Overnights / Weekend plans
- Each floor hands in their household items list to the house manager
- New chore list posted
- Brief Peer discussion

First Sunday of the month - Daily Reflections

- Regarding something pertinent to the day and to your recovery
- Second & Fourth Sunday's of the month Share & Appreciations

 15 minute share by a resident followed by any appreciations

Third & Fifth Sunday of the month - Topic Night

- Residents will discuss a topic to be chosen this night

Foundation House Office

Foundation House hours are 8:00 AM to 5:00 PM, Monday – Friday

All non urgent matters / issues need to be addressed between these times. (Staff is available for emergencies – 24 hours a day)

Request for 'proof of residency' letter:

- At least 72 hours advance notice

- Provide all information pertaining to addressee i.e.: probation officer, court, lawyer, etc.

Foundation House

PO Box 6279-0079 Cape Elizabeth, ME 04107

Phone: [207] 767-1717

Toll Free: 1-888-606-2262

House Manager's Pager: 741-1676

Fax: [207] 767-5111

Email: recovery@foundationhouse.net www.foundationhouse.net

Patrick Babcock - Executive Director

<u>Notes</u>

Phone numbers:	•
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