

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

Location of Construction: * 904 Washington Ave.		Owner: Empire Development L.L.C.		Phone: 934-7622	Permit No: 9 81280
Owner Address: P.O. Box W, OOB NE 04064		Lessee/Buyer's Name: Woodford Family Services		Phone:	BusinessName:
Contractor Name:		Address:		Phone:	
Past Use: 1 fam.		Proposed Use: Single with handicapped Family Unit		COST OF WORK: \$	PERMIT FEE: \$ 25.00
Proposed Project Description: C of U from 1 fam. to handicapped residential R.F.U.		FIRE DEPT. <input type="checkbox"/> Approved <input type="checkbox"/> Denied		INSPECTION: Use Group: 43 Type: 5B BOCA 90	
		Signature:		Signature: <i>Huffman</i>	
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		Signature: _____ Date: _____	
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 maj <input type="checkbox"/> minor <input type="checkbox"/> mm <input type="checkbox"/>		Zone: _____ CBL: 170-B-005	
Permit Taken By: SP		Date Applied For: Oct 28, 1998			

1. This permit application does not preclude the Applicant(s) from meeting applicable State and Federal rules.
2. Building permits do not include plumbing, septic or electrical work.
3. 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..

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 is 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

10-28-98

SIGNATURE OF APPLICANT	ADDRESS:	DATE:	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

PERMIT ISSUED
NOV 9 1998
CITY OF PORTLAND

Zoning Appeal
 Variance
 Miscellaneous
 Conditional Use
 Interpretation
 Approved
 Denied

Historic Preservation
 Not in District or Landmark
 Does Not Require Review
 Requires Review

Action:
 Approved
 Approved with Conditions
 Denied
Date: _____

CEO DISTRICT 2

COMMENTS

3/25/02 Permit UOTD
See New Cd U
permit # 02-0146

JB

170-B-5

	Type	Inspection Record	Date
Foundation:	_____	_____	_____
Framing:	_____	_____	_____
Plumbing:	_____	_____	_____
Final:	_____	_____	_____
Other:	_____	_____	_____

THIS IS NOT A PERMIT/CONSTRUCTION CANNOT COMMENCE UNTIL THE PERMIT IS ISSUED

**Building or Use Permit Pre-Application
Additions/Alterations/Accessory Structures
To Detached Single Family Dwelling**

In the interest of processing your application in the quickest possible manner, please complete the Information below for a Building or Use Permit.

NOTEIf you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.**

Location/Address:	904 Washington Avenue, Portland, ME 04103
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Tax Assessor's Chart, Block & Lot Number Chart# 170 Block# B Lot# 005	Owner: Empire Development L.L.C.	Telephone#: (207) 934-7622
Owner's Address: PO Box W, OOB, ME 04064	Lessee/Property Name (if applicable) WOODFORDS FAMILY SERVICES	Cost Of Work: Fee \$ -0- \$ 25.00
Proposed Project Description: (Please be as specific as possible) <i>from 1-2 family to Handicapped Residential</i> <i>Change of use H.F.U.</i> <i>C/U</i>		
Contractor's Name, Address & Telephone N/A		Rec'd By: <i>SP</i>

Separate permits are required for Internal & External Plumbing, HVAC and Electrical installation.

- All construction must be conducted in compliance with the 1996 B.O.C.A. Building Code as amended by Section 6-Art II.
- All plumbing must be conducted in compliance with the State of Maine Plumbing Code.
- All Electrical Installation must comply with the 1996 National Electrical Code as amended by Section 6-Art III.
- HVAC (Heating, Ventilation and Air Conditioning) installation must comply with the 1993 BOCA Mechanical Code.

You must Include the following with you application:

- 1) A Copy of Your Deed or Purchase and Sale Agreement
- 2) A Copy of your Construction Contract, if available
- 3) A Plot Plan (Sample Attached)

If there is expansion to the structure, a complete plot plan (Site Plan) must include:

- The shape and dimension of the lot, all existing buildings (if any), the proposed structure and the distance from the actual property lines. Structures include decks porches, a bow windows cantilever sections and roof overhangs, as well as sheds, pools, garages and any other accessory structures.
- Scale and required zoning district setbacks

4) Building Plans (Sample Attached)

A complete set of construction drawings showing all of the following elements of construction:

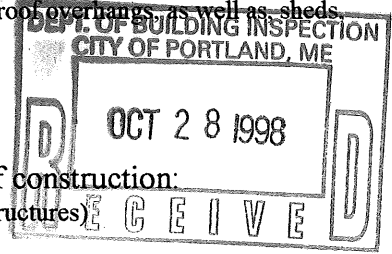
- Cross Sections w/Framing details (including porches, decks w/ railings, and accessory structures)
- Floor Plans & Elevations
- Window and door schedules
- Foundation plans with required drainage and dampproofing
- Electrical and plumbing layout. Mechanical drawings for any specialized equipment such as furnaces, chimneys, gas equipment, HVAC equipment (air handling) or other types of work that may require special review must be included.

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/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: <i>[Signature]</i>	Date: <i>10/28/98</i>
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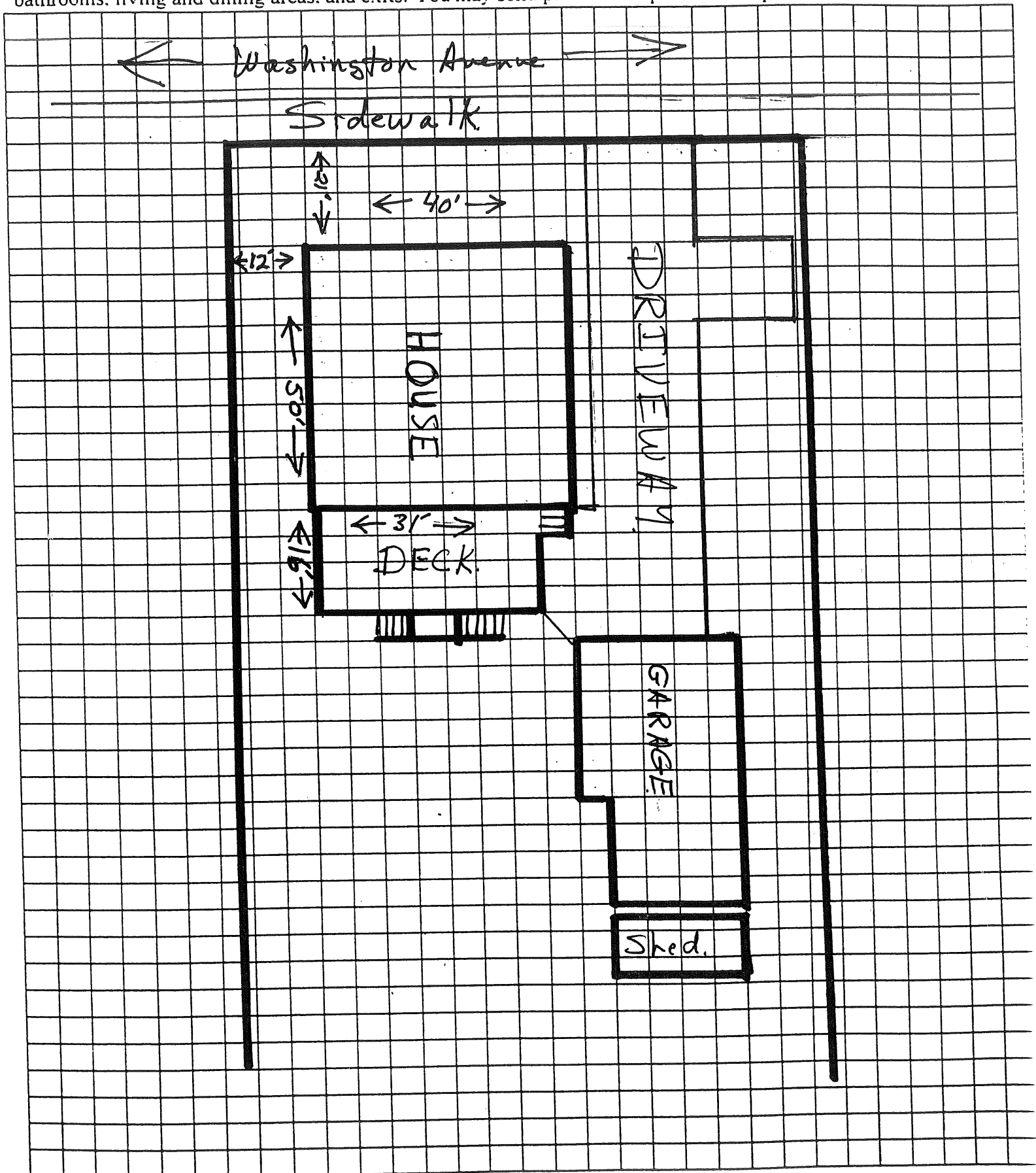
Building Permit Fee: \$25.00 for the 1st \$1000.cost plus \$5.00 per \$1,000.00 construction cost thereafter.



Plot Plan

904 Washington Av.

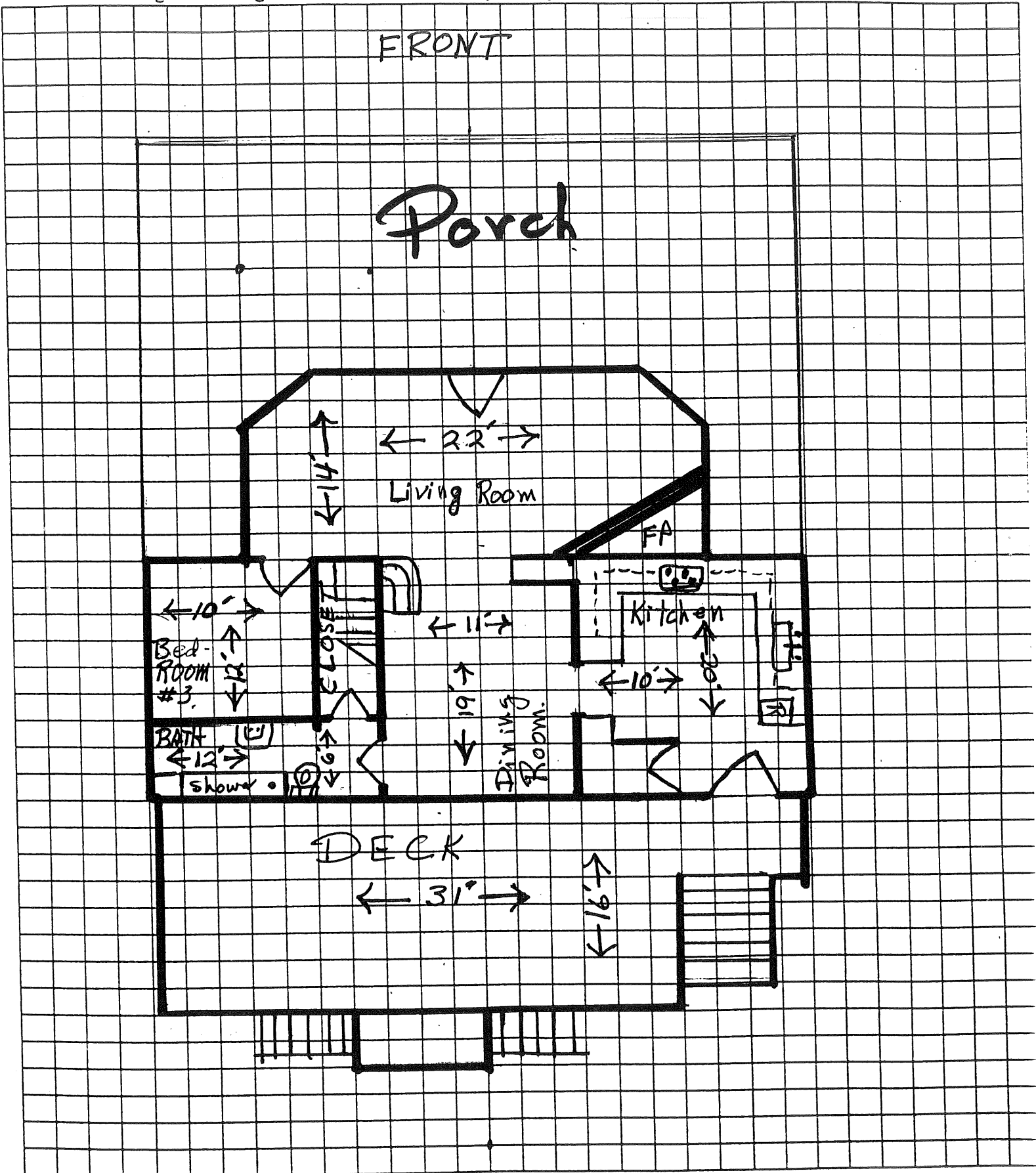
Directions: Sketch the floor plan of the facility, noting location, size and number of resident bedrooms. Also note other areas designated for resident use, rooms to be occupied by family members or others who are not residents, bathrooms, living and dining areas, and exits. You may send printed floorplans or blueprints in lieu of this sketch.



FLOORPLANS

1st. Floor

Directions: Sketch the floor plan of the facility, noting location, size and number of resident bedrooms. Also note other areas designated for resident use, rooms to be occupied by family members or others who are not residents, bathrooms, living and dining areas, and exits. You may send printed floorplans or blueprints in lieu of this sketch.

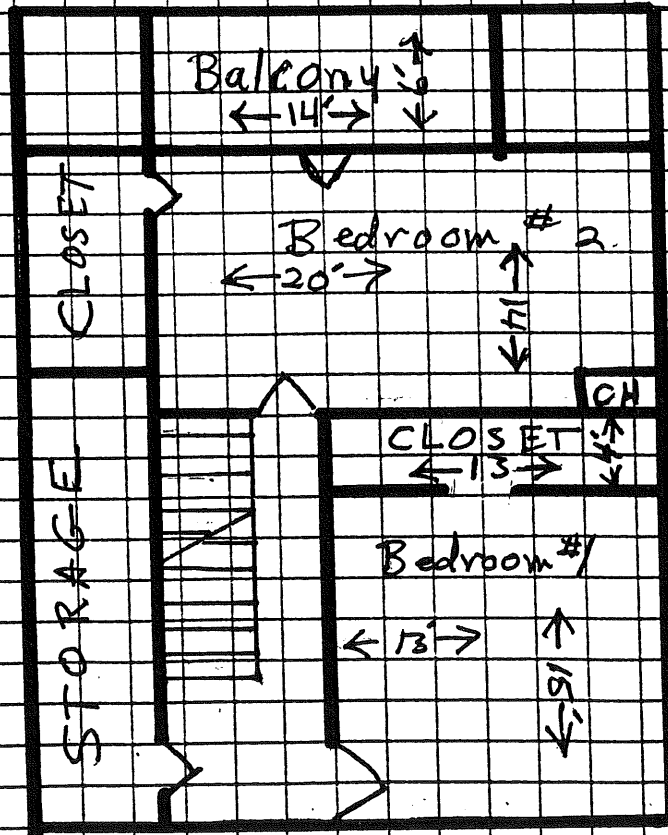


FLOORPLANS

2nd Floor

Directions: Sketch the floor plan of the facility, noting location, size and number of resident bedrooms. Also note other areas designated for resident use, rooms to be occupied by family members or others who are not residents, bathrooms, living and dining areas, and exits. You may send printed floorplans or blueprints in lieu of this sketch.

FRONT



RESIDENTIAL LEASE

THIS LEASE made and executed this 22nd day of October, 1998, by and between Empire Development L.L.C. of Old Orchard Beach County of York, and State of Maine, hereinafter called "Lessor", and Woodfords Family Services, hereinafter called "Lessee" (if Lessee is more than one person, they shall be jointly and severally liable hereunder and shall be collectively referred to herein as "Lessee").

W I T N E S S E T H

1. DESCRIPTION OF THE PREMISES: The Lessor does hereby lease and demise to Lessee the premises known locally as 904 Washington Ave., Portland, ME 04103. (sometimes referred to herein as the "premises", or the "demised premises").

2. TERM: The rental term commences October 16, 1998, and ends on 12:00 midnight October 31, 1999. Lessor may, however, upon at least thirty (30) days prior notice to Lessee, terminate this Lease in connection with a sale of the property of which the premises are a part.

3. RENT: The Lessee promises to pay to the Lessor a total rent of \$12,500.00, payable in installments of \$1000.00 for each month during the rental term. Rent payable at the time of the making of this Lease shall be \$500.00 and shall be for the time period: 10/16/98 to 10/31/98. Each subsequent monthly payment in the amount of \$1000.00 is due on the 15th day of each month, being payment IN ADVANCE for the immediately following month, and such payment must be received by Lessor at 198 Saco Ave, Old Orchard Beach ME 04064 on or before such date. A late fee equal to 4% of the monthly rent will be charged for any rental payment not received within 15 days of the due date; any other amount that Lessee owes hereunder and does not pay when due shall be subject to a late charge equal to One and One-half Percent (1.5%) per month. Lessee will also be subject to a \$20.00 charge for any check given in payment of the rent, or other amounts due, that is refused by the bank.

4. SECURITY DEPOSIT: The sum of one thousand-no/100 dollars (\$1000.00) is hereby paid by the Lessee as security, and not as a rental payment, final or otherwise, for the full and faithful performance of all terms and conditions of this Lease and of any rules or regulations relating to the premises, by Lessee and any guests of the Lessee. At the termination of the tenancy hereunder, or upon any breach or default hereunder prior to such termination, Lessor may apply such sum or any part thereof to any costs, damages, losses, or injuries caused Lessor by any breach or default of the terms hereof and without in any manner waiving or limiting Lessor's rights to further hold Lessee liable for costs, damages, losses or injuries due. The security deposit or any portion thereof not so used shall be returned to the Lessee within thirty (30) days in accordance with applicable law. Should the leased premises be leased to others, Lessor does not waive any rights to costs, damages, loss or injuries caused by Lessee's breach or default, including early termination. The security deposit shall be held by Lessor, in a separate account at Saco & Biddeford Savings Inst.

5. ASSIGNMENT; SUBORDINATION: Lessee shall not assign this Lease, or any interest in it, or sublet the premises or any part thereof during the term of this Lease. Lessor may assign this Lease, and any interest in it, at any time and from time to time. This

substance.

(g) Lessee shall install draperies, curtains, or venetian blinds on all windows or the demised premises, and shall maintain such items thereon at all times.

(h) Lessee shall not use any clothes line, clothes rack or other device anywhere on the demised premises except in such area as may be specifically designated for such use by the Lessor.

(i) Lessee shall not do or permit any unlawful act in or upon the demised premises.

(j) It is the responsibility of the Lessee to maintain appropriate insurance coverage for his/her/their personal property. Lessor shall not be responsible for damage to Lessee's personal property due to circumstances such as, but not limited to, fire and/or smoke damage, broken pipes, and Acts of God. Further, Lessor shall not be responsible for any food spoilage due to loss of power to, or malfunction of the refrigerator.

(k) Lessee shall not maintain any waterbeds or other similar furnishings that contain water or other fluids in the demised premises without first obtaining Lessor's written consent and providing Lessor with satisfactory evidence of insurance coverage for any damages caused by such furnishings, including damages caused by such furnishings, including damages caused by any leak or rupture, provided, however, that responsibility for such damages.

(l) Lessee shall not move any furniture or other large items or any significant quantity of items into or out of the demised premises except between the hours of 8:00 a.m. and 8:00 p.m.; shall perform any such moving in such a way as to avoid any damage to the hallways or building passageways or the demised premises and any other property, and so as to minimize any noise and any disruption of Lessor's and/or any other occupants, access to and from the other dwellings and the public areas, including entrances and exits; and shall remove and properly dispose of any and all packing materials, including boxes.

7. RULES AND REGULATIONS: Lessee's right to use and occupy the premises shall be subject to and subordinate in all respects to the provisions of the rules and regulations as the Lessor may from time to time promulgate. The failure of Lessee or any guest of Lessee to comply with such provisions, rules and regulations, shall constitute a material breach of this Lease entitling Lessor to terminate this Lease, and Lessee shall indemnify and hold Lessor harmless from and against any damages, direct or indirect, incurred by Lessor as a result of any such noncompliance by Lessee or its guests.

8. RESERVED RIGHTS: Lessor reserves the following rights, to wit: To enter the premises, or any part thereof, upon reasonable notice and at all reasonable hours for inspection, repairs, alterations, or additions; to exhibit the premises to prospective tenants, purchasers or others; to display without molestation by the Lessee "For Rent" and similar signs; to enter the premises for any purpose whatsoever related to the safety, protection, preservation, or improvement of the premises or the building; and to retain and use passkeys to the premises. The interference with or the disturbance of the Lessee's peaceable use and possession of the premises resulting from the exercise of these reserved rights shall never render Lessor liable in any manner to Lessee or to any other person.

Lease and Lessee's interest in the demised premises shall be subject and subordinate in all respects to any mortgage or collateral assignment by Lessor of the demised premises.

6. RULES AND REGULATIONS:

(a) Lessee shall continuously maintain at his or her own expense, the demised premises during the term of this Lease in as GOOD and CLEAN and SATISFACTORY condition as when Lessee took possession or as it may be put by the Lessor. Furthermore, at the expiration or termination of this Lease or any renewal thereof, the premises shall be delivered to the Lessor in said good and clean and satisfactory condition and upon default of this condition, the Lessor may as the Lessee's agent, restore said premises to such condition and obligate the Lessee for the costs and expenses connected therewith, normal wear and tear and Acts of God excepted. This shall include the costs of cleaning appliances, bathrooms, and any other part of the premises. Prior to, or immediately upon, taking possession of the demised premises, Lessee shall identify in writing to Lessor, with express reference to this Section 7 (a), any aspect of the demised premises that is not in good, clean or satisfactory condition. Lessee's failure to identify any such condition shall constitute Lessee's confirmation that the demised premises were, at the beginning of the term, in good, clean and satisfactory condition.

(b) Lessee shall place all garbage and trash in the proper receptacle designated for refuse collection, and shall not place garbage or trash elsewhere on any common element. If recycling of certain materials is required or provided for, Lessee shall comply with such requirements and use the provided facilities. Lessee shall not store gasoline or other explosive, hazardous or inflammable material in the demised premises, or in any utility or storage are. Lessee shall not commit waste in or around the demised premises or public area.

(c) Lessee shall not conduct or permit any offensive activity to be carried on in premises, nor do anything therein which may be or become an annoyance of nuisance to the other occupants. Lessee shall keep the volume of any radio, television, or musical instrument in the demised premises sufficiently reduced at all times so as not to disturb other residents. Lessee shall not play or lounge, except in designated area. Lessee shall not leave any baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property unattended in public areas of the buildings or passageways, parking area, sidewalks, or lawns.

(d) Lessee shall use the water closets and other apparatus only for the individual residential purposes for which they were designed, and shall not throw, or otherwise dispose of, any sweeping, matches, rags, ashes or other improper articles therein. The cost of repairing any damage resulting from misuse of any such apparatus shall be borne by the Lessee causing the damage.

(e) Lessee shall not conduct, or permit any one else to conduct, any industry, business, trade, occupation, or profession of any kind, whether commercial, religious, educational, or otherwise, whether designed for profit, altruism, exploitation or otherwise, on or from any part of the premises; nor shall Lessee maintain or permit any signs or other window displays or advertising on any part of the demised premises.

(f) Lessee shall keep the demised premises in a good state of preservation, repair, and cleanliness, and shall not sweep or throw, or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other

9. LIABILITY OF LESSOR: Lessor shall not be liable for any injury damage, or loss sustained by Lessee, or any person claiming by or through Lessee, as a result of any accident or occurrence in or upon the premises, except in the case of Lessor's or Lessors' agent's negligence or willful misconduct.

10. PET POLICY: No animals (including reptiles) of any kind shall be raised, bred or kept in the demised or any public area. If it is discovered that Lessee has a pet on the premises, he/she will be required to reimburse Lessor for the cost of steam cleaning the carpets. Further, Lessee will be required to remove the pet immediately, or Lessor will commence eviction proceedings.

11. RIGHTS OF LESSOR UPON DEFAULT: Upon failure to pay any installment of rent or any part thereof when due, or if Lessee or his or her guest or invitee shall violate any other term, condition, covenant, rule or regulation of this Lease, or if Lessor shall at any time deem the tenancy of Lessee undesirable by reason of objectionable or improper conduct on the part of Lessee, his or her guests or invitees, or annoyance caused to other occupants that result in complaints to Lessor by the managing agent, other occupants, or any governmental authority, or if Lessee shall fail promptly to take possession of or shall abandon the premises, Lessor shall have the right to re-enter and repossess the premises, to remove all persons therefrom and to remove all property therefrom (subject to applicable law), and in such event this Lease and all rights of the Lessee as tenant shall terminate, but the Lessee shall remain liable for the rent herein specified as being due during the remaining term of this Lease as if this Lease had not terminated prior to the original expiration date set forth in Section 2 hereof, plus Lessor's costs of repossessing the premises, and any other costs provided in the Lease. If Lessee shall fail to vacate the premises upon the termination of this Lease, including by Lessee's failure to remove Lessee's personal property, Lessor may declare Lessee to be a holdover tenant pursuant to Section 16 hereof or, at Lessor's election, may evict Lessee and pursue Lessee for Lessor's damages resulting from Lessee's failure to so vacate.

Lessee hereby waives, to the extent allowed by law, notice of any failure or default and of any demand by Lessor for possession of the premises. In the event Lessor shall repossess the premises, Lessor shall not be required to accept an otherwise unacceptable tenant for the premises offered by the Lessee. The failure on the part of the Lessor to re-enter or repossess the premises, or to exercise any of its rights hereunder upon default, shall not preclude the Lessor from the exercise of any rights during the continuance of such default or upon any subsequent default. Acceptance of past due rent will in no way act as a waiver of Lessor's right to terminate the Lease for nonpayment of rent when due, and no notice or demand shall be required for the enforcement thereof. Lessor agrees that any rent or damages due from Lessee hereunder shall be reduced by the net rent obtainable by Lessor's reasonable efforts to re-rent the premises.

If Lessor or his or her guests or invitees shall violate or breach any term or condition of this Lease, then Lessee shall pay all costs and expenses incurred by Lessor in connection with its exercising any rights or remedies it may have under this Lease, because of such violation or breach, including without limitation, loss of rent and costs of reletting the premises.

The parties hereto further agree that if a contested hearing is brought to enforce this Lease in a case of wanton disregard of the terms of this Lease, then the prevailing party shall be reimbursed by the losing party for the prevailing party's

attorney's fees, in addition to any other rights or remedies such prevailing party may have, pursuant to the terms of this Lease or otherwise.

12. SMOKING POLICY: Tobacco smoking in the premises is allowed, but Lessee specifically agrees, without limiting the provisions of Section 7 (a) above, that in the event damage from smoking materials, such as cigarette burns or discoloration, is caused to floor coverings or other areas on the premises by the Lessee or his or her guests or invitees, Lessee shall be responsible for the cost of replacing the floor covering or other area where the damage occurs, with materials of comparable quality.

13. ALTERATION POLICY; LOCKS: Lessee shall not make any additions, alteration, or improvement in the premises without the prior written consent of the Lessor. Without limiting the foregoing, Lessee shall not change the locks or add any additional locks to any of the doors, windows, cabinets or other parts of the demised premises without Lessor's prior written consent. Without limiting the provisions of Section 7 (a) above, Lessee shall, before the termination of this Lease, remove any such additional locks and restore any parts of the demised premises that were affected by the addition of such locks and restore any locks that Lessee changed. At the termination of this Lease, Lessee shall return to Lessor all copies of all keys relating to the demised premises (including any keys for the external doors, for storage areas and for mailboxes). Lessee agrees that, if Lessee fails to return the keys, Lessor shall have the right to charge lessee for the cost of replacing such keys and/or changing the locks, and that Lessor may change the locks upon the termination of the lease whether or not Lessee returns the keys. Lessee further agrees that Lessor, in its option may elect to treat Lessee's failure to so return the keys to the premises as an assertion by Lessee of the right and intent to remain in the premises as a holdover tenant, provided, however, that Lessor shall not have such option if, prior to Lessor's election, Lessee shall expressly state to Lessor in writing that Less has lost the keys, that Lessee agrees to pay for the costs of changing the locks and that Lessee has vacated and surrendered the demised premises to Lessor and has no intent to remain as a holdover tenant.

14. PARKING: Lessee shall observe and abide by all parking and traffic regulations as posted by the Lessor or promulgated by municipal authorities. Lessor may change such posted regulations from time to time. Vehicles parked in violation of any such regulations may be towed away at the Lessee's sole risk and expense. Lessee shall not use the parking areas for any purpose other than parking automobiles.

Lessee shall not park any buses, trucks, trailers, boats, recreational or commercial vehicles in the parking areas. All vehicles that Lessee parks in the parking areas must have current license plates and be in operating condition.

15. RENEWAL: In the event that Lessee wishes to vacate the premises upon the expiration of Lease herein, Lessee shall give Lessor a written thirty (30) day notice prior to the expiration of said Lease. Such notice shall be given on or before the rent due date. If Lessee wishes to remain as tenant, Lessee shall negotiate and sign a renewal lease within thirty (30) days prior to the expiration of this Lease. If no new lease is executed, the monthly rent shall be increased by \$150 per month over the stated Lease amount. In any event, except if a new lease is signed, Lessee shall be required, as a holdover tenant, to comply with all terms and conditions of this Lease.

16. The covenants and agreements contained herein shall bind, and the benefits and advantages hereof shall inure to the respective successors and assigns of the Lessor and Lessee. Wherever used, the singular number shall include the plural, the plural

the singular, and the use of any gender shall be applicable to all genders.

17. If any obligation or portion of this Lease is determined to be invalid or unenforceable under law, it shall not affect the validity or enforcement of the remaining obligation or portions hereof.

18. This Lease may not be altered or amended except by an agreement in writing signed by both Lessor and Lessee.

19. No delay by Lessor in the exercise of any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver or preclude the exercise thereof during the continuance of any default hereunder.

20. The rental application attached hereto and any other statement by the Lessee in considered a material inducement to execute this Lease. The Lessee warrants and represents that the rental application and other statements are true and correct. Any misstatement or misrepresentation by the Lessee shall allow the Lessor, at the option of the Lessor, to terminate this Lease. Lessee shall indemnify and hold the Lessor harmless in connection with any claim whatsoever arising out of the misstatements of the Lessee.

21. OCCUPANCY: The premises shall be used for residential purposes only. No Lessee shall do, or suffer, or permit anything to be done in or on the premises or bring anything therein which will, in any manner, increase the rate of fire or other casualty insurance on the building in which the premises is located, or invalidate any coverage thereunder, and no Lessee shall do, or suffer, or permit anything to be done that shall conflict with the laws, regulations, rules and ordinances of the Town/City of Portland, the State of Maine, or the Federal Government, or any Agency thereof. Lessee is strongly urged to consider the advisability of obtaining and maintaining insurance for Lessee's personal property, commonly known as contents insurance. Lessee shall cause his or her guest and invitees to comply with the terms of this Lease.

Lessee covenants and agrees that only the persons named below will occupy the premises.

Clients of Woodford's Family Services

Name-Lessee	Age	Present	Address	Driver's Lic. #
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Name-Lessee	Age	Present	Address	Driver's Lic. #
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Name-Lessee	Age	Present	Address	Driver's Lic. #
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Any additional permanent occupants must be approved in advance by the Lessor.

22. PERSONAL PROPERTY OF LESSOR: The following appliances are included with this tenancy and are the property of the Lessor:

Refrigerator	<input checked="" type="checkbox"/>	
Range	<input checked="" type="checkbox"/>	
Range Hood	<input checked="" type="checkbox"/>	
Dishwasher	<input checked="" type="checkbox"/>	<i>R.P.P.</i>
Microwave	<input type="checkbox"/>	
Disposal	<input checked="" type="checkbox"/>	
Washing Machine	<input checked="" type="checkbox"/>	<i>R.P.P.</i>
Clothes Dryer	<input checked="" type="checkbox"/>	<i>R.P.P.</i>

List other furnishings included with this tenancy which are to remain the property of the Lessor:

NONE

Any damage to the personal property of Lessor shall be charged to the Lessee.

23. UTILITIES AND MAINTENANCE: Lessee shall be responsible for obtaining and paying for utility services for the demised premises, including:

Telephone	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Cable	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Electricity	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Gas	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Oil	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Hot Water	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Cold Water	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Sewer	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>


It is the responsibility of the Lessee to change the utilities into his/her own name. To avoid interruption of utility service, Lessee must contact the utility companies in advance of the Lease commencement date. Failure to do so on the part of the Lessee may result in disconnection of the utilities. Costs for reconnection of the utilities will be the responsibility of the Lessee.

24. OTHER CONDITIONS: As Lessor requires electricity from demised premises for construction project next door, Lessor will keep electricity in his name and invoice Lessee on a monthly basis commensurate with past tenant usage. Upon completion of said construction project, Lessee to change electricity into his/her name.

IN WITNESS WHEREOF, we, the undersigned, agree to all the conditions stated above.

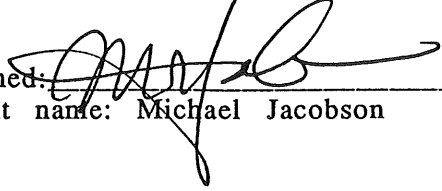
WITNESS:

LESSEE: Woodfords Family Services

Signed: 
Print name: Richard R. Farnsworth,

It's Executive Director duly authorized

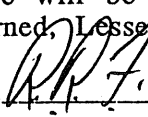
LESSOR: Empire Development L.L.C.

Signed: 
Print name: Michael Jacobson

KEYS: Lessee acknowledges that he/she has been given the following number of keys by Lessor:

Front door 1 Back door 1 Mailbox _____
Garage _____ Storage area _____ Other _____

Lessee agrees that all keys issued and any and all copies made will be returned to Lessor. There will be a charge of Ten Dollars (\$10.00) per key not returned. If no keys are returned, Lessee shall be charged for the cost of new locks to be installed.

Lessee initial 

Residential Lease (apts); (MAC)

Post-It® Fax Note	7671	Date	11/2/98	# of pages	1
To	Marge Schumuckal	From	Dick Farnsworth		
Co./Dept	City of Portland	Co.	Woodfords Fam. Serv.		
Phone #	874-8700	Phone #	878-9663		
Fax #	874-8716	Fax #	878-2239		

November 2, 1998

**Woodfords
FAMILY SERVICES**

(207) 878 9663
(800) 439 0314
(fax) 878 2259

PO Box 1768
Portland ME
04104-1768

A non-profit
corporation
providing services
to Maine families
and individuals with
developmental
disabilities

Ms. Marge Schumuckal
Zoning Administration
389 Congress Street
Portland, ME 04101

Re: 904 Washington Avenue – Usage Change

Dear Marge:

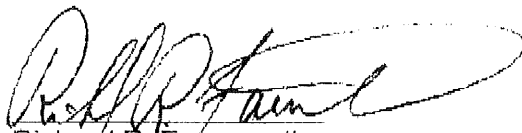
I received the fax regarding the questions you had about the category of usage of the above identified property.

Given the definition you gave in the letter, the usage would be identified as a handicapped family unit. We are planning to provide a program for two young adult men that are mildly mentally retarded. As an agency, we will be providing staffing and a variety of supports and training that will assist these two young men to live independently at some point in the future.

The facility will not be used by individuals who have significant physical disabilities. We will also provide staff coverage for periods of time when the residents are at home. At other times, they will be either in school or at work; a part of their transition to independence.

If you have any further questions about the program component, please do not hesitate to call me at 878-9663.

Sincerely,



Richard R. Farnsworth
Executive Director

RRF/mem

cc: Empire Development LLC



Zoning Division
Marge Schmuckal
Zoning Administrator



Department of Urban Development
Joseph E. Gray, Jr.
Director

CITY OF PORTLAND

Empire Development, L.L.C.
P.O. Box W
Old Orchard Beach, ME 04064

October 29, 1998

RE: 904 Washington Ave. - 170-B-005 - R-5 Zone

Dear Sirs/ Madams,

I am in receipt of your permit to change the use of the property at 904 Washington Avenue from a single family to a handicap family unit. The plot plan and floor plans showing 3 bedrooms are sufficient for reviews. However, in order for me to determine that this qualifies for the use of "handicap family unit", I will need a cover letter explaining your operation and specifically what clients you will be serving. I will not be able to approve this permit until I receive this information. I have also enclosed copies of definitions concerning this use. Please call if you have any more questions.

Handicapped family unit: A dwelling which provides living facilities for handicapped persons. A handicapped family unit may also provide counseling and support services. Staff members may also be included in the population.

Handicapped person: A person with a physical or mental impairment which substantially limits one (1) or more of such person's major life activities, a person with a record of having such an impairment, or a person who is regarded as having such an impairment. This term does not include current, illegal use of addiction to a controlled substance as defined in 21 U.S.C. §802.

Very Truly Yours,

Marge Schmuckal
Zoning Administrator

cc: Mark Adelson, Housing & Neighborhood Development
Joseph Gray, Jr., Dir. of Planning & Urban Development