

1. 09-07-17 - Agenda

Documents:

[09-07-17 AGENDA.PDF](#)

1.i. ZBA Application - 1519 Forest Avenue

Documents:

[CONDITIONAL USE APPLICATION - 1519 FOREST AVE.PDF](#)

1.i.i. 1519 Forest Ave - Zoning Map

Documents:

[1519 FOREST AVE ZONING MAP.PDF](#)

CITY OF PORTLAND, MAINE

ZONING BOARD OF APPEALS

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

APPEAL AGENDA

The Board of Appeals will hold a Public Hearing on Thursday, September 7, 2017, at 6:30 p.m. on the Second Floor in Room 209 at Portland City Hall, 389 Congress Street, Portland, Maine, to hear the following appeal:

1. New Business:

A. Conditional Use Appeal: 1519 Forest Avenue, The Opportunity Alliance, lessee, Tax Map 338, Block J, Lots 015, 016 & 025, R-3 Residential Zone: The applicant is seeking a Conditional Use Appeal under Section 14-88(a)(1) to permit a sheltered care group home for a Department of Corrections community reintegration program for juveniles. Representing the appeal is the lessee, The Opportunity Alliance.

2. Adjournment

BEAGLE, STEEVES & RIDGE, LLC
ATTORNEYS AT LAW

C. ALAN BEAGLE
MARTIN J. RIDGE

RICHARD G. STEEVES
JENNIFER E. THOMAS
ASHLEY L. JANOTTA

August 21, 2017

Ann Machado, Zoning Administrator
Zoning Board of Appeals City of Portland
Portland City Hall, Inspections Office, Room 315
389 Congress Street
Portland, Maine 04101

HAND DELIVERED

RE: Conditional Use Appeal Application-- The Opportunity Alliance--1519 Forest Avenue

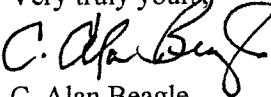
Dear Ms. Machado:

Delivered to your office with this letter for filing with the Zoning Board of Appeals on behalf of The Opportunity Alliance with reference to the above referenced property are the following:

1. Conditional Use Appeal Application
2. Cover letter from The Opportunity Alliance to members of the Zoning Board of Appeals
3. Application fee check of \$100.00
4. Eleven (11) separate tabbed packets of submissions of copies of documents in support of the Application per the ZBA Application Process memorandum.

Per my telephone call with Associate Corporation Counsel Anne Torregrossa last Friday, I have sent a pdf of the packet of submissions to zoning@portlandmaine.gov. If you wish the pdf copy to be delivered in some other way or if any other documents are needed for the Application, please notify me by my e-mail below.

Please send to me the City's bill for the additional fees for which the applicant is responsible (i.e., processing, legal ad publication cost, abutter notification). **Please schedule the Application for hearing before the Zoning Board of Appeals at its September 7th meeting.**

Very truly yours,

C. Alan Beagle
cab@beagleridge.com

Cc: Wendy DuBois, Program VP
Michael J. Tarpinian, President
Dawn Ouellette, CFO

CONDITIONAL USE APPEAL APPLICATION PACKET

THE OPPORTUNITY ALLIANCE—1519 FOREST AVENUE, PORTLAND

INDEX OF CONTENTS

1. Copy of Appeal Application signed by The Opportunity Alliance
2. Cover letter to Zoning Board of Appeals
3. Plot Plan of 1519 Forest Avenue
4. Floor Plans of 1519 Forest Avenue
5. Copy of Tax Map with 1519 Forest Avenue highlighted
6. Photographs of 1519 Forest Avenue
7. Copy of Deed and Intent to Lease
8. Letter from 1519 Owner consenting to TOA representing 1519 Forest Avenue

1



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

Ann Machado
Zoning Administrator

CITY OF PORTLAND ZONING BOARD OF APPEALS

Conditional Use Appeal Application

Applicant Information:

NAME

The Opportunity Alliance

BUSINESS NAME

50 Lydia Lane, South Portland, ME 04106
BUSINESS ADDRESS(207) 423-2052, Wendi.Dubois@opportunityalliance.org
BUSINESS TELEPHONE & E-MAIL

Lessee

APPLICANT'S RIGHT/TITLE/INTEREST

Residential

CURRENT ZONING DESIGNATION

Subject Property Information:

1519 Forest Avenue

PROPERTY ADDRESS

338 JDI5001

CHART/BLOCK/LOT (CBL)

Jan Willem Musters

PROPERTY OWNER (If Different)

671 Auburn Street, Portland, ME 04103
ADDRESS (If Different)1-832-571-6322 jwm1@icloud.com

PHONE # AND E-MAIL

CONDITIONAL USE AUTHORIZED BY
SECTION 14- 88(a)(1)**EXISTING USE OF THE PROPERTY:**

Single family residence rented to several (6-8 currently) individuals

TYPE OF CONDITIONAL USE PROPOSED:

Sheltered care group home for Department of Corrections community reintegration program for juveniles.

See Supplement 1 attached.

STANDARDS: Upon a showing that a proposed use is a conditional use under this article, a conditional use permit shall be granted unless the Board determines that:

1. The volume and type of vehicle traffic to be generated, hours of operation, expanse of pavement, and the number of parking spaces required are not substantially greater than would normally occur at surrounding uses or other allowable uses in the same zone; and
2. The proposed use will not create unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, emissions to the air, odor, lighting, or litter; and
3. The design and operation of the proposed use, including but not limited to landscaping, screening, signs, loading deliveries, trash or waste generation, arrangement of structures, and materials storage will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses of other allowable uses in the zone.

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

The undersigned hereby makes application for a conditional use permit as described above, and certifies that the information herein is true and correct to the best of his OR her knowledge and belief.

P. Quella, CEO
SIGNATURE OF APPLICANT

8/18/17
DATE

389 Congress Street * Portland Maine 04101-3509 * Phone: (207) 874-8703 * Fax: (207) 874-8716
<http://www.portlandmaine.gov/planning/buildinsp.asp> * E-Mail: buildinginspections@portlandmaine.gov

SUPPLEMENT #1
to
Conditional Use Appeal Application-The Opportunity Alliance- 1519 Forest Avenue

The following information is provided as part of and incorporated in the Conditional Use Appeal Application of The Opportunity Alliance for a conditional use permit for the use of 1519 Forest Avenue, Portland, Maine as a sheltered care group home for community reintegration program for juveniles.

1. Facts regarding proposed use qualification as a sheltered care group home per Zoning Ordinance Section 14-88.

Section 14-88 permits as a conditional use in a residential zone: "Sheltered care group homes, as defined in section 14-47 for up to twelve (12) individuals, plus staff, and serving a primary population which is not handicapped persons, parolees, persons involved in correctional prerelease programs, or current illegal drug uses, provided that: (a) A sheltered care group home shall not be located within five hundred (500) feet of another, as measured along street lines to the respective property lines; (b) There shall be no open outside stairways or fire escapes above the ground floor; (c) The facility shall make provision for adequate on-site staffing in accordance with applicable state licensing requirements. If a facility is not licensed by the state, there shall be a minimum one (1) staff person for every ten (10) residents or fraction thereof." Section 14-47 defines "sheltered care group home" as: "A facility which, in addition to providing food and shelter to a defined population, provides guidance or counseling services. Such services are a primary function of the facility. The following facts evidence that the proposed use meets these criteria:

- a. The purpose of the TOA community reintegration program at 1519 Forest Avenue will be to provide food, housing and living skills programming to a defined population: up to six young men ages 18-21 from Long Creek Development Center who have been selected for community reintegration status. The life skills programs will be provided by qualified trained TOA professionals directly supervised by a Licensed Clinical Social Worker, either inside the residence or during suitable weather outside within the fenced back yard.
- b. 1519 will be staffed 24/7 by TOA employees: during the day usually three professionals will be providing life skills guidance programming, evenings and nights by one TOA facility monitor.
- c. There is no permitted sheltered care group home within 500 feet of 1519.
- d. There are no open outside stairways or fire escapes above the ground floor.
- e. The young men are not parolees or involved in correctional prerelease programs. Please see the accompanying letter dated July 13, 2017, from Diane Sleek, AAG, State of Maine Department of Corrections to Hannah Williams, Program Director, The Opportunity Alliance and to Zoning Board of Appeals, City of Portland. The letter addresses the provision of Portland Zoning Ordinance Section 14-88 that a sheltered care group home permitted as a conditional use does not serve a primary population which is parolees or persons involved in correctional prerelease programs. AAG Sleek explains that under Maine law and Department of

Corrections policies, juveniles qualifying to participate in Maine Department of Corrections community reintegration programs are not parolees or persons involved in prerelease programs.

2. Facts regarding relevant conditional use standards:

- a. 1. Vehicle traffic, hours of operation,... The reintegration program conducted at 1519 Forest Avenue will not have more than six young men residing at the residence and TOA staff not exceeding three during the day and one at night at the residence. This population and use of the residence is not substantially greater than would normally occur at surrounding uses or other allowable uses in the residential zone.
- b. No unsanitary or harmful conditions by reason of noise, glare, dust, sewage disposal, ... The reintegration program conducted at 1519 Forest Avenue is not of a character to generate any such unsanitary or harmful conditions, and the residence and its physical condition will be monitored at all times by TOA staff.
- c. The design and operation of the proposed use, ..., will not have a substantially greater effect/impact on surrounding properties than those associated with surrounding uses or other allowable uses in the zone. The reintegration program conducted at 1519 Forest Avenue is not of a character to have a substantially greater impact on surrounding properties than others in the neighborhood—essentially the use will be residential with education provided concerning social awareness, norms and skills.



STATE OF MAINE
DEPARTMENT OF CORRECTIONS
111 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0111

PAUL R. LEPAGE
GOVERNOR

DR. JOSEPH FITZPATRICK
COMMISSIONER

July 13, 2017

Hannah Williams, Program Director
The Opportunity Alliance
50 Lydia Lane
South Portland, ME 04106

Zoning Board of Appeals
City of Portland
City Hall
Inspections Office, Room 315
389 Congress Street
Portland, ME 04101

Dear Ms. Williams & Members of the Zoning Board of Appeals:

I understand that Opportunity Alliance has applied for a conditional use permit for a sheltered group home for juveniles released on community reintegration status from Long Creek Youth Development Center. I also understand that a concern has been raised as to whether this home would be excluded by the following provision and specifically whether the juveniles would be considered "parolees" or "persons involved in correctional prerelease programs:"

Sheltered care group homes, as defined in section 14-47 of this article, for up to twelve (12) individuals, plus staff, and serving a primary population which is not handicapped persons, parolees, persons involved in correctional prerelease programs, or current illegal drug users....

Enclosed are both the statute and the DOC's policy on community reintegration status (formerly called aftercare status). This status is unique to juveniles. Parole is only for adult offenders. Clearly, no juvenile is a "parolee." As for "persons involved in correctional prerelease programs," that would also not seem to apply. Juveniles on community reintegration status have been released to the care of a person or agency in the community (most often a family member, though that would not be the case here). It is not prerelease. I trust that this resolves the concern raised.

Sincerely,

Diane Sleek, AAG

enclosure

cc: Colin O'Neill, AC
John Coyne, RCA
James Fortin, AAG

Maine Revised Statutes

Title 34-A: CORRECTIONS

Chapter 3: CORRECTIONAL FACILITIES

Subchapter 5: SOUTHERN MAINE JUVENILE FACILITY

§3810. Community reintegration status

1. Commissioner's powers. During a juvenile client's commitment to the facility, the commissioner may, at the commissioner's discretion:

A. Keep the juvenile client at the facility; or [1999, c. 583, §33 (AMD).]

B. Place the juvenile client on community reintegration status for a period not exceeding the term of the juvenile's commitment. [2003, c. 410, §16 (AMD).]

[2003, c. 410, §16 (AMD) .]

2. Reports. As often as the commissioner requires, the person or agency caring for the juvenile client while on community reintegration status shall report to the commissioner:

A. The progress and behavior of the juvenile client, whether or not the juvenile client remains under the care of the person or agency; and [1983, c. 459, §6 (NEW).]

B. If the juvenile client is not under the care of the person or agency, where the client is. [1983, c. 459, §6 (NEW).]

[2003, c. 410, §16 (AMD) .]

3. Center services. The commissioner shall provide community reintegration services to juvenile clients.

[2003, c. 410, §16 (AMD) .]

4. Cancellation. If the commissioner is satisfied at any time that the welfare of the juvenile client will be promoted by return to the facility, the commissioner may cancel the community reintegration status and resume charge of the client with the same powers as before the placement on community reintegration status was made.

[2003, c. 410, §16 (AMD) .]

SECTION HISTORY

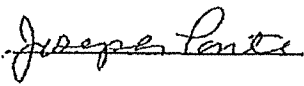
1983, c. 459, §6 (NEW). 1983, c. 581, §§52,59 (AMD). 1989, c. 591, §2 (AMD).
1997, c. 464, §14 (AMD). 1999, c. 583, §§33,34 (AMD). 2003, c. 410, §16 (AMD).

The Revisor's Office cannot provide legal advice or interpretation of Maine law to the public.

If you need legal advice, please consult a qualified attorney.

Office of the Revisor of Statutes (mailto:webmaster_ros@legislature.maine.gov) • 7 State House Station •
State House Room 108 • Augusta, Maine 04333-0007

Page composed on 10/13/2016 03:04:48.

POLICY TITLE: COMMUNITY REINTEGRATION		PAGE <u>1</u> OF <u>6</u>
POLICY NUMBER: 20.2		
CHAPTER 20: RELEASE/DISCHARGE PREPARATION		
	STATE of MAINE DEPARTMENT OF CORRECTIONS Division of Juvenile Services Approved by Commissioner: 	PROFESSIONAL STANDARDS: See Section VII
EFFECTIVE DATE: November 4, 2005	LATEST REVISION October 26, 2011	CHECK ONLY IF APA []

I. AUTHORITY

The Commissioner of Corrections adopts this policy pursuant to the authority contained in Title 34-A M.R.S.A. Sections 1403, 3810, 3111, 4112, and 4113.

II. APPLICABILITY

All Departmental Juvenile Facilities

III. POLICY

The Department of Corrections recognizes that every juvenile committed to its custody will be released to the community.

Therefore, it is the policy of the Department of Corrections that the facility engage in the process of community reintegration planning beginning at the point of admission and include a community integration component in each committed juvenile's Case Plan so that the juvenile is provided, within the resources of the facility and as available in the community, the programs and services necessary to address the juvenile's criminogenic risk factors and needs and to enable the juvenile's reintegration into the community.

In developing the community reintegration component of the juvenile's Case Plan, the facility shall consider the criminogenic risk factors and needs of the juvenile, the strengths of the juvenile, the involvement of the juvenile's parents/legal guardian or other family members, and the availability of appropriate programs and services in the community, as well as any other relevant factors.

IV. CONTENTS

Procedure A: Community Reintegration Planning Process
 Procedure B: Unit Treatment Team

Procedure C: Components of Community Reintegration
Procedure D: Community Reintegration Agreement
Procedure E: Return to the Facility

V. ATTACHMENTS

None

VI. PROCEDURES

Procedure A: Community Reintegration Planning Process

1. The community reintegration planning process shall begin at the point of admission of a committed juvenile with the completion of the Initial Risk/Needs Assessment in accordance with Policy 17.1, Admissions.
2. The process shall continue with the preparation of the Assessment Plan at the Initial Classification, the completion of the assessments, screenings, and evaluations required by the Assessment Plan, and the preparation of the Case Plan at the Classification Conference, in accordance with Policies 18.1, Risk/Needs Assessments and 18.2, Classification Committee.
3. The Case Plan shall include a community reintegration component, which shall be reviewed at Quarterly Reviews and Phase Advancement Reviews by the Classification Committee.
4. A Community Reintegration Plan, in the form of a Community Reintegration Agreement and any necessary modification to the Case Plan, shall be presented at a Community Reintegration Plan Review. The Community Reintegration Plan shall be reviewed as set out in Policy 18.2, Classification Committee.
5. The resident's Juvenile Community Corrections Officer is the resident's primary case manager and shall be invited to participate in all Classification Committee Conferences/Reviews/Meetings.

Procedure B: Unit Treatment Team

1. The resident's Case Plan, including the community reintegration components and the resident's progress toward community reintegration, shall be reviewed on at least a monthly basis by the resident's Unit Treatment Team. The Juvenile Program Manager shall facilitate the Unit Treatment Team meetings.

POLICY NUMBER/TITLE	CHAPTER NUMBER/TITLE	PAGE NUMBER
20.2 Community Reintegration	20. Release/Discharge Preparation	Page 2 of 6 10/26/11R

2. The resident's Juvenile Community Corrections Officer is a member of the Unit Treatment Team, and except when emergency circumstances preclude it, shall be invited to participate in all Unit Treatment Team meetings
3. Facility staff who are assigned to work with the resident on specific goals are responsible to be part of the Unit Treatment Team and each service provided (e.g., education, psychology, substance abuse, family treatment) shall have a primary point of contact representative who shall be a member of the Unit Treatment Team. Others may be invited to Unit Treatment Team meetings as necessary.
4. Unit Treatment Team meetings should include attendance by the resident, whenever possible.
5. Lack of attendance shall not prohibit a meeting from occurring, as long as there are at least three (3) staff in attendance.

Procedure C: Components of Community Reintegration

1. Community reintegration shall be included in the resident's Case Plan. Community reintegration components shall address:
 - a. Facilitation of in-person contact between the resident's parents/legal guardian and assigned staff, as appropriate;
 - b. Treatment for the resident within the context of his/her family, as appropriate;
 - c. Maintenance and strengthening of relationships between the resident and his/her family, as appropriate;
 - d. Assurances that the resident is referred to and accepted into community programs, if appropriate, before release and that any available funding is identified and verified prior to release;
 - e. Development and maintenance of relationships through in-person and other contacts between the resident and community service providers;
 - f. Transition programs that provide culturally sensitive and language appropriate services tailored to fit the individual needs of a resident's cultural background; and
 - g. Continuity in programming and services following the resident's release from the facility.

Procedure D: Community Reintegration Agreement

1. The Community Reintegration Agreement shall include as standard conditions of release that the juvenile:

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20.2 Community Reintegration	20. Release/Discharge Preparation	Page 3 of 6 10/26/11R

- a. Shall obey and observe all local, state and federal laws;
 - b. Shall report as directed by the Juvenile Community Corrections Officer and shall obey and observe all instructions of the Juvenile Community Corrections Officer; or designee;
 - c. Shall not leave the State of Maine except with the prior written consent of the Juvenile Community Corrections Officer to leave the State;
 - d. Waives extradition from any jurisdiction to the State of Maine;
 - e. Shall reside as directed by the Juvenile Community Corrections Officer;
 - f. Shall notify the Juvenile Community Corrections Officer of any change in school or employment status;
 - g. Shall submit to a search of his/her person, property, and any vehicle or premises in his/her possession or control if requested by the Juvenile Community Corrections Officer, or designee;
 - h. Shall not possess or use a firearm or other dangerous weapon;
 - i. Shall not possess or use any illegal substances;
 - j. Shall submit to random drug or alcohol testing if requested by the Juvenile Community Corrections Officer, or designee; and
 - k. Shall complete the goals included in the Case Plan.
2. The Community Reintegration Agreement may also include additional conditions of release tailored to the resident's particular situation.
 3. The Community Reintegration Agreement shall also include the date the resident is to be released to Community Reintegration and the anticipated date of the resident's discharge. The date of release to Community Reintegration may be changed at the sole discretion of the Superintendent, or designee, if the resident's behavior or participation in programs or services has become unacceptable so as to require a delay of a week or less in the release date, or if circumstances such as weather or inability to complete transportation arrangements, causes a delay. The reason for any delay shall be provided to the resident in writing and noted in the resident's Master Administrative Record.
 4. The resident shall be required to sign the Community Reintegration Agreement, indicating that he/she understands the Community Reintegration Agreement and understands the circumstances under which he/she may be returned to the facility.
 5. The resident's release to Community Reintegration is subject to change as set out in Policy 18.2, Classification Committee. The resident's discharge is subject to change as set out in Policy 20.3, Release and Discharge.

Procedure E: Return to the Facility

POLICY NUMBER/TITLE	CHAPTER NUMBER/TITLE	PAGE NUMBER
20.2 Community Reintegration	20. Release/Discharge Preparation	Page 4 of 6 10/26/11R

1. A juvenile released to Community Reintegration may be returned to the facility for a violation of the conditions of the Community Reintegration Agreement or new criminal conduct, because the community placement or services are not appropriate for the juvenile, the juvenile is not suitable for the placement or services, or the placement or services are no longer available, or for any other reason that it is deemed that the juvenile's welfare would be promoted by a return to the facility.
2. If the Juvenile Community Corrections Officer, or designee, observes, receives a report of, or otherwise discovers that the juvenile has violated the conditions of the Community Reintegration Agreement or has committed new criminal conduct, or if the Juvenile Community Corrections Officer believes that the community placement or services are not appropriate for the juvenile, the juvenile is not suitable for the placement or services, or the placement or services are no longer available, or believes for any other reason that the juvenile's welfare would be promoted by a return to the facility, the Juvenile Community Corrections Officer may request that the juvenile be returned to the facility.
3. The request shall be made to the Regional Correctional Administrator, or designee. If the Regional Correctional Administrator, or designee, agrees with the request, the Juvenile Community Corrections Officer shall contact the facility's Superintendent, or designee. If the Superintendent, or designee, agrees to the request, The Juvenile Community Corrections Officer and Superintendent, or designee, shall make all necessary arrangements to facilitate the return.
4. If the Superintendent, or designee, does not agree to the request, the Superintendent, or designee, and the Regional Correctional Administrator shall contact the Associate Commissioner, or designee, for final resolution.
5. In an emergency situation, a juvenile may be returned to the facility with the approval of the Commissioner, Associate Commissioner, or designee.
6. If the juvenile has absconded from Community Reintegration, the Commissioner, or designee, may issue a warrant for the juvenile's arrest.
7. Prior to the juvenile's return, the Juvenile Community Corrections Officer shall notify the Juvenile Facility Operations Supervisor of any risks the juvenile presents to safety of self or others or to the security or orderly management of the facility.

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8. A resident who has been returned to the facility from Community Reintegration shall receive a Reclassification Conference as set out in Policy 18.2, Classification Committee.
9. If the Juvenile Community Corrections Officer does not believe return to the facility is warranted to protect the juvenile or the public, and believes adding conditions to the Community Reintegration Agreement or modifying existing conditions, other than standard conditions, the Juvenile Community Corrections Officer shall indicate the changes to the Community Reintegration Agreement in writing.
10. Any additional conditions or modifications to existing conditions take effect once the juvenile is notified in person. The juvenile must sign the document containing the changes, indicating his/her understanding of them.
11. If the juvenile has a Community Reintegration Plan which includes a scheduled date for a Special Review to review the juvenile's progress, the Juvenile Community Corrections Officer shall present the changes to the Classification Committee at the Special Review for final decision.

VII. PROFESSIONAL STANDARDS:

ACA:

- 4-JCF-3A-24 Juveniles can be released earlier than initially anticipated, according to law and in conformity with the authority's previously established and written criteria.
- 4-JCF-3A-25 The releasing authority has available in writing information about a juvenile's prior history; his/her current situation, and events in the case since any previous hearings; the juvenile's future plans; and relevant conditions in the community. Materials in the case files are clearly identified as to source, and verified for the accuracy of the content of the material, and confidentiality.
- 4-JCF-5I-02 Social services staff at the facility work closely with aftercare/parole workers and the releasing authority to secure appropriate housing for juveniles upon release. Juveniles in need of transitional assistance participate in developing a well-defined and coordinated plan for housing, education, employment, counseling, and medical services.
- 4-JCF-5I-04 Where statutes permit, juveniles should be afforded opportunities for graduated release and participation in employment and education programs.

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2

the Opportunity Alliance

August 18, 2017

Zoning Board of Appeals
City of Portland
City Hall
Inspections Office, Room 315
389 Congress Street
Portland, Maine 04101

RE: Application for Conditional Use Permit, 1519 Forest Avenue, Portland, ME

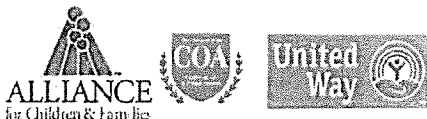
Dear Members of the Zoning Board of Appeals:

This letter is a cover letter for the Conditional Use Appeal Application of The Opportunity Alliance of this date. For those of you who may not be familiar with The Opportunity Alliance ("TOA"), TOA is a comprehensive human services organization whose aim is to build stronger communities. Most of our programs serve Cumberland County. We provide a wide range of services, from educational to mental health to general assistance.

One of TOA's new projects, the RISE Project "Realize Independence Surpass Expectations", supports young men, ages 18-21, through housing and independent living skills programming. This program's goal is to successfully re-integrate into Maine society selected young men released from their residency at Long Creek Youth Development Center in South Portland on community reintegration status by providing them at a group home guidance programs to develop additional social skills for their future success as community members. The program is developed and managed by TOA in collaboration with the Maine Department of Corrections.

TOA has found at 1519 Forest Avenue, Portland ("1519"), a residence which appears to be an ideal group home location from which to conduct the RISE Project for six young men. 1519 is zoned Residential and a "sheltered care group home" is a permitted use in the residential zone only upon the ZBA's issuance of a conditional use permit. A letter of intent to lease that property ("1519") has been executed by TOA, which lease commencement is subject to the ZBA's issuance of the needed conditional use permit.

TOA is a strong supporter of the re-integration goal of the RISE Project, enhancing the successful return to our communities of young men who have previously been troubled, believes that the enclosed Application and its accompanying documentation satisfy the requirements for



www.opportunityalliance.org

50 Lydia Lane, South Portland, ME 04106

telephone 207.874.1175 toll free 1.877.429.6884 fax 207.874.1181 tty 207.874.1180

your issuance of the conditional use permit, and stands ready to answer any questions which may arise in your consideration of the Application.

Respectfully,

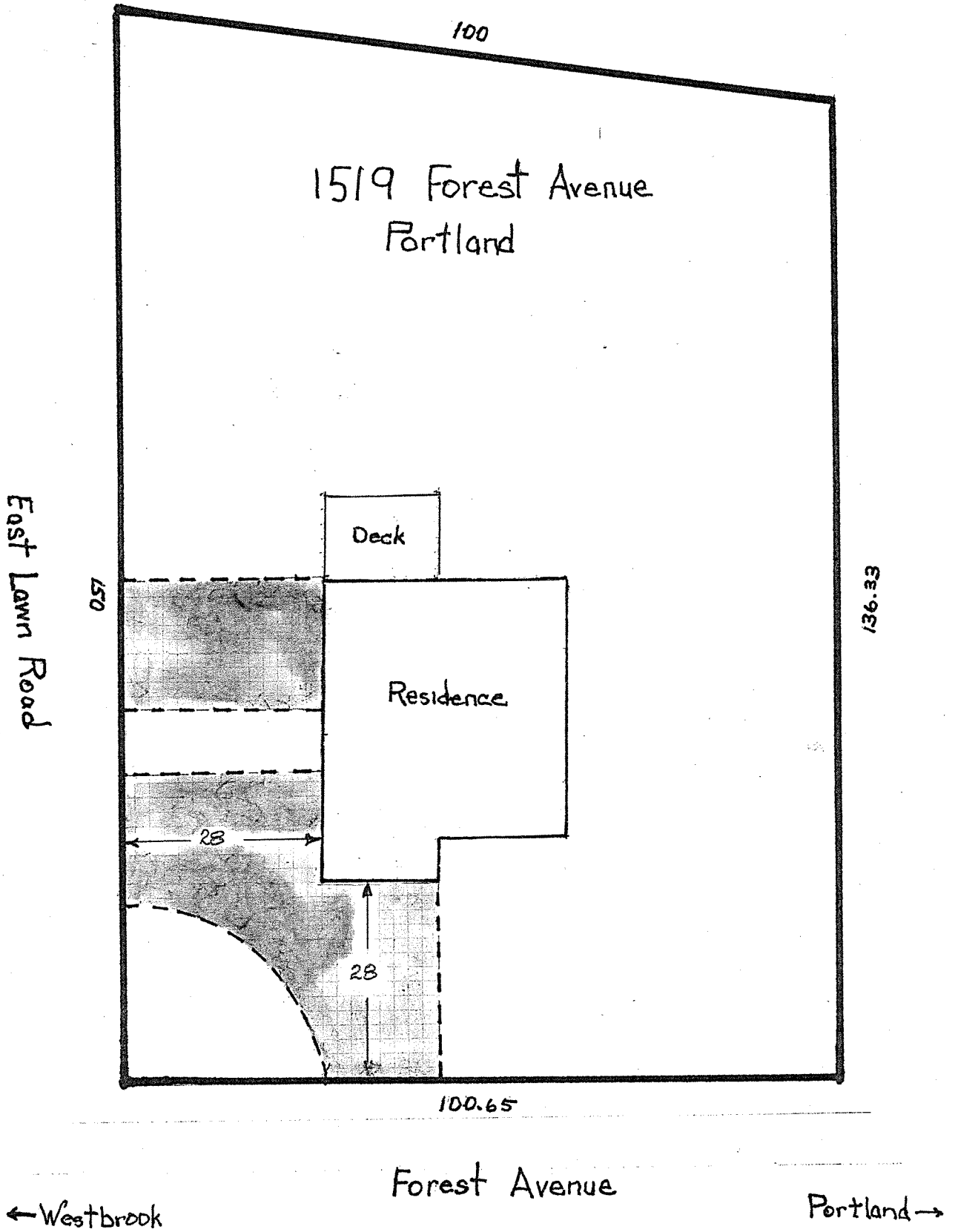
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Dawn Ouellette, CFO
The Opportunity Alliance
207-523-5021

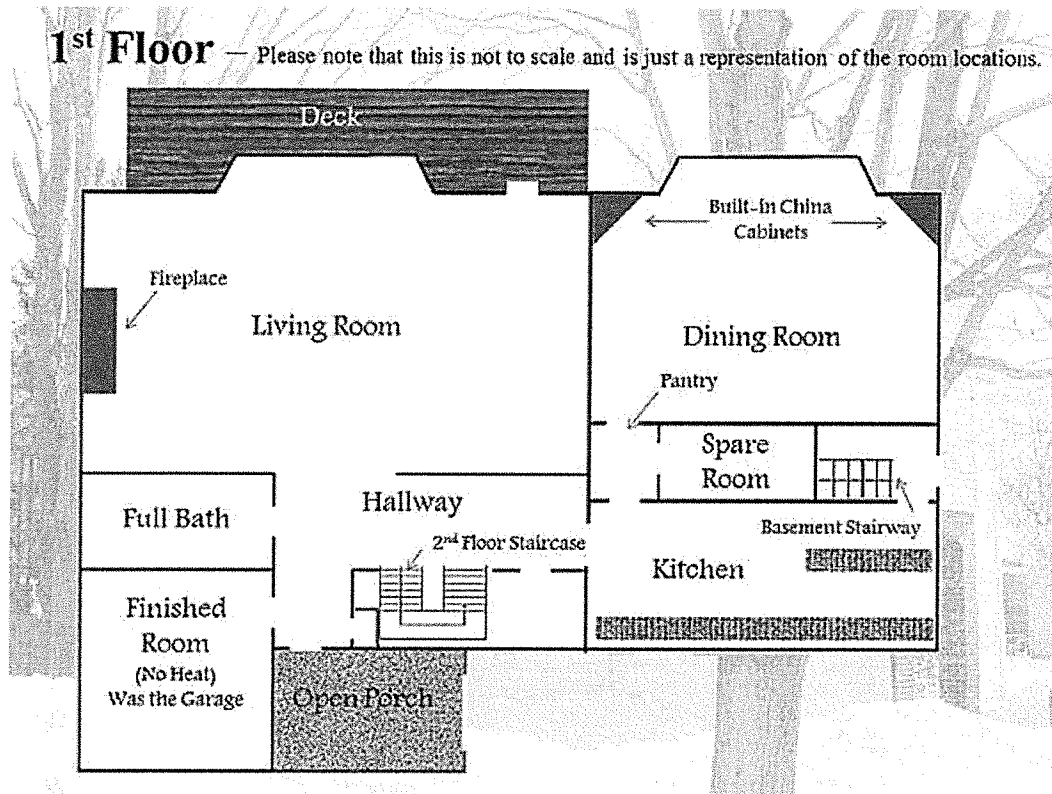
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1" = ~20'

 Asphalt driveway-parking

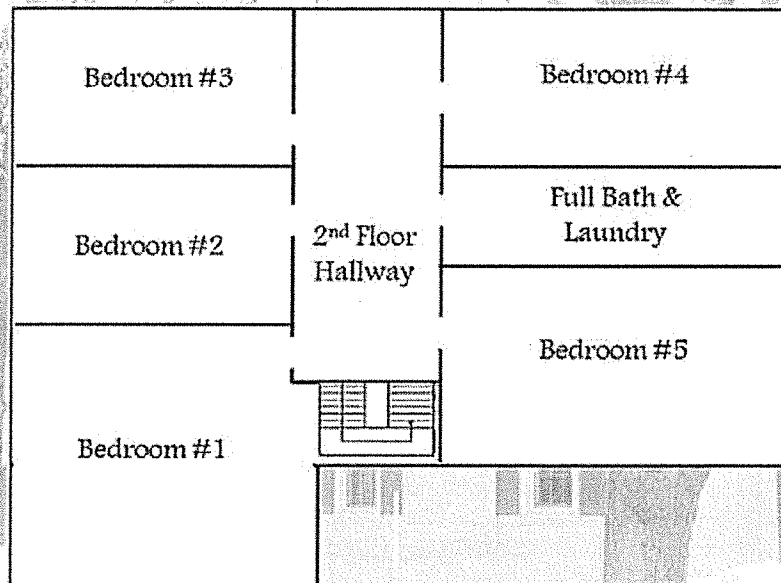


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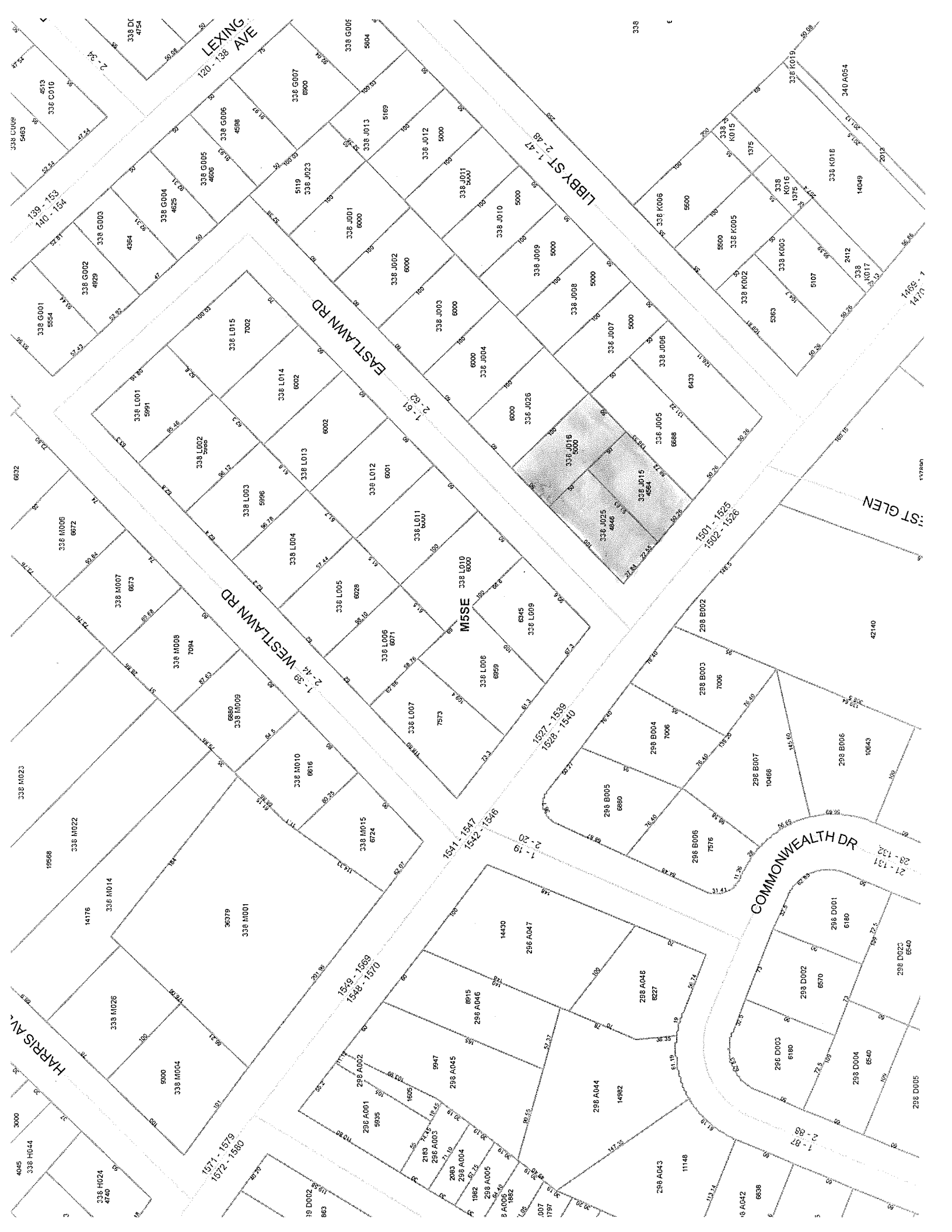
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2nd Floor — Please note that this is not to scale and is just a representation of the room locations.

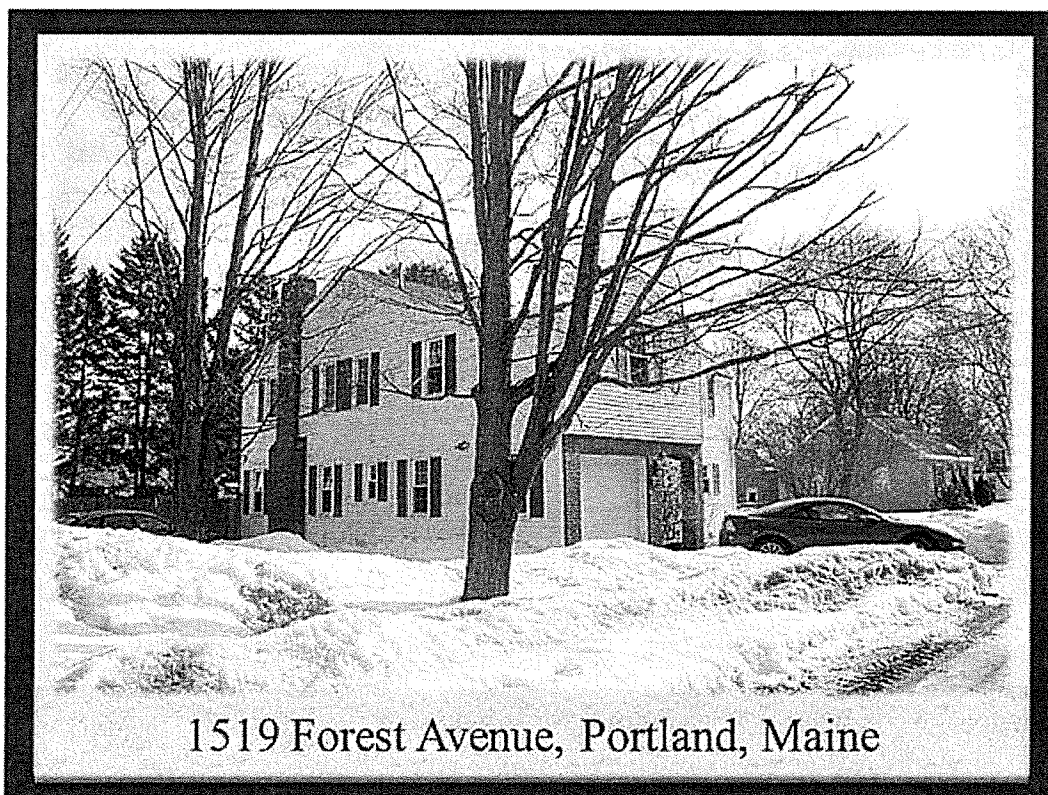


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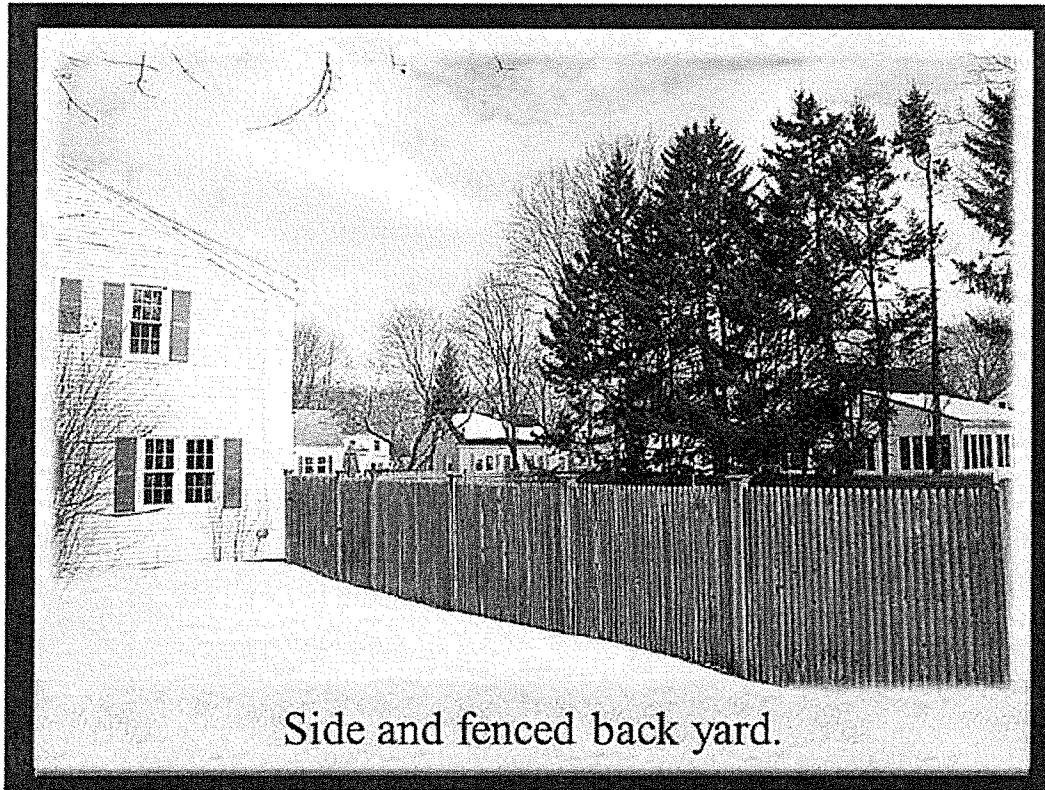


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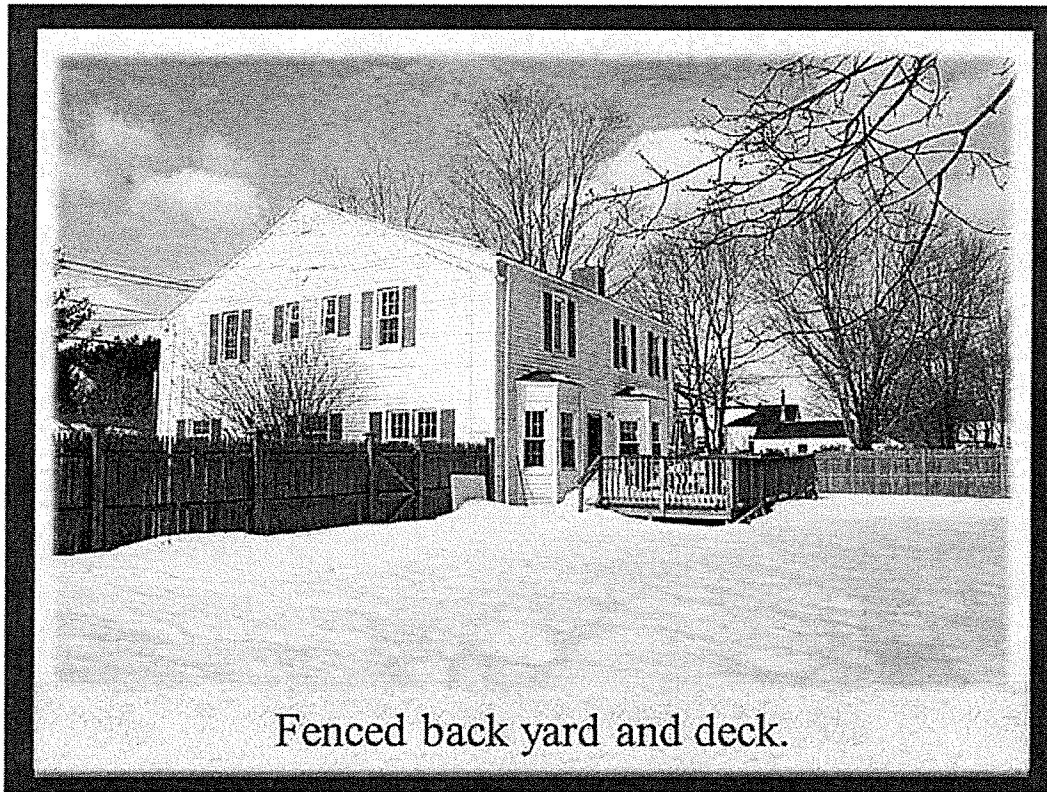


1519 Forest Avenue, Portland, Maine

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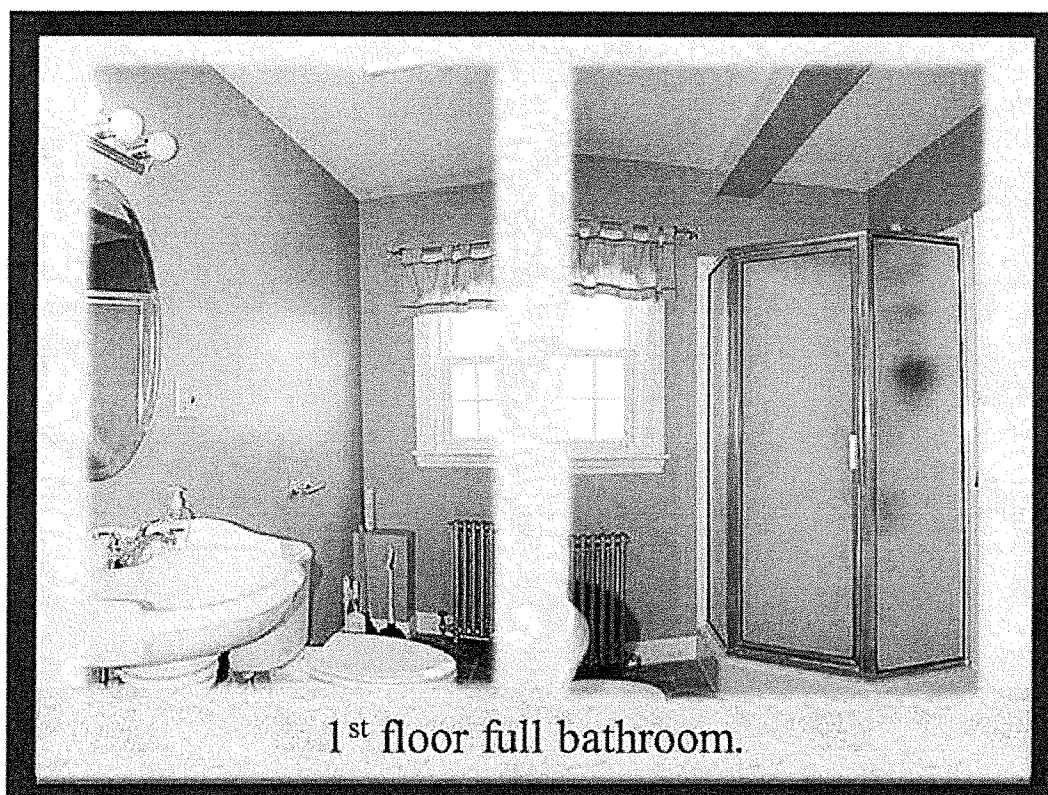


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Fenced back yard and deck.

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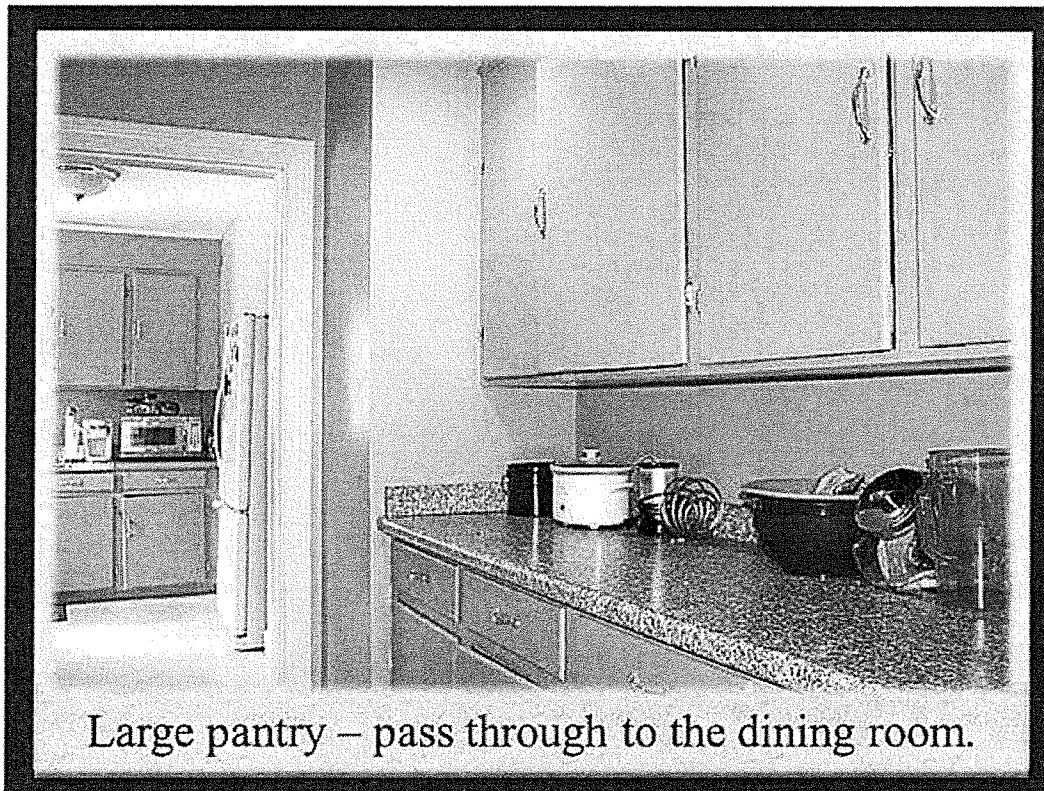
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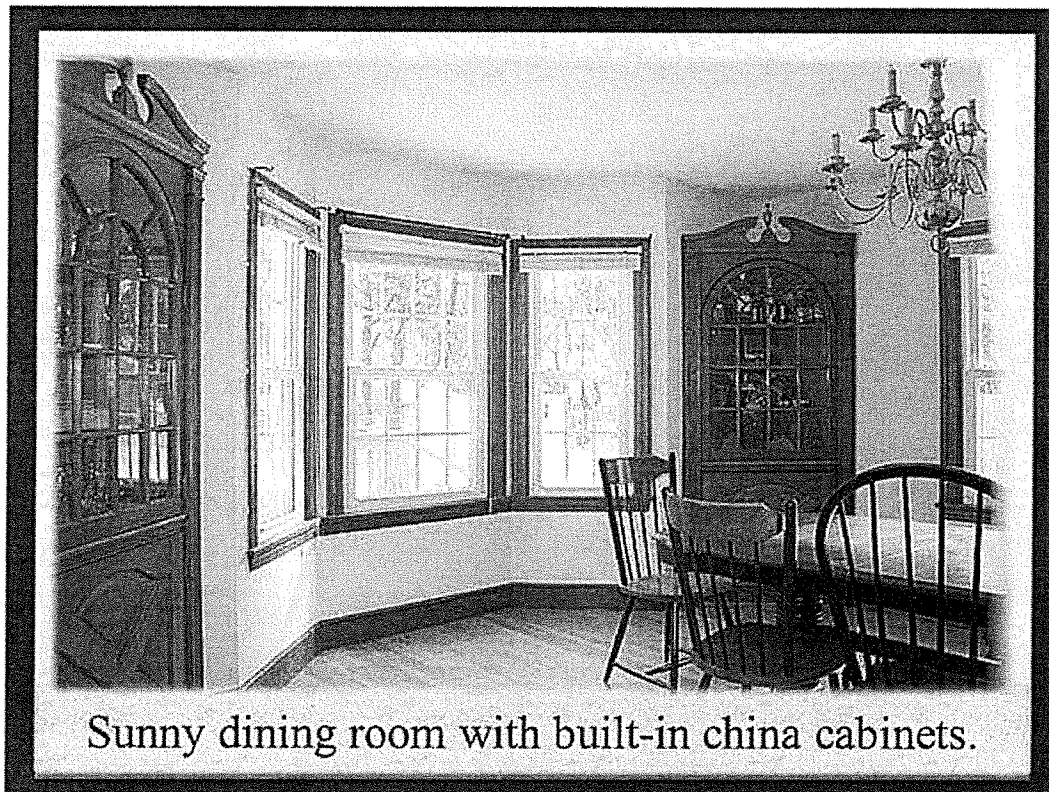
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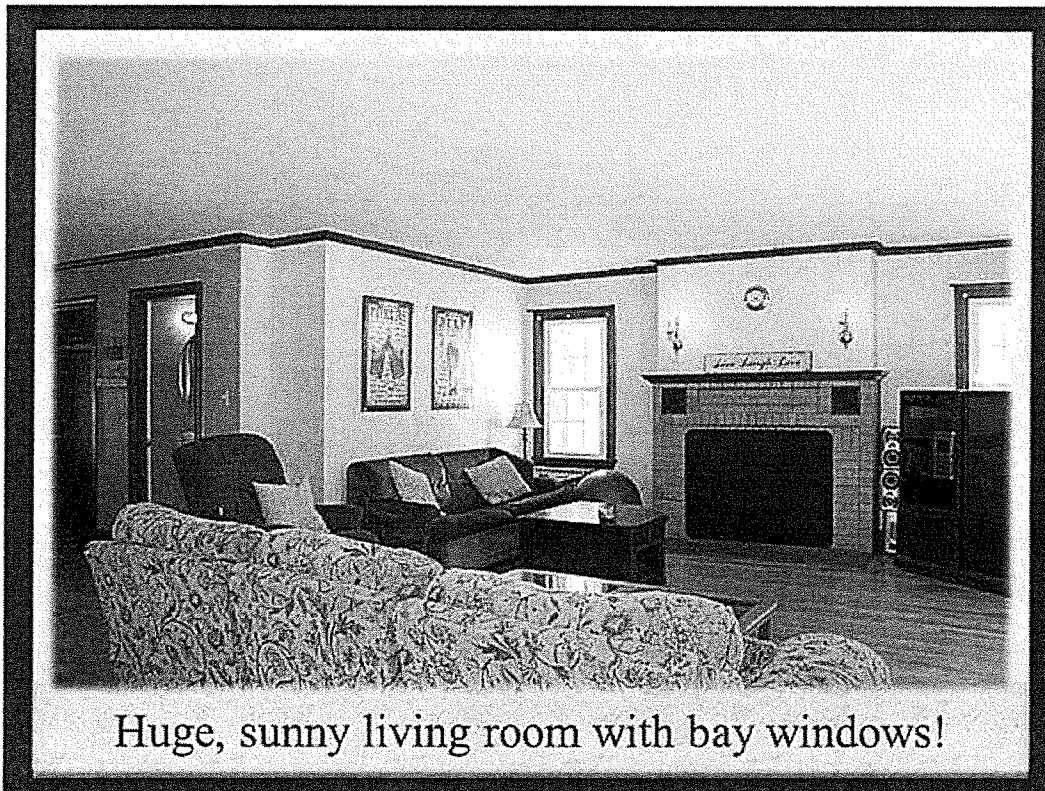


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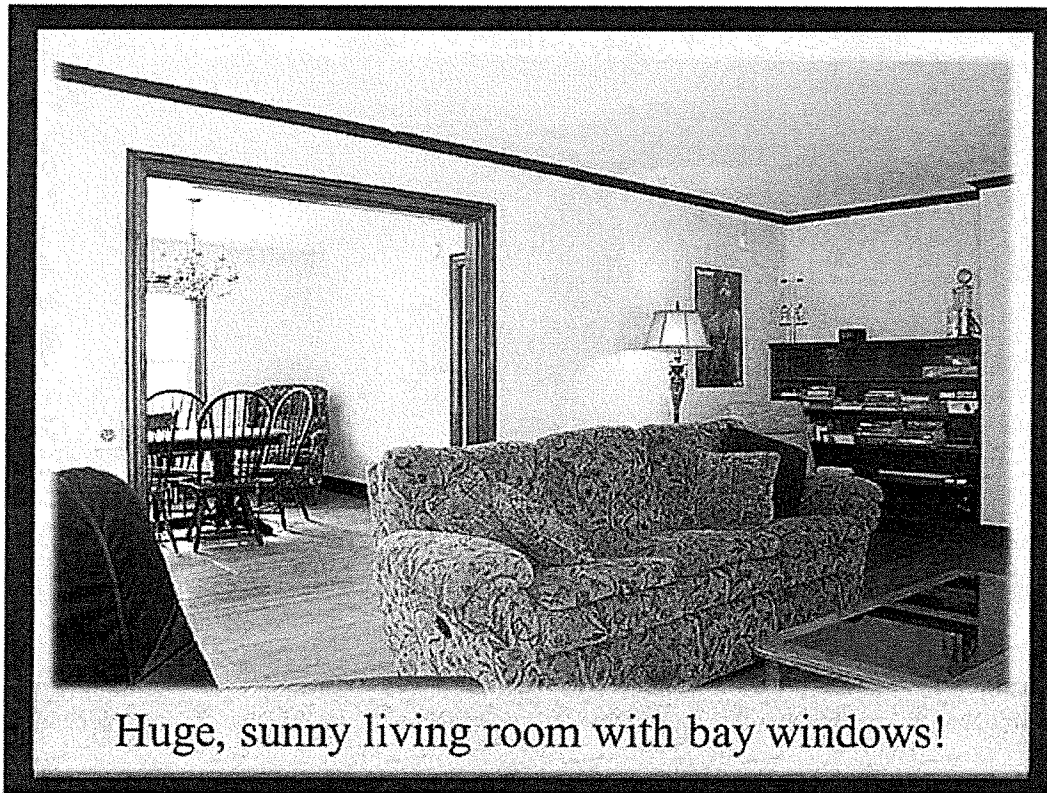
Sunny dining room with built-in china cabinets.

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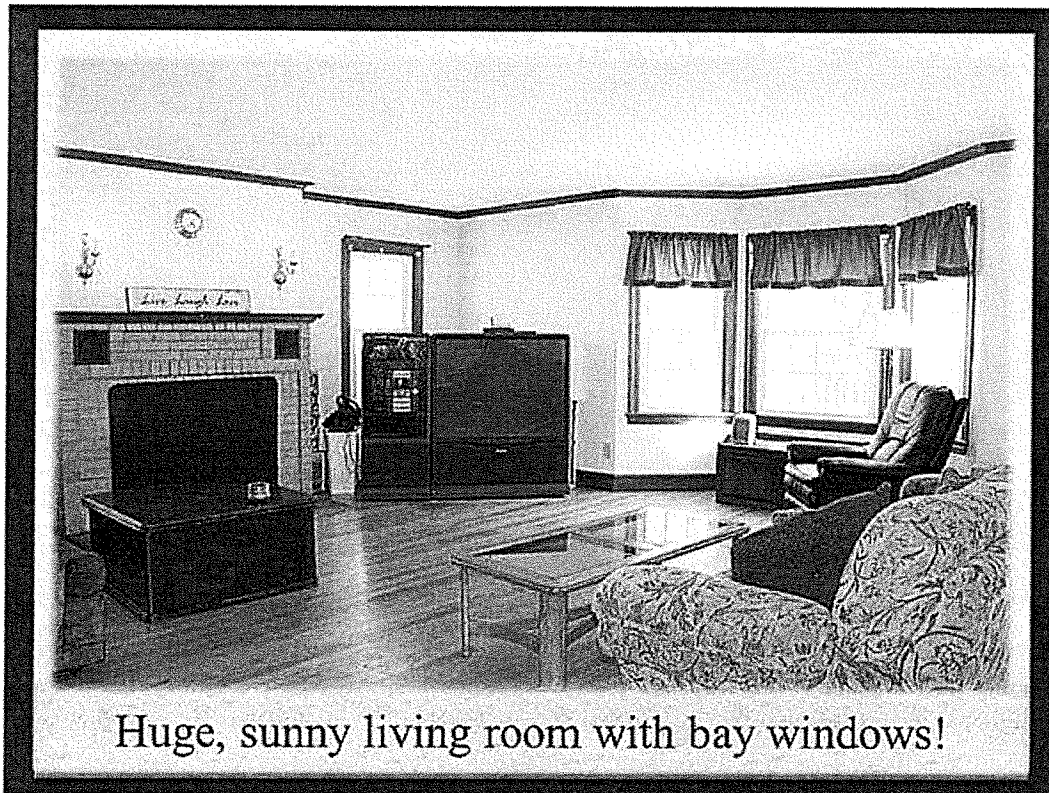
Huge, sunny living room with bay windows!

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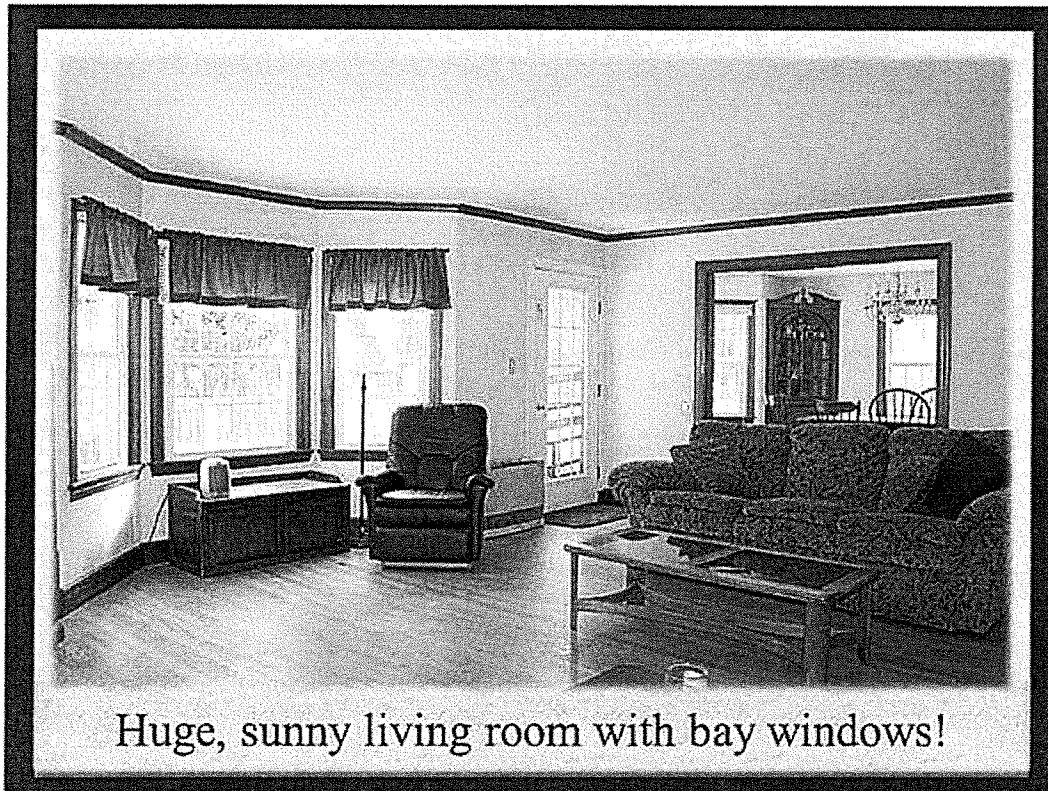
Huge, sunny living room with bay windows!

35115/17/2017 11:40:27 AM



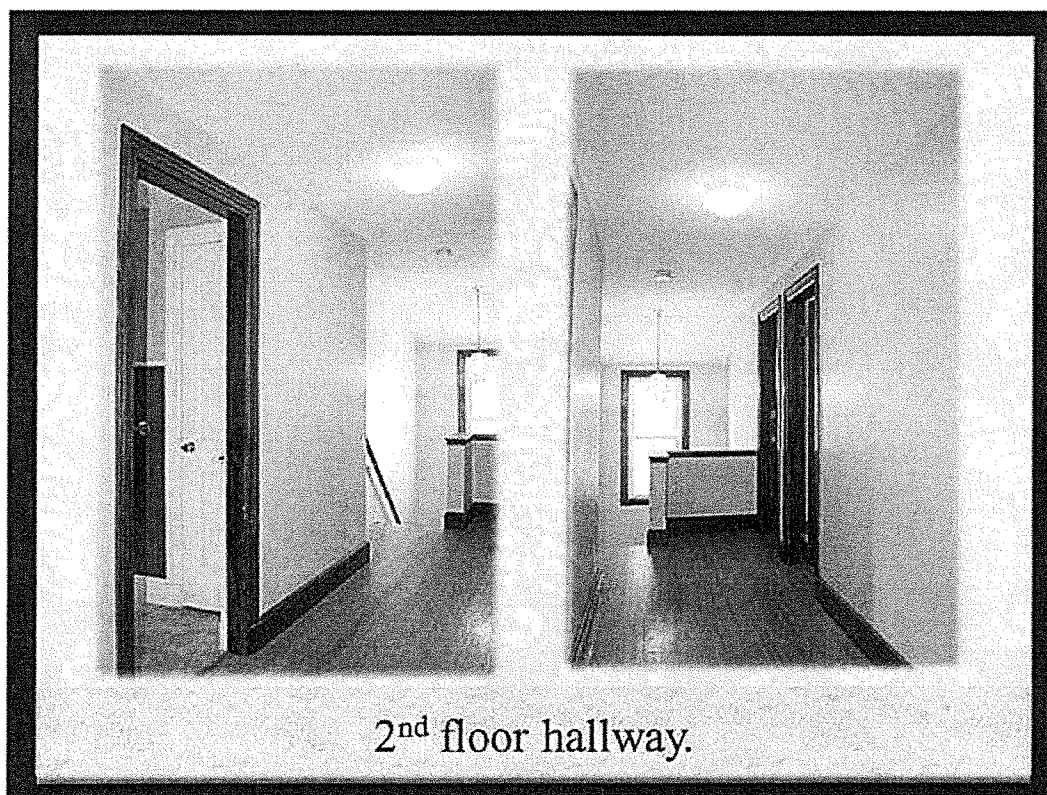
Huge, sunny living room with bay windows!

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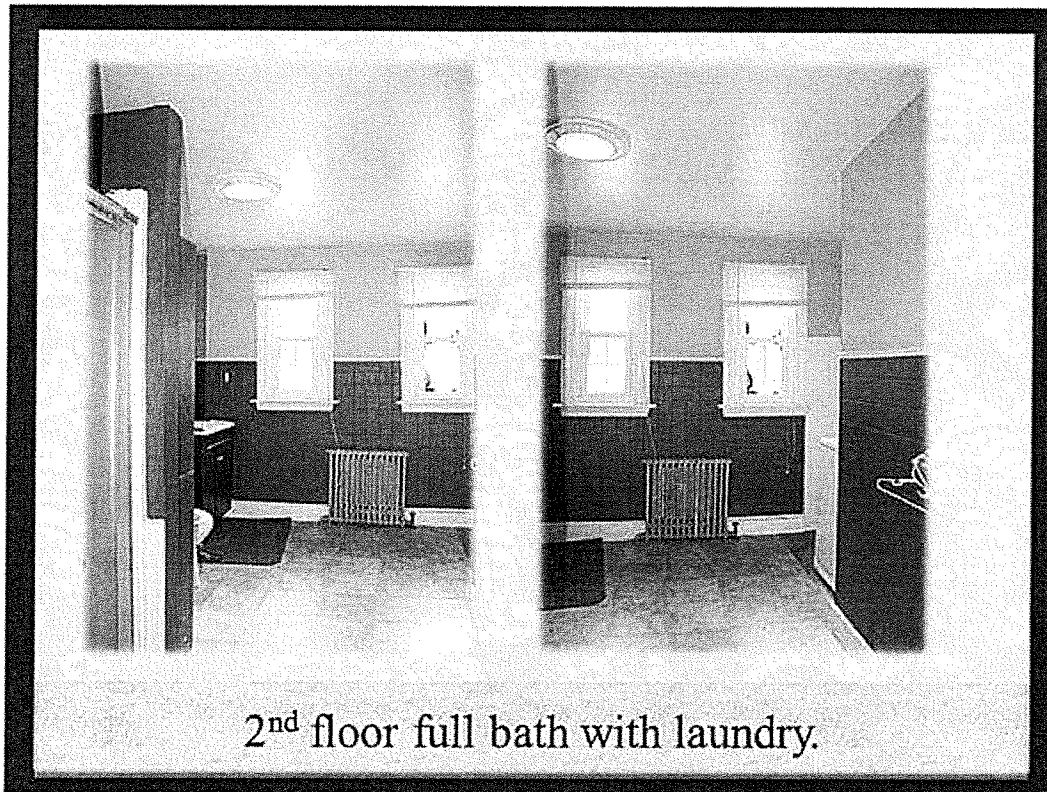


Huge, sunny living room with bay windows!

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Bedroom #5

35115:77/2017 11:40:27 AM

7

QUITCLAIM DEED WITH COVENANT

KNOW ALL PERSONS BY THESE PRESENTS, THAT **Janwillem Musters** of 671 Auburn Street, Portland, Cumberland County, Maine in consideration of One Dollar (\$1.00) and other valuable consideration paid by **Castle Group, LLC**, a Maine limited liability company, the receipt whereof he does hereby acknowledge, does hereby give, grant, bargain, sell and convey, with quitclaim covenant, unto the said **Castle Group, LLC**, its successors and assigns forever, a certain lot or parcel of land with the buildings thereon situated in the City of Portland, County of Cumberland and State of Maine as further described in the attached Exhibit A.

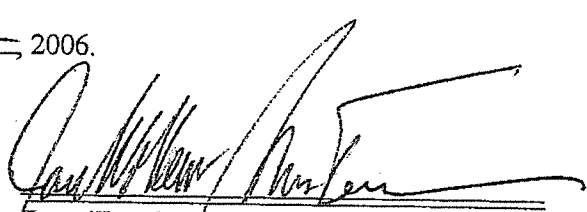
BEING the same premises conveyed to Janwillem Musters by Warranty Deed from Mary K. Burns, dated September 20, 2006, and recorded in the Cumberland County Registry of Deeds.

TO HAVE AND TO HOLD the same, together with all privileges and appurtenances thereunto belonging, to the said **Castle Group, LLC**, its successors and assigns forever.

IN WITNESS WHEREOF, the said **Janwillem Musters** has caused this instrument to be signed this 27 day of September, 2006.

Signed, Sealed and Delivered
in the Presence of:

STATE OF MAINE
Cumberland, ss.


Janwillem Musters

9-27, 2006

Then personally appeared the above named **Janwillem Musters** and acknowledged the foregoing to be his free act and deed.

Before me,

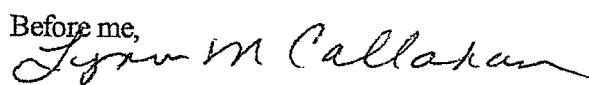

Attorney at Law/Notary Public

EXHIBIT A

Three certain lots or parcels of land situated in the City of Portland, County of Cumberland and State of Maine on the northeasterly side of Forest Avenue and the southeasterly side of Arbutus Road being lots 26, 27 and 28 as shown on plan made for Homestead Village Corporation in August 1941 and recorded in the Cumberland County Registry of Deeds in Plan Book 28, Page 16 to which plan reference is hereby made for a more particular description of said lots.

For title see Deed given by Helen K. Pappas to Mary K. Burns dated February 1, 2001 and recorded in the Cumberland County Registry of Deeds in Book 15997, Page 185.

P-MUSTERS.JAN

Received
Recorded Register of Deeds
Oct 13, 2006 11:17:08A
Cumberland County
John B O'Brien

Intent to Lease

August 17, 2017

Michael J. Tarpinian
Dawn Ouellette, CFO
The Opportunity Alliance
50 Lydia Lane
South Portland, Maine 04106

Re: Letter of Intent to Lease – 1519 Forest Avenue

Dear Mike and Dawn;

This Letter of Intent sets forth the terms and conditions which JanWillem Musters hereinafter referred to as Landlord, is willing to enter into a lease agreement with The Opportunity Alliance hereinafter referred to as Tenant, for the property at the below-referenced building. This is not a binding commitment nor a complete statement of all terms and conditions of the proposed transaction but provides a basis for further negotiations. The terms being offered are as follows:

Tenant:	The Opportunity Alliance
Location:	1519 Forest Avenue, Portland, ME 04103
Space:	Standalone home
Lease Term:	(5) years; to commence October 1, 2017. Rent escalation terms to be negotiated with final Lease.
Option Term:	Additional (5) years
Base Rent:	\$3,553.00 monthly, payable on 1 st of month. Prorated if lease commences other than on 1 st day of month. First month rent payable upon lease signing.
Security Deposit:	Tenant will pay security deposit in the amount one month's rent, \$3,553.00, payment due on or before November 1, 2017.
Real Estate Taxes:	Landlord is responsible for paying all real estate taxes.
Utilities:	Electricity and heat will be paid by the tenant.
Cleaning:	Cleaning is the responsibility of the tenant.
Building & grounds:	Tenant is responsible for general maintenance and normal upkeep to include lawn care and snow removal.
Parking	Parking is available at the property.

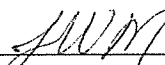
Insurance	Tenant agrees to maintain in full force during the term hereof a policy of public liability and property damage insurance, on an occurrence basis, with a deductible in an amount not to exceed \$10,000.00 under which Tenant is insured, and Landlord is named as an additional insured, in a minimum amount of Two Million Dollars (\$2,000,000.00) for injury or death to anyone person or damage to property, and Three Million Dollars (\$3,000,000.00) for injury to or death of more than one person in a single accident or occurrence, together with an umbrella policy providing additional coverage to Tenant for such matters in an amount not less than Two Million Dollars (\$2,000,000). Such policy or policies shall contain a provision requiring that written notice be given to Landlord not less than ten (10) days prior to cancellation, expiration or alteration of the policy.
Use:	Sheltered Care Group Home for Community-Based Reintegration Program.
Tenant's Responsibility:	Any and all plans or modifications to the building by Tenant will be submitted to Landlord for his approval, not to be unreasonably withheld or delayed.
Landlord's Responsibility	Landlord will work with Tenant with requests for any and all plans or modifications to the building by Tenant, not to be unreasonably withheld or delayed.
Sublease and Agreement:	Yes, subject to Landlord's written approval; such approval not to be unreasonably withheld or delayed.
Rent Commencement:	10/1/2017; If project must be abandoned due to code or zoning prohibitions, Landlord will be notified within 24 hours and rent will be prorated to notification date.
Lease Occupancy Date:	TBD based on City of Portland zoning and code requirements.
Repairs:	Landlord will repair and maintain the roof, structure, and mechanical systems put in place by the Landlord. Though the Landlord will be responsible for the existing mechanical systems, negligence on the tenant's part would put the burden of responsibility on the tenant. Examples of that include but are not limited to these: running out of oil causing furnace problems or clogging the plumbing system somehow. Landlord will be responsible for the replacement of mechanical systems upon expiration of reasonable useful life.
Lease Execution:	Tenant shall provide Landlord with a proposed written lease agreement within <u>thirty</u> (30) business days of the execution of this Letter of Intent. Tenant and Landlord shall execute a binding

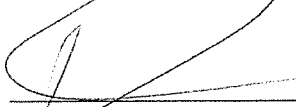
	lease agreement within <u>thirty</u> (30) days of execution of this Letter of Intent.
Early Lease Termination	Lease may be terminated by Tenant upon six (6) months or more written notice to Landlord identifying termination date, such notice to be accompanied by an early termination fee paid to Landlord equal to six (6) months rent.
Board Approval: Binding Effect:	The Letter of Intent and lease are subject to Tenant's Board of Directors' approval
Binding Effect:	This letter is intended to be confirmation of interest between the parties in pursuing negotiations for a definitive agreement based on the terms hereof and, shall not constitute a binding agreement between the parties hereto. No agreement shall be binding unless and until each party has reviewed and approved (in its sole discretion) a definitive written agreement incorporating all the terms, conditions, and obligations of the parties, and has duly executed and delivered such agreement.
Sale of Property	Landlord agrees to grant TOA the first right of refusal on the sale of the property.

Sincerely,

JanWillem Musters
Property Owner

SEEN AND AGREED TO BY:


8/17/17
 LANDLORD: 1519 Forest Avenue, Portland, Maine Date
 BY: JanWillem-Musters
 ITS: Property Owner


8/17/17
 TENANT: The Opportunity Alliance Date
 BY: Michael J. Tarpinian-Dawn Ouellette
 ITS: President-CFO

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JANWILLEM MUSTERS
671 Auburn Street
Portland, Maine 04103

August 17, 2017

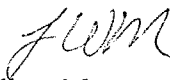
Zoning Board of Appeals
City of Portland
City Hall
Inspections Office, Room 315
389 Congress Street
Portland, Maine 04101

RE: The Opportunity Alliance-Application for Conditional Use Permit, 1519 Forest Avenue

Dear Members of the Zoning Board of Appeals:

I am the owner of the property located at 1519 Forest Avenue, Portland, Maine. I hereby authorize The Opportunity Alliance to represent me as owner and lessor of that property in all matters concerning a Conditional Use Appeal Application for use of the property as a sheltered care group home.

Very truly yours,


Jan Willem Musters



1519 Forest Ave - Conditional Use

