

**City of Augusta**  
**Development Review Application**  
 Bureau of Planning, Department of Development Services

<b>Address of Proposed development:</b> <b>Corner of Civic Center Drive &amp; Gaywalk Street</b>		
<b>Zone(s):</b> <b>CD (Civic Center District)</b>		
<b>Project Name:</b> <b>Connected Credit Union New Facility</b>		
<b>Existing Build (sq. ft.):</b> <b>0 sf</b>	<b>Proposed Building (sq. ft.):</b> <b>3,142 sf footprint</b>	
<b>Existing Impervious (sq. ft.):</b> <b>2,410 sf</b>	<b>Proposed Imperv. (sq. ft.):</b> <b>31,850 sf</b>	
<b>Proposed Total Disturbed Area of the Site:</b> <b><u>61,935 sf</u></b> Proposed disturbance of greater than one acre requires a Chapter 500, Stormwater Management Permit from the Maine Department of Environmental Protection (DEP).		
<b>Owner's Name/Address:</b> <b>Ken Nuzzo &amp; Dale</b> <b>Rodrigue</b> <b>P.O. Box 244</b> <b>Winthrop, ME 04364</b>  <b>Phone #:</b>  <b>Cell #:</b>  <b>e-mail:</b>	<b>Applicant's Name/Address:</b> <b>Connected Credit Union</b> <b>c/o Rick LaChance</b> <b>P.O. Box 1096</b> <b>Augusta, ME 04330</b>  <b>Phone #:</b> <b>623-3857</b>  <b>Cell #:</b>  <b>e-mail:</b> <b><a href="mailto:RLaChance@connectedcreditunion.org">RLaChance@connectedcreditunion.org</a></b>	<b>Consultant's Name/Address:</b> <b>E.S. Coffin Engineering &amp; Surveying c/o Jim Coffin</b> <b>P.O. Box 4687</b> <b>Augusta, ME 04330-1687</b>  <b>Phone #:</b> <b>623-9475</b>  <b>Cell #:</b> <b>242-8500</b>  <b>e-mail:</b> <b><a href="mailto:jcoffin@coffineng.com">jcoffin@coffineng.com</a></b>
<b>Tax Map #:</b> <b>5</b>  <b>Lots #:</b> <b>53B</b>	<b>Lot Size (acres):</b> <b>1.86</b>  <b>Frontage (Feet):</b> <b>330'</b>	<b>Form for Evidence of Standing</b> (deed, purchase and sale agreement, other): <b>Purchase/Sale Agreement</b>
<b>For Staff Use</b> <b>Fee Calculation:</b> Major Development max fee is \$4,000; Minor Development max fee is \$1,000 <b>Major Development:</b> \$2,000 + (number of sq ft over 25,000 x \$0.15) = <b>Minor Development:</b> \$250 + (number of sq ft over 5,000 x \$0.15) = <b>All Development:</b> Number of Abutters x (1oz First Class postage fee + \$0.15) = <b>Total Fee:</b>		
<b>Signatures</b>		
<b>Applicant:</b> <u></u>		<b>Date:</b> <b><u>June 12, 2015</u></b>
<b>Owner:</b> _____		<b>Date:</b> _____
<b>Agent:</b> <u></u>		<b>Date:</b> <b><u>June 12, 2015</u></b>

**Checklist.** The checklist below must be completed by the applicant. The required material or a written waiver request must be provided.

<b>Information Required on Plan(s)</b> See Augusta Land Use Ordinance for greater detail	<b>Included</b>	<b>Waiver Requested</b>
a. Name of Site Plan (Sec 4.5.2.1 of the Land Use Ordinance)	<input checked="" type="checkbox"/>	
b. Owner(s) name and address (4.5.2.2)	<input checked="" type="checkbox"/>	
c. Deed reference to subject parcel (4.5.2.3)	<input checked="" type="checkbox"/>	
d. Engineer's name, address, signature and seal (4.5.2.4)	<input checked="" type="checkbox"/>	
e. Surveyor's name, address, signature and seal (4.5.2.5)	<input checked="" type="checkbox"/>	
f. Scale, both in graphic and written form (4.5.2.6)	<input checked="" type="checkbox"/>	
g. Date and Revision box (4.5.2.7)	<input checked="" type="checkbox"/>	
h. Zoning designation(s) (4.5.2.8)	<input checked="" type="checkbox"/>	
i. North Arrow (true and magnetic, dated or grid) (4.5.2.9)	<input checked="" type="checkbox"/>	
j. Ownership, location and present use of abutting land (4.5.2.11)	<input checked="" type="checkbox"/>	
k. Location map (4.5.2.12)	<input checked="" type="checkbox"/>	
l. Streets, existing & proposed, with curve data (4.5.2.13 & 4.6.2.5)	<input checked="" type="checkbox"/>	
m. Drainage and erosion control (4.5.2.14)	<input checked="" type="checkbox"/>	
n. Utilities, existing and proposed (4.5.2.15)	<input checked="" type="checkbox"/>	
o. Topography, 2 foot contours (4.5.2.16)	<input checked="" type="checkbox"/>	
p. Parcel boundaries and dimensions (4.5.2.17)	<input checked="" type="checkbox"/>	
q. Proposed Use of the property (4.5.2.18)	<input checked="" type="checkbox"/>	
r. Proposed public or common areas (4.5.2.19)	<input checked="" type="checkbox"/>	
s. Boundary Survey and associated information (4.5.2.20)	<input checked="" type="checkbox"/>	
t. Traffic controls, off-street parking and facilities (4.5.2.21)	<input checked="" type="checkbox"/>	
u. Proposed fire protection plans or needs (4.5.2.22)	<input checked="" type="checkbox"/>	
v. Landscaping and buffering (4.5.2.23)	<input checked="" type="checkbox"/>	
w. Outdoor lighting plan (4.5.2.24)	<input checked="" type="checkbox"/>	
x. Freshwater wetlands (4.4.1.14)	<input checked="" type="checkbox"/>	
y. River, stream or brook (4.4.1.15)	<input checked="" type="checkbox"/>	
<b>Information Required in Written Project Narrative</b> See Augusta Land Use Ordinance for greater detail	<b>Included</b>	<b>Waiver Requested</b>
a. Pollution – Undue water or air pollution (4.4.1.1)	<input checked="" type="checkbox"/>	
b. Water – Sufficient potable water (4.4.1.2)	<input checked="" type="checkbox"/>	
c. Municipal Water – is there adequate supply (4.4.1.3)	<input checked="" type="checkbox"/>	
d. Soil Erosion – unreasonable soil erosion (4.4.1.4)	<input checked="" type="checkbox"/>	
e. Road congestion and safety (4.4.1.5 & 4.5.2.21)	<input checked="" type="checkbox"/>	
f. Sewage waste disposal – adequate provisions (4.4.1.6)	<input checked="" type="checkbox"/>	
g. Solid waste – adequate provisions (4.4.1.7)	<input checked="" type="checkbox"/>	
h. Aesthetic, cultural, and natural values (4.4.1.8)	<input checked="" type="checkbox"/>	
i. Conformity with city ordinances and plans (4.4.1.9)	<input checked="" type="checkbox"/>	
j. Financial and technical ability (4.4.1.10)	<input checked="" type="checkbox"/>	
k. Surface water, shoreland, outstanding rivers (4.4.1.11)	<input checked="" type="checkbox"/>	
l. Ground water – negative impact (4.4.1.12)	<input checked="" type="checkbox"/>	
m. Flood areas (4.4.1.13)	<input checked="" type="checkbox"/>	
n. Freshwater wetlands – description of impact (4.4.1.14)	<input checked="" type="checkbox"/>	
o. Stormwater – management plans (4.4.1.16)	<input checked="" type="checkbox"/>	
p. Access to direct sunlight (4.4.1.17)	<input checked="" type="checkbox"/>	
q. State Permits – description of requirements (4.4.1.18)	<input checked="" type="checkbox"/>	
r. Outdoor lighting – description of lighting plans (4.4.1.20)	<input checked="" type="checkbox"/>	

<b>Additional Information Required in Written Narrative</b> See Augusta Land Use Ordinance for greater detail		
<b>Where the items below duplicate the items above, identical responses are permitted and encouraged.</b>	<b>Included</b>	<b>Waiver Requested</b>
s. Neighborhood Compatibility – description per ordinance (6.3.4.1)	<input checked="" type="checkbox"/>	
t. Compliance with Plans and Policies (6.3.4.2)	<input checked="" type="checkbox"/>	
u. Traffic Pattern, Flow, and Volume analysis (6.3.4.3)	<input checked="" type="checkbox"/>	
v. Public facilities – Utilities including stormwater (6.3.4.4)	<input checked="" type="checkbox"/>	
w. Resource protection and the environment (6.3.4.5)	<input checked="" type="checkbox"/>	
x. Performance Standards (6.3.4.6)	<input checked="" type="checkbox"/>	
y. Financial and Technical Ability (6.3.4.7)	<input checked="" type="checkbox"/>	

### **Application Materials**

The application materials that are required for a complete application are listed below:

<b>Paper Copies</b>	<b>Included</b>	<b>Waiver Requested</b>
10 copies of the application form and narrative	<input checked="" type="checkbox"/>	
10 copies of the deed, Purchase & Sale agreement, or other document to show standing	<input checked="" type="checkbox"/>	
3 copies of any stormwater report	<input checked="" type="checkbox"/>	
2 copies of any traffic report	<input checked="" type="checkbox"/>	
6 reduced-sized copies of the complete plan set on 11" x 17" size paper	<input checked="" type="checkbox"/>	
4 full-sized copies of the complete plan set on ANSI D or E size paper	<input checked="" type="checkbox"/>	
10 copies of a letter authorizing the agent to represent the applicant	<input checked="" type="checkbox"/>	
Payment in full of application fee (Note: an abutter notification fee will be assessed after the application is determined to be complete. The fee is \$0.15 plus the cost of first class postage for each abutter that will be notified as required by the ordinance.)	<input checked="" type="checkbox"/>	
<b>Electronic Copy</b>		
1 CD that includes each of the application documents in Adobe PDF format	<input checked="" type="checkbox"/>	

<b>For Official Use:</b>		
<input type="checkbox"/> \$ _____ <b>Application</b> Fee Paid.	Received By (Initials): _____	Date: _____
<input type="checkbox"/> \$ _____ <b>Abutter</b> Notification Fee Paid.	Received By (Initials): _____	Date: _____

432 Cony Road  
P.O. Box 4687  
Augusta, ME 04330



(207) 623-9475  
Fax (207) 623-0016  
1-800-244-9475

June 12, 2015

City of Augusta  
Matt Nazar (Planner)  
One City Center  
Augusta, Maine 04330

Subject: Connected Credit Union  
Civic Center Drive  
Augusta, Maine

Dear Matt:

Connected Credit Union, herein called the applicant, is proposing to erect a branch at the southeast corner of Civic Center Drive and Gaywalk Street. The applicant has a purchase/sale agreement for the parcel identified as Lot 53B on Tax Map 5 in the City of Augusta tax maps. The 1.86 acre parcel is located in the Civic Center District (CD) as shown in the City of Augusta zoning maps. The proposed credit union and associated parking is shown on the attached Site Plan (C-1) and the following information is required per the Development Review Application:

- A. The proposed development will not result in undue water or air pollution. In making this determination, the following shall needs to be considered:
  1. The elevation of the land above sea level and its relation to the floodplain,  
**The project is not within the 100-year flood elevation and this section is not applicable.**
  2. The nature of the soils and subsoils and their ability to adequately support waste disposal,  
**The project will connect to the sewer system that extends in front of the site along Civic Center Drive.**
  3. The slope of the land and its effect upon effluents,  
**The project will connect to the sewer system along Civic Center Drive and this section is not applicable.**
  4. The availability of streams for disposal of effluents;  
**The project will connect to the sewer system along Civic Center Drive and this section is not applicable.**
  5. The applicable state and local health and water resources rules and regulations.  
**The project will connect to the sewer system along Civic Center Drive and this section is not applicable.**

- B. The proposed development has sufficient water available for the reasonable needs of the development.

**The credit union will connect into the existing water main along Civic center Drive and a letter has been sent to the Greater Augusta Utility District (GAUD) asking if there is sufficient water available for the project.**

- C. The proposed development will not cause an unreasonable burden on an existing water supply.

**A letter has been sent to the Greater Augusta Utility District (GAUD) asking if the existing water main can handle the increase in flow that the project will produce.**

- D. The proposed development will not cause unreasonable soil erosion, unmitigated stormwater runoff, or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results.

**A detention pond will be implemented along the west side of the site to provide stormwater detention for the project. A stormwater report is included verifying that post-development flows are less than or equal to pre-development flows.**

- E. The proposed development will not cause unreasonable highway or public road congestion or unsafe intersections or other conditions with respect to the use of the highways or public roads existing or proposed.

**A Traffic and Parking Impact Letter will be submitted from Millone and MacBroom in the near future.**

- F. The proposed development will provide for adequate sewage waste disposal and will not cause an unreasonable burden on municipal services if they are used.

**The project will connect to the sewer system along Civic Center Drive and a letter has been sent to the GAUD asking if the project will cause any issues with the sewer system.**

- G. The proposed development will not cause an unreasonable burden on the town's ability to dispose of solid waste, if Town services are used.

**A letter has been sent to Leslie Jones asking if the proposed project will create a burden at the Hatch Hill Land Fill.**

- H. The proposed development will not have an undue adverse effect on the scenic or natural beauty of the area, aesthetics, historic sites, archeological sites, significant wildlife habitat as identified by the Department of Inland Fisheries and Wildlife or the Town, or rare and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.

**A letter has been sent to the Maine Historical Preservation Committee asking if there are historical or archeological sites are located within the area of the site. A letter has been sent to the Maine Department of Inland Fisheries and Wildlife asking if there will be an undue adverse effect to significant wildlife habitat. A letter has been sent to the Department of Conservation asking if there are rare botanical features within the project area.**

- I. The proposed development conforms to all applicable standards and requirements of this Ordinance, the comprehensive plan, and other local ordinances. In making this determination, the Planning Board may interpret these ordinances and plans.  
**The proposed development will conform to the comprehensive plan and land-use ordinance.**
- J. The developer has adequate financial and technical capacity to meet all the Review Criteria and the standards and requirements contained in this Ordinance.  
**The applicant has provided a letter indicating that they have adequate financing to complete the project.**
- K. Whenever situated entirely or partially within the watershed of any pond or lake or within 250 feet of any wetland, great pond or river as defined in Title 38, Chapter 3, Subchapter 1, Article 2-B, the proposed development will not adversely affect the quality of that body of water or unreasonably affect the shoreline of that body of water.  
**The project will not impact any wetlands as a result of the project. There is a stream along the west side of the project and since there will be impacts within 75' of it a Permit By Rule (PBR) application is being filed with the DEP.**
- L. The proposed development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water.  
**The project will connect to the public water system and will not affect the quantity or quality of groundwater.**
- M. Based on Federal Emergency Management Agency's Flood Boundary and floodway Maps and Flood Insurance Rate Maps, and information presented by the applicant whether the development is in a flood-prone area. If the development, or any part of it, is in such an area, the developer shall determine the 100-year flood elevation and flood hazard boundary within the development. The proposed plan must include a condition of plan approval requiring that principal structures in the subdivision will be constructed with the lowest floor, including the basement, at least one foot above the 100-year flood elevation.  
**The proposed project is not within the 100-year flood elevation and therefore this section is not applicable.**
- N. All fresh water wetlands within the proposed development have been identified and delineated on any maps submitted as part of the application, regardless of the size of these wetlands. All wetlands shall be preserved to the greatest extent practicable.  
**No wetlands will be impacted as a result of the project.**
- O. The proposed development will provide for adequate storm water management.  
**A detention pond will be implemented along the west side of the site to provide stormwater detention for the project. A stormwater report is included verifying that post-development flows are less than or equal to pre-development flows.**

- P. Access to direct sunlight: The Planning Board may, to protect and ensure access to direct sunlight for solar energy systems, prohibit, restrict or control development.  
**The new credit union will be a maximum of 36'-6" high and will not impair access to direct sunlight.**
- Q. Title 38 M.R.S.A. as amended, Section 484, Standards for Development; Chapter 371, Definition of Terms used in the Site Location of Development Law and Regulations.  
**This section is not applicable.**
- R. All outdoor lighting shall be of a design and construction that prevents light trespass beyond the boundaries of the property on which it is located.  
**The proposed exterior lights will be full cutoff and a photometric plan is included with this application.**

The proposed development complies with the City of Augusta's review criteria and should you have any questions or concerns please do not hesitate to contact me at 623-9475.

Respectfully submitted,



James E. Coffin, PE

432 Cony Road  
P.O. Box 4687  
Augusta, ME 04330



(207) 623-9475  
Fax (207) 623-0016  
1-800-244-9475

June 12, 2015

City of Augusta  
Attn: Matt Nazar  
City Planner  
One City Center  
Augusta, Maine 04330

Subject: Connected Credit Union  
Civic Center Drive  
Augusta, Maine

Dear Matt:

I have researched the proposed development located at the southeast corner of Civic Center Drive and Gaywalk Street for **Connected Credit Union**, herein called the applicant in regard to neighborhood compatibility per the City of Augusta Land Use Ordinance section 6.3.4 (SITE PLAN REVIEW CRITERIA APPLICABLE TO MAJOR DEVELOPMENTS). [We understand that the intent of the section is to encourage the applicant to design the proposal in consideration of the physical impact it will have on the immediate neighborhood within 500 feet.] Each item is addressed below:

S) NEIGHBORHOOD COMPATIBILITY:

a) Is the proposal compatible with and sensitive to the character of the site and neighborhood relative to:

i) Land uses:

**The project is within the Civic Center District and credit unions are a permitted use within the district. There aren't any residential homes within 1,000' of the proposed development.**

ii) Architectural design:

**Building elevations and floor plans are included with the submission depicting the proposed wood framed building.**

iii) Scale, bulk and building height:

**The proposed credit union will have an area of 3,045 sf on the first floor, 1,982 sf on the second floor and 1,880 sf in the basement. The maximum building height is 36'-6" and there are two drive-up lanes along the east side of the building.**

iv) Identity and historical character:

**A letter has been sent to the Maine Historical Society asking if there are any historical sites within the development.**

v) Disposition and orientation of buildings on the lot:

**The proposed credit union is over 175' from Civic Center Drive and over 140' from Gaywalk Street. The front of the building is oriented in a southwest direction.**

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vi) Visual integrity:

**The proposed credit union will be two stories in height with a large tower facing Civic Center Drive to break up the building. There are multiple roof lines with a large amount of windows as well.**

- b) Are the elements of the site plan designed and arranged to maximize the opportunity for privacy by the residents of the immediate area?

**As mentioned there are no residential homes within 1,000 feet. The proposed parking lot areas will be landscaped utilizing bufferyard "A" as described in the Land Use Ordinance (LUO).**

- c) Will the proposal maintain safe and healthful conditions within the neighborhood?

**As mentioned there are no residential homes within 1,000 feet and the project will not result in unsafe or unhealthy conditions within the neighborhood.**

- d) Will the proposal have a significant detrimental effect on the value of adjacent properties?

**The Civic Center Drive arterial has seen significant development over the last 10 years and this parcel has never been developed. This project should only enhance property values in the immediate area.**

T) PLANS AND POLICIES:

- a) Is the proposal in accordance with the adopted elements of the 1988 Growth Management Plan?

**The project complies with the 1988 Growth Management Plan.**

U) TRAFFIC PATTERN, FLOW AND VOLUME:

- a) Is the proposal designed so that the additional traffic generated does not have a significant negative impact on surrounding neighborhood?

**A Traffic and Parking Impact Letter will be submitted in the next few days from Milone & MacBroom.**

- b) Will safe access be assured by providing proper sight distance and minimum width curb cuts for safe entering and exiting? See City of Augusta Technical Standards Handbook.

**The existing entrance/exit to the site will be less than 3% for the first 75' and then climb to 8% before entering the parking areas. There is adequate sight distance in each direction along Civic Center Drive and the radii into the site conform to the Technical Standards.**

- c) Does the proposal provide access for emergency vehicles and for persons attempting to render emergency services?

**The proposed site layout allows emergency vehicles to enter from Civic Center Drive or Gaywalk Street and maneuver throughout the site to be able to render emergency services as needed.**

- (d) Does the entrance and parking system provide for the smooth and convenient movement of vehicles both on and off the site? Does the proposal satisfy the parking capacity requirements of the city and provide adequate space suited to the loading and unloading of persons, materials and goods?

**The credit union site layout provides smooth access throughout the site with adequate parking available.**

V) PUBLIC FACILITIES:

- a) Water Supply:

**A letter has been sent to the Greater Augusta Utility District (GAUD) asking if there is sufficient water available for the project.**

- b) Sanitary Sewer:

**A letter has been sent to the Greater Augusta Utility District (GAUD) asking if there is sufficient sewage capacity available for the project.**

- c) Electricity/Telephone:

**Electricity and telecom lines are being stubbed in from an existing utility pole along Gaywalk Street.**

- d) Storm Drainage:

**A detention pond will be implemented along the west side of the site to provide stormwater detention for the project. A stormwater report is included verifying that post-development flows are less than or equal to pre-development flows.**

W) RESOURCE PROTECTION AND ENVIRONMENT:

- a) If the proposal contains known sensitive areas such as erodible or shallow soils, wetlands, aquifers, aquifer recharge areas, floodplain or steep slopes (over fifteen (15) percent, what special engineering precautions will be taken to overcome these limitations?

**No wetlands will be impacted as a result of the project. No special engineering precautions are needed for the project as the top of the hill will be removed to alleviate the steep incline.**

- b) Does the proposal conform to applicable local, State DEP and Federal EPA air quality standards including but not limited to odor, dust, fumes or gases which are noxious, toxic or corrosive, suspended solid or liquid particles, or any air contaminant which may obscure an observer's vision?

**No State DEP or Federal EPA permits are needed in regard to air quality standards as a result of the project. There may be some dust during construction, but the contractor must provide dust control in the event that this becomes problematic.**

- c) Does the proposal conform to applicable local, State DEP and Federal EPA water quality standards, including but not limited to erosion and sedimentation, runoff control, and solid wastes and hazardous substances?

**A DEP stormwater permit is not needed as there is less than one acre of new impervious surfaces associated with the project. The project does conform to the City's Land Use Ordinance in regard to stormwater quantity as well. All pertinent erosion and sedimentation control devices are depicted on the Site Plan (C-1).**

- d) Will all sewage and industrial wastes be treated and disposed of in such a manner as to comply with applicable federal, state and local standards?

**The project will utilize the public sewer system along Civic Center Drive and a letter has been sent to the GAUD asking if the project will cause any issues with the sewer system.**

- e) Shoreland and Wetland Districts:

**As previously mentioned there will not be any wetland impacts associated with the project.**

X) PERFORMANCE STANDARDS:

- a) Does the proposal comply with all applicable performance and dimensional standards as outlined in this ordinance?

**The proposed development conforms to the Land Use Ordinance in regard to performance and dimensional standards.**

- b) Can the proposed land use be conducted so that noise generated shall not exceed the performance levels specified in the performance standards section of this ordinance? Detailed plans for the elimination of objectionable noises may be required before the issuance of a building permit.

**There will not be an issue with noise with the exception of construction vehicles during construction of the facility.**

- c) If the proposal involves intense glare or heat, whether direct or reflected, is the operation conducted within an enclosed building or with other effective screening in such a manner as to make such glare or heat completely imperceptible from any point along the property line? Detailed plans for the elimination of intense glare or heat may be required before issuance of a building permit. Temporary construction is excluded from this criterion.

**The project incorporates bufferyard "A" along all proposed parking areas. The project will not result in intense glare or heat when completed.**

- d) Is the exterior lighting, except for overhead street lighting and emergency warning or traffic signals, installed in such a manner that the light source will be sufficiently obscured to prevent excessive glare on public streets and walkways or into any residential area?

**The proposed full cutoff lights will provide adequate light for the facility and a photometric plan has been included indicating light spillage for the project.**

- e) Does the landscaping screen the parking areas, loading areas, trash containers, outside storage areas, blank walls or fences and other areas of low visual interest from roadways, residences, public open space (parks) and public view?

**The new credit union will have a dumpster, which will be enclosed with a 6' high stockade fence as shown on the Site Plan (C-1). The project incorporates bufferyard "A" along all proposed parking areas.**

- f) Are all the signs in the proposal in compliance with provisions of this ordinance?

**All proposed signs will comply with the LUO.**

Y) FINANCIAL AND TECHNICAL ABILITY:

- a) **E.S. Coffin Engineering & Surveying has the technical ability to meet the terms of the Ordinance.**
- b) **A letter from Connected Credit Union is included stating that the applicant has adequate financing to complete the project is included.**

The proposed project meets the requirements of land use ordinance and if you should have any questions or concerns, please do not hesitate to contact me at 623-9475.

Sincerely,

A handwritten signature in black ink that reads "James Coffin". The signature is written in a cursive, flowing style.

James E. Coffin, P.E.



connectedcreditunion.org

June 05, 2015

Mr. James Coffin, P.E.  
E.S. Coffin Engineering & Surveying, LLC.  
432 Cony Road  
P.O. Box 4687  
Augusta, Maine 04330

Subject: Agent Authorization  
Planning Board & DEP Submissions

Dear Mr. Coffin

The intent of this letter is to authorize E.S. Coffin Engineering & Surveying, Inc. to act as our agent in submitting applications and answering questions regarding the City of Augusta Planning Board and Department of Environmental Protection (DEP) applications as needed. The applications are for Connected Credit Union and their proposed facility at the corner of Civic Center Drive and Gaywalk Street in Augusta, Maine.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Lachance", with a long, sweeping horizontal stroke at the end.

Rick Lachance,  
President, Connected Credit Union

PO Box 1096  
15 University Drive  
Augusta, ME 04332  
800.464.3773

**OFFER TO PURCHASE  
&  
PURCHASE AND SALE AGREEMENT**

THIS OFFER TO PURCHASE & PURCHASE AND SALE AGREEMENT (the "Agreement"), made this 4<sup>th</sup> day of February, 2015 (the "Contract Date"), is by and between **DALE L. RODRIGUE** and **KENNETH F. NUZZO**, both of Winthrop, Maine (hereinafter collectively "Seller"), and **CONNECTED CREDIT UNION**, a credit union organized under the laws of the State of Maine, having a place of business in Augusta, Maine, or its subsidiary nominee (hereinafter "Buyer").

WHEREAS, Seller is the owner of land located on Civic Center Drive in Augusta, County of Kennebec, State of Maine; and

WHEREAS, Buyer is desirous of purchasing Seller's land;

NOW THEREFORE, Buyer makes Seller the following offer to purchase Seller's land for the sum, and upon the conditions set forth hereinafter, which offer, shall remain open until Feb. 5<sup>th</sup> 2015, at 4:00 p.m., following which time if not accepted by Seller, Buyer's offer to purchase shall terminate. In the event Seller shall accept Buyer's offer, Buyer and Seller's signatures below shall bind Seller and Buyer to the terms and conditions hereinafter set forth.

**1. Purchase and Sale of Property.**

Subject to the terms and conditions set forth herein, Seller hereby agrees to sell and convey to Buyer and Buyer hereby agrees to purchase from Seller and pay for the following described property owned by Seller:

The land located on Civic Center Drive in Augusta, County of Kennebec, State of Maine, being approximately 1.86 +/- acres in size and being described in a deed to Seller recorded in the Kennebec County Registry of Deeds in Book 6017 Page 143 (the "Real Property").

**2. Purchase Price.**

The purchase price for the Real Property shall be Four Hundred Twenty Five Thousand and 00/100 Dollars (\$425,000.00) (the "Purchase Price") and shall be payable as follows:

- (a) A total of Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit") shall be delivered to Daniel S. Peterson, Esquire, counsel for Seller ("Escrow Agent") upon execution of the Agreement and applied against the Purchase Price. The Deposit shall be returned to Buyer if: (i) Buyer chooses to terminate this Agreement during the Inspection Period or during the initial Permitting Period, as

said periods are defined below; or (ii) Seller defaults under the Agreement. Otherwise, the Deposit shall be nonrefundable.

- (b) The balance of the funds shall be payable by certified check or wire at the Closing.

**3. Seller's Representations and Warranties.**

- (a) Seller shall convey the Real Property to Buyer by good and sufficient Warranty Deed (the "Deed"). Title to the Real Property shall be good and marketable and shall be free and clear of all liens and encumbrances except (i) zoning restrictions and land use matters; (ii) current taxes and assessments; and (iii) any "Defects of Title" (as defined below) accepted or waived by Buyer pursuant to Section 4(d).
- (b) Seller has the requisite power and authority to execute and deliver this Agreement and to consummate the transaction.
- (c) The execution, delivery and performance of this Agreement by Seller have been duly authorized by all necessary action, and this Agreement constitutes a binding contract which is enforceable against Seller in accordance with its terms.
- (d) The execution, delivery and performance of this Agreement by Seller does not and will not conflict with or result in a breach of or contravene any federal, state or local laws, contravene any judicial or administrative order, judgment or decree specific to Seller, or require the authorization, consent, approval or license of any third party other than the authorizations, consents, approvals and licenses that are to be delivered by Seller to Buyer at or prior to the Closing.
- (e) Seller hereby certifies that Seller is a resident of the State of Maine. Seller hereby acknowledges Buyer's requirement to withhold 2 1/2% of the purchase price pursuant to 36 M.R.S.A. §5250-A if Seller is not a resident of the State of Maine, unless Seller presents to Buyer at the Closing a Certificate of Exemption or Certificate of Reduction from the State of Maine Bureau of Taxation.
- (f) Seller is not a "foreign person" within the meaning of Section 1445, et seq, of the Internal Revenue Code of 1986, as amended, or any regulations promulgated thereunder.
- (g) Seller represents and warrants that, to its knowledge, there are no hazardous or toxic waste, substance, matter or material, as those terms may be defined from time to time by applicable state, local and federal law, which have been discharged upon or are stored or otherwise located on the Real Property. In the event any such waste, substance, matter or material is discovered at the Real Property any time prior to the Closing, Buyer may, at its option, terminate this Agreement by written notice to Seller, whereupon Seller shall return all sums paid

hereunder by Buyer and the parties shall be relieved of all further obligations hereunder.

- (h) Seller represents and warrants that it shall properly dispose of all storage tanks located at (or, to the knowledge of Seller, adjacent to) the Real Property. The term “storage tanks” shall mean any containers, tanks, or facilities of whatever kind, nature or description, previously or presently used or capable of being used to hold any type of hazardous material, oil or other petroleum products, liquid petroleum gas, propane or other fuel, and which are located either above or below ground level.
- (i) Seller has no notice or knowledge of any special assessments having been made against the Real Property, and to Seller’s knowledge there are no public improvements which have been planned, commenced or completed which would result in a special assessment against the Real Property.
- (j) Seller has no notice or knowledge of any claims, demands, litigation, proceedings or governmental investigations pending or threatened against or related to the Real Property, which claim, demand, litigation, proceeding or governmental investigation could result in any judgment, order, decree or settlement which would adversely affect the Real Property.
- (k) Seller agrees, within ten (10) days after the Contract Date, to furnish Buyer with copies of all title and environmental, insurance policies, site and subdivision plans and surveys, and engineering, traffic and environmental studies, if any, prepared for Seller or in Seller’s possession that relate to the Real Property.

**4. Buyer’s Contingencies.**

- (a) Buyer shall have forty-five (45) days from the Contract Date to conduct, at its sole expense, such inspections, surveys, assessments and examinations of and related to the Real Property (collectively, the “Inspection Period”), as it may deem appropriate in its sole discretion.
- (b) Buyer shall have one hundred thirty (130) days from the Contract Date to obtain written permits and approvals from the City of Augusta verifying that the Real Property can be developed and used as intended by Buyer (collectively, the “Permitting Period”). Necessary permits and approvals set forth hereinabove shall include without limitation, if and as necessary, approvals satisfactory to Buyer in its sole discretion from the (i) Maine Department of Environmental Protection Site Location Development approval; (ii) Maine Department of Transportation Traffic Movement Permit; and (iii) City of Augusta.
- (c) Buyer may extend the Permitting Period twice, each time for an additional forty-five (45) days, provided, however, that Buyer shall pay an additional Five

Thousand and 00/100 Dollars (\$5,000.00) to the Escrow Agent before the expiration of the Permitting Period (as the same may have been previously extended) for each such extension (the "Extension Payments"). Such Extension Payments shall be credited towards the Purchase Price at the Closing but shall otherwise be non-refundable, except in the event of the Seller's Default as defined below, or discovery of hazardous or toxic waste at the Real Property as set forth in Section 3(f) above.

- (d) Should Buyer discover any items during the Inspection Period that are not satisfactory to it in its sole discretion, including without limitation any title defects ("Defects of Title"), or if Buyer shall fail to obtain all necessary permits as described in part (b) above during the Permitting Period, Buyer may either (i) terminate this Agreement, in which case both parties shall be released from their obligations hereunder and, provided the notice of termination is given to Seller either during the Inspection Period or the initial one hundred thirty (130) day Permitting Period, the Deposit shall be immediately returned to Buyer; or (ii) consummate the purchase of the Real Property in accordance with this Agreement unless otherwise agreed between Seller and Buyer.

**5. Closing.**

The Closing shall take place ten (10) days after the expiration of the Permitting Period, as the same may have been extended under Section 4(c) of the Agreement, at the offices of Norman, Hanson & DeTroy, LLC or at such other place as shall be mutually agreed to by Buyer and Seller, unless extended as provided herein.

**6. Risk of Loss.**

The risk of loss until the Closing shall be borne by Seller.

**7. Default.**

- (a) If Buyer fails to perform its obligations as set forth in this Agreement (collectively, the "Default"), and if Seller is not in default hereunder, then Seller's sole remedy shall be limited to the retention of the Deposit and Extension Payments, if and to the extent they have been paid by Buyer as of the date of the Default.
- (b) If Seller fails to perform its obligations as set forth in this Agreement (collectively, the "Default"), and if Buyer is not then in default hereunder, Buyer shall be entitled to receive back the Deposit and Extension Payments, if and to the extent they have been paid by Buyer as of the date of the Default.
- (c) In the event of the Default, this Agreement shall be deemed terminated and all obligations of the parties hereunder shall cease and neither party shall have any

claim against the other by reason of this Agreement, except with respect to any provision hereof that expressly survives the termination of this Agreement. The parties' respective obligations under Sections 7 and 10 shall survive the termination of this Agreement.

**8. Brokers.** Seller and Buyer both warrant and represent that they have not dealt with any broker, and agree to indemnify each other for any loss, cost or expense arising out of any misrepresentation under this paragraph.

**9. Notices.** All notices, demands or other communications made pursuant to this Agreement shall be in writing and shall be either hand delivered or sent by certified or registered mail, return receipt requested. Such notice shall be deemed effective upon the earlier of (a) actual receipt or (b) two days following its deposit in the United States mail, postage prepaid, and addressed as follows:

If intended to Seller, to: Dale L. Rodrigue  
Kenneth F. Nuzzo  
58 State St.  
Augusta, ME 04330

with a copy to: Daniel S. Peterson, Esquire  
116 State St.  
Augusta, ME 04330

If intended to Buyer, to: Connected Credit Union  
15 University Drive  
P.O. Box 1096  
Augusta, ME 04332-1096  
Attn: Richard Lachance, CEO

with a copy to: Norman, Hanson & DeTroy, LLC  
100 Lisbon Street  
P.O. Box 7230  
Lewiston, Maine 04243-7230  
Attn: Roderick R. Rovzar, Esq.

**10. Confidentiality.** Neither party shall disclose the terms of this Agreement to any third party (other than disclosures by a party to its directors, officers, consultants, financial advisors, accountants or attorneys on a privileged and confidential basis) without the express prior written approval of the other party.

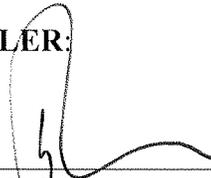
**11. Miscellaneous.**

- (a) Seller and Buyer shall prorate as of the date of the Closing: (a) real estate taxes and assessments assessed against the Real Property for the tax year in which the Closing occurs (Seller is responsible for any unpaid real estate taxes for prior years); and (b) except to the extent previously paid by Buyer, charges for any utility services provided to the Real Property.
- (b) Seller and Buyer shall each pay their portion of the Maine State Transfer Tax.
- (c) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and permitted assigns.
- (d) It is understood and agreed that all understandings, agreements, warranties or representations, either oral or in writing, including without limitation any letters of intent or prior agreements, heretofore between the parties hereto are merged in and superseded by this Agreement, which document alone fully and completely expresses the parties' agreement with respect to the transactions covered thereby. This Agreement may not be modified in any manner except by a subsequent instrument in writing signed by Seller and Buyer.
- (e) If the date for performance of any obligation hereunder, or the giving of any notice hereunder, falls on a Saturday, Sunday or a legal holiday in the State of Maine, the period for such performance, or the giving of any notice hereunder, shall be extended to the next business day.
- (f) This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Maine.
- (g) This Agreement may be signed in counterparts.
- (h) Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument as of the date set forth below their respective signatures, to be effective as of the Contract Date.

Date: February 04, 2015

**SELLER:**

  
\_\_\_\_\_  
Dale L. Rodrigue

Date: February 04, 2015

  
\_\_\_\_\_  
Kenneth F. Nuzzo

**BUYER:** CONNECTED CREDIT UNION

Date: February 04, 2015

By:   
Richard Lachance  
Its: Chief Executive Officer

2706795\_1.DOC

**TRANSFER  
TAX  
PAID**

**WARRANTY DEED  
022837**

**D.J.M. AND ASSOCIATES**, a New Hampshire general partnership, of Brattleboro, Vermont, for consideration paid, grants to **KENNETH F. NUZZO** and **DALE L. RODRIGUE**, whose mailing address is 45 Bangor Street, Augusta, Maine 04330, with **WARRANTY COVENANTS** as equal tenants-in-common, a certain lot or parcel of land situated in Augusta, Kennebec County, Maine described as follows:

Beginning at an iron pin at the intersection of the easterly sideline of Civic Center Drive and the southerly sideline of Gaywalk Street; thence  $S73^{\circ}-43'-11''E$  along Gaywalk Street a distance of 111.85' to an iron pin at the northwest corner of land now or formerly of Augusta Water District (Book 1573, Page 718); thence  $S18^{\circ}-35'-21''W$  along Augusta Water District property - 74.93' to an iron pin at the southwest corner of Augusta Water District property; thence  $S73^{\circ}-49'-43''E$  along said Water District - 75.20' to an iron pin at the southeast corner of said Augusta Water District property; thence  $N18^{\circ}-29'-58''E$  along said Water District Property - 74.78' to an iron pin at the Northeast corner of said District and on the southerly sideline of Gaywalk Street; thence  $S73^{\circ}-43'-11''E$  along said Gaywalk Street - 40.00' to an iron pin on the westerly line of land now or formerly DJ Wholesale Building Materials Distributors, Inc. (Book 3330, Page 330); thence  $S05^{\circ}-06'-48''W$  along land of DJ Wholesale Building Materials Distributors, Inc. - 330.00' to an iron pin; thence  $N74^{\circ}-50'-57''W$  along other lands of D.J.M. and Associates - 303.89' to an iron pin set on the easterly sideline of Civic Center Drive; thence  $N18^{\circ}-32'-11''E$  along Civic Center Drive - 219.01' to a stone monument found; thence  $N18^{\circ}-32'-11''E$  continuing along Civic Center Drive - 110.99' to the point of beginning, containing 1.86 acres or 81168 sq. ft.

Subject to rights and easements as granted to the Augusta Water District in Book 1573, Page 720, to the Augusta Sanitary District in Book 2871, Page 148, to the State of Maine in Book 1782, Page 249, and to Central Maine Power Company in Book 1565, Page 333 to the extent they affect the premises.

Meaning and intending to convey a portion of the premises described in Deed of Allie A. Walker, et al. recorded in the Kennebec County Registry of Deeds in Book 2878, Page 44.

0990  
Excepting and reserving to Grantor, its successors and assigns, the right to repair, maintain and replace a sewer pipe and water pipe serving property of D.J. Wholesale to the extent the same may affect the premises conveyed.

WITNESS D.J.M. AND ASSOCIATES has caused this instrument to be executed by Carl Dennis, a General Partner duly authorized, this 23rd day of July, 1999.

D.J.M. AND ASSOCIATES

*Mark Johnston*

By: *Carl Dennis*  
Carl Dennis  
Its General Partner duly authorized

STATE OF MAINE  
COUNTY OF KENNEBEC

July 23, 1999

Personally appeared before me the above-named CARL DENNIS, duly authorized General Partner of D.J.M. AND ASSOCIATES, and acknowledged the signing of the foregoing instrument to be his free act and deed in said capacity and the free act and deed of said Partnership.

*Mark Johnston*   
Notary Public

MARK L. JOHNSTON  
NOTARY PUBLIC, MAINE  
MY COMMISSION EXPIRES JANUARY 30, 2001

HL  
2013

RECEIVED KENNEBEC SS.  
1999 AUG -4 PM 3: 16

ATTEST: *Thomas R. Dennis*  
REGISTER OF DEEDS

**FINANCIAL AND STATISTICAL REPORT**

**CONNECTED CREDIT UNION**

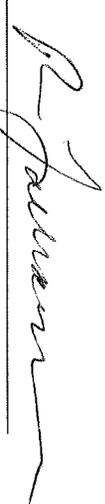
For Period Ending: **31-May-15**

BALANCE SHEET			
ASSETS	NUMBER	CURRENT YEAR THIS MONTH	PRIOR YEAR SAME MONTH
Loans:		Unpaid Balances	Unpaid Balances
2 to 6 Months Del	6	\$15,513.59	\$30,299.21
6 to 12 Months Del	3	\$4,142.63	\$4,413.20
12 Months and Over	4	\$5,379.91	\$2,984.07
Total Del. Loans	13	\$25,036.13	\$37,696.48
Current Loans	3,039	\$20,545,758.28	\$19,657,470.92
<b>101 TOTAL LOANS:</b>	<b>3,052</b>	<b>\$20,570,794.41</b>	<b>\$19,695,167.40</b>

100 Allowance for loan losses		(\$79,764.83)	(\$84,531.10)
102 Deposits - Banks		\$204,580.33	\$203,664.11
103 Cash & Equivalents		\$189,056.42	\$256,336.90
104 Furniture & Fixtures		\$38,136.00	\$44,295.38
105 Prepaid Expenses		\$64,497.41	\$31,443.20
106.01 Savings TRICORP		\$1,780,113.09	\$2,670,224.58
106.02 Insurance Funding		\$278,351.86	\$278,948.69
106.4 Tricorp - PCC		\$83,513.38	\$83,513.38
107 Land		\$136,524.46	\$116,524.46
108 Building		\$398,251.34	\$436,042.74
110 Other Assets		\$1,155,440.02	\$1,055,055.09
111 Investments		\$9,527,000.00	\$8,530,000.00
111 Debture		\$50,000.00	\$0.00
115 Assets held for sale		\$7,200.00	\$0.00
<b>TOTAL ASSETS</b>		<b>\$34,403,753.89</b>	<b>\$33,316,684.83</b>
<b>LIABILITIES AND CAPITAL</b>			
201 Other Liabilities		\$125,806.21	\$60,303.22
202 Certificates of Deposits		\$7,131,801.92	\$6,812,413.08
203 IRA		\$606,640.11	\$593,059.88
204 Clubs		\$762,206.42	\$761,475.61
205 Share Drafts		\$4,447,932.29	\$4,454,307.06
206 High Yield Savings		\$7,705,568.35	\$7,250,704.08
207 Shares		\$9,580,155.44	\$9,552,896.39
209 Deferred Comp. Liability		\$144,033.46	\$92,907.19
210 Regular Reserves		\$1,170,063.05	\$1,170,063.05
211 Undivided Earnings		\$2,729,546.64	\$2,568,555.27
<b>TOTAL LIABILITIES/CAPITAL</b>		<b>\$34,403,753.89</b>	<b>\$33,316,684.83</b>

STATEMENT OF INCOME AND EXPENSES				
INCOME	CURRENT YR THIS MONTH	PRIOR YR THIS MONTH	CURRENT YR TO DATE	PRIOR YR DATE
315 Interest Loans	\$84,509.07	\$80,998.25	\$410,411.55	\$397,934.68
316 Income from Investments	\$7,095.13	\$6,119.51	\$33,899.20	\$30,248.51
317 Fee Income	\$34,655.88	\$34,320.01	\$162,564.19	\$161,499.12
318 Other Income	\$2,856.74	\$4,505.14	\$15,857.52	\$20,155.93
<b>TOTAL INCOME</b>	<b>\$129,096.82</b>	<b>\$125,942.91</b>	<b>\$622,732.46</b>	<b>\$609,838.24</b>
<b>EXPENSES</b>				
401 Salaries	\$31,616.84	\$30,705.35	\$172,510.36	\$180,352.14
402 Employee Benefits	\$13,151.48	\$12,911.09	\$71,088.64	\$70,922.29
403 Association Dues	\$661.00	\$653.00	\$3,305.00	\$3,265.00
404 Surety Bond	\$1,412.00	\$1,296.00	\$7,060.00	\$6,480.00
405 Share Insurance	\$0.00	\$0.00	\$0.00	\$0.00
406 Exam. & Superv. Fees	\$1,079.00	\$833.00	\$7,100.00	\$6,488.00
407 Professional Services	\$1,121.38	\$2,175.44	\$13,201.93	\$6,866.48
408 Office Operations Exp	\$701.06	\$1,346.34	\$13,342.56	\$13,916.43
408.1 Bus Continuity	\$0.00	\$0.00	\$0.00	\$0.00
409 Office Occupancy Exp.	\$3,016.88	\$2,995.96	\$19,350.07	\$19,701.78
410 Depreciation Acct	\$3,991.13	\$4,467.57	\$19,889.27	\$22,256.85
411 Telephone	\$1,464.02	\$995.21	\$7,096.33	\$6,064.60
412 Postage	\$2,837.10	\$2,777.85	\$12,280.75	\$14,018.87
413 Computer Costs	\$8,268.82	\$9,278.36	\$44,533.43	\$52,242.47
414 Service Contracts	\$590.00	\$525.00	\$3,421.05	\$3,473.05
415 Advertising/Promo Exp	\$13,615.39	\$13,250.86	\$69,655.71	\$68,993.43
416 Education/Seminars	\$6,931.82	\$2,670.36	\$30,566.86	\$17,968.86
417 Loan Prot. Ins.	\$126.81	\$417.42	\$1,762.28	\$1,816.87
418 Provision for Loan Losses	\$0.00	\$0.00	\$0.00	\$0.00
419 Loan Servicing Exp.	\$1,840.13	\$2,018.40	\$12,162.84	\$12,566.28
420 Int. on Borrowed Money	\$0.00	\$0.00	\$0.00	\$0.00
422 Cash Over/Short	(\$20.00)	(\$20.00)	(\$15.75)	\$213.00
423 Misc. Operating Exp.	\$1,844.28	\$2,114.99	\$10,959.19	\$6,984.88
424 Board Expenses	\$440.47	\$164.57	\$1,824.42	\$4,114.31
<b>TOTAL EXPENSES</b>	<b>\$94,689.61</b>	<b>\$91,576.57</b>	<b>\$521,094.94</b>	<b>\$535,364.84</b>
Gain/Loss	\$34,407.21	\$34,366.34	\$101,637.52	\$74,473.40
Gain/Loss on Sale of Asset	\$0.00	\$0.00	(\$3,099.99)	(\$5,066.45)
Gain/Loss on Investment	\$0.00	\$0.00	\$0.00	\$0.00
Gain/Loss on Def. Comp Annuity	\$0.00	\$0.00	\$0.00	\$0.00
Transfer to Undivided Earnings	\$34,407.21	\$34,366.34	\$98,537.53	\$69,412.95
Dividends Paid	\$7,682.49	\$7,072.10	\$36,289.19	\$34,598.72
<b>Net Gain or Loss</b>	<b>\$26,724.72</b>	<b>\$27,294.24</b>	<b>\$62,248.34</b>	<b>\$34,814.23</b>

No. of Members	4,020	4,043
Loans Made this Mo.	\$918,694.28	\$827,088.77
Loans Made Y.T.D.	\$3,610,536.01	\$4,121,968.74
Lns. C/O This Month	\$7,590.34	\$0.00
Lns. C/O Since Org.	\$483,603.92	\$460,698.96
Recoveries This Month	\$325.00	\$1,274.30
Recoveries Since Org.	\$113,627.62	\$106,145.26
CU Promise This Mo	\$29,687.39	\$32,329.05
CU Promise Loans	\$4,428,209.53	\$4,409,504.41
MP losses	\$168.01	\$289.60
MP Recoveries	\$10.00	\$805.08

Certified Correct By: 



STATE OF MAINE  
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY  
93 STATE HOUSE STATION  
AUGUSTA, MAINE  
04333-0093

PAUL R. LePAGE  
GOVERNOR

WALTER E. WHITCOMB  
COMMISSIONER

June 9, 2015

VIA ELECTRONIC MAIL

James Coffin  
E.S. Coffin Engineering, Surveying  
432 Cony Road  
Augusta, ME 04330

Re: Rare and exemplary botanical features in proximity to: Project 2015-025, Connected Credit Union, Civic Center Drive, Augusta, Maine

Dear Mr. Coffin:

I have searched the Natural Areas Program's Biological and Conservation Data System files in response to your request received June 3, 2015 for information on the presence of rare or unique botanical features documented from the vicinity of the project site in Augusta, Maine. Rare and unique botanical features include the habitat of rare, threatened, or endangered plant species and unique or exemplary natural communities. Our review involves examining maps, manual and computerized records, other sources of information such as scientific articles or published references, and the personal knowledge of staff or cooperating experts.

Our official response covers only botanical features. For authoritative information and official response for zoological features you must make a similar request to the Maine Department of Inland Fisheries and Wildlife, 284 State Street, Augusta, Maine 04333.

According to the information currently in our Biological and Conservation Data System files, there are no rare botanical features documented specifically within the project area. This lack of data may indicate minimal survey efforts rather than confirm the absence of rare botanical features. You may want to have the site inventoried by a qualified field biologist to ensure that no undocumented rare features are inadvertently harmed.

If a field survey of the project area is conducted, please refer to the enclosed supplemental information regarding rare and exemplary botanical features documented to occur in the vicinity of the project site. The list may include information on features that have been known to occur historically in the area as well as recently field-verified information. While historic records have not been documented in several years, they may persist in the area if suitable habitat exists. The enclosed list identifies features with potential to occur in the area, and it should be considered if you choose to conduct field surveys.

This finding is available and appropriate for preparation and review of environmental assessments, but it is not a substitute for on-site surveys. Comprehensive field surveys do not exist for all natural areas in Maine, and in the absence of a specific field investigation, the Maine Natural Areas Program cannot provide a definitive statement on the presence or absence of unusual natural features at this site.

Letter to James Coffin  
Comments RE: Credit Union, Augusta  
June 9, 2015  
Page 2 of 2

The Natural Areas Program is continuously working to achieve a more comprehensive database of exemplary natural features in Maine. We would appreciate the contribution of any information obtained should you decide to do field work. The Natural Areas Program welcomes coordination with individuals or organizations proposing environmental alteration, or conducting environmental assessments. If, however, data provided by the Natural Areas Program are to be published in any form, the Program should be informed at the outset and credited as the source.

The Natural Areas Program has instituted a fee structure of \$75.00 an hour to recover the actual cost of processing your request for information. You will receive an invoice for \$150.00 for two hours of our services.

Thank you for using the Natural Areas Program in the environmental review process. Please do not hesitate to contact me if you have further questions about the Natural Areas Program or about rare or unique botanical features on this site.

Sincerely,



Don Cameron  
Ecologist  
Maine Natural Areas Program  
207-287-8041  
[don.s.cameron@maine.gov](mailto:don.s.cameron@maine.gov)

## Rare and Exemplary Botanical Features within 4 miles of Project: #2015-025, Connected Credit Union, Civic Center Drive, Augusta, Maine

Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
<b>American Ginseng</b>						
	E	S3	G3G4	1907-07-28	18	Hardwood to mixed forest (forest, upland)
<b>Awned Sedge</b>						
	E	S1	G5	2007-08-13	5	Coastal non-tidal wetland (non-forested, wetland)
	SC	S2	G5	2012-09-28	11	Non-tidal rivershore (non-forested, seasonally wet)
<b>Bottlebrush Grass</b>						
	SC	S3	G5	1916-08-18	12	Hardwood to mixed forest (forest, upland)
<b>Broad Beech Fern</b>						
	SC	S2	G5	1897-08-30	9	Hardwood to mixed forest (forest, upland)
<b>Dwarf Bulrush</b>						
	T	S1	G5	2003-10-03	6	Open wetland, not coastal nor rivershore (non-forested, wetland)
<b>Fall Fimbry</b>						
	T	S2S3	G5	2003-10-03	20	Open wetland, not coastal nor rivershore (non-forested, wetland)
<b>Lopseed</b>						
	PE	SH	G5	1916-08	4	Non-tidal rivershore (non-forested, seasonally wet),Hardwood to mixed forest (forest, upland)
<b>Mountain Honeysuckle</b>						
	E	S2	G5	1975-pre	1	Dry barrens (partly forested, upland),Hardwood to mixed forest (forest, upland)
<b>Raised Level Bog Ecosystem</b>						
	<null>	S4	GNR	2004	4	Forested wetland,Open wetland, not coastal nor rivershore (non-forested, wetland)
<b>Sandbar Willow</b>						
	E	S1	G5	2012-09-28	4	Non-tidal rivershore (non-forested, seasonally wet)
<b>Showy Lady's-slipper</b>						

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## Rare and Exemplary Botanical Features within 4 miles of Project: #2015-025, Connected Credit Union, Civic Center Drive, Augusta, Maine

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Common Name	State Status	State Rank	Global Rank	Date Last Observed	Occurrence Number	Habitat
	T	S3	G4	1874-07-04	36	Forested wetland, Open wetland, not coastal nor rivershore (non-forested, wetland)
<b>Showy Orchis</b>						
	E	S1	G5	1941	15	Hardwood to mixed forest (forest, upland)
	E	S1	G5	1915-08-12	12	Hardwood to mixed forest (forest, upland)
<b>White Adder's-mouth</b>						
	E	S1	G5	1878-06	15	Forested wetland
<b>Wild Chervil</b>						
	PE	SH	G5	1916-08-18	3	Hardwood to mixed forest (forest, upland)
<b>Wild Garlic</b>						
	SC	S2	G5	2002	18	Forested wetland, Hardwood to mixed forest (forest, upland)

## STATE RARITY RANKS

- S1** Critically imperiled in Maine because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extirpation from the State of Maine.
- S2** Imperiled in Maine because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- S3** Rare in Maine (20-100 occurrences).
- S4** Apparently secure in Maine.
- S5** Demonstrably secure in Maine.
- SU** Under consideration for assigning rarity status; more information needed on threats or distribution.
- SNR** Not yet ranked.
- SNA** Rank not applicable.
- S#?** Current occurrence data suggests assigned rank, but lack of survey effort along with amount of potential habitat create uncertainty (e.g. S3?).

**Note:** **State Rarity Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines State Rarity Ranks for animals.

## GLOBAL RARITY RANKS

- G1** Critically imperiled globally because of extreme rarity (five or fewer occurrences or very few remaining individuals or acres) or because some aspect of its biology makes it especially vulnerable to extinction.
- G2** Globally imperiled because of rarity (6-20 occurrences or few remaining individuals or acres) or because of other factors making it vulnerable to further decline.
- G3** Globally rare (20-100 occurrences).
- G4** Apparently secure globally.
- G5** Demonstrably secure globally.
- GNR** Not yet ranked.

**Note:** **Global Ranks** are determined by NatureServe.

## STATE LEGAL STATUS

**Note:** State legal status is according to 5 M.R.S.A. § 13076-13079, which mandates the Department of Conservation to produce and biennially update the official list of Maine's **Endangered and Threatened** plants. The list is derived by a technical advisory committee of botanists who use data in the Natural Areas Program's database to recommend status changes to the Department of Conservation.

- E** ENDANGERED; Rare and in danger of being lost from the state in the foreseeable future; or federally listed as Endangered.
- T** THREATENED; Rare and, with further decline, could become endangered; or federally listed as Threatened.

## NON-LEGAL STATUS

- SC** SPECIAL CONCERN; Rare in Maine, based on available information, but not sufficiently rare to be considered Threatened or Endangered.
- PE** Potentially Extirpated; Species has not been documented in Maine in past 20 years or loss of last known occurrence has been documented.

## ELEMENT OCCURRENCE RANKS - EO RANKS

Element Occurrence ranks are used to describe the quality of a rare plant population or natural community based on three factors:

- **Size**: Size of community or population relative to other known examples in Maine. Community or population's viability, capability to maintain itself.
- **Condition**: For communities, condition includes presence of representative species, maturity of species, and evidence of human-caused disturbance. For plants, factors include species vigor and evidence of human-caused disturbance.
- **Landscape context**: Land uses and/or condition of natural communities surrounding the observed area. Ability of the observed community or population to be protected from effects of adjacent land uses.

These three factors are combined into an overall ranking of the feature of **A**, **B**, **C**, or **D**, where **A** indicates an **excellent** example of the community or population and **D** indicates a **poor** example of the community or population. A rank of **E** indicates that the community or population is **extant** but there is not enough data to assign a quality rank. The Maine Natural Areas Program tracks all occurrences of rare (S1-S3) plants and natural communities as well as A and B ranked common (S4-S5) natural communities.

**Note:** **Element Occurrence Ranks** are determined by the Maine Natural Areas Program for rare plants and rare and exemplary natural communities and ecosystems. The Maine Department of Inland Fisheries and Wildlife determines Element Occurrence ranks for animals.

Visit our website for more information on rare, threatened, and endangered species!  
<http://www.maine.gov/dacf/mnap>