

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

Address of Proposed development: 294 Capitol Street		
Zone(s): CC (Regional Business District)		
Project Name: Uplift, Inc.		
Existing Building (sq. ft.): 410 sf	Proposed Building (sq. ft.): 4,545 sf footprint	
Existing Impervious (sq. ft.): 880 sf	Proposed Imperv. (sq. ft.): 11,945 sf	
Proposed Total Disturbed Area of the Site: <u>24,035 sf</u> Proposed disturbance of greater than one acre requires a Chapter 500, Stormwater Management Permit from the Maine Department of Environmental Protection (DEP).		
Owner's Name/Address: Uplift, Inc. c/o Heidi Mansir P.O. Box 1106 Gardiner, ME 04345 Phone #: 582-8021 Cell #: e-mail: heidi.mansir@upliftmaine.org	Applicant's Name/Address: Uplift, Inc. c/o Heidi Mansir P.O. Box 1106 Gardiner, ME 04345 Phone #: 582-8021 Cell #: e-mail: heidi.mansir@upliftmaine.org	Consultant's Name/Address: E.S. Coffin Engineering & Surveying c/o Jim Coffin P.O. Box 4687 Augusta, ME 04330-1687 Phone #: 623-9475 Cell #: 242-8500 e-mail: jcoffin@coffineng.com
Tax Map #: 90 Lots #: 24A (portion)	Lot Size (acres): 1.2 Frontage (Feet): 80'	Form for Evidence of Standing (deed, purchase and sale agreement, other): Purchase/Sale Agreement
For Staff Use Fee Calculation: Major Development max fee is \$4,000; Minor Development max fee is \$1,000 Major Development: \$2,000 + (number of sq ft over 25,000 x \$0.15) = Minor Development: \$250 + (number of sq ft over 5,000 x \$0.15) = All Development: Number of Abutters x (1oz First Class postage fee + \$0.15) = Total Fee:		
Signatures		
Applicant: <u>James Coffin</u>	Date: <u>October 10, 2014</u>	
Owner: _____	Date: _____	
Agent: <u>James Coffin</u>	Date: <u>October 10, 2014</u>	

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

Information Required on Plan(s) See Augusta Land Use Ordinance for greater detail	Included	Waiver Requested
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"/>	
Information Required in Written Project Narrative See Augusta Land Use Ordinance for greater detail	Included	Waiver Requested
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"/>	

Additional Information Required in Written Narrative See Augusta Land Use Ordinance for greater detail		
Where the items below duplicate the items above, identical responses are permitted and encouraged.	Included	Waiver Requested
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:

Paper Copies	Included	Waiver Requested
11 copies of the application form and narrative	<input checked="" type="checkbox"/>	
11 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"/>	
7 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"/>	
11 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"/>	
Electronic Copy		
1 CD that includes each of the application documents in Adobe PDF format	<input checked="" type="checkbox"/>	

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

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432 Cony Road
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Augusta, ME 04330



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

October 10, 2014

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

Subject: **Uplift, Inc.**
294 Capitol Street
Site Plan Review Criteria

Dear Matt:

Uplift, Inc., herein called the applicant is proposing to develop a parcel of land shown on lot 24A on tax map 90 in the City of Augusta at 294 Capitol Street. The land is located within the Regional Business District (CC) 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 into the public sewer main flowing from Capitol Street to the south. This system is owned and maintained by the Greater Augusta Utility District (GAUD).
 3. The slope of the land and its effect upon effluents,
The project will connect into GAUD's public sewer system and this section is not applicable.
 4. The availability of streams for disposal of effluents;
The project will connect into GAUD's public sewer system and this section is not applicable.
 5. The applicable state and local health and water resources rules and regulations.
The proposed development will connect into the public water and sewer systems that are adjacent to the project and therefore this section is not applicable.
- B. The proposed development has sufficient water available for the reasonable needs of the development.
A letter has been sent to the Greater Augusta Utility District (GAUD) asking if there is sufficient water available for the project.

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- 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 there is sufficient water available for the project.
- 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.
All erosion and sedimentation control devices are depicted on the Site Plan (C-1) with actual construction details depicted on the Site Detail Sheets. Stormwater for the proposed development will be controlled by a small detention pond south of the project and ditched across Post #2's property where it will flow into an existing riprapped ditch.
- 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.
The new board and care facility will have a maximum of 4-5 employees on site at one time. None of the tenants are able to drive so therefore the only traffic associated with the development is from the employees entering and leaving the site. Access to the site is from the existing driveway along the east side of the property. This project will not create an unsafe condition with respect to public roads.
- 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.
A letter has been sent to the Greater Augusta Utility District (GAUD) asking if there is sufficient sewer capacity available for the project.
- 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 no 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. Board and care facilities are a permitted use in the Regional Business District (CC).
- 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 documentation 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.
There are no wetlands, streams, ponds, etc. on site and therefore this section is not applicable.
- L. The proposed development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of ground water.
The project has access to public water 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 freshwater wetlands will be impacted as a result of the project.
- O. The proposed development will provide for adequate storm water management.
Stormwater for the proposed development will be controlled by a small detention pond south of the project and ditched across Post #2's property where it will flow into an existing ripped ditch.

- 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 proposed one-story building has a height of 22'-2" at the roof peak. There are not any residences in the area that will be impaired from having 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.
The proposed development will not trigger a Site Location of Development Permit to the MDEP and therefore 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.
Two wall packs will be installed on the south side of the proposed building with each shielded downward. Since the eave line is 8' above grade there will not be any light spillage onto adjacent properties. A cut sheet of the fixture is included with this submission.

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

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October 10, 2014

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

Subject: **Uplift, Inc.**
294 Capitol Street
Neighborhood Review Criteria

Dear Matt:

I have researched the proposed development located at 294 Capitol Street for **Uplift, Inc.**, 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 1,000 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 parcel is within both the Regional Business District (CC) in which "Board and Care Facilities" are a permitted use. The only residential neighbors are located across Capitol Street in the apartment complex along Ridge Road. There is a 350' wooded parcel that separates this project from the commercial properties in the Augusta Crossing Mall to the west.

ii) Architectural design:

The proposed one-story building will utilize a conventional trussed roof with two gable ends. Architectural elevations are included with this submission.

iii) Scale, bulk and building height:

The proposed one-story building will have a building height of 22'-2" and have a footprint of 4,545 sf.

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 new building will be situated facing south (away from Capitol Street) and the entrance will be off from the Post #2 driveway, which is 24' wide. The parking lot will be south of the building.

vi) Visual integrity:

The existing wooded areas around the perimeter of the parking lot and the building will provide the necessary buffering and the building will be a typical one-story structure with a trussed roof.

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

The building is situated in such a way that is in the middle of the parcel with parking along the south side of the building. The building is completely buffered in all directions.

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

The nearest residential unit is located over 400' away across Capitol Street. This project will not create unsafe or unhealthy conditions within the immediate neighborhood.

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

The proposed Board & Care Facility will not have a detrimental effect on adjacent properties.

T) PLANS AND POLICIES:

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

The 1988 Growth Management Plan labels this area within the City as "Economic Growth". Therefore 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?

The new board and care facility will have at most 5 employees on site at one time. None of the tenants are able to drive so therefore the only traffic associated with the development is from the 5 employees entering and leaving the site. Access to the site is from the existing driveway along the east side of the property. This project will not create an unsafe condition with respect to the surrounding neighborhood.

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 new entrance/exit will utilize the existing Post #2 driveway southerly from Capitol Street for access. A dedicated entrance off Capitol Street would create sight distance issues. The project complies with the City's Technical Standards.

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

The design of the site allows emergency vehicles to adequately maneuver thru 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 existing site is depicted on the Site Plan (C-1) and maintains proper traffic movement features in and around the site.

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 will come off from Capitol Street to a pole on site and then run overhead to the building as shown on the Site Plan.

- d) Storm Drainage:

Stormwater for the proposed development will be controlled by a small detention pond south of the project and ditched across Post #2's property where it will flow into an existing riprapped ditch.

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?

There are no wetlands on site or floodplain areas and therefore this section is not applicable.

- 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?

There are no State DEP or Federal EPA permits needed as a result of the project.

There are no hazardous substances associated with the project.

- 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 new Board & Care Facility will tie into the public sewer system.

- e) Shoreland and Wetland Districts:

The project is not near any shoreline and will not incur any wetland impacts.

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 any significant noise generated as a result of this project with the exception of typical construction noise.

- 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 will be completely buffered by the existing woods along the perimeter of the parcel. The building is completely shielded from Capitol Street.

- 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?

Two wall packs will be installed on the exterior of the proposed building with each shielded downward. Since the eave line is 8' above grade there will not be any light spillage onto adjacent properties. A cut sheet of the fixture is included with this submission.

- 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?

No additional landscaping is proposed as the project is screened in all directions by the existing wooded areas as shown on the Site Plan.

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

All new signs will comply with the Land Use Ordinance

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 is included stating that the applicant has adequate financing to complete the project.

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 cursive script that reads "James Coffin".

James E. Coffin, P.E.

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P.O. Box 1106
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(207) 582-8021

September 29, 2014

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

Subject: Agent Authorization
City of Augusta Planning Board 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 Submissions. The project is located on Capital Street in Augusta, Maine.

Sincerely,

A handwritten signature in blue ink that reads "Heidi Mansir". The signature is fluid and cursive, with a large initial "H" and "M".

Heidi Mansir
Uplift, Inc., Executive Director

Uplift Inc. *Dreams, Opportunity, Growth, and Laughter*

P.O. Box 1106
25 Winter Street
Gardiner, ME 04345
(207) 582-8021

September 29, 2014

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

Subject: Financial Capacity

Dear Mr. Coffin

The intent of this letter is to inform you that Uplift, Inc. has the internal financial capacity to complete the project on Capital Street in Augusta. We will not be seeking outside financing.

Sincerely,



Heidi Mansir
Uplift, Inc., Executive Director

Submitted by Swaney Lighting



Job Name:

Catalog Number:
LLC-250P8-1-LP

Notes: lamp included

Type:

WP1

SLA10-16176

LAREDO SERIES

LLC SERIES

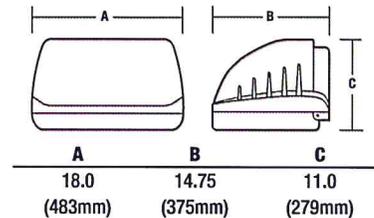
Cat.#	Approvals	
Job	Type	

**APPLICATIONS**

- Full Cutoff, StarView compliant perimeter lighting. Typical mounting height is 15-30 feet.

SPECIFICATIONS

- Decorative die cast aluminum housing and door. Rugged design protects internal components and provides excellent thermal management for long life.
- Flat, tempered, impact resistant clear glass lens protects optics.
- HID units have mogul base socket. Electronic fluorescent units have universal four-pin socket.
- Multi-piece specular reflector produces high performance with wide spread. Pulse Start MH units have vertical mogul socket for maximum lamp output / life and comfort shield for reduced forward brightness. Shield is removable if greater forward throw is desired. HPS has horizontal lamp. Two-lamp CFL are base-up with universal electronic four pin sockets for either 2x32 or 2x26 watt lamps.
- Three-point lag mount to flat surfaces provides rigid mounting. Template provided to ease installation.
- Wiring can be made from recessed junction boxes or ½" surface conduit with hubs provided on top and sides.
- Systems include Pulse Start MH, HPS, Metal Halide and two-lamp CFL. CFL unit is available with battery back up for both lamps providing an integral, redundant system for egress applications.
- 800 Series powder paint finishes provide lasting appearance and are available in standard finishes, Dark Bronze, Black, White, Gray and Platinum
- Optional features include EM socket for remote power, QST time delay quartz stand-by, TL Touch latch for tool-free entry and LP lamp included with fixture.

**LISTINGS**

- All units are CSA certified to UL 1598 for use in wet locations and are IDA compliant

**ORDERING INFORMATION**

ORDERING EXAMPLE

LLC	320P 8	1	PC1
Series	Wattage/Source/Voltage	Finish	Options

SERIES

LLC Laredo Large Cutoff

WATTAGE/SOURCE/VOLTAGE**PULSE START METAL HALIDE**

250P 8 250 watt 120/277V

250P 5 250 watt 480V

250P 6 250 watt Tri-Tap®

120,277,347V

320P 8 320 watt 120/277V

320P 5 320 watt 480V

320P 6 320 watt Tri-Tap®

120,277,347V

320P 6 320 watt 120/277V

350P 5 350 watt 480V

350P 6 350 watt Tri-Tap®

120,277,347V

400P 8 400 watt 120/277V

400P 5 400 watt 480V

400P 6 400 watt Tri-Tap®

120,277,347V

ELECTRONIC FLUORESCENT

64F 8 2x26W/2x32W/120-277V

HIGH PRESSURE SODIUM

250 S 8 250 watt 120/277V

250 S 5 250 watt 480V

250 S 6 250 watt Tri-Tap®

120,277,347V

250 S V 250 watt Five Tap

400 S 8 400 watt 120/277V

400 S 5 400 watt 480V

400 S 6 400 watt Tri-Tap®

120,277,347V

400 S V 400 watt Five Tap

FINISH

1 Bronze

2 Black

3 Gray

4 White

5 Platinum

OPTIONSPC1¹ Button photocontrol 120V

QST Time delay quartz standby

EM DC bayonet socket only

(use 150W max. lamp)

TL Touch Latch

BBUXXX² Battery back up rated -4°F for one CFL lamp2BBUXXX² Battery back up rated -4°F for two CFL lampBOCXXX² Battery back up rated 32°F for one CFL lamp2BOCXXX² Battery back up rated 32°F for two CFL lamp

LP Lamp included with fixture (on CFL specify LP52 or LP64)

¹Available on 250W fixtures and below.²Specify 120 or 277 volt.**ACCESSORIES**

LLC-SPC Polycarbonate shield

PBT-1¹ 120V button photocontrolPBT-234¹ 208/240/277V button photocontrol

PTA-1 External photocontrol 120V (use for 320 watt and above)

PTA-8 External photocontrol 120-277V (use for 320 watt and above)

PTA-5 External photocontrol 480V (use for 320 watt and above)

¹Use for 250P of 64F units.

PURCHASE AND SALE AGREEMENT - LAND ONLY
("days" means business days unless otherwise noted, see paragraph 20)

September 17, 2014
Offer Date

9/25/14 Effective Date
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Uplift, Inc. ("Buyer") and
Fitzgerald-Cummings Post No. 2 ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (all part of; If "part of" see para. 22 for explanation) the property situated in municipality of Augusta, County of Kennebec, State of Maine, located at 294 Capitol Street and described in deed(s) recorded at said County's Registry of Deeds Book(s) 2683 --, Page(s) 241.

3. PURCHASE PRICE/EARNEST MONEY: For such Deed and conveyance Buyer agrees to pay the total purchase price of ~~\$28,000.00~~ 42,000.00. Buyer has delivered; or will deliver to the Agency within n/a days of the Effective Date, a deposit of earnest money in the amount \$ n/a. Buyer agrees that an additional deposit of earnest money in the amount of \$ n/a will be delivered n/a. If Buyer fails to deliver the initial or additional deposit in compliance with the above terms Seller may terminate this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. ESCROW AGENT/ACCEPTANCE: n/a ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until September 19, 2014 (date) 4:00 AM PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on November 19, 2014 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Quit Claim with Covenant deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) n/a. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern. Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

Revised 2014

Page 1 of 4 - P&S-LO

Buyer(s) Initials FW

Seller(s) Initials TC

CENTURY 21 Venture Ltd., 1 Orchard Street Augusta, ME 04330
Phone: (207)622-6221

Fax: (207)626-2750

Timothy Fortin

UPLIFT, INC

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	70	Buyer	Buyer
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30	Buyer	Buyer
7. WATER Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30	Buyer	Buyer
8. SUB-DIVISION APPROVAL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. REGISTERED FARMLAND Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
13. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. DEED RESTRICTION Purpose: <u>Review of deed and acceptance/sign off of restrictions on "purpose"</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	45	Seller	Seller
15. TAX STATUS/TREE GROWTH Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
16. BUILD PACKAGE Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
17. OTHER Purpose: <u>Planning Board Approval. Meeting dates 10/12/14 & 11/12/14 for final approv.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	70	Buyer	Buyer

Further specifications regarding any of the above:

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

11. FINANCING: This Agreement is is not subject to Financing. If subject to Financing:

- a. This Agreement is subject to Buyer obtaining a Cash Sale loan of n/a % of the purchase price, at an interest rate not to exceed n/a % and amortized over a period of n/a years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
- b. Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within n/a days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- c. Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
- d. After (b) is met, Buyer is obligated to notify Seller in writing if the lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from lender shall be a default under this Agreement. After notifying Seller, Buyer shall have n/a days to provide Seller with a letter from another lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
- e. Buyer agrees to pay no more than -- points. Seller agrees to pay up to \$ n/a toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
- f. Buyer's ability to obtain financing is is not subject to the sale of another property. See addendum Yes No .
- g. Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

Tim Fortin (015314) of Century 21, Venture Ltd. (1109)
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

Tim Fortin (015314) of Century 21, Venture Ltd. (1109)
 Licensee MLS ID Agency MLS ID
 is a Seller Agent Buyer Agent Disc Dual Agent Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

15. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. All other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement (other than requests for injunctive relief) shall be submitted to mediation in accordance with generally accepted mediation practices. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to or from the parties or their licensee. Only withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE/BUSINESS DAYS: This Agreement is a binding contract when the last party signing has caused a paper or electronic copy of the fully executed agreement to be delivered to the other party which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.

21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS: Purchase of land is directly contingent upon City of Augusta Planning Board approval via the two meetings required and outlined in Section 10 above and any restrictions within the current owners deed. Refer to Exhibit 1 as approximate description of 1.23 Acre Land Parcel to be sold to Buyer.

23. GENERAL PROVISIONS:

- a. A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- b. Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- c. Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- d. Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

24. ADDENDA: Yes Explain: _____ No

Buyer's Mailing address is PO Box 1106, Gardiner, ME 04345

[Signature] 9/17/14 \$
 BUYER _____ DATE _____ BUYER _____ DATE _____
 Uplift, Inc. _____

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is 294 Capitol Street, Augusta, ME 04330

SELLER Fitzgerald-Cummings Post No. 2 DATE _____ SELLER _____ DATE _____

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

Approval of Membership Meeting

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) _____ (time) _____ AM _____ PM.

[Signature] 9-24-14
 SELLER _____ DATE _____ SELLER _____ DATE _____

The Buyer hereby accepts the counter offer set forth above.

BUYER _____ DATE _____ BUYER _____ DATE _____

EXTENSION:

The time for the performance of this Agreement is extended until _____ DATE _____

SELLER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ BUYER _____ DATE _____



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



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

October 06, 2014

Mr. Lionel Cayer
City Engineer
City Center Plaza
16 Cony Street
Augusta, Maine 04330

Subject: **Uplift, Inc.**
294 Capitol Street
5-Unit Board and Care Facility

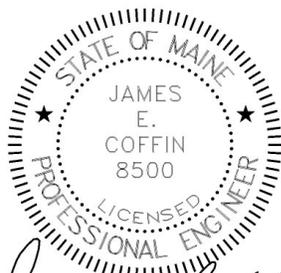
Dear Lionel,

Uplift, Inc., herein called the applicant, has a purchase & Sale Agreement for a portion of the land identified as lot 24A on tax map 90 in the City of Augusta tax maps. The parcel is located on the south side of Capitol Street and the one-story building footprint is 4,545 sf. Uplift, Inc. is a private, non-profit agency that offers a broad variety of residential services and supports to enable a person with developmental disabilities to live successfully in the community. One aspect of their services is to provide support for people living in apartment units. The proposed building will be one of these support facilities. It will consist of a five unit residential board and care facility with separate living and dining spaces for each unit. In addition to the individual space, the building will have common kitchen, laundry and gathering space. The building will be supported by an office and will be protected with a fully sprinkle and fire alarm system.

None of the five potential people living in the facility are able to drive and the only potential vehicular trips will be from the four to five employees monitoring the facility at any one time. Therefore we conclude that there will be minimal peak hour trips associated with the project and if you should have any questions or concerns, please do not hesitate to contact me at 623-9475.

Respectfully Submitted,

James E. Coffin, PE



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