



City of Gardiner
Planning Board Review Application

Project Name: Miss Sugarman's School for Extraordinary Children Project Cost: _____

Date of submission: _____ Received by: _____ Fees: _____

A complete written description of the proposed project including all other local, state and federal permits required for the project.

The proposed project includes the establishment of an K-8 academic and arts enrichment program which includes: after school care, a homeschool program, and an alternative educational program for public school students. This requires a State of Maine Childcare Facility License and later, a Department of Education Approved Alternative Education Program approval. At this time, it is unknown what physical improvements will be needed to the interior of the property. It is possible that the building will need the addition of interior doors, bathroom updates, electrical work, and fire alarm system repair for safety of the children served.

Anticipated beginning/completion dates of construction: February 1, 2024/ September 1, 2024

1. General Information: (6.3.2)

Name of Property Owner: P&M Realty. Property manager: Robbie Lockhart

Address: 617 Water Street, Gardiner Maine 04345

Phone/Fax No: 207-756-9242

Applicant/Agent Name: Rachel Amanda Sugarman

Address: 11 Lambert Avenue, Augusta Maine 04330

Phone/Fax No: 207-380-7799

Design Professional(s)/Contractor(s): Surveyor Engineer Architect Contractor

Name: P&M Realty. Property manager: Robbie Lockhart will oversee small projects.

Address: _____

Phone/Fax No: _____

Name: _____

Address: _____

Phone/Fax No: _____

Name: _____

Address: _____

Phone/Fax No: _____

Signature: *Rachel A Sugarman* Date: 11/28/2023

2. Property Information: (6.3.2)

- * Property Location: 617 Water Street City Tax Map(s) 028 Lot(s) 005 and 6D
- * Deed Ref: Book 6716 Page 0303 Zoning District(s): CC
- * Copy of the tax map showing the property and surrounding location. [See attached tax map](#)
- * Verification of the applicant's right, title, and interest in the property. [See attached lease agreement](#)

3. Development Information: (6.3.2.7)

One or more site maps drawn to scale showing the following:

a.) The existing conditions on the property including: (6.3.2.7.1)

1. The property boundaries; [See attached tax map](#)
2. The zoning district and zoning district boundaries if the property is located in more than one zone;
[It is in Cobbossee Corridor](#)
3. The location of required setbacks, buffers and other restrictions:
[No exterior construction. Footprint not changing.](#)
4. The location of any easements or rights-of-way;
[There are no easements or rights-of-way.](#)
5. The locations of existing structures and other existing improvements on the property including a description of the current use of the property;
[Existing structure is currently vacant and has been so for over a year. Structure can be seen on the tax map](#)
6. The locations of existing utilities on and adjacent to the property including sewers, water mains, stormwater facilities, gas mains, and electric and other telecommunication facilities;
[Structure is currently connected to water, sewer, and electric.](#)
7. The location of the nearest source of a fire protection water supply (hydrant, fire pond, etc.)
[Located near Cobbossee stream.](#)
8. The general topography of the property indicating the general slope of the land and drainage patterns. The CEO and/or Planning Board may require a topographic survey of all or a portion of the property for projects involving the construction of new or expanded structures or site modifications.
[Please see attached topo map.](#)
9. The location, type and extent of any natural resources on the property including wetlands, vernal pools, floodplains, waterbodies, significant wildlife habitats, rare or endangered plants or animals, or similar resources; and
[There are no wetland, vernal pools, floodplains, etc on the property. No site work is being proposed.](#)
10. The location and type of any identified historic or archeological resource on the property.
[There are no historic or archeological resources located on the property.](#)

b.) The proposed development activity for which approval is requested including: (6.3.2.7.2)

1. The estimated demand for water supply and sewage disposal together with the proposed location and provisions for water supply and wastewater disposal including evidence of soil suitability if on-site sewage disposal is proposed;
[This project will not place more than the ordinary demand for water and sewage disposal than a family home.](#)
2. The direction of proposed surface water drainage across the site and from the site together with the proposed location of all stormwater facilities and evidence of their adequacy;
[Stormwater drainage will not be altered.](#)
3. The location, dimensions, and ground floor elevations of all proposed buildings and structures including expansions or modifications to existing buildings that change the footprint of the building;
[There are no proposed building expansions or modifications.](#)

4. The location, dimensions and materials to be used in the construction of drives, parking areas, sidewalks and similar facilities;
Impervious surface will not be changed.
5. The proposed flow of vehicular and pedestrian traffic into and through the property;
Existing parking can be shown in the tax map.
6. The location and details for any signs proposed to be install or altered;
No signage at this time.
7. The location and details for any exterior lighting proposed to be installed or altered;
No new exterior lighting.
8. Provisions for landscaping and buffering; and
No changes planned.
9. Any other information necessary to demonstrate compliance with the review criteria or other standards of the Land Use Ordinance.
No other information needed.

c.) Evidence that the applicant has or can obtain all required permits necessary for the proposal. (6.3.2.8)

Additional Information Required: (6.3.3)

Building and structure drawings showing the footprint, height, front, side and rear profiles and all design features necessary to show compliance with this Ordinance;

An estimate of the peak hour and average daily traffic to be generated by the project and evidence that the additional traffic can be safely accommodated on the adjacent streets;

An erosion and sedimentation control plan; and

A stormwater management plan demonstrating how any increased runoff from the site will be handled if the project requires a stormwater permit from the Maine Department of Environmental Protection or if the Planning Board determines that such information is necessary based on the scale of the project and the existing conditions in the vicinity of the project. (6.3.3.4)

Survey Requirements (6.3.5)

The Code Enforcement Officer or the Planning Board may require the applicant to submit a survey of the perimeter of the tract, giving complete descriptive data by bearing and distances, made and certified by a Registered Land Surveyor. The survey may be required for the construction of new structures or any construction proposed on a undeveloped parcel or tract of land, whenever the Code Enforcement Officer or the Planning Board finds that a survey is necessary to show compliance with the requirements of this Ordinance due to the size of the lot, location of the lot or the placement of existing or proposed structures on the lot or neighboring properties.

Additional Studies (6.3.6)

The Code Enforcement Officer or the Planning Board may require the applicant to perform additional studies or may hire a consultant to review the application or portions thereof. The cost to perform additional studies or hire a consultant shall be borne by the applicant.

4. Review Criteria (6.5.1)

An applicant shall demonstrate that the proposed use or uses meet the review criteria listed below for the type of application. The Planning Board shall approve an application unless one or the other of them makes a written finding that one or more of the following criteria have not been met.

6.5.1.1 The application is complete and the review fee has been paid.

The application is complete.

6.5.1.2 The proposal conforms to all the applicable provisions of this Ordinance.

This proposal conforms to all of the applicable provisions of this ordinance.

6.5.1.3 The proposed activity will not result in water pollution, erosion or sedimentation to water bodies.

It will not, due to the fact due that there is no exterior work being proposed.

6.5.1.4 The proposal will provide for the adequate disposal of all wastewater and solid waste.

The property is connected to the public sewer, and waste water director, Greg Clark has verified the system can handle the increase in flow. All refuse will be disposed of in trash cans and picked up by a trash service weekly. The property use will not create more waste than a normal household.

6.5.1.5 The proposal will not have an adverse impact upon wildlife habitat, unique natural areas, shoreline access or visual quality, scenic areas and archeological and historic resources.

Due to the fact that there is no exterior work being proposed, none of the above will be impacted.

6.5.1.6 The proposal will not have an adverse impact upon waterbodies and wetlands.

Due to the fact that there is no exterior work being proposed, none of the above will be impacted.

6.5.1.7 The proposal will provide for adequate storm water management.

No site alterations are being made, so storm water run off will not be effected.

6.5.1.8 The proposal will conform to all applicable Shoreland Zoning requirements.

No alterations are being made that will affect shoreland zoning.

6.5.1.9 The proposal will conform to all applicable Floodplain Management requirements.

No alterations are bing made that will affect floodplain management requirements.

6.5.1.10 The proposal will have sufficient water available to meet the needs of the development.

The proposal is connected to city water, and water district director Zack Lovely has verified that there will be sufficient supply.

6.5.1.11 The proposal will not adversely affect groundwater quality or quantity.

This proposal will not affect groundwater quality or quantity.

6.5.1.12 The proposal will provide for safe and adequate vehicle and pedestrian circulation in the development.

This proposal will utilize existing parking spaces and traffic patterns will not change. Parking spaces are directly adjacent to the pedestrian entrance.

6.5.1.13 The proposal will not result in a reduction of the quality of any municipal service due to an inability to serve the needs of the development.

All city department heads have been consulted and no municipal services will be negatively impacted.

6.5.1.14 The applicant has the adequate financial and technical capacity to meet the provisions of this Ordinance.

The applicant has a Masters of Education and 18 years of public education experience. She is a license foster parent. The applicant has all the trainings necessary to direct a childcare program. The applicant has excellent credit history and has multiple accounts in good standing at Camden National Bank. No funding is being sought after at this time. Needed funds are escrowed in an account.

CENTER LICENSING CHECKLIST

This checklist will help you navigate the process of obtaining a child care license. This checklist is for your use only and should not be submitted.

If you have questions and do not know which Child Care Licensing Specialist is assigned to your area, please call 287-5020 or 1-800-791-4080 and ask for Child Care Licensing.

_____ If you want to be licensed for 13 or more children, contact Plans Review at the State Fire Marshal's Office; 207-626-3880 or at www.state.me.us/dps/fmo). **Applicants must apply for a construction permit and receive approval through the State Fire Marshal's Office in order to use new or existing buildings for child care.** Plans Review will tell you about fire safety measures the building may need. An inspection will be requested by Child Care Licensing after a Child Care Application has been received. An inspection by the State Fire Marshal's Office will be conducted prior to the issuance of a license.

_____ If you are renting or leasing, obtain written permission from the landlord/owner to use the space as a child care facility.

_____ **After** checking with Plans Review, your City or Town, your landlord (if applicable) and your licensing specialist, submit a child care facility licensing application and fee.
***Please Note: If your check is returned to us due to insufficient funds, the licensing process will be suspended until payment is received and processed.**

_____ Obtain in writing confirmation that you are in compliance with local codes and ordinances including zoning. If you are not given approval by the city/town, a child care license cannot be issued to you. Documentation of city/town approval must be kept onsite.

_____ It is your responsibility to comply with the American's With Disabilities Act (ADA). Contact the ADA hotline at 800-514-0301 or <https://www.ada.gov/chcaflyr.htm> to obtain guidelines.

_____ Submit completed reference forms from three non-employees, or people unrelated to you.

_____ If you have a private water source, obtain water test results from a DHHS approved water lab. If you have a private water source and you plan to be licensed for more than 20 children, talk to your licensing specialist you may need special approval as a public water supply.

_____ Submit a floor plan including measurements of indoor and outdoor areas used by children.

_____ Complete required certification in Adult, Infant and Child CPR and First Aid per Rule 12.1.3 of the "Rules for the Licensing of Child Care Facilities". The Red Cross, American Heart Association, local hospitals and Maine Roads to Quality's statewide training calendar at <https://www.earlycaremaine.org/> offer classes.

- _____ Contact the Child Care Registry at 800-452-1999, option 2 to perform child protective background checks for staff/volunteers. Owners and Directors background checks are completed by Children’s Licensing and Investigation Services.
- _____ Contact the State Bureau of Identification at 624-7240 or online at www.informe.org/PCR/ for criminal history checks for staff/volunteers.
- _____ Obtain insurance coverage per Rule 9.4.1. and 9.4.2. of the “Rules for the Licensing of Child Care Facilities”.
- _____ Small Facilities (for 3-12 children) should obtain a manual of written health guidelines per 17.3.2 of the “Rules for the Licensing of Child Care Facilities”.

IN ADDITION, CENTER APPLICANTS (facilities for 13 or more children) MUST ALSO SUBMIT THE FOLLOWING TO THE LICENSING SPECIALIST:

- _____ Bylaws and articles of incorporation (if applicable);
- _____ List of the Board of Directors (if applicable);
- _____ Resume and transcripts for Director;
- _____ Health consultant agreement per Rule 17.3.1.1 of the “Rules for the Licensing of Child Care Facilities”;
- _____ Health care plan signed by the health consultant per Rule 17.3.1.2.-4 of the “Rules for the Licensing of Child Care Facilities”.
- _____ Proof of completion of a Department approved transportation training for staff who transport children (if applicable).

THE LICENSING SPECIALIST WILL:

Make an appointment to complete the initial licensing inspection.
Provide resource information useful to Child Care Providers.

Perform a lead hazards survey if the building was built before 1978. Please see lead information sheet available on our website if you have questions.

The Licensing Specialist will give you a copy of the Child Care Facility Inspection Report which lists items not yet completed. When all requirements for licensure have been met, the Licensing Specialist will recommend licensure subject to supervisory approval.

NNN / LETTER OF INTENT

November 21 , 2023

Rachel Sugarman
11 Lambert Ave
Augusta, ME 04330

Re: Letter of Intent to Lease 617 Water St. Gardiner ME 04345

Dear EJP :

This letter sets forth the terms and conditions under which Rachel Sugarman (hereinafter referred to as "Tenant") would be willing to enter into a lease agreement with EJP (hereinafter referred to as "Landlord") for space at the below-referenced property. This letter of intent is not a binding agreement but outlines the parties' preliminary understanding of general terms and conditions to enter into a binding lease agreement.

Tenant and Tenant Address: Rachel Sugarman
11 Lambert Ave
Augusta, ME 04330

Property Address: 617 Water St
Gardiner, ME 04345

Leased Premises: The demised premises shall be deemed to contain One Thousand, Two Hundred (1,200) rentable square feet (RSF), as outlined on the attached Exhibit n/a.

Initial Lease Term: One (1) years.

Option Term: Tenant to be provided with Two (2), Three (3) - year renewal terms. Tenant to provide Landlord no less than Thirty (30) days advance written notice prior to expiration of lease term of its intention to renew. The renewal option(s) would be under the same terms and conditions as the initial term, except for the rental rate which would be at fair market value but not less than prior year's rent.

Base Rent:

YEAR:	LEASE RATE: <i>(per sq. foot annually)</i>	SQ. FEET:	MONTHLY:	ANNUAL:	% INCREASE:
1	\$12.00	1200	1,200.00	14,400.00	n/a
2					
3					
4					
5					
6					
7					
8					
9					
10					

DS
KS

Page 1 of 4 Tenant's Initials: KS / Landlord's Initials: _____

The above base rent is quoted on a NNN basis. Therefore, Tenant would be responsible for its pro rata share of all operating expenses for the property of which the leased premises is a part, including, but not limited to, real estate taxes, property repairs and maintenance, property management, building insurance, water and sewer, parking lot maintenance and repairs, grounds maintenance, common area utilities, and common area janitorial, etc., currently estimated to be _____

DS
RS

1596
~~(\$2780 annual)~~ /RSF. Tenant would be directly responsible for its utility expenses for **previous number includes annual tax contribution, heat, electricity,**
Continued... See Addendum Utility Expenses 1

Tenant also would be responsible for leased premises' janitorial costs.

Possession Date:

December 1, 2023

Term Commencement Date:

Dec 1, 2023

Rent Commencement Date:

Feb 1, 2024

Landlord Work:

See List of Landlord's Work attached.

Tenant's Work:

Any and all modifications to the leased premises by Tenant would be submitted to Landlord for its approval prior to commencement of work. Tenant would agree that all work be approved by Landlord prior to commencement of work and such work would be performed in a good and workmanlike manner in compliance with all applicable state and municipal building codes and ordinances.

See List of Tenant's Work attached.

Tenant's Improvement Allowance:

Landlord would provide Tenant with a fit-up allowance of up to _____

~~(\$to be discussed)~~ /RSF. Tenant would be allowed to use such allowance in the design and construction of the Tenant's Work, excluding FF&E or moving costs. Any unused portion of the allowance would be retained by Landlord.

Security Deposit:

One Thousand

DS
RS

~~(\$1,000.00)~~ 1,200.00, non-interest bearing.

Parking Rights:

on site

Signage:

Signage to be in accordance with Landlord's standard sign specifications attached hereto as Exhibit tbd, if applicable, and in accordance with local and state government regulations and codes. Signage to be at Tenant's sole cost and expense. Design and location of signage would be subject to Landlord's written approval prior to installation, which approval would not be unreasonably withheld or delayed.

DS
RS

DS
RS

Zoning & Restrictive Covenants:

It is the responsibility of Tenant to perform all zoning due diligence and secure all necessary or required permits and approvals for its proposed use and occupancy of the leased premises. Landlord and Rachel Sugarman have made no representations or warranties as to the suitability of, or the ability to obtain regulatory approval for, the leased premises for Tenant's intended use.

Use:

Tenant would use the leased premises solely for Academic enrichment after school program; which requires a State of Maine Childcare Facility License

Sublease and Assignment:

Tenant would not be allowed to assign the lease or sublet the leased premises without the prior written consent of Landlord and such approval would not be unreasonably withheld, conditioned or delayed.

Credit Check/Financial:

Moving forward with the negotiation of a lease agreement is subject to Landlord's review and approval of Tenant's credit references and financial statements. Such information to be provided by Tenant within Fourteen (14) days of full execution of this Letter of Intent.

Lease Negotiations:

Subject to satisfactory credit check, Landlord intends to provide Tenant with Landlord's draft written lease agreement within Five (5) business days of the execution of this Letter of Intent.

Third-Party Guarantor:

n/a

Brokerage Commission:

Landlord recognizes that Dennis Wheelock and Emily Theriault are the only brokers involved in this transaction. Landlord agrees to pay brokers a commission in accordance with a separate listing, brokerage, or similar agreement. The commission shall be due and payable by Landlord upon execution of the lease.

Other Terms:

See attached Addenda

Expiration:

This Letter of Intent will expire on November 27, 2023 if not executed by Landlord and Tenant prior to then.

This Letter of Intent is not a contract or binding agreement and neither party intends that the preliminary understandings contained herein represent a final agreement with respect to the lease of property. The preliminary understandings expressed in this Letter of Intent are subject to, and conditioned upon, the negotiation and execution of a written lease agreement. Each party shall be responsible for its own expenses prior to and in connection with the negotiation and/or execution of a written lease agreement. Any actions taken by either party in reliance on this Letter of Intent shall be at such party's own risk. Notwithstanding the foregoing, the parties agree to negotiate in good faith toward a written lease agreement; provided, however, that if a written lease agreement is not executed by both parties within Seven (7) days of the date of this Letter of Intent, the foregoing agreement to negotiate in good faith automatically shall terminate. It shall not be a bad faith negotiation for either party to enter into negotiations with other potential parties.

SIGNATURES APPEAR ON NEXT PAGE

Sincerely,

DocuSigned by:
Emily A. Theriault
Agent Name: **Emily Theriault**
Agent Firm: **Pouliot Real Estate**

Seen and acknowledged by:

DocuSigned by:
Rob. Loakes
Landlord
By: _____
Its: _____

11/27/2023
Date

DocuSigned by:
Rachel Sugarman
Tenant
By: **Rachel Sugarman**
Its: _____

11/21/2023 | 3:10 PM PST
Date

Page 4 of 4 Tenant's Initials: RS / Landlord's Initials: RL



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ADDENDUM

PROPERTY: 617 Water St, Gardiner, ME 04345

1) Utility Expenses

plowing/walkway maintenance, mowing and water and sewer. Tenant will be directly responsible for internet. UTILITY EXPENSES NOT TO EXCEED \$4,000.00 DOLLARS IN YEAR ONE.

THIS USE WILL REQUIRE CITY OF GARDINER PLANNING BOARD APPROVAL.

DS [Signature] DS [Signature]

Date: 11/21/2023 | 3:10 PM PST

DocuSigned by: Rachel Sugarman Signature

Date:

Signature

Date: 11/27/2023

DocuSigned by: [Signature] Signature

Date:

Signature

Addendum

ADDENDUM 1 TO AGREEMENT

Addendum to contract dated n/a. This addm compliments the LOI dated 11/21/23.

between EJP (hereinafter "Seller")

and Rachel Sugarman (hereinafter "Buyer")

property located at 617 Water St, Gardiner, ME 04345

User to be provided written permission from the landlord/owner to use the space as a childcare facility at the time of the lease signing. (Requirement of grant/licensing.)

Owner will to work with the tenant to make any necessary improvements based on the Childcare facility licensing inspection so long as the tenant covers the cost.

User intends lease space on first floor that includes 2 bathroom for the first year. After the first year, the tenant would like to renew the lease terms to include the 2nd story kitchen and conference room with projector screen for a 3 year lease and 2 renewals built into agreement; lease amount to be negotiated after the completion of year 1.

Owner to provide User the most recent State Fire Marshal's Office review of the fire safety measures of the building. If there hasn't been a review, the tenant may to have a study conducted during a due diligence period.

Continued... See Addendum Addendum Terms and Conditions 1

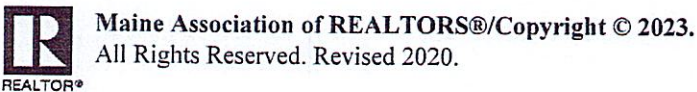
Parties acknowledge Agency's advice to seek legal, tax and other professional advice as necessary in connection with sale/purchase of property.

DocuSigned by: <u>Rachel Sugarman</u> Buyer 3AB5D3C481...	11/21/2023 3:10 PM PST	DocuSigned by: <u>Rbl. Laska</u> Seller 3AGB11446A8C4F3...	11/27/2023
<u>Rachel Sugarman</u>	Date	<u>EJP</u>	Date

<u>Buyer</u>	Date	<u>Seller</u>	Date
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<u>Buyer</u>	Date	<u>Seller</u>	Date
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<u>Buyer</u>	Date	<u>Seller</u>	Date
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ADDENDUM

PROPERTY: 617 Water St, Gardiner, ME 04345

1) Addendum Terms and Conditions

Owner to provide User the most recent lead hazards survey. If there hasn't been a lead hazards survey, the tenant may to have a study conducted during a due diligence period.

Owner to have working carbon monoxide and smoke detectors in users space.

Owner to confirm space compliant with zoning laws, building and plumbing, sanitation, electrical, and other ordinances via the Town of Gardiner?

User's standards cannot have water greater than 102'; is this standard ok with owner?

Permission to place a lock on one closet door to seal off cleaning products and medicine for children.

Collaboration with the landlord to cover the shower glass doors with plywood in the downstairs bathrooms to provide a safe space for children to use at the tenant's total cost.

The tenant will split the door installation cost not to exceed \$600.

The tenant will collaborate with the landlord to design signage that meets both parties' needs- in size and location.

Multiple horizontal lines for additional text or notes.

Date: 11/21/2023 | 3:10 PM PST

DocuSigned by:

Rachel Sugarman
Signature

Date: 11/27/2023

DocuSigned by:

Rob. Laska
Signature

Date: _____

Signature _____

Date: _____

Signature _____

Addendum



1

2

6

4

6C

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6b

7

6D

5

80

16

15

13

14

17

32

33

20

19

31

34

146.97'

161.74'

65.96'

56.5'

143'

139.71'

63.82'

74.59'

63.6'

63.5'

79.9'

11.9'

60'

65'

80'

80'

77.6'

75.2'

78.0'

76.6'

73.5'

102'

150'

47'

73'

132'

66'

18'

69'

25.8'

73.5'

