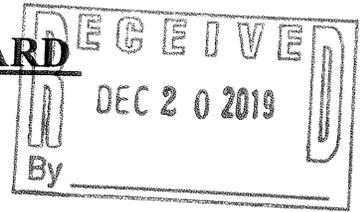


TOWN OF OGUNQUIT PLANNING BOARD
DESIGN REVIEW APPLICATION



PLEASE PRINT CLEARLY

DATE REC'D: _____

MEETING DATE w/ CEO 12.19.19

FEE PAID (\$500): Yes No

INITIAL PB HEARING DATE: _____

TAX MAP: 007 BLOCK: 105

ZONING DISTRICT GBD1

DESIGN REVIEW APPLICATION - Applicants applying for Design Review should familiarize themselves with Article 11 of the Town's Zoning Ordinance.

PROPERTY OWNER (as listed on current VISION Property Tax Card)

NAME 33 Shore Rd LLC

MAILING ADDRESS 40 Battery St. Unit 401, Boston Ma 02109

Telephone _____ e-mail address Bethduffton@gmail.com

APPLICANT Same as Owner Lessee Purchase & Sale Agreement Agent/Consultant

NAME Coastal General Construction

MAILING ADDRESS 716 Main St. Ogunquit Me

Telephone 646-9240 e-mail address valerie@coastalgeneral.com

If applicant is different than owner you must include a letter of authorization from the property owner.

REPRESENTATIVE (if applicable) Coastal General Construction

NAME _____

MAILING ADDRESS 716 Main St. Ogunquit Me

Telephone 646-9240 e-mail address valerie@coastalgeneral.com

PROPERTY ADDRESS: 33 Shore Rd, Ogunquit Me

Year Built 1950 (All Pre 1931 structures require review by the Historic Preservation Commission).

Source of date: VISION Card TRIO Card Other _____

NAME OF BUSINESS (Current & Proposed) Life is Good

(If property is used commercially, please give name of business.)

REQUIRED DEPT./CONSULTANT REVIEWS- to be completed by Code Enforcement Office:

Historic Pres. Comm. Review?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Public Works Review?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Police Dept. Review?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Conservation Commission?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Fire Dept. Review?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Planning Consultant?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Engineering Peer Review may be required by the Planning Board at any time during the Hearing process.

BRIEF DESCRIPTION OF PROJECT:

Changing the existing bay window to a double "Jeld-wen
1/2 view, 4-light 3/0-6/8, 4/8" SDL mullin. SP684WM4-LE-1PL"
Changing the existing door/window to a custom black
aluminum single door with two window system.

Is any portion of the property within 250 feet of the high water line of a river or salt water body? Yes No

Does the parcel include any wetlands? Yes No Total Acreage of Parcel: _____

Is this parcel included in a prior approved subdivision or site plan? Yes No

Is any portion of the property within a floodplain as identified by the Federal Emergency Management Agency?
 Yes No

Anticipated date for construction start: _____

Does this development require extension/provision of, or connection to, public infrastructure? *N/A*

- | | | |
|--------------------------------------|---|--------------------------------------|
| <input type="checkbox"/> roads | <input type="checkbox"/> storm drainage | <input type="checkbox"/> other _____ |
| <input type="checkbox"/> sidewalks | <input type="checkbox"/> water lines | |
| <input type="checkbox"/> sewer lines | <input type="checkbox"/> fire hydrants | |

Identify method of water supply to the proposed development:

- individual wells ~~connection~~ *existing* to public water system

Identify method of sewage disposal to the proposed development:

- ~~connection~~ *existing* to public sewer system on-site subsurface wastewater disposal system

To the best of my knowledge, all the above stated information submitted in this application is true and correct.

12/20/19
DATE

Valerie Hurtue
APPLICANT'S / OWNER'S SIGNATURE

THIS FORM, ACCOMPANIED BY THE APPROPRIATE FEE, CHECKLISTS, AND SUPPORTING DRAWINGS AND DOCUMENTS, MUST BE SUBMITTED BY THE FOLLOWING DEADLINES:

1. Pre-application Conference with Code Enforcement Officer – **MUST BE HELD AT LEAST TWO BUSINESS DAYS PRIOR TO SUBMITTAL OF THE APPLICATION.** Applications will not be accepted without a prior conference with the CEO AND HIS SIGNATURE ON THE SUBMISSIONS CHECKLIST FORM.
2. The Application form, with all accompanying fees, drawings and documents, as indicated by the CEO at the preapplication conference, **MUST BE SUBMITTED BY 2:30 P.M. 14 DAYS PRIOR TO THE PLANNING BOARD MEETING**

DESIGN REVIEW SUBMISSIONS CHECKLIST

Applicant Name Coastal General Construction Date 12/18/19
 Map / Lot / Zone 007/105

This checklist has been prepared to assist applicants in developing their design review applications. It should be used as a guide in assembling the information necessary for a design review. However, the checklist does not substitute for the text of Article 11 of the Zoning Ordinance. The Planning Board also will be using the checklist to make sure that your application is complete. Once the checklist is filled out according to the instructions below it should be submitted with the application form.

1. Indicate if the information has been submitted by checking the appropriate box in column 1;
2. If you believe that a required submission is not applicable to your project, please discuss the matter with the Code Enforcement Officer. If the CEO agrees that the submission might not be applicable, check the appropriate box in column 2;
3. For every item checked in column 2, a written waiver request must be prepared on a separate sheet and submitted with this checklist.
4. At the initial meeting with the Planning Board, the Board will review this list, and the Board Chairperson will check the appropriate box in column 3 when the Board determines the submission acceptable;
5. If an item is not submitted, and the Board grants a submission waiver, the Board Chairperson will check the appropriate box for that item in column 4.

Note that this checklist only covers the submission requirements for a design review. It does not address the review standards that the application must meet in other stages of the process. Shaded boxes indicate that the required submittal is of such importance that it is highly unlikely that the Planning Board might entertain a submission waiver request.

DESIGN REVIEW REQUIRED SUBMITTAL		1	2	3	4
		Submitted by Applicant	Submission determined to be sufficient by the Planning Board	Submission determined not applicable by the Code Enforcement Officer. Submission Waived	Code Enforcement Officer denied waiver. Planning Board to make determination.
11.6.A.1	Fifteen copies of a site plan, and all supporting materials, including design review application form, and design review submissions checklist; Design Review Application fee paid.	✓			
11.6.A.2	Elevations of each side of the proposed building or structure to be constructed or altered, at a scale of at least 1/4" = one foot, and in the case of alterations, showing conditions before and after the proposed work	✓			
11.6.A.3	Photographs of the site and existing buildings	✓			
11.6.A.3	Manufactures Specifications/Cut Sheets Doors, Windows, Applicable Fixtures	✓			
11.6.A.4	Estimate of construction cost for new buildings			✓	
11.6.A.5 a & b	Visual impact assessment			✓	

In addition to the above – When applicable the Planning Board may require detailed interior and/or exterior plans including dimensional measurements and uses of all interior/exterior spaces, placement of equipment, counters, etc. and when applicable seating charts indicating table/chair arrangements and the number of requested tables and seats.

NO APPLICATION WILL BE SCHEDULED TO GO BEFORE THE PLANNING BOARD UNTIL THE CODE ENFORCEMENT OFFICER HAS REVIEWED THE APPLICATION PACKET AND SIGNED THIS FORM!

Code Enforcement Officer  Date: 12-19-19

Representation Authorization Form

We I, Mark & Elizabeth Duffin do hereby give permission to Coastal General Construction, Inc. located at 716 Main Street Ogunquit, ME 03907, to represent my interests in applying for and obtaining a Building Permit from the City/Town of Ogunquit.

Mark Duffin Date 11/20/19
Owner Mark T Duffin

E Duffin Date 11/20/19
Owner Elizabeth Duffin

**COMPANY AGREEMENT
OF
33 SHORE ROAD, LLC
(a Sole Member, Manager-Run Limited Liability Company)**

May 31, 2019

The Company Agreement of the new Maine limited liability company known as "33 Shore Road, LLC" (the "Company"), created under the Maine Limited Liability Company Act, 31 M.R.S.A. § 1501 et seq. (the "Act") by filing with the Maine Secretary of State on May 22, 2019 is declared and agreed, effective as of said filing date, by and between the Sole Member and the Company.

**ARTICLE 1
Business**

The Company is formed for the purpose of real estate investment and holding and any other business permitted under Maine law and approved by the Sole Member ("Business"). The Company, acting through its Sole Member, shall have all authority and powers necessary or convenient to carry out the Business. The Company's principal business location shall be at 33 Shore Road, Ogunquit, Maine or such other location as the Sole Member shall select from time to time.

**ARTICLE 2
Members**

The Sole Member shall be Mark Dufton and Elizabeth Dufton, jointly. No additional Members may be admitted without the written consent of the Sole Member. As a condition to the admission of additional Members, the Members shall enter into a comprehensive operating agreement relative to their respective rights and obligations, including, as appropriate, waiver of the Act's default rules relative to per capita voting and per capita distributions.

**ARTICLE 3
Membership Interests; Capital Contributions**

The Sole Member has made an initial capital contribution to the Company of real estate, namely, the real estate located at 33 Shore Road, Ogunquit, Maine together with the transfer of value of start-up activities, including legal and other business expenses, as shall be documented on the beginning balance sheet of the Company. The sole member shall not be obligated to make any additional contribution to the Company. The Sole Member shall own one hundred percent (100%) of the interests of the Company ("Membership Interest").

ARTICLE 4
Liability

No Member shall have any liability for the debts and obligations of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of the Business and affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

ARTICLE 5
Profits, Losses and Distributions; Capital Accounts

5.1 **Allocations.** All profits, losses and distributions of cash or other property from the Company shall be allocated or distributed entirely to the Sole Member, in such manner as the Manager determines to be in the Company's best interest.

5.2 **Capital Accounts.** The Company shall maintain the Sole Member's Capital Account in accordance with the Internal Revenue Code and the Treasury Regulations promulgated thereunder.

ARTICLE 6
Management

6.1 **Authority.** The Company shall be managed by its Manager and the Manager shall have full and exclusive authority to act on the Company's behalf. Initially, Mark Dufton and Elizabeth Dufton shall serve as the Managers. The Sole Member may appoint additional or substitute Managers at any time. The Manager need not be a Member.

6.2 **Powers.** Without limitation, the Manager has authority to purchase, sell, mortgage, lease and dispose of real, personal and intangible property, hire employees, contract with third parties, including affiliates, borrow money and pledge the assets of the Company.

ARTICLE 7
Term; Dissolution

7.1 **Term.** The Company shall exist perpetually until dissolved by consent of the Sole Member or as otherwise provided under Maine law.

7.2 **Dissolution.** Upon the Company's dissolution, the Manger shall take all necessary actions to wind up the Company's affairs and shall make all appropriate filings with the Maine Secretary of State. The Company's existence continues until completion of the winding up of the Company's affairs, or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

ARTICLE 8
Withdrawal Rights; Successors

Upon the death, adjudication of incompetency, bankruptcy or insolvency, dissolution or voluntary or involuntary withdrawal as a member, the withdrawing Member's heirs, successors and assigns shall be entitled to all of the benefits of membership. The withdrawal of a Member shall not cause dissolution of the Company.

ARTICLE 9
Indemnity

The doing of any act or the failure to do any act by a Manager or a Member, the effect which may cause or result in loss or damage to the Company or its property, shall not subject the Manager or Member to any personal liability to the Company or the other Members, unless the Manager's or Member's acts or omissions constituted bad faith, gross negligence, willful misconduct, fraud, or a material violation of this Agreement. The Company shall indemnify the Managers and Members and make advances for expenses incurred in defense of claims of liability to the maximum extent permitted under the Act. The Company shall indemnify its employees and agents who are not Managers or Members to the fullest extent permitted by law provided that such indemnification is first approved by the Manager. The right to indemnification under this Agreement shall be fully vested with respect to any matter. No amendment to this Agreement shall have any retroactive effect except to enhance such right for the benefit of the indemnitee.

ARTICLE 10
Miscellaneous

10.1 **Registered Agent and Office.** Initially, Attorney David J. Ballou shall serve as the Company's registered agent and clerk. The initial office of the registered agent is 408 U.S. Route One, Second Floor, York, Maine. The registered agent and office may be determined from time to time by the Manager and as reported on filings made with the Maine Secretary of State as required by the Act.

10.2 **Accounting Period and Methods.** The Company's accounting period shall be the calendar year. The Company shall use such accounting methods as the Manager deems most advantageous.

10.3 **Records.** The Registered Agent shall maintain complete and accurate books and records of the Company's affairs. At a minimum, the Company shall maintain copies of its Certificate of Formation and the Company Agreement, with all amendments, current and past lists of all Members and their addresses, tax returns and financial statements for the past six years, consents or minutes of all meetings of the Members and all documents relative to any Member's obligation to contribute cash, property or services.

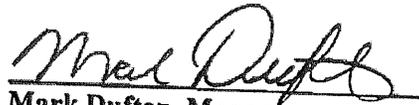
10.4 **Governing Law; Binding Effect.** The Agreement shall be governed by, and

construed in accordance with Maine law. This Agreement is binding upon and inures to the benefit of the Members, their heirs, successors and assigns.

10.5 Amendments. This Agreement and the Company's Certificate of Formation may only be amended by written consent of the Sole Member.

33 Shore Road, LLC

By:


Mark Dufton, Manager


Elizabeth Dufton, Manager

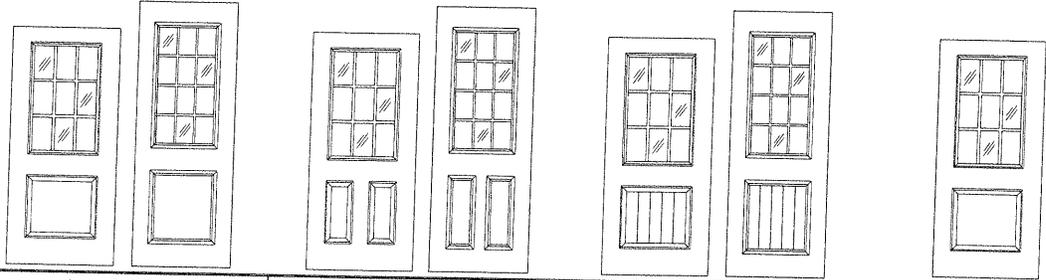


SMOOTH-PRO CLEAR GLASS DOORS

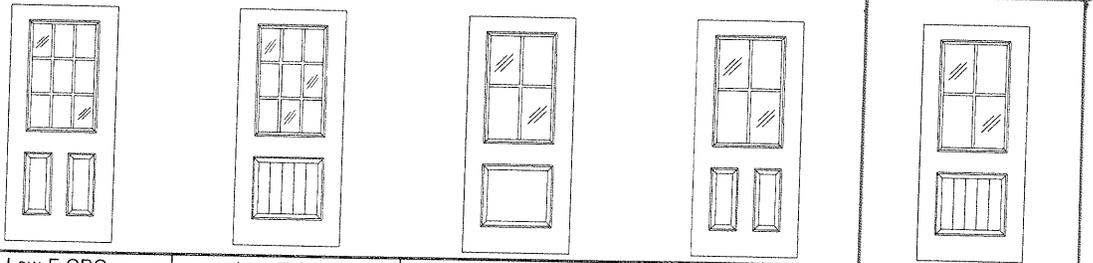


6'-8", 7'-0" & 8'-0" DOORS

BASIC UNIT PRICING



Size	Low-E GBG 1 ¹ / ₁₆ " Contoured Grilles White (WH) 1-Panel	Low-E GBG 1 ¹ / ₁₆ " Contoured Grilles White (WH) 2-Panel	Low-E GBG 1 ¹ / ₁₆ " Contoured Grilles White (WH) Plank	Low-E GBG 5 ⁸ / ₁₆ " Internal Grilles White (WH) 1-Panel
	SP-684CM9-LE-1P	SP-684CM9-LE-2P	SP-684CM9-LE-1PL	SP-684IM9-LE-1P
2'-8" x 6'-8"	\$ 616.00	\$ 616.00	\$ 616.00	\$657.00
2'-10"	616.00	616.00	616.00	657.00
3'-0"	616.00	616.00	616.00	657.00
	SP7-684CM9-LE-1P	SP7-684CM9-LE-2P	SP7-684CM9-LE-1PL	SP7-684IM9-LE-1P
2'-8" x 7'-0"	\$ 722.00	\$ 722.00	\$ 722.00	\$782.00
2'-10"	722.00	722.00	722.00	782.00
3'-0"	722.00	722.00	722.00	782.00
	SP8-684CM12-LE-1P	SP8-684CM12-LE-2P	SP8-684CM12-LE-1PL	
2'-8" x 8'-0"	\$1,162.00	\$1,162.00	\$1,162.00	-
2'-10"	1,162.00	1,162.00	1,162.00	-
3'-0"	1,162.00	1,162.00	1,162.00	-



Size	Low-E GBG 5 ⁸ / ₁₆ " Internal Grilles White (WH) 2-Panel	Low-E GBG 5 ⁸ / ₁₆ " Internal Grilles White (WH) Plank	Low-E GBG 7 ⁸ / ₁₆ " Wide Bar Grilles White (WH) 1-Panel	Low-E GBG 7 ⁸ / ₁₆ " Wide Bar Grilles White (WH) 2-Panel	Low-E GBG 7 ⁸ / ₁₆ " Wide Bar Grilles White (WH) Plank
	SP-684IM9-LE-2P	SP-684IM9-LE-1PL	SP-684WM4-LE-1P	SP-684WM4-LE-2P	SP-684WM4-LE-1PL
2'-6" x 6'-8"	\$657.00	-	-	-	-
2'-8"	657.00	\$657.00	\$720.00	\$720.00	\$720.00
2'-10"	657.00	657.00	720.00	720.00	720.00
3'-0"	657.00	657.00	720.00	720.00	720.00
	SP7-684IM9-LE-2P	SP7-684IM9-LE-1PL	SP7-684WM4-LE-1P	SP7-684WM4-LE-2P	SP7-684WM4-LE-1PL
2'-8" x 7'-0"	\$782.00	\$782.00	\$845.00	\$845.00	\$845.00
2'-10"	782.00	782.00	845.00	845.00	845.00
3'-0"	782.00	782.00	845.00	845.00	845.00

NOTES: Items priced in *italics* are factory order – please allow additional lead time.
 Additional GBG options available as factory order, please inquire.
 White Grilles are BROSCO's standard stock color. Other grille colors available factory order (Champagne, Bronze, Tan), please allow additional lead time.

Clear Glass Doors