

THE OGUNQUIT WINE CELLAR / ALEXANDRA HAIGHT – 59 Shore Road (Tax Map 7 Block 115) – LBD. Application to Amend a previously approved Site Plan Review. Conversion from Retail Use to a Type 3 Restaurant.

TOWN OF OGUNQUIT PLANNING BOARD
SITE PLAN REVIEW AMENDMENT APPLICATION

PLEASE PRINT CLEARLY

DATE REC'D: 6-20-19

MEETING DATE w/ CEO 6-13-19

FEE PAID (\$500): ²⁵⁰ Yes No NA

INITIAL PB HEARING DATE: 7-8-19

TAX MAP: 7 BLOCK: 115

ZONING DISTRICT LB

AMENDMENT TO A PREVIOUSLY APPROVED

SITE PLAN REVIEW APPLICATION - Applicants applying for Design Review should familiarize themselves with Article 6 of the Town's Zoning Ordinance. Originally Approved on _____

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

NAME Donna Lewis Seachambers inc

MAILING ADDRESS P.O. Box 1730

Telephone 207 408 6505 e-mail address _____

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

NAME Alexandra Haight

MAILING ADDRESS P.O. Box 1234 Ogunquit, ME 03907

Telephone 207 451 8744 e-mail address info@ogtwinecellar.com

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

REPRESENTATIVE (if applicable) _____

NAME _____

MAILING ADDRESS _____

Telephone _____ e-mail address _____

PROPERTY ADDRESS: 59 Shore Road

Year Built 1874 (All Pre 1931 structures require review by the Historic Preservation Commission).

Source of date: VISION Card TRIO Card Other Tax

NAME OF BUSINESS (Current & Proposed) The Ogunquit Wine Cellar

(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? Yes No Public Works Review? Yes No

Police Dept. Review? Yes No Conservation Commission? Yes No

Fire Dept. Review? Yes No Planning Consultant? Yes No

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

BRIEF DESCRIPTION OF PROJECT: An amendment to previous change of use type-3 restaurant. I would like to have indoor seating, no retail, and serve beer & wine. 12 total seats.

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: ASAP

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

- | | | |
|--------------------------------------|---|--|
| <input type="checkbox"/> roads | <input type="checkbox"/> storm drainage | <input type="checkbox"/> other <u> </u> |
| <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:

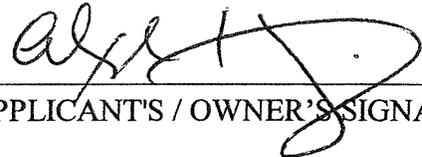
- individual wells connection to public water system

Identify method of sewage disposal to the proposed development:

- connection 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.

6/13/19
DATE


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**

Dear Scott and other planning board members,

I am pleased to be submitting this amendment to a previously approved site plan review application for Haight Dining LLC at 59 Shore Rd D.B.A. The Ogunquit Wine Cellar. This business is located at LB map 7 lot 115. My proposal is to add 12 seats of indoor dining inside with 246.75 square feet of dining area. This change will allow my patrons to enjoy their food inside in the case of inclement weather. As part of the application, Haight Dining LLC is requesting a waiver for the following items:

Item 6.6.C.3.T

An estimate of the amount and type of vehicular traffic to be generated on a daily basis and at peak hours.

REASON: There are currently no parking spaces for this property. All of our customers will be driven by foot traffic from nearby hotels, the adjacent trolley stop, and the fact that I am within walking distance to the beach and downtown General Business District. We do not predict that we will increase the normal flow of vehicular traffic in any way.

Item 6.6.C.3.U

A Traffic impact analysis, prepared by a registered professional engineer with experience in traffic engineering (for projects requiring 10 or more parking spaces, or 50 plus trips per day.)

Reason: There are currently no parking spaces for this property. All of our customers will be driven by foot traffic from nearby hotels, the adjacent trolley stop, and the fact that I am within walking distance to the beach and downtown General Business District. We do not predict that we will increase in traffic due to the seating inside.

This ends the requested waivers; please let me know if you have any questions!

Sincerely,



Alexandra Haight and Matthew Haight

Co-Owners of Haight Dining LLC

SITE PLAN REVIEW SUBMISSIONS CHECKLIST

Applicant Name ALEXANDRA HAIGHT Date 6-13-19
 Map / Lot / Zone 7-115 - LBD

This checklist has been prepared to assist applicants in developing applications. It should be used as a guide in assembling the information necessary for a site plan review. However, the checklist does not substitute for the text of Article 6.6 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. At the initial Completeness Meeting with the Planning Board, the Board will review this list, and the Board Chairperson will check the appropriate box in column 2 when the Board has determined that the submission is sufficient and acceptable;
3. 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 is not applicable he will check the box in column 3;
4. If the Code Enforcement Officer denies a waiver request he will check the box in Column 4 and the Planning Board will make the determination at the Completeness Hearing.

Note that this checklist only covers the submission requirements for a site plan review. It does not address the review standards that the application must meet in the next stage of the process.

		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.	Applicant requests waiver of Submission Requirement.
SITE PLAN REVIEW REQUIRED SUBMITTALS					
6.6.C.3.A	Fifteen copies of the site plan (at least 1" = 20') and all supporting materials, including site plan review application form, and site plan review submissions checklist; Application fee and Escrow deposit paid.	✓			
6.6.C.3.B	Title Block & Legend	✓			
6.6.C.3.C	Assessor's Map and Lot numbers for subject & adjoining properties	✓			
6.6.C.3.D	Verification of right, title or interest in the property by deed, purchase and sales agreement, option to purchase, or some other proof	✓			
6.6.C.3.E	Standard boundary survey of the parcel			✓	
6.6.C.3.F	Existing & Proposed: Building Footprints, Parking lots, Drives, Walkways, Roads, Landscaping, Grading/Clearing, Undisturbed Areas	✓			
6.6.C.3.G	Existing & Proposed: Utilities, Sewers, Water Mains, Culverts, Stormwater Mgmt, On-site or Adjacent			✓	
6.6.C.3.H	Existing & Proposed: Two-foot Contours			✓	
6.6.C.3.I	Location of all wetlands, rivers, streams, brooks and other water bodies, natural features, on-site or adjacent			✓	
6.6.C.3.J	High intensity soil survey (for undeveloped, vacant sites w/o water & sewer)			✓	
6.6.C.3.K	Zoning district in which the project is located and the location of any zoning boundaries	✓			
6.6.C.3.L	The boundaries of any flood hazard areas and the 100-year flood elevation	✓			
6.6.C.3.M	A copy of any proposed deed restrictions intended to cover all or part of subject property			✓	
6.6.C.3.N.i	<i>Sewer Service Area</i> - A letter from the sewer district stating the district has the capacity to collect and treat the waste water, review and approval of sewerage system design	✓			
6.6.C.3.N.ii	<i>Outside Sewer Service Area</i> - Septic System Design by LSE or PE			✓	

SITE PLAN REVIEW REQUIRED SUBMITTALS		the Planning Board	Other	
6.6.C.3.O.i	Water Service Area - A written statement from the servicing water district indicating review and approval of water system design	✓		
6.6.C.3.O.iii	Outside Water Service Area - Evidence of adequate supply from well driller or hydrogeologist		✓	
6.6.C.3.P	Location, names, and present widths of existing streets, highways, easements, building lines, parks and other open spaces on or adjacent		✓	
6.6.C.3.Q	Width and location of any streets, public improvements or open space shown upon the official map and in the Comprehensive Plan, if any, within the site.		✓	
6.6.C.3.R	Location of any open space to be preserved and a description of proposed ownership, improvement and management		✓	
6.6.C.3.S	Hydrogeologic assessment prepared by a Certified Geologist or Registered Professional Engineer <i>outside of public water & sewer areas</i>		✓	
6.6.C.3.T	An estimate of the amount and type of vehicular traffic to be generated on a daily basis and at peak hours			✓
6.6.C.3.U	A traffic impact analysis, prepared by a Registered Professional Engineer with experience in traffic engineering (<i>for projects requiring 10 or more parking spaces, or projected 50+ trips per day</i>)			✓
6.6.C.3.V	Areas within or adjacent to the proposed site which have been identified as high or moderate value wildlife habitat by the Maine Department of Inland Fisheries and Wildlife or within the comprehensive plan		✓	
6.6.C.3.W	Historic Areas within or adjacent to the proposed site which are either listed on or eligible to be listed on the National Register of Historic Places, Ogunquit Historic Register, or have been identified in the comprehensive plan		✓	
6.6.C.3.X	Parking, Driveway, Street Plans		✓	
6.6.C.3.Y	Stormwater Management Plan		✓	
6.6.C.3.Z	Erosion & Sedimentation Control Plan		✓	
6.6.C.3.AA	Location of any streets, public improvements or open space shown in the comprehensive plan or capital improvements plan, within the site		✓	
6.6.C.3.BB	Parcels of land proposed to be dedicated to public use and the conditions of such dedication		✓	
6.6.C.3.CC	Location/Method of Land Clearing & Construction Debris disposal		✓	
6.6.C.3.DD	Cost Estimates for Setting Performance Guarantees, pursuant to sec. 4.8		✓	
6.6.C.3.EE	State or Federal Permits: DEP Site Law, DEP NRPA, DHHS, Army Corps, DOT		✓	

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

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!



6-13-2019

REQUEST FORM

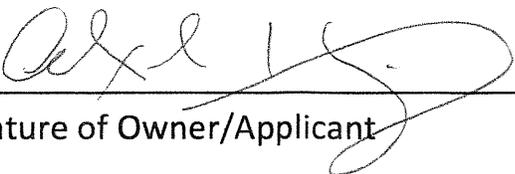
Town of Ogunquit, Maine

If there is more than one waiver requested, each waiver request shall be made using a separate form. Each Waiver Request shall be submitted in writing, by the applicant, and shall be included with the initial 15 application packets. The request shall fully state the reasons, circumstances, and other information which the Applicant believes supports the waiver request. Additionally, each waiver that is granted by the Planning Board shall be listed on the Final Approved Survey or Site Plan *(It is the Applicant's responsibility to provide a Final Survey or Site Plan within seven days of the Board's closing of the application review.)*

Applicant/Project Name: Alexandra Haight
Site Location (Street Address): 59 Shore Rd Ogunquit, ME 03907
Map # 7 Block # 115 Lot # 7-115 Zone: LBD
Project Description: I am applying to amend my prior approval for a type 3 restaurant to have indoor seating.
(If you need additional space please attach a separate sheet of paper)

Property Owner (according to current VISION Tax Card): Donna Lewis
Address of Owner(s): 62 Cherry Ln Ogunquit, ME 03907
Phone #: 207 408 6505 Email: dlewis@yahoo.com
Land Surveyor: Harvey Wells
Phone #: 207 967 5415 Email: _____
Engineer: James A Oppert
Phone #: 207 985 6868 Email: _____

I, Alex Haight seek the following described waiver: *(Be specific and reference relevant sections of Ogunquit Zoning Ordinances. Attached additional pages if necessary)* Artical 6.6.C.3 u


Signature of Owner/Applicant

6/13/19
Date of Submittal

Review date(s) by Planning Board: _____
Planning Board Decision: Approved / Approved with Modifications / Denied
Signature of Planning Board Chair: _____

REQUEST FORM

Town of Ogunquit, Maine

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Signature of Owner/Applicant

6/13/19
Date of Submittal

Review date(s) by Planning Board: _____
Planning Board Decision: Approved / Approved with Modifications / Denied
Signature of Planning Board Chair: _____



Land Use Office
Post Office Box 875
Ogunquit, Maine 03907-0875

Tel: 207-646-9326
ceogt@townofogunquit.org

Date: 6-28-2019
To: Planning Board
From: Scott Heyland/ CEO
Re: Submission Requirements deemed not applicable
Site Plan Review- The Ogunquit Wine Cellar

I have reviewed the application for the Ogunquit Wine Cellar for an Amendment to a previously approved Site Plan and find the following submission requirements to be not applicable.

6.6.C.3.E Standard Boundary Survey of the parcel.

Reason- No Site work or alterations of any structures are proposed.

6.6.C.3.G Existing and Proposed: Utilities, Sewers, Water Mains, Culverts, Storm water Management On site or adjacent.

Reason- There are no new connections proposed.

6.6.C.3.H Existing and proposed two foot contours.

Reason- No site work is proposed.

6.6.C.3.I Location of all wetlands, rivers, streams, brooks and other water bodies, natural features, on-site or adjacent

Reason- Site is currently developed

6.6.C.3.J High intensity soil survey.

Reason- The property is currently developed.

6.6.C.3.M A copy of any proposed deed restrictions intended to cover all or part of subject property.

Reason- There are no proposed deed restrictions.

6.6.C.N.ii Outside sewer service area – Septic System Design by LSE or PE.

Reason- The property is served by public sewer.

6.6.C.3.O.iii Outside water service area – Evidence of adequate supply from well driller or hydrogeologist.

Reason- The property is served by public water.

6.6.C.3.P Locations, names and present widths of existing streets, highways, easements, building lines, parks and other open spaces on or adjacent

Reason- No changes are proposed to the site.

6.6.C.3.Q Width and location of any streets, public improvements, or open space shown upon the official map and in the Comprehensive Plan, if any within the site.

Reason- None is proposed within the site.

6.6.C.3.R Location of any open space to be preserved and a description of the proposed ownership, improvement and management.

Reason- None is proposed within the site.

6.6.C.3.S Hydrogeologic assessment prepared by a Certified Geologist or Registered Professional Engineer outside of public water and sewer areas.

Reason- The property is served by public water and sewer.

6.6.C.3.V Areas within or adjacent to the proposed site which have been identified as high or moderate value wildlife habitat by the Maine Department of Inland Fisheries and Wildlife or within the Comprehensive Plan.

Reason- The property is fully developed.

6.6.C.3.W Historic Areas within or adjacent to the proposed site which are either listed on or eligible to be listed on the National Register of Historic Places , Ogunquit Historic Register, or have been identified in the Comprehensive Plan.

Reason- There is no changes to site or building features.

6.6.C.3.X parking, driveway, street plans

Reason- There are no proposed changes.

6.6.C.3.Y Storm water management plan

Reason- The property is developed and no changes are proposed.

6.6.C.3.Z Erosion and Sedimentation Control Plan.

Reason- No construction is proposed to take place.

6.6.C.3.AA Location of any streets, public improvements or open space shown in the Comprehensive Plan or Capital Improvements Plan within the site.

Reason- None is proposed.

6.6.C.3.BB Parcels of land proposed to be dedicated to public use and the conditions of such dedication.

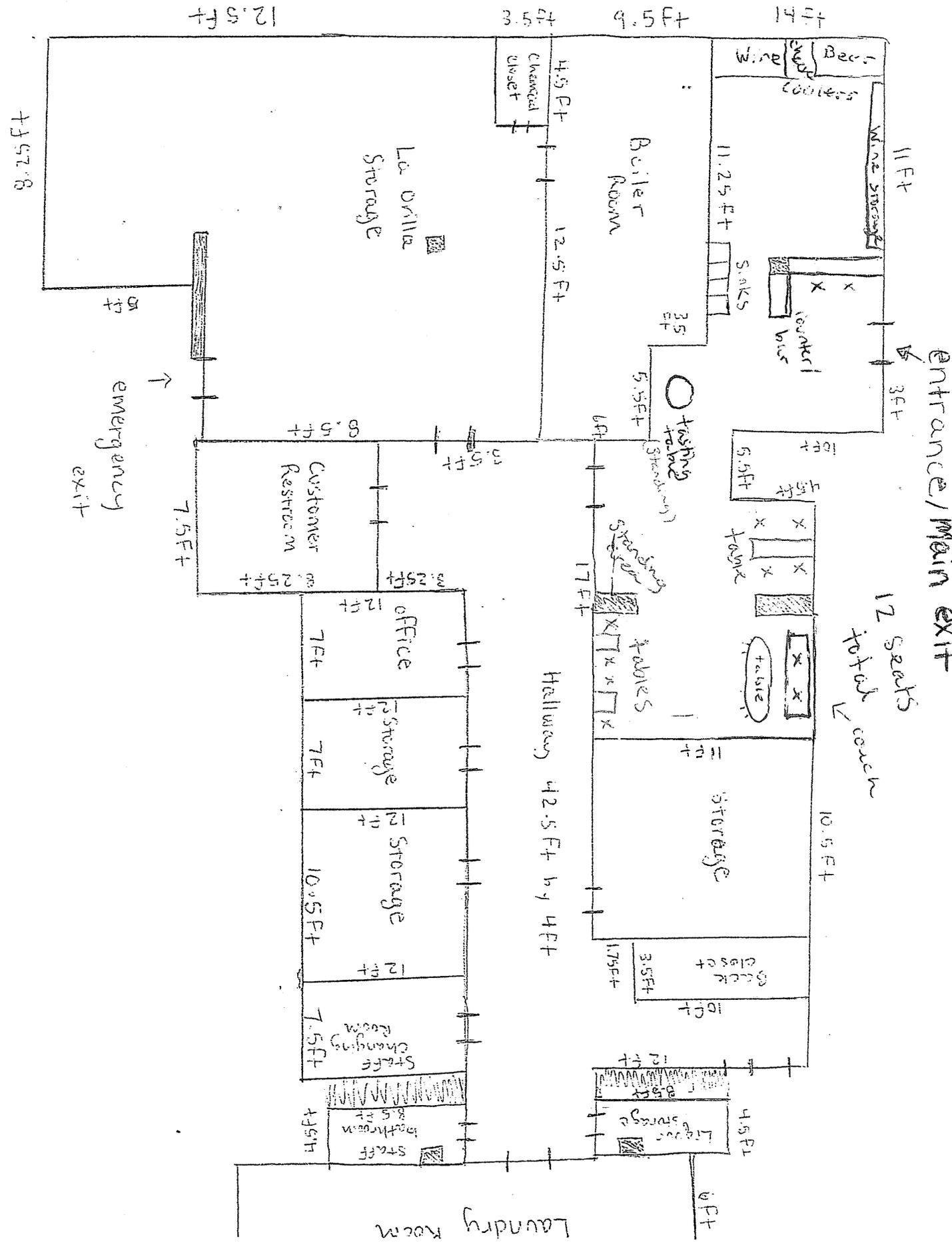
Reason- None is proposed.

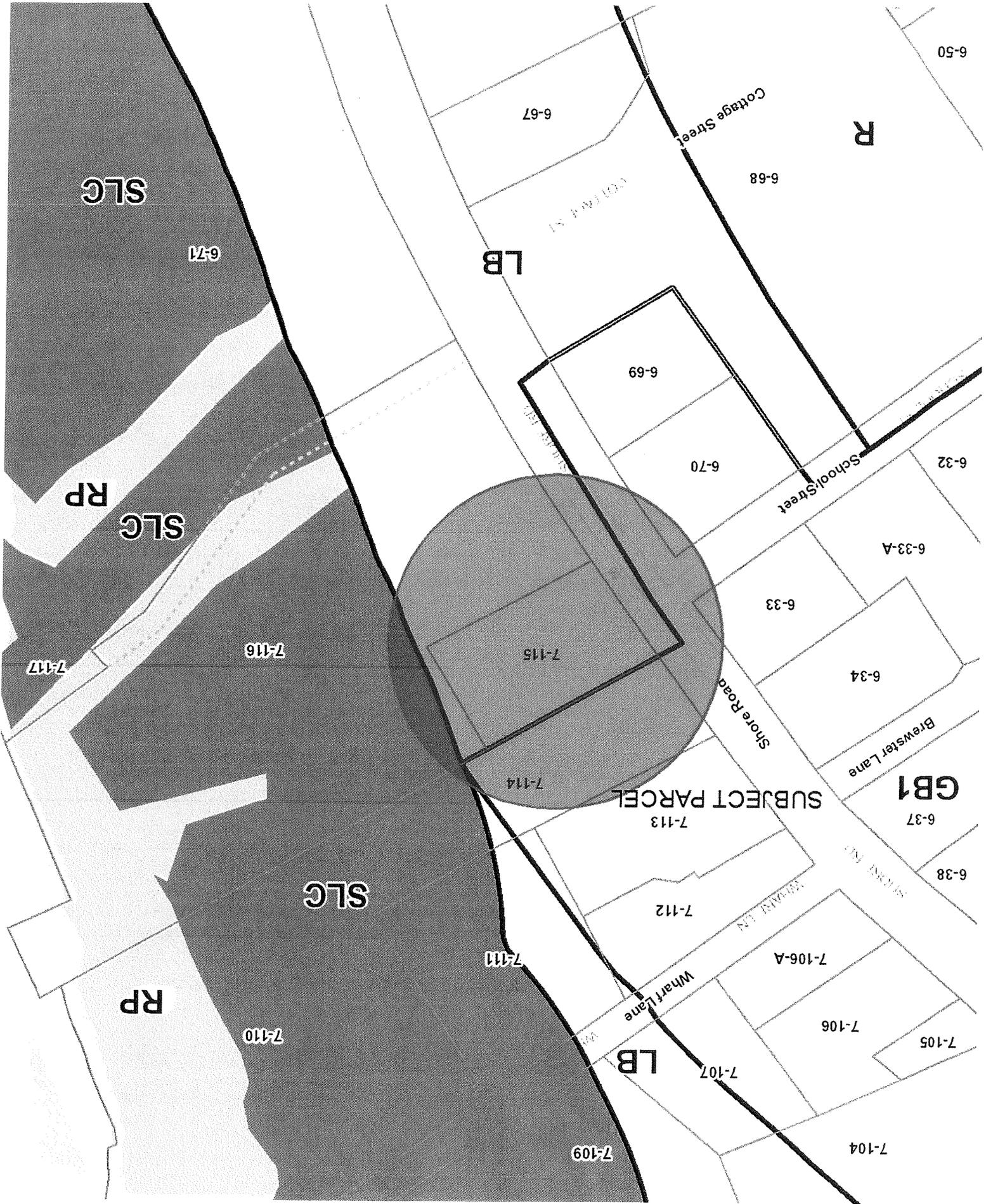
6.6.C.3.CC Location/ method of Land Clearing and Construction Debris disposal.

Reason- None is proposed

6.6.C.3.DD Cost Estimates for setting Performance Guarantees, pursuant to sec.4.8.

Reason- The project does not require surety.





Maine Flood Hazard Map



6/13/2019 2:52:51 PM

Flood_Zones_Q3 AE AH; AO X500

A

VE

1:1,128

0 0.01 0.01 0.02 mi

0 0.01 0.02 0.04 km

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the community, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geogra Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Comr Floodplain Program, FEMA

THIS LEASE AGREEMENT made this first day of January by and between **SEA CHAMBERS, INC** of Ogunquit, ME, hereinafter referred to as the **LANDLORD**, and **HAIGHT.DINING LLC, dba THE WINE CELLAR.** with its principal office in Ogunquit, hereinafter referred to as the **TENANT.**

WITNESSETH: That the **LANDLORD** has agreed to let and hereby does let unto the **TENANT**, and the **TENANT** has agreed to take and hereby does take from the said **LANDLORD**, subject to the terms and conditions hereinafter expressed, the following described premises:

It being the building situated on the easterly side of Shore Road in the Village of Ogunquit, Maine known as 59 Shore Road, which premises has for many years been known as the Methodist Church, and is now to be known as the Sanctuary Shops. Said premises comprise the entire building from front to back and side to side in the basement area.

NOW THEREFORE, in consideration of the mutual obligations and covenants herein set forth, the parties hereto **AGREE** as follows:

FIRST: TERM. Notwithstanding the date hereof, the term of this Lease shall be for a period of three years commencing from January 1, 2016 and ending on December 31, 2020, subject to the right of the **TENANT** to renew this Lease for an additional period as hereinafter provided in paragraph ~~THIRD~~ **FOURTH** *ack dll*

SECOND: BASE RENT. The **TENANT** agrees to pay for the use and occupancy of the premises herein described the base rental of **TWENTY FOUR THOUSAND and no/ 100 (\$ 24,000) DOLLARS ANNUALLY.** The description of payments outlined in addendum #1.

THIRD: COST OF LIVING CHANGES TO BASE RENT. On every anniversary date of each year that the **TENANT** occupies the same premises, the base rent may be adjusted, but in no event shall exceed the Cost of Living Index for the preceding twelve months as issued by the US Bureau of Labor Statistics for Boston, Massachusetts.

FOURTH: OPTION TO RENEW. Provided that the **TENANT** is not in default or breach of this **LEASE**, The **TENANT** hereunder shall have a first option to renew and extend this Lease at the expiration of the first lease term for an additional three -year term upon the same terms and conditions herein, with the exception of rent which shall be

negotiated at that time. Any increase will be divided by twelve (12) and added to the monthly rent beginning on the anniversary date of each year that the same TENANT occupies the same premises. In order to exercise the option to renew, the TENANT must file written notice to the LANDLORD of its intention to renew no later than six (6) months prior to the expiration of the initial lease term expiring DECEMBER 31, 2021.

5 year term
cash
all

FIFTH: HEAT AND UTILITIES. The premises are leased by the LANDLORD to the TENANT unheated; therefore, the TENANT shall be responsible for the cost of all heating oil used to heat the leasehold premises. The LANDLORD shall maintain the heating system in good working order. The TENANT agrees to pay for all other utilities and specifically, without limitation, including the cost of electricity, telephone, and cable connection. The LANDLORD shall pay for the cost of providing water and sewer to the premises.

SIXTH: LEASEHOLD IMPROVEMENTS. The TENANT agrees that no major or structural leasehold improvements, alterations, or changes of any nature shall be made to the leasehold premises or any of the perimeter walls, ceiling or floor without first obtaining the consent of the LANDLORD in writing, which consent shall not be unreasonably withheld, and that upon default or termination of this Lease, all leasehold improvements made to the premises which become affixed or attached to the leasehold premises such as walls, floors, carpeting, flooring partitions, plumbing fixtures, lighting fixtures, and all other similar leasehold improvements shall become the property of the LANDLORD. The TENANT shall not grant any mortgages or other liens against such leasehold improvements without the LANDLORD'S prior written consent, and shall indemnify the LANDLORD against any mechanics' lien arising out of the making of any alterations, additions, or improvements to the leasehold premises.

Furthermore, any leasehold improvements so made shall be done only in accordance with applicable Federal, state or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold premises.

Notwithstanding any other provisions in the Lease, all movable leasehold trade fixtures and equipment, including lighting fixtures, counters and base units which are attached but are not permanent installed by TENANT shall remain the TENANT'S property through the term of this Lease, and may be removed by the TENANT upon termination of this Lease provided the premises are left in substantially the same condition as prior to installation, and all holes or openings are filled and repaired, less ordinary wear and tear. Furthermore, nothing herein shall preclude the TENANT from granting a security interest in such fixtures or equipment associated with the operation of any business.

It is further agreed that the TENANT shall be responsible for all interior painting and decoration, it being understood that the premises are being rented "as is".

The TENANT shall be responsible for all interior non-structural repairs and maintenance of the leasehold premises, particularly those areas or items requiring timely maintenance and attention. The TENANT shall properly maintain the premises in a good, safe, and clean condition at all times and shall properly and promptly remove all rubbish and see that it is properly disposed of according to the directions of the LANDLORD.

In the event the building housing the leased premises is damaged as a result of any neglect or negligence of the TENANT, its employees, agents, business invitees, or any independent contractors serving the TENANT or in any way as a result of the TENANT'S use and occupancy of the premises, then the TENANT shall be primarily responsible for seeing that the proper claims are placed with the TENANT'S insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the leased premises are safeguarded with respect to said damage and that all proper notices with respect to said damage are made in a timely fashion including notice to the LANDLORD, and the party or parties causing said damage.

The TENANT shall during the term of this Lease, and any renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it was at the date of this lease, reasonable wear and use excepted. The TENANT shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any Federal, state or local authorities. TENANT shall also be responsible for the cost, if any, which would be incurred to bring its contemplated operation and business activity into compliance with any law or regulation of the Federal, state, or local authority.

The LANDLORD shall be responsible for all structural repairs and maintenance, including the heating system and air conditioning. It shall be the LANDLORD'S responsibility to ensure that the plumbing and the electrical systems be kept up to code.

EIGHTH: USE: The TENANT further agrees to abide by all applicable zoning regulations and Village ordinances and by any and all rules relating to use of the building by all tenants, whether promulgated before or after execution of this Lease, pertaining but not limited to noise, odors, disposal of refuse, signs, and use of any common areas. Specifically, the TENANT agrees to respect the rights of all other tenants in the building and not allow excessive noise, and to do no act so as to unreasonably disrupt the use and enjoyment of the same by such tenants and their patrons, including obstructing the

sidewalks and patio areas or allowing the same to be obstructed or encumbered in any manner

NINTH: INSURANCE. The LANDLORD will maintain at the LANDLORD'S expense property insurance, insuring the leased premises against loss by fire and extended coverage which shall be maintained at a level equivalent to the "cost of replacement", as may be allowed by the LANDLORD'S insurance coverage. The TENANT will provide and maintain adequate liability insurance and insurance coverage for the personal property contents. Either party may request evidence of coverage.

TENTH: FIRE AND CASUALTY LOSS. If the fire or other casualty is caused by an act or neglect of the TENANT, the TENANT'S employees or invitees, then all repairs will be made at the TENANT'S expense and the TENANT must pay the full rent with no adjustment. The cost of the repairs will be added rent.

The LANDLORD has the right to demolish or rebuild the building if there is substantial damage by fire or other casualty. The LANDLORD may cancel this Lease within thirty (30) days after the substantial fire or casualty by giving the TENANT notice of the LANDLORD'S cancellation notice to the TENANT. The TENANT must deliver the premises to the LANDLORD on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled by the LANDLORD, the LANDLORD is not required to repair the premises or building and any rent paid in advance shall be returned to the TENANT. The cancellation does not release the TENANT of liability in connection with the fire or casualty.

The LANDLORD agrees that if a portion or all of the demised premises shall become damaged or destroyed by fire, act of God, or other casualty during the term hereof, this lease may be terminated at the option of the LANDLORD.

ELEVENTH: MISCELLANEOUS DAMAGE. The TENANT shall promptly replace, at its expense, any and all broken glass in and about the leased premises. Furthermore, damage and injury to the said premises, caused by carelessness, negligence or improper conduct on the part of the said TENANT or the TENANT'S agents or employees shall be repaired as speedily as possible by the TENANT at the TENANT'S own cost and expense.

TWELFTH: RIGHT OF ENTRY. The LANDLORD shall have reasonable access to the demised premises during business or non-business hours for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof, but the LANDLORD shall not interfere with the TENANT'S

upon reasonable notice, the LANDLORD reserves the right to show the premises to prospective purchasers. Under all circumstances, the LANDLORD shall provide at least 24 hours notice for access, except in emergency situations.

THIRTEENTH: SECURITY DEPOSIT. There is no security deposit.

FOURTEENTH: ASSIGNMENT AND SUBLET. The TENANT may sublet the premises without prior written consent of the LANDLORD, provided all terms of this lease are in accord with new leases being issued. The TENANT, however, shall continue to be liable in event of default by the assignee.

FIFTEENTH: DEFAULT AND POSSESSION. In the event that the TENANT shall fail to pay such rent, assessments or other escalations as herein provided, or any part thereof, when the same are due and payable, or shall otherwise be in default of the terms of said Lease for a period of more than fifteen (15) days, after receiving notice of said default, or shall abandon or vacate the premises during the term hereof, then the parties hereto expressly agree and covenant that the LANDLORD may declare the Lease forfeited and the LANDLORD or its representative may re-enter said premises, in accordance with Maine law, sue for rent, or resort to any legal remedy, but waiver by the LANDLORD of any breach by the TENANT shall not constitute waiver of any other provision of this lease.

In the event an attorney is engaged by either party to enforce any terms or provisions under this Lease, then the prevailing party shall be entitled to recover the reasonable attorney's fee in addition to all costs of any action that may be instituted.

Notwithstanding the above, in the event of default, the LANDLORD shall be obligated to give the TENANT written notice of said default specifying action required to cure said default, by certified mail, return receipt requested to HAIGHT.DINING LLC at the place of business, or in person to ALEXANDRA HAIGHT, or the manager of HAIGHT.DINING LLC. and allow the TENANT not less than thirty (30) days from the date of said notice to cure said default before LANDLORD shall be allowed to take any action or exercises any rights or remedies as set forth above, except in the event of an emergency requiring the LANDLORD to take immediate action in order to protect the premises in accordance with Maine law. However, notwithstanding said grace period, rent which is in default more than thirty (30) days after due date shall accumulate interest at a rate of twelve (12%) percent per annum.

SIXTEENTH: NON-WAIVER. The failure of the LANDLORD to insist upon a strict performance of any of the terms,. Conditions and covenants herein, shall not be deemed a waiver of any rights or remedies that the LANDLORD may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants herein contained.

SEVENTEENTH: QUIET ENJOYMENT AND SURRENDER. So long as the TENANT is not in default, the LANDLORD covenants that the TENANT shall have quiet enjoyment of the premises. The TENANT agrees that it will, upon the expiration date of this Lease or any extensions thereof, deliver said premises to the LANDLORD in as good condition as when taken hereunder with the exception of ordinary wear and tear occasioned by the use of the premises.

EIGHTEENTH: HOLDING OVER. In the event the parties agree to extend the terms of this Lease, unless agreed in writing, this Lease shall be construed as a month-to-month tenancy in accordance with the terms hereof and Maine state law, as may be applicable.

*ask
all*

[Faint, mostly illegible text, possibly a redacted section or a very light scan of another part of the document.]

TWENTIETH: EFFECTIVE DATE. This Lease shall be effective the first day of January, 2016 Notwithstanding a later execution date.

THIS LEASE AGREEMENT is executed in duplicate and is binding upon the heirs, successors and assigns of the parties hereto.

THIS LEASE AGREEMENT shall be governed exclusively by the provisions hereof and by the laws in effect in the State of Maine as those laws may be amended from time to time.

ENTIRE AGREEMENT; BINDING EFFECT: All negotiations, considerations, representations, and understandings between LANDLORD and TENANT are incorporated herein and may be modified or altered only by agreement in writing between LANDLORD and TENANT, and no act or omission of any employee or agent of LANDLORD shall alter, change, or modify any of the provisions hereof. All rights, obligations, and liabilities contained herein given to, or imposed upon, LANDLORD and TENANT shall extend to and bind the several respective administrators, trustees, receivers, legal representatives, successors, heirs, and permitted assigns of LANDLORD and TENANT, and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein.

MAILING ADDRESS OF THE LANDLORD IS:

SEA CHAMBERS, INC
P.O. Box 1730
Ogunquit ME 03907

MAILING ADDRESS OF THE TENANT IS:

HAIGHT.DINING, LLC dba THE WINE CELLAR
P.O. Box 1234
Ogunquit, ME 03907

AIN WITNESS WHEREOF, the LANDLORD and TENANT hereto set their hands
this tenth day of January 2016.

SEA CHAMBERS, INC

A. Diener
Witness

By: Sumner F. Lewis

HAIGHT.DINING, LLC dba THE WINE CELLAR

A. Diener
Witness

By: Allyson T. J.



Office: 207.646.2028
Plant: 207.646.3271
Fax: 207.646.8783

Address: PO Box 934
Ogunquit, ME 03907
Email: info@ogunquitsewerdistrict.org
Web: www.ogunquitsewerdistrict.org

June 14, 2019

Alexandra Haight
Ogunquit Wine Cellar
59 Shore Rd
Ogunquit, ME 03907

Re: Ogunquit Wine Cellar, 59 Shore Rd, Ogunquit ME, MBLU: 7-115

Dear Ms. Haight:

The Ogunquit Sewer District has reviewed your request for sewer availability at the Ogunquit Wine Cellar, Ogunquit, MBLU 7-13. Based on our analysis, it has been determined that there is capacity available to handle the anticipated discharge from your proposed project to add 12 seats to your business and serve beer & wine.

It should also be noted that a grease trap is required if you are preparing food or rinsing any oils or grease down a sink drain. There will also be impact fees that are based on the total number of seats added and whether or not alcohol will be served (see attached rate sheet and application for sewer permit). In your case, the impact fee would be \$1,920.00. Please return the signed application when this has been approved, at which time we will bill you for the impact fee.

Should you have any questions, please feel free to call me at 207-646-3271 or email me at phil@ogunquitsewerdistrict.org.

Sincerely,

Philip A. Pickering
Superintendent

PAP:dp

Cc: Scott Heyland, CEO

Trustees:
Thomas P. Oliver, President
Robert A. Emmons, Vice President
James E. Burrows
Frederick A. Lynk

Kennebunk, Kennebunkport and Wells Water District

Stephen P. Cox, Superintendent
Scott J. Minor, Assistant Superintendent
Wayne A. Brockway, Treasurer

P.O. Box 88, 92 Main Street
Kennebunk, Maine 04043

Phone 207-985-3385
Fax 207-985-3102
www.kkw.org

June 14, 2019

Alexandra Haight
59 Shore Road
Ogunquit ME 03907

Subject: amend previous approval for type 3 restaurant by adding 12 seats of indoor dining inside. 59 Shore Road Ogunquit map 7 lot 115.

Dear Ms. Haight:

This letter is to inform you that near the above location an adequate domestic water supply is available from the District's 12" water main along Shore Road. Water pressure in this area typically averages approximately 65 PSI. For fire suppression purposes approximately 1000 gallons per minute at 20 PSI residual pressure is available along Shore Road near this location. This figure is an estimate for planning purposes only. An actual field test should be performed by the owner's agent prior to designing any fire suppression system.

The owner may be assessed an appropriate share of the costs of system expansion which will include but may not be limited to a System Development Charge, based upon meter size and/or anticipated water consumption, as approved by the Maine Public Utilities Commission.

The Water District has not reviewed any plans for this project. The property is currently served by a 1" service line and 5/8" meter. If new units are added or upgraded service is needed to meet any additional demand that may result from this change of use, the owner will be allowed to request one pursuant to the District's rules and regulations in effect at that time.

Please call if you have any additional questions.

Sincerely,



Paul Cote
Assistant Distribution Manager

Ogunquit Fire / Rescue

15 School Street, P.O. Box 875
Ogunquit, ME 03907
(207) 646-4947

June 24, 2019

TO: Planning Board
From Ogunquit Fire Department

RE: Ogunquit Wine Cellar

An inspection for License renewal was held on June 19, 2019, see attached inspection, and we will need a final inspection.

We approve going from type 3 to type 1 restaurant.

Respectively


Ed Smith
Fire Chief

Fire Chief

From: Fire Squad [firedept@townofogunquit.org]
Sent: Wednesday, June 19, 2019 10:27 AM
To: 'Admin'
Cc: firechief@townofogunquit.org
Subject: wine cellar inspection

Hi Cheryl,, The inspection at the Wine Cellar needs a re inspection in a couple of weeks . She needs to clean boiler room and remove two extension cords and replace a emergency exit and light in down stairs hallway and have a up to date floor plan to give to Code Office.

Captain Shannon Bridges
Ogunquit Fire Rescue



Land Use Office
Post Office Box 875
Ogunquit, Maine 03907-0875

Tel: 207-646-9326
ceogt@townofogunquit.org

MEMORANDUM

Date: June 28, 2019
To: Town of Ogunquit Planning Board
From: Scott Heyland- Director of Codes and Planning
RE: Site Plan Review Amendment for the Ogunquit Wine Cellar 59 Shore Rd. (Tax Map 7 Lot 115) Limited Business District

Project description

On April 9, 2018 the Planning Board approved a Site Plan review for the Ogunquit Wine Cellar as Type 3 Restaurant. The property is located at 59 Shore Rd in the Limited Business District. The current approval includes food being prepared and taken off site for consumption with no on site seating. This application involves adding indoor seats for patrons to consume food and alcoholic beverages on site. The proposed indoor dining area is approximately 11'x17' which is currently used as retail sales floor area. The requirements for off street parking are not increasing. The current approval contains a waiver of the required 4 spaces.

No additional cooking equipment and no exterior modifications to the property are proposed. A restroom is available for customers.

Ogunquit Zoning Ordinance Article 6.6.B requires Site Plan Review for any increase in indoor or outdoor restaurant seating.

Article 6- Planning Board

6.6 Procedures for Site Plan review:

Notifications have been made to the Police Chief and Fire Chief, Also notification was made to the Public Works Department.

All applicable application submissions requirements have been submitted and reviewed and those that have been determined by the Code Enforcement Officer to be inapplicable have been indicated on the checklist and in a separate memo provided in your packet. The applicant has requested two waivers which have been provided in your packet.

Conditions

The Fire Chief will make the final determination on the total amount of seating.

All conditions of the current approval are applicable except for the additional on site indoor seating and alcohol consumption.

Conclusions-

After a review of the proposal, I do not find any issues with the proposed amendment.

The Planning Board shall hold a public hearing on the site plan review application within 30 days of determining the application is complete.