

Application Number _____
Fees Preliminary _____ Pd _____
Fees Final _____ Pd _____

TOWN OF WALDOBORO
Site Plan Review and Subdivision Ordinance Preliminary Application
(Please Type or Print)

Type of Application: Site Plan Review Subdivision Ordinance
 Shoreland Zone Flood Plain Hazardous Materials

Brief description of proposed project: TO USE AS A Cabinetry, fine furniture workshop

Location: 17 Friendship Road zone: Downtown Map: V4 Lot: 11

Name of Applicant: Carey Knouse - CDK Cabinetmakers

Address: 1652 Clarry Hill Road Town: Union State: ME Zip: 04862

Telephone Numbers: 207-701-1674

Local Contact, Name: _____ Telephone: _____

Name of Owner (if not applicant): Elizabeth Roosevelt

Address: 17 Friendship Road Town: Waldoboro State: ME Zip: 04572

Applicant must attach a copy of deed, signed option agreement or lease agreement. If applicant is a corporation, attach certificate from the Secretary of State (Maine), showing authority to do business in Maine.

Name of Applicant's Engineer: _____ Telephone: _____

Address: _____ Town: _____ State: _____ Zip: _____

Name of Applicant's Attorney: _____ Telephone: _____

Address: _____ Town: _____ State: _____ Zip: _____

Name of Applicant's Soil Scientist: _____ Telephone: _____

Address: _____ Town: _____ State: _____ Zip: _____

Name of Applicant's Land Surveyor: _____ Telephone: _____

Address: _____ Town: _____ State: _____ Zip: _____

I certify that the information contained in this application is correct to the best of my knowledge.

Signature (applicant):  Date: August 19, 2023
Title: Owner - CDK Cabinetmakers

Action by the CEO, Planning Board, Board of Appeals

Informal Pre-Application Review:	Date: _____	By: _____
Preliminary Review:	Date: _____	By: _____
Site Walk:	Date: _____	By: _____
Public Hearing:	Date: _____	By: _____
Modifications:	Date: _____	By: _____
Final Review:	Date: _____	By: _____
Modifications:	Date: _____	By: _____
Appeals:	Date: _____	By: _____
Certificate of Occupancy:	Date: _____	By: _____

44-11
✓

DLN: 1002140130706

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS

That SUMNER F. RICHARDS, III, with a mailing address of P.O. Box 584, Waldoboro, ME 04572, for consideration paid, grants to ELIZABETH J. ROOSEVELT, of 212 Centre St, Bath, ME 04530, with Warranty Covenants, a certain lot or parcel of land, together with the buildings thereon, situated in the Town of Waldoboro, County of Lincoln, State of Maine, bounded and described as follows:

BEGINNING at a spike driven in the walk on the west side of Friendship Street at the southeast corner of land now or formerly of Gabriel H. Winchenbaugh;

THENCE, S 20° E, along said Friendship Street, twenty-four (24) feet to another spike driven in the walk;

THENCE, S 70° W, fifty-five (55) feet to a stake driven in the ground;

THENCE, S 87° W, nineteen (19) feet to a stake driven in the ground;


THENCE, N 14° W, twenty-two (22) feet to a stake driven in the ground at land now or formerly of the said Gabriel H. Wichenbaugh;

THENCE, N 74° E to the point of beginning, containing one thousand seven hundred ninety (1,790) square feet.

SUBJECT TO an easement to use and maintain the electrical service panel and electric meters recorded at Book 3107, Page 10.

Meaning and intending to convey the a portion of the premises described in a deed from James Eaton and Emily Trask-Eaton to Sumner Richards, dated June 29, 1998, and recorded in the Lincoln County Registry of Deeds at Book 2359, Page 300. Further reference may be had to an Abstract of Divorce Decree between Sumner F. Richards, III, and Pamela W. P. Richards, in which real estate in the aforementioned deed was set aside to Sumner F. Richards, and is dated August 27, 1998, and recorded in said Registry at Book 2374, Page 76.

Witness my hand and seal this 24th day of JANUARY, 2021.



Witness



SUMNER F. RICHARDS, III

MAINE REAL ESTATE
TRANSFER TAX PAID

Witness

STATE OF MAINE
LINCOLN, ss.

September 29, 2021

Personally appeared the above-named SUMNER F. RICHARDS, III, and acknowledged the foregoing instrument to be his free act and deed.



Notary Public/Attorney at Law

Printed Name of Notary: ROBERT LYWELL

COMMERCIAL LEASE AGREEMENT

THE PARTIES. This Lease Agreement agreed on August 26 2022 is between:

The **Lessor** is 1 individual(s) known as Elizabeth Roosevelt with a mailing address of PO Box 584 , Waldoboro, Maine, 04572, hereinafter referred to as the "Lessor."

AND

The **Lessee** is a business entity known as CDK Cabinetmakers with a mailing address of 1652 Clarry Hill Rd, Union, Maine, 04862, hereinafter referred to as the "Lessee."

The Lessor and Lessee hereby agree as follows:

DESCRIPTION OF LEASED PREMISES. The Lessor agrees to lease to the Lessee the following described shop space located at 17 Friendship St, Waldoboro, Maine, 04572.

Additional Description: Ground floor to include garage on lower level

Hereinafter referred to as the "Premises".

USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for activities related to operation of cabinetshop.

Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

EXCLUSIVE USE. The Lessee shall not hold exclusive rights on the Premises. The Lessor shall hold the rights to lease other areas of the Property to any same or like use as the Lessee.

TERM OF LEASE. This Lease shall commence on September 9 2022 and expire at Midnight on September 9 2023 ("Initial Term").

RENT AMOUNT. Payment shall be made by the Lessee to the Lessor in the amount of \$ for the Initial Term of this Lease Agreement hereinafter referred to as the "Rent."

RENT PAYMENT. The Rent shall be paid under the following instructions:

Rent shall be paid by the Lessee to the Lessor on a per month basis with payment due no later than the 1st of every month.

Rent shall be paid check by mail or in person

RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds, or any other reason for it to be returned, the Lessee will be subject to a fee of \$0 in addition to any late fee.

LATE FEE. The Lessor shall not charge a late payment fee if the rent is not paid on time by the Lessee.

OPTION TO RENEW. The Lessee shall have the right to renew this Agreement under the following conditions:

Lessee shall have the right to renew this Lease Agreement, along with any renewal period, and be required to exercise such renewal period(s) by giving written notice via certified mail to the Lessor no less than 60 days prior to the expiration of the Initial Term or any subsequent renewal period. The Lessee shall have a total of 1 renewal periods which will continue to abide by the same covenants, conditions and provisions as provided in this Lease Agreement as described:

RENEWAL PERIODS

The first (1st) renewal period shall begin on September 1 2023 and end on September 1 2024 with the Rent to be paid per month with the Rent for the renewal period to be negotiated in good faith upon the Lessee providing notice of their intention to renew.

EXPENSES. In accordance with a Modified Gross Lease the responsibility of the expenses shall be attributed to the following:

It is the intention of the Parties, and they hereby agree, that in addition to the Rent, the Lessee shall be obligated to pay the following expenses to the Lessor on a per month basis:

COMMON AREA MAINTENANCE (CAM's) - Expenses that are recognized as costs related to the parking area maintenance, snow removal, landscaping, trash removal, janitorial services, and security systems with the Lessee being responsible for snow removal, with the Lessor being responsible for the remaining expenses.

REAL ESTATE TAXES - Lessor shall pay, during the term of this Lease, the real estate taxes and special taxes and assessments (collectively, the "taxes") attributable to the premises and accruing during such term.

INSURANCE - The Lessee shall provide and maintain personal liability and property damage insurance. The Lessee and will designate the Lessor as an "also named insured". The Lessee shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Lease Agreement. The insurance shall protect and indemnify the Lessor of any injury, death, or property damage to occur on the property to the limits of \$1,000,000.00.

UTILITIES. The Lessor shall be responsible for the following utilities on the Premises: water/sewer

SECURITY DEPOSIT. A security deposit shall not be required in advance upon the signing of this Lease.

FURNISHINGS. The Lessor will not provide any furnishings to the Lessee under this Lease.

PARKING. There shall not be any parking provided to the Lessee.

RIGHT OF FIRST REFUSAL. Lessor grants to Lessee throughout the Initial Term, along with any renewal periods, a right of first refusal to purchase the Premises pursuant to any offer received and accepted by the Lessor. Lessor must notify Lessee in writing and offer to purchase all or part of the Premises with Lessee having 7 calendar days after receipt of the notice to exercise its right of first refusal and notify Lessor of its decision whether or not to purchase the Premises under the same or similar terms under the offer accepted by the Lessor.

If financing is needed by the Lessee, the Lessee will be allowed the time-frame as stated in the offer accepted that was accepted by the Lessor. If the offer accepted by the Lessor is not contingent on financing then the Lessee shall be granted a maximum of 30 days to secure financing for the purchase of the Premises.

LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, (except for those listed on any attached addenda) shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made 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. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

MAINTENANCE: The Lessor and Lessee shall have shared responsibilities of the repairs and maintenance on the Premises.

The Lessor shall have the following responsibilities: tbd

The Lessee shall have the following responsibilities: tbd

SALE OF PROPERTY. In the event of a sale of the Premises the Lessor shall have the right to terminate this Lease Agreement by submitting written notice to the Lessee. Notice shall be submitted at least 180 days.

INSURANCE. In the event Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

SUBLET/ASSIGNMENT. The Lessee may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased premises or any part thereof.

DAMAGE TO LEASED PREMISES. In the event the building housing the leased premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee 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 and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together

with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 30 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Maine. If the Lessor and Lessee fail to resolve the dispute through mediation then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term.

BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

SUBORDINATION AND ATTORNMENT. Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage, or the Lessor under such Lease shall agree that this Lease shall not be divested or in any way affected by foreclosure, or other default proceedings under said mortgage, obligation secured thereby, or Lease, so long as the Lessee shall not be in default under the terms of this Lease. Lessee agrees that this Lease shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Lease.

USAGE BY LESSEE. Lessee shall comply with all rules, regulations and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

SIGNAGE. Lessee shall not place on any exterior door, wall or window of the premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

PETS. Pets shall be allowed on the Premises with the following restrictions: tbd

The Lessee shall be fully responsible for damage caused by any such Pet on the Premises.

CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their "as is" condition as of the date hereof.

AMERICANS WITH DISABILITY ACT. Per 42 U.S. Code § 12183 if the Lessee is using the Premises as a public accommodation (e.g. restaurants, shopping centers, office buildings) or there are more than 15 employees the Premises must provide accommodations and access to persons with disabilities that is equal or similar to that available to the general public. Owners, operators, lessors,

and lessees of commercial properties are all responsible for ADA compliance. If the Premises is not in compliance with the Americans with Disability Act any modifications or construction will be the responsibility of the Lessee.

RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

ESTOPPEL CERTIFICATE. Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

GOVERNING LAW. This Lease shall be governed by the laws of the State of Maine.

NOTICES. Notices shall be addressed to the following:

Lessor: Elizabeth Roosevelt
PO Box 584 , Waldoboro, Maine, 04572

Lessee: CDK Cabinetmakers
1652 Clarry Hill Rd, Union, Maine, 04862

ADDITIONAL TERMS AND CONDITIONS. Pending zoning approval

AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and,

if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature Elizabeth Roosevelt Date 8/26/22
Elizabeth Roosevelt

LESSEE SIGNATURE

Signature Carey Knause Date 8/26/22
Carey Knause, owner
CDK Cabinetmakers

Article 3:

3.5.1.1

Application has been received by the Town Planner.

3.5.1.2

Application was filled out with forms provided by the Town Office and includes attachments that are applicable to the application.

3.5.1.3

Refer to the "Site Plan and Subdivision Ordinance Preliminary Application"

3.5.1.4

Refer to the "Site Plan and Subdivision Ordinance Preliminary Application"

3.5.1.5

Deed and lease are provided

3.5.1.6

Refer to the "Site Plan and Subdivision Ordinance Preliminary Application"

3.5.1.7

Electrical and heating improvements are required.

Estimated cost: \$8,000-\$9,000.

Construction would start immediately and would be completed within 6 weeks.

3.5.1.8

The proposal will be to relocate my business (CDK Cabinetmakers) from Union to Waldoboro. We will be building custom furniture and fine cabinetry. The basement will be the location of the spray room that will have ventilation aiming towards the ground. The spray room will require new stairs in the building to access it. The spray room will be a climate controlled area using a commercial spray booth for finishing. The street level of the building will be the shop space. The shop space will be processing lumber and plywood into the furniture and cabinetry. We will allow visitors by appointment only.

3.5.1.9

Will start as soon as approval is given and complete construction within 6 weeks.

3.5.1.10

Additional local, state, federal permits:

Permits will be needed by the CEO for interior renovations and signs.

3.5.1.11

Refer to maps provided

3.5.1.12

Water and sewer will be used for one individual (myself).

3.5.1.13

I will receive a letter from Gordon Webster (Waldoboro Utility District) to show the proposal will not be an undue burden on the public sewer system.

3.5.1.14

This is not applicable since we will be connected to the public sewer system.

3.5.1.15

One personal pickup truck will be typically used for vehicle traffic. There will be a trailer for deliveries but that happens roughly 8 times a year.

Pedestrian traffic will be minimal as it is appointment only.

3.5.1.16

Any other information to show compliance:

I have been operating in the Thompson Center for 2 years. I have been working in this business for 22 years.

I have an alternative location planned with my supplier to pick up supplies to prevent anything larger than a trailer from being in downtown Waldoboro.

3.5.2.1

Refer to maps provided in this application

3.5.2.2

Refer to the "Site Plan and Subdivision Ordinance Preliminary Application"

3.5.2.3

Refer to maps provided in this application.

3.5.2.4

Refer to maps provided in this application.

3.5.2.5

Refer to maps provided in this application.

3.5.2.6

Not Applicable due to no structures being proposed.

3.5.2.7

On average, only my vehicle will arrive at 7 am and will leave after 5pm.

3.5.2.8

I request a waiver since my proposal will not have exterior changes to the area. A site map done by a professional engineer or architect seems unnecessary for a project focused on interior renovations.

3.5.2.9

I request a waiver since my proposal will not have exterior changes to the area. A stormwater and erosion control plan seems unnecessary since no changes are proposed to the landscape.

3.5.2.10

As noted earlier, I have been running this business for 22 years. I am contracting All Seasons to complete the renovations.

3.5.2.11

Refer to maps provided in this application.

3.5.2.12

Fire Chief Paul Smeltzer has reviewed our application for fire protection requirements.

Article 7:

7.1 Buffer

This is not applicable due to the lack of vegetation and screening in the downtown, and the existing structure would make additional screening difficult.

7.2 Construction Standards

Will comply with State adopted codes related to interior redevelopment.

7.3 Electrical Standards

No electrical disturbances are expected as a result of this project. The project involves working on the electrical system in the building to ensure it can handle the equipment being used.

7.4 Historic Village District Architectural Standards

This is not applicable since this project is not within the Historic District.

7.5 Net Developable Acreage

The lot is 0.06 acres (2,613.6 square feet). The site can have 100% maximum lot coverage since it is located in the Downtown District.

7.6 Noise

A separate wall will be framed, which will leave a ½ inch air gap between the shared wall with the abutting neighbor. Additional layers will be included to minimize noise between the main building and the Narrows Tavern.

7.7 Lighting

Proposal will comply with standards to avoid glare and adverse impact on neighbors and the rights-of-way.

7.8 Refuse Disposal

Any waste or refuse on site will be removed from the site weekly by taking to the Transfer Station.

7.9 Sanitary Provisions

There is a restroom on site that is serviced by the public water and sewer systems.

7.10 Signs

I will be speaking with the CEO for approval on any future signs.

7.11 Storage of Materials

Hardwood lumber will be in the shop space. All materials will be stored to comply if needed.

7.12 Emergency Services

A copy of this application will be sent to the Fire Chief for review.

7.13 Archaeological/ Historic Sites

A copy of this application has been sent to the Maine Historic Preservation Commission for review.

Article 8:

8.1 Stormwater Management

As stated under Section 3.5.2.9: I request a waiver since my proposal will not have exterior changes to the area. A stormwater and erosion control plan seems unnecessary since no changes are proposed to the landscape.

8.2 Erosion Control

As stated under Section 3.5.2.9: I request a waiver since my proposal will not have exterior changes to the area. A stormwater and erosion control plan seems unnecessary since no changes are proposed to the landscape.

8.3 Hydrogeologic Assessment of Groundwater Impacts

This item is not applicable since I will not be using 2,000 gallons of water per day.

8.4 Water Quality Impacts

This proposal will not cause an impact to groundwater both on and off site. There will be no discharged treatment or any storage facilities from this project that could impact the nearby water sources.

8.5 Phosphorus Control

This is not applicable since we are not located within a Great Pond or Great Lake watershed.

8.6 Soils

This is not applicable since we are not proposing any new structures for development.

8.7 Air & Water Pollution

The proposed activity will cause no undue air or water pollution on or off site. The spray booth is an SBS paint booth.

8.8 Aesthetic, Cultural, and Natural Values

The proposed activity will be taking place within an existing structure in the Waldoboro Downtown District. The project will not be taking place in an identified wildlife habitat from Department of Inland Fisheries and Wildlife, the municipality, or Beginning with Habitat.

8.9 Flood Zone

There are no FEMA designated floodplains as shown on the site map.

8.10 River, Streams, Brooks, and Wetlands

The closest river, stream, brook, and wetland is the Medomak River, which is 400 feet west of the building.

8.11 Buffer Requirements for Water Quality Protection

This is not applicable since we are not proposing any disturbed areas for development near the water.

Article 9:

9.1 Traffic Impact Analysis

This is not applicable since we are not providing 50 parking spaces or generating 100 trips at peak hours.

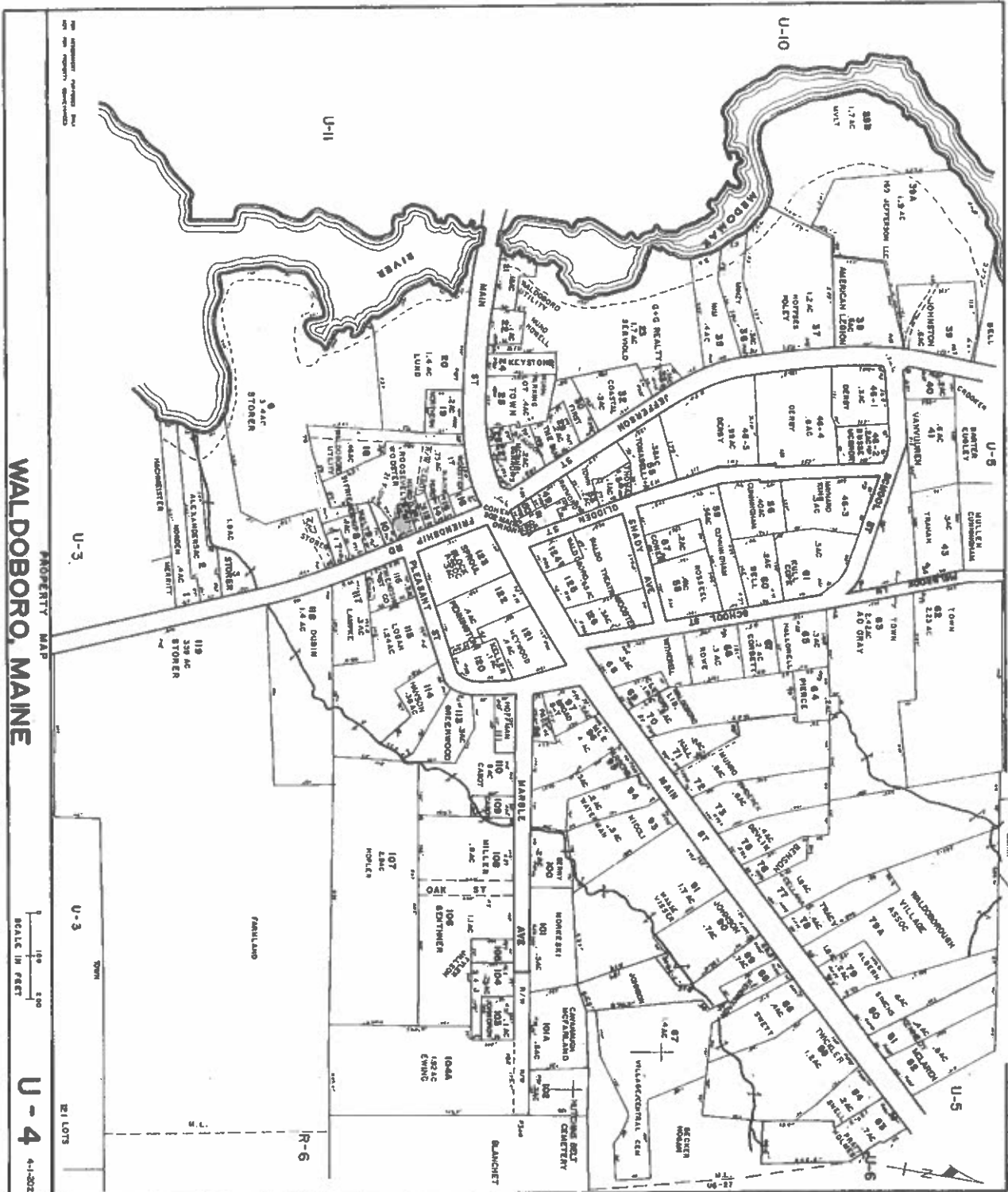
9.2 Street Access, Driveways, Street/ Road Construction Standards

Vehicles can access our property on Friendship Road. There is also some access on the southern portion of the building that can enter the private parking area behind the building.

9.3 Parking and Loading

This is not applicable since our property is in the Downtown District.

However, as noted earlier, large delivery vehicles will be meeting me off-site to avoid congestion in the downtown. I also am the only employee at the building and will only have appointments for customers.



WALDOBORO, MAINE

PROPERTY MAP

SCALE IN FEET
100 200 300

U - 4 4-1-202

17 Friendship Street (U4/11)

Contour lines and boundary lines are included.

Red tint: Downtown District

Purple line: Sewer and water

Floodplain is 360 ft away from property line

Closest wetland/ brook/ river: Medomak River, which is over 400 feet to the west of the property.



Signatures:

Conditions:
