



ATTAR

ENGINEERING, INC

CIVIL ♦ STRUCTURAL ♦ MARINE

Mr. Michael Livingston, Town Engineer
Town of Wells
208 Sanford Road
Wells, Maine 04090

April 12th, 2023
Project No.: 23027

**RE: Site Plan Amended Application- Review Comment Response
Marks Organix (Tax Map 114, Lot 35)
655 Post Road, Wells Maine**

Dear Mr. Livingston:

On behalf of Mark Quinn, Marks Organix, I have enclosed for your review and consideration revised sheets from the Amended Site Plan for the above-referenced project. Revisions have been made to address comments present in the 04-11-23 Site Plan Amendment Application Memo and Plan mark-ups.

Also attached are letters of capacity from KKW Water District and Wells Sanitary District, and a quote for sprinkler installation from LHR Fire Protection.

If any additional information is required, please contact me. Thank you for your assistance.

Sincerely;

Kenneth A. Wood, P.E.
President

cc: Mark Quinn, Marks Organix

23027_Cover_Review Response.doc



Kennebunk, Kennebunkport & Wells Water District

Proudly serving since 1921

Trustees:
Thomas P. Oliver (Wells)
Robert Emmons (Kennebunk)
James E. Burrows (Kennebunkport)
Frederick A. Lynk (Ogunquit)

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

March 28, 2023

Kenneth Wood
President
Attar Engineering
1284 State Road
Eliot ME 03903

Subject: 655 Post Road Wells map 114 lot 35

Dear Mr. Wood:

This letter is to inform you that near the above location an adequate domestic water supply is available from the District's 20-inch water main along Post Road. Water pressure in this area typically averages approximately 65 PSI. For fire suppression purposes approximately 1400 gallons per minute at 20 PSI residual pressure is available 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 property is currently one unit served by a 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. Keep in mind all units must be metered separately with individual outside shut-offs or in a District approved common space on a manifold.

If you need any additional information, feel free to call.

Sincerely,

92 Main Street, P.O. Box 88, Kennebunk, ME 04043
Phone 207-985-3385, Fax 207-985-3102
Visit us at www.kkw.org



Kennebunk, Kennebunkport & Wells Water District

Proudly serving since 1921

Trustees:

*Thomas P. Oliver (Wells)
Robert Emmons (Kennebunk)
James E. Burrows (Kennebunkport)
Frederick A. Lynk (Ogunquit)*

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

Assistant Distribution Manager

*92 Main Street, P.O. Box 88, Kennebunk, ME 04043
Phone 207-985-3385, Fax 207-985-3102
Visit us at www.kkw.org*



Wells Sanitary District

Nick F. Rico, P.E. Superintendent

197 ELDRIDGE RD, WELLS, MAINE 04090 - (207) 646-5906

Website: www.wellssanitarydistrict.org - E-mail: wsd@wellssanitarydistrict.org

Mission Statement

To provide the highest quality wastewater collection and treatment services at the lowest possible cost to our customers, while protecting human health, the environment, and Wells beaches and marshes.

April 6, 2023

Mr. Kenneth A. Wood
Attar Engineering
1284 State Road
Eliot, ME 03903

**Re: 655 Post Road, Wells, Maine
Tax Map 114, Lot 35 - Sewer Capacity for Mark's Organix**

Dear Mr. Wood:

This letter is in response to your request for a sewer capacity letter for the property located at 655 Post Road in Wells, Maine, also identified as Town of Wells Tax Assessor's Map 114, Lot 35 on behalf of Mark's Organix.

Wells Sanitary District (WSD) has capacity for your proposed project that includes a Retail Space for Medical Marijuana. This retail business is moving into a facility that was previously used as retail space, so no Sewer Capacity Reserve Fee is required.

If you have any questions, please let me know.

Sincerely,


Nick Rico, P.E.
Superintendent

cc: Wells CEO via email
Mark Quinn (Mark's Organix) via email

Mark Quinn
655 Post Road
Wells, ME
marksorganix@gmail.com

Date: April 5, 2023

Property: 655 Post Road Wells ME

Design:

- install per NFPA 13
- Hydraulic calculations to be based on data provided in bid drawings and system capabilities based on adequate flows and pressures from City Water Supply
- Fire protection set to be stamped by Licensed Fire Protection Engineer for permit.
- Permitting with City of Wells, ME Fire Prevention

Installation:

- New Wet system with backflow, tampers, and flow switch.
- Sprinkler head types per semi recessed and brass uprights.
- Sprinkler piping Sch 10 and Sch 40
- Final walkthrough / signoff with City of Fire Prevention
- Work to be completed during normal business hours.

Exclusions:

- Underground work
- Electrical / fire alarm work
- Cutting, patching and/or painting
- Union labor
- CAD or DWG drawings are to be provided by the customer. LHR Fire Protection can supply CAD/DWG drawings for an additional fee.

Total Investment: \$35,000.00

Payment schedule for these services will be as follows:
40% down, 40% after rough-in is complete, 20% after final walkthrough

ACCEPTANCE OF PROPOSAL:

By signing this proposal, I am agreeing to the outlined pricing and specifications, I also acknowledge I have read and understand the associated terms and conditions outlined in the entirety of this document. Further, the person signing on behalf of the customer warrants and represents that he/she has the express or implied authority to do so by the customer and bind the customer to all the terms and conditions outlined in this document.

Signature and Title: _____ Date: _____



TERMS AND CONDITIONS

By signing the customer acknowledges that they have received a copy of this agreement and has read and understood this agreement and all its terms and conditions. Further, the person signing, or electronically approving on behalf of the customer warrants and represents to the company that he/she has the express or implied authority to do so by the customer and bind the customer to all the terms and conditions outlined below.

Quotation Valid: This quotation shall remain valid for 30 days. If not accepted within that time, LHR Fire Protection would be pleased to review this proposal at your request. All work is based on normal hours (Mon through Fri; 7:00am to 3:30pm) unless stated otherwise in this proposal.

1. Scope of Undertaking: LHR Fire Protection will perform the services described in this agreement. No other services are included. The amount payable to the LHR Fire Protection for the Work is based solely upon the value of the services performed and is unrelated to the value of the Customers property and/or the property of others located in/on the premises. LHR Fire Protection makes no guarantee or Warranty that equipment or services supplied by LHR Fire Protection will detect or avert occurrences or the consequences there from that the equipment or services are designed to detect or avert.

2. Equipment Disconnections: Customer is on notice that the system(s)/device(s) listed in the agreement may/will be temporarily or permanently disconnected and no longer in service and thus, cannot detect, perform and/or report occurrences or transmit signals.

3. Existing System: Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of the Customer and are not covered by any warranties that may be applicable to the Work. Customer releases LHR Fire Protection from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.

4. Liquidated Damages: It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of LHR Fire Protection to perform any of its obligations under this agreement. Accordingly, Customer agrees that LHR Fire Protection shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, concerning any repair of the system. Should LHR Fire Protection be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, LHR Fire Protections liability shall be limited to the lesser of \$1,500, or an amount equal to the agreement price. Where multiple sites are covered by one agreement, liability will be limited to the amount allocable to the site where the incident occurred, subject to the preceding sentence. As a condition precedent to any claim or lawsuit against LHR Fire Protection, all outstanding invoices must have been paid in full when due, without compromise on amounts owed.

5. Actions by others: In no event shall LHR Fire Protection be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes, or movements of the covered system(s) or any of its component parts by the Customer or any third party.

6. Waiver of Subrogation: The LHR Fire Protection is not an insurer against loss or damage. Sufficient insurance shall be obtained by Customer to cover the premises (and property therein) where the work will be performed. Customer agrees to rely exclusively on Customers insurance to recover for injuries or damage in the event of any loss, damage or injury to the premises or property therein. Customer, for itself and all others claiming by or through it under this Agreement, releases, and discharges LHR Fire Protection from and against all damages covered by Customers insurance, it being expressly agreed and understood that no insurance company, insurer, or other entity/individual will have any right of subrogation against LHR Fire Protection.

7. Incidental/Consequential Damages: LHR Fire Protection shall not be liable for indirect, incidental, or consequential damages of any kind, including but not limited to damages arising from the use, loss of use, performance, or failure of the covered system(s) to perform.

8. LIMITED WARRANTY: LHR FIRE PROTECTION WARRANTS THAT ITS WORKMANSHIP AND MATERIAL (the Work) FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE SAID WORK IS COMPLETED. LHR FIRE PROTECTION AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY LHR FIRE PROTECTION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, LHR FIRE PROTECTION DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPLIED HEREUNDER.

9. Indemnity: Customer agrees to indemnify, hold harmless and defend LHR Fire Protection, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies LHR Fire Protection of the existence of said hazardous conditions, arising in any way from performance of the Work or the Work whether caused in whole or in part by the Customer, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence) strict liability or otherwise. LHR Fire Protection reserves the right to select counsel to represent it in any such action.

10. Water Supply: LHR Fire Protection makes no claims and/or representations as to the presence currently or in the future of corrosion inducing matter, i.e., microbiological organisms, contained within the water supply. LHR Fire Protection recommends that the water supply be tested and as needed, treated. Testing and treatment of the water supply and costs associated therewith are the sole responsibility of Customer. Any such testing must be pursuant to a separate written agreement.

11. Affiliates. The terms and conditions set forth in this agreement shall inure to the benefit of all parents, subsidiaries, and affiliates of LHR Fire Protection, whether direct or indirect, LHR Fire Protections employees, agents, officers, and directors.

12. System Deficiencies: Customer agrees that any corrective actions proposed by LHR Fire Protection as part of this agreement, including but not limited to service, maintenance, repair of or replacement of parts, installation of new parts, and other recommendations made by LHR Fire Protection, may identify, and indicate deficiencies within the existing system(s) of Customer. As an element of safety, Customer agrees that it is at their sole discretion and choice to leave existing system(s) operational and assumes any and all liability for occurrences, failures, loss, or damages, resulting from existing deficiencies within Customers system(s), whether or not deficiencies contributing to such loss or damage have been identified within the scope of work of this proposal. Customer agrees that LHR Fire Protection shall bare no liability for occurrences, failures, loss, damages, or a breach of this agreement, resulting from existing deficiencies within Customers system(s).

13. Authorization: The person executing this Agreement on behalf of the Customer, expressly warrants and covenants that he/she is an authorized representative of the Owner of the premises and authorized to enter into this Agreement for and on behalf of the Owner/Owners designee.

14. Payment: Payment in full for services rendered are due 30 calendar days from the date of service. Any invoice not timely paid shall bear interest thereafter at a rate of 18% per annum until paid in full (unless otherwise noted herein) and any collection costs, including reasonable attorneys' fees, will be added to the amount owed. In the event of non-payment, LHR Fire Protection reserves the right to perfect a mechanics lien on the worked upon premise under New Hampshire law. Any additional work will be done pursuant to a signed Change Order and LHR Fire Protection will be compensated for this work based on the time and materials provided as part of the agreed upon change.

THIS AGREEMENT IS SUBJECT TO ALL TERMS AND CONDITIONS INCLUDED HEREIN.

