

GARDINER CITY COUNCIL AGENDA ITEM INFORMATION SHEET



Meet	ing Date	07/19/2023	Department	City Clerk	
Agen	nda Item	4c. Consideration of approval for	or a liquor license re	newal for Sebago Lake Disti	lery
I	Est. Cost	N/A			
Background Information	lease se	e attached information			
R	lequested Action		cense renewal for S	Sebago Lake Distilery".	8
	Manager and/or ce Review	7			
	ncil Vote, ion Taker				
	artmenta Follow-Up				
Cit Cle Us On	erk 2 nd se 2 nd sly	Reading	Advertised Advertised w/in 15 Days		E DATE



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Date Receive Received by: Office Amoun	d in Office <u>.</u> L at Received	585.00
Annewad	Denied	

APPLICATION FOR A LICENSE/BUSINESS/EVENT

	·
Business Name	SEBAGO LAKE DISTILLERY LIC
Business Location	463 WATER ST
Business Mailing Address	POBOX 125, GARDINER, ME 04345
Owner Name	DAVE TOMEZ ALLOSTAIT, BROCK TREDWAY, KARATVOMAN WALKEZ
Mailing Address (if different)	(DAVID C FALES - MANAGER OF DAVID OPERATIONS RND
Phone Number	207-747.2340 PRIMARY CONTACT
Business Number	
Email Address	christ@sebagolakedistillery.com
Type of Business	SPIRITS DISTILLERY AND TASTING ROOM
Description of Business (attach paper if necessary)	WE DISTILL RUM FOR SALE + DISTRIBUTION AND HOST A TASTING POOL WITH GOCKTAILS + RETAIL SALES
Business Hours	THURS-241@5/30-8:30
	MAY INCREASE HOURS FOR SUMMER

Staff contacts for Licensing

Gardiner City Clerk
Kathleen Cutler
P: 207-582-2223
F: 207-582-6895

E: kcutler@gardinermaine.com

Code Enforcement Officer Kristopher McNeil P: 207-582-6892

C: 207-620-4853

E: kmcneill@gardinermaine.com

City Hall Office Hours

Monday, Tuesday, Thursday: 8:00-4:00

Wednesday: 12:00 - 6:00

Friday: 8:00 - 12:00

Please send application and payment (payable to City of Gardiner) to: City Clerk's Office, 6 Church Street, Gardiner, ME





*	See Code Enforcement Officer after talking with the City Clerk
C	This License will need to go before council. Please ask the City Clerk for next
	meeting date.

Type of License Being Applied for: (check all that apply)

73872 - 11	1. 300 100	Type of Election being approximately and a second control of the c	24 A 3	-6/
*	13.1	Doing Business As (One-time Registration)	\$10	
722.5	<u> </u>	Special Event - Exhibitions & Shows (Minor)	\$50	**************************************
. (kg)	C	Special Event - Exhibitions & Shows (Major)	\$100	
*		Street Sellers (Annual)	\$50	Section 1988 Comments
*		Street Sellers (Per Event)	\$20	33.73
*		Street Sellers (Farmer's Market) (Annual)	\$10	an town today
*	Ĉ	Junkyards (<100 ft highway) (Annual)	\$200	7-24
*	C	Junkyards (>100 ft highway) (Annual)	\$50	
*	C	Automobile Recycling Business (5-year)	\$250	
	C	Vietualers License to Sell Food (Annual)	\$50	
	C	Victualers License — One Day (Festival)	\$25:	
	C	Victualers Non-profit License to sell food (Annual)	\$10	
*	C.	Food Truck (Annual)	100	
*	C	Food Truck (Non-profit)	10	
*	C	Food Truck (3-Day)	25	
177.232	C	Taxicabs/Vehicles for Hire	\$50 _	
	894	Sales (Special, OOB, etc) (Per Event/Sale)	\$25	
		Beano/Bingo/Games of Chance/Pinball Machines (Annual)	\$10	
		Shooting Galleries/Pool Hall/Bowling Alley (Annual)	\$50	
	С	Pawn (Annual)	\$50	
500	C	Tavern Keeper (Annual)	\$25	
*	С	Liquor/Bottle Club (1-50 seats) (Annual)	\$75	X
*	C	Liquor/Bottle Club (51-100 seats)(Annual	\$100	
*	С	Liquor/Bottle Club (101+ seats) (Annual	\$150	
	С	Catering Off-Premises (liquor is served) (per event)	\$10	
151	C	Entertainment/Special Amusement License (Annual)	\$75	\times
*	C	Outside Consumption Permit (Annual)	\$25	X
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	Office use only:		
	Received in Clerk's Office by	Date	
	Approved by: CM Police Fire PW/E	B&GCEOED	
	Please see attached email verification.		
٠			
C	ity Council Approval (If necessary)		
C	ity Council hereby finds that:		
	 The proposed License is consistent with the goal recreational, entertainment or charitable events; a That the proposed License can be conducted in the safety or disturbing the peace and order of the Circumstance. 	and	.s:
	Dated this day of, 20	Municipal Officer of the City of Gardiner	

STATE OF MAINE



DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Request for Extension of License Privileges for an On-Premises Establishment

Section I: Licensee Information:

Legal Business Entity Licensee Name (corporation, LLC):	Business Name (D/B/A):
	Subuled Name (S/B/1).
SEBAGO LAKE DISTILLERY, LLC	
SEBAGO LAKE DISTILLERY, LIC Individual or Sole Proprietor Licensee Name(s):	Physical Location:
DAVE LOMEZ, ALLENTAIT, BROCK TREDWAY	463 WATER ST, GARDINER ME
License Number:	Mailing address, if different:
SMD-2017-22	POBOX 125, GARDINER, ME, 04345
Mailing address, if different from DBA address:	Email Address:
	Christ Esebagolakedistillery Business Telephone # Fax #:
Telephone # Fax #:	Business Telephone # Fax #:
207-747-2340	

Section II: Extension of Privileges Information:

SCCIR	ш ш.	Extension of	FEIVE	eges morn	iation:					
1.	Name, provide	Address, and e a copy of re	Contac ital/lea	et Informatio se agreemer	on of Prop nt):	erty Own	er (if pro	perty is	rented or le	ased, please
	Name:	MICHAI	1 b	APPEN						
٠	Compl	ete mailing ad	dress:	131 1	VEHUM	KEAG	WAY		·.	
	-			PiTT	STON	ME C	434	5		
	Telepho	one/Mobile N	umber	(207)) 458-	0751				
	Email A	Address:	ba	oldwarr	en cons	struction	001 <u>G</u> 0	mail.	con	
2.	Type of	f Extension of	Privile	ges: (check	only one)			•		
	a.	Temporary	×	Inside 🗆	Outsi	de	X			
	b.	Permanent		Inside □	Outsi	de				

continue to next page

3.	Start Date: TUNE IST	, 2023 End D	ate (if applicable): _	OC	TOBE	2 2	<u>දුදු</u>	2023
4	Will dancing be permitted in a. If yes, does the estable b. If yes, please provide		Y license? Y	∕es ∕es		No No	⊠	WEATHER GETS TOO COLD, HHICH
5.	Will there be live entertainme	ent in this area?	Y	es :		No	, M	EVER 13 SOONER)
6.	Reason for this request: TO PROVIDE A SENTOY NICE WEAT WHEN THEY VISINGE ROOM	HER AND FRE	SH AIR			- 4		
Section	τΠ: Signature of Licensee							
punisna	ning this application, the licens able by law. Knowingly supply s Criminal Code, punishable by oth.	ing false information	on this application	n is a	Class I	Offer	ise iin	der 000
Please s	sign and date in blue ink.	_						
Dated:	5-15-23		Censee or Duly Au	1thoriz	ed Per	Son		
		DAVID C		S				
	Submit completed forms to:	Bureau of Alcoholic Division of Liquor I	Beverages and Licensing and Enf	ottery	Opera ent	tions		
		Mailing address: Courier delivery:	8 SHS, Augusta 19 Union Street Augusta, ME 0	, 3rd i	04333 Floor, S	-0008 uite 30	1-B,	

(continue to next page)

Section IV: Approval by Municipal/County Officers

<u>Please note:</u> The municipal/county officers where your establishment is located must approve all requests for extension of license privileges prior to filing with the Bureau. If your license is issued in an unorganized township, the county commissioners must approve this request, otherwise, it would be your municipal (town or city) officials.

Check only one:	☐ City		Town		Unorganized Territo
Name of City/Town/	/Unorganized Territ	ory;	-		
Who is approving thi	is application?	Municipa	l Officers		
-		County C	ommissioner	s of	Сог
issued by the		of alcoho	l to be sold fo	or the app	
issued by the	Bureau for the type this box to indicate	of alcoho	l to be sold for cation was co	or the app mpleted.	
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Diagram for Extension of Privileges Area

The following restrictions apply to outdoor extension of privileges:

- There must be a stanchion or a fence completely enclosing the area.
- Signs must be posted stating "No alcohol beyond this point".
- There must be sufficient employees at the extension area of premises who would be able to control and monitor the area.

In an effort to clearly define your extension please draw a diagram below that will include the area you want for a temporary / permanent license premise. Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your where consumption will occur including methods of monitoring and containment of the area(s).

and contaminate of the area(s).	
LAWN LAWN	SIGN G-G FREEINY ENTERNIE
PARKANG OUTSIDE SEATING STATING ANTHERY GARAGE SOCIETION STATING ST	
For Office Use Only:	
Date Filed: Date Issued: Issued By:	
☐ Approved ☐ Not Approved	

RT 1267 RT 126 16 PICNIC TABLE TABLE PLANTER PAPLY NO 311 SMALL TABLE ENTRANCE TO TASTING Room EMPRICE DETAILED VIEW OF STATING

- A NEW LEASE IS CURRENTLY
 IN NEGOTIATION. IF NECESSARY,
 A COPY OF THE NEW, FINALIZED
 LEASE WILL BESUBMITTED LEASE
 PROMPTLY.
- * LANDLORD IS AWARE OF THIS APPLICATION AND IS THE PERSON THAT PROVIDED THIS LEASE COPY

THIS LEASE is made and entered into this day of Mace, 2016 by and between Harold Warren Construction, a general corporation, with a principal place of business in Gardiner, Maine (Landlord), and Sebago Lake Distillery, LLC. With a principal place of business in Sebago, Maine (Tenant).

WITNESSETH

- i. LEASED PREMISES. Landlord does hereby lease, demise, and let unto Tenant and Tenant does hereby lease, hire, and take from Landlord the space described as warehouse space constituting 3300+or- square feet of the building located at 463 Water Street, Gardiner, Maine. (The Leased Premises), for the first two months of this lease, then increasing to 6584+or- square feet for the remainder of the term.
- 2. TERM. The term of this lease shall be five (5) years, beginning on the 1st day of the month of April, 2016.
- 2a. An amount equal to one months' rent shall be paid and held through the term of the lease as earnest money upon acceptance of this lease. (\$2500.00)
- 3. MINIMUM FIXED MONTHLY RENT. For the first two months, rent shall be \$1600.00 per month. Thereafter for the remaining 58 months, Tenant shall pay the landlord fixed rent of \$2500.00 per month, over the lease term, in advance on the first day of each month of this lease at such place as the Landlord may from time to time designate in writing. For the present, Landlord designates it office at P.O. Box 237 Gardiner, Maine 04345 for making payment of rent.
- 4. RENEWAL. This agreement may be renewed by the Tenant by written notice of intention to the Landlord not more than 6 months nor less than 3 months prior to the expiration thereof. Provided, however, that for the renewal tenn of five (5) years the annual fixed rent shall be increased by an amount equal to the base rent for the preceding year times 100% of the Real Estate Consumer Price Index as published in the Wall Street

Journal.

- 5. TITLE, QUIET ENJOYMENT. Landlord warrants that it owns the Lease Premises in fee simple and that is has full right, power and authority to enter into this Lease. So long as Tenant complies with the terms and conditions of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises without any disturbance from the Landlord or from any other person claiming through the Landlord.
- 6. CONDITION OF PREMISES. Tenant acknowledges that upon its taking possession of the demised premises Tenant accepts the same as fit for the intended purpose in its present condition without any representation of warranty, express or implied, in fact or by law, by Landlord and without recourse to Landlord as to the nature, condition, or usability thereof, or to the uses to which the Lease Premises may be put. In no event shall Landlord be liable or in default under this Lease or any defect in the premises.
- 7. REPAIRS AND IMPROVEMENTS. Tenant shall make no alterations, additions, or improvements to the Leased Premises without Landlord's prior written consent. If Tenant secures permission to make alterations, additions, or improvements, in making these changes, Tenant shall do all such work in a good workmanlike manner and in accordance with all applicable building codes and regulations and in accordance with any specifications or directions of the Landlord. Notice shall be made at time of request of improvement if said improvement must be removed at vacancy.
 - A. Tenant shall be responsible for providing its own lamps and ballasts and replacing fluorescent lights. Tenant shall have the obligation to maintain the demised premises in clean condition and notify the Landlord immediately in the case of damage or necessary maintenance.
 - B. Landlord shall be responsible for the structure of the building excepting, however that any damage done through the act of the Tenant, its agents or invites shall be repaired at the Tenant's expense. Tenant shall be responsible for all expenses incurred by the Landlord as a result of the unique needs or demands of the Tenant.
- 8. ENCUMBRANCES AND DAMAGE. Tenant shall not mortgage, pledge, or permit liens or other encumbrances on the Lease Premises without Landlords prior written consent. Tenant shall not cause or permit any waste, damage, or injury to the Leased Premises.
- 9. ASSIGNMENT OR SUBLEASE. Tenant shall neither assign this lease nor sublet the Lease Premises in whole or in part without written consent of the Landlord.
- 10. EMINENT DOMAIN. If all or substantially all of the Lease Premises is taken in condemnation proceedings or by exercise of any right of eminent domain or by

agreement between Landlord, Tenant and those authorized to exercise such taking power (A Taking), this Lease shall terminate and the rent and additional rent hereunder shall be apportioned and paid to the date of the taking. For the purpose of this paragraph, substantially all of the Leased Premises shall be deemed to have been taken if the untaken part of the Leased Premises is rendered insufficient for the economic and feasible operation thereof by Tenant or Landlord. If less than substantially all of the premises is taken, this lease shall remain unaffected except that the fixed annual rent shall be reduced by an amount which bears the same proportion to the fixed annual rent immediately prior to such partial taking as the fair rental value of the part of the Lease Premises so taken bears to the fair rental value of the entire Leased Premises immediately prior to such taking. Any dispute between the parties arising out of a Taking under this paragraph 10 shall be submitted to the American Arbitration Association for arbitration of the dispute or disputes under the rules of the Association, and the decision of the Association shall be binding.

- 11. SIGNS. Tenant shall not place any signs in or about the demised premises without prior approval of the Landlord which shall not be unreasonably withheld. Signs shall be in accordance with city ordinances.
- 12. RESTRICTIONS OF USE. Landlord understands and hereby consents to the use of the leased premises as a distilled spirits plant, and operations commonly associated with the production and day-to-day activities of such. Tenant shall not use the Leased Premises for habitation, or any purpose that is unlawful, improper, offensive, or contrary to any law or ordinance applicable to the Leased Premises.
- 13. UTILITIES AND OTHER SERVICES AND COSTS. Tenant shall be responsible and pay for its own propane/oil, electric, water and sewer, trash removal costs and charges, including snow plowing, sanding and landscaping. Tenant shall be prohibited from storing any waste or trash and rubbish on the demised premises, except in suitable containers approved by the Landlord. Tenant shall be responsible for any and all damages to the plumbing system caused by it, its agents or any of its invites. Tenant is presumed to have control over its toilet facilities and any blockage or failure of toilet facilities in the demised premises shall be presumed to be caused by the Tenant. Utility cost are considered an additional cost of rent, unpaid utilities shall be treated as unpaid rent. Landlord has the right to shut of water service if sewer and water bills are not paid within terms of service. See DEFAULT
- 14. EXONERATION OF LANDLORD. Landlord shall not be liable to Tenant, Tenant's agents, servants, employees, guests, invites, licensees, or any other persons claiming under Tenant for any loss, damage, or injury to person or property occasioned by or through:

1. Acts or omissions of Tenant, Tenant's agents, servants, employees, guests, invites, licensees, or other persons claiming under Tenant,

- II. Acts or omissions of other tenants or persons in the building.
- III. Theft fire, vandalism, failure, interruption, or deficiency in any utility or other service, water, rain, snow, or similarly independent cause, or tenants or persons in the building,
- IV. Any other cause whatsoever except where such loss, damage or injury arises from the negligent act or omission or willful misconduct of the Landlord.
- 15. INDEMNITY BY THE TENANT AND LANDLORD. Tenant shall carry comprehensive public liability insurance reasonably acceptable to Landlord covering Tenant's use and occupancy of the Leased Premises in the amounts of five hundred thousand dollars. (500,000.00) Proof of Tenant's insurance shall be given to Landlord upon demand, with 15 days for cancellation notice for any reason given to landlord.
- 16. SUBORDINATION. This lease shall be subject and subordinate to all mortgages which may now or later affect the property, and to all renewals, modifications, consolidations, replacements and extensions thereof.
- 17. WAIVER OF SUBROGATION. All insurance policies carried by Tenant and Landlord covering the Leased Premises, including but not limited to contents, fire, and casualty insurance shall expressly waive any right of subrogation or otherwise on the part of the insurer against the Landlord.
- 18. FIRE AND OTHER CASUALTY. If any part of the Leased Premises is destroyed by fire or other casualty, Landlord shall restore the Lease Premises to substantially the condition in which they were immediately before the destruction or damage, except that in no event shall the Landlord be obligated to restore the Tenant's leasehold improvements or the Tenant's personal property; provided, however, that if the Leased Premises is damaged and destroyed so that restoration is not economically possible, as reasonably estimated within 60 days following the damage or destruction, this Lease may be terminated at the election of either the Landlord or the Tenant, upon written notice sent by the party making the election within 60 days after the damage or destruction. If the Leased Premises is un-tenantable for any other reason, this Lease shall terminate if the Landlord fails to cure the condition within 30 days after written notice from Tenant of such un-tenantable condition, or if the condition is not curable with 30 days, if the Landlord does not begin the cure within 30 days and proceeds diligently with the cure. Upon termination, any unearned rent or other charges paid in advance shall be refunded to the Tenant.
- 19. INSPECTION AND SHOWING OF PREMISES. Landlord, its agents and representatives shall have the right to enter the Leased Premises upon reasonable notice and in a reasonable manner to examine the Leased Premises or make repairs to the building or other retained property. The Landlord, its agents and representatives shall

have the right, during the last six (6) months of the term of this Lease, to show the Leased Premises to prospective lessees.

- 20. SURRENDER. Tenant shall on the last day of the Lease term, peaceably and quietly surrender the Leased Premises to Landlord in as good condition and repair as at the commencement of lease and, in the case of any alterations and improvements, in as good condition as when completed, natural wear and tear excepted. Upon surrender, Landlord at its election may retain any or all of Tenant's improvements, or require Tenant to remove improvements and pay all costs of restoration. Not less than ninety (90) days before the expiration of the term of this Lease, Landlord shall give Tenant notice of this election whether to retain Tenant's improvements or require Tenant to remove them. Tenant shall continue to own and shall remove all its personal property, including without limitation of applicable personal property, all its equipment, furniture and fixtures. Upon removal of its personal property, Tenant shall report and return to reasonable condition the adjacent area all in a workmanlike manner.
- 21. DEFAULT. If Tenant fails to pay tent within five (5) days after that tent is overdue, or if Tenant pillages from or damages in a continual manner the Leased Premises, or permits any mechanic's lien to be placed against the building and fails to defend or contest the lien in a timely manner, or fails to remove a bond against any lien within fifteen (15) days after a request by Landlord, or fails to quit and surrender the Leased Premises to Landlord and the end of the term in the manner aforesaid, or if Tenant is in default of or violates any other of the covenants or agreements in this Lease and does not cure the default within fifteen (15) days after the notice specifying the nature of the default, or if the interest hereby created is taken from Tenant by process of law, or if Tenant files as, or is adjudged, bankrupt or insolvent, or if Tenant files any petition or answer seeking and reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute or law, or any assignment is made of Tenant=s property for the benefit of creditors, Landlord may, in addition to any remedies now or hereafter available and without notice, enter upon and re-enter the Leased Premises and possess and repossess tenant and those claiming under Tenant and remove them and theirs without prejudice to any other remedies for arrears of rent, excluding personal property, breach of covenant, or otherwise, and either upon entry or upon written notice of termination, the term of this Lease shall be terminated and expire, but Tenant shall not thereby be relieved of either its liability under this Lease for rent or its other obligations. Landlord may, after expiration of any notice hereunder, cure any default by Tenant, in which event Tenant shall reimburse Landlord for all sums and expenses incurred, together with interest at the rate of fifteen percent (15%) per annum.
- 22. WAIVER. Failure of the Landlord to insist on strict performance of the terms, conditions, and covenants of this Lease shall not be deemed a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions, and covenants of this Lease.

- 23. TIME. Time is of the essence with respect to performance by Tenant of its obligations under this Lease.
- 24. SEVERABILITY. If any provision or portion of a provision of this Lease or its application to any person or circumstance is held invalid or unenforceable, the remainder of the Lease or provision and its application to other persons or circumstances shall not be affected.
- 25. SUCCESSORS AND ASSIGNS. This lease shall be binding upon and inure to the benefit of the parties, their respective heirs, executors, administrators, successors, and assigns.
- 26. NOTICES. Any notice under this Lease shall be delivered to or mailed by certified or registered mail to an address designated by each party in writing from time to time. For the present, each party designates the following as its address for all notices:

Landlord:

Harold Warren Construction

P.O. Box 237

Gardiner, Maine 04345

207-582-2659

Tenant:

Sebago Lake Distillery, LLC

P.O. Box 1013

Sebago, Maine 04075

- 27. OTHER PROVISIONS. This Lease replaces and revokes any prior agreements of the parties relating to the Leased Premises. All prior understandings, terms, or conditions are merged in this Lease.
- 28. LANLORD FIT UP. Landlord at his expense shall replace the on demand water heater, and repair any previously damaged plumbing prior to the date of this lease, and remove landlords power supply from tenants panel.
- 29. TENANT FIT UP. Tennant shall provide at their expense all fit up required, except that as listed in item 28. Tennant shall be allowed to add a 144 square foot addition, which shall be constructed as approved by landlord and City ordinances.

O COPY

IN WITNESS THEREOF, the parties hereto have set their hands and seals this 15th day of March, 2016.

SIGNED SEALED AND DELIVERED

LANDLORD:

HAROLD WARREN CONSTRUCTION CO.

Bv:

Mark Warren It's Vice President

STATE OF MAINE KENNEBEC, SS.

Personally appeared the above named Mark Warren, and acknowledged the above instrument to be the free act and deed of the Harold Warren Construction Company and his free act and deed as his capacity as Vice President, this 15th day of March. 2016.

Before me,

Notary Public, Maine My Commission Expires January 12, 2018

Notary Public



TENANT:

Sebago Lake Distillery, LLC

Dave Fomer It's President

STATE OF MAINE

Kennebec. Ss.

Personally appeared the above named Dave Tomer and acknowledged the above instrument to be the free act and deed of Sebago Lake Distillery, LLC and his free act and deed in his capacity as President, this 2 day of Horch.

Before me,

Notary Public/Attorney-at-Law

Print name Hovovi Silve

My commission expires About 38, 3000



Bid Notices and Requests for Services

Published in Kennebec Journal on July 11, 2023

Location

Kennebec County, Maine

Notice Text

PUBLIC HEARING NOTICE The City of Gardiner will hold a Public Hearing on July 19, 2023 at 6pm at Gardiner City Hall (6 Church Street). 1. To consider a Liquor License Renewal for Sebago Lake Distillery, LLC which is located at 463 Water St, Gardine For more information, visit City Hall during normal business hours or call 582-4200.