



**GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET**



Meeting Date	02/17/2021	Department	City Council
Agenda Item	4.e Findings of Fact and Consider Approval of a Medical Marijuana Establishment: Sugar Bud Farms		
Est. Cost	n/a		

Background Information	<p>The Land Use Code Addresses Marijuana Establishments:</p> <p>It states-</p> <p>10.28.5 An applicant that has received a conditional license from the State of Maine for a marijuana establishment may apply for City approval of that category of establishment. Any approval or license based upon a conditional state license shall be conditioned on the applicant receiving an active license from the state within one hundred eighty (180) days of the date of the City's approval. If the applicant fails to obtain an active license within that period, all City approvals, licenses and permits are void.</p> <p>Suagr Bud Farms, owned by Michael S. Blanche and located at 414 Water Street, has been granted a caregiver license with the State of Maine and has received approval from the Planning Board. The licensee acknowledges and affirms all information is true and complete and then will require local authorization. As part of the Marijuana Business License Application for the City of Gardiner, approvals must be given by Code Enforcement, Economic Development, City Manager, Gardiner Fire Department, Gardiner Police Department, Public Works, and City Council. Please note his caregiver's license expires 02/23/2021.</p> <p>The City Council shall make findings of facts as to the application's conformance with the standards of approval. The Council may grant a conditional approval of a license for a period of less than one year.</p> <p>All pertinent paperwork is attached.</p>
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Requested Action	'I move to approve the Medical Marijuana Establishment License for Sugar Bud Farms as all approval standards have been met as noted in City of Gardiner Code Chapter 11, Section 5.2 for a term of one year so long as a valid state caregiver's license is maintained.'
City Manager and/or Finance Review	The City Manager recommends the above action.
Council Vote/ Action Taken	
Departmental Follow-Up	

City Clerk Use Only	1 st Reading _____	Advertised <u>02/08/2021</u>	EFFECTIVE DATE _____
	2 nd Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____

FINDINGS OF FACT: NEW MARIJUANA ESTABLISHMENT

Business Name: Sugar Bud Farms

Date of Council Review: February 17, 2021

The below standards need to be reviewed by the City Council for approval of a new marijuana establishment license:

_____ The applicant has obtained a conditional license for the proposed adult-use marijuana establishment or approval for the proposed medical marijuana establishment from the State of Maine.

_____ The proposed establishment conforms or will conform to the approval of the Planning Board including any conditions or approval prior to receiving City authorization to open.

_____ The proposed establishment conforms or will conform to all the applicable land use, building, plumbing, and electrical codes prior to receiving City authorization to open.

_____ The proposed establishment conforms or will conform to all the applicable fire and life safety codes prior to receiving City authorization to open.

_____ The applicant has made or will make adequate provisions to provide for the security of the establishment and to avoid any potential nuisances from the use of the establishment prior to receiving City authorization to open.

_____ The proposed establishment will not discharge effluent or process water to the public sewer system that will exceed the capacity of the system to transport and treat the material and that any requirements for the pre-treatment or limits on the quantity or quality of discharges will be met.

After reviewing the above standards the Gardiner City Council does hereby:

_____ approve _____ deny _____ approve with conditions: _____

_____ a license for a term of _____.

Signed this _____ day of _____, 202_.

Gardiner City Council

_____	_____
_____	_____
_____	_____
_____	_____

Date Received in Office	1/12/20
Received by:	KM
Office Amount Received	\$1,000
Approved	_____ Denied _____

Marijuana Business License Application

- New Application
 Renewal Application
 Existing Facility as of 12/13/20
 Medicinal to Adult Use Conversion

Adult Use Business

Medical Business

- | | |
|--|--|
| <input type="checkbox"/> Retail Marijuana Store \$1500 | <input checked="" type="checkbox"/> Medical Retail Marijuana/Dispensary \$1000 |
| <input type="checkbox"/> Cultivation Facility | <input type="checkbox"/> Medical Marijuana Cultivation Facility |
| <input type="checkbox"/> Tier 3 2k-7k sq ft of canopy \$2000 | <input type="checkbox"/> Tier 1 30-60 plants \$500 |
| <input type="checkbox"/> Tier 4 > 7k sq ft of canopy \$2500 | <input type="checkbox"/> Tier 2 <2000 sq ft of canopy \$1500 |
| <input type="checkbox"/> Manufacturing Facility \$2000 | <input type="checkbox"/> Tier 3 2k-7k sq ft of canopy \$2000 |
| <input type="checkbox"/> Testing Facility \$500 | <input type="checkbox"/> Tier 4 > 7k sq ft of canopy \$2500 |
| <input type="checkbox"/> Nursery \$1500 | <input type="checkbox"/> Medical Marijuana Manufacturing Facility \$2000 |
| | <input type="checkbox"/> Medical Marijuana Testing Facility \$500 |

Applicant Information

Name Michael Blanche

Address 559 River Ave, Gardiner ME 04345

Phone 207-624-1174

Email mblanche87@gmail.com

Do you own any other marijuana businesses? Yes, I am a caregiver

If yes, Please list and describe: I am a caregiver

Do you currently hold any marijuana licenses or conditional marijuana licenses? Yes

Are you licensed caregiver? yes

Property Information

Physical address of proposed marijuana business 414 Water St, Gardiner ME 04845

Map 34 Lot 86 Zone IT

Property owner's Name and address Areal Leasing and Development, 407 Deer Hill Rd, China 04358

Property owner's phone 207-582-2659

Property owner's email Areal Leasing@gmail.com

Business Information

Type of marijuana business Medical

Name of Business Sugar Bush Farms

Number of employees 2

Hours of operation M-F 10-6pm Sat 10-4pm

Brief description of the business _____

Square feet of retail space 510

Square feet of indoor plant canopy n/a

Square feet of outdoor plant canopy n/a

Square feet of manufacturing space n/a

Describe any security protocols Cameras, Security monitoring system and alarm that goes to the police dept. a safe also.

If extraction will be performed, please describe the process to be used and the machines/chemicals

involved none

Are there any Hazardous processes or chemicals to be used at the business, if so please describe na

Describe any fire protection/suppression equipment Sprinkler system Smoke detector

Do you own or have financial interest in any other marijuana businesses in any state no

If manufacturing, please describe the processes as well as the products that will be manufactured

[Signature]
Signature

1-11-21
Date

For Municipal Use Only

Approvals

Code Enforcement _____ Date _____

Economic Development _____ Date _____

City Manager _____ Date _____

Gardiner Fire Department _____ Date _____

Gardiner Police Department _____ Date _____

Public Works _____ Date _____

City Council Approval Date: _____

City of Gardiner
Receipt

02/09/21 11:25 AM ID:AEB #9047-1
TYPE----- REF--- AMOUNT
Marijuana Establi
Med Dispensary 1,000.00

Total: 1,000.00*
Paid By: SUGAR BUD FARVE - MIKE BLANCHE
Remaining Balance: 0.00

Cash : 1,000.00



Maine Medical Use
Of Marijuana

Date Issued: 03/04/2020
Expires: 03/03/2021

Individual Caregiver

MICHAEL S. BLANCHE

DOB: [REDACTED]

No Retail Location Provided

Registration #: CGR25910

Control #: 169701

Authorized for: 30 mature/60 immature and/or
Harvested



OFFICE OF MARIJUANA POLICY
Maine Adult Use Marijuana Program

Individual ID Card

ID #: IIC664

**MICHAEL STEVEN
BLANCHE**

DOB: [REDACTED]

Date Issued: 02/24/2020

Expiration Date: 02/23/2021



Christine Landes

From: Angelia Christopher
Sent: Wednesday, February 10, 2021 4:41 PM
To: Christine Landes
Subject: FW: license application

Hi Christine,

Please see the reply below from Mike Blanche regarding his caregivers license.

Angie

From: Mike <mblanche07@gmail.com>
Sent: Wednesday, February 10, 2021 4:39 PM
To: Angelia Christopher <AChristopher@gardinermaine.com>
Subject: Re: license application

We dont get a copy of it... you fill it out and turn it in with a CHECK

On Wed, Feb 10, 2021 at 2:03 PM Angelia Christopher <AChristopher@gardinermaine.com> wrote:

Good afternoon,

We have been working to get your application on the 2/17 City Council, but need one more piece of information.

We need have the paperwork, that was submitted as part of your original Caregivers license.

In other words, the application that was submitted when you first got your Caregivers.

I will need this doc, (email is fine) ASAP.

If you have any questions, please feel free to let me know.

Thank you

Angie



STATE OF MAINE
Office of Marijuana Policy
Medical Use of Marijuana Program
Caregiver Application

SECTION 1: Caregiver Information.

- New
- Renewal
- Modification to plant count
- Change to canopy-based cultivation

Legal Name: **Michael Blanche**

Date of Birth: _____ Telephone Number: **(207) 624-1174**

Home Address: **559 River Ave**

City: **Gardiner** State: **ME** Zip: **04345**

Mailing Address:

City: _____ State: _____ Zip: _____

Email Address (required): **mblanche07@gmail.com** SSN or Federal EIN: **0: _____ 2** Sales Tax Registration Number: _____

SECTION 2A: Cultivation Location.

Street Address: **1 Marks Ln**

City: **Gardiner** State: **ME** Zip: **04345**

Indoor OR Outdoor. Please describe:

SECTION 2B: Property Owner.

Legal Name of Property Owner: **Mark Warren**

Street Address: **409 Water St**

City: **Gardiner** State: **ME** Zip: **04345**

SECTION 3: Caregiver Retail Store.

Legal Business Name: _____ Doing Business as Name, if applicable: _____

Street Address:

City: _____ State: _____ Zip: _____

SECTION 4: Registered Caregiver Authorized Activities. Please check all that apply.

- Standard caregiver cultivation activities
- Standard caregiver processing and manufacturing activities (no inherently hazardous substance extraction)
- Processing or manufacturing of marijuana from a patient, caregiver, or dispensary
- Processing or manufacturing marijuana using inherently hazardous substances
- Manufacturing edible marijuana products
- Standard caregiver transfer, donation and/or sale of medical marijuana, concentrate and products to patients
- Operation of one caregiver retail store
- Purchase or other receipt of wholesale marijuana from other caregivers or dispensaries
- Sale or other transfer of wholesale marijuana to other caregivers or dispensaries

SECTION 5: Fees. The fee is \$240 for each group of up to six (6) mature marijuana plants cultivated by a caregiver.

Caregiver cultivating/servicing patients

(Elect either plant count or canopy.)

Plants	Fee
<input type="checkbox"/> 6 mature/12 immature plants	\$240
<input type="checkbox"/> 12 mature/24 immature plants	\$480
<input type="checkbox"/> 18 mature/36 immature plants	\$720
<input type="checkbox"/> 24 mature/48 immature plants	\$960
<input checked="" type="checkbox"/> 30 mature/60 immature plants	\$1200

Canopy

- 500 Sq. Ft. Canopy

Number of mature plants to be cultivated within canopy: _____ \$ _____

Example plant canopy fees:

- 31-36 mature marijuana plants, \$1440
- 37-42 mature marijuana plants, \$1680
- 43-48 mature marijuana plants, \$1920
- 49-54 mature marijuana plants, \$2160
- 55-60 mature marijuana plants, \$2400

Application Fee: _____
Background Check Fee: \$31.00
Total Enclosed: \$1,231

Caregiver non-cultivating/servicing patients

(Purchasing from a registered caregiver or dispensary)

Harvested marijuana from:	Fee
<input type="checkbox"/> 6 mature/12 immature plants	\$240
<input type="checkbox"/> 12 mature/24 immature plants	\$480
<input type="checkbox"/> 18 mature/36 immature plants	\$720
<input type="checkbox"/> 24 mature/48 immature plants	\$960
<input type="checkbox"/> 30 mature/60 immature plants	\$1200

Application Fee: _____
Background Check Fee: \$31.00
Total Enclosed: _____

SECTION 6: Local Authorization.

Upon receipt of the completed application, the Office of Marijuana Policy will send a Local Authorization form to the applicant. It will be the applicant's responsibility to obtain Local Authorization pursuant to Title 22, Section 2429-D.

SECTION 7: Required Submissions.

- A cashier's check or money order made payable to "Treasurer, State of Maine." **All fees are non-refundable.**
- Copy of State of Maine-issued photographic identification.
- Copy of food establishment/processing license, if applicable.

SECTION 8: Attestation.

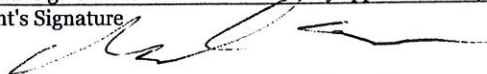
I have read and attest to the following:

- A. All information on this application is true and correct. Misrepresentation on this application may jeopardize my status as a registered caregiver in the Maine Medical Use of Marijuana Program (MMMP).
- B. I have reviewed the rules and statute to allow me to execute my duties, rights and responsibilities as a caregiver under the laws and regulations governing the MMMP.
- C. In the event that law enforcement, MMMP staff, and/or their representatives question my status as a card holder, I must provide my registry identification card and current government-issued photo ID.
- D. I will comply with inspections, as required, and refusal of entry could jeopardize my status as a caregiver.
- E. I will comply with applicable regulations and requirements if I am producing edibles with medical marijuana or using pesticides in the cultivation of medical marijuana.
- F. I will abide by packaging and labeling requirements as defined in MMMP rules and statute.
- G. I will not sell, furnish or give marijuana to a person who is not allowed to possess marijuana for medical purposes.
- H. I may operate one retail store to sell harvested marijuana to qualifying patients for the patients' medical use.
- I. I may employ assistants to assist in performing the duties of the caregiver and they must be registered with the State of Maine in accordance with state law.
- J. I have provided my social security number or federal identification number for reporting to the Maine Revenue Service for tax purposes only.
- K. I will collect and remit sales tax related to my sales and transactions of medical marijuana.
- L. I have reviewed local/town/municipal ordinances and my status as a caregiver does not violate any ordinances currently in place.
- M. I will submit to annual background checks as required in statute or as required by program policy.
- N. I must submit to the department annually, a report of the number of qualifying patients and visiting qualifying patients I have assisted.
- O. I must submit a new application each time I apply for a card and renew a card.
- P. If any of my information changes after this application is processed, I must notify MMMP.
- Q. I am a Maine resident.
- R. If I do not comply with these requirements, the Department of Administrative and Financial Services may revoke authorization to serve as a caregiver under the Maine law.
- S. I will use the inventory tracking system specified, developed, and maintained by the Department or its designee. I will track, using the inventory tracking system specified by the Department, marijuana plants, marijuana, marijuana concentrate, and marijuana products from immature plant to point of sale.
- T. I authorize the Department to transfer the information contained in this application to its third party inventory tracking system vendor for the purposes of establishing credentials in the inventory tracking system. I will use the inventory tracking system specified, developed and maintained by the Department or its designee to track all marijuana plants, marijuana, marijuana concentrate and marijuana products from immature plant to point of sale.

Signature - This application cannot be accepted without a signature.

I understand and agree that federal, state and local officials or other persons and organizations may verify the information I have given. I understand that if I have given incorrect information, my application may be denied. I have read and understand the questions above.

Applicant's Signature



Date

2/11/21

Submit completed application and applicable fees (personal checks are not accepted) to the following address:

Medical Use of Marijuana Program
 Office of Marijuana Policy
 162 State House Station
 Augusta, ME 04333-0162
 Tel: (207) 287-3282; Fax: (207) 287-2671; TTY users: Dial 711 (Maine Relay)
 E-mail: licensing.omp@maine.gov
 Website: <https://www.maine.gov/dafs/omp/medical-use/>



February 8, 2021

Sugar Bud Farms
Michael Blanche
414 Water St.
Gardiner, Maine 04345

Dear Mr. Blanche

On behalf of the City of Gardiner, we would like to congratulate you on your August 25, 2020 Planning Board approval for a medical marijuana retail/dispensary facility with the conditions of a letter of financial capacity and a contingency letter from your land lord to the CEO at 408 Water St. Gardiner, Maine.

Please let me know if there is anything, you need from either City staff or me.

Again, thank you for choosing Gardiner.

Sincerely,


Debby Willis, Planning Board Chair

c:Tracey K. Desjardins
Director of Economic Development/Planning
Kris McNeill, CEO



Office of Code Enforcement

6 Church Street
Gardiner, Maine 04345

Phone: 207 582-6892
Fax: 207 582-6895

September 9, 2020

Sugar Bud Farms
Attn: Michael and Jennifer Blanche
559 River Ave
Gardiner, Maine 04345

Dear Mr. Blanche,

This letter is to state my approval of your retail marijuana business located at 408 Water street in Gardiner Maine. The proposed project follows all applicable codes and ordinances and will not negatively impact municipal services in the city. I look forward to working with you in the future. Please contact my office for building, sign and other permits associated with your opening.

Should you have any questions, please feel free to call me at 207-620-4853.

A handwritten signature in blue ink, appearing to read "Kris McNeill", is written over a horizontal line.

Kris McNeill
Code Enforcement Officer
City of Gardiner, Maine



GARDINER WATER DISTRICT

P.O. Box 536 • Gardiner, Maine 04345 • (207) 582-5500 • Fax (207) 582-3093

September 8, 2020

Jen Blance
251 Water St
Gardiner Me. 04345

Dear Ms. Blanche,
In reference to your proposed marijuana retail facility to be located at 251 Water St in Gardiner. This facility will present no adverse effects to operations of the Gardiner Water District.

Sincerely,


Paul Gray Supt. Gardiner Water District



GARDINER POLICE DEPARTMENT



Chief James M. Toman

CEO Kris McNeill
Gardiner Planning Board
Office of Economic and Community Development

Mr. Mike Blanche
DBA – Sugar Bud Farms
408 Water St
Gardiner, Maine 04345

Per review criteria 6.5.1.13, it is my belief that the Gardiner Police Department will have the ability to respond safely to any emergency or criminal activity that may occur at this business. This business may result in some calls for police services, however, it is not anticipated that these calls will have an impact on the overall services that the Gardiner Police Department delivers.

Sincerely,

Chief James M. Toman
Gardiner Police Department
City of Gardiner



July 24, 2020

Dear Mike,

Based on the information you gave me regarding your proposed Marijuana retail business in existing retail space at 414 Water Street Gardiner the City of Gardiner wastewater system has adequate capacity to transport and treat any flow coming from the establishment provided that there will only be domestic flow coming from toilets to be used by employees with no process water being used.

If you have any questions please contact me.

Regards,

Douglas Clark

Wastewater Director

City of Gardiner



**CITY OF GARDINER
FIRE & RESCUE DEPARTMENT**



Interim Chief Richard Sieberg

September 9, 2020

Dear Jen Blanche,

I have received your application to establish a business at 414 Water Street in Gardiner under the name Sugar Bud Farms. Upon careful review of your proposal and discussion with the City's Code Enforcement officer I feel comfortable that your business would not create a significant impact on the Fire Department. As such I do not see any reason your business cannot be established at 414 Water Street.

As always we look forward to working with all of the businesses in the City. Please feel free to reach out to the Fire Department if you have questions or concerns.

Sincerely,

Richard Sieberg
Gardiner Fire Department
Interim Fire Chief



September 8, 2020

Dear Mike,

Based on the information provided for your proposed marijuana retail business located in retail space at 414 Water Street Gardiner Maine, there will be no negative impacts to the Gardiner Public Works Department.

If you have any questions or concerns please don't hesitate to contact me.

Respectfully,

A handwritten signature in black ink that reads "Jerry Douglass". The signature is written in a cursive style with a large, prominent "J" and "D".

Jerry Douglass

Public Works Director

City of Gardiner



August 26, 2020

To Whom It May Concern,

Per the request of Jennifer and Michael, Sugar Bud Farms currently holds an account with cPort Credit Union is in good standing as of August 26, 2020.

Please feel free to let me know if you have any questions.

Sincerely,

Cortney Raymond

Branch Supervisor

AREA LEASING & DEVELOPMENT CORPORATION

407 Lower Deer Hill Road • China, Maine 04356

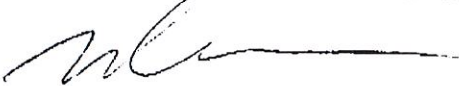
PH. (207) 242-7454

arealeasing@gmail.com

08/28/20

To whom it may concern.

Michael Blanche has been offered to lease 414 Water Street Gardiner Maine for a Marijuana Retail establishment, contingent upon receiving City approvals. The lease has been drawn and will be signed upon receipt of the City approval.



Mark Warren Pres.

LEASE

THIS LEASE is made and entered into this 12 day of July, 2020 by and between AREA LEASING & DEVELOPMENT CORPORATION, a general corporation, with a principal place of business in China, Maine (Landlord), and Michael Blanche of 559 River Avenue Gardiner, Maine. (Tenant)

WITNESSETH

1. LEASED PREMISES. Landlord does hereby lease, demise, and let unto Tenant and Tenant does hereby lease, hire, and take from Landlord Apx. 1820 square feet of the space described as 414 Water Street Gardiner, Maine. (The Leased Premises).
2. TERM. The term of this lease shall be one (1) years, beginning on the 1st day of the month of September, 2020. (Contingent to existing tenant vacating)
3. RENT. Tenant shall pay the landlord rent as follows: Equal monthly installments of \$1300 dollars per month for 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 its' office at 407 Lower Deer Hill Road China, Maine 04358, as the place 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 4 months nor less than 2 months prior to the expiration thereof. Provided, however, that for the renewal term of one (1) year the annual fixed rent shall be increased as mutually agreed to.
5. TITLE, QUIET ENJOYMENT. Landlord warrants that it owns the Lease Premises in fee simple and that it 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 is" in their 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.

A. Tenant shall be responsible for providing its own lamps and ballasts and replacing fluorescent lights, and repairing damage to doors by tenant and/or their invites.

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 Landlord's 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.

12. RESTRICTIONS OF USE. Tenant shall use the Leased Premises only for its business which shall be a full spectrum marijuana, CBD, eatables and apparatus retail

facility. 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 electric, electric utility deposit, heating, cooling, water, and sewer. Landlord shall provide 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. Non-payment of Water and sewer bills is a default of lease by tenant. Tenant shall place all utility accounts in their name within 5 days of lease acceptance.

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 I. 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 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 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. Landlord shall be named as an additional insured on Tenant's public liability insurance.

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 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 120 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 120 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 90 days after written notice from Tenant of such un-tenantable condition, or if the condition is not curable with 90 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 rent within five (5) days after that rent is overdue, or if Tenant makes or suffers any strip or waste of 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, 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:

27. SECURITY DEPOSIT: None

28. Fit up: All fit up at tenant's expense

29. Tenant shall keep odors from being a nuisance to adjoining tenants

30. This lease contingent upon receiving all necessary governmental approvals.

Landlord: Area Leasing & Development
C/O Mark Warren
407 Lower Deer Hill Road China, Maine 04358

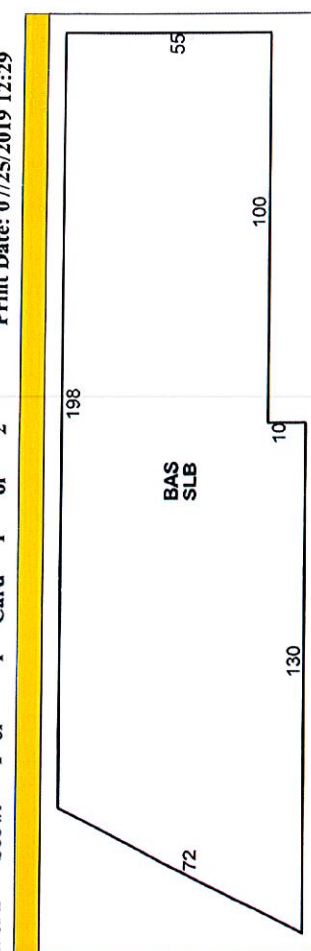
Tenant: Michael Blanche
559 River Avenue Gardiner, Me 04345

LANDLORD:
AREA LEASING & DEVELOPMENT CORP.

Mark Warren, President

TENANT: Michael Blanche

A handwritten signature in black ink, appearing to read "Michael Blanche", written over a horizontal line.



CONSTRUCTION DETAIL		Element	Cd.	Ch.	Description
15	Style	Shop Center RE			
94	Model	Commercial			
03	Grade	Average			
1	Stories				
6	Occupancy				
11	Exterior Wall 1	Clapboard			
15	Exterior Wall 2	Concr/Cinder			
01	Roof Structure	Flat			
04	Roof Cover	Tar & Grvl/Rub			
05	Interior Wall 1	Drywall			
05	Interior Wall 2				
05	Interior Floor 1	Tile Vyn Cmp			
14	Interior Floor 2	Carpet			
04	Heating Fuel	Electric			
04	Heating Type	Forced Air-Duc			
03	AC Type	Central			
3230	Bldg Use	SHOPNGMALL MDL-94			
	Total Rooms				
	Total Bedrms				
	Total Baths				
01	Heat/AC	Heat/Ac Plng			
02	Frame Type	Wood			
02	Baths/Plumbing	Average			
05	Ceiling/Wall	Susp Ceil & WL			
02	Rooms/Prtms	Average			
12	Wall Height				
	% Conn Wall				

MIXED USE		Code	Description	Percentage
3230	SHOPNGMALL MDL-94			100

COST/MARKET VALUATION		Adj. Base Rate:
Replace Cost	689,781	
AYB	1987	
EYB	1998	
Dep Code	A	
Remodel Rating		
Year Remodeled		
Dep %	20	
Functional Obslnc		
External Obslnc		
Cost Trend Factor	1	
Condition		
% Complete		
Overall % Cond	80	
Apprais Val	551,800	
Dep % Ovr	0	
Dep Ovr Comment		
Misc Imp Ovr	0	
Misc Imp Ovr Comment		
Cost to Cure Ovr	50000	
Cost to Cure Ovr Comment	NEEDS NEW ROOF	

OB-OUTBUILDING & YARD ITEMS(L) / XF-BUILDING EXTRA FEATURES(B)										
Code	Description	Sub	Units	Unit Price	Yr	Gale	Dp Rt	Cnd	%Cnd	Apr Value
PAV1	PAVING-ASPH		22,101	1.80	2008	0	0		25	9,900
AC	AIR CONDITN		12,911	2.70	1998	2	2		100	27,900
SPR1	SPRINKLERS-		12,911	1.80	1998	2	2		100	18,600

BUILDING SUB-AREA SUMMARY SECTION					
Code	Description	Gross Area	Eff. Area	Unit Cost	Undeprc. Value
BAS	First Floor	12,910	12,910		689,781
SLB	Slab	0	0		0
	Ttl. Gross Liv/Lease Area:	12,910	12,910	25,820	689,781



Marijuana Establishment Licensing Ordinance

Section 1. Authority

This ordinance is adopted by the City under its home rule authority, Title 30-A M.R.S. Section 3001 and in accordance with the provisions of Title 28-B M.R.S Chapter 1 Subchapter 4 which authorizes municipal regulation of adult use marijuana establishments and Title 22 M.R.S Chapter 558-C Section 2429-D which authorizes municipal regulation of medical marijuana establishments.

Section 2. License Required

No marijuana establishment as defined in this ordinance shall operate within the City of Gardiner unless the establishment is currently licensed by the City in accordance with the provisions of this ordinance.

Section 3. Term of License

A license for a marijuana establishment shall be valid for one year from the date that the license is approved by the City Council unless otherwise specifically limited by vote of the City Council. The City Council may approve a license for less than one year to coordinate state and City licensing timeframes or as a conditional license to allow an applicant to address conditions of approval on the license.

Section 4. Licensing Procedures

Applications for a marijuana establishment license shall be processed and reviewed according to the following procedures.

4.1. Application Submission

An application for a marijuana establishment license shall be submitted to the City Clerk. Applications for renewal of a license or for the renewal of a license involving the expansion or relocation of the establishment must be submitted at least forty-five (45) days prior to the expiration of the current license. The application must include all of the materials set forth in the submission requirements of Section 5, 6 or 7 depending on the type of application.

4.2. Review of Application for Completeness

The City Manager or her/his designee shall review the application for completeness in accordance with the submission requirements of Section 5, 6 or 7. If the City Manager or her/his designee finds the application to be complete, he/she shall notify the City Clerk that the application should be advertised for public hearing and placed on the City Council's agenda. If the City Manager or his/her designee finds that the application is not complete, he/she shall notify the applicant of the additional materials required. Upon receipt of additional information the City Manager or her/his designee shall repeat the process until the application is deemed to be complete. An application shall not be advertised for public hearing or scheduled for City Council consideration until the application is found to be complete.

4.3. Public Hearing

The City Council shall hold a public hearing on a completed application for a marijuana establishment license. The notice of the public hearing shall be posted in accordance with City procedures and shall be advertised in a newspaper that is widely circulated in the City at least seven (7) days prior to the public hearing. The notice shall include the date, time and location of the hearing together with the name of the applicant, the type of marijuana establishment for which the license is sought and the location of the establishment identified by both street address and Tax Map and Lot number.

4.4. Council Action

Within thirty (30) days of the public hearing, the City Council shall review the application for conformance with the applicable standards set forth in Section 5, 6 or 7 depending on the type of licensing. The City Council shall make findings of fact as to the application's conformance with the standards of approval. The Council shall act to approve the granting of the license, to deny the granting of the license, or to approve the granting of the license with conditions. The Council may grant conditional approval of a license for a period of less than one year. When an application involves the renewal and relocation of an existing license, the City Council may allow for an overlap of up to ninety (90) days between the existing license and the renewal license to allow for the preparation of the new facility. When the City Council allows overlapping licenses, no retail sales shall occur at the new location until retail sales at the prior location have ceased.

Section 5. First-Time License Application

An application for a new marijuana establishment license shall be processed and reviewed in accordance with the following:

5.1. Submission Requirements

An application for a marijuana establishment license for an establishment that is not currently licensed by the City of Gardiner shall include all of the following information:

- 5.1.1. A completed and signed application form (provided by the City)
- 5.1.2. The appropriate annual license fee for the type of facility in accordance with the schedule of fees set forth in Section 8.
- 5.1.3. If the application is for an adult use marijuana establishment, a copy of the applicant's approved state conditional license including all submissions made to obtain that license.
- 5.1.4. If the application is for a medical marijuana establishment, written evidence that applicant has obtained all state approvals for the type of facility proposed including all materials submitted to the state to obtain those approvals.
- 5.1.5. A copy of the Planning Board's notice of decision approving the facility in accordance with the Land Use Code. If the Planning Board's approval included any conditions of approval, written documentation setting forth how those conditions have been or will be met.
- 5.1.6. A written report prepared by the Code Enforcement Officer documenting the proposals compliance with all applicable land use, building, plumbing and electrical codes. If the report of the Code Enforcement Officer identifies any areas of noncompliance, the applicant shall provide a written response setting forth how the identified issues have been or will be addressed.
- 5.1.7. A written report prepared by the Fire Chief documenting the proposals compliance with all applicable fire and life safety codes. If the report of the Fire Chief identifies any areas of noncompliance, the applicant shall provide a written response setting forth how the identified issues have been or will be addressed.
- 5.1.8. A written report prepared by the Police Chief addressing the adequacy of provisions to provide for the security of the establishment and to avoid any potential for nuisances from the use of the establishment. If the report of the Police Chief identifies any areas of concern, the

applicant shall provide a written response setting forth how the identified issues have been or will be addressed.

5.1.9. If the proposed establishment will discharge to the public sewer system, a written report prepared by the Superintendent of the Wastewater Treatment System addressing the potential implications of discharging wastewater to the sewer system and providing treatment for this material including the need for any pre-treatment of discharges. If the report of the Superintendent identifies any areas of concern, the applicant shall provide a written response setting forth how the identified issues have been or will be addressed.

5.2 Approval Standards

The City Council shall approve an application for a new marijuana establishment license only if it finds that all of the following standards are met or will be met as a result of conditions of approval applied to the license:

- 5.2.1 The applicant has obtained a conditional license for the proposed adult-use marijuana establishment or approval for the proposed medical marijuana establishment from the State of Maine.
- 5.2.2. The proposed establishment conforms or will conform to the approval of the Planning Board including any conditions of approval prior to receiving City authorization to open.
- 5.2.3 The proposed establishment conforms or will conform to the all applicable land use, building, plumbing and electrical codes prior receiving City authorization to open.
- 5.2.4 The proposed establishment conforms or will conform to the all applicable fire and life safety codes prior receiving City authorization to open.
- 5.2.5 The applicant has made or will make adequate provisions to provide for the security of the establishment and to avoid any potential for nuisances from the use of the establishment prior receiving City authorization to open.
- 5.2.6 The proposed establishment will not discharge effluent or process water to the public sewer system that will exceed the capacity of the system to transport and treat the material and that any requirements for pre-treatment or limits on the quantity of quality of discharges will be met.

Section 6. Renewal License Applications

An application for the renewal of a marijuana establishment license shall be processed and reviewed in accordance with the following:

6.1. Submission Requirements

An application for the renewal of a marijuana establishment license that is currently licensed by the City of Gardiner and that will occupy the same space as existing operation shall include all of the following information:

- 6.1.1. A completed and signed application form (provided by the City)
- 6.1.2. The appropriate annual license fee for the type of facility in accordance with the schedule of fees set forth in Section 8.
- 6.1.3. If the application is for an adult use marijuana establishment, written documentation that the applicant has applied for a renewal of its state license.
- 6.1.4. If the application is for a medical marijuana establishment, written evidence that applicant has obtained all state approvals for the type of facility proposed.
- 6.1.5. A written report prepared by the Code Enforcement Officer documenting the establishment's ongoing compliance with all applicable land use, building, plumbing and electrical codes. The report shall identify any enforcement actions or other concerns during the prior year. If the report of the Code Enforcement Officer identifies any areas of noncompliance or concern, the applicant shall provide a written response setting forth how the identified issues have been or will be addressed.
- 6.1.6. A written report prepared by the Fire Chief documenting the establishment's on-going compliance with all applicable fire and life safety codes. The report shall include the results of any inspections performed by the department and records of all calls for service during the prior year and the reason for each call. If the report of the Fire Chief identifies any areas of noncompliance or concern about use of the fire service, the applicant shall provide a written response setting forth how the identified issues have been or will be addressed.
- 6.1.7. A written report prepared by the Police Chief documenting the ongoing adequacy of provisions to provide for the security of the establishment and to avoid any potential for nuisances from the use of the establishment. The report of the Police Chief shall document the number of calls for service and the reason for the calls during the prior year. If the report of the Police Chief identifies any areas of concern, the applicant

shall provide a written response setting forth how the identified issues have been or will be addressed.

6.1.8. If the establishment discharges to the public sewer system, a written report prepared by the Superintendent of the Wastewater Treatment System addressing the impacts of the wastewater on the sewer system and sewage treatment plant including compliance with any pre-treatment requirements or limitations on the volume of discharges. If the report of the Superintendent identifies any areas of concern, the applicant shall provide a written response setting forth how the identified issues have been or will be addressed.

6.2 Approval Standards

The City Council shall approve an application for the renewal of a marijuana establishment license only if it finds that all of the following standards are met or will be met as a result of conditions of approval applied to the license:

6.2.1 The applicant has applied to the State of Maine for the renewal of its adult-use marijuana establishment license or approval as a medical marijuana establishment.

6.2.2 The applicant has addressed any complaints or violations with respect to all applicable land use, building, plumbing and electrical codes during the prior year in a timely manner to the satisfaction of the Code Enforcement Officer and the establishment is or will be in conformance with all applicable code requirements.

6.2.3 The applicant has addressed any complaints or violations with respect to all applicable fire protection and life safety codes during the prior year in a timely manner to the satisfaction of the Fire Chief and the establishment is or will be in conformance with all applicable code requirements.

6.2.4 The applicant has addressed any complaints or violations with respect to provisions for the security of the establishment and to avoid nuisances from the use of the establishment during the prior year in a timely manner to the satisfaction of the Police Chief and has made adequate provisions to prevent the recurrence of any problems.

6.2.5 If the establishment discharges to the public sewer system, the applicant has addressed any discharges of effluent or process water to the public sewer system that has exceeded the capacity of the system to transport and treat the material including any requirements for pre-treatment during the prior year to the satisfaction of the Superintendent of

the Wastewater Treatment System and has made adequate provisions to prevent the recurrence of any problems.

Section 7. Renewal License Application Involving an Expansion or Relocation of the Facility

An application for the renewal of a marijuana establishment license that involves either the relocation of the establishment to a new location or the expansion of the facility shall be processed and reviewed in accordance with the following:

7.1. Submission Requirements

An application for the renewal of marijuana establishment license that is currently licensed by the City of Gardiner in which the location of the establishment is proposed to be changed or the size of the establishment increased shall include all of the following information:

- 7.1.1. A completed and signed application form (provided by the City)
- 7.1.2. The appropriate annual license fee for the type of facility in accordance with the schedule of fees set forth in Section 8.
- 7.1.3. If the application is for an adult use marijuana establishment, written documentation that the applicant has applied for renewal of its state license. The applicant shall provide all documentation provided to the state in support of the request for renewal of its license.
- 7.1.4. If the application is for a medical marijuana establishment, written evidence that applicant has applied for or obtained all state approvals for the type of facility proposed.
- 7.1.5. A copy of the Planning Board's notice of decision approving the relocated or expanded facility in accordance with the Land Use Code. If the Planning Board's approval included any conditions of approval, written documentation setting forth how those conditions have been or will be met.
- 7.1.6. A written report prepared by the Code Enforcement Officer documenting the existing facility's ongoing compliance with all applicable land use, building, plumbing and electrical codes. The report shall identify any enforcement actions or other concerns during the prior year.
- 7.1.7. A second written report prepared by the Code Enforcement Officer documenting the compliance of the proposal for a relocated or expanded facility with all applicable land use, building, plumbing and electrical codes. If the report of the Code Enforcement Officer identifies any areas

of noncompliance, the applicant shall provide a written response setting forth how the identified issues have been or will be addressed.

7.1.8. A written report prepared by the Fire Chief documenting the existing establishment's on-going compliance with all applicable fire and life safety codes. The report shall include the results of any inspections performed by the department and records of all calls for service during the prior year and the reason for each call. The report of the Fire Chief shall identify any areas of noncompliance or concern about the use of the fire service. The report shall also document the compliance of the proposal for a relocated or expanded facility with all applicable fire and life safety codes. If the report of the Fire Chief identifies any areas of noncompliance with the new or expanded establishment, the applicant shall provide a written response setting forth how the identified issues have been or will be addressed.

7.1.9. A written report prepared by the Police Chief documenting the ongoing adequacy of provisions at the existing facility to provide for the security of the establishment and to avoid any potential for nuisances from the use of the establishment. The report of the Police Chief shall document the number of calls for service and the reason for the calls during the prior year. The report shall also review the proposal for a relocated or expanded facility. If the report of the Police Chief identifies any areas of concern, the applicant shall provide a written response setting forth how the identified issues have been or will be addressed.

7.1.10. If the existing establishment discharges to the public sewer system, a written report prepared by the Superintendent of the Wastewater Treatment System addressing the impacts of the wastewater on the sewer system and sewage treatment plant including compliance with any pre-treatment requirements or limitations on the volume of discharges. The report shall evaluate the potential implications of discharging wastewater to the sewer system and providing treatment for this material including the need for any pre-treatment of discharges from the relocated or expanded facility. If the report of the Superintendent identifies any areas of concern, the applicant shall provide a written response setting forth how the identified issues have been or will be addressed.

7.2 Approval Standards

The City Council shall approve an application for the renewal of a marijuana establishment license only if it finds that all of the following standards are met or will be met as a result of conditions of approval applied to the license:

7.2.1 The applicant has applied to the State of Maine for the renewal of its adult-use marijuana establishment license or approval as a medical marijuana establishment.

7.2.2 The proposed relocated or expanded establishment conforms or will conform to the approval of the Planning Board including any conditions of approval prior to receiving City authorization to open.

7.2.3 The applicant has addressed any complaints or violations with respect to all applicable land use, building, plumbing and electrical codes during the prior year in a timely manner to the satisfaction of the Code Enforcement Officer and the relocated or expanded establishment is or will be in conformance with all applicable code requirements.

7.2.4 The applicant has addressed any complaints or violations with respect to all applicable fire protection and life safety codes during the prior year in a timely manner to the satisfaction of the Fire Chief and the relocated or expanded establishment is or will be in conformance with all applicable code requirements.

7.2.5 The applicant has addressed any complaints or violations with respect to provisions for the security of the establishment and to avoid nuisances from the use of the establishment during the prior year in a timely manner to the satisfaction of the Police Chief and has made adequate provisions to prevent the recurrence of any such problems at the relocated or expanded establishment.

7.2.6 If the existing establishment discharges to the public sewer system, the applicant has addressed any discharges of effluent or process water to the public sewer system that has exceeded the capacity of the system to transport and treat the material including any requirements for pre-treatment during the prior year to the satisfaction of the Superintendent of the Wastewater Treatment System and has made adequate provisions to prevent the recurrence of any such problems at the relocated or expanded location.

Section 8. Fees

An application for a license or renewal of a license for a marijuana establishment shall include an application fee in the amount set forth in the following table:

Type of Marijuana Establishment	Annual Fee
Medical Marijuana Cultivation Facility – Tier 1	\$500
Medical Marijuana Cultivation Facility – Tier 2	\$1,500
Marijuana Cultivation Facility – Tier 3	\$2,000
Marijuana Cultivation Facility – Tier 4	\$2,500
Marijuana Products Manufacturing Facility	\$2,000
Marijuana Testing Facility	\$500
Marijuana Retail Store	\$1,500
Medical Marijuana Registered Caregiver Retail Store	\$1,000
Medical Marijuana Registered Dispensary	\$1,000
Marijuana Nursery Cultivation Facility	\$1,500

This is nonrefundable and will be used to offset the City's costs in the review of the application and in the oversight with respect to conformance of the establishment with respect to the license and any conditions of approval.

Section 9. Definitions

- **Marijuana Establishment:** Any use or facility that is a Medical Marijuana Cultivation Facility – Tier 1 or Tier 2, a Marijuana Cultivation Facility – Tier 3, a Marijuana Cultivation Facility – Tier 4, a Marijuana Products Manufacturing Facility, a Marijuana Testing Facility, a Marijuana Retail Store, a Medical Marijuana Registered Caregiver Retail Store, a Medical Marijuana Registered Dispensary, or a Marijuana Nursery Cultivation Facility as defined by this ordinance.
- **Medical Marijuana Cultivation Facility – Tier 1:** An establishment registered with the State of Maine for the cultivation of medical marijuana by a Registered Caregiver in accordance with the rules established under Title 22 M.R.S. Chapter 558-C that involves the growing of not more than thirty (30) mature marijuana

plants, not more than sixty (60) immature marijuana plants and any number of marijuana seedlings.

- **Medical Marijuana Cultivation Facility – Tier 2:** An establishment registered with the State of Maine for the cultivation of medical marijuana in accordance with the rules established under Title 22 M.R.S. Chapter 558-C that involves the growing of mature marijuana plants with a plant canopy of not more than two thousand (2,000) square feet.
- **Marijuana Cultivation Facility – Tier 3:** An establishment licensed by the State of Maine for the cultivation of medical marijuana in accordance with the rules established under Title 22 M.R.S. Chapter 558-C and/or licensed by the State of Maine for the cultivation of adult use marijuana in accordance with the rules established under Title 28-B M.R.S. Chapter 1 that involves the growing of mature marijuana plants with a plant canopy of more than two thousand (2,000) but not more than seven thousand (7,000) square feet.
- **Marijuana Cultivation Facility – Tier 4:** An establishment licensed by the State of Maine for the cultivation of medical marijuana in accordance with the rules established under Title 22 M.R.S. Chapter 558-C and/or licensed by the State of Maine for the cultivation of adult use marijuana in accordance with the rules established under Title 28-B M.R.S. Chapter 1 that involves the growing of mature marijuana plants with a plant canopy of more than seven thousand (7,000) square feet.
- **Marijuana Products Manufacturing Facility:** An establishment licensed by the State of Maine as a Tier 1 or Tier 2 medical marijuana products manufacturing facility in accordance with the rules established under Title 22 M.R.S. Chapter 558-C and/or licensed by the State of Maine as an adult use marijuana products manufacturing facility in accordance with the rules established under Title 28-B M.R.S. Chapter 1.
- **Marijuana Testing Facility:** An establishment licensed by the State of Maine as a medical marijuana testing facility in accordance with the rules established under Title 22 M.R.S. Chapter 558-C and/or licensed by the State of Maine as an adult use marijuana testing facility in accordance with the rules established under Title 28-B M.R.S. Chapter 1.
- **Marijuana Retail Store:** An establishment licensed by the State of Maine as an adult use marijuana store in accordance with the rules established under Title 28-B M.R.S. Chapter 1.
- **Medical Marijuana Registered Caregiver Retail Store:** An establishment licensed by the State of Maine as an Medical Marijuana Registered Caregiver Retail Store in accordance with the rules established under Title 22 M.R.S. Chapter 558-C.

- **Medical Marijuana Registered Dispensary:** An establishment licensed by the State of Maine as an Registered Medical Marijuana Dispensary in accordance with the rules established under Title 22 M.R.S. Chapter 558-C.
- **Marijuana Nursery Cultivation Facility:** An establishment licensed by the State of Maine as an adult use nursery cultivation facility in accordance with the rules established under Title 28-B M.R.S. Chapter 1.
- **Marijuana Plant – Immature:** A marijuana plant that is not a mature marijuana plant or a marijuana seedling.
- **Marijuana Plant – Mature:** A marijuana plant that is flowering.
- **Marijuana Seedling:** A marijuana plant that is not flowering, is less than six (6) inches high and less than six (6) inches in width.

Section 10. Amendments

The City Council may amend this ordinance at any time in accordance with the City's procedures for the adoption and amendment of an ordinance.

Section 11. Severability and Validity

If a court of law in the State of Maine finds a portion of this ordinance to be invalid for any reason or purpose, the balance of the ordinance shall remain in effect and shall continue to apply to marijuana establishments. If a court of law finds the entire ordinance invalid, that action shall automatically void the municipal opt-in provisions of Title 28-B M.R.S Chapter 1 Subchapter 4 which authorizes municipal regulation of adult use marijuana establishments and Title 22 M.R.S Chapter 558-C Section 2429-D which authorizes municipal regulation of medical marijuana establishments. In such case no new or expanded marijuana establishments shall be permitted in the City of Gardiner but marijuana establishments with a valid City license as of the date of any such legal action shall be allowed to continue to operate in accordance with that license and the City shall, if requested, certify to the State that an application for renewal of a state license or approval is in conformance with local requirements.