



**GARDINER CITY COUNCIL  
AGENDA ITEM INFORMATION SHEET**



<b>Meeting Date</b>	06/16/2021	<b>Department</b>	Planning/Economic Dev
<b>Agenda Item</b>	4.i) Second Read and possible approval for a new application for a Marijuana Business Application located at 15 Lions Way.		
<b>Est. Cost</b>	n/a		

**Background Information**

Second Read for the issuance of a license for a Tier 3 Medical Marijuana Cultivation facility to Eric McMaster. First Read was June 2, 2021 and application was missing the following: address correction and missing answers to questions on page 3 of the application.

The application and documents are attached and the applicate has completed the missing information.

<b>Requested Action</b>	"I move to approve a new application for a marijuana business from Eric McMaster."
<b>City Manager and/or Finance Review</b>	
<b>Council Vote/ Action Taken</b>	
<b>Departmental Follow-Up</b>	

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

Marijuana Business License Application

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

**Adult Use Business**

- Retail Marijuana Store \$1500
- Cultivation Facility
- Tier 3 2k-7k sq ft of canopy \$2000
- Tier 4 > 7k sq ft of canopy \$2500
- Manufacturing Facility \$2000
- Testing Facility \$500
- Nursery \$1500

**Medical Business**

- Medical Retail Marijuana/Dispensary \$1000
- Medical Marijuana Cultivation Facility
- Tier 1 30-60 plants \$500
- Tier 2 <2000 sq ft of canopy \$1500
- Tier 3 2k-7k sq ft of canopy \$2000
- Tier 4 > 7k sq ft of canopy \$2500
- Medical Marijuana Manufacturing Facility \$2000
- Medical Marijuana Testing Facility \$500

**Applicant Information**

Name Eric McMaster  
Address 13 Independence Drive Brunswick, ME 04011  
Phone 207. 215. 7516  
Email mcmaster628@gmail.com

Do you own any other marijuana businesses? Yes  
If yes, Please list and describe: Medical storefront in Farmingdale

Do you currently hold any marijuana licenses or conditional marijuana licenses? Yes, Medical & ICE Adult Use Card

Are you licensed caregiver? Yes

**Property Information**

Physical address of proposed marijuana business 15 lions way  
Map 029 Lot 001A Zone MUV  
Property owner's Name and address Robin Spencer  
Property owner's phone 207. 242. 0030  
Property owner's email N/A

**Business Information**

Type of marijuana business medical cultivation  
Name of Business Tro Blooms Wellness  
Number of employees 4  
Hours of operation 8-5 Mon - Sunday  
Brief description of the business Medical Cannabis Cultivation

Square feet of retail space Ø

Square feet of indoor plant canopy 1000 sq ft

Square feet of outdoor plant canopy Ø

Square feet of manufacturing space 6500 sq ft

Describe any security protocols Barbed wire fence, locked fence gate, Dead bat,  
SimpliSafe monitored security, sound alarm

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


involved There will be no extractions at this location.

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

Describe any fire protection/suppression equipment There are multiple on site  
fire extinguishers rated for chemical and natural fires.

Do you own or have financial interest in any other marijuana businesses in any state I do  
not have any other financial interest in any other Marijuana businesses.

If manufacturing, please describe the processes as well as the products that will be manufactured  
I do not intend to do product manufacturing at this time.

  
Signature

3/8/21  
Date

For Municipal Use Only

Approvals

- Code Enforcement [Signature] Date 5-7-21
- Economic Development [Signature] Date 5/19/2021
- City Manager [Signature] Date 5/19/21
- Gardiner Fire Department [Signature] Date 5/21/21
- Gardiner Police Department CHIEF [Signature] Date 5/21/21
- Public Works [Signature] Date 5/24/21

City Council Approval Date: \_\_\_\_\_

USA  
**Maine**  
Secretary of State  
Matthew Dunlap

**COMMERCIAL DRIVER'S LICENSE** NOT INTENDED FOR FEDERAL PURPOSES

4d DL NO. [REDACTED] 3 dot [REDACTED]

4b EXPIRES 11/01/2022

1 **MCMASTER**  
2 **ERIC SHAWN**  
3 **13 INDEPENDENCE DRIVE**  
4 **BRUNSWICK, ME 04011**


4a ISSUED 11/07/2021 15 GENDER **M**  
16 HEIGHT 5'-11" 17 WEIGHT 209 lb 18 EYES **BLU** 19 HAIR **BRO**


9 CLASS **B** 9a END **L**

12 REST **K**

5 DD 000000000000000000087159746

**DONOR**



 **Maine Medical Use Of Marijuana** Date Issued: 01/07/2021 Expires: 01/06/2022

Individual Caregiver  
**ERIC S. MCMASTER**  
DBA: **TRU BLOOMS WELLNESS**  
DOB: [REDACTED]

Retail Location: 498 MAINE AVE, FARMINGDALE, ME  
04344-2975

Registration #: **CGR26279** Control # : 454239  
Authorized for: **Plant Canopy-500 square feet**



**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: Eric McMaster

Date of Birth: [REDACTED] Telephone Number: [REDACTED]

Home Address: 13 Independence Drive

City: Brunswick State: Maine Zip: 04011

Mailing Address: 13 Independence Drive

City: Brunswick State: Maine Zip: 04011

Email Address (required): McMaster628@gmail.com SSN or Federal EIN: [REDACTED] Sales Tax Registration Number: 1202840

**SECTION 2A: Cultivation Location.**

Street Address: 15 lions way

City: Gardner State: Maine Zip: 04345

Indoor OR  Outdoor. Please describe:  
4500 square feet of indoor cultivation

**SECTION 2B: Property Owner.**

Legal Name of Property Owner: Robin Spencer

Street Address:

City: State: Zip:

**SECTION 3: Caregiver Retail Store.**

Legal Business Name: Tru Blows Wellness Doing Business as Name, if applicable:

Street Address: 498 Maine ave

City: Farmington State: Maine Zip: 04344

**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

12 / 1 / 2020

**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](mailto:licensing.omp@maine.gov)  
Website: <https://www.maine.gov/dafs/omp/medical-use/>

**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 type="checkbox"/> 30 mature/60 immature plants	\$1200

**Canopy**

- 500 Sq. Ft. Canopy

Number of mature plants to be cultivated within canopy: 55-60      \$ 2400

**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: 2400  
Background Check Fee: \$31.00  
Total Enclosed: 2431.00

**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.



City of Grafton  
----- Receipt -----

04/16/21 9:45 AM ID:KIC #12733-1  
TODS----- REF--- 0400W  
Marijuana Tiers  
    ult: Fee Tier 3           2,000.00

Total: 2,000.00  
Paid By: Eric Macomber  
Remaining Balance: 0.00

Check : 2,000.00  
471293 - 2,000.00

<b>CURRENT OWNER</b>		<b>UTILITIES</b>		<b>STRT / ROAD</b>		<b>LOCATION</b>	
CAPITAL AREA PROPERTIES LLC	1 Level	1 All Public	1 Paved	2 Suburban			
PO BOX 573	<b>SUPPLEMENTAL DATA</b>						
GARDINER ME 04345	SEND VAL TAX ACO LISTING A LIST PRIC SPEC DIS Assoc Pld#						
<b>RECORD OF OWNERSHIP</b>		<b>BK-VOL/PAGE</b>	<b>SALE DATE</b>	<b>QU</b>	<b>V/I</b>	<b>SALE PRICE</b>	<b>VC</b>
CAPITAL AREA PROPERTIES LLC		12132 0201	10-14-2015	U	I	230,000	1E
MAINE STATE OF		1324 0369		U	V	0	1

<b>EXEMPTIONS</b>		<b>OTHER ASSESSMENTS</b>	
Year	Code	Description	Amount
Total			0.00
<b>ASSESSING NEIGHBORHOOD</b>		<b>NOTES</b>	
Nbhd	Nbhd Name	Tracing	Batch
0001			

<b>APPRaised VALUE SUMMARY</b>	
Appraised Bldg. Value (Card)	92,400
Appraised Xf (B) Value (Bldg)	0
Appraised Ob (B) Value (Bldg)	400
Appraised Land Value (Bldg)	54,100
Special Land Value	0
Total Appraised Parcel Value	146,900
Valuation Method	C

<b>BUILDING PERMIT RECORD</b>		<b>VISIT / CHANGE HISTORY</b>	
Permit Id	Issue Date	Description	Amount
Total Appraised Parcel Value			
146,900			
Date	Id	Type	Is
05-03-2017	CL		
03-30-2016	CL		
01-26-2016	CL		
05-26-2009	CL		
09-04-2007	RS		
09-04-2007	RS		

<b>LAND LINE VALUATION SECTION</b>													
B Use Code	Description	Zone	Land Type	Land Units	Unit Price	I. Factor	Site Index	Cond.	Nbhd.	Nbhd Adj	Location Adjustment	Adj Unit Pric	Land Value
1	3222 COMM BLDG			43,560 SF	1.08	1.15000	F	1.00		1.000	0	1.24	54,100
Total Card Land Units											1,000 AC	Parcel Total Land Area: 1.1100	
Total Land Value											54,100	Total Land Value	

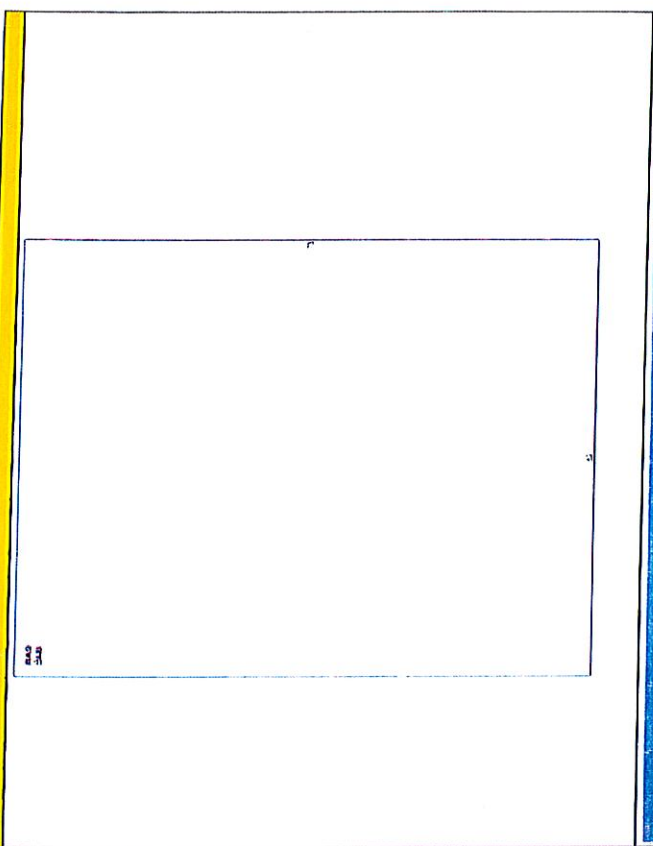
This signature acknowledges a visit by a Data Collector or Assessor

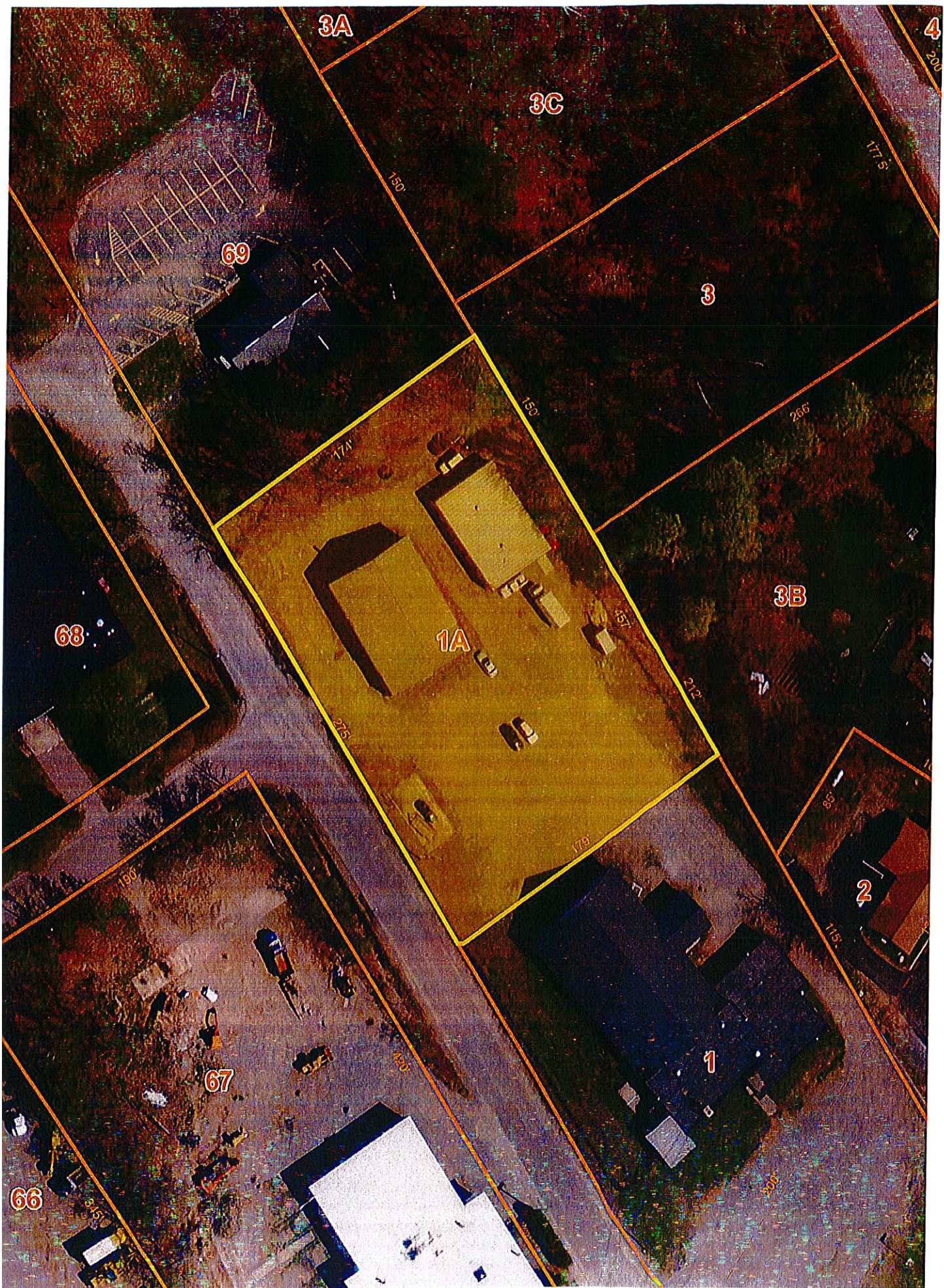
CONSTRUCTION DETAIL			CONSTRUCTION DETAIL (CONTINUED)		
Element	Cd	Description	Element	Cd	Description
Style:	48	Warehouse			
Model	94	Commercial			
Grade	03	Average			
Stories:	1				
Occupancy	1.00				
Exterior Wall 1	20	Brick/Masonry			
Exterior Wall 2	03	Gable/Hip			
Roof Structure	05	Roofed Roofing			
Roof Cover	01	Minim/Masonry			
Interior Wall 1	03	Concrete			
Interior Wall 2	02	Oil			
Interior Floor 1	04	Forced Air-Duc			
Interior Floor 2	01	None			
Heating Fuel	3222	COMM BLDG			
Heating Type					
AC Type					
Bldg Use					
Total Rooms					
Total Bedrms					
Total Baths					
Heat/AC	00	None			
Frame Type	03	Masonry			
Baths/Plumbing	02	Average			
Ceiling/Wall	00	None			
Rooms/Prtns	02	Average			
Wall Height	12.00				
% Comm Wall					
1st Floor Use:					

OB - OUTBUILDING & YARD ITEMS(L) / XF - BUILDING EXTRA FEATURES(B)							
Code	Description	L/B	Units	Unit Price	Yr Bilt	Cond.	Cd
				% Good		Grade	
							Appr. Value

BUILDING SUB-AREA SUMMARY SECTION						
Code	Description	Living Area	Floor Area	Eff Area	Unit Cost	Undeprac Value
BAS	First Floor	3,796	3,796	3,796	30.22	114,715
SLB	Slab	0	0	0	0.00	0

Ttl Gross Liv / Lease Area	3,796	7,592	3,796			114,715
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3A

3C

4

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3

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1A

3B

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**MAINE COMMERCIAL ASSOCIATION OF REALTORS®  
COMMERCIAL LEASE (NNN LEASE)**

1. PARTIES Capital Area Properties with a mailing address of P.O. Box 573 Gardiner ME 04345 ("LANDLORD"), hereby leases to Eric McMaster, with a mailing address of 498 Main Ave Farmingdale ME 04344 ("TENANT"), and the TENANT hereby leases from LANDLORD the following described premises:
2. PREMISES The Premises are deemed to contain 6,170 +/- square feet. The Premises are located at Armory Building 2 and 3 15 Lions Way, Gardner, ME 04345 together with the right to use in common, with other entitled thereto, the hallways, stairways necessary for access to said leased premises, and lavatories nearest thereto. The leased premises are accepted in "as is" condition except if specifically set forth to the contrary in this lease.
3. TERM The term of this lease shall be for two years, unless sooner terminated as herein provided, commencing on October 19<sup>th</sup>, 2019 and ending on October 20<sup>th</sup>, 2021.

4. RENT The TENANT shall pay to the LANDLORD the following base rent:

<u>Lease Year(s)</u>	<u>Annual Base Rent</u>	<u>Monthly Rent</u>
<u>Entire Term</u>	[REDACTED]	[REDACTED]

payable in advance in equal monthly installments on the first day of each month during the term, said rent to be prorated for portions of a calendar month at the beginning or end of said term, all payments to be made to LANDLORD or to such agent and at such place as LANDLORD shall from time to time in writing designate, the following being now so designated: P.O. Box 573 Gardiner ME 04345. If TENANT does not pay base rent, supplemental and additional rents, or other fees and charges when due pursuant to the terms of the Lease then LANDLORD, in its sole discretion, may charge, in addition to any other remedies it may have, a late charge for each month or part thereof that TENANT fails to pay the amount due after the due date. The late charge shall be equal to ten percent (10%) of the amount due LANDLORD each month in addition to the rent then due.

5. RENEWAL OPTION



6. SECURITY DEPOSIT

Security Deposit. On execution of this Lease, Tenant shall deliver to Landlord cash in the amount of one month's rent ([REDACTED]). The Security Deposit shall be held by Landlord as security for the performance by Tenant of all of the provisions of this Lease. If Tenant fails to pay Rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent or other charge in default, or the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, then within five (5) days after demand therefor Tenant shall deposit cash with Landlord in an amount sufficient to restore the deposit to the full amount thereof, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations hereunder, the Security Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned to Tenant without payment of interest for its use (or, at Landlord's option to the last assignee, if any, of Tenant's interest hereunder) within thirty (30) days after the expiration or earlier termination of this Lease, and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to the Security Deposit.

7. RENT ADJUSTMENT

N/A

A. OPERATING COSTS

The TENANT shall be responsible for One Hundred percent (100%) of all operating expenses. Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building and its appurtenances and all exterior areas, yards, plazas, sidewalks, landscaping and the like then (i.e. as of said last day of the calendar year concerned) located outside of the building but related thereto and the parcels of land on which they are located (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of furnishing electricity, heat, air-conditioning, and other utility services and facilities to the building, (ii) all costs of any insurance carried by LANDLORD related to the building, (iii) all costs for common area

cleaning and janitorial services, (iv) all costs of maintaining the building including the operation and repair of heating and air-conditioning equipment and any other common building equipment, non-capital roof repairs and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition, (v) all costs of snow and ice removal, landscaping and grounds care, (vi) all other costs of the management of the building, including, without limitation, property management fees, and (vii) all other reasonable costs relating directly to the ownership, operating, maintenance and management of the building by LANDLORD. (viii) all taxes related to the property being leased.

#### 8. UTILITIES

The TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, all bills for fuel furnished to a separate tank servicing the leased premises exclusively and all charges for telephone and other communication systems used at, and supplied to, the leased premises. LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the leased premises as of the commencement date of this lease. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be the TENANT's sole obligation, provided that such installation shall be subject to the written consent of the LANDLORD.

#### 9. USE OF LEASED PREMISES

Cultivation of medical and recreational marijuana and related businesses.

#### 10. COMPLIANCE WITH LAWS

TENANT agrees to conform to the following provisions during the entire term of this lease: (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, inflammable fluids, chemicals, nuisance, objectionable noise or odor shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein or any use thereof which is improper, offensive, contrary to law or ordinance, or liable to invalidate or increase the premiums for any insurance on the building or its contents or liable to render necessary any alterations or additions to the building; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. TENANT shall observe and comply with all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT's use thereof required by law or any public authority as a result of TENANT's use or occupancy of the premises or TENANT's alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD's consent as provided in this lease.

#### 11. MAINTENANCE A. TENANT'S OBLIGATIONS

TENANT acknowledges by entry thereupon that the leased premises are in good and satisfactory order, repair and condition, and covenants during said term and further time as the TENANT holds any part of said premises to keep the leased premises in as good order, repair and condition as the same are in at the commencement of said term, or may be put in thereafter, damage by fire or unavoidable casualty and reasonable use and wear only excepted. Notwithstanding anything to the contrary herein, if TENANT has leased ground floor space, TENANT covenants to keep all plate glass windows in good repair and condition and to carry adequate insurance to provide for the replacement of any such plate glass that is damaged or destroyed.

#### B. LANDLORD'S OBLIGATIONS

Except as specifically provided in this Lease, Landlord shall not be required to furnish any services, facilities or utilities to the Premises or to Tenant, and Tenant assumes full responsibility for obtaining and paying for all services, facilities and utilities to the Premises.

#### 12. ALTERATIONS – ADDITIONS

The TENANT shall not make any alterations or additions, or permit the making of any holes in any part of said building, or paint or place any signs, drapes, curtains, shades, awnings, aerials, or flagpoles or the like, visible from outside of the leased premises, that is, from outdoors or from any corridor or other common area within the building; or permit anyone except the TENANT to use any part of the leased premises for desk space or for mailing privileges without on each occasion obtaining prior written consent of the LANDLORD. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that the TENANT has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the LANDLORD's title or interest in the building, the premises or any portion thereof.



Eric McMaster  
15 Lions Way  
Gardiner Maine, 04345

Dear Eric,

Based on the information you provided for your medical marijuana cultivation practice located at 15 Lions Way, the Public Works Department does not anticipate any safety concerns. If any information you provided were to change, I would ask that you inform us of those changes.

Thank You,

Jerry Douglass  
Public Works Director  
Phone: 582-4408

Department of Public Works  
6 Church Street | Gardiner, ME 04345  
207-582-4800 | 207-582-6895 (fax) | [jdouglass@gardinermaine.com](mailto:jdouglass@gardinermaine.com)  
[www.GardinerMaine.com](http://www.GardinerMaine.com)



**CITY OF GARDINER  
FIRE & RESCUE DEPARTMENT**



*Fire Chief Richard Sieberg*

*March 11, 2021*

Dear Eric McMaster,

I have received your request for a letter from the Fire Department regarding your existing business at 15 Lions Way.

Due to the fact no change is being made to the already established business, and after speaking with Code Enforcement, I see no issues for the Fire Department.

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  
Fire Chief





## **GARDINER POLICE DEPARTMENT**



*Chief James M. Toman*

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

Mr. Eric McMaster  
15 Lions Ave  
Gardiner, Maine 04345

Per review criteria 6.5.1.13- Based upon information provided and based upon my site visit, this business appears to have appropriate operational and safety and security measures in place to operate in the City of Gardiner. Since the appropriate systems are in place, with additional features soon to be added, it is my belief that the Gardiner Police Department will have the ability to respond safely and effectively to any emergency or criminal activity that may occur at the business location. 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



CITY OF  
**Gardiner**  
*Moving Forward*

March 23, 2021

Eric McMaster  
15 Lions Way  
Gardiner Maine, 04345

Dear Eric,

Based on the information you provided for your medical marijuana cultivation practice located at 15 Lions Way, the Wastewater Department does not anticipate any additional usage on the system. If any information you provided were to change, I would ask that you inform us of those changes.

Thank You,

Doug Clark  
Wastewater Superintendent  
582-1351



# GARDINER WATER DISTRICT

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P.O. Box 550 • Gardiner, Maine 04345 • 207-582-5500 • Fax 207-582-3093

March 31, 2021

Eric McMaster  
15 Lions Way  
Gardiner Maine 04345

Dear Mr. McMaster,  
The Gardiner Water District has the capacity to serve your business located at 15 Lions Way in Gardiner.  
Please contact me if you need anything further.

Sincerely,

Paul Gray Supt. GWD



## Office of Code Enforcement

6 Church Street  
Gardiner, Maine 04345


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

May 7, 2021

Eric McMaster  
15 Lions Way  
Gardiner Maine, 04345

Mr. McMaster,

After reviewing your application for a medical marijuana cultivation facility license, I find that it complies with all applicable land use ordinances. I approve of the license being issued.



Kris McNeill  
Code Enforcement Officer