



GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET



Meeting Date	12/20/2023	Department	City Clerk
Agenda Item	3h. Public Hearing for a Cannabis Retail License renewal for Wellness Connection		
Est. Cost	N/A		

Background Information	<p>Please see the attached documentation. Mayor Hart will open the Public Hearing.</p>
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Requested Action	Mayor Hart opens and closes a public hearing
City Manager and/or Finance Review	
Council Vote/ Action Taken	
Departmental Follow-Up	

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

Date Received in Office	---
Received by: <u>AMC</u>	---
Office Amount Received \$ <u>3500</u>	---
Approved _____	Denied _____

Marijuana Business
License Application

- New Application
- Renewal Application

Type of Business

- Retail Marijuana Store
- Cultivation Facility
- Manufacturing Facility
- Testing Facility
- Nursery/Grow Store

Medical Marijuana or Recreational- Recreational

If cultivation, what Tier?

- Tier 1 -30-60plants
- Tier 2- <2000sf of canopy
- Tier 3 --2k-7ksf of canopy
- Tier 4 - 7ksf of canopy

Applicant Information

Name NPG, LLC dba Wellness Connection of Maine

Address 685 Congress Street, Portland, ME 04102

Phone 207-887-4042

Email vdenbow@mainewellness.org

Do you own/ have financial interest in any other marijuana businesses in Maine and/or other states?

If yes, Please list and describe: Yes. NPG, LLC own and operates four Adult Use Retail Stores in Maine. There is also a manufacturing facility located in the same building as this dispensary as well as a cultivation facility and additionally a manufacturing facility. The entity that owns NPG, LLC owns other cannabis businesses in multiple state.

Do you currently hold a State of Maine Caregiver card or State of Maine conditional marijuana license?
No, we do have active Adult Use Licenses.

*If so, please provide a copy of your States of Maine Caregiver Card or State of ME Conditional license and any documentation submitted to obtain these licenses.

Business Location

Physical address of proposed marijuana business. 31 Maine Ave, Gardiner, ME 04330 -

Map 37 Lot 151 Zone IT

Property owner's name and address Triple Deuce, LLC 95 Purington Ave, Augusta, ME 04330 -

Property owner's phone 207-462-4832 -

Property owner's email showroom@tuttleantiques.com -

*Please provide property owners permission documentation to operate a marijuana business at this location.

Business Information

Name of business Wellness Connection of Maine -

Number of employees 63 total, 8 at this location, 5 at this time associated -
with this license

Hours of operation Mon-Sun 9AM to 9Pm -

Brief description of the business Retail Cannabis Store selling a variety of cannabis products on the ground floor, with a commercial kitchen in the basement that produces cannabis edibles for both wholesale and our 4 retail locations in Maine.

Square feet of retail space 1,000 -

Square feet of indoor/Outdoor plant canopy N/A -

Square feet of manufacturing space 3,982 -

Describe any security protocols See Exhibit 1 Attached. -

If extraction will be performed, please describe the process to be used and the machines/chemicals involved. No extraction will be performed at this site.

Are there any hazardous processes or chemicals to be used at the business, if so please describe No.

Describe any fire protection/suppression equipment. See Exhibit 1 attached.

Please describe odor control measures to be used at the site.
See Exhibit 1 attached.

If manufacturing, please describe the processes as well as the products that will be manufactured
See Exhibit 1 attached.

W. Jensen

12/07/2023

Signature

Date

For Municipal Use Only

Approvals

Code Enforcement

[Signature]

Date 12/14/23

Economic Development

Melissa Kelly

Date 12/14/23

City Manager

[Signature]

Date 12/14/23

Gardiner Fire Department

[Signature]

Date 12-14-23

Gardiner Police Department

[Signature]

Date 12/14/23

Public Works

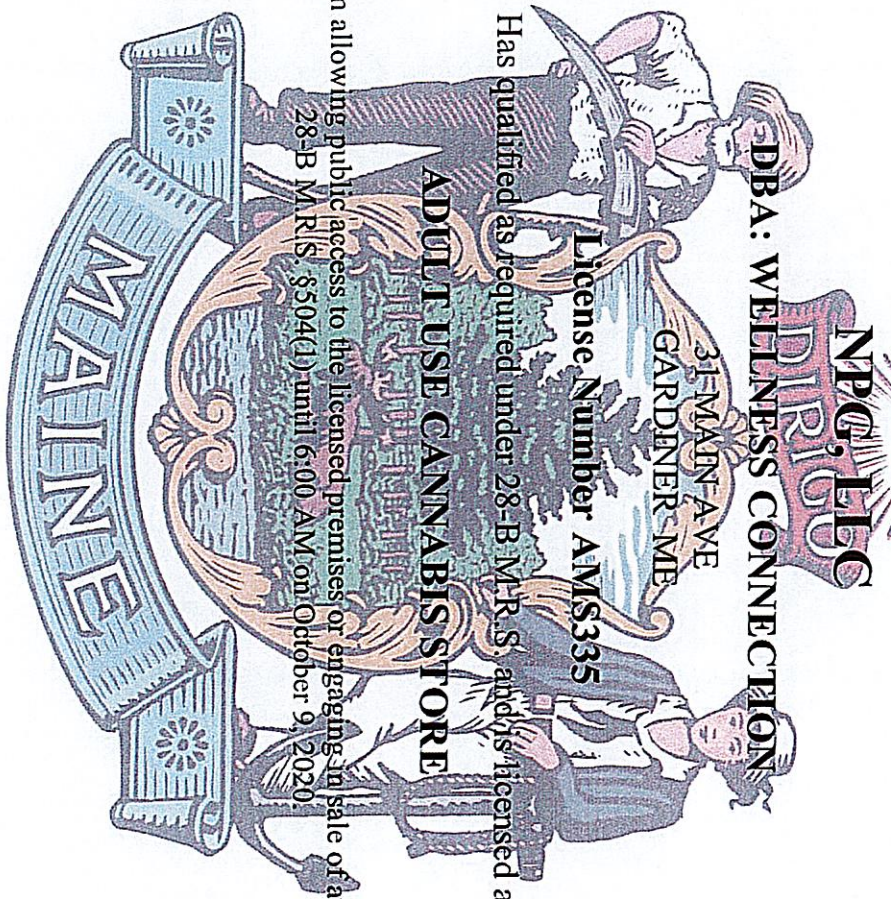
[Signature]

Date 12/14/23

City Council Approval Date: _____

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
OFFICE OF CANNABIS POLICY
MAINE ADULT USE CANNABIS PROGRAM

This certifies that



This license is restricted from allowing public access to the licensed premises or engaging in sale of authorized products pursuant to

Issued on:
May 1, 2023

John Hudak, Director

OFFICE OF CANNABIS POLICY
MAINE ADULT USE CANNABIS PROGRAM

Expires on:
April 30, 2024

To make a complaint about this licensed Adult Use Cannabis Establishment:
Email: Licensing.OCP@maine.gov



State of Maine

Department of Agriculture, Conservation & Forestry
Division of Quality Assurance & Regulations
28 State House Station, Augusta, ME 04333-0028
(207) 287-3841

SERIAL NUMBER

155811

5-20215

June 26, 2023

July 26, 2024

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

This certifies that

NPG LLC dba Wellness Connection
High Street Capital Partners LLC
366 Madison AVE, 14th Floor

New York, NY 10017-

CANNABIS SALES

Location: 31 Maine AVE, Gardiner

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type	Authorizations	Fee
Retail Food Establishment	Baked Goods (produced on site) Prepackaged Food	50.00
Commercial Food Processor	Other Type Cannabis Gummies, Cookies, Chips	50.00
Food Storage Warehouse	Ready to Eat Foods Other Infused	20.00
TOTAL:		120.00



Department of Agriculture, Conservation & Forestry

Division of Quality Assurance

Amanda Beal

Collette J. Franklin

Commissioner

Director

Permitted use consent – 31 Maine Avenue, Gardiner, ME

Regarding section 2.2 of the lease for 31 Maine Avenue, Gardiner, Maine, dated August 6th, 2014 and renewed effective November 1st, 2019, the owner, Triple Deuce LLC, hereby provides tenant written consent to the following additional permitted use:

Operation of a state-licensed adult use Retail Marijuana Store and Manufacturing Facility.

Signed:

James Stream

Title:

member

Date:

8-18-2020

AMENDMENT TO LEASE AGREEMENT – GARDINER, MA

This Amendment to Lease Agreement (this “*Amendment*”) is made as of this 1st day of November, 2022 (for purposes of this Amendment, the “*Effective Date*”), by and between NORTHEAST PATIENTS GROUP, D/B/A WELLNESS CONNECTION OF MAINE, a Maine for profit business corporation having a mailing address of 685 Congress St. (rear), Portland, Maine 04102 (“*Original Tenant*”), NPG, LLC, a Maine limited liability company having a mailing address of 366 Madison Avenue, 14th Floor, New York, New York 10017 (“*New Tenant*”), and TRIPLE DEUCE, LLC, a Maine limited liability company whose mailing address is 95 Purington Ave., Augusta, Maine 04092 (“*Landlord*”). Original Tenant, New Tenant, and Landlord are referred to individually as a “*Party*” and collectively as the “*Parties*”.

WHEREAS, Landlord and Original Tenant are parties to a certain Lease Agreement dated August 6, 2014 (the “*Original Lease*”, attached as Exhibit 1), as amended, supplemented or otherwise modified, which Lease relates to the property and improvements thereon commonly referred to as 31 Maine Avenue, Gardiner, Maine, as more particularly described by the Lease (the “*Leased Premises*”), and as subsequently modified by the Lease Extension Agreement dated November 1, 2019 (“*Lease Extension*”, attached as Exhibit 2). The Lease and Lease Extension are collectively referred to hereafter as the “*Lease Agreements*”; and

WHEREAS, Landlord, Original Tenant and New Tenant have agreed to amend and modify certain terms of the Lease Agreements, pursuant to the terms and conditions hereinafter described; and

WHEREAS, all capitalized terms used by not defined in this Amendment shall have the meanings given to them in the Lease.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants, terms, and conditions, set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Lease Agreements on the terms hereof as of the Effective Date as follows:

1. Tenant Party Change. The Parties agree to amend the tenant party under the Lease Agreements and further agree as follows:
 - a. Landlord consents to a transfer of the tenant party under the Lease Agreements from Original Tenant to New Tenant and releases Original Tenant of its obligations under the Lease Agreements.
 - b. Original Tenant transfers all of its right, title, and interest in the Lease Agreements, including any Security Deposit held by or Permitted Use consents granted by the Landlord, to New Tenant.
 - c. New Tenant accepts transfer of the Lease Agreements and agrees to perform all of the duties and obligations of the Original Tenant under the Lease Agreements.
 - d. All references to “NORTHEAST PATIENTS GROUP” under the Lease Agreements shall be removed and replaced with “NPG, LLC” and that all references to “Tenant” in the Lease Agreements and this Amendment shall refer to “NPG, LLC” as of the Effective Date.

2. EXISTING LEASE AGREEMENTS AFFIRMATION. The Parties hereby agree the Original Lease expired on November 1, 2019, was extended on November 1, 2019, and is currently set to expire as of November 1, 2022. Nonetheless, the Parties hereby ratify, adopt and incorporate by reference all terms included in the Lease Agreements as if it had been timely renewed, provided that in the event there is any conflict between the terms of the Lease Agreements and the terms set forth in this Amendment, the terms specifically set out in this Amendment shall control. From and after the Effective Date, any and all references to "the Lease" or "this Lease" in the Lease Agreements shall mean the Lease Agreements as modified by this Amendment. Terms used but not defined herein shall have the meanings given in the Lease Agreements.
3. Exercise of Renewal Option. Pursuant to Section 2(iv) of the Original Lease, the Parties hereby agree that Tenant shall renew the Original Lease for the second renewal period (the "**2nd Renewal Term**"), which shall commence on November 1, 2022 and end on November 1, 2027. The Parties further agree that at least 2 three-year renewal options will remain on the Original Lease.
4. Base Rent and Additional Rent During 2nd Renewal Term. Commencing November 1, 2022, Base Rent for each month of the three-year 2nd Renewal Term shall be \$5,000.00, which is due in advance, on or before the first day of each month. Base Rent shall be subject to an annual increase of up to 2% thereafter, as mutually agreed by the Parties. Additional Rent shall be payable as provided in the Original Lease.
5. Notice. Tenant's address for written notices shall be deleted from Section 18 of the Original Lease and replaced with the following:
- Tenant: NPG, LLC
C/o Acreage Holdings, Inc.
366 Madison Avenue, 14th Floor
New York, New York 10017
Attention: General Counsel
Telephone: (646) 600-9181
Email: legal@acreageholdings.com
- Copy to: Northeast Patients Group, d/b/a Wellness Connection of Maine
685 Congress St.
Portland, ME
Attention: Ron A. MacDonald
Telephone: (207) 553-9003
Email: r.macdonald@acreageholdings.com
Email: kmcintyre@mainewellness.org
6. Maintenance and Repairs. Landlord agrees that the following items are conditions present on the premises that exist as a result of a recent weather event. These items are in need of immediate repair or maintenance and Landlord further agrees to complete the required work as soon as practicably possible within the next 30 days from the date of this Amendment.

- a. *Back entrance door needs repair.* Bricks are cracked and separating causing leaks on rainy days.
 - b. *Side building trim needs repair.*
 - c. *Front right side of building needs repair.* Roof leaks during rainy days.
 - d. *Front left side of building needs repair.* Over-hang missing trim (wood) allowing birds, etc. into building and also, leaks during rainy days.
 - e. *Methane leak in basement.* This leak was recently repaired; however, in the event that this methane leak or other methane leak reoccurs, such leaks will be promptly repaired.
7. No Default. Except for the maintenance and repair items listed in Paragraph 6 of this Amendment, Landlord hereby affirms that as of the Effective Date no breach, or other act, error, or omission which, with the giving of notice or passage of time or both, would constitute a breach or default, by Original Tenant or New Tenant has occurred and is continuing under the Lease Agreements.
8. Mutual Authorization Representation. The Parties each hereby represent and warrant to each other that: (a) this Amendment (and each term and provision hereof) has been duly and appropriately authorized by such party through proper written corporate action and approval; and (b) no additional consent, agreement, or approval is required with respect hereto.
9. Miscellaneous.
- a. To the extent that any real estate broker, salesman or finder has been involved in connection with this Amendment, Landlord shall be solely responsible for any fees, commissions or other amounts due and owing to such person or entity.
 - b. This Amendment may be executed in one or more counterparts, all of which shall be considered one and the same document. This Amendment may be executed by PDF or electronic signatures and a PDF or electronic signature shall constitute an original signature for all purposes.
 - c. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This agreement shall be governed by Maine law.
 - a. This agreement may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

[Signature Pages Follow.]

EXECUTION VERSION

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first written above.

LANDLORD: TRIPLE DEUCE, LLC

DocuSigned by:
 Signature: James Green
2FA87440B8E5404...
 Printed Name: James Green
 Title: Authorized Representative
 Signature Date: 11/4/2022

ORIGINAL TENANT: NORTHEAST PATIENTS GROUP

DocuSigned by:
 Signature: Ron MacDonald
7CAD42FEC49B18A...
 Printed Name: Ron MacDonald
 Title: Authorized Representative
 Signature Date: 11/3/2022

NEW TENANT: NPC, LLC

DocuSigned by:
 Signature: Dennis Curran
B1D6807558C24EC...
 Printed Name: Dennis Curran
 Title: Authorized Representative
 Signature Date: 11/3/2022



10/31/2022

Exhibit 1
Gardiner Marijuana Manufacturing License Renewal

SECURITY PROTOCOLS

Wellness Connection of Maine takes the safety and security of its patients, employees, guests, and neighbors very seriously. We have a central security office which works with several outside contractors to plan, monitor, and upgrade security programs for all of our facilities. The building in question is approximately 8,000 sq. ft. and is completely equipped with more than sufficient and appropriate security measures to:

1. Provide a safe and secure environment for visitors and staff.
2. Deter and prevent unauthorized entrance into areas containing marijuana.
3. Deter and prevent the theft of marijuana.

Security Surveillance Cameras:

Security surveillance cameras have been installed and are operating twenty-four (24) hours a day, seven (7) days a week, and retain a minimum of thirty (30) days video storage. These surveillance cameras monitor all entrances, along with the interior and exterior of the premises, to discourage and facilitate the reporting of criminal acts and nuisance activities occurring at the premises.

Alarm System:

The building is equipped, regulated and monitored by a commercial combination control panel with an audible alarm that is monitored by a Professional Security Company and alarm notification capabilities with smart phone monitoring, with notifications that are sent immediately and directly to both the Gardiner Police Department and one of our managers from the Wellness Connection of Maine, so that they may assist Gardiner Police as needed to resolve the alarm.

All doors and windows are equipped with burglar contacts and motion detectors to prevent unauthorized entrance after hours.

The building is also outfitted with silent panic alarms that staff can utilize in event of an emergency. These are directly monitored by our security company 24 hours a day and in the event, one is activated, Gardiner Police would be notified immediately

info@mainewellness.org | 1-855-848-6740 | mainewellness.org

South Portland
29 Western Ave.
South Portland, ME 04106

Portland
685 Congress Street
Portland, ME 04102

Gardiner
31 Maine Avenue
Gardiner, ME 04345

Brewer
221 Dirigo Drive
Brewer, ME 04412

Nature delivers.

Locking Safe or Functional Equivalent:

Dedicated rooms with limited access have been designed to store all marijuana products. These areas have heavy-duty walls with an access card reader controlling access to only authorized employees. Access is limited to only supervisors and managers.

Methods to ensure no underage access is permitted:

Methods to ensure that no person under the age of twenty-one (21) shall have access to marijuana and marijuana products have been instituted by having all visitors, vendors and contractors sign in with the on-site security department. The manager on duty verifies each individual's state identification to ensure they are 21+, signs them into the facility log, retains the identification for the duration of their visit and then provides the visitor with an employee escort.

We have also provided the Gardiner Police and Fire Department with the name and phone number of our Logistics and Security Manager as well as the names and phone numbers of the 2nd and 3rd responsible employees in the security call queue.

FIRE PROTECTION/SUPPRESSION EQUIPMENT

Throughout each WCM facility, fire extinguishers are readily available. Their locations are featured in the emergency evacuation maps. WCM's Fire Prevention Plan (FPP) follows OSHA's recommendation that the decision to use portable fire extinguishers should be spelled out in the EAP. In it WCM permits employees to use the portable fire extinguishers if they feel comfortable doing so. Fire prevention training is conducted annually for all employees at each facility and extensively covers understanding the nature of the fire, how to safely fight a fire, evacuation and reporting protocols in the case of a fire emergency.

In the Gardiner Manufacturing facility is protected by a sprinkler system, and the cooking area is protected by a commercial exhaust hood with an integrated Badger 5QT Wet Chemical fire suppression system.

ODOR CONTROL**Wellness Connection of Maine Operations Overview**

Wellness Connection of Maine has 4 dispensaries, a commercial kitchen, and a cultivation and processing facility. All cultivation is performed at specialized indoor facility in Auburn. Plants are harvested, dried, trimmed, and packaged in high barrier packaging at this facility. Dispensaries receive packaged medicine and do not store, handle, or package any flower or odor producing products that aren't already sealed in barrier (odor proof) packaging. The Manufacturing facility in Gardiner receives marijuana only in extracted (oil) form, in sealed barrier containers.

Activities at 31 Maine Ave. Gardiner

The manufacturing facility in Gardiner produces edibles (chocolate, gummies, candy, potato chips, etc.), tincture, and topicals using commercially available ingredients and extracted cannabis oils. These oils are kept in sealed jars under refrigeration until they are needed for production. The kitchen area is served by an HVAC system with carbon filtration to reduce any odors emitted from production operations. Filters are regularly serviced and changed by a contracted HVAC service provider. This facility has operated since 2016 without any complaints about odors.

No On-Site Consumption

Consumption of cannabis (including smoking or vaping) on site is prohibited by Maine state law, and Wellness Connection of Maine staff are always very clear to explain this to customers and vigilant in enforcing this policy in all of our locations. This policy eliminates the potential for odors from consumption of marijuana products.

PROCESSES AND PRODUCTS

The Gardiner Manufacturing facility has the following production lines:

- Chocolate Bars/Chocolates
- Gummies
- Potato Chips/Savory Snacks
- Hard Candy
- Tinctures
- Capsules
- Topicals/Creams
- Powdered Drink Mixes
- Other products as developed

The following processes/equipment are used in this facility:

- Oven/Baking
- Candy Kettle and burner with overhead exhaust
- Chocolate pump and temperer
- Refrigerator and Freezer
- Blenders and mixers
- Candy depositor
- Molds
- Packaging and labeling equipment
- Dishwasher



**CITY OF GARDINER
FIRE & RESCUE DEPARTMENT**



Chief Richard Sieberg

December 11, 2023

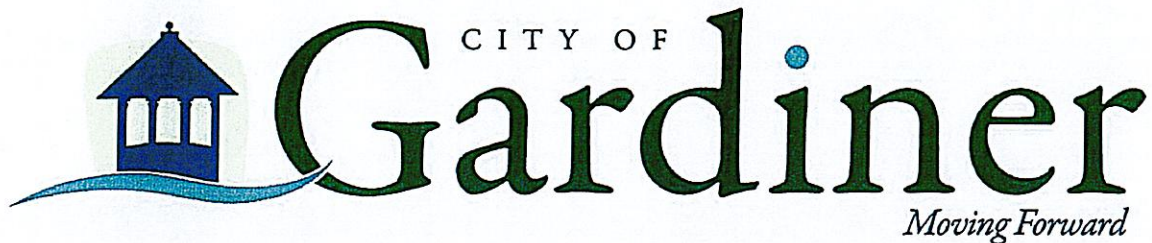
Dear Vicki Denbow,

I have received your renewal application for an Adult Use Marijuana Manufacturing License and Adult Use Retail Store license located at 31 Maine Ave in Gardiner under the name The Wellness Connection. 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 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



Office of Code Enforcement

6 Church Street
Gardiner, Maine 04345

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

December 12, 2023

Wellness Connection License Renewals

This letter is to state that the Code Enforcement Office does not have any issues with the applicant's renewal of their Retail Marijuana License and their Marijuana Products Manufacturing License. If you have any further questions, feel free to contact me at 207-620-4853.

A handwritten signature in black ink, appearing to read "Kris McNeill", with a long, sweeping underline.

Kris McNeill
Code Enforcement Officer
City of Gardiner Maine

Angelia Christopher

From: John Cameron
Sent: Wednesday, December 13, 2023 10:54 AM
To: Angelia Christopher
Subject: Re: Cannabis license Dept Head letters

The Public Works department has no concerns of issues with the wellness connection with their manufacturing and retail licenses

Sent from my iPhone

On Dec 12, 2023, at 8:25 AM, Angelia Christopher <AChristopher@gardinermaine.com> wrote:

Good morning,
I have two cannabis license renewals set to go before City Council next week.
I understand that things are busy right now.
An email with your input will work fine. I will add it to the application.

I also need signatures on both applications by Friday. FD, PD, PW, CEO, Econ Dev, and Andy.
I will leave them both, flagged, on the right side of my desk on my calendar.
Please stop by and sign them when you can.

Wellness Connection is renewing both Manufacturing and Retail licenses.
I need input from
Wastewater
Gardiner Water District
PD
PW
Codes

Marijuanaville is renewing their retail dispensary license.

I need letters/emails from
Wastewater
Gardiner Water District
And Codes

If you have any questions, please let me know.
Happy Tuesday !!!!

Angelia M. Christopher
Planning and Development Assistant
General Assistance Director
6 Church St.
Gardiner Maine, 04345
207-582-6892



CITY OF
Gardiner
Moving Forward

To: City of Gardiner Planning Board

From: Douglas E. Clark, Wastewater Director

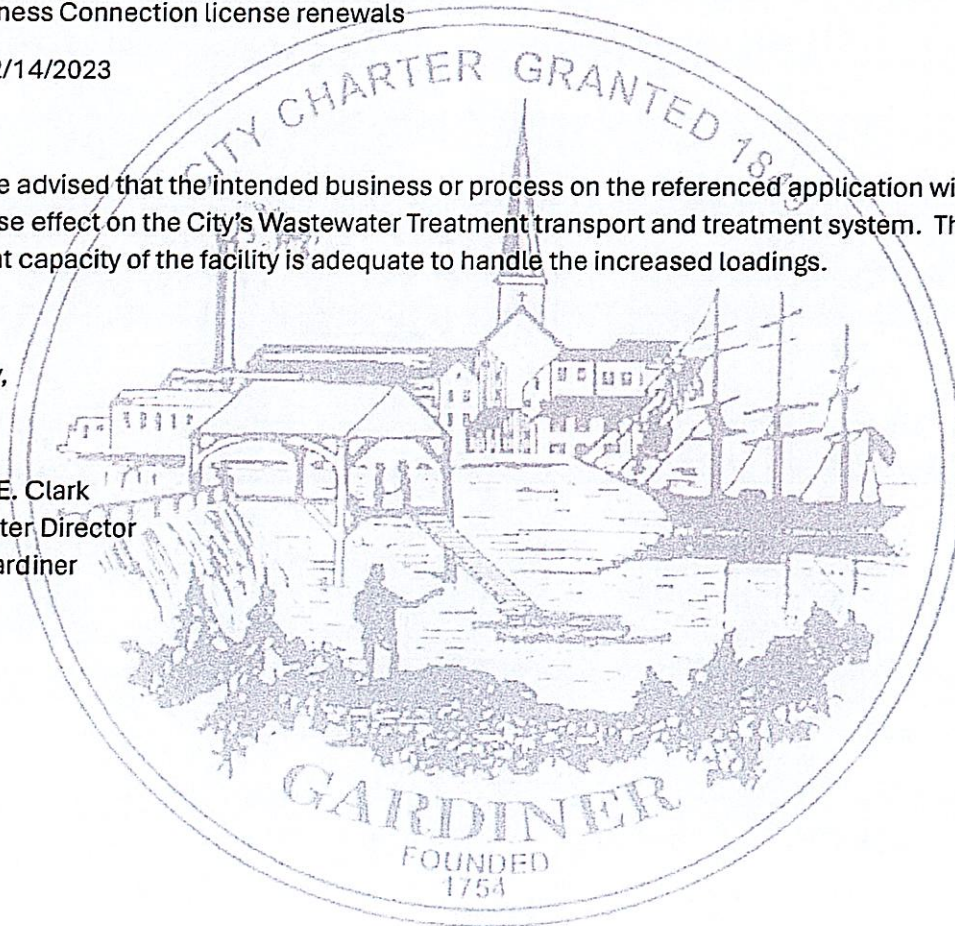
Re: Wellness Connection license renewals

Date: 12/14/2023

Please be advised that the intended business or process on the referenced application will not have an adverse effect on the City's Wastewater Treatment transport and treatment system. The treatment capacity of the facility is adequate to handle the increased loadings.

Sincerely,

Douglas E. Clark
Wastewater Director
City of Gardiner



City of Gardiner

----- R e c e i p t -----

12/14/23 11:46 AM ID: LNR \$706

TYPE----- REF--- AMOUNT

**wellness connection

Marijuana Establish

31 mains

Prod Manuf Faci 2,000.00

Adult Retail St 1,500.00

Total: 3,500.00*

Paid By: valley

Remaining Balance: 0.00

Check: 3,500.00

2122093 3,500.00