



**GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET**



Meeting Date	11/02/2022	Department	Code Enforcement
Agenda Item	4.b License application for a Medical Cannabis Retail store-Marijuanaville		
Est. Cost	N/A		

Background Information	<p>Frank Berenyi - F.Berenyi Enterprises LLC is requesting approval of a Medical Cannabis Retail license for Marijuanaville which will be located at 414 Water. St. Gardiner.</p>
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Requested Action	"I move to approve the Medical Cannabis Retail License application for Marijuanaville.'
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 _____	EFFECTIVE DATE _____
	2 nd Reading _____	Advertised _____ w/in 15 Days	
	Final to Dept _____	Updated Book _____	Online _____

Date Received in Office <u>10/6/20</u>
Received by: <u>M. Snowden</u>
Office Amount Received <u>\$1000</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- medical

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 Frank Bereny, (F. Bereny Enterprises LLC)
Address 15 High St. Brewer Me. 04412
Phone (207) 509-0808
Email fbereny@hotmail.com

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

If yes, Please list and describe: yes Marijuanaville 68 collage Ave.
Waterville Me. 04910 caregiver, Retailer

Do you currently hold a State of Maine Caregiver card or State of Maine conditional marijuana license? yes LGR 25709

*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 414 Water St. Gardiner

Map 34 Lot 86 Zone IT Me. 04345

Property owner's name and address Area Leasing & Development Corporation

Property owner's phone Mark Warren (207) 42 7454 ^{407 Deer Hill Pond Chim Me. 04358}

Property owner's email arealeasing@gmail.com

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

Business Information

Name of business Marijuanaville

Number of employees 3

Hours of operation 7am - 9pm

Brief description of the business retail sales of cannabis, flower, edibles and concentrates

Square feet of retail space 1820 ±

Square feet of indoor/Outdoor plant canopy N/A

Square feet of manufacturing space N/A

Describe any security protocols camera system, Alarm system

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


Are there any hazardous processes or chemicals to be used at the business, if so please describe N/A

Describe any fire protection/suppression equipment N/A

Please describe odor control measures to be used at the site.

odor filters

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


Signature

9-26-2022
Date

For Municipal Use Only

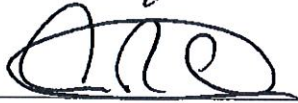
Approvals

Code Enforcement



Date 10/18/22

Economic Development



Date 10/14/22

City Manager



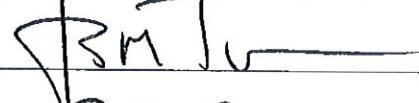
Date 10/14/22

Gardiner Fire Department



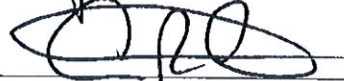
Date 10/18/22

Gardiner Police Department



Date 10/20/22

Public Works



Date 10/14/22

City Council Approval Date: _____



CITY OF
Gardiner
Moving Forward

October 24, 2022

Frank Berenyi
F.Berenyi Enterprises LLC
15 High St
Brewer, ME 04412

Dear Mr. Berenyi,

Based on the information you provided for your City of Gardiner license for a medical marijuana retail store, at 414 Water St. Gardiner, 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,



Andy Carlton
Interim Public Works Director
Phone: 582-4200



**CITY OF GARDINER
FIRE & RESCUE DEPARTMENT**



Chief Richard Sieberg

September 30, 2020

Dear Mr. Frank Berenyi,

I have received your application to establish a business at 414 Water Street in Gardiner under the name MarijuanaVille. 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,

A handwritten signature in black ink, appearing to read "R Sieberg".

Richard Sieberg
Gardiner Fire Department
Fire Chief



CITY OF
Gardiner
Moving Forward

September 28, 2022

City Council Members
City of Gardiner
6 Church Street
Gardiner, ME 04345

Dear City Council Members,

RE: Frank Berenyi

Based on the information provided from Frank Berenyi in regards to opening a cannabis medical dispensary at 414 Water St (formally Sugar Bud), the Wastewater Treatment Plant does not have any concerns as this will not impact the city sewer system.

Best regards,



Douglas E. Clark
Wastewater Director
City of Gardiner, Maine





GARDINER WATER DISTRICT

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

September 26, 2022

Frank Berenyi
414 Water St
Gardiner Me. 04345

Dear Mr. Berenyi,

In regards to your proposed medical marijuana dispensary to be located at 44 Water St in Gardiner. This operation will have no negative impact on the operations of the Gardiner Water District. Please feel free to contact me if you need anything further.

Sincerely,

Paul Gray

Superintendent

Gardiner Water District



GARDINER POLICE DEPARTMENT



Chief James M. Toman

October 6, 2022

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

Mr. Frank Berenyi
414 Water St
Gardiner, Maine 04345

Cannabis Retail Shop

Per review criteria 5.1.8, I have discussed the anticipated safety and security measures that will be in place with the applicant, Mr. Frank Berenyi. Because of these email discussions, 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



Office of Code Enforcement

6 Church Street
Gardiner, Maine 04345

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

October 14, 2022

Marijuanaville Retail Marijuana License

This letter is to state that the Code Enforcement Office does not have any issues with the application for a Marijuana Retail License at 408 Water Street. If you have any further questions, feel free to contact me at 207-620-4853.

Kris McNeill
Code Enforcement Officer
City of Gardiner Maine

LEASE

THIS LEASE is made and entered into this 19th day of September, 2022 by and between AREA LEASING & DEVELOPMENT CORPORATION, with a principal place of business located at 407 Deer Hill Road, China, Maine 04358 (Landlord), and Frank Berenyi with a principal place of business located at 15 High Street, Brewer, Maine 04412 (Tenant).

WITNESSETH

1. LEASED PREMISES. Landlord does hereby lease, demise, and let unto Tenant and Tenant does hereby lease, hire, and take from Landlord 1820 +/- square feet of retail space located at 414 Water Street, Gardiner, Maine. (The Leased Premises).
2. TERM. The term of this lease shall be three years beginning on the 1st day of the month of October, 2022 and end on September 30, 2025.
3. Tenant upon signing this lease will pay an amount of \$2,000.00 for first month's rent and security deposit. { \$2,000.00 dollars each }
4. MINIMUM FIXED ANNUAL RENT. For the first year, Tenant shall pay the landlord fixed annual rent of \$20,000.00 payable in twelve equal monthly installments of \$1,666.67 in advance on the first day of each month, at such place as the Landlord may from time to time designate in writing. For the present, Landlord designates its office at 407 Deer Hill Road, China, Maine 04358, as the place for making payment of rent. Rent shall increase 3% annually.
5. RENEWAL. Tenant shall have Two (2), 3 year renewal options, by written notice of intention to the landlord not more than 9 months nor less than 3 months prior to the expiration of this lease. All of the terms and conditions of this lease shall continue in full force and effect during the renewal term except that any further options to extend must be mutually acceptable to both parties.
6. 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.



7. **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.

8. **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 replacing fluorescent lights. Tenant shall have the obligation to maintain the demised premises in clean condition and notify the Landlord immediately in the case of damage or necessary maintenance.

B. Landlord shall be responsible for the structure of the building including doors and windows; 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.

9. **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.

10. **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.

11. **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.

12. 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.

13. RESTRICTIONS OF USE. Tenant shall use the Leased Premises only for its business, which shall be a marijuana dispensary and associated products. 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. Manufacturing, growing, or smoking onsite is strictly prohibited. Tenant shall be responsible for odor control, as not infringe on other tenants.

14. UTILITIES AND OTHER SERVICES AND COSTS. Tenant shall be responsible and pay for its own interior electric, phone, internet, and natural gas for heating, water, sewer and interior maintenance. Landlord shall be responsible for providing exterior maintenance, trash removal, 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. Landlord pays the building insurance and property taxes.

**Tenant shall pay for special pick up of and disposal bulky waste, i.e. pallets, and furniture, the dumpster is only for office/retail trash generated onsite. No trash is to be brought in from outside sources.

15. 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 except where such loss, damage or injury arises from the negligent act or omission or willful misconduct of the Landlord.

16. 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.

A handwritten signature or set of initials, possibly "M.D.", written in black ink in the bottom right corner of the page.

(1,000,000.00) 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. **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 an 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.

23. **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.

24. **TIME.** Time is of the essence with respect to performance by Tenant of its obligations under this Lease.

25. **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.

26. **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.

A handwritten signature or set of initials, possibly "MWA", written in black ink in the bottom right corner of the page.

27. NOTICES. Any notice under this Lease shall be delivered to or mailed by registered mail to an address designated by each party in writing from time to time. For the present, each party designates the following as its address for all notices:

Landlord: Area Leasing & Development
407 Deer Hill Road
China, Maine 04358

Tenant: Frank Berenyi
68 College Avenue
Waterville, Maine 04910

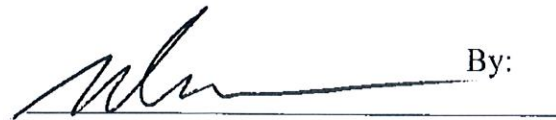
28. OTHER PROVISIONS. This Lease replaces and revokes any prior agreements of the parties relating to the Leased Premises. All prior understandings, terms, or conditions are merged in this Lease.

29. Tenant will provide at their own expense: Phone and internet wiring, data jacks, and all other fit-up.

30. Landlord shall provide the following improvements at their own expense: None

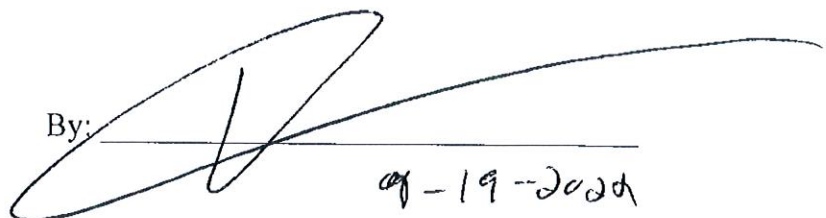
LANDLORD:

AREA LEASING & DEVELOPMENT CORP.


By: _____
It's President

TENANT:

Frank Berenyi

By: 
09-19-2004

Public Notice

**City of Gardiner
Public Hearing
Notice:**

City of Gardiner will hold the following Public Hearing on November 2, 2022 at 6pm at Gardiner City Hall (6 Church Street) to consider the approval of a Victualers License Application for Marjuaanville, a medical cannabis retail shop at 414 Water St. Gardiner in the IT Zone. Public Hearing -Wednesday November 2, 2022 to consider the approval of a license renewal for a medical Cannabis cultivation facility for Peter Fowler-Headspace Medical, at City Tax Map 019 Lot 002V, 25 ABJ Dr, Gardiner, ME in the PD zone. Public Hearing -Wednesday November 2, 2022 to consider the approval of a license renewal for a Cannabis testing facility for MCR Labs, at City Tax Map 007 Lot 018A-013 at 11 Technology Dr, Gardiner, ME in the PIC zone. Public Hearing -Wednesday November 2, 2022 to consider the approval of a license application for a medical Cannabis retail store, at City Tax Map 034 Lot 086 , at 414 Water St. Gardiner, ME in the IT zone.

City Council meetings begin at 6pm in the City Council room. Written comments may be submitted to the City Manager at 6 Church St, Gardiner, ME 04345 via phone at 207-582-4200 during regular office hours, or via emails: acarlton@gardinermaine.com. Copies of applications are available at the City Clerk's office.

City of Gardiner
----- Receipt -----

*** REPRINT ***

10/06/22 1:22 PM ID:MLS #4842-1

TYPE----- REF--- AMOUNT

DBA/SPECIAL EVENT 414 WATER

DOINGBUSINESS 10.00

Victualer/Food Tr

Vic Lic-Annual 50.00

Marijuana Establi

Med Dispensary 1,000.00

Total: 1,060.00*

Paid By: MARIJUANAVILLE

Remaining Balance: 0.00

Cash : 1,060.00