



GARDINER CITY COUNCIL
AGENDA ITEM INFORMATION SHEET



Meeting Date	01/03/2024	Department	City Clerk
Agenda Item	4p. Cannabis Retail License renewal for Marijuanaville		
Est. Cost	N/A		

Background Information	Please see the attached documentation.
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Requested Action	'I move to approve the Cannabis Retail license renewal for Marijuanaville. '
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>1000</u>
Approved	Denied

Cannabis Business
License Application

- New Application
 Renewal Application

Type of Business

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

Medical Cannabis 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 BERENYI (F. BERENYI ENTERPRISES)

Address 68 COLLEGE AVE WATERVILLE, ME 04901

Phone 207-509-0868

Email fberenyi@hotmail.com

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

If yes, Please list and describe: Waterville

Do you currently hold a State of Maine Caregiver card or State of Maine conditional Cannabis license? YES

*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 Cannabis business 414 Water St.

Map 034 Lot 086 Zone IT

Property owner's name and address MARK WARREN 407 Deerhill Rd. China ME 04938

Property owner's phone 207-242-7454

Property owner's email area/casing@gmail.com

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

Business Information

Name of business Marijuanaville

Number of employees _____

Hours of operation 7A-9p

Brief description of the business Medical Marijuana

Square feet of retail space ± 1200

Square feet of indoor/Outdoor plant canopy NO

Square feet of manufacturing space 0

Describe any security protocols? Employees on at all times Security Cameras, Security/Alarms linked to fire and police. 2 panic Buttons

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 Fire Exits, Extinguishers

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

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

(W)
Signature

11/30/23
Date

For Municipal Use Only

Approvals

Code Enforcement	<u>[Signature]</u>	Date <u>12-12-23</u>
Economic Development	<u>[Signature]</u>	Date <u>12/13/23</u>
City Manager	<u>[Signature]</u>	Date <u>12/14/23</u>
Gardiner Fire Department	<u>[Signature]</u>	Date <u>12-12-23</u>
Gardiner Police Department	<u>[Signature]</u>	Date <u>12/14/23</u>
Public Works	<u>[Signature]</u>	Date <u>12/14/23</u>

City Council Approval Date: _____



**CITY OF GARDINER
FIRE & RESCUE DEPARTMENT**



Chief Richard Sieberg

December 4, 2023

Dear Mr. Frank Berenyi,

I have received your request to renew your business license at 414 Water Street in Gardiner under the name Marijuanaville. Your business has operated safely and without incident over the previous year, I feel comfortable that your business will not create a significant impact on the Fire Department. As such I do not see any reason your business cannot be relicensed.

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

Johns Medical Dno

Date Recd 12/30/2023

11/20/2023

12/30/2023

12/30/2023



OFFICE OF CANNABIS POLICY
Maine Medical Use Of Cannabis Program

Registry Identification Card

ID #: RIC18038

FRANK G. BE

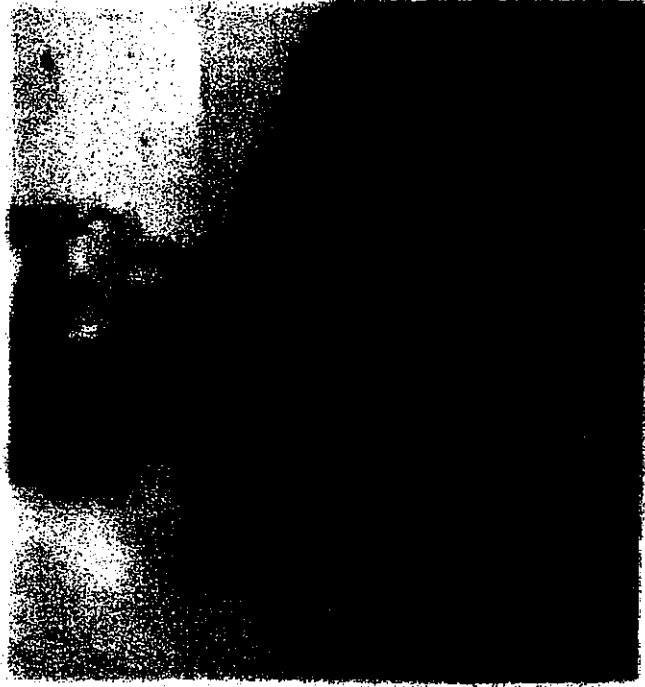
DOB: [REDACTED]

Date: [REDACTED]

Expiration Date: 12/31/2024

This card is provided to the cardholder in accordance with the rules and regulations of the Maine Medical Use of Cannabis Program. The cardholder is authorized to use the card to purchase cannabis products from a licensed dispensary.

Registered caregiver or dispensary.

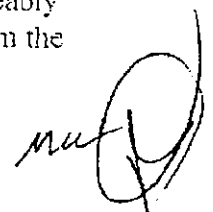


LEASE

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 \$2,800.00 for first month's rent and security deposit. {\$1400 dollars each}
4. MINIMUM FIXED ANNUAL RENT. For the first year, Tenant shall pay the landlord fixed annual rent of \$16,800.00 payable in twelve equal monthly installments of \$1,400.00 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.



(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.



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

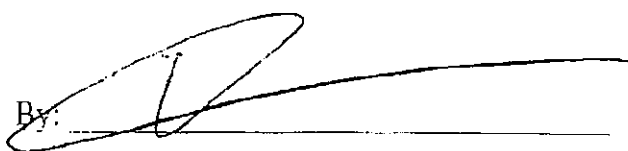
LANDLORD:

AREA LEASING & DEVELOPMENT CORP.


By: _____
It's President

TENANT:

Frank Berenyi

By: 

9-19-2022



CEO Kris McNeill
Gardiner Code Enforcement

December 6, 2023

Mr. Frank Berenyi
DBA – Marijuanaville
414 Water Street
Gardiner, Maine 04345

Based upon information previously provided and based upon information now known, this business appears to continue to have appropriate operational, safety and security measures in place to continue to operate in the City of Gardiner. With the appropriate systems in place, it is my belief that the Gardiner Police Department will continue to have the ability to respond safely and effectively to any calls for service that may occur at this business. This business may result in an occasional call for police services; however, it is unlikely that the occasional call will have any true impact on the overall services that the Gardiner Police Department delivers.

Sincerely,

A handwritten signature in black ink, appearing to read "Chief T. Pilsbury", written over a horizontal line.

Chief Todd H. Pilsbury
Gardiner Police Department
City of Gardiner

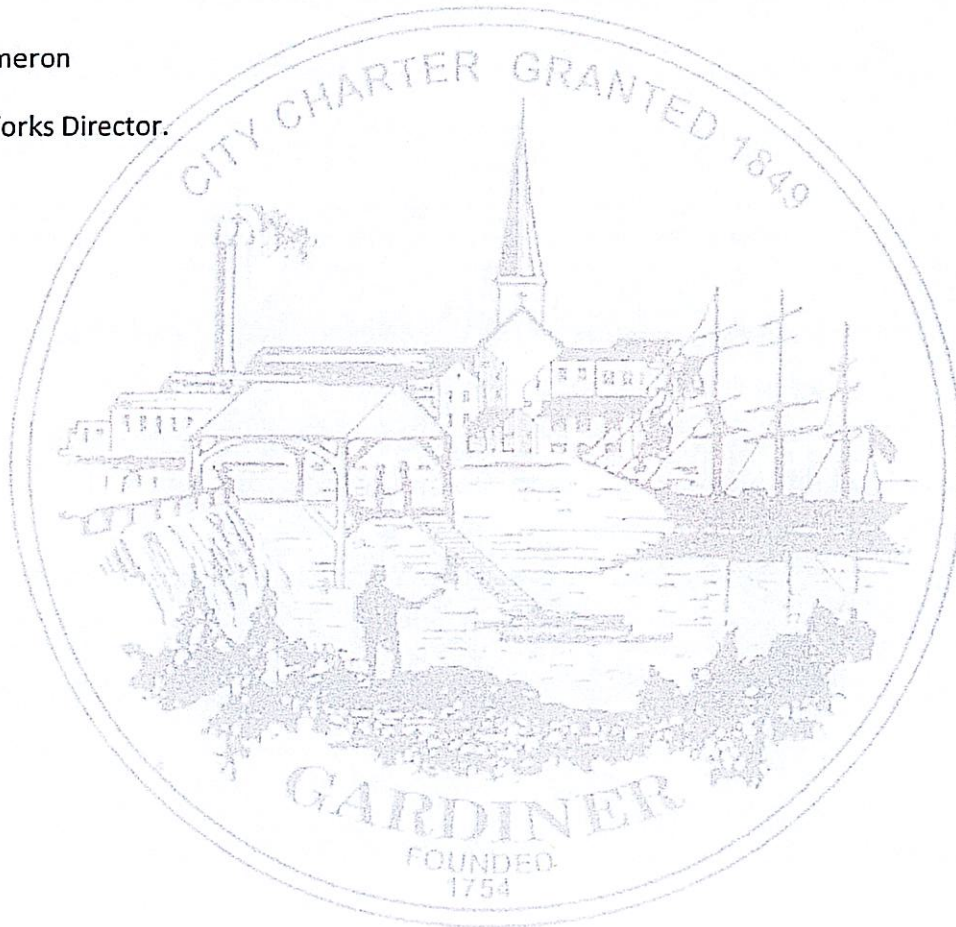


CITY OF
Gardiner
Moving Forward

This letter is for Frank Berenyi for the renewal of his dispensary marijuanaville at 414 water St. This business will not negatively impact any of the public work services or the surrounding areas.

John Cameron

Public Works Director.



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



Office of Code Enforcement

6 Church Street
Gardiner, Maine 04345

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

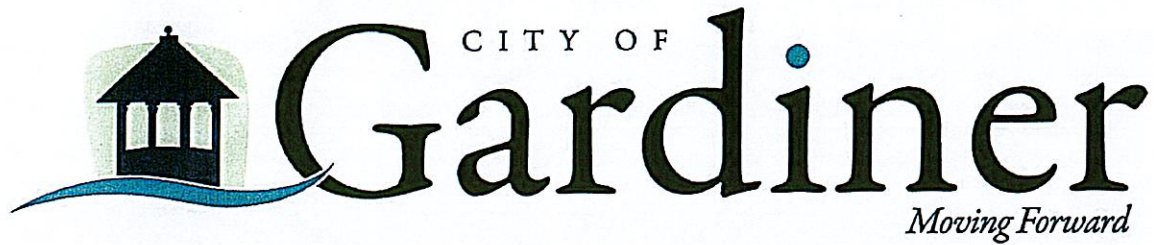
December 12, 2023

Marijuanaville Retail Marijuana License Renewal

This letter is to state that the Code Enforcement Office does not have any issues with the renewal of the a Marijuana Retail License at 408 Water Street. 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 horizontal flourish extending to the right.

Kris McNeill
Code Enforcement Officer
City of Gardiner Maine



To: City of Gardiner Planning Board

From: Douglas E. Clark, Wastewater Director

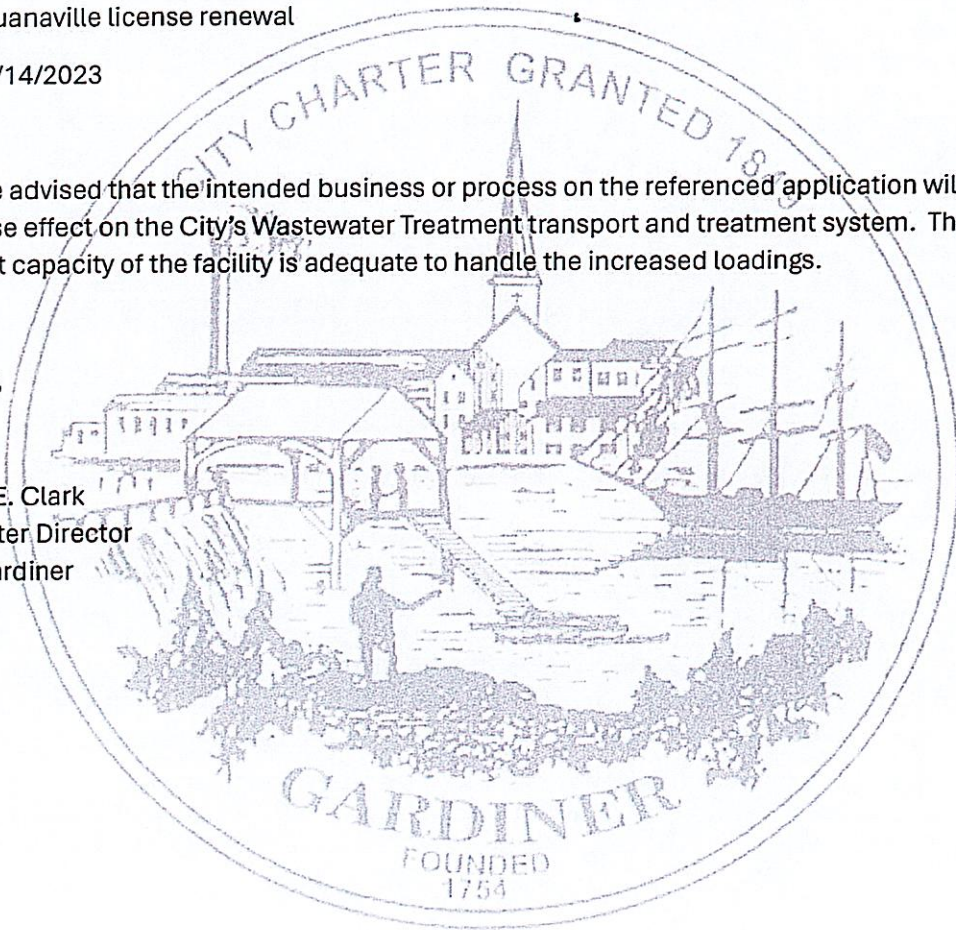
Re: Marijuanaville license renewal

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 -----

12/01/23 10:55 AM ID:KJH #6461

TYPE----- REF--- AMOUNT

Marijuana Establish

Med Dispensary 1,000.00

Total: 1,000.00*

Paid By: Marijuanaville

Remaining Balance: 0.00

Cash: 1,000.00