Received

## **Planning Board Review Packet**

#### **Eric McMaster**

# A proposal to open a Manufacturing-Commercial Kitchen for Adult Use Cannabis

## 15 Lions Way Gardiner, Maine 04345

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## City of Gardiner Planning Board Review Application

Er	ic McMaster/Manufacturin	ng		30,000
Project Name:	06/01/2021		Project Cost:	\$125
	06/01/2021 ion: Receiv			
	en description of the proposed			and federal permits
required for the l	project. place a 14' x 30' wood pre	fab building at 15	Lions Way.	
	intended to be a commerc			
	<del>Marijuana Policy will be re</del>			
Anticipated begin	nning/completion dates of const	06/01/2021 truction:	/12/01/2	021
1. General Info	rmation: (6.3.2)			
Name of Propert	y Owner:			
Phone/Fax No:	207-242-0030			
THORIOT GATEO.				
Applicant/Agent	Name Eric McMaster			
Address:	15 Lions Way Gardir 207-215-7516	ner, Maine 043454		
Phone/Fax No _	207-215-7516			
Design Profession	onal(s)/Contractor(s): □ Surve	yor a Engineer	a Architect	□ Contractor
Name:	New England Rent to O	wn		
Address:		Maine	-	
	WINT.			
Name:				
Phone/Fax No _			<del></del>	
Name:				
Address:			····	
Phone/Fax No _				
Signature:	1		Date:	6/1/21

2. <u>Property Information:</u>	(6.3.2) 5 Lions Way		29	1A
* Property Location:		City Tax Map(s)		Rt(s)
* Property Location:	2 0201	The second secon	IVIC	) V
* Deed Ref: Book	Page	_ Zoning District(s): _	- "	L - I Tay Man
* Copy of the tax map showing the property and surrounding location. See attached Tax Map				
* Verification of the applicant's right, title, and interest in the property. See attached Lease				

#### 3. Development Information: (6.3.2.7)

One or more site maps drawn to scale showing the following:

- a.) The existing conditions on the property including: (6.3.2.7.1)
  - 1. The property boundaries; Shown on the existing conditions map.
  - The zoning district and zoning district boundaries if the property is located in more than one zone; Entire property is in the MUV district.
  - 3. The location of required setbacks, buffers and other restrictions: Shown on the existing conditions map.
  - The location of any easements or rights-of-way;

There are no easements or right of ways on the properties.

- 5. The locations of existing structures and other existing improvements on the property including a description of the current use of the property. Shown on existing conditions map.
- The locations of existing utilities on and adjacent to the property including sewers, water mains, stormwater facilities, gas mains, and electric and other telecommunication facilities; Shown on the existing conditions map.
- 7. The location of the nearest source of a fire protection water supply (hydrant, fire pond, etc.) Shown on the existing conditions map.
- 8. The general topography of the property indicating the general slope of the land and drainage patterns. The CEO and/or Planning Board may require a topographic survey of all or a portion of the property for projects involving the construction of new or expanded structures or site modifications.

  See attached TOPO map.
- The location, type and extent of any natural resources on the property including wetlands, vernal pools, floodplains, waterbodies, significant wildlife habitats, rare or endangered plants or animals, or similar resources; and
   There are no known natural resources on the property.
- The location and type of any identified historic or archeological resource on the property.
   There are no known historic or archeological resources on the property.
- b.) The proposed development activity for which approval is requested including: (6.3.2.7.2)
  - The estimated demand for water supply and sewage disposal together with the proposed location and provisions for water supply and wastewater disposal including evidence of soil suitability if on-site sewage disposal is proposed. The kitchen will have a three bay sink and a hand wash sink. It will be connected to city water and city sewage.
  - The direction of proposed surface water drainage across the site and from the site together with the proposed location of all stormwater facilities and evidence of their adequacy; Shown on proposed map. Letter from Public Works addresses adequacy.
  - The location, dimensions, and ground floor elevations of all proposed buildings and structures including expansions or modifications to existing buildings that change the footprint of the building; Shown on the proposed map plan.



- 4. The location, dimensions and materials to be used in the construction of drives, parking areas, sidewalks and similar facilities; Shown on the proposed plan.
- 5. The proposed flow of vehicular and pedestrian traffic into and through the property;
- The location and details for any signs proposed to be install or altered; There will not be any new signage installed at the property.
- 7. The location and details for any exterior lighting proposed to be installed or altered; Shown on the lighting plan
- 8. Provisions for landscaping and buffering; and There will be no new landscaping done.
- Any other information necessary to demonstrate compliance with the review criteria or other standards of the Land Use Ordinance. There are no other concerns.
- c.) Evidence that the applicant has or can obtain all required permits necessary for the proposal. (6.3.2.8)

#### Additional Information Required: (6.3.3)

Building and structure drawings showing the footprint, height, front, side and rear profiles and all design features necessary to show compliance with this Ordinance. See attached floor plan and elevations plan.

An estimate of the peak hour and average daily traffic to be generated by the project and evidence that the additional traffic can be safely accommodated on the adjacent streets; Estimated peak hours are 8-5 mon-fri. This is non retail and will have low foot traffic.

An erosion and sedimentation control plan; and

Typical erosion control methods will be followed during construction.

A stormwater management plan demonstrating how any increased runoff from the site will be handled if the project requires a stormwater permit from the Maine Department of Environmental Protection or if the Planning Board determines that such information is necessary based on the scale of the project and the existing conditions in the vicinity of the project. (6.3.3.4)

Impervious surface will remain the same as pre-construction. No DEP permit is required.

#### Survey Requirements (6.3.5)

The Code Enforcement Officer or the Planning Board may require the applicant to submit a survey of the perimeter of the tract, giving complete descriptive data by bearing and distances, made and certified by a Registered Land Surveyor. The survey may be required for the construction of new structures or any construction proposed on a undeveloped parcel or tract of land, whenever the Code Enforcement Officer or the Planning Board finds that a survey is necessary to show compliance with the requirements of this Ordinance due to the size of the lot, location of the lot or the placement of existing or proposed structures on the lot or neighboring properties.

on the lot or neighboring properties.

This is an existing lot, in town and has been shown on many surveys. The deed

Additional Studies (6.3.6) description accurately describes lot and no property lines are in question

The Code Enforcement Officer or the Planning Board may require the applicant to perform additional studies or may hire a consultant to review the application or portions thereof. The cost to perform

I understand and acknowledge new or additional studies may be needed.

additional studies or hire a consultant shall be borne by the applicant.



An applicant shall demonstrate that the proposed use or uses meet the review criteria listed below for the type of application. The Code Enforcement Officer and/or the Planning Board shall approve an application unless one or the other of them makes a written finding that one or more of the following criteria have not been met.
The Application is complete and the review fee has been paid appropriate fee of \$175 has been
paid.
6.5.1.2 The proposal conforms to all the applicable provisions of this Ordinance.
I've reviewed the ordinance and feel the project conforms to all provisions in the ordinance.
6.5.1.3 The proposed activity will not result in water pollution, erosion or sedimentation to water bodies.
Measures will be taken to ensure that no erosion or sedimentation will take place during construction.
All liquid waste will enter the public sewer system and will consist of typical household effluent. The letter from Doug Clark, the waste water Director agrees there will not be any issues  6.5.1.5 The proposal will not have an adverse impact upon wildlife habitat, unique natural areas, shoreline access or visual quality, scenic areas and archeological and historic resources.  This project will bot have an adverse impact upon wildlife habitat, unique natural areas, shoreline access or visual quality, scenic areas and archeological and historic resources.  6.5.1.6 The proposal will not have an adverse impact upon waterbodies and wetlands.  There are no waterbodies or wetlands on or adjacent to the property.
6.5.1.7 The proposal will provide for adequate storm water management.  The property has not had a storm water issue. The project will not alter storm water run off nor will is increase the amount of impervious surface on the site. All storm water is currently channeled into the public storm water system.  6.5.1.8 The proposal will conform to all applicable Shoreland Zoning requirements.
This property is not in the shoreline zone.

4. Review Criteria (6.5.1)

6.5.1.9 The proposal will conform to all applicable Floodplain Management requirements.  This property is not in the flood zone.
6.5.1.10 The proposal will have sufficient water available to meet the needs of the development.  This project will use less water than a typical single family home. Attached letter from Paul Greconfirms water supply will not be an issue.
6.5.1.11 The proposal will not adversely affect groundwater quality or quantity.
This manufacturing/commercial kitchen will not impact/affect ground water quality.
6.5.1.12 The proposal will provide for safe and adequate vehicle and pedestrian circulation in the development.  We feel there will safe and adequate access. The parking lot can easily accommodate
the parking needed for employees and potential commercial customers. Spaces would be locate by the front door for easy access.
<b>6.5.1.13</b> The proposal will not result in a reduction of the quality of any municipal service due to an inability to serve the needs of the development.
The proposal will not result in reduction of municipal services. Attached are letters from Fire Chief Police Chief, Waste Water, Public Works Director, and Water district addressing these concerns.
6.5.1.14 The applicant has the adequate financial and technical capacity to meet the provisions of this Ordinance.
Attached is a letter from my bank stating that I have the financial capacity to take on this project.

#### 6. Waivers (6.3.1)

Waiver of Submission Requirements  The CEO or Planning Board may, for good cause shown and only upon the written request of a applicant specifically stating the reasons therefor, waive any of the application requirements set forth a Sections 6.3.2, 6.3.3 and 6.3.4 provided such waiver will not unduly restrict the review process. The CEO or Planning Board may condition such a waiver on the applicant's compliance with alternative requirements. Good cause may include the CEO or Planning Board's finding that particular submission are inapplicable, unnecessary, or inappropriate for a complete review. Notwithstanding the waiver of submission requirement, the CEO or Planning Board may, at any later point in the review process rescind such waiver if it appears that the submission previously waived is necessary for an adequate review. A request for a submission previously waived shall not affect the pending status of an application
I was unable to locate a public utilities map for in town use.



## City of Gardiner Receipt ----

\*\*\* REPRINT \*\*\*

06/07/21 1:15 PM ID:EMT #15440-1

TYPE---- REF--- AMOUNT

CEO - 1 15 LIONS W

PB - REVIEW

125.00

Total: 125.00\* Paid By: Tru Blooms

\*\*\* REPRINT \*\*\*

Check : 125.00

1566 -

125.00



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

1. PARTIES

<u>Capital Area Properties</u> with a mailing address of <u>P.O. Box 573 Gardiner ME 04345</u> ("LANDLORD"), hereby leases to <u>Eric McMaster</u>, with a mailing address of <u>498 Main Ave Farmingdale ME 04344</u> ("TENANT"), and the <u>TENANT</u> 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.

TERM

The term of this lease shall be for two years, unless sooner terminated as herein provided, commencing on October 19th; 2019 and ending on October 20th, 2021.

4. RENT

The TENANT shall pay to the LANDLORD the following base rent:

Lease Year(s)

Annual Base Rent

Monthly Rent

Entire Term

r NNN

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.

RENEWAL OPTION Option to renew after two years. At the end of this two-year agreement TENNANT has the option to purchase the property with 27% of the purchase of the property.

SECURITY DEPOSIT

Security Deposit. On execution of this Lease, Tenant shall deliver to Landlord cash in the amount of one T'-e Security Deposit shall be held by Landlord as security for the performance by month's rent / 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 <u>One Hundred</u> percent (<u>100</u>%) 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

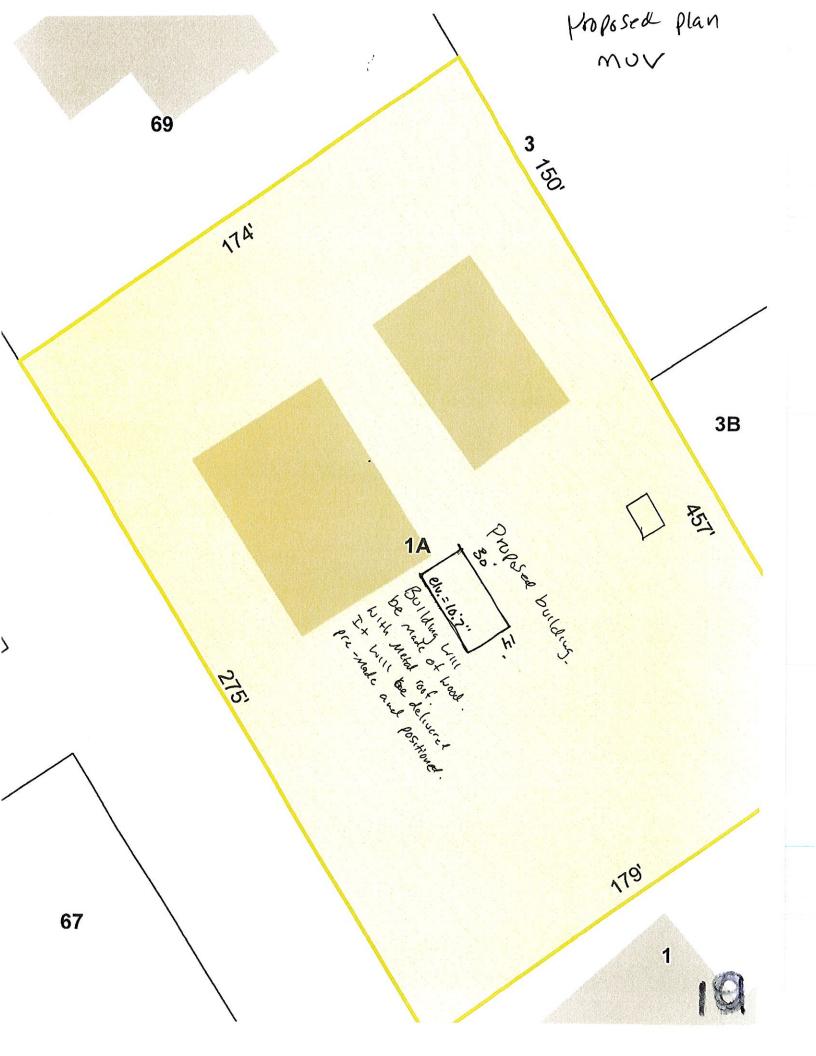
Except as specifically provided in this Lease, Landlord shall not be required to furnish any services, facilities or utilities to the Premises or to Tenant, and Tenant assumes full responsibility for obtaining and paying for all services, facilities and utilities to the Premises.

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.



EXISTING CONDUMENS MUV Side Sex beek 751 69 3 150 174 KANEL AND Medical Convadis fear sex back. enter paperty live is barbeduite & tore under grown the ERLIGHTINS **3B** Medica COMY O DIE Collination ER LIGHTINS 1A total Morester / Son EDLOWHAY entronus. 275: Kack Lives Dux Dung Acod Som sex park 25 Suesellane 25'179 67 1





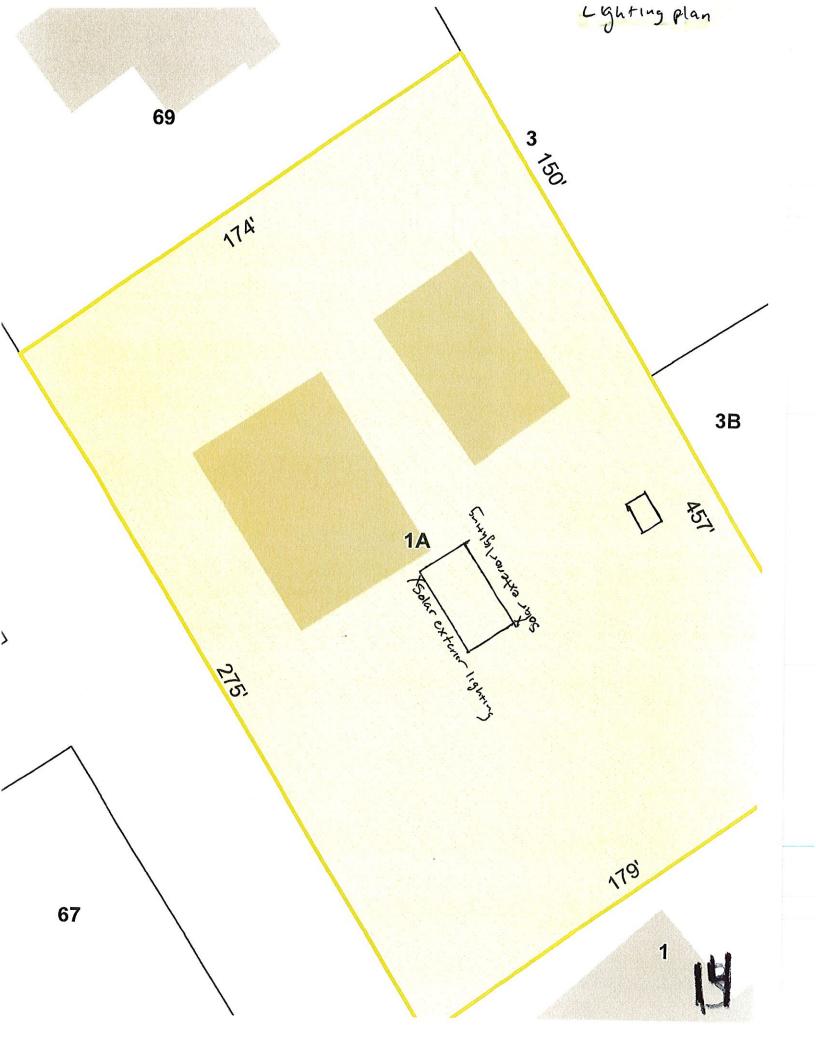


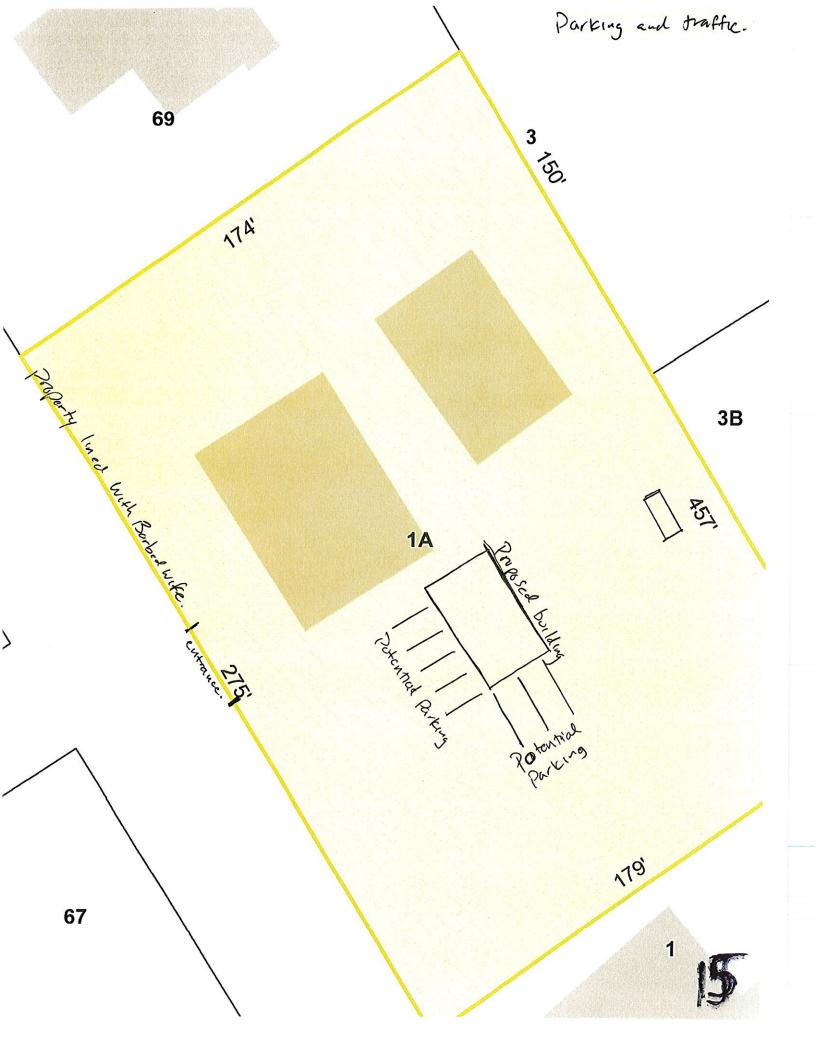
Map data @2021 , Map data @2021 20 ft









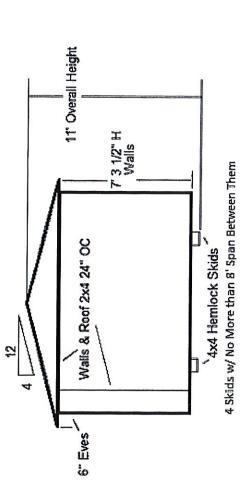


Building Specs of Elevation Adn.

 2x6 Roof Trusses 24" On Center - 2x6 Studs 24" On Center

1x10 T&G Pine Siding
 Weather Bracing (in framed walls)
 4x4 Hemlock Skids/Base

-3/4" Advantech Sub Floor In Tack Room





https://mail.google.com/mail/u/1/?ogbl#inbox/FMfcgzGkXScXnwHzGTxBzsBzBxKkMMJH?projector=1&messagePartId=0.1









# exterior security solar lighting

000



Security Lights Solar Solar Lights Outdoor [42 LED/3 Working Mode], SEZAC Solar

















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\$36.05

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eBay

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Typical prices across the web



## GARDINER POLICE DEPARTMENT



May 26, 2021

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 previous site visit, this business appears to have appropriate operational and safety and security measures in place to operate for *adult use* 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 FIRE & RESCUE DEPARTMENT



Fire Chief Richard Sieberg

May 25, 2021

Dear Eric McMaster,

I have received your request for a letter from the Fire Department regarding your existing business at 15 Lions Way. It is my understanding you would like to add a small premade building to be used as an adult use manufacturing kitchen.

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.

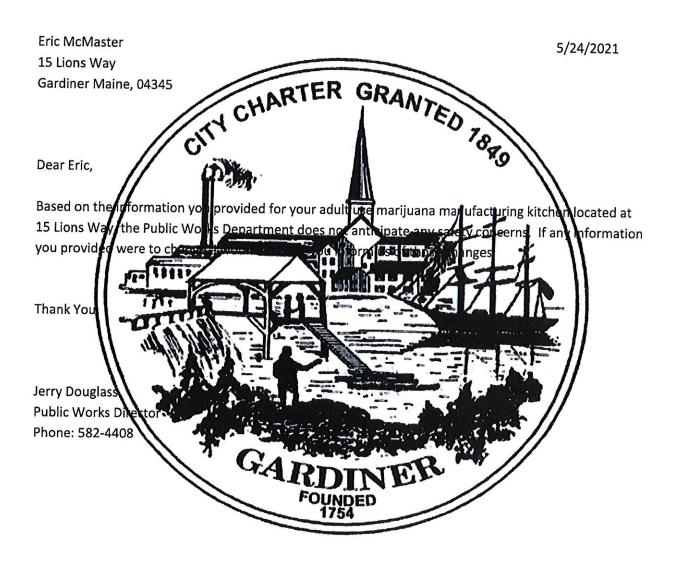
Sincerely,

Richard Sieberg

Gardiner Fire Department

Fire Chief







# GARDINER WATER DISTRICT

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

May 21, 2021

Eric McMaster 15 Lions Way Gardiner Me. 04345

Dear Eric,

The Gardiner Water District has the capacity to serve your proposed Adult Use Cannabis Manufacturing Kitchen that will be located at 15 Lions Way in Gardiner. This business will have no negative impact on operations of the Gardiner Water District.

Sincerely

Paul Gray Supt. GWD



June 1, 2021

Planning Board
City of Gardiner
6 Church Street
Gardiner, ME 04345

Dear Gardiner Planning Board,

Please be advised that the proposed kitchen addition at the Grow Facility operated by Eric McMaster at the former Gardiner Armory building will not put any adverse effects on the City of Gardiner Wastewater transport and treatment system. There is a currently a small sewerage pumping station on the side of the rear building which will collect this flow and pump it through a force main line across the property relieving into a gravity manhole by the front building but this system is well outside of any public right of ways and therefore is the responsibility of Mr. McMaster to operate and maintain, not the City of Gardiner. When I inspected the property this past Wednesday I met with one of his workers and he advised me that they had test run the pump and it is operational. If you have any questions please contact me.

Thank you,

Douglas E. Clark Gardiner WWTF



June 2, 2021

Tru Blooms Wellness LLC 498 Maine AVE Farmingdale, ME 04344

To Whom It May Concern:

Please accept this letter as proof that Eric McMaster's business accounts under Tru Blooms Wellness LLC are in good-standing with cPort CU, opened 7/5/2018. This business account has the financial capacity to accommodate a project.

If you have any questions or would like any additional information, please feel free to contact us at 207-200-2300 or agoupee@cportcu.org.

Sincerely,

Alyssa Goupee

Branch Assist.

cPort CU

285 Forest Ave

Portland, ME 04101

PH: 207-200-2300

cPORT CREDIT UNION #6

JUN 02 2021

FOREST AVENUE