

## **Town of Bowdoinham**

13 School St • Bowdoinham, ME 04008 Phone 666-5531 • Fax 666-5532 www.bowdoinham.com

License File #	
For Office Use Only	

#### **APPLICATION FOR MARIJUANA BUSINESS LICENSE**

	<b>⊠</b> .new	☐ RENEWAL
	□ EXISTING	G FACILTY/CAREGIVER
Type of License		# <b>*</b>
	Marijuana Cultivation Facility	☐ Marijuana Manufacturing Facility
es if	☐ Marijuana Establishment	☐ Medical Marijuana Registered Caregiver
	☐ Marijuana Store	☐ Caregiver Retail Store
	☐ Marijuana Testing Facility	☐ Registered Dispensary
Planner: Tier II Pe Tier III P Business Inforn	ermit – five hundred (\$500) dollars ermit – one thousand (\$1,000) doll	
Name of Busine		• • • • • • • • • • • • • • • • • • •
Name of Corpo	ration /LLC (if different):	AME
Business Mailin	g: 728 MAIN	ST, RICHMOND, ME 04357
Business Teleph	one: 207 - 776 -	8908
Owner's Name:	BRAD MOLL	
Owner Mailing	Address: 728 MAIN	ST, RICHMOND, ME 04357
Owner Telepho	2.0 00/ -	•
Owner's Legal R	desidence: 267 HILLS	IDE ST. YARMOUTH, ME,04096

Agent/Applicant Information:
Name: $\mathcal{N}$
Mailing:
Address:
Telephone:
Contractor Agent - Certification:
Property Owner Information:  Name: Sou Thworth I NULSTMENTS, LLC  Mailing Address: 267 HILLS TOC ST. YARMOUTH, ME 04096  Telephone: 207 - 775 - 8908
Property Information:  Map/Lot Number:  R 06 LOT 40 B  Property Address:  239 CARDING MACHINE ROAD
Water Service: ☐ Public ☐ Private Road Ownership: ☐ State ☐ Town ☐ Private
Property Entrance/Driveway: ♥□Existing □ New
Floodplain: ☑No ☐ Yes Shoreland Zoning: ☑No ☐ Yes District:
Land Use District:   Residential/Agricultural □ Village   □ Villa
Applicant Questionnaire:
1. Has the applicant been denied an application for a marijuana business license by another jurisdiction?  Yes (if yes, provide an explanation on a separate sheet)
2. Has the applicant had a marijuana business license suspended or revoked by another jurisdiction?  Ves (if yes, provide an explanation on a separate sheet)
3. Is there currently a Medical Marijuana Business on the subject property that began operating before the enactment of the Maine Marijuana Legalization Act?  If yes, attach evidence that a Medical Business has commenced on the property prior December 13, 2018.  Yes

Project Description:	21 JUANA CULTIVATI	ON FACILITY	IN EXISTING
SHOP BUILD	ELIVANA CULTIVATION FOR	2 A FUTULE A.	ODETION AS DEL
THE PLAN	WING BOARD AF	PROVALS.	
Submission Requirements	(the following items are requi	red):	
☐ Site Plan Review Permit	from the Planning Board.		
☐ All applicable State licer	nses/registrations and permits	' <b>4</b>	
☐ If State licenses/registra provide a copy of said appl	tions and/or permits have bedication(s).	en filed but not yet gran	ted, then the applicant must
	ation is approved by the Select which must be given to the To		
☐ The applicant shall subn	nit seven (7) copies of the app	lication and all supporti	ng documentation.
	nt shall have the burden of proving the purposes and provisions of the		
By signing this application,	as the foresaid applicant:		
I certify that the inform	d and completely understand to pation contained in this application formation provided on this for ter of public record;	ation and its attachment	·
	es of this information may be s ional funds may be required to for engineering review;		
• I understand that it is n	ny responsibility to know and p	pay for any tax penalty t	hat may result from said
project; Bund Me	M		5/5/21_
Applicant Signature			Date
BRAD 1	Nove		_
Print Name			
and the second proper actives and an extension of the second actives and the second active actives and the second active actives and the second active actives active acti	FOR OFFICE	USE ONLY	
Date Received:		Total Fees Paid:	
Signed		Date	

Submission Checklist:
☐ Site Plan Review Permit from the Planning Board.
☐ All applicable State licenses/registrations and permits.
☐ If State licenses/registrations and/or permits have been filed but not yet granted, then the applicant must provide a copy of said application(s).
$\square$ If the applicant's application is approved by the Select Board, their approval will be contingent upon their State approvals, a copy of which must be given to the Town Clerk before business can commence.
$\Box$ The applicant shall submit seven (7) copies of the application and all supporting documentation.
Donald and Street of The condition to the land of the street of the stre

Burden of proof. The applicant shall have the burden of proving that the proposed project, development, or land use activity is in conformity with the purposes and provisions of this Ordinance and any applicable State laws and rules.

#### Standards:

#### State Law References:

Title 22 M.R.S.A §558-C Maine Medical Use of Marijuana Act, Title 28-B M.R.S.A. Adult Use Marijuana Local Reference: Bowdoinham Land Use

- a) The establishment shall have and implement an odor mitigation plan that is sufficient to eliminate the smell of marijuana so that it is not be detectable offsite, i.e., must not be detected at premises that are not under the custody or control of the establishment.
- b) Buffering or other measures may be required to address the establishment's impact on abutters and the public.
- c) All marijuana and marijuana products shall be in a secured facility that meets state requirements for the registered or licensed premises under Title 22, Chapter 558-C or Title 28-B, as applicable. Any outdoor area approved for marijuana cultivation under this ordinance must be enclosed and equipped with locks or other security devices that permit access only by a person authorized to have access to the area. The municipality shall keep confidential any security plans that are submitted as part of the application process.
- d) The establishment may not be located within 500ft of a school
- e) The signage for the establishment may not contain any graphics of marijuana or marijuana accessories.
- f) No drive up/through service shall be allowed.

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



has been issued a CONDITIONAL Receive as an ADULT USE MARIJUANA CULTIVATION FACILITY, TIER 2 under 28-B MRS. This-does NOT permit the licensee to engage in any activity.

NOTE: THIS IS NOT AN ACTIVE LICENSE

Issued on:

August 28, 2020

Expires on:

August 27, 2021

Erik Gundersen, Director
OFFICE OF MARIJUANA POLICY
MAINE ADULT USE MARIJUANA
PROGRAM

To make a complaint about this licensed Adult Use Marijuana Establishment: Email: <u>Licensing.OMP@maine.gov</u>

The Conditional License for ACB302 has been issued based on the following or principal structure:

**Principals:** 

BRADLEY SOUTHWORTH TO LESS TEROP

**Owners:** 

100.00% - BRADLEY SOUTHWORTH MOLI

NOTICE: This conditional license was issued cased upon the information indicated above and submitted on application forms provided by the conditional licensee. The conditional licensee acknowledged and affirmed that the foregoing information was truthful and complete in the presence of a notary. Any changes to the information indicated above must be timely reported to the Office of Marijuana Policy and may affect the synditional licensee's licensure status. A conditional licensee will be required, at a nonlinuar, to obtain a new local authorization based upon any changes to the entity ownership structure listed above.



## **Maine Adult Use Local Authorization Form**

This Local Authorization Form must be completed by the proposed municipality or the Maine Land Use Planning Commission. The authorized local official responsible for completing this Form must forward the Form and <u>all required</u> <u>attachments</u> to the Office of Marijuana Policy at <u>Licensing.OMP@maine.gov</u> or 162 State House Station, Augusta, Maine 04333.

If the authorized local official in receipt of this Form has not recently met with the Office of Marijuana Policy to discuss the local authorization process and OMP's expectations for completion of this Form, please contact Tracy Jacques, Director of Licensing, at <u>Licensing.OMP@maine.gov</u> or (207) 530-7389 prior to filling it out.

Section 1: License Information. Information	n generated by the (	Office of Marijuana Policy.			
Business Legal Name: NORTH FIRE, LLC	Business DBA:		Conditional License Nu ACB302	ımber:	
License Type: ADULT USE MARIJUANA CULTIVATION FACILITY,	TIER 2	i.			
Mailing Address: 267 HILLSIDE ST YARMOUTH, ME 04096-8375		Facility Phone: +1 (207) 737-2260	*7_ *		
144400111, 812 04090-03/3		Primary Contact Person: BRADLEY S. MOLL			
		Primary Contact Email: bmoll@tristoneind.com			
Scotion 2: Marijuana Establishment and Maniewaity/Maine Land Use Planning Commussion in n	d Local Autho	rization Informatio	n. This section to be co	mpleted by	the
Physical Location of Establishment (include unit number	r) Municipality/1	own/Plantation/Township	County	State	ZIP
Tax Map #:		Tax Lot #:	n		
Date Local Authorization Request Received by Municipality/Maine Land Use Planning Commission:		Date Local Authorization Approved by Municipality/Maine Land Use Planning Commission:			
If you are requesting Local Authorization from a munici	pality, complete Se	ction 3.			
If you are requesting Local Authorization from a <i>town</i> , <i>p</i> Planning Commission, complete Section 4.	olantation or towns	hip in the unorganized and	deorganized areas thro	ugh the Mai	ine Land Use
Section 3: Local Authorization of Mari completed by the Municipality in receipt of request for I	ocal Authorization.				
Section 3(a): Request for local authorization to authorized by municipal ordinance or warrant a not request local authorization to operate the marijuana local authorization unless the following questions are an	rticle. A person se establishment and	eking to operate a marijuans a municipality may not acce	establishment within a	municipali	ty may for
1. Has the legislative body of the municipality voted to adopt a new ordinance, amend an existing ordinance or approve a warrant article allowing some or all types of marijuana establishments within the municipality, including the type of marijuana establishment the person seeks to operate as indicated in the "License Type" box of Section 1 of this form? Yes  No					

	Is a copy the local ordinance, warrant article, or other local regulation authorizing the siting of this establishment attached or included with the submission of this form?  Yes No
	tion 3(b): Minimum authorization criteria. A municipality may not authorize the operation of a marijuana establishment within the nicipality unless the following questions are answered in the affirmative.
1.	Is the marijuana establishment proposed to be located equal to or greater than 1,000 feet of the property line of a preexisting public or private school? If the municipality by ordinance or other regulation prohibits the location of marijuana establishments at distances less than 1,000 feet but not less than 500 feet from the property line of a preexisting public or private school, that lesser distance applies.  Yes No
2.	Has the person requesting local authorization to operate the marijuana establishment demonstrated possession or entitlement to possession of the proposed licensed premises of the marijuana establishment pursuant to a lease, rental agreement or other arrangement for possession of the premises (specify: or by virtue of ownership of the premises?
	tion 3(c): Local authorization required for operation of marijuana establishment within municipality. A person may not rate a marijuana establishment within a municipality unless the following questions are answered in the affirmative.
1.	Has the person obtained all applicable municipal approvals, permits, or licenses that are required by the municipality for the operation of this type of adult use marijuana establishment? By selecting "yes" below, the municipality is affirming that all municipal approvals, permits, or licenses have been approved, granted, or issued and no further action by the municipality is required prior to the Office of Marijuana Policy's issuance of an active license. The Office of Marijuana Policy encourages the municipality to coordinate the issuance date of a local license with the Office when appropriate.  Yes \square No
2.	Is a list and copy of all applicable approvals, permits, or licenses with the issuance and expiration dates attached or included with the submission of this form? The Office of Marijuana Policy encourages the municipality to coordinate the issuance date of a local license with the Office when appropriate.  Yes \sum No
To	ction 4: Local Authorization of Marijuana Establishments within Towns, Plantations and wnships in the Unorganized and De organized Areas. This section to be completed by the Maihe Land Use Planning amission in receipt of request for Local Authorization.
and	tion 4(a): Request for local authorization to operate marijuana establishment in town, plantation or township in unorganized I deorganized areas prohibited unless generally allowed by town or plantation or by county commissioners on behalf of raship. A person seeking to operate a marijuana establishment within a town, plantation or township located within the unorganized and reas may not request local authorization unless one of the following questions is answered in the affirmative.
1.	In the case of a town or plantation, the legislative body of the town or plantation has voted to allow some or all types of marijuana establishments within the town or plantation, including the type of marijuana establishment the person seeks to operate as indicated in the "License Type" box of Section 1 of this form?  Yes \( \sum No \) \( \sum \) Not applicable
2.	In the case of a township, the county commissioners of the county in which the township is located have voted to allow some or all types of marijuana establishments within the township, including the type of marijuana establishment the person seeks to operate as indicated in the "License Type" box of Section 1 of this form?  Yes \( \sum No \) No tapplicable
of a	tion 4(b): Minimum authorization criteria. The Maine Land Use Planning Commission may not certify to the Department local authorization marijuana establishment within a town, plantation or township located within the unorganized and deorganized areas unless the following questions answered in the affirmative.
1.	Is the marijuana establishment proposed to be located equal to or less than 1,000 feet of the property line of a preexisting public or private school? If the Maine Land Use Planning Commission prohibits the location of marijuana establishments at distances less than 1,000 feet but not less than 500 feet from the property line of a preexisting public or private school, that lesser distance applies.  Yes No
2.	Has the person requesting local authorization to operate the marijuana establishment demonstrated possession or entitlement to possession of the proposed licensed premises of the marijuana establishment pursuant to a lease, rental agreement or other arrangement for possession of the premises (specify: or by virtue of ownership of the premises?  Yes No
unc	tion 4(c): Local authorization required for operation of marijuana establishment in town, plantation or township in organized and deorganized areas. A person may not operate a marijuana establishment within a town, plantation or township located him the unorganized and deorganized areas unless the following questions are answered in the affirmative.
1.	Has the town, plantation or, in the case of a township, the county commissioners of the county in which the township is located, certified to the Maine Land Use Planning Commission that the person has obtained all applicable local approvals, permits or licenses <b>not</b> relating to land use planning and development?  Yes No
2.	Is a copy of the certification including a list of all applicable approvals, permits, or licenses <b>not</b> relating to land use planning and development with the issuance and expiration dates attached or included with the submission of this form?  Yes  No

3. Has the person obtained all applicable Maine Land Use Plann this type of adult use marijuana establishment? By selecting "Land Use Planning Commission approvals, permits, or licens Use Planning Commission is required prior to the Office of M encourages the Maine Land Use Planning Commission to coo ☐ Yes ☐ No	"yes" below, the Maine Land es have been approved, gra- larijuana Policy's issuance of ordinate the issuance date of	d Use Planning Commission is affirming inted, or issued and no further action by to fan active license. The Office of Marijua falocal license with the Office when appropriate the control of the control	that all Maine he Maine Land na Policy ropriate.
4. Is a list and copy of all applicable Maine Land Use Planning C dates attached or included with the submission of this form? Commission to coordinate the issuance date of a local license ☐ Yes ☐ No	The Office of Marijuana Pol	licy encourages Maine Land Use Planning	piration S
Statutory Guidance for Municipalities/Maine I			I Burke
Pursuant to 28-B M.R.S. §§ 402-403, failure to act on a person's re town, plantation, or township in an unorganized and deorganized	equest for local authorization area does not satisfy the loc	n to operate a marijuana establishment i al authorization requirement.	n a municipality,
Typically, a request for local authorization should be approved or c request for local authorization and result appeal rights, see 28-B M		additional information regarding failure t	o act on a person'
Pursuant to 28-B M.R.S. §406, any changes in the status of local at date on which the change occurs, including without limitation, with marijuana establishment.			
The completed Maine Adult Use Local Authorization For Licensing.OMP@maine.gov or sent to Office of Marijuana			
Municipality/LUPC Representative			
Legal Name and title of Municipality/LUPC Representative:	City:	County:	
I hereby affirm and acknowledge that the information above is tru	thful and complete to the be	est of my knowledge.	
Signature of Municipality/LUPC Representative (Do not sign until	witnessed by notary):	Date:	
Notarization	Artimore Charles		<b>经</b>
The foregoing instrument was acknowledged before me this to be his/her free act and deed.	day of	, 20, at	, Maine, b
Name of Notary Public (Printed):	Signature of No	tary Public:	
Notary Public, State of Maine		-	
A		) <del></del>	
My commission expires:			
		STAMP/SEAL	



### Town of Bowdoinham

13 School St • Bowdoinham, ME 04008 Phone 666-5531 • Fax 666-5532 www.bowdoinham.com

April 29, 2021

North Fire, LLC Brad Moll

Site Plan Review Approval 239 Carding Machine Road (Map R06, Lot 040-C)

Dear Mr. Moll,

We, the Planning Board have reviewed your Site Plan Review, Tier II application to establish marijuana cultivation facility. Based on the information you provided, we have made the following Findings and Conclusions:

1) <u>Vehicular Access</u> – The proposed site layout will provide for safe access to and egress from public and private roads.

<u>Finding</u>: The applicant is proposing to utilize the existing private driveway. The driveway is used to access the Single-Family dwelling at the rear of the property and is adequately sized for the proposed development.

#### Conclusion: This standard has been adequately met.

2) <u>Internal Vehicular Circulation</u> – The proposed site layout will provide for the safe movement of passenger, service, and emergency vehicles through the site.

<u>Finding</u>: The existing layout provides for safe movement of employees, service, and emergency vehicles through the site. The applicant is proposing to create four parking spaces adjacent to the existing structure to be used by employees.

#### **Conclusion:** This standard has been adequately met.

3) <u>Pedestrian Circulation</u> – The proposed site layout will provide for safe pedestrian circulation both on-site and off-site.

<u>Finding</u>: Access to the site is limited to employees. The existing site is developed and the layout provides for safe pedestrian circulation.

#### Conclusion: This standard has been adequately met.

4) <u>Municipal Services</u> – The development will not have an unreasonable adverse impact on municipal services, including municipal road systems, fire department, solid waste program, schools, open spaces, recreational programs and facilities, and other municipal services and facilities.

<u>Finding</u>: No concerns have been expressed by municipal officials.

#### Conclusion: This standard has been adequately met.

5) <u>Visual Impact</u> – The proposed development will not have an adverse effect on the scenic or natural beauty of the area, including water views and scenic views.

Site Plan Review Approval North Fire LLC Brad Moll Page 2 of 6

<u>Finding</u>: The proposed development is not located within any designated viewsheds or near any scenic views. The existing structure and proposed addition are compatible with the existing visual character of the neighborhood when viewed from the public way.

#### Conclusion: This standard has been adequately met.

6) <u>Lighting</u> – All exterior lighting will be designed to avoid undue glare, adverse impact on neighboring properties and rights-of-ways, and the unnecessary lighting of the night sky.

<u>Finding</u>: The applicant is proposing to install adjustable outdoor motion sensor lighting on the north and east side of the existing building. The lighting will not have an adverse effect on abutters.

#### **Conclusion:** This standard shall be adequately met with adherence to the Conditions of Approval.

7) Signage – The proposed signage will not detract from the design of the proposed development and the surrounding properties and will not constitute hazards to vehicles and pedestrians.

Finding: No signage is proposed.

#### Conclusion: This standard has been adequately met.

8) <u>Buildings</u> – The proposed structures will relate harmoniously to the terrain and to existing buildings in the vicinity, so as to have a minimally adverse effect on the environmental and aesthetic qualities of the neighboring areas.

<u>Finding</u>: The applicant is proposing to construct a twenty-four-foot(24ft) by thirty-six-foot(36ft) addition that is compatible with the neighborhood and the existing structure. The buffering consists of new evergreen plantings. The plantings are arranged in two rows 10 feet apart as outline on the site plan.

#### Conclusion: This standard has been adequately met.

9) <u>Landscaping</u> – The proposed development will provide adequate landscaping in order to define, soften, and/or screen the appearance of parking and developed areas as well as to enhance the physical design of the buildings and the overall development.

<u>Finding</u>: The applicant is proposing to add landscaping along the north and south property lines. The landscaping consists to evergreen plantings to soften the appearance of the existing and proposed development.

#### Conclusion: This standard has been adequately met.

10) <u>Buffering</u> – The proposed development will provide for the buffering of adjacent uses where there is a transition from one type of use to another use and for the screening of mechanical equipment and service and storage areas.

<u>Finding</u>: The applicant it proposing buffering along the north and south property line. The buffering consists of new evergreen plantings. The plantings are arranged in two rows 10 feet apart as outline on the site plan. buffering along the north and south property line. The buffering consists of new evergreen plantings. The plantings are arranged in two rows 10 feet apart as outline on the site plan. The natural raised outcrop adjacent to the Carding Machine Road provides a natural buffer from the public way. The proposed dumpster will be within a ten foot by ten foot enclosure.

#### Conclusion: This standard shall be adequately met with adherence to the Conditions of Approval.

11) <u>Utilities</u> – The proposed development will not impose an unreasonable burden on existing utilities.

Finding: The applicant has proposing to utilize existing utilities to provided security and lighting.

#### **Conclusion:** This standard has been adequately met.

12) Water Supply – The proposed development will be provided with an adequate supply of water.

Finding: The proposed and existing facility is not connected to a public water supply.

#### Conclusion: This standard has been adequately met.

13) Sewage Disposal - The proposed development will be provided with adequate sewage waste disposal.

<u>Finding</u>: The applicant is proposing to install a new subsurface wastewater disposal system and has provided a design that is adequately designed for the proposed use.

#### Conclusion: This standard has been adequately met.

14) <u>Fire Protection</u> – The proposed development will have adequate fire protection.

Finding: There were no concerns expressed from the Bowdoinham Fire Chief.

#### Conclusion: This standard has been adequately met.

- 15) <u>Capacity of Applicant</u> The applicant meets the following criteria:
  - a) Right, Title and Interest in Property The applicant has the right, title and interest in the property.

<u>Finding</u>: A deed and lease agreement has been provided by the applicant.

#### Conclusion: This standard has been adequately met.

b) <u>Financial Capacity</u> – The applicant has the financial capacity to complete the proposed development.

<u>Finding</u>: The applicant has provided a letter from Maine Capital Group showing the applicants financial capacity to complete the proposed development.

#### Conclusion: This standard has been adequately met.

c) <u>Technical Ability</u> – The applicant has the technical ability to carry out the proposed development.

<u>Finding</u>: The applicant has provided a conditional license issued by the State of Maine, Office of Marijuana Policy.

**Conclusion:** This standard has been adequately met.

#### 16) Special Resources -

a) <u>Shoreland</u> – The proposed development will be in compliance with the Town's Shoreland Zoning Ordinance.

<u>Finding</u>: The proposed development is not located within the Shoreland Zone.

#### **Conclusion:** This standard has been adequately met.

b) <u>Floodplain</u> – The proposed development will be in compliance with the Town's Floodplain Management Ordinance.

<u>Finding</u>: The proposed development is not located within the Floodplain.

Conclusion: This standard has been adequately met.

Site Plan Review Approval North Fire LLC Brad Moll Page 4 of 6

c) <u>Wetlands & Waterbodies</u> – The proposed development will not have an adverse impact on wetlands and/or waterbodies, to the extent that is practicable.

Finding The proposed development is not located near wetlands or waterbodies.

#### Conclusion: This standard has been adequately met.

d) <u>Historic & Archaeological</u> – The proposed development will not have an adverse effect on historic and/or archaeological sites.

<u>Finding</u>: The proposed development is to be located on an existing gravel area and no historic or archaeological sites have been located.

#### Conclusion: This standard has been adequately met.

e) <u>Groundwater</u> – The proposed development will not adversely impact either the quality or quantity of groundwater available to abutting properties or to public water supply systems.

<u>Finding</u>: The proposed development is will not affect the quality or quantity of groundwater as the proposed development will not meet the two thousand gallon per day threshold as outlined in this standard.

#### **Conclusion:** This standard has been adequately met.

f) Wildlife Habitat – The proposed development will not have an undue adverse effect on wildlife habitat.

<u>Finding</u>: The proposed development is located on a previous developed parcel and will not have an adverse effect on wildlife or habitat.

#### **Conclusion:** This standard has been adequately met.

g) <u>Natural Areas</u> – The proposed development will not have an undue adverse effect on rare and irreplaceable natural areas.

<u>Finding</u>: The proposed development is located on a previously developed parcel. The proposed development will not have an undue adverse effect on natural areas as outlined in the Comprehensive Plan or Maine Natural Areas Program.

#### Conclusion: This standard has been adequately met.

17) Environmental Impact – The landscape will be preserved in its natural state to the extent that is practical by minimizing tree removal, disturbance of soil and retaining existing vegetation.

<u>Finding</u>: The proposed development is marijuana cultivation facility and the proposed addition will be located on an existing gravel area. No new impervious areas will be created.

#### **Conclusion:** This standard has been adequately met.

a) <u>Solid Waste Management</u> – The proposed development will provide for adequate disposal of solid wastes.

<u>Finding</u>: The applicant is proposing to remove solid waste utilizing a dumpster. The dumpster will be located within a ten-foot by ten-foot enclosure.

Conclusion: This standard shall be adequately.

b) <u>Hazardous, Special & Radioactive Materials</u> – The proposed development will handle, store, and use all materials identified as hazardous, special or radioactive in accordance with the standards of Federal and State agencies.

<u>Finding</u>: No materials identified as hazardous, special or radioactive are proposed to be used as part of the proposed development.

#### Conclusion: This standard has been adequately met.

c) Air Quality – The proposed development will not result in undue air pollution or odors.

<u>Finding</u>: The proposed development will meet all federal and state standards. The proposed use will be located within an existing and proposed structure and will not produce undue air pollution.

#### Conclusion: This standard has been adequately met.

d) <u>Water Quality</u> – The proposed development will not result in water pollution.

<u>Finding</u>: The proposed marijuana facility cultivation will not create or discharge any pollutants. It will not have an adverse impact on water quality.

#### Conclusion: This standard has been adequately met.

e) <u>Stormwater</u> – The proposed development will provide for the collection and disposal of all stormwater that runs off proposed streets, parking areas, roofs, and other impervious surfaces, which must not have an adverse impact on abutting or downstream properties.

<u>Finding</u>: The applicant is proposing to construct an addition on an existing impervious area. The proposed addition will not create any additional stormwater and not have an adverse impact on abutters.

#### **Conclusion:** This standard has been adequately met.

f) <u>Sedimentation & Erosion Control</u> – The proposed development will take adequate measures to prevent soil erosion and the sedimentation of watercourses and waterbodies.

<u>Finding</u>: The applicant is proposing to construct an addition to an existing structure, sedimentation and erosion control measures are required for all construction.

# **Conclusion:** This standard shall be adequately met with adherence to the Conditions of Approval.

18) Noise – The proposed development will control noise levels so that it will not create a nuisance for neighboring properties.

<u>Finding</u>: The proposed development is located within an existing structure and will not create any nuisance noise.

#### Conclusion: This standard has been adequately met.

19) <u>Compliance with Ordinances</u> – The proposed development conforms with the provisions of this Land Use Ordinance and other ordinances and regulations of the Town of Bowdoinham.

<u>Finding</u>: The proposed development is in compliance with the Land Use Ordinance and other ordinances and regulations of the Town of Bowdoinham.

#### Conclusion: This standard has been adequately met.

20) <u>Town Plans & Vision Statements</u> – The proposed development is consistent with the intent of the Town's Plans, including but not limited to the Comprehensive Plan, Waterfront Plan, and Transportation Vision Statement.

<u>Finding</u>: The proposed development is in compliance with the Town's Plans and Vision Statements.

Conclusion: This standard has been adequately met.

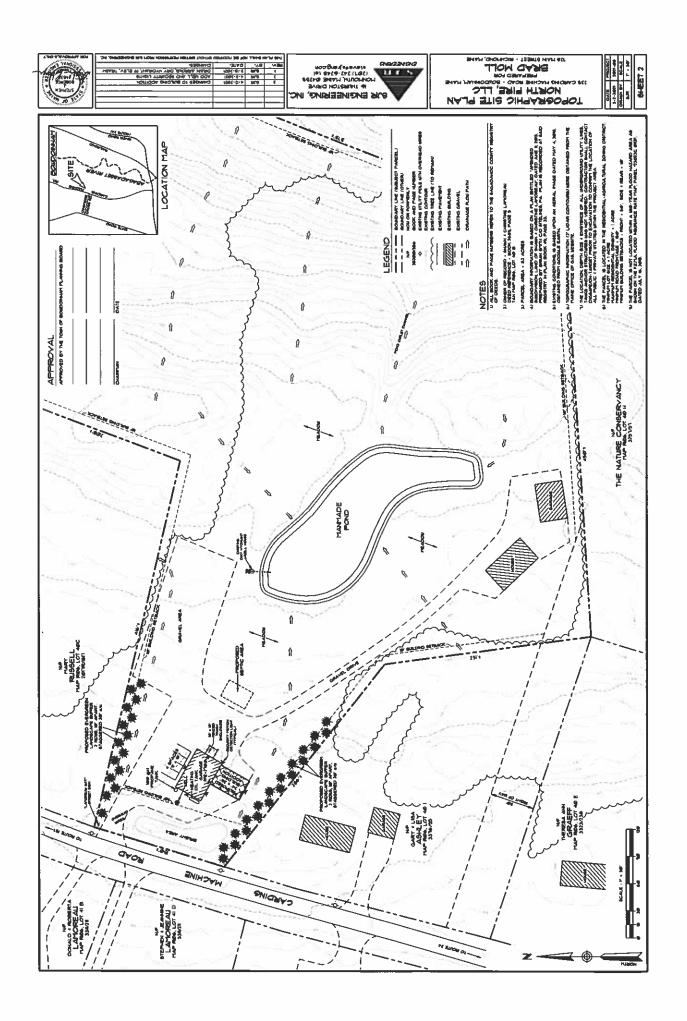
Based on the above findings and conclusions, we the Planning Board voted to approve your Site Plan Review application with following Conditions of Approval:

The applicant shall reimburse the Town for all noticing fees.

Please contact us if you should have any questions regarding your approval.

- That State and Federal laws and Best Management Practices be applied for sedimentation and erosion control during construction.
- That a Confidential Security Plan be filed with the Town regarding the marijuana establishment.
- That the trees in the buffering plan be planted to meet the buffering approval in the standard.

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Sincerely,	
Bowdoinham Planning Board	
<del> </del>	





#### 2021R-02051

TRANSFER TAX PAID
BOOK - PAGE
SAGADAHOC COUNTY MÄINE
LYNN C MOORE, REGISTRAR
RECORDED ON
03/10/2021 11:50 AM

#### QUITCLAIM DEED WITHOUT COVENANT

KNOW ALL BY THESE PRESENTS, that North Fire, LLC, which has a registered address c/o Daniel Walker, P.O. Box 1058, Augusta, Maine, acting pursuant to 14 M.R.S.A. §§6321 et seq. and in accordance with a Judgment of Foreclosure and Sale docketed in the Sagadahoc County Superior Court (Docket No. RE-19-11) on June 29, 2020 in the matter of North Fire, LLC¹ v. Shawn S. Lamoreau, Christine Lamoreau, Kyle J. Hitchcock, Amanda M. Hitchcock, and Lamoreau Improvements Inc., et al., and concerning a Mortgage recorded in the Sagadahoc County Registry of Deeds in Book 2017R, Page 08681, in consideration of One Dollar (\$1.00) and other valuable consideration paid by Southworth Investments, LLC, the receipt whereof it does hereby acknowledge, does hereby remise, release, bargain, sell and convey, and forever quitclaim unto the said Southworth Investments, LLC, its successors and assigns forever: a certain lot or parcel of land, together with any buildings thereon, situated 239-241 Carding Machine Road, Bowdoinham, Maine 04008; being more particularly described in the attached EXHIBIT A.

This deed is granted through a foreclosure sale held pursuant to 14 M.R.S.A. §6323(1). A notice of public sale stating time, place and terms of the sale was published on January 7, 2021, January 14, 2021, and January 21, 2021 in the Boothbay Register and the Lincoln County News and on January 8, 2021, January 15, 2021, and January 22, 2021 in the Times Record, which are newspapers of general circulation in Bowdoinham, Maine. The first public advertisement took place prior to the date set forth in the December 16, 2020 Consented-to Order Substituting Plaintiff, Extending Time to Advertise, and Permitting Staggered Sales of Properties. The statutory period of redemption having expired on September 27, 2020, the public sale was initially scheduled for February 12, 2021 and adjourned/postponed to March 8, 2021 with announcement to all parties present at the time of adjournment. The sale was held on March 8, 2021, at which time the grantee was the highest bidder.

TO HAVE AND TO HOLD the same, together with all privileges and appurtenances thereunto belonging, to the said Southworth Investments, LLC, its successors and assigns forever.

IN WITNESS WHEREOF, North Fire, LLC has caused this instrument to be signed in its corporate name by Brad Moll, sole member of North Fire, LLC.

Dated: March 8, 2021

STATE OF MAINE CUMBERLAND, ss

North Fire, LLC

By Brad Moll, Member

March 8, 2021

Then personally appeared the above named Brad Moll, sole member of North Fire, LLC, and acknowledged the foregoing instrument to be his free act and deed, in said capacity, and the free act and deed of North Fire, LLC

WAYNE F. DEMERS JR.
Notary Public-Maine
My Commission Expires
February 08, 2025

Before me,

Notary Public / Attorney at Law

Printed Name

Printed Name

<sup>&</sup>lt;sup>1</sup> North Fire, LLC was substituted as the named Plaintiff in this action by Order Substituting Plaintiff, dated February 23, 2021

thereon, be it the same more or less. The herein conveyed lot is a portion of the second and third, parcels described in a deed to Shawn & Christine Lamoreau dated February 17, 2006 and recorded in the Sagadahoc County Registry of Deeds at book 2689 page 5.

The above described lot is conveyed subject to a 50' wide right of way which runs from the Carding Machine Road easterly to land conveyed by Shawn & Christine Lamoreau to the Nature Conservancy by deed dated December 30, 2010 and recorded in the Sagadahoc County Registry of Deeds at book 3257 page 57.

The south sideline of said right of way is the north line of land now or formerly of Brian G. & Kathleen J. Petrie.

All rebars set are 5/8 inch, unless set in stone, in which case they are 1/2", and are marked B. Smith - Smith #1175. Bearings used in this description are based on observed magnetic 2002.

#### Parcel 2

A certain lot or parcel of land situated in the Town of Bowdoinham, County of Sagadahoc and State of Maine, bounded and described as follows:

BEGINNING at a point of the easterly side of Carding Machine Road which point is located fifty feet southerly of the southwesterly corner of a lot or parcel of land conveyed to Shawn S. Lamoreau by deed dated April 8, 1994 and recorded in the Sagadahoc County Registry of Deeds at Book 1280, Page 324;

THENCE easterly in a line parallel to said southerly line of Shawn S. Lamoreau a distance of 150 feet to an iron pin;

THENCE running southeasterly along land to be conveyed to Shawn S. Lamoreau 500 feet, more or less, to an iron pin located in a stone wall;

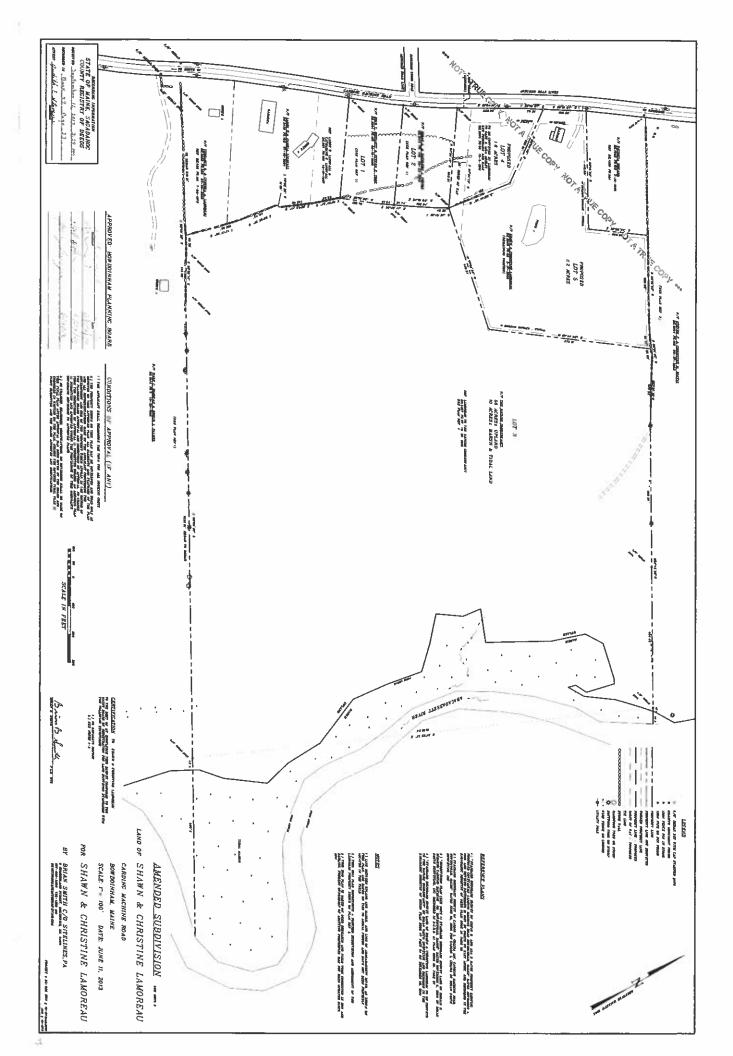
THENCE southerly along said stone wall and land to be conveyed to Shawn S. Lamoreau 300 feet to the northwesterly corner of a parcel of land conveyed to Larry W. Lindvall, et al by deed dated December 10, 1987 and recorded in said Registry at Book 857, Page 190;

THENCE running westerly along said land of Lindvall 350 feet, more or less, to a point on the easterly side of said Carding Machine Road;

**THENCE** running northerly along the easterly side of said Carding Machine Road 750 feet, more or less, to the point of beginning.

The Grantor reserves to herself a life estate in the aforegranted premises.

Reference may be made to deed of Elizabeth L. Lamoreau to Robert F. and Beverly Lamoreau as Joint Tenants dated June 29, 1982 and recorded in the Sagadahoc County Registry of Deeds at Book 604, Page 171. The said Robert F. Lamoreau deceased September 28, 1999 and the Grantor is the surviving Joint Tenant.



THIS LEASE AGREEMENT is made and entered into this /2 th day of WARCH, by and between Southworth Investments, LLC hereinafter referred to as "Landlord" and, hereinafter referred to as "Tenant".

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions contained herein, the dwelling located at

for the period commencing on the 5/121 and thereafter until 4/30/26, at which time this Lease Agreement shall automatically terminate, unless both parties agree to an extension in writing.

The Tenant is required to give the Landlord in writing a notice 1 month, (30 days) in advance of their moving. Notice must be given on the first day of a month. If notice is given after the first day of the month, the 1 month (30 day) notice will not start until the following month. (The notice must be one full calendar month starting on the first day of a month.)

Rent may be increased at any time after first year and the security deposit can not be used for rent. Tenant shall pay as rent the sum of \$1750.00 per month, due and payable monthly, in advance, no later than 5:00 p.m. by the second day of every month.

Tenant agrees to use said dwelling as living quarters only for 2 ADULTS.

Tenant agrees to accept the property in its current condition and to return it in "moving-in clean" condition.

Tenant agrees not to assign this Lease, nor to sublet any portion of the property, nor to allow any other person to live therein other than as listed above without first obtaining written permission from Landlord. Further, it is agreed that covenants contained in this Lease, once breached, cannot afterward be performed, and that unlawful detainer proceedings may be commenced at once, without notice to Tenant. Should any provision of this Lease be found to be invalid or unenforceable, the remainder of the Lease shall not be affected thereby and each term and provision herein shall be valid and enforceable to the fullest extent permitted by law.

All rights given to Landlord by this Lease shall be cumulative to any other laws which might exist or come into being. Any exercise or failure To exercise by Landlord of any right shall not act as a waiver of any other rights. No statement or promise of Landlord or his agent as to tenancy, repairs, alterations, or other terms and conditions shall be binding unless reduced to writing and signed by Landlord.

Landlord pays electric, heat, sewer and water. Tenant specifically authorizes Landlord to deduct amounts of any unpaid bills from the Security deposit upon termination of this Agreement.

No rights of storage are given by this Agreement. Landlord shall not be

liable for any loss of Tenant's property by fire, theft, breakage, burglary, or otherwise, nor for any accidental damage to persons or property in or about the leased premises resulting from electrical failure, water, rain, windstorm, etc., which may cause issue or flow into or from any part of said premises or improvements, including pipes, gas lines, sprinklers, or electrical connections, whether caused by the negligence of Landlord, Landlord's employees, contractors, agents, or by any other cause whatsoever. Tenant hereby agrees to make no claim for any such damages or loss against Landlord. Tenant shall purchase renter's insurance.

IMPROVEMENTS TO PROPERTY - Any improvements to the property made by tenant inside or outside must not be removed without written permission from the Landlord. This includes landscaping, shrubs, flowers, walkways, out buildings such as storage sheds and play-houses, etc. Any interior improvements the tenant may have made to the property must also remain. Improvements such as but not limited to the following are installation of ceiling fans, book shelves, shelving, light fixtures, etc. Any removal of Landlord's property without express written permission from the Landlord shall constitute abandonment and surrender of the premises and termination by the resident of this Agreement. Landlord may take immediate possession, exclude Tenant from property and store all Tenants' possessions at Tenant's expense pending reimbursement in full for Landlord's loss and damages.

Landlord has the right of emergency access to the leased premises at any time and access during reasonable hours to inspect the property or to show property to a prospective tenant or buyer (24 hour notice given for all showings). In the event that the property is sold, the lease/rental agreement between Landlord and Tenant is canceled 60 days after notice to Tenant has been given.

Tenant agrees to pay a Security Deposit of \$ 1,325.00 to bind Tenant's pledge of full compliance with the terms of this agreement. NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT! Any damages not previously reported will be repaired at Tenant's expense.

Release of the SECURITY DEPOSIT, at the Option of the Landlord is subject to the provisions below.

- A. The full term of the Agreement has been completed.
- B. No damage to the premises, buildings, or grounds is evident.
- C. The entire dwelling, appliances, closets, and cupboards are clean and free from insects, the refrigerator is defrosted and clean. The range is to be clean including the racks and broiler pan, all windows are to be clean inside and outside, all debris and rubbish have been removed from the property.
- D. All unpaid charges have been paid including late charges, delinquent rents, etc.
  - E. All keys have been returned.
- F. A forwarding address for Tenant has been left with the Landlord. Within thirty (30) days after termination of the occupancy, the Landlord will mail the balance of the deposit to the address provided by Tenant in the names of all signatories hereto; or at the Option of the Landlord will impose a claim on the deposit and so notify the Tenant.

The acceptance by Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver of Landlord, nor affect any notice

or legal proceeding in unlawful detainer theretofore given or commenced under state law. Acceptance of partial rent due or late payments does not create a custom nor constitute a continuing waiver of the obligation to pay on time. No payment by the tenant or receipt by the landlord of any amount of the monthly rent herein stipulated shall be deemed to be other than on account of the stipulated rent, nor shall any endorsement on any check or any letter accompanying such payment of rent be deemed an accord and satisfaction, but the landlord may accept such a partial payment without prejudice to his rights to collect the balance of such rent.

If Tenant leaves said premises unoccupied for 15 days while rent is due and unpaid. Landlord is granted the right hereunder to take immediate possession thereof and to exclude Tenant there from; removing all Tenant's property contained therein and placing it into storage at Tenant's expense.

Payment of rent may be made by check until the first check is returned unpaid. Regardless of cause, no additional payments may afterwards be made by check. Rent must then be made by cashier's check, money order or certified check.

Tenant agrees, without protest, to reimburse Landlord for all actual and reasonable expenses incurred by way of Tenant's violation of any term or provision of this lease. Both Landlord and Tenant waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Cumberland County, State of Maine. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action accrued. Tenant agrees to accept said dwelling and all of the furnishings and appliances therein as being in good and satisfactory condition unless a written statement of any objections is delivered to Landlord within three (3) days after resident takes possession. Tenant agrees that failure to file such statement shall be conclusive proof that there were no defects in the property. Tenant agrees not to permit any damage to the premises during the period of this agreement to woodwork, floors, walls, furnishings, fixtures, appliances, windows, screens, doors, lawns, landscaping, fences, plumbing, electrical, air conditioning and heating, and mechanical systems. Tenant specifically agrees that he will be responsible for, and agrees to pay for, any damage done by rain, wind, or hail caused by leaving windows open; overflow of water or stoppage of waste pipes, breakage of glass, damage to screens, deterioration of lawns and landscaping whether caused by drought, abuse or neglect. Tenant agrees not to park or store a motorhome, recreational vehicle or trailer of any type on the premises. Tenant's obligations are as

- A. Take affirmative action to insure that nothing is done which might place Landlord in violation of applicable building, housing, zoning, and health codes and regulations.
- B. Keep the dwelling clean and sanitary, removing garbage and trash as it accumulates, maintaining plumbing in good working order to prevent stoppages and leakage of plumbing fixtures, faucets, pipes, etc.
- C. Operate all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other appliances in a reasonable, safe manner.
- D. Assure that property belonging to Landlord is safeguarded against damage, destruction, loss, removal, or theft.
- E. Conduct himself, his family, friends, guests, visitors in a manner which will not disturb others.

- F. Allow the Landlord or his agent access to the premises for the purpose of inspection, repairs, or to show the property to someone else at reasonable hours, and to specifically authorize unannounced access anytime rent is late, or this Agreement is terminated or for pest control, maintenance estimates, serving legal notices, or emergencies.
- G. Comply with all provisions of this Agreement, particularly with respect to paying the rent on time and caring for the property. Tenant warrants that he/she will meet the above conditions in every respect, and acknowledges that failure to perform the obligations herein stipulated will be considered grounds for termination of this Agreement and loss of all deposits.

No additional locks will be installed on any door without written permission from the Landlord. Landlord is to be provided duplicate keys for all locks so installed at Tenant's expense within 24 hours of installation of said locks.

Tenant agrees to install and maintain a telephone, and to furnish the Landlord the telephone number and/or any changes thereof within three (3) days of its installation. In the event repairs are needed beyond the competence of the Tenant, Tenant is urged to contact the Landlord. Tenant warrants that any work or repairs performed by him will be undertaken only if he is competent and qualified to perform it. Tenant will be totally responsible for all activities to assure that work is done in a safe manner which will meet all the applicable codes and statutes. Tenant further warrants that he will be accountable for any mishaps and/or accidents resulting from such work, and will hold the Landlord free from harm, litigation, or claims of any other person.

Tenant is responsible for all plumbing repairs including faucets, leaks, stopped up pipes, frozen pipes, water damage, and bathroom caulking.

Appliances or furniture in the unit at date of lease per the attached Exhibit "A", are loaned, and not leased to Tenant. Maintenance of appliances or furniture is the responsibility of Tenant who will keep them in good repair.

Tenant is responsible for all glass, screen, and storm door repairs. No money is to be deducted by Tenant from rent payment for any reason without express written permission of Landlord. Regardless of assignment of responsibility, Tenant agrees to be responsible for the first \$75.00 of any repair or maintenance required on the major systems of the property for the term of the lease. This deductible applies per occurrence.

Smoke Detectors have been installed to meet town code and are in operable
condition.
Tenant initials From this time on you will be required to
maintain the smoke detectors. Any new batteries are your responsibility.
If you have any questions about the smoke detectors, you should call us
promptly. I/We, the undersigned, have personally checked the smoke alarms
in the unit which is provided and find it/them to be in working order. I/We
understand that the law requires me/us to maintain the alarm/s and keep
fresh batteries in the mechanism. Tenant's failure to do so absolves the
Landlord, or agent from any responsibility for losses due to my/our
non-compliance with the law or malfunction of the alarm.
Tenant signature Date

NO WATER BEDS PERMITTED WITHOUT WRITTEN PERMISSION.

All parties agree that termination of this Agreement prior to termination date will constitute breach of the tenancy and all Security Deposits and one full month's rent shall be forfeited in favor of Landlord as liquidated damages plus you will be charged the cost of restoring the property to rental condition.

Signing below means you have read the Lease, are in full agreement with it and have received a copy of the contract.

ACCEPTED THIS	12	DAY OF	MARC	γ ,	12021
at <b>267</b> &	HULS MAR	ST, VARMO	sist, ME O	4096	•
(Address,	City and	State)	/		
				Tenant	signature
	2 rel 11	les		Landlor	d signature

EXHIBIT "A"

The following appliances and/or furniture are on loan to Tenant for the period of Tenant's rental agreement or lease on the following basis:

Tenant agrees, by the signing of this agreement, that all appliances and/or furniture herein listed are accepted by Tenant, individually, as being in good working order or condition. Tenant agrees to maintain said appliances and/or furniture in good working order at his expense. If tenant fails to pay rent by the third day of the month, the landlord or his representative may enter building and remove appliances or furniture belonging to Landlord without giving tenant advance notice.

APPLIANCES AND/OR FURNITURE

- 1 Kitchen Refrigerator
- 2 Dishwasher
- 3 Kitchen stove

NA

Tenant:	 	
Date: _	 	