

City of Biddeford

Planning Board

April 21, 2021 6:00 PM Zoom: Apr 21, 2021 06:00 PM Eastern Time (US and Canada)

Topic: Planning Board

Please click the link below to join the webinar:

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1. DECLARATION OF QUORUM/VOTING MEMBERS

2. ADJUSTMENTS TO THE AGENDA

3. PLANNER'S BUSINESS

4. UNFINISHED BUSINESS

5. NEW BUSINESS

- 5.A. 2021.12 Public Hearing, take comments and make recommendations to the City Council regarding a proposed amendment to the Zoning Ordinance that would alter the fees for certain applications.

[2021.12 LDR A Fees and Charges Amendment PB Report PH.pdf](#)

[2021.12 LDR A Fees and Charges Amendment for PH 042121.pdf](#)

- 5.B. 2021.14 Shoreland Zoning Permit - Determination of Greatest Practical Extent for Brian Anderson at 49 Mile Stretch Road (Tax Map 62, Lot 29, 30, 31, 32) in the Resource Protection (RP) Shoreland Zone.

[2021.14 PB Submittal.pdf](#)

[2021.14 Review Letter - Anderson- 49 Mile Stretch Rd.pdf](#)

[2021.14 Draft FOF for 49 Mile Stretch Rd.pdf](#)

- 5.C. 2021.18 Conditional Use Permit for Hightech Labs, LLC to operate an Adult Use and Medical Marijuana Products Manufacturing Facility at 5 Drapeau Street (Tax Map 12, Lot 22) in the I-1 Zone.

[Report - High Tech Labs - Conditional Use.pdf](#)

[Draft FOF for HIGH TECH EXTRACTS - Drapeau.pdf](#)

[1 Hightech Labs Application.pdf](#)

[2 Hightech Labs Letter of Intent.pdf](#)

[3 Hightech Labs acknowledgment of Article 6 of the Conditional Uses.pdf](#)

[4 Hightech Labs - Sec. 77 Compliance.pdf](#)

- 5 Hightech Labs Waiver of Site Plan Review Request.pdf
- 6 Hightech Labs Lease Incl. Amendment.pdf
- 7 Hightech Labs Conditional Use APPROVAL 05082020.pdf
- 8 Hightech Labs CWS Codes Review Expansion 2021 - Ethanol Use.pdf
- 9 Hightech Labs 5 Drapeau 2021 Renovations - Full Set.pdf
- 10 Hightech Labs Odor Control Plan 041421.pdf

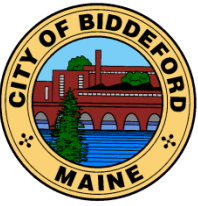
- 5.D. 2021.22-Conditional Use Permit for Cloud Manufacturing Holdings LLC to operate an Adult Use and Medical Marijuana Products Manufacturing Facility at 5 Drapeau Street (Tax Map 12, Lot 22) in the I-1 Zone.

- Report - Cloud Mfg Holdings- Conditional Use.pdf
- Draft FOF for CLOUD MFG - Drapeau.pdf
- 1 CMH LLC Application.pdf
- 2 CMH LLC LOI.pdf
- 3 CMH LLC Conditional Use Certification.pdf
- 4 CMH LLC Section 77 Certification.pdf
- 5 CMH LLC Safety Plan - Signed.pdf
- 6 CMH LLC Draft Lease.pdf
- 8 CMH LLC Layout.pdf
- 9 CMH LLC Odor Management Plan Final.pdf

6. OTHER BUSINESS

7. ADJOURN

The Board reserves the right to halt official business at 9:30 p.m. Items not heard at tonight's meeting shall be rescheduled to the next meeting of the Board. All materials pertaining to items on the agenda are available for public review at the Biddeford Planning Department, second floor, Biddeford City Hall during normal business hours.



CITY OF BIDDEFORD

Planning and Development Department

Greg D. Tansley, A.I.C.P.
City Planner
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 282-7119 or (207) 284-9115
Greg.Tansley@biddefordmaine.org

PLANNING BOARD REPORT

TO: William Southwick, Chair & Members of the Biddeford Planning Board

FROM: Greg Tansley, AICP, City Planner 

DATE: April 14, 2021

RE: **2021.12 LDR A Fees and Charges Amendment Proposal – Public Hearing**

The last time we significantly reviewed our fee structure was 2005. Much has changed since then, not least of all being the work involved in reviewing and processing planning-related applications. In an attempt to ensure our fees are consistent with staff and administrative cost and time requirements, we present a proposed amendment to our fees.

The fee revision proposal is a result of three (3) considerations reviewed by staff. We considered:

- the fee rates charged by other similar municipalities, including Saco, Scarborough, South Portland, Brunswick, Kittery, and Westbrook;
- the inflation between January 2005 and January 2021 calculated at 37% according to https://www.bls.gov/data/inflation_calculator.htm; and
- estimated time and costs for Staff and consultants for projects over the past 4-5 years.
- the real costs of 3rd Party Engineering Review of projects and what we have been collecting in escrow fees (see Section 3 of the draft proposal).

We believe that the proposal before represents a fair and reasonable update to our fee schedule which has not been significantly altered in approximately 15 years. In March the Planning Board authorized this move forward to a Public Hearing.

On April 6, related to a different zoning item sent to the City Council by the Planning Board, one City Councilor indicated a desire for more information in Staff Memorandums/Reports related to why the Planning Board has made a particular recommendation. As such, I ask you to consider providing Staff as much information as possible explaining its rationale when making a recommendation to the City Council. If more information regarding the rationale for its recommendations can be provided by the Board we can include it in our transmittal to the City Council.

SAMPLE MOTIONS:

Motion to recommend/not recommend the Zoning Change pass at the City Council for the following reasons:

1. _____
2. _____
3. _____
4. ...

ATTACHMENTS

1. Draft LDR A Fees and Charges Amendments w/ legislative edits.

LDR Attachment A FEES AND CHARGES

1. Zoning Ordinance.

- A. Copies of the Zoning Ordinance shall be available from the City Clerk's office. The cost of this ordinance shall be \$50, which shall include any amendments made to the ordinance to date. "To date," means the date of purchase.
- B. (Reserved)

2. Zoning Map.

- A. Blueprint copies of the Zoning Map (one inch equals 1,000 feet) shall be obtained from the City's Engineering Office. The cost for the map shall be \$15.
- B. Colored copies of the Zoning Map (one inch equals 1,000 feet) shall be obtained from the City's Engineering Offices. The cost for the map shall be \$35.
- C. Black-and-white copies of the reduced map (11 inches by 17 inches) shall be obtained from the Building Inspector's office. Cost for these maps shall be \$1 each.
- D. Colored copies of the reduced map (11 inches by 17 inches) shall be obtained from the City's Engineering Office. Cost for these maps shall be \$5 each.
- E. Colored copies of the reduced map (24 inches by 36 inches) shall be obtained from the City's Engineering Office. Cost for these maps shall be \$15 each.
- F. Fees collected for all color copies of the Zoning Map shall be used to further develop the City's geographical information system.

3. Engineering review and inspection draw accounts.

- A. A draw account shall be set up for engineering review costs for all projects. The engineering review amount is due at the conceptual review stage. The minimum deposit is based on the following spreadsheet. If a project's costs exceed the minimum amounts shown, the applicant shall be required to submit additional funds to cover the review costs.

Schedule for Engineering Review Draw Accounts

Project Types	Minimum Deposit
Private ways (based on number of lots serviced, with no subdivision involved)	
1 lot	\$400 600
2 lots	\$500 750
3 to 4 lots	\$1,000 1,500

5 to 10 lots	\$1,500 <u>2,250</u>
More than 10 lots, per lot	+\$100 <u>50</u>
Minor subdivisions	\$500 <u>750</u>
Major subdivisions:	
Fewer than 5 lots	\$1,000 <u>1,500</u>
5 to 10 lots	\$1,500 <u>2,250</u>
11 to 15 lots	\$2,000 <u>3,000</u>
16 to 25 lots	\$2,500 <u>3,750</u>
More than 25 lots	\$3,000 <u>4,500</u>
Amendments to subdivisions:	
Minor	\$500 <u>750</u>
Major	\$750 <u>1,125</u>
Site plan review (based on square feet of new footprint of structures and parking/paving):	
Less than 2,000 square feet	\$500 <u>750</u>
2,000 to 9,999 square feet	\$1,000 <u>1,500</u>
10,000 to 19,999 square feet	\$1,200 <u>1,800</u>
20,000 to 39,999 square feet	\$1,600 <u>2,400</u>
40,000 to 59,999 square feet	\$2,000 <u>3,000</u>
More than 59,999 square feet	\$3,000 <u>4,500</u>
Amendments to approved site plans (no parking/paving) increase in square feet of footprint of structure and	\$500 <u>750</u>
Extraction Review	\$1,000 <u>1,500</u>
Conditional Use Permits	\$500 <u>750</u>
Miscellaneous Review	\$400 <u>600</u>

- B. A draw account shall be set up for engineering inspection costs for all applicable projects. The amount is due before final project approval. The minimum deposit is based on the following spreadsheet. If a project's costs exceed the minimum amounts shown, the applicant shall be required to submit additional funds to cover the inspection costs, and occupancy permits may be withheld until these additional fees funds are paid.

Schedule for Engineering Inspection Draw Account Project Types

Project Types	Minimum Deposit
Private ways (based on number of lots serviced, with no subdivision involved)	
1 lot	\$500 <u>750</u>
2 lots	\$750 <u>1,125</u>

3 to 4 lots	\$1,000 <u>1,500</u>
5 to 10 lots	\$1,500 <u>2,250</u>
More than 10 lots, per lot	+\$100 <u>150</u>
Subdivisions:	
Fewer than 5 lots	\$2,000 <u>3,000</u>
5 to 15 lots	\$2,500 <u>3,750</u>
More than 15 lots	\$3,000 <u>4,500</u>
Site plan review (based on square feet of new footprint of structures and parking/paving):	
Less than 2,000 square feet	\$500 <u>750</u>
2,000 to 9,999 square feet	\$1,000 <u>1,500</u>
10,000 to 39,999 square feet	\$1,500 <u>2,250</u>
40,000 to 79,999 square feet	\$2,000 <u>3,000</u>
More than 80,000 square feet	\$3,000 <u>4,500</u>
Miscellaneous inspection	\$400 <u>600</u>

- C. At the end of the review process, any remaining funds shall be returned to the applicant. The City of Biddeford will have 45 days from the date of the notice of decision for review draw accounts to process and forward the remaining funds to the applicant. For inspection draw accounts, the City of Biddeford shall have 45 days from when the engineering department submits its final report approving the project.

4. Subdivision review.

- A. Charges for subdivision review are nonrefundable. The fees shall be as follows:

1. Minor subdivisions.

- a. No more than four lots;
- b. All lots having required street frontage on existing accepted streets or roads.

- (1) ~~\$500 plus \$100~~ 300 per lot or dwelling unit (40% is due at concept application submission, with the remaining 60% due at preliminary application submission); or
- (2) ~~\$100-300 per lot or dwelling unit amended~~ for minor revisions to approved plans (100% due at time of application).

2. Major subdivisions.

- a. Five or more lots; and/or

- b. Construction of new street or roadway, either public or private;
- c. Extension of water and sewer lines to service the several lots.
 - (1) ~~\$500 plus \$100~~ \$300 per lot or dwelling unit (40% is due at concept application submission, with the remaining 60% due at preliminary application submission);
 - (2) ~~\$500~~ \$750 for final (100% due at time of final application); and/ or
 - (3) ~~\$100~~ \$300 per lot or dwelling unit amended for minor revisions to approved plans (100% due at time of application).
- 3. These charges shall be paid at time of application. No project shall be presented to the Planning Board for preliminary approval without having paid these charges.
- B. Further, in the event that a given project may require more detailed review and analysis, which would include any additional review of preliminary and final review of subdivision plans, excluding the concept, and initial preliminary and final reviews, the Planning Board when determining the level of review needed, will require that a draw account be established to cover the additional costs.
 - 1. The Board shall require an estimate of costs for review from the Planning Department and the City Engineer. This cost shall be based on the estimated amount of time needed to review the project and the hourly pay rate for the given department. Work orders for reviews shall be maintained by the Planning/Engineering departments and shall be made part of the project file.
 - 2. A minimum of ~~\$1,500~~ \$2,250 shall be deposited with the City through the Planning Department. This sum shall be deposited into a non-interest-bearing draw account. Once authorization is given from the Engineering Department in the form of an invoice, the Finance Department shall make drafts from the draw account, payable to the City of Biddeford. When this account is drawn down to a level of \$500 or less, the applicant shall be required to deposit an additional \$1,500.
 - 3. At the end of the review process, any remaining funds shall be returned to the applicant. The City of Biddeford will have 45 days from the date of the notice of decision to process and forward the remaining draw account to the applicant.
- C. All applications shall include a nonrefundable administrative fee of ~~\$20~~ \$60 to be submitted at the time of application.

5. Site review.

- A. Charges for site review such as for multifamily, commercial, industrial or nonprofit, and other development, are due at the time of application. No project shall be presented to the Planning Board for final approval without having paid these charges. All fees are nonrefundable and are as follows:

(1) Site plan review:

- a. ~~\$250~~750 for up to ~~19~~999 square feet footprint of structures and paving/parking;
- ~~b. \$500 for 2,000 to 9,999 square feet footprint of structures and paving/parking;~~
- ~~c. b.~~ ~~\$1,000~~1,300 for 10,000 to 14,999 square feet footprint of structures and paving/parking;
- ~~d. c.~~ ~~\$1,500~~2,000 for 15,000 to 19,999 square feet footprint of structures and paving/parking;
- ~~e. d.~~ ~~\$2,000~~2,700 for 20,000 to 29,999 square feet footprint of structures and paving/parking;
- ~~f. e.~~ For projects with more than 29,999 square feet footprint of structures and paving/parking, ~~\$2,000~~2,400 plus an additional ~~\$15~~20 for each additional 1,000 square feet footprint of structures and paving/parking (rounded to the nearest 1,000 square feet).

(2) Any conversion with no new construction: ~~\$100~~150.

- B. All applications shall include a nonrefundable administrative fee of ~~\$40~~75 to be submitted at the time of application.
- C. Further, in the event that a given project may require more detailed review and analysis, which would include any additional review of final review of site plans, excluding the pre-conference review, the Planning Board when determining the level of review needed, will require that a draw account be established to cover the additional costs.
 - 1. The Board shall require an estimate of costs for review from the Planning Department and the City Engineer. This cost shall be based on the estimated amount of time needed to review the project and the hourly pay rate for the given department. Work orders for reviews shall be maintained by the Planning/Engineering Department shall be made part of the project file.
 - 2. A minimum of ~~\$1,500~~2,250 shall be deposited with the City through the Planning Department. This sum shall be deposited into a non- interest-bearing draw account. Once authorization is given from the Engineering Department in the form of an invoice, the Finance Department shall make drafts from the draw account, payable to the City of Biddeford. When this account is drawn down to a level of ~~\$500~~750 or less, the applicant shall be required to deposit an additional ~~\$1,500~~2,250.
 - 3. At the end of the review process, any remaining funds shall be returned to the applicant. The City of Biddeford will have 45 days from the date of the notice of decision to process and forward the remaining draw account to the applicant.

6. Conditional use.

- A. Charges for these reviews shall be the same as either subdivision or site review. Basic application fee is \$~~200~~300.
- B. The applicant shall pay for legal expenses and engineering expenses incurred by the City in reviewing plans.
- C. All applications shall include a nonrefundable administrative fee of \$4075 to be submitted at the time of application.

7. Other reviews.

- A. Any proposed amendments to the Zoning Ordinance or Zoning Map shall be charged a \$~~1,000~~1,300 nonrefundable fee, plus the applicant shall pay for legal expenses and engineering expenses incurred by the City in reviewing plans.
- ~~B. Basic application fees for other reviews such as home occupations, private right of way, minor lot line revision, and change of use is \$200.~~
- ~~C.~~B. All applications shall include a nonrefundable administrative fee of \$4075 to be submitted at the time of application.

8. Contract and conditional zones.

- A. \$~~1,000~~1,300 per application (this includes contract and conditional zoning, and would not be proposed until passed the concept stage at Council).
- B. The applicant shall pay for legal expenses and engineering expenses incurred by the City in reviewing plans, contract documents and developing the agreement.
- C. All applications shall include a nonrefundable administrative fee of \$4075 to be submitted at the time of application.

9. Administrative appeals and variance requests.

- A. A fee of \$~~50~~75 shall be charged to cover administrative costs for administrative appeals and variance requests. Such fee shall be paid by check to the City of Biddeford at time of application.
- B. The applicant may be charged additional costs for photocopying and legal reviews. Such costs shall be substantiated by invoice from the legal fi involved or a listing of copies made (photocopying costs shall not exceed \$5075).
- C. Applicants shall pay for first class postage for notification of abutters. This cost shall be billed to the applicant prior to final approval of plans.

10. Shoreland Zoning review.

Review fee: ~~\$100~~300, due at time of application. All applications shall include a nonrefundable administrative fee of ~~\$40~~75 to be submitted at the time of application.

11. Extraction review.

- A. Review fee: ~~\$100~~300, due at time of application. All applications shall include a nonrefundable administrative fee of ~~\$40~~75 to be submitted at the time of application.
- B. Further, in the event that a given project may require more detailed review and analysis, the Planning Board when determining the level of review needed, will require that a draw account be established to cover the additional costs.
 - 1. The Board shall require an estimate of costs for review from the Planning Department and the City Engineer. This cost shall be based on the estimated amount of time needed to review the project and the hourly pay rate for the given department. Work orders for reviews shall be maintained by the Planning/Engineering Departments and shall be made part of the project file.
 - 2. A minimum of ~~\$1,500~~2,250 shall be deposited with the City through the Planning Department. This sum shall be deposited into a non- interest-bearing draw account. Once authorization is given from the Engineering Department in the form of an invoice, the Finance Department shall make drafts from the draw account, payable to the City of Biddeford. When this account is drawn down to a level of ~~\$500~~750 or less, the applicant shall be required to deposit an additional ~~\$1,500~~2,250.
 - 3. At the end of the review process, any remaining funds shall be returned to the applicant. The City of Biddeford will have 45 days from the date of the notice of decision to process and forward the remaining draw account to the applicant.

12. Historic preservation certificate of appropriateness. [Added 4-16-2013 by Ord. No. 2013.25]

- A. Commission review: application fee of ~~\$100~~200, plus administration fee of ~~\$40~~75.
- B. Subcommittee review: ~~of minor~~ application ~~fee of \$~~no fee\$50, with no
administration fee.

February 11, 2021

Greg Tansley
City Planner
City of Biddeford
P.O. Box 586, 205 Main Street
Biddeford, Maine 04005

**RE: Shoreland Zoning Permit for
Determination of Greatest Practical Extent
49 Mile Stretch Road
Biddeford, Maine 04005**

Mr. Tansley:

Walsh Engineering Associates, Inc. (WEA) is pleased to submit the attached application for a Shoreland Zoning Permit on behalf of 49 Mile Stretch Road, care of Brian Anderson, (Applicant). The property is approximately 300 feet by 300 feet and encompasses 102,853 square feet. The lot is accessed by a private right-of-way off Mile Stretch Road.

The property is located in the Limited Residential (LR) and Resource Protection (RP) Zoning Districts. The RP Zoning District does not allow residential structures. The existing structure is entirely non-conforming because it is within the front setback and it is within 75 feet of the highest annual tide (HAT).

At our meeting on November 9, 2020, we were told that we could enclose the front porch and replace the house and deck in its current location if it could be determined that the foundation was structurally unsound and needed to be replaced. We have enclosed a December 14, 2020 letter from a structural engineer recommending replacement. This replacement foundation would meet the requirements of Maine DEP Chapter 355 *Coastal Sand Dune Rules* to allow for the movement of sand and water.

Additionally, to replace the structure on the lot we will need a determination from the Biddeford Planning Board that it has been relocated “to the greatest practical extent” from the resource (HAT). We understand that the Board normally looks at the extent of the existing structure when considering this issue. We have prepared a plan that shows a line that encompasses the west and north sides of the existing garage, then over to the corner of the house, to the corner of the deck and then down along the deck and house on the east side of the property.

This plan would replace the existing house and garage, totaling 1,634 square feet with a new 1,534 square foot house on a new foundation. The new house would be located more than 25 feet from the highest annual tide line. The portion of new house within the footprint of the existing house and porch would be no higher than the existing house. The portion of the new house outside the footprint of the existing house would be no higher than 20 feet above the ground.

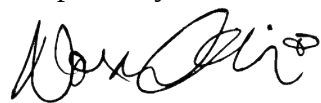
We request that the Planning Board determine that the proposed plan meets the requirements of Section 12 of the Biddeford Shoreland Zoning Ordinance. Specifically, in Section 12.C.3 the Board shall consider:

- The size of the lot: The lot is very large, however all but most of it is below the HAT and cannot be developed. The site of the proposed relocation and replacement is the only developable spot on the property.
- The slope of the land: The lot is fairly flat and does not cause any site restrictions.
- The potential for soil erosion: Again, the lot is fairly flat and normal soil erosion control measures will protect the resource.
- The location of other structures on the property and on adjacent properties: The proposed replacement house will be in the same location as the existing house and no closer to the structure to the northeast.
- The location of the septic system: The existing septic system, located in the lawn to the north of the house, is fairly new and was designed for four bedrooms. The replacement house would have four bedrooms as well.
- The type and amount of vegetation to be removed: The only vegetation to be removed would be some foundation plantings around the existing house and garage. These would be replaced as part of the landscaping for the replacement house.

Please advise us that the foundation report is adequate for us to tear down the existing structure to replace the foundation, then build a new house on that foundation and within the footprint of the existing house in the front setback. The replacement house, decks, etc. will also need to meet the setbacks approved by the Planning Board and other restrictions as to height and total footprint.

We trust that we have provided the necessary information for review by the Planning Board for determination of “greatest practical extent”. Please contact us if you have any questions or require additional information.

Respectfully,



Norman G. Chamberlain, II, P.E.
Walsh Engineering Associates, Inc.

cc: Brian Anderson

Enc.: Ten copies each of:

- Site Plan Review Application
- Agent Authorization
- Application Fee (\$140, previously submitted)
- Site Location Plan
- Site Photos
- Structural Foundation Report
- Survey Plan
- C1.0 – Greatest Practical Extent Plan

CITY OF BIDDEFORD, MAINE
PLANNING BOARD
P.O. Box 586, 205 Main Street Biddeford, Maine 04005
207-284-9115

APPLICATION FORM

Type of Application:

- | | | |
|---|---|--------------------------------------|
| ☒ Shoreland Zoning Permit | ☐ Site Plan Review | ☐ Extraction |
| ☐ Conditional Use Permit | ☐ Subdivision | ☐ Private Way |
| ☐ Other: _____ | | |

Applicant Information:

Applicant's Name: Brian Anderson

Applicant's Mailing Address: 1 Taft Street, Ayer, Massachusetts 01432

Applicant's Telephone: _____

What is Applicant's legal interest in the property?

- ☒ Owner ☐ Potential Buyer with Contract ☐ Lease/Rental Agreement

Owner's Name: Brian Anderson

Owner's Address: 1 Taft Street, Ayer, Massachusetts 01432

Owner's Telephone: _____

Agent's Name: Walsh Engineering Associates, Inc.

Agent's Address: 1 Karen Drive, Suite 2a, Westbrook, Maine 04092

Telephone: 207-558-9898

Engineer/Surveyor: Walsh Engineering Associates, Inc.

Engineer/Surveyor's Address: 1 Karen Drive, Suite 2a, Westbrook, Maine 04092

Telephone: 207-558-9898

Project Location and Lot Information:

Street Address: 49 Mile Stretch Road, Biddeford, Maine 04005

Tax Map: 62 Lot: 29,30,31,32

Current Zoning: LR: Limited Residential Shoreland Zoning: LR: Limited Residential

Size of lot: 102,853 ☐ acres ☒ s.f. Lot Frontage: 297.99 ft

Existing Use of Property: _____

Property is a coastal beach home, single-family dwelling.

Property currently serviced by:

☒ City Road

☐ Private Road

☐ Public Sewer

☒ Septic System

☒ Public Water

☐ Private Well

☒ Public Trash

☐ Private Hauler

Slope Conditions in Area of Construction (if applicable):

☒ Flat (0-3 % slope) ☐ Rolling (3-8% slope) ☐ Hilly (8-15% slope) ☐ Steep (15% + slope)

Are there any wetlands or waterbodies on the site? ☒ Yes ☐ No If yes, attach information

Do you plan to bring fill onto the lot? ☐ Yes ☒ No If yes, attach information

Description of proposed use of property:

Project/Proposed Use Description: _____

Property is a coastal beach home, single-family dwelling.

Property to be serviced by:

☒ City Road

☐ Private Road

☐ Public Sewer

☒ Septic System

☒ Public Water

☐ Private Well

☒ Public Trash

☐ Private Hauler

Is this project part of a larger project? ☐ Yes ☒ No

☒ If in a Shoreland Zone:

Percent of residential lot coverage (Max. 20%): 6.4%

Percent of structure expansion (Max. 30%): 1.2%

☐ If Subdivision Review, number of lots proposed: _____

☐ If a Private Way is proposed, number of lots served: _____

☐ **If Site Plan Review, you must provide the following information:**

Total new square feet footprint of structures: _____

Total new square feet paving/parking: _____

Waiver Requests (attach details):

1. _____
2. _____
3. _____
4. _____
5. _____

Attachments:

A. Letters of Approval

- ☐ Fire Department - Contact Chief or Deputy Chief - 282-9986
- ☐ Ability to Serve for Water Service – Maine Water - 282-1543
- ☐ Ability to Serve for Sewer Service- Engineering Dept (Sewer) - Tom Milligan 284-9118
- ☐ Police Department - E-911 Road Name Designation - Contact Joanne Fisk - 282-5127

B. Letter to Planning Board describing project, waiver requests, proposed improvements, addressing permit requirements, etc.

C. Photographs of site.

D. Architectural renderings/drawings of proposed buildings, as required.

E. Engineered Plans, as required.

Fees (due at time of application):

Refer to “Attachment A Fees and Charges” of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and it's attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting this application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

☐ Project proposed to have 1 acre or more of site disturbance:

-Project may need to apply for a Maine Construction General Permit and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.

Signature of applicant:



Date: _____

Signature of owner of property:



Date: 2/12/2021

**IF PLAN APPROVAL IS ANTICIPATED, PROVIDE 2 FULL SIZE MYLARS & 2 FULL SIZE PAPER COPIES FOR BOARD SIGNATURE (AS APPLICABLE).
CHECK WITH PLANNING STAFF FOR CLARIFICATION.**

CHECKLIST FOR *SITE PLAN* REQUIREMENTS

YES NO

- | | | |
|-------------------------------------|-------------------------------------|--|
| ☒ | ☐ | Be on sheet size of 24 by 36 inches. |
| ☐ | ☒ | The scale of said plan shall be not less than one inch equals 50 feet and shall be indicated on the plat by use of a bar scale. |
| ☒ | ☐ | The plan shall bear the date, title, north point. |
| ☒ | ☐ | The plan shall contain a location or vicinity sketch (suggested scale one inch equals 800 feet). |
| ☒ | ☐ | The plan shall contain the name and address of the developer and applicant. |
| ☒ | ☐ | All appropriate dimensional requirements. |
| ☒ | ☐ | Existing and proposed easements. |
| ☒ | ☐ | Plan of the site showing existing watercourses and water bodies, seasonal wet areas. |
| ☐ | ☐ | Plan of the site showing soil type and location of test borings. |
| ☒ | ☐ | Location of all existing and proposed utilities. |
| ☒ | ☐ | Topographic contours (every five percent for zero to three percent slope; or every two feet for steeper areas). |
| ☐ | ☒ | Plan should include preservation and supplementation of existing dominant vegetation. |
| ☒ | ☐ | Plan shall indicate which features are to be retained and which are to be removed or altered. |
| ☒ | ☐ | Location of stonewalls, graveyards, fences, stands of trees, and other important unique natural areas and site features, including but not limited to floodplains, deer wintering areas, significant wildlife habitats, fisheries, scenic areas, habitat for rare and endangered plants and animals, unique natural communities and natural areas, sand and gravel aquifers, and historic and/or archaeological resources, together with description of such features. |
| ☒ | ☐ | Plan view of all buildings with their use, size, location, and first-floor elevation in respect to grade. |
| ☒ | ☐ | Standard elevation view of existing and proposed buildings or structures on-site. |

YES **NO**

- | | | |
|-------------------------------------|-------------------------------------|---|
| ☐ | ☒ | Outline of any buildings located within 200 feet of such existing or proposed buildings or structures indicating their shape, size, location, heights and volume. |
| ☒ | ☐ | Existing use of abutting properties shall be identified with approximate location of any structures thereon including access roads. |
| ☐ | ☐ | Location, width, curbing, and paving of access ways, egress ways, and streets within the site for both pedestrian and vehicular use. |
| ☐ | ☒ | The location of off-street parking and loading spaces with a layout of the parking indicated. |
| ☐ | ☐ | The size and proposed location of water mains and sanitary sewerage facilities will all necessary engineering data. |
| ☐ | ☐ | The size and location of all other existing and proposed public service connections including, without limitation, gas lines, power lines, telephone lines, and fire alarm connections and locations, indicating whether above or below ground. |
| ☐ | ☐ | The type, nature, and composition of all solid, liquid, and gaseous waste, industrial or otherwise, and the location, type, and design criteria of the storage and disposal facilities dealing with such waste. |
| ☐ | ☒ | A landscape plan and open space areas indicating grade change, vegetation to be preserved, new plantings used to stabilize areas of cut and fill, screening; plus size, location, purpose and type of vegetation. |
| ☐ | ☐ | A drainage plan including location, elevation, layout of catch basins and other surface and subsurface drainage features. |
| ☐ | ☐ | Location, size and design of proposed signs and other advertising or instructional devices. |
| ☐ | ☐ | Existing and proposed contours and finished grade elevations as well as the type, extent, and location of existing and proposed landscaping and open space areas which will be retained. |
| ☐ | ☒ | Location and type of lighting for outdoor facilities. |
| ☒ | ☐ | Lines of existing and proposed abutting streets showing width. |
| ☒ | ☐ | Surveyed property lines showing their bearing and distances and monument locations. |
| ☐ | ☒ | If subdivision is involved, the lines and names of all proposed streets, lanes, ways, or easements intended to be dedicated for public or private use. |

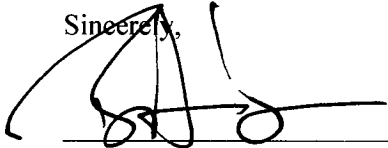
YES **NO**

- | | | |
|-------------------------------------|--------------------------|---|
| ☐ | ☐ | Provide copies of any covenants or restrictions that are intended to cover all or part of the land area to be developed. |
| ☒ | ☐ | Indicate limits of the wetland areas on the property. |
| ☐ | ☐ | Delineate existing zoning boundaries within 1,000 feet of the site. |
| ☒ | ☐ | Stamp and signature of either a Maine licensed land surveyor, professional engineer, or architect responsible for said plan. |
| ☐ | ☐ | Any other exhibits or data deemed necessary by the Planning Board to evaluate the proposed development for site plan review purposes. |

To Whom It May Concern,

By this letter, the undersigned authorizes Walsh Engineering Associates, Inc. to act as the agent for the undersigned in the preparation and submission of all Federal, State, and Local permit applications and relevant documents and correspondence for all necessary permits for the construction on the property identified as 49 Mile Stretch Road, Biddeford, Maine to attend meetings and site visits; to appear before all boards, commissions, and committees, and to provide such other services as are necessary and appropriate in furtherance of the aforementioned project.

Sincerely,

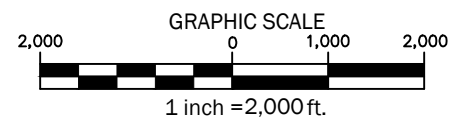


Signature

Printed Name and Title

9/11/2020

Date



WALSH
ENGINEERING ASSOCIATES, INC.

One Karen Dr., Suite 2A | Westbrook, Maine 04092
ph: 207.553.9898 | www.walsh-eng.com

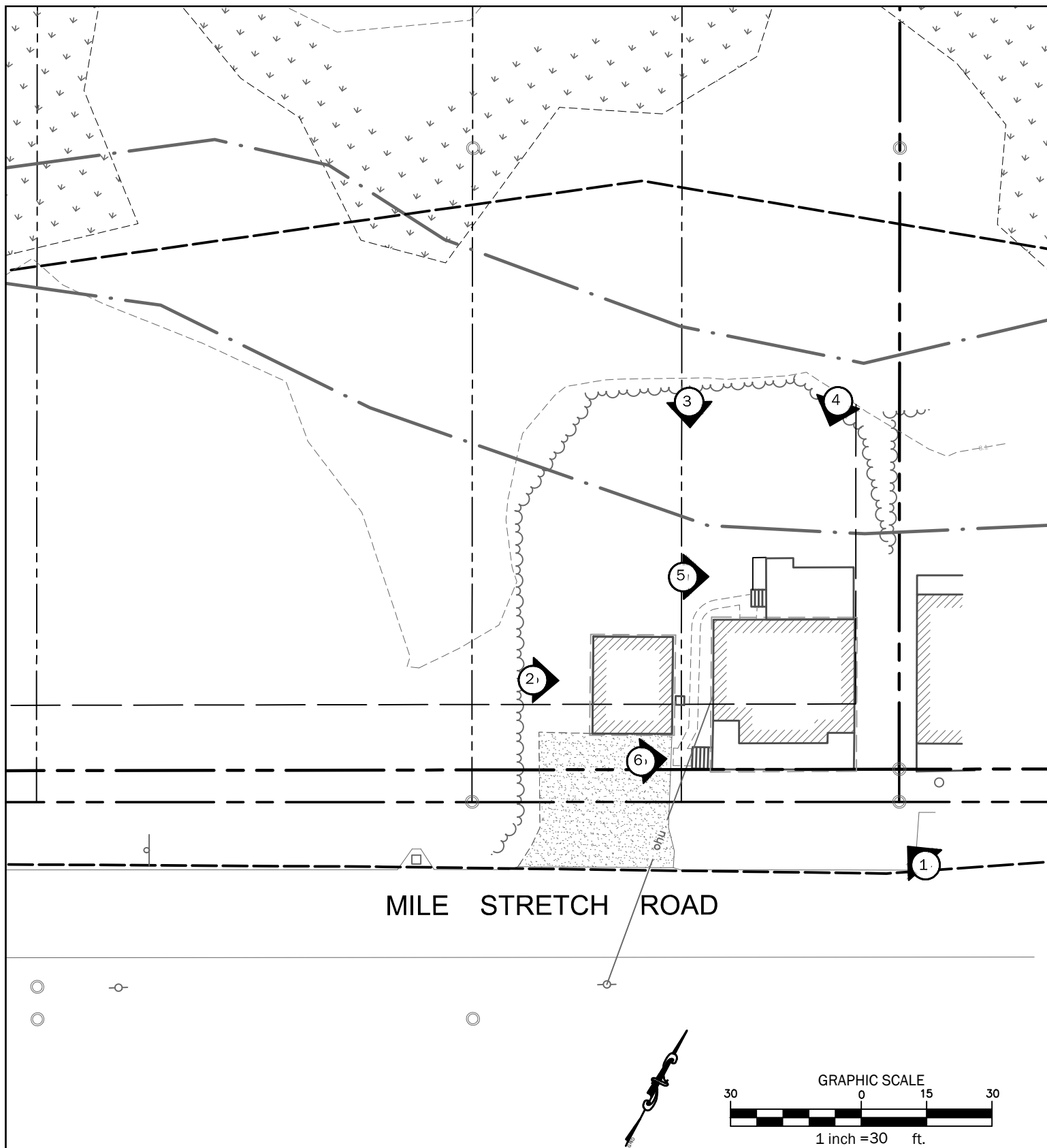
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49 Mile Stretch Road

49 Mile Stretch Road
Biddeford, Maine 04005

Sheet Title:
Site Location Plan

Job No.:	694
Date:	09/10/2020
Scale:	AS SHOWN
Drawn:	TFG
Checked:	NGC



WALSH
ENGINEERING ASSOCIATES, INC.

One Karen Dr., Suite 2A | Westbrook, Maine 04092
ph: 207.553.9898 | www.walsh-eng.com

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49 Mile Stretch Road

49 Mile Stretch Road
Biddeford, Maine 04005

Sheet Title:

**Photo
Location Plan**

Job No.: 694

Date: 09/15/2020

Scale: AS SHOWN

Drawn: TFG

Checked: NGC



Photo 1: Southeast corner of property facing Building



Photo 2: South Wall of Garage



Photo 3: North of property facing building



Photo 4: North corner of property showing building and property line



Photo 5: Back deck of building



Photo 6: Covered front porch



December 14, 2020

David Graham
Graham Architects
2 Storer St, Suite 204
Kennebunk, ME 04043

Reference:
Existing Building Assessment
Anderson Residence
49 Mile Stretch Rd
Biddeford Pool, Maine

Structural Integrity Job Number: 20-0149

Dear Mr. Graham,

This letter is to confirm that a representative of Structural Integrity has visited the above referenced site to observe the existing structure at the above-mentioned location.

Based on our observations on site it is apparent that the existing structure is not on a frost protected foundation. In addition to this the foundation appears to be constructed using un-reinforced concrete masonry units (CMU) which appear to have deteriorated. The foundation also showed signs of movement from the above mention deterioration.

We recommend that the existing foundation is replaced with a flood proof and frost protected foundation.

Please do not hesitate to call with any questions or if I can be of further assistance.

Sincerely,

A handwritten signature in green ink that reads "Aaron C. Jones".

Aaron C. Jones, P.E., SECB, LEED AP
President



12/14/20

**PLANNING
BOARD REPORT**

April 14, 2021

Biddeford Planning Board
Greg Tansley, City Planner
City of Biddeford
205 Main Street
Biddeford, Maine 04005

Application: Anderson Residence – Brian Anderson
49 Mile Stretch Road (Tax Map 62 Lot 29 thru 32)

Reconstruction of a Nonconforming Structure in the Shoreland Zone

Review Status: New Application

Board members and Mr. Tansley,

The following application information has been provided for review:

1. Application, narrative and map/photo exhibits, prepared by Walsh Engineering Associates, Inc., dated 2/11/2021.
2. Letter from Structural Integrity Consulting Engineers, Inc. dated 12/14/2020.
3. Plan entitled: *Plan showing a Boundary Survey Made for Brian T. Anderson and Anne M. Anderson...Parcel located at 49 Stretch Road, Biddeford, Maine.* Prepared Dow & Coulombe, Inc., dated 2/13/2020
4. Plan entitled: *Greatest Practical Extent Plan, 49 Mile Stretch Road, Biddeford, Maine, prepared by Brian Anderson.* Dated 2/5/2021 (submitted 3/11/2021)

With review of the above information and the City's Land Development Regulations I offer the following comments on compliance with the Town's ordinances.

PROJECT DESCRIPTION

The project site is a developed lot (several parcels per the Tax Map) located within the Shoreland Zone (Resource Protection) and Coastal Residential base zone. The applicant is seeking to replace the existing building, a nonconforming structure, with a new dwelling which requires the Planning Board to determine if the new location meets the setback from the protected resource *to the greatest practical extent*. The Coastal Back Sand Dune boundary provides for another level of review, administered by the Maine Department of Environmental Protection (MDEP). The applicant will be required to submit a Natural Resources Protection Act (NRPA) permit to the MDEP for review and approval.

APPLICATION COMPLETENESS REVIEW

The application is before the Planning Board for reconstruction of a nonconforming building within the shoreland zone per Article XIV Shoreland Zoning Ordinance, Section 12.C.4 Reconstruction. As outlined in this provision, the Planning Board is required to determine to the greatest practical extent the distance the new structure can be located from the protected resource, as directed in Section 12.C.3 Relocation. When considering the sections above and Section 16 Administration, **the application submitted appears be complete.**

COMPLIANCE WITH THE CITY'S ORDINANCES

LAND USE REGULATIONS

Section 12.C.4 allows the reconstruction of a nonconforming structure in the Shoreland Zone when the Planning Board determines the new location is at a distance to the greatest practical extent from the Protected Resource. The existing building is within the 100 and 75 foot Limited Residential (LR) District Setback. When determining the greatest practical extent, the Board considers factors outlined in Section 12.C.3 and included below:

- *the size of the lot,*
- *the slope of the land,*
- *the potential for soil erosion,*
- *the location of other structures on the property and on adjacent properties,*
- *the location of the septic system and other on-site soils suitable for septic systems, and*
- *the type and amount of vegetation to be removed to accomplish the relocation.*

The applicant addresses each of the above factors in the submitted cover letter. It is suggested that due primarily to the property having no building envelope as a result of the minimum setbacks from the protected resource and the street ROW (15-foot setback), there is no suitable location other than no-closer than 25 feet from the westerly Highest Annual Tide (HAT) line and 32.52 feet from northerly HAT. The applicant has depicted a line referenced as the building footprint limits (dashed red line) on the plan, Sheet C1.0.

ADDITIONAL COMMENTS

The Plan (Sheet C.1.0) needs the following revisions:

1. An approval signatory block that states: *This plan depicts reconstruction of the non-conforming structure to meet the required shoreland setback to the greatest practical extent, pursuant to Article XIV, Section 12.C.4 of the City of Biddeford Code.* The actual signatory section below this statement shall include the City Planner and date instead of the Planning Board Chair with a note underneath that states: *Greg Tansley, City Planner, duly authorized to sign on behalf of the Biddeford Planning Board.* Lastly, another note that reads: *Note: this plan is signed by the City Planner on behalf of the Biddeford Planning Board and shall be deemed to have been signed by the individual members of the Planning Board evidencing approval of the final plans.*

2. Amend General Note #1 to read: *THIS PLAN SHOWS THE LOCATION OF THE PROPOSED RECONSTRUCTED NONCONFORMING STRUCTURE TO THE GREATEST PRACTICAL EXTENT, PER SECTION 12 ARTICLE, XIV OF THE LAND DEVELOPMENT REGULATIONS AND AS APPROVED BY THE BIDDEFORD PLANNING BOARD ON _____, 2021. THE NEW BUILDING WILL BE NO CLOSER THAN 25 FEET FROM THE HIGHEST ANNUAL TIDE (HAT) LINE TO THE WEST AND NO CLOSER THAN 32.52 FEET FROM THE HAT LINE TO THE NORTH.*
3. A plan note that references the setbacks depicted on the plan (25 feet and 75 feet) and the ordinance provision they are associated with (Sec. 12.C.1.c.i).
4. Zoning information needs to reflect the Resource Protection zone.
5. Title of the Plan should read: *Shoreland Zone Setback Requirement to the Greatest Practical Extent – Site Plan.*
6. Conditions of approval, when finalized, to be placed on the plan.

WAIVER REQUESTS

None requested.

CONCLUSION

The Planning Board should review Section 12.C.4 and 12.C.3 for the determination to locating a new nonconforming structure from the protected resource to the greatest practical extent, as well as Section 16.D that includes the approval criteria where a positive finding by the Board is required.

The submitted application appears to address the applicable provisions in the City's Shoreland Zoning Ordinance (Article XIV) and is not contrary to the nine criterions outlined in Sec. 16.D a conditional approval (conditioned to recommended plan revisions) appears to be in order.

SUGGESTED MOTION

Move to approve the application by Brian Anderson for the property at 49 Mile Stretch Road, Tax Map 62 Lot 29 thru 32 for the Reconstruction of a Nonconforming Structure within the Shoreland Zone and the Findings of Fact with the conditions recommended by Staff in its Draft Findings of Fact provided for April 21, 2021.

(See Draft Findings of Fact for suggested conditions)

Feel free to contact me with questions.

Best regards,

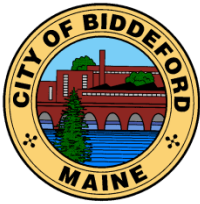


Christopher Di Matteo

Contract Planner for the City of Biddeford

cdimatteo@longmeadowpla.com

207.604.4245



CITY OF BIDDEFORD

Planning and Development Department

205 Main Street

P.O. Box 586

Biddeford, ME 04005

(207) 282-7119 or (207) 284-9115

FINDINGS OF FACT AND CONCLUSIONS OF LAW RECONSTRUCTION OF A NONCONFORMING STRUCTURE WITHIN THE SHORELAND ZONE

Determination of the Required Setback to the Greatest Practical Extent

Pursuant to the provisions of the City of Biddeford Land Development Regulations Article XIV, Shoreland Zoning, the Biddeford Planning Board has considered the application by **Brian Anderson**, including supportive data, public hearing testimony and related materials contained in the record. Based on Public Comment and Staff's review and recommendation, the Planning Board makes the following Findings of Fact and Conclusions of Law:

Findings of Fact:

1.	Applicant:	Brian Anderson 1 Taft Street, Ayer MA 01432
2.	Owner of Property:	Brian T. Anderson and Anne M. Anderson 1 Taft Street, Ayer MA 01432
3.	Agent:	Norman G. Chamberlain II Walsh Engineering Associates, Inc 1 Karen Drive, Westbrook, ME 04092
4.	Surveyor:	Dow & Coulombe, Inc 12 Park Street Saco ME 04072
4.	Project Location:	49 Mile Stretch Road Biddeford, ME 04005
5.	Project Tax Map #/Lot #:	Tax Map 62 Lot 29 thru 32
6.	Lot Size:	23,710 SF +/- (area above the HAT)
7.	Base Zoning:	Coastal Residential
8.	Overlay Zoning:	Resource Protection (RP) Shoreland Zone
9.	Designations:	Back Coastal Dune Boundary
10.	Existing Use:	Single-family dwelling
11.	Proposed Use:	Single family dwelling
12.	Floodplain Status:	Not a Flood hazard area within the redevelopment area
13.	Approvals Required:	Determination the Required Setback to the Greatest Practical Extent
14.	Uses in the Vicinity:	Single family dwelling
15.	Dimensional Requirements (Base Zone):	
	Min. Setback from R.O.W: 25 FT	Minimum Rear Setback: 25 FT

	Minimum Side Setback: 25 FT	Maximum Height: 3 stories / 35 FT
	Minimum Setback from the normal high-water line (Highest Annual Tide) of other water bodies, tributary streams, or the upland edge of a wetland: 100 FT. Reconstruction of a nonconforming structure located less than the required setback for a new structure is to be located to the greatest practical extent from the shoreline (HAT) as depicted on the approved plans (referenced below) and signed by the Planning Board considering all factors outlined in Section 12.C.3 and 12.C.4 of Article XIV (Shoreland Zoning Ordinance) of the City's Land Development Regulations and subject to the Board's Conditions of Approval.	
16.	Waivers Needed:	a. None
17.	Waivers Granted:	a. None
18.	Variances Needed for Approval:	None.
19.	Other Approvals Required:	Building Permits from the Biddeford Code Enforcement Office.
20.	Other Permits Obtained:	None.
21.	Other Non-City Permits Required:	Maine DEP NRPA Permit – Coastal Dune
22.	LDR Attachment A: Fess Paid:	Yes
23.	Application Materials Submitted: 1. Application, narrative and map/photo exhibits, prepared by Walsh Engineering Associates, Inc., dated 2/12/2021. 2. Letter from Structural Integrity Consulting Engineers, Inc. dated 12/14/2020. 3. Plan entitled: <i>Plan showing a Boundary Survey Made for Brian T. Anderson and Anne M. Anderson...Parcel located at 49 Stretch Road, Biddeford, Maine.</i> Prepared Dow & Coulombe, Inc., dated 2/13/2020 4. Plan entitled: <i>Greatest Practical Extent Plan, 49 Mile Stretch Road, Biddeford, Maine, prepared by Brian Anderson.</i> Dated 2/5/2021 (submitted 3/11/2021)	
24.	Planning Board Review History:	
	Final review and approval of the required setback to the greatest practical extent on April 21, 2021.	

Conclusions of Law:

The Planning Board concludes based on the following that the proposed location of the nonconforming structure at 49 Mile Stretch Road, being no closer than 25 feet from the westerly Highest Annual Tide (HAT) line and 32.52 feet from northerly HAT, and as depicted on the approved plan for Brian Anderson, signed by the Planning Board or its designee, is in compliance with the required setback from the shoreline to the greatest practical extent.

1. Pursuant to the City's Land Use Regulations, Article XIV, Section 12.C, when considering the relocation, reconstruction or replacement of a nonconforming structure located less than the required setback from the shoreline, the Planning Board shall consider the following:
 - a. ***The size of the lot:*** Modest lot size and required minimum setbacks limits locating the structure further from the Highest Annual Tide elevation than shown on the plan;
 - b. ***The slope of the land:*** The topography is modest in relief and does not limit the location of the structure;
 - c. ***The potential for soil erosion:*** The property is located within a Back Dune and Erosion Hazard Area. Relocating the building to an area on the property other than the current building envelope may have the potential for soil erosion other than in the area already disturbed.
 - d. ***The location of other structures on the property and on adjacent properties:*** There are no other structures on the property to remain and the structures located adjacent to the property do not limit the location of the structure.
 - e. ***The location of the septic system and other on-site soils suitable for septic systems:*** The existing septic system is located north, between the building location and the Highest Annual Tide line, closer to the shoreline than the proposed and existing building location; and
 - f. ***The type and amount of vegetation to be removed to accomplish the relocation:*** The type and amount of vegetation likely to be removed is not significant and does not limit locating the structure further away from the protected resource.
2. Pursuant to the City's Land Use Regulations, Article XIV, Section 16.D, the Planning Board, based on the application submitted and information presented makes positive findings on the following:
 - a. ***Will maintain safe and healthful conditions;*** The structure's location is no closer to the shoreline than the existing building.
 - b. ***Will not result in water pollution, erosion, or sedimentation to surface waters;*** The structure's location is no closer to the shoreline than the existing building. Erosion and Sedimentation practices are to be in place for construction.
 - c. ***Will adequately provide for the disposal of all wastewater;*** A new

subsurface wastewater system will be reviewed and approved by the City's Plumbing Inspector prior to the issuance of a building permit.

- d. *Will not have an adverse impact on spawning grounds, fish, aquatic life, bird or other wildlife habitat;*** There are no such areas in proximity to the property that would incur an adverse impact.
- e. *Will conserve shore cover and visual, as well as actual, points of access to inland and coastal waters;*** The structure's location is no closer to the shoreline than the existing building.
- f. *Will protect archaeological and historic resources as designated in the comprehensive plan;*** The property has no designation.
- g. *Will not adversely affect existing commercial fishing or maritime activities in a commercial fisheries/maritime activities district;*** There are no such districts in proximity to the property that would incur an adverse impact.
- h. *Will avoid problems associated with floodplain development and use;*** The portion of the property being redeveloped is not located in the flood hazard zone. **and**
- i. *Is in conformance with the provisions of Section 15, Land Use Standards.***
The Applicant is required to submit a building permit application to the Code Enforcement Officer for review and approval, including conformance to Section 15.

Determination:

Based on the evidence available and the conclusions above, the Biddeford Planning Board approves the application with the following conditions:

Conditions of Approval:

Standard Shoreland Zoning Requirements related to Section 12.C.3 and 12.C.4 of Article XIV as follows:

- 1. Prior to signing the final plan, a revised plan per staff and Board comments shall be submitted to the City Planner for his review and approval**
- 2. No new (reconstruction) structure is permitted closer to the shoreline as what is depicted on the approved plan entitled: *Shoreland Zone Setback Requirement to the Greatest Practical Extent – Site Plan, 49 Mile Stretch Road, Biddeford... prepared for Brian Anderson, Prepared by Walsh Engineering, Associates, Inc. with the revision date* _____.**
- 3. No portion of the structure shall be reconstructed within the City Right-Of-Way.**
- 4. The Code Enforcement Officer shall review and approve conformance to provisions of Article XIV of the Land Development Regulations (Shoreland Zoning Ordinance)**

that are required in addition to the Planning Board's approval of the required setback to the greatest practical extent.

5. Trees removed in order to relocate a structure must be replanted with at least one native tree, three feet in height, for every tree removed. If more than five trees are planted, no one species of tree shall make up more than 50% of the number of trees planted. Replaced trees must be planted no further from the water or wetland than the trees that were removed. Other woody and herbaceous vegetation and ground cover that are removed or destroyed in order to relocate a structure must be reestablished. An area at least the same size as the area where vegetation and/or ground cover was disturbed, damaged, or removed must be reestablished within the setback area. The vegetation and/or ground cover must consist of similar native vegetation and/or ground cover that was disturbed, destroyed or removed.
6. Where feasible, when a structure is relocated on a parcel, the original location of the structure shall be replanted with vegetation which may consist of grasses, shrubs, trees, or a combination thereof.
7. Obtain all required permits from Maine Department of Environmental Protection and the Biddeford Code Enforcement Office.
8. This approval shall expire one year from the date below if a substantial start is not made in construction. If a substantial start is made within one year of the date below, the applicant shall have one additional year to complete the project, thereafter this approval shall expire.

Planning Board Chairman

Date

PLANNING BOARD
REPORT

April 15, 2021

Biddeford Planning Board
Greg Tansley, City Planner
City of Biddeford
205 Main Street
Biddeford, Maine 04005

Application: Adult Use an Medical Marijuana Products Manufacturing– High Tech Labs, LLC.
5 Drapeau Street (Tax Map 12 Lot 22)

Conditional Use Review

Review Status: New application.

Board members and Mr. Tansley,

The following application information has been provided for review:

1. Application form dated 4/1/2021.
2. Cover letter by Bethanie Z. S. Gardiner, High Tech Labs, dated 4/2/2021
3. Letter by Paul J. Gelardi, High Tech Labs, dated 4/1/2021 regarding Conditional Use standards (Sec. 6.B.1)
4. Letter by Paul J. Gelardi, High Tech Labs, dated 4/14/2021 regarding Section 77 Marijuana (Article VI Performance Standards under the Zoning Ordinance) Added 1-5-2021 by Ord. No. 2021.01, including High Tech Labs Standard Operating Procedures.
5. Waiver request by GO Development, dated 4/14/2021
6. Lease Agreement (Original 2017 and Amended 2021)
7. Previous Conditional Use approval for the site, Notice of Decision May 8, 2020.
8. Letter by Guy T. Lebreque, Jr., CWS Architects, dated 3/15/2021, regarding Ethanol Use Codes Evaluation.
9. Architectural Renovation Floor Plans and details, prepared by CWS Architects, dated 2/10/2021
10. Odor Control Layout

With review of the above information and the Land Development Regulations, I offer the following comments on compliance with the City's ordinances.

PROJECT DESCRIPTION

The project site, located in the Industrial -1 Zone, is an approx. 97,000 SF commercial building which 68,200 SF is being leased by Maine Organic Therapy's and Curaleaf Adult Use, LLC, recently before the Board for Conditional Use review. The applicant currently occupies 3,224 SF of the remaining 28,800 SF of building space for an extraction lab. The 4.6 AC lot includes 90 parking spaces and access to Drapeau Street. The proposal is to expand the lab area to a total of 6,188 SF. to include extraction and secondary processing as allowed under the land use *Marijuana products manufacturing facility*. No cultivation or testing is to be performed.

COMPLETENESS REVIEW

The application is before the Planning Board as required by Table of Land Uses, Article V (Establishment of Zones) of the Land Development Regulations where Adult Use Marijuana cultivation facilities are permitted in the I-1 zone as a Conditional Use, per Article VII and Article VI Performance Standards (specifically Section 77).

The applicant has prepared and submitted narratives that describe the application's compliance with the above provisions along with the required information related to program space and odor management. The **application appears to be complete** for Board's consideration.

COMPLIANCE WITH THE CITY'S ORDINANCES

PARKING

The applicant has communicated that there are 90 parking spaces on the site (confirmed with review of the City's GIS aerial imagery). The applicant states their plans to have as many as 9 employees at the facility during the maximum working shift. Applying the parking space requirements (Table 6-49B) for the industrial business activity (1 space per employee on the maximum working shift), the current uses/businesses would require 9 parking spaces. Considering the other tenants (Maine Organic Therapy's and Curaleaf Adult Use, LLC) require 60 parking spaces, and the pending application with Cloud Manufacturing Holdings, LLC, that requires 6 parking spaces, for a total of 75 spaces, it appears the site's current parking can accommodate this.

Other than the item above, the review focuses on compliance to the Conditional Use Standards (Sec. 6 in Art. VII) and Performance Standards for Marijuana (Sec 77 in Art. VI, recently revised). The applicant has provided a narrative that addresses these standards and it appears they demonstrate compliance.

WAIVER REQUESTS

The applicant is requesting a waiver from the **site development review requirements of Article XI Site Plan Review**. This seems reasonable since the proposed changes to the site are more aligned to maintenance when considering future paving and restriping parking without creating new impervious area.

CONCLUSION

The submitted application for a Conditional Use Permit to expand a Marijuana products manufacturing facility in an existing building appears to be in order. After review of the application material, presentation by the applicant, and public testimony, the Planning Board may want to consider granting conditional approval.

SUGGESTED MOTIONS

Move to waive the regulations of Article XI Site Plan Review, in its entirety, as permitted under Sec. 9.B.2 Waivers of the City's Land Development Regulations.

Move to approve the Conditional Use Permit for High Tech Labs, LLC. at 5 Drapeau Street (Tax Map 12, Lot 22) and the Findings of Fact with the conditions recommended by Staff in its Draft Findings of Fact provided for April 21, 2021.

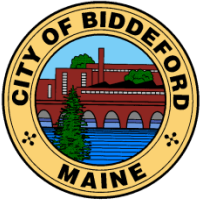
(See Draft Findings of Fact for suggested conditions)

Feel free to contact me with questions.

Best regards,



Christopher Di Matteo
City of Biddeford Contract Planner.
cdimatteo@longmeadowpla.com
207.604.4245



CITY OF BIDDEFORD

Planning and Development Department

205 Main Street

P.O. Box 586

Biddeford, ME 04005

(207) 282-7119 or (207) 284-9115

FINDINGS OF FACT AND CONCLUSIONS OF LAW CONDITIONAL USE PERMIT

Pursuant to the provisions of the City of Biddeford Land Development Regulations Article VII, Conditional Uses and other applicable provisions, the Biddeford Planning Board has considered the application of **High Tech Labs, LLC**, including supportive data, public hearing testimony and related materials contained in the record. Based on Public Comment and Staff's review and recommendation, the Planning Board makes the following Findings of Fact and Conclusions of Law:

Findings of Fact:

1.	Applicant:	High Tech Labs, LLC 5 Drapeau Street, Suite 103 Biddeford, ME 04005
2.	Owner of Property:	Go Development, LLC PO Box 111, Kennebunk, ME 04043
3.	Agent:	None
4.	Project Location:	5 Drapeau Street
5.	Project Tax Map #/Lot #:	Tax Map 12 Lot 22
6.	Lot Size:	4.6 AC +/-
7.	Existing Zoning:	Industrial -1
8.	Overlay Zoning:	none
9.	Designations:	none
10.	Existing Use:	Commercial/Medical Marijuana cultivation and manufacturing
11.	Proposed New Use:	Adult Use and Medical Marijuana <i>Products Manufacturing</i> .
12.	Floodplain Status:	None
13.	Approvals Required:	Conditional Use Permit
14.	Uses in the Vicinity:	Commercial/Industrial
15.	Dimensional Requirements:	
	Min. Setback from R.O.W: 30 FT	Minimum Rear Setback: 25 FT
	Minimum Side Setback: 25 FT	Maximum Height: 6 stories / 60 FT
16.	Waivers Needed:	a. Article XI Site Plan Review
17.	Waivers Granted:	a. Article XI Site Plan Review
18.	Variances Needed for Approval:	None.
19.	Other Approvals Required:	Building Permits from the Biddeford Code Enforcement Office.
20.	Other Permits Obtained:	None.

21.	Other Non-City Permits Required:	Maine Office of Marijuana Policy (OMP) Registration
22.	LDR Attachment A: Fees Paid:	Yes
23.	Application Materials Submitted: 1. Application form dated 4/1/2021. 2. Cover letter by Bethanie Z. S. Gardiner, High Tech Labs, dated 4/2/2021 3. Letter by Paul J. Gelardi, High Tech Labs, dated 4/1/2021 regarding Conditional Use standards (Sec. 6.B.1) 4. Letter by Paul J. Gelardi, High Tech Labs, dated 4/14/2021 regarding Section 77 Marijuana (Article VI Performance Standards under the Zoning Ordinance) Added 1-5-2021 by Ord. No. 2021.01, including High Tech Labs Standard operating Procedures 5. Waiver request by GO Development, dated 4/1/2021 6. Lease Agreement (Original 2017 and Amended 2021) 7. Previous Conditional Use approval for the site, Notice of Decision May 8, 2020. 8. Letter by Guy T. Lebreque, Jr., CWS Architects, dated 3/15/2021, regarding Ethanol Use Codes Evaluation. 9. Architectural Renovation Floor Plans and details, prepared by CWS Architects, dated 2/10/2021 10. Odor Control Layout	
24.	Planning Board Review History:	
	Conditional Use review and approval: April 21, 2021	

Conclusions of Law:

The Planning Board concludes the following:

1. The proposed use meets specific requirements set forth in this ordinance, including provisions of the Land Development Regulations, Article VI Performance Standards (Sec. 77) and Article VI Conditional Use and appears to be in compliance with applicable state or federal laws;
2. The proposed use, with review by the Fire Department, State Fire Marshall and the issuance of a building permit would not create fire safety hazards by providing adequate access to the site, or to the buildings on the site, for emergency vehicles and would not create hazards through the storage of chemicals and wastes;
3. No new exterior lighting is proposed and the existing lighting appears would not create hazards to motorists traveling on adjacent public streets or is adequate for the safety of occupants or users of the site or would not damage the value and diminish the usability of adjacent properties;

4. The existing site includes provisions for buffers and on-site landscaping provide adequate protection to neighboring properties from detrimental or unsightly features of the development;
5. The proposed use, located within an existing commercial/industrial development, would not have a significant, detrimental effect on the use and peaceful enjoyment of abutting property as the result of noise, vibrations, fumes, odor, dust, glare, hours of operation, or other causes;
6. The existing parking lot is adequate in size to include provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets would not create hazards to public safety or traffic congestion;
7. The proposed use would generate a volume of traffic that can reasonably be accommodated by the existing road network, or would not create unreasonable traffic hazards or would not exacerbate an existing traffic hazard, or would not create unreasonable traffic congestion;
8. The proposed use, adjacent to other commercial retail uses, would not have a significant, detrimental effect on the value of adjacent properties, which could be avoided by reasonable modification of the proposal;
9. The proposed use would not have an adverse impact on the privacy of the residents of the immediate area (within 500 feet) which could be avoided by reasonable modification of the proposal.
10. The proposed use would be in compliance with Biddeford's comprehensive plan;
11. The proposed use would not have an adverse impact on the immediate neighborhood or the community relative to architectural design, scale, bulk and building height, identity and historical character, or visual integrity, which could be avoided by reasonable modification of the proposal;
12. With no site improvements proposed, the design of the site would not result in significant flood hazards or flood damage or would be in conformance with applicable flood hazard protection requirements;
13. With the existing site serviced by public water and sewer, and waste management services, adequate provision has been made for disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;
14. Adequate provision has been made to control erosion or sedimentation;

15. No new site improvements are proposed and the existing site appears to allow for adequate provision to handle stormwater runoff or other drainage problems on the site; and the proposed development will not unduly burden off-site surface water systems;
16. The existing water supply and recent upgrade to service would meet the demands of the proposed project including fire protection purposes.
17. With consideration of the submitted waste disposal plan and other state and local requirements, adequate provision has been made for the transportation, storage, and disposal of hazardous substances and materials as defined by state law;
18. The proposed use would not have an adverse impact on scenic vistas, historic sites, archeological resources, or on significant wildlife habitat or wetland areas and water bodies, which could be avoided by reasonable modification of the proposal;

Determination:

Based on the evidence available and the conclusions above, the Biddeford Planning Board approves the application with the following conditions:

Conditions of Approval:

1. **Standard Conditions of Approval apply.**
2. **The applicant shall obtain all other pertinent local, state and federal permits/licenses/insurance such as building, electrical, plumbing, etc., prior to commencing business, unless authority issuing said permits allows for such actions.**

Planning Board Chairman

Date

CITY OF BIDDEFORD, MAINE
PLANNING BOARD
P.O. Box 586, 205 Main Street Biddeford, Maine 04005
207-284-9115

APPLICATION FORM

Type of Application:

- ☐ Shoreland Zoning Permit ☐ Site Plan Review ☐ Extraction
☒ Conditional Use Permit ☐ Subdivision ☐ Private Way
☒ Other: Expand existing space by 2,964 square feet

Applicant Information:

Applicant's Name: Hightech Labs, LLC
Applicant's Mailing Address: 5 Drapeau Street, Suite 103, Biddeford
Applicant's Telephone: Paul Gelardi 207-590-3251 Beth Gardner 207-423-3106
What is Applicant's legal interest in the property?

☐ Owner ☐ Potential Buyer with Contract ☒ Lease/Rental Agreement

Owner's Name: GO Development, LLC
Owner's Address: PO Box 111, Kennebunk, ME 04043
Owner's Telephone: Paul Gelardi 207-590-3251 Bethanie Gardner 207-423-3106

Agent's Name: N/A

Agent's Address: _____

Telephone: _____

Engineer/Surveyor: N/A

Engineer/Surveyor's Address: _____

Telephone: _____

Project Location and Lot Information:

Street Address: 5 Drapeau St., Biddeford, ME 04005

Tax Map: 12 Lot: 22

Current Zoning: I-1 Shoreland Zoning: N/A

Size of lot: 4.6 ☒ acres ☐ s.f. Lot Frontage: 425.68'

Existing Use of Property: Medical Marijuana Cultivating Facility,
Extraction Lab & Warehouse

Property currently serviced by:

☒ City Road	☐ Private Road
☒ Public Sewer	☐ Septic System
☒ Public Water	☐ Private Well
☐ Public Trash	☒ Private Hauler

Slope Conditions in Area of Construction (if applicable):

☒ Flat (0-3 % slope) ☐ Rolling (3-8% slope) ☐ Hilly (8-15% slope) ☐ Steep (15% + slope)

Are there any wetlands or waterbodies on the site? ☐ Yes ☒ No If yes, attach information

Do you plan to bring fill onto the lot? ☐ Yes ☒ No If yes, attach information

Description of proposed use of property:

Project/Proposed Use Description: Medical Marijuana Extraction Lab
& Secondary Processing

Property to be serviced by:

☒ City Road	☐ Private Road
☒ Public Sewer	☐ Septic System
☒ Public Water	☐ Private Well
☐ Public Trash	☒ Private Hauler

Is this project part of a larger project? ☐ Yes ☒ No

☐ If in a Shoreland Zone: N/A

Percent of residential lot coverage (Max. 20%): _____

Percent of structure expansion (Max. 30%): _____

☐ If Subdivision Review, number of lots proposed: N/A _____

☐ If a Private Way is proposed, number of lots served: N/A _____

☐ If Site Plan Review, you must provide the following information:

Total new square feet footprint of structures: N/A _____

Total new square feet paving/parking: N/A _____

Waiver Requests (attach details):

1. Site Plan Review - it is an existing building
2. _____
3. _____
4. _____
5. _____

Attachments:

A. Letters of Approval

- ☐ Fire Department - Contact Chief or Deputy Chief - 282-9986
- ☐ Ability to Serve for Water Service – Maine Water - 282-1543
- ☐ Ability to Serve for Sewer Service- Engineering Dept (Sewer) - Tom Milligan 284-9118
- ★ ☐ Police Department - E-911 Road Name Designation - Contact Joanne Fisk - 282-5127

B. Letter to Planning Board describing project, waiver requests, proposed improvements, addressing permit requirements, etc.

C. Photographs of site.

D. Architectural renderings/drawings of proposed buildings, as required. See 5 Drapeau Master Plan

E. Engineered Plans, as required. N/A

★ I spoke with Joanne Fisk, we do not need a letter for E-911 road name designation because it is an existing building.

Bethanie Z.S. Cardner

Bethanie Z.S. Cardner
4/11/2021

Fees (due at time of application):

Refer to "Attachment A Fees and Charges" of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

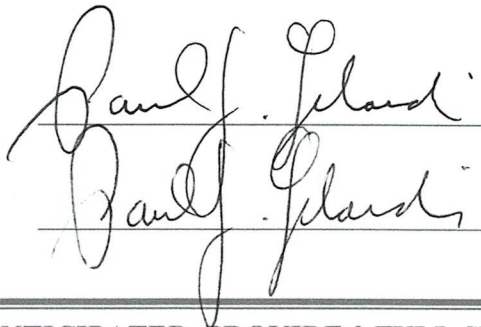
By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application;
- I certify that the information contained in this application and it's attachments are true and correct;
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record;
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting this application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

☐ Project proposed to have 1 acre or more of site disturbance: N/A

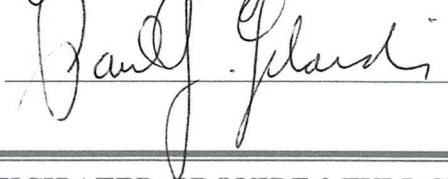
-Project may need to apply for a Maine Construction General Permit and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.

Signature of applicant:



Date: 4/1/2021

Signature of owner of property:



Date: 4/1/2021

IF PLAN APPROVAL IS ANTICIPATED, PROVIDE 2 FULL SIZE MYLARS & 2 FULL SIZE PAPER COPIES FOR BOARD SIGNATURE (AS APPLICABLE).
CHECK WITH PLANNING STAFF FOR CLARIFICATION.



April 2, 2021

Greg Tansley
City of Biddeford
Planning Department
PO Box 586, 205 Main Street
Biddeford, Maine 04005

Hightech Labs, LLC is pleased to present the following for your review:

- Hightech Labs, LLC is interested in expanding their existing lease space at 5 Drapeau Street.
- The leased square footage for Hightech Labs will increase from 1,600 square feet to 6,188 square feet.
- The space will continue to be used as an extraction and secondary processing lab.
- We would like to operate 24 hours a day 7 days a week. Our current operating hours vary, but are typically from 6:am-10:00pm Monday through Friday.
- We currently have 7 full time and 2 part time employees.
- There is plenty of parking on site for our use.
- There will be minimal truck traffic related to this use.
- There will be a sign on site.
- There will be no environmental issues with regards to the proposed use.

If you have any questions, please do not hesitate to contact me at 207/282-7193

Best regards,

Bethanie Z. S. Cardner
Business Manager

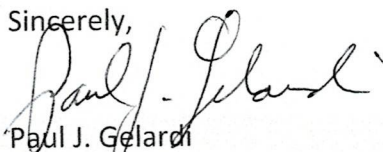
April 1, 2021

City of Biddeford
Planning Board
PO Box 586, 205 Main Street
Biddeford, ME 04005

Pursuant to Article 6 of the Conditional Uses Hightech Labs confirms the following:

- The proposed use would not create fire safety hazards.
- There is adequate on site and building access for all emergency vehicles and would not create hazards through the storage of chemicals and wastes;
- The existing exterior lighting does not create a hazard to motorists traveling on adjacent public streets. There is adequate lighting for the safety of occupants or users of the building. The lighting does not damage the value of adjacent properties;
- The proposed use would not have a significant, detrimental effect on the use and peaceful enjoyment of abutting properties as the result of noise, vibrations, dust, glare, hours of operation or other causes.
- The provisions for vehicle loading, unloading, and parking for vehicles and pedestrian circulation on site and onto the adjacent public street do not create a hazard to public safety or traffic congestion;
- The proposed use would generate a volume of traffic that can reasonably be accommodated by the existing road network and does not create unreasonable traffic hazard;
- The proposed use does not have a significant detrimental effect on the value of adjacent properties;
- The proposed use does not have an adverse impact on the privacy of the residents of the immediate area;
- The proposed use is in compliance with Biddeford's Comprehensive Plan;
- The proposed use would be occupying an existing building and would not have an adverse impact on the immediate neighborhood or community relative to architectural design;
- The property has no significant flooding issues;
- The property has city water and sewer and does not pose a threat for contamination from wastewater or solid waste;
- Adequate provisions have been made to control erosion or sedimentation;
- Adequate provisions have been made to handle stormwater runoff or other drainage problems on site and does not unduly burden off-site surface water systems;
- The existing water supply meets the demand of the proposed use for fire protection purposes;
- Adequate provisions have been made for the transportation, storage and disposal of hazardous substances and materials as defined by state law;
- The property is not located in a Shoreland Zone;

Sincerely,



Paul J. Gelardi
President

STANDARD OPERATING PROCEDURE

Maintenance Procedure

Ethanol Supply Canister Replacement

HTL Document Number: HTL-014

UNRELEASED

UNCONTROLLED COPY

DOCUMENT APPROVAL		
POSITION	NAME	DATE
Originator		
Engineering		
Quality		

DOCUMENT REVISION		
REV	DATE	DESCRIPTION
NC	6/19/2017	Document Created
	12/12/17	Document content and layout revised
NBH	12/11/2019	Document content and layout revised

UNCONTROLLED COPY

- 1.0 Purpose and Scope
 - 1.1 Purpose
 - 1.1.1 The purpose of this procedure is to define the maintenance procedure of replacing the ethanol supply canister attached to the ethanol cosolvent pump on the SeparCo supercritical fluid extraction machine.
 - 1.2 Scope
 - 1.2.1 This document applies to the dual-5 SeparCo supercritical fluid extraction machine.
- 2.0 Summary
 - 2.1 This procedure is a step in a process producing food grade extract and requires a clean and controlled environment. Proper PPE and cleanliness of the process environment is critical to maintain integrity of the product. This procedure also handles containers of flammable liquid. All safety and personal protection measures should be taken.
- 3.0 Responsible Personnel
 - 3.1 It is the responsibility of all production managers, supervisors and technicians to implement, administer and comply with this procedure.
- 4.0 Documents
 - 4.1 Accompanying Documents
 - 4.1.1 Ethanol supply canister replacement record.
- 5.0 Definitions
 - 5.1 Ethanol – A colorless volatile flammable liquid which is produced by the natural fermentation of sugars; alcohol.
 - 5.2 Canister – Containment vessel approved for use in the storage and transfer of alcohol based solvents
- 6.0 Equipment, supplies, materials and Software
 - 6.1 Equipment
 - 6.1.1 SCFN machine with a flammable ethanol cabinet installed
 - 6.2 Supplies
 - 6.2.1 Absorbent lab wipes
 - 6.2.2 11/16 Wrench
 - 6.3 Materials
 - 6.3.1 Replacement container of ethanol

7.0 Personal Protective Equipment

- 7.1 Lab coat
- 7.2 Dedicated laboratory shoes or shoe dust covers
- 7.3 Safety Goggles
- 7.4 Nitrile gloves

8.0 Procedure

- 8.1 This procedure should be done at the beginning of the day prior to machine being turned on. Alternatively, this procedure can be done at the end of the day after the machine has been shut down.
- 8.2 Locate the ethanol cabinet on the end of the machine. It will be indicated by Flammable warnings on its exterior.



- 8.3 Open the flammable cabinet containing the ethanol canister and verify the ethanol level is low enough to require replacement.



- 8.4 Using an 11/16 inch wrench, loosen and separate the ethanol line located on the elbow fitting above the canister. A small quantity of ethanol is expected to drip from the fitting when separated. Catch spilled ethanol in an absorbent cloth or rag.



- 8.5 Remove empty container from the cabinet.
8.6 Remove the screw cap on the empty container, leaving the cap on the container when completed.

- 8.7 Unscrew and remove the cap from the replacement ethanol container and screw the cap with the pickup tube onto it. Be careful not to spill ethanol when transferring the cap to the replacement container. Clean up any ethanol that may drip from the pickup tube with the same absorbent cloth.



- 8.8 Hand tighten the cap on the replacement container to be sure of a good seal. Use of a wrench is not necessary. The fitting on the lid of the canister should be pointed toward the back of the cabinet as indicated in the picture below.



- 8.9 Screw on and hand tighten the cap from the replacement canister onto the empty one.
- 8.10 Place the replacement ethanol canister into the cabinet, oriented in a manner to allow the union on the pickup tube to be connected.
- 8.11 Using your fingers, align the union and hand tighten the compression nut.



- 8.12 When hand tightened, use the 11/16 inch wrench to tighten the compression fitting just beyond snug. It is not necessary to use excessive force when tightening the compression nuts.



- 8.13 If ethanol is remaining in the empty canister, place the canister in the Flammable Storage cabinet for future disposition.



STANDARD OPERATING PROCEDURE

Material Grinding

HTL Document Number: HTL-006

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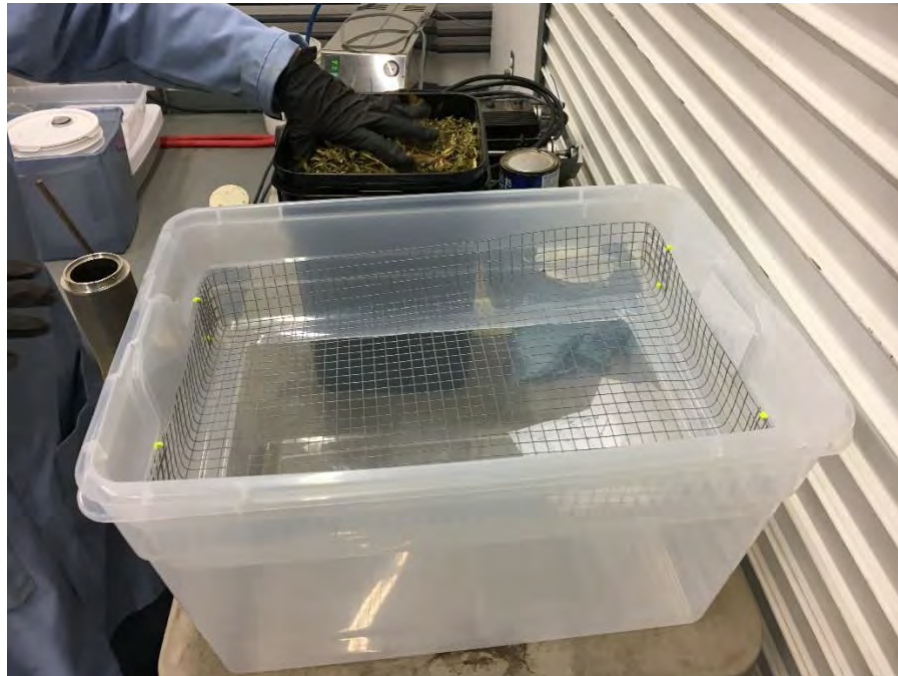
DOCUMENT APPROVAL		
POSITION	NAME	DATE
Originator		
Engineering		
Quality		

DOCUMENT REVISION		
REV	DATE	DESCRIPTION
NC	7/4/2017	Document Created
SC	9/12/2019	Document content and layout revised
NBH	12/11/2019	Document content and layout revised

UNCONTROLLED COPY

- 1.0 Purpose and Scope
 - 1.1 Purpose
 - 1.1.1 The purpose of this procedure is to define the proper procedure to grind material in Hightech inventory for extraction.
 - 1.2 Scope
 - 1.2.1 This document applies to the grinding of material prior to any other operation performed on the material.
- 2.0 Summary
 - 2.1 This procedure should only be performed after material has been processed into Hightech inventory using the Customer Material Intake Procedure.
 - 2.2 This procedure is a step in a process producing food grade extract and requires a clean and controlled environment. Proper PPE and cleanliness of the process environment is critical to maintain integrity of the product. The extract is potentially a very high value and the accuracy of measuring the weight of consumed and extracted materials is of utmost importance.
- 3.0 Responsible Personnel
 - 3.1 It is the responsibility of all production managers, supervisors and technicians to implement, administer and comply with this procedure.
- 4.0 Documents
 - 4.1 Accompanying Documents
 - 4.1.1 Material Intake Form
 - 4.2 Related Documents
 - 4.2.1 Material Intake Log
 - 4.2.2 Customer Material Intake Procedure
- 5.0 Definitions
 - 5.1 Material Grinding – Process of refinement of raw material to be processed for extraction
- 6.0 Equipment, supplies, materials and Software
 - 6.1 Equipment
 - 6.1.1 Benchtop grinder
 - 6.1.2 Calibrated digital scale capable of measuring 5000g in 0.1g increments
 - 6.1.3 Calibrated digital scale capable of measuring at least 10000g in 1g increments
 - 6.2 Supplies
 - 6.2.1 Absorbent lab wipes
 - 6.2.2 Isopropyl alcohol
 - 6.2.3 Container for sticks, twigs and other foreign material in the feedstock
 - 6.2.4 Container for ground material

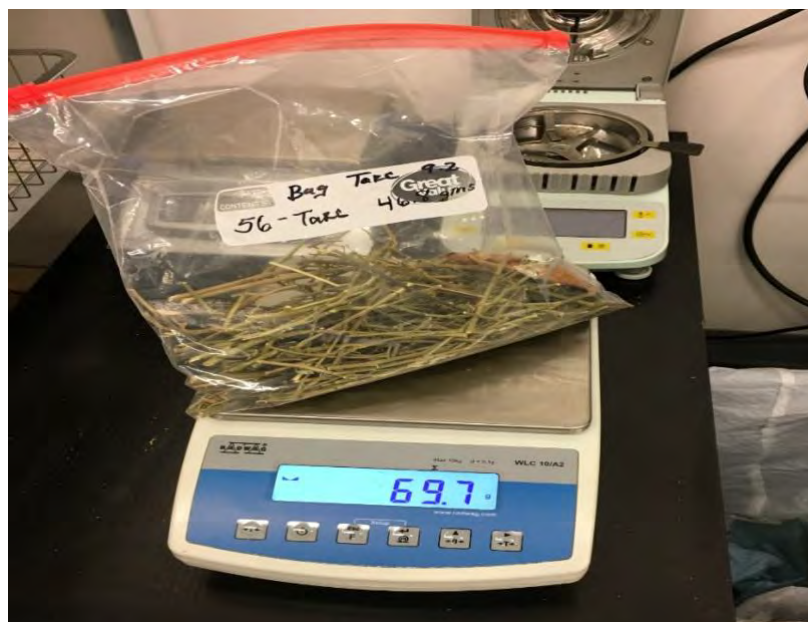
- 6.3 Materials
 - 6.3.1 Customer supplied unground plant material
- 7.0 Personal Protective Equipment
 - 7.1 Lab coat
 - 7.2 Hair net
 - 7.3 Dedicated laboratory shoes or shoe dust covers
 - 7.4 Safety Glasses
 - 7.5 Nitrile gloves
- 8.0 General Process Steps
 - 8.1 Prepare the equipment
 - 8.2 Grind material
 - 8.3 Repackage and store the ground material in storage safe
- 9.0 Procedure
 - 9.1 Put on protective gear, such as gloves, lab coat and hairnet prior to starting this procedure.
 - 9.2 Locate the material to be ground in the storage safe. Remove the material and bring it to the grinding station.
 - 9.3 Process only one container of material through the sieve and the grinder at a time. This ensures that the weight of the material is tracked accurately through the process.



- 9.4 Sieve the first container of material through the screen into the lower bin and remove any foreign matter that remains on top of the screen.
- 9.4.1 Foreign matter includes, but is not limited to: twigs, non-cannabis leaves, wrappers, plastic, metal objects, etc.
- 9.4.2 Cannabis buds and leaves should be the only objects passing through the screen.
- 9.4.3 Foreign material should be stored in a zip-lock bag and kept with the customer material. It should not be discarded. The weight of foreign material needs to be tracked.



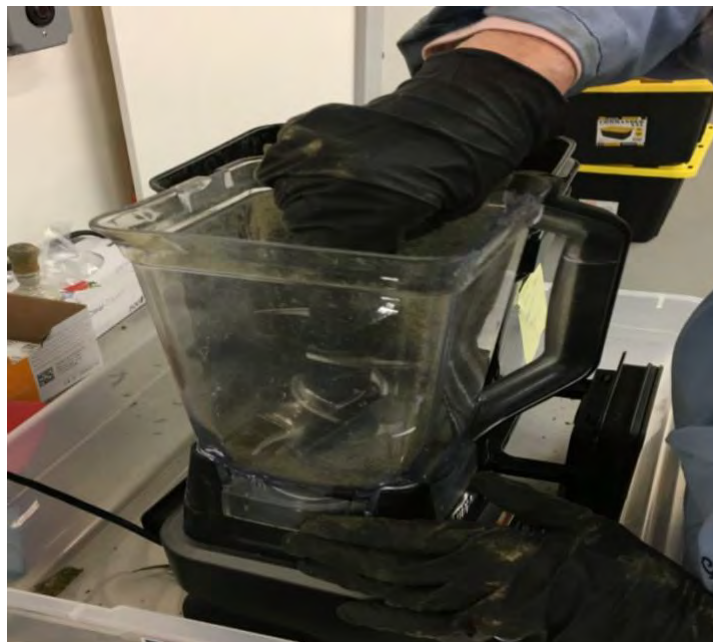
- 9.4.4 Label the bag of the foreign material with the intake number, customer number tare weight, and gross weight of the foreign material.



- 9.5 Transfer the sieved material from the bin back into the original container and transfer it to the grinding station.
- 9.6 Setup the station with the grinder and material pail in the catch basin as shown in the picture below.



- 9.7 Install the blades into the grinder.



- 9.8 Zero the scale, place the container to receive the ground material onto the scale and record the tare weight of the container on the Intake Form.
- 9.9 Tare out the weight of the container, so that the scale now reads zero.
- 9.10 Carefully fill the grinder up to the 72oz mark as shown in the picture below, making sure there are no large voids in the material. Do not pack the grinder tightly, it will not perform well.

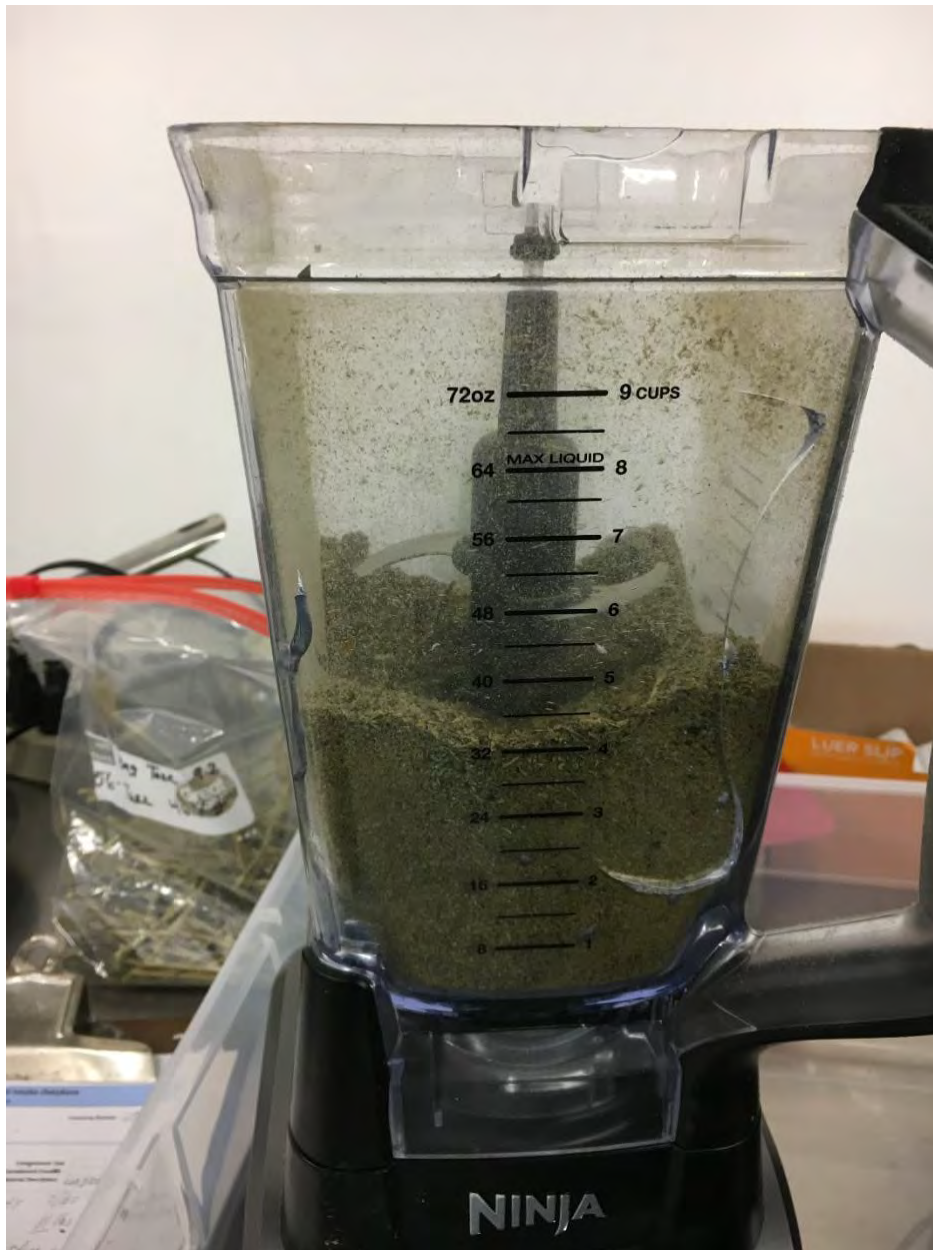




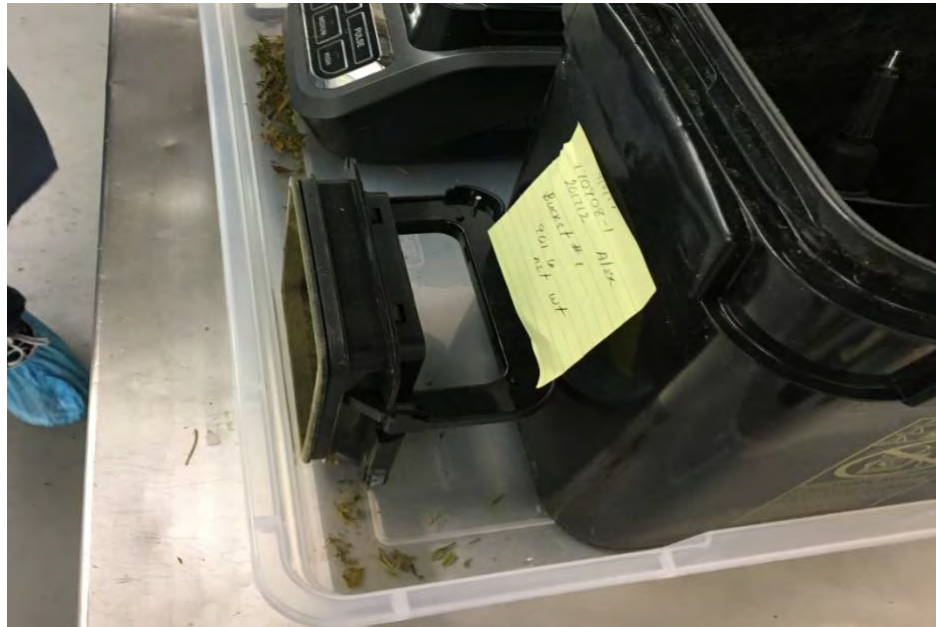
9.11 Install the grinder cover.



- 9.12 Run the grinder for 10 to 15 seconds until all the large clumps of material have been removed. It should end up approximately $\frac{1}{2}$ of its original height.



- 9.13 Remove the lid of the grinder and rest it in the catch basin as shown in the picture below



- 9.14 Remove the grinder blade and rest it in the material container as shown.





9.15 Transfer the material from the blender into the receiving material storage container.



- 9.16 Repeat steps 7.06 through 7.12 until all the material in the container has been ground.
- 9.17 Record the net weight of the ground material, as indicated on the scale, on the intake form.
 - 9.17.1 The ground material weight should be within 20 and 50 grams of the original weight, depending on the additional twigs removed from the container.
- 9.18 Remove the container from the scale and confirm that the tare weight recorded on the intake form matches the numbers on the scale.
 - 9.18.1 If the number does not match, the ground material will need to be transferred to another storage container.
 - 9.18.1.1 Record the tare weight of the new container
 - 9.18.1.2 Zero the scale
 - 9.18.1.3 Transfer the ground material to the container
 - 9.18.1.4 Record the net weight of the transferred contents.



STANDARD OPERATING PROCEDURE

SCFN Machine Startup

HTL Document Number: HTL-009

UNRELEASED

UNCONTROLLED COPY

DOCUMENT APPROVAL		
POSITION	NAME	DATE
Originator		
Engineering		
Quality		

DOCUMENT REVISION		
REV	DATE	DESCRIPTION
NC	6/19/2017	Document Created
	12/12/17	Document content and layout revised (under review)
NBH	12/11/2019	Document content and layout revised

UNCONTROLLED COPY

- 1.0 Purpose and Scope
 - 1.1 Purpose
 - 1.1.1 The purpose of this procedure is to define the process of documenting incoming organic customer material into Hightech Labs prior to performing any evaluation or extraction.
 - 1.2 Scope
 - 1.2.1 This document applies to the customer supplied material for extraction into High Tech Inventory.
- 2.0 Summary
 - 2.1 This procedure is a step in a process producing food grade extract and requires a clean and controlled environment. Proper PPE and cleanliness of the process environment is critical to maintain integrity of the product. The extract is potentially a very high value and the accuracy of measuring the weight of consumed and extracted materials is of utmost importance.
- 3.0 Responsible Personnel
 - 3.1 It is the responsibility of all production managers, supervisors and technicians to implement, administer and comply with this procedure.
- 4.0 Documents
 - 4.1 Accompanying Documents
 - 4.1.1 Material intake record form
 - 4.2 Related Documents
 - 4.2.1 New customer record form
 - 4.2.2 Material Intake Log
- 5.0 Definitions
 - 5.1 Raw Extract - Extract removed from the SCFN machine, without any additional processing
 - 5.2 Valve - A device for controlling the passage of fluid or air through a pipe, duct, etc., especially an automatic device allowing movement in one direction only.
 - 5.3 Machine – Refers to the SCFN Extraction machine
 - 5.4 E-Stop – Emergency stop button that shuts the entire machine down instantly
- 6.0 Equipment, supplies, materials and Software
 - 6.1 Equipment
 - 6.1.1 SCFN Machine
 - 6.1.2 Calibrated digital scale capable of measuring 5000g at 0.1g increments
 - 6.1.3 MTA Industrial Chiller Unit
 - 6.1.4 EK Industrial Heating Unit

- 6.2 Supplies
 - 6.2.1 Absorbent lab wipes
 - 6.2.2 Isopropyl alcohol
 - 6.2.3 Carbon Dioxide Compressed Gas (CO₂)
 - 6.2.4 Collection vessels
- 6.3 Materials
 - 6.3.1 Prepared customer plant material that has been loaded into an extraction canister or sock
- 6.4 Software
 - 6.4.1 Computer based process documentation optional
- 7.0 Personal Protective Equipment
 - 7.1 Lab coat
 - 7.2 Hair net
 - 7.3 Dedicated laboratory shoes or shoe dust covers
 - 7.4 Safety Glasses
 - 7.5 Nitrile gloves
- 8.0 General Process Steps
 - 8.1 Turn on Chiller Unit
 - 8.2 Turn on Heater Unit
 - 8.3 Turn on SCFN Extraction Machine
- 9.0 Procedure
 - 9.1 Verify that the cold-water chiller is on

Chiller OFF



Chiller ON



- 9.2 If the chiller is on standby, open the control panel and press the “snowflake” button in the upper left corner of the keypad

Chiller on STANDBY



Chiller Active



- 9.3 Verify that the hot water conditioner is powered on.

Heater OFF



Heater ON



9.4 Turn on the CO2 gas supply



9.5 Verify that the valve on the manifold is open to the machine



9.6 Verify that the valves to the hot and cold-water supply / return valves are open.



- 9.7 Verify that the air compressor is turned on
- 9.8 Verify that the valve to the air supply is turned on.

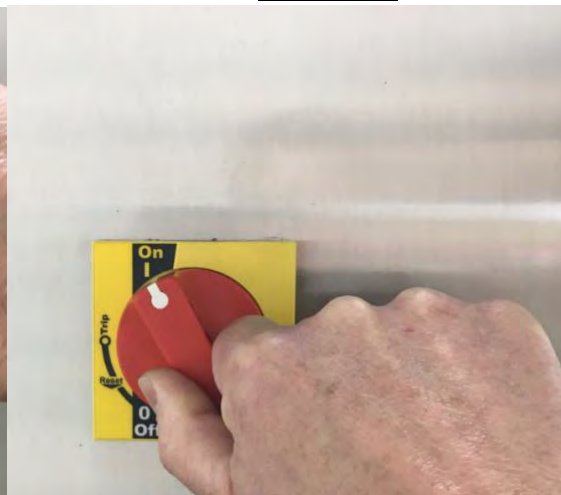


- 9.9 Power on the extraction machine.

Cabinet OFF



Cabinet ON



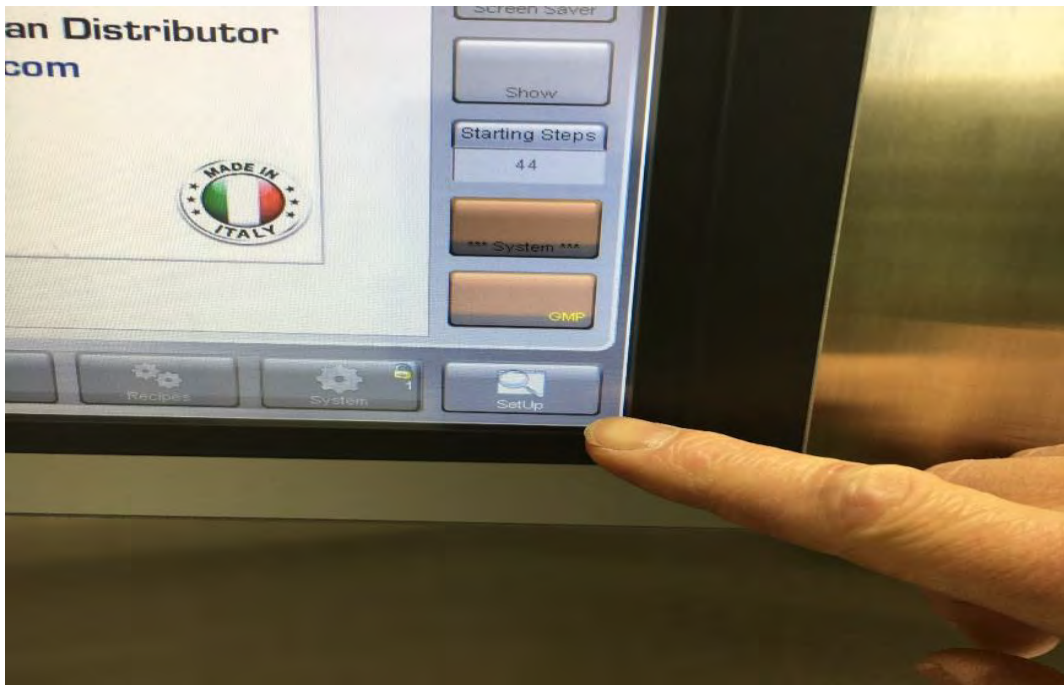
- 9.10 Check that the E-stop button is disengaged by turning the knob to the right. If the knob is engaged, it should pop out when turned.

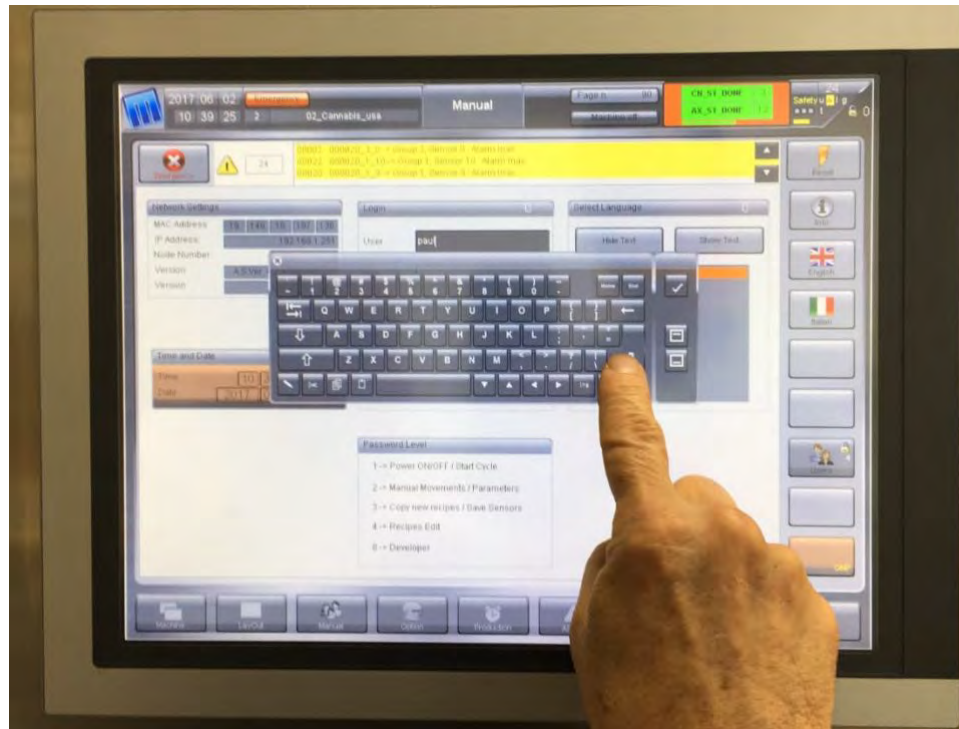
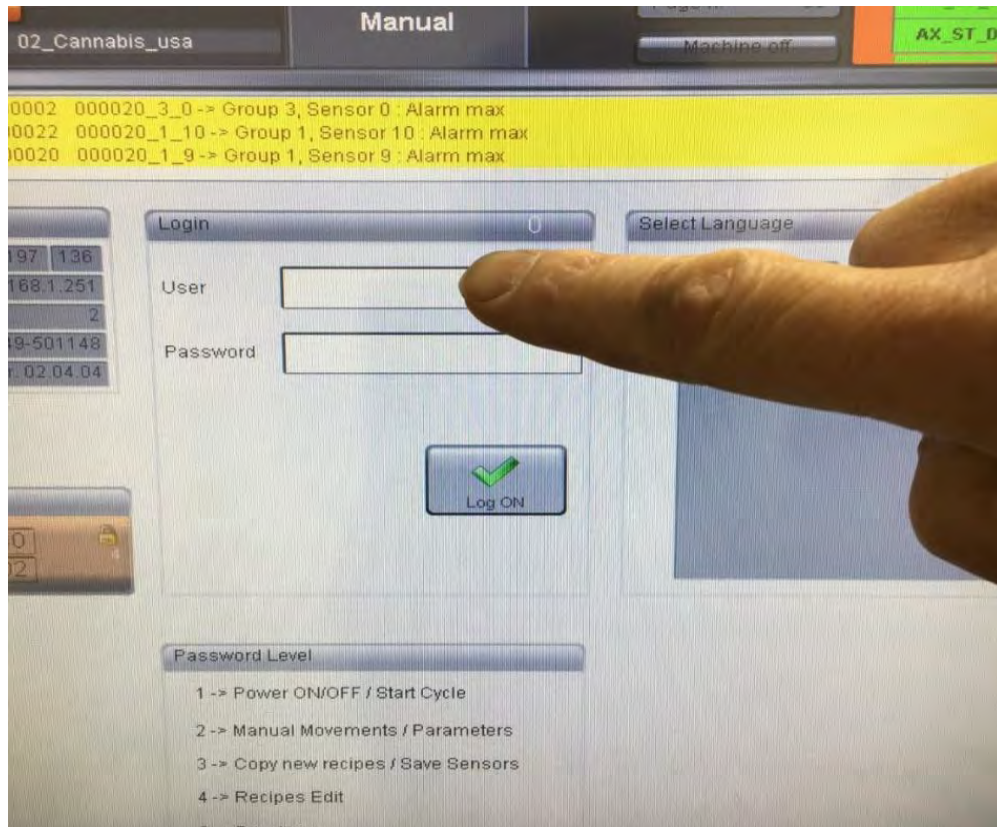


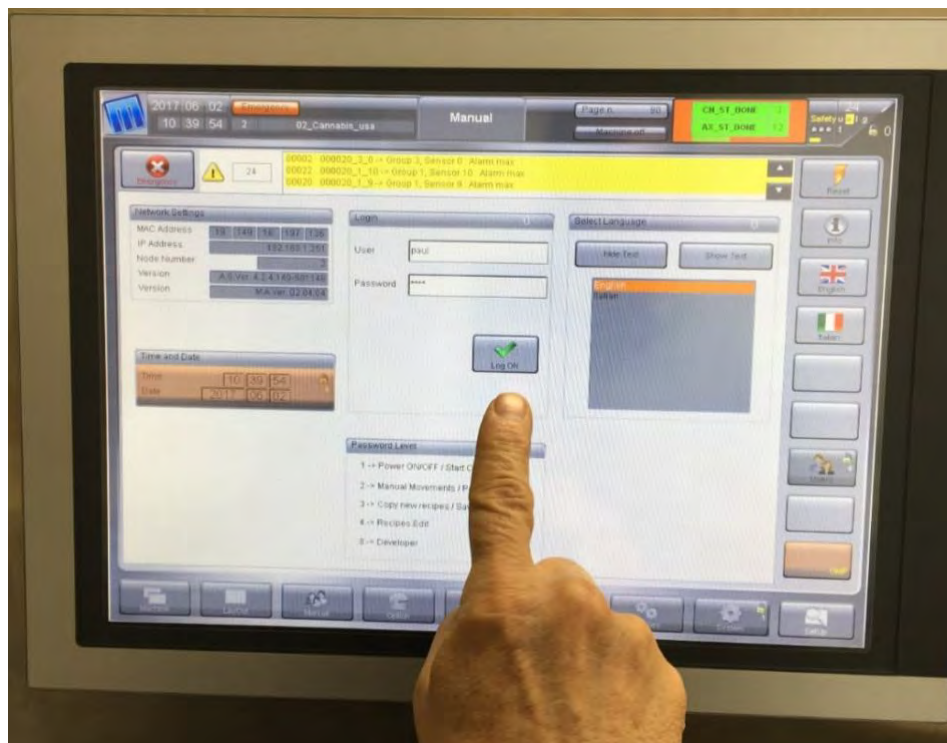
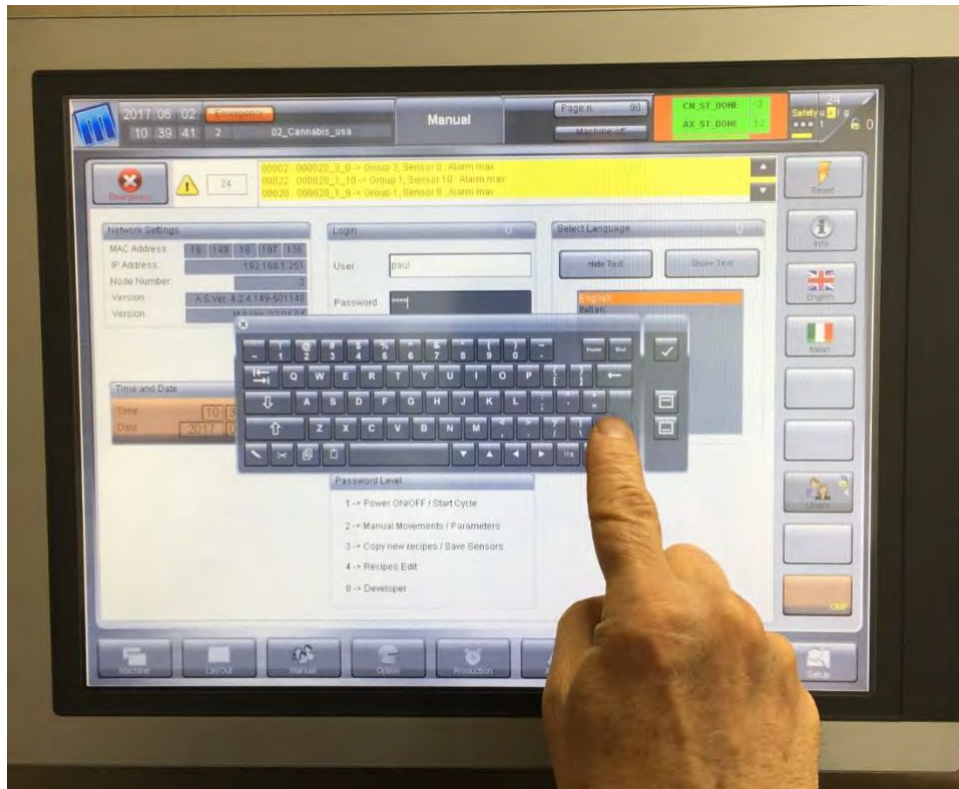
- 9.11 The machine should now be at the main screen



9.12 Switch to the setup screen and log into the system



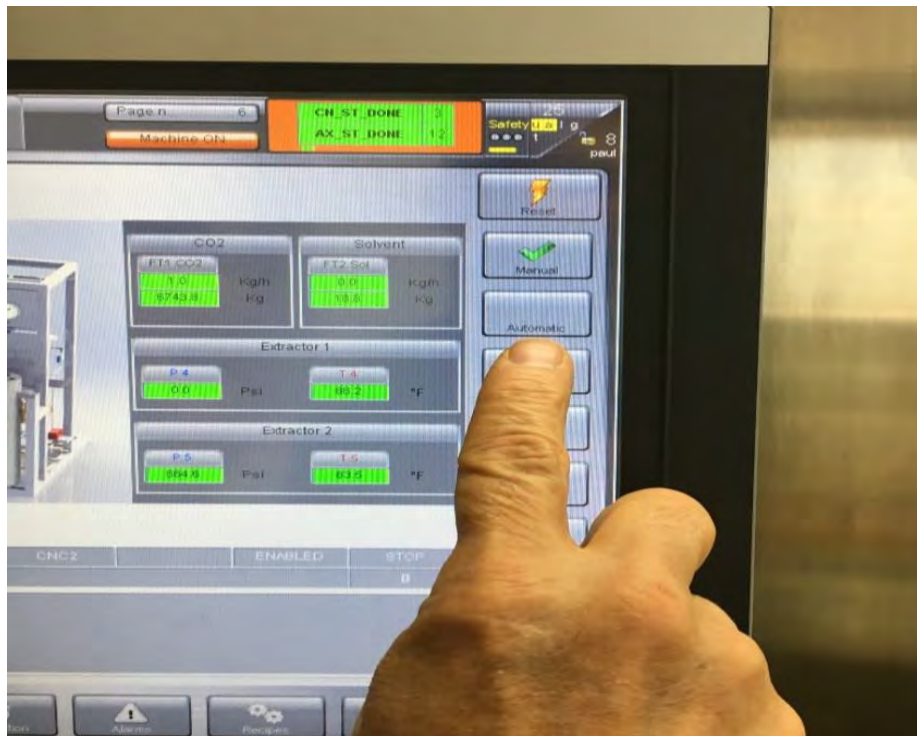




9.13 Go To the MACHINE page and press POWER ON



- 9.14 The machine is still in Manual Mode. While still on the MACHINE page, press the AUTOMATIC button to put the machine in automatic mode.



9.15 Check and clear active alarms



- 9.16 Go to the ALARMS screen. Check and verify the reason for the alarms has been resolved. When confirmed, press the RESET button in the upper right corner of the screen to reset all alarms. Any alarm conditions not resolved, will not reset.









- 9.17 Confirm there are no more alarms present
- 9.18 Verify that V3 (Accumulator drain valve) is fully closed



9.19 Verify that valve V4 is open



9.20 Verify that valve V5 is open



9.21 Verify that the valves to E1 and E2 are all open



9.22 Verify that valve V14 is open



9.23 Verify that valve V16 is open approximately a half turn



9.24 Verify that valve V18 is open approximately a half turn



9.25 Verify that valve V20 is open



9.26 Verify that valve V24 is closed



9.27 Verify that valve V25 is open



9.28 Verify that valve V26 is open



9.29 Verify that valve V22 is open



9.30 Verify that valve V28 is open



9.31 Verify that valve V27 is open



9.32 Verify that valve V31 is open



9.33 Verify that valve V32 is closed



9.34 Verify that valve V34 is open



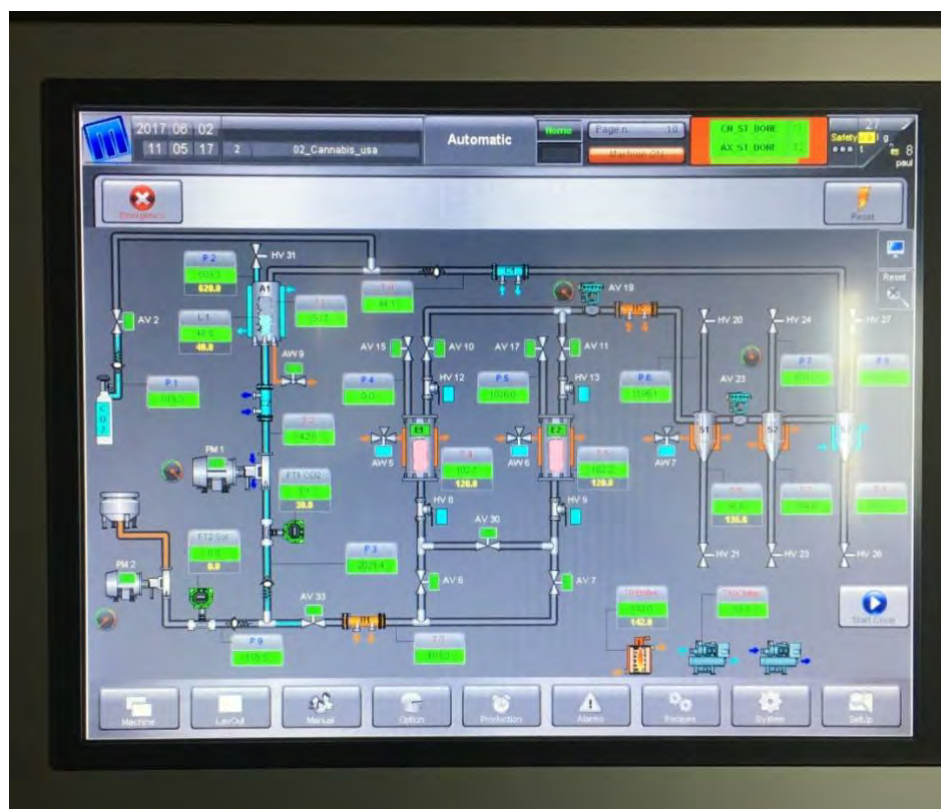
9.35 Verify that valve V35 is closed



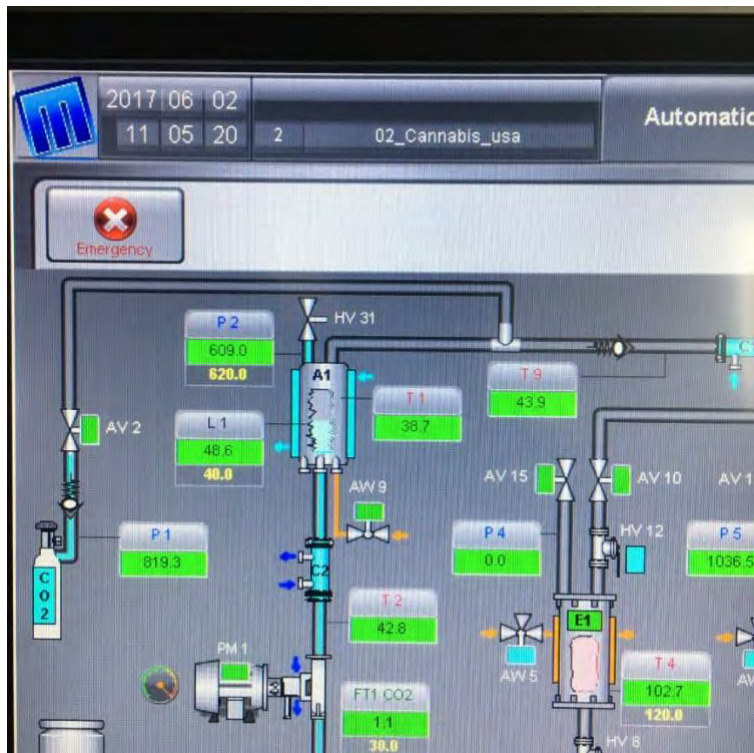
9.36 Verify that air supply pressure to the machine is 6 bar (88 psi)



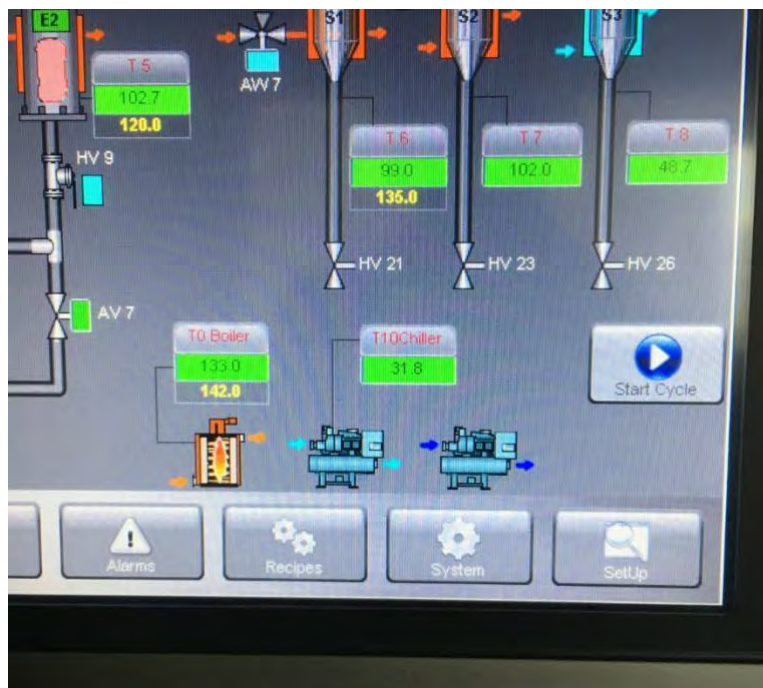
9.37 Return to the operator panel and go to the LAYOUT screen.



9.38 Verify that the accumulator is at 40% or greater.



9.39 Wait for the Boiler to reach set point temperature



9.40 The machine is now ready to run an extraction cycle.



STANDARD OPERATING PROCEDURE

SCFN User Manual

HTL Document Number: HTL-013

UNRELEASED

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DOCUMENT APPROVAL		
POSITION	NAME	DATE
Originator		
Engineering		
Quality		

DOCUMENT REVISION		
REV	DATE	DESCRIPTION
NC	6/19/2017	Document Created
SC	9/12/19	Document content and layout revised
NBH	12/16/19	Document content and layout revised

UNCONTROLLED COPY

- 1.0 Purpose
 - 1.1 The purpose of this procedure is to define the process of documenting all of the operations, capabilities, specifications and maintenance of the SCFN Extraction machine.
- 2.0 Scope
 - 2.1 This document provides a complete user manual for the SCFN Extraction machine
- 3.0 Responsible Personnel
 - 3.1 It is the responsibility of all production managers, supervisors and technicians to implement, administer and comply with this procedure.
- 4.0 Documents
 - 4.1.1 OEM User's Manual
- 5.0 Equipment, supplies, materials and Software
 - 5.1 Equipment
 - 5.1.1 SCFN Machine
 - 5.1.2 Calibrated digital scale capable of measuring 5000g at 0.1g increments
 - 5.1.3 MTA Industrial Chiller Unit
 - 5.1.4 EK Industrial Heating Unit
 - 5.2 Supplies
 - 5.2.1 Absorbent lab wipes
 - 5.2.2 Carbon Dioxide Compressed Gas (CO2)
 - 5.2.3 Collection vessels
 - 5.3 Materials
 - 5.4 Software
 - 5.4.1 Integrated SCFN Proprietary Software
- 6.0 Personal Protective Equipment
 - 6.1 Lab coat
 - 6.2 Hair net
 - 6.3 Dedicated laboratory shoes or shoe dust covers
 - 6.4 Safety Glasses
 - 6.5 Nitrile gloves
- 7.0 General Process Steps
 - 7.1 REFER TO DOCUMENT 4.1.1 (OEM User Manual)
- 8.0 Procedure
 - 8.1 REFER TO DOCUMENT 4.1.1 (OEM User Manual)



STANDARD OPERATING PROCEDURE

SCFN Machine Shutdown Procedure

HTL Document Number: HTL-019

UNRELEASED

UNCONTROLLED COPY

DOCUMENT APPROVAL		
POSITION	NAME	DATE
Originator		
Engineering		
Quality		

DOCUMENT REVISION		
REV	DATE	DESCRIPTION
NC	6/19/2017	Document Created
SC	9/12/19	Document content and layout revised
NBH	12/16/19	Document content and layout revised

UNCONTROLLED COPY

- 1.0 Purpose
 - 1.1 The purpose of this procedure is to define the process of documenting incoming organic customer material into HighTech Extracts prior to performing any evaluation or extraction.
- 2.0 Scope
 - 2.1 This document applies to the customer supplied material for extraction into HighTech Inventory.
- 3.0 Responsible Personnel
 - 3.1 It is the responsibility of all production managers, supervisors and technicians to implement, administer and comply with this procedure.
- 4.0 Documents
 - 4.1 Accompanying Documents
 - 4.1.1 Material intake record form
 - 4.2 Related Documents
 - 4.2.1 New customer record form
 - 4.2.2 Material Intake Log
- 5.0 Definitions
 - 5.1 Machine – Refers to the SCFN Extraction Machine
- 6.0 Equipment, supplies, materials and Software
 - 6.1 Equipment
 - 6.1.1 SCFN machine
 - 6.2 Supplies
 - 6.2.1 Absorbent lab wipes
 - 6.2.2 Isopropyl alcohol
 - 6.3 Materials
 - 6.3.1 None
 - 6.4 Software
 - 6.4.1 Integrated SCFN Proprietary Software
- 7.0 Personal Protective Equipment
 - 7.1 Lab coat
 - 7.2 Hair net
 - 7.3 Dedicated laboratory shoes or shoe dust covers
 - 7.4 Safety Glasses
 - 7.5 Nitrile gloves

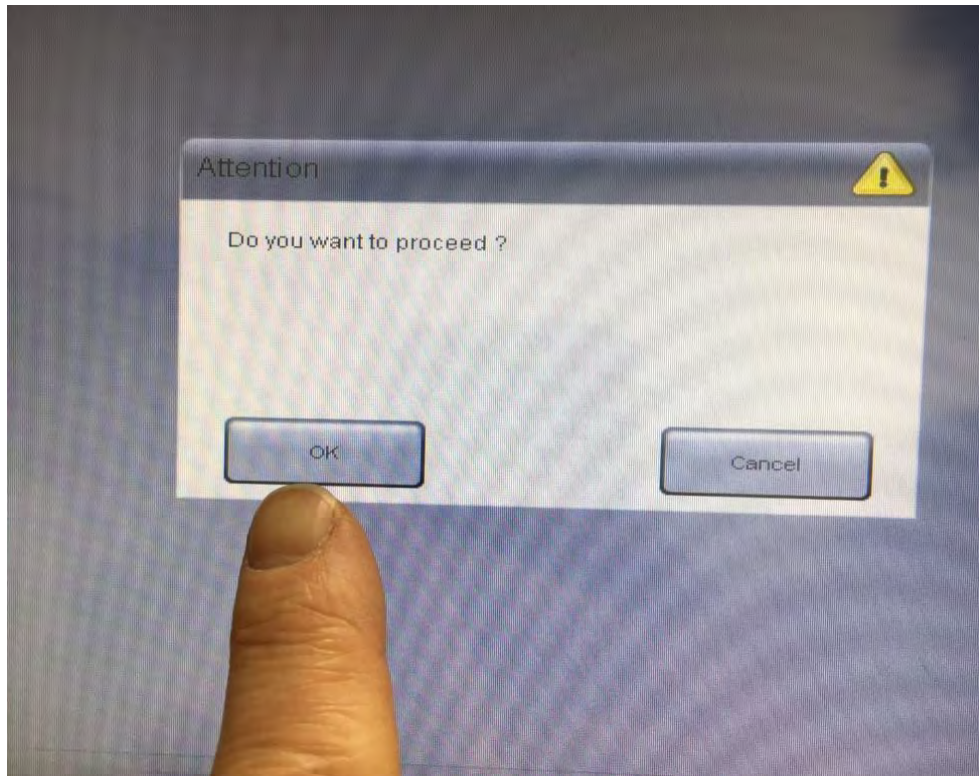
8.0 General Process Steps

- 8.1 Shutdown Software
- 8.2 Power off machine
- 8.3 Power off auxiliary equipment
- 8.4 Fully Close Co2 valves

9.0 Procedure

- 9.1 Go to MACHINE screen and press POWER OFF (always hit the SOFT Emergency Stop)





9.2 Turn off the SCFN Machine



9.3 Turn off the Boiler



9.4 If the SCFN machine will be run the next day, place the chiller into STANDBY



- 9.5 If the SCFN machine will not be run for more than 24, hours turn off the chiller.



- 9.6 Verify that the valve on the manifold is open to the machine

- 9.7 Verify that the valves on the CO2 tanks are fully closed.





STANDARD OPERATING PROCEDURE

Extraction Vessel Depressurization

HTL Document Number: HTL-015

UNRELEASED

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DOCUMENT APPROVAL		
POSITION	NAME	DATE
Originator		
Engineering		
Quality		

DOCUMENT REVISION		
REV	DATE	DESCRIPTION
NC	12/12/2017	Document Created
NBH	12/17/2019	Document content and layout revised

UNCONTROLLED COPY

- 1.0 Purpose and Scope
 - 1.1 Purpose
 - 1.1.1 The purpose of this procedure is to define the process used to relieve the pressure from and extraction vessel.
 - 1.2 Scope
 - 1.2.1 This document applies to the use of the SCFN machine
- 2.0 Summary
 - 2.1 This procedure applies to the proper process of depressurization of the SCFN Extraction Vessel when pressures are causing an alarm in the system. This allows for maintenance to be performed once the system is no longer under a pressurized load to prevent damage to the extraction machine and to ensure operator safety.
- 3.0 Responsible Personnel
 - 3.1 It is the responsibility of all production managers, supervisors and technicians to implement, administer and comply with this procedure.
- 4.0 Documents
 - 4.1 Accompanying Documents
 - None
 - 4.2 Related Documents
 - None
- 5.0 Definitions
 - 5.1 Extraction Canister – Vessel for raw materials to be extracted in the SCFN Extractor
 - 5.2 Machine – Refers to the SCFN Extraction machine
- 6.0 Equipment, supplies, materials and Software
 - 6.1 Equipment
 - 6.1.1 SCFN Machine
 - 6.2 Supplies
 - 6.2.1 None
 - 6.3 Materials
 - 6.3.1 None
 - 6.4 Software
 - 6.4.1 Computer based process documentation optional

7.0 Personal Protective Equipment

- 7.1 Lab coat
- 7.2 Hair net
- 7.3 Dedicated laboratory shoes or shoe dust covers
- 7.4 Safety Glasses
- 7.5 Nitrile gloves

8.0 General Process Steps

- 8.1 Press the Emergency Stop function on the control screen
- 8.2 Run the Depressurization Recipe in the recipes screen
- 8.3 Wait for system to purge excess CO₂ from the lines

9.0 Procedure

9.1 Emergency vessels emptying

In the case of the occurrence of an emergency situation, the control system will open the actuated valves. The part of the tube which is located in the valve, including the valve downstream, will display sharp drop of temperature as explained above, because the pressure at that portion will drop below 5 bar / 72 psi. The temperature below -70° C / -94° F will freeze the valve making it more fragile. You become aware of the freezing conditions simply by observing the effect of condensation on the valve and the pipe.

CAUTION!

Any valve handling implemented through a voluntary command would cause it to break.

To mitigate this effect some manual valves were added implemented between the valve and the venting tube.

It is possible that during the CO₂ emptying procedure ice caps of dry CO₂ are created. In this case the CO₂ stream will stop recovering after its dissolution many times.

CAUTION!

The dry ice formation in the vent valve may stop the CO₂ removal, making the operator to wrongly believe that the emptying process is finished. Check the residual pressure and temperature inside the vessels before proceeding with any activity.

9.2 Dry ice formation

Manual adjustment of the valves at the exit of the vent line should prevent dry ice formation inside the vessels while maintaining the pressure above 8 bar / 116 psi. Weather conditions, unpredictable condition, however, can influence the performance of venting negating the desired effect. In this case a large amount of dry ice will accumulate inside the vessels. The sublimation of the dry ice will cause the release of CO₂ for at least 36-48 hours. Before performing any maintenance or checking the state of the vessels, it is necessary to check the temperature on the synoptic screen and that they are not yet covered ice caused by condensation.

9.3 Duration of the vent procedure

As explained above, the formation of dry ice caps could prolong the time needed to complete emptying of the vessels. For this reason it is necessary to wait at least 2/3 hours before making any activity inside the vessels.

9.4 Privileged emptying channel

As explained earlier, the way to be preferred for the discharge of the CO₂ from the vessels is the one that starts from the upper part of the vessels where it accumulates the gaseous phase.

The pipe that starts from the bottom of the vessels is much more subject to the formation of dry ice due to the direct contact with the liquid phase.

For this reason, the manual adjustments of valves downstream of the actuated valves have a different control point.

HVAC FILTER INSPECTION & REPLACEMENT LOG

[illegible]

[illegible]

[illegible]

CARBON EXHAUST FILTER INSPECTION & REPLACEMENT LOG

[illegible]

VACUUM PUMP MAINTENANCE LOG

[illegible]

*Name of employee to be written on line at top of log.

's*



Training Log

Training Item	Date Completed	Main Topic	Supervisor Signature
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

118

SUB-ZERO FREEZER MAINTENANCE LOG

[illegible]

Addendum to Floor Plan to Identify Odor-Emitting Locations

- Decarb Oven #2: 1096 CFM, 10" duct with carbon filtration. Decarboxylation oven is used to dry plant material prior to extraction. Produces a moderate degree of odor as the plant material dries.
- Grinding Station #3: 500 CFM, 6" duct with carbon filtration. Common household food blenders used to grind plant material into a consistency favorable for optimal extraction. Produces little odor, primary use of exhaust hood is to mitigate airborne dust.
- Extraction Lab #1: 1096 CFM, 10" duct with carbon filtration. Closed-loop extraction of plant material to produce concentrated extract. Produces little odor, primary exhaust unit to produce rapid room air changeovers for safety from potential CO2 saturation and/or ethanol vapors.
- Wet Lab #4: 750 CFM, 10" duct with carbon filtration laboratory fume exhaust hood used to work with materials containing ethanol or fine particulates. Also, used during distillation where terpene fractionation produces temporary odors.
- Office area, conference room, wet lab, recovery lab, analytical lab and changing room utilize a total of three(3) ducted mini-split HVAC units with supply and return air ducting and reusable poly air filters. Wet lab, extraction lab and recovery labs also utilize 10"X10"X1" disposable pleated air filters between the rooms to mitigate airborne dust.
- Material Intake and Processing Area is in the process of having its own ducted mini split installed for climate control. Material Storage vault to be used to store customer incoming plant material as well as post-processed customer extract. Sanitary sealed buckets, bins or totes are used to stage and contain odors of pre-processed plant material. Extract is stored in sealed containers and does not produce odor.
- Copies of Hightech Labs, LLC's Standard Operating Procedures (SOP's) pertaining to compliance of the ordinance to accompany this addendum.
 - HTL Document Number(s): HTL-006 HTL-009, HTL-013, HTL-014, HTL-015 & HTL-019
- Administrative controls include regular inspection and cleaning of reusable HVAC filters, replacement of disposable pleated filters and inspection of all exhaust fans and hoods. The Extraction Lab high volume air exhaust filter has been electrically tied into the extraction machine with an in-line duct vane switch that will prevent operation of the extractor if the exhaust fan fails for any reason, this was the requirement for Code Enforcement approval for the classified space.
 - Procedural activities for odor mitigation include the carbon filtered exhaust fans and air moving HVAC equipment which allow multiple filtered air changes in their respective areas per hour. Hightech Labs does not produce a high quantity of odors as compared to a cultivation facility for example.
 - Staff training is provided during orientation and throughout the year as needed to maintain high functionality of our odor mitigation systems.

- Engineering controls include room and space designed by CWS Architects in conjunction with local Code Enforcement and local Fire Department approval for areas using any potentially hazardous substances (e.g., Ethanol). Peer reviews conducted by Pressure Safety Inspectors (PSI) and certified UL equipment for the extraction and related equipment are on record. All ventilation fans and equipment used in odor-emitting areas were considered with an “over-kill” approach to mitigation as well as thorough consideration for our neighbors and visitors. Equipment maintenance and procedures are attached under the Hightech Labs SOP titled, “Equipment Maintenance”.
- Current room modifications are currently being updated and cameras will be put in place directly following the build-out.



April 14, 2021

City of Biddeford
Planning Board
PO Box 586, 205 Main Street
Biddeford, ME 04005

RE: Section 77. Marijuana. Added 1-5-2021 by Ord. No. 2021.01

Hightech Labs proposed use will be in full compliance with the City's Marijuana establishments Ordinance; Section 77. marijuana. Added 1-5-2021 by Ord. No. 2021.01.

A. Hightech Labs operates its business indoors. Any common areas, including, but not limited to storage areas and building facilities, shared with another marijuana establishment is clearly identified as such on the site plan. The proposed use and facility is compliant with the ordinance.

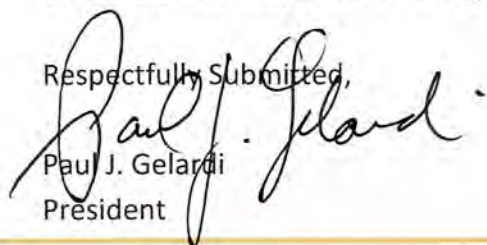
B. Marijuana odor will not be detectable off-premises. We have attached a copy of our odor control plan with this letter.

The following items are included with this letter:

1. A facility floor plan that identifies the locations of all odor-emitting activities and sources. The plan also identifies the location of doors, vents, HVAC systems, odor control systems and other relevant information.
2. A list of specific odor-emitting activities and sources, and a description of the processes that will take place at the facility.
3. For each odor-emitting activity or source, a description of the administrative procedures as well as the engineering processes, technologies, and equipment the facility will use is included.
4. Management practices to isolate odor activities and sources, use of standard operating procedures, employee training, regular equipment inspections and maintenance of inspection logs.
5. Engineering controls, building design features; use of equipment and technology to address each specific odor emitting activity or source; a systems and equipment maintenance and replacement schedule; and evidence that proposed equipment and technology are sufficiently capable and appropriately sized consistent with marijuana industry best practices for control technologies designed to effectively mitigate odors.

C. All marijuana and marijuana byproducts intended for disposal shall be stored indoors in a self-contained room that is intended solely for this purpose and in accordance with all applicable federal, state, and local laws and regulations. When moving material from the self-contained storage room for disposal, marijuana and marijuana by-product shall be moved only in receptacles with a cover or lid. Security cameras shall be installed to record activities in the area of the storage room as well the areas between the storage room and where said material is loaded onto vehicle(s) for disposal.

Respectfully Submitted,


Paul J. Gelardi
President



STANDARD OPERATING PROCEDURE

Equipment Maintenance

HTL Document Number: HTL-026

UNRELEASED

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DOCUMENT APPROVAL		
POSITION	NAME	DATE
Originator		
Engineering		
Quality		

DOCUMENT REVISION		
REV	DATE	DESCRIPTION
NBH	12/20/19	Document Created

UNCONTROLLED COPY

- 1.0 Purpose and Scope
 - 1.1 Purpose
 - 1.1.1 The purpose of this document is to define the processes and procedures of Hightech Labs, LLC equipment inspection and maintenance processes
 - 1.2 Scope
 - 1.2.1 This document applies to all the operations, processes and procedures of Hightech Labs, LLC.
- 2.0 Summary
 - 2.1 The operations, processes and procedures in this document produce food grade plant extracts and require a clean and controlled environment. Proper PPE and cleanliness of the process environment is critical to maintain integrity of the product. Properly functioning equipment and instruments are vital to consistent and successful operation of Hightech Labs, LLC.
- 3.0 Responsible Personnel
 - 3.1 It is the responsibility of all employees and associated personnel of Hightech Labs to comply with and enforce the Standard Operating Procedures
- 4.0 Regulatory Reference
 - 4.1 <https://www.fda.gov/food/guidanceregulation/guidancedocumentsregulatoryinformation/ucm238182.htm>
- 5.0 Documents
 - 5.1 Procedures
 - 5.1.1 HTL-0014 Ethanol Canister Replacement
 - 5.1.2 HTL-006 Material Grinding
 - 5.1.3 HTL-009 SCFN Startup Procedure
 - 5.1.4 HTL-013 SCFN User Manual
 - 5.1.5 HTL-019 SCFN Shutdown Procedure
 - 5.1.6 HTL-015 Extraction Vessel Depressurization
 - 5.2 Appendix A: Logs
 - 5.2.1 HTF-026-1 HVAC Filter Inspection & Replacement Log
 - 5.2.2 HTF-026-2 Carbon Filter Inspection & Replacement Log
 - 5.2.3 HTF-026-3 SCFN Extractor Maintenance Log
 - 5.2.4 HTF-026-4 B/R Molecular Still Maintenance Log
 - 5.2.5 HTF-026-5 Vacuum Pump Maintenance Log
 - 5.2.6 HTF-026-6 Sub-Zero Freezer Maintenance Log
 - 5.2.7 HTF-026-7 Grinder Maintenance Log



April 1, 2021

Greg Tansley, AICP
Planning and Development Director
P.O. Box 586,
205 Main Street
Biddeford, Maine 04005

Dear Greg,

GO Development would like to submit a request to the Planning Board to waive the Site Plan Review as part of the application for Conditional Use for Hightech Labs expansion as well as Cloud Manufacturing Holdings, LLC. The facility at 5 Drapeau Street is an existing building. Pursuant to Article VII Conditional Uses, Section 3. B "In cases where expansion will not change the existing use, or the exterior dimensions of any existing building, the Planning Board may pass upon the review procedure and waive the submission requirements in order that the project may be expedited." We ask the board to waive the site plan review because we will not change the exterior dimension of the existing building. Thank you in advance for your consideration.

Best regards,

Bethanie Cardner
Business Manager
Enclosure

Commercial Lease

Lease Agreement made as of the 1st day of May 2017, by and between GO Development, LLC, a limited liability company established under the laws of the State of Maine, with a mailing address of P. O. Box 111, Kennebunk, Maine 04043 (hereinafter called the Landlord), and Hightech Labs, LLC, a Maine limited liability company, having its principal place of business in Biddeford, Maine (hereinafter called Tenant).

Landlord and Tenant, for and in consideration of the mutual covenants, agreements and undertakings hereinafter set forth, mutually agree as follows:

1. **Leased Premises.** The Landlord hereby leases to the Tenant and Tenant accepts certain commercial space containing 1,600 square feet (the "Premises") located at 5 Drapeau Street, Suite 103, Biddeford, York County, Maine (the "Premises"), together with the non-exclusive use of the unreserved parking areas and use in common of all access drives.

2. **Use of Premises.** Tenant agrees to occupy said premises exclusively for storage and operation of a Supercritical Fluid CO₂ Extractor. No other use, business or activity shall be conducted on said Premises without the written consent of Landlord, which consent may be withheld or conditioned for any reason. Tenant shall observe all the terms and conditions imposed upon occupants of the Biddeford Industrial Park.

3. **Term of lease.** The term of this lease (the "Lease Term") shall be 60 months commencing on May 1, 2017. The term of this Lease shall automatically renew for consecutive terms of 12 months unless terminated by either party by written notice given to the other party not less than 60 days prior to the expiration of the then current term.

4. **Rent.** Tenant hereby agrees to pay to Landlord, at the address set forth above without any prior demand and without any setoff or deduction whatsoever, rental at the rate of \$800 per month (the "Rent"), payable in advance.

5. **Utilities.** Landlord shall be solely responsible for all charges for heat, water, gas, electricity, and any other utility supplied to the Premises. In no event, shall Landlord be liable for an interruption or failure in supply of any such utility to the Premises for any cause other than Landlord's willful interruption of service.

6. **Covenant of quiet enjoyment.** The Tenant, upon the payment of the Rent and upon the performance of all the terms of this Lease, shall at all times during the Lease Term peaceably and quietly enjoy the Premises without any disturbance from any other person, except that the Landlord may enter the Premises at reasonable times and upon reasonable notice to view the Premises, to make repairs required under this Lease and to show said Premises for re-leasing, and except for any disturbance as the result of the lawful use of any easement affecting the Premises.

7. **Tenant's covenants.** In addition to any other covenants of this Lease, the Tenant covenants, represents and warrants that:

A. Tenant will keep the Premises clean and in neat repair and not allow any accumulations of trash, garbage, or debris on or about the Premises. Tenant will take all necessary steps to keep odors from escaping from the Premises. Tenant covenants and agrees that Tenant will not make or suffer any strip or waste of the demised premises. Tenant shall leave the Premises in good condition, reasonable wear and tear excepted.

B. Tenant will comply with all state and local statutes, ordinances and regulations and shall not cause any unreasonable noise or otherwise disturb the peaceful enjoyment of other tenants.

C. Tenant will not make any alterations, repair or replacements to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

D. Tenant will not place or cause to be erected any sign, object or thing on the Premises without first obtaining the Landlord's written consent, which shall not be unreasonably withheld.

E. Tenant's Property Insurance: Tenant will maintain fire, comprehensive and extended coverage property damage insurance with respect to Tenant's property. Tenant shall look solely to Tenant's insurance for any loss or damage to Tenant's property, and Tenant agrees to indemnify and hold Landlord harmless from any claims, liability, damages, actions or causes of action arising from or relating to any loss or damage to Tenant's property.

F. Tenant's Liability Insurance: Tenant will maintain a policy of general public liability insurance in an amount not less than \$1,000,000 with a maximum deductible of \$2,500 naming Landlord as an additional insured.

G. Tenant shall be responsible for the cost of all repairs, replacements and maintenance to the Premises or to any improvements contained thereon made necessary as a result of the willful conduct, negligence or neglect of the Tenant, its agents employees, licensees or invitees. Tenant shall indemnify and hold Landlord harmless from liability for any loss of or damage to property of others caused by the willful conduct or negligence of Tenant's agents employees, licensees or invitees.

H. Tenant shall not use, store, produce, or permit in or on the Premises any substance deemed hazardous or otherwise toxic or dangerous under the common law or under any one or more of the following statutes or regulations, as they may have been amended: the Superfund Amendments and Reauthorization Act of 1986; the Clean Water Act, 33 USC § 1251 et seq. and 33 USC §1342 et seq.; the Safe Drinking Water Act, 14 USC §1401 et seq.; the Clean Air Act, 42 USC §7401 et seq.; the Uncontrolled

Hazardous Substances Sites Act, 38 MRSA §1361 et seq.; and the Maine Underground Storage Facilities and Ground Water Protection statute, 38 MRSA §561 et seq., or any similar federal, state or local hazardous waste or environmental protection statute or ordinance, unless Landlord shall first consent to such use, storage, production, or permission. Such consent shall not be unreasonably withheld provided that Tenant shall demonstrate procedures to Landlord which shall minimize or eliminate any risk of environmental contamination.

8. **Landlord's Covenants.** Landlord covenants and agrees as follows:

A. Landlord holds fee simple title to the Premises, with no restrictions or easements which would interfere with Tenant's proposed use of the Premises.

B. Tenant will enjoy peaceable possession of the Premises during the term of this Lease.

C. Landlord represents that the property of which the Premises is a part complies with all local, state and federal laws in effect as of the date of this Lease.

9. **Assignment and subletting.** The Tenant shall not assign, mortgage or encumber this Lease, nor sublet or permit the Premises or any part thereof without the prior written consent of Landlord, which consent may be conditioned or denied in Landlord's sole discretion.

10. **Surrender.** At the termination of the Lease, as herein provided, the Tenant shall surrender the Premises in as good a condition as it was in at the beginning of the term, reasonable use and wear and casualty losses excepted.

11. **Default.**

A. The occurrence of any of the following shall constitute an event of default:

i. Delinquency in the due and punctual payment of the Rent when due, time being of the essence. It is agreed that there is no grace period, notice or right to cure with respect to unpaid rent.

ii. Delinquency by the Tenant in the performance of or compliance with any of the conditions contained in this Lease other than those referred to in the foregoing subparagraph (i), for a period of five (5) days after written notice thereof from the Landlord to the Tenant.

B. Upon the occurrence of an event of default, the Landlord at any time thereafter may give written notice to the Tenant specifying such event of default and stating that this Lease shall expire on the date specified in such notice, which shall be at least seven (7) days after the giving of such notice, and upon the date specified in such notice this Lease and all rights of the Tenant hereunder shall terminate.

C. Upon the termination of this Lease pursuant to Paragraph B of this Article, Tenant shall surrender the Premises to the Landlord, and the Landlord, upon or at any time after any such expiration, may without further notice re-enter the Premises and repossess it, by summary proceedings, ejectment, or otherwise, not involving a disturbance of the peace or may dispossess the Tenant and remove the Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the right to receive all rental income therefrom.

D. No termination of this Lease because of such defaults shall relieve the Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration.

12. **Destruction of premises.** In the event the Premises or any part thereof during said term is damaged by fire or other unavoidable casualty so as to be unfit for occupation or use, then the rent herein above reserved, or a fair and just proportion thereof, according to the nature and extent of the damages sustained, shall be suspended or abated until the said premises shall have been rebuilt and put in proper condition for use and occupation by the Landlord; or this Lease shall, at the election of either the Tenant or the Landlord, their heirs, successors or assigns, upon written notice thereof to be given within 30 days after such destruction to the other party, be terminated.

13. **Notices.** Any notices required or permitted to be given under this lease shall be delivered in writing either in hand or by U.S. Certified Mail, return receipt requested, postage prepaid, as follows:

To the Landlord:

GO Development
P.O. Box 111
Kennebunk, Maine 04043

To the Tenant:

Hightech Labs, LLC
5 Drapeau Street, Suite 103
Biddeford, ME 04005

14. **Subordination.** Tenant accepts this Lease subject and subordinate to any mortgage, security interest or lien presently existing or hereinafter placed upon the premises by Landlord and to any renewals and extensions thereof. Tenant agrees to execute such documents as necessary in the opinion of any mortgagee or lien holder to evidence this subordination.

15. **Waiver of Subrogation.** Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all right of recovery, claim, action or cause of action, against each other, their agents, officers, employees or any party claiming by, through or under Landlord or Tenant, for any loss or damage that may occur to the Premises, improvements to the building of which the Premises are a part, or personal property within the building by reason of fire,

explosion or any other occurrence, regardless of cause or origin, including negligence of Landlord or Tenant and their respective insurance companies which have issued policies of insurance covering all risk of direct physical loss, written notice of the terms of the mutual waivers contained in this section and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverage's by reason of the mutual waivers.

16. **Right of access.** The Landlord shall, upon reasonable notice, and at all times in case of emergency, have full and unrestricted access to all utility installations servicing the building and the Premises. Tenant shall permit Landlord and Landlord's agents to enter at all reasonable times and after reasonable notice to Tenant, to inspect the Equipment and to view the condition of the Premises or to make such alterations or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purposes.

17. **Governing Law.** This Lease shall be governed by, construed and enforced in accordance with the Laws of the State of Maine.

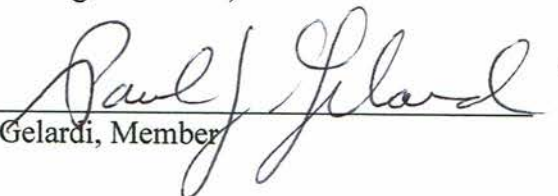
18. **Effect.** The covenants, terms, conditions, provisions and undertakings in this Lease or in any renewals thereof shall extend to and be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective parties hereof, as if they were in every case named expressed.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

Landlord: GO Development, LLC

By: 
Name: Bethanie Z. S. Cardner
Title: Property Manager

Tenant: Hightech Labs, LLC

By: 
Paul Gelardi, Member

Amendment to Lease Agreement

This Amendment to Lease Agreement ("Amendment") is made on this 1st day of April 2021, by and between GO Development, LLC a Maine limited liability company having a principal place of business at 15 Morin Street, Biddeford, Maine ("Landlord") and Hightech Labs, LLC, a Maine limited liability company with its principal place of business at 5 Drapeau Street, Suite 103, Biddeford, ME 04005 ("Tenant").

WHEREAS, Landlord and Tenant are parties to a certain Lease Agreement dated May 1, 2017 for Demised Premises containing 1,600 square feet in the building at 5 Drapeau Street, Biddeford, Maine; and

WHEREAS, the parties hereto wish to amend the lease by adding an additional 6,188 square feet to the Demised Premises;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree that the lease is hereby amended as follows:

1. Effective April 1, 2021, the Demised Premises is hereby expanded and amended to include 6,188 square feet of Gross Leasable Area.
2. Effective April 1, 2021, the Fixed Minimum Rent will be increase to \$25,680.20 annually, payable in monthly installments of \$2,140.02.
3. Effective April 1, 2021, the lease will change from an All-Inclusive lease to a Modified Gross lease.
4. Unless otherwise terminated in accordance with the provisions of the Lease, the Term of the Lease is hereby extended until the date that is five years from the last day of the month in which the Execution Date of this Amendment occurs.
5. Except as specifically set forth herein, the lease shall remain in full force and effect in accordance with the original terms and provisions thereof.

IN WITNESS WHEREOF: The parties have executed this Amendment as of the day and year first above written.

Landlord: GO Development, LLC



Witness



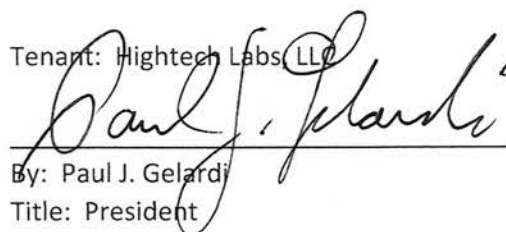
By: Bethanie Z. S. Cardner

Title: Business Manager

Witness

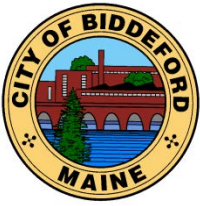


Tenant: Hightech Labs, LLC



By: Paul J. Gelardi

Title: President



CITY OF BIDDEFORD

Planning and Development Department

Greg D. Tansley, A.I.C.P.
City Planner
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 282-7119 or (207) 284-9115
Greg.Tansley@biddefordmaine.org

NOTICE OF DECISION

May 8, 2020

Bethanie Cardner
GO Development, LLC
PO Box 111
Kennebunk, ME 04043

RE: 2020.10 Conditional Use Permit for Maine Organic Therapy, Inc., to expand its existing Medical Marijuana grow operation at 5 Drapeau Street (Tax Map 12, Lot 22) in the I-1 Zone.

Dear Beth,

At their meeting of May 6, 2020, the Biddeford Planning Board reviewed the Conditional Use Permit/Site Plan for Maine Organic therapy, Inc., for a 28,000 SF expansion of their Medical Marijuana Growing Facility at 5 Drapeau Street (Tax Map 12, Lot 22) in the I-1 Zone. Go Development. LLC owns the property and you presented the application proposal to the Planning Board.

Based on the presentation and the materials submitted, the Planning Board waived Full Site Plan Review, approved the Conditional Use Permit/Site Plan, and approved the findings of fact conditioned on the following:

1. **Standard Conditions of Approval apply.**
2. **The applicant shall obtain all other pertinent local, state and federal permits/licenses/insurance such as building, electrical, plumbing, etc prior to commencing business.**
3. **No exterior evidence of cultivation occurring within the property can be visible from any public right-of-way.**
4. **No cannabis odors may be detectable from any place outside the structure(s) in which the use occurs. The applicant must submit to the Code Enforcement Department for review and approval an Odor Abatement Plan. The Odor Abatement Plan must be reviewed and approved by the City prior to permit issuance. The Odor Abatement Plan must be implemented prior to the issuance of an occupancy permit. The Odor Abatement Plan must include the following:**
 - a. **A floor plan, specifying locations of odor-emitting activity(ies) and emissions.**
 - b. **A description of the specific odor-emitting activity(ies) that will occur.**

- c. A description of all equipment and methods to be used for reducing odors and ensuring that odors do not migrate outside of the structure(s). Odor control equipment should consist of a building, or if applicable, room ventilation system that collects the air from all potential odor generating activities and direct to a control device such as an activated carbon system. A Professional Engineer and a Certified Industrial Hygienist must review and certify that the equipment and methods to be used for reducing odors and ensuring adequate indoor air quality consistent with accepted and available industry-specific best control technologies and methods designed to ensure that odors from the use do not migrate outside of the structure(s) and that air quality inside the structure(s) meet acceptable industry standards.

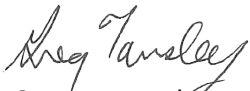
The Planning Board approval shall be valid for one (1) year from the date of said approval. If a building permit has not been issued within one (1) year, then said approval shall become automatically null and void.

Appeals of the Planning Board's decision may be made as per the Biddeford Revised Code of Ordinances.

Please contact us at 284-9115 if you have any questions.

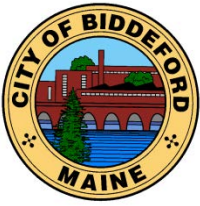
FOR THE BIDDEFORD PLANNING BOARD

Sincerely,



Greg D. Tansley, AICP
City Planner

Cc: R. Fecteau, Code Enforcement Officer (via e-mail)
M. Eddy, Planning and Development Director (via e-mail)
File



CITY OF BIDDEFORD

Planning and Development Department

Greg D. Tansley, A.I.C.P.
City Planner
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 282-7119 or (207) 284-9115
Greg.Tansley@biddefordmaine.org

Standard Conditions of Approval

Owner: Bethanie Cardner
GO Development, LLC
PO Box 111
Kennebunk, ME 04043

Applicant: Maine Organic Therapy, Inc.
5 Drapeau Street
Biddeford, ME 04005

Project Description: Expansion of a Medical Marijuana Growing Facility

Project Location: 5 Drapeau Street

Tax Map / Lot Number: Tax Map 12, Lot 22

Project ID: 2020.10

1. The material provided for the proposed project has been reviewed only for general conformance to the City technical requirements. The applicant(s) and/or their technical consultant shall be responsible for the actual design details and completeness of their work. It is incumbent upon the applicant(s) to ensure that the project is in conformance and complies with all City Codes, ordinances and regulations as well as with all state regulations, including, but not limited to, space and bulk standards, performance standards, use standards and other zoning type requirements.
2. All work shall be in conformance with the approved plans and submission documents. No deviations from the approved plans are permitted without prior approval from the Planning Board for major changes, and from the City Planner and City Engineer for minor changes. The City Planner shall make the determination of major or minor.
3. If Site Development is required as part of the project, a Letter of Credit or other surety acceptable to the City of Biddeford shall be submitted prior to the issuance of permits or site work being initiated. The financial guarantee shall be established for 150% of the cost of the remaining project improvements. (Items include but are not limited to the following):
 - a. Landscaping
 - b. Paving
 - c. Work within ROW (existing or proposed)

- d. Drainage
 - e. Loam & seed
 - f. Sediment & erosion control
 - g. As-builts
 - h. Monuments
4. Prior to any ground disturbance, the applicant shall establish a construction inspection account equal to: N/A.
 5. Prior to any ground disturbance, a pre-construction meeting with the owner/applicant, contractor, and City is required. Contact the Engineering Department to schedule this meeting.
 6. Contact the Department of Public Works for driveway location permits, curb cut permits and/or street opening permits prior to the start of construction.
 7. If Site Development is required as part of the project, an as-built plan must be provided to the City of Biddeford Engineering Office at the end of the project on mylar and on a disk, in a format, which can be read by the City of Biddeford's Geographic Information System software. If a disk copy cannot be provided, a charge for staff time to enter the plan into the City system will be assessed to the applicant.
 8. The applicant shall incorporate appropriate erosion control measures into this project to reduce erosion affects from the work. All disturbed areas must be re-vegetated and/or otherwise stabilized at the appropriate stage of the work per Maine DEP standards in the Best Management Practice (BMP) manual.
 9. That the Article VI Performance Standards requirements regarding Dust, Fumes, Vapors & Gases (sect 25), Explosive Materials (sect 28), Glare (sect 37), Noise (sect 48) be followed.
 10. The applicant is required to comply with all applicable requirements of Chapter 70 (Utilities) and Chapter 71 (Utilities/Industrial Pretreatment Program).
 11. The applicant shall obtain all other pertinent local, state and federal permits, licenses, and insurance such as blasting, building, electrical, plumbing, etc prior to commencing business.
 12. If Site Development is required as part of the project, at the completion of the project the owner/applicant shall request a final inspection. This request shall be directed to the Planning Office. Performance Guarantees and remaining escrow accounts shall not be released until the Planning Office certifies that the project has been completed and is in compliance with the approval and all applicable City Ordinances.

March 15, 2021

Hightech Extracts

Re: Hightech Extracts – Proposed Extraction Lab, Ethanol Use Codes Evaluation
5 Drapeau Street
Biddeford, ME

1. INTRODUCTION

It is Hightech Extracts intent to expand their current suite within the 5 Drapeau Street facility. This document and the attached drawing package are intended to document the scope of the project and its associated code compliancy information. The following information will outline the intended use of Ethanol within a proposed new Extraction Lab and to provide compliancy information associated with its use.

1.1 Project Description

The project in general includes the interior renovation and fit-up of 4,327 square foot within the existing unlimited area building. Additional tenant space will be provided as well as an expansion to the Cure Leaf grow space within the building. The document is specific to the Hightech Extracts Suite and the proposed growth to their suite from 3,224 s.f. to 6,188 s.f. expanding Storage space and adding an Extraction Lab.

The intent is that the new Extraction lab will be set up and configured exactly as their current Extraction Lab. As with the other spaces within the suite, this lab will be considered a control area and properly separated managed as required. The new machine will be larger and the amount of Ethanol utilized in the process will be greater but as the attached documents show, the quantities will fall well within a single control area's compliancy limitations. This space will be separated from all other spaces by a 1-hour fire barrier assembly. This space will be considered an F-1 occupancy.

2.0 APPLICABLE CODES

2.1 The following Codes have been reviewed with respect to the incorporation of ethanol in the extraction process for this new lab space.

1. The International Building Code - 2015
2. NFPA 70 - The National Electric Code - 2017
3. NFPA 30 - Flammable and Combustible Liquids Code – 2008

4. NFPA 497 - Recommended Practice for the Classification of Flammable Liquids, Gasses, or Vapors and of Hazardous (Classified) Locations for Electrical Installations in Chemical Process Areas – 2017
5. NFPA 1 – The Uniform Fire Code 2018, Chapters 38 and 45

3.0 CODE COMPLIANCY REVIEW

3.1 EXISTING FACILITY DESCRIPTION

Proposed Suite Area: 6,188 s.f.

Proposed Extraction Lab (F-1) Area: 796 s.f.

Sprinkler System: The suite is fully sprinkled. The system will be reconfigured as required to provide proper coverage within the proposed Extraction Lab and Storage spaces.

Fire Alarm System: The supervised fire alarm system will be extended in the suite. Smoke detection, horn-strobes and pull stations will be provided as require for provide proper coverage within the entire suite.

3.2 INTERNATIONAL BUILDING CODE - 2015

IBC - Section 307.1

The Lab space will NOT be considered a Hazardous space. The lab will be considered a control room. The volume of Ethanol in use within a closed system and in storage will fall below the allowable amounts for a control area. Please refer to the following Ethanol in Use or Storage Table for quantification and further code information. This space will be considered a “control area” as defined within IBC.

The table at the end of the report reflects the quantification within the building.

3.3 NFPA 1 – FIRE CODE - 2018

FC – Chapter 38, Section 38.6 Processing or Extraction

Section 38.6.1.1 Extraction Rooms

The proposed space will conform the requirement of this section. The attached drawings represent the construction details including space adjacencies and door hardware & egress means.

Section 38.6.1.2 – Staffing and 38.6.1.3 - Operator Training

Trained staff will be present during all process work at all times. Training documentation can be provided to the AHJ upon request.

Section 38.6.1.4 – Signage

SDS sheets will be posted with the Extraction Lab and an NPFA 704 indication sign will be posted on the entry door to the lab.

Sections covered within 38.6.1.5 – Systems, Equipment, and Processes

The proposed extraction machine and it's associated systems do not present an explosion risk. The equipment is a listed piece of equipment.

Section 38.6.2 – Liquefied Petroleum Gas

This section is not applicable.

Section 38.6.3 – Exhaust

An exhaust system has been designed and located above the "Cup" section of the extraction equipment per the manufactures recommendations.

Section 38.6.4 – Carbon Dioxide Extraction

This section of the code is not applicable.

Section 38.7 – Transfilling

This section is not applicable.

3.5 NFPA 30 FLAMMABLE AND COMBUSTIBLE LIQUIDS CODE - 2008

NFPA 30 - CHAPTER 7

In review of NFPA 30 Chapter 7 - Electrical Systems, specifically Table 7.3.3, I do not see a listed condition that would apply to the proposed installation. The space aligns with NEC's definition of Class 1, Zone 2. This means that flammable gasses or vapors are NOT likely to occur under normal operations and if they occur, they existing only

for short periods. Table 7.3.3 is applicable to gas or vapor conditions that can exist under normal operations.

NFPA 30 - CHAPTER 9

In review of NFPA 30 Chapter 9, it is determined that the allowable flammable liquid quantities and control area limitations established in IBC are the same as in NFPA 30.

- The manufacturers data supports the requirements for Class 1, Zone 2 electrical compliancy.

3.6 NFPA 70 - THE NATIONAL ELECTRICAL CODE - 2014

NFPA 70 - ARTICLE 500, SECTION 500.5(2)

The proposed ethanol system, its function and process will align with the NFPA 70 - The National Electrical Code, Article 500 - Hazardous (Classified) Locations, Classes I, II and III, Divisions 1 and 2 - 500.5(2) Class ,1 Division 2. This means that wiring methods, flexible connections, boxes, fittings, switches, circuit breakers, motors controls, luminaires, etc. shall be in accordance with all Class I, Division 2 requirements of Article 501 - Class I locations. All applicable electrical installation and equipment provisions will need to conform to these constraints.

NFPA 70 - ARTICLE 500, SECTION 505.5(3)

The proposed ethanol system, its function and process will align with the NFPA 70 - The National Electrical Code, Article 505 Zone 0, 1 and 2 Locations - 505.5(3) Class 1, Zone 2. This means that the Wire Methods outlined and described within Section 505.15(C) shall be applicable to this application. This section in particular requires wiring to be enclosed in conduit or shall be completed utilizing shielded or metallic cabling such as MC Cable.

NFPA 70 - ARTICLE 500, SECTION 505.5(D), (2) / Article 503

Class III locations are those in which easily ignitable fibers are present or where materials producing combustible fibers are handled, manufactured, or in use, but in which such fibers are not likely to be in suspension in the air in quantities sufficient to produce ignitable mixtures. Class III, Division II applies to these spaces as these fibers are not in the process of manufacture. Section 503.10(B)

requires wiring to be enclosed in conduit or shall be completed utilizing shielded or metallic cabling such as MC Cable.

3.7 NFPA 497 - RECOMMENDED PRACTICE FOR THE CLASSIFICATION OF FLAMMABLE LIQUIDS, GASES, OR VAPORS AND OF HAZARDOUS (CLASSIFIED) LOCATIONS FOR ELECTRICAL INSTALLATIONS IN CHEMICAL PROCESS AREAS - 2017

NFPA 497 1.1.1 States that:

“This recommended practice applies to those locations where flammable gases or vapors, flammable liquids, or combustible liquids are processed or handled and where their release into the atmosphere could result in their ignition by electrical systems or equipment.”

It is determined that NFPA 497 applies to this space.

1. This process uses Ethanol 95% (190 proof) as a cosolvent, which is a flammable liquid

- a. It forms a heavier-than-air gas; the vapor Density: 1.6 g/cc
- b. Flash point: 16.6°C (61.88°F)
- c. Boiling Point: 176°F
- d. Upper LEL/Lower LEL: 19%(V) / 3.3%(V)

NFPA 497 5.1.1.2 States:

A Class I Division 2 Location is a location in which volatile flammable gases, flammable liquids-produced vapors, or combustible liquid-produced vapors are handled, processed, or used, but in which the liquids, vapors, or gases will normally be confined within closed container or closed loop systems from which they can escape only in case of accidental rupture or breakdown of such containers or systems or in case of abnormal operation of equipment

It is determined that the extraction lab is a Class I Division 2 location.

4.0 SUMMARY

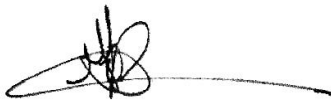
It has been determined that these spaces have been designed in accordance with applicable State adopted codes as well as NFPA 497.

264 US Route One, Suite 100-2A, Scarborough, ME 04074 | Phone: 207.774.4441 | www.CWSarch.com

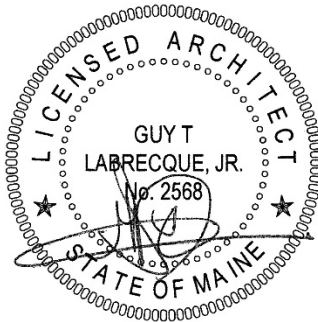
- i. The amount of Ethanol within the spaces falls below maximum allowable limits and as such the spaces are design accordingly.

5.0 CONCLUSION

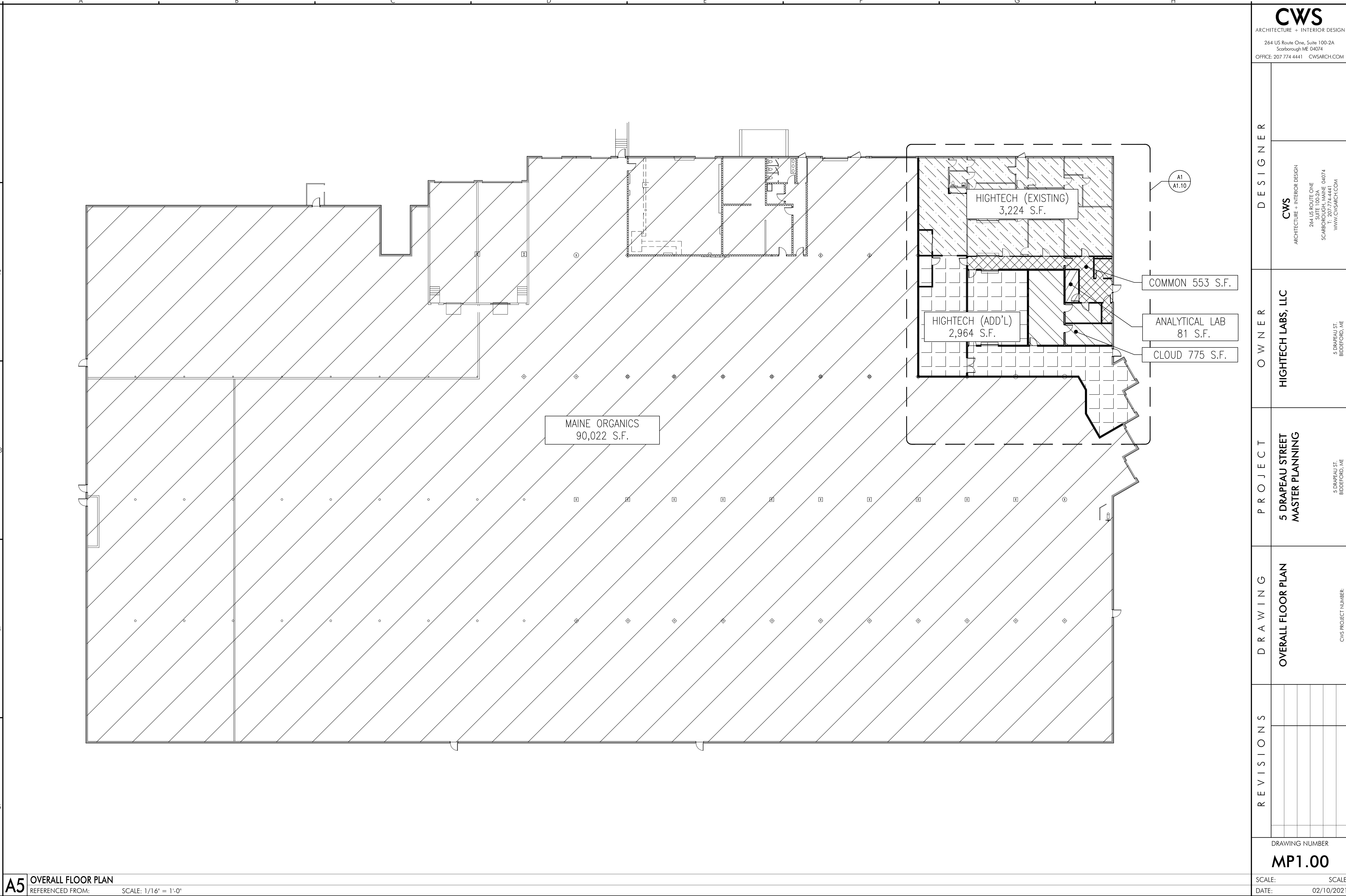
The above summary has identified the code compliancy requirements and methods of compliancy for the proposed tenant suite. Additional information can be provided upon request.



Guy T. Labrecque, Jr., AIA
Vice President



Ethanol in Use or Storage High Tech Extracts Suite												3/15/2021
Codes Summary	In Storage	In use within a Closed System	In use within an Open System									
Allowable amount of Ethanol within a Single Control Area - Class 1B Flammable Liquid - per IBC Table 307.1(1)	120 gal + 100% within sprinkled building + 100% within approved cabinets = 360 gallons per Control Area	120 gal + 100% within sprinkled building = 240 gallons per Control Area	30 gal + 100% within sprinkled building = 60 gallons per Control Area	Floor level - First Floor	Percent Maximum per Control Area	Fire Barrier Rating	Control Area Tally					Existing or Proposed Control Area Enclosure
Allowable Control Rooms within the building				4	100	1 hr						
Proposed and Existing Conditions Review												
Hightech Extractions												
Existing Integrated Recovery Lab												The perimeter walls encompassing all the listed spaces containing Ethanol will be constructed as 1-hour Fire Barrier assemblies and will be considered a "Control Area".
Infeed Container		13.2										
Cryo Tank		13.2										
Clarification Tank		13.2										
Solvent Recovery		13.2										
Reclaim Ethanol Tank		13.2								1		
	0	66	0									
Existing Wet Lab												
Flammable Storage Cabinet	20											
Freezer	15											
BR Modular Still		3								1		
	35	3	0									
Existing Extraction Lab												
Flammable Storage Cabinet	30											
Safety Cabinet	5											
Collection Carboy		2.5								1		
	35	2.5	0									
Existing Analytical Lab												
No Ethanol Use	0	0	0									
	0	0	0									
Proposed Extraction Lab												
Flammable Storage Cabinet	55											
Safety Cabinet	10											
Collection Carboy		5										
	65	5	0							1		
Total Usage within the Suite	135	76.5	0									
Total Quantity within Building	135	76.5	0							4		Proposed conditions conform



CWS

ARCHITECTURE + INTERIOR DESIGN

264 US Route One, Suite 100-2A
Scarborough ME 04074

OFFICE: 207.774.4441 CWSARCH.COM

DESIGNER

CWS

ARCHITECTURE + INTERIOR DESIGN

264 US ROUTE ONE
SUITE 100-2A
SCARBOROUGH, MAINE 04074
T: 207.774.4441
WWW.CWSARCH.COM

OWNER

HIGHTECH LABS, LLC

5 DRAPEAU ST.
BIDDEFORD, ME

PROJECT

5 DRAPEAU STREET
MASTER PLANNING

5 DRAPEAU ST.
BIDDEFORD, ME

DRAWING

OVERALL FLOOR PLAN

CWS PROJECT NUMBER:

REVISIONS

DRAWING NUMBER

MP1.00

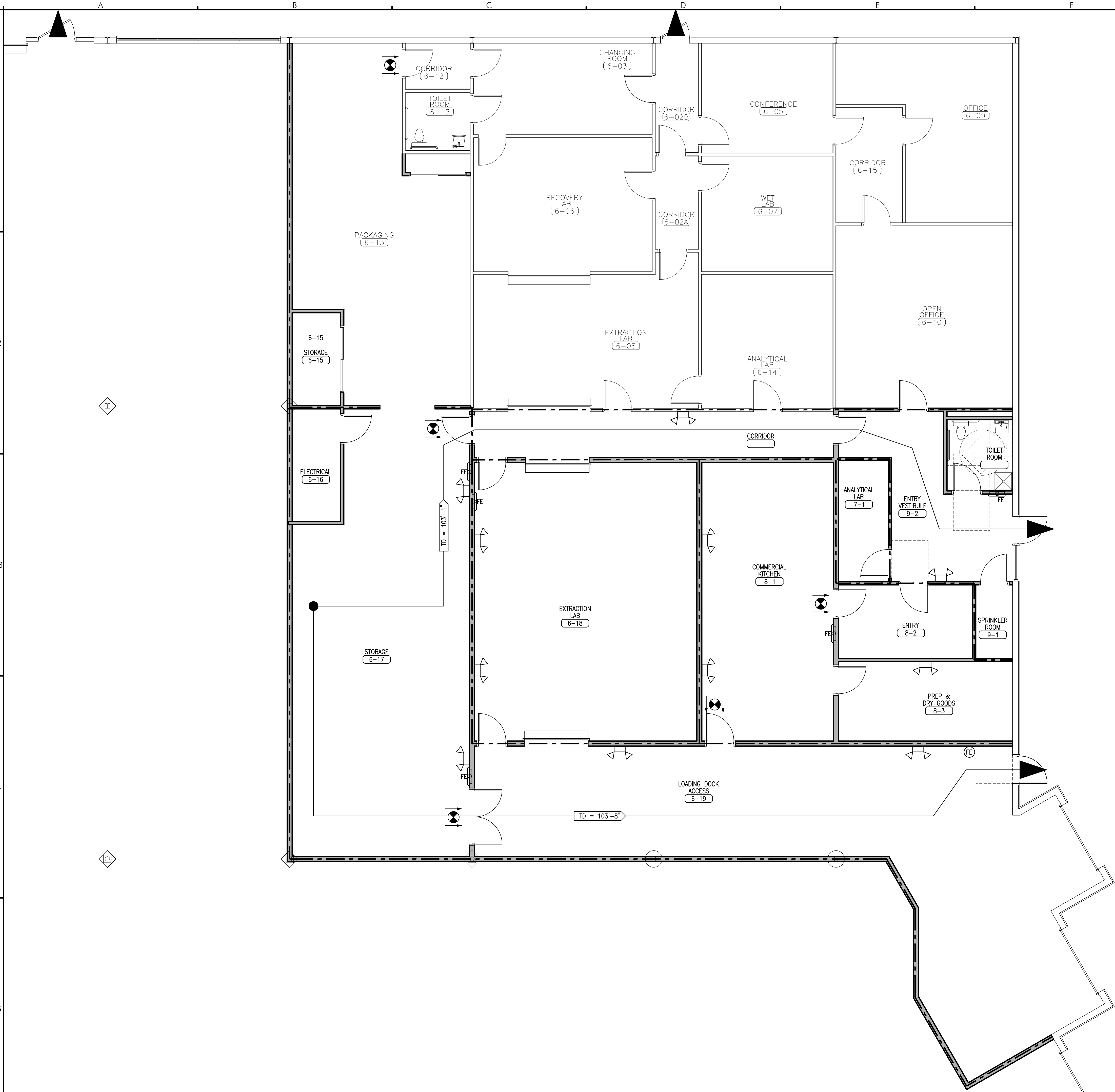
SCALE:

SCALE

DATE:

02/10/2021





LINE TYPE KEY:

----- 1 HOUR FIRE BARRIER

IBC 2015 – CHAPTER 1017.2 W/ SPRINKLER SYSTEM:
FACTORY GROUP F–1, MODERATE HAZARD

NFPA 101 2018 – CHAPTER 40
GENERAL INDUSTRIAL OCCUPANCY

EXIST ACCESS TRAVEL DISTANCE: TD X'–XX"

F–1 = 250'
GENERAL INDUSTRIAL = 250'

COMMON PATH OF EGRESS: CPT X'–XX"

F–1 = 100'
GENERAL INDUSTRIAL = 100'

DEAD END CORRIDOR: DC X'–XX"

F–1 = 50'
GENERAL INDUSTRIAL = 50'

PROPOSED SEPARATION APPROACH:
IBC 2015:
MIXED USE AND OCCUPANCY
* "SEPARATED USE"

NFPA 101 (2018):
SEPARATED OCCUPANCY
* "MIXED OCCUPANCY"

SQUARE FOOTAGE OF FLOOR:
APPROX. 97,600 SF

SYMBOLS LEGEND:

FE SEMI–RECESSED FIRE EXTINGUISHER CABINET AND FIRE EXTINGUISHER

FE SURFACE–MOUNTED FIRE EXTINGUISHER

WALL MOUNTED EMERGENCY LIGHT W/ BATTERY BACK–UP

CEILING MOUNTED EXIT SIGN. ARROW DENOTES EXIT SIGN TO BE PROVIDED W/ DIRECTIONAL ARROW

GENERAL NOTES:
COORDINATE LOCATIONS OF ALL LIFE SAFETY DEVICES WITH BASE AND WALL CASEWORK, MILLWORK, IMAGE DISPLAYS AND REFLECTED CEILING PLAN ELEMENTS.

AUTOMATIC FIRE SUPPRESSION SYSTEM:
FIRE SUPPRESSION SPRINKLER SYSTEM LAYOUT TO BE RECONFIGURED TO ACCOMMODATE SPACE LAYOUT AS REQUIRED.

AUTOMATIC FIRE DETECTION SYSTEM:
THE FIRE DETECTION SYSTEM LAYOUT TO BE RECONFIGURED TO ACCOMMODATE SPACE LAYOUT AS REQUIRED.



CWS

ARCHITECTURE + INTERIOR DESIGN

264 US Route One, Suite 100-2A
Scarborough ME 04074

OFFICE: 207.774.4441 CWSARCH.COM

DESIGNER

CWS

ARCHITECTURE + INTERIOR DESIGN

264 US ROUTE ONE
SUITE 100-2A
SCARBOROUGH, MAINE 04074
T: 207.774.4441
WWW.CWSARCH.COM

OWNER

HIGHTECH LABS, LLC

5 DRAPEAU ST.
BIDDEFORD, ME

PROJECT

5 DRAPEAU STREET
MASTER PLANNING

5 DRAPEAU ST.
BIDDEFORD, ME

DRAWING

REMOVALS PLAN

CWS PROJECT NUMBER:

REVISIONS

DRAWING NUMBER

AD1.10

SCALE:

AS NOTED

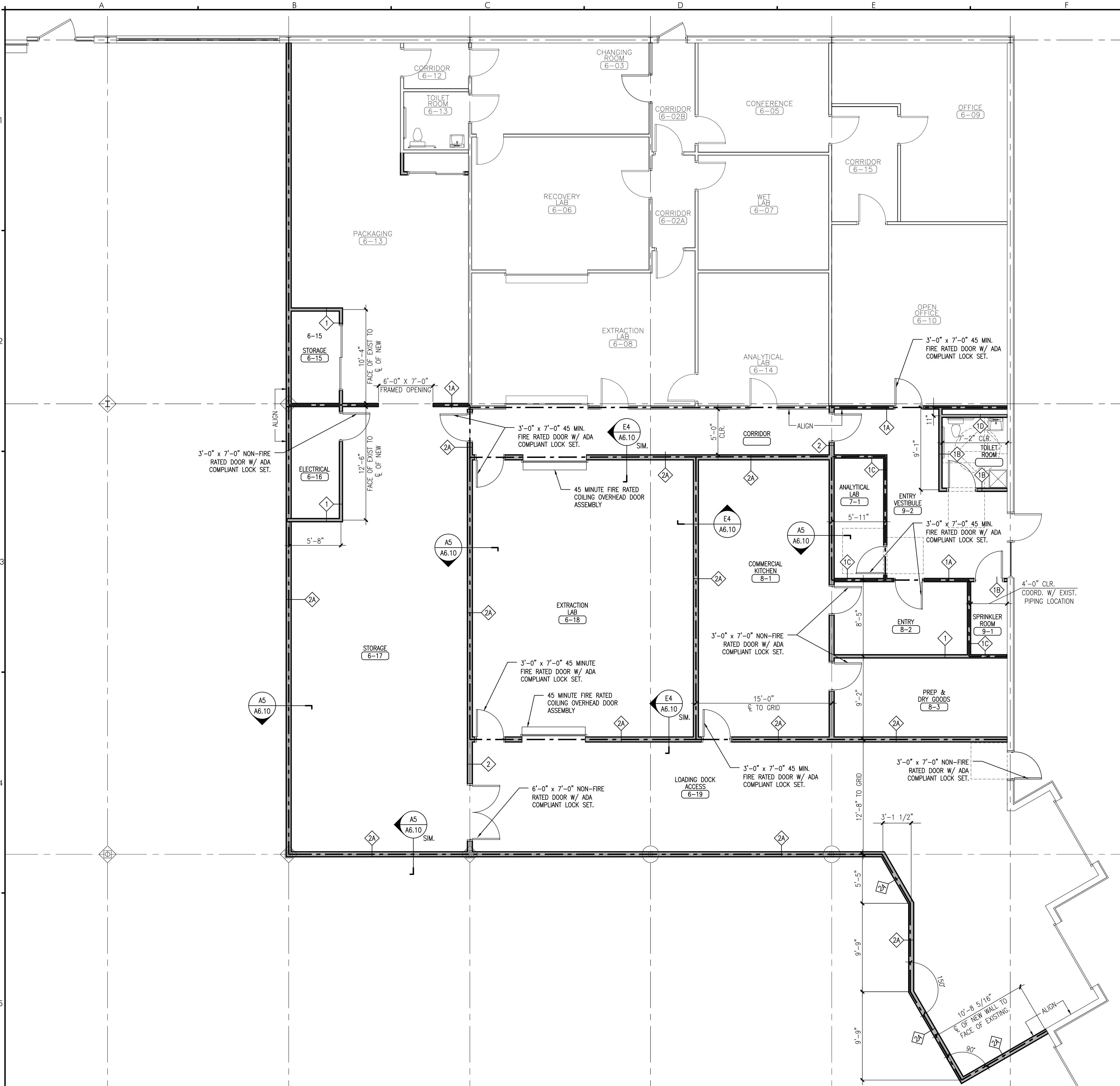
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02/10/2021

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ISSUED FOR REVIEW

146

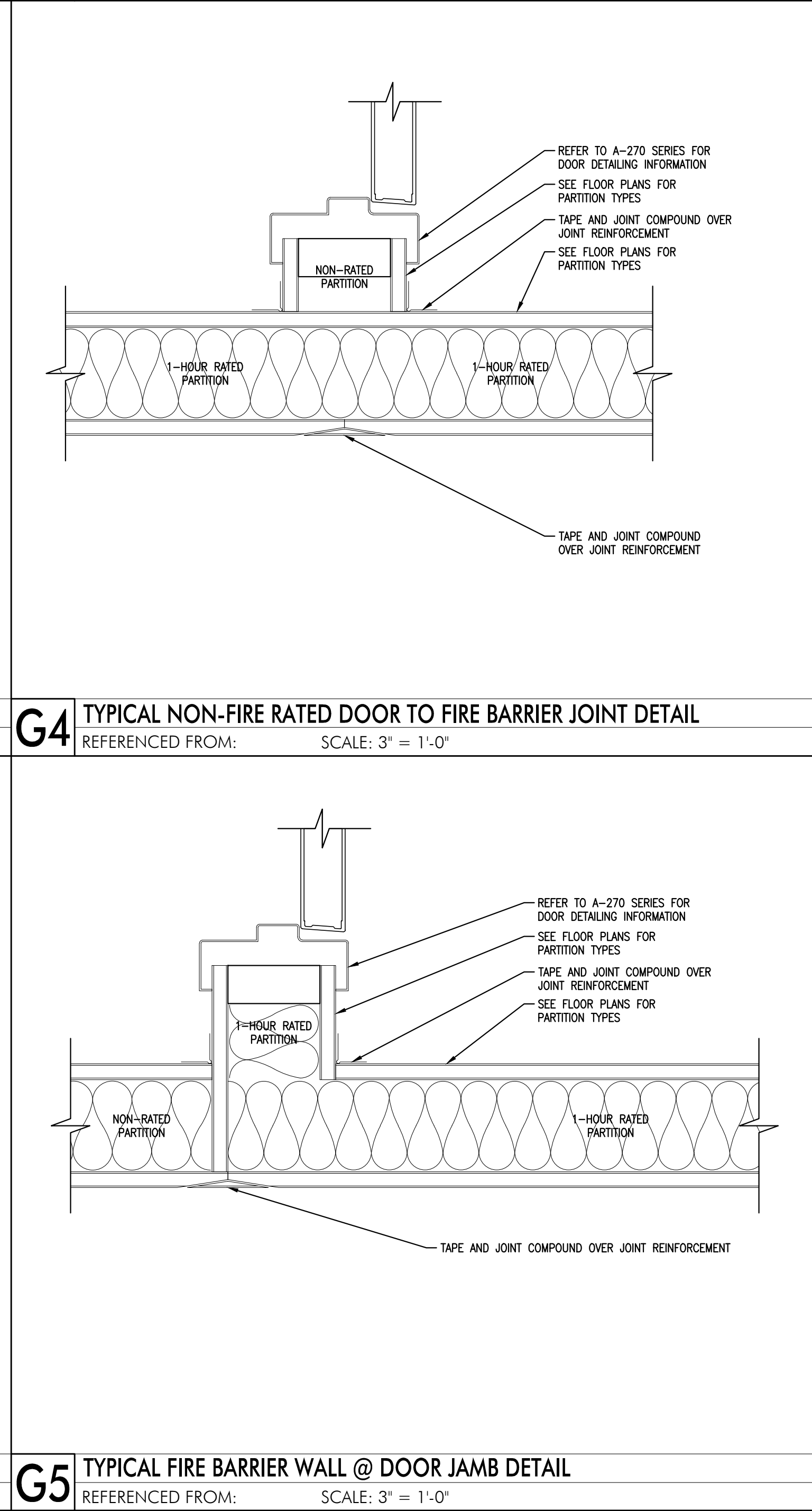
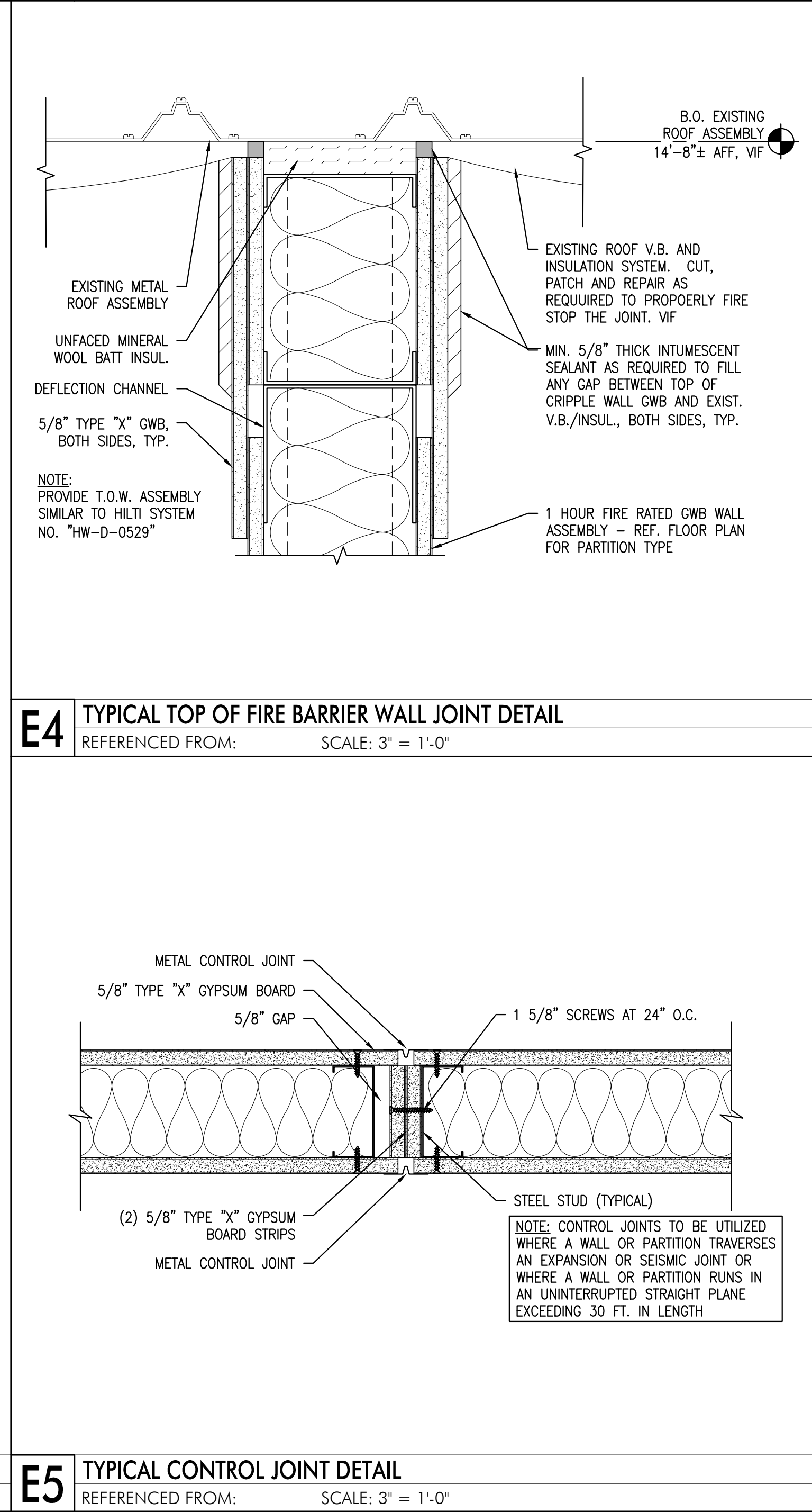
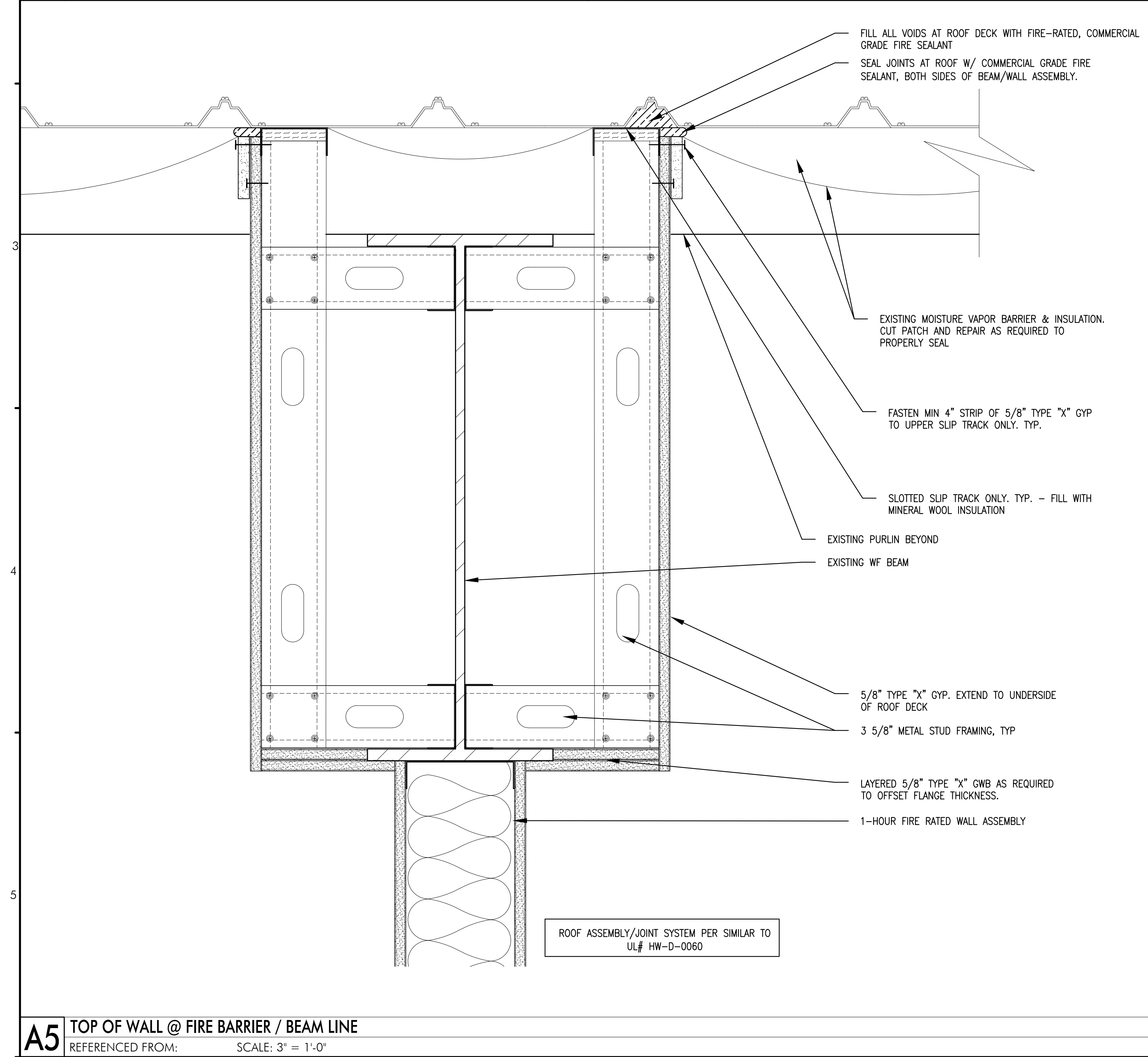
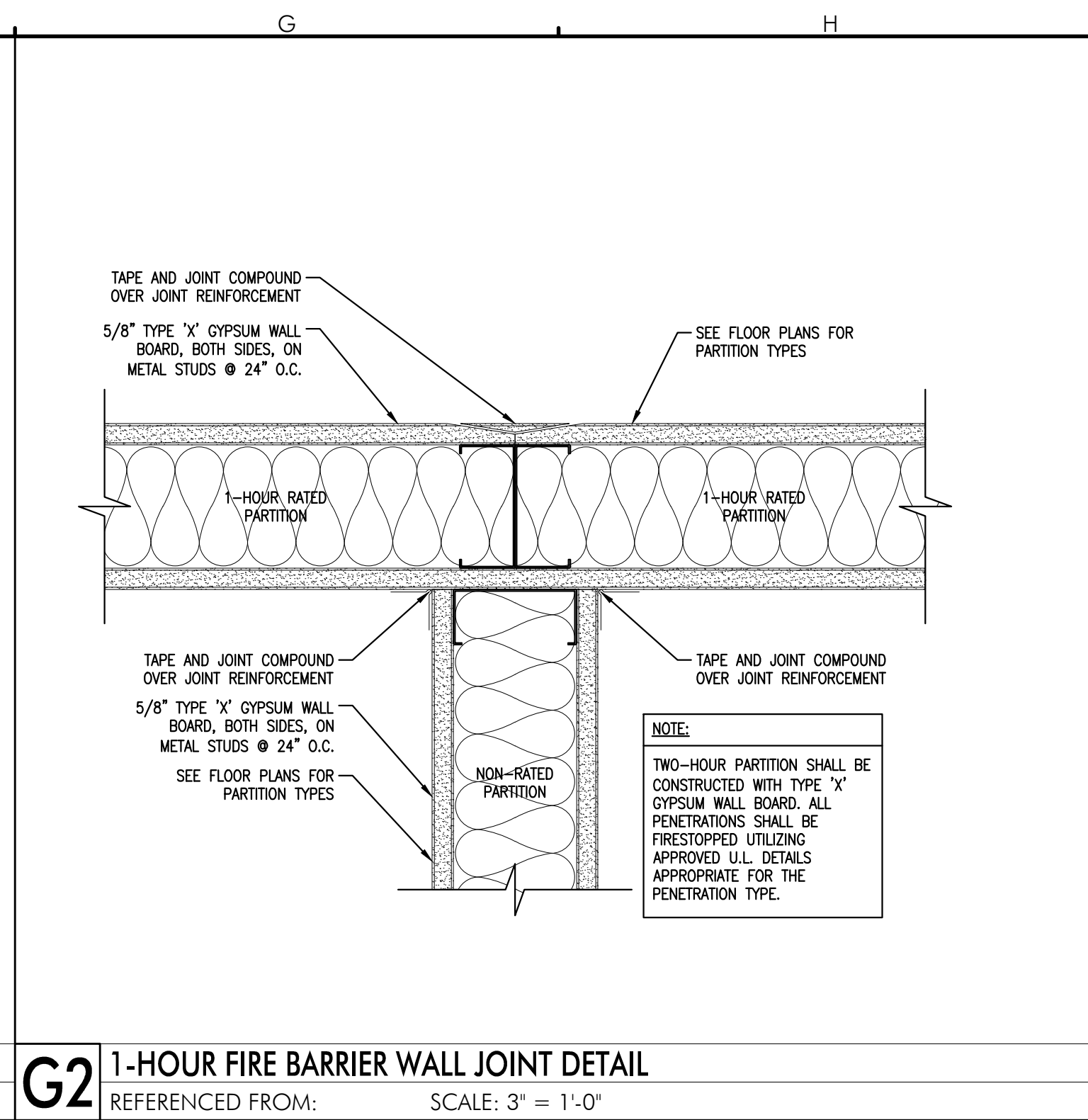
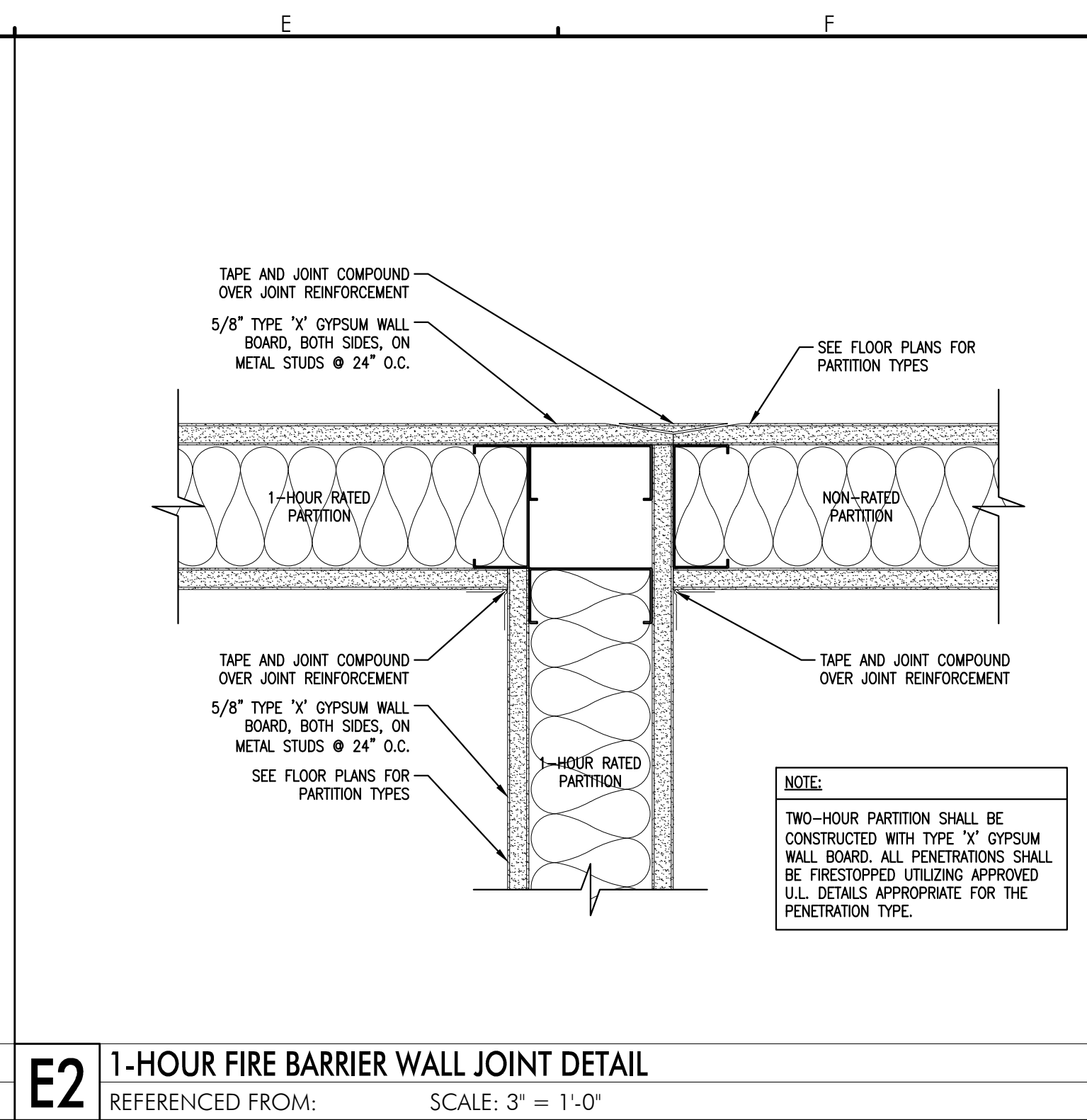
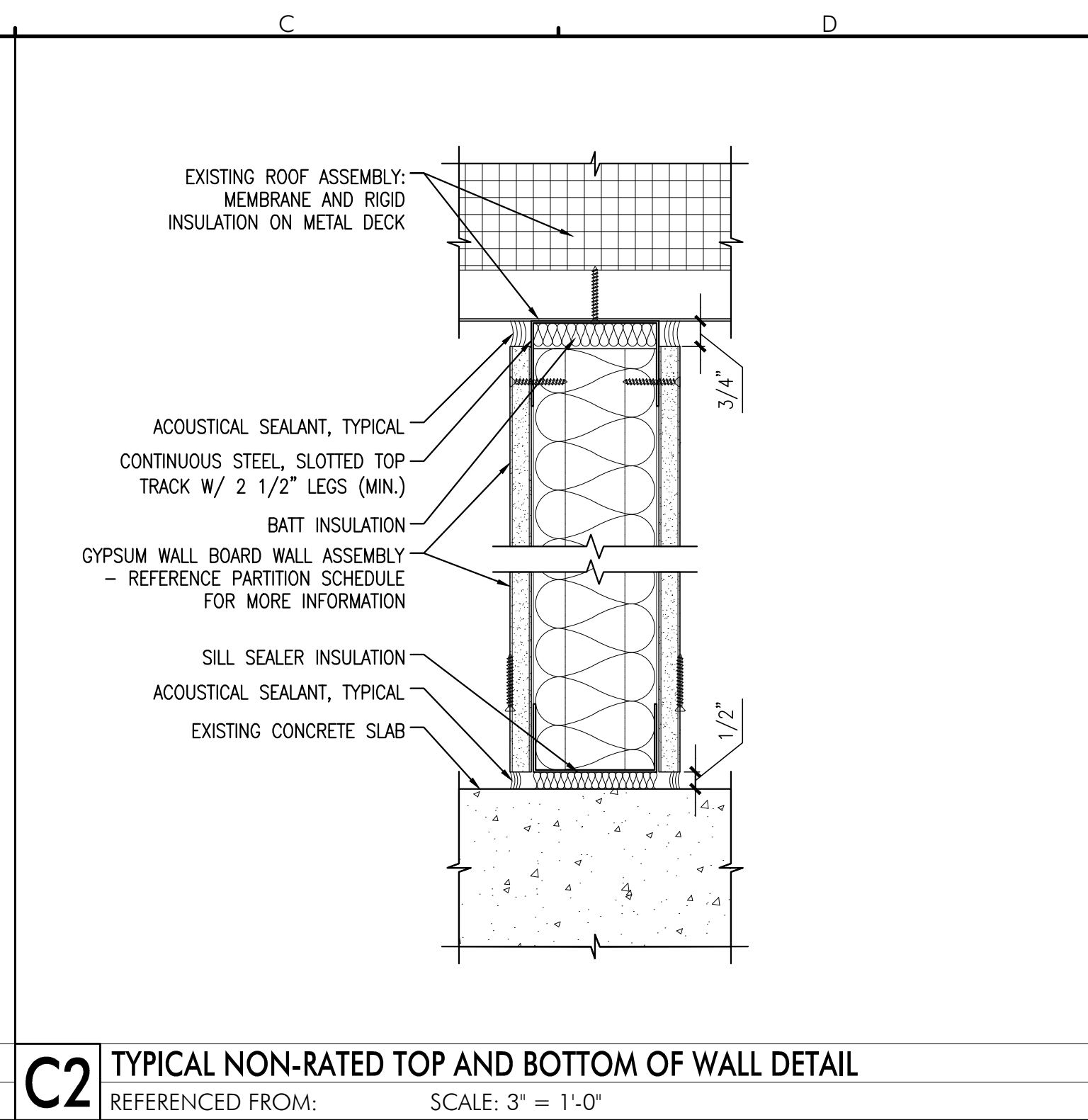
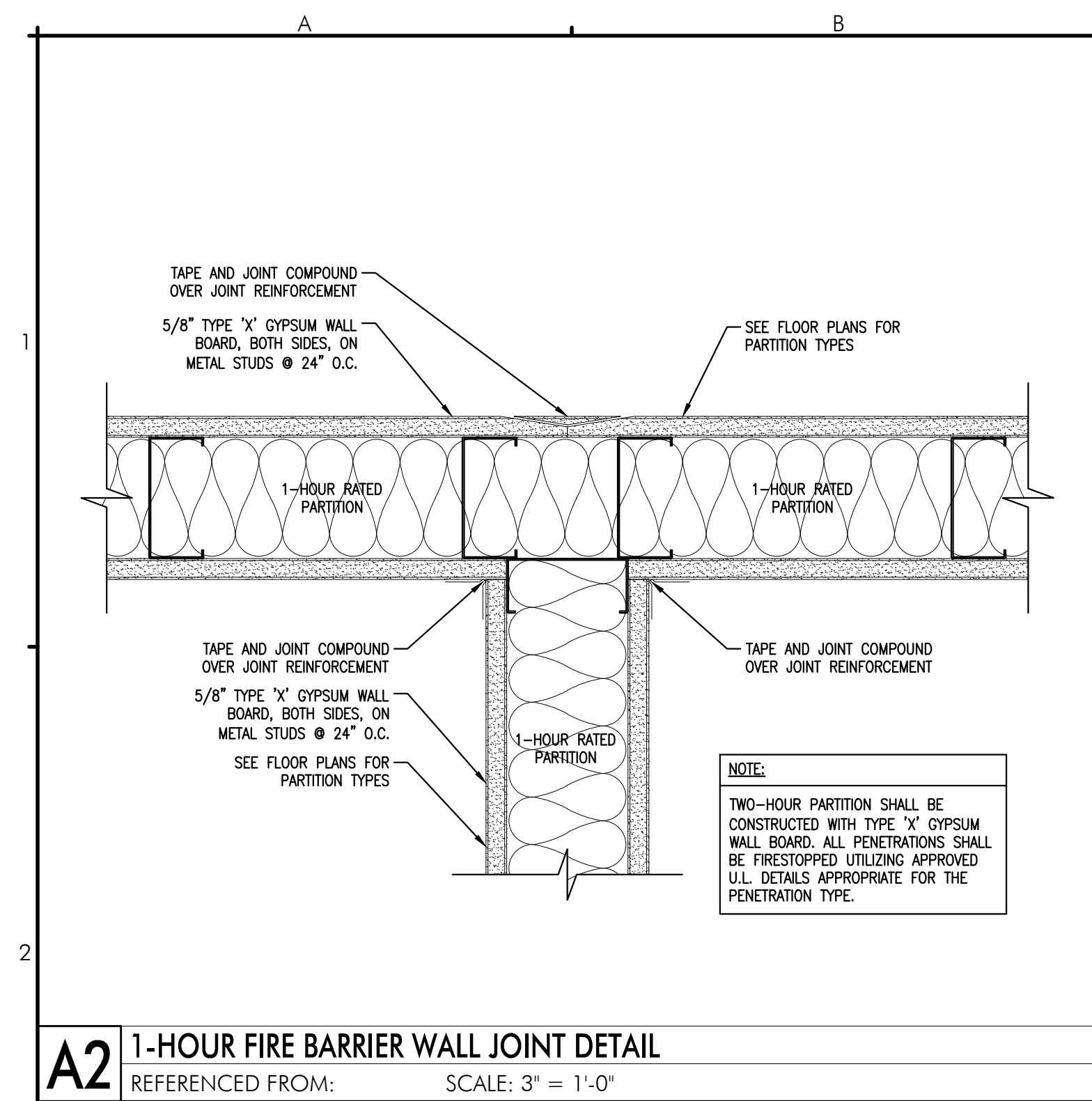


PARTITION TYPE	FIRE RATINGS AND ACOUSTICAL RATINGS	PARTITION SCHEDULE	
		GENERAL WALL DESCRIPTION	GENERAL PICTORIAL
1		3 5/8" MTL STUDS @ 16" O.C. FROM FINISHED FLOOR TO BOTTOM OF ROOF DECK. CONTINUOUS SOUND ATTENUATION BATTS. BOTH SIDES: (1) LAYER 5/8" TYPE "X" GWB, FULL HEIGHT.	

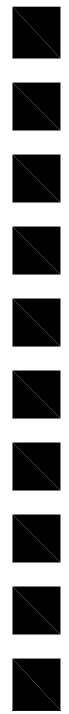
- PARTITION SCHEDULE NOTES
- REFERENCE G2 ON THIS SHEET FOR TYPICAL NON-FIRE RATED WALL TOP AND BOTTOM OF WALL DETAILING.
 - PROVIDE MOISTURE RESISTANT TYPE "MRX" GWB AT ALL WALL & CEILING SURFACES WITHIN ALL BATHROOMS, UTILITY ROOMS & JANITOR'S CLOSETS. PROVIDE TYPE "MRX" GWB TO 4'-0" A.F.F. (MIN.) BEHIND ALL SINK LOCATIONS.
 - BRACE WALL ASSEMBLIES TO STRUCTURE ABOVE AT ALL DOORS AND ELSEWHERE AS REQUIRED.
 - PROVIDE SOLID BLOCKING AS INDICATED ON DRAWINGS AND AS REQUIRED BY MANUFACTURER'S EQUIPMENT (CASE WORK, TOILET ACCESSORIES, CLOSET RODS & SHELVING, H.C. GRAB BARS, ETC.)
 - PROVIDE CONTINUOUS ACOUSTICAL SEALANT AT ALL NON-FIRE RATED PENETRATIONS (I.E. ELECTRICAL BOXES, DUCTS, SPRINKLER HEADS, ETC.) IN WALLS, FLOORS, & CEILINGS. UTILIZE APPROPRIATE FIRE STOPPING/SEALANT MATERIALS ONLY AT FIRE RATED ASSEMBLIES.
 - WHEN WALL DEVICES (I.E. ELECTRICAL OUTLETS, PIPES, VOICE-DATA JACKS, ETC.) OCCUR IN EXAM AND PROCEDURE ROOM SEPARATION WALLS, PROVIDE CONTINUOUS ACOUSTICAL SEALANT ALONG ALL PERIMETER EDGES.
 - WHEN WALL PENETRATIONS (I.E. ELECTRICAL OUTLETS, PIPES, CONDUIT, ETC.) OCCUR ON OPPOSITE SIDES OF EXAM ROOM AND PROCEDURE SEPARATION WALLS, OFFSET PENETRATION BY AT LEAST ONE STUD CAVITY.
 - SEAL ALL PENETRATIONS IN VAPOR BARRIERS, TYPICAL AT ALL EXTERIOR WALLS AS REQUIRED WITH APPROVED SEALERS AND TAPES.
 - REFERENCE FLOOR PLAN FOR SPECIFIC PARTITION NOTING AND DETAIL REFERENCING. REFERENCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

A5 OVERALL FLOOR PLAN
REFERENCED FROM:
SCALE: 3/16" = 1'-0"

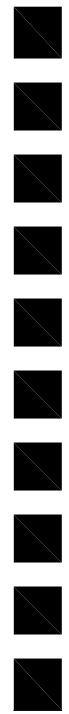
REVISIONS					



KEY:

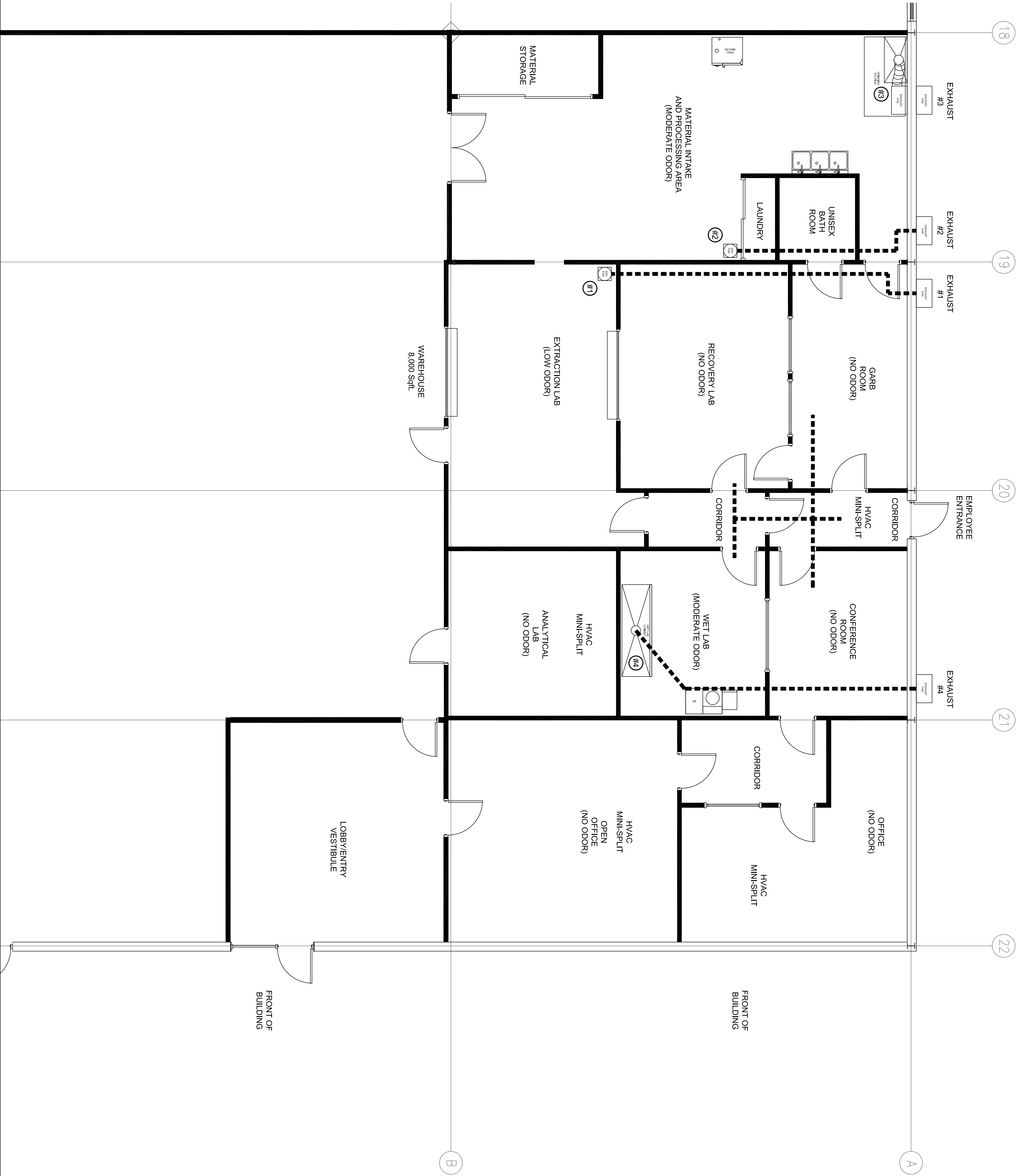


EXHAUST AIR-



NOTES:

- #1 - 1096 CFM, 10" DUCT, CARBON FILTER
- #2 - 1096 CFM, 10" DUCT, CARBON FILTER
- #3 - 500 CFM, 6" DUCT, COMMON RANGE HOOD, CARBON FILTER
- #4 - 750 CFM, 10" DUCT, LAB FUME HOOD, CARBON FILTER



A

B

HIGHTECH EXTRACTS		5 DRAPEAU ST. SUITE 103		BIDDEFORD, ME 04005		Designed: C.BAILEY 4/14/21 Drawn: C.BAILEY 4/14/21 Checked: CHECKER CDATE	
REVISIONS		Approved		Date		Title	
Description						Job Class	
Date						Date	
File No.		SCALE:		AIR FLOW		3/8"=1'	
Drawing No.		A100		Sheet 1		of 1	

Addendum to Floor Plan to Identify Odor-Emitting Locations

- Decarb Oven #2: 1096 CFM, 10" duct with carbon filtration. Decarboxylation oven is used to dry plant material prior to extraction. Produces a moderate degree of odor as the plant material dries.
- Grinding Station #3: 500 CFM, 6" duct with carbon filtration. Common household food blenders used to grind plant material into a consistency favorable for optimal extraction. Produces little odor, primary use of exhaust hood is to mitigate airborne dust.
- Extraction Lab #1: 1096 CFM, 10" duct with carbon filtration. Closed-loop extraction of plant material to produce concentrated extract. Produces little odor, primary exhaust unit to produce rapid room air changeovers for safety from potential CO2 saturation and/or ethanol vapors.
- Wet Lab #4: 750 CFM, 10" duct with carbon filtration laboratory fume exhaust hood used to work with materials containing ethanol or fine particulates. Also, used during distillation where terpene fractionation produces temporary odors.
- Office area, conference room, wet lab, recovery lab, analytical lab and changing room utilize a total of three(3) ducted mini-split HVAC units with supply and return air ducting and reusable poly air filters. Wet lab, extraction lab and recovery labs also utilize 10"X10"X1" disposable pleated air filters between the rooms to mitigate airborne dust.
- Material Intake and Processing Area is in the process of having its own ducted mini split installed for climate control. Material Storage vault to be used to store customer incoming plant material as well as post-processed customer extract. Sanitary sealed buckets, bins or totes are used to stage and contain odors of pre-processed plant material. Extract is stored in sealed containers and does not produce odor.
- Copies of Hightech Labs, LLC's Standard Operating Procedures (SOP's) pertaining to compliance of the ordinance to accompany this addendum.
 - HTL Document Number(s): HTL-006 HTL-009, HTL-013, HTL-014, HTL-015 & HTL-019
- Administrative controls include regular inspection and cleaning of reusable HVAC filters, replacement of disposable pleated filters and inspection of all exhaust fans and hoods. The Extraction Lab high volume air exhaust filter has been electrically tied into the extraction machine with an in-line duct vane switch that will prevent operation of the extractor if the exhaust fan fails for any reason, this was the requirement for Code Enforcement approval for the classified space.
 - Procedural activities for odor mitigation include the carbon filtered exhaust fans and air moving HVAC equipment which allow multiple filtered air changes in their respective areas per hour. Hightech Labs does not produce a high quantity of odors as compared to a cultivation facility for example.
 - Staff training is provided during orientation and throughout the year as needed to maintain high functionality of our odor mitigation systems.

- Engineering controls include room and space designed by CWS Architects in conjunction with local Code Enforcement and local Fire Department approval for areas using any potentially hazardous substances (e.g., Ethanol). Peer reviews conducted by Pressure Safety Inspectors (PSI) and certified UL equipment for the extraction and related equipment are on record. All ventilation fans and equipment used in odor-emitting areas were considered with an “over-kill” approach to mitigation as well as thorough consideration for our neighbors and visitors. Equipment maintenance and procedures are attached under the Hightech Labs SOP titled, “Equipment Maintenance”.
- Current room modifications are currently being updated and cameras will be put in place directly following the build-out.

PLANNING BOARD
REPORT

April 15, 2021

Biddeford Planning Board
Greg Tansley, City Planner
City of Biddeford
205 Main Street
Biddeford, Maine 04005

Application: Adult Use and Medical Marijuana Products Manufacturing –
Cloud Manufacturing Holdings, LLC.
5 Drapeau Street (Tax Map 12 Lot 22)

Conditional Use Review

Review Status: New application.

Board members and Mr. Tansley,

The following application information has been provided for review:

1. Application form dated 4/1/2021.
2. Cover letter by Steve Pica, Cloud Manufacturing Holdings, LLC, dated 4/5/2021.
3. Letter by Steve Pica, Cloud Manufacturing Holdings, LLC, dated 4/5/2021 regarding Conditional Use standards (Article VII, Sec. 6.B.1).
4. Letter by Steve Pica, Cloud Manufacturing Holdings, LLC, dated 4/5/2021 regarding certification of compliance with Article VI, Sec. 77 Marijuana Performance Standards.
5. Safety Plan for Cloud Manufacturing Holdings, LLC, dated 4/5/2021.
6. Draft Lease Agreement.
7. Maine Revenue Services Resale Certificate and Maine Medical Marijuana Caregiver Registration.
8. Floor Plans and Existing front Exterior view.
9. Odor Management Plan

With review of the above information and the Land Development Regulations, I offer the following comments on compliance with the City's ordinances.

PROJECT DESCRIPTION

The project site, located in the Industrial -1 Zone, is an approx. 97,000 SF commercial building which 68,200 SF is being leased by Maine Organic Therapy's and Curaleaf Adult Use, LLC, recently before the Board for Conditional Use review. High Tech Lab, LLC currently occupies 3,224 SF of the

remaining 28,800 SF of building space for an extraction lab (they are seeking to expand this to 6,188 SF.). The 4.6 AC lot includes 90 parking spaces and access to Drapeau Street. The applicant proposes to establish a commercial kitchen, 775 SF in size, to prepare cannabis infused edible products for both medical and adult use marijuana, as allowed under the land use *Marijuana products manufacturing facility*. The applicant will not be performing any marijuana cultivation or testing.

COMPLETENESS REVIEW

The application is before the Planning Board as required by Table of Land Uses, Article V (Establishment of Zones) of the Land Development Regulations where Adult Use Marijuana cultivation facilities are permitted in the I-1 zone as a Conditional Use, per Article VII and Article VI Performance Standards (specifically Section 77).

The applicant has prepared and submitted narratives that describe the application's compliance with the above provisions along with the required information related to program space and odor management. The **application appears to be complete** for Board's consideration.

COMPLIANCE WITH THE CITY'S ORDINANCES

PARKING

The applicant has communicated that there are 90 parking spaces on the site (confirmed with review of the City's GIS aerial imagery). The applicant states their plans to have as many as 6 employees at the facility during the maximum working shift. Applying the parking space requirements (Table 6-49B) for the industrial business activity (1 space per employee on the maximum working shift), the current uses/businesses would require 6 parking spaces. Considering the other tenants (Maine Organic Therapy's and Curaleaf Adult Use, LLC) require 60 parking spaces, and the pending application for high Tech Labs that will require 9 parking spaces, for a total of 75 spaces, it appears the site's current parking can accommodate this.

Other than the item above, the review focuses on compliance to the Conditional Use Standards (Sec. 6 in Art. VII) and Performance Standards for Marijuana (Sec 77 in Art. VI, recently revised). The applicant has provided a narrative that addresses these standards and it appears they demonstrate compliance.

WAIVER REQUESTS

The applicant is requesting a waiver from the **site development review requirements of Article XI Site Plan Review**. This seems reasonable since the proposed changes to the site are more aligned to maintenance when considering future paving and restriping parking without creating new impervious area.

CONCLUSION

The submitted application for a Conditional Use Permit to establish a Marijuana products manufacturing facility in an existing building appears to be in order. After review of the application material, presentation by the applicant, and public testimony, the Planning Board may want to consider granting conditional approval.

SUGGESTED MOTIONS

Move to waive the regulations of Article XI Site Plan Review, in its entirety, as permitted under Sec. 9.B.2 Waivers of the City's Land Development Regulations.

Move to approve the Conditional Use Permit for Cloud Manufacturing Holdings, LLC. at 5 Drapeau Street (Tax Map 12, Lot 22) and the Findings of Fact with the conditions recommended by Staff in its Draft Findings of Fact provided for April 21, 2021.

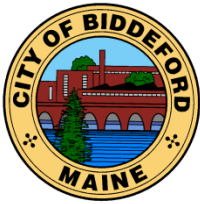
(See Draft Findings of Fact for suggested conditions)

Feel free to contact me with questions.

Best regards,



Christopher Di Matteo
City of Biddeford Contract Planner.
cdimatteo@longmeadowpla.com
207.604.4245



CITY OF BIDDEFORD

Planning and Development Department

205 Main Street

P.O. Box 586

Biddeford, ME 04005

(207) 282-7119 or (207) 284-9115

FINDINGS OF FACT AND CONCLUSIONS OF LAW CONDITIONAL USE PERMIT

Pursuant to the provisions of the City of Biddeford Land Development Regulations Article VII, Conditional Uses and other applicable provisions, the Biddeford Planning Board has considered the application of **Cloud Manufacturing Holdings, LLC**, including supportive data, public hearing testimony and related materials contained in the record. Based on Public Comment and Staff's review and recommendation, the Planning Board makes the following Findings of Fact and Conclusions of Law:

Findings of Fact:

1.	Applicant:	Cloud Manufacturing Holdings, LLC (Gregory S. Baldi, Caregiver) 105 Whipple Road (#3) Kittery, ME 03904
2.	Owner of Property:	Go Development, LLC PO Box 111, Kennebunk, ME 04043
3.	Agent:	None
4.	Project Location:	5 Drapeau Street
5.	Project Tax Map #/Lot #:	Tax Map 12 Lot 22
6.	Lot Size:	4.6 AC +/-
7.	Existing Zoning:	Industrial -1
8.	Overlay Zoning:	none
9.	Designations:	none
10.	Existing Use:	Commercial/Medical Marijuana cultivation and manufacturing
11.	Proposed Use:	Adult Use and Medical Marijuana <i>Products Manufacturing.</i>
12.	Floodplain Status:	None
13.	Approvals Required:	Conditional Use Permit
14.	Uses in the Vicinity:	Commercial/Industrial
15.	Dimensional Requirements:	
	Min. Setback from R.O.W: 30 FT	Minimum Rear Setback: 25 FT
	Minimum Side Setback: 25 FT	Maximum Height: 6 stories / 60 FT
16.	Waivers Needed:	a. Article XI Site Plan Review
17.	Waivers Granted:	a. Article XI Site Plan Review
18.	Variances Needed for Approval:	None.
19.	Other Approvals Required:	Building Permits from the Biddeford Code Enforcement Office.

20.	Other Permits Obtained:	None.
21.	Other Non-City Permits Required:	Maine Office of Marijuana Policy (OMP) Registration
22.	LDR Attachment A: Fees Paid:	Yes
23.	Application Materials Submitted: 1. Application form dated 4/1/2021. 2. Cover letter by Steve Pica, Cloud Manufacturing Holdings, LLC, dated 4/5/2021. 3. Letter by Steve Pica, Cloud Manufacturing Holdings, LLC, dated 4/5/2021 regarding Conditional Use standards (Article VII, Sec. 6.B.1). 4. Letter by Steve Pica, Cloud Manufacturing Holdings, LLC, dated 4/5/2021 regarding certification of compliance with Article VI, Sec. 77 Marijuana Performance Standards. 5. Safety Plan for Cloud Manufacturing Holdings, LLC, dated 4/5/2021. 6. Draft Lease Agreement. 7. Maine Revenue Services Resale Certificate and Maine Medical Marijuana Caregiver Registration. 8. Floor Plans and Existing front Exterior view. 9. Odor Management Plan	
24.	Planning Board Review History:	
	Conditional Use review and approval: April 21, 2021	

Conclusions of Law:

The Planning Board concludes the following:

1. The proposed use meets specific requirements set forth in this ordinance, including provisions of the Land Development Regulations, Article VI Performance Standards (Sec. 77) and Article VI Conditional Use and appears to be in compliance with applicable state or federal laws;
2. The proposed use, with review by the Fire Department, State Fire Marshall and the issuance of a building permit would not create fire safety hazards by providing adequate access to the site, or to the buildings on the site, for emergency vehicles and would not create hazards through the storage of chemicals and wastes;
3. No new exterior lighting is proposed and the existing lighting appears would not create hazards to motorists traveling on adjacent public streets or is adequate for the safety of occupants or users of the site or would not damage the value and diminish the usability of adjacent properties;

4. The existing site includes provisions for buffers and on-site landscaping provide adequate protection to neighboring properties from detrimental or unsightly features of the development;
5. The proposed use, located within an existing commercial/industrial development, would not have a significant, detrimental effect on the use and peaceful enjoyment of abutting property as the result of noise, vibrations, fumes, odor, dust, glare, hours of operation, or other causes;
6. The existing parking lot is adequate in size to include provisions for vehicular loading and unloading and parking and for vehicular and pedestrian circulation on the site and onto adjacent public streets would not create hazards to public safety or traffic congestion;
7. The proposed use would generate a volume of traffic that can reasonably be accommodated by the existing road network, or would not create unreasonable traffic hazards or would not exacerbate an existing traffic hazard, or would not create unreasonable traffic congestion;
8. The proposed use, adjacent to other commercial retail uses, would not have a significant, detrimental effect on the value of adjacent properties, which could be avoided by reasonable modification of the proposal;
9. The proposed use would not have an adverse impact on the privacy of the residents of the immediate area (within 500 feet) which could be avoided by reasonable modification of the proposal.
10. The proposed use would be in compliance with Biddeford's comprehensive plan;
11. The proposed use would not have an adverse impact on the immediate neighborhood or the community relative to architectural design, scale, bulk and building height, identity and historical character, or visual integrity, which could be avoided by reasonable modification of the proposal;
12. With no site improvements proposed, the design of the site would not result in significant flood hazards or flood damage or would be in conformance with applicable flood hazard protection requirements;
13. With the existing site serviced by public water and sewer, and waste management services, adequate provision has been made for disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;
14. Adequate provision has been made to control erosion or sedimentation;

15. No new site improvements are proposed and the existing site appears to allow for adequate provision to handle stormwater runoff or other drainage problems on the site; and the proposed development will not unduly burden off-site surface water systems;
16. The existing water supply and recent upgrade to service would meet the demands of the proposed project including fire protection purposes.
17. With consideration of the submitted waste disposal plan and other state and local requirements, adequate provision has been made for the transportation, storage, and disposal of hazardous substances and materials as defined by state law;
18. The proposed use would not have an adverse impact on scenic vistas, historic sites, archeological resources, or on significant wildlife habitat or wetland areas and water bodies, which could be avoided by reasonable modification of the proposal;

Determination:

Based on the evidence available and the conclusions above, the Biddeford Planning Board approves the application with the following conditions:

Conditions of Approval:

1. **Standard Conditions of Approval apply.**
2. **The applicant shall obtain all other pertinent local, state and federal permits/licenses/insurance such as building, electrical, plumbing, etc., prior to commencing business, unless authority issuing said permits allows for such actions.**

Planning Board Chairman

Date

**CITY OF BIDDEFORD, MAINE
PLANNING BOARD**

P.O. Box 586, 205 Main Street Biddeford, Maine 04005
207-284-9115

APPLICATION FORM

Type of Application:

- ☐ Shoreland Zoning Permit ☐ Site Plan Review ☐ Extraction
☒ Conditional Use Permit ☐ Subdivision ☐ Private Way
☐ Other: _____

Applicant Information:

Applicant's Name: Greg Baldi
Applicant's Mailing Address: 105 Whipple Road #3 Kittery, ME 03904
Applicant's Telephone: (603) 828-2381

What is Applicant's legal interest in the property?

- ☐ Owner ☐ Potential Buyer with Contract ☒ Lease/Rental Agreement

Owner's Name: GO Development, LLC
Owner's Address: PO Box 111, Kennebunk, ME 04043
Owner's Telephone: Paul Gelardi: 207-590-3251 Bethanie Gardner 207-423-3111

Agent's Name: N/A
Agent's Address: _____
Telephone: _____

Engineer/Surveyor: N/A
Engineer/Surveyor's Address: _____
Telephone: _____

Project Location and Lot Information:

Street Address: 5 Drapeau St., Biddeford, ME 04005
Tax Map: 12 Lot: 22
Current Zoning: I-1 Shoreland Zoning: N/A

Size of lot: 4.6 ☒ acres ☐ s.f. Lot Frontage: 425.68'

Existing Use of Property: Medical Marijuana Cultivating Facility,
Extraction Lab & Warehouse

Property currently serviced by:

☒ City Road

☐ Private Road

☒ Public Sewer

☐ Septic System

☒ Public Water

☐ Private Well

☐ Public Trash

☒ Private Hauler

Slope Conditions in Area of Construction (if applicable):

☒ Flat (0-3 % slope) ☐ Rolling (3-8% slope) ☐ Hilly (8-15% slope) ☐ Steep (15% + slope)

Are there any wetlands or waterbodies on the site? ☐ Yes ☒ No If yes, attach information

Do you plan to bring fill onto the lot? ☐ Yes ☒ No If yes, attach information

Description of proposed use of property:

Project/Proposed Use Description: Medical & Adult Use Marijuana
Commercial Kitchen

Property to be serviced by:

☒ City Road

☐ Private Road

☒ Public Sewer

☐ Septic System

☒ Public Water

☐ Private Well

☐ Public Trash

☒ Private Hauler

Is this project part of a larger project? ☐ Yes ☒ No

Fees (due at time of application):

Refer to "Attachment A Fees and Charges" of the Land Development Regulations for more information. Consult with Planning Staff if you have questions.

Required Signatures:

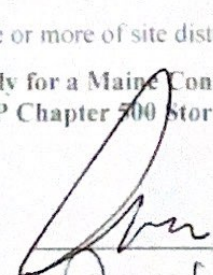
By signing this application, as the foresaid applicant or authorized agent:

- I certify that I have read and completely understand the application.
- I certify that the information contained in this application and it's attachments are true and correct.
- I understand that all information provided on this form and all other documents submitted as part of my proposal is a matter of public record.
- I understand that copies of this information may be supplied upon request to an interested party.
- I understand that additional funds may be required through the course of review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting this application I am not guaranteed a place on any particular agenda. I further understand that the City Planner will place me on an agenda for review when the application is deemed substantially complete.

☐ Project proposed to have 1 acre or more of site disturbance: N/A

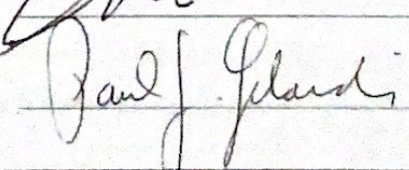
-Project may need to apply for a Maine Construction General Permit and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.

Signature of applicant:



Date: 4/2/2021

Signature of owner of property:



Date: 4/1/2021

IF PLAN APPROVAL IS ANTICIPATED, PROVIDE 2 FULL SIZE MYLARS & 2 FULL SIZE PAPER COPIES FOR BOARD SIGNATURE (AS APPLICABLE).
CHECK WITH PLANNING STAFF FOR CLARIFICATION.

☐ If in a Shoreland Zone: N/A

Percent of residential lot coverage (Max. 20%): _____

Percent of structure expansion (Max. 30%): _____

☐ If Subdivision Review, number of lots proposed N/A _____

☐ If a Private Way is proposed, number of lots served N/A _____

☐ If Site Plan Review, you must provide the following information:

Total new square feet footprint of structures: _____

N/A

Total new square feet paving/parking: _____

N/A

Waiver Requests (attach details):

1. Site Plan Review - it is an existing building
2. _____
3. _____
4. _____
5. _____

Attachments:

A. Letters of Approval

☐ Fire Department - Contact Chief or Deputy Chief - 282-9986

☐ Ability to Serve for Water Service - Maine Water - 282-1543

☐ Ability to Serve for Sewer Service - Engineering Dept (Sewer) - Tom Milligan 284-9118

★ ☐ Police Department - E-911 Road Name Designation - Contact Joanne Fisk - 282-5127

B. Letter to Planning Board describing project, waiver requests, proposed improvements, addressing permit requirements, etc.

C. Photographs of site.

D. Architectural renderings/drawings of proposed buildings, as required.

See 5 Drapeau Master Plan

E. Engineered Plans, as required N/A

★ I spoke with Joanne Fisk, we do not need a letter for E-911 road name designation because it is an existing building.

Buchanan

**Cloud Manufacturing Holdings LLC
105 Whipple Road #3
Kittery, Maine 03904**

April 5, 2021

Mr. Greg Tansley
City of Biddeford
Planning Board
P.O. Box 586, 205 Main Street
Biddeford, ME 04005

Cloud Manufacturing Holdings LLC is pleased to present the following for your review:

- Cloud Manufacturing will be leasing space from Go Development at 5 Drapeau Street Biddeford, Maine.
 - A copy of the draft lease is included
 - The leased square footage will be 775 square feet
 - The space will be used to manufacture cannabis infused edible products
 - We would like to operate 24 hours a day, 7 days a week.
 - We currently have 4 owner operators and intend to expand to 6 employees once we are operational and ramped up to capacity
 - There is plenty of parking on site for our use.
 - There will be very little traffic related to our use.
 - There will be proper signage on site.
 - There will be no environmental issues in regard to the proposed use.
 - The master plan has already been submitted to the City of Biddeford Planning Board.

Sincerely,



Steven Pica
Managing Partner
Cloud Manufacturing Holdings LLC

**Cloud Manufacturing Holdings LLC
105 Whipple Road #3
Kittery, Maine 03904**

April 5, 2021

City of Biddeford
Planning Board
P.O. Box 586, 205 Main Street
Biddeford, ME 04005

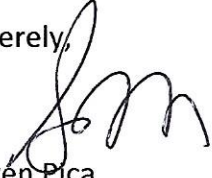
Pursuant to Article 6 of the Conditional Uses, Cloud Manufacturing Holdings LLC confirms the following:

- The proposed use would not create fire safety hazards.
- There is adequate on site and building access for all emergency vehicles and would not create hazards through the storage of chemicals and wastes;
- The existing exterior lighting does not create a hazard to motorists traveling on adjacent public streets. There is adequate lighting for the safety of occupants or users of the building. The lighting does not damage the value of adjacent properties;
- The proposed use would not have a significant, detrimental effect on the use and peaceful enjoyment of abutting properties as the result of noise, vibrations, dust, glare, hours of operation or other causes.
- The provisions for vehicle loading, unloading and parking for vehicles and pedestrian circulation on site and onto the adjacent public street do not create a hazard to public safety or traffic congestion;
- The proposed use would generate a volume of traffic that can reasonably be accommodated by the existing road network and does not create unreasonable traffic hazard;
- The proposed use does not have a significant detrimental effect on the value of adjacent properties;
- The proposed use does not have an adverse impact on the privacy of the residents of the immediate area;
- The proposed use is in compliance with Biddeford's Comprehensive Plan;
- The proposed use would be occupying an existing building and would not have an adverse impact on the immediate neighborhood or community relative to architectural design;
- The property has no significant flooding issues;
- The property has city water and sewer and does not pose a threat for contamination from waste water or solid waste;
- Adequate provisions have been made to control erosion or sedimentation;
- Adequate provisions have been made to handle storm water runoff or other drainage problems on site and does not unduly burden off-site surface water systems;
- The existing water supply meets the demand of the proposed use for fire protection purposes;

Cloud Manufacturing Holdings LLC
105 Whipple Road #3
Kittery, Maine 03904

- Adequate provisions have been made for the transportation, storage and disposal of hazardous substances and materials as defined by state law;
- The property is not located in a Shore land Zone.

Sincerely,

A handwritten signature in black ink, appearing to read 'SP', is written over the word 'Sincerely,'.

Steven Pica
Managing Partner
Cloud Manufacturing Holdings LLC

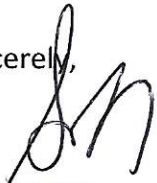
**Cloud Manufacturing Holdings LLC
105 Whipple Road #3
Kittery, Maine 03904**

April 5, 2021

City of Biddeford
Planning Board
P.O. Box 586, 205 Main Street
Biddeford, ME 04005

Pursuant to Part III (Land Development Regulations) Article VI (Performance Standards) Section 77 Medical Marijuana:

Cloud Manufacturing Holdings LLC certifies to be in compliance with the standards A through F set forth in Section 77 – Medical Marijuana.

Sincerely,


Steven Pica
Managing Partner
Cloud Manufacturing Holdings LLC

**CLOUD MANUFACTURING HOLDINGS, LLC
SAFETY PROGRAM**

1 WORKPLACE SAFETY PROGRAM

Introduction

The following Workplace Safety Program was created to assist with workplace safety program development and compliance.

This program is intended to serve as the basis for an employer-integrated safety and health management program. The program consists of these nine essential elements/sections:

1. Management's commitment and involvement
2. Safety committee operation
3. Provisions for safety and health training
4. Safety Inspections
5. Preventive Maintenance
6. First aid procedures
7. Accident investigations
8. Recordkeeping of injuries
9. Job specific safety rules and procedures

Use of all or part of this manual does not relieve employers of their responsibility to comply with other applicable local, state or federal laws.

Remember—All employees must receive a copy of this written safety program or have easy access to it.

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2 SAFETY COMMITTEE

2.1 SAFETY COMMITTEE ORGANIZATION

A safety coordinator and a safety committee has been established to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. The safety committee consists of an “equal” representation of supervisory and nonsupervisory members of our organization.

Safety Program Coordinator <u>Dean Baltulonis</u>	Nonsupervisory Employee Member
Supervisory Employee Member <u>Steve Pica</u>	Nonsupervisory Employee Member
Supervisory Employee Member <u>Greg Baldi</u>	Nonsupervisory Employee Member

2.2 RESPONSIBILITIES

The Safety Coordinator is appointed as the responsible party to satisfy the committee requirements for the company.

The safety committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.

The safety committee will be responsible for assisting management in reviewing and updating workplace safety rules based on accident investigation findings, any inspection findings, and employee reports of unsafe conditions or work practices; and accepting and addressing anonymous complaints and suggestions from employees.

The safety committee will be responsible for assisting management in updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.

The safety committee will be responsible for assisting management in evaluating employee accident-and illness-prevention programs, promoting safety and health awareness and co-worker participation through continuous improvements to the workplace safety program.

Safety committee members will participate in safety training and will be responsible for assisting management in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented.

2.3 MEETINGS

Safety committee meetings are held quarterly, or more often if needed. The safety program coordinator will post the minutes of each meeting (see following page) within one week after each meeting.

Safety Committee MEETING Minutes

- See Form on Next Page

SAFETY COMMITTEE MEETING MINUTES

Date of Committee Meeting: _____ Time: _____

Minutes Prepared by: _____ Location: _____

Names of Members in Attendance:

Previous Action Items: _____

Review of Accidents Since Previous Meeting: _____

Recommendations for Prevention: _____

Recommendations from Anonymous Employees: _____

Suggestions from Employees: _____

Recommended Updates to Safety Program: _____

Recommendations from Accident Investigation Reports: _____

Safety Training Recommendations: _____

Comments: _____

2.4 SAFETY AND HEALTH ORIENTATION

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee has access to a copy of this safety manual, through his or her supervisor, for review and future reference, and each employee will be given a personal copy of the safety rules, policies and procedures pertaining to his or her job. Supervisors will ask questions of employees and answer employees' questions to ensure knowledge and understanding of safety rules, policies and job-specific procedures described in our workplace safety program manual.

All employees will be instructed by their supervisors that compliance with the safety rules described in the workplace safety manual is required.

All training should be documented, and records should be maintained.

2.5 JOB-SPECIFIC TRAINING

- Supervisors will initially train employees on how to perform assigned job tasks safely.
- Supervisors will carefully review with each employee the specific safety rules, policies and procedures that are applicable and that are described in the workplace safety manual.
- Supervisors will give employees verbal instructions and specific directions on how to do the work safely.
- Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision.
- All employees will receive safe operating instructions on seldom used or new equipment before using the equipment.
- Supervisors will review safe work practices with employees before permitting the performance of new, nonroutine or specialized procedures.

2.6 PERIODIC RETRAINING OF EMPLOYEES

All employees will be retrained periodically on safety rules, policies and procedures, and when changes are made to the workplace safety manual.

Individual employees will be retrained after the occurrence of a work-related injury caused by an unsafe act or work practice, and when a supervisor observes employees displaying unsafe acts, practices or behaviors.

2.7 SAFETY TRAINING DOCUMENTATION

- See Training Form on Next Page

EMPLOYEE SAFETY TRAINING FORM

EMPLOYEE:

DATE:

SUPERVISOR:

TRAINER:

RULES AND REGULATIONS REVIEWED

DATE: _____

General Review of Old/New (Circle One) Safety Rules for All Employees

☐

Specific Safety Procedures for Employees Position

☐

General Housekeeping

☐

First Aid

☐

Lifting Procedures

☐

Office Safety

☐

Equipment Use

☐

Climbing a Step Ladder

☐

Sanitation / Health

☐

All categories have been reviewed with employee.

Supervisor Name, Printed:

Signature: _____

I have been advised of all Safety and Health regulations and will adhere to them to the best of my ability.

Employee Name, Printed:

Signature: _____

3 SAFETY INSPECTIONS

It is up to all employees to maintain safe working conditions.

Checklists for safety inspections ensure that important items are not overlooked. Inspections identify areas of risk. (accident and/or injury)

OSHA *recommends* general workplace inspections; but certain inspections are *required*. Be sure to check the standards to know what you must do in your facility.

Safety Directors/Supervisors should continually monitor work areas, but scheduled inspections should be documented and done on a regular basis. Written reports of these inspections should be made and kept on file.

Management should make periodic inspections, announced and unannounced.

Vendors and organizations can supply inspection checklists. On the OSHA website (www.osha.gov), go to Safety and Health Topics under Small Business Training, and you will find extensive self-inspection checklists.

The following generic lists below are to help give a better understanding of many areas that can be identified as potentially hazardous. Be sure to note the date, time, department, and person conducting the inspection. Be sure to also note the results of the inspection, giving satisfactory, unsatisfactory, and “not applicable” columns.

Doors	Personnel Training
Windows	Stairs
Walking – Working Surfaces	Personal Protective Equipment
Lighting	Flammable & Combustible Materials
Fire Hazards	Hand and Portable Powered Tools
Electrical Boxes	Lockout/Tagout Procedures
Flammable Liquids	Confined Spaces
Emergency Exits:	Hazard Communication
Marked Properly	Electrical
Unobstructed	Building and Grounds Conditions
First Aid Kits, Supplies	Housekeeping Program
Fire Extinguishers	Heating and Ventilation
Accessible	Required OSHA Recordkeeping
Charged	Safety & Health Programs
Required Posters	Your Specific Work Environment

4 PREVENTIVE MAINTENANCE

Preventive maintenance programs will avoid most equipment failures. Regular equipment maintenance is essential to prevent breakdowns that can create hazards. Cloud Manufacturing Holdings, LLC develops and maintains a preventative maintenance for all tools and equipment in accordance with manufacturer specifications and direction.

Preventive maintenance is a schedule of planned inspections to prevent breakdowns and failures before they happen. Inspections are performed at regularly scheduled times as per manufacturer specifications.

Preventive and regular maintenance is documented and tracked to completion.

During preventive maintenance, qualified employees document damage or wearing of parts or equipment so that the repair or replacement of parts is done **before** they cause a failure or injuries.

5 FIRST-AID PROCEDURES

Emergency Phone Numbers

Safety Coordinator:

Dean Baltulonis: 646-610-2298

First Aid Response: 911

Ambulance: 911

Poison Control: 1-800-222-1222

Fire Department: 207-282-6632 (Biddeford FD)

Police: 207-282-5127 (Biddeford PD)

5.1 MINOR FIRST-AID TREATMENT

First-aid kits are kept in the front office and in the employee restroom. If you sustain an injury or are involved in an accident requiring minor first-aid treatment:

- Inform your supervisor.
- Administer first-aid treatment to the injury or wound.
- If a first-aid kit is used, indicate usage on the accident investigation report.
- Access to a first-aid kit is not intended to be a substitute for medical attention.
- Provide details for the completion of the accident investigation report.

5.2 NONEMERGENCY MEDICAL TREATMENT

For nonemergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If you sustain an injury requiring treatment other than first aid:

- Inform your supervisor.
- Proceed to the posted medical facility. Your supervisor will assist with transportation, if necessary.
- Provide details for the completion of the accident investigation report.

5.3 EMERGENCY MEDICAL TREATMENT

If you sustain a severe injury requiring emergency treatment:

- Call for help and seek assistance from a co-worker.
- Use the emergency telephone numbers and instructions posted on the first-aid kit to request assistance and transportation to the local hospital emergency room.
- Provide details for the completion of the accident investigation report.

5.4 FIRST-AID TRAINING

Each employee will receive training and instructions from his or her supervisor regarding our first-aid procedures.

5.5 FIRST-AID CERTIFIED EMPLOYEES

Greg Baldi – In process

5.6 FIRST-AID INSTRUCTIONS

In all cases requiring emergency medical treatment, immediately call or have a co-worker call to request emergency medical assistance. Use required bloodborne pathogen procedures while administering first aid.

Wounds:

Minor: *Cuts, lacerations, abrasions or punctures*

- Wash the wound using soap and water; rinse it well.
- Cover the wound using a clean dressing.

Major: *Large, deep and bleeding wounds*

- Stop the bleeding by pressing directly on the wound, using a bandage or cloth.
- Keep pressure on the wound until medical help arrives.

Broken Bones:

- Do not move the victim unless it is absolutely necessary.
- If the victim must be moved, “splint” the injured area. Use a board, cardboard or rolled newspaper as a splint.

Burns:

Thermal (Heat)

- Rinse the burned area without scrubbing it and immerse it in cold water.
Do not use ice water.
- Blot dry the area and cover it using sterile gauze or a clean cloth.

Chemical

- Immediately flush the exposed area with cool water for 15 to 20 minutes.

Eye Injury:

Small particles

- Do not rub your eyes.
- Use the corner of a soft clean cloth to draw particles out or hold the eyelids open and flush the eyes continuously with water.

Large or stuck particles

- If a particle is stuck in the eye, do not attempt to remove it.
- Cover both eyes with a bandage.

Chemical

- Immediately irrigate the eyes and under the eyelids with water for 30 minutes.

Neck or Spine Injury:

- If the victim appears to have injured his or her neck or spine or is unable to move his or her arm or leg, do not attempt to move the victim unless it is absolutely necessary.

Heat Exhaustion:

- Loosen the victim’s tight clothing.
- Give the victim *sips* of cool water.
- Make the victim lie down in a cooler place with the feet raised.

6 ACCIDENT INVESTIGATION

6.1 ACCIDENT INVESTIGATION PROCEDURES

An accident investigation will be performed by the supervisor at the location where the accident occurred. The safety coordinator or designee is responsible for seeing that the accident investigation reports are being filled out completely and that the recommendations are being addressed. Supervisors will investigate all accidents, injuries and occupational diseases using the following investigation procedures:

- Implement temporary control measures to prevent any further injuries to employees.
- Review the equipment, operations and processes to gain an understanding of the accident situation.
- Identify and interview each witness and any other person who might provide clues to the accident's causes.
- Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
- Complete the accident investigation report.
- Provide recommendations for corrective actions.
- Indicate the need for additional or remedial safety training.

Accident investigation reports must be submitted to the safety coordinator **within 24 hours** of the accident.

OSHA requires employers to report any/all of the following within 8 hours of the incident:

- Fatalities
- A single incident which requires hospitalization of 3 or more employees

OSHA CENTRAL TELEPHONE NUMBER: 1-800-321-6742

6.2 ACCIDENT INVESTIGATION REPORT

- See Form on Next Page

Report No.: _____

Company: _____

Address: _____

1. Name of injured: _____
2. Sex: ☐ M ☐ F Age: _____ Date of accident: _____
3. Time of accident: _____ a.m. _____ p.m. Day of accident: _____
4. Employee's job title: _____
5. Length of experience on job: _____ years: _____ months
6. Address of location where the accident occurred: _____
7. Nature of injury, injury type, and part of the body affected: _____
8. Describe the accident and how it occurred: _____
9. Cause of the accident: _____
10. Was personal protective equipment required? ☐ yes ☐ no
Was it provided? ☐ yes ☐ no
Was it being used? ☐ yes ☐ no
If "no," explain: _____
Was it being used as trained by supervisor or designated trainer? ☐ yes ☐ no
If "no," explain: _____
11. Witness(es): _____
12. Was safety training provided to the injured? ☐ yes ☐ no
If "no," explain: _____
13. Interim corrective actions taken to prevent recurrence: _____
14. Permanent corrective action recommended to prevent recurrence: _____
15. Date of report: _____ , _____ 20_____
Prepared by: _____

Supervisor (**Signature**): _____ Date: _____

16. Status and follow-up action taken by safety coordinator or designee: _____

Safety Coordinator (**Signature**) _____ Date _____

6.3 INSTRUCTIONS FOR COMPLETING THE ACCIDENT INVESTIGATION REPORT

An accident investigation is not designed to find fault or place blame, but it is an analysis of the accident to determine causes that can be controlled or eliminated.

(Items 1-6) Identification: This section is self-explanatory.

- (Item 7)** **Nature of Injury:** Describe the injury, e.g., strain, sprain, cut, burn, fracture.
 Injury Type: First aid—injury resulted in minor injury/treated on premises; Medical—injury treated off premises by physician; Lost time—injured missed more than one day of work; No Injury—no injury, near-miss type of incident.
 Part of the Body: Part of the body directly affected, e.g., foot, arm, hand, head.
- (Item 8)** **Describe the accident:** Describe the accident, including exactly what happened, and where and how it happened. Describe the equipment or materials involved.
- (Item 9)** **Cause of the accident:** Describe all conditions or acts which contributed to the accident, e.g.—
 a. unsafe conditions (spills, grease on the floor, poor housekeeping or other physical conditions).
 b. unsafe acts (unsafe work practices such as failure to warn, failure to use required personal protective equipment).
- (Item 10)** **Personal protective equipment:** This section is self-explanatory.
- (Item 11)** **Witness(es):** List name(s), address(es), and phone number(s).
- (Item 12)** **Safety training provided:** Was any safety training provided to the injured relating to the work activity being performed?
- (Item 13)** **Interim corrective action:** Measures taken by supervisor to prevent recurrence of incident, e.g., barricading accident area, posting warning signs, shutting down operations.
- (Item 14):** This section is self-explanatory.
- (Item 15):** This section is self-explanatory.
- (Item 16)** **Follow-up:** Once the investigation is complete, the safety coordinator or designee shall review and follow up the investigation to ensure that corrective actions recommended by the safety committee and approved by the employer are taken and that control measures have been implemented.

7 RECORDKEEPING PROCEDURES

The safety coordinator or a designee will control and maintain all employee accident and injury records. Records are maintained for a minimum of five (5) years and include:

- Accident Investigation Reports, see Section 7, page 17
- Workers' Compensation First Report of Injury or Illness
- Log and Summary of Occupational Injuries and Illnesses as required by OSHA Recordkeeping Regulation, 29 CFR 1904.2:
 - OSHA Form 300 (Rev. 1-2004): Log of Work-Related Injuries and Illnesses
 - OSHA Form 300A (Rev. 1-2004): Summary of Work-Related Injuries and Illnesses
 - OSHA Form 301: Injury and Illness Incident Report

8 SAFETY RULES, POLICIES AND PROCEDURES

The safety rules contained on these pages have been prepared to protect you in your daily work. Employees are to follow these rules, review them often and use good common sense in carrying out assigned duties.

These safety rules shall include both general workplace safety rules and job-specific safety rules.

General Rules:

All Employees

8.1 ALL EMPLOYEES

8.1.1 HOUSEKEEPING

1. Use caution signs/cones to barricade slippery areas.
2. Do not store or leave items on stairways.
3. Return tools to their storage places after using them.
4. Do not block or obstruct stairwells, exits or accesses to safety and emergency equipment such as fire extinguishers or fire alarms.
5. Do not place materials such as boxes or trash in walkways and passageways.
6. Do not use gasoline for cleaning purposes.
7. Mop up water around water fountains, drink machines and ice machines.

8.1.2 LIFTING PROCEDURES

General

1. Test the weight of the load before lifting by pushing the load along its resting surface.
2. If the load is too heavy or bulky, use lifting and carrying aids such as hand trucks, dollies, pallet jacks and carts, or get assistance from a co-worker.
3. Never lift anything if your hands are greasy or wet.
4. Wear protective gloves when lifting objects with sharp corners or jagged edges.

8.1.3 WHEN LIFTING—

1. Face the load.
2. Position your feet 6"-12" apart with one foot slightly in front of the other.
3. Bend at the knees, not at the back.
4. Keep your back straight.
5. Get a firm grip on the object using your hands and fingers. Use handles when they are present.
6. Hold the object as close to your body as possible.
7. Perform lifting movements smoothly and gradually; do not jerk the load.
8. If you must change direction while lifting or carrying the load, pivot your feet and turn your entire body. Do not twist at the waist.
9. Set down objects in the same manner as you picked them up, except in reverse.
10. Do not lift an object from the floor to a level above your waist in one motion. Set the load down on a table or bench and then adjust your grip before lifting it higher.

8.1.4 LADDERS AND STEPLADDERS

1. Read and follow the manufacturer's instruction label affixed to the ladder if you are unsure how to use the ladder.
2. Do not use ladders that have loose rungs, cracked or split side rails, missing rubber foot pads, or other visible damage.
3. Keep ladder rungs clean and free of grease. Remove buildup of material such as dirt or mud.
4. When performing work from a ladder, face the ladder and do not lean backward or sideways from the ladder.
5. Allow only one person on the ladder at a time.
6. Do not stand on the top two rungs of any ladder.
7. Do not stand on a ladder that wobbles or leans to the left or right of center or is crooked.
8. Do not try to "walk" a ladder by rocking it. Climb down the ladder and then move it.

8.1.5 DRIVING/VEHICLE SAFETY

Fueling Vehicles

1. Turn the vehicle off before fueling.
2. Do not smoke while fueling a vehicle.
3. Wash hands with soap and water if you spill gasoline on them.

Driving Rules

1. Shut all doors and fasten your seat belt before moving the vehicle.
2. Obey traffic patterns and signs at all times.
3. Maintain a three-point contact using both hands and one foot or both feet and one hand when climbing into and out of vehicles.
4. Do not leave keys in an unattended vehicle.

8.2 OFFICE PERSONNEL

8.2.1 OFFICE SAFETY

General

1. Do not place material such as boxes or trash in walkways and passageways.
2. Do not throw matches, cigarettes or other smoking materials into trash baskets.
3. Do not kick objects out of your pathway; pick them up or push them out of the way.
4. Keep floors clear of items such as paper clips, pencils, tacks or staples.
5. Straighten or remove rugs and mats that do not lie flat on the floor.
6. Mop up water around water fountains and drink machines.
7. Do not block your view by carrying large or bulky items; use a dolly or hand truck or get assistance from a fellow employee.
8. Store sharp objects, such as pens, pencils, letter openers or scissors, in drawers or with the points down in a container.
9. Carry pencils, scissors and other sharp objects with the tips pointing down.
10. Use the ladder or step stool to retrieve or store items that are located above your head.
11. Do not run on stairs or take more than one step at a time.
12. Keep doors in hallways fully open or fully closed.
13. Use handrails when ascending or descending stairs or ramps.
14. Obey all posted safety and danger signs.

8.2.2 EQUIPMENT USE

1. Do not use fans that have excessive vibration, frayed cords or missing guards.
2. Do not place floor-type fans in walkways, aisles or doorways.
3. Do not plug multiple electrical cords into a single outlet.
4. Do not use extension or power cords that have the ground prong removed or broken off.
5. Do not use frayed, cut or cracked electrical cords.
6. Use a cord cover or tape down cords when running them across aisles, between desks or across entrances or exits.
7. Turn the power switch of the local exhaust fans to "ON" when operating the blueprint machine.

Management Commitment:

It is the commitment of Cloud Manufacturing Holdings, LLC to maintain a safe and healthy workplace for all of its employees and guests. This safety program outlines our commitment and responsibilities therein to promote the evolving success of the company. Any processes, procedures and steps are reviewed and consistently updated to reflect the current and future changing needs of the company.

Sincerely,

Cloud Manufacturing Holdings, LLC



Signature of Managing Partner

4/5/21

Date

Lease Agreement

THIS LEASE AGREEMENT is made as of this ____ day of March, 2021, by and between GO Development, LLC, a Maine limited liability company having its principal place of business in Biddeford, Maine ("Landlord") and Cloud Manufacturing Holdings, LLC, a Corporation established under the laws of the State of Maine, having a mailing address of 105 Whipple Road, Kittery 03904 ("Tenant").

ARTICLE I CERTAIN LEASE PROVISIONS

1.01 Certain Definitions and Certain Provisions of this Lease. As used herein, the following terms shall have the meaning herein specified, and the terms and provisions of certain elements of this Lease shall be as follows:

- (a) Demised Premises: as more fully set forth in Article II hereof, shall mean and include: that portion of the building at 5 Drapeau Street, Biddeford, York County, Maine as shown on Exhibit A attached hereto, and shall be deemed to contain 775 square feet of Gross Leasable Area.
- (b) Term: Three (3) years as more fully set forth in Article III hereof, and "Extended Term" of an additional (2)-Three (3) year terms, if elected by tenant.
- (c) Commencement Date: Commencement Date shall be _____, 2021, as more fully set forth in Article III hereof.
- (d) Termination Date, as more fully set forth in Article III, hereof: 5 years from the commencement date.
- (e) Fixed Minimum Rent, as more fully set forth in Article IV hereof, shall be Ten Thousand, Eight Hundred Dollars (\$10,800) per year or Nine Hundred Dollars (\$900.00) per month based on the Gross Leasable Area.
- (f) Permitted Uses, as more fully set forth in Article VI hereof: Tenant's principal use will be a manufacturing kitchen. Permitted Use shall include any uses allowed under applicable laws, codes, ordinances and regulations with respect to the growing, manufacturing, testing and distribution of marijuana and hemp, including adult use cultivation if the City of Biddeford allows such use.
- (g) Tenant's Name: Cloud Manufacturing Holdings, LLC
- (h) Security Deposit: First month, last month and one-month Security.
- (i) Address of Landlord for the payment of rent: GO Development, LLC
PO Box 111
Kennebunk, ME 04005
- (j) Broker: Not Applicable
- (k) Landlord's Work (see also Article V): Improvements required to provide the demised premises with access to sewer, waters, and electricity.
- (l) Tenant's Work (see also Article V): Except as provided in Section 1.01(k), the space is being leased as is. Tenant will be solely responsible for all other desired buildout.
- (m) Parking: Use of common area parking, in proportionate shares with other tenants.

ARTICLE II DEMISED PREMISES

2.01 Premises. The Demised Premises, having a total approximate area as set forth in paragraph (a) of Section 1.01, consists of: that portion of the building at 5 Drapeau Street, Biddeford, York County, Maine as shown on Exhibit A attached hereto, and shall be deemed to contain 775 square feet of Gross Leasable Area.

2.02 Reserved Rights. Landlord reserves to itself the use of the exterior walls, the roof, and the right to install, maintain, use repair and replace pipes, ducts, conduits, vents and wires leading in, through, over, or under the Demised Premises, it being understood that Landlord will use its best efforts to avoid unreasonable interference or disturbance of Tenant's decoration or operation within the Demised Premises in connection with any repairs and/or installations made by Landlord. Landlord agrees to provide Tenant with reasonable notice prior to commencing such maintenance or repair work, not to store materials in the Demised Premises, and to restore or repair the Demised Premises to the same condition as existed prior to the commencement of such work.

ARTICLE III TERM OF LEASE, EXTENDED TERM AND EARLY TERMINATION

3.01 Term. Commencement Date shall be [REDACTED]. The Term of this lease shall be the number of years set forth in Section 1.01(b) plus that fraction of a month remaining after the Commencement Date during the month in which the Commencement Date shall occur; provided, however, that if the Commencement Date shall occur on the first day of the month, then the Term shall be only the number of years set forth in Section 1.01. The last day of the Term shall be known as the "Termination Date". After such Commencement Date and Termination Date have been determined, Tenant agrees, upon demand of the Landlord, to execute a supplemental instrument setting forth the Commencement Date and Termination Date of the Term.

3.02 Option to Renew. So long as the Tenant shall have duly performed all of its agreements hereunder, including the timely payment of Rent and other charges, and shall not then be in default of its obligations hereunder, Tenant shall have the right, at its election, to extend the Term for an additional number of years, if any, shown as "Extended Term" in Section 1.01(b), commencing upon the day after the Termination Date; provided that Tenant shall give Landlord written notice of the exercise of this election at least 180 days prior to the expiration of the original Term, or any extension as the case may be. After the exercise by Tenant of such election, the expression "Term" shall mean the original Term as it may have been extended. Except as expressly otherwise provided in this lease, all agreements and conditions of this lease shall apply to the additional period to which the original Term may be extended. If no number of months is shown as "Extended Term" in Section 1.01, Tenant shall have no right to extend the Term of this lease. Rate for the extended term will be determined as follows: Fixed Minimum Rent shall be increased by the percentage increase in the Index for the period beginning sixty (60) days prior to the beginning of the Term or the last opportunity hereunder for adjustment of the rent and ending sixty (60) days prior to the beginning of the Extended Term to which the revised rent shall apply. In the event the Index has decreased at the time for recalculation, the rent shall remain unchanged.

ARTICLE IV RENT

4.01 General. The rental reserved to Landlord during the Term, which Tenant covenants and agrees to pay to Landlord as herein provided, without prior demand and without any deduction or setoff whatsoever, shall consist of the fixed minimum rent set forth in paragraph 1.01(e) of Article I (herein referred to as the "Fixed Minimum Rent"). All Rent and other payments required to be made by Tenant to Landlord under this lease shall be paid to Landlord at Landlord's address set forth in paragraph 1.01(i) of Article I, or at such other place as Landlord may from time to time direct by written notice to Tenant, subject to the notice period.

4.02 Fixed Minimum Rent. The Fixed Minimum Rent shall be payable by Tenant monthly on the first day of each month, without prior demand or notice and without any deduction or setoff whatsoever.

4.03 Additional Rent. All sums required to be paid by Tenant pursuant to the provisions of this lease, other than the Fixed Minimum Rent, including but not limited to Tenant's share of Common Costs as described in Articles XV and XVI below shall constitute "Additional Rent", and shall be a part of the "Rent". The Additional Rent will be billed to the Tenant monthly in arrears based on Common Costs incurred the preceding month and will be due and payable within 30 days after the date of the invoice. Landlord will maintain supporting documentation for all Common Costs, and Tenant will be permitted to inspect and copy such documentation during Landlord's usual office hours.

4.04 Total Rent. The sum of the Fixed Minimum Rent and the Additional Rent shall be referred to herein as the "Total Rent." Any payments of Total Rent not paid within ten (10) days of the due date shall bear interest at the rate of Twelve (12%) percent per annum from due date. No payment by the Tenant or receipt by the Landlord of a lesser amount than the Total Rent shall be deemed other than a payment on account of the earliest rent due, nor shall any endorsement nor any statement on any check or in any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the rent

ARTICLE V CONSTRUCTION

5.01 Landlord's Work; Tenant's Work. Promptly upon the Demised Premises becoming available to Landlord, Landlord shall perform the construction work with respect to the Demised Premises, but only as described in Section 1.01 (k) above (herein "Landlord's Work"). All other construction and/or installation of personal property, trade fixtures, and other leasehold improvements desired by Tenant to make the Demised Premises ready for the operation of Tenant's business (collectively the "Tenant's Work") shall be done in a good and workmanlike manner, at Tenant's sole cost and expense in accordance with plans previously approved by Landlord, which approval shall not be unreasonably withheld or delayed, and in general conformance with the layout to be provided by Tenant to Landlord. Upon receipt of Landlord's written approval of such plans, Tenant shall commence construction of Tenant's Work promptly upon Landlord's making the Demised Premises available to Tenant and shall diligently pursue such construction to completion. Tenant agrees to apply for and obtain all local and state permits required in connection with such work. All such work shall be completed in compliance with applicable laws, codes, ordinances and regulation of the governmental authorities having jurisdiction thereof.

5.02 Mechanic's Liens. Tenant shall do all things reasonably necessary to prevent the filing of mechanics' or other liens or encumbrances against the Property by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant by any entity other than Landlord. If any such lien or encumbrance shall be filed against the Property, or any portion thereof, Tenant shall cause same to be discharged of record, or bonded to the satisfaction of Landlord, within thirty (30) days after the date of filing same. In connection with the foregoing Tenant shall indemnify and save harmless Landlord and all mortgagees from all costs, liabilities, claims and demands, including reasonable attorney's fees resulting therefrom. If Tenant shall fail to discharge or bond any such lien or encumbrance within such period then, in addition to any other right or remedy, Landlord may discharge the same and Tenant agrees to reimburse Landlord promptly upon demand for all costs and expenses in connection therewith, including reasonable attorney's fees, (as Additional Rent) with interest at twelve percent (12%) per annum.

5.03 Access to Demised Premises. Any access or possession by Tenant prior to the Commencement Date shall be on and subject to all the other terms, provisions, covenants, and conditions of this lease, except for the payment of Rent.

ARTICLE VI USE AND OPERATION; LANDLORD'S SERVICES

6.01 Use. Tenant shall use the Demised Premises solely for the Permitted Uses set forth in Section 1 (f) and for no other purpose. Tenant shall in any event obtain all necessary approvals, local, state and federal, for all uses of the Demised Premises, and only use the Demised Premises for uses permitted by local, state and federal regulations, ordinances and laws, including but not limited to those related to hazardous materials, and use the

Demised Premises in such manners that are consistent with all regulations, ordinances and laws.

6.02 Landlord's Services. Subject to and as implicitly modified by the provisions of this Lease regarding utilities, (a) throughout the Term (including, without limitation, any Extended Term), Landlord shall supply, or shall cause to be supplied, the following services: (i) hot and cold water to the lavatories (including, without limitation, those within or serving the Demised Premises); (ii) heat as and when reasonably required to maintain reasonably comfortable temperatures within the Demised Premises and the Common Area within the Building for the Tenant's intended use as set forth herein; (iii) janitorial services for the Common Area within the Building; (iv) routine maintenance services for the exterior Common Area; (v) lighting to the extent currently existing for the interior and exterior Common Area.

ARTICLE VII INDEMNITY AND INSURANCE

7.01 Indemnity. Tenant shall indemnify, defend and hold Landlord harmless against any and all claims, liabilities, damages or losses, and any attorneys' fees and other incidental expenses, resulting from injury or death of any person or damage to property occurring on the Premises, arising in conjunction with the use and occupancy of the Premises by Tenant, a breach by Tenant of the terms of this Lease or arising out of the negligence or wrongful misconduct of Tenant, except to the extent the death, injury or damage was sustained as a result of any negligence or wrongful act of Landlord or of its employees, agents, invitees, licensees, contractors or subcontractors, or by reason of the breach of any of Landlord's obligations under this Lease. Except to the extent arising out of the negligence or wrongful misconduct of Tenant, its employees, agents, invitees, licensees, contractors or subcontractors, or as a result of the breach by Tenant of any of its obligations in this Lease, Landlord shall indemnify, defend and hold Tenant harmless from and against any and all claims, liabilities, damages or losses, and any attorneys' fees and other incidental expenses, resulting from the acts or omissions of Landlord or any of its employees, agents, invitees, licensees, contractors or subcontractors, or their employees, agents, invitees, licensees, contractors or subcontractors, or by reason of the breach of any of Landlord's obligations under this Lease. Indemnifications contained in this Article shall not be deemed to include consequential, incidental or special damages and shall survive the expiration, or earlier termination, of the term of this Lease.

7.02 Insurance.

- (a) From and after the date the Demised Premises are made available to Tenant for commencement of Tenant's Work until the end of the Term, Tenant agrees to maintain in full force, at its own expense, one or more policies of comprehensive general liability and property damage insurance insuring against liability for injury to persons and/or property (and death) of any person or persons in or about the Demised Premises. The limits of liability of such insurance shall be not less than a combined single limit of Two Million Dollars (\$2,000,000) for injury or death to one or more persons arising from any one occurrence and not less than Five Hundred Thousand Dollars (\$500,000) with respect to damage to property. In no event shall the limits of said policies be considered as limiting the liability of Tenant under this lease.
- (b) Tenant agrees to maintain in full force, during the Term, at its own expense, one or more policies of fire and extended coverage, vandalism, malicious mischief and sprinkler leakage insurance with "All Risks" endorsement, covering its fixtures and equipment located on the Demised Premises. The proceeds of such insurance, so long as this lease remains in effect, shall be used to repair and/or replace the fixtures and other equipment so insured.
- (c) Tenant agrees to maintain in full force, during the Term, at its own expense, one or more policies of workers' compensation insurance providing statutory coverage and containing statutory limits. Tenant shall obtain certificates of such insurance from all contractors performing any of Tenant's Work under Section 5.01.
- (d) All liability insurance required to be carried by Tenant hereunder shall insure Tenant and Landlord, and such other person or persons designated by Landlord that have an insurable interest in the Demised Premises,

including the holder of any mortgage affecting the Demised Premises, shall be subject to the approval of Landlord as to form, substance and insurer, and shall contain a provision that it cannot be canceled or amended, insofar as it relates to the Demised Premises, without at least thirty (30) days prior written notice to Landlord and any mortgagee. Landlord's approval of the form of such insurance shall not be unreasonably withheld or delayed.

7.03 Failure to Maintain Insurance; Blanket Insurance. A duplicate original or certificate of all policies procured by Tenant in compliance with its obligations under this lease shall be delivered to Landlord within thirty (30) days after the Commencement Date and thereafter at least thirty (30) days prior to the expiration of any such policy. In the event of Tenant's failure, in whole or in part, to obtain insurance required under this lease, or to provide evidence thereof in a timely fashion, Landlord shall have the right (but not the obligation) to procure such insurance and Tenant shall pay to Landlord the costs and expenses thereof as Additional Rent. Any insurance required to be provided by Tenant under Section 7.02 may be provided by blanket insurance covering both the Demised Premises and other locations of the Tenant if such blanket insurance complies with all of the other requirements of this lease.

7.04 Release of Liability. Tenant agrees to use and occupy the Demised Premises and to use all other portions of the Property which it is permitted to use by the terms of this lease, at its own risk and hereby (for itself and all persons claiming under, by or through Tenant) releases Landlord, its agents, servants, contractors and employees from all claims and demands of every kind resulting from any accident, damage or injury occurring therein, except those claims arising from the wrongful acts of Landlord, its servants, agents, contractors, or employees, except to the extent covered by insurance that Tenant is required to maintain pursuant to the provisions of this lease. Landlord shall have no responsibility or liability for any loss, damage or injury to fixtures, improvements or other personal property of Tenant, except those claims arising from the wrongful acts of Landlord, its servants, agents, contractors, or employees.

Notwithstanding anything to the contrary provided in this lease, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of any mortgagee or landlord, nor any officer, director, stockholder, trustee, beneficiary or partner of such mortgagee or landlord, with respect to any of the terms covenants and conditions of this lease, and that Tenant shall look solely to the equity of the Landlord, or any successor in interest in the Demised Premises, for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord, or by any successor in interest, of any of the terms, covenants and conditions of this lease to be performed by Landlord. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining the Demised Premises or any part thereof, or for any loss or damage resulting to Tenant or its property from water, gas, steam, fire, or the bursting, stoppage or leaking of sewer or water pipes.

7.05 Fire Regulations, etc. If Tenant installs any electrical equipment that overloads the lines in the Demised Premises, or the Property in which the Demised Premises are located, Tenant shall, at its own cost and expense, promptly make whatever changes are necessary to remedy such condition and comply with all requirements of the Landlord and the Board of Fire Insurance Underwriters and any similar body and any governmental authority having jurisdiction thereof.

7.06 Fire Insurance. Landlord covenants and agrees to maintain throughout the Term fire and standard extended coverage insurance that shall include the Demised Premises, in an amount not less than that required for full replacement of the Property, except for a deductible of up to \$5,000. The premiums for such insurance, plus any deductible costs not reimbursed under a claim, shall be part of the Common Costs shared by Tenant in accordance with the provisions of Section 16.01 thereof.

7.07 Governmental Regulations. Tenant shall indemnify, defend and hold Landlord harmless against any and all claims, liabilities, damages or losses, and any reasonable attorney's fees and other incidental expenses, resulting from Tenant's noncompliance with the requirements of any state or local law, ordinance, regulation, permit or approval, including without limitation the requirements of any conditional use approval or order of the Biddeford Planning Board, and any reasonable attorney's fees and other incidental expenses reasonably incurred by Landlord

in responding to any notice and defending any proceeding by a governmental authority asserting Tenant's noncompliance with any such requirements.

ARTICLE VIII FIRE AND OTHER CASUALTIES

8.01 Repairs. If the Demised Premises should be damaged during the Term by fire or any other casualty, Landlord shall (except as hereinafter provided) make every good faith effort to repair the same as quickly as possible, provided that Tenant is not then in Default of this lease, as defined in Article 17.01.

8.02 Option to Cancel. If (a) the Demised Premises, or the building comprising the Property, should be damaged or destroyed (1) by fire or other casualty (i) to the extent of 25% or more of the cost of replacement of either thereof, or (ii) so that 25% or more of the Gross Leasable Area contained in either shall be rendered untenable, or (2) by any casualty other than those covered by standard fire and extended coverage insurance policies; or (b) if Landlord's mortgagee shall require that any portion of the insurance proceeds resulting from such damage or destruction be applied against any obligation due to such mortgagee, then Landlord may, at its option, either terminate this lease or elect to repair the Demised Premises. Landlord shall notify Tenant as to its election within 60 days after such fire or other casualty. If Landlord elects to terminate this lease, then the Term hereof shall end at the end of the calendar month in which such election is made. If Landlord does not elect to terminate this lease, then Landlord shall perform such repairs and rebuilding as set forth in Section 8.03 hereof, Tenant shall perform such repairs and rebuilding as are set forth in Section 8.04 hereof, the Term shall continue without interruption, and this lease shall remain in full force and effect.

8.03 Reconstruction by Landlord. If Landlord does not elect to terminate this lease as provided in Section 8.02, Landlord shall reconstruct the building of which the Demised Premises forms a part, and so much of the Demised Premises as existed at the time of execution of this Lease, after completion of Landlord's Work, if any. All work to be performed by Landlord shall be done in such manner that, upon completion, that portion of the Demised Premises repaired or rebuilt shall contain substantially the same amount of Gross Leasable Area as immediately prior to the damage or destruction. Landlord shall commence such reconstruction as soon as practicable, shall proceed with reasonable diligence, and shall complete the work within a reasonable time in light of the nature and extent of the damage. In the event Landlord's reconstruction is not completed within six months after the occurrence of the damage, the Tenant shall have the option, until Landlord's reconstruction is completed, to terminate this Lease by giving seven (7) days' written notice of termination by Landlord.

8.04 Repairs by Tenant. If Landlord does not elect to terminate this lease as provided in Section 8.02, Tenant shall, at its own cost and expense, repair and restore the Demised Premises in accordance with the provisions of Article V to the extent not required to be repaired by Landlord pursuant to the provisions of this Article VIII, including, but not limited to, the repairing and/or replacement of fixtures and equipment.

8.05 Insurance Proceeds. All proceeds payable from Landlord's insurance policies with respect to the Demised Premises shall belong to and shall be payable to Landlord. If Landlord does not elect to terminate this lease as provided in Section 8.02, Landlord shall disburse and apply so much of any insurance recovery as shall be necessary against the cost to Landlord of restoration and rebuilding of Landlord's Work, subject to the prior rights of any holder of any mortgage liens against the Demised Premises.

8.06 Rent Abatement. During any periods in which the Demised Premises are damaged by fire or other casualty, and there is substantial interference with the operation of Tenant's business in the Demised Premises as a result of such damage or casualty, the Fixed Minimum Rent and Additional Rent shall abate. Such abatement shall continue for the period commencing with the date of such fire or other casualty and upon completion by Landlord of any repair work which Landlord is required to perform under the provisions of this Article VIII or, in the event that Landlord elects to terminate this lease, until the date of termination. In the event of a destruction of only part of the Demised Premises, and such destruction does not substantially interfere with the operation, rent shall be abated equitably.

8.07 Waiver of Liability. Each party hereto does release and discharge the other party hereto and any partner, officer, director, stockholder, agent or employee of such party of and from any liability whatsoever hereafter arising from loss, damage, or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

ARTICLE IX REPAIRS, MAINTENANCE AND ALTERATIONS

9.01 Repairs. Landlord shall, at its sole cost and expense, within a reasonable period after receipt of notice from Tenant, make or cause to be made necessary structural repairs to the exterior walls, the roof, and the roof structure and shall keep in good order, condition and repair the exterior foundations of the Building. Such costs shall not be included within the Common Costs shared by Tenant. If the need for any such repairs or installations are necessitated or caused by any act or negligence by Tenant or its employees, agents, invitees, or contractors, and not by any fire or other casualty or condemnation regardless of the cause thereof, then Tenant shall reimburse Landlord for the reasonable cost of such repairs or installations to the extent Landlord is not reimbursed by insurance. Landlord shall also make such other repairs or replacements, and shall perform such other maintenance, to the Property (including, without limitation, all mechanical, electrical, plumbing and other systems servicing the Property) as shall be reasonably necessary to keep the Property (including, without limitation, the Common Areas and the items which are set forth as Common Costs under Article XVII(b)) in good order, condition and repair during the Term, but excluding those repairs or replacements which are the responsibility of Tenant under Section 9.02.

9.02 Maintenance. Tenant, at its own cost and expense, shall keep, replace and maintain in good order, condition and repair the Demised Premises, excluding the Landlord's obligations under Section 9.01. The aforesaid obligation of Tenant shall include, without limitation, all necessary painting and decorating, and repairs and installations necessitated pursuant to the provisions of Section 13.01(a) hereof.

9.03 Alterations. After the Commencement Date, Tenant shall not make any alterations, replacements, improvements and/or additions to the Demised Premises or any part thereof without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

9.04 Failure to Repair. If Tenant shall fail to make any of the repairs required of it by the provisions of this lease, or to commence the performance of any of its obligations hereunder within ten (10) days after notice by Landlord (or without notice in an emergency), Landlord shall have the right (but not the obligation) to make such repairs or replacements, or perform maintenance work or any other work required of Tenant pursuant to this lease and charge the reasonable cost thereof to Tenant as Additional Rent.

If Landlord shall fail to make any of the repairs required of it by the provisions of this lease, or to commence the performance of any of its obligations hereunder within ten (10) days after notice by Tenant (or without notice in an emergency), Tenant shall have the right (but not the obligation) to make such repairs or replacements, or perform maintenance work or any other work required of Landlord pursuant to this lease and deduct the reasonable cost thereof from any rent payable under this lease.

ARTICLE X CONDEMNATION

10.01 Eminent Domain. If the fee of the whole of the Demised Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof (herein the "Taking"), then this lease shall terminate as of the date of the Taking. If there is a Taking of any part of the Demised Premises which renders the remainder thereof unusable for the purposes for which the Demised Premises were leased, or if Tenant does not have reasonable access to the Demised Premises or the Property, then Landlord and Tenant shall each have the right to terminate this lease on ten (10) days notice to the other. In the event this lease is terminated as provided in this Section, any prepaid Rent shall be equitably adjusted as of the date of such termination.

10.02 Apportionment of Rent; Repairs. If there is a Taking of any part of the Demised Premises and this lease shall not terminate pursuant to the provisions of Section 10.01, then the Fixed Minimum Rent and Additional Rent shall be equitably apportioned according to the space so taken, and Landlord shall, at its own cost and expense, restore the remaining portion of the Demised Premises to the extent necessary to render same reasonably suitable for the purposes for which the Demised Premises were leased, and shall make all repairs to the Property in which the Demised Premises are located to the extent necessary to constitute the remaining portion of the Property a complete architectural unit provided that the cost thereof shall not exceed the net proceeds of the condemnation award actually received and retained by Landlord and not required to be paid by Landlord to any other parties including the holder of any mortgage on the Property.

10.03 Compensation; Claims. All compensation awarded or paid upon a total or partial taking of the Demised Premises shall belong to and be the property of Landlord without any participation by Tenant. Nothing contained herein shall be construed to preclude Tenant, at its sole cost and expense, from independently prosecuting any claim directly against the condemning authority for loss of business and/or depreciation to, damage to, and cost of removal of stock, trade fixtures, furniture and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award to any mortgagee. Tenant shall have the independent right to pursue compensation for damage to its leasehold improvements.

ARTICLE XI COMMON AREAS

11.01 Non-Exclusive Use; Non-Obstruction. Landlord shall operate the Common Areas for their intended purposes, and Landlord shall maintain the Common Areas (including, without limitation, the landscaping, the parking spaces, the sidewalks and the driveways) in good order, condition and repair, and to the extent reasonably possible, keep such Common Areas free of snow and ice and in a clean condition. Tenant shall have the non-exclusive right during the Term to use (for their intended purposes) the Common Areas for itself, its employees, agents, customers, invitees and licensees, subject, however, to the provisions of this Article XI. Landlord shall have the right, at any time, to change the size, location, elevation or configuration of the Common Areas, or any part thereof.

11.02 Control of Common Areas; Parking. All Common Areas shall be subject to the exclusive control and management of Landlord and Landlord shall have the right to establish, modify, amend and enforce uniform rules and regulations with respect to the Common Areas and the use thereof, providing that such rules and regulations do not unreasonably interfere with Tenant's use and enjoyment of the Demised Premises or with Tenant's access thereto. Tenant agrees to abide by and conform to such rules and regulation upon notice thereof and to cause its invitees, licensees, employees, and agents so to abide and conform. Landlord shall have the right (a) to close temporarily all or any portion of the Common Areas to discourage non-customer use, (b) to use portions of the Common Areas while engaged in making additional improvements, repairs, or alterations to the Property, (c) to do and perform such other acts with respect to the Common Areas as, in the use of good business judgment, Landlord shall determine to be appropriate for the Property.

Tenant agrees to cause its employees, agents and licensees to park their respective automobiles, trucks and other vehicles only in such parking places in the Common Areas designated by Landlord from time to time as the employee parking area. Tenant shall not at any time interfere with the rights of Landlord and other tenants, their officers, employees, agents, licensees, customers or invitees to use any part of the parking areas and other Common Areas.

ARTICLE XII ASSIGNMENT AND SUBLETTING

12.01 Tenant shall not, without Landlord's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned, assign, mortgage, pledge or otherwise encumber this Lease in whole or in part or sublet any part or all of the Premises. No assignment of this Lease or subletting of the Premises shall be deemed to

release Tenant from any of its obligations under this Lease, nor shall any assignment or subletting be construed as permitting any further assignment or subletting except in accordance with this Article.

12.02 Termination by Landlord. Notwithstanding anything to the contrary in this Lease, the Landlord shall have the right to terminate the Lease in any situation where Landlord's consent to any proposed assignment or subletting is required and Tenant assigns or sub-lets the premises without obtaining such consent.

12.03 Termination by Landlord; Exceptions. The provisions of Section 12.02 with respect to Landlord's right to terminate the Lease shall not be applicable to an assignment of this Lease by the Tenant (i) to a wholly owned subsidiary (for such period of time as the stock of such subsidiary continues to be wholly owned by the Tenant, it being agreed that the subsequent sale or transfer of 25% or more of the stock of such subsidiary shall be treated as if such sale or transfer were an assignment of this Lease governed by the provisions of Section 12.02, or (ii) to a controlling entity, or (iii) to a purchaser of the business of the Tenant, whether by the sale of stock or assets or otherwise, and provided in all such events listed in clauses (i), (ii), and (iii) that such subsidiary, controlling entity, or purchaser has agreed directly with the Landlord to be bound by all of the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the Rent, the covenant to use the Leased Premises only for the purposes specifically permitted under this Lease, and the covenant against further assignment. Any such assignment shall not relieve the Tenant of any of its obligations hereunder.

12.04 No Waiver. Consent by Landlord, whether express or implied, to any assignment or sublease, shall not constitute a waiver of Landlord's right to prohibit any subsequent assignment or sublease, nor shall such consent be deemed a waiver of Landlord's right to terminate this Lease upon the terms and conditions set forth herein.

ARTICLE XIII TENANT'S ADDITIONAL AGREEMENTS

13.01 Affirmative Covenants. Tenant agrees at all times during the Term, at its cost and expense, to:

- (a) keep the Demised Premises in a neat and clean condition;
- (b) use a sanitation contractor for the storage, removal and disposal of rubbish and trash from the Demised Premises, and to confine Tenant's rubbish in a covered exterior container which is located at the rear of the Demised Premises in an area to be designated by Landlord; other than so designating such a location, Landlord will not be responsible for the removal of Tenant's trash. All medical materials, pharmaceuticals, and hazardous materials shall be disposed of only in accord with all local, state and federal rules, regulations, ordinances and laws.
- (c) promptly comply with all known laws, ordinances, rules and regulation of governmental authorities affecting the Demised Premises by reason of Tenant's business and not by reason of Tenant's use of the Demised Premises for the Permitted Use;
- (d) obey and observe (and make reasonable efforts to cause its employees, contractors, licensees, invitees, subtenants, and all others doing business with Tenant, to obey and observe) all reasonable rules and regulations established by Landlord during the Term for the government, conduct, and operation of Tenant and/or for the promotion of the safety, health, conservation of energy, and maintenance of good order within the Property, so long as the same are not discriminatory with respect to Tenant and do not unreasonably interfere with Tenant's use and enjoyment of the Demised Premises or Tenant's access thereto;
- (e) bear all responsibility for creating, designating and maintaining an area for smoking outside the building containing the Demised Premises, including the regular cleaning and policing of such area, and bear responsibility of any damages or claims related to such area or such smoking, said area to be subject to review and approval by Landlord, though such review and approval is hereby deemed not to give Landlord any responsibility for said area or smoking. No smoking shall be permitted in the interior spaces of the

Demised Premises.

13.02 Negative Covenants. Tenant agrees that it will not at any time during the Term, without first obtaining Landlord's prior written consent:

- (a) use the Demised Premises for any use or purpose other than use stated herein and services and operations incidental thereto.
- (b) operate in any part of the Common Areas any coin operated vending machine or similar device for the sale of any goods, merchandise, food, beverages and/or services (including but not limited to, pay telephones pay-lockers, pay-toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes, or other commodities);
- (c) permit the emission of any noise, fumes, smoke, or objectionable light from the Demised Premises;
- (d) permit any employee, agent, contractor, invitee, customer, or other individual present on the Demised Premises in connection with Tenant's operations to smoke therein or thereon;
- (e) permit the creation, discharge, or presence in or about the Demised Premises of any hazardous materials or wastes; provided, however, Landlord acknowledges and agrees that Tenant may store and use in or about the Demised Premises normal and customary office supplies and cleaning supplies even though such supplies may be hazardous materials so long as Tenant complies with all applicable laws in connection with the storage, use and disposal of such supplies. Without limiting the generality of the foregoing, Tenant shall not discharge into the Property sewage system any organic chemical including paint thinner, oil, cleaning solvents, paints, pesticides, or similar materials;
- (f) engage in activities identified as enforcement priorities in the Memorandum For All United States Attorneys from James M. Cole dated August 29, 2013, commonly known as the Cole Memo, namely:
 - Preventing the distribution of marijuana to minors;
 - Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
 - Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
 - Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
 - Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
 - Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
 - Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
 - Preventing marijuana possession or use on federal property.

ARTICLE XIV (Reserved)

ARTICLE XV UTILITIES

15.01 Payment of Utilities. The Tenant will be responsible for having power brought to their space. The

Demised Premises will than having a dedicated electric meter and all costs of electricity to Tenants meter will be billed to the Tenant's account. The cost of water and sewer services relating to the Property are included in the Common Costs, and Tenant agrees to pay, as Additional Rent, Tenant's Pro Rata Share (as defined in Section 16.01) of the Common Costs in accordance with the provisions of Section 16.01. Any such utility service supplied by Landlord to the Demised Premises shall be deemed to have been supplied by Landlord as an incidence of the tenancy created by this lease.

15.02 Electrical Capacity. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Demised Premises or the wiring installations therein.

ARTICLE XVI CERTAIN ADDITIONAL DEFINED TERMS

16.01 The following terms shall have the meanings set forth herein:

- (a) "Common Area" means all that part of the Property which is not intended for lease to tenants of the Property, including, without limitation, the land and facilities utilized as parking lots, access and perimeter roads, truck passageways and loading platforms, landscaped areas, exterior walks, interior halls and stairs, underground storm and sanitary sewers and/or septic system, utility lines, washrooms, toilets and other public facilities, and the like. Any portion of the Property so included within Common Areas shall be excluded therefrom when designated by Landlord for a non-common use, and any portion thereof not previously included within the Common Areas shall be included when so designated and improved for common use, provided Tenant's access to the shared restroom at the front of the building shall not be impaired during the term of this Lease without Tenant's prior written consent.
- (b) "Common Costs" shall mean the total costs and expenses incurred by Landlord, its agents, and/or designees for owning operating, maintaining, repairing and/or replacing all or any part of the Property, which costs and expenses shall include, but shall not be limited to, the following:
 - (i) maintenance and repair of heating equipment, plumbing systems, sprinkler systems.
 - (ii) the total costs and expenses incurred in cleaning, planting, replanting, mulching, and maintaining the landscaping of the common facilities of the Property;
 - (iii) the cost of all Landlord's insurance including, but not limited to, fire and other casualty, bodily injury, public liability, property damage liability, flood and earthquake insurance, workmen's compensation insurance, rent loss and any other insurance carried by Landlord for the Property; provided, however, that any increase, additional premium, surcharge or special endorsement charge attributable to the presence of marijuana shall be allocated among the tenants of those portions of the Property used for marijuana related purposes in the ratio of the space each such tenant occupies as a percentage of the total space occupied by all such tenants;
 - (iv) repair, and line repainting of the parking lot;
 - (v) exterior painting;
 - (vi) rental and maintenance of signs and equipment;
 - (vii) repair and replacement of exterior lighting, security systems, fire protection systems and sprinkler systems;
 - (viii) exterminating and sanitary control;
 - (ix) plowing and removal of snow, removal of trash, rubbish, garbage and other refuse;
 - (x) repair and replacement of on-site water lines, electrical lines, gas lines, sanitary sewer lines, and storm drainage systems;
 - (xi) all water and sewer serving the Common Areas;
 - (xii) the cost of all personnel necessary to implement such services and maintain the Property, including wages, salaries (including employee benefits, unemployment insurance and social security payments) of maintenance and security personnel ;
 - (xiii) property taxes, sales and use taxes on material, equipment, supplies and services;

- (xiv) fees for required licenses and permits, fire, security and police protection, sprinkler systems;
- (c) "Gross Leasable Area" means, with regards to the premises occupied by any tenant of the Property, the total number of square feet of floor space on all floors of the premises demised, measured to the inside of exterior walls, and to the center line of interior walls separating the Demised Premises from any other space;
- (d) "Index" means the U. S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index for all Urban Consumers for the Boston, Massachusetts, area or its successor or replacement index.
- (e) "Landlord" means the owner, or the mortgagee in possession, of the Property in which the Demised Premises are located.
- (f) "Lease Fiscal Year" means each period of January 1 through December 31 during the Term, except that the first Lease Fiscal Year shall be the period from the Commencement Date through December 31 following the Commencement Date, and the last Lease Fiscal Year shall be the period from January 1 next preceding the Termination date up to and including the Termination Date.
- (g) "Occupant" means any person, corporation or other entity which occupies any portion of, or conducts any business in, the Property, whether as a tenant, licensee, concessionaire or fee owner provided, however, that Landlord shall not be deemed to be an "Occupant" except to the extent, if any, that Landlord is then conducting a retail business with the general public in the Property.
- (h) "Property" means the land and buildings comprising the property at 5 Drapeau Street in Biddeford, Maine, plus or minus, as the case may be, any other parcels of land at any time designated by Landlord to be added thereto or removed therefrom, as the case may be, which are used for the Property or related purposes, together with all present or future buildings thereon and all easements across adjoining parcels of land. Landlord hereby reserves the right, at any time, to make alterations or additions to the Property, to construct additional stories on the Property in which the Demised Premises are located, to construct adjoining buildings and separate buildings, to enlarge the Property, and to make any other alterations therein provided that such alterations or additions do not interfere with Tenant's use of the Property, Tenant's pro-rata share is adjusted accordingly, and such alterations or additions do not decrease the ratio of parking spaces to Gross Leasable Areas for the Property.
- (i) "Real Estate Taxes" means all taxes and assessments, special or otherwise, assessed upon or with respect to the ownership and/or all other taxable interest in the Property imposed by federal, state or local governmental authority having jurisdiction of the Property. In the event that any governmental authority having jurisdiction over the Property imposes a tax or assessment of any kind or nature upon, against, or measured by the rentals payable by tenants in the Property to the Landlord, or with respect to the ownership of the land and buildings comprising the Property, by way of substitution for all or part of the present ad valorem real estate taxes, or in addition thereto, then such tax and/or assessment shall be included in Real Estate Taxes.
- (j) "Tenant's Prorata Share" means that fraction the numerator of which is the Gross Leasable Area of the Demised Premises as set forth in Section 1.01(a) and the denominator of which is the aggregate of the Gross Leasable Areas of the Property, including the Demised Premises.

ARTICLE XVII DEFAULTS AND REMEDIES

17.01 Defaults; Remedies.

- (a) The following events shall be considered to constitute a default under this lease:

(i) default in the payment of any Rent, Additional Rent, or any other sum or charge due to Landlord, or any other party, under this lease, if such default continues for ten (10) days after notice of such default is given to Tenant in the manner provided in Section 20.09;

(ii) default in the full, faithful and punctual performance of any other covenant, agreement, or provision of this Lease, if such default continues for thirty (30) days after notice of such default is given to Tenant in the manner provided in Section 20.09, provided that Tenant shall have such additional time as is reasonably required if such default cannot be cured within thirty (30) days;

(iii) making an assignment for the benefit of creditors, filing a voluntary petition in bankruptcy, being adjudicated a bankrupt by any court, taking the benefit of any bankruptcy or insolvency statute, being dissolved, or if a receiver or trustee of Tenant and/or its property shall be appointed;

(iv) causing any interest of Tenant in this lease to pass to any other party other than Tenant, except as is otherwise provided for or permitted by this Lease, without the written consent of Landlord, or to any trustees or receiver or assignee for the benefit of creditors or by operation of law or otherwise;

- (b) In the event of any such default enumerated in this Section 17.01, Landlord shall have the right, at its option, without any further demand or notice, to reenter the Demised Premises, and evict all occupants therefrom, remove the property of Tenant and any other Occupant, and store all such property in a public warehouse or elsewhere at the cost, and for the account of Tenant or any other Occupant, and either:

(i) declare the Term to be at an end on a day designated by Landlord (which shall be not less than five (5) days after notice to Tenant of such declaration) in which event the Term shall expire on the day so designated and Tenant shall immediately pay Landlord, as liquidated damages, a sum equal to the amount, if any, by which the then cash value of the total Rent and other charges that Tenant would have been required to pay under the provisions of this lease for the period which otherwise would have been the balance of the Term, exceeds the then cash value of the fair and reasonable rental value of the Demised Premises for the same period; or

(ii) without declaring the Term to be at an end, relet the Demised Premises, or any part thereof, as the agent and for the account of Tenant, upon such terms and conditions as Landlord may deem advisable. In such event the rents (and other money) received from such re-letting, less all costs including the cost of necessary renovations of the Demised Premises, reasonable attorney's fees and disbursements, and any real estate commissions actually paid, shall be applied toward the Rent and all costs, charges, and expenses due to Landlord hereunder. If a sufficient sum shall not be thus realized to pay the total of all amounts due, Tenant shall pay Landlord any deficiency monthly, and Landlord may bring action(s) therefore as such monthly deficiencies shall arise.

- (c) For purposes of this Section 17.01, the "fair and reasonable rental value of the Demised Premises" shall be determined on the basis of a tenant paying not only a return to Landlord for the use and occupancy of the Demised Premises, but also other moneys, costs, charges and expenses as are required to be paid by Tenant under the terms of this lease. The term "then cash value" means the amount in question discounted at the rate of four percent (4%) per annum to present worth.

17.02 Cure by Landlord. In the event of any default of this lease by Tenant, Landlord may (but shall not be obligated to) at any time, after five (5) days written notice to Tenant, except in emergency situations (for which no notice shall be required), cure such default for the account, and at the expense, of Tenant. If landlord at any time so elects or is compelled by any other person to cure such default, or is compelled to incur any other expense arising out of such default by Tenant (including reasonable attorneys' fees and disbursements in instituting, prosecuting or defending any suits, actions or proceedings to enforce landlord's rights under the provisions of this Lease), the sums

so paid by Landlord, with all interest, costs and damages, shall be paid by Tenant to Landlord as Additional Rent within five (5) days following written demand.

17.03 Non-Exclusive Remedies; Re-Entry. Any remedies specifically provided for in this lease are in addition to, and not exclusive of, any other remedy available to Landlord. If Tenant breaches any of its covenants, agreements, terms or conditions contained in this lease, Landlord, in addition to any and all other rights, shall be entitled to enjoin such breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise for such breach as though re-entry, summary proceedings, and other remedies were not provided for in this lease. Any re-entry by Landlord shall be allowed by Tenant without interference or hindrance and Landlord shall not be liable for damages for any such re-entry nor guilty of any trespass. Any re-entry or taking possession of the Demised Premises by Landlord shall not be construed as an election on Landlord's part to terminate this lease unless a notice of such termination intention is given to Tenant or unless the termination of this lease is decreed by a court of competent jurisdiction.

ARTICLE XVIII SURRENDER OF DEMISED PREMISES

18.01 Condition of Demised Premises. On the last day of the Term, or upon termination of this lease prior thereto as herein provided, Tenant shall quit and surrender the Demised Premises, broom clean, in as good order, condition, and repair as at the beginning of the Term, reasonable wear and tear and Landlord's obligations excepted, and excepting any damage which results from casualty or condemnation together with all alterations, additions, improvements, and fixtures which may have been made, on or to the Demised Premises. Subject to the provisions of Section 18.02 hereof, on or before the end of the Term, Tenant shall remove from the Demised Premises all of its property, including furniture, equipment, inventory, products, by-products or residue of Tenant's operations, waste and debris; and Tenant shall remove all alterations, additions, improvements and fixtures installed by Tenant or at Tenant's expense, the removal of which is requested by Landlord. Any or all of such property not so removed shall, at Landlord's option, become the exclusive property of Landlord or be disposed of by Landlord at Tenant's cost and expense, without further notice to, or demand upon, Tenant.

18.02 Failure to Surrender. If the Demised Premises are not surrendered to Landlord at the end of the Term, or upon the termination of this lease prior thereto as herein provided, Tenant shall indemnify Landlord against all loss or liability resulting from delay by Tenant in so surrendering the Demised Premises, including without limitation, any claims founded on such delay made by any succeeding occupant of the Demised Premises or any part thereof. Tenant shall be liable to Landlord for legal fees, costs, and expenses incurred by Landlord to obtain possession of the Demised Premises and for any claim made by any succeeding Occupants based upon such delay. Tenant's obligation under this Article XVIII shall survive the expiration or sooner termination of the Term.

ARTICLE XIX SUBORDINATION, ATTORNMEN, AND RECOGNITION

19.01 Mortgages; Underlying Leases. This lease, at the option of Landlord (by notice sent to Tenant) shall be subject and subordinate to all ground or underlying leases or subleases that include the Demised Premises, including, without limitation, a sale leaseback lease to which landlord is, or may become a party as a tenant or subtenant thereunder, and to all mortgages, in all amounts and all advances thereon, which may now or hereafter constitute a lien on the Demised Premises, and to all renewals, replacements, modifications, consolidations and extensions of any thereof, providing that Tenant receives an executed and acknowledged Non-Disturbance Agreement from the mortgagee or ground lessor in form and substance reasonably acceptable to Tenant.

19.02 Instruments and Certificates of Subordination. If Landlord requests confirmation of the subordination provided for in Section 19.01, Tenant shall, without charge, promptly execute and deliver to Landlord any certificate or instrument which landlord may at any time request in connection therewith, provided that such lessor mortgagee agrees to honor Tenant's rights herein. Any such certificate or instrument may, at the option of such lessor or mortgagee, contain the provisions set forth in Section 19.03 and/or 19.04 hereof. Upon request and without charge, Tenant shall promptly execute and deliver to the holder of any mortgage that liens the Demised

Premises and/or to any lessor under a ground lease or underlying lease that includes the Demised Premises, an instrument acknowledging any assignment by Landlord of landlord's rights under this lease to any such holder or lessor in connection with such mortgage and/or such ground or underlying lease.

19.03 Attornment to Mortgagee. At the request of the holder (or successor in interest) of any mortgage and/or of a lessor's interest in any ground or underlying lease, Tenant shall attorn to, and recognize as Tenant's landlord hereunder, such holder or successor. Upon such attornment, this lease shall continue in full force and effect as a direct lease between Tenant and such holder or successor except that such holder or successor shall not be:

(a) bound by any previous modification of this lease not expressly provided for herein unless such modification shall have been expressly approved in writing by such holder or successor; or

(b) bound by any previous prepayment of Rent for a period of greater than one (1) month in advance (exclusive of any Security Deposit) unless such prepayment shall have been expressly approved in writing by such holder or successor.

Landlord affirmatively represents that there are no offsets which have previously accrued to Tenant as of the date of signing this Lease and that it shall promptly report any offsets, in writing, to any such holder during the course of this lease. Landlord also agrees to promptly report to any such holder any act or omission not contemplated by the express terms of this Lease.

19.04 Attornment to Owner of Demised Premises. If at any time during the Term, Landlord shall be the holder of a leasehold estate covering premises which include the Demised Premises, and if such leasehold estate shall terminate or be terminated for any reason, Tenant agrees, at the election and upon demand of any owner of such premises which include the Demised Premises, to attorn from time to time, to any such owner, upon the terms and conditions set forth herein for the remainder of the Term. The foregoing provision shall inure to the benefit of any such owner, and shall be self-operative upon any such demand, without requiring any further instrument to give effect to said provisions. Tenant, however, upon demand of any such owner, agrees to execute from time to time, an instrument confirming the foregoing provisions, reasonably satisfactory to such owner, in which Tenant shall acknowledge such attornment and shall set forth the terms and conditions of its tenancy which shall be the same as those set forth herein and same shall apply for the remainder of the Term. Nothing contained in this Section 19.04 shall be construed to impair any, right, privilege or option of any such owner.

19.05 Mortgagee's Rights to Cure. Upon request of Landlord, Tenant shall give prompt written notice to any Mortgagee of any default of Landlord under this lease, and Tenant shall allow such mortgagee a reasonable length of time (in any event, not less than thirty (30) days from the date of such notice) in which to cure any such default.

19.06 Mortgage; Mortgagee. The term "mortgage" as used in this lease will include a mortgage, a deed of trust, a deed to secure debt and any other conveyance or agreement for security purposes, which may now or hereafter affect the real property and/or the improvements thereto of which the Demised Premises form a part. The term "mortgagee" and/or "holder of a mortgage" as used in this lease shall include the holder of or the beneficiary under, as the case may be, a mortgage, deed of trust, deed to secure debt or any other conveyance or agreement for security purposes, which may now or hereafter affect the real property and/or the improvements thereto of which the Demised Premises form a part.

ARTICLE XX GENERAL PROVISIONS

20.01 Quiet Enjoyment of Demised Premises. Landlord covenants that it has full right, power and authority to make this lease and that Tenant, on paying the Rent and observing, performing and keeping all of the obligations, covenants, agreements, conditions and provisions of this lease, shall lawfully, peaceably and quietly have, hold and enjoy the Demised Premises during the Term without hindrance, ejection or molestation by any persons lawfully claiming under Landlord, subject to all of the terms and provisions of this lease.

20.02 Landlord/Tenant Relationship. Neither party hereto shall be deemed in any way, for any purpose, to have become by the execution of this lease, a partner or joint venture of the other party in its business or otherwise.

20.03 Choice of Law. This lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine.

20.04 Holding Over. If Tenant shall remain in possession of the Demised Premises after the end of the Term without the execution of a new lease and in the absence of written notice to quit given by Landlord, Tenant shall be deemed to be occupying the Demised Premises as a tenant from month to month, subject to all of the other provisions, conditions and obligations of this lease, except that the monthly fixed minimum rent during the holding over period will be 200% of the monthly rent payable immediately prior to the end of the Term. During any such period of holding over, this lease may be terminated by either party upon 30 days' written notice to the other party.

20.05 Right of Entry. Landlord and its designees shall have the right to enter the Demised Premises during reasonable business hours upon reasonable notice (and in emergencies at all times), for any purpose connected with Landlord's right or obligations under this lease or for any other lawful purpose.

20.06 Successors and Assigns. The terms and provisions of this lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective successors, assigns, heirs, administrators, executors and representatives. Nothing in this Section 20.06 shall be deemed to authorize or permit any assignment or other transfer of the interest of Tenant in violation of any other provisions of this lease, but any person or entity occupying the Demised Premises, or any portion thereof, as a result of such assignment or transfer in violation of the provisions of this lease, shall be bound by all of the obligation of Tenant hereunder, but shall not be entitled to any of the benefits of Tenant hereunder.

20.07 Estoppel Certificates. At any time within ten (10) days after request by Landlord, and without charge, Tenant shall execute, acknowledge and deliver to Landlord, or to Landlord's designee, a statement in writing stating:

- (a) that this lease is unmodified and in full force and effect or, if there have been modifications, that the same is in full force and effect with such modifications;
- (b) the Commencement Date and Termination Date;
- (c) that all conditions to be performed by landlord under this lease have been performed, or stating those claimed by Tenant not to have been performed;
- (d) that there are no defenses or offsets against Landlord, or stating those claimed by Tenant;
- (e) the obligation for the payment of Fixed Minimum Rent has commenced and the date to which Fixed Minimum Rent and other charges have been paid in advance, if any; and
- (f) such other matters requested by Landlord relating to this lease.

20.08 Brokerage. Tenant represents and warrants that it has not had any dealings with any realtor or broker in connection with negotiation of this lease other than the Broker, if any, set forth in Section 1.01(j) hereof, and agrees to pay and hold Landlord harmless from any cost, expense or liability for any compensation, commission or charges claimed by any other realtors or brokers with respect to this lease or the negotiation hereof.

20.09 Notices. All notices, demands, requests, approvals, authorizations, offers, or agreements hereunder by either party to the other shall be deemed to be given to the other party for the purposes of this lease only if in writing and sent either by a national overnight courier, or by certified mail, return receipt requested, postage prepaid and addressed to the recipient at the address appearing on the first page of this lease, or such other

address as either party shall designate by notice from time to time. If so served or sent, any such matter sent by a national overnight courier shall be deemed given for all purposes hereunder on the first business day occurring after the date on which it was sent, and any such matter sent by certified mail shall be deemed given for all purposes hereunder ten (10) days after depositing same at a Postal Office. Alternatively, notice may be served in person, but shall be effective only upon receipt. All notices to Tenant shall be delivered to 301 Edgewater Place, Suite 301, Wakefield, MA 01880, or to such other address as Tenant shall hereafter designate by written notice to Landlord.

20.10 Joint and Several Liability. If at any time the term "Tenant" shall include more than one person or entity, or shall be a partnership, the obligations hereunder of all such persons and/or entities shall be joint and several.

20.11 Waivers. The failure of Landlord or Tenant to insist in any one or more cases upon the performance of any of the provisions, covenants, agreements, or conditions of this lease, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such provisions, covenant, agreement, condition or option. Receipt by Landlord of Rent, of any other payment, or the acceptance by Landlord or Tenant or performance of anything required to be performed by Landlord or Tenant, with or without knowledge of the breach of a covenant, shall not be deemed a waiver of such breach. No waiver of any provision, covenant, agreement or condition of this lease shall be deemed to have been made unless expressed in writing and signed by the party against whom such waiver is charged.

20.12 Amendments. This lease may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any change, modification or discharge is sought.

20.13 Redemption. Tenant hereby waives any and all rights of redemption granted by or under any present or future laws in the event that Tenant is evicted for cause or in the event of landlord obtaining possession of the Demised Premises by reason of the violation by Tenant of any of the provision or conditions of this lease, or otherwise.

20.14 Captions and Headings. As used in this lease, and when required by the context, each number (singular or plural) shall include all numbers, and each gender shall include all genders. The captions and headings throughout this lease are for convenience or reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify or add to the interpretation, construction, or meaning of any provision of or the scope or intent of this lease, nor in any way affect this lease. The term "person" as used herein means person, firm, association, or corporation, as the case may be.

20.15 Entire Agreement. There are no oral agreements between the parties hereto affecting this lease, and this lease supersedes and cancels any and all previous negotiations, arrangements, agreements or leases between the parties with respect to the Demised Premises, and none thereof shall be used to interpret or construct this lease.

20.16 Recording of Lease. Tenant shall not record this lease without the written consent of Landlord. However, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this lease for the purpose of recording and either party may record same at the sole cost and expense of the party so recording. Said memorandum shall describe the parties, the Demised Premises, the Term of this lease, any special provisions, and shall incorporate this lease by reference, but shall not include provisions relating to Rent unless requested by Landlord.

20.17 Notices to Mortgagees. After receiving notice from any person, firm, or other entity that it holds a mortgage which includes the Demised Premises as part of the mortgaged premises, or that it is the lessor under a ground or underlying lease which includes the Demised Premises, and that such mortgage or ground lease is in default, no notice from Tenant to landlord shall be effective unless and until a copy of the same is given to the holder of such mortgage or to such lessor in accordance with Section 20.09 hereof. The curing of any of Landlord's defaults by such mortgagee or lessor, shall be treated as performance by Landlord.

20.18 Assignment of Rents. In the event that Landlord assigns Landlord's interest in this lease, or the rents payable hereunder, to the holder of a mortgage, or to a lessor under a ground or underlying lease on the property which includes the Demised Premises, Tenant agrees:

- (a) that the execution thereof by Landlord, and the acceptance thereof by such holder or lessor shall never be treated as any assumption by such holder or lessor of any of the obligations of Landlord, unless such holder or lessor shall, by notice to Tenant, specifically otherwise elect; and
- (b) that except as aforesaid, such holder or lessor shall be treated as having assumed Landlord's obligations hereunder only upon the foreclosure of such holder's mortgage and the taking of possession of the Demised Premises, or, in the case of a ground or underlying lessor, the assumption of landlord's position hereunder by such lessor.

20.19 Inability to Perform. If Landlord or Tenant is delayed or prevented from performing any of its obligations under this lease by reason of acts of God, or any cause whatsoever beyond Landlord's or Tenant's reasonable control, the period of such delay or such prevention shall be deemed added to the time herein provided for the performance of any such obligation by Landlord or Tenant.

20.20 Corporate Tenant. If Tenant is a corporation, the person(s) executing this lease on behalf of Tenant hereby covenant and warrant that: Tenant is a duly formed corporation qualified to do business in the state in which the Property is located and such persons are duly authorized by such corporation to execute and deliver this Lease on behalf of the corporation.

20.21 Severability. If any term or provision of this lease, or any portion of a term or provision hereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision or portion hereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease and each portion thereof shall be valid and be enforced to the fullest extent permitted by law. In the event of such invalidity or unenforceability by reason of the laws of the state of Maine, or otherwise, then at Landlord's option, such invalid or unenforceable provisions of this lease shall be deemed ipso facto to be superseded and replaced herein by the applicable provisions of law relating to the subject matter covered by any such invalid or unenforceable provisions of this lease with the same force and effect as though such applicable provisions of law were originally set forth herein. It is the intention of the parties hereto that if any term or provision of this lease is capable of two constructions, one of which would render the term or provision void under applicable law and the other of which would render the term or provision valid under applicable law, then such term or provision shall have the meaning which renders it valid.

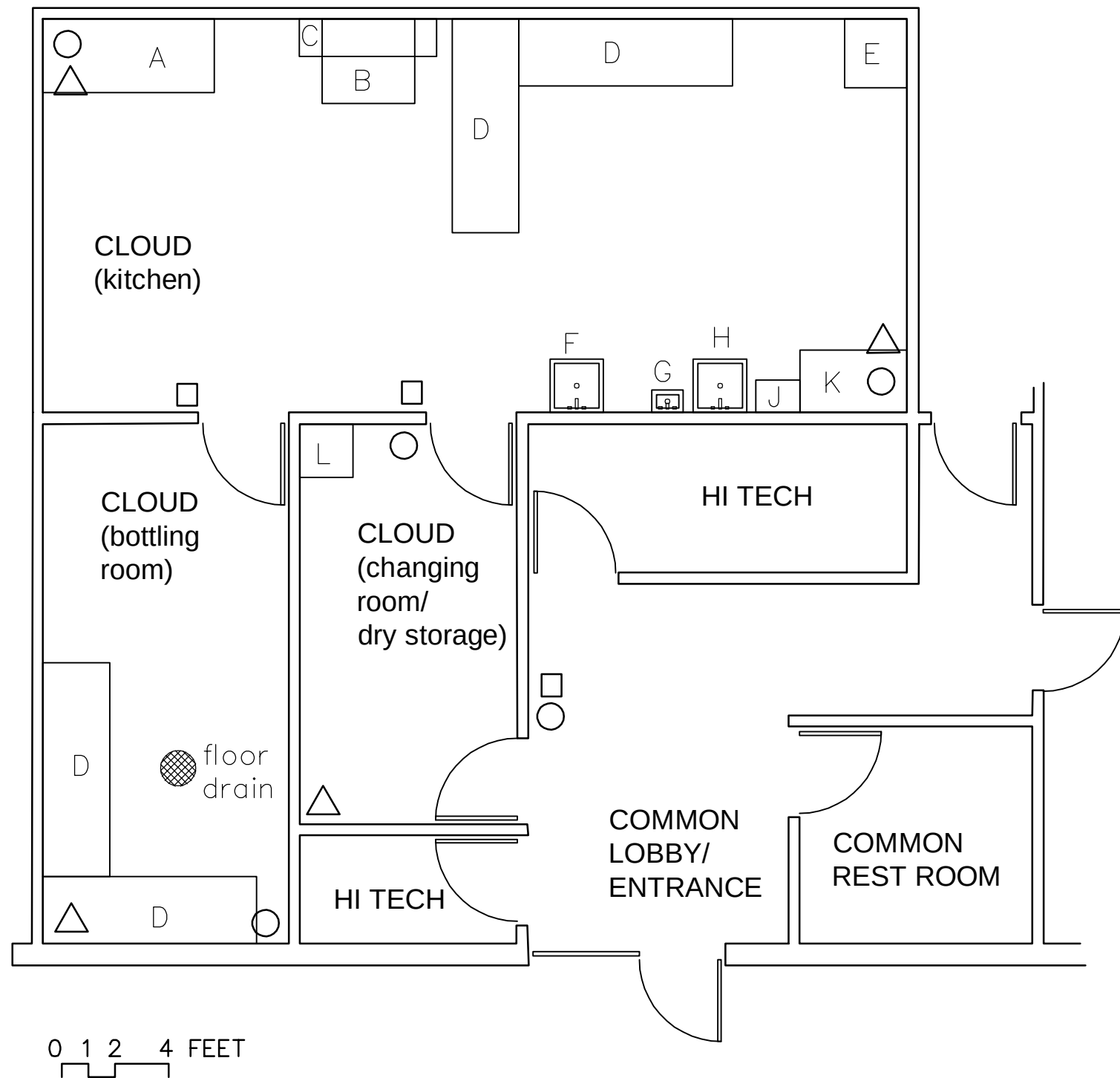
IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

Landlord: GO Development, LLC

_____	By: _____	_____
Witness	Paul Gelardi Managing Member	Date

Tenant: Cloud Manufacturing Holdings, LLC

_____	By: _____	_____
Witness		Date

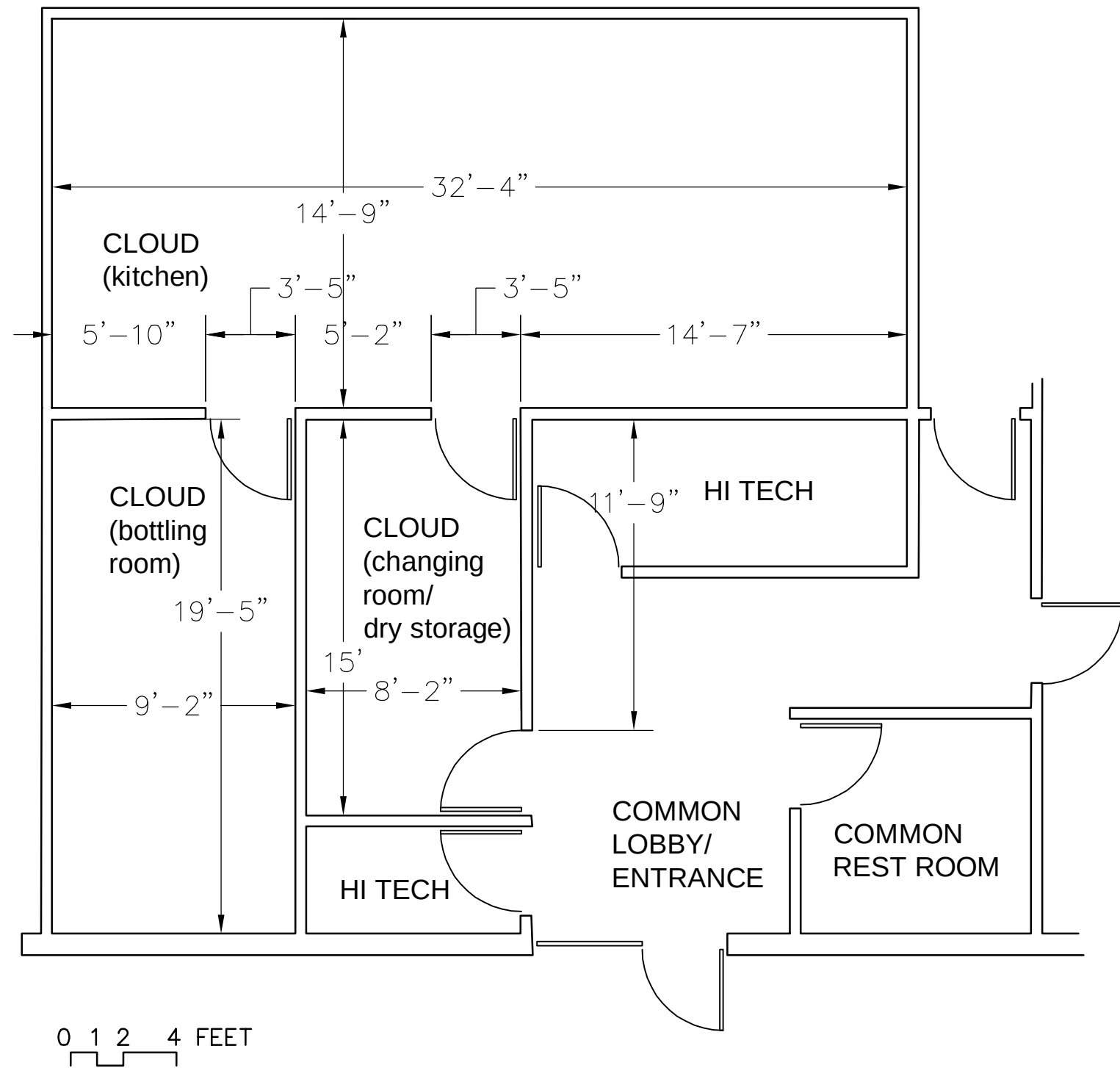


SECURITY KEY

- BIOMETRIC LOCK
- △ CAMERA
- MOTION DETECTOR

FURNITURE KEY

- A REACH-IN FREEZER (77" X 33")
- B OVEN (FUTURE) (38"W X 41.5"D)
- C OVEN HOOD (FUTURE)
- D STAINLESS STEEL TABLE (96" X 30")
- E REACH-IN REFRIGERATOR (28" X 31")
- F UTILITY SINK 24" X 24")
- G HAND WASH SINK (14" X 10")
- H FOOD PREP SINK (24" X 24")
- J GREASE TRAP (14.5" X 20")
- K SOIL TABLE/ DISHWASHER (48" X 28")
- L AIR COMPRESSOR



Odor Management Plan

FACILITY ODOR EMISSIONS INFORMATION

Cloud Manufacturing Holdings LLC is a Marijuana Products Manufacturing company as defined by the City of Biddeford Code of Ordinances Part III (Land Development Regulations), Article II (Definitions), Section 2 (Definitions). CMH LLC **does not** perform marijuana cultivation, extraction, or testing.

A. Facility Floor Plan

1. The Facility Floor Plan is attached as Appendix 1 to the Odor Management Plan
2. The overall foot print of Cloud Manufacturing Holdings LLC is approximately 775 square feet
3. Doors and an Air filtration system are clearly marked on the floor plan.

B. Specific Odor-Emitting Activity

1. Odor-emitting activities will be limited to the room labeled "Kitchen".
2. Odors will be generated from the use of kitchen equipment to heat and mix ingredients in the manufacture of edible candies.
3. The storage and transfers of raw material and finished products, in and out of the facility, will be in air-tight containers and packaging. Materials will be stored in locked storage containers and monitored by security systems, including cameras.

C. Phases (Timing, Length, etc.) of Odor-Emitting Activities

1. Odor emitting activities may be performed at various times throughout operating hours at the facility and last from 15-90 minutes at a time.

ODOR MITIGATION PRACTICES

(All based on industry-specific best control technologies and best management practices)

Administrative and Engineering Controls

A. Administrative Controls

1. Procedural activities

- a. Odor-Emitting Activities are limited to the kitchen.
- b. Doors must be closed at all times.

2. Staff training procedures

Odor Management Plan

- a. Initial Staff Training and an annual attestation will be led by Dean Baltulonis, Facility Manager.
- b. Successful completion of all CMH LLC training is an employment requirements
- c. Training will include:
 - i. Proper use of kitchen equipment;
 - ii. Proper Storage of Materials;
 - iii. Proper operation and normal maintenance of air filtration system.

3. Recordkeeping systems and forms

- a. Training Certificates and signed annual attestation forms will be stored by hard copy and electronic copy.

B. Engineering Controls

1. Components of engineering controls

A state of the art air filtration system will be installed.

- i. **System design**

CMH LLC has identified Matrix Air CeilingMount2000 air filtration system to be installed in the kitchen area, as noted on the floor plan. The specifications are attached as Appendix 2 to the odor management plan. (Item M on Floor Plan)

- ii. **Operational processes**

The air filtration system is designed and required to run at all times.

- iii. **Maintenance plan**

The maintenance plan will be carried out in conjunction with the manufacturer's best practices as outlined in the specifications of the air filtration unit in Appendix 2.

2. Evidence that engineering controls are sufficient to effectively mitigate odors for all odor sources

- i. The Air filtration unit is sufficient to mitigate all odors given the size of the facility and odor emitting activities being performed in the space. See Appendix 2 specifications of the air filtration unit.

Odor Management Plan

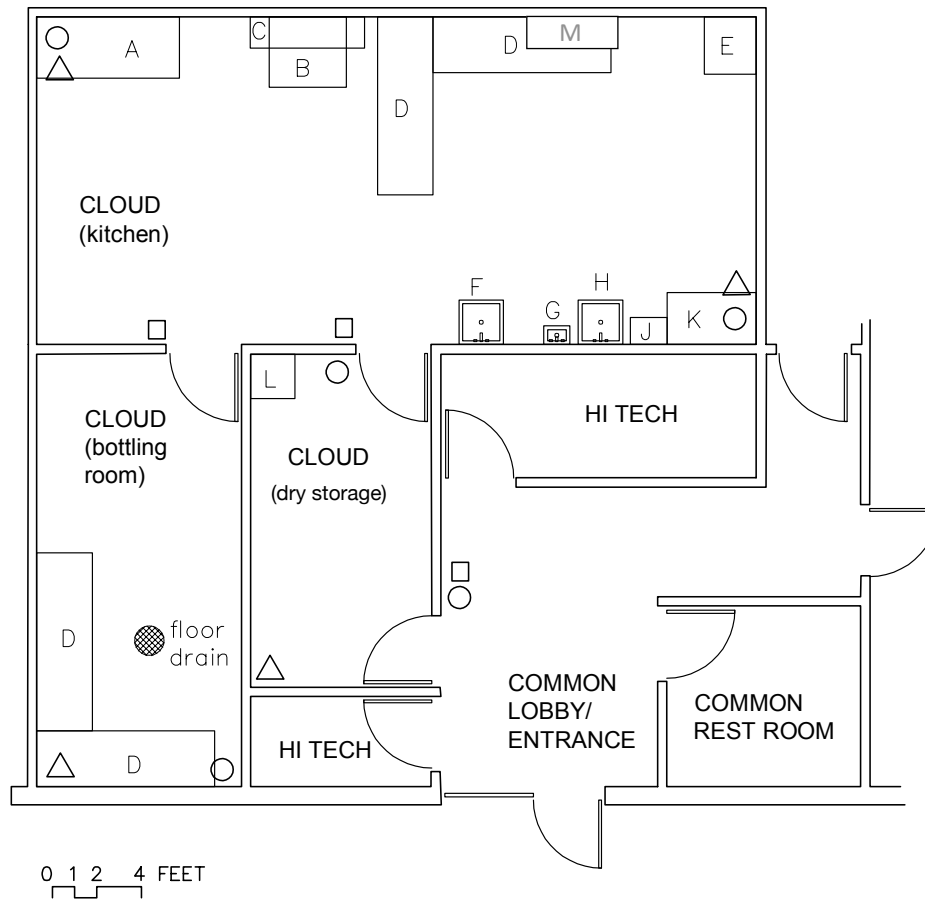
C. Complaint tracking system

1. Complaints will be logged manually and entered into a database electronically.
 - a. Dean Baltulonis, Facility Manager will be responsible for responding to and addressing complaints.
 - b. The following information will be recorded
 - i. Date
 - ii. Name
 - iii. Complaint Reason
 - iv. Employee who fielded the complaint
 - v. Employee assigned to investigate the complaint, if other than Facility Manager
 - vi. Responsive Documents
 - vii. Resolution
 - viii. Date of Resolution

Odor Management Plan

Appendix 1 Floor Plan

APPENDIX 1 - FLOOR PLAN



SECURITY KEY

- BIOMETRIC LOCK
- Δ CAMERA
- MOTION DETECTOR

FURNITURE KEY

- A REACH-IN FREEZER (77" X 33")
- B OVEN (FUTURE) (38"W X 41.5"D)
- C OVEN HOOD (FUTURE)
- D STAINLESS STEEL TABLE (96" X 30")
- E REACH-IN REFRIGERATOR (28" X 31")
- F UTILITY SINK 24" X 24"
- G HAND WASH SINK (14" X 10")
- H FOOD PREP SINK (24" X 24")
- J GREASE TRAP (14.5" X 20")
- K SOIL TABLE/ DISHWASHER (48" X 28")
- L AIR COMPRESSOR
- M CEILING MOUNT AIR FILTRATION SYSTEM

Odor Management Plan

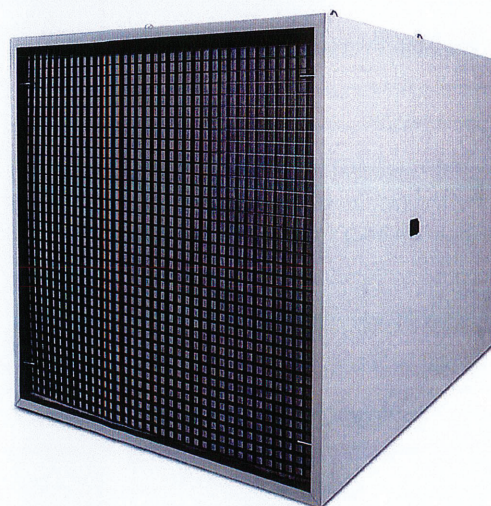
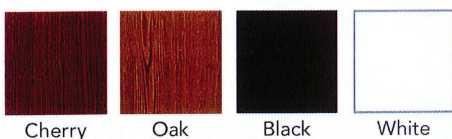
Appendix 2 Air Filtration System

CeilingMount2000

Commercial Air Purification System

Designed for large, open spaces, like nightclubs, bars and smoking lounges, the CeilingMount2000 filters out heavily contaminated areas, fast! The CeilingMount2000 is powerful, versatile, and surprisingly efficient to operate and maintain.

- Top performing unit for large spaces with 10-12 ft. ceilings
- Easy mounting for ceiling installation



**Replacement product for Mark20*

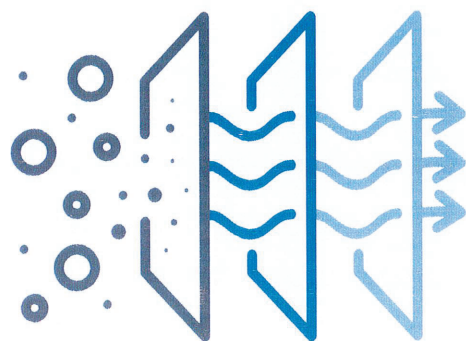
Dimensions	Electrical	Weight	CFM	Finish	Installation	Speeds
35.375"l x 25"w x 25.0625"h	9 A, 120 V, 8 ft. power cord, 3 prong grounded plug	167 lbs.	1650 CFM	Black, White, Oak, Cherry	Ceiling mount	Dual speed

TRIPLE FILTERING SYSTEM

Clean, safe, quiet.

Removes smoke, dust, mold spores, dust mites, viruses, pollen, chemicals, odors and more.

MatrixAir's three-phase approach to indoor air filtration may represent the ultimate in purification technology—environmentally safe, maintenance friendly, highly effective and in terms of design, simple in the extreme. The three-phase filter is at the heart of every MatrixAir system. A safe, flexible and highly effective approach to cleaner indoor air.



Phase 1 — Polyester Pre-filter

First line of defense. This filter removes larger particles such as lint, hair, dust and pollen.

Phase 2 — Activated Carbon Filter

The 'chemical' filter. This filter eliminates gases and odors by trapping and absorbing their molecules.

Phase 3 — HEPA Filter

Removes micro-particles such as smoke, dust mites, spores, mold, spray paint, ashes, even most viruses!

GROW ROOM ODOR CONTROL

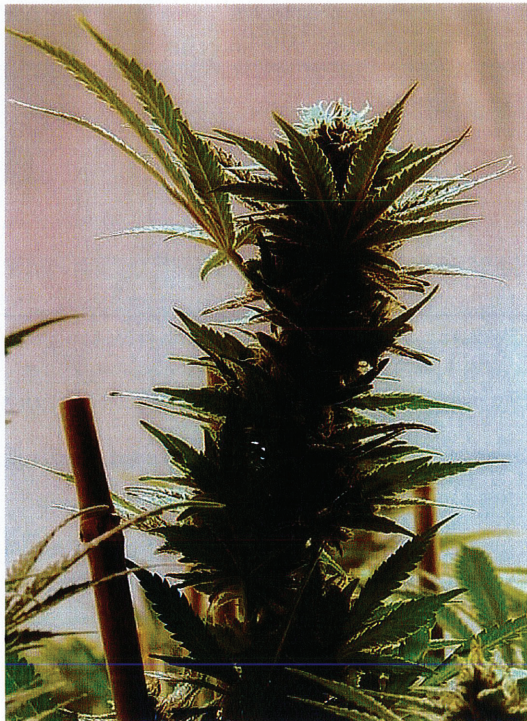
Whether you're growing fruits, vegetables, herbs, or cannabis - odors are inevitable.

It's important to understand the impact that your plants have on the surrounding environment to avoid complaints and potential growing complications such as theft and security risks.

It's recommended that cannabis cultivation facilities incorporate and maintain odor control measures to ensure that cannabis odors cannot be detected from outside of the business establishment.

Fruits such as strawberries are lighter in scent while the smell of basil is relatively strong and cannabis odors are known for being overpowering. By the way, the potent smell of cannabis is due to terpenes, oil-producing compounds that play a major role in psychotropic effects via complex interactions with cannabinoids.

With grow room odor control, you're not only protecting yourself from aroma-related issues but are also preventing insect and pest infestation.



For growers dealing with strongly scented plants, there are a number of things you can do to control grow room odor.

1. Carbon Air Filters

Activated carbon filtration systems have been proven to be an effective way to reduce cannabis malodors for indoor cannabis facilities.

Generally speaking, growers use a canister carbon filter with a mounted inline fan to control odors. The issue with canister carbon filters is that the pores in the carbon filter fill up so quickly with dust and the other particulate that growers have to frequently (every 2-3 months) change the filters to ensure odors don't escape.

However, there are grow room air filtration systems that are equipped with a HEPA pre-filter and a shortened bag filter to make room for more activated carbon (up to 80lbs).

HEPA pre-filters remove 99.97% of particulate down to .3 micron meaning they catch all of the particulate and dust before it reaches the carbon filter resulting in maximum odor control for a longer period of time.

It is suggested that these units run 24 hours a day and growers can expect to change filters every 6 months - 1 year giving them 50% more filter life when compared to canister carbon filters.

