

City of Biddeford
Planning Board
February 07, 2024 6:00 PM City Hall
Council Chambers, & Zoom
<https://biddeford.zoom.us/j/91621088534?pwd=Tk5yRGtlblZ0eHEzTElSdGhKb3VuQT09>

Webinar ID 916 2108 8534; Passcode 276637

**STATUS: PLANNING BOARD MEETING, WEDNESDAY, FEBRUARY 7, 2024, 6:00 PM,
CITY COUNCIL CHAMBERS & ZOOM**

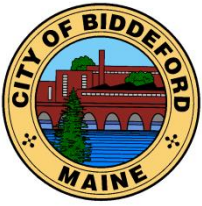
- 1. PLEDGE OF ALLEGIANCE**
- 2. DECLARATION OF QUORUM/VOTING MEMBERS**
- 3. ADJUSTMENTS TO THE AGENDA**
- 4. PLANNER'S BUSINESS**
- 5. CONSENT AGENDA**
 - 5.A. Approval of Meeting Minutes from January 17, 2024
[1-17-24-Meeting Minutes-DRAFT.pdf](#)
- 6. UNFINISHED BUSINESS**
- 7. NEW BUSINESS**
 - 7.A. 2024.08 The Biddeford Planning Board will hold a public meeting to review and discuss of a Conditional Use Permit request for Blossom, LLC to open an adult-use cannabis retail store at 45 Boulder Way (Map 2, Lot 56) in the I-3 zone.

[2024.08 Blossom Cannabis adult use FOF - COA DCMG 1-31-24.pdf](#)
[2024.08 Blossom, LLC Staff Report.pdf](#)
[1-23-24 Application for Adult Use.pdf](#)
[Old Docs from Medical Marijuana Application.pdf](#)
- 8. OTHER BUSINESS**
- 9. OPEN PUBLIC HEARING**
 - 9.A. 2024.05 Ordinance Amendment-FIRST READING Update Staff Review Committee Membership Composite
[Staff Review Committee Composition 1st reading DCMG PB Report 1-31-24.pdf](#)
[1-17-24 Email from Galbraith to Planning Board.pdf](#)
[Bennett Policy Memo to CC 6-20-23 IZ incentive.pdf](#)
 - 9.B. 2024.07 FIRST READING to amend V Attachment 2 Table B Dimensional Requirements to change the side setbacks in the MSRD-2 zone from 10' to 5'

[MSRD2 side and rear yard setback reduction PB MEMO 1-31-2024.pdf](#)
- 10. CLOSE PUBLIC HEARING**
- 11. 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

205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115

Planning Board Meeting Meeting Minutes

DRAFT

Date: January 17, 2024
Time: 6:00 PM
Location: Council Chambers & Zoom

1. Pledge of Allegiance
2. Declaration of Quorum/Voting Members
Quorum Present: Larry Patoine (Chair), Susan Deschambault, Roch Angers, Alexa Plotkin & Steve Beaudette
Staff Present: David Galbraith & Nan Whitten
Chair Patoine opened the meeting at 6:00 PM
3. Adjustments to the Agenda
10A will be #1 under new business
4. Planner's Business
 - Change of side setbacks from 10' to 5' in MSRD2 district will be brought forth at next meeting
4. A. 2024.05 Update Staff Review Committee Composition
 - Planning Board Member on SRC will be Public Hearing next meeting
 - George Gervais the new Planning & Economic Development Director was approved by the City Council last night and will start full time middle of February.
5. Consent Agenda
5. A. Approval of Meeting Minutes from 12-20-23 6:14 PM
Motion-Deschambault-To approve the Meeting Minutes from 12-20-23 as presented.
Second- Angers
Motion passed unanimously
6. Unfinished Business
7. New Business
7. A. 2024.03 A review and discussion of a Conditional Use Permit request for Stoner & Co to open an adult-use cannabis retail store at 419 Hill Street (Map 74, Lot 9) in the I-2 zone.
 - David Galbraith introduced the project
 - Morgan Stoner represented the application
 - No Public Comments
 - Patoine-Sign not in conformance? Not proposing any signage that in not in conformance.
 - All signage must comply with sign ordinance
 - Standards in ordinance must be updated

- Angers how many shops do we have, is there a maximum in our ordinance-no we have no standards of that nature yet

MOTIONS: Waiver for Full Site Plan Review

Motion-Plotkin-To waive Article XI, Full Site Plan Review.

Second-Deschambault

Motion passed 3-1 (Deschambault, Plotkin, Beaudette in favor, Angers against)

Motion-Plotkin-To approve the Conditional Use Permit and the Findings of Fact and Conclusions of Law for Morgan Stoner of Stoner and Company for a Medical Marijuana Growing Facility at 419 Hill Street (Tax Map 74, Lot 9) based on the conditions as provided in Staff's Report dated November 25, 2020.

Second-Deschambault

Motion passed 3-1 (Deschambault, Plotkin, Beaudette in favor, Angers against)

7. B. 2024.01 The Planning Board will review a Preliminary Site Plan Application submitted by Haley Ward Inc. on behalf of the Biddeford School Department to expand the Biddeford Primary School located at 320 Hill Street (Tax Map 82, Lot 32) in the R1A Zone. The expansion will include an 11,806 square foot addition that will provide additional elementary classrooms to the school. Other associated improvements will include an emergency access drive, a playground splash pad, and four to six additional parking spaces.

- Drew Olehowski of Haley Ward represented the application
- Jackie Garrity owns abutting property 12 Adeyfield Drive
- Galbraith answered Ms. Garrity's questions regarding water
- Leah Schaffer, Architect assisted with questions on playground space, baseball outfield may shrink a bit.
- Plotkin-new addition very nice but looks odd with teal school with red brick is not as good looking.
- Beaudette asked if cost effective details are the reason the building look so institutional. Different shades are being added to the outside of the structure to soften it a bit. Trying to keep a playful element without just tacking things in.
- Will the children still be let off in the same place? Yes the main office space will not be moved.

MOTIONS: N/A

8. Open Public Hearing

8. A. 2023.58 SECOND READING to review and possibly update Table A of the Table of Land Use Codes to include Bottle Clubs in MSRD-1, 2 & 3

- Not going into 2 & 3, MSRD 1 only
- No public comments

MOTIONS: 6:48 PM

Motion-Plotkin-To approve the proposed Amendments to Code of Ordinances, Part III: Land Development Regulations, Amendment to Table A "Table of Land Uses" allow bottle clubs within the MSRD1 zoning district, as a "Permitted Use" and forward a positive recommendation for Council adoption.

Second-Angers

Motion passed unanimously

8. Close Public Hearing

9. Other Business

10. A Election of Planning Board Vice Chair & Secretary for 2024

Vice President: Susan Deschambault

Motion- Angers-Nominate Susan Deschambault as Vice Chair

Second-Plotkin

Motion passed unanimously

Secretary: Plotkin

Motion-Angers-Nominate Alexa Plotkin as Secretary

Second-Plotkin

Motion passed unanimously

10. B 2021.42 WORKSHOP for the Planning Board Staff & Hidden Hills Team to come to agreement on sidewalks inside Hidden Hills and fees in lieu of sidewalks on South Street. Hidden Hills is an over 55 Manufactured Housing Park with 195 units proposed by South Street Village. The location of the parcel is 413 South Street, (Tax Map 7, Lot 8) in the SR1 & RF Zones with the MHP Overlay.

The purpose of a Workshop is for Board and applicant discussion, input from the general public is not permitted.

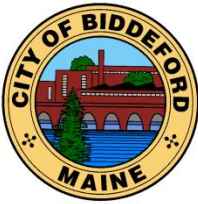
- Matthew Chamberlain represented the application
- The matter of the Hidden Hills Subdivision & sidewalk installation was discussed.
- There were no votes as this was only a workshop

Meeting adjourned at 7:21 PM

Planning Board Chair/Vice Chair

Date

These minutes are summary and are not intended to be verbatim. Archived meetings are viewable on the City's website: www.biddefordmaine.org.



CITY OF BIDDEFORD

Planning and Development Department

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Conditional Use Permit

Adult-use Retail Marijuana Store

Blossom Cannabis 45 Boulder Way, Biddeford, ME

Case # 2024.08

Pursuant to the provisions of the City of Biddeford Land Development Regulations, Article VI (Performance Standards), Section 77 – Marijuana Establishments, the Biddeford Planning Board has considered the application of Elizebeth Baldacci, CEO of Blossom Cannabis to convert their existing “marijuana caregiver retail store” into an “adult use marijuana retail store”, 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:

1. Project Data:

	<i>SUBJECT</i>	<i>DATA/INFORMATION</i>
1.	Applicant:	Blossom, LLC 22 Industrial Park Road Saco, ME 04072
2.	Owner of Property:	Biddeford Plaza, LLC c/o Raymond Mailhot 13 Rivers Edge Drive Kennebunk, ME 04043-7738
3.	Surveyor/Engineer:	Mark Senglemann Alpha Architects 55 Stroudwater Road Portland, ME 04102
4.	Project Location:	45 Boulder Way
5.	Project Tax Map #/Lot #:	2/56
6.	Existing Zoning:	I-3 – Adult-Use Retail Marijuana Facility is a Conditional Use
7.	Overlay Zoning:	None
8.	Existing Use:	Adult Medical Marijuana Manufacturing Facility
9.	Proposed Use:	Establishment of a new Aduse-Use Retail Marijuana Facility
10.	Approvals Required:	Conditional Use
11.	Uses in the Vicinity:	Commercial/Industrial
12.	Number of Lots/Units in Subdivision:	N/A
13.	Minimum Lot Size Required: Provided:	None 3.44 acres
14.	Frontage Required: Provided:	50’ 550’ +/-
15.	Front Setback Required: Provided:	40’ >40’
16.	Side Setbacks Required: Provided:	25’ >25’

FINDINGS OF FACT AND CONCLUSIONS OF LAW
Conditional Use Permit
Adult-use Retail Marijuana Store
Blossom Cannabis 45 Boulder Way, Biddeford, ME
Case # 2024.08

17.	Rear Setback Requires: Provided:	25' >25'
18.	Height Requirements: Provided:	60 feet or 6 stories. < 60 feet
19.	Water Supply:	Maine Water Company
20.	Sewerage Disposal:	City of Biddeford
21.	Solid Waste Disposal:	Private Hauler
22.	Fire Protection:	City of Biddeford
23.	Floodplain Status:	Property is not within a NFIP Zone A or V floodzone
24.	Wetland/Surface Water Impacts:	None
25.	Soil Study Provided:	N/A
26.	Parking Spaces Required:	
27.	Parking Spaces Provided (total): # Handicapped Spaces:	
28.	Ownership of Road:	Boulder Way is a Public Road
29.	Impervious Surface Area:	0 SF Change
30.	Total Disturbed Area:	0 SF of previously undisturbed area.
31.	Estimated Site Development Costs:	N/A
35.	Financial Capacity Letter:	N/A – Internal Construction Only
36.	Waivers Requested/Needed:	a. Article XI, Full Site Plan Review as per Article XI, Section 9.B.2.
37.	Waivers Granted:	
38.	Variances Needed for Approval:	None.
39.	Other Permits Obtained:	N/A
40.	Other Non-City Permits Required:	None.
41.	Covenants, By-laws, Restrictions Required:	None
42.	LDR Attachment A: Fees Paid:	Yes
42.		
43.	Planning Board Review History: Conditional Use Permit	February 7, 2024

2. **Performance Standards:** The Board made the following conclusions in their review standards of Article VI (Performance Standards), Section 77 (Marijuana Establishments) states as follows:

- A. *Before submission of a conditional use application, the applicant must demonstrate his or her authorization to cultivate, process and store medical marijuana pursuant to the Maine Use of Medical Marijuana Program.*

FINDING: The Applicant has provided evidence that Elizabeth Baldacci is certified by the State of Maine for adult use sales.

FINDINGS OF FACT AND CONCLUSIONS OF LAW
Conditional Use Permit
Adult-use Retail Marijuana Store
Blossom Cannabis 45 Boulder Way, Biddeford, ME
Case # 2024.08

- B. *As an accessory use, medical marijuana home production shall be allowed in any qualifying patient's residence or any medical marijuana caregiver's primary year-round residence in every base zone and overlay zone, without any requirement for land use permitting.*

FINDING: N/A

- C. *No medical marijuana dispensary or medical marijuana growing facility shall be closer than 250 linear feet, measured in a straight line from the dispensary or facility building entrance, to the nearest point on the boundary of any property which is occupied by a licensed day-care facility, school, Town park, Town playground or church.*

FINDING: N/A - The proposal is not within 250 feet of any of the buffered land uses.

- D. *Before granting an approval, the Planning Board shall ensure the applicant has reviewed his or her property and building security plans with the Biddeford Police Department and the Police Department finds the security measures are consistent with state requirements.*

FINDING: The applicant has indicated that they have met with, and received approval from, the Biddeford Police Department regarding their security plan. Prior to the issuance of an Occupancy Permit the property shall have the security system operational to the satisfaction of the Biddeford Police Chief.

- E. *No signs containing the word "marijuana," or a graphic/image of any portion of a marijuana plant or otherwise identifying medical marijuana shall be erected, posted or in any way displayed on the outside of a medical marijuana dispensary or a medical marijuana growing facility. Interior advertisements, displays of merchandise or signs depicting the activities of a medical marijuana dispensary or a medical marijuana growing facility shall be screened to prevent public viewing from outside such facility.*

FINDING: The application indicates that no signage will be presented which is not in compliance with this standard.

- F. *No use shall emit offensive, harmful, or noxious odors beyond the property line.*

FINDING: See the recommended Conditions of Approval for Staff's recommended means of ensuring compliance with this standard.

- i. *The proposed use meets specific requirements set forth in this ordinance and would be in compliance with applicable state or federal laws;*

FINDING: Condition of Approval #2 (if approved) requires the applicant to obtain all applicable state and federal permits.

- ii. *The proposed use 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;*

FINDINGS OF FACT AND CONCLUSIONS OF LAW
Conditional Use Permit
Adult-use Retail Marijuana Store
Blossom Cannabis 45 Boulder Way, Biddeford, ME
Case # 2024.08

FINDING: The site is an existing developed site. As mentioned above, the Fire Department has asked that the FDC be provided on the Landry Street side of the building.

The Fire Department will also be involved in the Code Enforcement Department's consideration of building and occupancy permits.

FINDING: A letter has been requested of the applicant, provided by the Fire Department, indicating their review of the proposal.

- iii. *The proposed exterior lighting, where allowed, 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;*

FINDING: The applicant has provided a lighting plan and the location of the new lighting is in a discreet location with no known existing lighting issues.

- iv. *The provisions for buffers and on-site landscaping provide adequate protection to neighboring properties from detrimental or unsightly features of the development;*

FINDING: There is no development proposed by this project and the site is located in a business/industrial area.

- v. *The proposed use 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;*

FINDING: All activities are proposed within the existing building. Conditions of Approval include those for adequate odor control reinforcing the performance standards in the Ordinance.

- vi. *The 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;*

FINDING: Ample parking is provided on-site to meet the expected need.

- vii. *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;*

FINDING: Staff anticipates no issues with hazards to public safety or traffic congestion in this area. The building site was previously used for medical marijuana retail sales and the proposed adult use retail store is anticipated to have similar amount of traffic.

FINDINGS OF FACT AND CONCLUSIONS OF LAW
Conditional Use Permit
Adult-use Retail Marijuana Store
Blossom Cannabis 45 Boulder Way, Biddeford, ME
Case # 2024.08

- viii. *The proposed use would not have a significant, detrimental effect on the value of adjacent properties which could be avoided by reasonable modification of the proposal;*

FINDING: Adjacent parcels are industrial/commercial. The operation should not change in any way that may impact this standard negatively given the recommended Conditions of Approval and existing Performance Standards.

- ix. *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;*

FINDING: All activities will be conducted inside the building, the location is within the Biddeford Industrial Park.

- x. *The proposed use would be in compliance with Biddeford's Comprehensive Plan;*

FINDING: Although the Comprehensive Plan does not specifically address Medical Marijuana Growing Facilities, this type of use is specialized light industrial use which is permitted in the I-3 zone as per the Future Land Use Plan of the Comprehensive Plan.

- xi. *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;*

FINDING: There are no modifications to the site or the building's exterior proposed.

- xii. *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;*

FINDING: The property is not located in a flood zone.

- xiii. *Adequate provision has been made for disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;*

FINDING: The property was previously a medical marijuana retail store and the water demands are not expected to change.

- xiv. *Adequate provision has been made to control erosion or sedimentation;*

FINDING: There are no site improvements/disturbances proposed.

- xv. *Adequate provision has been made to handle stormwater runoff or other drainage problems on the site; and the proposed development will not unduly burden off-site surface water systems;*

FINDING: There are no site improvements/disturbances proposed that would affect existing stormwater.

FINDINGS OF FACT AND CONCLUSIONS OF LAW
Conditional Use Permit
Adult-use Retail Marijuana Store
Blossom Cannabis 45 Boulder Way, Biddeford, ME
Case # 2024.08

xvi. *The proposed water supply would meet the demands of the proposed use for fire protection purposes;*

FINDING: Maine Water Company serves this site and has provided an Ability to Serve letter.

xvii. *Adequate provision has been made for the transportation, storage, and disposal of hazardous substances and materials as defined by state law;*

FINDING: The applicant has not indicated there will be a presence of hazardous substances, and if there were, State Law must be adhered (Condition of Approval #2).

xviii. *The proposed use would not have an adverse impact on scenic vistas or on significant wildlife habitat or wetland areas and water bodies which could be avoided by reasonable modification of the proposal;*

FINDING: No site alterations are proposed for the site.

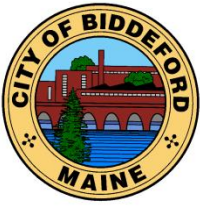
xix. *When located in the Shoreland Zone, the proposed use would meet the purposes of Shoreland Zoning as identified in Article XIV, Section 1 (Purposes) of this ordinance.*

FINDING: The parcel is not located in a Shoreland Zone.

APPROVAL GRANTED: Based on the evidence available and the conclusions above, the Biddeford Planning Board approves the Conditional Use Permit for the proposed project summarized above, located at 45 Boulder Way in accordance with the submitted application, supporting data, representations made, other related materials on file, and the following Conditions of Approval:

1. Standard Conditions of Approval apply.

Mr. Larry Patoine, Planning Board Chair Date:



CITY OF BIDDEFORD

Planning and Development Department

David CM Galbraith
City Planner/Deputy Director
205 Main Street
P.O. Box 586
Biddeford, ME 04005
(207) 284-9115
david.galbraith@biddefordmaine.or

PLANNING BOARD REPORT

TO: Larry Patoine, Chair & the Biddeford Planning Board

FROM: David CM Galbraith, City Planner / Deputy Director of Planning

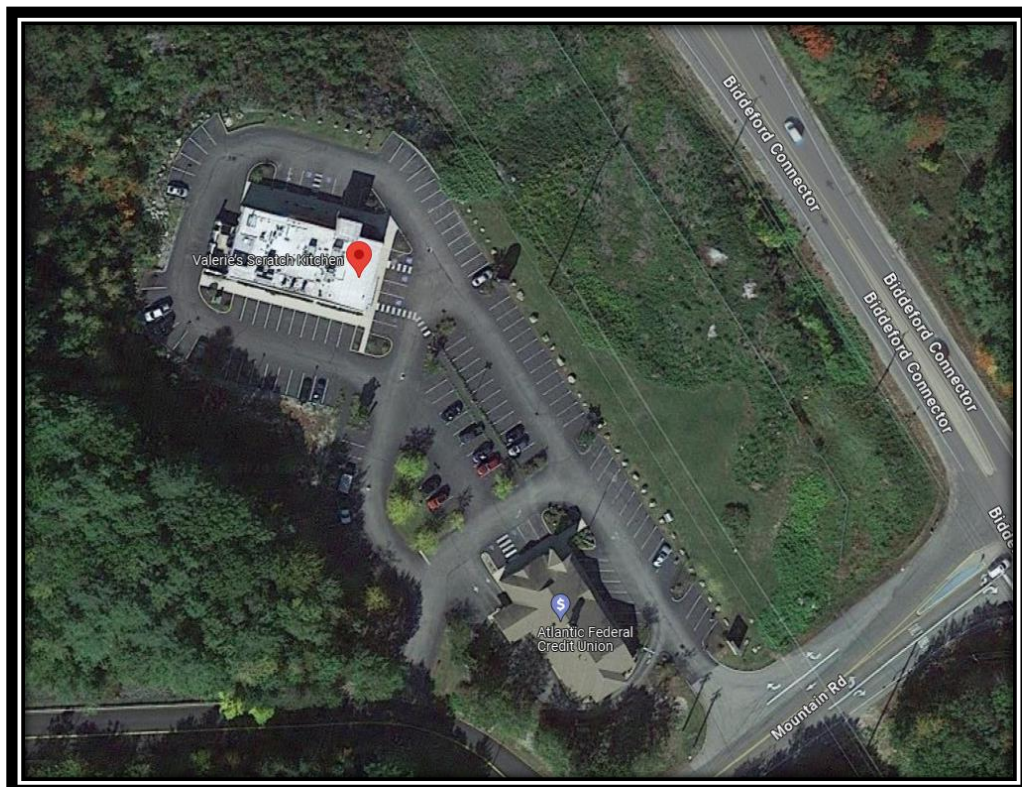
DATE: January 31, 2024

RE: **2024.08 Conditional Use Permit for a Adult-Use Retail Marijuana Facility for Blossom, LLC at 45 Boulder Way (Tax Map 2, Lot 56) in the I-3 Zone.**

MEETING DATE: February 7, 2024 @ 6:00 PM

1. INTRODUCTION

The Applicant, Elizebeth Baldacci, CEO of Blossom Cannabis, is seeking Planning Board approval for a adult use marijuana retail sales facility at 45 Boulder Way (Property ID # Map 2, Lot 56). The subject property is 6.51 acres and is zoned I-3.



**2024.03 Conditional Use Permit for a Adult-Use Retail Marijuana Facility for Blossom, LLC at
45 Boulder Way (Tax Map 5, Lot 56) in the I-3 Zone.**

Planning Board Hearing Date: February 7, 2023

Adult-Use Retail Marijuana Facilities are a Conditional Use in the Industrial-1 (I-3) Zone. Blossom has been operating a Medical Marijuana Manufacturing Facility at this location since 2021.

As the Board is aware, at the December 19, 2023 meeting the City Council adopted new regulations that allow adult-use recreational marijuana retail stores within the City's I-1, I-3 & I-3 zoning districts as a "conditional use". This is the second application for a an adult use recreational marijuana retail store being requested. The retail facility will be located within the existing building, and the applicant will no longer be operating a Medical Marijuana retail facility. Staff believes the existing site parking is adequate to support the proposed retail use. The City's Land Use Ordinance defines adult use marijuana stores as:

MARIJUANA STORE, ADULT USE

A facility licensed by the State of Maine to purchase adult use marijuana, immature marijuana plants and seedlings from a cultivation facility, to purchase adult use marijuana and adult use marijuana products from a products manufacturing facility, to collect and transport samples of marijuana, marijuana concentrate and marijuana products in a marijuana store's possession for mandatory testing, and to sell adult use marijuana, adult use marijuana products, immature marijuana plants and seedlings to consumers.

[Added 1-19-2021 by Ord. No. 2021.1]

The Applicant has been operating in full compliance from this location for three years and Staff does not foresee any issues with this operation at this established location.

2. PROJECT DATA

	<i>SUBJECT</i>	<i>DATA/INFORMATION</i>
1.	Applicant:	Blossom, LLC 22 Industrial Park Road Saco, ME 04072
2.	Owner of Property:	Biddeford Plaza, LLC c/o Raymond Mailhot 13 Rivers Edge Drive Kennebunk, ME 04043-7738
3.	Surveyor/Engineer:	Mark Senglemann Alpha Architects 55 Stroudwater Road Portland, ME 04102
4.	Project Location:	45 Boulder Way
5.	Project Tax Map #/Lot #:	2/56
6.	Existing Zoning:	I-3 – Adult-Use Retail Marijuana Facility is a Conditional Use
7.	Overlay Zoning:	None
8.	Existing Use:	Adult Medical Marijuana Manufacturing Facility

**2024.03 Conditional Use Permit for a Adult-Use Retail Marijuana Facility for Blossom, LLC at
45 Boulder Way (Tax Map 5, Lot 56) in the I-3 Zone.**

Planning Board Hearing Date: February 7, 2023

9.	Proposed Use:	Establishment of a new Adult-Use Retail Marijuana Facility
10.	Approvals Required:	Conditional Use
11.	Uses in the Vicinity:	Commercial/Industrial
12.	Number of Lots/Units in Subdivision:	N/A
13.	Minimum Lot Size Required: Provided:	None 3.44 acres
14.	Frontage Required: Provided:	50' 550' +/-
15.	Front Setback Required: Provided:	40' >40'
16.	Side Setbacks Required: Provided:	25' >25'
17.	Rear Setback Requires: Provided:	25' >25'
18.	Height Requirements: Provided:	60 feet or 6 stories. < 60 feet
19.	Water Supply:	Maine Water Company
20.	Sewerage Disposal:	City of Biddeford
21.	Solid Waste Disposal:	Private Hauler
22.	Fire Protection:	City of Biddeford
23.	Floodplain Status:	Property is not within a NFIP Zone A or V floodzone
24.	Wetland/Surface Water Impacts:	None
25.	Soil Study Provided:	N/A
26.	Parking Spaces Required:	
27.	Parking Spaces Provided (total): # Handicapped Spaces:	
28.	Ownership of Road:	Boulder Way is a Public Road
29.	Impervious Surface Area:	0 SF Change
30.	Total Disturbed Area:	0 SF of previously undisturbed area.
31.	Estimated Site Development Costs:	N/A
35.	Financial Capacity Letter:	N/A – Internal Construction Only
36.	Waivers Requested/Needed:	a. Article XI, Full Site Plan Review as per Article XI, Section 9.B.2.
37.	Waivers Granted:	
38.	Variances Needed for Approval:	None.
39.	Other Permits Obtained:	N/A
40.	Other Non-City Permits Required:	None.

**2024.03 Conditional Use Permit for a Adult-Use Retail Marijuana Facility for Blossom, LLC at
45 Boulder Way (Tax Map 5, Lot 56) in the I-3 Zone.**

Planning Board Hearing Date: February 7, 2023

41.	Covenants, By-laws, Restrictions Required:	None
42.	LDR Attachment A: Fees Paid:	Yes
42.		
43.	Planning Board Review History: Conditional Use Permit	February 7, 2024

3. EXISTING CONDITIONS

45 Boulder Way existing Medical Marijuana Manufacturing Facility commercial/industrial lot in the Biddeford Airport Industrial Park. The existing property is 6.51 acres in size and was developed with a single-story building approximately 6,098 square feet in area. The Applicant is not proposing any exterior modifications to the building or changes to the existing site plan and their tenant space will occupy approximately 1,267 square feet.

4. PROJECT PROPOSAL

Adult-Use Retail Marijuana Facility.

5. OUTSTANDING ISSUES TO BE ADDRESSED PRIOR TO APPROVAL:

6. STAFF REVIEW

a. ZONING: Adult-Use Retail Marijuana Facility, is a Conditional Use in the I-3 Zone. There is no minimum lot size.

b. REVIEW STANDARDS:

Article VI (Performance Standards), Section 77 (Marijuana Establishments) states as follows:

Section 77
Marijuana Establishments
[Added 1-17-2017 by Ord. No. 2016.88]

A. *Before submission of a conditional use application, the applicant must demonstrate his or her authorization to cultivate, process and store medical marijuana pursuant to the Maine Use of Medical Marijuana Program.*

The Applicant has provided evidence that Elizabeth Baldacci is certified as an Individual Caregiver by the State of Maine.

**2024.03 Conditional Use Permit for a Adult-Use Retail Marijuana Facility for Blossom, LLC at
45 Boulder Way (Tax Map 5, Lot 56) in the I-3 Zone.**

Planning Board Hearing Date: February 7, 2023

- B. *As an accessory use, medical marijuana home production shall be allowed in any qualifying patient's residence or any medical marijuana caregiver's primary year-round residence in every base zone and overlay zone, without any requirement for land use permitting.*

N/A

- C. *No medical marijuana dispensary or medical marijuana growing facility shall be closer than 250 linear feet, measured in a straight line from the dispensary or facility building entrance, to the nearest point on the boundary of any property which is occupied by a licensed day-care facility, school, Town park, Town playground or church.*

The proposal is not within 250 feet of any of the required buffered land uses.

- D. *Before granting an approval, the Planning Board shall ensure the applicant has reviewed his or her property and building security plans with the Biddeford Police Department and the Police Department finds the security measures are consistent with state requirements.*

The applicant has indicated that they have met with, and received approval from, the Biddeford Police Department regarding their security plan. The City Planner has asked the applicant to provide verification of this in writing from the Police Department.

- E. *No signs containing the word "marijuana," or a graphic/image of any portion of a marijuana plant or otherwise identifying medical marijuana shall be erected, posted or in any way displayed on the outside of a medical marijuana dispensary or a medical marijuana growing facility. Interior advertisements, displays of merchandise or signs depicting the activities of a medical marijuana dispensary or a medical marijuana growing facility shall be screened to prevent public viewing from outside such facility.*

The application indicates that no signage will be presented which is not in compliance with this standard.

- F. *No use shall emit offensive, harmful, or noxious odors beyond the property line.*

See the recommended Conditions of Approval for Staff's recommended means of ensuring compliance with this standard.

**2024.03 Conditional Use Permit for a Adult-Use Retail Marijuana Facility for Blossom, LLC at
45 Boulder Way (Tax Map 5, Lot 56) in the I-3 Zone.**

Planning Board Hearing Date: February 7, 2023

- c. WAIVERS REQUIRED: Article XI, Full Site Plan Review.

Staff Recommendation: Given there are no building expansions proposed and not increase in impervious surface proposed Staff recommend the Board grant this waiver which says that sufficient information has been provided to consider this application for review.

- d. CONDITIONAL USE STANDARDS: The following are the standards for review under a Conditional Use Permit (standards in *italic*, Staff Comments in regular font):

- i. *The proposed use meets specific requirements set forth in this ordinance and would be in compliance with applicable state or federal laws;*

Condition of Approval #2 (if approved) requires the applicant to obtain all applicable state and federal permits.

- ii. *The proposed use 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;*

The site is an existing developed site which was reviewed and approved by the Planning Board. .

The Fire Department will also be involved in the Code Enforcement Department's consideration of building and occupancy permits.

A letter has been requested of the applicant, provided by the Fire Department, indicating their review of the proposal.

- iii. *The proposed exterior lighting, where allowed, 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;*

The applicant does not intend to install any additional exterior lighting and the location is in a discreet location with no known existing lighting issues.

- iv. *The provisions for buffers and on-site landscaping provide adequate protection to neighboring properties from detrimental or unsightly features of the development;*

**2024.03 Conditional Use Permit for a Adult-Use Retail Marijuana Facility for Blossom, LLC at
45 Boulder Way (Tax Map 5, Lot 56) in the I-3 Zone.**

Planning Board Hearing Date: February 7, 2023

There is no development proposed by this project and the site is located in a business/industrial area.

- v. *The proposed use 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;*

All activities are proposed within the existing building. Conditions of Approval include those for adequate odor control reinforcing the performance standards in the Ordinance.

- vi. *The 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;*

Ample parking is provided on-site to meet the expected need.

- vii. *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;*

Staff anticipates no issues with hazards to public safety or traffic congestion in this area. The building site was previously used for retail sales and it is located in a relatively low traffic volume area in the Biddeford Airport Industrial Park.

- viii. *The proposed use would not have a significant, detrimental effect on the value of adjacent properties which could be avoided by reasonable modification of the proposal;*

Adjacent parcels are industrial/commercial. The operation should not change in any way that may impact this standard negatively given the recommended Conditions of Approval and existing Performance Standards.

- ix. *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;*

**2024.03 Conditional Use Permit for a Adult-Use Retail Marijuana Facility for Blossom, LLC at
45 Boulder Way (Tax Map 5, Lot 56) in the I-3 Zone.**

Planning Board Hearing Date: February 7, 2023

- x. *The proposed use would be in compliance with Biddeford's Comprehensive Plan;*

Although the Comprehensive Plan does not specifically address Medical Marijuana Growing Facilities, this type of use is specialized light industrial use which is permitted in the I-3 zone as per the Future Land Use Plan of the Comprehensive Plan.

- xi. *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;*

There are no modifications to the Site or the building's exterior proposed.

- xii. *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;*

The property is not located in a flood zone.

- xiii. *Adequate provision has been made for disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;*

Maine Water Company serves this site and has provided an Ability to Serve letter.

- xiv. *Adequate provision has been made to control erosion or sedimentation;*

N/A

- xv. *Adequate provision has been made to handle stormwater runoff or other drainage problems on the site; and the proposed development will not unduly burden off-site surface water systems;*

There are no site improvements/disturbances proposed that would affect existing stormwater.

- xvi. *The proposed water supply would meet the demands of the proposed use for fire protection purposes;*

Maine Water Company serves this site and has provided an Ability to Serve letter.

**2024.03 Conditional Use Permit for a Adult-Use Retail Marijuana Facility for Blossom, LLC at
45 Boulder Way (Tax Map 5, Lot 56) in the I-3 Zone.**

Planning Board Hearing Date: February 7, 2023

- xvii. *Adequate provision has been made for the transportation, storage, and disposal of hazardous substances and materials as defined by state law;*

The applicant has not indicated there will be a presence of hazardous substances, and if there were, State Law must be adhered (Condition of Approval #2).

- xviii. *The proposed use would not have an adverse impact on scenic vistas or on significant wildlife habitat or wetland areas and water bodies which could be avoided by reasonable modification of the proposal;*

No site alterations are proposed for the site.

- xix. *When located in the Shoreland Zone, the proposed use would meet the purposes of Shoreland Zoning as identified in Article XIV, Section 1 (Purposes) of this ordinance.*

The parcel is not located in a Shoreland Zone.

7. NEXT STEPS/SUGGESTED ACTIONS

Recommend the Planning Board grant the waiver request for a full site plan review submittal given no site alterations are proposed.

Recommend that if the Planning Board approves the Conditional Use Permit it be approved with the following minimum 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.
3. 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

**2024.03 Conditional Use Permit for a Adult-Use Retail Marijuana Facility for Blossom, LLC at
45 Boulder Way (Tax Map 5, Lot 56) in the I-3 Zone.**

Planning Board Hearing Date: February 7, 2023

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.

8. SAMPLE MOTIONS:

- I. Motion to waive Article XI, Full Site Plan Review. I motion to waive Article XI, full site plan review, as no site improvements are being made.*
- II. Motion to approve the Conditional Use Permit and the Findings of Fact and Conclusions of Law for Elizabeth Baldacci CEO for Blossom Cannabis for an adult-use recreational marijuana retail facility at 45 Boulder Way (Tax Map 2, Lot 56).*
- III. Motion to Table the Conditional Use Permit and the Findings of Fact and Conclusions of Law for Elizabeth Baldacci of Blossom, LLC for an adult-use recreational marijuana retail facility at 45 Boulder Way (Tax Map 2, Lot 56), based upon the following reasons:*
 - a) _____*
 - b) _____*
 - c) _____*
- IV. Motion to deny the Conditional Use Permit and the Findings of Fact and Conclusions of Law for Elizabeth Baldacci of Blossom, LLC for an adult-use recreational marijuana retail facility at 45 Boulder Way (Tax Map 2, Lot 56), based upon the following reasons:*
 - a) _____*
 - b) _____*
 - c) _____*

ATTACHMENTS

1. Conditional Use Permit Application Package
2. Draft Findings of Fact and Conclusions of Law



January 19, 2024

Dear City of Biddeford Planning Board,

Enclosed please find a an application for a conditional use permit for an adult use marijuana retail store located at 45 Boulder Way.

Blossom Cannabis was awarded a conditional use permit to operate a medical cannabis storefront in March of 2021. The company began operations on July 15, 2021 and has been operating continuously since, in full compliance with all local and state regulations.

Materials enclosed are:

- Rendering of the existing retail space being used for medical cannabis
- Site plan and 3-D architectural rendering of current retail space
- Aerial photograph of parking, ingress, egress
- Photograph of existing operational medical cannabis retail store
- Google map photo with measuring tool showing 500 foot buffer for schools, other medical cannabis establishments
- Proof of Compliance with Performance Standards

CONTACT

- Visual representation of Cannabis Odor Mitigation Areas, Security Cameras, and Marijuana Waste Storage.
- Odor Mitigation Plan-Waste & Wastewater Disposal Plan

Because the location is currently operating, there are no planned changes to the exterior or interior of the building, and the facility has passed recent code and fire inspections (August of 2023) in connection with Biddeford's new cannabis establishment licensing requirements, I respectfully request a waiver of the following:

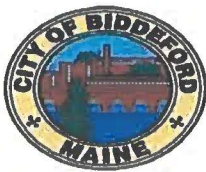
- A. Letters of Approval; Fire Department, Ability to Serve for Water Service, Ability to Serve for Sewer Service, Police Department
- B. Engineering Plans
- C. Stormwater Management Report

Respectfully,



Elizabeth Baldacci

CEO



City of Biddeford – Planning Department

Planning Board Application

P.O. Box 586, 205 Main Street Biddeford, Maine 04005

207-284-9115

Revised: May 17, 2022

Type of Application:

☐ Shoreland Zoning Permit

☐ Site Plan Review

☐ Extraction

☒ Conditional Use Permit

☐ Subdivision

☐ Private Way

☐ Other: _____

Applicant Information:

Name: Blossom, LLC

Mailing Address: 22 Industrial Park Road, Saco, ME 04072

Telephone: 207-756-9768

Email: ebaldacci@blossommj.com

What is your legal interest in the property?

☐ Owner

☐ Potential Buyer with Contract

☒ Lease/Rental Agreement

Owner's Information:

Name: Biddeford Plaza, LLC c/o Raymond Mailhot

Mailing Address: 13 Rivers Edge Drive, Kennebunk, ME 04043-7738

Telephone: (207) 967-0606

Email: remailhot@yahoo.com

Agent's Information:

Name: Robert E. Baldacci / F.O. Bailey

Mailing Address: 183 US Route 1, Falmouth, ME 04105

Telephone: 207-756-2063

Email: ebaldacci@blossomMJ.com

Engineer/Surveyor's Information:

Name: Mark Senglemann / Alpha Architects

Mailing Address: 55 Stroudwater Road, Portland, ME 04102

Telephone: 207.671.4110

Email: "mark@alphaarchitects.com"

Project Location and Lot Information:

Street Address: 45 Boulder Way

Drainage Watershed: N/A

Tax Map: 2

Lot: 56

Current Zoning: I-3

Shoreland Zoning: N/A

Size of Lot: _____ () acres () s.f.

Lot Frontage: _____

Existing Use of Property: Medical Cannabis Retail Store

Property currently serviced by:

☒ City Road

☒ Public Sewer

☒ Public Water

☐ Public Trash

☐ Private Road

☐ Septic System

☐ Private Well

☒ 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

Is the project within the 100-year floodplain? ☐ (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:

Convert existing and operating medical cannabis retail store to an adult use cannabis retail store

Property to be Serviced by:

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

Limits of Disturbance: None () acres () s.f.

Net change in impervious cover: None () acres () s.f.

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

Is the project proposing a new Private or Public Road? ☐ (Yes, Private) ☐ (Yes, Public) ☒ (No)

Is this project within the Urbanized Area/MS4 (see City Drainage Map) ☐ (Yes) ☒ (No)

Is the project proposing any Stormwater facilities/BMPs? ☐ (Yes) ☒ (No)

Will a Traffic Movement Permit (TMP) be required?: ☐ (Yes) ☒ (No)

If in a Shoreland Zone:

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

Percent of structure expansion (Max 30%): _____

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 structure: No new construction

Total new square feet paving/parking: No new paving/parking lot

Waiver Requests (attach details):

1. See attached letter with waiver requests
2. _____
3. _____
4. _____
5. _____

Required Submittal Attachments:

A. Letters of Approval

Waiver Requested Fire Department – Contact Chief or Deputy Chief – 282-9986

Waiver Requested Ability to Serve for Water Service – Maine Water – 282-1543

Waiver Requested Ability to Serve for Sewer Service – Engineering Department – Tom Milligan 284-9118

Waiver Requested 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. Waiver Requested
- ☒ D. Architectural renderings/drawings of proposed buildings, as required.
- ☐ E. Engineering Plans, as required. Waiver Requested
- ☐ F. Stormwater Management Report, as required. Waiver Requested

Fees (Due at time of Submission):

- \$75 Nonrefundable Administration Fee is required for every 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 its 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 the review for special studies, legal review costs, and/or engineering review.
- I understand that by submitting an 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.

Will the proposed project cause 1 acre or more of site disturbance?: __ (Yes) __ (No)

- If Yes, applicant is responsible for any required Maine Construction General Permits and shall comply with the requirements of DEP Chapter 500 Stormwater Regulations, as they apply.

Signature of Applicant:



Date 01/15/2023

Signature of Property Owner:

* see attached from

Date

prior conditional use application *

DIGITAL SUBMITTAL REQUIREMENTS FOR ALL SUBMITTALS:

- A) PDF OF SIGNED APPLICATION
- B) PDFs OF ALL DRAWING SETS AND OTHER REQUIRED SUBMITTAL ATTACHMENTS NOTED ABOVE

HARD-COPY SUBMITTAL REQUIREMENTS FOR PLANNING BOARD APPLICATIONS:

- A) SEVEN (7) FULL-SIZE PAPER COPIES OF DRAWING SETS

DIGITAL SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

- A) INDIVIDUALLY NAMED PDFs OF EACH DRAWING (NOT A COMBINED PDF SET)
 - Individual Drawing PDF Naming Format: 'PROJECT/SHEETSET NAME_INDIVIDUAL DRAWING NAME.pdf'
- B) PDF COPIES OF ALL PERMIT APPROVALS, APPLICATIONS, REPORTS, NARRATIVES, LETTERS, ETC.
- C) FINAL CAD REFERENCE FILES IN DWG FORMAT (SURVEY & PROPOSED DESIGN LINEWORK)
 - All drawings & CAD reference files must be to-scale and within the following coordinate systems:
 - MAINE STATE PLANE WEST NAD83 (Horizontal Datum) & NAVD88 (Vertical Datum)

HARD-COPY SUBMITTAL REQUIREMENTS FOR FINAL APPROVAL:

- A) THREE (3) FULL-SIZE PAPER COPIES OF INDIVIDUAL DRAWINGS REQUIRING BOARD SIGNATURE
- B) ONE (1) FULL-SIZE PAPER COPY OF ENTIRE DRAWING SET FOR ENGINEERING RECORDS

PLEASE CONFIRM WITH PLANNING STAFF FOR CLARIFICATION

Proof of Compliance with Performance Standards Blossom Cannabis

The proposed use meets specific requirements set forth in this ordinance and would be in compliance with applicable state or federal laws;

LDR:224

Section 6 LAND DEVELOPMENT REGULATIONS Section 6

2. The proposed use 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;

Attached original architectural renderings demonstrate proof of compliance with fire and life safety code. Construction drawings were reviewed and approved by the state Fire Marshal in 2021. The retail space is in current operation as a medical cannabis retail storefront with annual inspections performed by Biddeford Code Enforcement and Biddeford Fire department.

3. The proposed exterior lighting, where allowed, 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;

Exterior lighting is existing. We do not propose any changes.

4. The provisions for buffers and on-site landscaping provide adequate protection to neighboring properties from detrimental or unsightly features of the development;

On-site landscaping is existing. We do not propose any changes.

5. The proposed use 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;

Odor mitigation plan is included in this packet. Hours of operation will be 10am-8pm, Monday-Sunday. Hours are consistent with other approved retail businesses in the I-3 zone.

6. The 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;

The site is set back several hundred feet from the nearest public street, Mountain Road. There will be no hazards to public safety or traffic congestion as a result of our retail location at 45 Boulder Way.

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;

We do not expect an increase in traffic beyond the existing retail traffic currently flowing to Blossom Cannabis, Atlantic Federal Credit Union and Valerie's Scratch Kitchen. There will be no unreasonable traffic hazards or congestions, and there is not an existing traffic hazard in that area.

8. The proposed use would not have a significant, detrimental effect on the value of adjacent properties which could be avoided by reasonable modification of the proposal;

The addition of a second tenant with the existing structure will increase the value of the property.

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;

There will not be any new construction. All renovations will be performed within the existing structure, therefore there will be no new impact on the privacy of residents in the immediate area.

10. The proposed use would be in compliance with Biddeford's Comprehensive Plan;

The City Council has recently approved adult use I marijuana retail stores as a conditional use in the I-3 zone, which is in line with the City'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;

There will not be any new construction. Renovations, if any, will be minor security renovations necessary to comply with Adult Use Retail regulations. Any renovations will be performed within the existing structure, therefore there will be no new impact on the immediate neighborhood or the community relative to architectural design, scale, bulk and building height, identity and historical character, or visual integrity.

12. 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;

We do not propose any changes to the exterior of the building, therefore, the addition of our retail location would not result in significant flood hazards or flood damage and is in conformance with applicable flood hazard protection requirements.

LDR:225

Section 6 BIDDEFORD CODE Section 7

13. Adequate provision has been made for disposal of wastewater or solid waste or for the prevention of ground or surface water contamination;

Solid waste and wastewater plan is included in this packet.

14. Adequate provision has been made to control erosion or sedimentation;

Not Applicable. The building is existing and no structural exterior renovations are planned.

15. Adequate provision has been made to handle stormwater runoff or other drainage problems on the site; and the proposed development will not unduly burden off-site surface water systems;

Not Applicable. The building is existing and no structural exterior renovations are planned.

16. The proposed water supply would meet the demands of the proposed use for fire protection purposes;

Yes.

17. Adequate provision has been made for the transportation, storage, and disposal of hazardous substances and materials as defined by state law;

There will be no hazardous substances on site. Marijuana waste disposal plan is included as part of this package.

18. The proposed use would not have an adverse impact on scenic vistas or on significant wildlife habitat or wetland areas and water bodies which

Performance Standards in the Revised Section 77 Marijuana establishments:

- All marijuana establishments shall be located indoors. Any common areas, including, but not limited to storage areas and building facilities, shared with another marijuana establishments shall be clearly identified as such on the site plan or conditional use application.

Marijuana establishment located exclusively indoors. Please see site plan included in this package.

- Odor management. For all Marijuana establishments, the odor of marijuana shall not be detectable off-premises, meaning not detectable on any property that is not under the control of the establishment. To prevent and control marijuana odors, an odor control plan shall be submitted as part of the site plan application describing the odor(s) originating or anticipated to originate at the premises and the control technologies to be used to prevent such odor(s) from leaving the premises. The odor control plan shall, at a minimum, include the following:
 1. A facility floor plan that identifies the locations of all odor-emitting activities and sources. The plan shall also identify the location of doors, windows, vents, HVAC systems, odor control systems and other relevant information.

Please see odor mitigation plan “visual representation” included in this packet. Drawing shows all odor emitting sources, as well as doors, windows, vents, HVAC systems, and placement of odor control systems.

2. A list of specific odor-emitting activities and sources, and a description of the processes that will take place at the facility, including, but not limited to, vegetative flowering, processing and storage.

A list of odor emitting activities are included in the Odor Mitigation Plan enclosed in this package.

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.
- Administrative controls shall include, at a minimum: management practices to isolate odor activities and sources, use of standard operating procedures, employee training, regular equipment inspections and maintenance of inspection logs.
 - Engineering controls shall include, at a minimum, 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. Marijuana establishments shall implement appropriate ventilation and filtration systems to satisfy the odor standard contained herein. While the City does not mandate any particular equipment specifications with regard to filtration, all marijuana establishments are strongly encouraged to adopt best management practices with regard to implementing state-of-the-art technologies in mitigating marijuana odor, such as air scrubbers and charcoal filtration systems.
 - Noxious gases and fumes. Marijuana establishments shall have appropriate ventilation systems to mitigate noxious gases or other fumes used or created as part of the establishment. Gases or fumes shall not extend beyond the premises of any establishment, meaning not detectable on any property that is not under the control of the establishment.
 - Sufficient measures and means of preventing smoke, debris, dust, fluids and other substances from exiting a marijuana establishment shall be provided at all times.

Detailed procedures and processes as required above are outlined in the enclosed Odor Mitigation Plan.

- 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.

Detailed waste and wastewater disposal plan is enclosed in this package. Security camera placement is demonstrated in the "Odor Mitigation and Waste Disposal Visual Representation", included in this package.

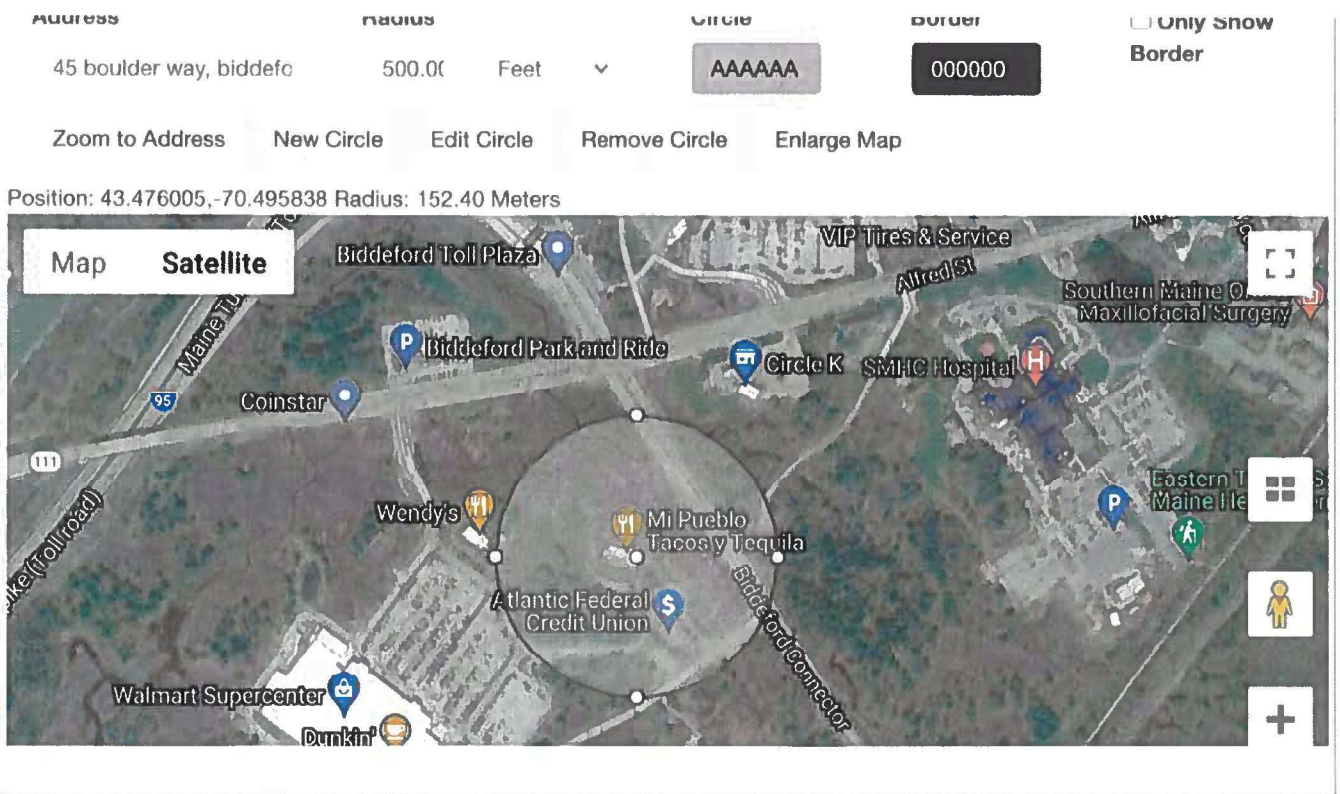


PARKING/ INGRESS/EGRESS



500 FOOT SETBACK REQUIREMENTS MET

1. NEAREST SCHOOL
2. NEAREST CANNABIS ESTABLISHMENT





ALPHA ARCHITECTS
17 CHESTNUT STREET
SUITE 200
BOSTON, MA 02109
PHONE: 207.751.9400
FAX: 207.751.9405
WWW.ALPHAARCHITECTS.COM



Blossom Cannabis - Biddeford
45 Boulder Way
Biddeford, ME

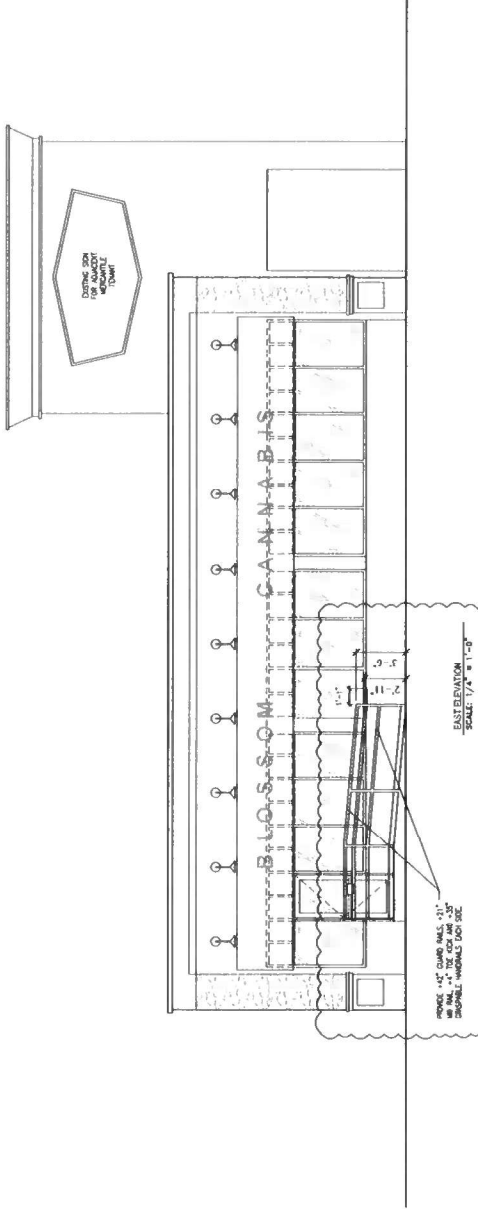
JOB:	20174
ISSUE DATE:	
PRELIM:	12-31-20
SPMO:	02-15-21
PROJING:	02-17-21
CD:	
REV. 1:	3-30-21
REV. 2:	04-06-21

FLOOR PLAN
& SCHEDULES
A1.1

Blossom Cannabis-Biddeford

ROOM FINISH SCHEDULE					REMARKS
ROOM	FINISH NAME	FINISH	WALLS	Ceilings	
101	ENTRY	47	08	42-1	
102	RETAIL	47	08	42-1	
103	RETAIL	47	08	42-1	
104	RETAIL	47	08	42-1	
105	RETAIL	47	08	42-1	
106	RETAIL	47	08	42-1	
107	RETAIL	47	08	42-1	
108	RETAIL	47	08	42-1	
109	RETAIL	47	08	42-1	
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EXTERIOR RENDERING



Blossom Cannabis - Biddeford
45 Boulder Way
Biddeford, ME.

JOB: 20174

ISSUE DATE	
PRELIM	12-31-20
SFMO	02-15-21
PRICING	02-17-21
CDT	-
REV. 1	3-30-21
REV. 2	04-05-21

EXTERIOR
ELEVATIONS

A2.0

04-06-21

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SFMO PERMIT

Odor Mitigation Plan

Blossom, LLC D/B/A Blossom Cannabis

Specific Odor-Emitting Activities

Blossom Cannabis (“Blossom”) will be an adult use retail storefront located at 45 Boulder Way in Biddeford. Blossom will sell marijuana and marijuana products produced by state licensed medical cultivation and product manufacturing facilities as well as non-marijuana goods, such as apparel, to consumers 21 years of age or older. Blossom will display pre-packaged marijuana and marijuana products in glass display cases within the retail store. All inventory not displayed in display cases will be stored within the limited access, secure vault on the premises. All marijuana and marijuana products on premises will be packaged in accordance with state law.

ODOR MITIGATION PRACTICES

Blossom will use the below described procedural and engineer controls to mitigate odor.

1. Procedural Activities

The following procedural activities will mitigate odors associated with marijuana and marijuana product:

- Blossom will only display and/or store marijuana or marijuana product that has been packaged in accordance with state law.
- Marijuana and marijuana products that are not displayed for sale will be stored in a vault (an enclosed area located within the limited access area of the premises with walls consisting of steel-reinforced concrete and a concrete roof). The vault will have a

single door that shall be closed and locked at all times, except when employees are restocking the vault or display cases.

- Display cases displaying marijuana and marijuana products shall be fully enclosed and shall be shut all times with the exception of an employee accessing marijuana or a marijuana product for a customer.
- Premises doors and windows shall be shut at all times.

Engineering Controls

Each air intake in the building is installed with carbon filters. Carbon filter technology is designed to effectively mitigate odors within the retail environment.

A. System Design

Blossom will utilize carbon filters at all air intake points to mitigate odors associated with storage and display of marijuana and marijuana products.

B. In addition, Blossom will place portable HEPA air filters within the vault area, where there will be high concentration of packaged product.

C. Maintenance Plan

The carbon filters installed throughout the building's central HVAC system are currently changed out every 6 months for both suites (Blossom Cannabis and Valerie's Scratch Kitchen) to ensure ongoing and consistent odor control on the premises. Blossom Cannabis will continue this preventive maintenance to ensure there are no odor issues on the premises.

The Manager is responsible for checking the vault and in store HEPA filters once a month. The Manager shall be responsible for changing filters every 6 months, or more frequently if necessary. The Manager

shall record the purchases of replacement filters, the date of performed maintenance, notification and response to equipment malfunctions on an odor control maintenance forms. Completed odor control maintenance forms shall be maintained in accordance with Blossom's record storage and retention policy.

All staff shall be trained on the importance of:

- Keeping the vault and display case doors closed;
- Ensuring doors and windows are closed;
- Ensuring exhaust and filtration systems are running as required; and
- Reporting concerns about the functioning of odor mitigation controls to the Manager.

This training shall be part of each employee's initial training and annual refresher training. The date of all trainings and the staff who participated in the training shall be recorded by the staff person conducting the training. Training records shall be maintained in accordance with Blossom's record storage and retention policy.

Complaint Response and Tracking

Blossom will designate the General Manager as the contact for receiving odor-related complaints. The General Manager will complete a complaint report for review by the Compliance Manager. Complaint reports shall be maintained in accordance with Blossom record storage and retention policy. The Chief Executive Officer shall respond to all odor-related complaints within 24 hours of receipt of the complaint. The Compliance Manager and other appropriate management shall consider amendments to Blossom's Ventilation and Filtration Plan that processes are sufficient to mitigate odors from all odor sources.

Solid Waste & Waste Water Disposal Plan

Blossom Cannabis

Introduction

This Solid Waste and Waste Water Disposal Plan describes Blossom's processes for disposing of liquid and solid marijuana waste in compliance with the regulations including record keeping/tracking requirements, the process for rendering marijuana waste unusable and unrecognizable, and methods for storing marijuana waste prior to removal from the facility.

Record Keeping

Blossom will maintain accurate and comprehensive records that account for and reconcile all waste activity related to the disposal of marijuana and marijuana products. Any marijuana waste transferred to a producer, processor, wholesale licensee or research certificate holder will be recorded in a transaction entered into an Inventory Tracking System in accordance with state and local regulations.

Definitions

Solid Marijuana Waste: Any dried flowers and trim from mature marijuana plants.

Non-Hazardous Waste: Waste to include garbage, rubbish, refuse, special waste, or other discarded material, including solid, liquid semisolid, or contained gaseous material resulting from industrial, commercial, agricultural or other operations.

Hazardous Waste: Waste that exhibits a hazardous characteristic or is a listed waste. There are four criteria that define a characteristic waste. They are: 1. Ignitability 2. Corrosivity 3. Reactivity 4. Toxicity

There are also four categories of listed wastes. They are:

1. Non-specific sources, such as a halogenated solvent
2. Specific sources, such as bottom sludge from wastewater treatment of wood preserving processes that use creosote and/or pentachlorophenol
3. Commercial chemical products, intermediates or off-specification products. There are two lists for this category, one for acute wastes and one for non-acute wastes.
4. Polychlorinated biphenyl. (PCB's)

Employee Training

Employees will be trained on the Waste Disposal Plan within 30 days of being hired or before they are responsible for disposing of any marijuana waste, whichever comes first. The General Manager will be responsible for training employees in the Waste Management Plan and shall keep a record of all Waste Disposal Planning trainings for employees. Such records shall be maintained in accordance with Blossom's record retention policies.

Tracking

All marijuana waste disposed of by Blossom will be recorded in an Inventory Tracking System, including the date and time of disposal, the employee or manager responsible, the reason for disposal (i.e., the type of waste), the lot, batch, or plant identifier (if applicable), the manner of disposal, and the quantity.

Solid Marijuana Waste Storage and Disposal

In accordance with this Solid Waste and Waste Water Disposal Plan, Blossom shall ensure that all waste types, including marijuana waste, will be securely stored, handled, recorded, and disposed of in accordance with all applicable local and state laws and regulations.

All marijuana waste generated from normal retail activities including but not limited to adulteration or expiration, will be securely stored in the locked storage area inside the vault and under video surveillance. It will then be rendered unusable and disposed of in a manner that ensures that it cannot be reconstituted for any kind of use or benefit, as related to its psychoactive content, by an unauthorized individual or organization.

Rendering Solid Marijuana Waste Unusable

All Solid Marijuana Waste shall be rendered unusable prior to leaving the licensed premises for disposal by grinding and incorporating the marijuana waste with other ground materials so the resulting mixture is at least fifty percent non-marijuana waste by volume, including: (1) food waste; (2) yard waste; or (3) other wastes approved by the Department.

- All packaged marijuana products must be removed from their packaging and rendered unrecognizable and unusable prior to leaving the licensed premises for disposal.
- The process of rendering the Solid Marijuana Waste unusable shall occur with the limited access area of the licensed premise where surveillance cameras are permanently fixed and must occur entirely on camera.
- During the waste disposal process, the responsible employee shall input the following information into the Inventory Tracking System

- Plant, batch, or lot identifier of the marijuana to be disposed
 - Description of the marijuana waste being disposed of
 - Method of disposal
 - Confirmation that the marijuana was rendered unusable before disposal
 - Date of disposal
- 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.
- The contracted waste management company will transport all marijuana waste from the cultivation site to a solid waste facility or landfill in compliance with local and state regulations.

General Prohibitions

- Blossom will strictly prohibit the placement, dumping, or disposal of trash, garbage, litter, or any other kind of waste on the property of another legal entity or any public place.
- Improper disposal of any type of waste by an employee is cause for termination, which will be clearly communicated during the training

process regarding waste.

Liquid Marijuana Waste Storage and Disposal

All liquid marijuana waste shall be solidified through means of mixing it with soil or other absorbent material and shall be disposed of according to the procedures for solid marijuana waste.

Non-Hazardous Waste Management and Disposal

Non-Hazardous Solid Waste

- Solid waste will be placed into recycling bins or trash bags within trash containers inside the facility.
- Solid wastes, including recyclables, will be stored in a manner such that they do not constitute a fire, health, or safety hazard or provide a food source or harbor for pests.
- Solid food wastes will be securely stored in covered or closed containers which are nonabsorbent, leak-proof, durable, easily cleanable, and designed for safe handling.
- During facility closing procedures, trash bags will be securely closed, and the recycling and trash bags will be transferred to secure outside waste for pick up.
- Blossom will ensure that solid wastes are collected at least once per week.
- Blossom will use a solid waste disposal vendor approved by state and/or local authorities and use the containers provided by the vendor.

- If recyclable material is not handled by the waste disposal vendor, arrangements will be made to have it transported to or picked up by a commercial recycler.

Non-Hazardous Liquid Waste

Non-hazardous liquid waste shall be disposed of in accordance with the City of Biddeford's Rules and Regulations.

Hazardous Waste Management and Disposal

As a general rule, Blossom's storefront will not generate hazardous wastes. Employees shall, however, be trained to identify hazardous waste and all hazardous wastes shall be disposed of in accordance with this plan and state and federal laws governing the discharge of hazardous waste.

- Incompatible wastes as determined by Safety Data Sheet (SDS) information will be stored in separate containers and separate storage areas.
- Lids will remain closed when not actively adding or removing waste from the container.
- Containers will be kept in good condition (e.g. free of dents, free of corrosion, no leaking, no bulging, etc.)
- Waste containers will be numbered and stored in a climate-controlled area, and will be labelled with the words "Flammable", "Toxic", "Corrosive" or "Reactive" and the word "Waste," along with a description of the contents, and EPA waste codes.

- A Chemical Waste Log will be filled out and forwarded to the Facilities Director for each waste container.
- If a waste container is to be reused or discarded, it will be triple-rinsed. Rinse water will be tested to ensure that none is discarded into the water system unless it meets regulations for direct disposal.
- Container storage areas will be inspected weekly. At a minimum, the inspection will cover leaks or staining from containers, general container condition, labeling, and management practices.

Hazardous Waste Safety

- Employees shall remain vigilant to unsafe practices and conditions in the facility and shall immediately report such practices and/or conditions to the manager.
- The manager must correct unsafe practices and or conditions promptly, or halt the operation until these can be corrected.
- Personal protective equipment will be inspected prior to use and worn as needed to avoid exposure. Gloves should be made of a material known to be resistant to permeation by the chemical in use.

Hazardous Waste Disposal

- Blossom will ensure that all hazardous waste generated at the facility will be transported and disposed of in accordance with local, state, and federal regulations.

- Hazardous waste will remain on-site for no more than 90 days before collection and transport for proper disposal.
- The Safety Data Sheet (SDS) will be consulted to determine best practices for the disposal of each waste.
- Blossom will make special handling, storage, transfer, and disposal arrangements for hazardous materials that comply with federal and state laws and regulations.
- When hazardous waste is sent to an off-site disposal facility, the Facility Director will document delivery with transportation manifests, as required by the Maine Office of Cannabis Policy (OCP)

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 **Blossom Retail, 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:	Blossom Retail, LLC c/o David Carr, Caregiver, MS Cultivation, LLC DBA Blossom Cannabis 652 Deering Ridge Road East Waterboro, ME 04030
2.	Owner of Property:	Biddeford Plaza, LLC c/o Ray and Diane Mailhot 13 Rivers Edge Drive, Kennebunk, ME 04043
3.	Agent:	Robert Baldacci, F.O. Bailey 183 US Route 1, Falmouth, ME 04105
4.	Architect:	ALPHAarchitects 17 Chestnut Street, Suite 102 Portland, ME 04101
4.	Project Location:	45 Boulder Way (Mailhot Biddeford Plaza)
5.	Project Tax Map #/Lot #:	Tax Map 2, Lot 56
6.	Lot Size:	7.5 AC +/-
7.	Existing Zoning:	Industrial -3
8.	Overlay Zoning:	none
9.	Designations:	none
10.	Existing Use:	Commercial – Retail (restaurant)
11.	Proposed Use:	Marijuana caregiver retail store
12.	Floodplain Status:	None
13.	Approvals Required:	Conditional Use Permit
14.	Uses in the Vicinity:	Commercial – Retail (restaurant)
15.	Dimensional Requirements:	
	Min. Setback from R.O.W: 40 FT	Minimum Rear Setback: 25 FT
	Minimum Side Setback: 25 FT	Maximum Height: 6 stories / 60 FT
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 Office of Marijuana Policy (OMP) Retail Location Registration
22.	LDR Attachment A: Fess Paid:	Yes
23.	Application Materials Submitted: 1. Application form dated 12/7/2021. 2. Cover letter and submittal information dated 2/10/2021, (including compliance narrative, odor mitigation plan, waste disposal plan, plan exhibits and architectural rendering). Prepared by Blossom Cannabis. 3. Plan entitled: <i>Floor Plan and Schedules; Blossom Cannabis- Biddeford, 45 Boulder Way, Biddeford, ME.</i> Issue Date: 12/31/2020 (Plan Date 02-08-21). Prepared by ALPHAarchitects.	
24.	Planning Board Review History:	
	Conditional Use review and approval:	Meeting on March 3, 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 would 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 retail plaza, 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;

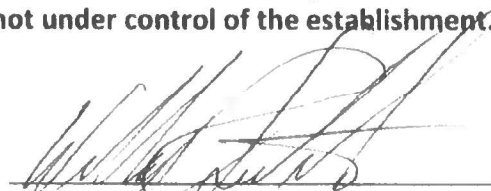
16. The existing water supply would meet the demands of the proposed project (and for fire protection purposes, if applicable.)
17. With consideration of the submitted waste disposal plan and other state and local requirements, adequate provision has been made for the transportation, storage, and disposal 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.
3. The applicant shall comply with Land Development Regulations, Article VI (Performance Standards), Section 77 (Marijuana establishments) including, but not limited to, the odor of marijuana shall not be detectable off-premises, meaning not-detectable on any property that is not under control of the establishment.



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: Blossom Retail, LLC / David Carr, Caregiver

Applicant's Mailing Address: 652 Deering Ridge Road, East Waterboro, ME 04030

Applicant's Telephone: 207-231-1921 dcarr@Blossomnj.com

What is Applicant's legal interest in the property?

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

Owner's Name: BIDDEFORD PLAZA LLC Co-Owner C/O RAY & DIANE MAILHOT

Owner's Address: 13 RIVERS EDGE DR KENNEBUNK, ME 04043-7738

Owner's Telephone: 207-967-0606

Agent's Name: (LL) Don Pilon, The Bean Group (Tenant) Robert Baldacci, F.O. Bailey

Agent's Address: 323 North Street, Saco, ME 04072 183 US Route 1, Falmouth, ME 04105

Telephone: 207-590-0507 207-756-2063

Engineer/Surveyor: ALPHAarchitects / Mark Sengelmann

Engineer/Surveyor's Address: 17 Chestnut Street, Suite 102, Portland Maine 04101

Telephone: 207-761-9500

Project Location and Lot Information:

Street Address: 45 Boulder Way

Tax Map: PID119952 Lot: Book and Page: 14243/0253

Current Zoning: I-3 Shoreland Zoning: NO

Size of lot: 6.5 ☒ acres ☐ s.f. Lot Frontage: _____

Existing Use of Property: Former Denny's restaurant, currently leased to and operating as
Mi Pueblo restaurant. Restaurant use would continue, but in a smaller
footprint (approx. 4,400 sf.) with common area exit and employee bathrooms

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: Caregiver Retail Storefront, Medical Cannabis.

We propose to divide the existing space to create a separate 1600 square foot. Approximately 650 sq ft to be used as a medical cannabis caregiver storefront. 950 sq ft of space to be reserved for future use. 4,400 square feet will continue operations as a restaurant.
Common areas proposed will be shared rear egress and employee bathrooms.
Preliminary concept plan devised by ALPHAarchitects is attached.

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:

-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.

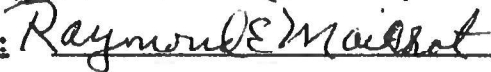
Signature of applicant:



Date: 12/7/20

BIDDEFORD PLAZA LLC

Signature of owner of property:



Date: 12/7/20

**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:

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

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

☐ 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.

COMMERCIAL LEASE

THIS INDENTURE OF LEASE made this 1st day of December, 2020 between BIDDEFORD PLAZA LLC, a Maine limited liability company with an address of 13 Rivers Edge Dr., Kennebunk, Maine 04043 (hereinafter referred to as "Landlord"), and BLOSSOM RETAIL, LLC, a Maine limited liability company with an address of 5 Pine Lane, Cumberland Foreside, Maine 04110 (hereinafter referred to as "Tenant").

WITNESSETH THAT:

In consideration of the rent and covenants herein observed and contained on the part of the Tenant to be paid, performed and observed, the Landlord does hereby demise and lease unto Tenant, the premises described in Exhibit A attached hereto and made a part hereof by reference consisting of 2000 square feet $\pm$ (the Leased Property), which are Landlord's premises ("Premises") at 45 Boulder Way, Biddeford, Maine.

ARTICLE I

1.1 Term.

Landlord leases the Leased Property to the Tenant for an initial term of two (2) years. Tenant shall have the option, after the initial term, to renew the Lease for an additional three (3) years and the option to renew for an additional one (1) five (5) year term.

1.2 Payment of Rent.

A. Minimum Lease Payment: Tenant shall pay to Landlord \$25.00 per square foot, \$50,000 per annum as the minimum rental payment. Such payment shall be payable on the first day of each month in the amount of \$4,166.

B. Gross Sales Payment: Tenant shall pay three percent (3%) of annual gross sales which exceed \$1,666,666.00 as additional rent over the minimum lease payment amount. Such amount shall be paid semi-annually.

C. Rent Commencement Date: Rent shall commence immediately upon completion of the Tenant's Work provided in Exhibit B and receipt of a certificate of occupancy.

1.3 Additional Rent.

Tenant shall pay Landlord as additional rent hereunder, as it may be supplemental by Article IV, the following:

(a) Taxes. Tenant shall pay Landlord, as additional rent hereunder, 30% of the real estate taxes assessed against the Premises during the initial term of this Lease and any extensions thereof. Tenant shall pay the said taxes monthly in advance based on the Landlord's estimate of such taxes, with an adjustment to occur in December of each year of the Lease (or any renewals or extensions) to adjust for any variances from the Landlord's initial estimate, and to allow for any increases or decreases in the taxes in the subsequent lease year. In the case of a variance, the variance shall be due and payable in full within fifteen (15) days after Landlord shall have delivered to Tenant a statement setting forth the adjusted or variance amount due hereunder for any particular fiscal year. The provisions of this paragraph are predicated upon the present system of taxation in the State of Maine. If taxes upon rentals shall be substituted, in whole or in part, for the present ad valorem real estate taxes, then Tenant's obligation for taxes hereunder shall be based upon such taxes on rentals to the extent to which the same shall be a substitute for present ad valorem real estate taxes. The foregoing shall generally apply to any system of taxation instituted which replaces the present method of taxation. In the event additional buildings are added to or made a part of the Leased Property or if portions of the Leased Property are transferred, an appropriate adjustment reflecting same shall be made in Tenant's obligation to pay real estate taxes.

(b) CAM Charges. Tenant shall pay 30 % of CAM charges monthly in advance based upon Landlord's estimate of such CAM charges, with an adjustment to occur in December of each year of the Lease (or any renewals or extensions) to adjust for any variances from the Landlord's initial estimate, and to allow for any increases or decreases in the CAM charges for the subsequent lease year. In the case of any variance, the variance shall be due and payable in full within 15 days after Landlord shall have delivered to Tenant a Statement setting forth the adjusted or variance amount due hereunder for any particular Lease year.

(1) Repairs and Maintenance Tenant shall pay 30 % of Landlord's costs of repairs, maintenance or upkeep (if not otherwise paid as CAM charges) for the Premises, but excluding capital costs and costs of additions or expansions. If Tenant fails in this obligation, Landlord may advance such costs, and Landlord shall be reimbursed by Tenant within fifteen (15) days of demand therefor. Tenant shall maintain the right to make

improvements and repairs to the property to meeting Tenant's business needs, subject to the Landlord's approval, which approval shall not be unreasonably withheld.

(2) Utilities, Sewer, Water and Other Costs Tenant shall pay 15% of Restaurant or Landlord's costs of utilities, heat, air-conditioning, sewer, water or other costs associated with the use and occupation of the Premises if not otherwise paid in CAM charges. Whenever possible, such items shall be separately metered for the Leased Property, and shall be the sole responsibility of the Tenant.

(3) Insurance Tenant shall pay 30% of the total cost of Landlords fire and extended coverage, and liability insurance for the premises if not otherwise paid in CAM charges.

ARTICLE II

Permitting.

Upon signing the Lease, Tenant shall be given up to thirty (30) days to secure necessary permits and approvals from the City of Biddeford and the State of Maine to allow for a cannabis retail and dispensary facility. Tenant shall have the option to extend this period for approval with written notice to Landlord, provided that Tenant is actively pursuing approval. Should Tenant be unable to secure such approval, this Lease shall automatically terminate with no further obligations of either party and the Security Deposit shall be returned to Tenant.

ARTICLE III

Security Deposit.

A Security Deposit shall be required in the amount of \$8,332.00. \$4,166 to be applied towards first month's rent, and \$4166 to be held as a damage deposit.

ARTICLE IV

Additional Covenants of Tenant.

4.1 Tenant shall pay when and as the same become due and payable all personal property taxes assessed against the Tenant's furnishings, equipment, personal property of every kind and inventory.

4.2 Tenant shall at its own cost and expense maintain insurance on its furnishings, equipment, inventory and other personal property located in and on the Leased Property.

4.3 Tenant shall maintain throughout the term of this Lease or any extension thereof, a policy or policies of general liability insurance under which Landlord and Tenant are named as insured, indemnifying the Landlord and the Tenant against all claims and demands for any personal injuries to or death of any person and damage to or destruction or loss of property which may have or be claimed to have occurred upon the Leased Property or the sidewalks or ways adjoining the same in amounts not less than \$1,000,000.00 (One Million Dollars) for injury to or death of one or more persons in any single accident and for not less than \$500,000 (Five Hundred Thousand Dollars) for damages to or destruction or loss of property, or, at Tenant's option, \$1,500,000.00 (One Million Five Hundred Thousand Dollars) combined single limit. Such insurance policy(s) shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord ten (10) days prior written notice.

4.4. Tenant shall keep and maintain the Leased Property and the utilities in good rentable order and condition, subject to fire or unavoidable casualty, reasonable wear and tear excluded. Any trash, garbage or other refuse, including but not limited to the refuse from the operation of Tenant's business, shall be kept in a trash container and furthermore shall be kept in a neat and orderly manner.

4.5 Tenant shall neither commit nor permit waste upon the Leased Property nor permit any person to use the Leased Property or Tenant's furnishings or any portion thereof for any illegal purposes. Tenant shall indemnify and hold harmless Landlord against any claims arising from the use of hazardous materials in or about the premises.

4.6 Unless otherwise covered and paid for by Tenant's insurance, Tenant hereby agrees to save and keep the Landlord harmless and indemnified against and from the claims, actions, damages, liability and expenses (including attorney's fees) of any persons, including without limiting the generality of the foregoing, employees, sublessees (if permitted under the terms of this Lease), agents, and invitees of the Tenant, on account of any injury to, or death of, persons and damage to or destruction of property occurring on or about the Leased Property, or arising from or out of the use, occupancy, operation or possession of the Leased Property by the Tenant except as caused by gross negligence or intentional acts of the Landlord, its agents or employees.

4.7 Tenant shall also pay all costs, expenses, and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the covenants and agreements of this Lease, or incurred by Landlord in seeking collection of any amounts due under the Lease.

4.8 Tenant shall have the right to sub-let or under-let the Leased Property or any part thereof or assign this Lease or grant to any person the right to carry on business on the Leased Property or any part thereof, with the prior written consent of the Landlord, which consent shall not be unreasonably withheld. In the event that Tenant so sub-lets the Leased Property, Tenant shall remain liable to Landlord for all its obligations hereunder. No other provision of this Lease shall be deemed to waive this provision.

4.9 Tenant agrees to conform with all state and municipal laws and ordinances affecting the use of the Leased Property and promptly comply with (and execute all applications and other documents required for such compliance), at its own cost and expenses, all laws, rules, orders, ordinances and regulations of any public authority and of the National Board of Fire Underwriters, having jurisdiction which shall impose any duty upon the Landlord or the Tenant with respect to and by reason of the nature of the use by the Tenant or any person claiming under it of the Leased Property.

4.10 Upon the expiration of this Lease, or on the expiration of its occupancy of the Leased Property, the Tenant agrees to peaceably yield up unto the Landlord all and singular the Leased Property in good order, repair and condition as the same may be at the commencement date or may be put in thereafter, excepting reasonable wear and tear.

4.11 Notwithstanding any provisions in this Lease to the contrary, the Tenant's inventory, equipment, furniture, and all merchandise, supplies, effects and other property of every kind, type, nature and description of the Tenant and of all persons claiming by, through or under the Tenant, except as herein otherwise provided, which may be on the Leased Property during the continuance of this Lease or any occupancy by the Tenant thereof, shall be at the sole risk and hazard of the Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipe or pipes, by theft or from any other cause, except the willful act of the Landlord, his agents, or employees, no part of said loss or damage is to be charged to or be borne by the Landlord, and Tenant hereby agrees to forever hold Landlord harmless from and to indemnify Landlord against any and all loss, cost, debt, claim, damage, judgment and expense suffered or incurred by Tenant in connection therewith.

4.12 That it shall be lawful for the Landlord and those having their estate in the premises, their agents and servants, at all reasonable times, with reasonable advance notice

except in an emergency and without interfering with the operation of the business being conducted upon the Leased Property, to enter in and upon said premises to examine the conditions thereof.

4.13 Tenant shall indemnify and hold harmless Landlord, including attorneys, from any environmental or hazardous materials claims, fines, or assessments of any type or description, created or maintained by Tenant or Tenant's operations.

4.14 Tenant shall not permit any restaurant business on the Leased Property.

4.15 *Intentionally Omitted.*

4.16 That any trade fixture, equipment and other property installed in or attached to the Leased Property by and at the expense of the Tenant, shall remain the property of the Tenant, and the Landlord agrees that the Tenant shall have the right at any time from time to time prior to the expiration of this Lease or within a reasonable time thereafter to remove any and all of its trade fixtures, equipment and other property which it may have stored or installed in the Leased Property. The Tenant agrees to repair any damage to the Leased Property caused by the removal of any such property and to leave said property in a clean and neat condition, subject to reasonable wear and tear.

4.17 TENANT shall use the leased premises only for the purpose of a cannabis retail and dispensary facility that are permitted by state law to be used for medicinal, recreational or caregiving purposes, horticulture, warehousing and distribution and other related businesses, including, but not limited to, consulting services. Neither LANDLORD nor LANDLORD'S BROKER have made any representations to TENANT regarding the uses of the leased premises allowed under applicable law or other restrictions of record, and TENANT acknowledges and agrees that TENANT assumes all responsibility and risk for investigating the same. TENANT assumes all responsibility for TENANT'S intended use of the leased premises and acknowledges that LANDLORD does not specifically authorize any violation of federal or state law on the leased premises. Should TENANT be subject to any legal action or law enforcement investigation derived from the TENANT'S intended use of the leased premises, TENANT shall indemnify and hold LANDLORD harmless and shall be in default hereunder, provided, however, LANDLORD hereby agrees and acknowledges that TENANT'S business operations at the leased premises may be subject to inspection from time to time by regulatory and licensing agencies from the State of Maine, including, but not limited, to the State of Maine Drug Enforcement Agency, Department of Agriculture and Department of Health and Human Services, and LANDLORD further hereby agrees

and acknowledges that such inspections shall not constitute a default by TENANT under this Lease and in the case of the same. Should LANDLORD be subject to any legal action derived from TENANT'S intended use of the leased premises, TENANT shall indemnify and hold LANDLORD harmless and shall be in default hereunder. Such indemnification shall include, but is not limited to, payment for all of LANDLORD'S reasonable attorney's fees and fines related to such legal action. TENANT acknowledges that LANDLORD does not have any involvement of any kind, other than as described in this Lease, with TENANT'S business or intended use of the leased premises. TENANT assumes all liability to obtain any and all permits, approvals, insurance and licensing necessary or advisable for the operation of the TENANT'S intended business as described above and must obtain all such approvals prior to commencement of this Lease. If TENANT fails to obtain all necessary permits, approvals and licensing for the legal operation of the TENANT'S business prior to commencement of this Lease, TENANT will not be absolved of his duties under this Lease. TENANT also assumes all liability for any increased cost to the LANDLORD due to the TENANT'S use of the leased premises. This includes, but is not limited to, any increased insurance expense based on the use of the leased premises. In such instance, LANDLORD shall provide TENANT with a written statement showing any such increase and TENANT shall reimburse LANDLORD for such amount within ten (10) days of receipt of such statement. TENANT acknowledges that TENANT'S intended use of the leased premises may produce an odor that may disturb other tenants and neighbors of the leased premises. TENANT agrees to use commercially reasonable efforts to mitigate all odors by some method of odor control reasonably agreeable to both TENANT and LANDLORD.

4.18 TENANT agrees to conform to the following provisions during the entire term of this Lease (i) TENANT shall not injure or deface the leased premises or building; (ii) No auction sale, nuisance, or objectionable noise shall be permitted on the leased premises; (iii) TENANT shall not permit the use of the leased premises for any purpose other than set forth herein; and (iv) TENANT shall not obstruct in any manner any portion of the building not hereby demised or the sidewalks or approaches to said building or any inside or outside windows or doors. LANDLORD approves whiting-out or covering windows for purposes of light control if done in a professional and tasteful manner per LANDLORD's discretion. TENANT shall observe and comply with all codes, ordinances, laws, regulations and other governmental or quasi-governmental orders or inspections affecting TENANT, the leased premises and/or TENANT'S use and all reasonable rules and security regulations now or hereafter made by LANDLORD for the care and use of the leased premises, the building, its facilities and approaches, provided TENANT is provided with a copy of any such rules and regulations and provided such rules and regulations are enforced uniformly and in a non-discriminatory manner against all other

tenants within the building of which the leased premises are a part. TENANT agrees to keep the leased premises equipped with all safety appliances and make all accessibility alterations, improvements or installations to the building, and/or accommodations in TENANT'S use thereof required by law or any public authority as a result of TENANT'S use or occupancy of the premises or TENANT'S alterations or additions thereto, which alterations, improvements and installations shall be subject to LANDLORD'S consent as provided in this Lease, which consent shall not be unreasonably withheld, conditioned or delayed.

4.19 Tenant has inspected the Leased Property and accepts same in its present condition, except that Tenant shall perform certain work as described on Exhibit B annexed hereto.

ARTICLE V

Alterations and Additions.

Tenant shall have the right to make any additions, alterations, or improvements in or upon the Leased Property, with the prior written consent of the Landlord which consent shall not be unreasonably withheld. All of such improvements, additions, repairs or alterations, shall belong to the Landlord, remain on and be surrendered with the Leased Property on the expiration or termination of the term hereof, except those items deemed by the Tenant to be its intellectual property. Any such items removed by the Tenant at the end of the Lease term shall be done so at Tenant's sole cost and expense, in a workman like manner and repairs shall be made in the event that any such remove results in any damage to the Premises. The following conditions shall apply to any work performed:

(a) the work shall be performed in a first class workmanlike manner, using first class material and in conformity with all applicable laws, ordinances and regulations of all municipal or other governmental departments or authorities having jurisdiction thereof, and the local Board of Fire Underwriters.

(b) The Leased Property will be kept free of all mechanics' and labor claims and liens, and Tenant will indemnify Landlord for any expenses incurred (including reasonable attorneys' fees) as a result of a breach by tenant of this sub-paragraph.

(c) The Tenant agrees to indemnify and forever save the Landlord harmless from all costs and expenses (including reasonable attorneys' fees) and claims from all injury to and death of persons and damage to or destruction of property arising out of or caused by such work.

ARTICLE VI

Waiver of Subrogation.

Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Maine (even though extra premium may result therefrom), Lessors and Lessee mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this paragraph shall be deemed to modify or otherwise effect releases elsewhere herein contained of either party for claims.

ARTICLE VII

Covenants of Landlord.

Landlord covenants with Tenant as follows:

7.1 Unless separately supplied to the Leased Premises for the Tenant's accounts, during the Term Landlord shall furnish to the Leased Property through facilities in place on the commencement date and in accordance with the provisions of this Article VII.

(a) heat, ventilation and air conditioning as may be reasonably required for reasonably comfortable occupancy of the Leased Premises during normal business hours on business days;

(b) reasonable quantities of domestic hot and cold water to the Leased Property for lavatories, cleaning purposes and kitchen uses;

(c) disposal through public sewers serving the Premises of liquid sewage generated from lavatories, cleaning facilities and the office kitchens in the Leased Property but only to the extent such liquid sewage complies with applicable legal and regulatory requirements; and

(d) sufficient electrical power to service Tenant's intended use of the Premises.

(e) in the event the City requires a public bathroom, Tenant shall pay the cost of installation, including all plumbing.

7.2 Landlord shall have the right in its discretion at any time during the Term to install supply lines and meters that will allow Tenant to obtain separate service directly from the applicable provider utilities for all or a portion of the water requirements for the Demised Premises. Tenant shall pay the cost of installation. In such event, effective upon the availability of such separate direct service, Tenant shall be responsible for directly obtaining and paying for the water and related sewer service for the Demised Premises.

7.3 Tenant shall be responsible for the installation and maintenance of any special cabling, electrical, telephone, HVAC, internet and/or other equipment and materials required for Tenant's business.

7.4 Tenant will operate, manage, equip, light, repair and maintain, or cause to be operated, managed, equipped, lighted, repaired and maintained, the common areas for their intended purposes in a first class manner.

7.5 Landlord shall make available for Tenant's use sufficient and reasonable parking spaces upon the Premises for use by Tenant's customers and employees.

7.6 Tenant shall have the right to place signage upon the Premises on the building facing Alfred Street, on the side of the building where the customer entrance will be located, and on the pylon off the connector road. Such signs shall be of a sign and type approved by the Landlord. The approval of the Landlord shall not be unreasonably withheld. At the termination of the Lease, all signage shall be removed and any building and/or façade penetration's sealed and repaired, all at the Tenant's expense.

7.7 Landlord agrees that it will maintain throughout the term of this Lease or any extension thereof a policy or policies insuring the building at the Premises against damage or loss by fire and other casualties in an amount equal to the full insurable value thereof.

7.8 Except as otherwise provided in this Lease or covered by Landlord's insurance, Landlord agrees to keep the Tenant harmless and indemnified against and from the claims, actions, damages, and liability of any persons for personal injury arising out of the gross negligence and willful acts of the Landlord, its agents or employees.

7.9 Landlord shall not permit any other cannabis related business to operate on the Premises.

ARTICLE VIII

Condemnation.

(a) If at any time during the term of this Lease the whole or any part of the Leased Property shall be taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain, or by private sale in lieu thereof the Landlord shall be entitled to and shall receive any and all awards that may be made in any such proceeding; and the Tenant hereby assigns and transfers to the Landlord and to any mortgagee as his interest may appear any and all such awards that may be made to Tenant.

It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any damages payable for trade fixtures of Tenant, and any damages for expenses awarded separately to Tenant; provided, however, that any proceeding instituted by the Tenant to recover the same shall not interfere with any proceeding of the Landlord to recover for such taking.

(b) If such proceedings shall result in the taking of the whole or substantially all of the Leased Premises, this Lease and the term hereof shall terminate and expire on the date of such taking, and the net rent, additional rent, and other sums or charges provided in this Lease to be paid by Tenant shall be apportioned and paid to the date of such taking.

(c) If less than the whole or less than substantially all of the Leased Property shall be taken in such proceedings, this Lease shall terminate only as to the portion of the Leased Property so taken, and at Tenant's option this Lease shall continue for the balance of its term as to the part of the Leased Property remaining with a proportionate abatement of rent (in

the proportion that the remaining portion bears to the Leased Property). The term shall remain unaffected and the other charges shall be appropriately adjusted.

(d) If less than the whole or less than substantially all of the Leased Property shall be taken in such proceedings, the Landlord shall with reasonable dispatch, repair the remaining portion of the building on the Leased Premises so as to restore such building as a building complete in itself, but the Landlord shall not be obliged to expend thereon more than the sum allowed to and received by the Landlord in such condemnation proceeding for damage to the building, less all expenses incurred by the Landlord in such proceeding. An abatement of rent in accordance with the formula described in subparagraph (c) above shall apply during such restoration.

(e) For the purposes of this Article, substantially all of the Leased Premises shall be deemed to have been taken if the portion of the demised premises not so taken does not constitute a complete plot and structure usable by the Tenant as an entity for the proper conduct of its business.

ARTICLE IX

Damage or Destruction by Fire or Casualty.

In case the Leased Property or any substantial part thereof during the said term be so destroyed or damaged by fire or other casualty as to be unfit for occupation or use by Tenant, then Landlord shall, within 21 days after Landlord is made aware of such damage, provide to Tenant written notice of Landlord's intention of whether or not to repair or replace the Leased Property and if so, the Landlord's estimate of the time necessary for such repair or replacement. Such decision shall be made in the sole discretion of the Landlord and any estimates of time for repair made by Landlord shall be made in good faith but shall not subject Landlord to liability to Tenant for failure to accomplish such repairs in the time established. In the event that Landlord notified Tenant within the said 21 day period of its intention to repair or replace the Leased Property, Tenant shall have 21 days from the date of its receipt of said notice to advise Landlord in writing of its intention to agree to said period of repair during which the rent shall be suspended or abated as provided in this Article, or to terminate this Lease. If the Landlord provides notice of its intention not to repair or replace, or if Landlord decides to repair and Tenant thereafter gives notice of its intent to terminate this Lease, then the Lease shall be terminated upon receipt by the non-terminating party of such notice, neither party thereafter having any further rights, duties or obligations under

this Lease. Such termination shall not affect any pre-existing debts owed by either party to the other.

All insurance proceeds received by Landlord, or by Tenant with regard to fixtures, with respect to such damage or destruction, shall be made available by Landlord and Tenant to repair any such damage or destruction provided that if this Lease is terminated then each of Landlord and Tenant shall be entitled to their respective interest in the insurance proceeds. Landlord's obligation to so repair shall be limited to the net amount of the proceeds from insurance (after deducting costs of collecting said proceeds) which Landlord receives as a result of such casualty.

ARTICLE X

Subordination and Estoppel.

(a) Tenant agrees at the request of Landlord to subordinate this Lease to any mortgage placed upon the premises by Landlord and, if required by the mortgagee, to agree not to prepay rent more than ten (10) days in advance, to provide said mortgagee with notice of and reasonable opportunity to cure any defaults by Landlord, and not to amend, modify or cancel this Lease without mortgagee's written consent, provided that the holder of such mortgage enters into an agreement with Tenant by the terms of which such holder agrees not to disturb the Tenant in its possession of the premises so long as Tenant continues to perform its obligations hereunder and, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise, to accept Tenant as tenant of the premises under the terms and conditions of this Lease, and Tenant agrees to recognize such holder or any other person acquiring title to the premises as having the rights of the Landlord and to attorn to said holder or other person if requested. Tenant and Landlord agree to execute and deliver any appropriate instruments necessary to carry out the foregoing provisions.

(b) The Tenant shall, within three days after request in person or within five days after request by mail, furnish to Landlord a written statement, duly acknowledged, setting forth the rental amounts due under this Lease, the terms of payment and expiration date or renewal option of the Lease, the date to which rent has been paid, an acknowledgment that rent has not been prepaid, whether any offset or defenses exist against the rent due, and if any are alleged to exist, the nature thereof shall be set forth in detail, and any other information reasonably requested in connection with this Lease. The failure of Tenant to execute, acknowledge, and deliver to Landlord a statement in accordance with the provisions of this paragraph within the period set forth shall constitute acknowledgment by Tenant, which may be relied upon by Landlord and third parties that this Lease has not been

assigned, amended, changed or modified, is in full force and effect and that the base rent and additional rent due under this Lease have been duly and fully paid not beyond the respective due dates immediately preceding the date of the request for such statements, a waiver of any defaults by Landlord or defenses or offsets against the enforcement of this Lease by Landlord which may exist prior to the date of the written request, and Landlord, at its option, may treat such failure as an event of default.

ARTICLE XI

Default.

(a) If the Tenant shall default in the payment of the rent reserved herein or any installment thereof as it becomes due, and if such default shall continue for fifteen (15) days after written notice from Landlord; or

(b) If the Tenant shall default in the due performance or observance of any other of the agreements or conditions herein on the part of the Tenant to be performed or observed and any such default shall continue for a period of thirty (30) days after the delivery of written notice thereof to the Tenant by the Landlord specifying such defaults; or

(c) If an assignment shall be made by the Tenant of the Tenant's property for the benefit of its creditors, except that an assignment by Tenant of Tenant's property as collateral for an ongoing loan transaction under the terms of which Tenant is not in default shall not be considered a default under this Article; or

(d) If Tenant shall admit in writing its inability to pay its debts generally as they become due; or

(e) If the Tenant's leasehold interest shall be taken on execution; or

(f) If Tenant shall consent to the appointment of a receiver of itself or the whole or a substantial part of its property; or

(g) If a petition is filed by or against the Tenant for its adjudication as a bankruptcy, or for reorganization or an arrangement under any provisions of the Bankruptcy Act as now or hereafter in force and effect,, or any involuntary petition under any of the provisions of said Bankruptcy Act is filed against the Tenant and any such proceeding is not vacated or dismissed within sixty (60) days thereafter.

ARTICLE XII

Renewal Terms

12.1 Provided that an Event of Default shall not have occurred and be continuing under this Lease, either at the time of the exercise thereof or at any time on or before the effective date thereof, Tenant shall have the right to renew the Lease as provided in Section 1.1 above ("Renewal Term"). Tenant may exercise the option for the Renewal Term only by written notice to Landlord of such exercise (the "Renewal Notice"). The Renewal Notice for any Renewal Term shall be given not later than less than six (6) months nor more than twelve (12) months before the Expiration Date of the Initial Term. Tenant shall forever waive its right to exercise any such option if it shall, for any reason whatsoever, fail to give the Renewal Notice to Landlord within the time and in the manner provided for the giving of such notice, whether such failure is inadvertent or intentional, time being of the essence as to the exercise of such option and the giving of the Renewal Notice. Within fifteen (15) days after request by either party, the parties shall execute, acknowledge and deliver an instrument confirming that such option has been effectively exercised and confirming the extended Expiration Date of the Term. The terms and conditions applicable during such Renewal Term shall be the same terms and conditions as are in effect immediately preceding the commencement of the Renewal Term.

ARTICLE XIII

Miscellaneous.

13.1 No assent, express or implied, by the Landlord to any breach in or default of any agreement or condition herein contained on the part of the Tenant to be performed or observed, shall constitute a waiver of or assent to any succeeding breach in or default of the same or any other agreement or condition hereof.

13.2 No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as payment on account. The acceptance by landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

13.3 It is agreed that except as in this Lease expressly otherwise provided, the agreements and conditions in this Lease contained on the part of the Tenant to be performed and observed shall be binding upon the Tenant and its successors and assigns and shall inure to the benefit of the Landlord and his successors and assigns, and the agreements and conditions in this Lease contained on the part of the Landlord to be performed and observed shall be binding upon the Landlord and his successors and assigns and shall inure to the benefit of the Tenant and its successors and assigns.

13.4 There shall be no right of off-set by Tenant for any claim or cause of action which Tenant may assert against Landlord, including claims or causes of action arising under this Lease. Tenant shall be required to maintain a separate suit or cause of action with respect to any claim against Landlord, and any attempt to off-set shall be a default under this Lease.

ARTICLE XIV

Quiet Enjoyment.

It is agreed that the Tenant paying the rent reserved and performing and observing the agreement and conditions herein on its part to be performed and observed, shall and may peaceably and quietly have, hold and enjoy the Leased Property during the term hereof without any manner of hindrance or molestation.

ARTICLE XV

Right to Terminate.

Notwithstanding any other provision of this Lease, should any governmental authority threaten to initiate an action or forfeiture against Landlord, or the Leased Premises on an assertion, claim or allegation that the Tenant, Landlord and/or Leased Premises are receiving, and/or producing a revenue from a prohibited, illegal, or criminal activity, then Landlord, at its election, may terminate this Lease upon 60 days' notice to Tenant and the Security Deposit shall be returned to the Tenant. If Tenant is the subject of an action or forfeiture by any governmental authority which would result in a total cessation of Tenant's

business, then Tenant, at its election, may terminate this lease upon 60 days notice to Landlord and the Security Deposit shall be returned to the Tenant.

ARTICLE XVI

Holding Over.

If Tenant continues to occupy the Leased Property after the termination hereof, it shall have no more rights than a tenant at sufferance, but shall be liable for all rental at two times the rental rate determined herein by such occupancy, and shall be liable for any loss, expense or consequential damages due to such holding over. Nothing herein shall be construed to permit such holding over.

ARTICLE XVI

Recording.

Lessee agrees not to record this Lease, but each party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and satisfactory to Lessors' attorney. In no event shall such memorandum set forth the rental or other charges payable by Lessee under this Lease and any such memorandum shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions hereof.

ARTICLE XVII

Notices.

All notices to the Landlord and Tenant shall be addressed to the addresses as set forth above in this Lease or to such other place as may be designated by written notice to the Landlord. Unless otherwise directed in writing, all rents shall be payable to the Landlord at the address above stated.

ARTICLE XVIII

Force Majeure.

In any case where either party hereto is required to do any act the time for the performance thereof shall be extended by a period equal to any delay caused by or resulting from an act of God, war, civil commotion, fire or other casualty, labor difficulties, shortages of energy, labor, materials or equipment, government regulations, delays caused by either party to the other, or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time."

ARTICLE XIX

Invalidity of Particular Provisions.

If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision 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 shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XX

Right of First Refusal.

During the term of this Lease or any Renewal Term, Tenant shall have an exclusive right of first refusal to purchase the Premises on the following terms and conditions:

(a) Should Landlord, at any time receive a bonafide offer to purchase the Premises it is willing to accept, Landlord shall offer the same to Tenant for the same price and upon such terms and conditions, and Tenant shall have an option to purchase said Premises for such price and upon such terms for a period of forty-five (45) days from the date of such offer. If Tenant refuses or fails to exercise said option with said forty-five (45) day period, Landlord shall be free to negotiate with and sell the Premises to any third party at the same price for which the same was offered to Tenant, or at a greater price, and upon the same terms offered to Tenant, or upon terms not more favorable to such third party.

2. As used in this agreement, the word "sell" shall mean a sale of the Premises to a third party purchaser for value or any other gift or transfer to a third party, but shall not include any transfer to an entity wholly owned by Landlord or any easements, rights of way, or leases.

3. Tenant shall have the right to assign this Agreement to one or more limited liabilities companies or other entities owned or controlled by Tenant without the consent of Landlord. Tenant may not otherwise sell, transfer, assign, pledge or encumber its interest in this Lease without the prior written consent of Landlord, which consent maybe withheld at Landlord's sole discretion.

ARTICLE XXI

Entire Agreement.

No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This agreement shall not be modified or cancelled except in writing subscribed by all parties.

LANDLORD

BIDDEFORD PLAZA LLC

By: _____
Name:
Its:

TENANT

BLOSSOM RETAIL, LLC

By: Elizabeth Baldacci
Name: Elizabeth Baldacci
Its: Owner

EXHIBIT A- PREMISES DESCRIPTION

Employee Access to on-site
Bathrooms through existing
glass door.

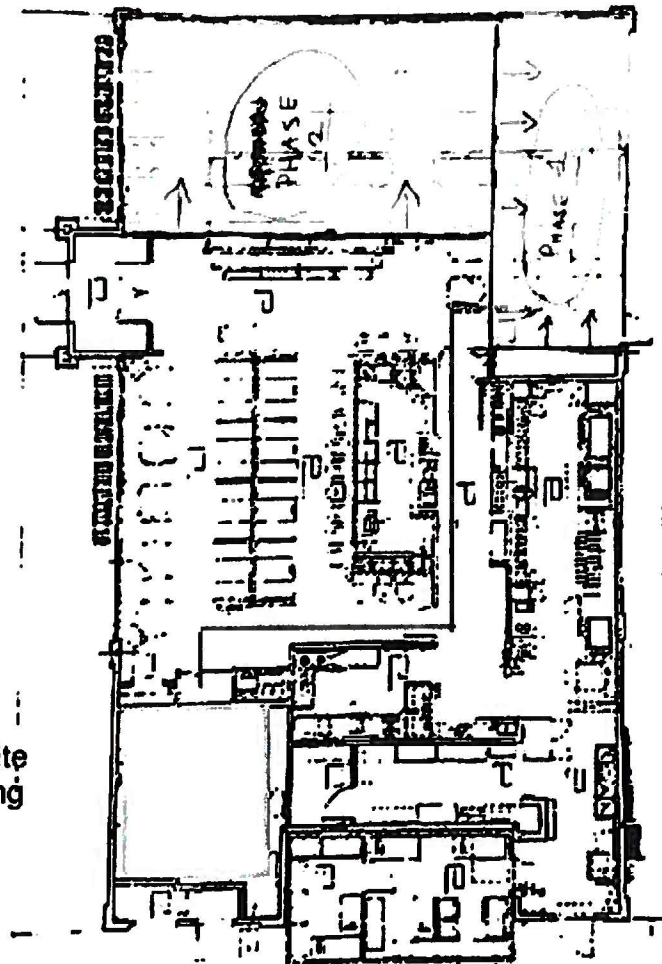


EXHIBIT B
TENANT'S WORK

Tenant shall perform the following work as described below:

Construct a wall to separate Premises from the current abutting restaurant. Install a new customer and employee entrance. Install signage. Any additional leasehold improvements, including installation of a public bathroom if required by municipal code. If not required by code, employees shall be granted access to existing public bathrooms on site.

COMMERCIAL LEASE

THIS INDENTURE OF LEASE made this 1st day of December, 2020 between BIDDEFORD PLAZA LLC, a Maine limited liability company with an address of 13 Rivers Edge Dr., Kennebunk, Maine 04043 (hereinafter referred to as "Landlord"), and BLOSSOM RETAIL, LLC, a Maine limited liability company with an address of 5 Pine Lane, Cumberland Foreside, Maine 04110 (hereinafter referred to as "Tenant").

WITNESSETH THAT:

In consideration of the rent and covenants herein observed and contained on the part of the Tenant to be paid, performed and observed, the Landlord does hereby demise and lease unto Tenant, the premises described in Exhibit A attached hereto and made a part hereof by reference consisting of 2000 square feet $\pm$ (the Leased Property), which are Landlord's premises ("Premises") at 45 Boulder Way, Biddeford, Maine.

ARTICLE I

1.1 Term.

Landlord leases the Leased Property to the Tenant for an initial term of two (2) years. Tenant shall have the option, after the initial term, to renew the Lease for an additional three (3) years and the option to renew for an additional one (1) five (5) year term.

1.2 Payment of Rent.

A. Minimum Lease Payment: Tenant shall pay to Landlord \$25.00 per square foot, \$50,000 per annum as the minimum rental payment. Such payment shall be payable on the first day of each month in the amount of \$4,166.

B. Gross Sales Payment: Tenant shall pay three percent (3%) of annual gross sales which exceed \$1,666,666.00 as additional rent over the minimum lease payment amount. Such amount shall be paid semi-annually.

C. Rent Commencement Date: Rent shall commence immediately upon completion of the Tenant's Work provided in Exhibit B and receipt of a certificate of occupancy.

1.3 Additional Rent.

Tenant shall pay Landlord as additional rent hereunder, as it may be supplemental by Article IV, the following:

(a) Taxes. Tenant shall pay Landlord, as additional rent hereunder, 30% of the real estate taxes assessed against the Premises during the initial term of this Lease and

REM
EdB

any extensions thereof. Tenant shall pay the said taxes monthly in advance based on the Landlord's estimate of such taxes, with an adjustment to occur in December of each year of the Lease (or any renewals or extensions) to adjust for any variances from the Landlord's initial estimate, and to allow for any increases or decreases in the taxes in the subsequent lease year. In the case of a variance, the variance shall be due and payable in full within fifteen (15) days after Landlord shall have delivered to Tenant a statement setting forth the adjusted or variance amount due hereunder for any particular fiscal year.

The provisions of this paragraph are predicated upon the present system of taxation in the State of Maine. If taxes upon rentals shall be substituted, in whole or in part, for the present ad valorem real estate taxes, then Tenant's obligation for taxes hereunder shall be based upon such taxes on rentals to the extent to which the same shall be a substitute for present ad valorem real estate taxes. The foregoing shall generally apply to any system of taxation instituted which replaces the present method of taxation. In the event additional build-
e Access to on-site
is through existing glass
made in Tenant

ded to or made a part of the Leased Property or if portions of transferred, an appropriate adjustment reflecting same shall be made to pay real estate taxes.

REM EOB

(b) CAM Charges. Tenant shall pay 30% of CAM charges monthly in advance based upon Landlord's estimate of such CAM charges, with an adjustment to occur in December of each year of the Lease (or any renewals or extensions) to adjust for any variances from the Landlord's initial estimate, and to allow for any increases or decreases in the CAM charges for the subsequent lease year. In the case of any variance, the variance shall be due and payable in full within 15 days after Landlord shall have delivered to Tenant a Statement setting forth the adjusted or variance amount due hereunder for any particular Lease year.

REM EOB

(1) Repairs and Maintenance Tenant shall pay 30 % of Landlord's costs of repairs, maintenance or upkeep (if not otherwise paid as CAM charges) for the Premises, but excluding capital costs and costs of additions or expansions. If Tenant fails in this obligation, Landlord may advance such costs, and Landlord shall be reimbursed by Tenant within fifteen (15) days of demand therefor. Tenant shall maintain the right to make improvements and repairs to the property to meeting Tenant's business needs, subject to the Landlord's approval, which approval shall not be unreasonably withheld.

REM EAB

(2) Utilities, Sewer, Water and Other Costs Tenant shall pay 15% of Restaurant or Landlord's costs of utilities, heat, air-conditioning, sewer, water or other costs associated with the use and occupation of the Premises if not otherwise paid in CAM charges. Whenever possible, such items shall be separately metered for the Leased Property, and shall be the sole responsibility of the Tenant.

REM EAB

(3) Insurance Tenant shall pay 30% of the total cost of Landlord's fire and extended coverage, and liability insurance for the premises if not otherwise paid in CAM charges.

ARTICLE II

Permitting.

Upon signing the Lease, Tenant shall be given up to thirty (30) days to secure necessary permits and approvals from the City of Biddeford and the State of Maine to allow for a cannabis retail and dispensary facility. Tenant shall have the option to extend this period for approval with written notice to Landlord, provided that Tenant is actively pursuing approval. Should Tenant be unable to secure such approval, this Lease shall automatically terminate with no further obligations of either party and the Security Deposit shall be returned to Tenant.

ARTICLE III

No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This agreement shall not be modified or cancelled except in writing subscribed by all parties.

LANDLORD

BIDDEFORD PLAZA LLC

By: Raymond E Mailhot

Name: RAYMOND E. MAILHOT

Its: OWNER/MANAGER

TENANT

BLOSSOM RETAIL, LLC

By: Elizabeth Bardacci

Name: Elizabeth Bardacci

Its: Owner

EXHIBIT A- PREMISES DESCRIPTION

FIRST ADDENDUM TO COMMERCIAL LEASE

This FIRST ADDENDUM TO COMMERCIAL LEASE ("Addendum") is made and entered into as of the Effective Date below by and between **BIDDEFORD PLAZA LLC**, a Maine limited liability company having a mailing address of 13 Rivers Edge Dr., Kennebunk ME 04043 ("Landlord"), **BLOSSOM RETAIL, LLC**, a Maine limited liability company having a mailing address of 5 Pine Lane, Cumberland Foreside, Maine 04110 (the "Assignor"), and **BLOSSOM, LLC**, a Maine limited liability company having a mailing address of 5 Pine Lane, Cumberland Foreside, Maine 04110 ("Assignee" or "Tenant"). In consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Affirm Original Lease. Reference is made to a certain Commercial Lease dated December 1, 2020 ("Original Lease"), by and between Landlord and Assignor. The parties acknowledge and agree that the terms of the Original Lease are in full force and effect and hereby adopt and incorporate by reference all terms set forth in the Original Lease; provided, however, that any terms or provisions contained in this Addendum that are contrary to those set forth in the Original Lease shall be superseded and replaced with the terms and provisions contained in this Addendum. Capitalized terms used but not defined in this Addendum shall have the meanings given in the Original Lease.
2. Assignment of Lease. Landlord and Assignor are parties to the Original Lease. Assignor, as the tenant under the Lease, now wishes to assign all of its right, title and interest in and to the Lease to Assignee. Accordingly, effective as of the Effective Date hereof, Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease including any and all prepaids and other rights or entitlements of Assignor under the Lease, if any, subject to all of the terms, covenants, conditions and provisions of the Lease. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Lease. Assignee agrees to be bound by each and every provision of the Lease as if it had executed the same. In accordance with the terms of Section 4.8 of the Lease, Landlord hereby consents to the present assignment of the Lease upon the terms and conditions herein set forth.
3. Term. Section 1.1 of the Original Lease is hereby deleted in its entirety and replaced with the following:

1.1 Term. Landlord leases the Leased Property to Tenant for an initial term of two years, beginning on December 1, 2020 and ending on November 30, 2022. Landlord hereby automatically and without further action by any party agrees to lease the Leased Property to Tenant for a first renewal term of three years, beginning on December 1, 2022 and ending on November 30, 2025. Tenant shall have the option, in its discretion, to renew the Lease for a second renewal term of seven years, beginning on December 1, 2025 and ending on November 30, 2032. Tenant agrees to give Landlord a minimum of ninety (90) days prior written notice before expiration of the first renewal term as to Tenant's intention to renew the Lease for the second renewal term or to vacate the Leased Property at end of the first renewal term.

4. Rent. Section 1.2, A. of the Original Lease is hereby deleted in its entirety and replaced with the following:

A. Payment of Rent. During the initial term and the first renewal term, Tenant shall pay to Landlord base rent in the amount of \$61,992 per annum. Base rent shall be payable in installments on the first day of each month in the amount of \$5,166 per month. Commencing on December 1, 2025, and on each anniversary thereafter through the end of the second renewal term, so long as the Lease shall remain in effect, the base rent shall be increased or decreased in annual increments equal to the percentage of increase or decrease, if any, in the Consumer Price Index. Such annual adjustments shall not increase or decrease by more than 5%. As used herein, the "Consumer Price Index" means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonably adjusted (base year 1982-84=100) (with such Index being adjusted to properly reflect all changes in the base year for such Index using such conversion factors as may be available for the United States Government). At lease thirty (30) days prior to December 1, 2025 and each anniversary date thereafter of the second renewal term, Landlord shall notify Tenant in writing of the adjusted annual rent amount. Such notification shall include a memorandum showing the calculations used by Landlord in determining the new annual base rent amount.

4. Gross Sales Payment. The gross sales payment in the Original Lease is hereby deleted. Accordingly, Section 1.2, B. of the Original Lease is hereby deleted in its entirety and replaced with the following:

B. [RESERVED]

In all other respects, Section 1.2 shall remain unchanged and in full force and effect.

5. Permitted Uses. For avoidance of doubt, the parties acknowledge and agree that Tenant may use the Leased Property for any medical and/or adult use cannabis and ancillary uses allowed by the City of Biddeford and the Office of Cannabis Policy pursuant to the Marijuana Legalization Act, 28-B M.R.S. §§ 101 *et seq.*, and the Maine Medical Use of Marijuana Act, 22 M.R.S. §§ 2421 *et seq.* Notwithstanding anything in the Original Lease to the contrary, Landlord hereby waives any defense to Tenant's enforcement of or other claim arising under this Lease based on violations of federal marijuana laws and federal illegality of Tenant's use of the Lease Property as a State-law compliant medical and/or adult use cannabis facility.
6. Savings Provision. Except as expressly modified hereby, all other terms, defined terms and conditions of the Original Lease shall continue in full force and effect.
7. Binding Effect. This Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their permitted successors and assigns.

8. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which constitute one and the same Amendment. Facsimile, PDF, electronic or similar signatures shall be deemed original signatures for all purposes.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have hereunto set their hands and seals as of this 31 day of October, 2022 ("Effective Date").

LANDLORD:

BIDDEFORD PLAZA LLC

By: Reginald E. McElhiney
Name:
Title:

Witness

ASSIGNOR:

BLOSSOM RETAIL, LLC

By: Elizabeth Baldacci
Name: Elizabeth Baldacci
Title: Owner

Witness

ASSIGNEE/TENANT:

BLOSSOM, LLC

By: Elizabeth Baldacci
Name: Elizabeth Baldacci
Title: Owner

Witness

Part III: Land Development Regulations, Article XI – Site Plan Review, Section 4 – Applicability, Subsection C – Delegation of Planning Board review authority.

Planning Board First Reading February 3, 2024

C. Delegation of Planning Board review authority.

The authority of the Planning Board to review certain minor development projects is hereby delegated to the Staff Review Committee in accordance with the provisions of this section. Whenever such delegation occurs, the term "Planning Board" shall also refer to the Staff Review Committee.

1. Planning Board responsibilities. The Planning Board is responsible for the review of all major projects and of any minor project for which Planning Board review is requested by the applicant. The Planning Board may conduct minor development review if recommended by either the City Planner or the Staff Review Committee.

2. Staff review committee responsibilities.

a. The Staff Review Committee shall consist of the City Planner, City Engineer, Public Works Director, Code Enforcement Officer, Economic Development Director, Recreation Director, Fire Chief, Police Chief, Assessor, [the Planning Board Chair](#), Superintendent of the Biddeford Water District, and the Wastewater Department head of the Biddeford Sewer District, or their official designees.

b. The Staff Review Committee, in its development review capacity, shall exercise all of the powers exercised by the Planning Board and the power to approve, approve with conditions, or deny applications for site plan approval.

c. Actions by the Staff Review Committee to approve an application, with or without conditions, shall require the approval of a majority of those members present and voting. A quorum shall consist of three members.

d. The Staff Review Committee shall set forth the reason for its decisions and make findings of fact, in writing, within seven days of the meeting. Such findings of fact shall be sufficient to apprise the applicant and any interested member of the public of the basis for the decision.

e. All appeals to a Staff Review Committee decision shall be heard by the Planning Board.

f. The Staff Review Committee shall provide recommendations to the Planning Board for any project undergoing major development review. Individual members of the committee may in addition submit letters of recommendations to the Planning Board.

3. These regulations shall apply, as necessary, to alterations and/or additions to structures existing on the effective date of these regulations.

4. Upon request by the applicant, all or specific standards and considerations that are part of this site review process may be waived or amended by the Planning Board.

5. No building permit shall be issued for any building or structure within the purview of these regulations until such approval has been secured and presented to the Building Inspector.

6. No certificate of occupancy (CO) shall be issued for any building or structure or use of land within the purview of these regulations unless or until the building, structure, development, land or use is constructed, developed, altered, installed or used in conformity with an approved site development plan or an amendment to any such plan.

Whitten, Nan

From: Galbraith, David
Sent: Wednesday, January 17, 2024 3:00 PM
To: Fecteau, Roby; Demers, Jeff; Chekan, Craig; Dexter, Edward; Crocker, Jason; Milligan, Tom; Fisk, JoAnne
Cc: Whitten, Nan
Subject: Staff Review Committee - Composition
Attachments: Bennett Policy Memo to CC 6-20-23 IZ incentive.docx

As you are aware, the City Council has passed a number of new ordinances / amendments related to increasing the City's housing stock. One of the items mentioned in Jim Bennett's (6-20-23) memorandum to the City Council included the below:

4. Create a process where the expansion of affordable housing units under this provision would go through an accelerated process. That process would be to grant authority of approval at the Staff Review Committee (SRC) level instead of the Planning Board level. No other changes to the project would be allowed, otherwise the project would need to go through the normal Planning Board process. As part of this change, a conversation with the Planning Board should occur to discuss if a member of the Planning Board be added to the SRC process.

In reviewing Jim's memo, the Planning Board discussed this matter and felt it important to include a representative of the Board as a member of the City's Staff Review Committee (SRC), and as such have asked me to draft an Ordinance amendment reflecting the composition of the SRC.

Code of Ordinances, Part III Land Development Regulations, Article XI Site Plan Review, Section C – Delegation of Planning Board Review Authority, Item 2 A, which states:

C. Delegation of Planning Board review authority.

The authority of the Planning Board to review certain minor development projects is hereby delegated to the Staff Review Committee. "Planning Board" shall also refer to the Staff Review Committee.

1. Planning Board responsibilities. The Planning Board is responsible for the review of all major projects and of any minor project for which Planning Board review is requested by the applicant. The Planning Board may conduct minor development review if recommended by either the City Planner or the Staff Review Committee.

2. Staff review committee responsibilities.

a. The Staff Review Committee shall consist of the City Planner, City Engineer, Public Works Director, Code Enforcement Officer, Economic Development Director, Recreation Director, Fire Chief, Police Chief, Assessor, Superintendent of the Biddeford Water District, and the Wastewater Department head of the Biddeford Sewer District, or their official designees.

As directed by the Planning Board, I am looking to modify the consistency of the SRC and offer the below changes. ~~Red-strikethrough~~ for deleted text, and blue underline for proposed text.

Staff review committee responsibilities.

a. The Staff Review Committee shall consist of the City Planner, City Engineer, Public Works Director, Code Enforcement Director ~~Officer~~, Economic Development Director, Assistant City Planner, ~~Recreation Director~~, Fire Chief, Police Chief, Assessor, Superintendent of the Biddeford Water District, and the Wastewater Department head of the Biddeford Sewer District, or their official designees, and a Planning Board representative as designated by the Planning Board.

QUESTIONS TO THE SRC COMMITTEE:

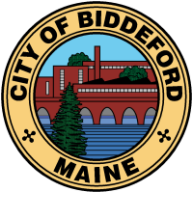
1. The Ordinance currently lists “the Superintendent of the Biddeford Water District, and the Wastewater Department head of the Biddeford Sewer District” as SRC members. Do we need to include these individuals as representatives of the actual SRC? They don’t attend our meetings, nor do I recall them voting on a SRC case. Thoughts?
2. The Recreation Director is also listed as a SRC member. Do they need to be? Case by Case?

Including these members in SRC does not hurt us, so we can leave them in if warranted. Are there other individuals that we should be including?

I appreciate your thoughts / comments.

David

City of Biddeford, Maine



The Office of
City Manager

James A. Bennett

Email: jbennett@biddefordmaine.org

MEMORANDUM

TO:	Policy Committee
FROM:	James A. Bennett, City Manager
DATE:	February 1, 2024
RE:	Incentives to Create More Dedicated Affordable Housing Units

Below you will find recommendations that staff is supporting in order to create additional incentives for property owners to voluntarily create additional dedicated affordable housing units within the community. The following is the list of those recommendations. They are not listed in any particular order.

Major changes to every community in housing policy via the state preempting a community's local control. During the last legislative session, a sweeping land use changes were enacted in what is being referred to as 'LD2003'. Modifications to the law occurred in this session, which included the delaying of the implementation dates. For Biddeford (and other communities that do not have a Town Meeting form of government), compliance has been delayed by six months (January 1, 2024).

Final rule making by the State is not expected for least another four months. Staff has prepared these recommendations based on the assumptions of what we reasonably believe the rules will be. The most significant of those assumptions are the hurdles that a project must meet in order to be in compliance.

There are two major categories of incentives within LD2003. Relaxation of parking standards as well as the creation of additional units on a property are allowable, if the project achieves the standards established for new affordable housing units. That standard requires that 51% of all of the new units must be affordable. The State's definition of affordability is the units must rent for no more than 80% of the AMI (average median household income) for a thirty year period.

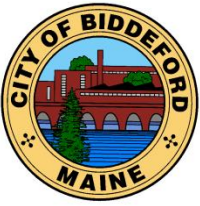
Staff has concerns that the threshold put forth by the state will be economically challenging for most projects, unless the areas have extremely high AMI. In developing the incentives, much like the balance of IZ conversation, our attempted was to offer levels that we believe are obtainable. Further restricted that our incentives cannot be more restrictive than that of the state, we are offering the following:

1. Allowing a City incentive of 30% of the new units if the units are held at 70% of the AMI for a thirty year period. The City incentives would be similar to the state's.
 - a. Lowering the parking standards to one per every two units created;
 - b. Lowering the living space per unit to 500 square feet of gross space (excluding basement);
2. These incentives would be allowed in the current MSRD 1, MRSD 2, MRSD 3, B1, GD1 and OR zones in the City.

3. Allow a portion of the R2 and R1A zones to also benefit from the affordable housing incentives. The simplest way would be to convert these areas to MRSD2. The areas are in the downtown and currently adjacent to the current MRSD2 zone. A map is included.
4. Create a process where the expansion of affordable housing units under this provision would go through an accelerated process. That process would be to grant authority of approval at the Staff Review Committee (SRC) level instead of the Planning Board level. No other changes to the project would be allowed, otherwise the project would need to go through the normal Planning Board process. As part of this change, a conversation with the Planning Board should occur to discuss if a member of the Planning Board be added to the SRC process.

Staff is suggesting that we take these steps as the initial consideration for the incentives. Further, evaluation on the impacts should be considered before expanding into areas outside of the immediate downtown area. Also, any consideration of changes to lot coverage, setbacks, lot frontage requirements should be considered outside of the affordable housing incentives based on Council feedback.

As always, staff is prepared to assist the Committee in working through these challenging discussions.



CITY OF BIDDEFORD

Planning and Development Department

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Planning Board – Staff Report

TO: Chair Patoine and Members of the Biddeford Planning Board

FROM: David C.M. Galbraith, Deputy Director / City Planner

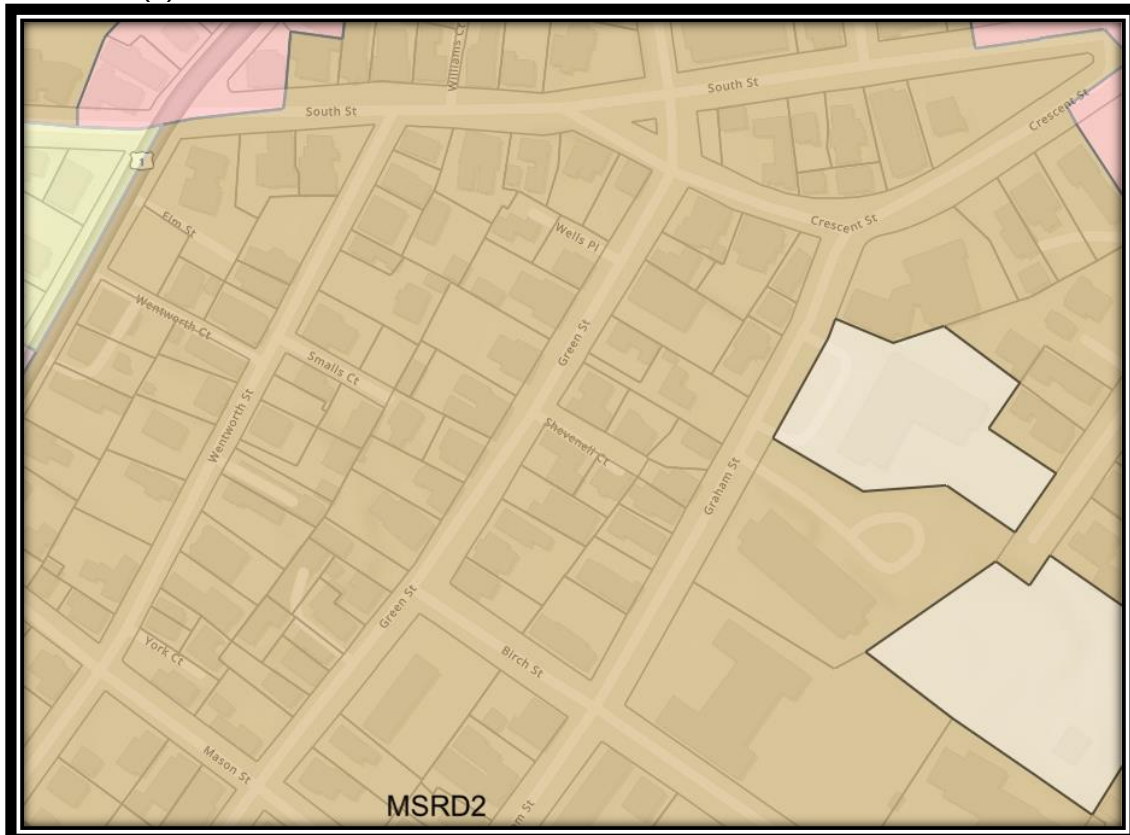
DATE: January 31, 2024

RE: Zoning Ordinance Amendment: Code of Ordinances, Part III: Land Development Regulations, Article V – Establishment of Zones, Amendment to Table B “Dimensional Requirements” to reduce the side and rear yard setback requirements in the City’s MSRD-2 zoning district from ten (10) feet to five (5) feet – FIRST READING

MEETING DATE: November 15, 2023

Overview:

This item was first introduced and discussed with the Planning Board at the 1-17-2024 regular Board meeting under “Planner’s Business”. The proposed zoning text amendment is to Table B “Dimensional Requirements” to reduce the side and rear yard setback requirements in the MSRD-2 zoning district from ten (10) feet to five (5) feet.



Zoning Ordinance Amendment: Code of Ordinances, Part III: Land Development Regulations, Article V – Establishment of Zones, Amendment to Table B “Dimensional Requirements” to reduce the side and rear yard setback requirements in the City’s MSRD-2 zoning district from ten (10) feet to five (5) feet – FIRST READING

Planning Board Meeting: February 3, 2024 – FIRST READING

As the Board is aware, Staff has been reviewing a number of ordinances and has been recommending a number of amendments related to the housing demands the City has been experiencing. When reviewing the MSRD-2 zoning district Staff realized that a large number of existing residential buildings within the MSRD-2 district didn’t meet the required ten (10) foot side and rear setbacks. The proposed five (5) foot setback reduction would allow additional room / flexibility when working with clients on housing rehabilitation projects. In addition, the reduction would bring properties with non-conforming setbacks into closer conformity. When discussing this matter with Roby Fecteau, Director of Code Enforcement he informed me that this Ordinance amendment had previously been discussed with prior City Planners but they never brought the amendment forward for consideration.

When evaluating the dimensional requirements of the MSRD-2 zoning district compared to the MSRD-1 & MSRD-3 (see below excerpt) you will notice that the MSRD-1 & 3 districts require no dimensional setback requirements.

Zoning District	Minimum Lot Size, Square Feet Per Unit A				Frontage			Minimum Setback, Feet**				Maximum Heights+	
	Water and Sewer	Water, No Sewer	Sewer, No Water	Neither Water Nor Sewer	Water and Sewer	Water or Sewer	Neither Water Nor Sewer	From Major R.O.W.	From Other R.O.W.	Side	Rear	Stories	Feet
MSRD-1	None	N/A	N/A	N/A	None	None	None	None	None	None	None	Min. 2 stories or 26 feet; Max. 60 feet	
MSRD-2	2,000 B	N/A	N/A	N/A	50	N/A	N/A	15 R	15 R	10	10	3	35
MSRD-3	None	N/A	N/A	N/A	None	None	None	None	None	None	None	Min. 2 stories or 26 feet	

Staff Recommendations:

Staff is supportive of this amendment and requests that the Planning Board forward a positive recommendation for adoption of the proposed amendments to the City Council to formally adopt:

SAMPLE MOTION #1 – Table A:

- A. Motion to Approve: I motion to APPROVE the proposed Amendments to Code of Ordinances, Part III: Land Development Regulations, Article V – Establishment of Zones, Amendment to Table B “Dimensional Requirements” to reduce the side and rear yard setback requirements in the City’s MSRD-2 zoning district from ten (10) feet to five (5) feet, as written.
- B. Motion to Deny I motion to DENY the proposed Amendment to Code of Ordinances, Part III: Land Development Regulations, Article V – Establishment of Zones, Amendment to Table B “Dimensional Requirements” to reduce the side and rear yard setback requirements in the City’s MSRD-2 zoning district from ten (10) feet to five (5) feet, for the following reasons:
 - 1) _____.
 - 2) _____.
 - 3) _____.
- C. Motion to Table: I motion to TABLE the proposed Amendments to Code of Ordinances, Part III: Land Development Regulations, Article V – Establishment of Zones, Amendment to Table B “Dimensional

Zoning Ordinance Amendment: Code of Ordinances, Part III: Land Development Regulations, Article V – Establishment of Zones, Amendment to Table B “Dimensional Requirements” to reduce the side and rear yard setback requirements in the City’s MSRD-2 zoning district from ten (10) feet to five (5) feet – FIRST READING

Planning Board Meeting: February 3, 2024 – FIRST READING

Requirements” to reduce the side and rear yard setback requirements in the City’s MSRD-2 zoning district from ten (10) feet to five (5) feet, for the following reasons:

- 1) _____.
 - 2) _____.
 - 3) _____.
- _____.