



TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1329 Fax: (207) 439-6806

KITTERY TOWN COUNCIL COUNCIL CHAMBERS

October 11, 2023

6:00PM

Meetings may be watched in person, on Channel 22, the Town's website, or Kittery Channel 22 Facebook page.

The public may submit public comments via email, US Mail, or by dropping off written comments at the Town Hall. Emailed comments should be sent to:
TownComments@kitteryme.org.

The public may participate in person or via Zoom webinar. **To register for the Zoom webinar, click this link:**

https://us02web.zoom.us/webinar/register/WN_zJzyv8JITTKJJSZAXwBMyw

Written comments received by noon on the day of the meeting will become part of the public record and may be read in whole or in summary by the Council Chair.

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes
 - September 11, 2023 – Regular Meeting & Executive Session
8. Interviews for the Board of Appeals and Planning Board

9. All items involving the town attorney, town engineers, town employees or other town consultants or requested offices.

10. PUBLIC HEARINGS

a.(100123-01) The Kittery Town Council moves to hold a public hearing on a Marijuana Retail License – Green Truck.

11. DISCUSSION

- a. Discussion by members of the public (three minutes per person)
- b. Response to public comment directed to a particular Councilor
- c. Chairperson's response to public comments

12. UNFINISHED BUSINESS -

13. NEW BUSINESS

a. Donations/gifts received for Council disposition.

i. (100123-02) The Kittery Town Council moves to accept a donation from Kathryn Hill in the amount of \$15.00 to be deposited into the George Smart Santa Fund, account #1372.

b.(100123-03) The Kittery Town Council moves to schedule a public hearing on October 23, 2023 for Title 12 - Shellfish Conservation.

c.(100123-04) The Kittery Town Council moves to discuss the Town Manager's annual merit increase.

d.(100123-05) The Kittery Town Council moves to appoint a Councilor along with the Chair of the Port Authority to interview Michael O'Keefe for a three-year term on the Kittery Port Authority.

e.(100123-06) The Kittery Town Council moves to approve the request from the Kiwanis Club of the Seacoast to hold the annual Kittery Holiday Parade on Saturday, December 2, with a rain date of Sunday, December 3.

f. (100123-07) The Kittery Town Council moves to appoint the proposed applicants to the Traffic and Parking Ad Hoc Committee.

- Debbie Driscoll - Resident
- John C Perry - Resident
- Kathy Stimson - Resident

- Lawrence Elbroch - Resident
- Jared Lucas – Resident
- Shannon Hill – Business/Commercial Representative
- Jessica Becker – Business/Commercial Representative
- Cyrus Clark – Council Representative
- Cameron Hamm – Council Representative

14. COUNCILOR ISSUES OR COMMENTS

15. COMMITTEE AND OTHER REPORTS

- a. Communications from the Chairperson
- b. Committee Reports

16. EXECUTIVE SESSION

17. ADJOURNMENT

Posted: October 5, 2023



TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

kamaral@kitteryme.org

Town Manager's Report to the Town Council

October 11, 2023

- 1. Senior Tax Stabilization Program Error** – Yesterday we identified an error in approximately 558 tax bills issued this week. We believe issuing correct tax bills is paramount to our work. The tax bill is the only municipal function every single taxpayer engages with us on. We take the trust in that interaction very seriously.

As you know the State Legislature enacted a Senior Tax Stabilization law in 2022, to go into effect this tax year. The intent of the law was to freeze the qualifying tax payer's bill (regardless of change in assessed value) at the same dollar amount (or less) until they no longer live in Maine. Cities and towns, Maine Municipal Association and many others raised significant issues and concerns with implementation of the law; and the legislature repealed it the following session. However, the law remained on the books for this one year, meaning this current tax year, only. We have 558 property owners approved for the program.

Since the spring we have been working with our software companies who manage both our property assessments and tax billing/financial data (MUNIS) on how we were going to implement the law. We believe since the law only applies to Maine and is only in effect for one year, a software-based patch was not a priority for MUNIS.

With a looming deadline to get bills out, we had to develop a work around that bypassed the financial software systems and applied an individual credit to each of the 558 accounts. This was in part why the bills were issued a little later than usual.

We discovered yesterday, when we pulled reports to submit our reimbursement request to the State for the program, that we didn't capture the Homestead or Veterans exemption correctly in the workaround. This means we applied too much credit to the majority of the 558 accounts that received the stabilization credit, while some, specifically those who became first time exemption applicants for other programs, didn't get enough of a credit. The difference ranges from an undercharge of \$380 to overcharge of \$225 for the year. We are still reviewing the calculations to ensure we have applied the law correctly. We have the Assessing Team, Finance Team, and MUNIS working on this. Total estimated impact is an undercharge of approximately \$137,000 in aggregate.

Our plan is to issue a supplemental bill in early November to those accounts that received too much of a credit. To those who did not receive enough of a credit, they will see an additional credit amount on their 2nd tax bill. Any accounts that received too much credit will have the balance due on the second and third tax bills so no late charges will apply.

The net result for each of the 558 taxpayers is that the total amount of property taxes they pay this year will be equal to what they paid last year, or less in the case of those with new exemptions.

2. **Extended Resource Recovery Facility Hours for Fall Yard Waste** – The Kittery Resource Recovery Facility will be open for extended hours on Saturday October 21, October 28, and November 4. On these Saturdays, the facility will be open until 4:15PM.

3. **Street Barriers Removal** – The Foreside street barriers for outside dining will be removed on October 31. We wish to thank Kittery’s artists including Julia Henry, Bethany Moulton, April Palmieri, Janice Bigos, Barbara Tomkins, Heather Dorgan, and Girl Scout Troop 2164.

The tubular delineators (temporary bollards) for the Bike/Pedestrian demonstration project will also be removed on October 31.

4. **November 7 Election** –The election will be held on **November 7, 2023 from 8AM to 8PM at the Kittery Community Center**. The ballot will include local elected positions and state referenda.

Absentee ballots are available at the Town Clerk’s Office.

Candidate Night has been scheduled for October 16, 6:30PM at Town Hall. This is for candidates of local seats, specifically Town Council and School Committee. Candidate Night is hosted by the Student Government of Traip Academy and their advisor. Candidate Night is not led by any local voter group or newspaper. The format and questions are chosen and managed by the students.

For more information about registering to vote and obtaining an absentee ballot, please contact Town Clerk Jillian Richards at 207-475-1313 or at jrichards@kitteryme.org.

Upcoming Dates:

- Float Out at Pepperrell Cove – October 16
- Candidate Night – October 16, 6:30PM, Town Hall
- Halloween Celebration – October 21, 10AM to 1PM, Kittery Community Center
- Community First Non-Profit Fair – October 25, 5PM to 6:30PM, Kittery Community Center
- Trick or Treat – October 30, 5PM to 8PM
- Real Estate Taxes Due – October 31

Respectfully Submitted,



Kendra Amaral
Town Manager



Absentee ballots are now available for the November 7, 2023 Municipal & State Referendum Election. Voters can request an absentee ballot until 6 PM on November 2, 2023.

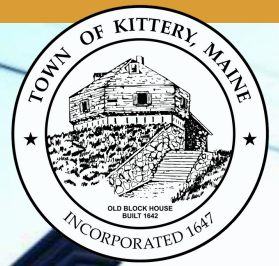
- Request by phone: 207-475-1313 & 207-475-1312.
- Request online at www.kitteryme.gov/elections.
- Request in person at the Customer Service Center:
 - Monday - Wednesday: 8:30 AM - 4:00 PM
 - Thursday: 8:30 AM - 6:00 PM
 - Friday: 8:30 AM - 1:30 PM

Completed absentee ballots may be returned using the secure drop box outside of Town Hall, located at 200 Rogers Road, until 4:00 PM on Monday, November 6, 2023.

After the close of business on Monday, all absentee ballots must be returned directly to the polls on Election Day.

FOR MORE INFORMATION, VISIT: WWW.KITTERYME.GOV/ELECTIONS

YOUR VOTE MATTERS, SO CAST YOUR BALLOT AND LET YOUR VOICE BE HEARD!



Kittery Resource Recovery Facility

THE KITTEERY RESOURCE RECOVERY FACILITY WILL BE OBSERVING EXTENDED HOURS IN OCTOBER & NOVEMBER

The Kittery Resource Recovery Facility (KRRF) will be observing extended hours this fall to assist residents with leaf, brush and grass clipping disposal.

EXTENDED KRRF HOURS WILL BE OBSERVED ON THE FOLLOWING DATES:

- Saturday, October 21 from 7:15 AM - [4:15 PM](#)
- Saturday, October 28 from 7:15 AM - [4:15 PM](#)
- Saturday, November 4 from 7:15 AM - [4:15 PM](#)

**FOR MORE INFORMATION, PLEASE VISIT:
WWW.KITTERYME.GOV/KRRF**



TOWN OF KITTERY



SUMMER 2023

TRAFFIC DEMONSTRATION PROJECT SURVEY

ABOUT THE PROJECT(S)

This summer, the Town of Kittery implemented a series of temporary demonstration projects throughout town, aimed at improving conditions for pedestrians and cyclists.



PROVIDE YOUR FEEDBACK

The Town of Kittery has launched the Kittery Moves Together survey to gather feedback and information about how the temporary designs impacted your driving, walking, and cycling experience in the project areas. The survey has 9 questions and takes less than four minutes to complete.

To share your feedback, please scan the QR code below or visit our website at www.kitteryme.gov/kitterymovestgether.

ATTEND OUR NEXT PUBLIC INPUT SESSION

OCTOBER 4, 2023 | 6 PM | COUNCIL CHAMBERS & ZOOM



The Kittery Climate Action Plan Task Force Presents

PROPOSED CLIMATE ACTION STRATEGIES & SURVEY

Kittery's Climate Action Plan Task Force has been working to develop a plan to reduce greenhouse gas emissions and adapt to the impacts of climate change. 29 proposed climate action strategies have been identified by community input, and are now available for review and feedback.

REVIEW THE 29 PROPOSED CLIMATE ACTION STRATEGIES & TAKE THE SURVEY TO PROVIDE YOUR COMMENTS.



To review the strategies and take the survey, please scan the QR code below or visit: www.kitteryme.gov/CAP.

Kittery's Climate Action Plan Task Force has been working to develop a plan to reduce greenhouse gas emissions and adapt to the impacts of climate change. The full plan will go to the Town Council for adoption in December 2023.



For more info about how to get involved, visit:
www.kitteryme.gov/CAP




**SOUTHERN MAINE
CAP COHORT**




BOARDS CURRENTLY SEEKING MEMBERS, ALTERNATES OR POOL APPLICANTS

Board of Assessment Review
Climate Adaptation Committee
Comprehensive Plan Committee
Economic Development Committee
Educational Scholarship Committee
Housing Committee
Land Issues Committee
Parks Commission
Port Authority
Shellfish Conservation Commission

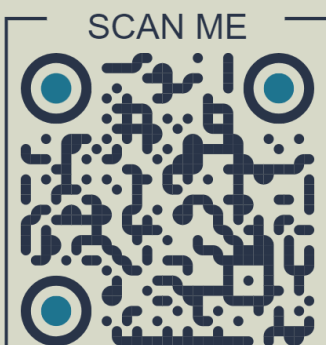
FOR MORE INFORMATION

 207-475-1313

 jrichards@kitteryme.org

 200 Rogers Road
Kittery, ME 03908

APPLY TODAY



GET INVOLVED



JOIN A TOWN OF KITTERY BOARD, COMMITTEE OR COMMISSION

The Town of Kittery is seeking unique ideas, problem-solving abilities and personal experience to help shape the future of Kittery.

Tell Me More!

- Learn about local government and find new ways to address community challenges and concerns.
- Meet new people with various talents and share ideas that make a difference.

How Often Do Boards Meet?

- Some boards meet once a month, while others meet more frequently. Find one that suits your schedule.
- Participate in meetings and workshops in-person, or remotely via Zoom for more flexibility.

Apply Today!

- To download or complete an application, please visit: www.kitteryme.gov/getinvolved.

SUBSCRIBE



TO TOWN OF KITTERY E-ALERTS

Subscribe to Town of Kittery e-alerts to receive notifications via e-mail about important Town of Kittery news, announcements, events, and much more!



SCAN ME

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Stay connected for the latest and greatest from the Town of Kittery!



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on Instagram @KitteryTownHall



on Twitter (X) @TownofKittery



on LinkedIn @town-of-kittery-maine

For more information, please visit www.kitteryme.gov.

1
2 **KITTERY TOWN COUNCIL**
3 **September 11, 2023**

4
5 1. Call to Order

6 Vice Chair McGuire called the meeting to order at 6:00 PM.

7 2. Introductory

8 3. Pledge of Allegiance

9 4. Roll Call Councilors present Councilor Bragg, Councilor Clark, Councilor Hamm,
10 Councilor Stevens.

11 Councilors not in attendance- Councilor Dow and Chair Spiller

12 5. Agenda Amendment and Adoption

13 Vice Chair McGuire cast one vote to adopt Agenda as presented.

14 6. Town Manager's Report

15 Town Manager reported on the Climate Action Open House and the November 7 Election.

16 Upcoming dates:

17 Shellfish License Issuance Day – September 23

18 Proposed Climate Actions Open House –September 23

19 3rd Annual Taste of Kittery – September 23

20 Route 1 Corridor Feasibility Study Info Session – September 27

21
22 7. Acceptance of Previous Minutes

- 23 • July 17, 2023

24
25 All were in favor of accepting minutes as presented.

26
27 8. Interviews for the Board of Appeals and Planning Board- None

28
29 9. All items involving the town attorney, town engineers, town employees or other town
30 consultants or requested offices.

32 a. (090123-01) The Kittery Town Council moves to establish an overlay amount of
33 \$_____, resulting in a mil rate of _____ per mil, and to charge an interest rate
34 of 4% per annum on past due accounts and an interest rate of 2% on overpayment
35 of property taxes, and confirms the dates of October 31, 2023, February 15, 2024
36 and May 31, 2024, as the due dates for property and personal taxes.

37 Paul McKenney, Assessor, gave a presentation.

38 Councilor Stevens moves to establish an overlay amount of \$163,630 resulting in a MIL rate of
39 \$13.61 and to charge an interest rate of 4% per annum on past due accounts and an interest
40 rate of 2% on overpayment of property taxes, and confirms the dates of October 31, 2023,
41 February 15, 2024 and May 31, 2024, as the due dates for property and personal taxes,
42 seconded by Councilor Hamm.

43 Councilor Clark asked about the tax increase exemption and what exemption that was.
44 Mr. McKenney responded.

45
46 Vice Chair McGuire stated that all this means a less than a 1% increase on the budget and
47 that given the economy we are in we are very lucky to see such a small increase. He also
48 thanked Mr. McKenney for his presentation and his hard work.

49
50 Motion passes
51 5-0-0

52
53 10. PUBLIC HEARINGS

54 11. DISCUSSION

55 a. Discussion by members of the public (three minutes per person)

56
57 Vice Chair McGuire read an email from Vanessa Marquez, 55 Woodlawn Ave, where she
58 inquired as to when the Town planned on replacing the trees removed from the Emery Field
59 Project alongside the Pickleball courts.

60
61
62 Vice Chair McGuire read an email from Filomena Knowles, 2 Estuary Drive, where she
63 reported she does not believe that the additional funds of the Town should go to non-essential
64 programs and should have gone to schools, Police and Fire Departments as well as road
65 maintenance.

66
67 b. Response to public comment directed to a particular Councilor

68 c. Chairperson's response to public comments

69 Vice Chair McGuire asked the Town Manager to respond to Vanessa Marquez.

70 Vice Chair McGuire responded to Filomena Knowles.

71 12. UNFINISHED BUSINESS -

72 13. NEW BUSINESS

73 a. Donations/gifts received for Council disposition.

74 b.(090123-02) The Kittery Town Council moves to accept a request from St. Raphaels
75 Church to place signage around town from October 21, 2023 to November 5, 2023,
76 for their annual Holiday Bazaar.

77 Move to approve the request by Councilor Clark, seconded by Councilor Bragg.
78 Motion passes 5-0-0

79
80 c. (090123-03) The Kittery Town Council moves to approve the Annual General
81 Assistance Appendices A-H for the 2023-2024 year.

82 Town Clerk, Jillian Richards gave an overview.

83 Vice Chair McGuire moves to accept, seconded by Councilor Stevens.

84 Motion passes
85 5-0-0

86
87 14. COUNCILOR ISSUES OR COMMENTS

88 Councilor Bragg stated that there will be a September gathering for the Youth Ad Hoc
89 Committee, there was a break for the DEI Committee and The Climate Committee will be
90 seeing the community on September 23 to discuss what we can do for climate adaption.

91 Councilor Stevens wanted to acknowledge that today is the anniversary for September 11. She
92 wanted to comment on the letter received about the distribution of the Towns surplus funds.
93 She stated that she believes it is the Councils responsibility to take care of everyone within the
94 Town and that the distribution of the funds was fair and appropriate. She also stated that the
95 Seacoast BIPOC festival is happening on September 24 in Portsmouth held at the Vida
96 Cantina.

97 Councilor Clark stated that Vice Chair McGuire did a great job tonight.

98 Councilor Hamm stated his appreciation of the Vice Chair filling in tonight. He also stated that
99 he echoes Councilor Stevens comments regarding September 11. He discussed a recent
100 family trip to New York and how the country has rebuilt. He also thanked the Kittery Dems for
101 hosting the annual picnic this past weekend.

102 Vice Chair McGuire thanked everyone for their comments and support. He stated that 9/11 had
103 a huge impact on our country and we lost many people on that day. He also discussed that
104 there is unfortunately more degradation in adherence to ethics in our judiciary system and
105 people should be paying attention and holding our local officials responsible for this.

106 15. COMMITTEE AND OTHER REPORTS

- 107 a. Communications from the Chairperson
108 b. Committee Reports

109 Councilor Hamm stated that the Housing Committee continue to have discussions on
110 implementing LD 2003 and that the implementation should be ready to go on December 31 of
111 this year.

112 Vice Chair McGuire stated that we are fortunate to be in community that has forward thinking
113 when it comes to housing as the ADU's were looked at in a positive way by the State.

114 16. EXECUTIVE SESSION

115 17. ADJOURNMENT

116
117 Move to adjourn made by Councilor Hamm, seconded by Councilor Stevens.
118 All were in favor.

119
120
121 Submitted by Jennifer Wheeler

122
123 Disclaimer: The following minutes constitute the author's understanding of the meeting. Whilst
124 every effort has been made to ensure the accuracy of the information, the minutes are not
125 intended as a verbatim transcript of comments at the meeting, but a refer to the video of the
126 meeting on the Town of Kittery website.



TOWN OF KITTERY
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1329 Fax: 207-439-6806

REPORT TO TOWN COUNCIL

Meeting Date: October 11, 2023
From: Kendra Amaral, Town Manager
Subject: Marijuana Business License – GTF Kittery 8, LLC, 89 Route 236
Council Sponsor: N/A

STAFF REVIEW

Title 5.11.5.D requires that no license may be granted by the Town until the Town Manager, Police Chief, Fire Chief, Code Enforcement Officer and other staff as deemed appropriate by the Town Manager have all made positive recommendations regarding the applicant's ability to comply with this title or any other applicable Town ordinance, Planning Board conditions of approval, or state or federal law enforced by such officials.

SUBMISSION REQUIREMENTS

The applicant has provided all of the submission requirements for the license. These are:

- Proof of right title, or interest in the premises: Attached
- Applicant's state license application and supporting documentation, as submitted to the state licensing authority, if a state license is required: Attached
- Evidence of all state approvals or conditional approvals required to operate the business: Attached
- Attested copies of any articles of incorporation, bylaws, operating agreement, partnership agreement or articles of association that govern the entity that will own and/or operate the business: Attached
- An affidavit on a form to be provided by the town that identifies all owners, officers, members, managers or partners of the applicant, their ownership interests, and their places of residence at the time of the application and for the immediately preceding three years: Attached
- A release for each applicant and for each officer, owner, member, manager or partner of the applicant seeking a license allowing the Town of Kittery or its officials to obtain criminal records and other background information related to the individual: Attached
- Evidence of all land use approvals or conditional land use approvals required to operate the business, including but not limited to building permit, special exception approval, site plan review approval, and/or a change of use permit: Attached
- Evidence of all other local approvals or conditional approvals required to operate the business, including any applicable food or victualer's license: Not Applicable
- A description of the premises for which the license is sought, including a plan of the premises: Attached
- A copy of any state or municipal license held for any other marijuana business, including any home occupation, owned or operated by the applicant or by any officer, owner, subsidiary, member, manager or partner of the applicant, as well as any notices of violation received from the state or municipality

for such marijuana business and proof that any violation has been resolved: Attached. No notices of violation identified.

- An operations plan, describing the applicant's security plan; provisions to ensure against loitering and using marijuana and marijuana products on or near the premises; protocols for hiring and training employees; experience and training in the state of Maine's tracking systems as applicable; protocols for odor control and disposal of waste marijuana or marijuana products; protocols for ensuring the safety and security of product; and fire suppression annual certification: Attached
- Certification from the fire chief that the location of the marijuana business or medical marijuana registered caregiver home establishment on the subject premises will not pose an undue risk of fire or other safety hazard: Attached

STAFF RECOMMENDATIONS

The application has been reviewed by staff and determined to be in compliance with Title 5.11 Marijuana Businesses.

The site plan was reviewed by the Planning Board and approved with conditions.

The operating plan is reasonable to address the areas of interest to the Town related to public health, welfare, morals, and safety interest inclusive of security, staff training, odor management, and traffic flow.

The applicant is seeking a sewer extension. A sewer extension petition for this parcel was approved by Council on June 27, 2022. No further Council action on this is anticipated to be needed.

Based on the review conducted, the staff recommend approval of the license.

ATTACHMENTS

- Application
- Proof of Right Title or Interest
- State Marijuana License Application
- Other Permits and Approvals
- Articles of Incorporation
- Background Check Authorization
- Land Use Approval
- Description of Premises
- Other Licenses Held
- Operations Plan
- Approval of Public Safety
- Petition to Extend Sewer
- Council Action on June 2022 Petition to Extend Sewer



TOWN OF KITTERY
Planning & Development Department
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1307 Fax: 207-439-6806

Jason Garnham, AICP
Director

TO: KENDRA AMARAL, TOWN MANAGER
FROM: JASON GARNHAM, DIRECTOR OF PLANNING AND DEVELOPMENT
RE: MARIJUANA BUSINESS LICENSE APPLICATION, 89 ROUTE 236
DATE: OCTOBER 11, 2023

SUMMARY:

Joshua Seymour of JD Investments, LLC proposes to operate an adult use cannabis retail business in an existing commercial building located at 89 Route 236, next to an existing Aroma Joe's coffee shop/ food retailer. Kittery's Planning Board voted 5-0-1 during their September 14, 2023 meeting to approve this application along with a Site Plan application proposing upgrades to wastewater and parking facilities at the site. In accordance with Section 5.11.5 of Kittery's Town Code, Mr. Seymour's Marijuana Business License application must also be reviewed and approved by Kittery's Town Council after a public hearing before the license can be issued.

BACKGROUND:

89 Route 236, also identified Lot 14-2 of Tax Map 28, is a 1.4-acre property that is currently developed with a 2,578-square foot commercial building with associated parking facilities and utilities. JD Investments, LLC is the property owner. The property is accessed from Route 236 via a driveway that is shared with a storage facility located on the abutting property to the north. The building contains two separate retail spaces on the ground floor and storage/ office space in the 3/4 -story second floor. The proposed adult use cannabis business would replace an existing CBD retail business, which is NOT considered a marijuana business.

As approved by the Kittery Planning Board and the Maine Department of Transportation, the applicant is required to design and construct sewer facilities to connect to the force main which currently terminates at Mackenzie Lane, construct additional on-site parking facilities, and pay a traffic impact fee of \$200,000 to contribute to planned improvements to Route 236 prior to commencing the proposed business use. Proposed sewer facilities located in public right-of-way are the subject of a separate petition for public acceptance to be reviewed by the Council.

Title 5.11.5.D specifies that no marijuana business license applications may be granted by the Town until the Town Manager, Police Chief, Fire Chief, Code Enforcement Officer, and other staff as deemed appropriate by the Town Manager have all made positive recommendations regarding the applicant's ability to comply with all applicable Town ordinances, Planning Board conditions of approval, or other applicable regulations. As evidenced by the Town's permit system records, all applicable staff reviewed and recommend approval of this Marijuana License Application and all submission requirements were fulfilled by the applicant.

OTHER RESOURCES:

September 14, 2023 Planning Board meeting packet: [greentruck_combined.pdf \(kitteryme.gov\)](#)

September 14, 2023 Planning Board meeting video: [Stream Video - Town Hall Streams](#)

Chapter 5.11 Marijuana Businesses: [Town of Kittery, ME Marijuana Businesses \(ecode360.com\)](#)


MB-23-1

Marijuana Business License
Status: Active
Submitted On: 3/24/2023

Primary Location

89 ROUTE 236, Unit 2
KITTERY, ME 03903
Owner
JD Investments, LLC
Buffum Road 19 North Berwick, Maine 03906

Applicant

 Joshua Seymour
 207-432-6000
 josh@greentruckfarm.com
 19 Buffum Road
Unit 6
North Berwick, ME 03906

Applicant's or Applicant's Agent's Information

Name*

Joshua Seymour

Mailing Address*

19 Buffum Road Unit 6 North Berwick, ME 03906

Phone Number*

207-432-6000

Email Address*

josh@greentruckfarm.com

Relationship to company*

Manager

Business Information

Name of Company*

GTF Kittery 8, LLC

Corporate Structure of Company*

LLC

Mailing Address of Company*

89 Route 236 Unit 3 Kittery, ME 03904

Phone Number of Company*

207-432-6000

Email Address of Company*

josh@greentruckfarm.com

Maine Tax Identification Number of Company*

87-2507423

Name and position of all company officers*

Joshua Seymour - Manager

Name of individual or entity seeking license*

GTF Kittery 8, LLC

Property Information

Street Address of Premises*

89 Route 236 Kittery, ME 03904

Property Owner's Name*

JD Investments, LLC

Premises Zoning* ?

Commercial - 2 (C-2)

Premises Overlay Zoning* ?

Not Applicable

Property Owner's Mailing Address*

19 Buffum Road Unit 6 North Berwick, ME 03906

Property Owners' Phone Number*

207-432-6000

Type of License Requested

Please select the license that you are applying for:*

Marijuana Retail Store

Marijuana Business Operation Information

Please provide a brief narrative of the nature of your business operation. Please note that a more detailed operation plan will need to be included for marijuana retail stores and must be added as an attachment.*

The nature of the business operations will be an Adult-Use Marijuana Store. The Applicant is not seeking any additional cannabis uses at the property.

Acknowledgement and Certification

I certify that all information on this application and all documentation is true and accurate to the best of my abilities. I further acknowledge that any misleading or false information may be grounds for the rejection of this application.*

✓ Joshua Seymour
Mar 8, 2023

I acknowledge that this is an application for a license to operate a marijuana business in the Town of Kittery and that the completion and submittal of this application does not constitute town authorization.*

✓ Joshua Seymour
Mar 8, 2023

Date	Activity
3/8/2023, 3:05:01 PM	Joshua Seymour altered Record MB-23-1, changed ownerPhoneNo from "" to "207-432-6000"
3/8/2023, 3:05:01 PM	Joshua Seymour altered Record MB-23-1, changed ownerPostalCode from "" to "03906"
3/8/2023, 3:05:01 PM	Joshua Seymour altered Record MB-23-1, changed ownerState from "" to "Maine"
3/8/2023, 3:05:01 PM	Joshua Seymour altered Record MB-23-1, changed ownerStreetName from "" to "Buffum Road"
3/8/2023, 3:05:01 PM	Joshua Seymour altered Record MB-23-1, changed ownerStreetNo from "" to "19"
3/8/2023, 3:05:01 PM	Joshua Seymour altered Record MB-23-1, changed ownerUnit from "" to "6"
3/13/2023, 7:52:25 AM	Joshua Seymour added attachment 89 Route 236 Lease.pdf to Record MB-23-1
3/13/2023, 7:59:51 AM	Joshua Seymour added attachment GTF Kittery 8 LLC Agreement.pdf to Record MB-23-1
3/13/2023, 8:21:37 AM	Joshua Seymour added attachment Green Truck Farms Resale Certificate.tif to Record MB-23-1
3/13/2023, 8:22:05 AM	Joshua Seymour added attachment Green Truck Farms Food Establishment License.jpg to Record MB-23-1
3/13/2023, 8:22:24 AM	Joshua Seymour added attachment Green Truck Farms Tobacco License .pdf to Record MB-23-1
3/13/2023, 8:22:38 AM	Joshua Seymour removed attachment GTF Kittery 8 LLC Agreement.pdf from Record MB-23-1
3/13/2023, 8:23:50 AM	Joshua Seymour added attachment GTF Kittery 8 LLC Agreement.pdf to Record MB-23-1
3/13/2023, 8:39:58 AM	Joshua Seymour added attachment Conditional License AU Mnf Green Truck Farms 5.pdf to Record MB-23-1
3/13/2023, 8:40:58 AM	Joshua Seymour added attachment ConditionalLicense AU Store Green Truck Farms 6.pdf to Record MB-23-1
3/13/2023, 8:41:13 AM	Joshua Seymour added attachment Conditional License AU Store Green Truck Farms 7.pdf to Record MB-23-1
3/13/2023, 9:49:33 AM	Joshua Seymour added attachment Green Truck Farms Consent Agreement.pdf to Record MB-23-1
3/13/2023, 9:50:39 AM	Joshua Seymour added attachment North Berwick NOV.pdf to Record MB-23-1
3/13/2023, 9:51:27 AM	Joshua Seymour removed attachment Green Truck Farms Consent Agreement.pdf from Record MB-23-1
3/13/2023, 9:51:28 AM	Joshua Seymour removed attachment North Berwick NOV.pdf from Record MB-23-1
3/13/2023, 10:16:55 AM	Joshua Seymour added attachment Green Truck Employee Handbook.pdf to Record MB-23-1
3/13/2023, 10:18:08 AM	Joshua Seymour added attachment Green Truck Safety and Health Handbook .pdf to Record MB-23-1
3/15/2023, 12:00:21 PM	Joshua Seymour added attachment North Berwick NOV.pdf to Record MB-23-1
3/15/2023, 12:01:21 PM	Joshua Seymour added attachment Green Truck Farms Consent Agreement.pdf to Record MB-23-1
3/15/2023, 12:01:29 PM	Joshua Seymour removed attachment North Berwick NOV.pdf from Record MB-23-1
3/15/2023, 12:02:16 PM	Joshua Seymour added attachment North Berwick NOV.pdf to Record MB-23-1
3/15/2023, 12:42:07 PM	Joshua Seymour added attachment 89 Route 236 Odor Control Plan.docx.pdf to Record MB-23-1
3/15/2023, 1:16:25 PM	Joshua Seymour added attachment 89 Route 236 Waste Management Plan.pdf to Record MB-23-1

Date	Activity
3/15/2023, 1:45:16 PM	Joshua Seymour altered Record MB-23-1, changed ownerCity from "" to "North Berwick"
3/15/2023, 1:45:16 PM	Joshua Seymour altered Record MB-23-1, changed ownerEmail from "" to "josh@greentruckfarm.com"
3/15/2023, 1:45:16 PM	Joshua Seymour altered Record MB-23-1, changed ownerName from "" to "JD Investments, LLC"
3/15/2023, 1:45:16 PM	Joshua Seymour altered Record MB-23-1, changed ownerPhoneNo from "" to "207-432-6000"
3/15/2023, 1:45:16 PM	Joshua Seymour altered Record MB-23-1, changed ownerPostalCode from "" to "03906"
3/15/2023, 1:45:16 PM	Joshua Seymour altered Record MB-23-1, changed ownerState from "" to "Maine"
3/15/2023, 1:45:16 PM	Joshua Seymour altered Record MB-23-1, changed ownerStreetName from "" to "Buffum Road "
3/15/2023, 1:45:16 PM	Joshua Seymour altered Record MB-23-1, changed ownerStreetNo from "" to "19"
3/15/2023, 1:45:16 PM	Joshua Seymour altered Record MB-23-1, changed ownerUnit from "" to "6"
3/15/2023, 1:47:06 PM	Joshua Seymour altered Record MB-23-1, changed ownerPhoneNo from "207-432-6000" to "2074326000"
3/16/2023, 10:01:54 AM	Joshua Seymour added attachment 89 Route 236 Hiring and Training.pdf to Record MB-23-1
3/22/2023, 1:50:07 PM	Joshua Seymour removed attachment Green Truck Farms Resale Certificate.tif from Record MB-23-1
3/22/2023, 1:57:43 PM	Joshua Seymour added attachment Green_Truck_Farms_Resale_Certificate_Mon_Mar_13_2023_08-21-37.tif to Record MB-23-1
3/22/2023, 2:20:15 PM	Joshua Seymour removed attachment GTF Kittery 8 LLC Agreement.pdf from Record MB-23-1
3/22/2023, 2:25:37 PM	Joshua Seymour removed attachment Green Truck Employee Handbook.pdf from Record MB-23-1
3/22/2023, 2:28:45 PM	Joshua Seymour removed attachment Green Truck Safety and Health Handbook .pdf from Record MB-23-1
3/24/2023, 7:52:20 AM	Joshua Seymour removed attachment Green Truck Farms Consent Agreement.pdf from Record MB-23-1
3/24/2023, 7:52:21 AM	Joshua Seymour removed attachment North Berwick NOV.pdf from Record MB-23-1
3/24/2023, 8:04:20 AM	Joshua Seymour added attachment Consent Agreement.pdf to Record MB-23-1
3/24/2023, 9:40:12 AM	Joshua Seymour added attachment Conditional License AU Cultivation Green Truck Farms.pdf to Record MB-23-1
3/24/2023, 9:40:44 AM	Joshua Seymour removed attachment 89 Route 236 Odor Control Plan.docx.pdf from Record MB-23-1
3/24/2023, 9:40:51 AM	Joshua Seymour removed attachment 89 Route 236 Waste Management Plan.pdf from Record MB-23-1
3/24/2023, 9:47:51 AM	Joshua Seymour added attachment 89 Route 236 Odor Control Plan.pdf to Record MB-23-1
3/24/2023, 9:51:08 AM	Joshua Seymour added attachment 89 Route 236 Waste Management Plan.pdf to Record MB-23-1
3/24/2023, 9:55:33 AM	Joshua Seymour removed attachment 89 Route 236 Hiring and Training.pdf from Record MB-23-1
3/24/2023, 9:59:00 AM	Joshua Seymour added attachment 89 Route 236 Hiring and Training.pdf to Record MB-23-1
3/24/2023, 1:04:05 PM	Joshua Seymour removed attachment Consent Agreement.pdf from Record MB-23-1

Date	Activity
3/24/2023, 1:12:08 PM	Joshua Seymour removed attachment 89 Route 236 Odor Control Plan.pdf from Record MB-23-1
3/24/2023, 1:19:23 PM	Joshua Seymour added attachment 89 Route 236 Odor Control Plan.pdf to Record MB-23-1
3/24/2023, 1:24:09 PM	Joshua Seymour added attachment Consent Agreement.pdf to Record MB-23-1
3/24/2023, 1:25:29 PM	Joshua Seymour submitted Record MB-23-1
3/24/2023, 1:25:32 PM	approval step Application Completeness & Zoning Verification was assigned to Kearsten Metz on Record MB-23-1
3/27/2023, 1:41:28 PM	Kearsten Metz approved approval step Application Completeness & Zoning Verification on Record MB-23-1
3/28/2023, 11:49:11 AM	completed payment step Licensing Fees on Record MB-23-1
3/28/2023, 11:49:13 AM	approval step Code Enforcement Office Review was assigned to Craig Alfis on Record MB-23-1
3/28/2023, 11:49:13 AM	approval step Town Planner Review was assigned to Jason Garnham on Record MB-23-1
3/28/2023, 11:56:54 AM	Craig Alfis assigned approval step Code Enforcement Office Review to Kearsten Metz on Record MB-23-1
4/11/2023, 1:24:13 PM	Kearsten Metz approved approval step Code Enforcement Office Review on Record MB-23-1
9/21/2023, 10:12:40 AM	Jason Garnham approved approval step Town Planner Review on Record MB-23-1
9/21/2023, 10:12:42 AM	approval step Planning Board Application Submitted was assigned to Jason Garnham on Record MB-23-1
9/21/2023, 10:13:14 AM	Jason Garnham approved approval step Planning Board Application Submitted on Record MB-23-1
9/21/2023, 10:13:15 AM	approval step Fire Department Certification was assigned to Dave O'Brien on Record MB-23-1
9/21/2023, 10:13:15 AM	approval step Planning and Development Review was assigned to Jason Garnham on Record MB-23-1
9/21/2023, 10:13:15 AM	approval step Police Approval and Background Check was assigned to Danielle Lindman on Record MB-23-1
9/21/2023, 10:13:58 AM	Jason Garnham approved approval step Planning and Development Review on Record MB-23-1
9/25/2023, 1:56:01 PM	Danielle Lindman approved approval step Police Approval and Background Check on Record MB-23-1
10/2/2023, 12:26:48 PM	Dave O'Brien approved approval step Fire Department Certification on Record MB-23-1
10/2/2023, 12:26:49 PM	approval step Town Manager Review was assigned to Kendra Amaral on Record MB-23-1
10/4/2023, 2:16:45 PM	Kendra Amaral approved approval step Town Manager Review on Record MB-23-1

Timeline

Label	Activated	Completed	Assignee	Due Date
✓ Application Completeness & Zoning Verification	3/24/2023, 1:25:31 PM	3/27/2023, 1:41:28 PM	Kearsten Metz	-
✓ Planning Board Application Submitted	9/21/2023, 10:12:41 AM	9/21/2023, 10:13:14 AM	Jason Garnham	-

Label	Activated	Completed	Assignee	Due Date
✓ Fire Department Certification	9/21/2023, 10:13:15 AM	10/2/2023, 12:26:48 PM	Dave O'Brien	-
✓ Code Enforcement Office Review	3/28/2023, 11:49:12 AM	4/11/2023, 1:24:13 PM	Kearsten Metz	-
✓ Town Planner Review	3/28/2023, 11:49:12 AM	9/21/2023, 10:12:40 AM	Jason Garnham	-
✓ Planning and Development Review	9/21/2023, 10:13:15 AM	9/21/2023, 10:13:58 AM	Jason Garnham	-
✓ Town Manager Review	10/2/2023, 12:26:48 PM	10/4/2023, 2:16:45 PM	Kendra Amaral	-
✓ Police Approval and Background Check	9/21/2023, 10:13:15 AM	9/25/2023, 1:56:01 PM	Danielle Lindman	-
💰 Licensing Fees	3/27/2023, 1:41:30 PM	3/28/2023, 11:49:11 AM	Joshua Seymour	-
📄 Town Manager Letter	10/4/2023, 2:16:46 PM	10/4/2023, 2:16:46 PM	-	-
✓ Application added to Town Council Agenda	10/4/2023, 2:16:46 PM	-	-	-
✓ Town Council Approval	-	-	-	-
✓ Planning Board Approval	-	-	-	-
📄 Conditional License	-	-	-	-
📄 License Issuance	-	-	-	-

No Transfer Tax

WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS: That **Joshua J. Seymour**, a single man of 8 Deer Ridge Lane, Kittery, Maine 03904 and **David P. Drolet, Trustee of the David P. Drolet Revocable Trust**, with a mailing address of 34 Stowcroft Drive, Hampton, NH 03842, for minimal consideration paid, **grant to JD Investments, LLC**, a Maine Limited Liability Company with an address of 19 Buffum Road, Unit 6, North Berwick, Maine 03906, with WARRANTY COVENANTS the following described premises:

A certain lot or parcel of land, together with any improvements located thereon, situated on the westerly side of Route 236 in the Town of Kittery, County of York and State of Maine and being shown as "LOT #2" on a certain plan entitled "SUBDIVISION OF LAND OF PETER J. PAUL, TRUSTEE OF THE PAOLUCCI REALTY TRUST, U.S. ROUTE 236, KITTERY, MAINE, PREPARED FOR PETER J. PAUL", dated 18 April 2013, and most recently revised 02/20/14, and approved by Kittery Planning Board on 20 February 2014, which plan is recorded in the York County Registry of Deeds at Plan Book 366, Page 28.

Said lot is conveyed with the benefit of an easement as set forth in the Easement Deed of Peter J. Paul, Trustee of the Paolucci Realty Trust to AMP Realty Holdings, LLC dated March 5, 2014 and recorded in the York County Registry of Deeds at Book 16787, Page 185.

Meaning and intending to describe and convey the same premises conveyed to Joshua J. Seymour, individually and David P. Drolet as Trustee of the David P. Drolet Revocable Trust, by virtue of a Warranty Deed recorded on December 16, 2019 at York County Registry of Deeds, Book 18124, Page 262.

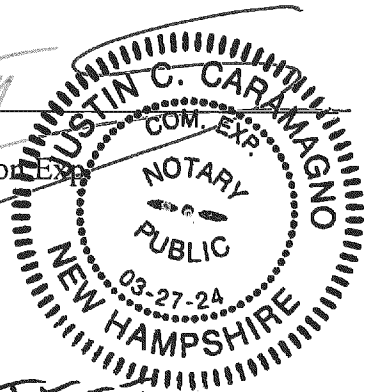
This transaction is exempt from transfer tax pursuant to MRSA 36:711-A §4641-C,19.

Executed this 16th day of June, 2020.

X Joshua J. Seymour
Joshua J. Seymour

State of NH
County of Roch

On this 16th day of June, 2020, before me, personally appeared Joshua J. Seymour, known to me or satisfactorily proven to be the person whose name is subscribed in the foregoing instrument, and acknowledged that he executed the same for the purposes set forth therein, and did so of his own free and voluntary act.

Justin C. Caramagno
Notary Public
My Commission Exp. 03-27-24


Executed this 11th day of June, 2020.

David P. Drolet, TTEE
David P. Drolet, Trustee

State of ~~New Hampshire~~ Maine
County of York

On this 11 day of June, 2020, before me, personally appeared David P. Drolet, as Trustee of the David P. Drolet Revocable Trust known to me or satisfactorily proven to be the person whose name is subscribed in the foregoing instrument, and acknowledged that he executed the same for the purposes set forth therein, and did so of his own free and voluntary act.

Heather A. Legere
Notary Public
My Commission Exp. November 20, 2021
HEATHER A. LEGERE
NOTARY PUBLIC, MAINE
My Commission Expires November 20, 2021

TRUSTEE CERTIFICATE

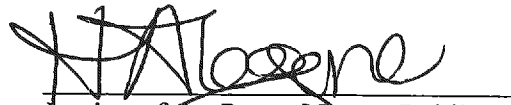
The undersigned trustee as Trustee under the David P. Drolet Revocable Trust, and thereto has full and absolute power in said trust agreement to convey any interest in Real Estate and improvements thereon held in said trust and no purchaser or third party shall be bound to inquire whether the trustee has said power or is properly exercising said power or to see to the application of any trust asset paid to the trustee for a conveyance thereof.

Executed this 11th day of June, 2020.


David P. Drolet, Trustee

State of ~~New Hampshire~~ Maine
County of York

On this, the 11 day of June, 2020, before me, personally appeared David P. Drolet, Trustee of the David P. Drolet Revocable Trust, known to me, or satisfactorily proven to be the person whose name is subscribed in the foregoing instrument, and acknowledged that he executed the same for the purposes set forth therein.


Justice of the Peace/Notary Public
My Commission Expires: _____

HEATHER A. LEGERE
NOTARY PUBLIC, MAINE
My Commission Expires November 20, 2021

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



This certifies that


GTF KITTERY 8, LLC
License Number AMS1358

has been issued a **CONDITIONAL** license as an
ADULT USE CANNABIS STORE
under 28-B MRS. This does **NOT** permit the licensee to engage in any activity.

NOTE: THIS IS NOT AN ACTIVE LICENSE

Issued on:
March 17, 2023

Expires on:
March 16, 2024



John Hudak, Director
OFFICE OF CANNABIS POLICY
MAINE ADULT USE CANNABIS
PROGRAM

To make a complaint about this licensed Adult Use Cannabis Establishment:
Email: Licensing.OCP@maine.gov

The Conditional License for AMS1358 has been issued based on the following organizational structure:

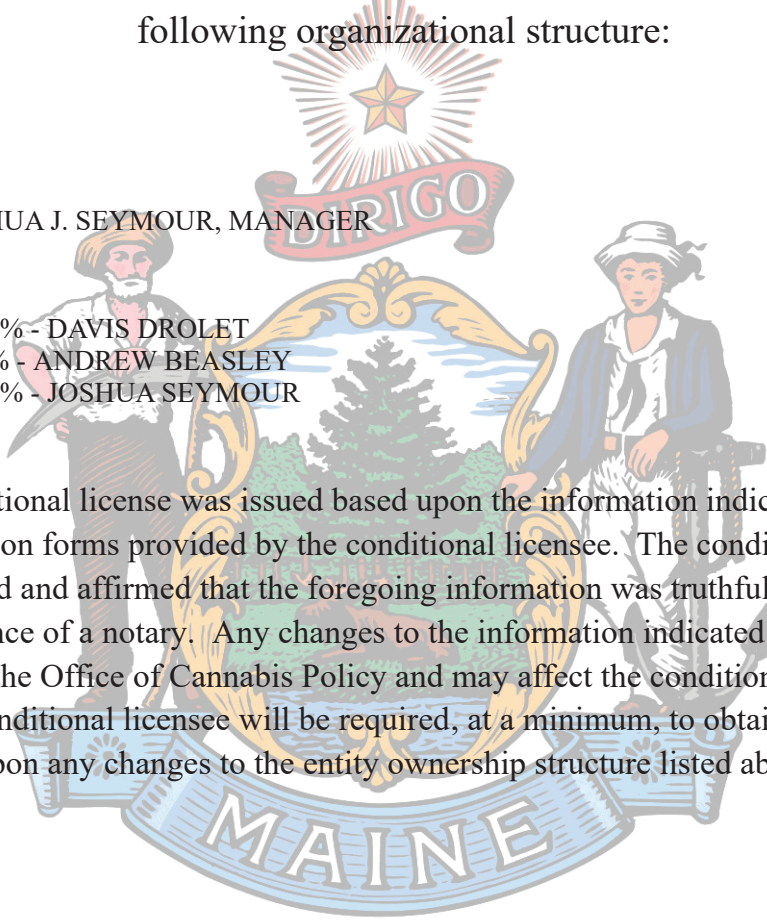
Principals:

JOSHUA J. SEYMOUR, MANAGER

Owners:

10.00% - DAVIS DROLET
5.00% - ANDREW BEASLEY
85.00% - JOSHUA SEYMOUR

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



Online Licensing Request

Request ID: 2890761
Request Type: NEWLIC
Date: 10/14/2022
Regulator: MAINE ADULT USE CANNABIS PROGRAM
TXN Type: NEWLIC
TXN Title: Apply for a Cannabis Retail Store License
License Prefix: AMS
License Status: PC
License: GTF KITTERY 8, LLC

Request Information:

Company: Company Name: GTF KITTERY 8, LLC

Email Address:

josh@greentruckfarm.com
 Email Usages: TT

License Contact:**Add**

Contact Type: ORG
 Contact Name: GTF KITTERY 8, LLC
 Email: josh@greentruckfarm.com
 Contact Phone: +1 (207) 432-6000
 Contact Address:
 89 ROUTE 236
 KITTERY, ME 03904-5662
 FIPS: 23031
 Country: US

Add

Contact Type: CP
 Contact Name: MICHELLE DELMAR ESQ
 Email: michelle@contactmylawyer.com
 Contact Phone: +1 (617) 728-9800
 Contact Address:
 254 COMMERCIAL ST STE 245
 PORTLAND, ME 04101-4899
 FIPS: 23005
 Country: US

Add

Contact Type: CMP
 Contact Name: JOSHUA SEYMOUR
 Email: josh@greentruckfarm.com
 Contact Phone: +1 (207) 432-6000
 Contact Address:
 89 ROUTE 236
 KITTERY, ME 03904-5662
 FIPS: 23031
 Country: US

Licensee Board Data:

Legal State:
COMPANIES
Website:
Proposed Town: Kittery

Relationship To Child:

Add Relationship Type: PR
 Child License
 General Prefix: AI
 License Prefix: IIC
 License Number: 2305
 Licensee Name: JOSHUA J. SEYMOUR
PRINCIPAL APPOINTMENT ATTRIBUTES
Role in Establishment: MANAGER

Add Relationship Type: TT
 Child License
 General Prefix: AI
 License Prefix: IIC
 License Number: 2305
 Licensee Name: JOSHUA J. SEYMOUR

Sponsor:

Add Sponsor Type: OIO
 Sponsor Name: JOSHUA SEYMOUR
 Sponsor Address:
 8 DEER RIDGE LN
 KITTERY, ME 03904-5610
 FIPS: 23031
 Country: US

Sponsor Attribute:
Individual Owners Sponsor Attributes
% Ownership: 85.000
Birthdate: 08/22/1987
Place of Domicile/Residency: MAINE

Questions:

Has this entity ever been licensed (either conditional or full license) by the Maine Adult Use Cannabis Program in the past? No

If yes, please provide the previous license number

Type of Organization LLC

Do you have an employee stock ownership program? No

Does the applicant intend to co-locate adult use and medical cannabis operations on the same premises? No

If yes, provide the Adult Use Establishment Licensee Name and License

Number, or the Medical Registered Caregiver or Dispensary Name and Registry Card/Certificate Number:

- | | |
|---|-----|
| Would you like to provide any other documentation that would be helpful to the Office in reviewing your application? | No |
| a. I affirm that the entire Maine Adult Use Cannabis Establishment Conditional License Application, statements, attachments, and supporting documents are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed good cause for denial to issue a Maine Adult Use Cannabis Establishment Conditional License by the Department. | Yes |
| b. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial or revocation of the Maine Adult Use Cannabis Establishment Conditional license. I affirm that I am voluntarily submitting this application to the Department of Administrative and Financial Services, Office of Cannabis Policy, and hereby authorize the Department to conduct a complete investigation into the truthfulness of the responses, using whatever legal means they deem appropriate. | Yes |
| c. I understand I am responsible for knowing and complying with all state laws and regulations governing Adult Use Cannabis pursuant to the Maine Revised Statutes, as well as the rules promulgated thereunder. I understand I am being made aware of the laws and regulations governing the Adult Use Cannabis Program and agree to comply with them, and all other applicable laws and regulations. | Yes |
| d. I understand that I must pay a fee to obtain a Maine Adult Use Cannabis Establishment license, in addition to the application fee due with this Maine Adult Use Cannabis Establishment Conditional License Application, as well as at the time of an annual renewal. | Yes |
| e. I understand that if I have not completed my Maine Adult Use Cannabis Establishment Conditional License Application within one year of first submission, that application is considered abandoned, and I must reapply. | Yes |
| f. I understand the Department does not mail out a renewal application; and therefore, I am responsible for obtaining and submitting an application to renew my Adult Use Cannabis Establishment license prior to its expiration. I understand that in order to avoid unnecessary delays in issuance of a renewal license, the renewal application should be submitted no later than 30 days prior to the expiration date. | Yes |
| g. I understand that Maine Adult Use Cannabis Establishment licenses are valid for one year from the date of issuance. The Maine Adult Use Cannabis Establishment license shall be renewed on forms provided by the Department in accordance with the fee schedule. I understand that if I allow the Maine Adult Use Cannabis Establishment license to expire for even one day and then reapply, I must submit a new application along with the original application fee. | Yes |

h. I understand I am responsible for notifying the Office of Cannabis Policy, in writing, upon any change in name, residence address, mailing address, or phone number, since all correspondence will be sent to my last known address. Failure to notify the Office of Cannabis Policy could result in not receiving my physical license, legal notices, and other correspondence.	Yes
i. I understand that I shall not by any means interfere with, obstruct, or impede, the Office of Cannabis Policy or its employees or investigators in exercising their official duties pursuant to the authority in Title 28-B and rules promulgated thereunder.	Yes
j. I understand that a Maine Adult Use Cannabis Establishment license issued by the Office of Cannabis Policy is a revocable privilege, and that the burden of proving an Applicant's qualifications for a Maine Adult Use Cannabis Establishment license rests at all times with the Applicant.	Yes
k. I understand in order to access or input data into the State's inventory tracking system, I must possess a valid Individual Identification Card and agree to follow all the rules and guidelines set forth for the use of this system.	Yes
l. I understand that this application is not complete and will not be processed until all required parties submit to have fingerprints taken and to a criminal history record check.	Yes
m. I understand that I may appeal an application denial pursuant to the Maine Administrative Procedure Act, 5 MRS, chapter 375.	Yes
Authorizing Business Representative's Signature	Joshua Seymour
Attestation forms from ALL Principals	Not done
Financial Instrument(s)	N/A
Business organization documents for applicant and all business owners	Not done
Other Supporting Documentation (optional)	N/A

Attachments:

- Attachment ID:** CHRQATST: All persons listed as principals of the organization must complete and attest to the accuracy of the information provided on the Principal Attestation Form found on OCP's Adult Use Applications and Forms page. It is the responsibility of each individual principal to supply the completed form to you, the Authorized Business Representative.
*To Be Mailed
- Attachment ID:** CRPSTRCT: You must provide the following documentation:Description of the structure of the business organization;If the business entity is a corporation, a copy of its articles of incorporation or articles of organization;If the business entity is a limited liability company, a copy of its articles of organization and its operating agreement;If the business entity is a general partnership, limited partnership,

limited liability partnership or limited liability limited partnership, a copy of the partnership agreement.

*To Be Mailed

Attachment ID:

AUTHINFO: The Office of Cannabis Policy will confirm all responses in the Character and Fitness portion of the application. If the applicant is a business entity, the Office of Cannabis Policy will confirm all responses in the Character and Fitness portion for every officer, director, manager and general partner of the business entity. The applicant must provide a signed and dated Authorization to Release Information in order to allow the exchange of information related to Character and Fitness responses. You may find this form on OCP's Adult Use Applications and Forms page.

*To Be Mailed

Online Licensing Request

Request ID: 2976862
Request Type: CHKAUX
Date: 02/13/2023
Regulator: MAINE ADULT USE CANNABIS PROGRAM
TXN Type: CHKAUX
TXN Title: Upload Outstanding Documents for New Retail Store Conditional License (This option allows you to view or upload specific application requirements for the application initiated on 10/14/2022.) (Checklist ID: 538375)
License Prefix: AMS
License Status: PC
License used for authentication: AMS1358
License: GTF KITTERY 8, LLC (AMS1358)

Request Information:**Sponsor:****Add**

Sponsor Type: OIO
 Sponsor Name: DAVIS DROLET
 Sponsor Phone: +1 (603) 978-7159
 Sponsor Address:
 1 MOXIE WAY
 BERWICK, ME 03901
 FIPS: 23031
 Country: US

Sponsor Attribute:

Individual Owners Sponsor Attributes**% Ownership: 10.000****Birthdate: 05/26/1987****Place of Domicile/Residency: MAINE****Add**

Sponsor Type: OIO
 Sponsor Name: ANDREW BEASLEY
 Sponsor Phone: +1 (207) 351-7059
 Sponsor Address:
 50 LONG SWAMP RD
 BERWICK, ME 03901-2559
 FIPS: 23031
 Country: US

Sponsor Attribute:

Individual Owners Sponsor Attributes**% Ownership: 5.000****Birthdate: 12/19/1990****Place of Domicile/Residency: MAINE****Questions:**

Does the information above represent 100% of the establishment's ownership?	Yes
Attestation forms from ALL Principals	Done
Financial Instrument(s)	N/A
Business organization documents for applicant and all business owners	Not done
Other Supporting Documentation (optional)	N/A

Attachments:

- Attachment ID:** CHRQATST: All persons listed as principals of the organization must complete and attest to the accuracy of the information provided on the Principal Attestation Form found on OCP's Adult Use Applications and Forms page. It is the responsibility of each individual principal to supply the completed form to you, the Authorized Business Representative.

Principal_Attestation_JS_1-25-2023-FINAL-Signed-for_upload.pdf
 Addendum_Principal_Attestation_Joshua_Seymour_revised_2023.pdf
- Attachment ID:** CRPSTRCT: You must provide the following documentation:Description of the structure of the business organization;If the business entity is a corporation, a copy of its articles of incorporation or articles of organization;If the business entity is a limited liability company, a copy of its articles of organization and its operating agreement;If the business entity is a general partnership, limited partnership, limited liability partnership or limited liability limited partnership, a copy of the partnership agreement.

Cert_of_Formation_GTF_Kittery_8_LLC.pdf
- Attachment ID:** AUTHINFO: The Office of Cannabis Policy will confirm all responses in the Character and Fitness portion of the application. If the applicant is a business entity, the Office of Cannabis Policy will confirm all responses in the Character and Fitness portion for every officer, director, manager and general partner of the business entity. The applicant must provide a signed and dated Authorization to Release Information in order to allow the exchange of information related to Character and Fitness responses. You may find this form on OCP's Adult Use Applications and Forms page.

SeymourJosh-authorization-and-release-Signed-for_upload.pdf

Online Licensing Request

Request ID: 2977614
Request Type: CHKAUX
Date: 02/14/2023
Regulator: MAINE ADULT USE CANNABIS PROGRAM
TXN Type: CHKAUX
TXN Title: Upload Outstanding Documents for New Retail Store Conditional License (This option allows you to view or upload specific application requirements for the application initiated on 10/14/2022.) (Checklist ID: 538375)
License Prefix: AMS
License Status: PC
License used for authentication: AMS1358
License: GTF KITTERY 8, LLC (AMS1358)

Questions:

Attestation forms from ALL Principals	Done
Financial Instrument(s)	N/A
Business organization documents for applicant and all business owners	Done
Other Supporting Documentation (optional)	N/A

Attachments:

Attachment ID: CRPSTRCT: You must provide the following documentation:Description of the structure of the business organization;If the business entity is a corporation, a copy of its articles of incorporation or articles of organization;If the business entity is a limited liability company, a copy of its articles of organization and its operating agreement;If the business entity is a general partnership, limited partnership, limited liability partnership or limited liability limited partnership, a copy of the partnership agreement.
 GTF_Kittery_8_LLC_Agreement_for_OCP_UPLOAD.pdf

Maine Secretary of State



2022 Annual Report Electronic Filing Acknowledgment

For Limited Liability Companies on file as of December 31, 2021

Charter Number: 20224168DC
DCN Number: 2220019191400
Legal Name: GTF KITTERY 8, LLC

Registered Agent's Name and Address:

MICHELLE DELMAR, ESQ.
254 COMMERCIAL STREET SUITE 245
PORTLAND, ME 04101

Brief statement of the character of the business:

CANNABIS BUSINESS

Name and Address of Member, Manager or other Authorized Persons:

MICHELLE DELMAR ESQ
254 COMMERCIAL ST STE 245

JOSHUA SEYMOUR
19 BUFFUM RD, NORTH BERWICK ME 03906

Date of Filing: May 29, 2022

Name and Capacity of Authorizing Party:

MICHELLE DELMAR ESQ, CLERK

MAINE
LIMITED LIABILITY COMPANY

STATE OF MAINE

CERTIFICATE OF FORMATION

Filing Fee \$175.00

File No. 20224168DC Pages 2
Fee Paid \$ 175
DCN 2212443610015 DLLC
FILED
08/31/2021


Deputy Secretary of State

A True Copy When Attested By Signature

Deputy Secretary of State

Pursuant to 31 MRSA §1531, the undersigned executes and delivers the following Certificate of Formation:

FIRST: The name of the limited liability company is:

GTF Kittery 8 , LLC

(A limited liability company name must contain the words "limited liability company" or "limited company" or the abbreviation "L.L.C.," "LLC," "L.C." or "LC" or, in the case of a low-profit limited liability company, "L3C" or "l3c" - see 31 MRSA 1508.)

SECOND: Filing Date: (select one)

- Date of this filing; or
 Later effective date (specified here): _____

THIRD: Designation as a low profit LLC (Check only if applicable):

- This is a low-profit limited liability company pursuant to 31 MRSA §1611 meeting all qualifications set forth here:
- A. The company intends to qualify as a low-profit limited liability company;
 - B. The company must at all times significantly further the accomplishment of one or more of the charitable or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1986, as it may be amended, revised or succeeded, and must list the specific charitable or educational purposes the company will further;
 - C. No significant purpose of the company is the production of income or the appreciation of property. The fact that a person produces significant income or capital appreciation is not, in the absence of other factors, conclusive evidence of a significant purpose involving the production of income or the appreciation of property; and
 - D. No purpose of the company is to accomplish one or more political or legislative purpose within the meaning of Section 170(c)(2)(D) of the Internal Revenue Code of 1986, or its successor.

FOURTH: Designation as a professional LLC (Check only if applicable):

- This is a professional limited liability company* formed pursuant to 13 MRSA Chapter 22-A to provide the following professional services:

(Type of professional services)

Form No. MLLC-6 (1 of 2)

FIFTH: The Registered Agent is a: (select either a Commercial or Noncommercial Registered Agent)

Commercial Registered Agent CRA Public Number: _____

(Name of commercial registered agent)

Noncommercial Registered Agent

Michelle DelMar, Esq.

(Name of noncommercial registered agent)

254 Commercial St., Suite 245, Portland, Maine 04101

(physical location, not P.O. Box – street, city, state and zip code)

(mailing address if different from above)

SIXTH: Pursuant to 5 MRSA §105.2, the registered agent listed above has consented to serve as the registered agent for this limited liability company.

SEVENTH: Other matters the members determine to include are set forth in the attached Exhibit _____, and made a part hereof.

****Authorized person(s)**

Dated August 29, 2021



(Signature of authorized person)

Michelle DelMar, Esq., Authorized Person

(Type or print name of authorized person)

(Signature of authorized person)

(Type or print name of authorized person)

***Examples of professional service limited liability companies are accountants, attorneys, chiropractors, dentists, registered nurses and veterinarians. (This is not an inclusive list – see 13 MRSA §723.7)**

****Pursuant to 31 MRSA §1676.1.A, Certificate of Formation MUST be signed by at least one authorized person.**

The execution of this certificate constitutes an oath or affirmation under the penalties of false swearing under 17-A MRSA §453.

Please remit your payment made payable to the Maine Secretary of State.

Submit completed form to: **Secretary of State
Division of Corporations, UCC and Commissions
101 State House Station
Augusta, ME 04333-0101
Telephone Inquiries: (207) 624-7752 Email Inquiries: CEC.Corporations@Maine.gov**

Form No. MLLC-6 (2 of 2) Rev. 10/31/2012

**LIMITED LIABILITY COMPANY AGREEMENT
OF
GTF KITTERY 8, LLC
(A Maine Limited Liability Company)**

THIS LIMITED LIABILITY COMPANY AGREEMENT OF GTF KITTERY 8, LLC (this “Agreement”), effective as of August 31, 2021 (“Effective Date”), is made by and among the persons identified as Members on Schedule A (each such person being individually referred to as a “Member” and all such persons being referred to collectively as the “Members”); and each of the persons identified as Manager(s) on Schedule A, hereto (each such person being individually referred to as a “Manager” and all such persons being referred to collectively as the “Manager(s)”).

RECITALS

WHEREAS, the Company was formed, by the filing of the Company’s Certificate of Formation (the “Certificate”) with the Secretary of State of the State of Maine on August 31, 2021;

WHEREAS, the parties hereto now desire to set forth the terms upon which the Company will operate within the meaning of the Maine Limited Liability Company Act, as amended from time to time (the “Act”), and any successor to such Act.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows.

ARTICLE I

Definitions

The following capitalized terms used in this Agreement shall have the respective meanings ascribed to them below.

“*Act*” means the Maine Limited Liability Company Act, M.R.S. Title 31, Chapter 21, in effect at the time of the initial filing of the Certificate with the office of the Secretary of State of the State of Maine, and as thereafter amended from time to time.

“*Affiliate*” shall mean, with respect to any specified person or entity, (i) any person or entity that directly or indirectly controls, is controlled by, or is under common control with such specified person or entity; (ii) any person or entity that directly or indirectly controls 10 percent or more of the outstanding equity securities of the specified entity or of which the specified person or entity is directly or indirectly the owner of 10 percent or more of any class of equity securities; (iii) any person or entity that is an officer of, director of, manager of, partner in, or trustee of, or serves in a similar capacity with respect to, the specified person or entity or of which the specified person or entity is an officer, director, partner, manager or trustee, or with respect to which the specified person or entity serves in a similar capacity; or (iv) any person that is a member of the Immediate Family of the specified person.

“*Agreement*” means this Limited Liability Company Agreement as it may be amended, supplemented or restated from time to time.

“*Bankruptcy*” means the occurrence of any of the following events:

- (i) a Member makes an assignment for the benefit of creditors;
- (ii) a Member files a voluntary petition in bankruptcy;
- (iii) a Member is adjudged a bankrupt or insolvent, or has entered against it an order for relief, in any bankruptcy or insolvency proceeding;
- (iv) a Member files a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation;
- (v) a Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against it in any proceeding of this nature;
- (vi) a Member seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of his or her properties; or
- (vii) 120 days after the commencement of any proceeding against a Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, if the proceeding has not been dismissed, or if, within 90 days after the appointment without its consent or acquiescence of a trustee, receiver or liquidator of the Member or of all or any substantial part of its properties, the appointment is not vacated or stayed, or within 90 days after the expiration of any such stay, the appointment is not vacated.

“*Board of Manager(s)*” or “*Board*” means the Board of Manager(s) described in Article VI of this Agreement.

“*Capital Account*” means a separate account maintained for each Member.

“*Capital Transaction*” means a sale or other disposition of all or a portion of the LLC’s property in a single transaction or in a series of related transactions, other than such a sale or disposition in the ordinary course of the LLC’s business and any refinancing.

“*Certificate*” means the Certificate of Formation creating the LLC, as it may, from time to time, be amended in accordance with the Act.

“*Clerk*” means the persons occupying the office of Clerk (as provided in Section 6.04) at any time, or from time to time.

“*Code*” means the Internal Revenue Code of 1986, as amended from time to time.

“*Consent*” means the written consent of a majority Interest (more than 50 percent in Interest), based on Percentage Interests, of those Members entitled to participate in giving such Consent, and if more than one class or group of Members is so entitled, then more than 50 percent shall be so required with respect to each such class or group.

“*Distributable Cash*” means, with respect to any fiscal period, the excess of all cash receipts of the LLC from any source whatsoever, including normal operations, sales of assets, proceeds of borrowings, capital contributions of the Members, proceeds from a Capital Transaction, and any and all other sources over the sum of the following amounts:

- (i) cash disbursements for advertising and promotion expenses, salaries, employee benefits (including profit-sharing, bonus and similar plans), fringe benefits, accounting and bookkeeping services and equipment, costs of sales of assets, utilities, rental payments with respect to equipment or real property, management fees and expenses, insurance, real estate taxes, legal expenses, costs

of repairs and maintenance, and any and all other items which are customarily considered to be “operating expenses”;

(ii) payments of interest, principal and premium and points and other costs of borrowing under any indebtedness of the LLC, including, without limitation, (A) any mortgages or deeds of trust encumbering the real property or other assets owned or leased by the LLC and (B) any Voluntary Loans;

(iii) payments made to purchase inventory or capital assets and for capital construction, rehabilitation, acquisitions, alterations and improvements; and

(iv) amounts set aside as reserves for working capital, contingent liabilities, replacements or for any of the expenditures described in clauses (i), (ii) and (iii), above, which are deemed by the Manager(s) to be necessary to meet the current and anticipated future needs of the LLC.

“*Gross Income*” means, for each fiscal year or other period, an amount equal to the LLC’s gross income as determined for federal income tax purposes for such fiscal year or period but computed with the adjustments as specified in the definition of “Net Profits” and “Net Losses.”

“*Immediate Family*” (i) with respect to any individual, means his or her ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees, principally for the benefit of any one or more of such individuals, and any entity or entities all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a legal representative, means the Immediate Family of the individual for whom such legal representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individuals who are the principal beneficiaries of the trust.

“*Legal Representative*” means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such an individual.

“*LLC*” or “*Company*” means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended.

“*Manager(s)*” refers to any person(s) named as a Manager in this Agreement and any person(s) who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such person’s capacity as (and for the period during which such person serves as) a Manager of the LLC. “*Manager(s)*” or “*Board of Manager(s)*” shall refer collectively to all of such persons in their capacities as (and for the period during which such persons serve as) Manager(s) of the LLC.

“*Member*” refers severally to any person named as a Member in this Agreement and any person who becomes an additional, substitute or replacement Member as permitted by this Agreement, in such person’s capacity as a Member of the LLC. “*Members*” shall refer collectively to all such persons in their capacities as Members.

“*Member-Manager*” means any Member who is also a Manager.

“*Net Profits*” and “*Net Losses*” mean the taxable income or loss, as the case may be, computed with equitable appropriate adjustments, under the direction of the Manager(s).

“*Percentage Interest*” shall be the percentage interest of a Member set forth in *Schedule A*, as amended from time to time, and subject to adjustment pursuant to Section 3.02, if any.

“*President*” means the person occupying the office of President (as provided in Section 6.04) of the LLC at any time, or from time to time.

“*Retirement Event*” means, with respect to any Member, (i) the bankruptcy (within the meaning of the Act) of such Member, (ii) the Transfer by such Member of any interest in the Company, whether voluntarily or by operation of law, other than a transfer in compliance with this Agreement, (iii) if such Member is an entity, a Change in Control with respect to such Member, (iv) the death or Disability of such Member, (v) if such Member is an service provider to the Company, the termination of such Member’s service to the Company, or (vi) as defined in Schedule C, attached hereto.

“*Securities Act*” means the Securities Act of 1933, as amended.

“*Transfer*” and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way (whether voluntarily, involuntarily or by operation of law) as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetency, Bankruptcy, liquidation, dissolution and Retirement Event(s) as defined in Schedule C.

“*Treasurer*” shall mean the person occupying the office of Treasurer (as provided in Section 6.04) of the LLC at any time, or from time to time.

“*Unanimous Consent*” shall mean consent of all Members with voting rights, excluding Members without voting rights.

“*Voluntary Loan*” shall mean a loan made pursuant to Section 3.05 of this Agreement.

ARTICLE II

General

2.01 *Continuation.* The Company shall be continued as a Maine limited liability company as provided herein, under the name GTF KITTERY 8, LLC.

2.02 *Filings.* The Members ratify and confirm the authority (i) of Mr. Seymour, as an “authorized person” within the meaning of the Act, to file the Company’s Certificate and (ii) of each member of the Management Board and any individual authorized by the Management Board, acting singly in any case, to execute, acknowledge, deliver, file and record in the appropriate offices, as applicable, (a) any amendments to the Certificate, (b) such other instruments, certificates, documents and other writings which the Management Board determines to be necessary or appropriate to secure or preserve the Company’s status as a Maine limited liability company or to qualify the Company to do business in states other than Maine, and (c) any recordable instrument on behalf of the Company purporting to affect an interest in real property, whether to be recorded with a registry of deeds, a court or office thereof, or otherwise.

2.03 *Office of the Limited Liability Company; Agent for Service of Process.* The address of the registered office of the LLC shall initially be, 254 Commercial St., Suite 245, Portland, Maine 04101. The name and address of the resident agent for service of process for the LLC is Michelle DelMar, Esq., 254 Commercial St., Suite 245, Portland, Maine 04101. The Board of Manager(s) may establish places of business of the LLC, as and when required by the LLC’s business and in furtherance of its purposes set forth in Section 2.05 hereof, and may appoint agents for service of process in all jurisdictions in which the LLC shall conduct business. The Board of Manager(s) may cause the LLC to change, from time to time, its resident agent for service of process, or the location of its registered office; provided, however, that the Board of Manager(s) shall promptly notify all Members in writing of any such change.

2.04 *Organization.* The Manager(s) shall cause to be filed such certificates and documents as may be necessary or appropriate to comply with the Act and the laws of any other jurisdictions in which the LLC shall conduct business, and shall continue to do so for so long as the LLC conducts business therein.

2.05 *Purposes and Powers.* The general character of the business of the LLC, as set forth in the Certificate, is to engage in the business of the following:

- (a) To engage in all aspects of marijuana cultivation, products manufacturing, retail store and/or related activities, including buying, selling, leasing, contracting, agency, and consulting, as incidental to the business and to do any and all things of like or similar nature of every description without exception;
- (b) To purchase or otherwise acquire, to hold, to own, to manage, to lease, to sell, or to convey or otherwise dispose of real or personal property of every class and description in any state in the union, incidental to the business and to do any and all things of like or similar nature of every description without exception;
- (c) To enter into transactions and incur such indebtedness as may be necessary or incidental to the business of the LLC;
- (d) To carry on any business or other activity which may be lawfully carried on by a limited liability company under the Limited Liability Company Act of the State of Maine, whether or not related to those referred to in the foregoing; and
- (e) to engage in any activities directly or indirectly related or incidental thereto.

Subject to all other provisions of this Agreement, in furtherance of the conduct of its business, the LLC is hereby authorized to do as follows:

- (1) to enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including Limited Liability Company Agreements of limited liability companies (whether as a member or manager), joint venture agreements, limited partnership and general partnership agreements, contracts with Affiliates, and including other contracts establishing business arrangements or organizations, necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC;
- (2) to borrow money and issue evidences of indebtedness or guarantees in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges or other liens on the property of the LLC;
- (3) to the extent that funds of the LLC are available therefor, to pay all expenses, debts and obligations of the LLC;
- (4) to enter into or engage in any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the State of Maine; and
- (e) to take any other action not prohibited under the Act or other applicable law.

2.06 *Members.* The Members of the LLC are identified on *Schedule A* hereto. Additional Members may be admitted to the LLC (i) pursuant to and in accordance with Section 3.02(c) and Article

VIII hereof or (ii) with the Consent of Members, which Consent shall specify the capital contribution, Percentage Interest, economic interest and any other rights and obligations of such additional Member. Such Consent shall bind all Members. In connection with any such admission, this Agreement (including *Schedule A*) shall be amended to reflect the additional Member, its capital contribution, if any, its Percentage Interest, and any other rights and obligations of the additional Member.

2.07 *Designation of Manager(s)*. The persons identified on *Schedule A* hereto as “Manager(s)” are currently serving as the Manager(s) of the LLC. Manager(s) shall be elected by the Members in accordance with the provisions of Section 6.02, below. Any Manager may withdraw or be removed as a manager of the LLC and other persons may be added or substituted as Manager(s), only in the manner specified in Section 6.02, below.

2.08 *Manager(s) as Members*. Any Manager may hold an interest in the LLC as a Member, and such person’s rights and interest as a Manager shall be distinct and separate from such person’s rights and interest as a Member.

2.09 *Liability of Members*. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to the Members’ capital contributions. Without limiting the foregoing, the failure of the LLC to observe any formalities or requirements relating to exercise of the LLC’s powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Manager(s) for liabilities of the LLC.

2.10 *Investment Representations*. Each Member, by execution of this Agreement or an amendment hereto reflecting such Member’s admission to the LLC, hereby represents and warrants to the LLC the following.

- (a) He is acquiring an interest in the LLC for his own account, and not with a view to, or for sale in connection with, any distribution thereof in violation of the Securities Act, or any rule or regulation thereunder.
- (b) He understands that (i) the interest in the LLC he is acquiring has not been registered under the Securities Act or applicable state securities laws and cannot be resold unless subsequently registered under the Securities Act and such laws, or unless an exemption from such registration is available; (ii) such registration under the Securities Act and such laws is unlikely at any time in the future and neither the LLC nor the Members or Manager(s) are obligated to file a registration statement under the Securities Act or such laws; and (iii) the assignment, sale, transfer, exchange or other disposition of the interests in the LLC is restricted in accordance with the terms of this Agreement.
- (c) He has had such opportunity as he has deemed adequate to ask questions of and receive answers from representatives of the LLC concerning the LLC, and to obtain from representatives of the LLC such information that the LLC possesses or can acquire without unreasonable effort or expense, as is necessary to evaluate the merits and risks of his commitments to the LLC.
- (d) He has, either alone or with his professional advisers, sufficient experience in business, financial and investment matters to be able to evaluate the merits and risks involved in his commitments to the LLC and to make an informed decision with respect to such commitments.
- (e) He can afford a complete loss of the value of his capital contribution in the LLC and is able to bear the economic risk of holding such for an indefinite period.

(f) If the Member is an entity, (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has full organizational power to execute and deliver this Agreement and to perform its obligations hereunder; (iii) its execution, delivery and performance of this Agreement have been authorized by all requisite action on behalf of the entity; and (iv) it has duly executed and delivered this Agreement.

ARTICLE III

Capital Contributions; Additional Financing

3.01 *Capital Accounts.* For each Member (and each permitted assignee), the LLC shall establish and maintain a separate Capital Account.

3.02 *Capital Contributions.*

(a) Each Member has contributed to the capital of the LLC the amount set forth opposite his/her/its name on *Schedule A*, attached hereto.

(b) If the Manager(s) determine at any time, or from time to time, that the LLC requires funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement, in excess of the amounts generated from the LLC's operations and the amounts specified on *Schedule A* hereto, and such funds are not available from third-party lenders on terms acceptable to the Manager(s) in their sole discretion, the Members may, but shall not be required to, contribute any such additional capital. Members electing to contribute such additional capital shall contribute such portions thereof as they may agree upon, or, if they are unable to agree, each such Member shall contribute a portion of the total amount required based on its Percentage Interest and the Percentage Interests of all other contributing Members. Written Notice shall be given to each Member, on not less than ten (10) business days, unless waived by all Members, which notice shall specify (1) the time, date and place of the meeting, unless waived by all Members, (2) the amounts of capital required for the LLC, (3) the amount of contribution sought from each Member, (4) the necessary operational and financial information required to provide an adequate basis for the capital contribution, and any other information reasonably necessary for the Members to make an appropriately informed decision at such meeting.

In connection with any such contribution of additional capital by the Members, the LLC may, in the sole discretion of the Manager(s):

(i) repay voluntary capital contributions, so long as the same shall not violate the LLC's other loan or contractual arrangements; shall bear interest, compounded monthly, at a rate of interest equal to the prime rate of interest charged by Bank of America; shall be repaid out of the first funds available therefor such dates and times as the Manager(s) may determine; and/or

(ii) adjust the Member's percentage interest, with the appropriate dilutions, if any, as determined by Unanimous Consent of Members, at the meeting, by proxy or otherwise.

This Agreement, including *Schedule A*, hereto, shall be amended to reflect any such adjustment of the Members' Percentage Interests; and each Member, and each person who is hereinafter admitted to the LLC as a Member, hereby consents to any such amendment and the modification of his, her or its Percentage Interest in the manner provided herein,

and acknowledges that, in connection with any such amendment, such Member's Percentage Interest may be diluted.

(c) If the Members elect not to contribute additional capital pursuant to Section 3.02(b), the Manager(s) shall be permitted to obtain additional equity financing in the amount required, on such terms and conditions as they in their sole discretion deem appropriate, from third parties unaffiliated with any Member. In connection with any such admission of additional Members, the Percentage Interests of the Members shall be diluted proportionately, based on their respective Percentage Interests immediately prior to any such dilution. Without in any way limiting the foregoing, the interest of any third party admitted to the LLC pursuant to this Section 3.02(c) in the Gross Income, Net Profits, Net Losses, other appropriate deductions and distributions of cash or property of any nature may have such priority or priorities in relationship to the interests therein of the other Members as the Manager(s) may in their sole discretion determine, provided that the relative priorities of the other Members in the Net Profits, Net Losses and cash distributions of any nature of the LLC shall not be altered as a result of the admission of any such investor.

Each Member, and each person who is hereinafter admitted to the LLC as a Member, hereby (i) consents to the admission of any such third party on such terms as the Manager(s) may determine (subject to the provisions of this Section 3.02(c)), and to any amendment to this Agreement that may be necessary or appropriate to reflect the admission of any such third party and the terms on which the third party invests in the LLC; and (ii) acknowledges that, in connection with any admission of any such person, such Member's interest in allocations of Gross Income, Net Profits, Net Losses and other appropriate deductions and distributions of cash and property of the LLC, and net proceeds upon liquidation of the LLC, may be diluted or otherwise altered (subject to the provisions of this Section 3.02(c)).

3.03 *No Withdrawal of or Interest on Capital.* Except as otherwise provided in this Article III, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

3.04 *Third-Party Loans.* In the event that the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations, or make any expenditure authorized by this Agreement, the LLC may borrow funds from such third-party lender(s) on such terms and conditions as may be acceptable to the Manager(s).

3.05 *Voluntary Loans.* In the event the LLC requires additional funds to carry out its purposes, conduct its business, meet its obligations or make any expenditure authorized by this Agreement, and additional funds are not available from third parties pursuant to Section 3.04 on terms acceptable to the Manager(s) in their sole discretion or from the Members or a third party pursuant to Section 3.02, any Member may, but shall not be obligated to, loan such funds to the LLC. Any loan made pursuant to this Section 3.05 (a "Voluntary Loan") shall be nonrecourse to the Members, shall be evidenced by a promissory note; shall be either unsecured, or collateralized by such assets of the LLC as the lending Member and the Manager(s) shall determine, shall not violate the LLC's other loan or contractual arrangements; shall bear interest, compounded monthly, at a rate of interest equal to the prime rate of interest charged by Bank of America; shall be repaid out of the first funds available therefor and in any

event prior to any distribution to any Member of Distributable Cash; and shall be due and payable in full on the fifth anniversary of the date on which any such loan is made.

ARTICLE IV

Cash Distributions

4.01 *Distribution of Distributable Cash and Net Proceeds upon Liquidation.* Distributable Cash and net proceeds upon liquidation of the LLC shall be appropriately distributed to the Members, at such appropriate times and in such appropriate amounts, consistent with Section 4.02 herein and as the Manager(s) may approve and under the direction of the Manager(s); provided that outstanding loans from Members to the Company, if any, and shall be paid in full prior to general distribution to Members.

4.02 *Distributions Among Members.* Subject to Section 4.01 herein, Distributable Cash and net proceeds upon liquidation of the LLC distributable hereunder to the Members (or to any group of Members) as a group, shall be distributed among them based on their respective Percentage Interests in the LLC, as set forth on *Schedule A*.

4.03 *Distributions upon Transfer or Admission.* In the event that a Member acquires an interest in the LLC, either by transfer from another Member or by acquisition from the LLC, an equal portion of the Distributable Cash (other than Distributable Cash from a Capital Transaction) of the LLC for the year in which such acquisition occurs shall be allocated to each day of such year. Such Distributable Cash so allocated to the portion of the year prior to the date of the acquisition of the interest in the LLC by the Member shall be distributed among the Members without giving effect to such acquisition, and such Distributable Cash so allocated to the portion of the year from and after the date of the acquisition of such interest shall be distributed among the Members by giving effect to such acquisition. Distributable Cash from a Capital Transaction or upon the liquidation of the LLC shall be distributed to the Members based on the actual ownership of interests in the LLC on the date of the event giving rise to such Distributable Cash.

4.04 *Certain Payments to the Internal Revenue Service Treated as Distributions.*

(a) For purposes of this Section 4.04, the Board of Manager(s) may assume that any Member who fails to provide to the Board of Manager(s) or the Treasurer satisfactory evidence of the Member's tax status for U.S. federal income tax purposes is a foreign person taxable as a corporation.

(b) Notwithstanding anything to the contrary herein, to the extent that the LLC is required, or elects, pursuant to applicable law, either (i) to pay tax (including estimated tax) on a Member's allocable share of LLC items of income or gain, whether or not distributed; or (ii) to withhold and pay over to the tax authorities any portion of a distribution otherwise distributable to a Member, the Manager(s) or Treasurer may pay over such tax or such withheld amount to the tax authorities, and such amount shall be treated as a distribution to such Member at the time it is paid to the tax authorities.

4.05 *Distribution of Assets in Kind.* No Member shall have the right to require the LLC to distribute any of its assets in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Manager(s). Any Member entitled to any interest in such assets shall, unless otherwise determined by the Manager(s), receive separate assets of the LLC, and not an interest as a tenant in common with other Members entitled to any such asset being distributed.

ARTICLE V

Allocation of Net Profits and Net Losses

5.01 *Basic Allocations.*

(a) Except as provided in Section 5.02, below (which shall be applied first), the Net Profits and Net Losses of the LLC from operations for any year (or other fiscal period) shall be allocated among the Members in accordance with their Percentage Interests.

(b) Except as provided in Section 5.02, below (which shall be applied first), any Net Profits arising from a Capital Transaction or upon liquidation of the LLC shall be allocated appropriately under the direction of the Manager(s).

5.02 *Allocations of Nonrecourse Deductions and Minimum Gain.* Notwithstanding the provisions of Section 5.01, above, the allocations of Gross Income and Nonrecourse Deductions shall be made in an appropriately in order of priority under the direction of the Manager(s).

5.03 *Allocations upon Transfer or Admission.* In the event that a Member acquires an interest in the LLC either by transfer from another Member or by acquisition from the LLC, an equal portion of the Gross Income, Net Profits, Net Losses and other appropriate deductions from operations of the LLC for the year in which such acquisition occurs shall be appropriately allocated under the direction of the Manager(s).

ARTICLE VI

Management

6.01 *Management of the LLC.* The business and affairs of the LLC shall be managed by or under the direction of a Board of Manager(s), who may exercise all of the powers of the LLC except as otherwise provided by law or this Agreement (including, without limitation, Section 6.07, below). In the event of a vacancy in the Board of Manager(s), the remaining Manager(s) (except as otherwise provided by law) may exercise the powers of the full Board until the vacancy is filled.

Mr. Seymour shall be the sole Manager and the sole member of the Board of Managers, except in the event of his death or resignation or in the event Mr. Seymour, as Manager appoints/elects a replacement Manager or additional Manager.

All management and other responsibilities not specifically reserved to the Members in this Agreement shall be vested in the Board of Manager(s), and the Members shall have no voting rights except as specifically provided in this Agreement.

Each Manager shall devote such time to the affairs of the LLC as may be reasonably necessary for performance by the Manager of his, her or its duties hereunder, provided that such persons shall not be required to devote full time to such affairs.

Specifically, but not by way of limitation, and subject to the provisions of Section 6.07 and Schedule C, the Manager(s) shall be authorized in the name and on behalf of the LLC, to cause the LLC to do all things necessary or appropriate to carry on the business and purposes of the LLC, including, without limitation, the following:

- (i) to acquire by purchase, lease, exchange or otherwise; and to sell, finance, refinance, encumber and otherwise deal with, any real, personal and/or intellectual property;
- (ii) to borrow money and issue evidences of indebtedness; or to guarantee loans and to secure the same by mortgage, deed of trust, pledge or other lien on any assets or property

of the LLC; and to pay, prepay, extend, amend or otherwise modify the terms of any such borrowings;

(iii) to employ executive, administrative and support personnel in connection with the business of the LLC; and to pay salaries, expense reimbursement, employee benefits, fringe benefits, bonuses and any other form of compensation or employee benefit to such persons and entities, at such times and in such amounts as may be determined by the Manager(s) in his/her/their sole discretion, to provide executive, administrative and support services in connection with the business of the LLC;

(iv) to hire or employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and operations of the LLC, and to pay fees, expenses, salaries, wages and other compensation to such persons;

(v) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, on such terms as it may determine and on such evidence as it may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(vi) to determine the appropriate accounting method or methods to be used by the LLC;

(vii) to make or revoke elections for tax treatment as partnership, s-corp and/or other tax treatment election and/or other tax elections;

(viii) to establish and maintain reserves for such purposes and in such amounts as it deems appropriate from time to time;

(ix) to pay all organizational expenses, and general and administrative expenses of the LLC;

(x) to deal with, or otherwise engage in business with, or provide services to and receive compensation therefor from, any person who has provided or may in the future provide any services to, lend money to, sell property to, or purchase property from the LLC, including, without limitation, any Member or Manager;

(xi) to engage in any kind of activity, and to perform and carry out contracts of any kind necessary to, in connection with or incidental to the accomplishment of the purposes of the LLC;

(xii) to pay any and all fees and to make any and all expenditures that the Manager, in its sole discretion, deems necessary or appropriate in connection with the organization of the LLC, the offering and sale of Membership interests in the LLC, the management of the affairs of the LLC, and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, fees, reimbursements and expenditures payable to a Member or Manager;

(xiii) to exercise all powers and authority granted by the Act to managers, except as otherwise provided in this Agreement;

(xiv) to cause the LLC and its properties and assets to be maintained and operated in such a manner as the Manager(s) may determine, subject, however, to obligations imposed by applicable laws or by any mortgage or security interest encumbering the LLC and such properties and assets from time to time, and by any lease, rental agreement or other agreement pertaining thereto;

(xv) to cause to be obtained and continued in force all policies of insurance required by any mortgage, lease or other agreement relating to the LLC's business or any part thereof, or determined by the Manager(s) to be in the best interests of the LLC;

(xvi) to contest and/or cause to be paid any and all taxes, charges and assessments that may be levied, assessed or imposed on any of the assets of the LLC unless the same are contested by the LLC; and

(xvii) to perform any other act that the Manager(s) may deem necessary, convenient or desirable for the LLC or its business.

The Manager(s) hereby have the authority to execute any of the foregoing, non-exhaustive powers enumerated in Section 6.01(i) through Section 6.01(xvii). Such authority shall be reviewable by the Board of Manager(s).

6.02 *Manager(s)*. (a) *Number, Election and Qualification*. Initially, Mr. Seymour shall be the sole Manager and sole member of the Board of Managers. The number of members of the Board of Manager(s) is hereby initially fixed at one (1), and the persons identified as "Manager(s)" on *Schedule A*, hereto, are currently serving as the Manager(s). With the Consent of the Board of Managers, the number of Managers may be increased or decreased but decreased to no less than one Manager.

Upon the death or resignation of a Manager (a "Terminated Manager"), (i) such Terminated Manager shall have no further authority under this Agreement; (ii) such Terminated Manager shall have no further obligations or rights as Manager under this Agreement (except for liabilities and rights accruing prior to the date of death, resignation of his or her term, such as, for example, rights to indemnification under Section 6.10 that relate to actions or omissions occurring during such person's service as a Manager), and (iii) no writing or instrument shall be required to be executed by the LLC or the Terminated Manager to reflect such cessation of service, except that the Terminated Manager (or his or her legal representative or attorney in fact, as provided in the following paragraph) shall execute and deliver any agreement, instrument, certificate or document, including an amendment to the Certificate that may be reasonably required to reflect that the Terminated Manager is no longer a Manager of the LLC.

Each person now or hereafter serving as a Manager of the LLC, by execution of this Agreement, an amendment hereto or an instrument acknowledging that such person is bound hereby, hereby constitutes and appoints each other person who may, from time to time, be serving as a Manager, and each of them acting singly, such Manager's agent and attorney in fact for the purpose of executing and delivering any and all agreements, instruments and other documents (including, without limitation, an amendment to the Certificate) as are necessary or appropriate to reflect that he, she or it is no longer a Manager of the LLC following the death or resignation of such Manager, which power of attorney is hereby agreed and acknowledged to be irrevocable, and shall survive the death or resignation of any Manager until such time as the withdrawal of such Manager from the LLC has been reflected by all necessary or appropriate agreements, instruments and other documents.

(b) *Enlargement of the Board*. Subject to Section 6.02(a), above, the number of Manager(s) may be increased at any time, and from time to time, by a majority of the Manager(s) then in office.

(c) *Tenure*. Each Manager shall hold office until next annual meeting or his or her successor is duly elected and qualified, or until his or her earlier death or resignation.

(d) *Vacancies*. Any vacancy in the Board of Manager(s), however occurring, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Manager(s) then in office, although less than a quorum, or by a sole remaining Manager. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office, and a Manager, chosen to fill a position resulting from an increase in the number of Manager(s), shall hold office until the next

annual meeting of Members and until his or her successor is duly elected and qualified, or until his or her earlier death, resignation or removal. In the event a Retirement Event results in no Managers, the Members by Unanimous Consent, shall elect one or more Managers to fill such vacancy.

(e) *Resignation.* Any Manager may resign by delivering his or her written resignation to the LLC at its principal office or to the President or Clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the occurrence of some other event.

(f) *Regular Meetings.* Regular meetings of the Board of Manager(s) may be held without notice at such time and place, as shall be determined from time to time by the Board of Manager(s); provided that any Manager who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Manager(s) may be held without notice, immediately after and at the same place as the annual meeting of Members.

(g) *Special Meetings.* Special meetings of the Board of Manager(s) may be held at any time and place, designated in a call by the President, two or more Manager(s), or by one Manager in the event that there is only a single Manager in office.

(h) *Notice of Special Meetings.* Notice of any special meeting of Manager(s) shall be given to each Manager by the Clerk or by the officer or one of the Manager(s) calling the meeting. Notice shall be duly given to each Manager (i) by giving notice to such Manager in person or by telephone at least one (1) business day in advance of the meeting; (ii) by delivering written notice by hand, to the Manager's last known business or home address at least one (1) business day in advance of the meeting; or (iii) by mailing written notice to the Manager's last known business or home address at least three (3) business days in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Manager(s) need not specify the purpose of the meeting.

(i) *Meetings by Telephone Conference Calls.* Manager(s), or any members of any committee designated by the Manager(s), may participate in a meeting of the Board of Manager(s) or such committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

(j) *Quorum.* A majority of the total number of the whole Board of Manager(s) shall constitute a quorum at all meetings of the Board of Manager(s). In the event that one or more of the Manager(s) shall be disqualified to vote at any meeting, then the required quorum shall be reduced by one for each such Manager so disqualified; provided, however, that in no case shall less than one-third of the number so fixed constitute a quorum. In the absence of a quorum at any such meeting, a majority of the Manager(s) present may adjourn the meeting from time to time without further notice, other than announcement at the meeting, until a quorum shall be present.

(k) *Action at Meeting.* At any meeting of the Board of Manager(s) at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action unless a different vote is specified by law, the Certificate or this Agreement.

(l) *Action by Consent.* Any action required or permitted to be taken at any meeting of the Board of Manager(s), or of any committee of the Board of Manager(s), may be taken without a meeting, if all members of the Board or committee, as the case may be, consent to the action in writing, and the written consents are filed with the minutes of proceedings of the Board or committee.

(m) *Removal.* Mr. Seymour may not be involuntarily removed as Manager, and except as otherwise provided by the Act; and, any one or more or all of the other Manager(s), if any, may be removed, with or without cause, by Mr. Seymour.

(n) *Committees*. Intentionally omitted.

(o) *Compensation of Manager(s)*. Manager(s) may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the LLC may from time to time determine. No such payment shall preclude any Manager from serving the LLC or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service.

6.03 *Members*.

(a) *Place of Meetings*. All meetings of Members shall be held at such place as may be designated from time to time by the Board of Manager(s) or the President or, if not so designated, at the principal place business of the LLC.

(b) *Annual Meeting*. There shall be held an annual meeting of Members for the transaction of such business as may properly be brought before the meeting. Such annual meeting shall be held on a date to be fixed by the Board of Manager(s) (which date shall not be a legal holiday in the place where the meeting is to be held) at the time and place to be fixed by the Board of Manager(s), and stated in the notice of the meeting. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu of the annual meeting, and any action taken at that special meeting shall have the same effect as if it had been taken at the annual meeting, and, in such case, all references in this Agreement to the annual meeting of the Members shall be deemed to refer to such special meeting.

(c) *Right to Elect to be Member-Managed*. Intentionally omitted.

(d) *Special Meetings*. Special meetings of Members may be called at any time by the Board of Manager(s). Business transacted at any special meeting of Members shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

(e) *Notice of Meetings*. Except as otherwise provided by law, written notice of each meeting, whether annual or special, of Members, shall be given not less than 10 nor more than 60 days before the date of the meeting to each Member entitled to vote at such meeting. The notices of all meetings shall state the place, date and hour of the meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If mailed, notice is deemed given when deposited in the U.S. mail, postage prepaid, directed to the Member at his or her address as it appears on the records of the LLC.

(f) *Voting List*. Intentionally omitted.

(g) *Quorum*. Except as otherwise provided by law, the Certificate or this Agreement, the holders of a majority of the Percentage Interests of the LLC who are entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business.

(h) *Adjournments*. Any meeting of Members may be adjourned to any other time and to any other place at which a meeting of Members may be held under this Agreement by the Members present or represented at the meeting and entitled to vote, although less than a quorum; or, if no Member is present, by any officer entitled to preside at or to act as Clerk of such meeting. It shall not be necessary to notify any Member of any adjournment of less than 30 days if the time and place of the adjourned meeting are announced at the meeting at which adjournment is taken unless, after the adjournment, a new record date is fixed for the adjourned meeting. At the adjourned meeting, the LLC may transact any business that might have been transacted at the original meeting.

(i) *Voting and Proxies*. Each Member of record shall be entitled to vote at a meeting of Members, or to express consent or dissent to LLC action in writing without a meeting. A Member may vote or express such consent or dissent in person or may authorize another person or persons to vote or

act for him or her by written proxy executed by the Member or his or her authorized agent and delivered to any officer of the LLC. No such proxy shall be voted or acted on after three years from the date of its execution unless the proxy expressly provides for a longer period.

(j) *Action at Meeting.* When a quorum is present at any meeting, the Members representing a majority of the total Percentage Interests of all Members entitled to vote (or, if there are two or more classes of Members entitled to vote as separate classes, then in the case of each such class, the holders of a majority of the total Percentage Interests of that class entitled to vote on such matter) shall decide any matter to be voted on by the Members at such meeting, except when a different vote is required by express provision of law, the Certificate or this Agreement.

(k) *Action Without Meeting.* Any action required or permitted to be taken at any annual or special meeting of Members of the LLC may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is signed by the Members having not less than the minimum aggregate Percentage Interests that would be necessary to authorize or take such action at a meeting at which all Members to vote on such action were present and voted. Prompt notice of taking an action without a meeting by less than Unanimous Consent shall be given to those Members who have not consented in writing.

(l) *Record Date.* The Board of Manager(s) may fix in advance a date as a record date for the determination of the Members entitled to notice of or to vote at any meeting of Members or to express consent (or dissent) to LLC action in writing without a meeting, or entitled to receive payment of any distribution or allotment of any rights in respect of any change, conversion or exchange of interests, or for the purpose of any other lawful action. Such record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 10 days after the date of adoption of a record date for a written consent without a meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining Members entitled to express consent to LLC action in writing without a meeting, when no prior action by the Board of Manager(s) is necessary, shall be the day on which the first written consent is properly delivered to the LLC. The record date for determining Members for any other purpose shall be at the close of business on the day on which the Board of Manager(s) adopts the resolution relating to such purpose.

A determination of Members of record entitled to notice of or to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board of Manager(s) may fix a new record date for the adjourned meeting.

6.04 *Officers.*

(a) *Enumeration.* The officers of the LLC shall consist of a President, a Treasurer, a Clerk, and such other officers with such other titles as the Board of Manager(s) shall determine, including a Chief Executive Officer, Chief Operating Officer, Chairman of the Board, a Vice-Chairman of the Board, and one or more Vice Presidents, Assistant Treasurers, and Assistant Clerks. The Board of Manager(s) may appoint such other officers as it may deem appropriate.

(b) *Election.* The President, Treasurer and Clerk shall be elected annually by the Board of Manager(s) at its first meeting following the annual meeting of Members. Other officers may be appointed by the Board of Manager(s) at such meeting or at any other meeting.

(c) *Qualification.* No officer need be a Member or a Manager. Any two or more offices may be held by the same person.

(d) *Tenure.* Except as otherwise provided by law, by the Certificate or by this Agreement, each officer shall hold office until his or her successor is elected and qualified, unless a different term is specified in the vote choosing or appointing him or her, or until his or her earlier death, resignation or removal.

(e) *Resignation and Removal.* Any officer may resign by delivering his or her written resignation to the LLC at the LLC's principal office or to the President or any Manager. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Any officer, except Mr. Seymour, may be removed at any time, with or without cause, by vote of majority of the entire number of Manager(s) then in office (which entire number shall be determined exclusive of any officer who is the subject of the proposed removal).

Except as the Board of Manager(s) may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following his or her resignation or removal, or any right to damages on account of such removal, whether his or her compensation be by the month or by the year or otherwise, unless such compensation is expressly provided in a duly authorized written agreement with the LLC.

(f) *Vacancies.* The Board of Manager(s) may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any office. Each such successor shall hold office for the unexpired term of his or her predecessor and until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal.

(g) *Chairman of the Board and Vice-Chairman of the Board.* The Board of Manager(s) may appoint a Chairman of the Board and may designate the Chairman of the Board as Chief Executive Officer. If the Board of Manager(s) appoints a Chairman of the Board, he or she shall perform such duties and possess such powers as are assigned to him or her by the Board of Manager(s). If the Board of Manager(s) appoints a Vice-Chairman of the Board, he or she shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties and possess such other powers as may, from time to time, be vested in him or her by the Board of Manager(s).

(h) *President.* Initially, Mr. Seymour shall be the President. The President shall, subject to the direction of the Board of Manager(s), have general charge and supervision of the business of the LLC. Unless otherwise provided by the Board of Manager(s), he or she shall preside at all meetings of the Members, and, if he or she is a Manager, at all meetings of the Board of Manager(s). Unless the Board of Manager(s) has designated the Chairman of the Board or another officer as Chief Executive Officer, the President shall be the Chief Executive Officer of the LLC. The President shall perform such other duties and shall have such other powers as the Board of Manager(s) may, from time to time, prescribe.

(i) *Vice Presidents.* Any Vice President shall perform such duties and possess such powers as the Board of Manager(s) or the President may, from time to time, prescribe. In the event of the absence, inability to act of the President, upon direction of the Board of Managers only, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Manager(s)) shall perform the duties of the President and when so performing shall have all the powers of and be subject to all the restrictions upon the President. The Board of Manager(s) may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Manager(s).

(j) *Clerk and Assistant Clerks.* Initially, Mr. Seymour shall be the Clerk. The Clerk shall perform such duties and shall have such powers as the Board of Manager(s) or the President may, from time to time, prescribe.

Any Assistant Clerk shall perform such duties and possess such powers as the Board of Manager(s), the President or the Clerk may, from time to time, prescribe. In the event of the absence, inability or refusal to act of the Clerk, the Assistant Clerk (or if there shall be more than one, the Assistant Clerks in the order determined by the Board of Manager(s)) shall perform the duties and exercise the powers of the Clerk.

In the absence of the Clerk or any Assistant Clerk at any meeting of Members or Manager(s), the person presiding at the meeting shall designate a temporary secretary to keep a record of the meeting.

(k) *Treasurer and Assistant Treasurers.* Initially, Mr. Seymour shall be the Treasurer. The Treasurer shall perform such duties and shall have such powers as may, from time to time, be assigned to him or her by the Board of Manager(s) or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of the treasurer of a corporation, including, without limitation, the duty and power to keep and be responsible for all funds and securities of the LLC, to deposit funds of the LLC in depositories selected in accordance with this Agreement, as amended, and such other rules and regulations as promulgated by the LLC, to disburse such funds as ordered by the Board of Manager(s), to make proper accounts of such funds, and to render as required by the Board of Manager(s) statements of all such transactions and of the financial condition of the LLC.

The Assistant Treasurers shall perform such duties and possess such powers as the Board of Manager(s), the President or the Treasurer may, from time to time, prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Manager(s)) shall perform the duties and exercise the powers of the Treasurer.

(l) *Salaries.* Officers of the LLC shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed, from time to time, by the Manager(s).

6.05 *Interpretation of Rights and Duties of Manager(s) and Members.* To the fullest extent permitted by the Act and other applicable law, and to the extent not inconsistent with the specific provisions of this Agreement or the Certificate, it is the intention of the parties as follows:

(a) the Board of Manager(s) shall have the power to do any and all acts, statutory and otherwise, with respect to the LLC that the board of directors of a Maine corporation would have with respect to such Maine corporation; and

(b) the Members shall have no power or authority whatsoever with respect to the management of the business and affairs of the LLC, except as set forth by the Certificate, this Agreement, or by the Board of Manager(s),

6.06 *Certain Permitted Transactions.* Without limitation of any of its powers set forth in Section 6.01, above, the Board of Manager(s) is expressly authorized, for, in the name of, and on behalf of, the LLC, to cause the LLC to enter into such agreements with one or more Manager(s) to provide certain management services to the LLC, and will receive expense reimbursement and a monthly fee as agreed by the Board of Manager(s).

6.07 *Member Approval Requirements.* Notwithstanding the provisions of Section 6.01 or any other provision of this Agreement to the contrary, without the prior written notice to the voting Members, the Board of Manager(s) shall not cause the LLC to sell all or substantially all of the assets of the LLC.

6.08 *Binding the LLC.* Except as the Board of Manager(s) may generally or in any particular case or cases otherwise authorize, and subject to the other provisions of this Agreement and the Certificate, all deeds, leases, contracts, bonds, notes, checks, drafts or other obligations made, accepted or endorsed by the LLC shall be signed by Mr. Seymour.

6.09 *Contracts with Members; Services.* With the Consent of a majority in number of Manager(s) in each case, the LLC may engage in business with, or enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services or space with any Member or Affiliate of a Member, and may pay compensation in connection with such business, goods, services or space, provided in each case that the amounts payable thereunder are reasonably comparable to those that would be payable to unaffiliated persons under similar agreements; and, if the Board of Manager(s) determines in good faith that such amounts are so comparable, such determination shall be conclusive absent manifest error. Members contributing services in exchange (in part or in whole) for their Member Interest shall use best efforts to perform such services, at least to the highest industry standards, at the direction of the Manager(s) and Officers of the LLC. Each Member shall use all their efforts and time as set forth in Schedule C, attached hereto.

6.10 *Indemnification and Exculpation.* (a) No Manager or its Affiliates shall have any liability to the LLC or to any Member for any loss suffered by the LLC that arises out of any action or inaction of any Manager, if such Manager, as the case may be, in good faith, determined that such course of conduct was in the best interests of the LLC and such course of conduct did not constitute gross negligence or willful misconduct of such Manager.

(b) The Members' respective obligations to each other are limited to the express obligations described in this Agreement, which obligations the Members shall carry out with ordinary prudence and in a manner characteristic of businesspersons in similar circumstances. Except as may be provided in a separate agreement between the LLC and the respective Member, no Member shall be a fiduciary of or have any fiduciary obligations to the other Members in connection with the LLC or this Agreement or such Member's performance of its obligations under this Agreement, and each Member hereby waives to the fullest extent permitted by applicable law any rights it may have to claim any breach of fiduciary obligation under this Agreement or in connection with the LLC.

(c) Each Manager shall be indemnified by the LLC against any losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it with respect to actions taken by such Manager on behalf of the LLC, provided that no indemnification shall be provided for any person with respect to any matter as to which he or she shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his or her action was in the best interest of the LLC. Without limiting the foregoing, the Board of Manager(s) may elect (on a case-by-case basis) to permit such indemnification to include payment by the LLC of expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition of such action or proceeding, upon receipt of an undertaking by the person indemnified to repay such payment if he or she shall be adjudicated not to be entitled to indemnification under this Section 6.10, which undertaking may be accepted without reference to the financial ability of such person to make repayment. Any indemnification to be provided hereunder may be provided even if the person to be indemnified is no longer a Manager.

(d) Notwithstanding the foregoing, no Manager, nor its respective Affiliates, nor any person acting as a broker-dealer, shall be indemnified for any losses, liabilities or expenses arising from or out of a violation of federal or state securities laws or any other intentional or criminal wrongdoing. Any indemnity under this Section 6.10 shall be paid from, and only to the extent of, LLC assets, and no Member shall have any personal liability on account thereof. The LLC shall not incur the cost of that portion of any insurance, other than public liability insurance, which insures any party against any liability as to which such party is herein prohibited from being indemnified.

6.11 *Other Activities.* (a) Except as provided in Schedules B and C hereof, any separate agreement between the LLC and the Member or Manager and in Section 6.11(b), below, the Members and Manager(s), may engage in and possess interests in other business ventures and/or investment opportunities of every kind and description, independently or with others, including serving as directors, officers, stockholders, managers, members and general or limited partners of corporations, partnerships or other limited liability companies with purposes similar to those of the LLC. Neither the LLC nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom, except by express written agreement of the particular parties seeking to grant and receive such rights.

(b) The Members have entered the LLC's Confidentiality Non-Disclosure Agreement of same or near date as the Effective Date hereof and the provisions of such are incorporated herein and made a part hereof by reference. See Schedule B of this Agreement.

ARTICLE VII

Fiscal Matters

7.01 *Books and Records.* The Board of Manager(s) shall keep or cause the Treasurer to keep complete and accurate books and records of the LLC on the income tax method of reporting and otherwise in accordance with generally accepted accounting principles consistently applied, which shall be maintained and be available, in addition to any documents and information required to be furnished to the Members under the Act, at the office of the LLC or other location designated by the Managers with notice to the Members, for examination and copying by any Member or Manager, or his, her or its duly authorized representative, at its reasonable request and at its expense during ordinary business hours. A current list of the full name and last known address of each officer, Member and Manager; a copy of this Agreement and any amendments thereto; the Certificate, including all certificates of amendment thereto; executed copies of all powers of attorney, if any, pursuant to which this Agreement, any amendment, the Certificate or any certificate of amendment has been executed; and copies of the LLC's financial statements and federal, state and local income tax returns and reports, if any, for the three most recent fiscal years, shall be maintained at the registered office of the LLC and as required by the Act.

The LLC shall have no obligation to deliver or mail a copy of the Certificate or any amendment thereto to the Members.

7.02 *Reports.* Following the end of each fiscal year, the Board of Manager(s) shall cause to be prepared and sent to all Members a financial report of the LLC, including a balance sheet and a profit and loss statement, and, if such profit and loss statement is not prepared on a cash basis, a statement of changes in financial position, which may be certified by an independent certified public accountant, as deemed necessary by the Board of Manager(s). Following the end of each fiscal year, the Board of Manager(s) shall furnish (or cause to be furnished) to all Members with such information as may be needed to enable the Members to file their federal income tax returns and any required state income tax return. The cost of all such reporting shall be paid by the LLC as an LLC expense. Any Member may, at any time, at its own expense, cause an audit of the LLC books to be made by a certified public accountant of its own selection. All expenses incurred by such accountant shall be borne by such Member.

7.03 *Bank Accounts.* The Treasurer shall be responsible for causing one or more accounts to be maintained in a bank (or banks), which accounts shall be used for the payment of the expenditures incurred by the Manager(s) and the officers in connection with the business of the LLC, and in which shall be deposited any and all cash receipts of the LLC. All deposits and funds not needed for the operations of the LLC may be invested in short-term investments, including securities issued or fully guaranteed by United States government agencies; certificates of deposit of banks; bank repurchase agreements covering the securities of the United States government; commercial paper rated A or better by Moody's Investors Services, Inc.; money market funds; interest-bearing time deposits in banks and thrift institutions; and

such other similar investments as the Manager(s) may approve. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Treasurer (or the Manager(s) or such other officers of the LLC, as authorized by the Manager(s)) for the purposes specified in this Agreement. Withdrawals from any LLC bank or similar account shall be made and other activity conducted on such signature or signatures as shall be approved by the Manager(s).

7.04 *Fiscal Year.* The fiscal year of the LLC shall end on December 31 of each year.

7.05 *Tax Matters Partner.* The Manager(s) shall designate a Member to serve as the “tax matters partner” of the LLC.

If, at any time, such person is not eligible under the Code to serve, or refuses to serve, as the tax matters partner, another Member shall be designated by the Manager(s) to serve as the tax matters partner. The tax matters partner is hereby authorized to and shall perform all duties of a tax matters partner under the Code and shall serve as tax matters partner until his, her or its resignation or until the designation of his, her or its successor, whichever occurs sooner.

ARTICLE VIII

Transfers of Interests

8.01 *General Restrictions on Transfer of Interests by Members.* (a) No Member may Transfer his, her or its interest in the LLC unless the Manager(s) shall have previously approved such Transfer in writing, the granting or denying of which consent shall be in the Manager(s)’ absolute discretion; provided that if such Transfer is to a person that is not already a Member, the Transferring Member must obtain Unanimous Consent from Members prior to such Transfer. Notwithstanding the foregoing, this 8.01 shall not limit Mr. Seymour’s right and authority to sell the Company and/or all or substantially all of the Company’s assets.

No assignment of the interest of a Member shall be made if, in the opinion of counsel to the LLC, such assignment (i) may not be effected without registration under the Securities Act; (ii) would result in the violation of any applicable state securities laws; (iii) unless approved by the Board of Manager(s), would result in a termination of the LLC under the appropriate Internal Revenue Code; or (iv) unless approved by the Board of Manager(s), would result in the treatment of the LLC as a “publicly traded limited partnership” for tax purposes. The LLC shall not be required to recognize any such assignment until the instrument conveying such interest has been delivered to the Board of Manager(s) for recordation on the books of the LLC. Unless an assignee becomes a substituted Member in accordance with the provisions of Section 8.01(b), the assignee shall not be entitled to any of the rights granted to a Member hereunder, other than the right to receive all or part of the share of the Gross Income, Net Profits, Net Losses, appropriate deductions, cash distributions or returns of capital to which his or her assignor would otherwise be entitled.

(b) An assignee of the interest of a Member, or any portion thereof, shall become a substituted Member entitled to all the rights of a Member if, and only if:

- (i) the assignor gives the assignee such right;
- (ii) the following persons, as applicable, shall have consented to such substitution in writing, the granting or denying of which consent shall be in their absolute discretion: Mr. Seymour.
- (iii) the assignee pays to the LLC all costs and expenses incurred in connection with such substitution, including specifically, without limitation, costs incurred in the

review and processing of the assignment and in amending the LLC's then current Certificate and/or Limited Liability Company Agreement, if required; and

- (iv) the assignee executes and delivers an Amendment to this Agreement (and to the Certificate, if required), which Amendment shall be executed by Mr. Seymour or other person authorized by the Board of Manager(s) and by such assignee, and such other instruments, in form and substance satisfactory to the Board of Manager(s), as may be necessary, appropriate or desirable to effect such substitution and to confirm the agreement of the assignee to be bound by the terms and provisions of this Agreement.

(c) The LLC, the Board of Manager(s) and the officers of the LLC shall be entitled to treat the record owner of any LLC interest as the absolute owner thereof in all respects, and shall incur no liability for distributions of cash or other property made in good faith to such owner until such time as a written assignment of such interest has been received and accepted by the Board of Manager(s) and recorded on the books of the LLC. The Board of Manager(s) may refuse to accept an assignment until the end of the next successive quarterly accounting period. In no event shall any Membership interest, or any portion thereof, be sold, transferred or assigned to a minor or incompetent, and any such attempted sale, transfer or assignment shall be void and ineffectual and shall not bind the LLC or the Board of Manager(s).

8.02 *Transfers of Interests by Members Who Serve as Manager(s).* (a) A Transfer or assignment of an interest by a Member-Manager shall transfer only the economic interest, rights, duties and obligations of the transferor in its capacity as a Member, and no transferee shall obtain, as a result of such Transfer or assignment, any rights as a Manager.

(b) A Member-Manager who assigns or Transfers all (but not less than all) of his, her or its interest as a Member shall be deemed to have tendered his, her or its resignation as a Manager to the Board of Manager(s) effective as of the date of such transfer or assignment. A majority of the Board of Manager(s), exclusive of the resigning Member, may accept or reject such resignation. In the event there are no remaining Managers, the Members, by Unanimous Consent, may accept or reject such resignation. If accepted, the acceptance date shall be the effective date of the resignation. Failure to reject such resignation within 30 days after the tender thereof shall be deemed to constitute acceptance of such resignation.

8.03 *Restrictions as to Certain Matters.* Every Transfer of an interest of a Member of the LLC permitted by this Article VIII shall be subject to the following restrictions.

(a) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or violation of non-compliance with the then applicable laws, rules and regulations of any governmental authority having jurisdiction over such Transfer. The Board of Manager(s) may require as a condition of any Transfer that the transferor furnish an opinion of counsel, satisfactory to the LLC (both as to counsel and as to the substance of the opinion), that the proposed Transfer complies with applicable law, including the laws, rules or regulations applicable to the LLC's industry, federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended; or if such transfer would cause the LLC to lose a license, permit or other business authorization.

(b) The Board of Manager(s) may require, as a condition to the admission to the LLC as a Member of any transferee who is not a Member, that such transferee demonstrate to the reasonable satisfaction of the Board of Manager(s) that he, she or it is either a financially responsible person or has one or more financially responsible persons who have affirmatively assumed the financial obligations of the transferee under this Agreement, if any, on his, her or its behalf.

(c) Unless the Board of Manager(s) has specifically approved otherwise in writing, a transferor of an interest as a Member of the LLC, if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement, shall not be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer, except to the extent of the payments made in the transferor's place by any transferee of its interest, and the LLC may proceed to collect any amount due from the transferor as and when due, together with interest thereon from the date for payment stated herein at the rate of 18 percent per annum, compounded monthly, but not exceeding the maximum rate permitted by law, and all costs and expenses of collection incurred by the LLC (including reasonable fees and disbursements of counsel).

(d) Any person who acquires in any manner whatsoever an interest (or any part thereof) in the LLC, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 8.01(b), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(e) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be or be treated as or deemed to be a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the provisions of this Agreement concerning such transactions.

8.04 *Permitted Transfers.* Intentionally omitted.

8.05 *Conditions of Certain Member Interest.* Notwithstanding anything to the contrary herein, the conditions of certain Member Interest are set forth in Schedule C, attached hereto and incorporated herein.

ARTICLE IX

Dissolution

9.01 *Events Causing Dissolution.* The LLC shall be dissolved and its affairs wound up upon the following events:

(a) in the event no tenant of the LLC wins the Town of Kittery Adult Use Marijuana Store License Lottery for an invitation to apply for a Marijuana Retail Store License ("License") and no Potential Tenant otherwise receives an invitation to submit an Application for Marijuana Business License to operate an Adult-Use Marijuana Retail Store, the LLC may be dissolved and its affairs wound up, at the sole discretion of the Board of Manager(s).

(b) the sale or other disposition of all or substantially all of the assets of the LLC, unless the disposition is a transfer of assets of the LLC in return for consideration other than cash and the Board of Manager(s) determines not to distribute all or substantially all of such non-cash items to the Members;

- (c) the election to dissolve the LLC made in writing by the Board of Manager(s) with the Consent of the Members;
- (d) any consolidation or merger of the LLC with or into any entity following which the LLC is not the resulting or surviving entity; or
- (e) upon the occurrence of an event specified under the laws of the State of Maine as one effecting dissolution, except that where, under the terms of this Agreement or the Act, the LLC is not to terminate, then the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions and provisions of this Agreement.

9.02 *Continuation of the LLC.* Notwithstanding the occurrence of death, insanity, expulsion or dissolution of a Member, the LLC shall not be dissolved and its business and affairs shall not be discontinued, and the LLC shall remain in existence as a limited liability company under the laws of the State of Maine, if the remaining Members acting by Consent, elect within 90 days after such occurrence to continue the LLC and the LLC's business.

9.03 *Procedures on Dissolution.* Dissolution of the LLC shall be effective on the day on which occurs the event giving rise to the dissolution, but the LLC shall not terminate until the Certificate shall have been canceled and the assets of the LLC shall have been distributed as provided herein. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business of the LLC and the affairs of the Members, as such, shall continue to be governed by this Agreement. The Board of Manager(s) or a liquidator appointed by the Board of Manager(s), shall liquidate the assets of the LLC, apply and distribute the proceeds thereof as contemplated by this Agreement and cause the cancellation of the Certificate.

9.04 *Distributions upon Liquidation.* (a) After payment of liabilities owing to creditors, the Board of Manager(s) or such liquidator shall set up such reserves as it deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the LLC. Said reserves may be paid over by the Board of Manager(s) or such liquidator to a bank, to be held in escrow for the purpose of paying any such contingent or unforeseen liabilities or obligations, and, at the expiration of such period as the Board of Manager(s) or such liquidator may deem advisable, such reserves shall be distributed to the Members or their assigns in the manner set forth in paragraph (b), below.

(b) After paying such liabilities and providing for such reserves, the Board of Manager(s) or liquidator shall cause the remaining net assets of the LLC to be distributed to and among the Members in the order of priority set forth in Article IV hereof. In the event that any part of such net assets consists of notes or accounts receivable or other non-cash assets, the Board of Manager(s) or liquidator may take whatever steps it deems appropriate to convert such assets into cash or into any other form which would facilitate the distribution thereof. If any assets of the LLC are to be distributed in kind, such assets shall be distributed on the basis of their fair market value net of any liabilities.

ARTICLE X

Miscellaneous

10.01 *Notices.* Except for notices of meetings of Manager(s) and Members, notice of which shall be given in the manner provided in Sections 6.02(h) and 6.03(e), respectively, any and all notices under this Agreement shall be effective (a) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid; (b) on the first business day after being sent by express mail, receipt confirmed facsimile, or commercial overnight delivery service providing a receipt for delivery; (c) on the date of hand delivery; or (d) on the date actually received or rejected, if sent by any other method. To be effective, all such notices shall be addressed, if to the LLC, at its registered office under the Act, and if to a Member or Manager, at the last address of record on the LLC books, and copies

of such notices shall also be sent to the last address that is known to the sender for the recipient, if different from the address so specified.

10.02 *Word Meanings.* Words such as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole, and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

10.03 *Binding Provisions.* Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, legal representatives, successors and assigns.

10.04 *Applicable Law; Arbitration.*

(a) This Agreement shall be construed and enforced in accordance with the laws of the State of Maine, including the Act, as interpreted by the courts of the State of Maine, notwithstanding any rules regarding choice of law to the contrary (provided that, to the extent not inconsistent with the specific provisions of this Agreement, the Act or the Certificate, the authority of the Board of Manager(s) shall be determined by reference to the Maine Business Corporation Act).

(b) The Parties hereto waive their rights to seek remedies in court, including any right to a jury trial. The Parties agree that in the event of any dispute between or among them or any of their affiliates, such dispute shall be resolved exclusively by arbitration to be conducted in accordance with the rules of the American Arbitration Association (“AAA”) applying the laws of the State of Maine as to any claim arising from or related to the terms of this Agreement, any Party’s ownership/membership, manager, director or officer position with the Company, or otherwise. Any arbitration proceeding shall be brought before arbitrators sitting in Portland, Maine. The Parties agree that such arbitration shall be conducted by a three (3) member panel (“**Arbitration Panel**”). Each Party shall select one (1) arbitrator from a list provided by the AAA, which arbitrators shall select a third arbitrator. By mutual agreement, the Parties may jointly waive the right to a three (3) member panel and have any arbitration proceeding conducted by a single arbitrator, per the AAA rules. Discovery shall be permitted as required by the rules of the AAA, and that the arbitration award shall include factual findings, conclusions of law and findings and award pursuant to 10.04(c) below. Any award rendered by the arbitrator shall be final and binding and judgment may be entered on it, as provided by law. Notwithstanding the foregoing, an action for injunction or specific performance, may be brought by either Party in any court having jurisdiction for the protection of the business and goodwill of either Party pending the decision of an arbitrator regarding the same, without posting bond. Any appeal, petition to vacate or confirm, or any proceedings to enforce (“**Further Proceedings**”) shall be brought in the state or federal court in Portland, Maine and the Parties expressly submit to the jurisdiction of such courts for any Further Proceedings by process served by certified mail, return receipt requested, on such Party as set forth below.

(c) In the event a party initiates arbitration and after the arbitration proceeding, the Arbitration Panel (or single arbitrator, if applicable) finds that the claim(s) in its/their entirety, brought before such Arbitration Panel by the initiating Party, is/are frivolous, the other Party(ies) shall be entitled to seek an award for reasonable attorney’s fees and costs for such arbitration proceeding.

10.05 *Counterparts.* This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

10.06 *Separability of Provisions.* Each provision of this Agreement shall be considered separable. To the extent that any provision of this Agreement is prohibited or ineffective under the Act, this Agreement shall be considered amended to the smallest degree possible in order to make the Agreement effective under the Act (and, if the Act is subsequently amended or interpreted in such manner as to make effective any provision of this Agreement that was formerly rendered invalid, such provision shall automatically be considered to be valid from the effective date of such amendment or interpretation).

10.07 *Section Titles.* Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

10.08 *Amendments.* Except as otherwise specifically provided in this Agreement, including, without limitation, in Sections 2.06, 3.02 and Article VIII, this Agreement may be amended or modified only by Unanimous Consent of the Members, and any such amendment may include, without limitation, an amendment providing for capital contributions from, distributions to, and allocations of Net Profits and Net Losses (and items thereof) to one or more additional classes of Members; provided that:

- (a) no such amendment shall increase the liability of, increase the obligations of or adversely affect the interest of, any Member without the specific consent of such Member (except that an amendment adopted pursuant to Section 2.06 or Section 3.02 may reduce a Member's interest in the LLC without such Member's specific consent);
- (b) no such amendment shall increase the liability of or increase the obligations of the Board of Manager(s) without the prior Consent of the Board of Manager(s); and
- (c) subject to clauses (a) and (b), above, any amendment to this Section 10.08 shall require the Unanimous Consent of Members.
- (d) nothing in this Section 10.08 shall limit Mr. Seymour's right to sell the Company or all or substantially all of the Company's assets in accordance herewith.

10.09 *Third-Party Beneficiaries.* The provisions of this Agreement, including Article III, are not intended to be for the benefit of any creditor (other than a Member or Manager who is a creditor) or other person (other than a Member or Manager in his, her or its capacity as such) to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC or any of the Members or Manager(s). Moreover, notwithstanding anything contained in this Agreement, including, without limitation, Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation (or otherwise) against the LLC or any Member or Manager.

10.10 *Entire Agreement.* This Agreement including each of the Schedules attached hereto, embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. The Members and Manager(s) hereby agree that each Member and each Manager shall be entitled to rely on the provisions of this Agreement, and no Member or Manager shall be liable to the LLC or any other Member or Manager for any action or refusal to act taken in good faith reliance on the terms of this Agreement.

10.11 *Waiver of Partition.* Each Member agrees that irreparable damage would be done to the LLC if any Member brought an action in court to dissolve the LLC. Accordingly, each Member agrees that he, she or it shall not, either directly or indirectly, take any action to require partition or appraisal of the LLC or of any of the assets or properties of the LLC, and, notwithstanding any provisions of this Agreement to the contrary, each Member (and his, her or its successors and assigns) accepts the provisions of the Agreement as his, her or its sole entitlement on termination, dissolution and/or liquidation of the LLC and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or

other liquidation with respect to his, her or its interest, in or with respect to, any assets or properties of the LLC. Each Member agrees that he, she or it will not petition a court for the dissolution, termination or liquidation of the LLC.

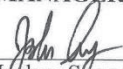
10.12 *Conflict.* In the event any provision(s) of Article I – Article X of this Agreement, conflicts with any provision(s) of Schedule C, the conflicting provision(s) in Schedule C shall control.

[Signatures on next page.]

EACH PARTY ACKNOWLEDGES THAT HE/SHE/IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL CONCERNING THIS AGREEMENT AND THE PAYMENT(S) MADE IN ASSOCIATION WITH THIS AGREEMENT AND HE/SHE/IT ACKNOWLEDGES THAT HE/SHE/IT HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT HE/SHE/IT IS FULLY AWARE OF ITS LEGAL EFFECT, AND THAT HE/SHE/IT HAS ENTERED INTO IT FREELY BASED ON HIS/HER/ITS OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

MANAGER:



Joshua Seymour, Manager


MEMBERS:



Joshua Seymour, Member



Davis Drolet, Member



Andrew Beasley, Member

SCHEDULE A

**TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
GTF KITTERY 8, LLC**

MEMBERS

<u>Names and Addresses of Members</u>	<u>Percentage Interest</u>	<u>Units</u>	<u>Voting/Non-Voting</u>	<u>Capital Contribution</u>
Joshua Seymour 8 Deer Ridge Lane Kittery, Maine 03904	85%	850	Voting	Know-how and certain services.
Davis Drolet 184 Pine Hill Road Berwick, Maine 03901	10%	100	Voting	Certain services, as described herein and know-how.
Andrew Beasley 50 Long Swamp Road Berwick, Maine 03901	5%	50	NON-Voting	Certain services, as described herein and know-how.

Manager(s)

Sole Manager:

Joshua Seymour
8 Deer Ridge Lane
Kittery, Maine 03904

Officers

Initially, none.

**SCHEDULE B
TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
GTF KITTERY 8, LLC**

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

WITH NON-COMPETE AND NO SOLICITATION PROVISIONS

This Nondisclosure and Confidentiality Agreement (this “NDA”) is made by and between GTF KITTERY 8, LLC, a Maine limited liability company (referred to herein as the “**Discloser**”) and the undersigned individuals and companies (separately and collectively referred to herein as the “**Recipient**”), each referred to herein as a “Party” and collectively referred to herein, as the “Parties.”

Recitals

WHEREAS, reference is made to the Limited Liability Company Agreement of same or near date hereof (the “LLC Agreement”), of which this NDA is a part;

WHEREAS, and the Discloser has invested and intends to continue to invest considerable time, money other resources, in business development, business concepts, contacts, relationships, systems, services, products, proprietary data, methodologies, processes, techniques and formula and branding and marketing studies, analyses and strategies, all of which are deemed to be confidential and proprietary information developed by Discloser and/or Recipient, related to the Business and are deemed to embody trade secrets in whole or in part, which have commercial value and are not generally or publicly known (referred to herein as the “Intellectual Property”).

NOW THEREFORE, in consideration of the Discloser entering the LLC Agreement and/or disclosing the Confidential Information to Recipient, and other valuable consideration, the receipt and adequacy of which is acknowledged by the Recipient, the Recipient agrees as follows:

1. The Recitals set forth above shall be incorporated herein by reference.
2. **Definitions:**
 - 2.1. For purposes of this NDA, “Confidential Information” shall include confidential information and proprietary information and all knowledge, information, documents and materials owned, developed or possessed by the Discloser or on behalf of the Discloser, by the Recipient or on behalf of the Recipient and including, but not limited to, Intellectual Property, as defined above, business development plans, prices, costs, sales, content and/or processes and forecasts, inventions, registration information, certification information, licensing information, leasing information, legal information, operational procedures, knowledge of the organization, services, formulas, recipes, techniques, contracts, financial information, business methods, business plans, details of consultant contracts, new personnel acquisition plans, business acquisition plans, customer lists, customer payment information, business relationships of the Business and other information owned, developed, possessed, sold or licensed, to or by the Discloser, and all notes, analyses, compilations, forecasts, studies, interpretations and other documents and materials prepared by or for the Transactions, the Business or the Discloser.
 - 2.2. For purposes of this NDA “Unauthorized” shall mean, without express written authorization from an officer or manager of the Discloser.
 - 2.3. The term “person” as used in this NDA will be interpreted to include, without limitation, any corporation, company, partnership, limited liability company, joint venture or individual.

2.4. The capitalized term “Business” shall mean the business of the Discloser. “Transactions” shall mean the underlying transactions of the LLC Agreement.

3. **Confidentiality:**

3.1 Recipient agrees to the following, irrespective of the manner in which the Confidential Information is provided,

- (a) Recipient shall forever keep secret and retain in strictest confidence and not divulge, disclose, discuss, distribute, disseminate, copy or otherwise use or suffer to be used in any manner, except in furtherance of the Business, any Confidential Information, or any portion thereof; and, no divulgence, disclosure, discussion, distribution, dissemination, copy or other use shall be made in any Unauthorized manner or for any Unauthorized purpose;
- (b) Recipient shall not, without the prior written consent of the Discloser, use or permit to be used, any Confidential Information for any purpose whatsoever, other than the Business; and
- (c) Recipient shall make no disclosures of any type regarding said Confidential Information or any portion thereof, including without limitation, verbal, written and electronically-transmitted disclosures, for any purpose, to any person, without the prior written consent of the Discloser.

4. The obligations of **Section 3** of this NDA shall not apply to any Confidential Information which, the Recipient can demonstrate: (a) is now or becomes hereafter available to the public through no fault of Recipient or Recipient’s Representative; (b) becomes known to the Recipient from a third party not in violation of any contractual, legal or fiduciary obligation of such third party, as substantiated by clear and unequivocal written evidence to this effect; (c) is independently developed by the Recipient without the use of or reference to the Confidential Information of the Discloser; (d) is approved for release by written authorization of the Discloser, but only to the extent of and subject to such conditions as may be imposed in such written authorization; (e) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure, provided however, that the Recipient shall first notify the Discloser of the law or regulation and permit the Discloser to seek an appropriate protective order, if applicable; or (f) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivision thereof, but only to the extent of and for the purposes of such order, provided however, that the Recipient shall first notify the Discloser of the order and permit the Discloser to seek an appropriate protective order; (g) is not Discloser’s financial information and is disclosed and/or used for business purposes not otherwise prohibited by the LLC Agreement.

5. Recipient acknowledges that any breach of this NDA could cause irreparable harm to the Discloser, for which damages would not be an adequate remedy. Therefore, the Recipient agrees that the Discloser shall be entitled to equitable relief, including injunctive relief, to prevent or cure any breach of the obligations set forth in this NDA, without posting bond or other security, in addition to all other remedies available at law or equity that the Discloser may have now or in the future. Recipient agrees that the Discloser shall be entitled to recovery of its attorneys’ fees and other associated costs incurred as a result of any attempt to redress any breach by Recipient or Recipient Representative(s) to enforce its rights and protect its interests under the Agreement.

6. Recipient shall not have the right to assign or transfer any obligations under this NDA, without obtaining the prior written consent of the Discloser. Any attempted assignment or transfer that does not comply with this **Section 6**, shall be null and void.

7. Recipient shall immediately give the Discloser notice of any information that comes to Recipient’s attention, that leads Recipient to suspect that any person other than the Discloser is using or disclosing any portion of the Confidential Information, without the Discloser’s authorization, including but not limited to, any unauthorized release of the Confidential Information. Such notice shall be provided to the Discloser first by telephone or e-mail and then by certified mail pursuant to **Section 16**.

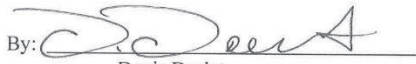
8. All waivers of any rights or obligations set forth in this NDA must be in writing. The failure by the Discloser at any time to require Recipient's performance of any obligation under this NDA shall not affect the right to later require performance of that obligation. Any waiver of any breach of any provision of this NDA shall not be construed as a waiver of any prior, continuing or later breach of such provision or a waiver or modification of that provision. No rights or licenses, expressed or implied, are hereby granted to Recipient as a result of this NDA.
9. **No Competition.**
 - (a) Recipient and undersigned Principals, each further agree that he/she/it will engage in no activities that compete with the Discloser, involving the use or disclosure of said Confidential Information or any part thereof, whether before the closing of the Transactions or thereafter;
 - (b) Recipient and undersigned Principals, shall not Compete with the Business, within State of Maine and within 60 miles from any Discloser or affiliates' location ("Restricted Territory") during their Membership with the Discloser and for 2 years following the end of the later of either their Membership or employment with the Discloser ("Restricted Period"); provided however, that a Member may compete with the Company within the Restricted Territory during the Restricted Period, if the Member provides the other Members with reasonable notice of the business opportunity, with the ability to join the Member in the competing activity, under equitable terms.
 - (c) "**Compete**" means, activities involving the solicitation of customers of the Business; engaging in or become interested as a proprietor, partner, employee, consultant, promoter, director or stockholder, owner, principal, joint venturer, member, officer, contractor, lender, consultant, manager or otherwise, of any person, firm, corporation or association engaged in the business of cannabis cultivation, production, manufacturing or sales; or take any action that is designed or intended or may be reasonably expected to have the effect of discouraging any current or prior customer, clients, patients, suppliers, retailer, vendor or other third party from initiating a business relationship or maintaining its business relationship with the Business; or participate in any engagement or association with or for a business that directly competes with the Business, and engages in the retail sale or hardware, lumber or building supplies business.
 - (d) Exceptions. The following are exceptions to Section 9 (a)-(c). The Recipients and their Principals shall not be prohibited from engaging any cannabis business that is not otherwise prohibited by the LLC Agreement.
10. This NDA constitutes the entire agreement between Recipient and the Discloser with respect to this matter and shall in all respects supersede and prevail over all prior oral or written agreements or understandings between them, with regard to its subject matter and supplements but does not replace the LLC Agreement. In the event of conflict between the LLC Agreement and this NDA, this NDA shall control. No amendment, alteration, or modification of this NDA shall be valid unless, in each instance such amendment, alteration or modification is set forth in a writing signed by all Parties.
11. If any section, sentence, clause, word or combination thereof in this NDA is judicially or administratively interpreted or construed as being in violation of any law of any jurisdiction, such section, sentence, clause, word or combination shall be deemed automatically modified in that jurisdiction to conform to the requirements for validity as so interpreted. If such section, sentence, clause, word or combination cannot be so modified, it shall be inoperative in such jurisdiction and the remainder of this NDA shall remain binding upon Recipient in such jurisdiction and the enforceability of this NDA, as a whole, shall be unaffected elsewhere. Unless the context otherwise requires, words set forth herein, denoting the singular, shall include the plural and vice versa.
12. This NDA shall be governed by, and construed in accordance with, the laws of the State of Maine, excluding those laws that direct the application of the laws of another jurisdiction. The Recipient hereby consents to the jurisdiction of any State or Federal court of competent jurisdiction located in Cumberland County, Maine.
13. The Recipient acknowledges that he/she/it has read and understands this NDA, that he/she/it is fully aware of its legal effect, and that he/she/it has entered into it freely based on his/her/its own judgment and not on any representations or promises other than those contained in this NDA.
14. The provisions contained herein shall not be construed in favor of or against any Party because that Party, his/her/its counsel, or a third party on his/her/its behalf drafted this NDA, but shall be construed as if all Parties prepared this NDA, and any rules of construction to the contrary are hereby specifically waived. The terms of this NDA were negotiated at arm's length by the Parties hereto.

15. The paragraph headings contained in this NDA are for reference purposes only and shall not affect in any way the meaning or interpretation of this NDA.
16. Any notices hereunder shall be given in writing by personal delivery or by certified mail, return receipt requested, postage prepaid, to the Discloser last known address provided by Discloser, with a copy to Michelle DelMar, Esq., DelMar Law Offices, PC, 254 Commercial Street, Suite 245, Portland, Maine 04101 and to Recipient at their respective address set forth below. Notices shall be deemed effective upon receipt. Address may change with notice to Recipient.
17. Upon Discloser's request, Recipient shall provide and return to Discloser all the Confidential Information, whether in hard copy or in electronic format; and deliver to the Discloser, a certificate of compliance, certifying, that Recipient has returned all of Discloser's Confidential Information and not retained any duplicates thereof.
18. **No Solicitation.** Recipient agrees, for a period of two (2) years from the date of this NDA, not to directly or indirectly solicit any of employees of the Discloser.

IN WITNESS WHEREOF, Recipient executes this Nondisclosure and Confidentiality Agreement with Non-Compete and No Solicitation provisions voluntarily, without duress or compulsion, effective as of the earlier of either the first date of disclosure of Confidential Information by Discloser to Recipient, or the date set forth below.

Effective Date: August 31, 2021

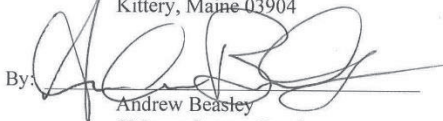
Recipients:

By: 

Davis Drolet
184 Pine Hill Rd
Berwick, Maine 03901

By: 

Joshua Seymour
8 Deer Ridge Lane
Kittery, Maine 03904

By: 

Andrew Beasley
50 Long Swamp Road
Berwick, Maine 03901

**SCHEDULE C
TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
GTF KITTERY 8, LLC**

Conditions of Certain Member Interest

1. Initial Annual Salaries: *Intentionally omitted.*

2. In the event of Davis Drolet's Retirement Event at Green Truck Farms I, LLC, Green Truck Farms II, LLC and/or Green Truck Farms III, LLC, or any affiliate of the Company for any reason prior to the Tenth (10th) anniversary of the date of this Agreement, except in the event it is due to a Capital Transaction, such shall be deemed a Retirement Event hereunder and the following shall apply:
 - a. Davis Drolet forfeits 10% of Member Units for each full year then remaining until the Tenth (10th) anniversary of the date of this Agreement.
 - b. Subject to Paragraph 4 below, the Company may buyout remaining Units of Davis Drolet's Membership, based on greater of (a) ongoing concern value or (b) book value, via a lump sum payment or payment via a promissory note, with 6% APR, with equal consecutive monthly payments, and provided that such promissory note be paid in full no later than the twentieth (20th) Anniversary of such Retirement Event, and in the event of a Capital Transaction, the promissory note shall be paid in full prior to disbursements of proceeds of the Capital Transaction to Members.
 - c. If the Company doesn't buyout as set forth in Section 2 b above, then Joshua Seymour may buyout the Member Units.
 - d. If neither of the above buys such Member Units, then Davis Drolet may remain as an unadmitted member with economic interest only (no other Member rights).

3. In the event of Andrew Beasley's Retirement Event at Green Truck Farms I, LLC, Green Truck Farms II, LLC and/or Green Truck Farms III, LLC, or any affiliate of the Company for any reason prior to Ten (10) years, except in the event it is due to a Capital Transaction, such shall be deemed a Retirement Event hereunder and the following shall apply:
 - a. Andrew Beasley forfeits 10% of Member Units for each full year then remaining until the Tenth (10th) anniversary of the date of this Agreement.
 - b. Subject to Paragraph 4 below, the Company may elect to buyout remaining Member Units of Andrew Beasley's Membership, based on greater of (a) ongoing concern value or (b) book value, via a lump sum payment or payment via a promissory note, with equal consecutive monthly payments, and provided that the maturity date of such promissory note shall be no later than the twentieth (20th) Anniversary of such Retirement Event, and in the event of a Capital Transaction, the promissory note shall be paid in full prior to disbursements of proceeds of the Capital Transaction to Members.

- c. If the Company doesn't buyout pursuant to Section 3 b. above, then Joshua Seymour and/or Davis Drolet may buyout Andrew Beasley's Member Units.
 - d. If neither of the above buys his Member Units, then Andrew Beasley may remain as an unadmitted member with economic interest only (no other Member rights).
4. In the event a Member's ownership of Units in the Company jeopardizes the Company's ability to obtain or maintain cannabis related licensing, permits or other authorizations, such shall amount to a Retirement Event and such Member hereby agrees to assign, transfer and surrender all of his shares to the Company and the Company agrees to pay such Member consideration in accordance with applicable paragraph(s), 2(a-c) or 3(a-c) or 14 and if such Retirement Event arises out of an Acute Cause, applicable paragraph 5 or 6 below shall apply.
 5. If the Retirement Event is by reason of misconduct of Davis Drolet or Andrew Beasley, e.g., for Acute Cause, then the buyout price for departing Member's Units shall be reduced (or further reduced) by 50%; except in event the Acute Cause is a crime against the Company, Green Truck Farms I, LLC, Green Truck Farms II, LLC and/or Green Truck Farms III, LLC, or any affiliate of the Company, all his Member Units must be surrendered for nominal consideration only. "Acute Cause" shall mean
 - (i) the commission by him of any felony against the Company, Green Truck Farms I, LLC, Green Truck Farms II, LLC and/or Green Truck Farms III, LLC, or any affiliate of the Company,;
 - (ii) any felony involving an act of dishonesty, moral turpitude, deceit, fraud or drugs or other crime that compromises the Company's, Green Truck Farms I, LLC's, Green Truck Farms II, LLC's and/or Green Truck Farms III, LLC's, or any Company affiliate's, ability to obtain or maintain licenses, permits, registrations or other authorizations; or
 - (iii) dishonesty or willful misconduct in connection with his employment or Membership, that causes damage to the Company, Green Truck Farms I, LLC, Green Truck Farms II, LLC and/or Green Truck Farms III, LLC, or any affiliate of the Company, as established through arbitration (costs of such arbitration shall be borne by the offending/retiring Member) or
 - (iv) substantial interference with marital or domestic partnership relationship of another Member.
 6. In the event of a Retirement Event of Mr. Seymour is by reason of Acute Cause based on commission by him of a felony against the Company, Green Truck Farms I, LLC, Green Truck Farms II, LLC and/or Green Truck Farms III, LLC, or any affiliate of the Company, all his Member Units must be surrendered for nominal consideration only.
 7. In the event Davis Drolet's and/or Andrew Beasley's actions or inactions amount to "Cause," such shall be deemed a Retirement Event, and the applicable paragraph(s), 2(a-c) or, 3(a-c). For purposes of this Agreement, "Cause" shall mean,
 - a. a material breach by him (other than a breach resulting from incapacity due to a Disability) of his duties and responsibilities to the Company which breach is willful and deliberate on his part, is committed in bad faith or without reasonable belief that such breach is in the best interests of the Company or its Members and is not remedied in a reasonable period of time after receipt of written notice from the Company specifying such breach; and/or

- b. any act of dishonesty or misconduct, whether in connection with his responsibilities to the Company or otherwise, that either materially impairs the Company's business, goodwill or reputation or materially compromises his ability to represent the Company with the public.
- 8. Employment. *Intentionally omitted.*
- 9. If a Retirement Event is caused by disability, the applicable paragraph 2(a-c), 3(a-c) or 14 herein, shall apply. "Disability" means
 - a. if the Member provides service to the Company, the inability of a Member to perform services for the Company as customarily required by the Company for a consecutive period of more than ninety (90) days or for an aggregate of more than one hundred twenty (120) days in any twelve month period, or
 - b. if the Member does not provide service to the Company, the physical or mental incapacity of a Member to vote his or her Units (without the assistance of a trustee, attorney-in-fact or other fiduciary) as may be necessary for the proper administration of the Company for a consecutive period of more than ninety (90) days or for an aggregate of more than one hundred twenty (120) days in any twelve month period.
- 10. If the Retirement Event is caused by death of Davis Drolet or Andrew Beasley:
 - a. The Company may take out keyman life insurance on the life of Davis Drolet and/or on the life of Andrew Beasley in an amount at the Manager's discretion, the proceeds of which will be applied toward buyout the deceased Member's Units, in accordance with this Schedule C.
 - b. If the Company does not take out keyman life insurance for Davis Drolet and/or Andrew Beasley, the applicable paragraph 2(a-c) or 3(a-c) above shall apply, except that if neither Mr. Seymour, nor the Company buys the Member Units, then the estate of the deceased may remain as an unadmitted Member with economic right only (no other Member rights) and if death is after the Tenth (10th) anniversary from the date of this Agreement, forfeiture shall not apply.
- 11. Divorce. To the extent allowed by law, the Membership is non-transferable to a Member's spouse or ex-spouse, in the event of divorce; in the event a divorce judgment and/or order calls for the transfer of Membership to the spouse or ex-spouse of a Member, the applicable paragraph 2(a-c), 3(a-c) or 14 herein, shall apply.
- 12. Confidentiality; Non-Compete.
 - a. The Members agree that a Confidentiality Agreement and Non-Compete Agreement is appropriate.
 - b. Non-Compete shall cover cannabis businesses within State of Maine and within 60 miles from the Company or affiliates' location ("Restricted Territory") during their employment and/or Membership with the Company and for 2 years

following the end of the later of either their Membership or employment with the Company (“Restricted Period”); provided however, that a Member may compete with the Company within the Restricted Territory during the Restricted Period, if the Member provides the other Members with reasonable notice of the business opportunity, with the ability to join the Member in the competing activity, under equitable terms.

13. Sale of Company

- a. Mr. Seymour, as Manager, shall have sole discretion to sell the Company and/or substantially all of the assets of the Company and Davis Drolet and Andrew Beasley agree to such sale and to sell their Membership Units in relation to such sale; provided, however, that Unanimous Consent from all Members shall be required in the event that any such sale is closed within two (2) years from the Effective Date of this Agreement. This paragraph 13(a) is subject to the right of Davis Drolet to participate in discussions of any prospective Capital Transaction and Mr. Seymour’s obligation to do so in good faith.
- b. Mr. Seymour will represent and warrant that he is not dealing with any prospective buyer at the time of this Agreement.
- c. Mr. Seymour agrees to provide Davis Drolet with complete information about any such sale, including the identity of the buyers and terms of deal immediately upon such information becoming available.

14. Retirement Event of Mr. Seymour. Mr. Seymour may cause to have the Company purchase a Keyman Life Insurance policy on Mr. Seymour’s life in the amount of \$1,000,000 or more, provided premium is reasonable, for the Company to assist funding the buyout of Mr. Seymour’s Member Units in the event of Mr. Seymour’s death. In the event of a Retirement Event of Mr. Seymour, in addition to providing Mr. Seymour or the representative of his successor in interest in the event of death (e.g. the Trustee of a Trust designated by Mr. Seymour or his Estate if no Trust is designated) (“Successor(s) in Interest”), with the proceeds of Keyman Life Insurance, if applicable, and at the discretion of either (a) Mr. Seymour or (b) the Trustee’s and back up Trustee of Trust designated by Mr. Seymour or (c) the Executor(rix) and back up Executor(rix) of Mr. Seymour’s Estate, the Company shall Buyout Mr. Seymour’s Member Units, by paying the Value of such Member Units, as determined in accordance with this Section 14, in immediate cash funds or by a Promissory Note substantially in the form set forth in Schedule D, attached hereto and according to the following:

- a. until the buyout of all Member Units is paid in full, Mr. Seymour (except if Section 4 applies) or his Successor(s) in Interest shall have a right to hold the Member Units with full voting Membership rights.
- b. the Company shall immediately provide the Successors in Interest with the Keyman Life Insurance benefit/proceeds and
- c. the Company shall have 30 days to give written notice to Mr. Seymour or his Successor(s) in Interest, as to whether the Company opts:

- i. to buyout Mr. Seymour's Member Units for the Value thereof (determined in accordance with this Section 14) via a lump sum, within 90 days from the date of Retirement Event, OR
- ii. within 45 days from the date of such Retirement Event, make and maintain best efforts to sell the Company and provide Mr. Seymour or his Successor(s) in Interest with a 5 year Balloon Promissory Note (the "Note") as Maker to Mr. Seymour or his Successor(s) in Interest, as Holder, for the Value, in the form set forth in Schedule D hereof, a summary of which is as follows:
 - A. at 10%APR, in accordance herewith,
 - B. via equal consecutive principal and interest payments,
 - C. monthly payment amount calculated as though principal was amortized over 20 years;
 - D. with a personal guaranty of such Note provided by Davis Drolet and Andrew Beasley joint and severally;
 - E. the principal shall be the Value determined in accordance with this Section 14,
 - F. such Promissory Note to be freely assignable by Mr. Seymour or his Successor(s) in Interest; and
 - G. provided however, that in the event there is a Capital Transaction prior to Mr. Seymour or his Successor(s) in Interest receiving buyout payment in full, in accordance with this Section 14, the principal of the Note shall be adjusted by increasing or decreasing by the difference between the original Value and the purchase price of such Capital Transaction, to reflect the amount that would have been realized by Mr. Seymour, as a Member, at the time of the Capital Transaction, if there had been no Retirement Event; and the outstanding balance of such Note shall be paid in full at the time of such Capital Transaction prior to general disbursement(s) to Members.
- iii. The Company shall make best efforts to maintain the highest quality goods and services until Mr. Seymour or his Successor(s) in Interest are paid in full for all Member Units in accordance with this Section 14.
- iv. Such Successor(s) in Interest are intended third party beneficiaries of this Agreement.

Notwithstanding anything to the contrary herein, in the event of Retirement Event of Mr. Seymour, for purposes of buyout via lump sum or promissory note, the "Value" of Mr. Seymour's Member Units shall be determined as of the date of death, as follows:

- a. Mr. Seymour or his Successor in Interest (e.g. the Executor/rix of his Estate or Trustee(s) of an applicable Trust, heir, etc.) and either the Company or purchasing Member, each select a business appraiser,
- b. Those two business appraisers shall select a third appraiser; and
- c. The average of those three business appraisals shall be deemed the Value of Mr. Seymour's Member Units.

15. New Members; Dilution. In the event a Member desires to sell all or part of his own Units of Membership,
- a. the other Members shall be granted the right of first refusal to purchase those Units of Membership of the selling Member, on the same terms as offered by a prospective buyer;
 - b. the buying Members shall have fifteen (15) days from receipt of such notice from selling Member, to provide selling Member with written letter of intent to purchase such Units on the same terms;
 - c. in the event seller does not receive such letter of intent, such selling Member shall have the right to sell such shares, in accordance with this Agreement; and
 - d. Notwithstanding anything to the contrary herein, there shall be no dilution of any Member's Percentage Interest in the Company without that Member's consent.
16. Cash on Hand. The Members agree that to the extent possible, during normal operations, the Company shall have and maintain a minimum of \$100,000.00 available cash on hand and to be applied to normal operating costs, unless otherwise determined by Unanimous Consent of Members.
17. Mr. Seymour agrees to cause Green Truck Farms Holdings, LLC to provide the Company with a license to use the Green Truck Farms trademarks, for so long as Davis Drolet is a Member of the Company and prior to a Capital Transaction; and to negotiate in good faith with a prospective purchaser in a Capital Transaction for a license to the Green Truck Farms trademarks.
18. Major Business Judgment Commitment.
- A Major Business Judgement Commitment shall mean a new voluntary commitment by the Company that involves spending Company resources exceeding \$300,000.00 for a new or expanded Company project, outside of the scope of the then normal business operations (and specifically excluding payments of accounts payable and existing liabilities). Mr. Seymour, as Manager, agrees to provide Davis Drolet with notice of any Major Business Judgement commitment and be open to receive feedback from the Davis Drolet, for so long as the Davis Drolet holds Member Interest in the Company.
19. Davis Drolet shall have right of first refusal to lend money to the Company, on the same terms as are offered to the Company by a banking institution.
20. Determining Value of Units. In the event the Company must or elects or another Member elects, to buyout a Retired/Retiring Member's Units, the value of such Member Units shall be determined as of the time of Retirement Event, as follows:
- a. The purchaser and retiring Member (or his/her/its duly authorized representative), each select a business appraiser,
 - b. Those two business appraisers select a third appraiser; and
 - c. The average of the three business appraisals shall be deemed the value of such Member Units.

21. In the event of a Retirement Event of Mr. Seymour, a successor Manager shall be immediately elected by Unanimous Consent of the Members.

SCHEDULE D
TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
GTF KITTERY 8, LLC
Form of Promissory Note with Guaranty

FORM OF BALLOON PROMISSORY NOTE

For value received, the undersigned, **GTF KITTERY 8, LLC, a Maine limited liability company**, with an address of _____ (herein "Maker" or "Makers"), hereby promises to pay to the order of _____, whose address _____, (hereinafter referred to along with each subsequent holder or holders of this Promissory Note, as "Holder"), the principal sum of _____ **DOLLARS (\$ _____ U.S.)**, with interest thereon from the date or dates of disbursement of the aforesaid principal sum, to be paid in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment.

Interest shall accrue to the outstanding principal balance of this Promissory Note ("Note") at a rate equal to **TEN percent (10.0%)** per annum. Interest shall be computed on the basis of actual number of days per year for the actual number of days outstanding.

The Principal and accrued Interest shall be payable in equal consecutive monthly installments in the amount of \$ _____ beginning on _____ and continuing until the Maturity Date.

Principal and all remaining accrued interest shall be due and payable in full on the **day of** _____, **20** [5TH *Anniversary of Retirement Event by death of Mr. Seymour*] (the "Maturity Date").

The payment of this Note is secured by Personal Guaranty of Davis Drolet and Andrew Beasley of _____, Individual having address at _____ and Andrew Beasley, Individual having address at _____.

Payments received under this Note shall be applied (a) first to late charges and sums due and payable under this Note; (b) second, to accrued and unpaid interest; and (c) third, to principal.

Monthly payments shall be paid as follows: Payable to " _____ ", whose address is _____. Notwithstanding the foregoing, the monthly payment shall be adjusted upon prepayments.

Default. If (a) Maker fails to pay, in full, in good cleared funds, within ten (10) days of when due, any installments of principal, interest or any other sums payable under this Note; or (b) Maker fails to otherwise strictly perform, comply with and abide by all Maker's other agreements and covenants in this Note, then the entire principal sum outstanding and all accrued interest shall at once become due and payable, without notice, at the option of the Holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The principal of this Note, and any part thereof, and all accrued interest, if any, shall bear interest at the maximum legal rate of interest chargeable under applicable law *after maturity or default* until paid. In the event there is no maximum rate applicable or in the event such maximum rate is otherwise indeterminable, it is agreed that such rate shall be eighteen percent (18%) per annum. All parties liable for the payment of this Note agree to pay Holders hereof reasonable attorneys' fees (including appeals) for the services of counsel employed after maturity or default to collect this Note, whether or not suit is brought.

If Maker fails to pay any installment of principal or interest or any other sum payable under this Note within ten (10) days of when the same is due, then the Holder shall be entitled to collect a "Late Charge" in the amount of \$500.00 to cover the reasonably anticipated additional costs of handling late payments. Acceptance of any Late Charge shall not constitute a waiver of any default and shall not prevent Holder from exercising any other rights of Holder under this Note or the Security Documents.

The Maker has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When the Maker makes a prepayment, the Maker will tell the Note Holders in writing that Maker is doing so. The Maker may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of the Maker's prepayments to reduce the amount of principal that the Maker owes under this Note. If the Maker makes a partial prepayment, there will be no changes in the due date or in the amount of my monthly interest payment unless the Note Holder agrees in writing to those changes.

Nothing herein contained, nor any transaction related hereto, shall be construed or so operate to require Makers or any other person liable, to pay interest at a greater rate than is lawful in such case to contract for, or to make any payment, or to do any act contrary to law. Should any interest or other charges paid in connection with the loan evidenced by this Note by Maker or any parties liable for the payment of this Note result in the computation or earning of interest in excess of the maximum rate of interest which is legally permitted under the laws of the State of Maine, then any and all excess shall be and the same is hereby waived as interest by Holder hereof, and any and all such excess paid shall be automatically credited first against and in reduction of the principal balance due under this Note or, at the option of Maker, paid by Holder to the Maker or any parties liable for the payment of this Note.

If any clause or provision herein contained shall be unenforceable under applicable law, in whole or in part, then such clause or provision or part thereof shall only be inoperative as though not contained herein and the remainder of this Note shall remain operative and in full force and effect.

The remedies of Holder, as provided herein, shall be cumulative and concurrent and may be pursued singularly, successively, or together at the sole discretion of Holders and may be exercised as often as occasion therefore shall arise.

Makers and all guarantors of this Note hereby (a) waive demand, presentment for payment, notice of nonpayment, protest, notice of protest, and all other notices, filing of suit, and diligence in collecting this Note; (b) agree that Holder shall not be required first to institute any suit or to exhaust his, their or its remedies against Maker or any other person or party to become liable hereunder in order to endorse payment of this Note; (c) consent to any extension, rearrangement, renewal, or postponement of time of payment of this Note and to any other indulgence with respect thereto without notice, consent or consideration to any of them; and (d) agree that, notwithstanding the occurrence of any of the foregoing (except the express written release by Holder of any such person), they shall be and remain jointly and severally and primarily liable for all sums due under this Note.

Whenever used in this Note, the singular number shall include the plural, the plural, the singular, and the masculine shall include the feminine and the neuter, and the words "Maker" and "Holder" shall be deemed to include Maker and Holder named in the opening paragraph of this Note and their respective successors and assigns, if any. It is expressly understood and agreed that Holder shall never be construed for any purpose as a partner, joint venturer, co-principal, or associate of Maker or of any person or party claiming by, through, or under Maker in the conduct of their respective businesses. This Note may be assigned by the Holder. This Note shall not be assigned by the Maker without the express written consent of the Holder.

This Note is executed and delivered in the State of Maine and shall be construed by and enforced in accordance with the laws of the State of Maine.

MAKER AND HOLDER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE HOLDER EXTENDING CREDIT TO MAKER.

THIS IS A BALLOON NOTE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ _____ TOGETHER WITH ACCRUED INTEREST.

IN WITNESS WHEREOF the Guarantor executes this Balloon Note, under seal effective this ____ day of _____ 20__.

[signatures]

FORM OF PERSONAL GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to _____, hereinafter called "Holder", (which terms herein used shall include any successor or assignee of Holder's interest, including and any security holder thereof) the Holder of that certain Balloon Note made by _____, the "Maker", and dated _____ (the "Note"), to extend credit to the Maker of the Balloon Note, dated _____, in pursuit of buyout of certain Member Units, the undersigned _____, of _____, _____ of _____, and _____ of _____ each a "Guarantor" (singly and collectively referred to as "Guarantor") each hereby WARRANT AND REPRESENT to the Holder that (a) the undersigned had/has a substantial financial interest in the success of the Maker; and (b) the execution and delivery of said Note was duly authorized, and GUARANTEES to Holder, Holder's successors and assigns, for the remaining term of the Note, and for all extension periods, the full and timely performance and observance of all of the covenants, conditions and agreements provided in the Note, to be performed and observed by the Maker. The undersigned expressly agrees that the validity of the Note, and the obligation of the Guarantor hereunder shall in no event be terminated, affected, impaired, or limited by reason of (a) the assertion by Holder against Maker of any of the rights or remedies reserved to Holder pursuant to the Note, or by reason of the waiver by, or the failure of, Holder to enforce any of the terms, covenants or conditions of said Note or the granting of any indulgence or extensions of time to Maker, all of which may be given or done without notice to Guarantor, or (b) by reason of an amendment of said Note. Notices to the undersigned shall be considered delivered, upon receipt or refusal, if mailed to the undersigned by registered or certified mail return receipt requested and addressed to the undersigned at the address stated above or to such other address as the undersigned may designate from time to time by written notice to Holder. The undersigned further agrees that his/her liability under this Guaranty shall be primary and that in any right of action which shall accrue to the Holder under the Note, Holder may, at its option, proceed against the undersigned and the Maker, jointly and severally, or may proceed against the undersigned without having commenced any action against or having obtained any judgment against the Maker. Holder may take any action against Maker or the undersigned at law or in equity without joining the other, and thereafter pursue the other until this Guaranty shall have been satisfied.

IN WITNESS WHEREOF the Guarantor executes this Personal Guaranty under seal effective this ____ day of _____ 20_____.

Witness:

Print Name: _____

Guarantor
By: Davis Drolet

Witness:

Print Name: _____

Guarantor
By: Andrew Beasley

[Notary Clause]



OFFICE OF MARIJUANA POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

Maine Adult Use Marijuana Establishment Release of Information

Release – The application cannot be accepted without this release.

I, Joshua Seymour, hereby authorize the Department of Administrative and Financial Services, Office of Marijuana Policy, (hereafter, the Department) to conduct a complete investigation into the background of the person(s) and/or entity, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Department to provide any and all such information deemed necessary by the Department. I hereby waive any rights of confidentiality in this regard.

I hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Department whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege. I authorize the release of this information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Department reserves the right to investigate all relevant information and facts to their satisfaction. I understand that the Department may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the Department, and other agents or employees of the State of Maine shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Maine, Department of Administrative and Financial Services, Office of Marijuana Policy, and other agents or employees of the State of Maine for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Department, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Authorizing Business Agent's Signature

Date

1/25/2023

Printed Name:

Joshua Seymour

Email Address:

seymour.josh@gmail.com

Phone Number:

207-432-6000

MAINE REVENUE SERVICES
Authorization to Review and Disclose
Status of Tax and Filing Obligations to the
Maine Office of Cannabis Policy -
PRINCIPALS



This form is for use by a principal in an adult use cannabis establishment. For purposes of this form, a "principal" means any person who is an officer, director, manager, or general partner in an adult use cannabis establishment. It also includes any person who operates an adult use cannabis establishment as a sole proprietorship.

PART I:

Principal Name: Joshua Seymour	Phone #: 207-432-6000	FEIN/SSN: REDACTED
Alternate Name You May Have Filed Under:	Home Address: 8 Deer Ridge Lane, Kittery, Maine 03904	
Legal Name of Maine Adult Use Cannabis Establishment for Which You Are a Principal GTF KITTERY 8, LLC	FEIN 87-2507423	

If you are a principal in more than one adult use cannabis establishment, check here and attach a sheet listing the name and FEIN of all establishments for which you are a principal.....

PART II:

List Names and FEINs of all businesses, other than the adult use cannabis establishment(s) listed above, for which you are a principal. For purposes of this form, a "principal" means an owner, officer, director, manager, or general partner. Maine Revenue Services may require you to provide additional documentation to verify your relationship with the businesses listed.

Name	FEIN	Name	FEIN

If you need additional space, check here and attach a sheet listing the name and FEIN of any other businesses for which you are a principal...

PART III:

I understand that taxpayer information is confidential under 36 M.R.S. § 191. By signing this form, I authorize Maine Revenue Services to review my confidential information and disclose the status of my Maine tax and filing obligations directly to the Maine Office of Cannabis Policy, pursuant to 36 M.R.S. § 191(2)(A). I further certify that I am an owner, officer, director, manager, or general partner acting on behalf of the business entities listed in Part II and that I have authority to sign this form, and I authorize Maine Revenue Services to review the entities' confidential information and disclose the status of their Maine tax and filing obligations directly to the Maine Office of Cannabis Policy, pursuant to 36 M.R.S. § 191(2)(A). The disclosure will be limited to the information included in Part IV below.

Principal's signature: John Seymour Date: 2/15/23

Forms must be sent to Maine Revenue Services at mrs.compliance.ocp@maine.gov, faxed to 207-287-6627, or mailed to:

**Maine Revenue Services
 Attn: Compliance Division
 P.O. Box 1060
 Augusta, ME 04332-1060**

Addendum

MAINE REVENUE SERVICES Authorization to
Review and Disclose Status of Tax and Filing
Obligations to the Maine Office of Marijuana
Policy – PRINCIPALS

Principal: Joshua Seymour

List of companies and FEIN's in addition to the Applicant:

Company Name	FEIN
---------------------	-------------

Companies with OCP Cannabis Establishment Applications Pending or Conditional Licenses:

Green Truck Farms II, LLC	85-4006106
Green Truck Farms III, LLC	85-3986822
Green Truck Farms 5, LLC	87-2495271
Green Truck Farms 6, LLC	87-2505495
Green Truck Farms 7, LLC	87-2480675
GTF Kittery 7 LLC	87-2527762
GTF Kittery 8 LLC	87-2507423
GTF Kittery 9 LLC	87-2507471
GTF Kittery 25 LLC	87-2634780

Medical Marijuana Company:

Green Truck Farms I, LLC (<i>fka</i> Green Truck Farms, LLC)	82-1091941
---	------------

Other Companies:

Green Truck Farms Holdings, LLC	88-1129041
JD Investments, LLC	84-4183441
Hancock Lane, LLC	87-3584917

PART IV:

This section to be completed by Maine Revenue Services

1) The principal listed above has a Maine tax liability presently due and owing for taxes and fees administered by Maine Revenue Services:

Yes No

1a) The principal is currently participating in a payment plan in connection with their Maine tax liability and they are in compliance with the terms of that payment plan.

Yes No N/A

2) Maine Revenue Services has filed liens in connection with a Maine tax liability owed by the principal during the calendar years checked below:

2020 2019 2018 2017 2016 2015 N/A

2a) The principal is currently participating in a payment plan in connection with the Maine tax liability associated with the liens indicated and is in compliance with the terms of that payment plan:

Yes No N/A

3) One or more of the businesses which the principal has identified above has a Maine tax liability presently due and owing for taxes and fees administered by Maine Revenue Services:

Yes No

3a) The entity or entities are currently participating in a payment plan in connection with their Maine tax liability and are in compliance with the terms of that payment plan.

Yes No N/A

MRS Reviewer: Rissa Fortin
F107 Note:

Date: 2-22-23



OFFICE OF MARIJUANA POLICY

DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

Maine Adult Use Marijuana Establishment Principal Attestation

Section 4(a)(1): Maine Adult Use Marijuana Establishment – Principals. Each person listed in Section 4(a) of the application must complete this Principal Attestation and must attest under penalty of perjury to the accuracy of the information provided in this Principal Attestation form.

Notice: This License Application for Maine Adult Use Marijuana Establishment is an official document. If you provide false information on your application, and/or do not disclose all information the application asks, the license is subject to denial, and you may be subject to criminal prosecution.

Legal Name	Title within the Organization	SSN	DOB	IIC Number
Joshua Seymour	Manager	REDACTED	08-22-1987	IIC2305

Section 4(a)(1). State of Residency. Title 28-B requires that every officer, director, manager and general partner of a business entity be a natural person who is a Maine resident, however OMP is currently not enforcing the residency requirement provision of the statute.

1. In which state do you currently claim residency?

Maine

2. List every municipality and state in which you have resided during the previous five years:

Kittery, Maine; Berwick, Maine; York, Maine

Section 4(a)(2). Employment.

1. Are you an employee of the Department of Administrative and Financial Services or any other state agency with regulatory authority over Adult Use Marijuana in Maine?

Yes No

2. Are you an employee of the State of Maine?

Yes No If "yes," by which agency are you employed:

3. Are you a member of law enforcement, a corrections officer, or a person subject to the provisions found in Title 25, Chapter 341 of the Maine Revised Statutes?

Yes No

Section 4(a)(3). Tax Compliance.

1. Have you paid income and other taxes owed to the State of Maine, to another jurisdiction, if applicable, and to the United States Internal Revenue Services over the two years immediately preceding the year in which the application was filed?

Yes No If "no," explain here:

2. Do you have any outstanding tax liens imposed or levied in the State of Maine or in another jurisdiction within the five years immediately preceding the year in which the application was filed?

Yes No If "yes," explain here:

Section 4(a)(4). Prior Drug Convictions.

1. Have you ever been convicted for a violation of a state or federal controlled substance law that is a crime punishable by imprisonment for one year or more?

Yes No

2. If you answered "yes" to question 1 above, was the offense for which the sentence, including any term of probation, incarceration or supervised release, was completed 10 or more years prior to the submission of an application for a license under this Rule?

Yes No

3. If you answered "yes" to question 1 above, was the offense regarding conduct that is now authorized under the Personal Adult Use of Marijuana and Marijuana Products; Home Cultivation of Marijuana for Personal Use?

Yes No

Section 4(a)(5). Character and Fitness Requirements.

1. Have you ever been convicted of, or currently facing prosecution for, any state or federal offense involving dishonesty, deception, misappropriation, or fraud?

Yes No If "yes," explain here:

2. Have you ever faced penalties under the Maine adult use marijuana program?

Yes No If "yes," explain here:

3. Have you had an individual identification card issued under the Adult Use Marijuana Program revoked within the previous two years?

Yes No If "yes," explain here:

4. Have you ever been subject to two or more individual identification card revocations that were issued under the Adult Use Marijuana Program?

Yes No If "yes," explain here:

5. Have you had a registry identification card or registration certificate issued under the Maine Medical Use of Marijuana Act subject to revocation, suspension, limitation, or any other penalization?

Yes No If "yes," explain here:

6. Have you ever been subject to an enforcement action in any other jurisdiction's marijuana program?

Yes No If "yes," list and describe each enforcement action here:

7. Do you have outstanding court-ordered payments?

Yes No If "yes," explain here:

8. Do you have past due taxes or fees?

Yes No If "yes," explain here:

9. Do you have other tax delinquencies?

Yes No If "yes," explain here:

Section 4(a)(6). Other Marijuana Establishments. Identify any other marijuana establishments, including those outside of Maine, in which you hold a Direct or Indirect Financial Interest as defined in the Adult Use Marijuana Program Rule. Attach a separate sheet if necessary.

Name of Marijuana Establishment

See attached.

Location of Marijuana Establishment

See attached.

Description of Financial Interest

See attached.

Acknowledgment and Signature.

I understand I am responsible for knowing and complying with all state laws and regulations governing Adult Use Marijuana pursuant to the Maine Revised Statutes, as well as the rules promulgated thereunder.

Agree Disagree

I understand and agree to provide documents, if requested, to prove what I have stated in this Principal Attestation form. I understand and agree that federal, state and local officials or other persons and organizations may verify the information I have given. If I have given incorrect information, my application may be denied, and I may be charged with giving false information. I understand the questions on this application and the penalty for hiding or giving false information or breaking any of the rules in the penalty warning. I certify under penalty of perjury that my answers, including those related to drug offenses are true and complete.

Principal's Signature

Joshua Seymour

Date

1/25/2023

Principal Attestation

Addendum

Principal: Joshua Seymour

Companies with OCP Cannabis Establishment Applications Pending or Conditional Licenses:

Note: These are not operating and do not have operating addresses.

Entity	Principal's Financial Interest
Green Truck Farms II, LLC	Owner
Green Truck Farms III, LLC	Owner
Green Truck Farms 5, LLC	Owner
Green Truck Farms 6, LLC	Owner
Green Truck Farms 7, LLC	Owner
GTF Kittery 7 LLC	Owner
GTF Kittery 8 LLC	Owner
GTF Kittery 9 LLC	Owner
GTF Kittery 25 LLC	Owner

Company operating under Medical Marijuana Caregiver's license:

Green Truck Farms I, LLC 19 Buffum Road, Unit 6 North Berwick, Maine 03906	Owner
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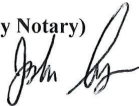
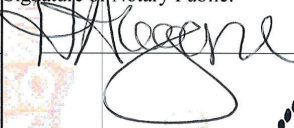

OFFICE OF CANNABIS POLICY

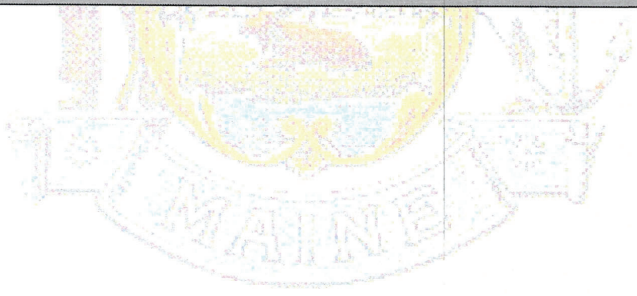
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES

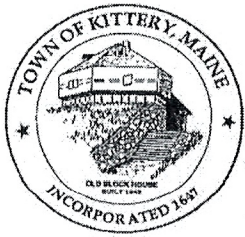
Maine Adult Use Establishment Applicant Notary Form

Information furnished by Adult Use Cannabis Program:				
Legal Business Name: GTF KITTERY 8, LLC	Business DBA:	License Number: AMS1358		
License Type: ADULT USE CANNABIS STORE				
Applicant's Mailing Address: 254 COMMERCIAL ST STE 245 PORTLAND, ME 04101-4899		Applicant's Phone: +1 (617) 728-9800		
		Primary Contact Person: MICHELLE DELMAR ESQ		
		Contact Person Email: michelle@contactmylawyer.com		
Information to be completed by a Principal of the Applicant who is legally authorized to bind the business entity applying for the license:				
Legal Name of Individual Completing Application: JOSHUA JOHN SEYMOUR	City: KITTERY	County: YORK	State: ME	ZIP: 03904
<p>By signing this notary form, I affirm and acknowledge all application materials and supplemental documents, including those documents signed by a person other than myself, submitted in the application process for the above-referenced cannabis establishment license are truthful and complete to the best of my knowledge.</p> <p>I further affirm and acknowledge that the Department will not issue a license to an applicant if it determines that an applicant, natural person, or business entity associated with this application knowingly or recklessly made any false statement of material fact in the information or materials submitted in this application for this cannabis establishment license, and the Department may revoke this license and/or take disciplinary action pursuant to 28-B MRS, Chapter 1 if such statements are discovered at any time.</p> <p>I further affirm and acknowledge that issuance of a license to the applicant will not result in any person or business entity associated with the license having a direct or indirect financial interest in:</p> <ul style="list-style-type: none"> i. More than 3 cultivation facility licenses; ii. Multiple cultivation facility licenses with a combined total licensed amount of plant canopy exceeding 30,000 square feet, except when that exceedance is solely attributable to approved increases in the maximum licensed area of plant canopy authorized under a tier 4 cultivation facility license pursuant to sect on 28-B MRS §304; or iii. A testing facility if the applicant or licensee is a caregiver or a registered caregiver or has an equity ownership interest or a partial equity ownership interest or any other type of financial interest, including but not limited to, being an investor or serving in a management position in a registered dispensary, a cultivation facility license, a products manufacturing facility license or a cannabis store license. 				

Initials of Signing Principal: *JH*
Page 1 of 2 for AMS1358

Signature of Principal of the Applicant who is legally authorized to bind the business entity applying for the license: (Do not sign until witnessed by Notary) 		Date: 3/7/23
Information to be completed by a Notary:		
The foregoing instrument was acknowledged before me this <u>7</u> day of <u>March</u> , 2023, at <u>North Berwick</u> , Maine, by <u>Joshua Seymour</u> to be his/her free act and deed.		
Name of Notary Public (Printed): <u>Heather A. Legere</u> Notary Public, State of Maine	Signature of Notary Public: 	
My commission expires:		
Office use only:		
Date received: 3/8/2023	Reviewed by: <u>Laura Eaton</u>	





Town of Kittery

200 Rogers Road
Kittery, ME 03904
207-439-0452

Affidavit

I, JOSHUA SEYMOUR, of GTF KITTERY 8, LLC
Name Name of Business

Located in the town of KITTERY, MAINE
Town State

do attest that the proceeding information is true and accurate.

[Signature] 3/9/23
Signature Date

State of Maine
County of York

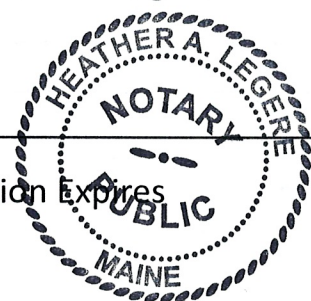
Sworn to and subscribed before me this 9 day of March, 2023,

by Joshua Seymour (name of person making statement.)

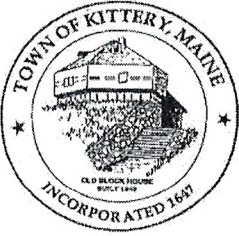
[Signature]
Signature of Notary

HEATHER A. LEGERE
NOTARY PUBLIC
State of Maine
My Commission Expires
November 20, 2028

Date Commission Expires



Type of Identification Produced ME Lic #0274290



Town of Kittery

200 Rogers Road
Kittery, ME 03904
207-439-0452

Affidavit

I, DAVIS DROLET, of GTF KITTERY 8 LLC

Name

Name of Business

Located in the town of KITTERY, ME

Town

State

do attest that the proceeding information is true and accurate.

Davis Drolet

3/9/23

Signature

Date

State of Maine

County of York

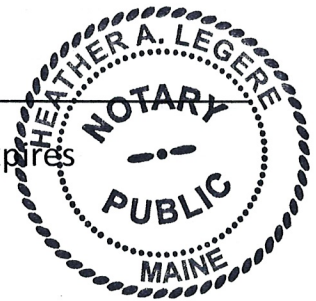
Sworn to and subscribed before me this 9 day of March, 2023,

by Davis R Drolet (name of person making statement.)

Heather A. Legere
Signature of Notary

HEATHER A. LEGERE
NOTARY PUBLIC
State of Maine
My Commission Expires
November 20, 2028

Date Commission Expires



Type of Identification Produced ME Lic # 09116307



Town of Kittery

200 Rogers Road
Kittery, ME 03904
207-439-0452

Listing of owners, officers, members, managers or partners

Instructions: Please print a copy of this form for each owner, officer, member, manager or partner. Complete this form for each individual.

Name: DAVIS DROLET

Position: OWNER

Ownership Interest: 10%

Current Street Address: 1 MOXIE WAY

Current City: BERWICK

Current State: MAINE Current ZIP Code: 03901

Please list all other addresses lived at for the preceding three years:

184 PINE HILL RD BERWICK ME 03901

67 HILL ST DOVER NH 03820



Town of Kittery

200 Rogers Road
Kittery, ME 03904
207-439-0452

Affidavit

I, Andrew Beasley, of Green Truck Farm ^{AB} CTF Kittery

Name

Name of Business

Located in the town of Kittery, ME

Town

State

do attest that the proceeding information is true and accurate.

Andrew Beasley 3-9-23

Signature

Date

State of Maine

County of York

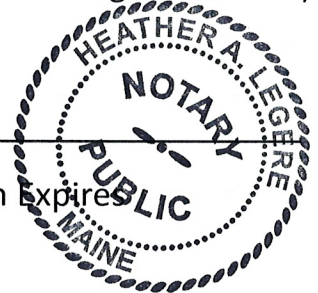
Sworn to and subscribed before me this 9 day of March, 2023,

by Andrew Beasley (name of person making statement.)

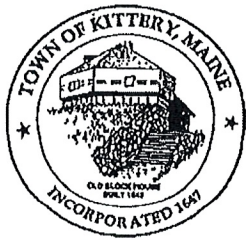
Heather A. Legere
Signature of Notary

HEATHER A. LEGERE
NOTARY PUBLIC
State of Maine
My Commission Expires
November 20, 2028

Date Commission Expires



Type of Identification Produced ME Lic # 4366375



Town of Kittery

200 Rogers Road
Kittery, ME 03904
207-439-0452

Criminal Record and Background Check Release

Instructions: Please print a copy of this form for each owner, officer, member manager or partner. Each individual must complete this form.

I hereby grant permission to the Town of Kittery to conduct a criminal record and background check. I understand that this is a requirement of licensing of a Marijuana Business pursuant to Kittery Town Code 5.11.6.G.

JOSHUA SEYMOUR

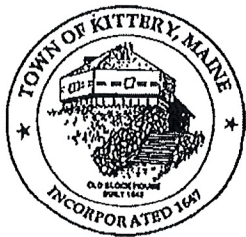
Printed Name

John Seymour

Signature

3/9/23

Date



Town of Kittery

200 Rogers Road
Kittery, ME 03904
207-439-0452

Criminal Record and Background Check Release

Instructions: Please print a copy of this form for each owner, officer, member manager or partner. Each individual must complete this form.

I hereby grant permission to the Town of Kittery to conduct a criminal record and background check. I understand that this is a requirement of licensing of a Marijuana Business pursuant to Kittery Town Code 5.11.6.G.

DAVIS DROLET

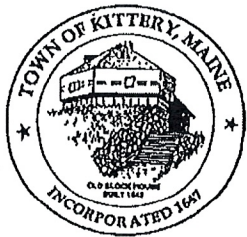
Printed Name

D. Davis

Signature

3/9/2023

Date



Town of Kittery

200 Rogers Road
Kittery, ME 03904
207-439-0452

Criminal Record and Background Check Release

Instructions: Please print a copy of this form for each owner, officer, member manager or partner. Each individual must complete this form.

I hereby grant permission to the Town of Kittery to conduct a criminal record and background check. I understand that this is a requirement of licensing of a Marijuana Business pursuant to Kittery Town Code 5.11.6.G.

Andrew Beasley

Printed Name

Andrew Beasley

Signature

3-9-23

Date



Required Approvals and Licenses

89 Route 236

Kittery, Maine 03904

This business will conduct Adult-use retail sales only and will not perform any production, cultivation, manufacturing or packaging related activities in any portion of the building at any time. The following list includes all additional approvals or licenses that will be required to operate the business in compliance with all local and state regulations:

Maine State Retailer and Resale Certificates — These certificates are obtained through the Maine Revenue Service and permit the sale of goods through a retail outlet as well as the purchase of goods for resale.

Maine State Food Establishment License — This license is obtained through the Department of Agriculture, Conservation and Forestry and permits the sale of food and beverages.

Maine State Tobacco Retail License/Distributor — The Tobacco Retail license is obtained through the Department of Health and Human Services, and the Tobacco Distributor license from the State Tax Assessor. These allow us to conduct the sale of cannabis pre-rolls, vape cartridges, rolling papers.

Maine State Adult-Use Cannabis Retail License — This license is obtained through the Office of Cannabis Policy once local municipality authorization has been approved. This license allows us to operate as an Adult-use Retail Establishment for the sale of cannabis and cannabis products.



Description of Premises

89 Route 236

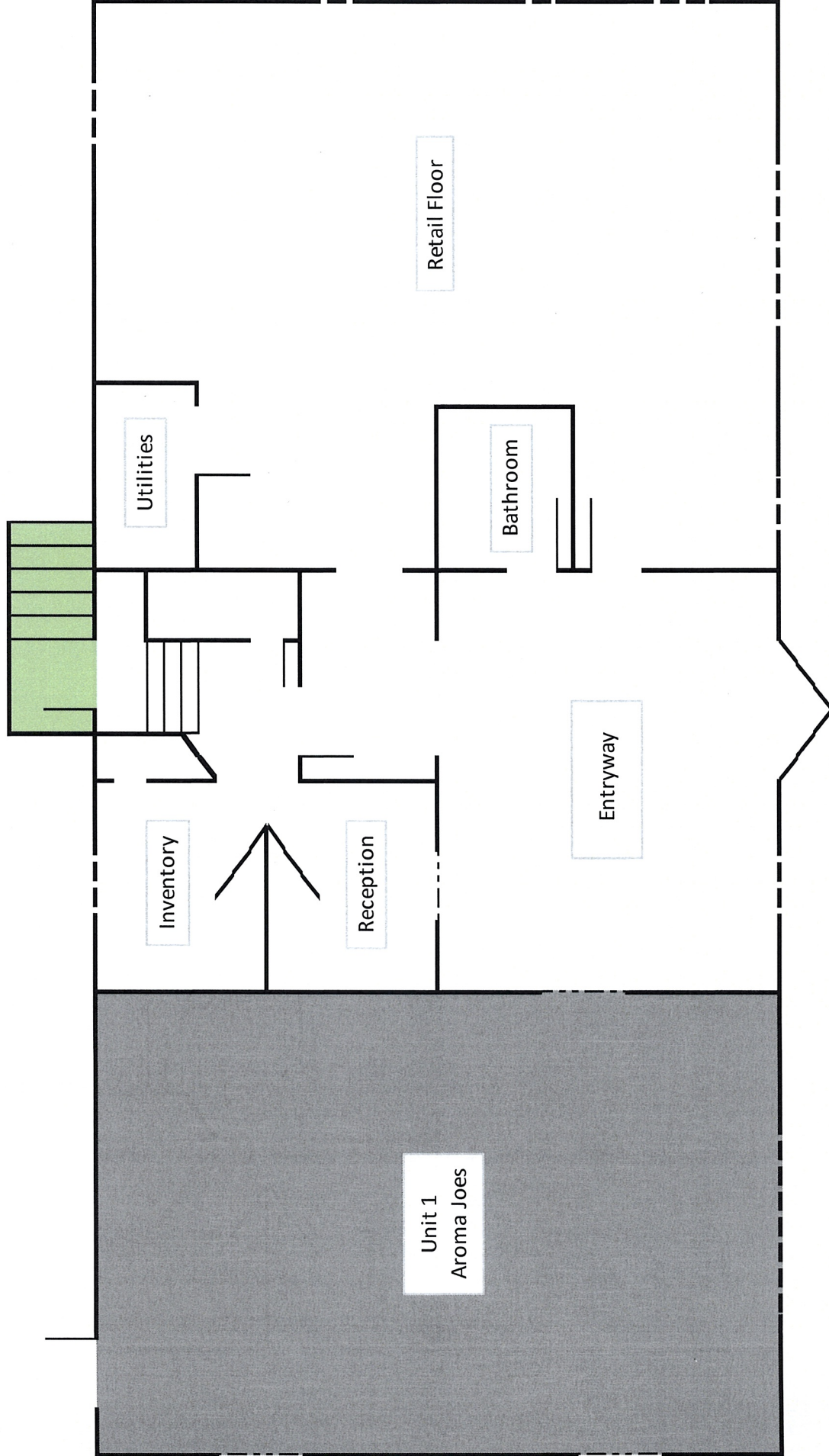
Kittery, Maine 03904

This property is a 60' X 40' structure built in 2017, consisting of approximately 4,498 total square feet and situated on 1.13 acres in the C-2 zoning district. The first floor is approximately 2,578 square feet. The second floor is a three-quarter story living area with approximately 1,920 square feet. There is a finished, open-porch overhang on the front of the building which is approximately 320 square feet. The building was originally approved and constructed for four individual units. The property has since had a change-of-use which approved the renovation and combining of two units located on the first floor.

Unit 1 is located on the first floor and consists of approximately 800 square feet with one entrance on the rear of the building. This unit has been leased to Aroma Joes since the property was built and it is highlighted on the floor plans as "Unit 1 Aroma Joes".

Unit 2 and 3 are the two units which were previously combined during a change-of-use to construct the currently approved CBD retail store. This unit is approximately 2,646 square feet total, consisting of approximately 1,778 square feet on the first floor and approximately 868 square feet on the second floor. This unit can be accessed by a double entry door on the front of the building underneath the open-porch overhang. There is an exterior staircase on the rear of the building which leads to the rear entry door and inside to a common-area, split-level staircase to access either upstairs or downstairs.

Unit 4 is located on the second floor and consists of approximately 1,052 square feet. This unit includes four private offices and a hallway with a locked entry door, which is accessible from the rear entry door and common-area staircase. This unit is currently vacant and may be leased out for office space in the future.



Inventory

Reception

Unit 1
Aroma Joes

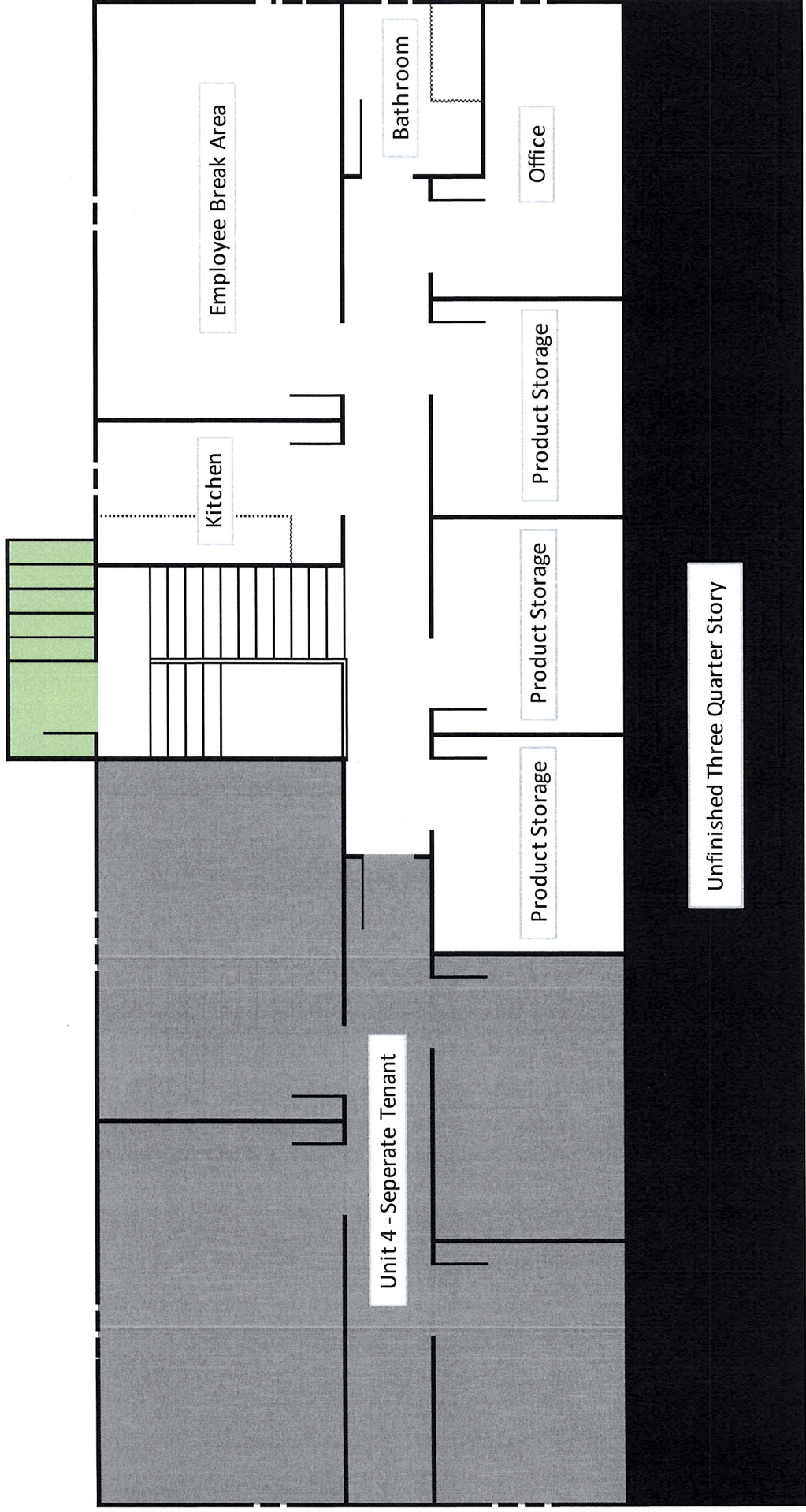
Entryway

Utilities

Bathroom

Retail Floor

89 ROUTE 236 KITTERY, ME
FIRST FLOOR
EXISTING FLOORPLAN



89 ROUTE 236 KITTERY, ME
SECOND FLOOR
EXISTING FLOORPLAN



Maine Medical Use
Of Marijuana

Date Issued: 05/16/2022
Expires: 05/15/2023

Individual Caregiver

JOSHUA J. SEYMOUR

DBA: GREEN TRUCK FARMS, LLC

DOB: 08/22/1987

No Retail Location Provided

Registration #: **CGR25977**

Control # : **503790**

Authorization for mature plants grown under 500
square foot canopy/60 immature

Address: 8 DEER RIDGE LN, KITTERY, ME 03904-5610

If found, please return to:
Maine Medical Use Of Marijuana Program
162 STATE HOUSE STATION
19 UNION STREET
FIRST FLOOR
AUGUSTA, ME 04333-0162



Building & Product Security Plan

89 Route 236
Kittery, Maine 03904

Security Company:

American Security Alarms, Inc.
1051 Main Street Sanford, ME 04073
Corey Farwell - (207) 324-3353

Lighting:

There will be exterior security lighting that meets all Office of Cannabis Policy lighting standards, which will provide lighting sufficient enough for observers to see, and camera to record, any activity within 20 feet of all entry points. Walkways and parking lot areas will also be well-lit and a motion detection system will be employed to light required areas in low-light conditions. All exterior lighting will meet any additional code enforcement standards and will not impede on any neighboring properties.

Doors and Windows:

This business will have two (2) points of entry. The front entry doors will be two (2) steel commercial-grade doors providing a double passage entry door with shatterproof protective film applied to the glass and commercial-grade deadbolt lock and alarm sensors installed. The rear entry door will be one (1) commercial-grade steel entry door with shatterproof protective film applied to the glass and a commercial-grade deadbolt lock and alarm sensors installed. All perimeter windows will remain locked at all times and will have shatterproof protective film and alarm sensors installed. There will be a new Knox box installed at the front entry way for the Fire Department and emergency access.

The rear entry door of the building and one interior door on the first floor, indicated on the floor plan, will be considered a limited access entry point for staff, vendors, contractors, or municipality only and leads to the limited access area within the building. Therefore, anyone with access will only be authorized persons displaying individual identification cards or authorized contractors who are aged 21 and older and displaying a valid visitor identification badge. Both limited access area doors will be controlled electronically with key-code or card access only.

Alarm System:

The building will have an industry leading security system that consists of a remotely monitored siren speaker, alarm sensors on all perimeter entry points and perimeter windows, passive



infrared body heat detectors, and high-definition cameras. The system will be remotely monitored by a licensed security company which will immediately notify local authorities and business owners in the event of an alarm signal. There will also be an audible alarm that is capable of being remotely disarmed by the security company or business owners.

In the event of an alarm, ownership and local law enforcement will be immediately notified. Ownership, Office of Cannabis Policy and local law enforcement will have complete access to all camera recordings and all security records will be provided upon request.

Equipment List:

1 — Xr150 Alarm Control Panel. This industry leading system has transitioned to a true network, cellular and wi-fi communications approach by providing stronger, multi-layered panel communications that ensure a constant link between the panel and monitoring center. The unique DMP serial 3 format supports 32-character user, zone and area names to decrease the time and limit dependence on automation literal tables for message interpretation. Contact ID numbers are also supported on this system.

1 — Lit Keypad for arming & disarming the system with English language display with 24 hour emergency police, medical, and fire panic switches

1 — Siren Speaker: Inside

2 — Door Contacts: (1) Double entry door and (1) Single entry door

4 — Passive Infrared Body Heat Detectors

1 — Cellular Communicator with an automatic weekly or daily test which transmits all alarms by zone on monitored systems

1 — 32 Channel 12TB NVR

4 — Monitors

1 — UPS

26 — IP/IR Megapixel Cameras

Video Surveillance:

The building will have a complete video surveillance system with camera coverage throughout the entire interior of the building and surrounding all sides of the exterior of the building. We will comply with all Office of Cannabis Policy and municipality regulations for video surveillance.

(1) Placement and coverage of cameras will be sufficient:

(a) Cameras will be permanently fixed inside each entry/exit point (perimeter and limited access area) to allow identification of persons entering the premises and limited access areas.



(b) Cameras will be permanently fixed outside each entry/exit point (perimeter and limited access area) to allow identification of persons exiting the premises and limited access areas.

(c) A sufficient number of cameras will be permanently fixed to allow the viewing, in its entirety, of any area where marijuana, marijuana concentrate or marijuana products are stored or prepared for transfer or sale.

(d) A sufficient number of cameras will be permanently fixed to allow the viewing, in its entirety, of any area where marijuana waste is stored before being made unusable, or where marijuana waste is made unusable.

(e) A camera will be permanently fixed at each point of sale to monitor the identity of the purchaser and ensure facial identity.

(f) A sufficient number of cameras will be permanently fixed to allow recording of all areas outside of the premises within 20 feet of the exterior

(2) Video surveillance will meet the following minimum requirements:

(a) Minimum camera resolution will be 720 pixels.

(b) System storage and cameras will be internet protocol (IP) compatible.

(c) All cameras will record continuously twenty-four hours per day and at a minimum of 15 frames per second.

(d) All recorded images will clearly and accurately display the time and date. Time is to be measured in accordance with the U.S. National Institute Standards and Technology standards.

(e) The surveillance system storage device will be secured on the premises in a lockbox, cabinet or closet, or may also be on a third-party server or secured in another manner to protect from employee tampering or criminal theft.

(3) All surveillance recordings will be kept for a minimum of 45 days on our recording device.

(4) All videos will be subject to inspection by the Office of Cannabis Policy employees or local law enforcement and will be copied and provided to the Department or local law enforcement upon request.

(5) We will maintain a list of all persons with access to video surveillance recording and procedures for controlling access to recordings.



In the event of an incident of non-compliance with any security policies, employees and management are required to immediately report directly to ownership who will, in turn, notify the Office of Cannabis Policy in writing within 24 hours or as required by law.

Product Storage:

All marijuana or marijuana products will only be received at this building with all required documentation and fully sealed in compliant, child-resistant and tamper-evident packaging. All backstock inventory of marijuana or marijuana products will be stored in locked rooms treated as limited access areas.

Products will be displayed in glass cases or wall mounted cabinets which will be securely fastened to the wall or floor. All cases or cabinets that contain marijuana or marijuana products will be lockable to help prevent theft or access by customers. Customers will be restricted from handling marijuana products without direct supervision of a licensee or employee.

On-Premises Use and Loitering:

On-premises use is strictly prohibited at all times for all staff and customers. We will have a receptionist who will have a dedicated security monitoring screen for video surveillance of our parking lot. We train our employees to take notice of any on-premises use and immediately notify a Manager. Customers will be permanently banned if found in violation of this policy. Employees will be terminated if found in violation of this policy.

No loitering and No Smoking signs will be posted on the exterior of the building in clear view from all parking areas. Customers are expected to leave the premises in a timely manner after visiting the store. Staff will monitor the video surveillance for customers who are loitering and they will be asked to leave the premises. Staff is expected to leave the premises in a timely manner at the end of their shift.

Additional Office of Cannabis Policy Requirements:

Before selling, storing or transporting marijuana or marijuana products, we are required to obtain Office of Cannabis Policy approval of a written security plan, demonstrating compliance with all requirements of their Department. At a minimum, the security plan shall provide sufficient detail so that the Department may confirm that all security requirements are met.

We are required to adhere to the security plan and submit in writing to the Department a revised security plan within 14 days any time a material change is made to security measures. The Department may, but is not required, to approve revised security plans. The Department may determine at any time that the revised security plan does not meet minimum requirements.

Material changes include, but are not limited to, the addition or removal of sensors or cameras, changing of monitoring companies, additions of points of entry and changes to lighting.

LEASE

PROPERTY ADDRESS: 89 ROUTE 236 KITTERY, MAINE 03904

THIS LEASE is effective as of the Effective Date below and made by and between,

JD INVESTMENTS, LLC, a Maine limited liability company with a mailing address of 19 Buffum Road Unit 6 North Berwick, ME 03906 (the "**Lessor**"),
and

GTF KITTERY 8, LLC, a Maine limited liability company, located at 89 Route 236 Kittery, ME 03904 (the "**Lessee**"), each also referred to herein as a Party and together the Parties.

1. PREMISES, TERM and RENT.

A. PREMISES. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that certain premises located at,

89 Route 236 Kittery, ME 03904 as more particularly described on Exhibit A attached hereto (the "**Premises**").

B. TERM. The initial lease period shall be **five (5) years** beginning on the Effective Date hereof, subject to renewals set forth in Section 21 herein.

C. RENT. Lessee shall pay a monthly rental in the fixed amount of \$3,698.00 per month plus taxes, insurance and maintenance, due on the first day of each month in advance. Rent shall be prorated for the period between the effective date of this Lease and the due date of the first monthly rental payment occurring hereunder, if applicable. If Lessee fails to obtain all necessary approvals to operate their business, Lessee has the option to cancel this Lease with no further obligations.

The first such rental installment shall be due and payable on the date of Lessee obtaining local authorization for business operations. All said rental installments are due and payable thereafter on the first day of each subsequent month during the term of this lease and any extension or renewal thereof. All rent shall be paid to the Lessor at the address specified above, or at such other place as the Lessor may designate by written notice to Lessee. All rent shall be paid without abatement, deduction or set off of any amount whatsoever except as provided hereunder.

Additional Rent. This is a Triple Net Lease. Lessee shall pay as additional rent, LESSEE's pro rata share of Operating Expenses, including fire insurance and applicable Town property taxes ("Additional Rent"), within 15 days of receipt of LESSOR's monthly invoice. The Lessee's pro-rata share is 82.2%.

The Additional Rent and the Base Rent are collectively referred to herein as the "Rent."

2. UTILITIES. Rental shall not include the cost of any utilities, including water and sewage disposal. Lessee shall be responsible for the payment of all utilities for the Premises, including without limitation the cost of all heat, electricity, water service, sewer service, fuel, telephone and any and all other charges incurred in connection with Lessee's use of the Premises during the term of said tenancy, including but not limited to HVAC maintenance, repair and replacement.

3. LESSEE'S PROPERTY. The personal property on the Premises shall be kept at Lessee's own risk; Lessor shall not be liable for any damage to personal property situated on the Premises.

4. FIRE, CASUALTY, EMINENT DOMAIN: If the leased Premises shall be damaged by fire or other casualty or by taking, condemnation or eminent domain, but are not thereby rendered untenable in whole or in part, Lessor shall, at its own expense, cause such damage to be repaired within ninety (90) days after the occurrence of such damage, and the rent shall not be abated.

If the leased Premises shall be rendered untenable only in part, Lessor shall, at its own expense, cause such damage to be repaired and the rent shall be reduced by a just proportion until such repairs are completed provided that if said repairs are not substantially completed within one hundred and twenty (120) days after the occurrence of such damage, Lessee shall have the option of terminating this Lease upon thirty (30) days written notice to Lessor.

If the leased Premises shall be rendered wholly untenable, either Lessee or Lessor may terminate this Lease and the tenancy hereby created by giving to the other written notice within thirty (30) days following the date of such occurrence. If neither party elects to so terminate, Lessor shall, at its own expense, cause such damage to be repaired and rent shall abate during the period during which said repairs are made.

Lessor shall have and hereby reserves and excepts, and Lessee hereby grants and assigns to Lessor all rights to recovery for damages to the leased Premises and the leasehold interest hereby created, and to compensation accrued or hereafter to accrue by reason of any such taking, condemnation or eminent domain. Lessee hereby grants, assigns and covenants with Lessor to grant and assign to Lessor all rights to such damages or compensation.

Nothing contained herein shall be deemed or construed to prevent Lessee from prosecuting in any condemnation proceedings a claim for leasehold improvements and relocation expenses, provided that such action shall not affect the amount of compensation otherwise recoverable by Lessor from the taking authority.

5. INDEMNIFICATION and INSURANCE. Lessee agrees to indemnify and hold harmless Lessor from any and all loss, damage, claim, suits, judgements, fire or liabilities which Lessor may incur, arising by reason of any injury or death to persons or property or any claim on account thereof resulting from use of the Premises by the Lessee and occasioned wholly or in part by any act or omission of Lessee, its agents, guests, licensees, or invitees including without

limitation all costs of defending against such claims and in enforcing this indemnity provision, including reasonable attorney's fees for such purpose. Lessee agrees throughout the term of this Lease and any extension or renewal thereof, at its sole cost and expense, to maintain comprehensive general public liability insurance with limits of not less than \$2,000,000.00 for personal or bodily injury, or death for any one occurrence, all with such insurers as shall be acceptable to Lessor. The minimum limits of the comprehensive general liability insurance shall in no way limit or diminish Lessee's legal liability hereunder. Lessee shall provide Lessor with a certificate of insurance indicating that any such policies shall not be cancelled without at least thirty (30) days' prior written notice to Lessor. Lessee shall reimburse Lessor, as soon as such bill becomes due and payable, for Lessor's cost to insure the building for Lessee's proportionate share of property damage insurance.

Lessee agrees to insure Lessor and Lessee, as their interests appear, against loss of the contents and improvements of the Premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as Lessor shall reasonably require and approve, with waiver of subrogation.

6. COLLATERAL ESTOPPEL CERTIFICATES, SUBORDINATION. Lessee agrees, at any time and from time to time, upon not less than ten (10) days' prior written request by Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that (except as may be otherwise specified by Lessee): (a) this Lease is presently in full force and effect and unmodified; (b) the Lessee has accepted possession of the Premises; (c) any improvements required by the terms of this Lease to be made by the Lessor have been completed to the satisfaction of the Lessee; (d) no rent under the Lease has been paid more than 30 days in advance of its due date; (e) the addresses for notices to be sent to the Lessee are as set forth in the Lease or as specified in such certificate; and (f) the Lessee as of the date of executing the certificate has no charge, lien or claim of offset under the Lease, or otherwise, against rents or other charges due or to become due thereunder. Lessor shall upon like request by Lessee, give like certificates to Lessee. In addition, in the event the Lessee receives written notice from the Lessor and the holders of a mortgage or ground lease on the Premises so requesting, the Lessee shall enter into a written agreement with the holder of such mortgage or ground lease providing that: (1) the Lessee will not pay any rent under the Lease more than thirty (30) days in advance of its due date; (2) Lessee will not consent to the material modification of any of the terms of this Lease nor to the termination thereof by the Lessor; (3) this Lease is subordinate to the interest of such ground lease or mortgage, and if required by such mortgage or ground lease holder the Lessee shall execute and deliver a Subordination, Non-Disturbance, and Attornment Agreement to the satisfaction of such ground lease or mortgage holder; and (4) Lessee will not seek to terminate this Lease by reason of any act or omission of the Lessor until the Lessee shall have given written notice of such act or omission to the holder of such mortgage or ground lease (at such holder's last address furnished by the Lessee) and until a reasonable period of time shall have elapsed following the giving of such notice during which period such holder shall have the right, but shall not be obligated, to remedy such act or omission.

7. ALTERATIONS AND IMPROVEMENTS. Lessee covenants and agrees that it will not, without the consent of Lessor first had and obtained, which said consent shall not be unreasonably withheld, make any significant alterations, improvements or additions to the

demised Premises. All alterations, improvements, additions or fixtures, whether installed before or after the execution of this lease, shall remain upon the Premises at the expiration or sooner termination of this lease and become the property of Lessor, unless Lessor shall, prior to the termination of this lease, have given written notice to Lessee to remove the same, in which event Lessee will remove such alterations, improvements and additions, and restore the Premises to the same good order and condition in which they now are. Should Lessee fail so to do, Lessor may do so, collecting, at Lessor's option, the cost and expense thereof from Lessee as additional rent.

8. TRADE FIXTURES. At the end of the within Lease or any extension or renewal hereof, Lessee shall be permitted to remove trade fixtures and equipment, provided Lessee repairs any and all damage caused to the demised Premises by reason of the removal.

9. REPAIRS AND MAINTENANCE. Lessee agrees with the Lessor that while the Lessee holds the Premises or any part thereof, the Lessee will keep the Premises and all equipment and fixtures therein or used therewith repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning or may be put in during the term, reasonable wear and tear and damage by fire or unavoidable casualty only excepted. Lessee shall, at Lessee's expense, be responsible for all interior and exterior maintenance of the Premises, including without limitation the upkeep of Premises and grounds, snow removal, trash removal, and the maintenance and repair of the structural components and exterior of the demised Premises during the term hereof.

10. SUBLETTING. Lessee shall not assign or sublet any part or the whole of the Premises or permit any other person or persons to occupy the same without first obtaining on each occasion the consent of the Lessor.

11. NOTICE. All notices, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the first business day after mailing if mailed to the party to whom notice is to be given by first class mail, postage prepaid, registered or certified, return receipt requested, to the address set forth in the first paragraph of this Lease. Either party may change its address for purposes of this subparagraph by giving the other party notice of the new address in the manner described herein.

12. DEFAULT. The occurrence of any of the following events shall constitute and event of default under this Lease ("Event of Default"): (i) the leased Premises shall be abandoned by Lessee, or the estate hereby created shall be taken by process of law; (ii) Lessee shall be in default for Fifteen (15) days in the payment of any installment of rent when due, whether or not demanded; (iii) Lessee shall be fifteen (15) days or more late in the payment of rent more than twice in any lease year; (iv) Lessee shall default in the faithful observance or performance of any other covenant to be performed or observed by Lessee under this Lease for fifteen (15) or more days after Lessor shall give to Lessee notice in writing of such default and a demand to cure the same provided that such cure period shall be extended while Lessee diligently and in good faith attempts to cure any such default; (v) there shall be filed by or against (in which event Lessee shall have a period of thirty (30) days to secure its dismissal) Lessee a petition under any Chapter or Chapters of the Bankruptcy Code of the United States or any other insolvency proceeding

relating to the debts of Lessee shall be brought by or against Lessee, or Lessee shall make an assignment for the benefit of creditors, or shall be insolvent or unable to pay their debts as they mature or a receiver shall be appointed for Lessee or any substantial part of their property. Following the occurrence of any such Event of Default, Lessor may, at Lessor's sole election, enter the leased Premises and expel Lessee and those claiming under Lessee, and remove the Lessee and its effects, and/or notify Lessee that the term of this Lease has terminated, and in either case the term hereof shall terminate upon such entry or the giving of such notice, whichever shall first occur, and Lessee shall thereupon quit and surrender the leased Premises to Lessor. In case of termination of the term of this Lease for any such cause, and in either manner above provided, Lessor shall be deemed to have waived no rights or other remedies hereunder, or at law or in equity, and shall be entitled to recover arrearages of rent, damages as for breach of contract, which shall include, without limitation, the amount of the total rent reserved under this Lease for the full term as if the same had not been terminated, less any proper credits, and Lessor's reasonable attorney's fees and any other expenses of Lessor incurred in connection with the retaking of possession of the leased Premises and the removal and storage of Lessee's effects and the recovery of damages or the exercise of other rights or remedies. Nothing herein shall be construed to diminish Lessor's common law duty to mitigate such damages.

In addition to any of the other remedies set forth in this Lease or available to Lessor at law or in equity, in the event Lessee, its successors, assigns, employees, agents, concessionaires or business invitees, fail to perform an obligation under the terms set forth in this Lease or perform any act or cause any act which would detrimentally affect, jeopardize or otherwise interfere with Lessor's material business interests, physical security or physical plant on said leased Premises in any manner, Lessor then may take or cause to be taken any reasonable procedures to correct such act, or breach of security by Lessee, promptly notifying Lessee of its actions and charging Lessee for its reasonable costs incurred in taking such action.

13. INSPECTION. Lessor or its agents may enter to examine the Premises at reasonable times to make such repairs and perform such maintenance as Lessor deems necessary upon giving prior notice except in times of emergency; and within ninety (90) days prior to the termination hereof, upon giving reasonable notice, may enter the Premises to show it to prospective Lessees.

14. USE OF PREMISES. The demised Premises shall be used,
only for the purposes of an Adult-Use Marijuana Retail Store business operations.

Lessee warrants and represents that, while it is a Lessee under said Lease, as it may be extended, it will not use the leased Premises for any other purpose without the express consent of the Lessor.

15. COMPLIANCE. Lessee shall comply with any and all laws, ordinances, and regulations (federal, state, county or municipal), now or hereafter in force applicable to the demised Premises, relating to the use or occupancy thereof or to the making of repairs, changes, alterations or improvements, ordinary or extraordinary, seen or unforeseen.

16. SUBORDINATION. This Lease shall be subject and subordinate at all times to the lien of existing or future mortgages on the demised Premises.

17. REPRESENTATIONS. Lessor makes no representations or warranties as to the condition of the demised Premises, or as to the contents thereof or personal property located therein, and Lessee accepts the same in their present condition after inspecting same.

18. TERMINATION. Either Party may terminate this Lease at any time upon thirty (30) days written notice thereof to the other Party. Upon the expiration or termination of this agreement, Lessee agrees to deliver up the Premises in good, "vacuum clean" tenantable condition, reasonable wear and tear excepted.

19. SECURITY DEPOSIT. There shall be no security deposit hereunder.

20. SIGNAGE. Prior to installation thereof any and all signs visible from the exterior of said Premises must be approved by Lessor, which said consent shall not be unreasonably withheld.

21. OPTION OF RENEWAL. Notwithstanding any other condition contained herein, Lessee shall have the right by giving written notice thereof at least sixty (60) days prior to the expiration hereof to renew the within Lease for **four (4) extensions** for an additional lease term of **five (5) years per extension**, subject to all of the covenants, terms and agreements herein contained but with the rent to be negotiated and agreed upon prior to the commencement of said additional year, but in no event less than the prior Rent amount of the prior Term and provided however, that no breach or default then exists in any of the covenants, terms and conditions of the within lease. This extension option shall not be available in the event Lessor gives written notice thereof at least three (3) months prior to the expiration hereof, all solely at the Lessor's complete and unilateral discretion.

22. HAZARDOUS MATERIALS. Lessee covenants and agrees that, with respect to any hazardous, toxic or special wastes, materials or substances including asbestos, waste oil and petroleum products (the "Hazardous Materials") which Lessee, its agent or employees, may use, handle, store or generate in the conduct of its business at the leased premises Lessee will: (i) comply with all applicable laws, ordinances and regulations which relate to the treatment, storage, transportation and handling of the Hazardous Materials; (ii) that Lessee will in no event permit or cause any disposal of Hazardous Materials in, on or about the leased premises and in particular will not deposit any Hazardous Materials in, on or about the floor or in any drainage system or in the trash containers which are customarily used for the disposal of solid waste; (iii) that with respect to any off-site disposal, shipment, storage, recycling or transportation of any Hazardous Materials, Lessee shall properly package the Hazardous Materials and shall cause to be executed and duly filed and retain all records required by federal, state or local law; and (iv) that Lessee will at all reasonable times permit Lessor or its agents or employees to enter the leased premises to inspect the same for compliance with the terms of this paragraph and will further provide upon five (5) days' notice from Lessor copies of all records which Lessee may be obligated to obtain and keep in accordance with the terms of this paragraph. The terms used in

this paragraph shall include, without limitation, all substances, materials, etc., designated by such terms under any laws, ordinances or regulations, whether federal, state or local.

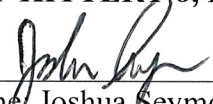
23. MISCELLANEOUS. If Lessee is more than one person or party, Lessee's obligations shall be joint and several. Unless repugnant to the context. "Lessor" and "Lessee" mean the person or persons, natural, corporate or other legal entity, named above as Lessor and Lessee respectively, and their respective heirs, executors, administrators, successors and assigns. Lessor and Lessee agree that this Lease shall not be recordable but each Party hereto agrees, on request of the other, to execute a Memorandum of Lease in recordable form and mutually satisfactory to the Parties. If any provision of this Lease or its application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law. The submission of this Lease or a summary of some or all of its provisions for examination by Lessee does not constitute a reservation of or option for the Premises or an offer to lease said Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Lessor and Lessee. Employees or agents of Lessor have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. All negotiations, considerations, representations and understandings between Lessor and Lessee are incorporated herein and no prior agreements or understandings, written or oral, shall be effective for any purpose. No provision of this Lease may be modified or altered except by agreement in writing between Lessor and Lessee, and no act or omission of any employee or agent of Lessor shall alter, change, or modify any of the provisions hereof. This Lease shall be governed exclusively by the provisions hereof and by the laws of the State of Maine. The headings herein contained are for convenience only, and shall not be considered a part of this Lease.

[Signatures are on next page.]

IN WITNESS WHEREOF, the undersigned have executed this Lease agreement under corporate seal as of the Effective Date set forth below:

Effective Date: March 3rd, 2023 ("Effective Date")

LESSEE:
GTF KITTERY 8, LLC

By: 
Name: Joshua Seymour
Title: Managing Member

LESSOR:
JD INVESTMENTS, LLC

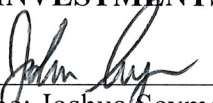
By: 
Name: Joshua Seymour
Title: Managing Member

EXHIBIT A

PREMISES DESCRIPTION

The premises shall consist of approximately 3,698+/- SF of space throughout the first and second floors. The premises shall include all walkways and parking lot areas providing access to such entrances and exclusive rights to all parking spaces, with the exception of 4 reserved parking spaces for the adjoining business.



State of Maine

Department of Agriculture, Conservation & Forestry
Division of Quality Assurance & Regulations
28 State House Station, Augusta, ME 04333-0028
(207) 287-3841

SERIAL NUMBER

147424

2-35893

July 12, 2022

August 21, 2023

LICENSE NUMBER

DATE OF ISSUE

DATE OF EXPIRATION

This certifies that

Green Truck Farms LLC

Joshua Seymour

8 Deer Ridge LN

Kittery, ME 03904-

MEDICAL MARIJUANA

**Location: 19 Buffum RD, Unit 6, North
Berwick**

This certificate is valid only between the date issued and expiration date appearing herein. Only the named holder at the location for which issued may use it.

The person named herein is authorized to sell or manufacture food products, fuel and/or sell or repair weighing and measuring devices as permitted by law for the listed authorizations.

This certificate and/or each type of authorization represented is subject to suspension, revocation or cancellation as authorized by Maine Revised Statutes.

LICENSE TYPE

DESCRIPTION OF LICENSE AUTHORIZATIONS

FEE

License Type	Authorizations	Fee
Retail Food Establishment	11 to 25 Prepackaged Food	50.00
TOTAL:		50.00



Department of Agriculture, Conservation & Forestry

Amanda Beal

Commissioner

Division of Quality Assurance

Celeste Paulin

Director

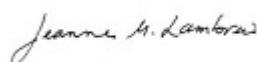
EST ID: 30037
TOBACCO - RETAIL I

GREEN TRUCK FARMS
19 BUFFUM RD UNIT 6
NORTH BERWICK ME 03906

EXPIRES: 03/31/2023

FEE: \$100.00

JOSHUA SEYMOUR
GREEN TRUCK FARMS LLC
GREEN TRUCK FARMS
19 BUFFUM RD UNIT 6
NORTH BERWICK ME 03906



Commissioner

Employers must establish a written smoking policy that prohibits smoking in any business facility, including in vehicles used for work, and in outdoor areas where employees perform services under the control of the employer. Smoking in workplaces shall only be permitted outdoors. Employers shall only permit employer and employees to smoke outside within a Designated Smoking Area that is at least 20 feet away from the business facility and designed in a way to prevent smoke from escaping back into a workplace, public place or other areas where smoking is prohibited.

Eating Establishments shall prohibit smoking in outdoor eating areas and all enclosed areas of public places. Smoking includes the use of electronic smoking devices, whether or not they contain nicotine.

Tobacco Retailers are required to card all persons 30 years of age or younger by photographic identification that contains the persons date of birth. Tobacco products may not be sold to any person under 21 years of age unless the person obtained 18 years of age on or before July 1, 2018. Tobacco products include, but not limited to, a cigarette, a cigar, a hookah, pipe tobacco, chewing tobacco, snuff or snus, electronic smoking devices, and any component or accessory used in the consumption of a tobacco product, such as filters, rolling papers, pipes and liquids used in electronic smoking devices, whether or not they contain nicotine.

For free guidance regarding Maine's retail tobacco and workplace smoking laws, please contact the Maine CDC Tobacco and Substance Use Prevention and Control program at tsup.dhhs@maine.gov or call 207-287-4627.

JOSHUA SEYMOUR
GREEN TRUCK FARMS LLC
GREEN TRUCK FARMS
19 BUFFUM RD UNIT 6
NORTH BERWICK ME 03906

Owner: GREEN TRUCK FARMS LLC
Licensee: **GREEN TRUCK FARMS**
Location: 19 BUFFUM RD UNIT 6
NORTH BERWICK
JOSHUA SEYMOUR
Mail: 19 BUFFUM RD UNIT 6

ISSUED: 4/1/2022
EXPIRES: 3/31/2023
FEE: \$100.00
TEL: 207-432-6000

NORTH BERWICK ME 03906
Lic Type: TOBACCO - RETAIL I

Est ID: 30037

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



This certifies that


GREEN TRUCK FARMS 5, LLC
License Number AMF1306

has been issued a **CONDITIONAL** license as an
ADULT USE CANNABIS PRODUCTS MANUFACTURING FACILITY
under 28-B MRS. This does **NOT** permit the licensee to engage in any activity.

NOTE: THIS IS NOT AN ACTIVE LICENSE

Issued on:
January 24, 2023

Expires on:
January 23, 2024



John Hudak, Director
OFFICE OF CANNABIS POLICY
MAINE ADULT USE CANNABIS
PROGRAM

To make a complaint about this licensed Adult Use Cannabis Establishment:
Email: Licensing.OCP@maine.gov

The Conditional License for AMF1306 has been issued based on the following organizational structure:

Principals:

JOSHUA J. SEYMOUR, MANAGER

Owners:

81.17% - JOSHUA SEYMOUR
17.65% - DAVIS DROLET
1.18% - ANDREW BEASLEY

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

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



This certifies that


GREEN TRUCK FARMS 6, LLC
License Number AMS1313

has been issued a **CONDITIONAL** license as an
ADULT USE CANNABIS STORE
under 28-B MRS. This does **NOT** permit the licensee to engage in any activity.

NOTE: THIS IS NOT AN ACTIVE LICENSE

Issued on:
January 24, 2023

Expires on:
January 23, 2024



John Hudak, Director
OFFICE OF CANNABIS POLICY
MAINE ADULT USE CANNABIS
PROGRAM

To make a complaint about this licensed Adult Use Cannabis Establishment:
Email: Licensing.OCP@maine.gov

The Conditional License for AMS1313 has been issued based on the following organizational structure:

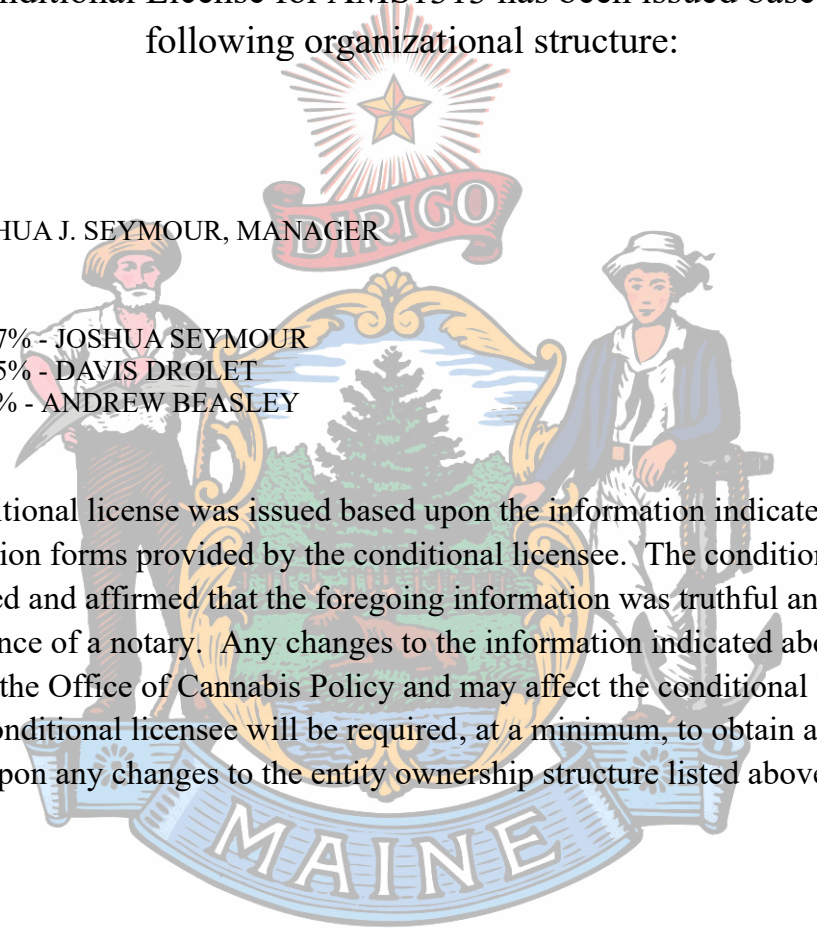
Principals:

JOSHUA J. SEYMOUR, MANAGER

Owners:

81.17% - JOSHUA SEYMOUR
17.65% - DAVIS DROLET
1.18% - ANDREW BEASLEY

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



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



This certifies that


GREEN TRUCK FARMS 7, LLC
License Number AMS1272

has been issued a **CONDITIONAL** license as an
ADULT USE CANNABIS STORE
under 28-B MRS. This does **NOT** permit the licensee to engage in any activity.

NOTE: THIS IS NOT AN ACTIVE LICENSE

Issued on:
June 14, 2022

Expires on:
June 13, 2023



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

To make a complaint about this licensed Adult Use Cannabis Establishment:
Email: Licensing.OCP@maine.gov

The Conditional License for AMS1272 has been issued based on the following organizational structure:

Principals:

JOSHUA J. SEYMOUR, MANAGER

Owners:

81.17% - JOSHUA SEYMOUR
17.65% - DAVIS DROLET
1.18% - ANDREW BEASLEY

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



STATE OF MAINE
MAINE REVENUE SERVICES

THIS REGISTRATION CERTIFICATE FOR A
RETAILER

is issued under the provisions of MRS.A, Title 36, Part 3, §1754-B to:

SEYMOUR JOSHUA
19 BUFFUM RD UNIT 6
NORTH BERWICK, ME 03906-6923

Registration Number: 1184143

Date Issued: JANUARY 01 2016

Business Code: 426
Filing Frequency: MONTHLY



STATE OF MAINE
MAINE REVENUE SERVICES
RESALE CERTIFICATE



THIS CERTIFICATE IS VALID

JANUARY 01 2020 THRU DECEMBER 31 2025

Business Name and Location Address	Certificate Number	Business Type
SEYMOUR JOSHUA 19 BUFFUM ROAD UNIT 6 NORTH BERWICK ME 03906	1184143	MED MJCARE

This is to certify that the above named business is authorized to purchase during the period indicated on this certificate: (1) tangible personal property to be resold in the form of tangible personal property, or (2) a taxable service to be resold as the same taxable service. **This certificate cannot be reassigned or transferred and can only be used by the above business or its authorized employees. This certificate is void if the business has ceased operating or if the certificate has been altered.**

The above named business certifies that the following is being purchased in the ordinary course of business for resale as provided above.

Presented to: _____ (date) Presented by: _____ (date)
(Insert name of seller on photocopy) Authorized Signature (purchaser)



Waste Management Plan

89 Route 236
Kittery, Maine 03904

This business will conduct Adult-use retail sales only and there will not be any marijuana waste produced from any production, cultivation, manufacturing or packaging related activities in any portion of the building at this time. All waste cannabis products or customer product returns which need to be disposed of must be done in accordance with the State of Maine Office of Cannabis Policy, Section 691-1-8 Waste Management.

“A cannabis plant, cannabis, trim and other plant material in itself is not considered hazardous waste unless it is toxic, flammable or a listed waste subject to regulation under Department of Environmental Protection rule Chapter 850.B. Non-hazardous cannabis waste that is to be disposed of must be rendered unusable prior to leaving a cannabis establishment by one of the following methods:

(1) Grinding and incorporating the cannabis waste with other ground materials so the resulting mixture is at least fifty percent non-cannabis waste by volume, including: (a) Food waste; (b) Yard waste; or (c) Other wastes approved by the Department.

(2) Using another method approved by the Department and recorded in the licensee's facility plan of record before implementation.”

All employees will be required to record any non-hazardous waste cannabis products or customer product returns on a disposal log with their name, date, product and weight and have the disposal approved by a Manager.

A dumpster corral will be located in the rear parking area within a secured fence. Our staff will ensure that there is no overfilling of the waste containers and all surrounding areas are kept free and clear of litter and trash. The dumpster will have a secure cover which will remain locked at all times and will not be able to be accessed by anyone except staff, management, ownership or authority with jurisdiction. Security cameras will be installed to record any activities around the area of waste containers in accordance with the State of Maine Office of Cannabis Policy, Section 691-1-3-3 Security.



Hiring and Training

89 Route 236
Kittery, Maine 03904

Hiring:

A structured and thorough onboarding program is crucial to developing and retaining long-term employees. The primary goals of our onboarding process are to acclimate, engage, and retain the new employee. It's important that everyone throughout the company, not only Management, understands that they have some responsibility for helping to acclimate and engage new hires.

We begin the onboarding process prior to the start date by providing access to all onboarding documents, company handbook, health and safety handbook, and other company documents to allow the new hire to familiarize themselves at home and at their convenience. This allows us to expedite the onboarding paperwork process and provides the new hire with more time to get acclimated and meet the team on their first day.

We immediately assign an experienced mentor for each new employee to help guide them through the training process and familiarize them with the company. The mentor is responsible for introducing the new hire to the other team members and getting them up to speed on the minutiae of the business such as information about operating hours; lunch break schedules; clocking-in/out; attendance notification; how customer inquiries are handled; how to contact team members and managers; how sales are tracked; how the inventory is controlled; and the company culture, goals, and values that we promote throughout our organization.

A formal training program is followed regardless of the new hire's prior experience in the industry. The training takes place with a designated Manager who is responsible for providing clear and consistent information and ensuring successful completion of all steps of the training program. The training program includes policies and procedures for all aspects of the retail operations, safety plans, compliance requirements, product knowledge, customer interaction, POS software, Metrc training if applicable, and more.

A formal review process is conducted with all new hires at 30 and 60 days after hire date to assess their progress. These meetings provide Management an opportunity to clarify job roles and performance expectations. The goal of these reviews is to foster continued improved performance and ensure that the new hire is always experiencing success.



Track-and-Trace Training:

The Maine Office of Cannabis Policy has contracted with Metrc LLC to provide Track-and-Trace services to the State of Maine. The Metrc system will serve as the State's Inventory Tracking System, which all adult-use marijuana establishments will be required to use as outlined in 18-691 C.M.R. ch. 1 – Adult Use Marijuana Program. All inventory tracking activities at a marijuana establishment licensee must be tracked through use of the inventory tracking system.

We are required to have a Track-and-Trace administrator in the Metrc system, who will be identified during the licensing process in order to complete Metrc credentialing. The Track-and-Trace administrator will be required to take the new business training course and pass a comprehension test following its completion.

The new business training course is provided in a webinar-based format to individual licensees or a small group of licensees. The classes are instructor led and provide a thorough overview of the core functionality of the Metrc system. These classes are available to any individual with a valid OCP-issued Individual Identification Card (IIC) and association with a conditional license.

Company policy will require all employees who will be operating in the Metrc system to take the new business training course to ensure they know how to accurately utilize the system.



Odor Control Plan

89 Route 236
Kittery, Maine 03904

This business will conduct Adult-use marijuana retail sales only and will not perform any marijuana production, cultivation, manufacturing or packaging related activities in any portion of the building. All marijuana products will enter the building in fully compliant, child-resistant, and tamper evident packaging.

Our business is customer-facing, so it is crucially important to have a clean, sanitary retail experience for our customers during every visit and odor is of utmost priority. We intend to run air purification systems and commercial air fresheners throughout the leased premises. We do not anticipate any issues with odor remediation due to our cleaning and maintenance practices, in addition to the sealed packaging of all products in the building.

However, if odor becomes noticeable from the exterior of the building at the premises or at any adjoining use of the property, we will immediately address it using several methods throughout the interior of the facility as well as the exterior of the facility, as necessary. We will adopt best management practices with regards to implementing state-of-the-art technologies in mitigating marijuana odors such as installing carbon air scrubbers and deodorizers throughout the building. If necessary, we will also engage an odor remediation company such as Aroma360 , which is a company that provides equipment which connects to any existing HVAC system to resourcefully scent-cover every square inch of a building without the use of residue-creating, unnatural substances and sprays.

It remains a top priority of ours to ensure that odor is always undetectable from all of our business operations and we are committed to maintaining that standard.

February 2, 2023

Joshua J. Seymour
Green Truck Farms I, LLC
19 Buffum Road, Unit 6
North Berwick, ME 03906

RE: Administrative Consent Agreement

Dear Mr. Seymour:

Enclosed is a *copy* of the Administrative Consent Agreement between Green Truck Farms I, LLC and the Town of North Berwick, as it appears in the York County Registry of Deeds, with the recording stamp. The consent agreement was recorded in the York County Registry of Deeds on February 2, 2023 in Book 19192, Page 36.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Agnieszka A. Dixon

IN THE MATTER OF

GREEN TRUCK FARMS I, LLC
c/o Joshua J. Seymour
19 Buffum Road, Unit 6
North Berwick, ME 03906
(Tax Map 15, Lot 3)

ADMINISTRATIVE CONSENT
AGREEMENT

THIS ADMINISTRATIVE CONSENT AGREEMENT is entered into this 20th day of January, 2023 by and between GREEN TRUCK FARMS I, LLC (“Green Truck Farms”), a Maine limited liability company having its principal place of business at 19 Buffum Road, Unit 6, in North Berwick, Maine, and the TOWN OF NORTH BERWICK, a municipal corporation existing under the laws of the State of Maine with offices at 21 Main Street in North Berwick, Maine, acting by and through its municipal officers (the “Town”) (collectively, the “Parties”) for the purpose of resolving a dispute concerning violations of the Town of North Berwick Zoning Ordinance (the “Zoning Ordinance”).

RECITALS

WHEREAS, the Parties do not dispute the following facts:

1. JD Investments, LLC is the owner of certain property, including the building situated thereon, located at 19 Buffum Road in North Berwick, Maine, which is designated on the Town’s assessing maps as Tax Map 15, Lot 3, and is more precisely described in a Quitclaim Deed dated November 17, 2020 from Jackson, Drysdale & Associates L.L.C. and recorded in the York County Registry of Deeds in Book 18455 Page 492 (the “Property”).
2. The Property is developed with a building composed of six adjoining rental units, which are authorized by the municipal reviewing authority of the Town for the following principal uses: Units 1, 2, 5, and 6 – medical marijuana caregiver operations; Units 3 and 4 – personal property storage.
3. Green Truck Farms is the lessee of Unit 6 on the Property.
4. Joshua J. Seymour is the sole manager of both JD Investments, LLC and Green Truck Farms.
5. The Property is located in the Residential District 1 (R-1) pursuant to the Zoning Ordinance.
6. On October 27, 2016, the North Berwick Planning Board granted a conditional use permit to Jackson, Drysdale & Associates, LLC, the former owner of the Property, authorizing the use of Unit 6 for a “Medical Marijuana Caregiver” operation (the “Conditional Use Permit”).

7. The Conditional Use Permit does not authorize any retail sales of medical marijuana or any other goods or products, or the operation of a medical marijuana caregiver retail store in Unit 6.
8. Pursuant to Article 4, Table 4.3 of the Zoning Ordinance and a referendum vote of the legislative body of the Town on April 6, 2019, medical marijuana caregiver retail stores are prohibited uses in North Berwick, including in the R-1 district.
9. On February 7, 2019, Roger Frechette, the Town's former Code Enforcement Officer, issued a Notice of Violation to Jackson, Drysdale & Associates, LLC, ordering the cessation of operation of a medical marijuana retail store in Unit 6
10. On May 9, 2022, the Town received information from the Office of Cannabis Policy, Maine Department of Administrative and Financial Services, that Joshua J. Seymour was licensed to conduct medical marijuana caregiver operations at the Property, but was not licensed to operate a medical marijuana caregiver retail store at the Property.
11. Matt LeConte, the Town's current Code Enforcement Officer ("CEO"), issued Notice of Violation ("NOV") concerning Green Truck Farms, dated August 22, 2022. The NOV provided notice to Green Truck Farms that it was in violation of the Town's prohibition on operating medical marijuana caregiver retail stores because the Property and the activities thereon had attributes generally associated with retail stores (including a fixed location with regular business hours and accessibility to the public; direct consumer sales of goods other than medical marijuana, including clothing merchandise, paraphernalia, and other products; and advertising itself as a storefront), in contravention of the Conditional Use Permit; Article 4, Table 4.3 and Sections 6.9.2, 6.9.3, and 6.9.8 of the Zoning Ordinance; and Section 10 of the Town of North Berwick Licensing Ordinance.
12. The NOV contained an order that Green Truck Farms cease all operations of a medical marijuana caregiver retail store on the Property; to remove all display cases; and to cease the sale of all non-marijuana products and apparel at the Property no later than September 1, 2022. Upon request of Green Truck Farms, the CEO extended the date of compliance with the NOV to no later than September 8, 2022, based on Green Truck Farms' receipt of an incomplete NOV.
13. As of the date first written above, Green Truck Farms has made reasonable efforts to comply with the requirements of the NOV.
14. The Parties disagree as to the characterization of the Green Truck Farms business operations as a medical marijuana retail store and desire to resolve the dispute by administrative consent agreement without the time and expense of enforcement litigation, and the Town is willing to forbear from pursuing said enforcement litigation so long as the terms and conditions of this Agreement are met.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, and the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. Green Truck Farms shall refrain from advertising or operating a medical marijuana caregiver retail store at the Property, including within any portion of Unit 6. Without limiting the foregoing:
 - a. Green Truck Farms shall refrain from displaying, selling, or offering for sale any goods or products (including without limitation food, as defined in 22 M.R.S. § 2152(4)), other than medical marijuana or medical marijuana products at the Property, including within any portion of Unit 6.
 - b. Green Truck Farms shall refrain from offering or providing any services at the Property, including within any portion of Unit 6, except for the following medical marijuana caregiver services :
 - i. Cultivating medical marijuana to the extent authorized by 22 M.R.S. § 2423-A(2)(B);
 - ii. Displaying for sale and selling medical marijuana and medical marijuana products to qualifying patients;
 - iii. Storing, transferring, and selling up to 2½ ounces of harvested marijuana to a qualifying patient in one transaction, except that Green Truck Farms may not dispense more than 2½ ounces of harvested marijuana to a visiting qualifying patient during a 15-day period; and
 - iv. Being in the presence or vicinity of a qualifying patient's medical use of marijuana and assisting any such patient with the medical use, administration, or preparation of marijuana.
 - v. Transfer immature cannabis plants, seedlings, seeds and harvested cannabis to a qualifying patient, another caregiver, or a registered dispensary, in accordance with 22 M.R.S. § 2423-A(2)(K);
 - vi. Transfer to and accept from another registered caregiver or a dispensary cannabis plants and harvested cannabis in a wholesale transaction in accordance with 22 M.R.S. § 2423-A(2)(K-1) or its successor.
 - c. Green Truck Farms shall not use the Property, including within any portion of Unit 6, to:
 - i. Manufacture marijuana products or concentrate for non-medical use;
 - ii. Manufacture marijuana concentrate, whether for medical use or not, using inherently hazardous substances; or

- iii. Manufacture food, as defined in 22 M.R.S. § 2152(4), whether for medical use or note.
- d. Green Truck Farms shall not use the Property, including within any portion of Unit 6, to store, warehouse, or distribute any goods or products that are not medical marijuana or medical marijuana products.
- e. Green Truck Farms shall not advertise (whether via signage on the Property, in print media, on social media, or on the internet) the Property, including any portion of Unit 6, as a caregiver retail store, as defined in 22 M.R.S. § 2422(1-F). Without limiting the foregoing, Green Truck Farms shall not advertise the Property, including any portion of Unit 6, or promote sales of goods or services directly to consumers other than medical marijuana, medical marijuana products, or medical marijuana caregiver services identified in Paragraph 1.b,(i)-(vi), above.
- f. Green Truck Farms shall not use any of the Units on the Property for any uses other than the authorized uses (specifically, Units 1, 2, 5, and 6 – medical marijuana caregiver operations; Units 3 and 4 – personal property storage) without first securing a conditional use permit from the Planning Board to do so.

The obligations set forth in this Paragraph 1 shall run with the land in the event of any transfer of the Property.

- 2. Green Truck Farms has voluntarily agreed to pay all costs incurred by the Town in the preparation and execution of this Agreement, including the Town's reasonable attorneys' fees. No later than January 30, 2023, Green Truck Farms shall pay the Town a civil penalty equal to \$1,400.00 which includes Town's attorneys' fees, by delivery of a check to the Town Clerk.
- 3. The Town agrees to, and hereby does, upon fulfillment of and subject to full compliance with the obligations set forth in Paragraphs 1 and 2, waive its rights to any civil penalties beyond those set forth in Paragraph 2 related to the specific violations to which the NOV refers.
- 4. If Green Truck Farms or its successors and assigns fail to comply with any obligations, or portions thereof, set forth in Paragraph 1 or 2, the Town reserves its right to institute appropriate court proceedings to enforce the requirements of its ordinances and regulations, including the Zoning Ordinance, or to seek enforcement of the terms of this Agreement.
- 5. This Agreement shall be recorded by the Town in the York County Registry of Deeds, shall run with the land, and shall be binding on Green Truck Farms and its successors and assigns.
- 6. This Agreement is being delivered and is intended to be performed in the State of Maine and shall be construed and enforced in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

[SIGNATURE PAGES FOLLOW]

GREEN TRUCK FARMS I, LLC

Joshua J. Seymour
By: Joshua J. Seymour
Its: Manager, duly authorized

Debra J Adams
Witness Debra J Adams

STATE OF MAINE
York County, ss.

Jan 26, 2023

Personally appeared before me the above-named Joshua J. Seymour, duly authorized, and acknowledged the foregoing instrument to be his free act and deed as Manager of Green Truck Farms I, LLC, and the free act and deed of Green Truck Farms I, LLC.

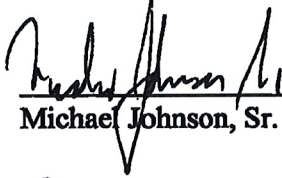


Before me,
Heather A. Legere
Notary Public/Attorney at Law
Printed Name: Heather A. Legere

HEATHER A. LEGERE
NOTARY PUBLIC
State of Maine
My Commission Expires
November 20, 2028

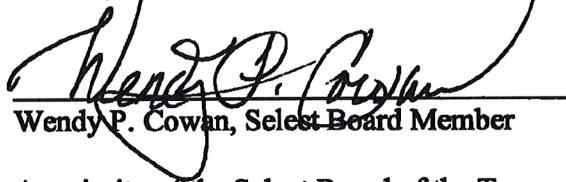
TOWN OF NORTH BERWICK, MAINE


Charles Galemmo, Select Board Chair


Michael Johnson, Sr. Select Board Vice Chair

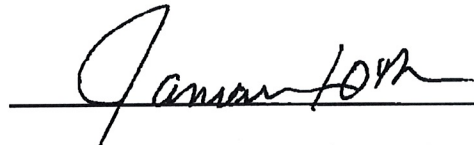

Jonathan Hall, Select Board Member


Michael Johnson, Jr., Select Board Member

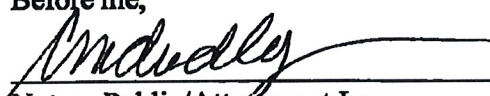

Wendy P. Cowan, Select Board Member

A majority of the Select Board of the Town of North Berwick, Maine

STATE OF MAINE
York County, ss.

 , 2023

Personally appeared before me the above-named Charles Galemmo, Michael Johnson, Sr., Jonathan Hall, Micheal Johnson, Jr. and Wendy P. Cowan, in their capacity as member of the Select Board of the Town of North Berwick, Maine, and acknowledged the foregoing instrument to be their free act and deed in his their capacity and the free act and deed of said Town of North Berwick, Maine.

Before me,

Notary Public/Attorney at Law
Printed Name: Christine M. Dudley



Michelle L. DelMar, Esq.

DELMAR LAW OFFICES
254 Commercial St, Suite 245
Portland, Maine 04101 USA
ContactMyLawyer.com
Tel: 617-728-9800

Michelle L. DelMar, Esq.
Michelle@ContactMyLawyer.com
Admitted in Maine and Massachusetts

September 6, 2022

Via Email: Matt Leconte <mleconte@townofnorthberwick.org>
And First Class Mail

Matt LeConte, Code Enforcement Officer
Town Hall
21 Main Street
North Berwick, ME 03906

RE: Response to Notice of Violation dated August 22, 2022; Received August 30, 2022
Property: 19 Buffum Rd, Unit 6, North Berwick, Maine

Dear Mr. LeConte:

As discussed, I represent Green Truck Farms, LLC regarding the above matter. Also discussed on August 30, 2022, the document that we had previously received, was different than the Notice of Violation attached to your email of August 30, 2022, in that page 2 was missing from the document we each previously received. In addition, Mr. Seymour had not received a copy by email.

Thank you for approving an extension for the related compliance date from September 1, 2022 to September 8, 2022. This letter is intended to respond to the Notice of Violation that I received by email on August 30, 2022. Green Truck Farms, LLC ("Green Truck") continues to deny engaging in a caregiver retail store activity at the location and has and endeavors to take steps that remove any doubt with regard to the same, as follows:

1. Cannabis Products in the form of THC and CBD Products. "The word "marijuana" refers to parts of or products from the plant cannabis sativa that contain substantial amounts of tetrahydrocannabinol (THC)." See National Institute of Health at <https://www.nccih.nih.gov/health/cannabis-marijuana-and-cannabinoids-what-you-need-to-know>. "Cannabidiol (CBD) oils are low tetrahydrocannabinol products derived from Cannabis sativa that have become very popular over the past few years." See Mayo Clinic Proceedings at [https://www.mayoclinicproceedings.org/article/S0025-6196\(19\)30007-2/fulltext](https://www.mayoclinicproceedings.org/article/S0025-6196(19)30007-2/fulltext). Medical professionals provide patients with Maine Medical Use of Cannabis Program (MMMP) Certification Cards (a.k.a. Med Cards) and refer qualified patients to Green Truck for the purpose of education and purchase of items within the cannabis product family. THC and CBD products are a part of the cannabis product family and should be available as options for qualified patients with Med Cards at Caregiver locations, including the Property.

2. No Sales of Non-Cannabis Products. Green Truck will continue to prohibit sales of non-cannabis products, including apparel at the Property and has further placed signs throughout the store, stating explicitly and conspicuously that prohibition. Photos to follow with separate email.
3. Property Not Accessible by the Public. Green Truck will continue to sell only to qualified patients with Med Cards and has further placed a sign on the front door, stating explicitly and conspicuously that Med Cards are required for entry.
4. No Advertising as a Store Front. Green Truck will continue to refrain from advertising itself as a storefront and has further endeavored to correct any scrivener errors, that may have caused confusion as to the nature of the services provided at the Property.
5. Display Cases. Please consider the following information:
 - a. Medical professionals provide patients with prescription type Med Cards, for therapeutic healing and/or for alleviating symptoms of diseases and disfunctions of the body and/or mind, including, anxiety, depression, appetite issues, muscle pain, nausea, nerve pain, paresthesia and many other types of body and mind diseases and disfunctions. It is important for the well-being of patients, that they feel comfortable and comforted in the environments they enter, especially, the place that they were referred to, to receive healing plant medicine, namely, cannabis.
 - b. In most cases, patients need to be educated with regard to their cannabis options and the various options concerning means by which their cannabis products may be ingested (by swallowing or other means of absorption into the body). Patients have many questions related to types of cannabis, forms of cannabis and the variety of ways they can take cannabis. They are referred to Caregivers, so that they can be educated and receive recommendations. It is important that the patients be allowed to see what is inside the products they are purchasing and such education is helpful on many levels.
 - c. Display cases provide a means for allowing Green Truck to properly, effectively, quickly and efficiently educate its patients about their cannabis product options in a non-stress provoking, easy, safe and secure way. Use of display cases for these purposes results in patients leaving the Property educated, more confident and at ease about their options and selections. It also eliminates, or significantly reduces, stress inducing wait-times for patients.
 - d. Display cases also reduce odor, theft and touching of cannabis.
 - e. In addition, display cases provide for a clean sanitary means of creating an aesthetically pleasing no-stress environment to help put patients at ease and reduce exacerbation of their medical and/or psychological conditions.
 - f. The options for taking Cannabis and how to use such options and devices can be confusing. Display cases with non-cannabis items are necessary for the most proper, effective, quick and efficient means of educating patients about their options for ingesting and absorption of the cannabis products. Again, Green Truck will continue to prohibit sales of non-cannabis items at the Property with conspicuous signs expressly stating such prohibition.
 - g. The presence of display cases are not dispositive of retail activities and in light of the foregoing, please consider the benefits and reasonable necessity of display cases, including, but limited to, the health, well-being and safety benefits for patients and others.

- h. In addition, display cases have been present and utilized at the Property with approval of the Town, since the first approval many years ago.

With regard to additional items listed in the Notice of Violation, having a fixed location and regular hours of Caregiver availability, does not amount to retail activities. If necessary, Green Truck will continue to refrain from posting hours of Caregiver availability at the Property.

In light of the foregoing, it is Green Truck's understanding that it is currently in compliance with the applicable rules, policies and ordinances of the Town of North Berwick. Given the time sensitive nature of this matter, at your earliest opportunity, kindly confirm that this response satisfies the concerns set forth in the Notice of Violation or if there are any additional outstanding matters related to the subject of this letter.

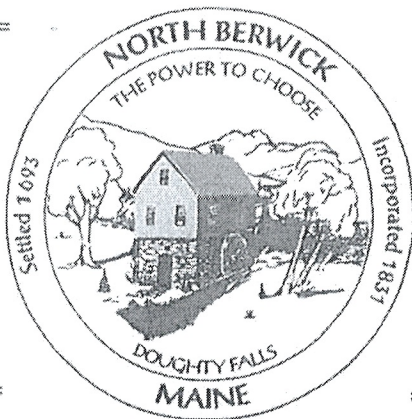
Thank you.

Respectfully submitted,



Michelle DelMar, Esq.
Attorney for Green Truck Farms, LLC

cc: Green Truck Farms, LLC
Joshua Seymour



Town of North Berwick

21 Main Street ♦ P.O. Box 422 ♦ North Berwick, Maine 03906

WWW.TOWNOFNORTHBERWICK.ORG

Office: 207-676-3353

Fax: 207-676-3201

NOTICE OF VIOLATION

August 22, 2022

**DELIVERY BY CERTIFIED MAIL, RETURN RECEIPT, TO
JOSHUA SEYMOUR AND MICHELLE DELMAR, ESQ.**

VIOLATOR(S):

Green Truck Farms, LLC
c/o Michelle Delmar, Esq.
254 Commercial Street, Suite 245
Portland, ME 04101

PROPERTY OWNER:

JD Investments, LLC
c/o Joshua Seymour
19 Buffum Road, Unit 6
North Berwick, ME 03906

AFFECTED PROPERTY:

19 Buffum Road, Unit 6
North Berwick, Maine (Map 15, Lot 3)

ZONING:

Residential District 1 (R-1)

TO: Joshua Seymour and Michelle Delmar, Esq.

This Notice of Violation is the official notice of the Town of North Berwick, Maine (the "Town") that Green Truck Farms, LLC, is operating a prohibited medical marijuana caregiver retail store on property located at 19 Buffum Road, Unit 6, North Berwick, Maine (Tax Map 15, Lot 3) (the "Property"), in violation of the Conditional Use Permit issued on October 27, 2016; Sections 6.9.2, 6.9.3, and Article 4 of Town of North Berwick Zoning Ordinance (the "Zoning Ordinance"); and Section 10 of the Town of North Berwick Medical Marijuana Licensing Ordinance (the "Licensing Ordinance").

NOTICE OF VIOLATION

YOU ARE HEREBY ORDERED to cease all operation of a caregiver retail store on the Property. You must remove all display cases and cease the sale of all non-marijuana products and apparel at the Property no later than **September 1, 2022**.

Should you fail to comply with this order, the Town may pursue a land use enforcement action against you in Maine District Court pursuant to M.R. Civ. P. 80K and 30-A M.R.S. § 4452. Under 30-A M.R.S. § 4452, the Town may to recover fines, ranging from \$100 to \$5,000, per day for every day that this violation remains in existence on your Property, as well as the Town's attorney's fees and costs.

BACKGROUND

Site Inspections and Investigations

On April 20, 2022, I observed approximately 30 vehicles parked in the Property's parking lot. I observed approximately 20 people standing in a line outside of the main entrance to the Green Truck Farms, LLC store, which extended outside and across the parking lot. I learned later that, prior to my visit, an on-duty police officer of the North Berwick Police Department had also made a site visit to the Property, observed multiple vehicles which were disrupting the flow of traffic on Buffum Road, and caused the roadway to be cleared of the vehicles.

Upon entering the interior of the Property, I observed display cases containing pipes and other paraphernalia, THC and/or CBD salves, concentrates, edibles, and marijuana buds for sale. Behind the cashier's counter I observed folded and shelved items of clothing apparel. Both inside and outside of the Property, I observed greeters who were checking customers for medical cards and generating product orders. I also observed 10-15 customers purchasing medical marijuana at the cashier's counter.

Inside the store, I spoke to the proprietor of Green Truck Farms, LLC, Joshua Seymour. I noted to Mr. Seymour that the prior Code Enforcement Officer, Roger Frechette, had issued a letter to the prior tenant of the Property that the Property was not approved to operate as a caregiver retail store. Mr. Seymour stated to me that he did not believe that he was running a store.

Following the site inspection, I located Green Truck Farms, LLC's public website, "greentruckfarm.com," which lists the Property as its "storefront" and states "Visit us for full access to all of our high-quality cannabis products and Green Truck merch." The website includes a number of merchandise items, including clothing, paraphernalia, various THC and CBD products.

On May 9, 2022, Michael W. Field, Director of Compliance, Office of Cannabis Policy, Maine Department of Administrative and Financial Services, informed me that the State has authorized registered caregiver activities for Andrew Beasley, Joey Reynolds, Emily Rochette, Christian Woitkowski, and Joshua Seymour at the Property, but has not authorized the operation of a caregiver retail store at the Property.

On August 12, 2022, I again inspected the Property and observed the same storefront display cases and sales taking place as I had observed on April 20, 2022.

Permitting and Violation History

On October 27, 2016, the Town of North Berwick Planning Board approved a Conditional Use Permit application to Jackson, Drysdale & Associates, LLC, which lists Joshua Seymour as a contractor, for a "Medical Marijuana Caregiver" proposed use. The Conditional Use Permit does not authorize any retail sales of medical marijuana or any other products, or the operation of a caregiver retail store at the Property.

On February 7, 2019, Code Enforcement Officer Roger Frechette issued a Notice of Violation addressed to Jackson, Drysdale & Associates, LLC, ordering the cessation of operation of a retail store on the Property.

VIOLATION(S)

Green Truck Farms, LLC is in violation of the Town's prohibition on operating caregiver retail stores because the Property and the activities thereon have attributes generally associated with retail stores, including:

- A fixed location with regular business hours and accessibility to the public;
- Direct consumer sales of goods other than medical marijuana, including clothing merchandise, paraphernalia, and various THC and CBD products; and
- Advertising itself as a storefront.

Pursuant to the Conditional Use Permit issued on October 27, 2016, the only permitted use of the Property is for caregiver medical marijuana operations *excluding* caregiver retail stores. The Property may not be used for a caregiver retail store. *See* Zoning Ordinance, §§ 6.9.2, 6.9.3. Failure to comply with any conditions of a Conditional Use Permit or establishment of a new use without Planning Board approval constitutes a violation of the Zoning Ordinance. *See* Zoning Ordinance, § 6.9.8(a), (b). Such a violation is punishable by a fine of not less than \$50 and not more than \$500. Each day that the violation continues is a separate offense. *Id.*

Pursuant to the Zoning Ordinance and a referendum vote of the legislative body of the Town of North Berwick on April 6, 2019,¹ medical marijuana caregiver retail stores are prohibited uses in the Town of North Berwick, including in the R-1 district. *See* Zoning Ordinance, Art. 4, Table 4.3; *see* Town of North Berwick Town Meeting Warrant dated April 6, 2019 and attested results of the referendum election.

Pursuant to the Licensing Ordinance, “[t]he operation of any Marijuana Establishment without the required Local License or in violation of the requirements of this Ordinance shall be a violation of this Ordinance. *See* Licensing Ordinance, § 10. “Medical Marijuana Establishments” are defined to include “Retail Stores.” *Id.* § 3. The Licensing Ordinance incorporates the statutory provisions and definitions of the Maine Medical Marijuana Act, 22 M.R.S.A. § 2421 *et seq.*, by reference. *Id.* § 12. Under state law, a “Caregiver Retail Store” is defined as:

[A] store that has attributes generally associated with retail stores, including, but not limited to, a fixed location, a sign, regular business hours, accessibility to the public and sales of goods or services directly to a consumer, and that is used by a registered caregiver to offer marijuana plants or harvested marijuana for sale to qualifying patients.


22 M.R.S. § 2422(1-F).

RIGHT TO APPEAL

You have the right to file an appeal of this Notice of Violation to the Town of North Berwick Board of Appeals within 30 days of the date of this Notice of Violation. Failure to timely appeal this Notice of Violation may result in this decision becoming final and an enforcement action being brought pursuant to 30-A M.R.S. § 4452. The Town may be awarded fines in the amount of \$100 to \$5,000 per day of violation, attorney's fees, and costs. *See* Zoning Ordinance § 6.7.2; Licensing Ordinance, § 10.

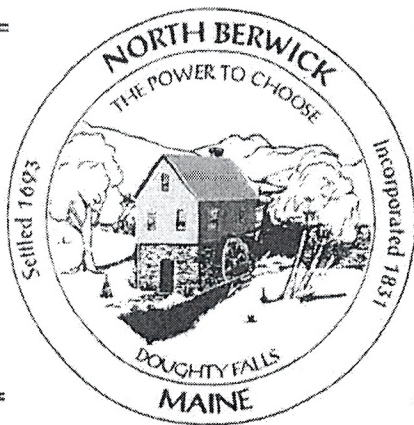
¹ Referendum Question 6 of the Town Meeting Warrant asked the voters of the Town: “Shall portions of an ordinance entitled “Proposed Zoning Ordinance Amendments” be enacted to allow Medical Marijuana Retail Stores as set forth in the proposed ordinance in Section 3.1: Definitions, as applicable; Section 5.2.1.2.F: Medical Marijuana Retail Store; and Section 5.2.1.G: Performance Standards for Medical Marijuana Establishments?” The results of the vote were: 81 “YES” and 118 “NO.”

ISSUED UNDER THE AUTHORITY OF § 6.6 OF THE TOWN OF NORTH BERWICK ZONING
ORDINANCE AND § 10 OF THE TOWN OF NORTH BERWICK MEDICAL MARIJUANA
LICENSING ORDINANCE BY:



Matt LeConte
Code Enforcement Officer
Town of North Berwick, Maine

cc: Joshua Seymour (via e-mail)



Town of North Berwick

21 Main Street ♦ P.O. Box 422 ♦ North Berwick, Maine 03906

WWW.TOWNOFNORTHBERWICK.ORG

FEB 11 2019

Office: 207-676-3353

Fax: 207-676-3201

February 07, 2019

Jackson, Drysdale & Associates L.L.C.
1293 Main Street
Sanford Me 04073

REF: CONDITIONAL USE PERMIT VIOLATION:
RESIDENTIAL DISTRICT I: (Map 15, Lot 003)

VIA CERTIFIED MAIL: #7190 1881 2210 0406 2411

To whom it may concern,

As a follow up of our discussions about your property on February 06, 2019 I must provide you with written notice of Conditional Use Permit Violations. Your continued operation of a retail store and odor control at your property located at 19 Buffum Road is a violation of your Conditional Use Permit. Therefore, I must request you cease operation of the Retail Store and address the odor issues immediately. For your convenience, I have enclosed a copy of the Conditional Use Permit for your review.

Please be aware, you must comply with this order immediately upon receipt of this letter.

Failure to comply with this order, will subject the landowner to penalties outlined in 30-A MRSA, Section 4452; namely, fines from \$100 to \$2500 for each violation per day the violations continue, payment of Town Attorney fees, court costs, and correction of the violation, if the issue is resolved in court and the Town prevails

I would like to resolve this issue amicably, and if you wish to do so, you should notify me at your earliest convenience: otherwise, the Town attorney will seek legal resolution immediately.

Sincerely,


Roger Frechette
Code Enforcement Officer

CC. Town Manager & Town Attorney

NORTH BERWICK PLANNING BOARD
P.O. BOX 422
TOWN OF NORTH BERWICK

Form G

Permit Number Map 015 Lot 003

CONDITIONAL USE PERMIT

Issue to: Jackson, Drysdale & Associates


For the following uses: To change two of the existing units to Medical Marijuana Care Givers


The following conditions and safeguards are prescribed by the Planning Board in accordance with the provisions of the Zoning Ordinance:

1. All odor controls be met.
2. Alarm system in place with notification to North Berwick Police Department.
3. Exterior lighting will be protective of over spilling to the abutters.
4. Video surveillance be in place to the Medical Marijuana units to apply basically for egress and ingress and where patients can access the building or patient pickup.
5. All Conditional Uses go with the permit.
6. Hours of operation will be from 7 am to 7 pm for patient pickup 7 days a week

Chairman, North Berwick Planning Board: _____

Planning Board: _____





CEO: _____



Applicant (s): _____

Date: October 27, 2016

Kittery Planning Board

APPROVED

Findings of Fact

For 89 Route 236

Final Site Plan Review

Note: This approval by the Planning Board constitutes an agreement between the Town and the Developer incorporating the Development plan and supporting documentation, the Findings of Fact, and all waivers and/or conditions approved and required by the Planning Board.

WHEREAS: applicant/owner JD Investment Inc. and agent Jones & Beach Engineers, Inc. requesting final approval to expand the existing parking lot by 11 spaces totaling 3,400-sf. of additional impervious surface with appurtenant stormwater infrastructure on real property with an address of 89 Route 236 (Tax Map 28, Lot 14-2) located in the Commercial-2 (C2) Zone.

Hereinafter the "Development":

Pursuant to the Plan Review meetings conducted by the Planning Board as noted in the Plan Review Notes dated 11/18/2021 and 9/14/2023;

and pursuant to the Project Application and Plan and other documents considered to be a part of the approval by the Planning Board in this finding consist of the following and as noted in the Plan Review Notes dated 11/18/2021 (Hereinafter the "Plan"):

1. Final Plan Review Site Plan, Jones & Beach Engineering, Inc., dated 8/21/2021, last revised 10/27/21
2. Stormwater Management Operation and Maintenance Manual, dated 8/19/2021
3. CMA Review Letter, dated 10/25/2021
4. Email from Brady Frick, Licensed Site Evaluator, dated 10/22/2021
5. Jones & Beach Engineering, Inc response letter, dated 10/27/21
6. Final plan approval on 11/18/2021
7. Major site plan modification submitted 4/19/2023 by Mike Sudak or Attar Engineering.

NOW THEREFORE, based on the entire record before the Planning Board as and pursuant to the applicable standards in the Land Use and Development Code, the Planning Board makes the following factual findings as required by Section §16.10.8.3.D. and as recorded below:

FINDINGS OF FACT:
Action by the Board shall be based upon findings of fact which certify or waive compliance with all the required standards of this title, and which certify that the development satisfies the following requirements: A.
Development Conforms to Local Ordinances.
<i>Standard: The proposed development conforms to a duly adopted comprehensive plan as per adopted provisions in the Town Code zoning ordinance, subdivision regulation or ordinance, development plan or land use plan, if any. In making ination, the municipal reviewing authority may interpret these ordinances and plans.</i>
Finding: The proposed development conforms to Title 16,
Conclusion: This standard appears to be met.
Vote of ___ in favor ___ against ___ abstaining
B. Freshwater Wetlands Identified.

application, regardless of the size of these wetlands.

Finding: The wetlands boundaries have been delineated/flagged by Michael Cuomo, Maine Certified Soil Scientist and depicted on the site plan. No wetlands will be impacted by the development.

Conclusion: This standard is appears to be met.

Vote of ___ in favor ___ against ___ abstaining

C. River, Stream or Brook Identified.

Standard: Any river, stream or brook within or abutting the proposed project area has been identified on any maps submitted as part of the application. For purposes of this section, "river, stream or brook" has the same meaning as in 38 M.R.S. §480-B, Subsection 9.

Finding: There is a creek that abuts the property to the southeast.

Conclusion: This standard appears to be met.

Vote of ___ in favor ___ against ___ abstaining

D. Water Supply Sufficient. {and}

The proposed development has sufficient water available for the reasonably foreseeable needs of the development.

E. Municipal Water Supply Available.

Standard The proposed development will not cause an unreasonable burden on an existing water supply, if one is to be used.

Finding: The proposed parking lot expansion does not incorporate additional Kittery Water District connections.

Conclusion: This standard appears to not be applicable.

Vote of ___ in favor ___ against ___ abstaining

Standard: *The proposed development will provide for adequate sewage waste disposal and will not cause an unreasonable municipal services if they are utilized.*

Finding: The applicant proposes to extend the sewer force main which currently terminates near McKenzie Lane northwestward along Route 236 to serve the subject property. These facilities will be sized and located to serve nearby properties and will become public sewer facilities upon project completion. This standard will be met accordingly.

nearby properties and will become public sewer facilities upon project completion. This standard will be met accordingly.

Conclusion: This standard appears to be met.

Vote of 5 in favor 0 against 1 abstaining

G. Municipal Solid Waste Disposal Available.

Standard: The proposed development will not cause an unreasonable burden on the municipality's ability to dispose of solid waste, if municipal services are to be used.

Finding: The proposed development doesn't not require any changes to municipal solid waste services. **Conclusion:** This standard appears to be met.

Vote of in favor against abstaining

H. Water Body Quality and Shoreline Protected.

Standard: Whenever situated entirely or partially within two hundred fifty (250) feet of any wetland, the proposed development will not adversely affect the quality of that body of water or unreasonably affect the shoreline of that body of water.

Finding: The proposed development appears to be designed not to negatively impact any wetlands **Conclusion:** This standard appears to be met.

Vote of in favor against abstaining

I. Groundwater Protected.

Standard: The proposed development will not, alone or in conjunction with existing activities, adversely affect the quality or quantity of groundwater.

Finding: The proposed development is to replace a failing subsurface wastewater system, which is designed to handle heavy usage from the proposed commercial building. The new design will facilitate the attenuation wastewater reentering the environment.

Conclusion: appears to be met.

Vote of in favor against abstaining

J. Flood Areas Identified and Development Conditioned.

Standard: *All flood-prone areas within the project area have been identified on maps submitted as part of the application based on the Federal Emergency Management Agency's Flood Boundary and Floodway Maps and Flood Insurance Rate Maps, and information presented by the applicant. If the proposed development, or any part of it, is in such an area, the applicant must determine the one hundred (100) year flood elevation and flood hazard boundaries within the project area. The proposed plan must include a condition of plan approval requiring that principal structures in the development will be constructed with their lowest floor, including the basement, at least one foot above the one hundred (100) year flood elevation.*

Finding: No flood hazard zones were identified to be located on the property.

Conclusion: This standard appears to be met.

Vote of ___ in favor ___ against ___ abstaining

K. Stormwater Managed.

Standard: *Stormwater Managed. The proposed development will provide for adequate stormwater management*

Finding: The design was prepared by Jones & Beach Engineers, Inc. and reviewed by CMA Engineers, Inc. Town peerreview engineer. CMA reported that the applicant has prepared a complete stormwater design and associated analysis and the proposed development meets the requirements of the Title 16., with the need of slight revisions.

Stormwater from impervious and disturbed areas on the site will be treated by the use of stormwater BMPs designed to remove fine particulates and suspended sediments. A grassed underdrain soil filter, wooded buffers, grass swales, level spreaders and riprap are utilized to obtain the required stormwater treatment. A comprehensive review of the stormwater management plan will be performed by MDEP to which no comments were issued.

Conclusion: This standard appears to be met.

Vote of ___ in favor ___ against ___ abstaining L.

Erosion Controlled.

Standard: *The proposed development will not cause unreasonable soil erosion or a reduction in the land's capacity to hold water so that a dangerous or unhealthy condition results.*

The Contractor shall follow MDEP best management practices for erosion and sediment control (silt fencing, silt sacks, etc.), and CMA Engineers will be notified to observe application during construction.

Finding: Runoff is primarily maintained as sheet flow and minimized concentrated flow. Other best management practices include the use of undisturbed wooded buffers, grass swales, ponds, riprap protection, stabilized construction exit and silt barriers. Best management practices for erosion control will be reviewed as part of the MDEP *Stormwater Law License* permit.

Conclusion: This standard appears to be met.

Vote of ___ in favor ___ against ___ abstaining

M. Traffic Managed.

Standard: *The proposed development will:*

1. *Not cause unreasonable highway or public road congestion or unsafe conditions with respect to the use of the highways or public roads existing or proposed; and*
2. *Provide adequate traffic circulation, both on-site and off-site.*

after a meeting with the Town, CMA, the applicant and their agents, granted a Traffic Movement Permit for the proposed development. This includes a right-turn pocket on Rt. 236. CMA has some additional comments that are identified in their 1/4/2016 review letter that the applicant will be required to follow as part of Condition # 6., and Condition # 4 as related to the parking requirements. The site is accessed from Route 236 via an existing driveway, which also serves a storage facility located in the abutting property to the north. This proposal will have incremental impacts to traffic safety and volumes on this roadway. To mitigate for those impacts and to contribute a proportional share to planned improvements to Route 236, the applicant is required to pay an impact fee of \$200,000 to Maine DoT prior to operation of the proposed marijuana business. The proposed development conforms to Title 16.7.11.E Vehicular traffic & 16.7.11.F Parking and loading and, with payment of the Maine DoT Traffic Impact Fee, will provide for adequate traffic circulation. This standard appears to be met.

Conclusion: This standard appears to be met.

Vote of 5 in favor 0 against 1 abstaining .

Water and Air Pollution Minimized.

Standard: *The proposed development will not result in undue water or air pollution. In making this determination, the following must be considered:*

1. *Elevation of the land above sea level and its relation to the floodplains;*
2. *Nature of soils and sub-soils and their ability to adequately support waste disposal;*
3. *Slope of the land and its effect on effluents;*
4. *Availability of streams for disposal of effluents;*
5. *Applicable state and local health and water resource rules and regulations; and*
6. *Safe transportation, disposal and storage of hazardous materials.*

Finding:

- 1 . No filling or development is proposed within the 100-year floodplain.
2. It appears with the new subsurface waste water system, the soils underneath should be able to accommodate the rate of discharge.
3. Not applicable.
4. Not applicable.
- 5 . The applicant has applied for a MDEP review.
- 6 . Not applicable

Conclusion: This standard appears to be met.

Vote of in favor against abstaining

O. Aesthetic, Cultural and Natural Values Protected.

Standard: *The proposed development will not have an undue adverse effect on the scenic or natural beauty of the area, municipality, historic sites, significant wildlife habitat identified by the department of inland fisheries and wildlife or the and irreplaceable natural areas or any public rights for physical or visual access to the shoreline.*

Finding: The applicant has agreed to remove those trees that are necessary to accommodate the new parking lot and

Conclusion: This standard appear:

Vote of ___ in favor ___ against ___ abstaining

P. Developer Financially and Technically Capable.

Standard: *Developer is financially and technically capable to meet the standards of this section.*

Finding: The developer will provide an inspection escrow in an amount suitable to cover the costs of on-site inspection by the Peer Review Engineer to ensure the proposed development is constructed according to the approved plan. The Board finds this standard has been met. The developer is also required to provide a financial guarantee in the form of a Letter of Credit from a reputable financial institution or payment of funds to be placed in a Town-held escrow account for the costs to construct the proposed sewer force main, site improvements, and erosion control measures prior to start of construction. This standard appears to be met.

Conclusion: This standard appears to be met.

Vote of 5 in favor 0 against 1 abstaining

NOW THEREFORE the Kittery Planning Board adopts each of the foregoing Findings of Fact and based on these Findings determines the proposed Development will have no significant detrimental impact, and the Kittery Planning Board hereby grants final approval for the Development at the above referenced property, including any waivers granted or conditions as noted.

Waivers: None.

Conditions of Approval (to be included as notes on the final plan in addition to the existing notes):

1. No changes, erasures, modifications or revisions may be made to any Planning Board approved final plan. (Title 16.10.9.1.2)
2. Applicant/contractor will follow Maine DEP *Best Management Practices* for all work associated with site and building construction to ensure adequate erosion control and slope stabilization.
3. Prior to the commencement of grading and/or construction within a building envelope, as shown on the Plan, the owner and/or developer must stake all corners of the envelope. These markers must remain in place until the Code Enforcement Officer determines construction is completed and there is no danger of damage to areas that are, per Planning Board approval, to remain undisturbed.
4. All Notices to Applicant contained in the Findings of Fact (dated: 11/18/2021, revised 9/14/2023).

Conditions of Approval (Not to be included as notes on the final plan):

1. Incorporate any plan revisions on the final plan as recommended by Staff, Planning Board, or Peer Review Engineer, and submit for Staff review prior to presentation of final plan for endorsement.

Notices to Applicant: (not to be included on the final plan)

1. Prior to the release of the signed plans, the applicant must pay all outstanding fees associated with review, including, but not limited to, Town Attorney fees, peer review, newspaper advertisements and abutter notification.

recorded at the York County Registry of Deeds within 90 days of the final approval.

3. Three (3) paper copies of the final recorded plan and any and all related state/federal permits or legal documents that may be required, must be submitted to the Town Planning Department. Date of Planning Board approval shall be included on the final plan in the Signature Block.
4. This approval by the Town Planning Board constitutes an agreement between the Town and the Developer, incorporating the Plan and supporting documentation, the Findings of Fact, and any Conditions of Approval.

The Planning Board authorizes the Planning Board Chair, or Vice Chair, to sign the Final Plan and the Findings of Fact upon confirmation of compliance with any conditions of approval.

Vote of 5 in favor 0 against 1 abstaining

APPROVED BY THE KITTERY PLANNING BOARD ON September 14, 2023



Dutch Dunkelberger, Planning Board Chair

Appeal:

Per Title 16.6.2.A - An aggrieved party with legal standing may appeal a final decision of the Planning Board to the York County Superior Court in accordance with Maine Rules of Civil Procedures Section 80B, within forty-five (45) days from the date the decision by the Planning Board was rendered.

**MEMORANDUM OF
HIGHWAY ENTRANCE PERMIT WAIVER**

Pursuant to 23 M.R.S.A. § 704 and the Driveway and Entrance Rules promulgated hereunder, 17-229 CMR Chapter 299, the **Maine Department of Transportation** has granted a waiver that allows the access to the highway from the parcel of land, all as described below.

Owner(s) of Parcel: **JD Investments, LLC/GTF Kittery 8, LLC**
19 Buffum Road, Unit 6
North Berwick, ME 03906

Applicant(s): **Michael J. Sudak**
Attar Engineering, Inc
1284 State Road
Eliot, ME 03903

Permit number: 12591

Parcel Description:

Location: **Kittery**, York County, on the westerly side of **Route 236 / Dow Highway**
Deed Reference: York County, Book #18278 Pages #0577
Street Address: Route 236 / Dow Highway
Tax Map Reference: Map 28, Lot 14-2

Entrance Description:

Location: **In the Town of Kittery on the westerly side of Route 236 / Dow Highway, approximately opposite the northernmost intersection with Fernald Road and approximately 32 feet northerly of utility pole 192/18.**

Type: Entrance 30 feet in width plus radii.

Use: To serve an Adult-Use Marijuana Business, and Retail Business.

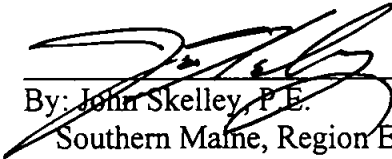
Waiver and Special Conditions:

- W-1) The Double Frontage Rule is waived, thereby allowing access directly to Route 236 / Dow Highway. This will be the only access allowed to Route 236 / Dow Highway from this lot as the property boundaries exist on this date.
- W-2) In lieu of construction of a turn lane, permittee is responsible for an Impact fee of \$200,000 to be paid to MaineDOT.

ap → (C) Attar Engineering, Inc.
1284 State Rd.
Eliot, ME 03903

Maine Department of Transportation


Date: 08-25-2023


By: John Skelley, P.E.
Southern Maine, Region Engineer

STATE OF MAINE
County of Cumberland

Date: 8-25-2023

Personally appeared the above named John Skelley and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity.


Notary Public
Print Name: Van L. Tranel Jr
My Commission Expires: _____

April 12, 2029

GENERAL NOTES (CONT.)

- CLASS A HIGH-INTENSITY SOIL SURVEY WAS PERFORMED BY KENNETH GARDNER, CERTIFIED SOIL SCIENTIST #61 OF J.R.K. SOIL RESEARCH, INC. TEST PITS DEPICTED ON SHEET 3.
- THE CONTRACTOR MUST CONTACT DIG SAFE AND ALL LOCAL UTILITY DISTRICTS PRIOR TO THE START OF CONSTRUCTION TO VERIFY THE LOCATION OF EXISTING SURFACE UTILITIES AND CONDITIONS. LOCATING AND PROTECTING ANY UNDERGROUND OR ABOVE-GROUND UTILITY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- DEPICTED WETLAND SETBACKS ARE INFORMED BY TOWN OF KITTELY LAND USE AND DEVELOPMENT CODE TABLE 16.5.30 "MINIMUM SETBACKS FROM WETLANDS AND WATER BODIES" FOR WETLAND SIZE BETWEEN 501 SQ. FT. TO 1 ACRE:
 - 10' SETBACK (FROM TOE OF SLOPE) FOR TRAVELWAYS LESS THAN 18' WIDTH
 - 30' SETBACK (OR 10' FROM TOE OF SLOPE, WHICHEVER IS GREATER) FOR TRAVELWAYS GREATER THAN 18' WIDTH
 - 30' SETBACK FOR PARKING AREAS OF 1-5 STALLS IN SIZE
 - 40' SETBACK FOR PARKING AREAS OF 6-20 STALLS IN SIZE INCORPORATING BMPs FOR STORMWATER MANAGEMENT
 - 50' SETBACK FOR BUILDING OR STRUCTURE (INCLUDING PATIO OR DECK AREA > 500 SQ. FT.)
 - 50' SETBACK FOR NEW SUBSURFACE SEWAGE DISPOSAL SYSTEMS < 2,000 GPD DESIGN FLOWS
- THIS DEVELOPMENT IS CURRENTLY SERVICED BY MUNICIPAL WATER (KWD) AND A SHARED PRIVATE SUBSURFACE WASTEWATER DISPOSAL SYSTEM (SSWDS). THIS AMENDMENT PROPOSES TO CONNECT THE ENTIRE MIXED-USE BUILDING TO THE MUNICIPAL (KSD) SYSTEM AND VACATE THE PREVIOUSLY-APPROVED RELOCATION AND REDESIGN OF THE ON-SITE SUBSURFACE WASTEWATER DISPOSAL SYSTEM.
- PARKING LANDSCAPING REQUIREMENTS PER §16.7.11.F.(4)(g):

PARKING AREAS CONTAINING 10 OR MORE PARKING SPACES MUST HAVE AT LEAST 1 TREE/8 SPACES. SUCH TREES ARE TO BE AT LEAST 1 1/2" DB WITH NO LESS THAN 25 SQ. FT. OF PERMEABLE AREA/TREE. AT LEAST 10% OF THE INTERIOR OF ANY PARKING AREA HAVING 25 OR MORE SPACES IS TO BE MAINTAINED WITH LANDSCAPING, INCLUDING TREES, IN PLOTS OF AT LEAST 5' IN WIDTH.
- LANDSCAPING SITE IMPROVEMENTS FOR MODIFIED EXISTING DEVELOPMENTS AS PER §16.4.20.D.(3)(c):

A VEGETATED LANDSCAPE PLANTER STRIP MUST BE PROVIDED A MINIMUM OF 20' IN DEPTH ADJACENT TO THE RIGHT-OF-WAY OF ALL PUBLIC ROADS AND INCLUDE THE FOLLOWING LANDSCAPE ELEMENTS:

GROUND COVER: THE ENTIRE LANDSCAPE STRIP MUST BE VEGETATED EXCEPT FOR APPROVED DRIVEWAYS, WALKWAYS, BIKEWAYS, AND SCREENED UTILITY EQUIPMENT.

STREET-SIDE TREES: A MINIMUM OF 1 STREET TREE/50' OF FRONTAGE MUST BE PLANTED. THE TREES MAY BE SPACED ALONG THE FRONTAGE OR GROUPED/CLUSTERED TO ENHANCE THE VISUAL QUALITY OF THE SITE. THE TREES ARE TO BE AT LEAST 2 1/2" DB AND BE AT LEAST 12' HIGH AT THE TIME OF PLANTING. EXISTING LARGE HEALTHY TREES MUST BE PRESERVED IF PRACTICAL AND WILL COUNT TOWARDS THIS REQUIREMENT.
- HOURS OF OPERATION (PROPOSED CHANGE OF USE - ADULT-USE MARIJUANA BUSINESS):

MONDAY THRU THURSDAY:	8:00a - 6:00p
FRIDAY AND SATURDAY:	8:00a - 7:00p
SUNDAY:	8:00a - 4:00p
- SNOW STORAGE LOCATIONS ARE DEPICTED ON THE PLANS. IN AN INSTANCE WHERE THE DEVELOPED LOT REACHES ITS CAPACITY FOR SNOW STORAGE, ALL EXCESS SNOW SHALL BE CARRIED OFF-SITE.
- LANDSCAPED AREA CALCULATION AS PER §16.7.11.F.(4)(g):

OVERALL LOT AREA	= 60,402 SQ. FT.
TOTAL LANDSCAPING AREA PROPOSED	= 7,971 SQ. FT.
$[7,971 / 60,402] = 13.2% > 10% = OK$	
- THE CLOSEST FIRE HYDRANT IS LOCATED ~370' NORTH ON ROUTE 236, IN THE NORTHBOUND SHOULDER AND FRONTYARD OF THE TM/L 28/20 PARCEL.
- MARIJUANA BUSINESS STANDARDS AS PER §16.5.32.B:
 - ANY BUILDING CONTAINING A MARIJUANA BUSINESS MUST BE PROTECTED BY FIRE SUPPRESSION MEASURES AND FIRE ALARMS TO THE SATISFACTION OF THE FIRE CHIEF AND IN ACCORDANCE WITH ALL APPLICABLE BUILDING CODES.
 - THE OWNER OF ANY MARIJUANA BUSINESS, AT THE TIME OF APPLICATION FOR A BUILDING PERMIT, MUST PROVIDE AN AFFIDAVIT FROM A MASTER ELECTRICIAN OR ELECTRICAL ENGINEER CERTIFYING THAT THE ELECTRICAL COMPONENTS CAN MEET THE ELECTRICAL LOAD DEMANDS OF THE USE.
 - SECURITY - THE LICENSED PREMISES MUST HAVE VIDEO SURVEILLANCE CAPABLE OF COVERING THE EXTERIOR AND INTERIOR OF THE FACILITY. THE VIDEO SURVEILLANCE SYSTEM MUST BE OPERATED WITH CONTINUOUS RECORDING 24 HOURS PER DAY, SEVEN DAYS PER WEEK AND VIDEO RETAINED FOR A MINIMUM DURATION OF 30 DAYS. SUCH RECORDS MUST BE MADE AVAILABLE TO LAW ENFORCEMENT AGENCIES WHEN INVESTIGATING A CRIMINAL COMPLAINT.
 - THE LICENSED PREMISES MUST HAVE EXTERIOR LIGHTING THAT CONFORMS WITH THIS TITLE AND THE TOWN OF KITTELY'S DESIGN HANDBOOK. THE PLANNING BOARD, AT ITS DISCRETION, MAY REQUIRE MOTION SENSORS COVERING THE FULL PERIMETER OF THE BUILDING(S).
- EXISTING SUBSURFACE WASTEWATER DISPOSAL SYSTEM (SSWDS) SHALL BE REMOVED WITH THE PROPOSED DEVELOPMENT. IN AREAS WHERE FILL OR NATIVE SOIL ASSOCIATED WITH THE EXISTING WASTEWATER DISPOSAL SYSTEM HAS BEEN SATURATED WITH TREAT EFFLUENT AND A BIOLOGICAL MAT HAS DEVELOPED, ALL AFFECTED AREAS SHALL BE RESPONSIBLY CONTAINED AND REMOVED FROM THE SITE. GRAVEL BASE AND SUBBASE FOR THE PROPOSED PARKING LOT EXPANSION SHALL BE COMPRISED OF CLEAN STRUCTURAL FILL IN ACCORDANCE WITH THE SPECIFICATIONS OUTLINED IN THE PROVIDED DETAILS ON SHEET 6.
- THIS DEVELOPMENT PROPOSES A SEWER FORCE MAIN EXTENSION BENEATH THE ROUTE 236 CORRIDOR TO CONNECT TO THE EXISTING MUNICIPAL SYSTEM. ALL ABUTTING PROPERTIES ALONG THE LENGTH OF THIS EXTENSION CURRENTLY IN PRIVATE SEPTIC HAVE CONNECTION RIGHTS TO SAID EXTENSION. PER THE TOWN OF KITTELY PUBLIC WORKS DIRECTOR, ALL SERVICES SHALL BE DIRECTIONALLY BORED UNDER ROUTE 236 FOR ANY SUCH ABUTTER CONNECTIONS.
- LANDSCAPING IMPROVEMENTS ARE SHOWN ON SHEET 4 AND REMAIN UNCHANGED FROM THE APPROVALS HIGHLIGHTED IN GENERAL NOTE #1. PLANTINGS SHALL BE INSTALLED, MAINTAINED, AND REPLACED IN ACCORDANCE WITH §16.4.20.D.(3)(c) AND §16.8.10.N.(4) - LANDSCAPING SITE IMPROVEMENTS FOR THE C-2 ZONE AND GENERAL PERFORMANCE STANDARDS FOR RETENTION OF NATURAL OR HISTORIC FEATURES, RESPECTIVELY. PLANTINGS SHALL BE REPLACED AS NEEDED FOR ONE FULL GROWING SEASON AFTER INSTALLATION. LESSOR IS THE SOLE RESPONSIBLE PARTY FOR THE MAINTENANCE AND POTENTIAL REPLACEMENT OF PLANTINGS.

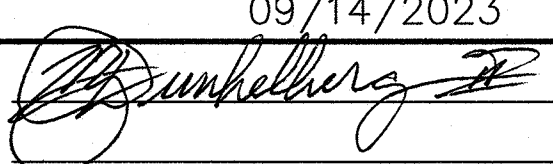
PLAN REFERENCES

- "EXISTING CONDITIONS PLAN, 89 ROUTE 236, KITTELY, MAINE" PREPARED BY MATTHEW J. SALVUCCI, PLS #2569 ON BEHALF OF JONES & BEACH ENGINEERS, INC. PLAN PREPARED FOR J.D. INVESTMENTS, LLC., 19 BUFFUM ROAD, UNIT 6, NORTH BERWICK, ME 03906. PLAN DATED 10/27/2021.
- "EXISTING CONDITIONS PLAN, SITE PLAN AMENDMENT: MIXED-USE BUILDING, TAX MAP 28, LOT 14-2, KITTELY, ME" PREPARED BY RYAN M. MCCARTHY, PE #12895 OF TIDEWATER ENGINEERING & SURVEYING, LLC. PLAN PREPARED FOR ROCKWELL HOMES, LLC., 1021 GOODWIN ROAD, ELIOT, ME 03903. PLAN DATED 4/1/2016.
- "SUBDIVISION OF LAND OF PETER J. PAUL, TRUSTEE OF THE PAOLUCCI TRUST, U.S. ROUTE 236, KITTELY, MAINE" PREPARED BY MICHAEL P. PEVERETT, PLS #2362 OF CIVIL CONSULTANTS. PLAN PREPARED FOR PETER J. PAUL, 291 HAROLD L. DOW HIGHWAY, ELIOT, MAINE 03903. PLAN DATED 3/11/2014 AND RECORDED AT THE YORK COUNTY REGISTRY OF DEEDS IN PLAN BOOK 366, PAGE 28.
- "SITE PLAN AMENDMENT - UTILITY PLAN, KITTELY CAR WASH, PROPOSED SEWER FORCE MAIN, MAP 28 LOT 25D, DOW HIGHWAY - ROUTE 236, KITTELY, MAINE" PREPARED BY GREENMAN-PEDERSON, INC. PLAN PREPARED FOR WAEBAK, LLC., 44 MERRIMAC STREET, NEWBURYPORT, MA. PLAN DATED 6/16/2022 AND APPROVED BY THE KITTELY PLANNING BOARD ON 5/12/2022.

INDEX OF SHEETS

- AMENDED SITE PLAN
- EXISTING CONDITIONS PLAN
- GRADING & UTILITIES PLAN
- PHOTOMETRIC & LANDSCAPING PLAN
- SEWER EXTENSION PLAN & PROFILE
- SITE DETAILS

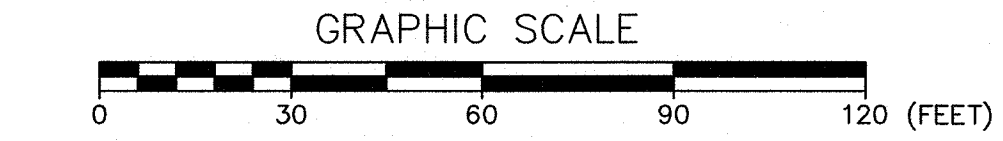
STATE OF MAINE - YORK COUNTY
 ss. REGISTRY OF DEEDS
 RECEIVED Sept 29 2023
 AT 11:33 a.m. AND RECORDED IN
 PLAN BOOK 435 PAGE 12
 ATTEST: Landy Calvea REGISTER

TOWN OF KITTELY PLANNING BOARD
 SITE PLAN AMENDMENT APPROVED:
 09/14/2023 DATE

 25 Sep 2023

LEGEND	
PROPERTY LINE	EXT. TREELINE
SETBACK	PRP. TREELINE
ABUTTER PROP. LINE	EXT. STANDALONE TREE
CENTERLINE OF ROAD	EXT. WETLAND BNDY
EXT. BUILDING	EXT. WETLAND AREA
EXT. PAVEMENT	EXT. WETLAND BUFFER
PRP. PAVEMENT	EXT. SIGN
EXT. PARKING	PRP. SIGN
PRP. PARKING	FOUND GRANITE BOUND
EXT. CONCRETE PAD	FOUND IRON ROD
EXT. STONEWALL	TOWN ZONING BOUNDARY
PRP. RETAINING WALL	EXT. EASEMENT BNDY.

STANDARD CONDITIONS OF APPROVAL
 (11/18/2021 NOTICE OF DECISION)

- NO CHANGES, ERASURES, MODIFICATIONS OR REVISIONS MAY BE MADE TO ANY PLANNING BOARD APPROVED FINAL PLAN (TITLE 16.10.9.1.2)
- APPLICANT/CONTRACTOR WILL FOLLOW MAINE DEP BEST MANAGEMENT PRACTICES FOR ALL WORK ASSOCIATED WITH SITE AND BUILDING CONSTRUCTION TO ENSURE ADEQUATE EROSION CONTROL AND SLOPE STABILIZATION.
- PRIOR TO THE COMMENCEMENT OF GRADING AND/OR CONSTRUCTION WITHIN A BUILDING ENVELOPE, AS SHOWN ON THE PLAN, THE OWNER AND/OR DEVELOPER MUST STAKE ALL CORNERS OF THE ENVELOPE. THESE MARKERS MUST REMAIN IN PLACE UNTIL THE CODE ENFORCEMENT OFFICER DETERMINES CONSTRUCTION IS COMPLETED AND THERE IS NO DANGER OF DAMAGE TO AREAS THAT ARE, PER PLANNING BOARD APPROVAL, TO REMAIN UNDISTURBED.
- ALL NOTICES TO APPLICANT CONTAINED IN THE FINDINGS OF FACT (DATED 11/18/2021, MODIFIED 09/14/2023).



NO.	DESCRIPTION	DATE
C	SITE PLAN AMENDMENT APPROVAL REVISIONS	09/18/23
B	FINAL SITE PLAN REVIEW	06/20/23
A	PLANNING BOARD COMMENT REVISIONS	05/22/23
NO.	DESCRIPTION	DATE

- THIS PLAN DEPICTS AN AMENDMENT TO THE PREVIOUSLY-APPROVED SITE PLAN, WHICH WAS GRANTED BY THE KITTELY PLANNING BOARD ON 11/18/2021. THIS AMENDMENT PROPOSES TO CONSTRUCT THE PREVIOUSLY-APPROVED PARKING LOT EXPANSION BUT VACATES THE ON-SITE REDESIGN AND RELOCATION OF THE SUBSURFACE WASTEWATER DISPOSAL SYSTEM, INSTEAD PROPOSING TO INSTALL A SEWER FORCE MAIN EXTENDING SOUTHEAST TO CONNECT TO THE MUNICIPAL SEWER SYSTEM. LASTLY, THIS DEVELOPMENT PROPOSES A CHANGE OF USE FROM THE EXISTING RETAIL USE (CBD BOUTIQUE - NOT A MARIJUANA BUSINESS) TO ADULT-USE MARIJUANA STORE. NO BUILDING EXPANSION IS PROPOSED AND ALL OTHER EXISTING USES SHALL REMAIN UNALTERED.
- THE SUBJECT PARCEL, LOCATED OFF OF HAROLD L. DOW HIGHWAY (STATE ROUTE 236), IS IDENTIFIED AS LOT 14-2 ON MAP 28, CONSISTING OF 1.39 ACRES IN AREA, AND IS LOCATED IN THE COMMERCIAL-2 (C-2) ZONING DISTRICT.
- DIMENSIONAL REQUIREMENTS FOR THE C-2 ZONING DISTRICT AS PER §16.4.20.D.(2):

LOT SIZE:	40,000 SQ. FT. (MINIMUM)
STREET FRONTAGE:	150' (MINIMUM)
SETBACKS:	50' FRONTYARD (MAXIMUM) 30' SIDEYARD (MINIMUM)** 30' REARYARD (MINIMUM)**
BUILDING HEIGHT:	40' (MAXIMUM)
IMPERVIOUS COVER:	40% (MAXIMUM)

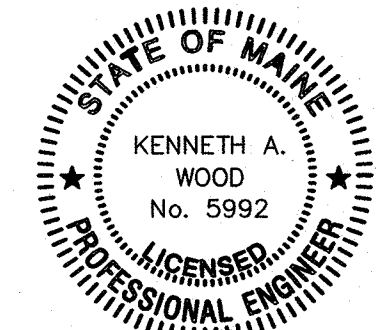
** WHERE SIDEYARD AND/OR REARYARD SETBACKS OF A NONRESIDENTIAL USE ADJUT A RESIDENTIAL ZONE OR USE, A MINIMUM SETBACK OF 40' IS REQUIRED.
- SITE TOPOGRAPHY, EXISTING GROUND SURFACE CONDITIONS, AND BOUNDARY MONUMENTATION PREPARED FROM STATE OF MAINE ORTHOMAGERY, LIDAR CONTOURS, STATE AND TOWN GIS IMAGERY, AND PLAN REFERENCES 1, 2 & 3. EXISTING CONDITIONS OF ABUTTING PROPERTIES ARE APPROXIMATE.
- PARKING STANDARDS SPECIFIC TO THE C-2 ZONING DISTRICT AS PER §16.4.20.D.(3):

ALL NEW OR REVISED PARKING MUST BE VISUALLY SCREENED THROUGH THE USE OF LANDSCAPING, EARTHEN BERMS AND/OR FENCING FROM ADJACENT PUBLIC STREETS OR RESIDENTIAL PROPERTIES

EACH PARKING SPACE IS TO CONTAIN A RECTANGULAR AREA AT LEAST 19' LONG BY 9' WIDE. LINES DEMARCATING PARKING SPACES MAY BE DRAWN AT VARIOUS ANGLES IN RELATION TO CURBS OR AISLES, SO LONG AS THE PARKING SPACES SO CREATED CONTAIN WITHIN THEM THE RECTANGULAR AREA REQUIRED BY THIS SECTION. PARKING SPACES MUST BE CONSTRUCTED AS TO BE USABLE YEAR-ROUND.
- PARKING CALCULATION AS PER §16.7.11.F.(4)(d):

PROFESSIONAL OFFICES:	= 2 SPACES/OFFICE + 1 SPACE/250 SQ. FT. GROSS FLOOR AREA = 5 TOTAL OFFICES (4 PRIVATE + 1 FOR PRP. CHANGE OF USE) = 1,052 SQ. FT. PRIVATE OFFICE SPACE = 248 SQ. FT. OFFICE SPACE FOR PRP. CHANGE OF USE = [1,052 + 248] = 1,300 SQ. FT. GROSS FLOOR AREA = [(5 x 2) + (1,300 / 250)] = 15.2 SPACES REQUIRED
RESTAURANT:	= 1 SPACE/3 SEATS = AREA WITH CUSTOMER ACCESS = 0 SQ. FT. (DRIVE-THRU) = 3 SPACES REQUIRED (MAX CONCURRENT EMPLOYEES)
RETAIL STORE:	= 1 SPACE/175 SQ. FT. GROSS FLOOR AREA = 1,680 SQ. FT. GROSS FLOOR AREA = [1,680 / 175] = 9.6 SPACES REQUIRED
WAREHOUSE:	= 1 SPACE/500 SQ. FT. GROSS FLOOR AREA = 400 SQ. FT. GROSS FLOOR AREA FOR PRP. CHANGE OF USE = [400 / 500] = 0.8 SPACES REQUIRED
TOTAL SITE PARKING REQUIREMENT:	= [15.2+3+9.6+0.8] = 28.6 => 29 REQ'D (29 PROVIDED, 2 ADA)
- IMPERVIOUS COVERAGE CALCULATION:

TOTAL PARCEL AREA	= 60,402 SQ. FT.
EXISTING TOTAL IMPERVIOUS	= 17,475 SQ. FT.
TOTAL IMPERVIOUS PROPOSED	= 20,874 SQ. FT. (3,399 SQ. FT. IMPERVIOUS CREATED)
MAX. ALLOWABLE IMPERVIOUS	= 40% TOTAL PARCEL AREA (MAXIMUM) = [60,402 * 0.4] = 24,161 SQ. FT. = [20,874 SQ. FT. < 24,161 SQ. FT.] => OK
- EXISTING ON-SITE WETLANDS DEPICTED AS PER PLAN REFERENCE 2. NO WETLAND DELINEATION WAS PERFORMED IN PREPARATION OF THIS AMENDMENT. SEE GENERAL NOTE 11 FOR WETLAND SETBACK INFORMATION.

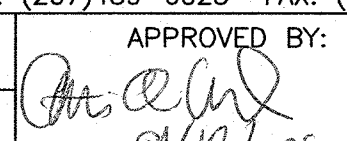


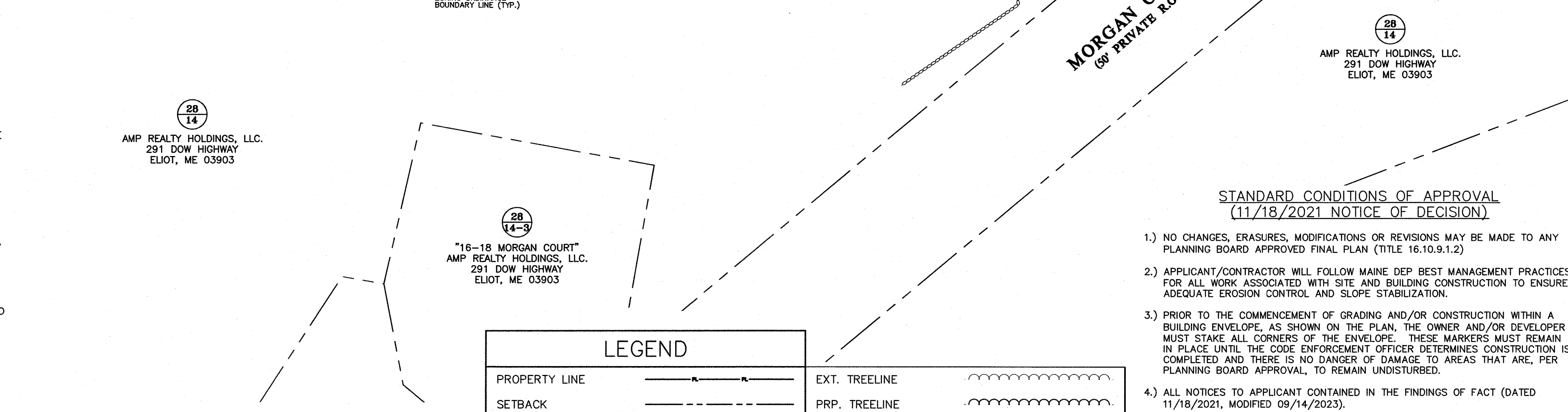
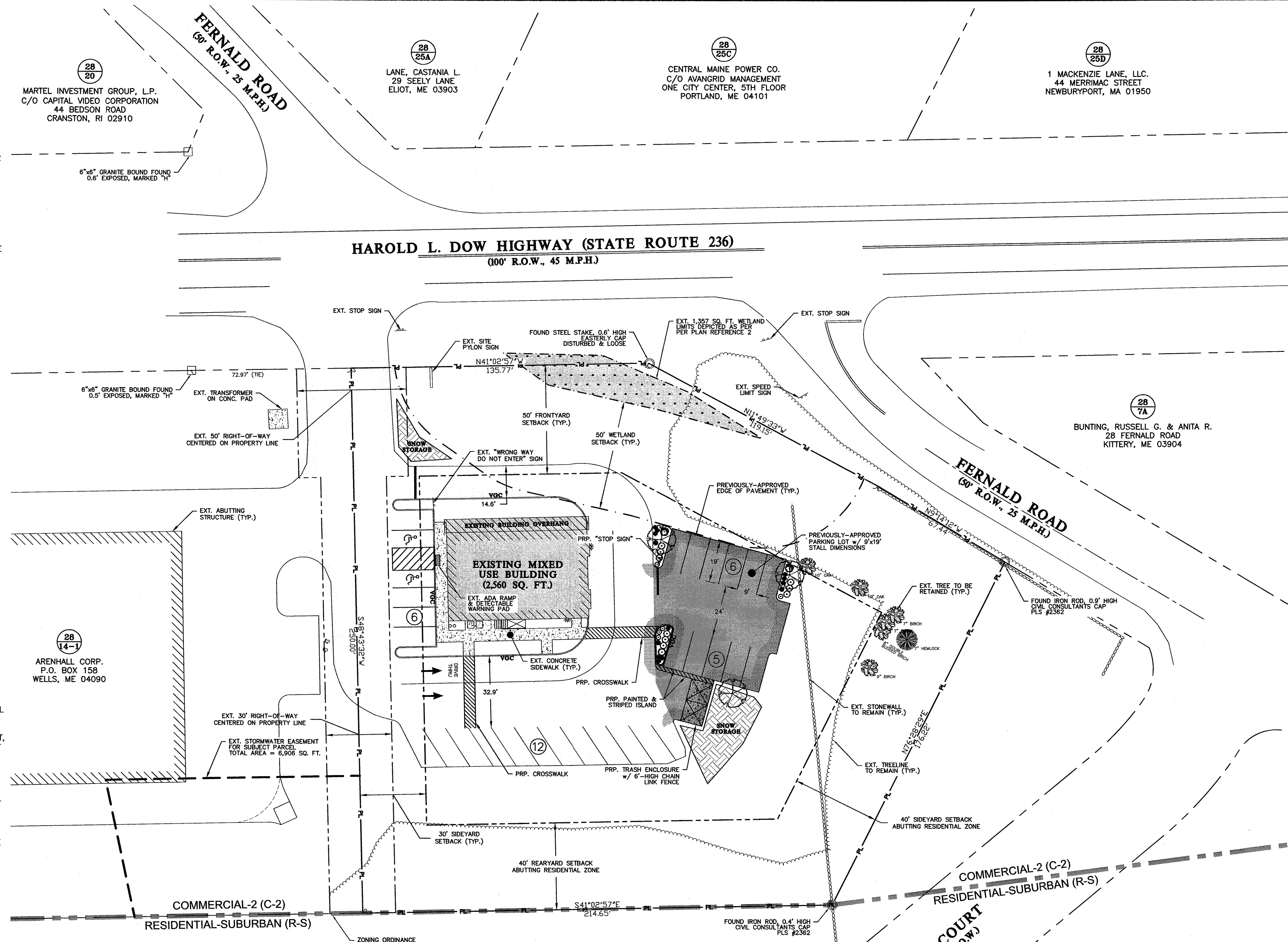
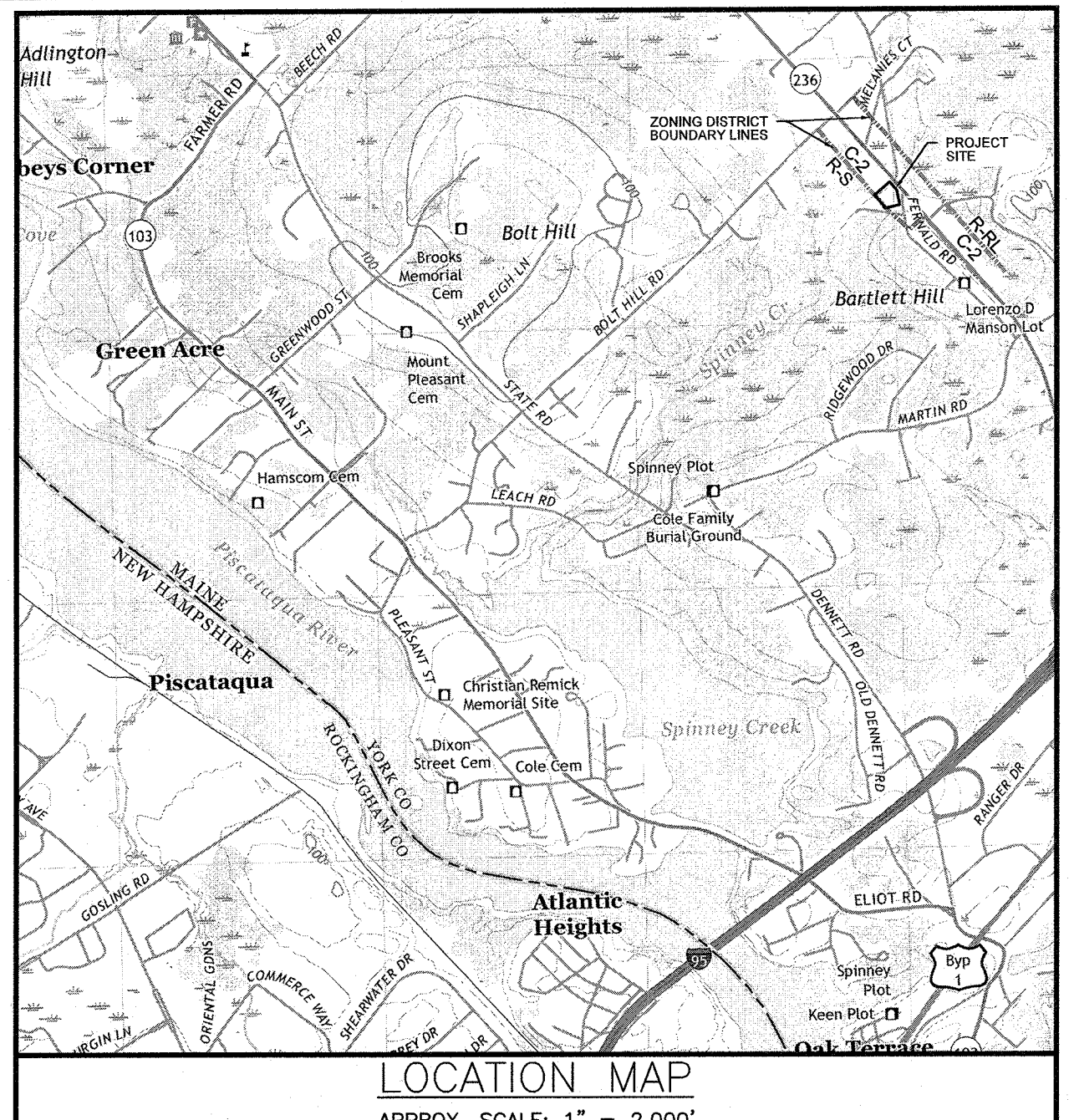
AMENDED SITE PLAN
 GREEN TRUCK CANNABIS DISPENSARY
 89 ROUTE 236, KITTELY, MAINE

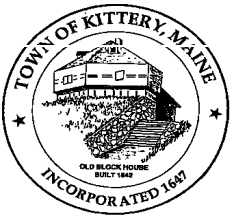
FOR: G.T.F. KITTELY 8, LLC.
 19 BUFFUM ROAD, UNIT #6
 NORTH BERWICK, ME 03906

ATTAR ENGINEERING, INC.
 CIVIL • STRUCTURAL • MARINE • SURVEYING
 1284 STATE ROAD - ELIOT, MAINE 03903
 PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 30'
 DATE: 04/19/23
 JOB NO: 23028

APPROVED BY: 
 DRAWN BY: MJS
 REVISION DATE: C : 09/18/23
 SHEET: 1





TOWN OF KITTERY, MAINE

SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 439-4646 Fax: (207) 439-2799

Green Truck Farm
89 Route 236
Kittery, ME 03904

June 20, 2023

RE:Sewer Availability

This letter is to confirm that the sewer system and the wastewater treatment facility have the capacity and ability to handle the increased flow from the project located at 89 Route 236.

This letter only confirms the sewer department capacity, Impact and Entrance Fees will be calculated should the project receive all required approvals.

If you have further questions or concerns, please contact me.

Sincerely Yours

Timothy Babkirk

Timothy Babkirk
Superintendent of Sewer Services
Town of Kittery
200 Rogers Rd
Kittery ME 03904
1-207-439-4646
tbabkirk@kitteryme.org

CALL TO ORDER

ROLL CALL

Present: Ethan Bensley, Member, Robert Doyle, Member, Russell White, Member, Earledean Wells, Member, Karen Kalmar, Vice Chair, and Dutch Dunkelberger, Chair

Absent: Steve Bellantone, Member

Staff: Max Zakian, Town Planner and Jason Garnham, Director of Planning and Development

Advisory:

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENTS

The public may attend the meeting in person or remotely via Zoom. Attendees via Zoom will be recognized during the public hearings and public comment portion of the meeting. Please note: every effort will be made to make this run smoothly; however, some technical difficulties may occur. To register via Zoom visit https://us02web.zoom.us/webinar/register/WN_qycXEoK5SLm6FOA1FJDjYg or <https://www.kitteryme.gov/planning-board>.

Public comment and opinion are welcome during this meeting. However, comments and opinions related to development projects currently being reviewed by the Planning Board will be heard only during a scheduled public hearing when all interested parties have the opportunity to participate. Those providing comment must state clearly their name and address, and record it in writing at the podium. Further, the public may submit written public comments via email, US Mail, or by hand delivery to Town Hall. Emailed comments should be sent to mzakian@kitteryme.org. Comments received by noon on the day of the meeting will become part of the public record and may be read in whole or in summary by the Planning Board or Town Staff.

There being no public comments, the Chair closed the public comments.

OLD BUSINESS –

3:36

ITEM 1 – 89 Route 236 – Site Plan Modification and Marijuana Business – Final Review

Action: Approve final plan or continue review. Joshua Seymour of JD Investments, LLC, represented by Mike Sudak of Attar Engineering, proposes to change use of portion of existing commercial building to adult-use marijuana retail and extend sewer main to serve the subject property. Applicant also proposes to construct parking improvements that were approved by the Planning Board in 2021. Property address 89 Route 236; identified as Tax Map 28, Lot 14-2, located in C-2 Commercial zoning district.

Ken Wood, Attar Engineering, presented the plan.

Discussion ensued briefly on sewer line and wetland impact statements.

Vice Chair Kalmar moved to approve the plan. Seconded by Mr. White.

Mr. Bensley asked the applicant about the turn lane.

The motion passed 5-0-1, with Ms. Wells abstaining.

Mr. Bensley read the findings of fact into record. The Board moved to approve each finding, 6-0-0. The Board moved to approve, 5-0-1 with Ms. Wells abstaining.

16:35

ITEM 2 – 120 US Route 1—Site Plan — Preliminary Review

Action: Hold Public Hearing. Approve preliminary plan or continue review Nicole Duquette, on behalf of owner/applicant Kittery Circle LLC, is proposing to re-develop the site of a former gas station into a hotel with 102 rooms and associated parking and utilities. The proposed hotel is located on the properties of 112 & 120 US Route 1 Bypass and 139 Old Post Road, Map 14 Lots 10, 12, & 12A, in the C-3 (Bypass/Old Post Road Commercial) Zone.

Nicole Duquette, GPI, presented the project and informed the Board of changes to the plan.

Jeffrey Dirk, Vanasse & Associates, Inc., discussed the traffic study comments.

The Board discussed impervious surface and parking.

Chair Dunkelberger opened the public hearing.

Public comment was heard from: Sandy Winter, 128 Old Post Rd.; Rosemary Charlesworth; Debbie Driscoll; and Bob Gray, Manson Rd.

Chair Dunkelberger closed the public hearing.

Ms. Duquette responded to the public comments.

Discussion ensued on zoning, The Comprehensive Plan, and traffic.

Mr. White moved to continue the plan. Seconded by Vice Chair Kalmar. The motion passed 6-0-0.

The Board took a five-minute recess.

1:33:35

ITEM 3 – 27 & 29 Wentworth—Site Plan — Preliminary Review

Action: accept site plan as complete. Schedule site walk/public hearing. Eric Weinrieb, on behalf of applicant Madbury Real Estate Ventures, is proposing to convert an existing bed and breakfast into two independent inns with a total of 12 rental units each and a single innkeeper's suite. The proposed development is located on the properties of 27 & 29 Wentworth Street, Map 9 Lots 37, 38, in the Kittery Foreside (MU-KF) Zone.

Eric Weinrieb, Altus Engineering, presented the project to the Board.

Vicky Martel, Woodburn & Company, reviewed the landscaping plan.

Brandon Holben, Winter Holben, reviewed the architecture.

Discussion ensued on the landscaping, proposed existing remaining infrastructure, open space waiver, and innkeeper legal opinion.

Mr. White moved to accept the application as complete. Seconded by Mr. Bensley. The motion passed 6-0-0.

Mr. White moved to schedule a site walk on September 19, 2023 at 4:30 PM. Seconded by Vice Chair Kalmar. The motion passed 6-0-0.

Mr. White moved to schedule a public hearing on September 28, 2023 at 6 PM. Seconded by Ms. Wells. The motion passed 6-0-0.

2:10:50

ITEM 4 – 163-165 Rogers Road – Conventional Subdivision Plan – Preliminary Review

Action: accept plan as complete or continue review. Schedule site walk/public hearing. Rick Chellman, on behalf of applicant Ledge Development LLC, is proposing to merge two existing parcels into a single 2.84-acre lot subdivided by unit into five single-family residential dwellings, along a shared driveway. The proposed subdivision is located on the properties of 163 and 165 Rogers Road, Map 14 Lots 53 & 53-1, in the Residential-Urban (R-U) Zone.

Chair Dunkelberger recused himself from the item as he is an abutter to the project.

Rick Chellman, TND Engineering, presented the project to the Board.

Discussion on the driveway standards, and septic systems ensued.

Mr. White moved to accept the application as complete. Seconded by Mr. Bensley. The motion passed 5-0-0.

Mr. White moved to schedule a site walk on October 5, 2023 at 4:30 PM. Seconded by Ms. Wells. The motion passed 5-0-0.

Mr. White moved to schedule a public hearing on October 26, 2023 at 6 PM. Seconded by Mr. Bensley. The motion passed 5-0-0.

NEW BUSINESS –

2:28:20

ITEM 5 – 9 Village Green Drive –Site Plan– Sketch Review

Action: Accept concept design or continue review: Erik Saari, on behalf of owner/applicant MWC Holdings LLC, is proposing to develop a 5-unit housing complex, 4 of which will be mixed-use, on the property of 9 Village Green Drive, Map 8 Lot 41 A-1, in the Business Local (B-L) Zone.

Erik Saari, Altus Engineering, presented the project to the Board.

Discussion ensued briefly on the mixed-use buildings, heated driveway, garages, abutter, height allowances, grade and ledge, emergency power system, stormwater management, and sidewalk modification.

Mr. White moved to accept the plan as complete. Seconded by Vice Chair Kalmar. The motion passed 6-0-0.

2:43:45

APPROVAL OF MINUTES

ITEM 6 – August 24, 2023 Meeting Minutes

Line 68: change “to” to “before the”

Line 104: replace “needs to be replaced in perpetuity” with “should state that all plantings will be replaced into perpetuity”.

Mr. White moved to approve the minutes as amended. Seconded by Vice Chair Kalmar. The motion passed 6-0-0.

2:45:50

BOARD MEMBER ITEMS-

Subcommittee reports

Chair Dunkelberger gave an update from the Climate Adaptation Committee.
Mr. White gave an update from the Diversity Committee.
Vice Chair Kalmar gave an update from KLIC.

2:47:33

STAFF MEMBER ITEMS-

ITEM 7 – Planning Academy Workshop

Mr. Garnham informed the Board of an upcoming workshop.

ITEM 8 – LD 2003 zoning amendments: committee draft version and pending workshop.

Mr. Garnham gave an overview of the item.

2:58:17

Adjournment

Vice Chair Kalmar moved to adjourn. Seconded by Mr. White. The motion passed 6-0-0.

The Kittery Planning Board meeting of September 14, 2023 adjourned at 8:58 p.m.

Submitted by Carrie Varao, Development Staff Clerk on September 21, 2023.

Disclaimer: The following minutes constitute the author's understanding of the meeting. Whilst every effort has been made to ensure the accuracy of the information, the minutes are not intended as a verbatim transcript of comments at the meeting, but a summary of the discussion and actions that took place. For complete details, please refer to the video of the meeting on the Town of Kittery website at <http://www.townhallstreams.com/locations/kittery-maine>.

CALL TO ORDER

ROLL CALL

Present: Steve Bellantone, Member, Earldean Wells, Member, Russell White, Member, Ethan Bensley, Member, Robert Doyle, Member, Karen Kalmar, Vice Chair, and Dutch Dunkelberger, Chair

Absent:

Staff: Max Zakian, Town Planner and Jason Garnham, Director of Planning

Advisory:

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENTS

The public may attend the meeting in person or remotely via Zoom. Attendees via Zoom will be recognized during the public hearings and public comment portion of the meeting. Please note: every effort will be made to make this run smoothly; however, some technical difficulties may occur. To register via Zoom visit https://us02web.zoom.us/webinar/register/WN_qycXEoK5SLm6FOA1FJDjYq or at <https://www.kitteryme.gov/planning-board>

Public comment and opinion are welcome during this meeting. However, comments and opinions related to development projects currently being reviewed by the Planning Board will be heard only during a scheduled public hearing when all interested parties have the opportunity to participate. Those providing comment must state clearly their name and address, and record it in writing at the podium. Further, the public may submit written public comments via email, US Mail, or by hand delivery to Town Hall. Emailed comments should be sent to mzakian@kitteryme.org. Comments received by noon on the day of the meeting will become part of the public record and may be read in whole or in summary by the Planning Board or Town Staff.

There being no public comments, the Chair closed the public comments.

OLD BUSINESS –

3:33

ITEM 1 – 89 Route 236 – Site Plan Modification and Marijuana Business Review

Action: hold public hearing. Vote on preliminary decision or continue review. Joshua Seymour of JD Investments, LLC, represented by Mike Sudak of Attar Engineering, proposes to change use of portion of existing commercial building to adult-use marijuana retail and extend sewer main to serve the subject property. Applicant also proposes to construct parking improvements that were approved by the Planning Board in 2021. Property address 89 Route 236; identified as Tax Map 28, Lot 14-2, located in C-2 Commercial zoning district.

Mike Sudak, Attar Engineering presented the project and gave an overview.

Chair Dunkelberger opened the public hearing.

Public comment was heard from James Folan, 25 Morgan Court.

Mr. Zakian reviewed the issues presented in the written comments from Mr. Folan.

Mr. Sudak responded to Mr. Folan's comments. Mr. Garnham and Mr. Seymour responded to questions and comments.

The traffic study was reviewed briefly.

Mr. Zakian read the State statutes to the Board.

Chair Dunkelberger closed the public hearing.

Comments were heard from the Board, including discussion on stormwater, erosion control, landscaping, lighting, removal of existing septic or contaminated fill, and traffic. The Board requested a peer review of the traffic impact analysis study.

Mr. White moved to approve the site plan. Seconded by Vice Chair Kalmar. The motion passed 7-0-0.

NEW BUSINESS-

1:06:42

ITEM 2 – 120 Route 1 Bypass – Hotel Site Plan – Sketch Plan Review

Action: accept sketch plan or continue review. Engineer Nicole Duquette, on behalf of owner/applicant Kittery Circle LLC, is proposing to re-develop the site of a former gas station into a hotel with 102 rooms and associated parking and utilities. The proposed hotel is located on the properties of 112 & 120 US Route 1 Bypass and 139 Old Post Road, Map 14 Lots 10, 12, & 12A, in the C-3 (Bypass/Old Post Road Commercial) Zone.

Ms. Duquette presented the project to the Board and reviewed the plans. The Board asked various questions. Discussion ensued on curb cuts, extended stay definition, landscaping, headlight glare, DOT pavement, maximum setbacks, traffic impacts, and sidewalks.

Mr. White moved to accept the sketch plan. Seconded by Vice Chair Kalmar. The motion passed 7-0-0.

1:26:27

ITEM 3 – 85 Route 1 Bypass – Hotel Site Plan – Sketch Plan Review

Action: accept sketch plan or continue review. Engineer Ian MacKinnon, on behalf of owner/applicant Kamlesh Patel, is proposing to demolish the site of a previously existing hotel and redevelop the parcel with a new 107 room, 4-story hotel. The proposed hotel is located on the property of 85 US Route 1 Bypass, Map 7 Lot 26, in the C-3 (Bypass/Old Post Road Commercial) Zone.

Mr. MacKinnon, Jones & Beach Engineers Inc., presented the project to the Board. He corrected the owner name, to read “Rohit Patel”. Mr. MacKinnon reviewed the plans with the Board.

The Board asked various questions and discussion ensued regarding: state and local laws, swimming pool removal, stormwater mitigation, sewer pump station and lines, water supply, hotel branding, outstanding issues from the fire, and acreage inconsistencies.

Mr. Patel spoke to the Board regarding the state laws and the fire.

Mr. White moved to accept the sketch plan. Seconded by Mr. Bensley. The motion passed 7-0-0.

2:13:15

ITEM 4 – 23 Bond Road – Shoreland Development Plan Review

Action: Accept or deny application. Approve or deny plan: Pursuant to §16.9.3 Shoreland Development Review of the Town of Kittery Land Use and Development Code, Ryan McCarthy of Tidewater Civil Engineering & Surveying Inc, on behalf of Touchdown Capital LLC, requests approval for the demolition and reconstruction of a house and garage/guest house, new septic system, and associated walkways/driveways on the property of 23 Bond Road, Tax Map 25, Lot 9, in the Residential-Kittery Point Village (R-KPV), Shoreland Overlay Zone (OZ-SL-250’), and Resource Protection Zone (OZ-RP).

Mr. McCarthy presented the project to the Board. He reviewed the plans and the details of the project.

Discussion with the Board continued on building heights, the cabin, and tree removal.

Mr. White moved to accept the application. Seconded by Vice Chair Kalmar. The motion passed 7-0-0.

Vice Chair Kalmar moved to schedule a site walk on Monday, June 19th at 9 AM. Seconded by Mr. White. The motion passed 7-0-0.

Vice Chair Kalmar moved to schedule the public hearing on Thursday, June 22nd at 6 PM. Seconded by Mr. White. The motion passed 7-0-0.

APPROVAL OF MINUTES

2:31:33

ITEM 5 – May 25, 2023 Meeting Minutes

Vice Chair Kalmar moved to approve the minutes as written. Seconded by Mr. Bellantone. The motion passed 6-0-1, with Mr. White abstaining.

BOARD MEMBER ITEMS-

2:32:22

Subcommittee reports

2:33:19

Adjournment

Vice Chair Kalmar moved to adjourn. Seconded by Mr. White. The motion passed 7-0-0.

The Kittery Planning Board meeting of June 8, 2023 adjourned at 8:33 p.m.

Submitted by Carrie Varao, Development Staff Clerk on June 13, 2023.

Disclaimer: The following minutes constitute the author's understanding of the meeting. Whilst every effort has been made to ensure the accuracy of the information, the minutes are not intended as a verbatim transcript of comments at the meeting, but a summary of the discussion and actions that took place. For complete details, please refer to the video of the meeting on the Town of Kittery website at <http://www.townhallstreams.com/locations/kittery-maine>.

CALL TO ORDER

ROLL CALL

Present: Steve Bellantone, Member, Earledean Wells, Member, Russell White, Member, Karen Kalmar, Vice Chair, Robert Doyle, Member, and Dutch Dunkelberger, Chair

Absent: Ethan Bensley, Member

Staff: Jason Garnham, Director of Planning and Max Zakian, Town Planner

Advisory:

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENTS

The public may attend the meeting in person or remotely via Zoom. Attendees via Zoom will be recognized during the public hearings and public comment portion of the meeting. Please note: every effort will be made to make this run smoothly; however, some technical difficulties may occur. To register via Zoom visit <https://us02web.zoom.us/j/88326455329?pwd=MklnVnF2TitkR1FIb0tnN1JGUxFrQT09> or at <https://www.kitteryme.gov/planning-board>

Public comment and opinion are welcome during this meeting. However, comments and opinions related to development projects currently being reviewed by the Planning Board will be heard only during a scheduled public hearing when all interested parties have the opportunity to participate. Those providing comment must state clearly their name and address, and record it in writing at the podium. Further, the public may submit written public comments via email, US Mail, or by hand delivery to Town Hall. Emailed comments should be sent to jgarnham@kitteryme.org. Comments received by noon on the day of the meeting will become part of the public record and may be read in whole or in summary by the Planning Board or Town Staff.

There being no public comments, the Chair closed the public comments.

NEW BUSINESS-

3:20

ITEM 1 – 6 Goodwin Rd– Shoreland Development Plan Review

Action: approve plan and Findings of Fact or continue review. Pursuant to §16.9.3 Shoreland Development Review of the Town of Kittery Land Use and Development Code, Engineer Ryan McCarthy, on behalf of owner/applicants John and Laurel Gourville, request approval for the replacement of an existing non-conforming septic system and wastewater disposal field and replacement of a granite stairway leading to a pier. The project would include removing and rebuilding a pre-existing 12' x 20' deck, on top of a new retaining wall, within the base zone setback of the Shoreland Overlay Zone located on the property of 6 Goodwin Road, Tax Map 58. Lot 11, in the Residential-Rural Conservation (R-RC) and Shoreland Overlay Zone (OZ-SL-250').

Ryan McCarthy, Tidewater Engineering presented to plan to the Board. The Board asked various questions. Discussion ensued briefly on the retaining wall, foundations, vegetation removal, and de-vegetation area.

Mr. White moved to accept the plan. Seconded by Vice Chair Kalmar. The motion passed 6-0-0.

Vice Chair Kalmar read the findings of fact into record. The Board moved to approve each finding, 6-0-0. The Board moved to approve the plan by roll call vote, 6-0-0.

26:45

ITEM 2 – 89 Route 236 – Site Plan Modification and Marijuana Business Review

Action: review submission for completeness, schedule public hearing, or continue review. Joshua Seymour of JD Investments, LLC, represented by Mike Sudak (Ken Wood) of Attar Engineering, proposes to change use of portion of existing commercial building to adult-use marijuana retail and extend sewer main to serve the subject property. Applicant also proposes to construct parking improvements that were approved by the Planning Board in 2021. Property address 89 Route 236; identified as Tax Map 28, Lot 14-2, located in C-2 Commercial zoning district.

Ken Wood, Attar Engineering, introduced the applicant, Joshua Seymour. Mr. Seymour presented his business to the Board.

Mr. Wood presented the plans to the Board. Discussion ensued briefly on parking, crosswalks, sewer and gas lines.

The Board discussed dates for a site walk and public hearing.

Mr. White moved to accept the plan. Seconded by Mr. Bellantone. The motion passed 6-0-0.

Mr. White moved to schedule a site walk on May 22, 2023 at 5 PM. Seconded by Seconded by Mr. Bellantone. The motion passed 6-0-0.

Mr. White moved to schedule a public hearing on June 8, 2023 at 6 PM. Seconded by Mr. Bellantone. The motion passed 6-0-0.

41:35

ITEM 3 – 77 Bartlett Rd, Subdivision Sketch Plan Review

Action: accept sketch plan or continue review. Engineer Michael Tadema-Wielandt, on behalf of owner/applicant Geoff Bowley, is proposing to divide a 19.11-acre parcel into a conservation subdivision of 9 single-family residential building lots, a private street system, and an open space plot around identified wetlands, vernal pools, and a pre-existing cemetery. Proposed subdivision is located on the property of 77 Bartlett Road, Map 62 Lot 26, in the Residential-Rural (R-RL) and Resource Protection Overlay (OZ-RP) Zones.

Mr. Tadema-Wielandt presented the project to the Board. He reviewed the plans and the two types of subdivision.

Discussion ensued briefly on the road, sidewalks, snow storage, vernal pools, stone walls, building envelopes, septic, no-cut buffers, and utilities.

Mr. White moved to accept the sketch plan as complete. Seconded by Vice Chair Kalmar. The motion passed 6-0-0.

1:00:20

ITEM 4 – Business Park Zoning Amendments

Action: schedule public hearing: Moratorium on permit applications in former Neighborhood Mixed Use zoning district expires August 8. Draft revisions to Neighborhood Mixed Use zoning standards are under development, pending implementation of a public engagement plan. Formal adoption of Business Park zoning standards and Zoning Map is recommended during the interim to ensure consistency, predictability, and fairness for property owners and residents.

The Board and Mr. Garnham discussed the zoning map and amendment briefly.

**Mr. White moved the schedule a public hearing on May 25, 2023 at 6 PM.
Seconded by Vice Chair Kalmar. The motion passed 6-0-0.**

APPROVAL OF MINUTES

1:07:50

ITEM 5 – April 27, 2023 Meeting Minutes

Vice Chair Kalmar moved to approve the minutes as written. Seconded by Mr. White. The motion passed 6-0-0.

1:08:16

BOARD MEMBER ITEMS-

Subcommittee reports

Mr. White updated the Board on the Housing Committee.

Planning Board 2023 Goals discussion, continued

Mr. Garnham updated the Board on the septic system on Gooseberry Island in regards to a zoning amendment petition.

1:14:20

Adjournment

Vice Chair Kalmar moved to adjourn. Seconded by Mr. White. The motion passed 6-0-0.

The Kittery Planning Board meeting of May 11, 2023 adjourned at 7:14 p.m.

Submitted by Carrie Varao, Development Staff Clerk on May 18, 2023.

Disclaimer: The following minutes constitute the author's understanding of the meeting. Whilst every effort has been made to ensure the accuracy of the information, the minutes are not intended as a verbatim transcript of comments at the meeting, but a summary of the discussion and actions that took place. For complete details, please refer to the video of the meeting on the Town of Kittery website at <http://www.townhallstreams.com/locations/kittery-maine>.



Kittery, ME

Oct 4, 2023

MB-23-1

Fire Department Certification

Marijuana Business License

Status: Complete

Became Active: Sep 21, 2023

Assignee: Dave O'Brien

Completed: Oct 2, 2023

Applicant

Joshua Seymour
josh@greentruckfarm.com
19 Buffum Road
Unit 6
North Berwick, ME 03906
2074326000

Primary Location

89 ROUTE 236, Unit 2 Unit 3, Tidewater
Unit 3, Tidewater
KITTERY, ME 03903

Owner:

JD Investments, LLC
19 Buffum Road North Berwick, Maine 03906

Comments

Dave O'Brien, Oct 2, 2023

FD is okay with this application



Kittery, ME

Oct 4, 2023

MB-23-1

Police Approval and Background Check

Marijuana Business License

Status: Complete

Became Active: Sep 21, 2023

Assignee: Danielle Lindman

Completed: Sep 25, 2023

Applicant

Joshua Seymour
josh@greentruckfarm.com
19 Buffum Road
Unit 6
North Berwick, ME 03906
2074326000

Primary Location

89 ROUTE 236, Unit 2 Unit 3, Tidewater
Unit 3, Tidewater
KITTERY, ME 03903

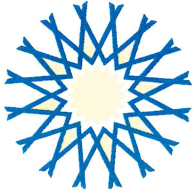
Owner:

JD Investments, LLC
19 Buffum Road North Berwick, Maine 03906

Comments

Danielle Lindman, Sep 25, 2023

A local record check and a check on any previous problems with the establishment listed above has been conducted. I recommend that the Town Council grant the license contingent on the applicant passing the background check through the State of Maine.



ATTAR

ENGINEERING, INC

CIVIL • STRUCTURAL • MARINE

Ms. Kendra Amaral, Town Manager
Town of Kittery, Maine
200 Rogers Road
Kittery, Maine 03904

October 2nd, 2023
Project No. 23028

**RE: Petition for Sewer Main Extension – Route 236
Green Truck Farm (Tax Map 28, Lot 14-2)
89 Route 236, Kittery, Maine**

Dear Ms. Amaral:

On behalf of GTF Kittery 8, LLC., I am writing in the hopes of seeking approval from Town Council to extend the Town's municipal sewer system to Tax Map 28, Lot 14-2. Please consider this letter a petition for extension as outlined in the Town of Kittery Code of Ordinances §13.1.4.2.A.

Earlier this year, the Kittery Planning Board voted to approve the Site Plan Modification application at their September 14th, 2023 meeting for the above-referenced parcel. Modifications included a change of use (existing CBD Boutique to be changed to an Adult-Use Marijuana Business), the construction of on-site parking improvements previously approved by the Planning Board in November of 2021, and an extension of the municipal sewer system southeasterly within the Route 236 right-of-way. The Record of Approval document prepared by the Kittery Town Planner on September 18th, 2023 is attached.

The existing condition of the subject parcel is a two-story mixed-use commercial building – the first floor of which contains an Aroma Joe's business location and the Green Truck CBD Boutique. The second floor partially contains office space and product storage in support of the Green Truck CBD Boutique, and the remainder is currently-vacant professional offices. The entire mixed-use building is currently serviced by an on-site subsurface wastewater disposal system, which has reached a state of failure and is no longer able to support the site properly.

The nearest sewer manhole is located roughly 500 feet southeast of the site along Route 236 at the site of the Kittery Car Wash (Tax Map 28, Lot 25D). Existing topography along the proposed extension rule out the potential for a gravity sewer main, and therefore a low-pressure force main has been proposed. This force main has been designed to accommodate all abutting property owners along the route. A Sewer Force Main Plan & Profile is attached.

Kittery Sewer Services has confirmed adequate capacity of both the sewer system and the wastewater treatment facility to handle the additional flows from this proposed extension in the letter prepared by Timothy Babkirk, Superintendent of Sewer Services, dated June 20th, 2023. The proposed force main and its appurtenances shall be designed, installed, inspected, and tested in accordance with Town of Kittery contractor specifications. Design plans must be submitted to the Superintendent of Sewer Services for review and approval prior to the start of construction.

As is shown in the attached Plan & Profile, the proposed force main would be installed off the side of the paved shoulder within the southern portion of the Route 236 right-of-way from the existing sewer manhole identified above – which services the Kittery Car Wash and is the western terminus of the municipal sewer system from the extension which was granted in early 2021. The proposed force main will be extended as described above for roughly 300 feet before reaching the intersection of Fernald Road with Route 236. The remaining roughly 220 feet of force main is proposed to be extended by directional bore, beneath both Fernald Road and an existing on-site wetland to connect to a grinder pump to be installed in the frontyard of the subject parcel.

The proposed force main will become the property of the Town of Kittery once construction is complete and once all inspections and testing requirements have been fulfilled as outlined in §13.1.4.3.C. Service connections from the Green Truck parcel and any other abutting parcels along the proposed extension route will have their individual pumps located outside of the Route 236 right-of-way, and any/all service connections shall remain as private entities up until the connection point with the proposed force main. Construction costs for all items described above shall be borne by the developer in accordance with §13.1.4.2.C.

As summarized above, the intent of this letter is to petition Town Council for extension of a proposed force main along Route 236 for a distance of roughly 500 feet from Tax Map 28, Lot 25D (Kittery Car Wash) to Tax Map 28, Lot 14-2 (Green Truck). We humbly request that this petition be considered at the upcoming Town Council meeting on October 11th, 2023.

Please contact me for any additional information or clarifications.

Sincerely;



Michael J. Sudak, E.I.
Staff Engineer

cc: GTF Kittery 8, LLC. – Applicant
Jason Garnham – Director of Planning and Development
Maxim Zakian – Town Planner
Timothy Babkirk – Superintendent of Sewer Services



TOWN OF KITTERY, MAINE

SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 439-4646 Fax: (207) 439-2799

Green Truck Farm
89 Route 236
Kittery, ME 03904

June 20, 2023

RE:Sewer Availability

This letter is to confirm that the sewer system and the wastewater treatment facility have the capacity and ability to handle the increased flow from the project located at 89 Route 236.

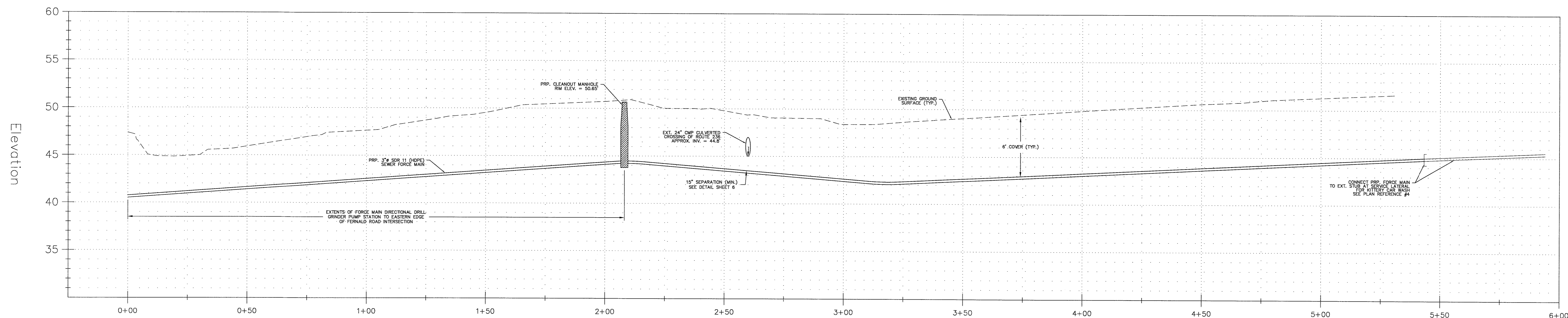
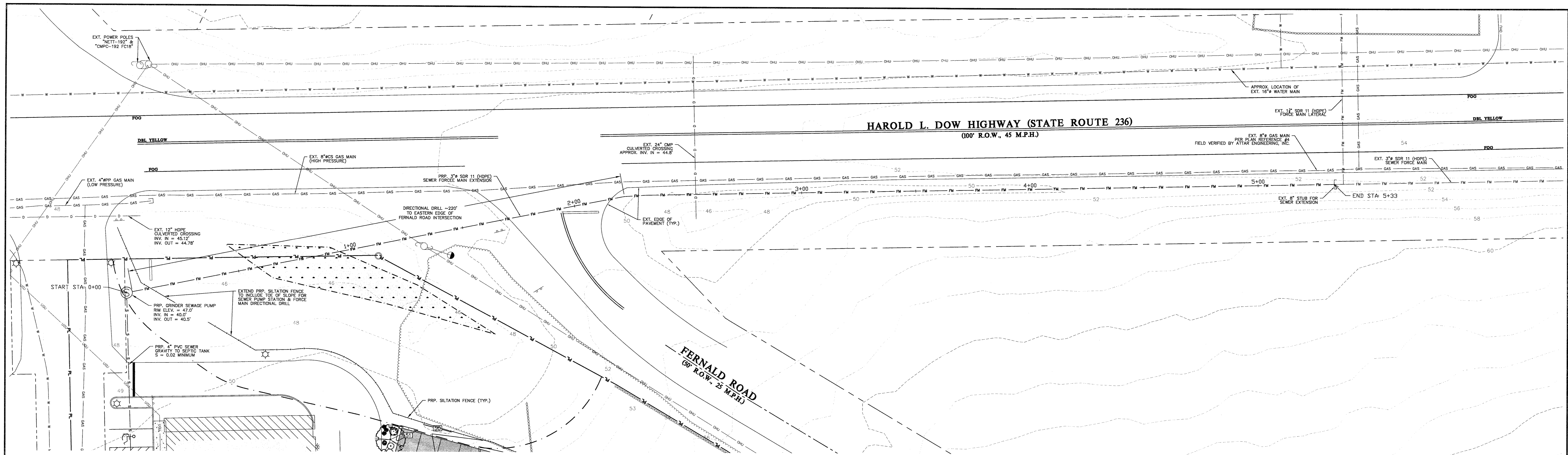
This letter only confirms the sewer department capacity, Impact and Entrance Fees will be calculated should the project receive all required approvals.

If you have further questions or concerns, please contact me.

Sincerely Yours

Timothy Babkirk

Timothy Babkirk
Superintendent of Sewer Services
Town of Kittery
200 Rogers Rd
Kittery ME 03904
1-207-439-4646
tbabkirk@kitteryme.org

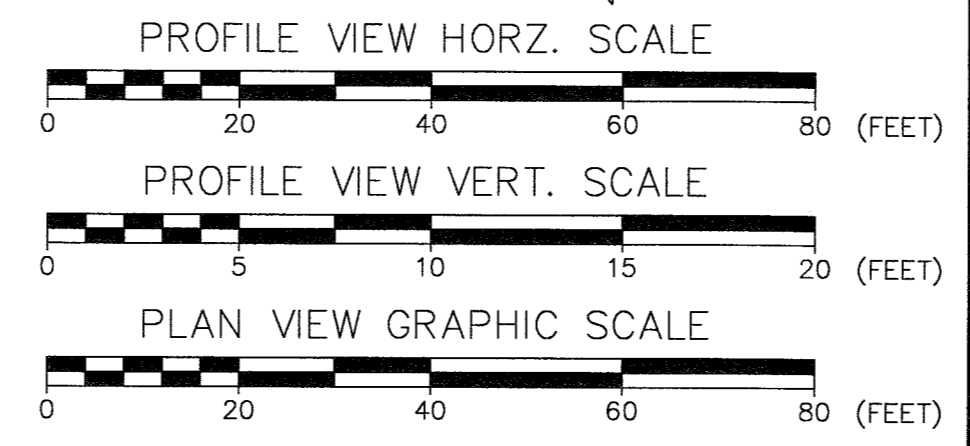
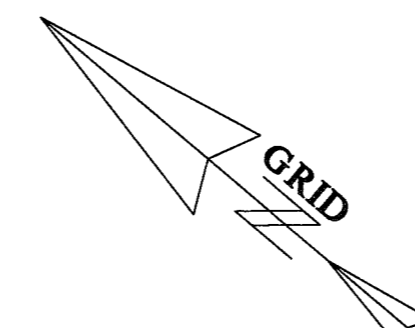


GENERAL NOTES

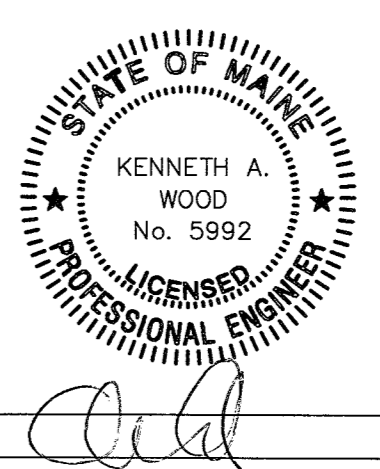
- 1.) LOCATION OF UNDERGROUND UTILITIES IS APPROXIMATE ONLY. ADDITIONAL UNDERGROUND UTILITIES OTHER THAN THOSE SHOWN MAY BE ENCOUNTERED.
- 2.) ANY UTILITY FIELD ADJUSTMENTS SHALL BE APPROVED BY THE LOCAL AUTHORITIES AND THE DEVELOPER PRIOR TO INSTALLATION.
- 3.) THE CONTRACTOR MUST CONTACT DIG SAFE AND ALL LOCAL UTILITY DISTRICTS PRIOR TO THE START OF CONSTRUCTION TO VERIFY THE LOCATION OF EXISTING SUBSURFACE UTILITIES AND CONDITIONS. LOCATING AND PROTECTING ANY UNDERGROUND OR ABOVE-GROUND UTILITY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 4.) ALL CONSTRUCTION SHALL CONFORM TO MUNICIPAL DPW AND ALL APPLICABLE STATE AND FEDERAL STANDARDS.
- 5.) ALL SEWER CONSTRUCTION SHALL CONFORM TO THE TOWN OF KITTEERY STANDARDS AND SPECIFICATIONS.
- 6.) ALL TRAFFIC CONTROL AND TEMPORARY CONSTRUCTION SIGNAGE ARRANGEMENTS, ACCEPTABLE TO MDOT AND KITTEERY PUBLIC WORKS DEPARTMENT, SHALL BE EMPLOYED DURING OPERATIONS WITHIN THE PUBLIC RIGHT-OF-WAY.
- 7.) CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND TOWN OF KITTEERY TO ENSURE PROPER SEPARATION IS PROVIDED AT ALL UTILITY CROSSINGS. CONTACT SITE ENGINEER IN THE EVENT THERE ARE ANY CONFLICTS OR DISCREPANCIES AT UTILITY CROSSINGS.

LEGEND	
PROPERTY LINE	— — — — —
ABUTTER PROP. LINE	— · — · — · —
CENTERLINE OF ROAD	— — — — —
EXT. BUILDING	
EXT. PAVEMENT	— — — — —
PRP. PAVEMENT	— — — — —
PRP. PARKING	— — — — —
EXT. WETLAND BNDY	
EXT. WETLAND AREA	
EXT. SIGN	— — — — —
PRP. SIGN	— — — — —
EXT. POWER POLE	— — — — —
EXT. LIGHT POLE	— — — — —
EXT. GUY ANCHOR	— — — — —
PRP. LIGHT POLE	— — — — —
EXT. OVERHEAD ELEC	— — — — —

LEGEND	
EXT. U.G. ELECTRIC	— UGU —
PRP. U.G. ELECTRIC	— UGU —
EXT. WATER VALVE	
EXT. WATER LINE	— W —
EXT. GAS VALVE	
EXT. GAS SERVICE	— S —
EXT. STORM LINE	— D —
PRP. SEWER MANHOLE	
PRP. SEWER LINE	— S —
PRP. FORCE MAIN	— FM —
EXT. MAJOR CONTOUR	— XXX —
EXT. MINOR CONTOUR	— xxx —



NO.	DESCRIPTION	DATE
B	FINAL SITE PLAN REVIEW	06/20/23
A	SEWER FORCE MAIN REVISIONS	05/25/23



TAX MAP 28, LOT 14-2

SEWER EXTENSION PLAN & PROFILE
GREEN TRUCK CANNABIS DISPENSARY
89 ROUTE 236, KITTEERY, MAINE

FOR: G.T.F. KITTEERY 8, LLC.
19 BUFFUM ROAD, UNIT #6
NORTH BERWICK, ME 03906

ATTAR ENGINEERING, INC.
CIVIL • STRUCTURAL • MARINE • SURVEYING
1284 STATE ROAD - ELIOT, MAINE 03903
PHONE: (207)439-6023 FAX: (207)439-2128

SCALE: 1" = 20'
DATE: 04/19/23
JOB NO: 23028

APPROVED BY:

DRAWN BY: MJS
REVISION DATE: B : 06/20/23
SHEET: 5



TOWN OF KITTEERY
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1329

REPORT TO TOWN COUNCIL

Date: June 27, 2022
From: Kendra Amaral, Town Manager
Subject: Petition for Sewer Extension – 89 Route 236, Map 28 Lot 14-2
Councilor Sponsor: N/A

EXECUTIVE SUMMARY

The owner of Aroma Joe's Coffee, located at 89 Route 236, Map 28 Lot 14.2, is seeking approval to extend the sewer main approximately 456 feet north along Route 236 from its proposed terminus for the carwash, at Mackenzie Lane. The extension is being pursued in accordance with Title 13.1.4.

The Council approved a petition for a sewer extension, by owner, to Mackenzie Lane in April of 2021.

Given certain conditions and considerations, this extension can be beneficial to the business and the Town. The conditions and considerations would include that the applicant have approval from the property owner, JD Investments, LLC, that the applicant pay for the project directly, that the project meet all of the town's design and performance standards for a public sewer main, and that the main be turned over to the Town upon completion, among other terms.

PROPOSED EXTENSION

The applicant is interested in abandoning their septic system in the near future and connecting to the sewer main. There are currently no site plan applications before the Planning Board for this property.

The Town has no plans to undertake a sewer expansion project at this time. In accordance with Title 13, the applicant is exercising their right to seek an expansion at their own expense through a petition to the Council.

The proposed extension would impact one additional parcel along the proposed extension. The parcel is owned by Central Maine Power and is not presently subject to the connection requirement, due to a lack of buildings or septic on the parcel. If the parcel is developed in the future, it may be required to connect to the sewer main.

There is sufficient capacity in the collection and treatment infrastructure to accept the wastewater produced by the applicant (current and anticipated future uses). The proposal does not negatively impact capacity of the sewer service. The proposal does have the potential to add value to the property, enhance environmental protections, and increase development opportunities.

If approved, the applicant has indicated they will work directly with the contractor extending the sewer main to Mackenzie Lane. This will ensure the infrastructure is in place prior to Maine DOT's anticipated repaving of Route 236 in the next few years.

The proposed extension should be built in accordance with Sewer Department requirements, and sized accordingly to accept flow from potential future connections. The extension will take up valuable real estate in the underground utility corridor along Rte. 236 and should therefore be built to a capacity that benefits the applicant's current use and reasonably projected future development.

The proposed extension should be turned over to the Town as a public asset. The Town will assume all ongoing maintenance and replacement costs, and will collect all metered flows through the main in perpetuity.

Per Town Attorney, the Town is not obligated to recoup the costs of the installation on behalf of the applicant, through a betterment assessment. The Town is required to assess a betterment; however, this can be simply the corresponding change in value that access to a public sewer utility affords. Typically, access to a public sewer utility increases the value of property on average 7% and 10%.

Access to the sewer utility along 236 is generally desirable. The Town of Eliot's sewer expansion is not intended to connect down Rte. 236 to the Kittery line; therefore, any expansion on Rte. 236 will be solely on the Kittery side of the town line.

Approval, if deemed appropriate by the Council, should be made with certain conditions. Below is a proposed draft motion and conditions.

The Council is not required to schedule a public hearing prior to deciding on the petition. The Council may determine a public hearing is not necessary given the that there is only one abutting property owner, Central Maine Power, representing a parcel that is currently undeveloped.

PROPOSED SOLUTION/RECOMMENDATION

The Staff recommend approval of the application, with the following conditions:

- Applicant must bear the full cost of the design, permitting, and installation of the extension ("the project") and any and all applicable fees (permitting, entrance, impact). Applicant will not be reimbursed for the cost of the extension by the Town or by any applicable benefiting property owners.
- Applicant must build a sewer line to the Town's existing sewer main, in accordance with design and performance standards set by the Sewer Department, and in a manner that supports current and potential future development of the benefiting properties.
- Applicant must legally transfer the assets to the Town within 30 days of the completion of the project.
- Applicable benefited property owners will receive a 90-day notice to connect upon transfer of the assets to the Town. The Town will automatically grant deferrals for any applicable property where their septic system is less than 20-years old per Title 13; however, applicable abutting benefited properties must be permitted to connect to the project during construction, if they so desire. Those qualifying for an exemption will be notified accordingly. (Note: no applicable benefited properties associated with this expansion petition)
- Applicable benefited property owners will be advised that they can file for an appeal with the Council to defer connection until failure of the septic system, if the property is unable to connect via gravity flow. (Note: no applicable benefited properties associated with this expansion petition)
- The property owner of record must agree, in writing, for the property to be connected to the sewer system, and must agree in writing to the abandonment of the on-site septic system upon connection.

ATTACHMENTS

- Petition for Sewer Extension
- Capacity Confirmation from Sewer Department
- Map of petitioned expansion
- Title 13.4 – Main Extensions



**Letter to the Town Council of Kittery, ME
06/15/2022**

From:

Maryna Shuliakouskaya
Business Address: 89 Rt. 236, Kittery, ME 03904
Home Address: 16 Maple Ave., Eliot, ME, 03903
Cell: 603-502-4407
Email: Maryna@aromajoes.com

To:

Town Council of Kittery, ME
200 Rogers Rd., Kittery, ME, 03904

To Whom It May Concern:

I'm writing to ask for your support and permission for Aroma Joe's Coffee, located at 89 Rt.236, Kittery, to add to the current sewer project, which the town has already approved. The city favored a sewer connection for a carwash on a 324,233-SF lot located at the corner of Route 236 and MacKenzie Lane (Tax Map 28, Lot 25D) in the Commercial Zone (C-2).

The approximate distance between the carwash and Aroma Joe's is 400 LF. We don't have any residential sites that might be impacted by this expansion, except for the CMP property.

Your decision to approve this request will allow Aroma Joe's to connect to the public sewer, as the equipment will already be very close to our site to do the work for the carwash. Furthermore, while the project will be expensive for us anyway, on-site equipment will substantially reduce the cost. Lastly, it might provide opportunities for other local business owners to expand that sewer line even further and benefit the local community.

Thank you so much for your help and consideration,

Maryna Shuliakouskaya



TOWN OF KITTERY, MAINE

SEWER DEPARTMENT

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 439-4646 Fax: (207) 439-2799

Maryna Shuliakouskaya
Aroma Joe's
89 Route 236,
Kittery, ME 03904

June 15, 2022

RE:Sewer Availability

Maryna,

This letter is to confirm that, if your proposed sewer line expansion for your project, located at 89 Route 236, is approved the sewer system (piping and pumping stations) and the treatment facility has the capacity and ability to handle the increased flow.

If you have further questions or concerns, please contact me.

Sincerely Yours

Timothy Babkirk

Timothy Babkirk
Superintendent of Sewer Services
Town of Kittery
200 Rogers Rd
Kittery ME 03904
1-207-439-4646
tbabkirk@kitteryme.org



Sewer Exp Petition

Kittery, ME



June 22, 2022

1 inch = 137 Feet

www.cai-tech.com



Data shown on this map is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this map.

ARTICLE IV
Main Extensions

§ 13.1.4.1. Council's authority to make changes, extensions.

The Town Council may make such changes and extensions as it deems necessary for the best interests of the public.

§ 13.1.4.2. Extensions generally.

- A. Petitions for extensions. Any person and/or persons may petition to the Town Council for extension or extensions they propose, which petition must be voted upon by the Council.
- B. Authority to make assessments for costs of extensions. The Town Council has the power to make assessments for the costs of any extensions it approves. The council may also establish such rates for entrance and other charges for the use of said sewage system against the owners of the property served by said system or to which such service is available as it may deem necessary to help defray cost of maintaining and operating system.
- C. Construction by property owner, builder or developer. If the Town does not elect to construct a sewer extension under public contract, the property owner, builder or developer may construct the necessary sewer extension if such extension is approved by the Town Council. The person(s) must pay for the entire installation, including all expenses incidental thereto. Each building sewer must be installed and inspected as previously required in Article III of this chapter and the inspection fees paid. The design and construction specifications must bear the signed approval of the Superintendent prior to construction.

§ 13.1.4.3. Assessment.

- A. Determination of benefits. When the sewer line construction has been completed, the municipal officers shall determine what lots or parcels of land, with or without structures thereon, are benefited by said sewer line and estimate and assess upon said lots or parcels of land, and against the record owner or owners thereof or against a person against whom the taxes thereon are assessed, a sum not exceeding the benefit the municipal officers deem fair and equitable towards defraying the expenses of said sewer construction together with any sewage disposal units and appurtenances that may be necessary for the proper operation of said sewer line.
- B. Definitions. For the purposes of this article, the following definitions apply:
 - ASSESSED PARCEL — A benefited property included in an adopted assessment plan obliging payment of an assessment fee.
 - BENEFITED PARCEL — A property which has gained direct access to a sewer main extension via frontage or an existing public right-of-way less than 100 feet distant, whether gravity flow is readily achievable or not.

DWELLING UNIT — A room or group of rooms forming a habitable unit for one family with facilities used or intended to be used for living, sleeping, cooking, eating, and sanitary facilities. It comprises at least 650 square feet of habitable floor space and includes any subcategory definition of dwelling as found in Title 16, § 16.2.2 (e.g., inn, accessory dwelling unit).

PER DWELLING UNIT — The basis of calculation of the number of dwelling units for residences assessed in an adopted sewer main extension assessment plan or to be assessed for a sewer special entrance connection fee.

PER UNIT OF OCCUPANCY — The basis of calculation of the number of occupied units for nonresidential structures assessed in an adopted sewer main extension assessment plan or to be assessed for a sewer special entrance connection fee.

UNASSESSED PARCEL — Those parcels of property that were not benefited or assessed when sewer main extension assessments were made; and those parcels that were thereafter found not benefited by such sewers and therefore not subject to such assessments.

UNIT OF OCCUPANCY — The category of property use which carries the unit charge as found in § 13.1.6.5, Sewer impact fee.

- C. Limitation on assessment; formula for determining cost. The whole of the assessments may not exceed 1/2 the cost of the entire project contract price of constructing and completing the sewer line, including all necessary appurtenances and sewage disposal units. The Town Council shall devise and utilize a formula for determining the fair and equitable cost to the owner or owners of land so benefited.
- D. Responsibility for sewer lines. The municipality is responsible for such sewer lines after construction and shall thereafter maintain and keep the same in good repair.
- E. Record of location of sewer line; notification of owner.
 - (1) The municipal officers shall file with the Clerk of the Town the location of the sewer line and sewage disposal units and appurtenances, with a profile description of the same and a statement of the amount assessed upon each lot or parcel of land so assessed and the name of the owner of the lots or parcels of land or person against whom the assessment is made.
 - (2) The Clerk of the Town is to record the assessment in a book kept for that purpose, and within 10 days after filing notice, each person so assessed is to be notified of the assessment by having an authentic copy of the assessment, with an order of notice signed by the Clerk of the Town stating the time and place for a hearing upon the subject matter of the assessments, given to each person so assessed or left at their usual place of abode in the Town.
 - (3) If a person has no place of abode in the Town, then the notice may be given or left at the abode of their tenant or lessee, if the person has one in the Town; if the person has no tenant or lessee in the Town, then by posting the notice in some conspicuous place in the vicinity of the lot or parcel of land so assessed

at least 30 days before the hearing. The notice may be given by publishing it three weeks successively in any newspaper published in the Town, the first publication to be at least 30 days before the hearing.

- (4) A return made upon a copy of the notice by any constable in the Town or the production of the paper containing the notice is conclusive evidence that the notice was given; and upon the hearing, the municipal officers have power to revise, increase or diminish any of the assessments, and any revisions, increase or diminution is to be in writing and recorded by the Clerk.

F. Farmland and open space land exempt from assessment.

- (1) Land classified and restricted for use for agricultural, forest/woodland, open space or wildlife habitat purposes, as defined by 36 M.R.S. § 1102, is exempt from the assessment provided in §13.1.4.3 when no benefits are derived from the common sewer or drain. Owners of such qualified land must notify the municipal officers that their property may qualify for this exception. The municipal officers are to revise the assessments against such land to exempt it from assessment. Any revision of assessment provided by this subsection is to be in writing and recorded by the Clerk.
- (2) When the use of the land is changed from farmland, the owner must, within 60 days, notify the Town Council, in writing, of the change. The Town Council shall assess this land in an amount equal to the assessment which would have been due but for the provisions of this subsection. The municipality must notify the owner of the assessment due, which the owner must pay within 60 days of notice or as provided by the Town Council under its authority in 30-A M.R.S. § 4453.

§ 13.1.4.4. Collection of assessments and charges.

- A. All assessments and charges made pursuant to this article are to be certified by the municipal officers and filed with the Tax Collector for collection. A facsimile of the signatures of the municipal officers imprinted at their direction upon any certification of an assessment or charge under this article has the same validity as their signatures.
- B. The Tax Collector may enter into a written mortgage agreement with the owner(s) of land so assessed and provide the same with a promissory note and installment payment plan for the amount of the assessment (“assessment payment plan”). This assessment payment plan agreement is to provide for payment of said assessment to the Town over a period not to exceed the shorter of 18 years, or two years shorter than the Town's bond repayment period for the applicable project, at an interest rate to be determined by the municipal officers. Such agreement is also to specify the method of collection in the event that such payment is in default, and, further, the mortgage agreement is to be recorded by the Town in the York County Registry of Deeds.
- C. Owners with household income less than or equal to 50% of the local area median

family income, as determined annually by the United States Department of Housing and Urban Development and varied by household size, may request deferral of payment of the assessment without penalty or additional interest incurred for the period of eligibility. Should the Tax Collector find an owner ineligible under those provisions, the Tax Collector may enter into a written agreement with the owner under the same term and terms pursuant to Subsection B above.

- D. Should the Tax Collector decline to enter into such payment agreement, aggrieved owner(s) may appeal the decision to the Board of Appeals pursuant to Chapter 13.2, Sewer Service Decision Appeals.
- E. Payment of the assessment is due in full upon demise of the owner(s); or transfer to any other owner by gift, assignment, devise, sale, or otherwise, except for:
 - (1) Transfers to a spouse or joint tenant, living or surviving, provided the transferee executes a new mortgage agreement, promissory note and installment payment agreement with the Town.
 - (2) Transfers to trusts, providing the trustee executes a new mortgage agreement, promissory note and installment payment agreement with the Town.
 - (3) Such new agreements to be executed for a period not to exceed the final payment date of the original agreement.
- F. The municipal officers shall annually file with the Tax Collector a list of installment payments due the municipality under such written agreements with the owner or owners of land so assessed.
- G. If the person so assessed, within 30 days after written notice of the total amount of such assessment and charges, or annual installment payment and interest, fails, neglects or refuses to pay such municipality the expense thereby incurred, or fails to enter into a written agreement as provided herein for payment of the same, or fails to pay any installment due under a written agreement so entered, then a special tax in the amount of the total unpaid assessment and charge may be assessed by the Municipal Assessor upon each and every lot or parcel of land so assessed and buildings upon the same.
- H. Such assessment is to be included in the next annual warrant to the Tax Collector for collection and collected in the same manner as state, county, and municipal taxes are collected. Interest at a rate of 12% per year on the unpaid portion of assessments and charges due the municipality accrues from the 30th day after written notice to the person assessed and is to be added to and become part of the special tax when committed to the Tax Collector.

§ 13.1.4.5. Materials.

The size and kind of pipe is to be determined by the Department in accordance with conditions surrounding the extension, including the possibility of future extensions or additions, and must conform to all state and local regulations.

KITTERY TOWN COUNCIL Approved Minutes

June 27, 2022, 6:00PM

COUNCIL CHAMBERS

1. Call to Order

Chair Spiller called the meeting to order at 6:00 p.m.

2. Introductory

3. Pledge of Allegiance

4. Roll Call

Councilors present: Chair Judith Spiller, Vice Chair George Dow Councilor Cyrus Clark, and Councilor Mary Stevens. Councilors absent: Councilor Cameron Hamm, Councilor Colin McGuire, and Jeffrey Pelletier.

5. Agenda Amendment and Adoption

Chair spiller cast one vote for the agenda as presented.

6. Town Manager's Report

The Town Manager reported on: Kittery Block Party, Freebie Barn Survey, Spruce Creek Watershed-Based Management Plan, Joint Land Use Study Implementation – Phase 3, Grant Efforts in General, and Finance Director Transition.

Upcoming Dates:

BL & BL-1 Affordable Housing Public Discussion is on June 29, 2022 at 6PM, via Zoom. Council and School Committee Nomination Papers are Available on June 30, 2022 at the Town Hall.

The Senior Tax Credit Applications are due on July 1, 2022 at the Town Hall.

The Town Hall is closed for Independence Day on July 4, 2022.

7. Acceptance of Previous Minutes - None

8. Interviews for the Board of Appeals and Planning Board - None

9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials. - None

10. PUBLIC HEARINGS - None

11. DISCUSSION

a. Discussion by members of the public (three minutes per person)

Celestyne Fisher Bragg, 139 Dennett Road, Kittery expressed her concerns about the infrastructure that would be needed if the town added the additional 900 housing units. Ms. Bragg also announced that she would be running for Town Council.

- b. Response to public comment directed to a particular Councilor
- c. Chairperson's response to public comments

Chair Spiller responded to Ms. Bragg's concerns.

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Donations/gifts received for Council disposition

(060222-1) The Kittery Town Council moves to accept a donation in the amount of \$244,714.00 from the RPL Corporation to be deposited into the Library Building account #4060.

Moved by Councilor Stevens, seconded by Councilor Clark.

Motion Carried 4-0-0

(060222-2) The Kittery Town Council moves to accept a donation in the amount of \$300.00 from Rosemarie Lesswing to be deposited into the Kittery Community Center Giving Tree Fundraiser account #2063.

Moved by Councilor Stevens, seconded by Councilor Clark.

Motion Carried 4-0-0

- b. (060222-3) The Kittery Town Council moves to appoint Clayton Smith to the Conservation Commission for a three-year term.

Moved by Councilor Stevens, seconded by Vice Chair Dow.

Motion Carried 4-0-0

c. (060222-4) The Kittery Town Council moves to approve a petition request from Aroma Joe's Coffee located at 89 Route 236, to extend the Sewer main on Route 236.

The Town Manager gave an overview to extend the Sewer main on Route 236.

Moved by Vice Chair Dow, seconded by Councilor Stevens.

Motion Carried 4-0-0

14. COUNCILOR ISSUES OR COMMENTS

Chair Spiller read a letter from Councilor Hamm regarding affordable housing.

Councilor Stevens stated it was nice having Governor Mills for Kittery's 375th Anniversary, and spoke about General Whipple being a slave owner.

Vice Chair Dow spoke about the Roe v Wade decision.

Chair Spiller read the proclamation from the State of Maine, House of Representatives and Senate.

15. COMMITTEE AND OTHER REPORTS

- a. Communications from the Chairperson - None
- b. Committee Reports - None

16. EXECUTIVE SESSION

17. ADJOURNMENT

Councilor Stevens moved to adjourn at 6:49 p.m., seconded by Vice Chair Dow.

All were in favor.

Submitted by Kim Tackett

Disclaimer: The following minutes constitute the author's understanding of the meeting. Whilst every effort has been made to ensure the accuracy of the information, the Minutes are not intended as a verbatim transcript of comments at the meeting, but a summary of the discussion and actions that took place. For complete details, please refer to the video of the meeting on the Town of Kittery website.

From: [Kathryn P HILL](#)
To: [Jillian Richards](#)
Subject: Re: Vital Record Request
Date: Friday, September 29, 2023 1:26:24 PM

Hello Jillian,

I choose the George Smart Santa Fund.

Thank you,
Kathryn Hill

Sent from my iPhone

On Sep 29, 2023, at 10:17 AM, Jillian Richards <JRichards@kitteryme.org> wrote:

That is wonderful idea Kathryn! We have a few "accounts" that you could donate to. I will let you choose.

Rice Public Library
Kittery Community Center
Mary Safford Wildes Trust (This is a trust that the Town has had control of for over 30+ years, it is to assist residents of Kittery that may need financial assistance that the State programs are unable to assist with)
George Smart Santa Fund (This is a annual fund we use to assist families with children or elderly residents with Christmas funds/gifts)

Jillian Richards

Town Clerk

Registrar of Voters

General Assistance Administrator

Town of Kittery

200 Rogers Road

Kittery, ME 03904

207-475-1313 JRichards@kitteryme.org

From: Kathryn P HILL <hillkp@verizon.net>
Sent: Friday, September 29, 2023 10:10 AM
To: Jillian Richards <JRichards@kitteryme.org>
Subject: Re: Vital Record Request

Hi Jillian,

Can I make a donation to a Town of Kittery fund with my check? Otherwise you can shred it for me.

Thanks again,
Mrs. Hill

Sent from my iPhone

On Sep 29, 2023, at 3:55 AM, Jillian Richards <JRichards@kitteryme.org> wrote:

Hi Ms Hill

If I remember correctly, we were unable to find the record you were requesting. In that case I can't deposit the check because we were unable to produce a certified copy for you. I could either mail the check back or shred the check. Which ever you would prefer.

Get [Outlook for Android](#)

From: Kathryn P HILL <hillkp@verizon.net>
Sent: Thursday, September 28, 2023 10:19:05 PM
To: Jillian Richards <JRichards@kitteryme.org>
Subject: Re: Vital Record Request

Dear Jillian,

I want you to know that I am in the process of changing my checking account bank. I expect to close my PNC account by mid-October 2023. The Town of Kittery has not deposited my check for \$15. Please deposit the check so that it will clear PNC before I close my account.

Thank you for your help and dedication in helping people find historic records.

Kathryn P. Hill

On Jun 23, 2023, at 10:45 AM, Jillian Richards <JRichards@kitteryme.org> wrote:

Hi Kathryn

I received your vital record request but I can't seem to find a birth record for John Fagan here in Kittery. I've looked thru our books from the time period, as well as our card catalog that we have that goes back to the 1700's and still nothing. I have reached out to the surrounding towns in hopes that maybe he was born in Eliot or South Berwick. I am waiting to hear back. I didn't want you to think I didn't receive your request. Once I hear back from them I will let you know and we can take any necessary steps.

Thanks!

Jillian Richards

Town Clerk

Registrar of Voters

General Assistance Administrator

Town of Kittery

200 Rogers Road

Kittery, ME 03904

207-475-1313 JRichards@kitteryme.org



TOWN OF KITTEERY
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1329

REPORT TO TOWN COUNCIL

Date: October 11, 2023
From: Kendra Amaral, Town Manager
CC: Todd Rollins, Chair Shellfish Conservation Committee
Subject: Shellfish Conservation
Councilor Sponsor: Chairperson Judy Spiller

EXECUTIVE SUMMARY

In a recent review of our updated Shellfish Conservation ordinance, the Division of Marine Resources identified a few areas needing correction or adjustment to better align with the state law and DMR guidance.

The changes are primarily non-substantive as they either clarify, restate, or remove items associated with state law. In some cases, the amendments address grammatical errors.

The only local-specific change proposed is the addition of a category of license for Nonresident Under 14 years of age. We were informed that having a Resident Under 14 license necessitated that we have a corresponding nonresident category.

DMR has confirmed that due to the small number of Resident Under 14 licenses allocated, we did not need to allocate licenses to the Nonresident Under 14 category. The Shellfish Conservation Committee is not recommending licenses for the 2023-2024 Nonresident Under 14 category.

The Shellfish Conservation Committee has reviewed the proposed changes and recommended adoption at their August 9, 2023 meeting. The proposed revisions were sent to DMR on September 17 for final review. We expect to hear back from them soon.

PROPOSED SOLUTION/RECOMMENDATION

Approve amendments as proposed.

ATTACHMENTS

- Draft Title 12 – Shellfish Conservation amendments
- Draft Title 12 – Shellfish Conservation enactment

Chapter 12.6 Shellfish Conservation

1. AMEND Chapter 12.6 Shellfish to correct typos and add day licenses as follows:

§ 12.6.1 Authority.

The ordinance codified in this chapter is enacted in accordance with 12 M.R.S. § 6671.

§ 12.6.2 Purpose.

The purpose of this chapter is to establish a shellfish conservation program for the Town which will ensure the protection and optimum utilization of shellfish resources within its limits. These goals will be achieved by means which may include:

- A. Licensing;
- B. Limiting the number of shellfish harvesters;
- C. Restricting the time and area where digging is permitted;
- D. Limiting the minimum size of shellfish taken; and
- E. Limiting the amount of shellfish taken daily by a harvester.

§ 12.6.3 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

LOT

The total number of shellfish in any bulk pile. Where shellfish are in a box, barrel or other container, the contents of each box, barrel or other container constitutes a separate lot.

NONRESIDENT

Anyone who does not ~~quality~~ qualify as a resident under this chapter and is:

- a) a property owner in Kittery; or
- b) is domiciled in Maine for at least three months as evidenced by a vehicle registration, voter registration, State of Maine Income Tax return, or other documentation acceptable to the Town Clerk

POSSESS

Dig, take, harvest, ship, transport, hold, buy and sell retail and wholesale shellfish and shellstock.

RESIDENT

A person who has been domiciled in Kittery for at least three months as evidenced by a vehicle registration, voter registration, State of Maine Income Tax return, or other documentation acceptable to the Town Clerk.

29 **SHELLFISH, CLAMS AND INTERTIDAL SHELLFISH RESOURCES**

30 Clams, quahogs, oysters ~~and mussels~~ and includes shellstock and shucked shellfish.

31 **§ 12.6.4 Municipal shellfish digging license required.**

32 It is unlawful for any person to dig or possess shellfish from the shores and flats of Kittery without having a
33 current license issued by the Town.

34 **§ 12.6.5 Designation, scope and qualifications.**

35 A. Residential recreational shellfish license. The license is available to residents and entitles the holder to
36 dig and take possession of no more than one peck of shellfish in any one day for personal use.

37 B. Nonresident recreational shellfish license. The license is available to any person not a resident and
38 entitles the holder to dig and possess not more than one peck of shellfish in any one day for personal
39 use.

40 C. No person may dig and possess shellfish from the shores and flats of Kittery for the purposes of
41 commercial use or commercial sale.

42 **§ 12.6.6 Application procedure.**

43 A. Any person may apply to the Town Clerk for a Shellfish Harvesting License as required by this chapter
44 on forms provided by the Town.

45 B. Misrepresentation. Any person who gives false information on a license application will cause said
46 license to become invalid and void.

47 C. Individuals holding commercial licenses issued by the State of Maine are not entitled to a recreational
48 license.

49 **§ 12.6.7 Fees.**

50 The annual license fee is set out in Appendix A.

51 **§ 12.6.8 Limitation of diggers.**

52 It is essential that the Town carefully husband its shellfish resources. The number of licenses issued from
53 year to year will vary depending on the annual review of the Town's shellfish resources, sizes, distribution,
54 and abundance.

55 A. The Shellfish Conservation Committee, with approval of the Commissioner of Marine Resources, will
56 establish the number of noncommercial licenses to be permitted each year.

57 B. The Shellfish Committee will notify the Town Clerk in writing prior to November 1 of the number of
58 licenses to be issued for the ensuing year.

59 C. Notice of the number of licenses to be issued and the procedure for application is to be published in a
60 trade or industry publication, or in a newspaper or combination of newspapers with general circulation,
61 not less than 10 days prior to the period of issuance, and posted in the municipal offices until the period
62 concludes.

63 D. Licenses shall be issued annually, on a first-come-first-served basis. A wait list may be established if all
64 licenses are issued. The wait list will only be valid for the season it is established.

65 E. Licenses may be returned to the Town voluntarily and reissued to another qualifying applicant at the
66 current fee.

67 § 12.6.9 **License expiration date.**

68 Each license issued under authority of this chapter expires at midnight on November 30 following the date of
69 issuance, ~~except~~ except single day licenses. Single day licenses expire at sunset on the date for which they
70 are issued.

71 § 12.6.10 **Opening and closing of flats.**

72 A. The Town Council, upon the approval of the Commissioner of Marine Resources, may open and close
73 areas for shellfish harvest. Upon recommendation of the Shellfish Conservation Committee and
74 concurrence of the Department of Marine Resources that the status of shellfish resource and other factors
75 bearing on sound management indicate that an area should be opened or closed, the Town Council may
76 hold a public hearing on the matter, and shall send a copy of the notice to the Department of Marine
77 Resources. The decision of the Town Council to open or close a shellfish harvest area is to be based on
78 findings of fact.

79 § 12.6.11 **Harvesting Season**

80 A. The shellfish harvest season shall be established prior to November 1 each year by the Town Council,
81 upon recommendation of the Shellfish Conservation Committee and approval of the Commissioner of
82 Marine Resources.

83 B. The season dates, number of licenses, and information on how to obtain a license will be advertised prior
84 to each season in accordance with 12 M.R.S. § 6671.

85 ~~A.C.~~ The shellfish harvest season may be amended through a conservation closure by the Town Council,
86 with approval of the Commissioner of Marine Resources, as deemed recommended or needed.

87 ~~B.D.~~ Shellfish harvesting may only occur on Sundays and on nationally recognized holidays, between
88 sunrise and sunset, during the harvest season.

89 § 12.6.12 **Minimum legal size of soft-shell clams.**

90 A. It is unlawful for any person to possess soft-shell clams within the Town which are less than two inches
91 in the longest diameter, unless as otherwise provided.

92 B. Any person may possess soft-shell clams that are less than two inches if they comprise less than 10% of
93 any lot. The tolerance is determined by numerical count of not less than one peck nor more than four
94 pecks taken at random from various parts of the lot or by a count of the entire lot if it contains less than
95 one peck.

96 § 12.6.13 **Violation, Revocation and Suspension.**

97 A. The Shellfish Warden, Harbormaster, and Kittery Police Officers are authorized to enforce violations this
98 chapter, to include the issuance of civil violations.

- 99 B. Any person in violation of this chapter, excluding a violation of §16.6.13.C may be assessed a penalty of
100 \$100 for the first offense, \$150 for the second offense and \$200 for the third and subsequent offenses.
- 101 C. Any person found taking shellfish from an area not opened by the Town Council for harvesting, or when
102 harvesting is not permitted, may be assessed a penalty of \$500, and may result in the revocation of the
103 individual's shellfish license.
- 104 D. Repeat offenders and/or those who fail to pay fines within 30 days in accordance with this chapter may
105 have their license suspended or revoked. A license that has been suspended or revoked more than once
106 may be prohibited from receiving a license in the ensuing year.
- 107 E. Any person who violates this chapter may be charged with a Class D crime in accordance with 12 M.R.S.
108 §6671.

109 § 12.6.14 **Conflict with other laws.**

110 In the event of any conflict in the provisions of this article with the provisions of any present or future statute
111 relating thereto, the most restrictive or that imposing the higher standards governs.

112 **2. AMEND Appendix A Chapter 12.6 SHELLFISH, Shellfish License Fees as follows:**

113 Resident recreational	\$15
114 Residents 70 and over	\$0
115 Residents under 14 years of Age <u>age</u>	\$0
116 Nonresident recreational	\$30
117 Nonresident 70 and over	\$0
118 <u>Nonresident under 14 years of age</u>	<u>\$0</u>
119 Single Day License	\$15

KITTERY TOWN CODE
CHAPTER 12.6
SHELLFISH

1 **AN ORDINANCE** relating to the municipality’s authority for Town governance to give due and
2 proper attention to its many demands pursuant to the Town Charter, Federal law, and Maine
3 Revised Statutes, and more particularly where set forth in Maine Revised Statutes Title 30-A,
4 Municipalities and Counties.

5 **WHEREAS**, the Kittery Town Council is authorized to enact this Ordinance, as specified in
6 Sections 1.01 and 2.07(3) of the Town Charter; 30-A MRS §3001, pursuant to its powers that
7 authorize the town, under certain circumstances, to provide for the public health, welfare,
8 morals, and safety, and does not intend for this Ordinance to conflict with any existing state or
9 federal laws; and

10 **WHEREAS**, the Maine Division of Marine Resources provided feedback and recommendations
11 on Kittery’s Shellfish Conservation ordinance; and

12 **WHEREAS**, the said amendments ensure the Town’s Shellfish Conservation ordinance are
13 properly aligned with state law and Division of Marine Resources guidance;

14 **NOW THEREFORE**, IN ACCORDANCE WITH TITLES 30-A MRS §3001 AND TOWN
15 CHARTER §2.14, THE TOWN OF KITTERY HEREBY ORDAINS AMENDMENTS TO TITLE
16 12.6 OF THE TOWN CODE, AND AMEND APPENDIX A AS PRESENTED.

17 **INTRODUCED** and read in a public session of the Town Council on the ____ day of _____,
18 20____, by: _____ {NAME} Motion to approve by Councilor
19 _____ {NAME}, as seconded by Councilor _____ {NAME} and
20 passed by a vote of _____.

21 **THIS ORDINANCE IS DULY AND PROPERLY ORDAINED** by the Town Council of Kittery,
22 Maine on the ____ day of _____, 20____, {NAME}, _____, Chairperson

23 **Attest:** {NAME}, _____ Town Clerk



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[Home](#) > [Town of Kittery Board & Committee Application](#) > [Webform results](#) > Submission #6

Submission information

Form: [Town of Kittery Board & Committee Application](#) (1)

Submitted by Anonymous (not verified)

February 11, 2022 - 10:33am

2601:196:201:ed0:d62:a58d:ea36:1858

Name:

Michael O'Keefe

Residence:

43 Love Lane Kittery ME 03904

Mailing (if different):

E-Mail Address:

mokeefe58@hotmail.com

Cell Phone Number:

6037656319

Home Phone Number:

6037656319

Work Phone Number:

Board, Committee & Commission Choices

- Parks Commission
- Port Authority

Rank Choices By Priority

(1) Port Authority (2) Parks Commission

Education/Training:

BS Marine Engineering, Massachusetts Maritime Academy/ MS Organizational Management, New England College

UNH Marine Docent

Active kayaker and Gundalow volunteer

Related Experience (Including other Boards and Commissions):

None

Present Employment:

semi-retired work part time as a Senior Project Manager for Certrec Corporation - Fort Worth Texas

Are You a Registered Voter in the Town of Kittery?

Yes

Do You Have Any Conflicts of Interest?

No

Reason for Application to this Board:

I enjoy the Kittery waterfront and would like to give something back to the community

I have attended at least two meetings of the board for which application is being made:

Have not

I agree to attend all meetings, except for illness/emergency & will advise the Chair when unable to attend:

Agree

Signature

Michael OKeefe

Source URL: <https://www.kitteryme.gov/node/71141/submission/13051>

Links

[1] <https://www.kitteryme.gov/home/webforms/town-kittery-board-committee-application>



Kiwaniis®

October 2, 2023

Town of Kittery Maine
Attention: Jillian Richards – Town Clerk
200 Rogers Road
Kittery, ME 03904

Dear Council Members:

The **Kiwanis Club of the Seacoast** is requesting permission from the Town of Kittery, to sponsor the Annual Kittery Holiday Parade on Saturday December 2, 2023, and have the following Kiwanis Club Member appointed as the Town's Official Parade Committee:

Glen Philbrook

41 Love Lane

Kitter, Maine 03904

The parade will start at Post Office Square at 3:00 pm, follow the traditional parade route through the downtown area, and conclude at the John Paul Jones Park with the tree lighting ceremony.

Should the case of inclement weather, we would like to have the option of a rain date of Sunday December 3, 2023 at 3:00 pm as the back up plan.

The **Kiwanis Club of the Seacoast** has sponsored the parade since 1994 and is looking forward to another successful community event again this year.

If you should have any questions concerning the parade, please contact Glen Philbrook at his cell phone of 603-799-8453 or Dan Witham (Club Secretary).

Respectfully submitted,

Daniel R Witham

Daniel R Witham
Secretary
Kiwaniis Club of the Seacoast
603-590-0099 w or 603-969-4694 c

Kiwanis Club of the Seacoast – PO Box 285 Kittery, ME 03904
Frank Dennett – President **Glen Philbrook – Immediate Past President**
Dan Witham – Secretary **Kathryne O'Connell - Treasurer**



TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328

Application for Appointment to Traffic and Parking Ad Hoc Committee

Name: Debbie Driscoll

Residence: 9 Pepperrell Terrace, Kittery Point,

Mailing (if different): PO Box 207, Kittery Point, ME 03905

E-Mail Address: debi57d@aol.com

Phone Number: (H) (207) 439-0449 **(W)** (207) 439-7502 **(C)** (207) 451-4021

The Town Council is seeking to appoint an ad hoc committee that represents diverse experiences, voices, and interest in assisting the Town develop a comprehensive policy on traffic calming and parking regulations that complies with state and federal regulations, and is synergistic with Title 16, the Bike/Ped Master Plan, the future Climate Action Plan, and the Comprehensive Plan. The policy, as envisioned, will identify which tools or solutions will be acceptable in Kittery (e.g.: speed bumps, permit parking, metered parking, road diets, etc.) given certain circumstances and criteria. The Committee will work with staff and a professional traffic engineering consultant to develop the policy.

The ad hoc committee will conduct its work over the next 12 to 18 months and conclude with a proposed policy and recommendations for actions steps for the Town Council.

Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. Why are you interested in participating in the Traffic and Parking Hoc Committee?

To help improve driving, riding & walking around Kittery.

Own property on Shapleigh Road and would like to be involved in finding the best ways to calm traffic.

2. How do you think the Ad Hoc Committee should approach the challenge of developing a policy where there are a broad range of needs, impacts, and opinions on traffic and parking in neighborhoods, around businesses, and in public areas of interest?

Pull together residents and business owners in areas needing traffic attention.

Offer suggestions to the community at large, allow time for community response.

3. How do you see yourself contributing to the Traffic and Parking Ad Hoc Committee's work?

I have been thinking about a number of ways Shapleigh Road could be improved.

4. Are you a Registered Voter of the Town of Kittery? Yes No

5. Any known conflicts of interest? (Please read below for info on Conflict of Interest):

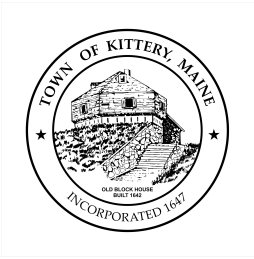
none

DA Quiscale

SIGNATURE OF APPLICANT

9/11/2023

DATE



TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328

Application for Appointment to Traffic and Parking Ad Hoc Committee

Name: _____

Residence: _____

Mailing (if different): _____

E-Mail Address: _____

Phone Number: (H) _____ **(W)** _____ **(C)** _____

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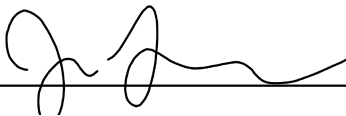
1. Why are you interested in participating in the Traffic and Parking Hoc Committee?

2. How do you think the Ad Hoc Committee should approach the challenge of developing a policy where there are a broad range of needs, impacts, and opinions on traffic and parking in neighborhoods, around businesses, and in public areas of interest?

3. How do you see yourself contributing to the Traffic and Parking Ad Hoc Committee's work?

4. Are you a Registered Voter of the Town of Kittery? Yes No

5. Any known conflicts of interest? (Please read below for info on Conflict of Interest):



SIGNATURE OF APPLICANT

DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

§2605. Conflicts of interest

1. Voting. The vote of a body is voidable when any official in an official position votes on any question in which that official has a direct or an indirect pecuniary interest.

4. Direct or indirect pecuniary interest. In the absence of actual fraud, an official of a body of the municipality, county government or a quasi-municipal corporation involved in a question or in the negotiation or award of a contract is deemed to have a direct or indirect pecuniary interest in a question or in a contract where the official is an officer, director, partner, associate, employee or stockholder of a private corporation, business or other economic entity to which the question relates or with which the unit of municipal, county government or the quasi-municipal corporation contracts only where the official is directly or indirectly the owner of at least 10% of the stock of the private corporation or owns at least a 10% interest in the business or other economic entity.

When an official is deemed to have a direct or indirect pecuniary interest, the vote on the question or the contract is not voidable and actionable if the official makes full disclosure of interest before any action is taken and if the official abstains from voting, from the negotiation or award of the contract and from otherwise attempting to influence a decision in which that official has an interest. The official's disclosure and a notice of abstention from taking part in a decision in which the official has an interest shall be recorded with the clerk or secretary of the municipal or county government or the quasi-municipal corporation.

A. This subsection does not prohibit a member of a city or town council or a member of a quasi-municipal corporation who is a teacher from making or renewing a teacher employment contract with the municipality or quasi-municipal corporation for which the member serves.

6. Avoidance of appearance of conflict of interest. Every municipal and county official shall attempt to avoid the appearance of a conflict of interest by disclosure or by abstention.



TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328

Application for Appointment to Traffic and Parking Ad Hoc Committee

Name: JOAN Cr PERRY
Residence: 2 MOORES CT, KITTERY 03904
Mailing (if different): PO BOX 381 KITTERY
E-Mail Address: JCPKITTERY@PAHO.COM
Phone Number: (H) 207 332 7932 (W) _____ (C) 207 332 7932

The Town Council is seeking to appoint an ad hoc committee that represents diverse experiences, voices, and interest in assisting the Town develop a comprehensive policy on traffic calming and parking regulations that complies with state and federal regulations, and is synergistic with Title 16, the Bike/Ped Master Plan, the future Climate Action Plan, and the Comprehensive Plan. The policy, as envisioned, will identify which tools or solutions will be acceptable in Kittery (e.g.: speed bumps, permit parking, metered parking, road diets, etc.) given certain circumstances and criteria. The Committee will work with staff and a professional traffic engineering consultant to develop the policy.

The ad hoc committee will conduct its work over the next 12 to 18 months and conclude with a proposed policy and recommendations for actions steps for the Town Council.

Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. Why are you interested in participating in the Traffic and Parking Hoc Committee?

I GREW UP IN KITTERY, WENT THROUGH THE SCHOOL SYSTEM TRAMP GRAD 1960 AND KNOW KITTERY ROADS LIKE THE BACK OF MY HAND.

2. How do you think the Ad Hoc Committee should approach the challenge of developing a policy where there are a broad range of needs, impacts, and opinions on traffic and parking in neighborhoods, around businesses, and in public areas of interest?

WE SHOULD START BY DEVELOPING TWO LISTS, ONE FOR TRAFFIC PROBLEMS AND ONE FOR PARKING. LIST ALL PROBLEMS WE CAN CONSIDER FACT, AND ATTACT THE MOST PRESSING

3. How do you see yourself contributing to the Traffic and Parking Ad Hoc Committee's work?

ISSUES FIRST

I HAVE 81 YEARS OF EXPERIENCE IN AND AROUND KITTERY

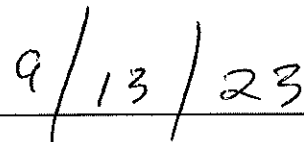
4. Are you a Registered Voter of the Town of Kittery? Yes No

5. Any known conflicts of interest? (Please read below for info on Conflict of Interest):

NONE



SIGNATURE OF APPLICANT



DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

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A. This subsection does not prohibit a member of a city or town council or a member of a quasi-municipal corporation who is a teacher from making or renewing a teacher employment contract with the municipality or quasi-municipal corporation for which the member serves.

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TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328

Application for Appointment to Traffic and Parking Ad Hoc Committee

Name: Kathy Stimson

Residence: 20 Halstead St. Kittery, ME 03904

Mailing (if different): _____

E-Mail Address: Katse@mail614@gmail.com

Phone Number: (H) _____ **(W)** _____ **(C)** 603-965-5479

The Town Council is seeking to appoint an ad hoc committee that represents diverse experiences, voices, and interest in assisting the Town develop a comprehensive policy on traffic calming and parking regulations that complies with state and federal regulations, and is synergistic with Title 16, the Bike/Ped Master Plan, the future Climate Action Plan, and the Comprehensive Plan. The policy, as envisioned, will identify which tools or solutions will be acceptable in Kittery (e.g.: speed bumps, permit parking, metered parking, road diets, etc.) given certain circumstances and criteria. The Committee will work with staff and a professional traffic engineering consultant to develop the policy.

The ad hoc committee will conduct its work over the next 12 to 18 months and conclude with a proposed policy and recommendations for actions steps for the Town Council.

Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. Why are you interested in participating in the Traffic and Parking Hoc Committee?

I would like to help contribute to the betterment of the town both short-term + longterm.

2. How do you think the Ad Hoc Committee should approach the challenge of developing a policy where there are a broad range of needs, impacts, and opinions on traffic and parking in neighborhoods, around businesses, and in public areas of interest?

I think the Committee should be open to all options + possibilities and think outside the box.

3. How do you see yourself contributing to the Traffic and Parking Ad Hoc Committee's work?

Most of my career has been on Project Management Teams as a project ~~co~~ coordinator on Multi Million dollar construction projects.

I work a regular full time day job so I may not be able to always participate during the day.

4. Are you a Registered Voter of the Town of Kittery? Yes No

5. Any known conflicts of interest? (Please read below for info on Conflict of Interest):

no

Kathy Stimson

Kathy Stimson

9/13/23

SIGNATURE OF APPLICANT

DATE



TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328

Application for Appointment to Traffic and Parking Ad Hoc Committee

Lawrence Elbroch

Name: _____

24 Wentworth St, Kittery, ME 03904

Residence: _____

Mailing (if different): _____

larry@elbroch.com

E-Mail Address: _____

207-337-4440

Phone Number: (H) _____ **(W)** _____ **(C)** _____

The Town Council is seeking to appoint an ad hoc committee that represents diverse experiences, voices, and interest in assisting the Town develop a comprehensive policy on traffic calming and parking regulations that complies with state and federal regulations, and is synergistic with Title 16, the Bike/Ped Master Plan, the future Climate Action Plan, and the Comprehensive Plan. The policy, as envisioned, will identify which tools or solutions will be acceptable in Kittery (e.g.: speed bumps, permit parking, metered parking, road diets, etc.) given certain circumstances and criteria. The Committee will work with staff and a professional traffic engineering consultant to develop the policy.

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1. Why are you interested in participating in the Traffic and Parking Hoc Committee?

There is a need for local people to participate on town committees. My location allows me to see the traffic impact on the Foreside community. I, also, bike and walk the Kittery streets and see a need for such a plan.

2. How do you think the Ad Hoc Committee should approach the challenge of developing a policy where there are a broad range of needs, impacts, and opinions on traffic and parking in neighborhoods, around businesses, and in public areas of interest?

Solicit comments from the people/businesses, especially those most impacted by the traffic and parking situation. I believe Kittery has previously performed a traffic study and this may need to be expanded upon.

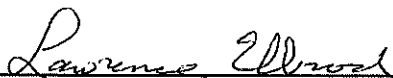
3. How do you see yourself contributing to the Traffic and Parking Ad Hoc Committee's work?

Performing various tasks, as required.

4. Are you a Registered Voter of the Town of Kittery? Yes No

5. Any known conflicts of interest? (Please read below for info on Conflict of Interest):

None; I am a Kittery ballot clerk.



9/14/2023

SIGNATURE OF APPLICANT

DATE



TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328

Application for Appointment to Traffic and Parking Ad Hoc Committee

Shannon Hill

Name: _____

8 Colonial Rd. Kittery

Residence: _____

Mailing (if different): _____

inquire@memeat.com

E-Mail Address: _____

207-703-0219

603-686-07767

Phone Number: (H) _____ **(W)** _____ **(C)** _____

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Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. Why are you interested in participating in the Traffic and Parking Hoc Committee?

I would like to learn about local government and its processes and feel that this is a great place to start. I also co-own a business in the Foreside where parking can be challenging for customers and employees alike.

2. How do you think the Ad Hoc Committee should approach the challenge of developing a policy where there are a broad range of needs, impacts, and opinions on traffic and parking in neighborhoods, around businesses, and in public areas of interest?

Research; physically sitting out and counting traffic during different days/times along with investigative looking into other towns who are growing/changing/evolving and what they have done. What worked? What didn't?

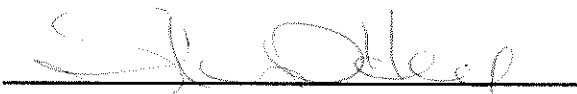
3. How do you see yourself contributing to the Traffic and Parking Ad Hoc Committee's work?

However it's needed.

4. Are you a Registered Voter of the Town of Kittery? Yes No

5. Any known conflicts of interest? (Please read below for info on Conflict of Interest):

Not at this juncture. Our business hopes to purchase a parcel of land in town and should anything arise regarding traffic I would recuse myself.



SIGNATURE OF APPLICANT

9/16/23

DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

§2605. Conflicts of interest

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6. Avoidance of appearance of conflict of interest. Every municipal and county official shall attempt to avoid the appearance of a conflict of interest by disclosure or by abstention.



TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328

Application for Appointment to Traffic and Parking Ad Hoc Committee

Jessica Becker

Name: _____

Business: The Corner Pub 4 Wallingford Square

Residence: _____

Same

Mailing (if different): _____

jess@cornerpubkittery.com

E-Mail Address: _____

Phone Number: (H) n/a **(W)** _____ **(C)** 718.909.6587

The Town Council is seeking to appoint an ad hoc committee that represents diverse experiences, voices, and interest in assisting the Town develop a comprehensive policy on traffic calming and parking regulations that complies with state and federal regulations, and is synergistic with Title 16, the Bike/Ped Master Plan, the future Climate Action Plan, and the Comprehensive Plan. The policy, as envisioned, will identify which tools or solutions will be acceptable in Kittery (e.g.: speed bumps, permit parking, metered parking, road diets, etc.) given certain circumstances and criteria. The Committee will work with staff and a professional traffic engineering consultant to develop the policy.

The ad hoc committee will conduct its work over the next 12 to 18 months and conclude with a proposed policy and recommendations for actions steps for the Town Council.

Please respond the questions below. Please feel free to attach a separate piece of paper if additional space is needed.

1. Why are you interested in participating in the Traffic and Parking Ad Hoc Committee?

I think it's important to be a part of the conversation and effort towards working on the traffic and parking in Kittery. Both the impact on residents and businesses.

2. How do you think the Ad Hoc Committee should approach the challenge of developing a policy where there are a broad range of needs, impacts, and opinions on traffic and parking in neighborhoods, around businesses, and in public areas of interest?

Listening, research, and being open to new ideas seems like a great place to start.

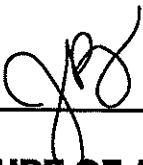
3. How do you see yourself contributing to the Traffic and Parking Ad Hoc Committee's work?

By helping to provide a local business owner's perspective.

4. Are you a Registered Voter of the Town of Kittery? Yes No

5. Any known conflicts of interest? (Please read below for info on Conflict of Interest):

No.



SIGNATURE OF APPLICANT

09.24.23

DATE

Title 30-A: MUNICIPALITIES AND COUNTIES

§2605. Conflicts of interest

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