Agenda
Town Council Meeting
May 13, 2025
Lisbon Town Office
7:00 PM Meeting
Executive Session at 6:30 PM

Town Council
Fern Larochelle, *Chair* 2026
Chris Camire, *Vice Chair* 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

1. CALL TO ORDER & PLEDGE TO FLAG
2. ROLL CALL
   Fern Larochelle, Chair
   Chris Camire, Vice Chair
   Mark Lunt
   Normand Albert
   Jo-Jean Keller
   Jeremy Barnard
   Nick Craig
3. EXECUTIVE SESSION
   A. **(2025-063)** Executive Session for the Acquisition of Real Property or Economic Development per 1 M.R.S.A. § 405(6)(C)
4. PUBLIC HEARINGS
   A. School Budget and School CIP Budget
5. AUDIENCE PARTICIPATION & RESPONSE FOR AGENDA ITEMS
6. COUNCIL ORDERS, RESOLUTIONS, & ORDINANCES
   A. **(2025-064)** Deny a Marijuana-Medical Retail Renewal License for Lisbon Cannabis Company
7. AUDIENCE PARTICIPATION & RESPONSE TO NEW ITEMS
8. EXECUTIVE SESSION
   A. **(2025-065)** Executive Session for Consultations with Legal Counsel per 1 M.R.S.A. § 405(6)(E)
9. ADJOURNMENT

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2025-063)** Executive Session for the Acquisition of Real Property or Economic Development per 1 M.R.S.A. § 405(6)(C)
Date: May 13, 2025

Summary

Recommendation

Attachments
None

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2025-064)** Deny a Marijuana-Medical Retail Renewal License for Lisbon Cannabis Company
Date: May 13, 2025

Summary

Recommendation

Attachments

1. 05-06-2025 - Public Hearing - Marijuana Licenses
2. 5-6-2025 Order Memorandum
3. 2025-04-24 Rehab Agreement - Fully Executed (with engineer and tradesme
4. Lisbon Cannabis - Retail 2025_Redacted
5. May 6 Hearing Memo
6. 2025.05.05 - Letter to Town Council from Landform - AS SENT
7. 2025-05-05 Lisbon Cannabis Permission to Operate
8. 2025-05-06 Applicant's Exhibits
9. 2025-05-09 Town of Lisbon Findings of Fact, Conclusions of Law and Den
10. J.Smith Rehab Affidavit

TOWN OF LISBON
300 Lisbon Street, Lisbon, ME 04250

Alice Richards, *Town Clerk*
Lisa Smith, *Deputy Clerk*

PUBLIC HEARING

Notice is hereby given that the Lisbon Town Council intends to hold a Public Hearing on May 6, 2025 at 7:00 PM at the Town Office at 300 Lisbon Street in the Public Meeting Room to consider:

New Business Licenses for

Crystal Spring Healing Alternative (Medical Marijuana Dispensary License), Lisbon Cannabis (Medical Marijuana Retail License), and River Driver (Adult Use Marijuana Retail License)

The public is invited to attend.

Alice Richards, Town Clerk

Town of Lisbon

Fern Larochelle Chair 2026
Christopher Camire, Vice Chair 2027
Mark Lunt 2025
Normand Albert 2025
Jo-Jean Keller 2025
Jeremy Barnard 2027
Nick Craig 2027

MEMO

To: Town Council
From: Glenn Michalowski, Town Manager
Subject: **(2025-057)** Approve a Medical Marijuana Retail License for Lisbon Cannabis
Date: May 6, 2025

Summary

Lisbon Cannabis Company, through Jason Smith, has submitted an application to renew its license to operate a medical marijuana business at 5 Canal St. The following documents are in the agenda packet:

- The renewal application;
- A copy of a rehabilitation plan from the landlord to remedy violations of Lisbon Code at the Premises by certain deadlines;
- An affidavit from Jason Smith consenting that the Lisbon Town Council shall suspend any license to operate a medical marijuana business at the Premises; and
- A memorandum from Jason Smith's attorney regarding his reading of language in the ordinance regarding the effect of failing to present a timely application for renewal.

Staff recommend issuing the license to operate a medical marijuana business at 5 Canal St. to Lisbon Cannabis Company, through Jason Smith.

Evidence from the Application

According to the license application, Jason Smith owns Lisbon Cannabis Company, which is located on the first floor of the building at 5 Canal Street. 5 Canal Street is owned by Riverbend Investment Properties, LLC (the "Owner" or "Riverbend"), which is equally owned and managed by Lorelei Hilliker and Jason Smith. Ms. Hilliker owns and operates a different business, 207 Edibles, located on the second floor. The Town understands that Mr. Smith has no interest in 207 Edibles and that Ms. Hilliker has no interest in Lisbon Cannabis.

The Code Enforcement Officer / Building Inspector, the Fire Chief/ Health Officer, and Police Chief inspected the premises. The Fire Chief found that the premises do not comply with the applicable life safety code, and the Code Enforcement Officer / Building Inspector found that the premises do not comply with the applicable electrical, plumbing, building, and zoning codes. Both building officials provided a list of violations, which include that 1) the length of the travel distance from portions of the interior first-floor space to the exit exceeds 75'; 2) no permit was secured for the installation of the electrical system; 3) no permit was secured for the installation of the plumbing system; 4) no building permit was secured for the construction associated with the finishing of the interior space and change of uses; and 5) no permit was secured for the installation of the signs on the exterior of the building. The Code Enforcement Officer has issued a notice of violation to Riverbend Investment Properties,

LLC, which is the landlord.
Mr. Smith and Ms. Hilliker are the only members and managers of Riverbend. They agreed in writing that Mr. Smith, for Riverbend, shall enter into a Rehabilitation Agreement with the Town to remedy the Violations and satisfy the Notices of Violation. Mr. Smith and the Town entered into the attached Rehabilitation Agreement, which includes an Exhibit A entitled “Obligations and Deadlines”. The Rehabilitation Agreement requires that Riverbend remedy the Violations of Code at the Premises by meeting the specific Obligations on or before aggressive but attainable Deadlines.
Mr. Smith signed an affidavit, with the same “Obligations and Deadlines” attached as Exhibit A, and swore that:

12. If Riverbend Investment Properties does not meet any of the Obligations by the applicable Deadline, I consent that the Lisbon Town Council shall suspend any license granted to me or to Lisbon Cannabis Company to operate a medical marijuana business at the Premises.
13. I ask that the Town Council renew license number 85 because the Rehabilitation Plan contains aggressive deadlines to attain compliance with Lisbon Code and will make the Premises more safe.

Standard for the Issuance of a Medical Marijuana License
Section 10-610, of the medical marijuana establishments ordinance, provides that:
A license application for a medical marijuana establishment shall be denied by the town council. . . if the applicant, or any owner of the applicant or licensee:
(1) Fails to meet the requirements of this ordinance. . .
(5) Has not acquired all necessary state and local approvals prior to issuance of the license. . .
The ordinance does not provide the option for Council to issue a conditional approval.
Staff Recommend that the Council Approve the Application for a License
Town staff recommend that the Council approve the Lisbon Cannabis license application. The application includes a Rehabilitation Plan to remedy the Code Violations by aggressive Deadlines, and an affidavit consenting to license suspension if the Deadlines are not met.
First, the ordinance reads that the Council shall deny the license application if it “fails to meet the requirements of this ordinance.” An application shall include “evidence of all land use approvals or conditional land use approvals required to operate the medical marijuana establishment, or applications that have been filed and are pending for the required approvals, including but not limited to building permit, conditional or special use approval, change of use permit and/or certificate of occupancy,” according to section 10-605(9).
The Code Enforcement Officer / Building Inspector and Fire Chief have reported to the Council that permits are required to operate a medical marijuana establishment in the premises including, at a minimum, an electrical permit, a plumbing permit, a building permit, a change of use permit, and a sign permit.
As noted, the Rehabilitation Plan would remedy these violations and Mr. Smith has consented to suspension if Riverbend does not meet the Deadlines.

A second ordinance provision requires that the Council deny the application for a similar reason; section 10-610(5) requires that the Council shall deny the license application if the applicant "has not acquired all necessary state and local approvals prior to issuance of the license."
As noted, the Rehabilitation Plan would remedy these Violations and Mr. Smith has consented to suspension if Riverbend does not meet the Deadlines.
Third, after receipt of an application, section 10-606(9) requires the following inspections:
(1)The building inspector shall verify that the premises at which the establishment will be located complies with all applicable town ordinances including, but not limited to, the building code, electrical code, plumbing code, and section 10-611, and shall report findings in writing to the town clerk.
(2)The code officer shall inspect the location or the proposed location to determine whether the applicable ordinances relating to land use issues and building and safety codes issues have been satisfied and shall report findings in writing to the town clerk. . .
(4)The fire chief. . . shall inspect the location or proposed location to determine if all town ordinances and any other applicable regulations concerning fire and safety have been satisfied and shall report findings in writing to the town clerk. . .

The Building Inspector / Code Enforcement Officer and the Fire Chief have reported that the premises at which the establishment will be located does not comply with the electrical code, the plumbing code, the building code, or the zoning code.
As noted, the Rehabilitation Plan would remedy these violations and Mr. Smith has consented to suspension

if Riverbend does not meet the Deadlines.
In addition, and fourth, the Building Inspector / Code Enforcement Officer and the Fire Chief reported that a fire safety issue remains unsatisfied, specifically that the length of the travel distance from portions of the interior firstd-floor space to the exit exceeds 75'.

As noted, the Rehabilitation Plan would remedy these violations and Mr. Smith has consented to suspension if Riverbend does not meet the Deadlines.

Recommendation

Staff recommends that the Town Council approve the renewal of License No. 85 for Lisbon Cannabis Company, operated by Jason Smith, to conduct a medical marijuana business at 5 Canal Street.

Attachments

1. 2025-04-24 Rehab Agreement - Fully Executed (with engineer and tradesmen contracts)(2870866.6)
2. May 6 Hearing Memo
3. Lisbon Cannabis - Retail 2025_Redacted

Riverbend Investment Properties, LLC
5 Canal Street, Lisbon Falls, ME 04252

Seen & Agreed to Rehabilitation Plan

On January 14, 2025, Mark Stambach, a Town of Lisbon (the "Town") Code Enforcement Officer (the "CEO"), cited Riverbend Investment Properties, LLC ("Riverbend") for thirteen violations of the Town's Code of Ordinances. On February 3, 2025, CEO Stambach cited Riverbend for a fourteenth violation at the Premises. The first eight violations listed on the January 14, 2025 notice of violation have been remedied and, as of April 7, 2025, seven violations (collectively, the **"Violations"**) remain at the Premises.

The Town and Riverbend agree to this Rehabilitation Plan ("Plan") to remedy the Violations in a timely manner, as follows:

1. Riverbend, by and through its current Managers, shall ratify this Agreement and authorize Manager Smith to satisfy the Town's demand for Riverbend's demonstration of "ability and willingness" to perform the obligations detailed herein, by execution of a separate Member-Manager Action by Consent in Lieu of Meeting contemporaneously herewith (collectively referred to as "Authority");

2. Upon such Authority, Riverbend's tenant Lisbon Cannabis Company[i] will extend a line of credit, to Riverbend, in the amount of twenty thousand dollars ($20,000) and provide proof of same to the Town, the sufficiency of which is subject to the Town's ongoing approval, with appropriate safeguards to protect the confidential and protected information therein;

3. Riverbend shall meet the Obligations and Deadlines attached hereto as 'Attachment A' and incorporated herein.[ii]

Riverbend
By: Jason Smith
Its: Manager

Town of Lisbon
By: Glenn Michalowski
Its: Town Manager

[i] Lisbon Cannabis Company ("LCC") is a business entity wholly owned by Manager Smith, separate from Riverbend, and not a party to this Agreement. Assuming the necessary and proper authorization or ratification of this Agreement and performance of the obligations herein, LCC's agreement to provide current and/ or future extension of a line of credit to Riverbend, for Manager Smith's use to remedy the Violations and achieve compliance with the Town's Code of Ordinances, does not constitute a waiver its separate and independent rights to defend or act of its own volition to secure its separate and independent rights and interests that are implicated by the Town's notice(s) of violations and/ or action(s) against Riverbend.

In other words, nothing contained herein should be construed or interpreted as LCC's waiver of any or all its independent rights and remedies available at law and there are no provisions of this Agreement may be reasonably interpreted otherwise.

[ii] The obligations and deadlines are attached separately for reference or inclusion in any ancillary matters.

Exhibit A
Obligations and Deadlines

On January 14, 2025, Mark Stambach, a Town of Lisbon ("Lisbon" or the "Town") Code Enforcement Officer ("CEO"), cited Riverbend Investment Properties, LLC ("Riverbend") for twelve violations (numbered 1-7 and 9-13) of the Lisbon Code of Ordinances at the real estate located at 5 Canal St., Lisbon Falls, Maine 04252, Lisbon Tax Map U05, Lot 013 (the "Premises"). On February 3, 2025, CEO Stambach cited Riverbend for a thirteenth violation at the Premises. The first seven violations listed on the January 14, 2025 notice of violation have been remedied and, as of April 10, 2025, the following violations (collectively, the "**Violations**") remain at the Premises:

VIOLATION 9: The length of the travel distance from portions of the interior second-floor space, that had been used by 207 Edibles, to the exit exceeds 75', in violation of sections 105.1, 1006.2.1 of the International Building Code, 2015 edition, (the IBC) as adopted by the Maine Uniform Building and Energy Code (MUBEC) and the Town of Lisbon Ordinances Section 54-31.

VIOLATION 10: No permit was secured for the installation of the electrical system as required by the IBC section 105.1.

VIOLATION 11: No permit was secured for the installation of the plumbing system, as required by the Maine State Plumbing Code, Uniform Plumbing Code 2015 edition, Section 104.1.and the Lisbon Zoning Ordinance, Section 70-66.

VIOLATION 12: No building permit was secured for the construction associated with the finishing of the interior space and change of uses as required by the IBC section 105.1.

VIOLATION 13: No permit was secured for the installation of the signs on the exterior of the building as required by the Zoning Ordinance of Town of Lisbon, Section 70-713 and 70-719(1).

VIOLATION 14: The length of the travel distance from portions of the interior first-floor space to the exit exceeds 75', in violation of IBC section 105.1, 1006.2.1.

Riverbend, acting solely through Manager Jason Smith, duly authorized, shall remedy the Violations according to the following deadlines (the **Obligations and Deadlines**):

1. Riverbend shall remedy VIOLATION 9, 12, and 14 and shall direct and cause a design professional ("Riverbend Designer") to assess and achieve compliance with the applicable building code provisions regulating the fire safety egress, among other provisions, according to the following deadlines:

a. By April 24, 2025, Riverbend shall provide the Town with an executed written contract that binds the Riverbend Designer to timely complete the services sufficient to satisfy the requirements of this section.

b. By June 16, 2025, Riverbend shall,

i. Direct and cause the Riverbend Designer to provide to the Town stamped plans sufficient to satisfy the requirements of this section;

ii. Provide the Town with an executed contract to bind a contractor to timely complete any work required to satisfy the requirements of this section; and

iii. Direct and cause the Riverbend Designer or a qualified contractor to file complete applications for all required building and occupancy permits sufficient to satisfy the requirements of this section.

c. By June 30, 2025, Riverbend shall satisfy the requirements of this section;

2. Riverbend shall remedy VIOLATION 10, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a master electrician ("electrician") to timely complete the services sufficient to satisfy the requirements of this section.

   b. By May 19, 2025, Riverbend shall direct and cause an electrician to file complete applications for all permits required to satisfy the requirements of this section,

   c. By June 16, 2025, Riverbend shall direct and cause an electrician to complete all work necessary to satisfy the requirements of this section.

3. Riverbend shall remedy VIOLATION 11, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a licensed plumber ("plumber") to timely complete the services sufficient to satisfy the requirements of this section.

   b. By May 19, 2025, Riverbend shall direct and cause a plumber to file complete applications for all permits required to satisfy the requirements of this section,

   c. By June 16, 2025, Riverbend's shall direct and cause a plumber to complete all work necessary to satisfy the requirements of this section.

4. By August 11, 2025, Riverbend shall comply with VIOLATION 13;

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RIVERBEND INVESTMENT PROPERTIES, LLC

MEMBERS' ACTION BY CONSENT, IN LIEU OF MEETING

MANAGERS' ACTION BY CONSENT, IN LIEU OF MEETING

The undersigned, being all of the Members of Riverbend Investment Properties, LLC (**Riverbend**) and all of the Managers of Riverbend, take the following action in lieu of formal meetings, hereby waiving all notice of such meetings and waiving the holding of any such meeting to act upon these resolutions.

WHEREAS, on or about January 13, 2025, CEO Mark Stambach, Lisbon CEO, issued a Notice of Violation (**Notice of Violation I**) citing Riverbend for thirteen violations of the Lisbon Code of Ordinances; and

WHEREAS, on or about February 3, 2025, CEO Stambach issued a Notice of Violation (**Notice of Violation II** and, collectively with Notice of Violation, the **Notices of Violation**) citing Riverbend for a fourteenth violation (collectively, with VIOLATION 9 through VIOLATION 13, the **Violations**) of the Lisbon Code of Ordinances; and

WHEREAS, the first eight violations listed on Notice of Violation I have been remedied; and,

WHEREAS, Riverbend faces liability on the Notices of Violation that includes, but is not limited to, civil penalties that accrue in the amount of $100 to $5,000 per-day, per-violation; the requirement to reimburse the Town’s attorneys’ fees and costs to enforce the Notices of Violation; and, an administrative order and/or judicial injunction that the Premise shall not be occupied or used; and,

WHEREAS, a Compliance Agreement, attached hereto as Exhibit A, sets forth the Violations and Riverbend’s **Obligations and Deadlines** for their remedy;

NOW, THEREFORE,

RESOLVED That Riverbend shall take such steps and to enter into such contracts as may be necessary to timely meet the Obligations and Deadlines, as set forth in Exhibit A.

RESOLVED That Riverbend, through Manager Smith, shall enter into a Rehabilitation Agreement with the Town as may be necessary to remedy the Violations, satisfy the Notices of Violation, and/or limit liabilities to Riverbend or its tenants, with the understanding that such Rehabilitation Agreement may be incorporated in a judicially enforceable Maine District Court judgment.

RESOLVED That Riverbend shall enter into such a consent judgment with the Town, to satisfy the Notices of Violation and/or limit liabilities to Riverbend or its tenants, with the understanding that the Town may file such consent judgment may be judicially enforceable if entered in Maine District Court.

RESOLVED: That Jason Smith, either individually or through Lisbon Cannabis Company, shall be responsible for any costs associated with VIOLATION 13, including but not limited to any costs to remedy it or civil penalties associated with it.

RESOLVED: That both Managers shall ensure that any design professional or tradesmen contracted with pursuant to the authorizations in this Members' Action by Consent, In Lieu of Meeting, and Town representatives may access the Premises for inspection, completion of all necessary work at Riverbend, approvals and permitting, on a timeline satisfactory to the Town.

RESOLVED: That Manager Smith shall be authorized and directed to take such action and enter into such agreements to specifically perform the actions described in the resolutions above in furtherance and facilitation of Riverbend's performance of the Rehabilitation Plan, including the obligations and deadlines therein, attached hereto.

RESOLVED: That this resolution may be executed in counterparts.

The undersigned, being all of the Members of Riverbend and all the Managers of Riverbend, hereby consent to the above-designated actions, and direct the Clerk to file said Consent with the minutes of the Members' meetings and the minutes of the Managers' meetings.

Dated: April 10, 2025

By: Jason P. Smith, Member

By: Lorelei L. Hilliker, Member

By: Jason P. Smith, Manager

By: Lorelei L. Hilliker, Manager

RESOLVED That Riverbend shall enter into such a consent judgment with the Town, to satisfy the Notices of Violation and/or limit liabilities to Riverbend or its tenants, with the understanding that the Town may file such consent judgment may be judicially enforceable if entered in Maine District Court.

RESOLVED: That Jason Smith, either individually or through Lisbon Cannabis Company, shall be responsible for any costs associated with VIOLATION 13, including but not limited to any costs to remedy it or civil penalties associated with it.

RESOLVED: That both Managers shall ensure that any design professional or tradesmen contracted with pursuant to the authorizations in this Members' Action by Consent, In Lieu of Meeting, and Town representatives may access the Premises for inspection, completion of all necessary work at Riverbend, approvals and permitting, on a timeline satisfactory to the Town.

RESOLVED: That Manager Smith shall be authorized and directed to take such action and enter into such agreements to specifically perform the actions described in the resolutions above in furtherance and facilitation of Riverbend's performance of the Rehabilitation Plan, including the obligations and deadlines therein, attached hereto.

RESOLVED: That this resolution may be executed in counterparts.

The undersigned, being all of the Members of Riverbend and all the Managers of Riverbend, hereby consent to the above-designated actions, and direct the Clerk to file said Consent with the minutes of the Members' meetings and the minutes of the Managers' meetings.

Dated: April 10, 2025

By: Jason P. Smith, Member

By: Lorelei L. Hilliker, Member

By: Jason P. Smith, Manager

By: Lorelei L. Hilliker, Manager

Exhibit A
Obligations and Deadlines

On January 14, 2025, Mark Stambach, a Town of Lisbon ("Lisbon" or the "Town") Code Enforcement Officer ("CEO"), cited Riverbend Investment Properties, LLC ("Riverbend") for twelve violations (numbered 1-7 and 9-13) of the Lisbon Code of Ordinances at the real estate located at 5 Canal St., Lisbon Falls, Maine 04252, Lisbon Tax Map U05, Lot 013 (the "Premises"). On February 3, 2025, CEO Stambach cited Riverbend for a thirteenth violation at the Premises. The first seven violations listed on the January 14, 2025 notice of violation have been remedied and, as of April 10, 2025, the following violations (collectively, the "**Violations**") remain at the Premises:

VIOLATION 9: The length of the travel distance from portions of the interior second-floor space, that had been used by 207 Edibles, to the exit exceeds 75', in violation of sections 105.1, 1006.2.1 of the International Building Code, 2015 edition, (the IBC) as adopted by the Maine Uniform Building and Energy Code (MUBEC) and the Town of Lisbon Ordinances Section 54-31.

VIOLATION 10: No permit was secured for the installation of the electrical system as required by the IBC section 105.1.

VIOLATION 11: No permit was secured for the installation of the plumbing system, as required by the Maine State Plumbing Code, Uniform Plumbing Code 2015 edition, Section 104.1.and the Lisbon Zoning Ordinance, Section 70-66.

VIOLATION 12: No building permit was secured for the construction associated with the finishing of the interior space and change of uses as required by the IBC section 105.1.

VIOLATION 13: No permit was secured for the installation of the signs on the exterior of the building as required by the Zoning Ordinance of Town of Lisbon, Section 70-713 and 70-719(1).

VIOLATION 14: The length of the travel distance from portions of the interior first-floor space to the exit exceeds 75', in violation of IBC section 105.1, 1006.2.1.

Riverbend, acting solely through Manager Jason Smith, duly authorized, shall remedy the Violations according to the following deadlines (the **Obligations and Deadlines**):

1. Riverbend shall remedy VIOLATION 9, 12, and 14 and shall direct and cause a design professional ("Riverbend Designer") to assess and achieve compliance with the applicable building code provisions regulating the fire safety egress, among other provisions, according to the following deadlines:

a. By April 24, 2025, Riverbend shall provide the Town with an executed written contract that binds the Riverbend Designer to timely complete the services sufficient to satisfy the requirements of this section.

b. By June 16, 2025, Riverbend shall,

i. Direct and cause the Riverbend Designer to provide to the Town stamped plans sufficient to satisfy the requirements of this section;

ii. Provide the Town with an executed contract to bind a contractor to timely complete any work required to satisfy the requirements of this section; and

iii. Direct and cause the Riverbend Designer or a qualified contractor to file complete applications for all required building and occupancy permits sufficient to satisfy the requirements of this section.

c. By June 30, 2025, Riverbend shall satisfy the requirements of this section;

2. Riverbend shall remedy VIOLATION 10, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a master electrician ("electrician") to timely complete the services sufficient to satisfy the requirements of this section.

   b. By May 19, 2025, Riverbend shall direct and cause an electrician to file complete applications for all permits required to satisfy the requirements of this section,

   c. By June 16, 2025, Riverbend shall direct and cause an electrician to complete all work necessary to satisfy the requirements of this section.

3. Riverbend shall remedy VIOLATION 11, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a licensed plumber ("plumber") to timely complete the services sufficient to satisfy the requirements of this section.

   b. By May 19, 2025, Riverbend shall direct and cause a plumber to file complete applications for all permits required to satisfy the requirements of this section,

   c. By June 16, 2025, Riverbend's shall direct and cause a plumber to complete all work necessary to satisfy the requirements of this section.

4. By August 11, 2025, Riverbend shall comply with VIOLATION 13;

###

Apr 24, 2025

Jason Smith
Riverbend Investment Properties LLC
60 Capital Ave
Lisbon Falls, ME 04252
(207) 522- 0209
jasonlcc365@gmail.com
c/o Johnathan R. Berry, Esq.
jberry@berrygrouplaw.com
(207) 776-1785

RE: 5 Canal St., Lisbon Falls, Maine - Structural Design

Dear Jason,

Thank you for the opportunity to assist with this project. As discussed, this proposal will outline the scope of engineering services to be provided by Criterium Engineers, as well as the fees associated with our services.

DESCRIPTION:

The building located at 5 Canal Street is understood to be a 5,376-square-foot commercial property. Constructed in 1920, the two-story structure sits on approximately 1.31 acres of land. It is our understanding that the property has been cited for multiple code violations listed below. The Code Enforcement Officer for the Town of Lisbon has requested that stamped drawings be provided by a Licensed Structural Engineer to be in compliance with applicable building code requirements pertaining to fire safety and means of egress by June 16, 2025.

The following two violations are to be addressed by Criterium:

VIOLATION 9: The length of the travel distance from portions of the interior second-floor space, that had been used by 207 Edibles, to the exit exceeds 75', in violation of sections 105.1, 1006.2.1 of the International Building Code, 2015 edition, (the IBC) as adopted by the Maine Uniform Building and Energy Code (MUBEC) and the Town of Lisbon Ordinances Section 54-31.

VIOLATION 14: The length of the travel distance from portions of the interior first-floor space to the exit exceeds 75', in violation of IBC section 105.1,1006.2.1.

The Maine Uniform Building and Energy Code (MUBEC) now uses the 2021 ICC codes, which calls for a maximum distance to the exit, with a sprinklered building, of 125' (see IBC 2021 1006.2.1 https://up.codes/s/egress-based-on-occupant-load-and-common-path-of-egress-travel-distance.)

SCOPE:

A licensed Professional Engineer will perform a limited visual inspection to evaluate and take measurements of the current means of egress on the first and second floor, specific to Violation 9 and 14 listed above. After the inspection has been completed, Criterium Engineers will develop designs for both exits to meet code requirements. If requested by the Town of Lisbon, we will conduct a follow-up site visit to observe the completed work and provide a report summarizing our observations.

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Criterium is not responsible for the design of electrical or plumbing systems. We are not responsible for any incorrect information provided to us.

If the engineer is not retained, paid and/or permitted to provide construction phase services, Client assumes all responsibility for interpretation of the Contract Documents and for construction observation or review to discover, correct or mitigate errors, inconsistencies or omissions. Further, if the Client directly or through another party authorizes deviations from the document prepared by Criterium for this project, the Client waives any claims against Criterium that may be in any way connected thereto and shall indemnify and hold Criterium harmless from and against claims, losses, damages and expenses.

PROJECT TEAM:

Chief Engineer - Rebecca Costigan, P.E., C.E.M., LEED-AP - Rebecca is a Mechanical Engineer with over 25 years of experience in sustainable energy and building systems. She continues to provide direction in developing engineering-related services from building condition and building envelope evaluations for commercial, residential, and Homeowner Associations and has developed our national ongoing quality assurance and technical assistance program for active construction projects throughout the country.

Project Engineer- Helen Watts, P.E. – Ms. Watts is a structural engineer with PE licensure in eighteen states, with over 40 years of experience in construction, facilities engineering, inspection, and structural design for repairs, new construction and building modifications.

Technical Lead - Blaise Nganyi, P.E. - Blaise is a licensed structural engineer experienced in designing and analyzing complex structural systems for commercial and residential buildings. He is a licensed Professional Engineers (P.E.) in New Hampshire.

Client Success Manager - Katelyn Rice - Katelyn is actively engaged in a variety of structural projects within our Freeport office.

As needed, other members of the Criterium team may be assigned to this project.

FEES:

Our estimated fee for the inspection and design is: **$6,300.00** (time and expenses)

Site Visit: $1,500.00 Lump Sum *(this is an additional fee if site visit is required by the Town of Lisbon after construction)*

To begin work on this project, we request initial payment of $4,000.00.

This initial payment will be applied to the total cost of your project. A check for any unused funds will be mailed to the billing address provided. Monthly invoices will be submitted for projects exceeding the initial payment.

Time & Expense: You will be invoiced for the actual hours required to complete the scope provided in this proposal, as well as any related out-of-pocket expenses. Hourly rates are included on the attached Standard Terms and Conditions. If we anticipate deviating from our estimate by more than 20 percent, we will advise you in advance and require your authorization to continue work. If a change in our scope of work and/or estimated fees is required, we will send a change order request for your approval. The change order request will provide the updated scope, and any associated fees. Additional funds may be required to proceed.

Lump Sum: This assumes no significant change in the scope of work that you have requested of us. Final payment will be due after we submit our report and invoice.

If you are submitting plans to the town, they may request modifications or updates in accordance with their specific requirements. This proposal includes one hour allocated for a Professional Engineer to review comments from the Town and to implement revisions. Any revisions requiring more than one hour will be invoiced using hourly rates provided in the attached Standard Terms and Conditions.

The rates and terms included in this proposal are valid for 90 days from Apr 24, 2025. Payment and conditions are subject to our Standard Terms and Conditions attached.

SCHEDULE:

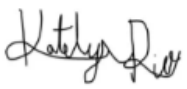
We are prepared to have plans complete by June 16, 2025, provided the proposal is signed and initial payment received by May 2, 2025.

To move forward with this project, please sign the attached Client Authorization page. After we receive your signed authorization, we will send an invoice for the initial payment amount of $4,000.00 and a link to submit payment.

Additional scheduling information will be provided after we receive the signed Client Authorization form and the initial payment. If you have any questions, or if the scope outlined in this proposal is unclear or does not fully address your needs, please give me a call to discuss.

We look forward to working with you on this project.

Sincerely,



Katelyn Rice
Client Success Manager
Criterium Engineers

Enclosures: Client Authorization
Standard Terms and Conditions

CRITERIUM ENGINEERS

CLIENT AUTHORIZATION

DATE:	Apr 24, 2025
CLIENT:	Lisbon Cannabis Company
PROJECT TITLE:	5 Canal St., Lisbon Falls, Maine Structural Design
ESTIMATED FEES:	$6,300.00 Time & Expense
	$1,500.00 Lump Sum per site visit if requested
DUE UPON AUTHORIZATION:	$4,000.00

Payment of the estimated fees is due upon submission of this Client Authorization. ***Criterium can not begin working on your project until payment has been received.*** This project will be invoiced based the actual time (hours) spent by our team, plus any related out-of-pocket expenses.

The estimate provided includes fees for our anticipated time and all expenses, based on the information made available to Criterium Engineers to date. If we anticipate deviating from our estimate by more than 20 percent, we will advise you in advance and will require your authorization to continue work on the project. If additional work is requested, we will revise this estimate accordingly.

Hourly rates are included on the attached standard terms and conditions.

I hereby authorize Coast to Coast Engineering Services, Inc., d/b/a Criterium Engineers to undertake the engineering services as described in the accompanying proposal letter dated Apr 24, 2025 and guarantee payment of all fees and expenses when invoiced, less any credits due by prepayments or retainers. I further agree to make payment(s) for the services rendered in accordance with the enclosed Standard Terms and Conditions of Criterium Engineers dated April 18, 2024. I have read and understand the description of services to be provided, any noted limits on those services and the Standard Terms and Conditions.

April 24, 2025
Date

Authorized Signature *(one signature binds all parties)*

Jason Smith, as duly authorized Manager
Print Name

For: Riverbend Investment Properties, LLC
(Entity)

Please sign electronically, or print and return a signed copy to:
Katelyn Rice krice@criterium-engineers.com.

Section 1: Standard of Service

Criterium Engineers (Criterium) provides its clients with quality service. Services performed by Criterium under this agreement will be conducted in a manner consistent with that level of care and skill that is ordinarily exercised by members of the profession currently practicing under similar conditions at the time the services are performed. No other warranty or guarantee whatsoever, express, or implied, is made. Client recognizes that interpretations and recommendations of Criterium are based solely on the information available to the company and the experience, technical qualifications, and professional judgment of the individual(s) performing services. Criterium will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

Section 2: Charges

Services are provided on a lump sum or an hourly basis plus necessary out-of-pocket costs. Current hourly rates are as follows:

Staff Engineering & Architects	$160.00 - $200.00/hr.
Senior Engineering & Architects	$210.00 - $275.00/hr.
Field Engineering Technician Services	$145.00 - $170.00/hr.
Senior Field Engineering Technician Services	$175.00 - $200.00/hr.
Project Management	$125.00 - $150.00/hr.
CAD/Drafting/Detailing	$125.00 - $140.00/hr.
Administrative	$80.00 - $95.00/hr.
Specialty Services (including Litigation and Expert Witness)	Project Specific

Where appropriate, company and personal vehicles used with project work will be charged at the current IRS rate or other stated rate per mile. Vehicle rental or special vehicle/specialized equipment requirements will be charged directly to the client. Out-of-pocket costs such as printing, word processing, reproduction, special consultant fees, permits, special equipment, extraordinary insurance, fares, telephone, overnight lodging or meals expense, and other similar project-related costs are billed at cost plus 10 percent. If Criterium shall be charged more than a nominal fee to obtain public information or documents of record from government offices and public agencies Criterium may pass those costs along to you, our client, at cost plus 10 percent in addition to all other fees in our proposal.

Section 3: Terms of Payment, Invoice Submittals

Criterium requires a retainer fee to be paid before commencing any project. Extended engagements may require interim invoicing on a weekly, monthly, or other basis. At the completion of the project, we will issue a final invoice.

Payment of each invoice is due upon presentation of our report unless credit terms have been established and are included in our project agreement. Unless otherwise agreed to in writing, invoices issued to clients with established credit will be due within 10 days from date of invoice. Failure to pay invoices within the allotted time period will constitute a breach of contract and may result in suspension of work until such time as all overdue payments are made in full. Should any suspension occur because of overdue payments, the time for contract completion, if any is stated, shall be extended by the period of the suspension.

Updated April 18, 2024

All outstanding invoiced balances remaining unpaid for thirty (30) days after date of invoice will be charged a finance charge in the amount of 1½ percent per month from the date of invoice, with the annual percentage rate being 18 percent, computed on a monthly basis. In the event that any invoice remains unpaid and it becomes necessary, in the opinion of Criterium, to initiate collection procedures, the client hereby agrees to pay all collection costs including, but not limited to, reasonable fees for attorneys retained by Criterium and court costs at our standard billing rate for time necessitated in court appearances or presentation of claim to the appropriate court jurisdiction. Exceptions to the foregoing "Terms of Payment, Invoice Submittal" must be specified in writing as part of our confirmation letter or project agreement.

Section 4: Insurance

Criterium represents and warrants that it is protected by Workers Compensation insurance and has such coverage under Public Liability and Property Damage insurance policies which Criterium deems adequate. Certificates for all such policies of insurance shall be provided to the Client upon request in writing. Criterium shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff, and other consultants employed by client.

Section 5: Limitation of Liability

5.a. To the fullest extent permitted by law, neither Criterium, its consultants, nor their agents or employees shall be jointly, severally, or individually liable to client in excess of the compensation to be paid pursuant to this agreement or of Twenty-Five Thousand Dollars ($25,000.00), whichever is greater, by reason of any claim, loss, costs, or damages whatsoever arising out of, resulting from or in any way related to this Project or Contract, including but not limited to breach of contract or negligence.

5.b. Criterium is not responsible for site conditions or the contractor's performance of the work, including supervision and safety measures.

5.c. Mutual Waiver of Consequential Damages: In no event shall Criterium or client be liable to each other for any indirect or consequential damages arising out of or relating to this Contract.

Section 6: Indemnification

Criterium agrees to defend (subject to the provisions herein), indemnify, and hold harmless Client from and against any claims, liabilities, actions, demands, losses, damages, costs and expenses sustained by any person or entity to the extent caused by Criterium's negligent acts, errors or omissions in connection with the services performed hereunder. Except however, and notwithstanding any other terms in or applicable to this agreement, in regards to claims, liabilities, actions, demands, losses, damages, costs and expenses caused by the negligent acts, errors or omissions of Criterium during the performance of professional services, it is expressly agreed that Criterium's duty to defend Client shall be limited to reimbursing Client's reasonable costs, attorney fees and expenses incurred in its own defense to the extent of the claim caused by Criterium.

Client agrees to defend, indemnify, and hold harmless Criterium from and against any claims, liabilities, actions, demands, losses, damages, costs and expenses arising out of or resulting from the use, reuse or modification of the information for any project other than the named project or any third-party not granted reliance on Criteriums' reports and services.

Section 7: Confidentiality

Criterium shall maintain confidential and not disclose to others without Client's prior written consent, all information received from Client, not otherwise previously known to Criterium or part of the public domain through the lawful

publication or communication by others. On behalf of itself or any other person, Criterium shall not, without prior written consent, use any portion of the information for any purpose except for the services being provided.

Section 8: Copyright and Proprietary Data

These Standard Terms and Conditions and the accompanying Proposal are protected by copywrite, and the technical and pricing information contained in this document and the accompanying Proposal is to be considered Confidential and Proprietary. These documents and the information are not to be disclosed or made available to third parties without Criterium's express written consent.

Section 9: Ownership of Documents

All reports, field data, field notes, calculations, estimates and other documents prepared by Criterium, as instruments of service, shall remain the property of Criterium. Our ownership includes all associated copyrights and the right of reuse, regardless of whether or not the Project is completed. Criterium shall, upon receipt of full payment for services rendered, grant Client a limited, exclusive, revocable license to use the reports and other deliverables for the project specified (only). Any use other than on the named project is strictly prohibited. Any reuse or modification of the documents, without written verification, completion, or adaptation by Criterium, as appropriate for the specific purpose, will be at Client's sole risk and without liability or legal exposure to Criterium. Client agrees that all reports furnished to Client or his agents, which are not paid for, will be returned upon demand and will not thereafter be used by Client for any purpose whatever. Client shall defend, indemnify, and hold harmless Criterium from any and all claims arising from Client's reuse, modification, or disclosure of the instruments of service or other work product produced hereunder to any third parties.

Criterium will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to Client at all reasonable times.

Section 10: Copies of Document

Subject to the terms in the preceding section, Criterium agrees to furnish client with an electronic copy of our report, drawings, or documents relating to the services performed. Hard copies, bound or unbound, may be provided upon request at a charge of cost plus 10 percent at Criterium Engineers sole discretion. Criterium shall retain an electronic copy of the final report in its files for a period of five years.

Section 11: Client Responsibilities

Client agrees to provide all requested and relevant information in a timely manner. Failure to provide information within the agreed upon timeframe may delay the completion of the services within the agreed upon timeframe. It is not the responsibility of Criterium to verify the accuracy or relevance of the information supplied. Criterium is relying on the accuracy, completeness and appropriateness of client-provided information.

Criterium is performing the Services so that Client may utilize the information and recommendations contained in the reports, produced as instruments of service, which are not intended to be comprehensive, to effect prudent and timely decisions necessary for, among other things, the purchase, refinance, budgeting, planning, care, operation and maintenance of the property, as well as the safety of the occupants and other users.

Unless clearly defined in the project's scope, it is understood and agreed that Criterium shall not be responsible for implementing the recommendations as part of its Services. Criterium shall not be responsible or liable for Client's determination to implement or not implement Criterium's recommendations, or for the services performed by any consultant(s) and/or contractor(s) whom Client may select to implement such recommendations. Further, it is understood

that Criterium is not responsible or liable, and Client shall hold Criterium harmless, for any effects or hazardous conditions on the property, including the services or work performed by the consultant(s) and/or contractor(s) in the design and construction of the property.

Section 12: Images

Client hereby acknowledges and agrees that Criterium and/or its agents may create or obtain images, photographs, and/or video and/or audio recordings of the Property during the Project, including inspection of the Property (collectively, "Images"). Client agrees that Criterium may use such Images for Criterium purposes, including but not limited to education, internal training, scholarship, research, marketing, advertisement, and promoting Criterium's website, products, services, or ideas.

Section 13: Force Majeure

Criterium shall not be responsible or liable for any failure or delay in the performance of its obligations under this contract arising out of or resulting from any cause or event beyond our control, such as war, strike, crime, epidemic/pandemic, regulations and/or restriction imposed by any government agency, or other event.

Section 14: Termination and Assigns

This agreement to perform engineering services may be terminated by either party by written notice. In the event of termination, Criterium shall be paid for services performed and expenses incurred up to the termination notice date, plus any expenses or penalties resulting from the termination. Neither the Client nor Criterium may delegate, assign, sublet or transfer his duties or interest in this agreement without the written consent of the other party.

Section 15: Controlling Agreement

To the extent the accompanying Proposal and these Standard Terms and Conditions are inconsistent or contradictory, the Proposal takes precedence. Except when specifically acknowledged by Criterium, any terms and conditions set forth in Client's purchase order, requisition, notice, authorization or other documentation are inapplicable to the services.

Section 16: Disputes

If, in your opinion as our client, or that of any third party granted reliance on Criteriums' reports or services, Criterium was negligent or in breach of contract, to the fullest extent permitted by law, any action arising out of or related to the services provided must be brought to our attention no later than one (1) year after our field visit. In the event this limiting period is not enforceable under the applicable jurisdiction, then the period shall be revised to reflect the shortest duration legally enforceable or, if no limiting period is enforceable, then this provision shall be stricken without voiding the remaining provisions of the Agreement.

If, in your opinion as our client, Criterium was negligent or in breach of contract, you shall make no claim for professional negligence, either directly or in a third party claim, against Criterium unless you have first provided Criterium with a written certification (Certificate of Merit) executed by an independent licensed Professional Engineer currently practicing in the same discipline as Criterium and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Professional Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Criterium not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any institution or legal or equitable proceeding.

This Agreement is to be governed by and construed in accordance with the laws in the state where the project is performed.

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

In addition to and prior to arbitration, the parties agree to negotiate all disputes in good faith for a period of thirty (30) days from the date of bringing the concerns to our attention. If such negotiations do not resolve the concerns, the parties shall further endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

In no event shall the demand for mediation be made after the date when institution or legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

If the Client brings an action against Criterium and Criterium prevails, Criterium shall be entitled to recover costs and expenses, including reasonable attorneys' fees and costs.

Riverbend Investment Properties, LLC
5 Canal Street, Lisbon Falls, ME 04252

Riverbend Electrician Agreement: VIOLATION 10

This contract is made not later than the 24th day of April, 2025 by and between Riverbend Investment Properties, LLC ("**Riverbend**") and Jonathan Morse, Morse Electric (hereinafter the "**Riverbend Electrician**").

RECITALS

WHEREAS Riverbend has entered into a Consent Judgment & Rehabilitation Agreement, subject to strict enforcement and an aggressive timeline (the "**Riverbend Rehab Agreement**", with the Town of Lisbon (the "**Town**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein;

WHEREAS Riverbend must remedy **VIOLATION 10** (expressly defined in **Exhibit A**) by retaining, directing and causing the **Riverbend Electrician** to assess and achieve compliance with the applicable building code provisions regulating **VIOLATION 10**, i.e., fire safety egress, etc., on or before the strict deadlines identified and subject to strict enforcement by the **Town** (the "**Riverbend Electrician Agreement**");

WHEREAS Riverbend Electrician has the requisite skills, licensures and ability to perform all the work necessary to cure **VIOLATION 10** on or before the strict deadlines identified and subject to strict enforcement by the **Town**;

WHEREAS the **Riverbend Electrician Agreement** together with any other any written contract required by **Riverbend Electrician** (attached hereto or enclosed herewith, if any) fully integrated, constitutes the entire understanding of the parties, and supersedes all prior proposals or agreements (the "**Agreement**");

WHEREAS the provisions of this contract are severable such that the valid provisions shall survive in full force and effect in the event any one or more provisions are determined to be invalid and unenforceable by a court of law;

WHEREAS the **Agreement** shall be construed, interpreted, and enforced in accordance with the laws of the State of Maine;

WHEREAS Riverbend Electrician has been afforded ample opportunity to review this **Agreement**;

WHEREAS time is of the essence.

RIVERBEND ELECTRICIAN AGREES AS FOLLOWS:

1. **Riverbend Electrician** will execute this **Agreement** and return same to **Riverbend** for filing with the Town, on or before April 24, 2025, at 4:30p;

2. **Riverbend Electrician** will perform all services sufficient to cure and satisfy the requirements of **VIOLATION 10** (see attached **Riverbend Rehab Agreement, Exhibit A**), as follows:

a. On or before May 19, 2025, the **Riverbend Electrician** shall complete and file applications for all required permits sufficient to cure and satisfy the requirements of **VIOLATION 10;**

b. On or before June 16, 2025, the **Riverbend Electrician** shall complete all work necessary to cure **VIOLATION 10** and secure the **Town's** written agreement that **VIOLATION 10** has, in fact, been cured and/ or remedied to the Town's satisfaction.

RIVERBEND AGREES AS FOLLOWS:

3. To employ and does hereby employ **Riverbend Electrician** to do the work described in paragraph 2 above, subject to the provisions of the **Riverbend Electrician Agreement** and the required approval and satisfaction of the **Town**.

4. To pay **Riverbend Electrician** for the complete and timely performance of all work specified herein, including the Town's written agreement that **VIOLATION 10** have been cured and/ or remedied.

RIVERBEND & RIVERBEND ELECTRICIAN AGREE AS FOLLOWS:

5. Failure to strictly perform the terms of this **Agreement**, to the satisfaction of the **Town**, constitute an absolute breach of this **Agreement** that will not be tolerated by the **Town**.

6. If Riverbend Electrician fails to strictly perform this **Agreement**, Riverbend Electrician will indemnify Riverbend from any damages resulting from said breach.

IN WITNESS WHEREOF, Riverbend and **Riverbend Electrician** have executed this Agreement not later than the day and year first written above.

Riverbend:

By: Jason P. Smith, it's duly authorized Manager
Dated: 4-21-2025

Riverbend Electrician:

Morgan Bleeker
by: Jonathan Mercier
It's: JM
Dated: 4-21-25

Electronically Filed: 4/11/2025 4:49 PM

Exhibit A
Obligations and Deadlines

On January 14, 2025, Mark Stambach, a Town of Lisbon ("Lisbon" or the "Town") Code Enforcement Officer ("CEO"), cited Riverbend Investment Properties, LLC ("Riverbend") for twelve violations (numbered 1-7 and 9-13) of the Lisbon Code of Ordinances at the real estate located at 5 Canal St., Lisbon Falls, Maine 04252, Lisbon Tax Map U05, Lot 013 (the "Premises"). On February 3, 2025, CEO Stambach cited Riverbend for a thirteenth violation at the Premises. The first seven violations listed on the January 14, 2025 notice of violation have been remedied and, as of April 10, 2025, the following violations (collectively, the "**Violations**") remain at the Premises:

VIOLATION 9: The length of the travel distance from portions of the interior second-floor space, that had been used by 207 Edibles, to the exit exceeds 75', in violation of sections 105.1, 1006.2.1 of the International Building Code, 2015 edition, (the IBC) as adopted by the Maine Uniform Building and Energy Code (MUBEC) and the Town of Lisbon Ordinances Section 54-31.

VIOLATION 10: No permit was secured for the installation of the electrical system as required by the IBC section 105.1.

VIOLATION 11: No permit was secured for the installation of the plumbing system, as required by the Maine State Plumbing Code, Uniform Plumbing Code 2015 edition, Section 104.1.and the Lisbon Zoning Ordinance, Section 70-66.

VIOLATION 12: No building permit was secured for the construction associated with the finishing of the interior space and change of uses as required by the IBC section 105.1.

VIOLATION 13: No permit was secured for the installation of the signs on the exterior of the building as required by the Zoning Ordinance of Town of Lisbon, Section 70-713 and 70-719(1).

VIOLATION 14: The length of the travel distance from portions of the interior first-floor space to the exit exceeds 75', in violation of IBC section 105.1, 1006.2.1.

Riverbend, acting solely through Manager Jason Smith, duly authorized, shall remedy the Violations according to the following deadlines (the **Obligations and Deadlines**):

1. Riverbend shall remedy VIOLATION 9, 12, and 14 and shall direct and cause a design professional ("Riverbend Designer") to assess and achieve compliance with the applicable building code provisions regulating the fire safety egress, among other provisions, according to the following deadlines:

a. By April 24, 2025, Riverbend shall provide the Town with an executed written contract that binds the Riverbend Designer to timely complete the services sufficient to satisfy the requirements of this section.

b. By June 16, 2025, Riverbend shall,

   i. Direct and cause the Riverbend Designer to provide to the Town stamped plans sufficient to satisfy the requirements of this section;

   ii. Provide the Town with an executed contract to bind a contractor to timely complete any work required to satisfy the requirements of this section; and

   iii. Direct and cause the Riverbend Designer or a qualified contractor to file complete applications for all required building and occupancy permits sufficient to satisfy the requirements of this section.

c. By June 30, 2025, Riverbend shall satisfy the requirements of this section;

2. Riverbend shall remedy VIOLATION 10, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a master electrician ("electrician") to timely complete the services sufficient to satisfy the requirements of this section.
   b. By May 19, 2025, Riverbend shall direct and cause an electrician to file complete applications for all permits required to satisfy the requirements of this section,
   c. By June 16, 2025, Riverbend shall direct and cause an electrician to complete all work necessary to satisfy the requirements of this section.
3. Riverbend shall remedy VIOLATION 11, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a licensed plumber ("plumber") to timely complete the services sufficient to satisfy the requirements of this section.
   b. By May 19, 2025, Riverbend shall direct and cause a plumber to file complete applications for all permits required to satisfy the requirements of this section,
   c. By June 16, 2025, Riverbend's shall direct and cause a plumber to complete all work necessary to satisfy the requirements of this section.
4. By August 11, 2025, Riverbend shall comply with VIOLATION 13;

###

Riverbend Investment Properties, LLC
5 Canal Street, Lisbon Falls, ME 04252

Riverbend Plumber Agreement: VIOLATION 11

This contract is made not later than the 24th day of April, 2025 by and between Riverbend Investment Properties, LLC ("**Riverbend**") and BOB MILES & SON, INC. (hereinafter the "**Riverbend Plumber**").

RECITALS

WHEREAS Riverbend has entered into a Consent Judgment & Rehabilitation Agreement, subject to strict enforcement and an aggressive timeline (the "**Riverbend Rehab Agreement**", with the Town of Lisbon (the "**Town**"), a copy of which is attached hereto as **Exhibit A** and incorporated herein;

WHEREAS Riverbend must remedy **VIOLATION 11** (expressly defined in **Exhibit A**) by retaining, directing and causing the **Riverbend Plumber** to assess and achieve compliance with the applicable building code provisions regulating **VIOLATION 11**, i.e., fire safety egress, etc., on or before the strict deadlines identified and subject to strict enforcement by the **Town** (the "**Riverbend Plumber Agreement**");

WHEREAS Riverbend Plumber has the requisite skills, licensures and ability to perform all the work necessary to cure **VIOLATION 11** on or before the strict deadlines identified and subject to strict enforcement by the **Town**;

WHEREAS the **Riverbend Plumber Agreement** together with any other any written contract required by **Riverbend Plumber** (attached hereto or enclosed herewith, if any) fully integrated, constitutes the entire understanding of the parties, and supersedes all prior proposals or agreements (the "**Agreement**");

WHEREAS the provisions of this contract are severable such that the valid provisions shall survive in full force and effect in the event any one or more provisions are determined to be invalid and unenforceable by a court of law;

WHEREAS the **Agreement** shall be construed, interpreted, and enforced in accordance with the laws of the State of Maine;

WHEREAS Riverbend Plumber has been afforded ample opportunity to review this **Agreement**;

WHEREAS time is of the essence.

RIVERBEND PLUMBER AGREES AS FOLLOWS:

1. **Riverbend Plumber** will execute this **Agreement** and return same to **Riverbend** for filing with the Town, on or before April 24, 2025, at 4:30p;

2. **Riverbend Plumber** will perform all services sufficient to cure and satisfy the requirements of **VIOLATION 11** (see attached **Riverbend Rehab Agreement, Exhibit A**), as follows:

a. On or before May 19, 2025, the **Riverbend Plumber** shall complete and file applications for all required permits sufficient to cure and satisfy the requirements of **VIOLATION 11;**

b. On or before June 16, 2025, the **Riverbend Plumber** shall complete all work necessary to cure **VIOLATION 11** and secure the **Town's** written agreement that **VIOLATION 11** has, in fact, been cured and/ or remedied to the Town's satisfaction.

RIVERBEND AGREES AS FOLLOWS:

3. To employ and does hereby employ **Riverbend Plumber** to do the work described in paragraph 2 above, subject to the provisions of the **Riverbend Plumber Agreement** and the required approval and satisfaction of the **Town**.

4. To pay **Riverbend Plumber** for the complete and timely performance of all work specified herein, including the Town's written agreement that **VIOLATION 11** have been cured and/ or remedied.

RIVERBEND & RIVERBEND PLUMBER AGREE AS FOLLOWS:

5. Failure to strictly perform the terms of this **Agreement**, to the satisfaction of the **Town**, constitute an absolute breach of this **Agreement** that will not be tolerated by the **Town**.

6. If Riverbend Plumber fails to strictly perform this **Agreement**, Riverbend Plumber will indemnify Riverbend from any damages resulting from said breach.

IN WITNESS WHEREOF, Riverbend and **Riverbend Plumber** have executed this Agreement not later than the day and year first written above.

Riverbend:

By: Jason P. Smith, it's duly authorized Manager
Dated: 4-21-2025

Riverbend Plumber:

BOB MILES & SON, INC
by: ROBERT A. MILES III
It's:
Dated: 4/21/25

TOWN OF LISBON

MEDICAL MARIJUANA ESTABLISHMENTS APPLICATION

Non-refundable Fees

Medical Marijuana Retail Store	$250.00
Medical Marijuana Dispensary	$250.00
Medical Marijuana Testing Facility	$250.00
Medical Marijuana Manufacturing Facility	$250.00

Name of Business: Lisbon Cannabis Company Business Phone: (207) 353.5001

Location of Business: 5 Canal Street

Business Email Address: lisboncannabis@gmail.com

Business Mailing Address: 5 Canal Street, Lisbon, ME 04252

Owner's Name: Jason Smith

Home Phone: N/A Cell Phone: [redacted]

Owner's Home Address: [redacted] Lisbon, ME [redacted]

List Owners/Members/Partners/Officers/Directors/Stockholders/Managers/Supervisory Personnel/or other participants:

Name: Jason Smith Phone Number: same as above

Street Addr: same as above Birth Date: [redacted]

Town/State/Zip: _____

Name: _____ Phone Number: _____

Street Addr: _____ Birth Date: _____

Town/State/Zip: _____

Name: _____ Phone Number: _____

Street Addr: _____ Birth Date: _____

Town/State/Zip: _____

Attach a list on a separate piece of paper of names or additional names that apply.

Attach the following (required by ordinance):

1. A copy of the applicant's state registration application and supporting documentation, as submitted to the state registration authority.
2. Copies of all state approvals or conditional approvals required to operate a Medical marijuana establishment, including, but not limited to,
   - state registry identification card
   - state registration certificate
   - state application for registration or renewal manufacturing facility tier 1 or 2 along with approval certification, and
   - state application for registration or renewal testing facility and dispensary facility along with approval certifications as applicable
3. If not included in the applicant's state registration application, a description of the form of ownership of the business enterprise together with 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 medical or medical marijuana establishment.
4. If not included in the applicant's state registration application, an **affidavit** (notarized sworn statement) 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 (3) years. Supporting documents shall be provided, including but not limited to:
   - motor vehicle operator's license
   - motor vehicle registration,
   - voter registration or utility bills shall be provided
5. A release for each applicant and for each officer, owner, member, manager or partner of the applicant seeking a license allowing the Town of Lisbon to obtain criminal records and other background information related to the individual.
6. A statement as to the precise nature of the business with a description of the nature of all products and services offered to its customers.
7. A description of the premises for which the license is sought, including a plan of the premises and a list of all equipment, parts and inventory used in the operation of the medical marijuana establishment.
8. Evidence of an interest in the premises in which the medical marijuana establishment will be located, together with the form of interest, along with the written consent of the owner of the premises for such use if the applicant is not the owner.
9. Evidence of all land use approvals or conditional land use approvals required to operate the medical marijuana establishment, or applications that have been filed and are pending for the required approvals, including, but not limited to building permit, conditional or special use approval, change of use permit and/or certificate of occupancy.
10. Copies of all other approvals or conditional approvals required to operate the medical marijuana establishment, including any applicable state food or local victualer's license as applicable.
11. Copies of compliance with the requirements of sections 10-611 including, but not limited to State Department licensing, registration, and certification and evidence that the standards listed in section 10-610 have been met including but not limited to copies of State Department licensing, registration, and certification as applicable.

NOTE: If application is not complete, the Town Clerk will notify the applicant and applicant must submit additional information w/in 30 days of the request or the application may be denied.

I, Jason Smith (name) President (title) is authorized to sign on behalf of said business, and further declare that the foregoing information is accurate and true to the best of my knowledge and belief, and that the applicant does hereby acknowledge and authorized a public records check to be conducted on all individuals listed under Questions 1 & 3 above.

Signature: _____ Date: 12 February 2025

The Council is the Municipal Licensing Board. Applications require a public hearing and an ***ad to appear in newspaper 7-days prior*** ***to the scheduled Public Hearing, cost included in Fees.*** *Public records checks can take up to three weeks to process. Complete applications contain the Police Chiefs, Fire Chiefs, CEO and Health Officer's signatures and attachments. The Council meets on the first and third Tuesdays of the month at 7PM at Town Hall. Application fees must be paid prior to the Council meeting. Other helpful contacts are:*

353-3000 Ext 112... Town Clerk
353-3007..... Town Office Fax
353-3000 Ext 111.... Code Enforcement Officer
353-2500..... Police Department
353-3000 Ext 121... Health Officer
287-5671..... Health Engineering Dept.

287-2336 .....State Sales Tax Division
287-4190.....Bureau of Corporations
624-8745.....Bureau of Alcohol Beverages
287-3841.....Agriculture Dept– Bakery Licenses
624-6550.....Marine Resources
287-2338.....Dept of Labor (Seller's Certificates)

MEMORANDUM

TO: **GLENN MICHALOWSKI, TOWN MANAGER**

FROM: **JONATHAN R. BERRY, ESQ.**

DATE: **29 APRIL 2025**

RE.: **MAY 6 HEARING ON RENEWAL APPLICATION FOR BUSINESS LICENSE NO. 85**

A. **Timeline of Relevant Events (2025)**:

1. February 12: Lisbon Cannabis Co. (LCC) hand delivered its Medical Marijuana Establishments (Retail) Application to renew its business license (Business License No. 85).

2. March 12: The Town Clerk requested additional information from LCC, in support of itsrenewal application.

3. April 9: As requested, LCC delivered the supplemental information to Town Clerk.

4. April 10: By written agreement, Jason Smith, secured the authority to enter and manage a"Rehab Agreement" with the Town of Lisbon, to resolve two pending notices of violations, issued by the Town of Lisbon's Code Enforcement Officer, to Riverbend Investment Properties, LLC (LCC's landlord, "Riverbend").

5. April 23: Mr. Smith executed and delivered an affidavit, acknowledging the "Rehab Agreement" and integrating the obligations and deadliness detailed therein into LCC's business license renewal application.

6. May 6: A public hearing is scheduled for the Town Council to consider the renewal application for Business License No. 85.

7. May 8: Business License No. 85 is scheduled to expire

B. **Process**: The timeline above identifies issues that the Town Council may find most significant to its deliberations. If desirable, when the hearing opens, I am happy to incorporate the above-noted timeline into my remarks introducing LCC's application to renew Business License No. 85. However, I am mindful that the Town's process is largely staff driven, so I do not want to preempt Staff's responsibilities and/ or duplicate efforts that may result in confusing the issues for the Council. Any advice or recommendations to streamline the hearing process are welcome.

C. **Issue/ Solution**: The process that to "renew" Business License No. 85, contemplates the

Council's potential approval of a "conditional" business license; however, the Town's code of ordinances does not discuss conditional business licenses.

That said, LCC has consistently relied on Section 10-604, more specifically the last two sentences of Sec. 10-604, to support the suggestion that the Town's ordinances do, in fact, authorize the Town to renew Business License No. 85, subject to conditions, as an existing medical marijuana (retail) business license holder that submitted its application at least ninety (90) days prior to the expiration of its existing license:

> "Applications for renewal licenses shall be submitted at least ninety (90) days prior to expiration of the existing term. Any licensee that fails to submit a renewal application by the applicable deadline shall not have authority to operate until a license is granted." *Id*.

In other words, if a licensee does not apply to renew its license at least 90 days before its license expires, there is no right to continue operating subject to conditions or otherwise, unless or until a new license is granted. Similarly, new applicants and/ or licensees that have allowed their licenses to lapse have no authority to operate, conditionally or otherwise, until a license is granted.

Here, however, the Code implicitly recognizes the authority of an existing licensee, who has filed an application for renewal of its existing license to continue its operations, subject to conditions imposed by the Town, unless or until the conditions are met and/ or the application is denied.

Should this issue arise on May 6, LCC humbly implores Town Staff to rely on this language of the Code as the basis of the Town's authority to renew Business License No. 85, subject to the conditions ("responsibilities and deadlines") outlined in the April 10 Rehab Agreement, between the Town and Riverbend, as well as the April 23 affidavit executed by Mr. Smith.

Landform Law

63 Federal St., Portland, ME 04101

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kate@landformlaw.com
(207) 536-8861

Kiki Stanton, Attorney
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May 5, 2025

VIA Email to

Fern Larochelle
flarochelle@lisbonme.org

Chris Camire
ccamire@lisbonme.org

Norm Albert
nalbert@lisbonme.org

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Re: Lisbon Cannabis Company's Medical Marijuana Establishment License

Dear Council Members:

I am writing on behalf of 207 Edibles, LLC, regarding the application by Lisbon Cannabis Company ("Lisbon Cannabis") for a medical marijuana establishment license. 207 Edibles urges the Council to deny Lisbon Cannabis's application. Lisbon Cannabis's application does not comply with the Town's Ordinance on Medical Marijuana Establishments because (1) the application was not timely filed, (2) Lisbon Cannabis does not have landlord permission to operate at 5 Canal Street, and (3) Lisbon Cannabis's premises at 5 Canal Street is in violation of several life safety codes. Under the Town's ordinance, the Council

must deny the application, as the Ordinance does not give the Council the legal authority to approve an application under these circumstances.

I. Background

As you are aware, Lisbon Cannabis and 207 Edibles occupy the same building at 5 Canal Street, which is owned by Riverbend Investment Properties, LLC ("Riverbend"). Lisbon Cannabis's sole member, Jason Smith, and 207 Edibles' sole member, Lorelei Hilliker, are the co-managers of Riverbend.

In May of 2024, the Town Council approved Lisbon Cannabis's application for license renewal, without a hearing and without consent from Riverbend. For these reasons, Ms. Hilliker requested that the Town re-consider Lisbon Cannabis's license approval. In October of 2024, the Town Council considered whether to suspend or revoke Lisbon Cannabis's license but declined to do so.

On January 14, 2025, Mark Stambach, a Town Code Enforcement Officer ("CEO"), cited Riverbend for twelve violations of the Town Ordinances, and on February 3, 2025, CEO Stambach cited Riverbend for a thirteenth violation. On April 24, 2025, the Town and Riverbend agreed to a Rehabilitation Plan to remedy the remaining violations within a certain timeline. Both Mr. Smith and Ms. Hiilliker consented to the Rehabilitation Plan. As part of the Rehabilitation Agreement, Mr. Smith signed an affidavit that the Town Council could suspend Lisbon Cannabis's license if Riverbend fails to meet any of the obligations in the Rehabilitation Agreement

On February 12, 2025, Lisbon Cannabis filed an application to renew its medical marijuana license.

On February 18, 2025, the Town Council considered 207 Edibles' application to renew its medical marijuana license, which was denied due to the ongoing violations at 5 Canal Street.

II. Issues with Lisbon Cannabis's Application

A. 207 Edibles's interest in the application.

Before diving into the reasons why the Council should deny Lisbon Cannabis's application, I will briefly explain why this matters to 207 Edibles. The Town is likely aware that the owners of 207 Edibles and Lisbon Cannabis are co-owners of 5 Canal Street, the building in which both businesses operate (this building is owned by Riverbend). Section 10-605(8) of

the Town ordinance requires "written consent of the owner of the premises for such use if the applicant is not the owner." Riverbend has not provided written consent to Lisbon Cannabis, as its Limited Liability Company Agreement requires consent from both Mr. Smith and Ms. Hiilliker. Furthermore, Ms. Hiilliker operated a medical marijuana establishment at the 5 Canal Street premises, but her license was not renewed because of the ongoing violations at 5 Canal Street. If the Town approves Lisbon Cannabis's license while the violations remain ongoing, it will suggest discrimination against Ms. Hiilliker.

B. Lisbon Cannabis is currently operating in violation of the Town's Code.

Before addressing the reasons why the Council cannot approve Lisbon Cannabis's application, we note that Lisbon Cannabis should not have been permitted to operate after February 8, 2025; in doing so, Lisbon Cannabis violated the Town's medical marijuana ordinance, and should be subject to an enforcement action by the Town.

Section 10-604 of the Town's ordinances requires that an application for renewal be submitted at least ninety (90) days prior to expiration of the existing license. It then states that "[a]ny licensee that fails to submit a renewal application by the applicable deadline **shall not have authority to operate until a license is granted**." (emphasis added). Lisbon Cannabis's existing license expires May 8, 2025, which means the application should have been filed on or before February 8, 2025; Lisbon Cannabis did not file the renewal until February 12, 2025. By continuing to operate after February 8, 2025, Lisbon Cannabis is in plain violation of this ordinance.

In a memorandum dated April 29, 2025, Lisbon Cannabis's attorney, Jonathan Berry suggested that "the Code implicitly recognizes the authority of an existing licensee, who has filed an application for renewal of its existing license to continue its operations, subject to conditions imposed by the Town, unless or until the conditions are met and/or the application is denied." Attorney Berry's interpretation is irrelevant; where the ordinance is explicit, there is no need to seek alternative, implicit, meaning.

Even if you ignore Lisbon Cannabis's failure to timely file its application, 5 Canal Street is the subject of ongoing violations of the Town's ordinance, including life safety, electrical, plumbing, building, and zoning codes. Under Section 10-610 of the ordinance, an application for a medical marijuana establishment shall be denied if the applicant fails to meet the requirements of the ordinance. Section 10-605(9) of the ordinance requires that an application include evidence of land use approvals required to operate the establishment, including a certificate of occupancy. Lisbon Cannabis cannot meet this requirement due to the ongoing violations at 5 Canal Street.

In a memo from Town Manager Glenn Michalowski dated May 6, 2025, Mr. Michalowski appears to indicate that the affidavit signed by Mr. Smith satisfies the requirements that 5 Canal Street be in compliance with the Town's ordinances. However, there is no legal support for the Town Council to rely on Mr. Smith's affidavit to satisfy the requirements in the Town's Ordinance on medical marijuana establishments. For this reason, Lisbon Cannabis's application fails to meet the requirements in the ordinance, and must be denied.

Additionally, Lisbon Cannabis has failed to obtain consent from Riverbend to operate at 5 Canal Street in violation of Section 10-605(8), which requires "written consent of the owner of the premises for such use if the applicant is not the owner." Riverbend is the owner of 5 Canal Street, and Section 6.2 of Riverbend's Limited Liability Company Agreement requires consent from both managers. Ms. Hilliker has not consented to Lisbon Cannabis's use of the premises, and Lisbon Cannabis is thus not in compliance. For this reason alone, the application must be denied.

C. The Town's Policy Prevents Issuance of Lisbon Cannabis's License

Even if the Town Council ignores the violations of the Town's ordinance, issuing the license would be in direct contravention to the Town Council's own policies and would indicate discrimination against applicants who are not Lisbon Cannabis.

In late 2024, when 207 Edibles sought to renew its medical marijuana establishment license, Glen Michalowski, the Town Manager, explained via email that staff would recommend that the Town Council deny 207 Edibles' license renewal because of the ongoing violations at 5 Canal Street. He stated that "the Town cannot support issuing a license to operate until all NOVs are fully resolved. . ." At the Town Council meeting on February 18, 2025, the Town Council denied 207 Edibles' medical marijuana establishment license *because* of these ongoing violations. Councilors discussed the optics of approving 207 Edibles' application when violations persisted, and of denying the application when the Council had declined to revoke Lisbon Cannabis's at the October 2024 meeting, despite the existence of violations at that time.

The Town Councilors' discussion, which begin at 1:17:00 in the recording of the February 18th meeting, are especially relevant in the context of the review of Lisbon Cannabis's application. In that February 18th meeting, Councilor Albert asked why the ongoing violations at 5 Canal Street should impact 207 Edibles' license when they were not relevant in the October 2024 review of Lisbon Cannabis's license, arguing "[w]e are saying that two businesses that do similar things, that are pretty close in selling their wares, and one meets, as recently as October, and now we are saying 'we can't do this because...' it reeks to high heaven, I am not trying to be a drama queen—it stinks—and there's no good way that in good conscious I understand—we may be breaking our own ordinance, and might be

violating my oath, I'm still voting to approve the license tonight. This is about plain and simple, how can we as a governing body and look at us with a straight face when we did that last year twice?" If the Town seeks to apply the ordinance uniformly, they have the opportunity to do so now by recognizing that the violations that precluded 207 Edibles' application likewise preclude Lisbon Cannabis' application.

Also relevant are Councilor Barnard's comments from the February 18th meeting, where he argued ". . . there is continued work that needs to get done to make sure these processes are fair and equitably done, that permits are issued appropriately, that ordinances are followed from the beginning." Councilor Barnard continued, "[a]s recently as this past October, we were not following our own rules, I don't know why that's happening but that has to stop and we have to create a system where companies get on the right side of things before we get to this point of voting to open or close them. . . When we are doing some things for some companies and not others, I don't think we have the proper attitude at all." We agree with this sentiment, and suggest that the only way to ensure that the processes are fair and equitably done is to apply the same standard to Lisbon Cannabis's application as was applied to 207 Edibles' application—no license when violations persist.

III. Conclusion

For the reasons outline above, we request that the Town Council recognize that, by the plain language of the Town's ordinance, the ongoing violations at 5 Canal Street preclude approval of Lisbon Cannabis's application.

Sincerely,

Kiki Stanton
kstanton@landformlaw.com
(207) 536-9162

cc: Glenn Michalowski GMichalowski@lisbonme.org, Michael Carey MCarey@brannlaw.com

License Holder's Exhibit C

COMMERCIAL LEASE AGREEMENT

1. **PARTIES: Larochelle Properties LLC** , with a mailing address of 140 Main Street Lisbon Falls Me 04252, (hereinafter "LANDLORD"), hereby leases to Twisted Trichomes, with a mailing address of 9 Pass Brook Rd Durham Me 04222, (hereinafter "TENANT"), and the TENANT hereby leases from LANDLORD the following described Premises.

2. **PREMISES:** "The Premises" shall consist of commercial space located within a commercial building located at 5 Canal Street Lisbon Falls Me 04252. Said space is deemed to contain some 6000± square feet, and is generally depicted on the Floor Plan attached herewith as Exhibit "A". Included as part of the Premises shall be the right to use the common driveway to access said leased Premises, and together with the right to use paved parking spaces in the parking area located near the front entrance to the Premises. The leased Premises are accepted in its "as is" condition.

3. **TERM:** The lease term shall commence March 1, 2020 and then continuing for a minimum term of one year; TENANT shall have the ability to continue the term for an additional year or terminate this Lease with 30 days notice thereafter. In all events, this Lease shall terminate as of March 1st 2021

4. **USE OF LEASED PREMISES:** The TENANT shall not use the leased Premises for any purpose other than for a Medical Marijuana business without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld, conditioned or delayed.

5. **BASE RENT:** The TENANT shall pay to the LANDLORD the base rent of $3000.00 per month ($36,000 per year) which shall be prorated for any partial year

6. **SECURITY DEPOSIT**: Upon execution of this lease, TENANT shall deposit with LANDL0RD the sum of $10,000.00 (the "Deposit") to be held thereafter as Landlord's security deposit to ensure TENANT'S obligations under this lease, to be returned to TENANT at the satisfactory completion of the lease.

7. **ADDITIONAL RENT**: The TENANT shall pay in addition to rent all operating expenses incurred by LANDLORD for the entire Premises building and site during the immediately preceding 12 month period, said operating expenses to be determined annually as of each January 1st, with the determined additional rent to be payable during the twelve month period commencing January 1st along with the base rent.)Operating expenses are defined for the purposes of this agreement as operating expenses per annum of the building, all exterior areas, and the parcel of land on which they are located (said building, appurtenances, exterior areas, and land hereinafter referred to in total as the "building"). Operating expenses include, but are not limited to: (i) all costs of any insurance carried by LANDLORD related to the building, (ii) all costs of maintaining the building including the operation and repair of heating and any other common building equipment, and all other repairs, improvements and replacements required by law or necessary to keep the building in a well maintained condition, except for structural, and capital repairs and replacements which are expressly excluded from the definition of "Operating Expenses", (iii) all costs of snow and ice removal,

b) LANDLORD'S OBLIGATIONS: The LANDLORD agrees to maintain and repair the roof, exterior walls, structure, heating system, plumbing and lighting of the building of which the leased Premises are a part, other than routine maintenance and repair and replacement of minor finish items including light bulbs which shall be the responsibility of TENANT, in the same condition as they are at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance or repair is made necessary by fault or neglect of the TENANT or the employees, contractors, agents or invitees of TENANT, in which case such maintenance or repair shall be at the expense of the TENANT and TENANT shall pay all costs therefore.

11. **ALTERATIONS AND ADDITIONS:** The TENANT shall not make any alterations or additions without obtaining prior written consent of the LANDLORD, which consent shall not be unreasonably withheld, conditioned or delayed. TENANT shall not suffer or permit any lien of any nature or description to be placed against the building, the Premises or any portion thereof, and in the case of any such lien attaching by reason of the conduct of the TENANT to immediately pay and remove the same; this provision shall not be interpreted as meaning that the TENANT has any authority or power to permit any lien of any nature or description to attach to or to be placed upon the LANDLORD'S title or interest in the building, the Premises, or any portion thereof.

12. **ASSIGNMENT AND SUBLEASING:** The TENANT shall not assign or sublet or permit the demised Premises or any part thereof to be used by others, without LANDLORD's prior written consent in each instance. In any case where LANDLORD shall consent to such assignment or subletting, TENANT named herein shall remain fully liable for the obligations of TENANT hereunder, including, without limitation, the obligation to pay the rent and other amounts provided hereunder.

13. **SUBORDINATION AND QUIET ENJOYMENT:** This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased Premises are a part, and the TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, provided the holders of such instruments recognize in writing that so long as the TENANT performs all of its obligations under this lease, the TENANT shall be entitled to the quiet possession and enjoyment of the Premises.

14. **LANDLORD'S ACCESS**: The LANDLORD or agents of the LANDLORD may, at all reasonable times during normal business hours and upon reasonable prior notice to TENANT (excepting during emergencies) during the term of this lease, enter the leased Premises (i) to examine the leased Premises and, if LANDLORD shall so elect to make any repairs or additions LANDLORD may deem necessary and, at TENANT'S expense, to remove any alterations, additions, signs, drapes, curtains, shade, awnings, aerials or flagpoles, or the like, not consented to in writing, (ii) to show the leased Premises to prospective tenants during the six (6) months preceding the expiration of this lease. LANDLORD also reserves the right at any time within six

(6) months before the expiration of this lease to affix to any suitable part of the leased Premises a note for letting or selling the leased Premises or property of which the leased Premises are a part and to keep the same so affixed without hindrance or molestation. If LANDLORD is required or permitted to enter the leased Premises for any of the foregoing reasons, LANDLORD shall not unreasonably interfere with TENANT'S use of the leased Premises or the conduct of TENANT'S business activities.

15. **INDEMNIFICATION AND LIABILITY**: Except to the extent caused by the negligence or willful conduct of LANDLORD, TENANT will indemnify and defend LANDLORD and its employees, agents and management company, and save them harmless from any and all injury, loss, claim, damage, liability and expense (including reasonable attorneys' fees) in connection with the loss of life, personal injury or damage to property or business, arising from, related to, or in connection with the occupancy or use by TENANT of the leased Premises or any part of LANDLORD'S property or the building, or occasioned wholly or in part by any act or omission of TENANT, its contractors, subcontractors, subtenants, licensees or concessionaires, or its or their respective agents, servants or employees and any person or property while on or about the Premises.

Without limitation of any other provision herein, neither the LANDLORD, its employees or agents shall be liable for, and TENANT hereby releases them from, all claims not covered by LANDLORD'S liability and casualty coverage for any injuries to any person or damages to property or business sustained by TENANT or any person claiming through TENANT, due to the building or any part thereof, being in need of repair or due to the happening of any accident in or about the leased Premises or due to any act or neglect of any tenant of the building or of any employee or visitor of TENANT, unless any such claims result from the negligence or willful misconduct of LANDLORD.

If either party breaches the terms of this Lease, such party shall be liable to the other party for all reasonable costs, expenses, and attorneys fees incurred in enforcing this Lease.

16. **INSURANCE:** TENANT shall (i) insure TENANT and LANDLORD, as their interests appear with general public liability coverage on the leased Premises, in such amounts and with such companies and against such risks as the LANDLORD shall reasonably require and approve, but in amounts not less than One Million Dollars *($1,000,000.00)* combined single limit; and (ii) insure LANDLORD and TENANT, as their interests appear, against loss of the contents and improvements of the leased Premises under standard Maine form policies, against fire and standard extended coverage risks, in such amounts and with such companies as the LANDLORD shall reasonably require and approve, with waiver of subrogation if such waiver can be obtained without charge. The TENANT shall deposit with the LANDLORD certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least thirty (30) days prior written notice to each assured named therein.

LANDLORD covenants and agrees to maintain in full force during the term of this lease a policy of insurance insuring the Premises and the building against loss and damage by fire and standard extended coverage risks in a sum of not less than 80% of the full insurable value of the building.

17. **FIRE CASUALTY AND EMINENT DOMAIN:** Should a substantial portion of the leased Premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this lease by giving TENANT written notice of its decision to terminate this lease or restore said Premises, within sixty (60) days after any occurrence giving rise to LANDLORD'S right to so terminate or restore. Should it be deemed by LANDLORD that it will take more than ninety additional (90) days to restore the leased Premises, TENANT shall then have the right to terminate the lease by giving written notice of such termination to LANDLORD within fifteen (15) days of notice receipt from LANDLORD of the decision to restore. When such fire, casualty, or taking renders any portion of the leased Premises unfit for use and occupation and the LANDLORD or TENANT does not so elect to terminate this lease, a just and proportionate abatement of rent shall be made until the leased Premises, or in the case of a partial taking what may remain thereof, shall have been put in substantially the same condition for use and occupation as of the date of damage or taking. LANDLORD reserves and excepts all rights to damages to the leased Premises and building and the leasehold hereby created, accrued or subsequently accruing by reason of anything lawfully done in pursuance of any public, or other, authority; and by way of confirmation, TENANT grants to LANDLORD all TENANT'S rights to such damages and covenants to execute and deliver such further instruments of assignment thereof as LANDLORD may from time to time request. Notwithstanding anything to the contrary, LANDLORD's obligation to put the leased Premises or the building in proper condition for use and occupation shall be limited to the amount of the proceeds from any insurance policy or policies or of damages which accrue by reason of any taking by a public or other authority, which are available to LANDLORD for such use.

18. **DEFAULT AND BANKRUPTCY:** In the event that:

a) The TENANT shall default in the payment of any installment of rent or other sum herein specified when due which default is not corrected within fifteen (15) days after written notice thereof; or,

b) The TENANT shall default in the observance or performance of any other of the TENANT'S covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

c) The leasehold hereby created shall be taken on execution, or by other process of law; or,

d) Any assignment shall be made of TENANT'S property for the benefit of creditors, or a receiver, guardian, conservator, trustee in bankruptcy or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of the TENANT'S property, or a petition is filed by TENANT under any bankruptcy, insolvency or other debtor relief law,

Then, and in any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance), LANDLORD shall be entitled to all remedies available to LANDLORD at law and equity, including without limitation, the remedy of forcible entry and detainer, and LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, mail a notice of termination to the TENANT by certified mail, return receipt requested, or enter into and upon the leased Premises or any part hereof in the name of the whole and repossess the same as of its former estate, and expel TENANT and those claiming through or under it and remove it or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon receipt of such mailing or upon entry as aforesaid, this lease shall terminate; and TENANT covenants and agrees, notwithstanding any entry or re-entry by LANDLORD, whether by summary proceeding, termination, or otherwise, that TENANT shall, as of the date of such termination, immediately be liable to LANDLORD for the payment of rent as provided in this Lease as if this lease had not been terminated, provided however, that the LANDLORD shall use reasonable efforts to re-let the Premises. Tenant shall be entitled to a credit in the net amount received by LANDLORD in re-letting, after deduction of LANDLORD'S reasonable expenses, pursuant to applicable Maine Law.

19. NOTICE: Any notice from the LANDLORD to the TENANT relating to the leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the leased Premises addressed to the TENANT, or if mailed to the leased Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at LANDLORD'S address set forth in Article 1, or at such other address as the LANDLORD may from time to time advise in writing.

20. SURRENDER: The TENANT shall at the expiration or other termination of this lease peaceably yield up the leased Premises and all additions, alterations and improvements thereto in good order, repair and condition, damage by fire, unavoidable casualty, and reasonable wear and tear only excepted, first moving all goods and effects not attached to the leased Premises and the air conditioning system installed by TENANT, repairing all damage caused by such removal, and leaving the leased Premises clean and tenantable. If

LANDLORD in writing permits TENANT to leave any such goods and chattels at the leased Premises, and the TENANT does so, TENANT shall have no further claims and rights in such goods and chattels as against the LANDLORD or those claiming by, through or under the LANDLORD.

21. LANDLORD DEFAULT: LANDLORD shall in no event be in default in the performance of any of its obligations hereunder unless and until LANDLORD shall have failed to perform such obligations within thirty (30) days or such additional time as it reasonably requires to correct any such default after notice by the TENANT to the LANDLORD properly specifying wherein the LANDLORD has failed to perform any such obligation. Further, if the holder of the mortgage on the building of which the leased Premises are a part notifies TENANT

that such holder has taken over the LANDLORD'S rights under this lease, TENANT shall not assert any right to deduct the cost of repairs or any monetary claim against LANDLORD which accrued to TENANT prior to receipt of such notice, from rent thereafter due and accruing, but shall look solely to the LANDLORD for satisfaction of such claim.

22. **WAIVER OF RIGHTS**: No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, condition or duty of the other, shall be construed as a consent or waiver to or of any other breach of the same or other covenant, condition or duty.

23. **SUCCESSORS AND ASSIGNS**: The covenants and agreements of LANDLORD and TENANT shall run with the land and be binding upon and inure to the benefit of them and their respective heirs, executors, administrators, successors and assigns, but no covenant or agreement of LANDLORD, express or implied, shall be binding upon any person except for defaults occurring during such person's period of ownership nor binding individually upon any fiduciary, any shareholder or any beneficiary under any trust.

24. **HOLDOVER**: If TENANT fails to vacate the leased Premises at the termination of this lease, then the terms of this lease shall be applicable during said holdover period, except for base rent, which shall be increased to one and one half (11/2) times the then current base rent for the period just preceding such termination; but this provision shall not be interpreted as consent or permission by the LANDLORD for TENANT to holdover at the termination of this lease and terms of this holdover provision shall not preclude LANDLORD from recovering any other damages which it incurs as a result of TENANT'S failure to vacate the leased Premises at the termination of this lease.

25. **MISCELLANEOUS**: If TENANT is more than one person or party, TENANT'S obligations shall be joint and several. Unless repugnant to the context, "LANDLORD" and "TENANT" mean the person or persons, natural or corporate, named above as LANDLORD and TENANT respectively, and their respective heirs, executors, administrators, successors and assigns. Whenever in this Lease provision is made for doing any act by any party, it is agreed that said act shall be done by such party at its own expense unless a contrary intent is expressed. LANDORD and TENANT 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 TENANT 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 of both LANDLORD and TENANT. Employees or agents of LANDLORD 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 LANDLORD and TENANT are incorporated herein and no prior agreements or understanding, 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 LANDLORD and TENANT, and no act or omission of any employee to agent of LANDLORD 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. It is understood and agreed that with respect only to any services to be furnished by one party to the other, that neither party shall in any event be liable to the other for failure to furnish the same when prevented from so doing for any cause beyond the respective party's reasonable control.

26. BROKERAGE: TENANT warrants and represents to LANDLORD that it has not dealt with any broker, finder or similar person concerning the leasing of the leased Premises.

27. HAZARDOUS SUBSTANCES: LANDLORD is not aware of having generated, stored, handled or disposed of any hazardous or toxic substances, on or in the Premises or any portion thereof, and to the best of LANDLORD'S knowledge, is not aware of the generation, storage, handling or disposal of any hazardous wastes or substances, on or in the Premises, or any portion thereof, by other persons or entities. LANDLORD hereby acknowledges and agrees that (i) TENANT, its successors and assigns, shall have no responsibility for the clean-up of any hazardous wastes or hazardous substances generated, stored, handled or disposed of on or in the Premises, or any portion thereof, by any person or entity other than TENANT, its successors or assigns, employees, agents, contractors or invitees; and (ii) LANDLORD shall be responsible for effecting the clean-up of any such hazardous wastes or substance which is present, on or in the Premises or any portion thereof, as of the date that TENANT takes possession thereof. TENANT hereby agrees not to handle, store, or dispose of any hazardous or toxic wastes or substances, in or upon the Premises or any portion thereof. TEN ANT hereby covenants to indemnify and hold LANDLORD, its successors and assigns, harmless for any loss, damage, claims, costs, liabilities or clean-up costs, including but not limited to reasonable attorney's fees and costs of enforcement, arising out of TENANT'S use, handling, storage or disposal of any hazardous or toxic wastes or substances on or in the Premises or any portion thereof. The term "hazardous or toxic wastes" shall include without limitation, all substances or materials designated as hazardous or toxic by State, Federal or local laws, regulations or ordinances, or which require special permits for the handling, transportation, use or disposal thereof. This(covenant shall remain in full force and effect, and shall expressly survive the expiration or earlier termination of the Lease.

DISCLAIMER: THIS IS A LEGAL DOCUMENT. IF NOT FULLY UNDERSTOOD, CONSULT AN ATTORNEY.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 19th day of Febuary, ~~2008~~, 2020

Witness

LANDLORD

754-1952

office. 353 2329

Sean Smith 207 522 0209

TENANT:

Witness

By:
Its: Jason Smith

Witness

I Fern Larochelle owner of Larochelle properties located at 140 Main St. Lisbon Falls ME 04252 also owner of 5 Canal St. Lisbon Falls Maine 04252. Received $10,000 for a security deposit from Jason Smith for 5 Canal St., Lisbon Falls, ME 04252. After completion of a one-year lease starting March 1, 2020 the $10,000 security deposit will be taken off the total purchase price that will be owner financed by Fern Larochelle / Larochelle Properties to Jason Smith for the amount of $365,000 with a 5% interest rate.

The $10,000 security deposit will be returned to Jason Smith if town approval is not met and Jason Smith cannot conduct Medical Marijuana Business at 5 Canal St. Lisbon Falls 04252

.

License Holder's Exhibit D

Fern Larochelle

Jason Smith

Exhibit A

Christopher Huston- Regular 2022
Curtis Lunt- Regular 2022
Patrick Maloy – Associate 2021
William Kuhl - Regular 2020
Lisa Ward – Associate 2022
Shaun Carr – Regular 2021
Scott T. Hall – Regular 2021

MINUTES
PLANNING BOARD
MARCH 12, 2020

1. **CALL TO ORDER:** The Chairman, Mr. Lunt called the meeting to order at 7:00 PM.

2. **ROLL CALL:** Regular members present were Curtis Lunt, William Kuhl, Shaun Carr and Scott Hall. Associate members, Lisa Ward and Pat Maloy were present as well. Also present was Code Enforcement Officer Dennis Douglass. There were two audience members. The Chairman extended voting privileges to Lisa Ward.

3. **CHAIRMAN'S REVIEW OF MEETING RULES:**

The Chairman explained the meeting rules are located on the back of each agenda, available in the document holder by the door.

4. **WRITTEN COMMUNICATIONS:** Minutes of February 27, 2020

The meeting minutes of February 27, 2020 were distributed to all members. The Chairman asked if there were corrections or additions. Seeing none, Mr. Lunt declared the minutes approved.

5. **PUBLIC HEARINGS – Case #20-03 – Conditional Use application**

Medical Marijuana Establishment

Lisbon Cannabis Company
Jason Smith
5 Canal Street, Lisbon Falls, ME 04252
Tax Map U05 Lot 013

The Chairman stated that the Planning Board had done a Site Visit tonight.

The Chairman opened the Public Hearing at 7:00pm. There were no comments. The Chairman closed the Public Hearing.

6. **UNFINISHED BUSINESS – Case #20-03** – Medical Marijuana Establishment

Mr. Douglass went through the Checklists.

Mr. Hall questioned if there was a conflict of interest that Mr. Douglass had drawn up the plans for Mr. Smith. Mr. Smith stated that Mr. Douglass was not compensated at all for his drawings for both of his businesses. Mr. Lunt stated that technically, a conflict of interest would have to involve payment of money. Mrs. Ward also stated that she has seen Mr. Douglass do this for other businesses without compensation. Mr. Lunt stated that this is an ongoing practice for Mr. Douglass to do this since he feels that it's helpful to the applicants, since they struggle sometimes to make the drawings legible for the Planning Board.

VOTE: (2019-11) Mr. Kuhl, seconded by Mr. Carr, moved to approve the Conditional Use Application for Case #20-03, Medical Marijuana Establishment, Lisbon Cannabis Company as presented. **VOTE: 5-0 Carried.**

7. **NEW BUSINESS – NONE**

8. **OTHER BUSINESS** – Planning Board Training Discussion

Mr. Douglass reached out to AVCOG and MMA for different training opportunities since we have a lot of new board members. He emailed a copy of the MMA training manual to them and will print out copies to those who want a

Exhibit B

TOWN OF LISBON
CODE ENFORCEMENT
300 LISBON ST.
LISBON, ME 04250
TEL. 353-3000 Ext. 111 FAX 353-3007

May 10, 2022

The following report is for the medical marijuana retail license renewal for 5 Canal Street, Lisbon Cannabis Company.

In reviewing the records for the building and the property noted above, I am only able to locate 3 electrical permits. No building, plumbing, or sign permits can be located. In addition, the spreadsheet on which all permits were entered by the previous Code Officer has no permits shown being submitted or issued.

A walkthrough of the building showed some minor violations that were identified and corrections were to be made. I have no reason to believe that the building is significantly out of code in regards to the building or plumbing aspects.

The two signs on the face of the building are much larger than would be allowed by ordinance. The current emergency sign ordinance places a temporary stay on enforcement actions by the town.

Please don't hesitate to contact me with any questions.

Respectfully,

Mark C. Stambach
Code Enforcement Officer

POST IN A CONSPICUOUS PLACE

Town of Lisbon, ME
300 Lisbon St.
Lisbon, ME 04250

Business License

THIS LICENSE EXPIRES : 05/13/2025
Unless previously revoked.

License Number
85

Exhibit D

Business Name: LISBON CANNABIS COMPANY
Address: 5 CANAL ST
City, State, Zip: LISBON ME

ID: 4516

This is to certify that the business named herein has been duly licensed in the Municipality of Lisbon by the Lisbon Town Council of said Municipality. This license is subject to the laws and ordinances for the regulation of the same.

Type: MARIJUANA-MEDICAL RETAIL STORE
Date Issued: 05/08/2024

PAID

By _____
AUTHORIZED MUNICIPAL OFFICIAL

Total Received.... **$250.00**

This License is NOT Transferable

*Office Copy Only

POST IN A CONSPICUOUS PLACE

Town of Lisbon, ME
300 Lisbon St.
Lisbon, ME 04250

Business License

THIS LICENSE EXPIRES : 05/13/2025
Unless previously revoked.

License Number
85

Business Name: LISBON CANNABIS COMPANY
Address: 5 CANAL ST
City, State, Zip: LISBON ME

ID: 4516

This is to certify that the business named herein has been duly licensed in the Municipality of Lisbon by the Lisbon Town Council of said Municipality. This license is subject to the laws and ordinances for the regulation of the same.

Type: MARIJUANA-MEDICAL RETAIL STORE
Date Issued: 05/08/2024

By _____
AUTHORIZED MUNICIPAL OFFICIAL

Total Received.... **$250.00**

License 85_0137

Exhibit E

For-Profit Entity Filing Fee $35.00
Nonprofit Corporation Filing Fee $15.00

Charter Number: 20214292DC
Filing Number: 20250326214590443 Pages: 2
Form: AGNT Fee Paid: $35
Filing Date: 03/26/2025

STATE OF MAINE

Julie L. Flynn
Deputy Secretary of State
A True Copy When Attested By Signature

Deputy Secretary of State

STATEMENT OF APPOINTMENT OR CHANGE OF CLERK OR REGISTERED AGENT

(Domestic and Foreign Entities)

Riverbend Investment Properties, LLC
(Exact Legal Name of Entity on the records of the Secretary of State)

FIRST: This change is a result of:

☒ A new clerk or registered agent (*see signature requirements on second page) or

☐ A change to the existing clerk or registered agent information (**see signature requirements on second page)

- ☐ Change of address
- ☐ Change in name of current clerk or registered agent

SECOND: The name of the current clerk or registered agent appearing on the record in the Secretary of State's office:

Jason P. Smith
(name of current clerk or registered agent)

THIRD: New information if appointing a noncommercial clerk or registered agent:

Lorelei L. Tilliker
(name of noncommercial clerk or registered agent)

9 pass brooks rd Dotham Me. 04222
(physical street address, not P.O. Box - city, state and zip code)

(mailing address if different from above)

FOURTH: New information if appointing a commercial clerk or registered agent:

The new CRA Public number is: _____

The name of the new CRA is: _____

FIFTH: Pursuant to 5 MRSA §105.2 or 108.3. the clerk or registered agent as listed above has consented to serve as the clerk or registered agent for this entity.

Form No. CLK/RA 3 (1 of 2) 12/23

Fri Apr 04 2025 16:21:35

SIXTH: **DOMESTIC BUSINESS CORPORATIONS ONLY**

Upon a change in commercial or noncommercial clerk, one of the following must be completed: ("X" one box only)

☒ The change of commercial or noncommercial clerk was duly authorized by the board of directors of the corporation and that the power to appoint the commercial or noncommercial clerk is not reserved to the shareholders by the articles or the bylaws.

☐ The change of commercial or noncommercial clerk was duly authorized by the shareholders of the corporation.

SEVENTH: **(Foreign Entities Only)**

Jurisdiction of incorporation or organization: _____

Date authorized to transact business in the State of Maine: _____

EIGHTH: **LIMITED PARTNERSHIPS AND LIMITED LIABILITY PARTNERSHIPS (only if applicable)**

If signing partner or general partner is an entity, name of entity: _____

DATED 3/26/25

*By _____
(original written signature)

Lorelei L. Hilliker
(type or print name)

Manager
(title of signer)

---

*MUST be signed as follows:
(1) if a Business Corporation, by any duly authorized officer **OR** the clerk (13-C MRSA §121.5) **OR**
(2) if a Limited Liability Company, by any duly authorized person (31 MRSA §1676.1B) **OR**
(3) if a Limited Liability Partnership, at least one partner **OR** any duly authorized person (31 MRSA §826.1) (31 MRSA §860.1) **OR**
(4) if a Limited Partnership, by at least one **general partner** (31 MRSA §1324.1.J) (31 MRSA §1324.1.M) **OR**
(5) if a Nonprofit Corporation, by any duly authorized officer. (13-B MRSA §104.1.B)

**MUST be signed by the existing clerk or registered agent (13-C MRSA §121.5)

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. CLK/RA 3 (2 of 2) 12/23

Exhibit F

10/31/2024

To whom it may concern:

207 Edibles has permission to operate a marijuana business out of the 5 canal st location in Lisbon Falls, ME.

Sincerely;

Manager Riverbend Investment Properties

Town Council of the Town of Lisbon

Notice of Decision and Findings of Fact, Conclusions of Law and Decision

After Hearing re: Application for Renewal of a Medical Marijuana Establishment License

The Town of Lisbon enacted Article XI, regarding Medical Marijuana Establishments, of chapter 10 of the Town of Lisbon Code of Ordinance (the Code), as authorized by 30-A M.R.S. § 3001 and 22 M.R.S.A. § 2429-D.

On April 27, 2025, the Lewiston Sun-Journal published notice of a Tuesday May 6, 2025, public hearing to consider a business license for Lisbon Cannabis (Medical Marijuana Retail License). That day, Council Vice-Chair Chris Camire presided over a public hearing, with Councilor Norm Albert, Councilor Jeremy Barnard, Councilor Nicholas Craig, Councilor JoJean Keller, Councilor Mark Lunt, Town Attorney Michael Carey, Esq., and Town Manager Glenn Michalowski also present. Councilor Fern Larochelle abstained from the hearing and left the dais.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

On the basis of evidence and argument from the May 6, 2025 public hearing, including a copy of the completed Application; a Town Manager's memorandum summarizing the issues and containing staff's recommendation for approval; the Applicant's presentation which included a copy of the License, an affidavit from the Applicant's President, Jason Smith, a copy of a rehabilitation plan submitted by Mr. Smith by authority of the building's owner, four additional documents introduced as exhibits at the public hearing, oral testimony from Mr. Smith, written argument from the Applicant's attorney, Jonathan Berry, Esq., regarding the effect of failing to present a timely application for renewal, and oral argument from Attorney Berry; public comment from 207 Edibles, another business at 5 Canal St., both in writing from Kate Hambley, Esq., an

attorney for 207 Edibles, and orally from Lorelei Hilliker, its owner, and Attorney Hambley on behalf of both 207 Edibles and Ms. Hilliker; and; Town Manager's comments, the Town Council makes findings of fact and conclusions of law, as follows:

I. Findings of Fact

1. Jason Smith owns Lisbon Cannabis Company (the Applicant) and is its President.

2. On May 8, 2024, the Lisbon Town Clerk issued License number 85 to the Applicant to operate a Marijuana-Medical Retail establishment at 5 Canal Street, Lisbon Falls. The face of the license indicates that it expires on May 13, 2025.

3. On February 12, 2025, the Applicant filed an application for the renewal of license number 85 (the Application).

4. The Applicant's establishment is located on the first floor of the building at 5 Canal Street, Lisbon Falls (the Premises).

5. Riverbend Investment Properties, LLC (Riverbend) holds a deed to 5 Canal Street. Jason Smith and Ms. Hilliker each own a 50% membership interest in Riverbend; and each is one of the two Riverbend managers.

6. In the past, 207 Edibles operated a licensed establishment on the second floor at 5 Canal Street.

7. The Code Enforcement Officer / Building Inspector, the Fire Chief/ Health Officer, and Police Chief inspected 5 Canal St.—both the Premises and the second floor. The Fire Chief and Code Enforcement Officer found that the Premises do not comply with the life safety code. The Code Enforcement Officer / Building Inspector also found that Premises do not comply with the electrical, plumbing, building, and zoning codes.

8. The Fire Chief and the Code Enforcement Officer / Building Inspector provided a list of Code violations that affect the Premises, which include that:

a. The length of the travel distance from portions of the interior first-floor space to the exit exceeds 75 feet;

b. No permit was secured for the installation of the electrical system at 5 Canal St.;

c. No permit was secured for the installation of the plumbing system at 5 Canal St.;

d. No building permit was secured for the construction associated with the finishing of the interior space and change of uses; and

e. No permit was secured for the installation of the signs on the exterior of the building at 5 Canal St.

9. On April 10, 2025, Mr. Smith and Ms. Hilliker, the members and managers of Riverbend, signed a corporate consent that authorized Mr. Smith on behalf of Riverbend to enter into a Rehabilitation Agreement with the Town to remedy the Code violations.[1] The consent also authorized entry into the second floor at 5 Canal St. to resolve the Code violations.

10. Mr. Smith and the Town entered into the attached Rehabilitation Agreement, which includes an Exhibit A entitled "Obligations and Deadlines" and requires Riverbend to remedy the Code Violations at 5 Canal St. by meeting the specific Obligations on or before aggressive but attainable Deadlines.

11. On April 23, 2024, Mr. Smith executed and delivered an affidavit, with the same "Obligations and Deadlines" attached thereto as Exhibit A, in which he swore that there were six violations of Lisbon Code at 5 Canal St. By the affidavit, Mr. Smith consented to a license suspension if Riverbend does not meet any one of the Deadlines.

[1] The Rehabilitation Agreement includes the remedy of a sixth Code violation noticed by the Town that affects the use of the 207 Edibles second-floor space.

12. Mr. Smith requested that the Town Council renew license number 85 because the Rehabilitation Plan contains aggressive deadlines to attain compliance with Lisbon Code and to make the Premises safer.

13. Staff recommended that the Council approve the Application because this is a unique situation, the Rehabilitation Plan provides that the required approvals to operate the medical marijuana establishment at the Premises will be applied for, the Rehabilitation Plan is secured by a court order which includes significant civil penalties, and Mr. Smith's consent to license suspension in the event any Deadline is not met is another powerful remedy to secure compliance.

14. An electrical permit, a plumbing permit, a building permit, a change of use permit, and a sign permit are required for the building at 5 Canal St. for the operation of a retail medical marijuana business at the Premises.

15. The building inspector, code officer, and fire chief have not verified that the premises at which the establishment will be located complies with all applicable town ordinances.

II. Conclusions of Law

16. "A license application for a medical marijuana establishment shall be denied by the town council. . . if the applicant, or any owner of the applicant or licensee: (1) [f]ails to meet the requirements of this ordinance. . .(5) [h]as not acquired all necessary state and local approvals prior to issuance of the license. . ." Lisbon Code of Ordinances section 10-610.

17. A license applicant must show by the preponderance of the evidence that it "complies with the requirements of this article." *See e.g.*, *id.* 10-607(2).

18. An application "shall be denied by the town council. . . if the applicant, or any owner of the applicant or licensee. . .[h]as not acquired all necessary state and local approvals prior

to issuance of the license. . ." *Id.* 10-610(5). Similarly, *second*, after inspection, the building inspector, code officer, and fire chief shall verify that the premises at which the establishment will be located complies with all applicable town ordinances. *Id.* 10-606(9). *Third*, the Council shall deny the license application if it "fails to meet the requirements of this ordinance," *id.* 10-610(1), which include that an application shall include "evidence of all land use approvals or conditional land use approvals required to operate the medical marijuana establishment, or applications that have been filed and are pending for the required approvals, including but not limited to building permit, conditional or special use approval, change of use permit and/or certificate of occupancy," *id.* 10-605(9).

19. Denial of the Application is proper because, as of the date of the hearing, the Premises lacks an electrical permit, a plumbing permit, a building permit, a change of use permit, and a sign permit; and no permit applications have been filed or are pending.

20. Denial of the Application is also proper because, as of the date of the hearing, a fire safety issue remains unsatisfied, specifically the length of the travel distance from portions of the interior first-floor space to the exit exceeds 75 feet.

IV. Decision

On May 13, 2025, the Town Council voted 6-0, with Council Vice-Chair Chris Camire, Councilor Norm Albert, Councilor Jeremy Barnard, Councilor Nicholas Craig, Councilor JoJean Keller, Councilor Mark Lunt voting in the affirmative, and with Councilor Fern Larochelle abstaining from the vote, to: 1) **deny the Application for renewal of license number 85**; and 2) adopt this Notice of Decision and Findings of Fact and Conclusions of Law.

This Notice of Decision and Findings of Fact, Conclusions of Law and Decision may be appealed to Superior Court within 30 days, pursuant to Maine Rule of Civil Procedure 80B and section 10-615 of the Lisbon Code of Ordinances.

Dated: May 13, 2025

By the Town of Lisbon Town Council:

_____

Council Vice-Chair Chris Camire

_____

Councilor Norm Albert

_____

Councilor Jeremy Barnard

_____

Councilor Nicholas Craig

_____

Councilor JoJean Keller

_____

Councilor Mark Lunt

ABSTAINED

_____

Councilor Fern Larochelle

AFFIDAVIT OF JASON SMITH

I, Jason Smith, being duly sworn, state as follows:

1. I am over the age of eighteen and competent to make this affidavit. I make the following statements based upon my own personal knowledge or, where based upon information and belief, I believe them to be true.

2. I have been represented by an attorney in this licensing proceeding and in a land citation and complaint proceeding, solely in my role as manager and member, with a 50% membership interest, of Riverbend Investment Properties, LLC, a Maine limited liability company.

3. I am the sole shareholder and President of Lisbon Cannabis Company, a Maine business corporation.

4. Lisbon Cannabis Company operates a Marijuana-Medical Retail Store at 5 Canal St., Lisbon, Maine, (the Premises) by authority granted by the Town of Lisbon (Town or Lisbon) through license number 85, which expires on May 8, 2025.

5. I have applied, individually and through Lisbon Cannabis Company, to renew license number 85.

6. The Town of Lisbon issued two Notices of Violation to Riverbend Investment Properties for violations of the Town of Lisbon Code of Ordinances (Lisbon Code) at the Premises. The Notices of Violation included two violations for travel distances that exceed 75'from portions of the interior fir st- and second-floor spaces to the exit, and four violations for failure to obtain an electrical permit, a plumbing permit, a building permit, a change of use permit, and a sign permit.

7. In my role as manager of Riverbend Investment Properties, duly authorized, I have submitted a Rehabilitation Plan to the Town to show the ability and willingness of Riverbend Investment Properties to remedy the violations of Lisbon Code at the Premises and satisfy the Notices of Violation by meeting specified Obligations by specific Deadlines, which Obligations and Deadlines are specified in Exhibit A to this affidavit.

8. Each of the Deadlines is an aggressive, but attainable, timeline to meet the Obligations.

9. The Rehabilitation Plan includes a financial guarantee by Lisbon Cannabis Company to finance the work needed to remedy the violations of Lisbon Code at

the Premises and satisfy the Notices of Violation to the satisfaction of the applicable town authority.

10. The Town has accepted the Rehabilitation Plan.

11. I understand that "a license application for a medical marijuana establishment shall be denied by the town council . . . if the applicant, or any owner of the applicant or licensee: (1) fails to meet the requirements of the ordinance. . . [or] (5) has not acquired all necessary state and local approvals prior to issuance of the license. Lisbon Code sec. 10-610. *See also id.* sec. 10-606(9) ("the building inspector shall verify that the premises at which the establishment will be located complies with all applicable town ordinances including, but not limited to, the building code, electrical code, plumbing code, and section 10-611.")

12. If Riverbend Investment Properties does not meet any of the Obligations by the applicable Deadline, I consent that the Lisbon Town Council shall suspend any license granted to me or to Lisbon Cannabis Company to operate a medical marijuana business at the Premises.

13. I ask that the Town Council renew license number 85 because the Rehabilitation Plan contains aggressive deadlines to attain compliance with Lisbon Code and will make the Premises more safe.

4-23-2025

Jason Smith

State of Maine
Androscoggin, ss.

On April 23, 2025, Jason Smith appeared personally before me, in his personal capacity, his capacity duly-authorized manager of Riverbend Investment Properties, LLC, and his capacity as President and sole shareholder of Lisbon Cannabis Company, after being duly sworn, and deposes and says under oath that the statements made in the above Affidavit are true and correct based upon his personal knowledge and information and belief.

Sara Welch

4/23/25

Notary Public/Attorney at Law

My Commission Expires: 11/4th/2029

SARA L. WELCH
Notary Public, State Of Maine
My Commission Expires November 4th, 2029

Exhibit A
Obligations and Deadlines

On January 14, 2025, Mark Stambach, a Town of Lisbon ("Lisbon" or the "Town") Code Enforcement Officer ("CEO"), cited Riverbend Investment Properties, LLC ("Riverbend") for twelve violations (numbered 1-7 and 9-13) of the Lisbon Code of Ordinances at the real estate located at 5 Canal St., Lisbon Falls, Maine 04252, Lisbon Tax Map U05, Lot 013 (the "Premises"). On February 3, 2025, CEO Stambach cited Riverbend for a thirteenth violation at the Premises. The first seven violations listed on the January 14, 2025 notice of violation have been remedied and, as of April 10, 2025, the following violations (collectively, the "**Violations**") remain at the Premises:

VIOLATION 9: The length of the travel distance from portions of the interior second-floor space, that had been used by 207 Edibles, to the exit exceeds 75', in violation of sections 105.1, 1006.2.1 of the International Building Code, 2015 edition, (the IBC) as adopted by the Maine Uniform Building and Energy Code (MUBEC) and the Town of Lisbon Ordinances Section 54-31.

VIOLATION 10: No permit was secured for the installation of the electrical system as required by the IBC section 105.1.

VIOLATION 11: No permit was secured for the installation of the plumbing system, as required by the Maine State Plumbing Code, Uniform Plumbing Code 2015 edition, Section 104.1.and the Lisbon Zoning Ordinance, Section 70-66.

VIOLATION 12: No building permit was secured for the construction associated with the finishing of the interior space and change of uses as required by the IBC section 105.1.

VIOLATION 13: No permit was secured for the installation of the signs on the exterior of the building as required by the Zoning Ordinance of Town of Lisbon, Section 70-713 and 70-719(1).

VIOLATION 14: The length of the travel distance from portions of the interior first-floor space to the exit exceeds 75', in violation of IBC section 105.1, 1006.2.1.

Riverbend, acting solely through Manager Jason Smith, duly authorized, shall remedy the Violations according to the following deadlines (the **Obligations and Deadlines**):

1. Riverbend shall remedy VIOLATION 9, 12, and 14 and shall direct and cause a design professional ("Riverbend Designer") to assess and achieve compliance with the applicable building code provisions regulating the fire safety egress, among other provisions, according to the following deadlines:

a. By April 24, 2025, Riverbend shall provide the Town with an executed written contract that binds the Riverbend Designer to timely complete the services sufficient to satisfy the requirements of this section.

b. By June 16, 2025, Riverbend shall,

i. Direct and cause the Riverbend Designer to provide to the Town stamped plans sufficient to satisfy the requirements of this section;

ii. Provide the Town with an executed contract to bind a contractor to timely complete any work required to satisfy the requirements of this section; and

iii. Direct and cause the Riverbend Designer or a qualified contractor to file complete applications for all required building and occupancy permits sufficient to satisfy the requirements of this section.

c. By June 30, 2025, Riverbend shall satisfy the requirements of this section;

2. Riverbend shall remedy VIOLATION 10, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a master electrician (“electrician”) to timely complete the services sufficient to satisfy the requirements of this section.

   b. By May 19, 2025, Riverbend shall direct and cause an electrician to file complete applications for all permits required to satisfy the requirements of this section,

   c. By June 16, 2025, Riverbend shall direct and cause an electrician to complete all work necessary to satisfy the requirements of this section.

3. Riverbend shall remedy VIOLATION 11, according to the following deadlines:
   a. By April 24, 2025, Riverbend shall provide the Town with an executed contract that binds a licensed plumber (“plumber”) to timely complete the services sufficient to satisfy the requirements of this section.

   b. By May 19, 2025, Riverbend shall direct and cause a plumber to file complete applications for all permits required to satisfy the requirements of this section,

   c. By June 16, 2025, Riverbend’s shall direct and cause a plumber to complete all work necessary to satisfy the requirements of this section.

4. By August 11, 2025, Riverbend shall comply with VIOLATION 13;

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