

Town of Whately
Host Community Agreement
Dated: July 15, 2020

The parties to this agreement are Debilitating Medical Condition Treatment Centers, Inc., a Massachusetts corporation having an office and principal place of business at 11-13 Hampden St, Springfield, Massachusetts 01103, intending soon to establish a principal place of business at 7 River Rd., Whately, Massachusetts (“DMCTC”); and the **Town of Whately, Massachusetts**, acting by and through its Selectboard, with a place of business at 4 Sandy Lane, Whately, MA (“Town”).

WHEREAS, in 2016 a majority of Massachusetts voters, including a majority of Whately voters, legalized the commercial cultivation, processing, product manufacture, distribution, and retail sales of marijuana and marijuana products to adults; and

WHEREAS, DMCTC proposes to make substantial improvements to property in Whately and operate a commercial, licensed marijuana cultivation facility at 7 River Road as a tenant under a lease from the owners, Lawrence Rawls, Benedict Rawls, and Nicole Rawls; and

WHEREAS, the proposed change to the site and use of the facility shall be the subject of public hearing by the Whately Planning Board and Zoning Board of Appeals, and shall be reviewed by residents and Town officials, with a special permit hearing to be administered by the Zoning Board of Appeals and a site plan review hearing administered by the Planning Board; and

WHEREAS, DMCTC’s proposal presents the prospect of other public benefits, both monetary and non-monetary, without the prospect of burdening public resources; and

WHEREAS, on April 27th, 2020, the Cannabis Control Commission, issued Administrative Order No. 2, “Administrative Order Allowing Virtual Web-Based Community Outreach Meetings,” which allowed Community Outreach Meetings to be held on virtual web-based platforms; and

WHEREAS, on May 18th, 2020, DMCTC received official communication from Town officials that the Whately Selectboard had at its meeting on May 13, 2020 approved DMCTC’s request to hold a virtual community outreach meeting; and

WHEREAS, on June 15th, 2020, DMCTC held a virtual web-based Community Outreach Meeting attended by local residents; and

WHEREAS, no substantial opposition has been raised by local residents to the proposal; and

WHEREAS, Section 3(d) of G.L. Chapter 94G requires a licensed marijuana establishment to have a host community agreement with the municipality in which it is located; and

WHEREAS, the parties intend hereby to stipulate their respective rights, duties, responsibilities and expectations relating to DMCTC’s operation of the facility, and conditions thereof;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Term. This agreement shall be effective upon commencement of operation and shall remain in effect for a period of five (5) years, unless terminated for cause by either party. For purposes of this agreement, Cause shall be defined as the breach of any term of this agreement by either party or the Company’s cessation of operations within the Town, voluntarily or by the Cannabis Control Commission’s (“CCC” or “Commission”) issuance of an administrative order to cease operations or by non-renewal of licensure by the Cannabis Control Commission.

2. Community Impact.
 - a) Negative impact. The Town reasonably expects to experience certain negative impacts arising from the operation of DMCTC’s cultivation facility that will subject the Town to additional costs, including but not limited to, potential increase in objectionable odors, increase in demand for police services, increase in demand for educational services, increase in demand for fire services, increase in demand for land use permitting and administrative oversight services, and increase in the potential for incidents affecting public safety or security of persons and property.

 - b) Positive impact. DMCTC reasonably expects the Town to experience certain positive impacts arising from the fixed capital improvement to its property and operation of DMCTC’s cultivation operation, namely, an increase in local employment, property taxes, and local vendor priority.

 - c) Community Impact fee. DMCTC shall pay the Town a community impact fee as provided in Section 5, below, and as limited by G.L. Chapter 94G, §(3)(d).

3. Charitable Contribution. DMCTC shall, annually, measured from the date of the commencement of operations, over five (5) years as provided below, make a charitable contribution to a public charity or cause of its choosing, providing benefits to the Town of Whately. DMCTC shall include a list of said charitable contributions in its annual report submitted to the Town pursuant to Section 6.

Year	Charitable Contribution
1	\$5,000
2	\$5,000
3	\$10,000
4	\$10,000
5	\$10,000
<i>Total</i>	\$40,000

4. Educational Programming Contribution. DMCTC shall, annually, measured from the date of the commencement of operations, make payments over five years, as provided below, to cover the

Town's cost of a science-based K-12 Drug Awareness & Education Program. Said education programming contribution shall be made when remitting payments pursuant to Section 5.

Year	Educational Programming Contribution
1	\$5,000
2	\$5,000
3	\$10,000
4	\$10,000
5	\$10,000
<i>Total</i>	\$40,000

5. Impact Fee. The Community Impact Fee shall be three percent (3%) of DMCTC's actual gross sales of marijuana from the cultivation facility. Said Impact Fee shall be payable annually, for each of the five years following receipt of a certificate of occupancy for the facility from the local building inspector. The first payment shall be due forty-five (45) days following each of said anniversaries (of C.O. issuance).
6. Reporting. DMCTC shall submit an annual report to the Town that includes an accounting of its sales over the previous year and a written report of its activities over the same time period that includes a summary of its operations, including any security related incidents. Said report shall be due when remitting payment to the Town pursuant to Section 5.
7. Lapse of Agreement. This agreement shall lapse and be considered null and void if DMCTC fails to obtain a final license from the Cannabis Control Commission ("CCC") within eighteen (18) months from the date hereof, and, in light of the current COVID-19 pandemic, the Town may grant an extension of time pursuant to a written request submitted by DMCTC within ninety (90) days before the expiration of the initial eighteen (18) month period, with said assent to an extension request not to be unreasonably withheld or delayed by the Town.
8. Stipulation of Responsibilities.
 - a) DMCTC's Responsibilities. DMCTC shall:
 1. Maintain its cultivation facility premises in a neat and tidy condition and conduct its operations in a businesslike and professional manner, with due regard for the interests of the Town and the community;
 2. If contacted by a representative of the Town, shall respond promptly and substantively;
 3. Maintain its marijuana establishment license in active status with the CCC and comply with all bylaws and regulations of the Town;

4. Comply with any and all conditions imposed by local zoning authorities;
5. Make reasonable efforts to:
 - A. First hire, before others who would perform the task or service in question, local vendors and works; and
 - B. Otherwise to engage the establishment in the local economic mainstream;
6. Submit security plans for the cultivation facility to the Town's Police Chief and Fire Chief, for approval prior to the start of operations, and to submit updates whenever changes to the plans are made;
7. Upon reasonable notice, make the cultivation facility available for inspection by the Town's Police Chief and/or Fire Chief;
8. Pay, or see to it that payment is made for, all real property and personal property taxes owing with respect to the cultivation facility and its premises when the same are due, and in no event shall DMCTC apply for a reduction or elimination of such taxes on account of a change in DMCTC's organization status.

b) Town's Responsibilities. The Town shall:

1. Provide an appropriate forum whereby the views of citizens about DMCTC's operations may be aired and DMCTC have the opportunity to address complaints or suggestions that arise concerning DMCTC's operations;
 2. Confer and reasonably cooperate with DMCTC in DMCTC's installation and use of state-of-the-art security and fire protection/alert systems at the cultivation facility, provided, however that if DMCTC requests any upgrades to the Town's facilities in connection therewith DMCTC shall pay the cost thereof;
 3. Recognize DMCTC as having all the rights, duties and responsibilities of, and deserving of equal treatment with, other business establishments in the Town;
 4. If reasonably requested by DMCTC, provide a letter in the nature of an estoppel certificate, stating that the Town is aware of no outstanding violations of local law or insufficiently addressed complaints.
9. Other. This agreement applies only to the cultivation facility described herein for a cultivation facility that may be comprised of either a standalone Medical Marijuana Treatment Center cultivation license and a standalone adult-use cultivation license, or both, the cumulative canopy of which shall not exceed 100,000 square feet regardless of which license type(s) are secured from the CCC. If DMCTC desires to expand its operations or establish another marijuana establishment in the Town, a new agreement or amendment to this agreement is required. This agreement may not be amended or assigned without the parties' written consent, which shall not be unreasonably withheld or delayed by either party. Nothing herein shall be

construed to limit the lawful authority of the Town's municipal agencies to carry out their duties under state and local law. In the event of changes to G.L. Chapter 94G, Section 3, by statutory amendment or court ruling(s), this agreement shall be subject to review in accordance with said changes.

- 10. Effective Date and Governing Law. This agreement shall be effective upon its execution. This agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflicts of laws principles; and DMCTC submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this agreement.
- 11. Severability. If any term or condition of this agreement, or any application thereof, shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and conditions of this agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

DMCTC
Debilitating Medical Condition
Treatment Centers, Inc.

Town of Whately
By the Selectboard

By: Joyce Palmer Fortune
Joyce Palmer-Fortune
Selectboard Member
Date: 07/15/20

By: _____
Jonathan Edwards
Selectboard Member
Date: _____

By: Frederick Orloski
Frederick Orloski
Selectboard Chairperson
Date: 07/15/20

DocuSigned by:
By: Sam Hanmer
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Manager
Samuel Hanmer
Date: July 15, 2020



Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).


Applicant

I, Samuel Hamner, (*insert name*) certify as an authorized representative of Debilitating Medical Conditions Treatment Centers, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Whately (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on July 15, 2020 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, Frederick Orloski, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Whately (*insert name of host community*) to certify that the applicant and Whately (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 15, 2020 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community