



**TOWN OF WHATELY**  
Whately, Massachusetts 01093

**Application for Site Plan Approval**

Date May 10, 2021

Fee: \$75

Name of Applicant: Debilitating Medical Treatment Condition Treatment Centers, Inc.  
(please print)


Address of Applicant: 11-13 Hampden St., Springfield, MA 01103

Engineer: Chris Chamberland, Berkshire Design Group (413) 582-7000

Telephone # of Applicant (617) 564-1017

Address / Location of site under review: 3 River Rd.

Briefly describe the proposed use for the site: Marijuana Manufacturer

 FOR DMCTC  
Signature of Applicant

\_\_\_\_\_  
Date Received by the Planning Board

\_\_\_\_\_  
Signature of Planning Board Chair

Attach a list of the names and current addresses of all abutters. Including any landowners opposite the site on any public or private way and any abutters within 300 feet of the property lines of the site.

Date of Public Hearing: \_\_\_\_\_

Site Plan Approved as Submitted \_\_\_\_\_

Site Plan Approved with changes \_\_\_\_\_  
(Please specify on back)

Site Plan Approval Denied \_\_\_\_\_  
(Please specify reasons on back)

Site Plan Approval with Changes: (please list changes)

Site Plan Approval Denied: (please specify reasons)

Date of Planning Board Decision: \_\_\_\_\_

Signature of Planning Board Chair: \_\_\_\_\_



# 300 foot Abutters List Report

Whately, MA  
April 14, 2021

*The business is at 3 River Rd but the parcel address is 5*

## Subject Property:

Parcel Number: 07-0-03  
CAMA Number: 07-0-03  
Property Address: 5 RIVER RD

Mailing Address: ANNIS AI S JR CAROL L  
PO BOX 146  
WHATELY, MA 01093

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## Abutters:

Parcel Number: 07-0-02  
CAMA Number: 07-0-02  
Property Address: W/S RIVER RD

Mailing Address: THE CHANG FAMILY TRUST CHANG  
TSO-CHENG + ROSE C  
PO BOX 191  
S DEERFIELD, MA 01373

Parcel Number: 07-0-04  
CAMA Number: 07-0-04  
Property Address: E/S RIVER RD

Mailing Address: NOURSE REALTY, LLC  
41 RIVER RD  
S DEERFIELD, MA 01373

Parcel Number: 07-0-05  
CAMA Number: 07-0-05  
Property Address: W/S RIVER RD

Mailing Address: PASIECNIK JAMES M  
207 RIVER RD  
S DEERFIELD, MA 01373

Parcel Number: 07-0-08  
CAMA Number: 07-0-08  
Property Address: E/S RIVER RD

Mailing Address: NOURSE REALTY, LLC  
41 RIVER RD  
S DEERFIELD, MA 01373

Parcel Number: 07-0-09  
CAMA Number: 07-0-09  
Property Address: 7 RIVER RD

Mailing Address: RAWLS LAWRENCE STE MARIE C/O  
RAWLS BEN & NICOLE  
15 DESPERADO DR  
LARAMIE, WY 82070

Parcel Number: 07-0-10  
CAMA Number: 07-0-10  
Property Address: 13 RIVER RD

Mailing Address: SMITH TIMOTHY N  
13 RIVER RD  
S DEERFIELD, MA 01373



www.cai-tech.com



May 10, 2021

Whately Planning Board  
4 Sandy Lane  
Whately, MA 01373

**RE: DMCTC, Inc.  
Marijuana Manufacturer  
3 River Road, Whately, MA**

Dear Board Members:

On behalf of our client, Debilitating Medical Condition Treatment Centers, Inc. (DMCTC), we respectfully submit this application for Site Plan Review for a Marijuana Manufacturer at an existing engine repair shop at 3 River Road. The portion of the property that includes the shop building will be leased. The property also contains 5 River Rd., a single-family house which will remain occupied by the property Owner.

The property is currently owned by the Annis family. DMCTC will be the Marijuana Product Manufacturer licensed by the Massachusetts Cannabis Control Commission (CCC) and proposes to lease the site through a separate legal entity, MIDCO CHY MA, LLC, that is affiliated with DMCTC. The exact lease area is shown on the attached plans.

The property is located in the Agricultural/Residential (A/R1) zone and the existing land use is not allowed in the A/R1 zone by the Whately Zoning Bylaw.

DMCTC intends to convert the interior of the existing repair shop, without expanding the building footprint, into a marijuana processing building. Alterations to the existing site include adding a new stabilized, porous gravel employee parking lot along the south end of the existing building, adding porous gravel pads for storage of mobile refrigeration units, cleaning the site of all debris and invasive plant species, planting disturbed areas with new loam and low-water-use seed, and planting native, draught tolerant shade trees with a dense row of evergreen shrubs along the southern and eastern edges of the lease lot. Existing parking areas will remain as-is and two new signs will be added at the 3 River Rd. entrance, as required by the Bylaw and shown on the attached set of plans. The existing single-family home at 5 River Rd. will continue to be occupied by the current owner.

This letter discusses how the proposed project complies with the requirements of the Whately Zoning Bylaw. A set of site plan drawings is enclosed.

#### **Site Overview**

The site totals approximately 2.1 acres, with the existing repair shop within a proposed 1.31 acre lease area. The lease area limit divides the site into two areas, each with an existing dedicated curb cut and parking areas that will remain. The northern half of the site contains a single-family home and shed, with open lawn area to the west. No work is proposed within this area of the site. The southern half contains the existing repair shop and is littered with existing vehicles and debris, which extends beyond the southern property line.

The property contains an existing repair shop within the Agricultural/Residential Zoning District, which does not comply with the zoning bylaw in the existing condition. This is described in a later section of this letter.

A portion of the site, not including the existing building, is located on the Hatfield side of the town line. The project team is working with the Town of Hatfield to determine if additional land use permitting in Hatfield will be required.

### **Zoning District/Land Use**

The entire property is zoned Agricultural/Residential. The land is located within 400' of River Road, which puts the property within the A/R1 zoning district.

Under the Whately Zoning Bylaw (§171-8), the land use of Marijuana Manufacturer is not a permitted use in zone A/R1. However, under §171-12 Nonconforming Uses, an existing non-conforming use can be replaced by a different non-conforming use by special permit if ZBA determines that: 1) the new use is not "substantially more detrimental" to the neighborhood than the existing use, and 2) the new use is not likely to contribute to the pollution of groundwater.

All structures that house cannabis, and all activities that involve handling of cannabis would occur within the secure building of the existing repair shop, or locked, mobile refrigeration units. Perimeter security fencing is not proposed because the building will be always locked, open only to employees.

### **Nonconformance**

The property is zoned Agricultural/Residential, and is located within 400' of River Road, which puts the property within the A/R1 zoning district.

The property includes an existing engine repair shop within the A/R1 zoning district, which under the Whately Zoning Bylaw (§171-8) is a nonconforming use. As per §171-12 of the Whately Zoning Bylaw, the Board may grant a Special Permit for the proposed use on the existing non-conforming lot if it finds that the proposed use *"will not be substantially more detrimental to the neighborhood than the existing nonconforming use and that it will not increase the danger of groundwater pollution or contamination."*

The existing repair shop building encroaches into the 50' front yard setback by approximately 18.7'.

The applicant has requested that ZBA grant a special permit to convert the existing non-conforming land use and structure to the proposed land use. The existing nonconforming setback is proposed to remain and the non-conformance will not be increased. The impacts to the neighborhood of the proposed project are significantly less than those of the existing engine repair shop in terms of noise and curb appeal. The purpose of use restrictions is to ensure a consistent level of development with similar uses and visual quality within a given zone. In this case, the noisy and littered repair shop is out of place. The proposed plan intends to improve the existing site by cleaning all existing debris, vehicles, and invasive plant species, and replacing the disturbed areas with a seed with new lawn, shrubs, and trees.

The proposed site layout provides for access by employees, deliveries, and emergency vehicles. Sightlines from the driveway are excellent in both directions, and we are not aware of any traffic issues at the site. The project proposes to utilize the site for an agricultural use related to marijuana production, which is consistent with the surrounding properties of 7 River Road, and another marijuana cultivation on Pilvinis Road on the opposite side of the street in Hatfield. Marijuana production is strictly controlled by the CCC. Operations will not be visible from the exterior. Strict security measures will be implemented. The final products for sale must meet food and/or pharmaceutical level standards of quality. The operation must be extremely clean and carefully managed to achieve production of a saleable product. For illustration purposes, we have enclosed images of an existing marijuana manufacturing operation.

The types of marijuana manufacturing that are proposed to take place on site will be entirely closed loop, with no anticipated water discharges other than normal domestic use by employees. In terms of use, marijuana manufacturing poses much less risk of groundwater contamination than an engine repair shop, where spillage and leaks of petroleum products are a frequent possibility, especially in old vehicles and mowers stored on bare earth for extended periods of time.

The existing repair shop is located approximately 18.7' over the required 50' setback. The project proposes to continue using the existing building in its current location with a changed use and stated previously. The proposed change in use would have no impact on the setback non-conformance.

For these reasons, we have requested that the Board grant a special permit for the proposed non-conforming use.

### **General Zoning Requirements**

#### Dimensional Regulations

The proposed project complies with the dimensional regulations under §171-8, except as noted in the previous section describing the existing nonconformances. A summary of how the proposed site complies is included on the site plan drawings.

#### Parking and Loading

The proposed site will have approximately 10-12 year-round employees. The site plan area within the Lease Area includes 5 existing parking spaces within a bituminous lot, with one accessible parking space at the building entry. The 7 existing parking spaces outside of the lease area limit are reserved for 5 River Road.

Loading for deliveries will take place at the northwest and southwest sides of the existing building, where the areas for mobile refrigeration units are shown on the attached plans. Cannabis product will be assembled into fully compliant plastic bags, cardboard boxes, glass jars, tins, and plastic bottles, and cartridges in preparation for wholesale / delivery. Product pickup is performed by small un-marked vehicles, typically cargo vans or sport utility vehicles. Pickups, which are expected to occur up to 20 times per week but will typically occur 1-2 times per day depending on demand. Pickups are scheduled at variable times to prevent tracking. All cannabis product is transported by a state-licensed transport company, which may or may not be the same entity that operates the facility. Storage of cannabis materials will be located inside either the locked building, or locked mobile refrigeration units.

#### Signs

Proposed signs will be located along the driveway entrance to 3 River Road (existing repair shop). Signage will list the address of the property and prohibit unauthorized entry to the site. Neither the name of the owner/operator, nor the nature of the grow operation will be identified on the signs.

#### Environmental Performance Standards

The project is designed to meet the standards established by §171-15. Specifically:

1. No unusual noise-producing equipment is proposed. Extraction equipment will be enclosed within the interior of the building and will not be audible at the exterior. Exterior refrigeration units will have compressors and fans, and consist of newer, modern equipment.
2. Odor control is discussed in more detail later in this letter.



3. The cannabis manufacturing processes proposed are entirely closed loop and does not generate dust or fumes. The Odors will be addressed in more detail later in this letter.
4. Flammable materials will include butane, alcohol, and ethanol used for the extraction process of cannabis. Small amounts of flammable materials will be stored on site within the secure storage area as shown on the plan. All flammable materials will be stored in containers compliant with current regulations. The storage area will be protected by bollards and enclosed in a locked cage.
5. The project does not propose any alterations that would add additional reflected light or glare. Site lighting is proposed for parking areas for employee safety. Proposed lights are full-cutoff-style to prevent light spill at the property line and are zero up-light, dark sky compliant fixtures.
6. Radioactivity: Not Applicable
7. The site will be accessed from the existing 3 River Road curb cut. Sightlines from this driveway are excellent, and it is sufficiently separated from the nearest intersection at Pilvinis Road. The small existing parking lot within the lease area limit containing 5 typical parking spaces and one accessible parking space will be reused. An additional porous gravel parking lot will be located to the south of the existing building and will be screened by a dense row of shrubs and shade trees.
8. Groundwater infiltration will be increased after the site is cleaned and prepared with new loam in seed, within the existing debris storage areas. The porous aggregate paved areas will also promote infiltration. No other alterations are proposed that would increase surface water runoff from the existing condition.
9. Disturbance will be required for the cleanup of the debris storage area at the south and west sides of the site. Silt fence and/or straw wattle will be used at the downslope edges of the site to prevent sediment from leaving the site. The enclosed site plan shows minimum erosion controls and requires the contractor to protect areas beyond the limit of work from sediment.

#### Landscaping

Landscaping will include: The removal of existing invasive plant materials and debris on site, new shade trees along the south side of the existing building, and a dense row of evergreen shrubs for screening of the new parking area.

#### **Requirements Specific to Marijuana Establishments**

##### Allowed Locations

##### *Setbacks from Certain Land Uses*

The enclosed Neighborhood Plan identifies the land uses present within 1,000 feet of the site and shows the limit of the 500' buffer around the proposed Marijuana Establishment (measured from the property line of the parcel, for simplicity). None of the restricted land uses are located within 500' of the project.

##### *Residential Units*

No residential units exist within the area of the lease limit. The land owner will continue to occupy the existing home.

##### *Additional Setback*

As noted previously, all operations containing cannabis will occur within the secure building or mobile refrigeration units. There is an existing nonconformance where the building extends into the 50 front yard setback, which is described earlier in this letter.

Permitting Standards

The project is designed to meet the marijuana-specific design standards established by §171-28.6.D. Specifically:

1. Dimensional Requirements: Dimensional requirements are met, except for the existing nonconformances noted above. All manufacturing processes will take place within the locked building of 3 River Rd. Cannabis product will be stored on a temporary basis within mobile refrigeration units which are located within the required 50' setbacks.
2. Parking and Loading Requirements: Parking and loading will be provided as described in an earlier section of this letter. A small parking lot is provided for year-round employees, and the existing parking spaces will be used by visitors.
3. Site Screening: Site screening will be improved by adding a dense row of evergreen shrubs and shade trees along the southern end of the building.
4. Lighting & Security: Exterior lighting is shown on the site plan and consists of the minimum lighting necessary employee safety. Exterior lighting will be dark sky compliant and programmed to turn off after employees leave for the evening and remain off overnight. Security cameras will be infrared low-light cameras that function with ambient light and do not require additional site lighting.

Details of the proposed security plan are confidential. A meeting with the Chief of Police is scheduled to review the site plan and discuss the security plan prior to our meeting with the Board. Cameras will be infrared, capable of operation based on ambient light and do not require artificial lighting. Secure areas of the site will be surrounded by an 8' chain-link fence with privacy screen. Security personnel will be at the site any time employees are working and will monitor the site 24-hours per day.

5. Noise & Odors: Noises produced from the site will be consistent with typical commercial activity, including occasional trucks which will pick up and move mobile refrigeration units. Mobile refrigeration units will have new modern refrigeration equipment. We note that noise is likely to be reduced as compared to the noise associated with the small-engines associated with the current repair facility.

The cannabis manufacturing processes proposed will be entirely closed loop and located within the existing building. During the manufacturing process, there are no fumes produced from solvents or manufacturing materials, and odors will be undetectable outside of the building. Raw cannabis product will be transported in sealed containers from 7 River Rd. to 3 River Rd. and loaded into the mobile refrigeration units. Raw material will be stored in a cool environment for preservation and odor control. The project will upgrade interior HVAC equipment to include carbon filtration to scrub odors from indoor air prior to exhaust.

6. Energy Efficiency: The proposed project is for indoor cannabis manufacturing, which processes will require an equal energy draw to the current engine repair shop. The proposed project will utilize high-efficiency equipment and fixtures wherever possible.

The applicant has engaged with the electric utility to upgrade service at the site from single-phase to three-phase power to ensure reliability.



7. Water Efficiency: The marijuana manufacturing process has minimal water demand. Water use at the site is limited to domestic use by employees. There are no water inputs to manufacturing process.

Drought tolerant trees, shrubs, and lawn are proposed, and no irrigation system is proposed. All new plantings will be hand watered until established. The use of a porous aggregate paving system will promote infiltration.

8. Hazardous Materials:

DMCTC anticipates having limited quantities of alcohol, ethanol, and butane for use in the manufacturing of cannabis. All materials that have toxicity or potential to be hazardous will be stored in accordance with applicable regulations and any requirements imposed by the Whately Fire Department. Materials will be handled in accordance with the directions of the product label and MSDS. All materials will be in accordance with stringent CCC guidelines and stored and labeled clearly. These materials will also be locked and secured to ensure limited access by personnel. Cleaning materials and waste will be stored in designated areas with clear guidelines on disposal and storage.

The project team will meet with the Fire Chief to have an initial conversation about the safety plan for 3 River Road and will be meeting again with the Chief prior to the Planning Board hearing to review the site plan in detail.

9. Signs: The proposed signage is indicated on the plan and discussed in an earlier section of this letter. Signage will comply with all pertinent regulations.
10. Greenhouses: N/A
11. Buildings: No new buildings or building additions are proposed. An existing single-family house and shed will remain occupied by the owner.
12. Marketing: The proposed facility will not engage in consumer marketing activities. Products are sold to licensed marijuana manufacturers or retailers. The facility will not be open to the public.
13. Hours of Operation: General operation will occur during normal business hours (anticipated as 7:00am to 6:00pm). Security personnel may be at the site at any time, up to 24-hours per day.
14. Retailer Limits: Not applicable.
15. Applications:

- a. Land Owner:  
Carol L. Annis and Al S. Annis, Jr.  
5 River Rd. Whately , MA

Licensee:  
Debilitating Medical Conditions Treatment Centers, Inc.  
11-13 Hampden Street  
Springfield, MA 01103

- b. See Attached

- c. John Hanmer  
52 Kenneth Lunden Dr., East Longmeadow, MA 01028
  - d. Employees: 12 full-time year-round with additional seasonal employees peaking at 60 during fall harvest.
  - e. Security precautions are summarized above. The project team has scheduled a meeting to review security with the Chief of Police prior to the Planning Board hearing.
16. Site Plan Review: Enclosed.
17. Reporting: Noted. The applicant will comply with the reporting requirements.
18. Change in License or Owner: Noted. The applicant will comply with the notice requirements.
19. Change in Ownership: Noted. The applicant does intend to eventually purchase the property from the current landowner.
20. Host Community Agreement: The signed HCA is attached.

**Conclusion**

In summary, the applicant request the following actions by the Planning Board:

- 1. Grant Site Plan Approval for a marijuana manufacturing facility at 3 River Road, inclusive of the conversion of an existing non-conforming land use and structure.

We are confident the proposed plan addresses the requirements of the Whately Zoning Bylaw and will gladly incorporate additional comments from the Board and Town departments. We look forward to presenting this site plan to the Board at your next meeting.

Sincerely,

**Berkshire Design Group**



Christopher Chamberland, P.E.  
Principal

cc: Jared Glanz-Berger, DMCTC, Inc.



April 14, 2020

### **Traffic Evaluation**

#### **DMCTC, Inc. - 3 River Road, Whately, MA**

Berkshire Design Group has assessed the traffic impacts of the proposed development of the property at 3 River Road, in order to estimate the change in traffic that would be caused by the proposed project.

#### **Existing Condition**

The existing site consists of a small-engine repair shop. An existing single-family house is also located at the property, but is accessed by a separate driveway and will remain in the existing condition. The traffic associated with the existing house is ignored in this analysis.

The Institute of Traffic Engineers (ITE) Trip Generation Manual, 8<sup>th</sup> Edition, was used to estimate trip generation rates from the existing site. The ITE manual does not include a Land Use Code that exactly matches the actual small-engine repair use. This analysis has been prepared the available code closest to the actual use, which is Land Use Code 942: Automobile Care Center. Traffic from an Automobile Care Center can be estimated at 2.3 trips per 1,000 sf of gross floor area (GFA). **A trip equals one arrival or one departure.** Therefore, the existing 18,000 sf repair shop is estimated to generate:

Existing ADT = 41 vehicle trips per day

#### **Proposed Condition**

The proposed site will include a marijuana manufacturing facility.

The ITE land use code most closely matching this land use is Land Use Code 140: Manufacturing. Traffic from a Manufacturing facility can be estimated at 3.9 trips per 1,000 sf of GFA. Therefore, the projected traffic is:

Projected ADT = 70 vehicle trips per day

During peak times (either for the facility itself or the adjacent roadway), the estimated peak hour traffic would be approximately 0.8 vehicle trip per 1,000 sf of GFA. Therefore, the projected traffic during the peak hour is:

Projected Peak Hour Traffic = 4 vehicle trips per hour

#### **Conclusion**

The proposed project is estimated to generate a *maximum* of 14 trips per hour during the heaviest peak traffic periods, which is approximately equal to 1 vehicle every 4 minutes. In our opinion, the additional traffic generated by the proposed project will result in incremental increase in traffic volumes on River Road that will have minimal impact on traffic operations.

Sincerely,

#### **Berkshire Design Group**

A handwritten signature in blue ink, appearing to read "Chris Chamberland", is written over a light blue circular stamp.

Christopher Chamberland, P.E.  
Principal

**Debilitating Medical Condition Treatment Centers, Inc.**

Shareholders:

Englewood Management LLC

63 Deerfield Avenue, Longmeadow MA 01106

Samuel Hanmer, Manager

Jin Yang MA LLC

29 Florence Ave, Arlington, MA 02476

Grant Guelich, Manager

Core High Yield MA LLC

29 Florence Ave, Arlington, MA 02476

Jared Glanz-Berger, Manager

Directors:

Sam Hanmer

David Goldblum

Brad Joseph

Jared Glanz-Berger

Directors Address:

7 River Rd. Whately, MA 01093

John Hanmer Address:

52 Kenneth Lunden Dr., East Longmeadow, MA 01028

Town of Whately  
Host Community Agreement  
Dated: April 26, 2021

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 3 and 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 currently operates 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, DMCTC proposes to operate a commercial, licensed marijuana product manufacturing facility at 3 River Road as a tenant under a lease from the owners, Carol L. Annis and AI S. Annis, Jr; 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 27<sup>th</sup>, 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 March 31, 2021, DMCTC received official communication from Town officials that the Whately Selectboard had at its meeting on March 31, 2021 approved DMCTC’s request to hold a virtual community outreach meeting; and

WHEREAS, on April 6, 2021, 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 manufacturing 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 manufacturing 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 and marijuana infused products from the facility, which contain greater than 0.3% THC. 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 manufacturing 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 manufacturing 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 manufacturing 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 manufacturing 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 manufacturing 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 manufacturing facility described herein for a marijuana product manufacturing facility that may be comprised of either a standalone Medical Marijuana Treatment Center product manufacturing license and a standalone adult-use product manufacturing license. 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  
Selectboard Member  
Date: \_\_\_\_\_

By: Jonathan Edwards  
Jonathan Edwards  
Selectboard Member  
Date: 04/26/21

By: Frederick P. Orloski  
Frederick Orloski  
Selectboard Chairperson  
Date: 4/27/2021

DocuSigned by:  
Sam Hanmer  
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By: \_\_\_\_\_  
Manager  
Samuel Hanmer  
Date: 5/10/2021



# Host Community Agreement Certification Form

## Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

## Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Debilitating Medical Condition Treatment Centers, Inc.

2. Name of applicant’s authorized representative:

Sam Hanmer

3. Signature of applicant’s authorized representative:

DocuSigned by:  
Sam Hanmer

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4. Name of municipality:

Town of Whately

5. Name of municipality’s contracting authority or authorized representative:

Frederick Orloski



6. Signature of municipality's contracting authority or authorized representative:

Frederick P. Oloski

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

townadmin@whately.org

8. Host community agreement execution date:

4/26/21



Images of an existing marijuana manufacturing operation for reference:







