

Select Board Meeting Packet

January 24, 2022

This is the Select Board preliminary preparation information packet. The content of this package is subject to change between when it is released and the start of the Select Board meeting. Such changes will not be posted to the web site before the meeting. If you see an item or items in the preliminary preparation package that are important to you, please attend the meeting in person.



TOWN OF GROTON

173 Main Street
Groton, Massachusetts 01450-1237
Tel: (978) 448-1111
Fax: (978) 448-1115

Select Board

Rebecca H. Pine, *Chair*
Alison S. Manugian, *Vice Chair*
Peter S. Cunningham, *Clerk*
Joshua A. Degen, *Member*
John F. Reilly, *Member*

Town Manager
Mark W. Haddad

SELECT BOARD MEETING
MONDAY, JANUARY 24, 2022
AGENDA
VIRTUALLY ON ZOOM AND THE GROTON CHANNEL
PURSUANT TO THE OPEN MEETING LAW
ZOOM ID: 886 8711 2591

- 7:00 P.M. Announcements and Review Agenda for the Public
- 7:05 P.M. Public Comment Period
- I. 7:06 P.M. Town Manager's Report
1. Town Manager's Explanation of Agenda Items
 2. Update from Town Manager on COVID Protocols
 3. Review Town Manager's Proposal for MassWorks Grant for Center Sewer District Improvements
 4. Pursuant to Article 1(B) of the Agreement Between Mark Haddad and the Town of Groton – Determine if the Board Intends to Renew Agreement
 5. Consider Accepting the Town Manager's Nomination of Nancy Ohringer for Appointment to the Recycling Committee and Make Said Appointment
 6. Update on Fiscal Year 2023 Proposed Operating Budget
 7. Update on Select Board Meeting Schedule Through Spring Town Meeting
- II. 7:10 P.M. Items for Select Board Consideration and Action
1. Consider Approving Host Community Agreements with UC Retail, LLC and N.E. Craft Cultivators and Authorize Town Manager to Sign Agreements
 2. Review Draft Warrant Article to Amend Marijuana Zoning Regulations\
 3. Consider Appointing Diane Carson as the Alternate Groton Representative on the Wild and Scenic Rivers Stewardship Council.

OTHER BUSINESS

ON-GOING ISSUES – Review and Informational Purposes – Brief Comments - Items May or May Not Be Discussed

- A. Water Department – Manganese Issue – PFAS Issue
- B. Green Communities Application and Implementation
- C. Florence Roche Elementary School Construction Project
- D. Bystander Training (Feb. 8th, Feb. 24th & March 16th)
- E. Mask Mandate
- F. Electric Car Charging Stations

SELECT BOARD LIAISON REPORTS

- III. Minutes: Special Meeting of January 5, 2022
 Regularly Scheduled Meeting January 10, 2022

ADJOURNMENT

Votes may be taken at any time during the meeting. The listing of topics that the Chair reasonably anticipates will be discussed at the meeting is not intended as a guarantee of the topics that will be discussed. Not all topics listed may in fact be discussed, and other topics not listed may also be brought up for discussion to the extent permitted by law.



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Town Manager
Mark W. Haddad

To: *Select Board*

From: *Mark W. Haddad – Town Manager*

Subject: *Weekly Agenda Update/Report*

Date: *January 24, 2022*

TOWN MANAGER'S REPORT

1. Other than the Town Manager's Report, Items for Select Board Consideration and Action and a review of the On-going Issues, there is nothing specifically scheduled on Monday's Agenda.
2. While we continue to have employees infected with COVID-19, it appears to have hit a peak. We are scheduled to return to work on Monday, January 31st. Unless the Board has an objection, Town Hall will return to "Appointment Only" and the Center in West Groton will resume in-person programming on a limited basis on that date. We can discuss this in more detail at Monday's meeting.
3. Last week I had written the Board on a proposal to seek a MassWorks Grant this summer to make improvements to the Center Sewer District. I submitted an Expression of Interest to the Commonwealth of Massachusetts for such a project. Specifically, I stated that the Deluxe Property was being redeveloped into a mix-used development that would have both a business and residential component, including affordable housing. I stated that we would need approximately \$4 million to complete the project and that the Town had already conducted a study to determine the need and has set aside a significant portion of its ARPA Funds for the project. I further mentioned that we would partner with the Developer of the Deluxe Property for a successful project. Attached to this report is the Feedback received from the Commonwealth on this idea for your review and consideration. While there is no guarantee that it would be successful, they do state that there are a couple of state funding programs that may be able to fund this project, including the MassWorks Program. As you will recall, the MassWorks Program funded the Four Corner Sewer Project. That project was successful because it was shovel ready, had both a business and residential component and, most importantly, had a significant private contribution (Mickey Higgins contributed \$100,000 for the project and Dave Moulton contributed \$60,000). I think this project can be just as successful. To be competitive, in the infrastructure category, the Feedback states that *"the project will need to be advanced in design and permitting, while also leveraging a private development that is imminent and closely linked to the public improvements. The Full Application will require details about shovel readiness, scope of construction work, project cost and timeline, etc., for both the public infrastructure projects and the specific private development."* It's my understanding that this project will be submitted to the ZBA for a Comprehensive Permit sometime in February. This would meet the permitting requirement.

Continued on next page – Over >

**Select Board
Weekly Agenda Update/Report
January 24, 2022
page two**

3. Continued:

Second, it has to be shovel ready. I believe it would make sense to use the ARPA funds to have Environmental Partners design the project and have it ready to go out to bid, while asking the Developer if they would provide a financial contribution to the project. Since it will create housing, including affordable housing, and a potential business component (the property is in the GB Zone), I believe this application would be highly competitive. The best part, is we could go to Town Meeting in the Spring with an article appropriating the \$4 million, but have it contingent on receiving the Grant. This is the exact thing we did in Four Corners and it did not cost the tax payers or rate payers one dime. I think this could be a great project. I have met with the Sewer Commission and Developer and they have indicated their interest in pursuing this plan. I have asked our Sewer Engineer to develop an exact cost estimate on designing the project. I am very excited about the prospects of this grant and hope the Select Board will support pursuing said grant. I look forward to discussing this in more detail at Monday's meeting.

4. The Agreement between me and the Town is due to expire on June 30, 2022. According to Article 1(B) of the Agreement, *"the Board shall notify the Employee in writing on or before February 15, 2022, whether or not it intends to renew this Agreement. Failure of the Board to give such written notice shall result in automatic renewal of the Agreement for a one-year period, subject to appropriation and the availability of funds. Should this Agreement be automatically renewed, the same terms and conditions shall apply unless modified by written agreement of the parties."* I would respectfully request that the Board consider renewing this Agreement and enter into negotiations with me for a new three (3) year Agreement.

5. The Recycling Committee has requested that I nominate Nancy Ohringer for appointment to the Committee. Please consider this as my nomination of Ms. Ohringer for appointment. I would respectfully request that the Board accept this nomination and appoint Ms. Ohringer to the Recycling Committee.

6. With regard to the FY 2023 Proposed Operating Budget, please note that Board will be meeting in Joint Session with the Finance Committee on Saturday, January 29, 2022 beginning at 8:30 a.m. The meeting will be broadcast on Zoom. I would like to take a few minutes at Monday's meeting answering any questions or providing any necessary information the Board needs prior to the meeting.

7. Please see the update to the Select Board's Meeting Schedule through the Spring Town Meeting:

Saturday, January 29, 2022

Joint Session with FinCom – Budget Hearing

Monday, January 31, 2022

-Follow-up Discussion on FY 23 Proposed Budget

Monday, February 7, 2022

Regularly Scheduled Meeting

Monday, February 14, 2022

Regularly Scheduled Meeting

Monday, February 21, 2022

No Meeting (Holiday)

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**Select Board
Weekly Agenda Update/Report
January 24, 2022
page three**

7. Continued:

Monday, February 28, 2022	-Review First Draft of the Warrant
Monday, March 7, 2022	Regularly Scheduled Meeting
Monday, March 14, 2022	-Public Hearing on Spring Town Meeting Warrant
Monday, March 21, 2022	No Meeting
Monday, March 28, 2022	Regularly Scheduled Meeting
Monday, April 4, 2022	Regularly Scheduled Meeting
Monday, April 11, 2022	-Finalize Warrant for 2022 Spring Town Meeting
Monday, April 18, 2022	No Meeting (Holiday)
Saturday, April 30, 2022	2022 Spring Town Meeting

ITEMS FOR SELECT BOARD CONSIDERATION AND ACTION

1. Town Counsel, Dawn Dunbar and I have concluded Negotiations with UC Retail, LLC and New England Craft Cultivators on Host Community Agreements. Both Agreements are enclosed with this report for your review and consideration. Should you find them acceptable, I would respectfully request that the Board vote to approve them and authorize me to sign them. We can discuss the details of the Agreements at Monday's meeting.
2. As requested, Town Counsel has drafted a Warrant Article to amend the Marijuana Zoning Bylaw to change the 500-foot requirement from property boundary to door to door. It is enclosed with this report for your review and consideration. Should you find it acceptable, I would respectfully request that the Board vote to add the Article to the 2022 Spring Town Meeting Warrant.
3. I would respectfully request that the Board appoint Diane Carson as the Alternate Representative to the Wild and Scenic River Stewardship Council.

MWH/rjb
enclosures



Expression of Interest Feedback Report

Applicant Organization: Town of Groton
Document ID: EXP-FY23-Groton-Groton-00116
Submission Date: 12/27/2021

Thank you for submitting an Expression of Interest (EOI) to the Community One Stop for Growth. We are excited to partner with you in the pursuit of opportunities to achieve economic growth for your organization and/or community.

Your submission has been reviewed by the One Stop Team, which includes representatives from EOHEd, DHCD, MassDevelopment, and other state partner agencies as deemed necessary. This report summarizes the team's collective review of your EOI, and provides feedback and comments intended to assist you in the decision, and preparation, to submit your Full Application(s) for consideration in the current funding round.

PROJECT SPECIFIC FEEDBACK:

- **Project 1: Nod Road Pump Station and Sewer Line Improvements**
 - Based on the description, the team confirms that this project is eligible and would fit in the Infrastructure category.
 - In this case, the applicant should carefully for the MassWorks Infrastructure Program for details about how this type of application would be evaluated.
 - Based on the Rural and Small Town designation, the municipality qualifies for consideration by the Rural and Small Town Development Fund for projects submitted in the Infrastructure category. The applicant should carefully review the guidelines for the Rural and Small Town Development Fund for details about how this type of project would be evaluated.
 - To be competitive in the Infrastructure category, the project will need to be advanced in design and permitting, while also leveraging a private development that is imminent and closely linked to the public improvements. The Full Application will require details about shovel readiness, scope of construction work, project cost and timeline, etc., for both the public infrastructure projects and the specific private development.
 - However, the project should only be submitted in this category if/when it is ready to leverage and support imminent private development. Without specific housing, commercial, and/or mixed-use development and economic impact, the application is not likely to be successful.

- The applicant is an **MBTA Community** as identified in MGL section 3A c40A. Please be aware of requirements posted on December 15, 2021, that must be met by May 2, 2022 as articulated in the document “MBTA Communities: How to Comply in 2022” which can be found at: mass.gov/mbtacomunities. The law provides that a noncompliant MBTA community will not be eligible for funds from the following grant programs: (i) the Housing Choice Initiative; (ii) the Local Capital Projects Fund; or (iii) the MassWorks Infrastructure Program. Please review the requirements carefully if you intend submitting an application in the Infrastructure category in this round of the Community One Stop.
- **Referral:** The team encourages the applicant to explore the State Revolving Fund, as it may be able to support components of your project.

Please note that a referral does not give the project any special consideration or guarantee of funding from these other sources. It will be up to the applicant to follow up with the referenced resource(s) and to comply with the required guidelines and process for any programs outside of the One Stop.

In conclusion, the guidance provided above is intended to help a prospective applicant decide if they will submit a Full Application(s) to the One Stop and to provide guidance for how to strengthen such submission(s). This advice is not meant as a promise or guarantee that an application will be successful. Eligible applicants are expected to review and adhere to the posted guidelines for the programs in the corresponding categories in which they plan to submit. All applications will be reviewed and/or scored on a competitive basis.

**HOST COMMUNITY AGREEMENT FOR THE SITING OF
A MARIJUANA RETAIL ESTABLISHMENT IN THE TOWN OF GROTON**

THIS HOST COMMUNITY AGREEMENT (this "Agreement") is entered into this 24TH day of January, 2022 (the "Effective Date") by and between the **TOWN OF GROTON**, a Massachusetts municipal corporation acting by and through its Select Board, with a principal address of 173 Main Street, Groton, MA 01450 (the "Town"), and **NEW ENGLAND CRAFT CULTIVATORS, LLC**, a Massachusetts Limited Liability Company with a principal address of 113 George Street, Boston, MA 02119 (the "Company") (the Town and the Company are together the "Parties" and individually a "Party").

Recitals

WHEREAS, the Company wishes to locate a licensed Marijuana Establishment, specifically a Marijuana Retailer, as those terms are defined and used in M.G.L. c. 94G and 935 CMR 500.00 et seq., and the Zoning Bylaw of the Town of Groton, to be located at 760 Boston Road, Groton, MA (the "Facility") in accordance with the laws of the Commonwealth of Massachusetts and those of the Town;

WHEREAS, in accordance with M.G.L. c. 94G, § 3(d), a marijuana establishment seeking to operate in a municipality must execute an agreement with the host municipality setting forth the conditions to have the marijuana establishment located within the municipality and including the stipulations of responsibilities between the municipality and the marijuana establishment;

WHEREAS, the Company desires to provide community impact fee payments to the Town pursuant to M.G.L. c. 94G, § 3(d) in order to address any reasonable costs imposed upon the Town by the Company's operations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the Parties agree as follows:

Agreement

1. **Payments:** The Parties anticipate that the Facility will impact the Town's resources in ways unique to such businesses and will uniquely draw upon the Town's resources such as the Town's Road system, law enforcement, fire protection services, inspectional and permitting services, and public health services in a manner not shared by the general population and may cause additional unforeseen impacts in the Town. Accordingly, in order to mitigate any such impacts upon the Town and the use of Town resources, The Company shall make certain payments to the Town in the amounts and under the terms provided as follows:
 - a. **Processing Payment.** The Company shall make a one-time payment to the Town of One Thousand Five Hundred Dollars (\$1,500.00) to cover the Town's expenses relating to the negotiation and approval of this Agreement. The Processing Payment shall be paid to the Town within seven (7) days of the execution of this Agreement.

b. Community Impact Fee.

- (1) During the term of this Agreement the Company shall pay to the Town a "Community Impact Fee" in an amount equal to one and one-half percent (1.5%) of the gross sales of the Facility (the "Community Impact Fee Payments"). The Community Impact Fee Payments shall be made as follows:
 - i. The initial Community Impact Fee Payment ("Initial Payment") shall be due on the first day of the fourth (4th) month following the date on which Company commences the operation of the Facility, having received a final "commence operations" status from the Massachusetts Cannabis Control Commission ("Opening Date");
 - ii. Subsequent Community Impact Fee Payments shall be due three (3) months following the most recent Community Impact Fee Payment.
 - (2) Calculation of Gross Sales: For the purposes of this Agreement, gross sales shall mean gross sales at or from the Facility over the applicable three-month period of all marijuana products, as defined in 935 CMR 500.002, including all marijuana, marijuana-infused products, and any other products sold at or from the Facility subject to the Massachusetts excise tax and local option tax on marijuana products. Excluded from gross sales are sales of accessories, apparel, or other non-marijuana products at or from the Facility that are not subject to the Massachusetts excise tax and local option tax on marijuana products.
 - (3) The Community Impact Fee Payments shall be in addition to the local option tax on marijuana products adopted by the Town.
 - (4) The Community Impact Fee Payments due under this Agreement are contingent upon the Company's receipt of all state and local approvals and permits necessary to operate the Facility.
2. **Property Taxes:** At all times during the Term of this Agreement, property, both real and personal, owned or leased by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property. This provision is not intended to limit the Company's ability to challenge or appeal the valuation of its real or personal property.
3. **Community Impact Fee Relative to Town Costs:** Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the Town by the operation of the marijuana establishment..." ("Town Costs"). Notwithstanding the foregoing, the Parties acknowledge the difficulty of computing actual Town Costs and have agreed to the Community Impact Fee Payments in lieu of attempting to determine actual Town Costs incurred. The Company acknowledges that the impacts of the Facility may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs.

4. **Community Impact Fee as Other Municipal Charges:** The Community Impact Fee Payments are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company's name appears on a list furnished to the licensing authority from the Groton Tax Collector of individuals delinquent on their taxes or other municipal charges. Written notice must be given to the Company by the Groton Tax Collector, as required by applicable provision of law, and the Company must be given the opportunity for a hearing not earlier than fourteen (14) days after said notice.
5. **Use of Community Impact Fee:** The Town may expend the Community Impact Fee at the Town's sole and absolute discretion.
6. **Payments and Compliance with Agreement as Condition of Operation; Default and Remedy:**
 - a. All payments required of the Company under this Agreement, including but not limited to the Community Impact Fee Payments and taxes, are necessary for the Company's continued operation of the Facility. Failure to make any required payments shall constitute a default of this Agreement and may serve as cause for the Town's immediate review, upon ten (10) business days' notice to the Company by the Town, of the remedies available to the Town in this section and other sections of this Agreement.
 - b. The Company shall be in default of this Agreement if any of the following occur:
 - i. The Company fails to make any payments required pursuant to this Agreement and such failure is not cured within ten (10) business days of written notification from Town; or
 - ii. The Company breaches any other provision of this Agreement and such breach is not cured within thirty (30) days of written notification from the Town; provided, however, that in the event such breach is not capable of being cured within such 30-day period, the Company shall have such additional time as may be reasonably necessary to cure such breach so long as the Company commences said cure within the initial 30-day period and thereafter diligently prosecutes the same to completion.
 - c. As a remedy for any default by the Company, the Town may, among other remedies, revoke or limit the permission of the Company to operate in the Town and issue an order to cease and desist with all operations associated with the Facility upon written notice from the Town. The Town's costs of enforcing against any such default, including the Town's attorneys' fees, shall be paid by the Company.
7. **Scope of Facility:**
 - a. This Agreement authorizes and governs the operation of the Facility as specifically defined in this Agreement. The Company shall not expand the Facility in any way without notifying the Town and entering good faith negotiations to amend this Agreement, provided that any such amendment shall not result in a decrease in the

Community Impact Fee Payments due to the Town under this Agreement.

- b. The Company shall not seek licensure for or seek to operate any type of marijuana establishment at any other location within the geographic boundaries of the Town without first entering into a separate host community agreement with the Town.

8. Site and Facility Operations:

- a. Traffic Mitigation. The Company shall comply with any Town bylaw, regulation, policy, or local approval with respect to providing sufficient mitigation of traffic impacts associated with the Facility. At any time during the Term, the Company shall upon request submit a traffic mitigation plan for review and approval by the Select Board. Failure by the Company to mitigate traffic impacts associated with the Facility to the satisfaction of the Select Board shall be a default of this Agreement and grounds for the Town to pursue the remedies specified in Section 6 of this Agreement, to pursue other remedies available under this Agreement or at law, or to seek termination of this Agreement.
- b. Security.
 - (1) The Company shall maintain security at the Facility at least in accordance the security plan presented to the Town and approved by the Cannabis Control Commission. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Facility and the security thereof. Such compliance shall include but will not be limited to: providing hours of operation, after-hours contact information, and access to surveillance operations to the Groton Police Department, and requiring agents and employees of the Facility to produce identification to law enforcement upon request.
 - (2) The Company shall promptly report the discovery of the following to the Groton Police Department within twenty-four (24) hours: diversion of marijuana; unusual discrepancies identified during inventory, theft, loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, distribution, and delivery of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, employees, or customers; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.
 - (3) The Company shall coordinate with the Groton Police Department in the development and implementation of required security measures, including the determination of the placement of security cameras, and the sharing of security information. The Company will maintain a cooperative relationship with the Groton Police Department, including but not limited to, periodic meetings to review operational concerns and communication with the Groton Police Department of any suspicious activities at the Facility.

- c. Operating Hours. The maximum hours of operation of the Facility shall be established by the Select Board.
 - d. Approval of Manager. If requested by the Town, the Company shall provide to the Town background documentation submitted to the Cannabis Control Commission for the Facility's on-site manager.
 - e. Diversion Program. To the extent requested by the Groton Police Department, and consistent with the regulations of the Cannabis Control Commission, the Company shall work with the Groton Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the date that the Company commences operations at the Facility. Such plan will include but is not limited to: (i) training the Company's employees to be aware of, observe, and report any unusual behavior in authorized visitors or other employees that may indicate the potential for diversion; and, (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.
9. **Compliance with Local Law:** The Company shall work cooperatively with all necessary Town boards, commissions, committees, officers, or officials to ensure that the Company's operations are compliant with the bylaws, regulations, and policies of the Town. This Agreement does not waive, limit, control, or in any way affect the legal authority of any Town board, commission, committee, officer, or official to regulate, authorize, restrict, inspect, investigate, enforce against, or issue, deny, suspend, or revoke any permit, license or other approval with respect to, the Company or the Facility, nor does it waive, limit, control, or in any way affect the legal authority of the Groton Police Department to investigate, prevent, or take action against any criminal activity with respect to the Company or the Facility. Nothing in this Agreement presumes, implies, suggests, or otherwise creates any promise either that the Company shall obtain or retain any or all local permits, licenses, and other approvals that are required in order to operate at the Facility.

10. Additional Company Obligations and Community Support:

- a. Annual Reports. The Company shall, at least annually, provide the Town with copies of all reports submitted to the Cannabis Control Commission regarding operations at the Facility.
- b. Financial Records.
 - (1) At the time the Company submits each Community Impact Fee Payment to the Town, the Company shall submit financial records pertaining only to the Facility in Groton (and not additional locations) to the Town with a certification of gross sales with respect to such Payment. The Town may submit copies of any of the forgoing documents to the Cannabis Control Commission at any time. The Company shall also submit to the Town copies of any additional financial records the Company must submit to the Cannabis Control Commission. The Company shall maintain its books financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the Cannabis Control Commission. All such records shall be kept for a period of at least seven (7) years. The provisions of this section shall survive the termination or expiration of this

Agreement.

- (2) During the term of this Agreement and for three (3) years following termination of this Agreement, the Town shall have the right to examine, audit and copy (at its sole cost and expense) those parts of the Company's books and financial records which relate to the determination of each Payment. Such examinations may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. The Town's examination, copying or audit of such records shall be conducted in such manner as not to interfere with the Company's normal business activities. The provisions of this section shall survive the termination or expiration of this Agreement.
- c. Local Vendors. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility. Notwithstanding the foregoing, residency within the Town will be one of several factors in hiring decisions at the Facility but shall not be determinative and shall not prevent the Company from engaging services from the most qualified vendors.
- d. Employment/Salaries. Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Town as employees at the Facility. Notwithstanding the foregoing, residency within the Town will be one of several factors in hiring decisions at the Facility but shall not be determinative and shall not prevent the Company from hiring the most qualified candidates.
- e. Reports on Vendors and Employment. The Company shall provide the Town with annual reports indicating the percentages of vendors and employees in accordance with paragraphs (a) and (b) above.
- 11. Indemnification**: Upon the Effective Date, the Company shall defend, indemnify, and hold harmless the Town, its officers, employees, and agents ("Indemnified Parties") against any claims, actions, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits against or involving the Indemnified Parties, including reasonable attorneys' fees, reasonable experts' fees, and associated court costs ("Liabilities") that arise from or relate in any way to (i) this Agreement, or (ii) the Facility. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Town which would exist at common law or under other provisions of this Agreement. This indemnification shall survive the termination or expiration of this Agreement for a period equal to the applicable statute of limitations period. If any action or proceeding is brought against the Town arising out of any occurrence described in this section, upon notice from the Town, the Company shall, at its expense, defend such action or proceeding using legal counsel approved by the Town, provided that no such action or proceeding shall be settled without the approval of the Town.
- 12. Town Support**: The Town agrees to submit to the Cannabis Control Commission all

documentation and other information required from the Town for the Company to obtain approval to operate the Facility and for annual license renewals. The Town agrees to support the Company's applications with the Cannabis Control Commission but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Town's normal and regular course of conduct and in accordance with their rules and regulations and any statutory guidelines governing them. The Town agrees to use best efforts to work with the Company, if approved, to help advise the Company on their community support and employee outreach programs.

13. Term and Termination:

- a. This Agreement shall take effect on the Effective Date.
- b. Unless terminated, this Agreement shall continue in effect until a final Community Impact Fee Payment is accepted by the Town covering gross sales for the final three months of the Company's fifth (5th) year of operation of the Facility following the Opening Date, such that the Company's obligation to make the Community Impact Fee Payments shall not be effective for more than five (5) years (the "Term").
- c. Upon the fourth (4th) anniversary of the Opening Date, the Parties shall negotiate in good faith a new host community agreement to succeed this Agreement, unless such a successor agreement is prohibited by law.
- d. Notwithstanding the default remedies of the Town set forth in Section 6 of this Agreement, in the event the Company (i) permanently ceases operation of the Facility, (ii) in any way loses or has its license(s) permanently revoked by the Cannabis Control Commission, or (iii) fails to comply with the terms of this Agreement and such failure is not cured within thirty (30) days of the Company receiving written notice from the Town of the Company's failure to comply, the Town may terminate this Agreement upon (10) days written notice to the Company.
- e. This Agreement shall terminate, with notification of such status submitted by the Town to the Cannabis Control Commission, should any of the following occur:
 - (1) The Company is not granted a special permit authorizing the operation of the Facility by the Groton Planning Board in accordance the Town of Groton's Zoning Bylaw within twelve (12) months of the Effective Date of this Agreement.
 - (2) The Company fails to commence the operation of the Facility within sixteen (16) months of the Effective Date of this Agreement.

The Select Board may, in its sole and absolute discretion, grant an extension of any of these deadlines such that this Agreement shall remain in full force and effect, provided that the Company has continued to act in good faith to commence operation of the Facility. Such extension shall be set forth in a letter from the Groton Select Board.

- f. This Agreement may be terminated by the Company, with notice to the Town, if the Company (i) determines that it will not commence the operation of the Facility, or (ii) permanently ceases operation of the Facility, provided that any payments due to the

Town shall be pro-rated and payable by the Company at the time of such termination. This subparagraph shall survive the termination of this Agreement.

14. **Successors/Assignment:** The qualifications and identity of the Company are of particular concern to the Town and it is because of the Company's qualifications and identity that the Town has entered into this Agreement with the Company. The Company shall not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, said consent not to be unreasonably withheld. If the Company wishes to assign this Agreement to another entity, then it shall provide written notice to the Town, in which it shall also provide information on the prospective assignee. The Town shall have thirty (30) days to identify any concerns with the prospective assignee, but the Town shall not unreasonably condition, postpone, or withhold its consent. No voluntary or involuntary successor in interest of the Company shall acquire any rights or powers under this Agreement without the prior written consent of the Town. Any change in control of the Company resulting from a merger, consolidation, stock transfer, or asset sale, or a change in the name of the Company, shall be deemed an assignment or transfer for purposes of this Agreement that requires the Town's prior written consent.
15. **No Joint Venture:** The Parties agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.
16. **No Rights in Third Parties:** This Agreement is not intended to, nor shall it be construed to create any rights in any third parties.
17. **Governing Law:** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflicts of law, and the Company submits to the jurisdiction of a court of competent jurisdiction in Middlesex County for the adjudication of disputes arising out of this Agreement. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.
18. **Headings:** The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.
19. **Amendments / Waivers:** Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all of the Parties. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
20. **Severability:** If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the 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.

- 21. Reopening of Agreement:** If under applicable Massachusetts law the terms of this Agreement are determined to any extent to be illegal, otherwise invalid, or incapable of being enforced, or a decision of an appellate court or statutory amendment compels a change to the manner in which the Community Impact Fee Payments are calculated or paid as set forth in this Agreement, the Town and the Company shall negotiate in good faith amendments to this Agreement so that this Agreement, as amended, complies with applicable law.
- 22. Entire Agreement:** This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described, and supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties.
- 23. Notices:** Except as otherwise provided in this Agreement, any notices given under this Agreement shall be addressed as follows:

The Town: Mark W. Haddad, Town Manager
 Groton Town Hall
 173 Main Street
 Groton, MA 01450

Company: Wes Ritchie & Ture Turnbull, Co-Founders
 New England Craft Cultivators, LLC
 113 George Street
 Boston, MA 02119

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by email, if the sender receives reply email confirming such delivery has been successful and the sender mails a copy of such notice to the other Party by U.S. first-class mail on such date.

- 24. Counterparts:** This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party may execute this Agreement by signing one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

TOWN OF GROTON

NEW ENGLAND CRAFT CULTIVATORS, LLC

Mark W. Haddad, Town Manager,
Duly Authorized By a Vote of the
Groton Select Board on
January 24, 2022

Ture R. Turnbull, Manager

Wesley Ritchie, Secretary

**HOST COMMUNITY AGREEMENT FOR THE SITING OF
A MARIJUANA RETAIL ESTABLISHMENT IN THE TOWN OF GROTON**

THIS HOST COMMUNITY AGREEMENT (this "Agreement") is entered into this 24TH day of January, 2022 (the "Effective Date") by and between the **TOWN OF GROTON**, a Massachusetts municipal corporation acting by and through its Select Board, with a principal address of 173 Main Street, Groton, MA 01450 (the "Town"), and **UC RETAIL, LLC**, a Massachusetts Limited Liability Company with a principal address of 601 Fitchburg State Road, Ashby, MA 01431 (the "Company") (the Town and the Company are together the "Parties" and individually a "Party").

Recitals

WHEREAS, the Company wishes to locate a licensed Marijuana Establishment, specifically a Marijuana Retailer, as those terms are defined and used in M.G.L. c. 94G and 935 CMR 500.00 et seq., and the Zoning Bylaw of the Town of Groton, to be located at 489 Main Street, Groton, MA (the "Facility") in accordance with the laws of the Commonwealth of Massachusetts and those of the Town;

WHEREAS, in accordance with M.G.L. c. 94G, § 3(d), a marijuana establishment seeking to operate in a municipality must execute an agreement with the host municipality setting forth the conditions to have the marijuana establishment located within the municipality and including the stipulations of responsibilities between the municipality and the marijuana establishment;

WHEREAS, the Company desires to provide community impact fee payments to the Town pursuant to M.G.L. c. 94G, § 3(d) in order to address any reasonable costs imposed upon the Town by the Company's operations.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the Parties agree as follows:

Agreement

1. **Payments:** The Parties anticipate that the Facility will impact the Town's resources in ways unique to such businesses and will uniquely draw upon the Town's resources such as the Town's Road system, law enforcement, fire protection services, inspectional and permitting services, and public health services in a manner not shared by the general population and may cause additional unforeseen impacts in the Town. Accordingly, in order to mitigate any such impacts upon the Town and the use of Town resources, The Company shall make certain payments to the Town in the amounts and under the terms provided as follows:
 - a. **Processing Payment.** The Company shall make a one-time payment to the Town of One Thousand Five Hundred Dollars (\$1,500.00) to cover the Town's expenses relating to the negotiation and approval of this Agreement. The Processing Payment shall be paid to the Town within seven (7) days of the execution of this Agreement.

b. Community Impact Fee.

- (1) During the term of this Agreement the Company shall pay to the Town a "Community Impact Fee" in an amount equal to one and one-half percent (1.5%) of the gross sales of the Facility (the "Community Impact Fee Payments"). The Community Impact Fee Payments shall be made as follows:
 - i. The initial Community Impact Fee Payment ("Initial Payment") shall be due on the first day of the fourth (4th) month following the date on which Company commences the operation of the Facility, having received a final "commence operations" status from the Massachusetts Cannabis Control Commission ("Opening Date");
 - ii. Subsequent Community Impact Fee Payments shall be due three (3) months following the most recent Community Impact Fee Payment.
 - (2) Calculation of Gross Sales: For the purposes of this Agreement, gross sales shall mean gross sales at or from the Facility over the applicable three-month period of all marijuana products, as defined in 935 CMR 500.002, including all marijuana, marijuana-infused products, and any other products sold at or from the Facility subject to the Massachusetts excise tax and local option tax on marijuana products. Excluded from gross sales are sales of accessories, apparel, or other non-marijuana products at or from the Facility that are not subject to the Massachusetts excise tax and local option tax on marijuana products.
 - (3) The Community Impact Fee Payments shall be in addition to the local option tax on marijuana products adopted by the Town.
 - (4) The Community Impact Fee Payments due under this Agreement are contingent upon the Company's receipt of all state and local approvals and permits necessary to operate the Facility.
2. **Property Taxes:** At all times during the Term of this Agreement, property, both real and personal, owned or leased by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property. This provision is not intended to limit the Company's ability to challenge or appeal the valuation of its real or personal property.
3. **Community Impact Fee Relative to Town Costs:** Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the Town by the operation of the marijuana establishment..." ("Town Costs"). Notwithstanding the foregoing, the Parties acknowledge the difficulty of computing actual Town Costs and have agreed to the Community Impact Fee Payments in lieu of attempting to determine actual Town Costs incurred. The Company acknowledges that the impacts of the Facility may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Town Costs.

4. **Community Impact Fee as Other Municipal Charges:** The Community Impact Fee Payments are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company's name appears on a list furnished to the licensing authority from the Groton Tax Collector of individuals delinquent on their taxes or other municipal charges. Written notice must be given to the Company by the Groton Tax Collector, as required by applicable provision of law, and the Company must be given the opportunity for a hearing not earlier than fourteen (14) days after said notice.

5. **Use of Community Impact Fee:** The Town may expend the Community Impact Fee at the Town's sole and absolute discretion.

6. **Payments and Compliance with Agreement as Condition of Operation; Default and Remedy:**

a. All payments required of the Company under this Agreement, including but not limited to the Community Impact Fee Payments and taxes, are necessary for the Company's continued operation of the Facility. Failure to make any required payments shall constitute a default of this Agreement and may serve as cause for the Town's immediate review, upon ten (10) business days' notice to the Company by the Town, of the remedies available to the Town in this section and other sections of this Agreement.

b. The Company shall be in default of this Agreement if any of the following occur:

i. The Company fails to make any payments required pursuant to this Agreement and such failure is not cured within ten (10) business days of written notification from Town; or

ii. The Company breaches any other provision of this Agreement and such breach is not cured within thirty (30) days of written notification from the Town; provided, however, that in the event such breach is not capable of being cured within such 30-day period, the Company shall have such additional time as may be reasonably necessary to cure such breach so long as the Company commences said cure within the initial 30-day period and thereafter diligently prosecutes the same to completion.

c. As a remedy for any default by the Company, the Town may, among other remedies, revoke or limit the permission of the Company to operate in the Town and issue an order to cease and desist with all operations associated with the Facility upon written notice from the Town. The Town's costs of enforcing against any such default, including the Town's attorneys' fees, shall be paid by the Company.

7. **Scope of Facility:**

a. This Agreement authorizes and governs the operation of the Facility as specifically defined in this Agreement. The Company shall not expand the Facility in any way without notifying the Town and entering good faith negotiations to amend this Agreement, provided that any such amendment shall not result in a decrease in the

Community Impact Fee Payments due to the Town under this Agreement.

- b. The Company shall not seek licensure for or seek to operate any type of marijuana establishment at any other location within the geographic boundaries of the Town without first entering into a separate host community agreement with the Town.

8. Site and Facility Operations:

- a. Traffic Mitigation. The Company shall comply with any Town bylaw, regulation, policy, or local approval with respect to providing sufficient mitigation of traffic impacts associated with the Facility. At any time during the Term, the Company shall upon request submit a traffic mitigation plan for review and approval by the Select Board. Failure by the Company to mitigate traffic impacts associated with the Facility to the satisfaction of the Select Board shall be a default of this Agreement and grounds for the Town to pursue the remedies specified in Section 6 of this Agreement, to pursue other remedies available under this Agreement or at law, or to seek termination of this Agreement.

- b. Security.

- (1) The Company shall maintain security at the Facility at least in accordance the security plan presented to the Town and approved by the Cannabis Control Commission. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Facility and the security thereof. Such compliance shall include but will not be limited to: providing hours of operation, after-hours contact information, and access to surveillance operations to the Groton Police Department, and requiring agents and employees of the Facility to produce identification to law enforcement upon request.
- (2) The Company shall promptly report the discovery of the following to the Groton Police Department within twenty-four (24) hours: diversion of marijuana; unusual discrepancies identified during inventory, theft, loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, distribution, and delivery of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, employees, or customers; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.
- (3) The Company shall coordinate with the Groton Police Department in the development and implementation of required security measures, including the determination of the placement of security cameras, and the sharing of security information. The Company will maintain a cooperative relationship with the Groton Police Department, including but not limited to, periodic meetings to review operational concerns and communication with the Groton Police Department of any suspicious activities at the Facility.

- c. Operating Hours. The maximum hours of operation of the Facility shall be established by the Select Board.
 - d. Approval of Manager. If requested by the Town, the Company shall provide to the Town background documentation submitted to the Cannabis Control Commission for the Facility's on-site manager.
 - e. Diversion Program. To the extent requested by the Groton Police Department, and consistent with the regulations of the Cannabis Control Commission, the Company shall work with the Groton Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the date that the Company commences operations at the Facility. Such plan will include but is not limited to: (i) training the Company's employees to be aware of, observe, and report any unusual behavior in authorized visitors or other employees that may indicate the potential for diversion; and, (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Facility.
- 9. Compliance with Local Law:** The Company shall work cooperatively with all necessary Town boards, commissions, committees, officers, or officials to ensure that the Company's operations are compliant with the bylaws, regulations, and policies of the Town. This Agreement does not waive, limit, control, or in any way affect the legal authority of any Town board, commission, committee, officer, or official to regulate, authorize, restrict, inspect, investigate, enforce against, or issue, deny, suspend, or revoke any permit, license or other approval with respect to, the Company or the Facility, nor does it waive, limit, control, or in any way affect the legal authority of the Groton Police Department to investigate, prevent, or take action against any criminal activity with respect to the Company or the Facility. Nothing in this Agreement presumes, implies, suggests, or otherwise creates any promise either that the Company shall obtain or retain any or all local permits, licenses, and other approvals that are required in order to operate at the Facility.
- 10. Additional Company Obligations and Community Support:**
- a. Annual Reports. The Company shall, at least annually, provide the Town with copies of all reports submitted to the Cannabis Control Commission regarding operations at the Facility.
 - b. Financial Records.
 - (1) At the time the Company submits each Community Impact Fee Payment to the Town, the Company shall submit financial records pertaining only to the Facility in Groton (and not additional locations) to the Town with a certification of gross sales with respect to such Payment. The Town may submit copies of any of the forgoing documents to the Cannabis Control Commission at any time. The Company shall also submit to the Town copies of any additional financial records the Company must submit to the Cannabis Control Commission. The Company shall maintain its books financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the Cannabis Control Commission. All such records shall be kept for a period of at least seven (7) years. The

provisions of this section shall survive the termination or expiration of this Agreement.

- (2) During the term of this Agreement and for three (3) years following termination of this Agreement, the Town shall have the right to examine, audit and copy (at its sole cost and expense) those parts of the Company's books and financial records which relate to the determination of each Payment. Such examinations may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. The Town's examination, copying or audit of such records shall be conducted in such manner as not to interfere with the Company's normal business activities. The provisions of this section shall survive the termination or expiration of this Agreement.
- c. Local Vendors. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility. Notwithstanding the foregoing, residency within the Town will be one of several factors in hiring decisions at the Facility but shall not be determinative and shall not prevent the Company from engaging services from the most qualified vendors.
- d. Employment/Salaries. Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Town as employees at the Facility. Notwithstanding the foregoing, residency within the Town will be one of several factors in hiring decisions at the Facility but shall not be determinative and shall not prevent the Company from hiring the most qualified candidates.
- e. Reports on Vendors and Employment. The Company shall provide the Town with annual reports indicating the percentages of vendors and employees in accordance with paragraphs (a) and (b) above.
- 11. Indemnification**: Upon the Effective Date, the Company shall defend, indemnify, and hold harmless the Town, its officers, employees, and agents ("Indemnified Parties") against any claims, actions, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits against or involving the Indemnified Parties, including reasonable attorneys' fees, reasonable experts' fees, and associated court costs ("Liabilities") that arise from or relate in any way to (i) this Agreement, or (ii) the Facility. The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the Town which would exist at common law or under other provisions of this Agreement. This indemnification shall survive the termination or expiration of this Agreement for a period equal to the applicable statute of limitations period. If any action or proceeding is brought against the Town arising out of any occurrence described in this section, upon notice from the Town, the Company shall, at its expense, defend such action or proceeding using legal counsel approved by the Town, provided that no such action or proceeding shall be settled without the approval of the Town.

- 12. Town Support:** The Town agrees to submit to the Cannabis Control Commission all documentation and other information required from the Town for the Company to obtain approval to operate the Facility and for annual license renewals. The Town agrees to support the Company's applications with the Cannabis Control Commission but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Town's normal and regular course of conduct and in accordance with their rules and regulations and any statutory guidelines governing them. The Town agrees to use best efforts to work with the Company, if approved, to help advise the Company on their community support and employee outreach programs.

Notwithstanding the foregoing, the Town agrees to submit for consideration at the Spring Town Meeting in 2022 a warrant article to amend Chapter 218, Section 10.4.C(3) of the Groton Zoning Bylaw (the "Zoning Amendment"), to read substantially as follows:

(3) No marijuana establishment entrance shall be located closer than 500 feet from the entrance of a preexisting public or private preschool, school providing education in kindergarten or any grades 1 through 12, junior college, college, licensed day-care center, church, library, park, playground, or other marijuana establishment. Distance shall be measured in a straight line from the geometric center of the marijuana establishment's entrance door to the geometric center of the entrance door or primary public entrance location of the nearest facility listed in the previous sentence, unless there is an impassable barrier within those 500 feet that renders any part of the 500-foot straight-line distance inaccessible by a pedestrian or automobile, in which case the 500-foot distance shall be measured along the center of the shortest publicly-accessible pedestrian travel path from the geometric center of the marijuana establishment's entrance door to the geometric center of the entrance door or primary public entrance location of the nearest facility listed in the previous sentence.

13. Term and Termination:

- a. This Agreement shall take effect on the Effective Date.
- b. Unless terminated, this Agreement shall continue in effect until a final Community Impact Fee Payment is accepted by the Town covering gross sales for the final three months of the Company's fifth (5th) year of operation of the Facility following the Opening Date, such that the Company's obligation to make the Community Impact Fee Payments shall not be effective for more than five (5) years (the "Term").
- c. Upon the fourth (4th) anniversary of the Opening Date, the Parties shall negotiate in good faith a new host community agreement to succeed this Agreement, unless such a successor agreement is prohibited by law.
- d. Notwithstanding the default remedies of the Town set forth in Section 6 of this Agreement, in the event the Company (i) permanently ceases operation of the Facility, (ii) in any way loses or has its license(s) permanently revoked by the Cannabis Control Commission, or (iii) fails to comply with the terms of this Agreement and such failure is not cured within thirty (30) days of the Company receiving written notice from the Town of the Company's failure to comply, the Town may terminate this Agreement upon (10) days written notice to the Company.

e. This Agreement shall terminate, with notification of such status submitted by the Town to the Cannabis Control Commission, should any of the following occur:

- (1) The Town fails to submit the Zoning Amendment for consideration at the Spring Town Meeting in 2022 and the Company has not found an alternative suitable location for the Facility acceptable to the Town.
- (2) The Groton Town Meeting fails to approve the Zoning Amendment and the Company has not found an alternative suitable location for the Facility acceptable to the Town.
- (3) The Company is not granted a special permit authorizing the operation of the Facility by the Groton Planning Board in accordance the Town of Groton's Zoning Bylaw within twelve (12) months of the Effective Date of this Agreement.
- (4) The Company fails to commence the operation of the Facility within sixteen (16) months of the Effective Date of this Agreement.

The Select Board may, in its sole and absolute discretion, grant an extension of any of these deadlines such that this Agreement shall remain in full force and effect, provided that the Company has continued to act in good faith to commence operation of the Facility. Such extension shall be set forth in a letter from the Groton Select Board.

f. This Agreement may be terminated by the Company, with notice to the Town, if the Company (i) determines that it will not commence the operation of the Facility, or (ii) permanently ceases operation of the Facility, provided that any payments due to the Town shall be pro-rated and payable by the Company at the time of such termination. This subparagraph shall survive the termination of this Agreement.

14. Successors/Assignment: The qualifications and identity of the Company are of particular concern to the Town and it is because of the Company's qualifications and identity that the Town has entered into this Agreement with the Company. The Company shall not assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, said consent not to be unreasonably withheld. If the Company wishes to assign this Agreement to another entity, then it shall provide written notice to the Town, in which it shall also provide information on the prospective assignee. The Town shall have thirty (30) days to identify any concerns with the prospective assignee, but the Town shall not unreasonably condition, postpone, or withhold its consent. No voluntary or involuntary successor in interest of the Company shall acquire any rights or powers under this Agreement without the prior written consent of the Town. Any change in control of the Company resulting from a merger, consolidation, stock transfer, or asset sale, or a change in the name of the Company, shall be deemed an assignment or transfer for purposes of this Agreement that requires the Town's prior written consent.

15. No Joint Venture: The Parties agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

16. **No Rights in Third Parties:** This Agreement is not intended to, nor shall it be construed to create any rights in any third parties.
17. **Governing Law:** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflicts of law, and the Company submits to the jurisdiction of a court of competent jurisdiction in Middlesex County for the adjudication of disputes arising out of this Agreement. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.
18. **Headings:** The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.
19. **Amendments / Waivers:** Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all of the Parties. Forbearance or indulgence by a Party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
20. **Severability:** If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the 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.
21. **Reopening of Agreement:** If under applicable Massachusetts law the terms of this Agreement are determined to any extent to be illegal, otherwise invalid, or incapable of being enforced, or a decision of an appellate court or statutory amendment compels a change to the manner in which the Community Impact Fee Payments are calculated or paid as set forth in this Agreement, the Town and the Company shall negotiate in good faith amendments to this Agreement so that this Agreement, as amended, complies with applicable law.
22. **Entire Agreement:** This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described, and supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties.
23. **Notices:** Except as otherwise provided in this Agreement, any notices given under this Agreement shall be addressed as follows:

The Town: Mark W. Haddad, Town Manager
 Groton Town Hall
 173 Main Street
 Groton, MA 01450

Company: Michael Spengler, Manager
United Cultivation, LLC
601 Fitchburg State Road
Ashby, MA 01431

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by email, if the sender receives reply email confirming such delivery has been successful and the sender mails a copy of such notice to the other Party by U.S. first-class mail on such date.

- 24. Counterparts:** This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any Party may execute this Agreement by signing one or more counterparts.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

TOWN OF GROTON

UC RETAIL, LLC

Mark W. Haddad, Town Manager,
Duly Authorized By a Vote of the
Groton Select Board on
January 24, 2022

By: United Cultivation, LLC, Manager

Michael Spengler, Manager

ARTICLE: ZONING AMENDMENT – MARIJUANA ESTABLISHMENTS

To see if the Town will vote to amend the Zoning Bylaw by deleting Section 218-10.4(C)(3) in its entirety and replacing it with a new Section 218-10.4(C)(3) as follows:

(3) No marijuana establishment entrance shall be located closer than 500 feet from the entrance of a preexisting public or private preschool, school providing education in kindergarten or any grades 1 through 12, junior college, college, licensed day-care center, church, library, park, playground, or other marijuana establishment. Distance shall be measured in a straight line from the geometric center of the marijuana establishment's entrance door to the geometric center of the entrance door or primary public entrance location of the nearest facility listed in the previous sentence, unless there is an impassable barrier within those 500 feet that renders any part of the 500-foot straight-line distance inaccessible by a pedestrian or automobile, in which case the 500-foot distance shall be measured along the center of the shortest publicly-accessible pedestrian travel path from the geometric center of the marijuana establishment's entrance door to the geometric center of the entrance door or primary public entrance location of the nearest facility listed in the previous sentence.

or to take any other action relative thereto.

SELECT BOARD

Select Board:

Finance Committee:

Planning Board:

Summary: *The intent of this Zoning Amendment is to bring the Town's Marijuana Zoning Bylaw in compliance with State Law and State Regulations relative to distance between various establishments.*

**SELECT BOARD MEETING MINUTES
VIRTUAL MEETING
MONDAY, JANUARY 10, 2022
UN-APPROVED**

SB Members Present: Rebecca H. Pine, Chair; Alison S. Manugian, Vice Chair; Peter S. Cunningham, Clerk; Joshua A. Degen, Member; John F. Reilly, Member

Also Present: Mark W. Haddad, Town Manager; Dawn Dunbar, Executive Assistant to the Town Manager; Finance Committee Members: Bud Robertson, Scott Whitefield, Gary Green, Jamie McDonald, David Manugian; Finance Team Members: Megan Foster, Michael Bouchard, Patricia Dufresne, Michael Hartnett, Melisa Doig, Hannah Moller; Library Director, Vanessa Abraham; Board of Library Trustees: David Zeiler, Kristen von Campe, Jane Allen, Mark Gerath, Nancy Wilder

Ms. Pine called the meeting to order at 7:00pm and reviewed the agenda.

ANNOUNCEMENTS

Mr. Haddad said that they had a pretty bad ice storm last week adding that one of their fire trucks sustained damage, the primary pumper truck from the Lost Lake Station. He said that because this was the primary truck for that station, the Lost Lake Station would be closed until further notice.

Ms. Pine said that they had a vacancy on the Finance Committee with applications being accepted until Friday, January 14th. She said that the three-member committee would meet with the Finance Committee on Tuesday, January 18th to interview candidates. Mr. Cunningham said that he said it was a good process and was glad that the Committee decided to re-advertise the vacancy.

TOWN MANAGER'S REPORT

1. Mr. Haddad said that a lot had happened since the Select Board last met with regard to dealing with the recent increase in COVID-19 infections due to the Omicron Variant. He said that on December 29, 2021, Town Hall and the Center in West Groton were closed to the public and all employees began working remotely through at least January 18, 2022. He said that last week, he issued a new COVID Order/Policy. He said that they had set an additional policy requiring that all employees who come to work have to take a rapid test (purchased using ARPA funds for this purpose) through January 14, 2022. Mr. Haddad said that they would extend this, if necessary. He said that if the employee tested positive, they were sent home and told to get a PCR Test to confirm. He said that for Public Safety employees, they had contracted, through the Fire Department, with a company to administer the PCR test so that they could get the results quicker. Mr. Haddad said that while they had had over 20 employees test positive for COVID, thankfully, they had not had an issue staffing Departments and continue to provide their outstanding services. Ms. Doig said that they had 26 employees as of that day. Mr. Haddad said that he could not say enough about their Department Heads and employees. He said that they had all been nothing short of amazing getting them through this very difficult time period. He said that it was their intention to have employees return to work (still keeping by Appointment Only) on January 13th, but that he had rethought this and would like to keep working remotely through the end of the month and return to work on January 31, 2022.

Ms. Pine said she had no issue with this. Mr. Cunningham said he also had no issue playing it safe. Mr. Degen said he also had no issue. He said he also urged the Library Trustees and the Director to hold a meeting immediately to also to discuss closing the Library.

2. Mr. Haddad said that it was that time of year for the Board to call for the 2022 Spring Town Meeting. He said that the default date for the Town Meeting was the fourth Monday in April with this year that date being April 25, 2022. Mr. Haddad said that given the success of holding the meeting on Saturdays, he wanted the Board to consider holding the meeting on either Saturday, April 23, 2022, or Saturday, April 30, 2022. He said that one consideration in choosing the Town Meeting date was how it would impact the date of the Annual Election. He said that should the Board call for the meeting on April 23rd or 25th, the Election would be on May 17, 2022 and if they called for the meeting on April 30th, the Election would be held on May 24, 2022.

Ms. Manugian said that the Saturday had worked well, especially during Covid. She said that she thought the 30th might be a better day because the 23rd was the end of school vacation week. Ms. Pine said she was also going to recommend the 30th. Mr. Degen said he was not available. Mr. Cunningham agreed that waiting until a little later in the spring was better in case they needed to hold the meeting outdoors. Discussion ensued with available dates. Mr. Degen said he would change his plans to accommodate April 30th.

Mr. Cunningham moved that they hold the 2022 Spring Town Meeting on April 30th and for the warrant to close on February 25th. Ms. Manugian seconded the motion. Roll Call: Manugian-aye; Reilly-aye; Cunningham-aye; Degen-aye; Pine-aye

Mr. Robertson called the Finance Committee to order at 7:15pm.

TOWN MANAGER'S FY23 PROPOSED OPERATING BUDGET PRESENTATION

Mr. Haddad said that the Finance Team was not anticipating decreases in revenue for FY23. He said that the Town had a unique opportunity to invest in the municipal budget this year. Mr. Haddad reviewed the guidance set by the Select Board and Finance Committee and the timeline for budget deadlines/meetings.

Mr. Haddad said that the FY22 budget was \$20,933 under the levy limit and that new growth had been certified at \$19.7M which added \$347,620 to the FY22 levy limit. He said that they were level funding state aid but anticipating a significant increase in estimated receipts for FY23 or an additional \$383,526. He said that one area was an increase in motor vehicle excise tax adding they had increased this by \$35,526; an increase in meals tax/room occupancy tax by \$100,000; a decrease in penalties and interest by \$10,000 because residents pay their taxes on time; and an increase in other departmental revenue by \$205,000.

Mr. Haddad said that both GDRSD and NVTHS had just started developing their budgets adding they had strong collaboration with the school districts. He said that GDRSD's 5-year projection called for an increase in their assessment of \$1.2M or 81% of their new revenue. He said that the Superintendent was considering using \$600K in E&D to help balance the budget. He said that if they used E&D, the Town of Groton would see a reduction of \$463K thus only needing \$757,230 to fund the school's assessment. He said that Nashoba Tech had told him to anticipate a 2.5% increase or \$20,187.

Mr. Haddad walked the Board and Finance Committee through how to calculate the FY2023 levy limit and total levy calculation.

Mr. Haddad said that there were two areas in which the Town had no choice to fund, pension and health insurance. He said that these two accounts would require an overall increase in spending of \$330,366 or 24.7% of their anticipated new revenues for FY23. Mr. Haddad said that all 7 union agreements were currently being negotiated; there would be a significant increase in excluded debt for FY23 for Florence Roche which was \$853,268; and keep \$250K of debt in levy. He said that there were three major initiatives being proposed in the FY23 operating budget which were referenced in his budget message to include an additional dispatcher, an additional firefighter/EMT, and additional support in the COA budget.

Mr. Robertson explained needing to take a serious look at these new positions and see if this was the right year in which to add new positions.

Mr. Haddad reviewed the enterprise fund budgets. There was a brief discussion about the cable department and how things would not be sustainable moving forward because they were losing viewers to streaming services.

Mr. Haddad reviewed their Capital Budget as proposed by the Capital Planning Advisory Committee totaling \$13M. Mr. Haddad explained where the funding was going to come from.

Mr. Haddad said that the municipal budget was being proposed at \$16,394,535 or an increase of 5.47% overall. He said that the proposed budget would cause the tax rate to go up 2.5%. He said that a major increase would be in excluded debt because of the construction of Florence Roche. He said final tax rate was going up 4.54% which included debt.

Mr. Haddad thanked the Finance Team and looked forward to meeting on the 29th with the Select Board and Finance Committee.

Mr. Robertson adjourned the Finance Committee at 8:06pm.

TOWN MANAGER'S REPORT - CONTINUED

3. Mr. Haddad reviewed the Board's meeting schedule through Town Meeting in April.

SELECT BOARD ITEMS FOR CONSIDERATION

1. Mr. Haddad said that Select Board Member Degen had requested that the Select Board consider mandating that all paid full time and regular part time employees receive the COVID-19 Booster shot. He said that should the Board

vote to do this, they would need to reach out to the Unions to bargain over the impact based on an agreement they signed with the DPW Union to settle their unfair labor practice charge against the Town. Mr. Haddad said that he would support the Select Board taking this action. Mr. Haddad said that to determine the date that the employees would be required to get the booster shot would be five months after receiving the second Pfizer or Moderna vaccination or two months after receiving the Johnson and Johnson vaccination. Mr. Haddad said that he would require that boosters be done by March 15th to accommodate those who received their vaccines by October 1st.

Ms. Pine, Ms. Manugian and Mr. Cunningham said that they were in favor of mandating this. Mr. Reilly asked if they were going to terminate any employees who did not receive their booster. He said he was not in favor of this. He urged everyone to get it but couldn't mandate it. Mr. Degen said that he was a firm believer in following the science. He said that he opposed mandating vaccines the first time but was in favor of this and in favor of terminating those who did not. Mr. Reilly said that vaccinated people were getting this, dying from it and passing it along. He said that people were adults and couldn't see terminating people for not getting a booster. Mr. Haddad said that the Unions would be bargaining over the impact and not the mandate. Ms. Manugian asked if there was any delay in those who have had Covid getting the booster. Ms. Manugian asked if there was any issue with the Unions, if Mr. Haddad could come back to the Board.

Mr. Degen moved that the Select Board mandate that all employees receive a Covid booster by March 15th unless medication reasons dictate that they can not with a medical note from their doctor noting why and if collective bargaining impacted this decision that it be brought back to the Board for discussion. Ms. Manugian seconded the motion. Roll Call: Degen-aye; Cunningham-aye; Manugian-aye; Pine-aye; Reilly-nay

CONSIDER ISSUING HOST AGREEMENT(S)

Mr. Haddad asked if the Board was ready to award HCAs, if so, how many and to who.

Ms. Pine said the first question was if they were ready to award HCAs that night. Mr. Cunningham said he felt he had sufficient information. Ms. Pine said that their zoning allowed for 2 of these establishments to exist with one requiring a zoning change for that to happen. Mr. Degen said he looked at all 3 sites. He said that he was not going to exclude one person from applying for one in the four corners area. He said that they should go back to town meeting with the one proposed for Mill Run and was okay with moving forward with all 3 applicants. Ms. Manugian said she supported asking town meeting to change the zoning. She said that she disagreed with issuing 2 HCAs for the Four Corners area. She said that one of them had a clear approach, New England Craft Cultivators. She said that the Stories Company was not as clear. Mr. Cunningham said he agreed with Ms. Manugian adding that the zoning change should be clarified. He said that the Stories had been involved and well represented but thought the New England Craft Cultivators had more to offer there. He said he liked their approach in general. Mr. Reilly agreed with Mr. Cunningham. He said that the Stories did not seem to have the experience that the Board was looking for and therefore was okay with the other 2 companies. Ms. Pine said she agreed that the proposal from Mill Run Plaza was a good proposal and was okay to proceed with them and with a change in zoning in alignment with the State's regulations. Ms. Pine said that at Four Corners there was a difference between the applicants. She said that the Stories proponents didn't have a license in their own name and felt that New England Craft Cultivators stood out to her as positively community focused.

Mr. Haddad said that he was hearing from the Board that there could only be one facility located in the Four Corners District based on the Town's Zoning Regulations (even if they changed the 500 foot requirement, the two locations could not co-exist since they are less than 500 from door to door from each other), that has more experience (two licenses from the CCC) than The Stories (they have none in their name but assisted their wives in obtaining a license), that New England Craft Cultivators provided better benefits to the Community in their letter of interest, and that New England Craft Cultivators would most likely get permitted faster based on their experience and proven track record which would provide tax revenue to the Town sooner than The Stories.

Mr. Haddad said he had reached out to Town Counsel for him to draft a zoning amendment in line with the Commonwealth and would be ready for the Board to review at their meeting of January 24th.

Mr. Degen said that he thought they had to remember that the Four Corners was the gateway to development for Groton. He said it would be silly for them to not consider the Stories and to provide them with the opportunity to go forward to the CCC. He said there was no requirement for an applicant to hold a license but direct experience instead. He said he didn't see any reason to exclude them from moving forward with an HCA. He said he would prefer to award all three and have the motion fail. Mr. Cunningham said that if they allowed that, they were knowingly setting them up in a conundrum adding they both couldn't exist there and thought it was unfair. Ms. Manugian said if they were to award to New England Craft Cultivators, it didn't prohibit them from changing their location at the Four Corners areas. Mr. Haddad said that it did not. Ms. Manugian

said that she saw this motion as allowing them to start the conversation with two of them and should they want to start talking to the third again, they could.

Mr. Cunningham moved that the Select Board offer 3 Community Host Agreement to United Cultivators, New England Craft Cultivators and the Stories Company. Mr. Degen seconded the motion.

Ms. Pine said that if this did not carry, another motion could be made.

Mr. Haddad asked them to add authorization for the Town Manager and Town Counsel to enter into negotiations with an HCA on behalf of the Town of Groton. Mr. Cunningham added that to his motion. Mr. Degen seconded the amended motion.

Roll Call: Degen-aye; Reilly-aye; Manugian-nay; Cunningham-nay; Pine-nay

Ms. Manugian moved that the Select Board offer 2 Community Host Agreement to United Cultivators, and New England Craft Cultivators and authorize the Town Manager and Town Counsel to enter into negotiations with an HCA on behalf of the Town of Groton. Mr. Cunningham seconded the motion. Roll Call: Pine-aye; Manugian-aye; Reilly-aye; Degen-aye; Cunningham-aye

OTHER BUSINESS

Mr. Haddad asked the Board to extend warrant signing authority through February 20th for him and one Board member.

Mr. Cunningham made that motion. Ms. Manugian seconded the motion. Mr. Degen offered to be the Select Board's signatory as he had been. Roll Call: Degen-abstain; Pine-aye; Manugian-aye; Reilly-aye; Cunningham-aye

ON-GOING ISSUES

E: Mr. Haddad said that the Board of Health mandated the mask mandate effective January 10th for the next month. He said that they sent out over 100 letters to businesses in Town which he thanked them for doing that.

Mr. Haddad said that they received news just before the holiday break that they were awarded the Complete Streets grant for sidewalks on Lowell Road and West Main Street. He said he was still waiting to hear on the Green Communities grant.

Ms. Pine reviewed the dates for Bystander Training.

Mr. Degen said that their sidewalks were expanding due to state and federal tax money thanks to their senators and reps, committees and Town Manager.

Mr. Cunningham mentioned perambulating the town boundaries and how it had not been done in a long time. He said that it was a team building exercise.

MINUTES

Mr. Cunningham moved to approve the minutes of the regularly scheduled meeting of December 20, 2021. Mr. Degen seconded the motion. Roll Call: Manugian-aye; Reilly-aye; Degen-aye; Cunningham-aye; Pine-aye

Ms. Pine adjourned the meeting at 8:49pm.

Approved: _____
Peter S. Cunningham, Clerk

_____ respectfully submitted:
Dawn Dunbar, Executive Assistant

Date Approved: