



TOWN OF LAKEVILLE MEETING POSTING & AGENDA REMOTE MEETING

Town Clerk's Time Stamp
received & posted:

Kupiane

LAKEVILLE TOWN CLERK
RCUD 2021 AUG 10 PM2:51

48-hr notice effective
when time stamped

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009). Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	Planning Board
Date & Time of Meeting:	Thursday, August 12, 2021 at 7:00 p.m.
Location of Meeting:	<u>REMOTE MEETING</u>
Clerk/Board Member posting notice:	Cathy Murray

Cancelled/Postponed to: _____ (circle one)

Clerk/Board Member Cancelling/Postponing: _____

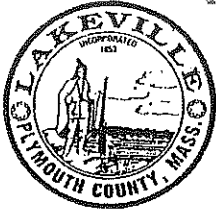
A G E N D A

1. In accordance with the provisions allowed by Chapter 20 of the Acts of 2021, the August 12, 2021, public meeting of the Planning Board will be held remotely. However, to view this meeting in progress, please go to [facebook.com/LakeCAM](https://www.facebook.com/LakeCAM) (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>
2. **Site Plan Review – 310 Kenneth W. Welch Drive – Presented by Zenith Consulting Engineers, LLC**
3. **ANR Plan – 38 Lakeside Avenue – Presented by Zenith Consulting Engineers, LLC**
4. **ANR Plan - Barstow Street and Montgomery Street, M018-B001-L002, L002B, & L002C – Presented by E.T. Engineering**
5. **Julia's Way-Release of Covenant-Update**
6. **Review the following Zoning Board of Appeals petitions:**
 - a. **Nature's Remedy – 310 Kenneth W. Welch Drive**
7. **Master Plan Implementation – Update-Fee Review Project**
8. **Approve Meeting Minutes for June 10, 2021, June 24, 2021 and July 22, 2021.**
9. **Old Business**
10. **New Business- Division of Fisheries & Wildlife-Informational memo**
11. **Next meeting. . . September 9, 2021**
12. **Any other business that may properly come before the Planning Board.**
13. **Adjourn**

Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Planning Board arise after the posting of this agenda, they may be addressed at this meeting.

Read the following into the record:

In accordance with the provisions allowed by Chapter 20 of the Acts of 2021, signed by the Governor on June 16, 2021, the August 12, 2021, public meeting of the **Planning Board** will be held remotely. **However, to view this meeting in progress, please go to facebook.com/lakecam (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>**



Town of Lakeville
Planning Board
346 Bedford Street
Lakeville, MA 02347
508-946-3473

APPLICATION FOR SITE PLAN REVIEW

Nature's Remedy of Massachusetts, Inc. and Jushi MA, Inc.

Name of Applicant: _____
69 Milk Street, Suite 110
Street: _____
City/Town: Westborough MA State: MA Zip: 01581
Telephone: 508-926-3464 Email: jsmith@bowditch.com

Property Owner Name: CSS I, LLC
Street: 310 Kenneth Welch Drive
City/Town: Lakeville MA State: MA Zip: 02347
Telephone: 508-521-4477 Email: tj@csfreezers.com

Contact Person's Name: Thomas J. Parenteau
Telephone: 508-521-4477 Email: tj@csfreezers.com

SITE INFORMATION

Street and number: 310 Kenneth Welch Drive
Zoning District: Industrial and Marijuana Overlay Map 61-24 Block 2-6 Lot 3-6

Lot size: _____ Frontage: _____
Current use: Medical (RMD) and adult use marijuana cultivation and product manufacturing

PLAN INFORMATION


Plan Title: To be provided.
Prepared by: _____
Date prepared: _____ Revision date (s): _____

Detailed Description of proposed work: Addition of an approximately 10,000 square feet of accessory office, locker room and break room area within the building. Minor renovations of certain other areas within the establishment, including conversion of a future dispensary area to packaging and partitioning of a flower room to create a mother room.

TO THE LAKEVILLE PLANNING BOARD:

The undersigned, being the APPLICANT named above, hereby applies for review of the above SITE PLAN by the Planning Board and certifies that, to the best of the APPLICANT'S knowledge and belief, the information contained herein is correct and complete and that said PLAN conforms with the requirements of the Rules and Regulations of the Lakeville Planning Board and the Zoning By-Law of the Town of Lakeville.

Applicant's Signature:  Nature's Registry of Massachusetts, Inc  Justin MA, Inc Date: 7/13/21

Property Owner's Signature:  CSS I, LLC  The Penobscot Date: 7/13/2021
(if not Applicant)

Will you have a representative other than yourself? Yes No

Name: Joshua Lee Smith, Esquire

Telephone: 508-926-3464 Email: jsmith@bowditch.com

To be completed by Planning Board staff:

Distributed to: Board of Health, Board of Selectmen, Building Department, Conservation Commission, Fire Chief, Highway Surveyor, Open Space Committee, Police Chief

Date/initials: _____

July 15, 2021

BY FEDERAL EXPRESS – 7742 6880 4088
BY E-MAIL – cmurray@lakevillema.org

Lakeville Planning Board
Lakeville Town Hall
346 Bedford Street
Lakeville, MA 02347
Attn: Cathy Murray, Planning Board Clerk

Re: *Nature's Remedy of Massachusetts, Inc. to Jushi MA, Inc. – Application for Minor Modification of Previously Approved Definitive Site Plan with Respect to Registered Marijuana Dispensary and Adult Use Marijuana Cultivator and Product Manufacturing Establishment at 310 Kenneth Welch Drive, Lakeville, Massachusetts*

Dear Ms. Murray and Members of the Planning Board:

I. Background and Permitting History.

This firm represents Nature's Remedy of Massachusetts, Inc. ("Nature's Remedy") in connection with its application for a modification of its definitive site plan, which was previously approved by the Lakeville Planning Board (the "Board") in 2018 for the construction and development of an approximately 50,000 square foot registered marijuana dispensary ("RMD") and adult use marijuana cultivator and product manufacturing establishment (collectively, the "Establishment") located within a portion of an industrial building at 310 Kenneth Welch Drive, Lakeville, Massachusetts (the "Property"). The Board granted a special permit to Nature's Remedy on February 28, 2019 (the "Adult Use Special Permit") for the use and operation of the Establishment for the adult use marijuana cultivator and product manufacturing use. Use and operation of the RMD is permitted by virtue of a special permit granted by the Lakeville Zoning Board of Appeals (the "ZBA") on June 21, 2018 (the "RMD Special Permit").

II. Modifications to Floor Plan Layout; Update to Parking Space Designations.

Nature's Remedy is proposing to add an approximately 10,000 square feet of accessory office, locker room and break room area to the Establishment and renovate certain other areas of the Establishment, as shown on the updated floor plans enclosed herewith (i.e., conversion of the previously designated future dispensary area to packaging and partitioning of a flower room to create a mother room on first floor). The Building Commissioner has confirmed that the addition of the accessory office, locker room and break room area constitutes a minor

modification of the previously approved definitive site plan, and, therefore, requires approval by the Board.

25 additional parking spaces that were previously designated for use by other occupants of the building are now designated for Nature's Remedy's use, resulting in a total of 70 parking spaces for Nature's Remedy, which complies with minimum parking space requirements. There are no proposed changes with respect to the existing footprint of the building, parking or driveway layout, loading, stormwater management or other site features. Moreover, there are no proposed changes with respect to the security plan, operation and management plan or emergency plan as previously submitted to the Board. See copy of 2019 Adult Use Special Permit narrative attached hereto which includes operational plans.

III. Merger with Jushi MA, Inc. and Change in Holder of Special Permits; Company Profile.

Nature's Remedy and Jushi MA, Inc. ("Jushi MA") recently entered into an agreement under which Nature's Remedy will merge with and into Jushi MA, with Jushi MA as the entity surviving the merger. Consequently, Jushi MA will hold all the licenses and permits currently held by Nature's Remedy upon completion of the merger. Nature's Remedy and Jushi MA submitted a Change of Ownership and Control Application to the Massachusetts Cannabis Control Commission on May 6, 2021. As a result, Nature's Remedy is also concurrently seeking approval by the ZBA to modify the Adult Use Special Permit and modify or grant a new special permit for the RMD use¹ to reflect the change of ownership and control from Nature's Remedy to Jushi MA.

Jushi MA is a subsidiary of Jushi Holdings Inc. ("Jushi"), which is a well-established, publicly-traded cannabis company with medical and adult use retail, cultivation and manufacturing operations across the U.S., including in California, Illinois, Virginia, Nevada and Pennsylvania. Across all of its locations, Jushi generated approximately \$42 million in revenues in the first quarter of 2021 and estimates full year 2021 revenues to be between \$205-\$255 million. Jushi has a diverse workforce and has been recognized as one of the "Best Cannabis Companies to Work For" by *Cannabis Dispensary Magazine* in 2020 and 2021. Jushi's senior leadership, comprised of highly experienced individuals from many industries prior to joining Jushi, including, but not limited to, the cannabis sector, has made a concerted effort from inception to ensure that its facilities offer an exciting and enjoyable place to work, while also instilling a culture of compliance.

Additionally, Jushi actively engages in charitable endeavors in the states in which it operates. For example, Jushi has recently sponsored numerous projects organized by "The

¹ Subsequent to the approval of the definitive site plan and granting of the special permits, the Lakeville Zoning Bylaw was amended by designating the ZBA as the special permit granting authority for RMD-use establishments.

Laundry Project", which provides direct assistance to lower-income families by providing free laundry services at their local laundromat. These projects are led by a 501(c)(3) organization (www.laundryproject.com) and Jushi's employees provide volunteer services at the events. Initially focusing these events within Pennsylvania, Jushi will be soon sponsoring projects in its other markets it operates. Specifically, following approvals and the closing of the contemplated transaction with Nature's Remedy, it expects to sponsor similar events within the Town. Jushi MA looks forward to bringing similar charitable efforts to Massachusetts in its plan to make a positive impact in the community. Please see the enclosed company profile for Jushi.

IV. Submission of Site Plan Review Materials.

Based on the foregoing, we hereby submit the following items for filing with the Board (10 copies, unless otherwise stated):

1. Application for Site Plan Review;
2. Updated site and floor plans (11" x 17", with full-size copies to follow);
3. Original site plan (11" x 17");
4. Company Profile for Jushi;
5. Copies of Adult Use Special Permit and RMD Special Permit decisions;
6. Copy of 2019 Adult Use Special Permit narrative with operational plans;
7. Copy of CCC licenses;
8. Copies of HCAs; and
9. Check in the amount of \$250.00 payable to Town of Lakeville for filing fee.

Kindly file this Application with the Town Clerk, and schedule this Application to be heard at the Board's next available meeting, which is scheduled to occur on August 12, 2021.

Thank you for your assistance with this matter.

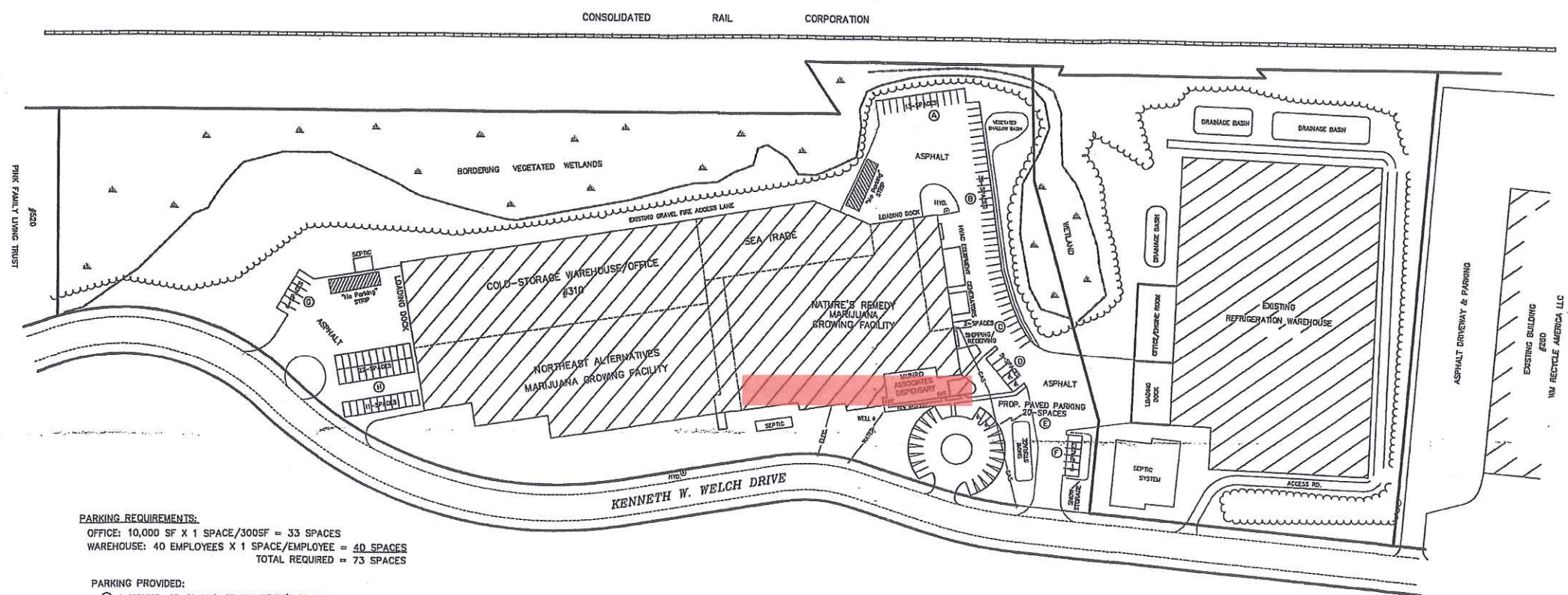
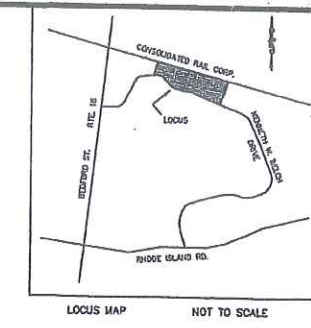
Yours truly,



Joshua Lee Smith

JLS:
Enclosures

cc: Project Team (w/enclosure)



PARKING REQUIREMENTS:
 OFFICE: 10,000 SF X 1 SPACE/300SF = 33 SPACES
 WAREHOUSE: 40 EMPLOYEES X 1 SPACE/EMPLOYEE = 40 SPACES
 TOTAL REQUIRED = 73 SPACES

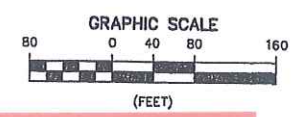
- PARKING PROVIDED:**
- Ⓐ 4 SPACES SEA TRADE/9 SPACES NATURE'S REMEDY FUTURE EXPANSION
 - Ⓑ 38 SPACES NATURE'S REMEDY
 - Ⓒ 2 SPACES CONTRACTOR
 - Ⓓ 5 SPACES COLD STORAGE *see D below*
 - Ⓔ 20 SPACES FUTURE DISPENSARY *see E below*
 - Ⓕ 6 SPACES COLD STORAGE
 - Ⓖ 6 SPACES SEA TRADE
 - Ⓗ 33 SPACES NORTHEAST ALTERNATIVES

121 SPACES PROVIDED

ZONING: INDUSTRIAL
 SETBACKS: FRONT, SIDE & REAR - 40'
 MAX. LAND COVERAGE - 70% W/DENSITY BONUS
 MAX. LAND COVERAGE (PROPOSED) - 57%

- NOTES:**
1. OUTDOOR LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH TOWN OF LAKEVILLE LIGHTING BY-LAWS.
 2. ANY NEW SIGNS SHALL CONFORM WITH TOWN OF LAKEVILLE SIGN REGULATIONS.
 3. STRICTLY FOR THE PURPOSE OF 935 CMR 500.000 ADULT USE OF MARIJUANA.

SEE "SUBSURFACE SEWAGE DISPOSAL SYSTEM NEW CONSTRUCTION" 310 KENNETH WELCH DRIVE DATED: 8-12-19 BY ZENITH CONSULTING ENGINEERS ON FILE WITH THE LAKEVILLE BOARD OF HEALTH FOR LATEST SEPTIC SYSTEM DETAILS.



Added parking for Nature's Remedy
 D 5 spaces designated for Cold Storage can now be used by Nature's Remedy.
 E 20 spaces from "Future" Dispensary

Shaded Red-
 Proposed 10,000 sq. ft. 2nd floor office area to be added to existing 50,000 sq. ft. cultivation/manufacturing area previously approved in 2018.

LAKEVILLE PLANNING BOARD
 SITE PLAN APPROVAL
Sharon J. Hag
Barbara Manca
Mike M. Ly
 DATE: 2-13-2020

SITE PLAN APPROVAL AND SPECIAL PERMIT FOR AN ADULT USE MARIJUANA ESTABLISHMENT

310 KENNETH W. WELCH DRIVE
 LAKEVILLE, MASSACHUSETTS

PREPARED FOR: MUNRO ASSOCIATES LLC
 885 BUFFINTON ST.
 SOMERSET, MA 02726

DATE 1/21/20 SCALE 1"=80' JOB No. 212-164

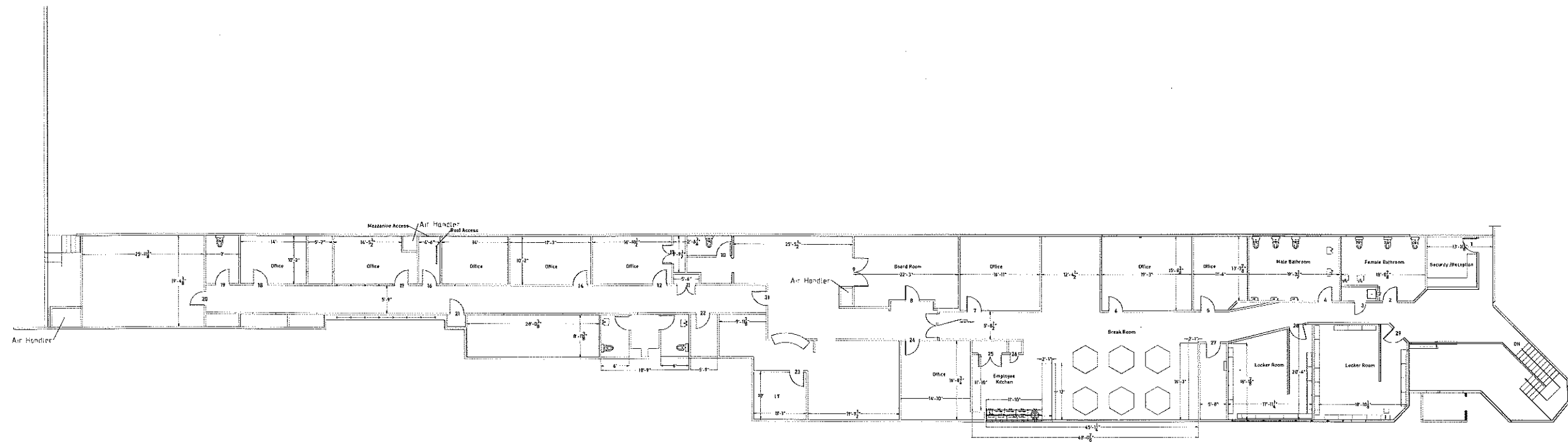
AZOR LAND SCIENCES, INC.
 328 BEDFORD ST. LAKEVILLE, MA. 02347
 TEL. (608) 848-5427 FAX (608) 847-0176

RECEIVED
 JAN 29 2019
 1/28/2020

REVISIONS
 1-28-20

REVISED

2nd Floor Accessory Plan



Proposed 10,000 sq. ft. 2nd floor accessory area to be added to the existing 50,000 sq. ft, cultivation/manufacturing area previously approved.

Accessory Office, Locker Room, Break Room Area

310 Kenneth Welch Drive Lakeville MA

Prepared for: Nature's Remedy of Massachusetts, Inc.

Date July 9, 2021 Scale 1/16=1'

Prepared by: Andrew Jubinville

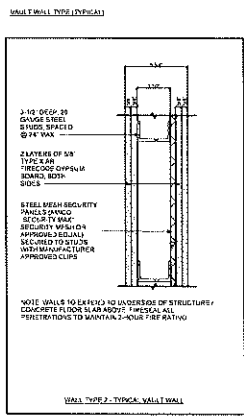
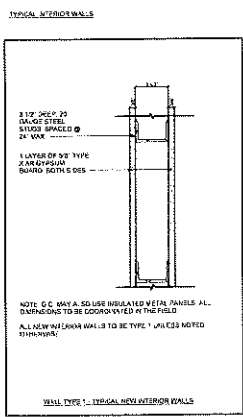
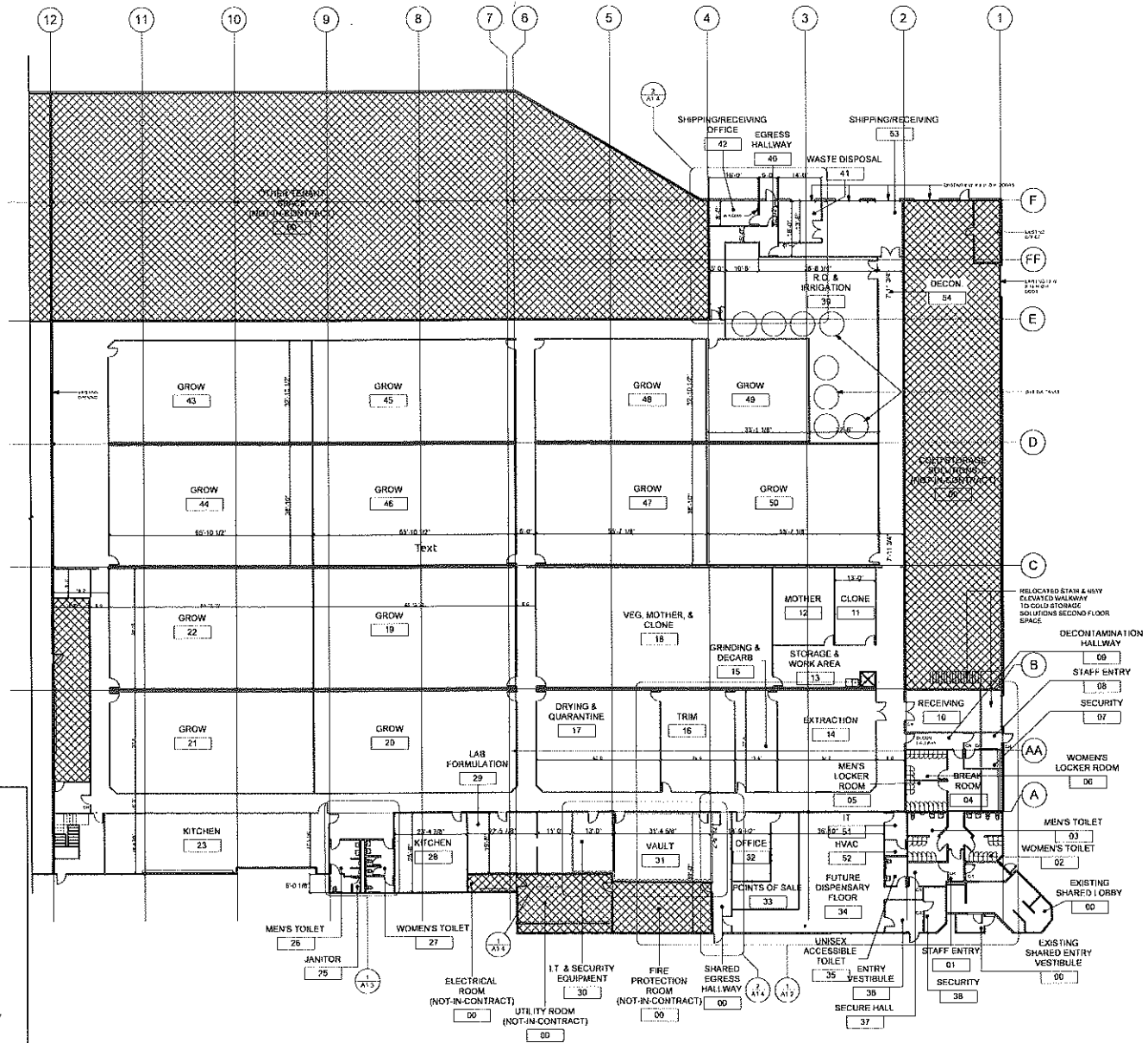
NATURE'S REMEDY OF MASSACHUSETTS
LAKEVILLE RMD & CULTIVATION FACILITY
 310 KENNETH WELCH DRIVE,
 LAKEVILLE, MA

DATE: 10/15/2018
 DRAWN: C JH
 CHECKED: WMS
 SCALE: 1/4" = 1'-0"
 JOB NO.: 17-025
 REV NO.:

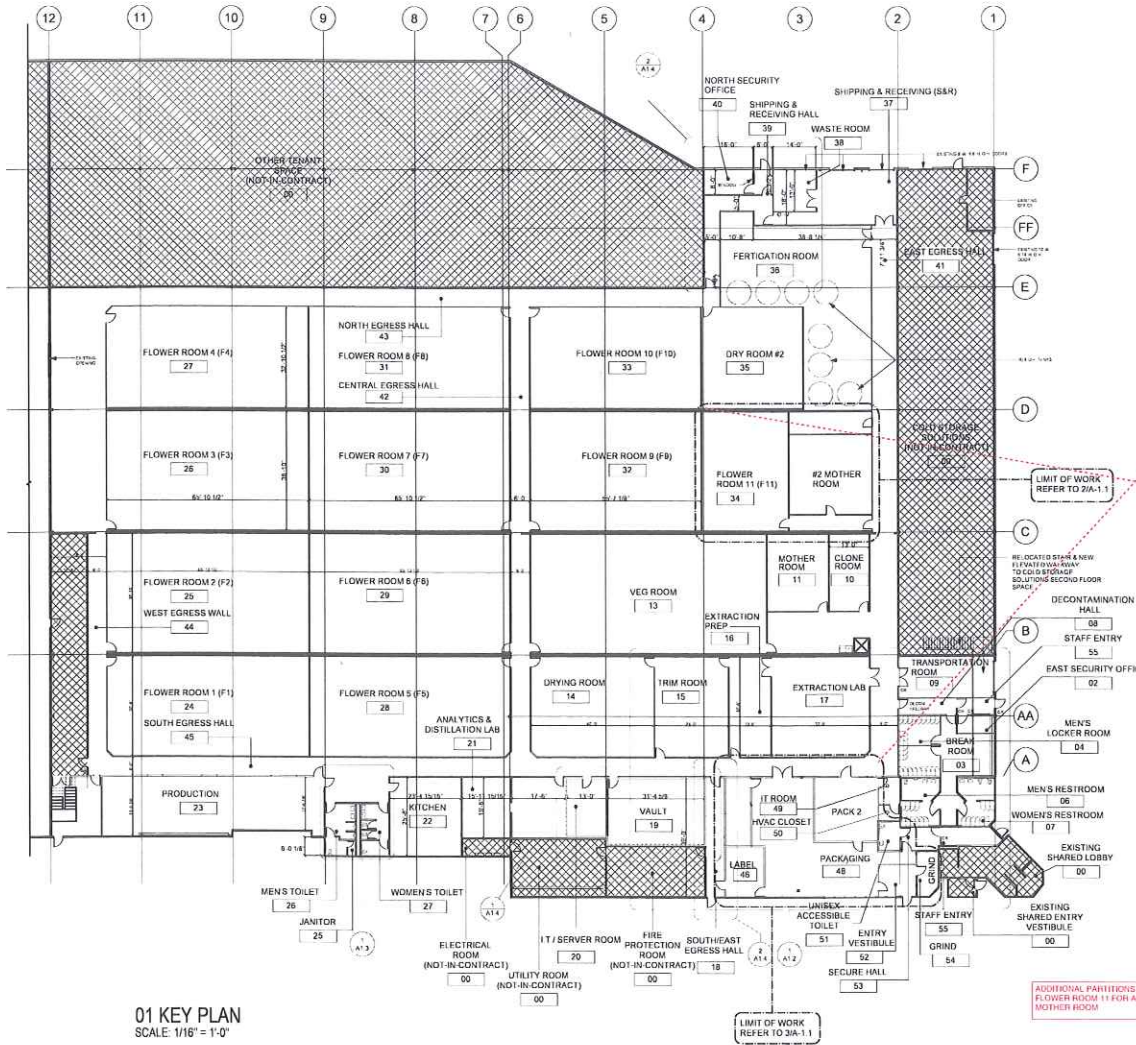
DATE: 10/15/2018
 DRAWN: C JH
 CHECKED: WMS
 SCALE: 1/4" = 1'-0"
 JOB NO.: 17-025
 REV NO.:

FLOOR PLAN
 GRADE LEVEL

A-1.1

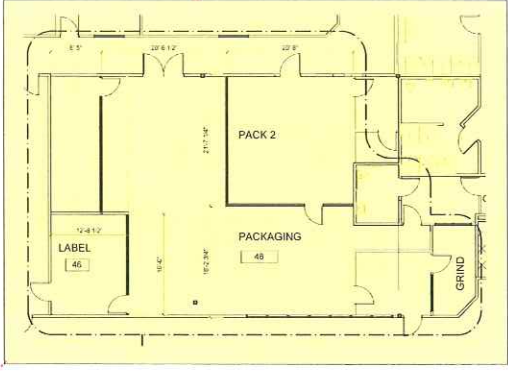


EXISTING FLOOR PLAN APPROVED IN 2018



01 KEY PLAN
 SCALE: 1/16" = 1'-0"

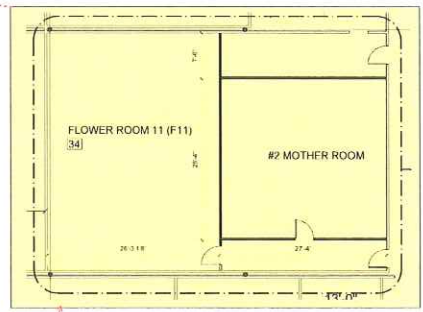
ORIGINAL 'FUTURE DISPENSARY' ABANDONED, REPURPOSED AS PACKAGING



ENLARGED PLAN PACKAGING
 SCALE: 1/8" = 1'-0"

WALL TYPE KEY	
[Symbol]	EXISTING WALL
[Symbol]	NEW WALL
[Symbol]	GLASS WALL
[Symbol]	GLASS PARTITION

LIMIT OF WORK REFER TO 2/A-1.1



ENLARGED PLAN FLOWER ROOM 11
 SCALE: 1/8" = 1'-0"

WALL TYPE KEY	
[Symbol]	EXISTING WALL
[Symbol]	NEW WALL
[Symbol]	GLASS WALL
[Symbol]	GLASS PARTITION

ADDITIONAL PARTITIONS MADE WITHIN FLOWER ROOM 11 FOR ADDED MOTHER ROOM

EXISTING FLOOR PLAN RENOVATIONS UNDERWAY

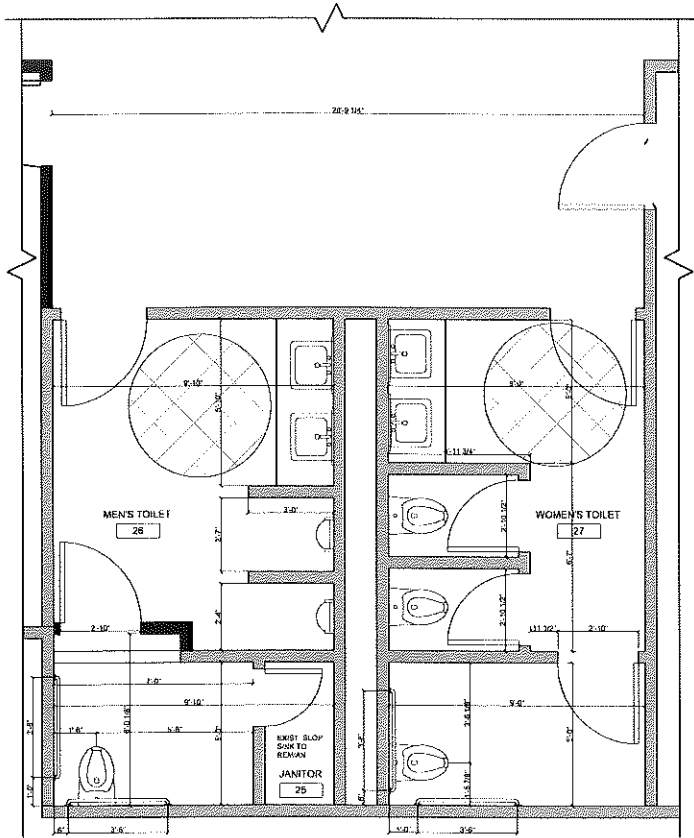
NATURE'S REMEDY OF MASSACHUSETTS
**CULTIVATION RENOVATION AND
 OFFICE ALTERATIONS**
 310 KENNETH WELCH DRIVE,
 LAKEVILLE, MA

REVISIONS:
 1. 04/20/21: REVISED TO SHOW NEW ELEVATOR SHAFT AND STAIRS TO BE LOCATED IN SECOND FLOOR SPACE.
 2. 04/20/21: REVISED TO SHOW NEW ELEVATOR SHAFT AND STAIRS TO BE LOCATED IN SECOND FLOOR SPACE.
 3. 04/20/21: REVISED TO SHOW NEW ELEVATOR SHAFT AND STAIRS TO BE LOCATED IN SECOND FLOOR SPACE.
 4. 04/20/21: REVISED TO SHOW NEW ELEVATOR SHAFT AND STAIRS TO BE LOCATED IN SECOND FLOOR SPACE.
 5. 04/20/21: REVISED TO SHOW NEW ELEVATOR SHAFT AND STAIRS TO BE LOCATED IN SECOND FLOOR SPACE.

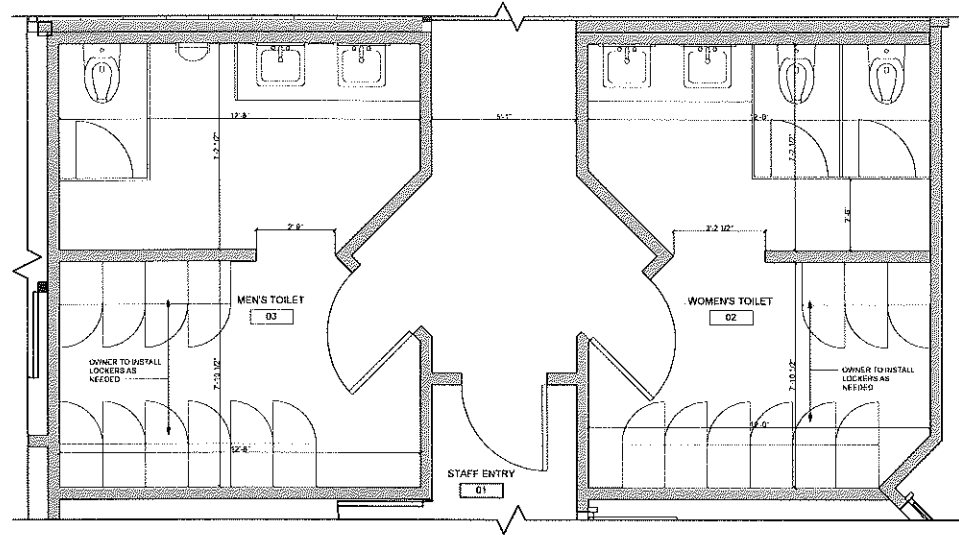
NO DATE 1 ISSUE REV

DATE: 4/20/21
 DRAWN: C.J.W.
 CHECKED: W.W.S.
 SCALE: 3/32" = 1'-0"
 JOB NO: 19-000
 FILE NO:

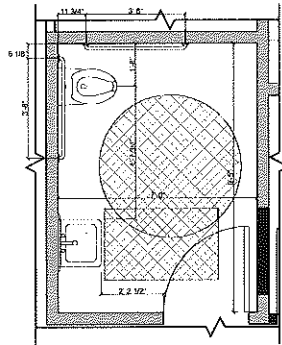
FIRST FLOOR RENOVATIONS



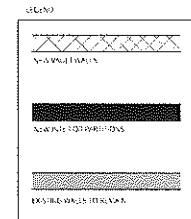
1 ENLARGED TOILET ROOM PLAN
SCALE 1/2" = 1'-0"



2 ENLARGED LOCKER ROOM PLAN
SCALE 1/2" = 1'-0"



3 ENLARGED UNISEX BATHROOM PLAN
SCALE 1/2" = 1'-0"



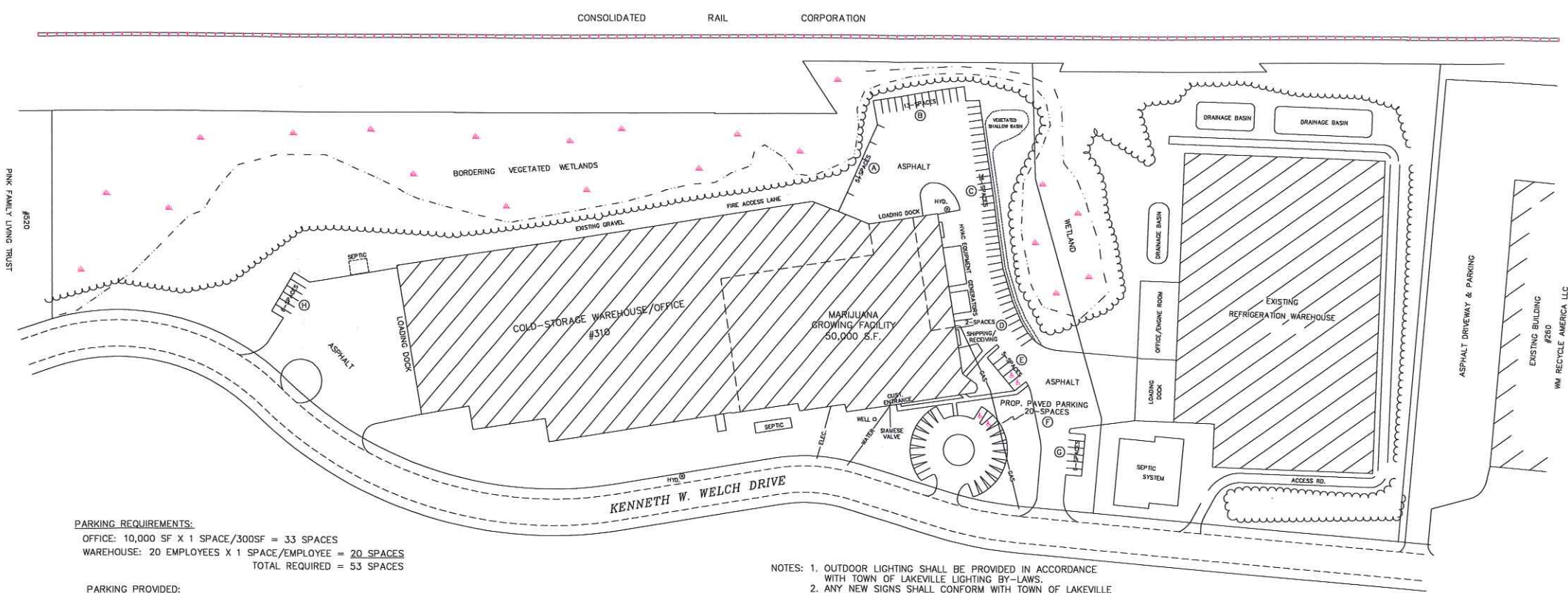
EXISTING BATHROOMS APPROVED IN 2018

THIS PLAN IS THE PROPERTY OF SALTONSTALL ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SALTONSTALL ARCHITECTS.

NO. 1 DATE: 11/15/2018

DATE: 10/15/2018
DRAWN: C.J.M.
CHECKED: W.W.S.
SCALE: 1/2" = 1'-0"
JOB NO.: 17-025
FILE NO.:

ENLARGED TOILET
ROOM FLOOR PLANS

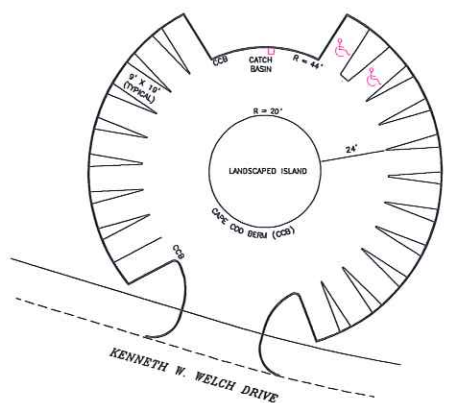


PARKING REQUIREMENTS:
 OFFICE: 10,000 SF X 1 SPACE/300SF = 33 SPACES
 WAREHOUSE: 20 EMPLOYEES X 1 SPACE/EMPLOYEE = 20 SPACES
 TOTAL REQUIRED = 53 SPACES

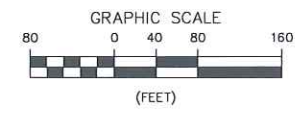
PARKING PROVIDED:
 (A) 5 SPACES SEA TRADE
 (B) 13 SPACES NATURE'S REMEDY (FUTURE EXPANSION)
 (C) 36 SPACES NATURE'S REMEDY
 (D) 2 SPACES CONTRACTOR
 (E) 5 SPACES COLD STORAGE
 (F) 20 SPACES FUTURE DISPENSARY
 (G) 6 SPACES COLD STORAGE
 (H) 6 SPACES SEA TRADE
 93 SPACES PROVIDED

ZONING: INDUSTRIAL
 SETBACKS: FRONT, SIDE & REAR - 40'
 MAX. LAND COVERAGE - 70% W/DENSITY BONUS
 MAX. LAND COVERAGE (PROPOSED) - 57%

NOTES:
 1. OUTDOOR LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH TOWN OF LAKEVILLE LIGHTING BY-LAWS.
 2. ANY NEW SIGNS SHALL CONFORM WITH TOWN OF LAKEVILLE SIGN REGULATIONS.
 3. STRICTLY FOR THE PURPOSE OF 935 CMR 500.000 ADULT USE OF MARIJUANA.



PARKING DETAIL
 SCALE: 1"=30'



LAKEVILLE PLANNING BOARD
 SITE PLAN APPROVAL

DATE: _____

SITE PLAN APPROVAL AND SPECIAL PERMIT
 FOR AN ADULT USE MARIJUANA ESTABLISHMENT

310 KENNETH W. WELCH DRIVE
 LAKEVILLE, MASSACHUSETTS

PREPARED FOR: COLD STORAGE SOLUTIONS I, INC.
 310 KENNETH W. WELCH DR.
 LAKEVILLE, MA. 02347

DATE 3/27/17 SCALE 1"=80' JOB No. 212-164

AZOR
 LAND SCIENCES, INC.

328 BEDFORD ST. LAKEVILLE, MA. 02347
 TEL. (508) 946-5427 FAX (508) 947-0175





Jushi

OTCMKTS: JUSHF | CSE: JUSH

June 2021



Disclaimers

The information contained in this presentation has been prepared by Jushi Holdings Inc. ("Jushi" or the "Company") and contains information pertaining to the business, operations and assets of Jushi and its subsidiaries. The information contained in this presentation (a) is provided as at the date hereof and is subject to change without notice, (b) does not purport to contain all the information that may be necessary or desirable to fully and accurately evaluate an investment in the Company, and (c) is not to be considered as a recommendation by Jushi that any person make an investment in the Company. The Company is not liable for the accuracy and completeness of the information provided in this presentation. Liability claims against the Company relating to damage of any kind caused by the use or non-use of the information provided or by the use of incorrect or incomplete information are excluded, unless there is evidence of willful intent or gross negligence on the part of the Company.

FORWARD LOOKING STATEMENTS

This presentation may contain "forward-looking statements" and "forward-looking information" within the meaning of applicable securities laws (collectively, "forward-looking information") which are made as of the date of this presentation and based upon the Company's current internal expectations, estimates, projections, assumptions and beliefs. All information, other than statements of historical facts, included in this document that address activities, events or developments that Jushi expects or anticipates will or may occur in the future constitutes forward-looking information. Forward-looking information is often, but not always identified by the words, "may", "would", "could", "should", "will", "intend", "plan", "anticipate", "believe", "estimate", "expect" or similar expressions suggesting future outcomes. This document contains forward-looking information and statements pertaining to, among other things, the company's future growth plans. Readers are cautioned that forward-looking information and statements are not based on historical facts but instead are based on reasonable assumptions and estimates of management of Jushi at the time they were provided or made and involve known and unknown risks, uncertainties and other factors that may cause the actual results, level of activity, performance or achievements of Jushi, as applicable, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking information and statements. Such factors include, among others: anticipated strategic, operational and competitive benefits may not be realized; events or series of events, including in connection with COVID-19, may cause business interruptions; required regulatory approvals may not be obtained; acquisitions may not be able to be completed on satisfactory terms or at all; and the Company may not be able to raise additional debt or equity capital. There can be no assurance that such forward-looking information and statements will prove to be accurate as actual results and future events could differ materially from those anticipated in such information and statements. Accordingly, readers should not place undue reliance on forward-looking information and statements. The Company does not undertake to update any forward-looking information and/or forward-looking statements that are contained or referenced herein, except in accordance with applicable securities laws. All subsequent written and oral forward-looking information and statements attributable to the Company or persons acting on its behalf is expressly qualified in its entirety by this notice. Additional forward-looking information and statements are provided in the Company's Management, Discussion and Analysis for the nine months ended September 30, 2020 ("MD&A"), and other filings with securities and regulatory authorities which are available at www.sedar.com.

CAUTIONARY NOTE REGARDING FUTURE-ORIENTED FINANCIAL INFORMATION

To the extent any forward-looking statement in this presentation constitutes "future-oriented financial information" or "financial outlooks" within the meaning of applicable Canadian securities laws, such information is being provided to demonstrate the anticipated market penetration and the reader is cautioned that this information may not be appropriate for any other purpose and the reader should not place undue reliance on such future-oriented financial information and financial outlooks. Future-oriented financial information and financial outlooks, as with forward-looking statements generally, are, without limitation, based on the assumptions and subject to risks as set out above under the heading "Forward Looking Statements". The Company's actual financial position and results of operations may differ materially from management's current expectations and, as a result, the Company's revenue and expenses may differ materially from the revenue and expenses profiles provided in this presentation. Such information is presented for illustrative purposes only and may not be an indication of the Company's actual financial position or results of operations.



Disclaimers

Non-IFRS Measures

We define EBITDA as net income (loss), or “earnings”, before interest, income taxes, depreciation, and amortization. We define Adjusted EBITDA as EBITDA before: (i) fair value changes included in inventory sold and fair value changes included in biological assets; (ii) share-based compensation expense; (iii) fair value changes in derivatives; (iv) net gain on business combinations; (v) gains and losses on investments and financial assets; (vi) net loss on debt and warrant modification; (vii) gains and losses on legal settlements; (viii) pre-acquisition expense; (ix) listing expense; and (x) goodwill impairment.

These non-IFRS measures are not recognized measures under International Financial Reporting Standards (“IFRS”) and do not have a standardized meaning prescribed by IFRS and are therefore unlikely to be comparable to similar measures presented by other companies.

Adjusted EBITDA is included as a supplemental disclosure because we believe that such measurement provides a better assessment of the Company's operations on a continuing basis by eliminating certain material non-cash items and certain other adjustments we believe are not reflective of the Company's ongoing operations and performance. Adjusted EBITDA has limitations as an analytical tool as it excludes from net income as reported interest, tax, depreciation, non-cash expenses, RTO expense, other income, grow cost expensed for biological assets and unsold inventory, and the non-cash fair value effects of accounting for biological assets and inventories. Because of these limitations, Adjusted EBITDA should not be considered as the sole measure of the Company's performance and should not be considered in isolation from, or as a substitute for, analysis of the Company's results as reported under IFRS. The most directly comparable measure to Adjusted EBITDA calculated in accordance with IFRS is operating income (loss).

NO OFFERS

This presentation does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of securities of the Company in any jurisdiction in which an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

The securities of the Company described herein have not been and will not be registered under the United States federal or state securities laws and may not be offered or sold in the United States, or to, or for the account or benefit of, “U.S. Persons” as such term is defined in Regulation S under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), unless an exemption from registration is available. Prospective investors will be required to represent, among other things, that they meet the requirements of an available exemption from the registration requirements of the U.S. Securities Act and are familiar with and understand the terms of the offering and have all requisite authority to make such investment.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR BY ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES OR ANY CANADIAN PROVINCIAL SECURITIES REGULATOR PASSED ON THE ACCURACY OR ADEQUACY OF THIS PRESENTATION. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIRD PARTY INFORMATION

This presentation includes market and industry data which was obtained from various publicly available sources and other sources believed by the Company to be true. Although the Company believes it to be reliable, the Company has not independently verified any of the data from third-party sources referred to in this presentation or analyzed or verified the underlying reports relied upon or referred to by such sources, or ascertained the underlying assumptions relied upon by such sources. The Company does not make any representation as to the accuracy of such information.

TARGET AUDIENCE

This presentation is only addressed to those persons, which have been explicitly determined by the Company as recipients. The Company did not and will not authorize any third parties to distribute this presentation or make it available to persons not determined by the Company or to the public. Any unauthorized distribution or disclosure will constitute an infringement of the concluded non-disclosure agreement and the Company reserves the right to take further legal action in such cases. No action has been (or will be) taken by the Company that would permit the possession or distribution of this presentation. Persons into whose possession this presentation may come are required to inform themselves of and observe any corresponding restrictions. The Company does not accept any responsibility for any violation by any person of any such restrictions.



Disclaimers

REGULATORY

Potential investors are aware that the cannabis market is highly regulated, and that various permits and authorizations are necessary for the import, distribution, sale or other business activities related to medicinal cannabis. The respective regulations can be subject to change, which might affect the permits required. This presentation does not intend to advertise the products of the Company. Any reference to the products serves only the information of potential investors and shall not incite the purchase of the products.

TAXATION

Prospective investors should be aware that the purchase of securities of the Company or any entity related thereto may have tax consequences both in Canada and the United States. Each prospective investor is strongly encouraged to consult its own tax advisor concerning any purchase of securities of the Company or any entity related thereto and the holding and disposition of any such securities. This presentation does not address the tax consequences of the purchase, ownership or disposition of any such securities.

MANAGEMENT CEASE TRADE ORDER

Commencing on April 21, 2021 and as recently as May 28, 2021, Jushi announced that due to Jushi's auditor being unable to complete its audit procedures in advance of April 30, 2021, it did not file its audited annual financial statements for the year ended December 31, 2020, the related management's discussion and analysis, related CEO and CFO certificates, and annual information form for the year ended December 31, 2020 (collectively, the "Required Filings") by the required deadline of April 30, 2021 (the "Filing Deadline"). The Company is continuing to work with its auditor to complete the audit and make these filings at the earliest possible date.

In light of these circumstances, the Company obtained from the Ontario Securities Commission, as principal regulator for the Company, a management cease trade order ("MCTO") under National Policy 12-203 – Management Cease Trade Orders throughout the duration of the default. The MCTO restricts the trading of securities of the Corporation by the Chief Executive Officer and Chief Financial Officer of the Corporation and it will be revoked once the Corporation has made the Required Filings.

There can be no certainty when the Required Filings will be made. If the Required Filings are not made within 60 days of the Filing Deadline or if Jushi fails to satisfy the ongoing conditions applicable to the MCTO, the Canadian securities regulatory authorities may impose a cease trade order on the securities of Jushi, which would restrict all trading in securities of Jushi and which could materially impact the Company.

COPYRIGHT

All brands and trademarks mentioned in this presentation and possibly protected by third parties are subject without restriction to the provisions of the applicable trademark law and the ownership rights of the respective registered owners. The mere fact that a trademark is mentioned should not lead to the conclusion that it is not protected by the rights of third parties. The copyright for published objects created by the Company remains solely with the Company. Any duplication or use of objects such as diagrams, sounds or texts in other electronic or printed publications is not permitted without the Company's agreement.

CURRENCY

All references to \$ or "dollar" in this presentation are references to USD, unless otherwise indicated.

Officers



Experienced Talent Leading Buildout and Execution



Jim Cacioppo
CEO, Chairman & Founder



Erich Mauff
President, Board Member
& Founder



Jon Barack
President & Founder



Kimberly Bambach
Chief Financial Officer

Management Team



Experienced Talent Leading Buildout and Execution



Olivier Blechner
EVP, Business
Development



Ryan Cook
EVP, Operations



Tobi Lebowitz
EVP, Co-Head
of Legal Affairs



Matt Leeth
EVP, Co-Head
of Legal Affairs



Andreas Neumann
Chief Creative Director



Michael Perlman
EVP, Investor Relations
& Treasury



Daniel Swasbrook
President, Jushi Europe



Nicole Upshaw
EVP, Human
Resources

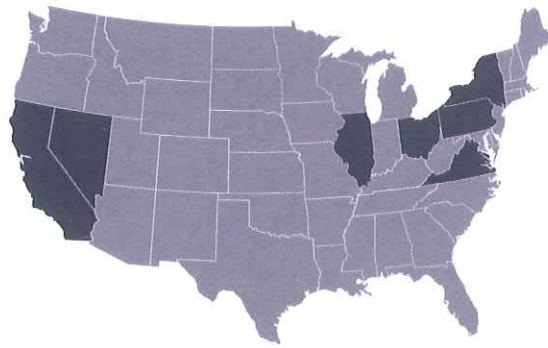


Trent Woloveck
Chief Commercial Director

Jushi at a Glance



Targeted Footprint



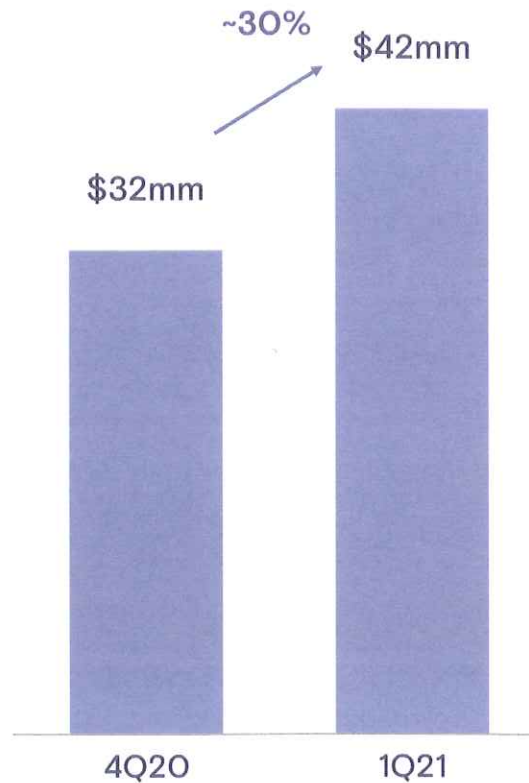
18
open stores

16
planned stores⁽¹⁾

5
cultivation⁽¹⁾

5
extraction & processing⁽¹⁾

Strong Sequential Revenue Growth



Solid Balance Sheet (as of 3/31/21)



~\$168mm
cash, cash equivalents and
short-term investments



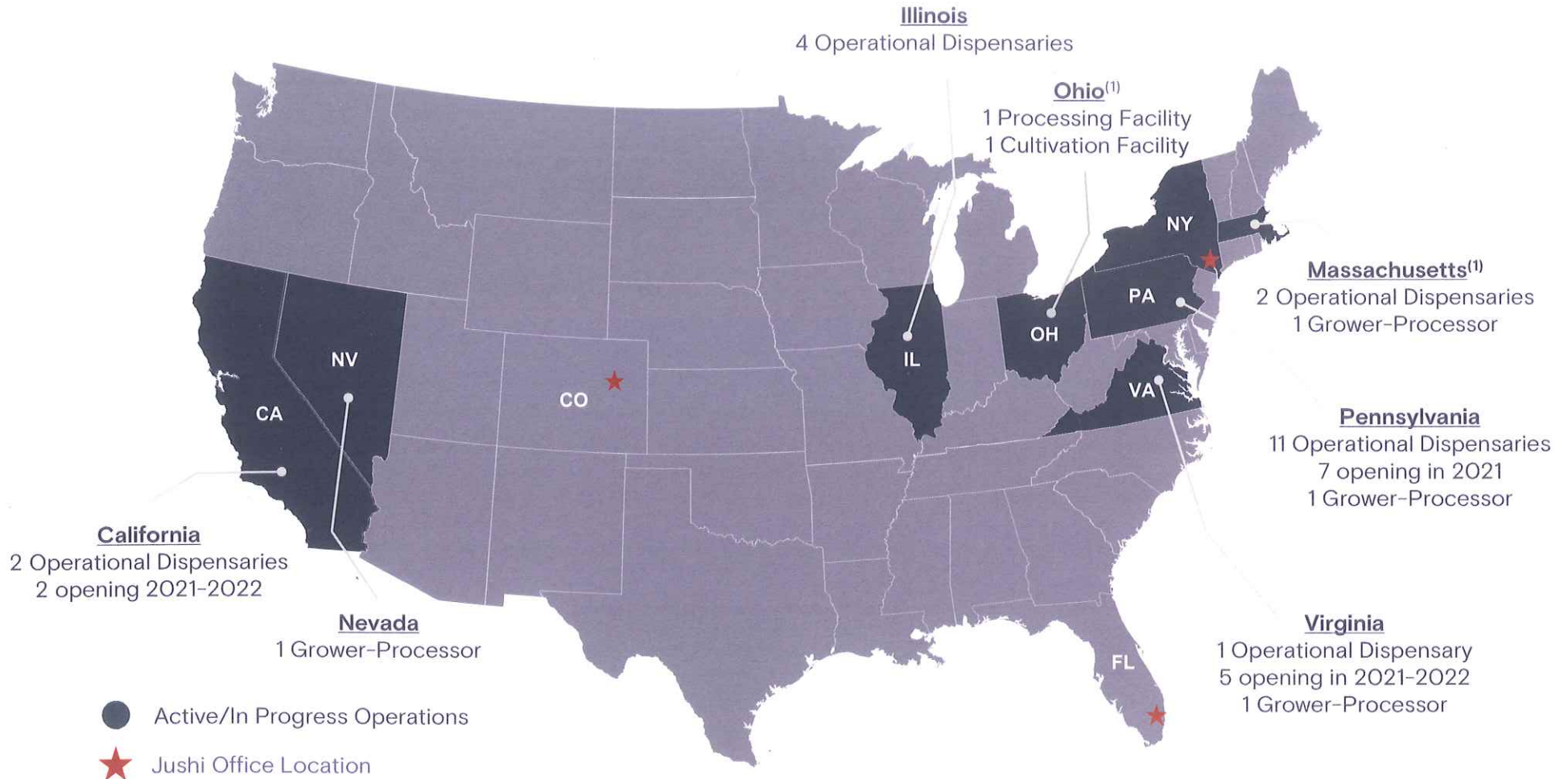
~\$400mm
raised since inception



~\$47mm
raised by founders/insiders

(1) Includes assets under a Management Services Agreement and/or under a Definitive Agreement

Our National Footprint



34

Cannabis Retail⁽¹⁾⁽²⁾

05

Cultivation⁽¹⁾

05

Extraction & Processing⁽¹⁾

03

Offices

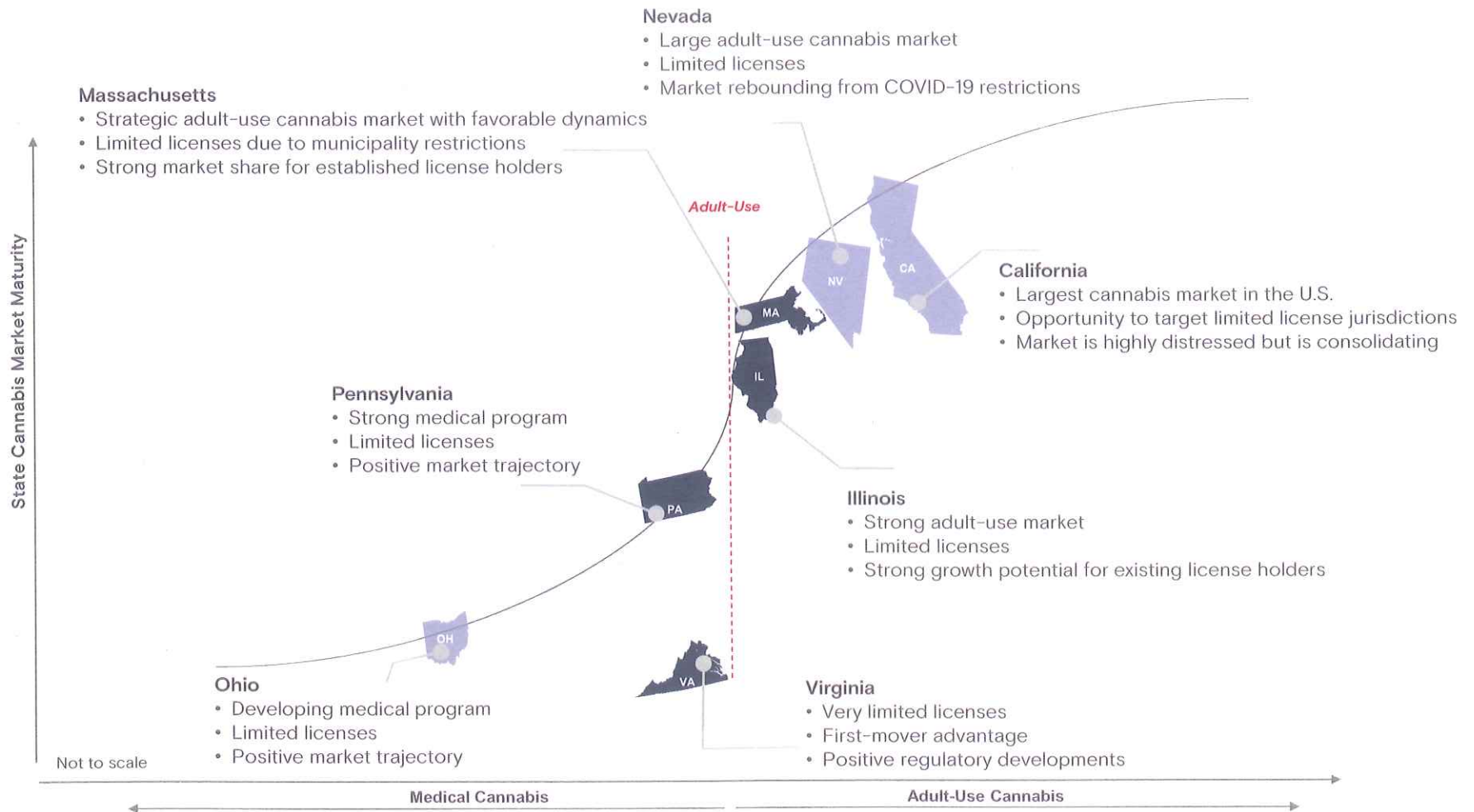
854

Team Members

(1) Includes assets under a Management Services Agreement and/or under a Definitive Agreement

(2) Includes 18 open retail locations, 14 planned openings and two operating locations under definitive agreement

Strategic Market Selection - Attractive adult-use and limited license medical markets



Core Markets

VIRGINIA

PENNSYLVANIA

ILLINOIS

MASSACHUSETTS

Virginia Market



Overview⁽³⁾

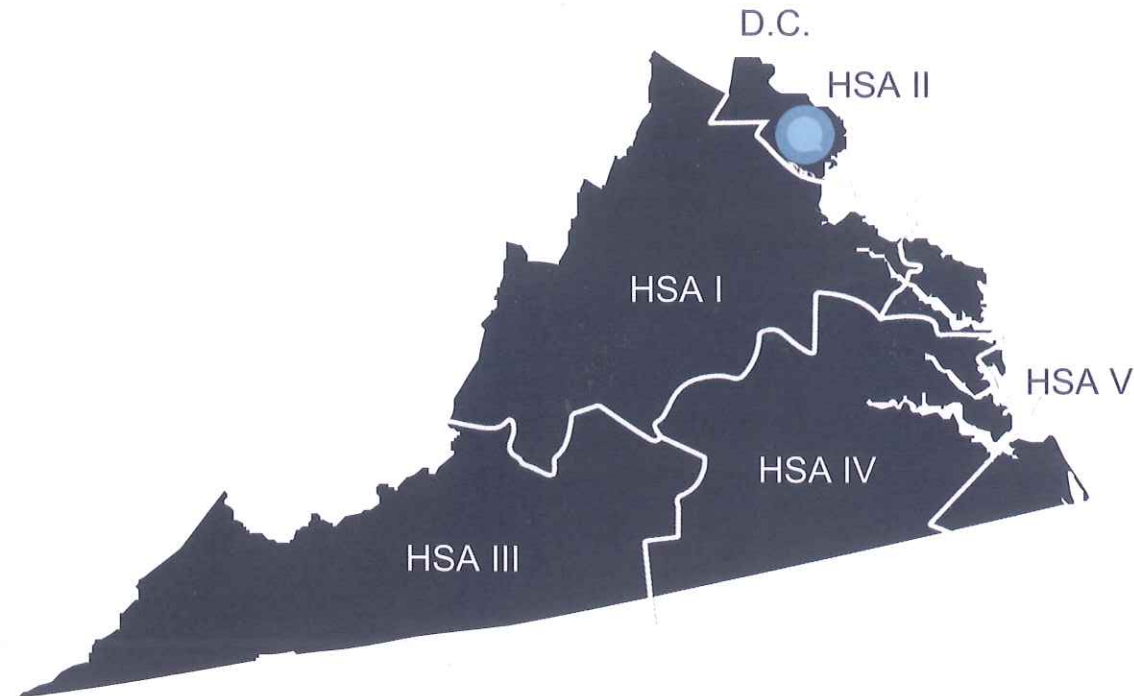
- Population: 8.5 million
- Flower to be added to medical program by October '21
- Adult-use commercial sales commencing January '24
- Medical market, very limited licenses
 - 5 pharmaceutical processors, 4 operational
 - 6 retail per HSA, 30 total dispensaries

HSA II⁽³⁾

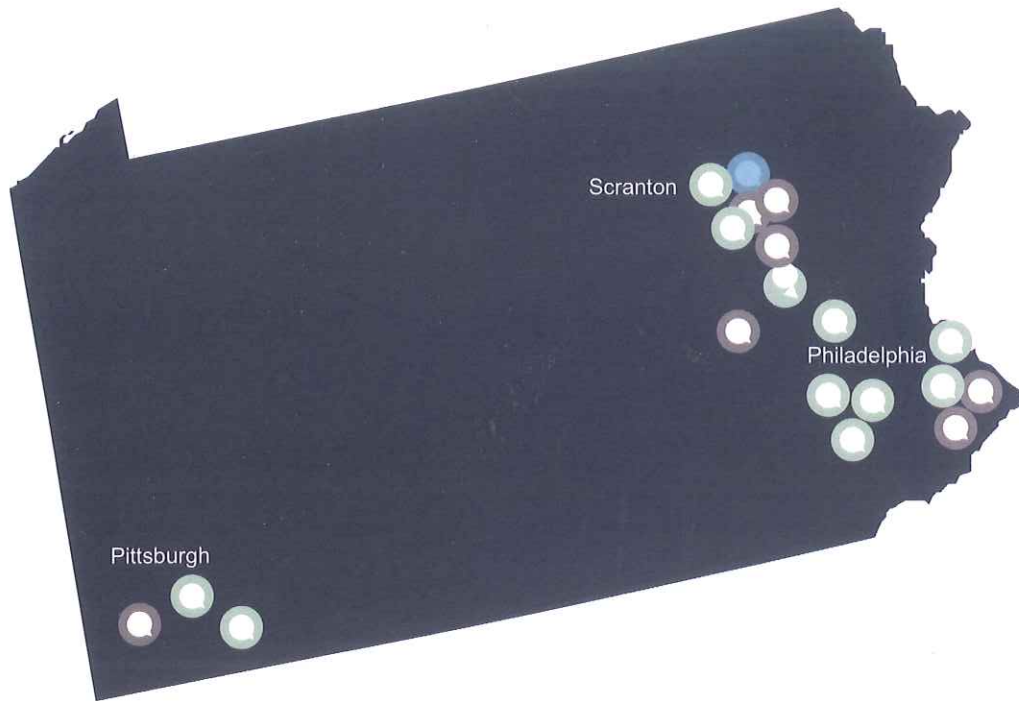
- 2.5 million people in HSA II
- Median age of 37 years
- Smallest geographic HSA, most densely populated, and home to 5 of Virginia's 10 wealthiest neighborhoods

Jushi Assets in HSA II⁽³⁾

- One operational medical dispensary
- Opening one to two additional BEYOND/HELLO™ branded dispensaries in 2021 with remaining dispensaries planned to open in 2022
- Plan to operate a total of six dispensaries by year end 2022
- Vertical integrated facility is operational
 - 93,000 sq. ft. modular build-out
 - 30,000 sq. ft. initially built-out



Pennsylvania Market



-  Operational Stores
-  Planned Openings
-  Grower-Processor Facility

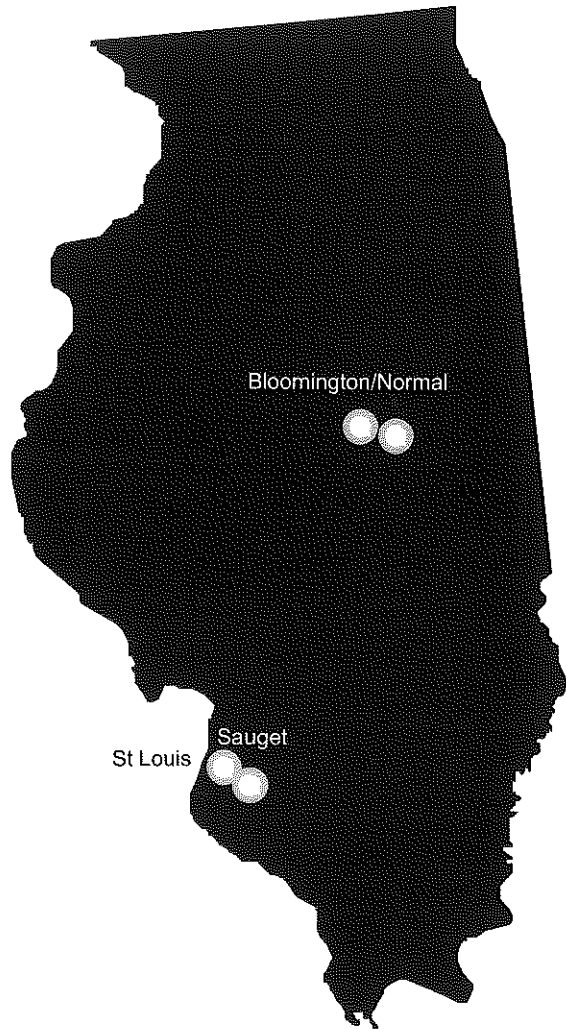
Overview⁽⁴⁾

- Population: 12.8 million
 - ~582,000 medical patients and caregivers
- Medical market, high barrier to entry, limited licenses
 - 150 retail licenses / 25 grower processor licenses
 - Clinical registrant program allowing an additional 48 retail and 8 grower processors

Jushi Assets

- 11 operational medical dispensaries
 - Planning to open seven additional dispensaries in 2021
- 89,000 sq. ft. grower-processor facility expanding to ~190,000 sq. ft. by Q2 2022
 - Canopy to increase to ~110,000 sq. ft.

Illinois Market



Overview⁽⁵⁾

- Population: 12.7 million
- Commenced adult-use sales on Jan 1, 2020
 - Projected 2021 annual run rate of ~\$1.4 billion*
 - Projected to reach \$2.5 billion in annual sales at market maturity
- 110 dispensary licenses
- 21 grower-processor licenses

Jushi Assets⁽⁵⁾

- **Saugel:**
 - Two operational dispensaries
 - Located in Metro East Illinois
 - Second largest urban area in Illinois
- **Bloomington-Normal:**
 - Two operational dispensaries
 - Millennial hub and college town
 - 36 miles away or 40-minute drive to nearest competitor

*Annualized April 2021 adult-use cannabis revenue of \$115 million

Massachusetts Market

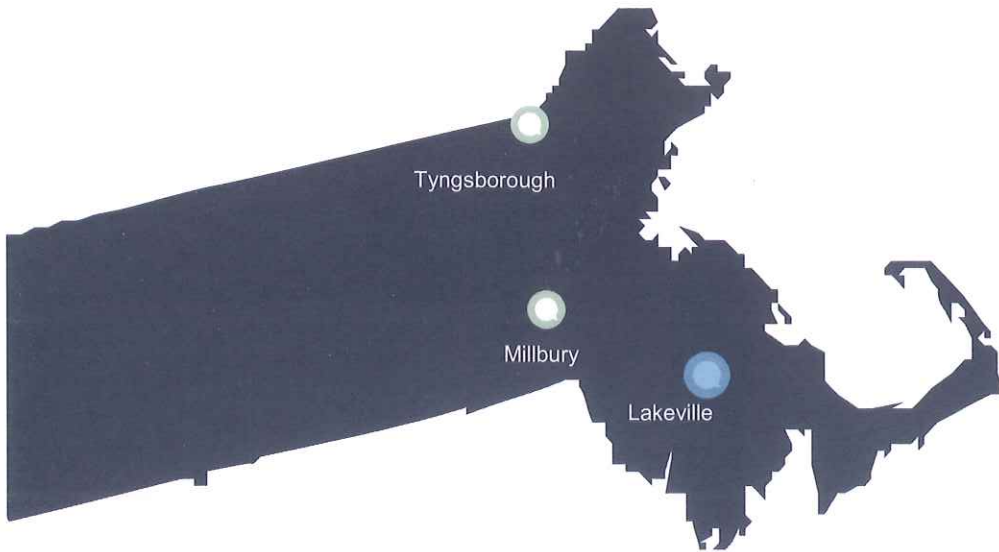


Overview⁽⁶⁾

- Population: 6.9 million
- Commenced adult-use sales in late 2018
- Projected to reach \$1.1 billion in annual revenue by 2022
- ~67% of municipalities prohibit cannabis businesses
- Current operating licenses
 - 138 retail / 44 processing / 48 cultivation

Jushi Assets*

- One operational adult-use dispensary in Millbury, MA
 - Near largest open-air shopping center in Central MA
- One operational adult-use dispensary in Tyngsborough, MA
 - Close proximity to Pheasant Lane Mall, one of the largest malls in NH
- 50,000 sq. ft. grower-processor facility
 - Canopy of approx. 19,500 sq. ft. with plans to expand to approx. 31,000 sq. ft. in 2H21



*Under a Definitive Binding Agreement

Developing Markets

OHIO

NEVADA

BEYOND/HELLO

SAY/HELLO

CALEN

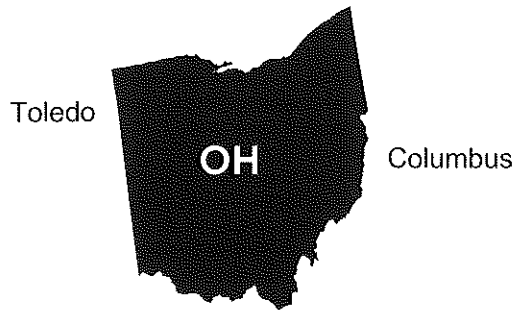
BALANCE

CALIFORNIA

Developing Markets



Ohio Market



Overview⁽⁷⁾

- Population 11.7 million
 - Over 197,000 registered patients
- Limited license medical market
 - 57 retail (expanding to 130)/48 processing/34 cultivation

Jushi Assets

- 8,000 sq. ft. CO2 extraction facility with a processing capacity of 32,000 lbs. of biomass annually*
- Cultivation facility with 3,000 sq. ft. of initial grow space. Plans for up to 9,000 sq. ft. if permitted**

* Under a Management Services Agreement

** Under a Definitive Binding Agreement

Nevada Market



Overview⁽⁷⁾

- Population 3.2 million
 - Large tourism impact
- Adult-use and medical market

Jushi Assets

- Cultivation, production and distribution facility
 - 2,500 lbs. of high-quality dry flower annually
 - Plans to combine two 7,500 sq. ft. buildings and scale operations
- Partner with third-party extractors to sell Jushi branded products wholesale

California Market



Overview⁽⁷⁾

- Population 39.5 million
 - Largest U.S. cannabis market
- Limited license jurisdictions
 - ~70% of counties don't allow cannabis businesses

Jushi Assets

- Santa Barbara: 1 of 3
 - Near Loreto Plaza
- Palm Springs
 - +14 million tourist annually
- Grover Beach: 1 of 4 (opening in Q3'21)
 - Annual tourist population of ~2.2 million
- Culver City: 1 of 3 (opening Q2'22)
 - ~70,000 cars pass location per day

Brand Portfolio



The Bank is an award-winning cannabis brand focused on superior plant genetics and cultivation.



The Lab creates award-winning, high-quality, precision vape products and concentrates through advanced technology, creativity and innovation.



TASTEOLGY

Tasteology is a high-quality, THC infused edible brand focused on great taste and predictable effects.



SÈCHÈ

Seche is a new category that refines the perception of value products like Fine Grind and Fine Flower.



Nira crafts hemp-based CBD products that are physician-formulated and produced with full-spectrum hemp.



Nira

Nira crafts hemp-based CBD products that are physician-formulated and produced with full-spectrum hemp.

Driving Online Revenue Growth Through Best-In-Class Customer Experience

Percent of Total Sales Online

77%

Q1 2021

Online Conversion Rate

11.5%

Q1 2021

New Daily Customers

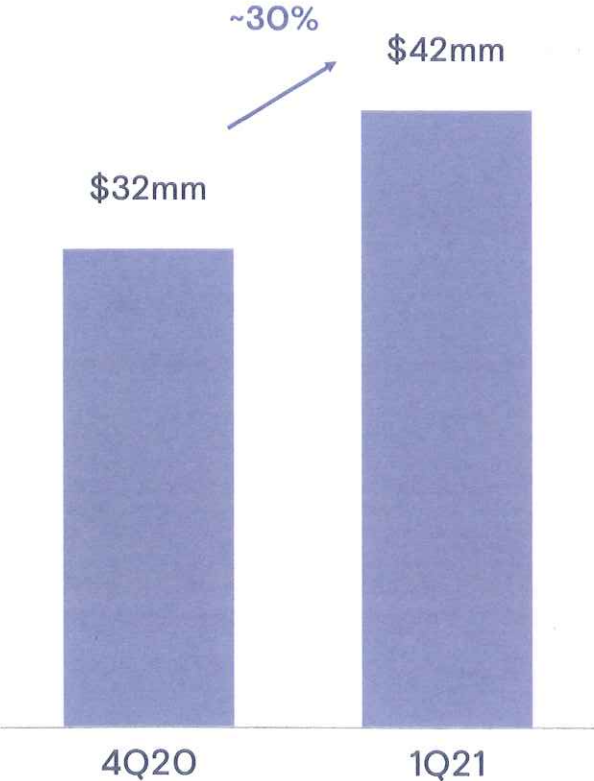
701

Q1 2021 Average

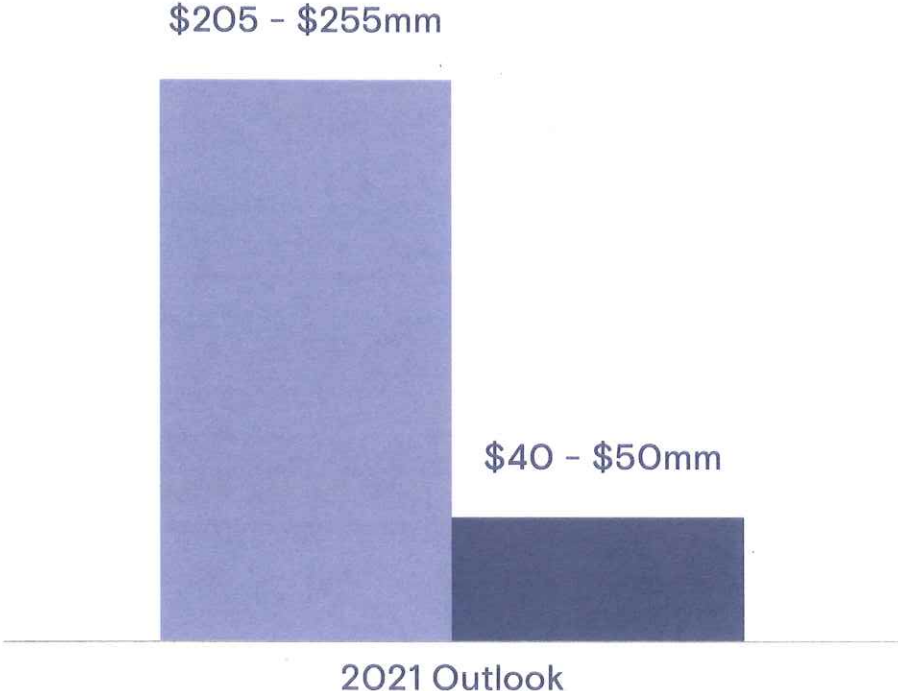
Financial Performance & Outlook



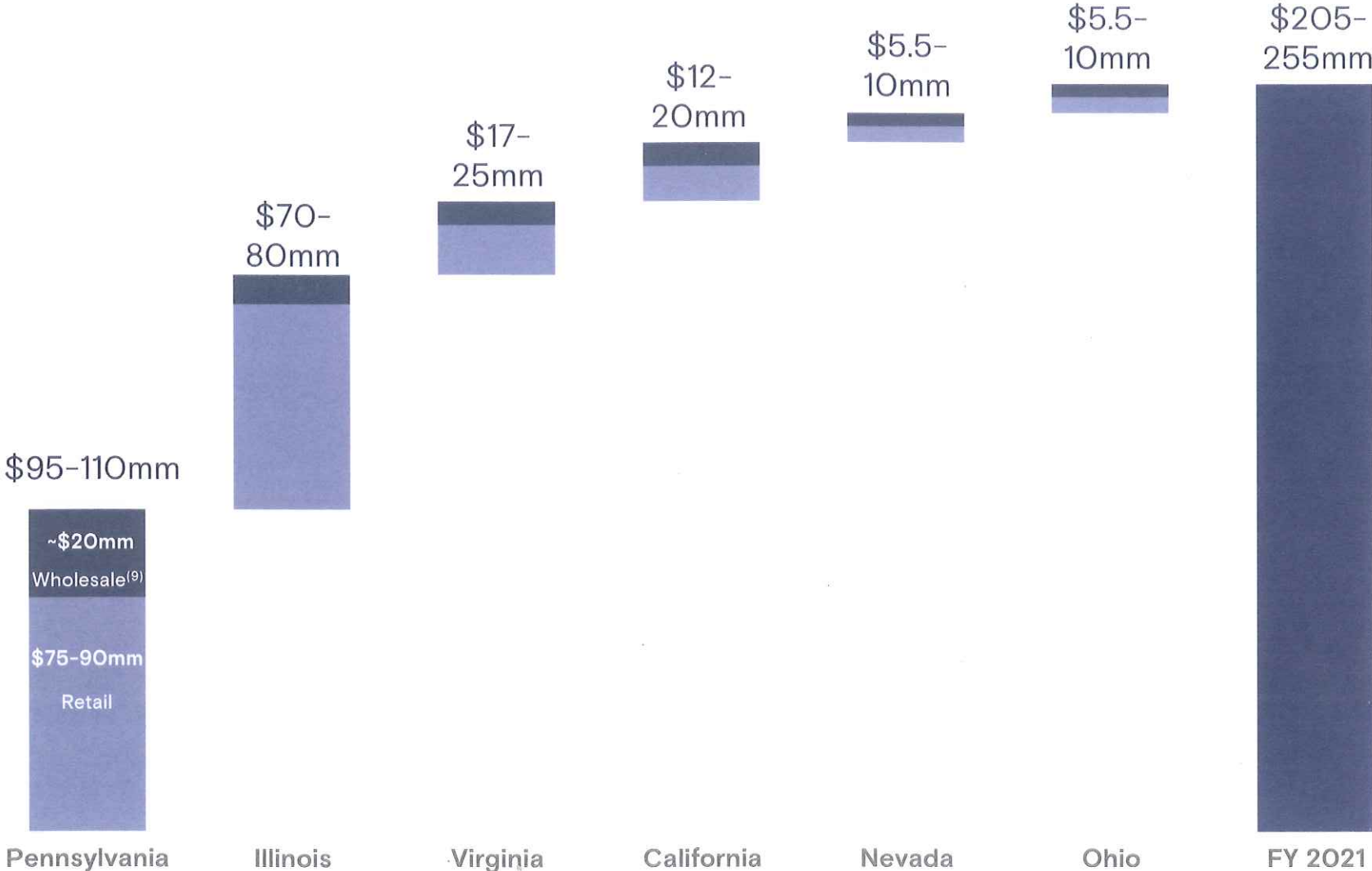
Strong Sequential Revenue Growth



Revenue and Adj EBITDA Outlook Estimates⁽⁸⁾



Fiscal Year 2021 Revenue Outlook*



*As published on October 1, 2020

Share Count Analysis



Share Price (USD)	\$6.00	\$6.50	\$7.00	\$7.50	\$8.00	\$8.50	\$9.00
Super Voting Shares (a)	14.9	14.9	14.9	14.9	14.9	14.9	14.9
Multiple Voting Shares (a)	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Subordinate Voting Shares	150.5	150.5	150.5	150.5	150.5	150.5	150.5
Total as-converted basic shares	169.4	169.4	169.4	169.4	169.4	169.4	169.4
Cash Warrants (b)	5.8	5.8	5.8	5.8	5.8	5.8	5.8
Cashless Warrants (c)	55.6	56.6	57.5	58.2	58.9	59.5	60.0
Stock Options (d)	6.4	6.6	6.9	7.0	7.2	7.3	7.5
Fully Diluted Shares (TSM)	237.1	238.4	239.5	240.4	241.3	242.0	242.6

a) Super Voting Shares are consolidated 1:100 on balance sheet (149k shares total) and have 10 votes per as-converted share. Multi Voting Shares are unconsolidated and have 10 votes per as-converted share.

b) Cash Warrants are shown on an in-the-money basis.

c) Cashless Warrants are shown on a treasury stock method valuation (TSM); Weighted Share Price at \$6.00 is \$1.16

d) Stock Options shown on a TSM valuation.

Liquidity Metrics



Cash (a)	\$168mm
Total Debt (b)	\$82mm
Market Capitalization (150.78mm SVS) ^(c)	\$900mm
Market Capitalization (169.68mm SVS as converted) ^(d)	\$1,013mm
Market Capitalization (255.12mm SVS as converted and fully diluted basis) ^(e)	\$1,523mm



(a) Includes cash, cash equivalents and short-term investments as of March 31, 2021
(b) As of April 15, 2021, excluding leases and property, plant and equipment financing obligations.
(c) An approximate 150.78 million of subordinate voting shares x \$5.97 (Share price as of 6/1/21)
(d) An approximate 169.68 million of subordinate voting shares (as converted) x \$5.97 (Share price as of 6/1/21)
(e) An approximate 255.12 million of subordinate voting shares (as converted and fully diluted basis) x \$5.97 (Share price as of 6/1/21)

Endnotes



- (1) Includes assets under a Management Services Agreement and/or under a Definitive Agreement
- (2) Includes 18 open retail locations, 14 planned openings and two operating locations under definitive agreement
- (3) <https://www.census.gov/quickfacts/VA> (population); <https://www.dhp.virginia.gov/pharmacy/PharmaceuticalProcessing/> (info on program); Virginia Board of Pharmacy rescinded the license for HSA I due to inactivity (reason for four instead of five licenses); <https://lis.virginia.gov/cgi-bin/legp604.exe?212+sum+SB1406> (legislation); <https://lis.virginia.gov/cgi-bin/legp604.exe?212+sum+SB1333> (legislation); <https://www.mpp.org/states/virginia/> (legislation); <https://norml.org/blog/2021/02/23/virginia-legislature-passes-measure-permitting-dispensing-of-herbal-medical-cannabis/> (legislation); ESRI (demographics)
- (4) <https://www.census.gov/quickfacts/PA> (population); <https://www.media.pa.gov/pages/health-details.aspx?newsid=1457> (medical marijuana program highlights); <https://www.health.pa.gov/topics/programs/Medical%20Marijuana/Pages/Dispensaries.aspx> (info on dispensaries); <https://www.health.pa.gov/topics/programs/Medical%20Marijuana/Pages/Growers-Processors.aspx> (info on grower-processors); <https://www.governor.pa.gov/newsroom/medical-marijuana-program-celebrates-five-year-anniversary-continues-commitment-to-patients-in-pennsylvania/> (patient count on 4/17/2021 and sales info); <https://www.media.pa.gov/pages/health-details.aspx?newsid=1457> (patient count on 5/18/21); <https://www.health.pa.gov/topics/Documents/Programs/Medical%20Marijuana/PA%20DOH%20MMAB%20Presentation%20-%20May%2018%202021.pdf> (updated state info on 5/18/21).
- (5) <https://www.census.gov/quickfacts/fact/table/IL/PST045219> (population); <https://www.ilga.gov/legislation/billstatus.asp?DocNum=1443&GAID=16&GA=102&DocTypeID=HB&LegID=130120&SessionID=110> <https://grownin.com/2021/05/27/illinois-house-passes-bill-to-distribute-115-dispensary-licenses/> (Illinois House passes bill to distribute 115 dispensary licenses); <https://www.idfpr.com/profs/adultusecan.asp> (info on program); <https://mjbizdaily.com/illinois-11th-state-to-legalize-adult-use-cannabis-2-billion-market-projected/> (sales projections); <https://www.idfpr.com/Forms/AUC/IDFPR%20monthly%20adult%20use%20cannabis%20sales%2005032021.pdf> (April 2021 sales); ESRI (demographic info)
- (6) <https://www.census.gov/quickfacts/MA> (demographics); public filings, Canaccord Genuity equity research, Arcview: The State of Legal Cannabis Markets 8E, Cannabis Control Commission; <https://masscannabiscontrol.com/licensing-tracker/> (license count)
- (7) <https://www.census.gov/quickfacts/fact/table/NV,OH/PST045219> (population for OH and NV); [program update.pdf \(ohio.gov\)](#) (Ohio program stats); <https://www.census.gov/quickfacts/fact/table/CA/PST045219> (population for CA); <https://www.latimes.com/opinion/op-ed/la-oe-grabstein-cannabis-retail-deserts-ban-marijuana-california-20190528-story.html> (CA cannabis business bans); <https://www.palmspringslife.com/palm-springs-tourism/> (Palm Springs tourism); <https://sanluisobispoquide.com/pismo-beach/> (Grover Beach tourism)
- (8) Adjusted EBITDA is a non-IFRS financial measure. Please refer to, “Reconciliation of Non-IFRS Measures” of the Company's Q3 MD&A for adjusted EBITDA calculations
- (9) Wholesale revenue only. An additional \$15-25 million sold through Jushi's BEYOND/HELLO dispensaries

01
A

INTRODUCING

JUSHI

Jushi

BOCA RATON • DENVER • NYC

INVESTOR PRESENTATION
VERSION 01

Contact Information

the future of cannabis and hemp

Michael Perlman
EVP, Investor Relations & Treasury

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Suite 3250 Boca Raton, FL 33431

561.281.0247
mperlman@jushico.com
investors@jushico.com
www.jushico.com



Risk Factors

An investment in the securities described herein is speculative and involves a number of risks that should be considered by a prospective investor. Prospective investors should carefully consider the risk factors described under "Risk Factors" in the Appendix at the end of this presentation and those contained in the Company's Management Discussion & Analysis ("MD&A") dated September 30, 2020, as filed on SEDAR, before investing in the Company and purchasing the securities described herein.

UNCERTAINTY CAUSED BY NEW AND CHANGING REGULATORY FRAMEWORK

There is substantial uncertainty regarding federal, state and local regulation of both cannabis and hemp described more fully in the Risk Factors contained in the MD&A. Federal, state and local governments are developing new regulations and amending current regulations, of which some are subject to varying interpretations, under which the Company is and/or will operate. Accordingly, there is uncertainty as to the restrictions placed on the Company and the industry. If these uncertainties continue, they may have an adverse effect upon the introduction of the Company's products in different markets.

BANKING LIMITATIONS NEGATIVELY IMPACT BUSINESS IN THE CANNABIS INDUSTRY

The terms cannabis and marijuana are terms generally used to describe the products and derivatives of the cannabis plant. The use of those terms varies by federal, state and local regulators and in federal, state and local laws, rules, regulations and ordinances and can create confusion. The possession and use of cannabis for any purposes is illegal under federal law. Therefore, there is a strong argument that banks cannot, and they typically do not, accept for deposit funds from the drug trade and therefore cannot do business with businesses engaged in the production, sale or distribution of cannabis, as well as businesses that provide products and services to these businesses, despite the fact that the activities in which these businesses engage may be legal under applicable state law. While the Company currently has a banking relationship, there can be no assurances that the Company will be able to maintain this relationship. On February 14, 2014, FinCEN released guidance to banks clarifying BSA expectations for financial institutions seeking to provide services to cannabis-related businesses." Even with the FinCEN guidance, however, there can be no guaranty that banks will decide to do business with businesses in the cannabis industry, or that, in the absence of actual legislation, state and federal banking regulators will not strictly enforce current prohibitions on banks handling funds generated from an activity that is illegal under federal law. The inability of businesses operating in the cannabis industry to open accounts and otherwise use the services of banks may make it difficult for such businesses to prosper and expand, which could have a significant and negative impact on such businesses and their operations and financial condition.

SCIENTIFIC RESEARCH RELATED TO THE BENEFITS OF CANNABIS REMAINS IN EARLY STAGES IS SUBJECT TO A NUMBER OF IMPORTANT ASSUMPTIONS, AND MAY PROVE TO BE INACCURATE

Research in Canada, the United States and internationally regarding the medical benefits, viability, safety, efficacy and dosing of cannabis or isolated cannabinoids remains in early stages. To the Company's knowledge, there have been relatively few double-blind placebo-controlled clinical trials on the benefits of cannabis or isolated cannabinoids. Any statements made in this Presentation concerning cannabis's or cannabinoids' potential medical benefits are based on published articles and reports. As a result, any statements made in this Presentation are subject to the experimental parameters, qualifications, assumptions and limitations in the studies that have been completed.

Although the Company believes that the articles and reports, and details of research studies and clinical trials that are publicly available reasonably support its beliefs regarding the medical benefits, viability, safety, efficacy and dosing of cannabis, future research and clinical trials may prove such statements to be incorrect or could raise concerns regarding and perceptions relating to cannabis. Given these risks, uncertainties and assumptions, prospective purchasers under investors should not place undue reliance on such articles and reports. Future research studies and clinical trials may draw opposing conclusions to those stated in this Presentation or reach negative conclusions regarding the viability, safety, efficacy, dosing, social acceptance or other facts and perceptions related to medical cannabis, which could materially impact the Company.

TAXATION

Prospective investors should be aware that the purchase of securities of the Company or any entity related thereto may have tax consequences both in Canada and the United States. Each prospective investor is strongly encouraged to consult its own tax advisor concerning any purchase of securities of the Company or any entity related thereto and the holding and disposition of any such securities. This presentation does not address the tax consequences of the purchase, ownership or disposition of any such securities.

TOWN OF LAKEVILLE
MASSACHUSETTS

PLANNING BOARD
NOTICE OF DECISION
ON A SPECIAL PERMIT

(To be mailed forthwith to the petitioner, abutters, and owners of land within 300 feet of the property line, the Board of Selectman, Building Inspector, the planning boards of every abutting municipality and to every person present at the hearing who requested that notice be sent to him and stated the address to which such notice was to be sent, as provided in Section 15, Chapter 40A, as amended.)

Applicant _____ Date: March 14, 2019
Nature's Remedy of Massachusetts, Inc. Case No: PB19-01
Owner _____ Address: 310 Kenneth Welch Drive
TJP Realty _____ Lakeville, MA 02347

Premises Affected
310 Kenneth Welch Drive

Special Permit Application to permit:

Adult Use Marijuana Cultivator and Marijuana Product Manufacturing Establishments pursuant to Section 7.4.6 of the Zoning Bylaw

After a public hearing on February 7, 2019 and February 28, 2019
the Planning Board at its meeting on February 28, 2019

VOTED TO GRANT a Special Permit under Article 7 Section 7.6.4 of the Zoning By-law subject to the conditions, safeguards and limitation on time and use specified in the attached Decision of the Board

The decision of the Board, together with detailed record of its proceedings stating the reasons for the decision and the conditions impose, shall be filed within 14 days after the hearing in the office of the Town Clerk. Decision filed with Town Clerk on March 15, 2019.

IMPORTANT Any appeal from the decision of the Appeals Board can be made only to the Court and must be made pursuant to Section 17, Chapter 40A (G.L.) as amended, and must be filed within twenty (20) days after the date of the filing of the decision with the Town Clerk.

THE PLANNING BOARD



nic Chairman

TOWN OF LAKEVILLE
MASSACHUSETTS

PLANNING BOARD

SPECIAL PERMIT DECISION – APPROVED WITH CONDITIONS

Decision Date: March 14, 2019

Name/Address of Applicant: Nature's Remedy of Massachusetts, Inc.
310 Kenneth Welch Drive
Lakeville, MA 02347

Name/Address of Property Owner: TJP Realty, LLC
310 Kenneth Welch Drive
Lakeville, MA 02347

Location: 310 Kenneth Welch Drive
Lakeville, MA 02347

Assessors' Reference: Map 24, Block 6, Lot 6 and Map 61, Block 2, Lot 3

Zoning District: Industrial District

PROJECT DESCRIPTION: Nature's Remedy ("Nature's Remedy") seeks a Special Permit pursuant to Section 7.4.6 of the Zoning Bylaw of the Town of Lakeville (the "Bylaw") to operate an Adult Use Marijuana Establishment for the purposes of marijuana cultivation, processing and manufacturing as defined under G.L. c. 94G, 935 CMR 500.02, and Section 2.0 of the Bylaw, within an existing building located at 310 Kenneth Welch Drive (Map 24, Block 6, Lot 6 and Map 61, Block 2, Lot 3) in the Industrial District of the Town. The Property is already subject to a medical marijuana dispensary special permit issued by the Zoning Board of Appeals on July 5, 2018 and site plan approval of the Planning Board. The project seeks to divide the use of the Property, half for medical marijuana use and half for recreational adult use marijuana. The current special permit from the Zoning Board of Appeals does not include approval of the operation of the Marijuana Establishment for cultivation and procession of adult use marijuana.

VOTE OF THE BOARD: At a duly noticed public hearing and after review of the application and materials submitted as part of the application, including statements made at the public hearing, the Lakeville Planning Board (the "Board"), on February 28, 2019, on a motion made by B. Mancovsky, seconded by J. Swanson, voted to APPROVE with CONDITIONS as specified herein, the application for a Special Permit for an Adult Use Marijuana Establishment (Cultivation and Product Manufacturing) for property located at 310 Kenneth Welch Drive in Lakeville, MA. The vote was 5-0, members voting were B. Hoeg, S. Zienkiewicz, P. Conroy, B. Mancovsky and J. Swanson.

PROCEDURAL HISTORY:

December 18, 2018 – Application for Special Permit was filed with the Town Clerk.

January 24 and January 31, 2019 – Public hearing noticed was published in the Middleboro Gazette.

January 24, 2019 - Public hearing notice was mailed to abutters, the Board of Selectmen, Building Inspector and the Planning Boards of abutting municipalities.

February 7, 2019 – Public hearing commenced at the Lakeville Senior Center. The public hearing was continued to February 28, 2019 and then was closed and a decision rendered.

INDEX OF DOCUMENTS SUBMITTED TO THE BOARD:

The following materials were submitted as part of the Application for Special Permit:

1. Application for Special Permit submitted by Nature's Remedy of Massachusetts, Inc.;
2. Summary of proposed business plan submitted by Nature's Remedy of Massachusetts, Inc.;
3. Detailed floor plans of the proposed Adult Use Marijuana Establishment or Marijuana Retailer:
 - a. "Floor Plan Grade Level", Sheet A-1.1, dated 10/15/2018, prepared by Saltonstall Architects;
 - b. "Floor Plan Grade Level", Sheet A-1.1, dated 10/15/2018, revised as of 2/18/19 prepared by Saltonstall Architects;
 - c. "Enlarged Dispensary Floor Plan", Sheet A-1.2, dated 10/15/2018, prepared by Saltonstall Architects;
 - d. "Enlarged Toilet Room Floor Plan", Sheet A-1.3, dated 10/15/2018, prepared by Saltonstall Architects;
 - e. "Enlarged Vault Plan, Egress Corridor Enlarged Plan Enlarged Section", Sheet A-1.4, dated 10/15/2018, prepared by Saltonstall Architects;
4. Detailed Site Plans:
 - a. "Site Plan Approval and Special Permit for an Adult Use Marijuana Establishment," dated 3/27/17, revised as of 2/14/19, prepared by Azor Land Sciences, Inc.
 - b. "South Facing Elevation Plan" for Site Plan Approval and Special Permit for an Adult Use Marijuana Establishment, not dated
5. A copy of the Written Operating Procedures as required by 935 CMR 500.105;
6. A copy of proposed waste disposal procedures;
7. Cover page of Cannabis Control Commission license application for the Marijuana Cultivator
8. Cover page of the Cannabis Control Commission license application for the Marijuana Product Manufacturer

FINDINGS:

The Board found the proposed use of the Property as an Adult Use Marijuana Establishment for marijuana cultivation, processing and manufacturing is in harmony with the general purpose and intent of the Bylaw based on the following findings:

1. The project will divide the use of an existing 50,000 s.f. warehouse, half of which will be used for medical marijuana cultivation (already permitted through a Special Permit from the Zoning Board of Appeals) and the other half of which will be used for marijuana cultivation, processing and manufacturing for recreational adult use.
2. The facility will cultivate and produce a state-approved line of marijuana edibles, oils, and flower products.
3. Nature's Remedy is seeking a Tier 4 license from the Cannabis Control Commission to allow for between 20,001 and 30,000 s.f. of canopy, with the intention of increasing to a Tier 7 license to allow for between 50,001 and 60,000 s.f. of canopy by the end of 2019.
4. The use is not noxious, harmful or hazardous, is socially and economically desirable and will meet an existing or potential need.
 - a. The Board finds that the project meets the above standard because the project proposes a water reclamation system and use of the public water supply with a secondary water well hook-up to supply the facility with the water required to cultivate marijuana.
 - b. The Board finds that Nature's Remedy has proposed an odor control system that will contain air and odors within the existing building.
5. The advantages of the proposed use outweigh any detrimental effects, and such detrimental effects on the neighborhood and the environment will not be greater than could be expected from development which could occur if the special permit were denied.
 - a. The Board finds that the above standard does not apply to commercial uses, such as the proposed project.
6. Nature's Remedy has no reasonable alternative available to accomplish this purpose in a manner more compatible with the character of the immediate neighborhood.
 - a. The Board finds that the proposed project, an adult use marijuana establishment, is allowed in the Industrial District by special permit and therefore, the Board has determined that the use is most compatible with the character of the Industrial District and no reasonable alternative is available to accomplish this purpose.
7. The Special Permit Granting Authority shall determine that the proposal generally conforms to the principals of good engineering, sound planning, and correct land use, and that Nature's Remedy has the means to implement the proposal if a Special Permit is granted.
 - a. The Board finds that Nature's Remedy is required to meet rigorous state regulations and therefore, the proposed use generally conforms to the principal of good engineering, sound planning, and correct land use, and that Nature's Remedy has the means to implement the proposal if the Special Permit is granted.

8. The Special Permit Granting Authority shall have the power to impose reasonable conditions and modifications, including limitations of time and use, as a condition of a Special Permit, and may secure compliance or performance by requiring the posting of a bond or other safeguards.
 - a. The Board approves the Special Permit subject to the following conditions set forth below.
 - b. The Findings of the Decision of the Zoning Board of Appeals, granting a Special Permit to Nature's Remedy for the Property, issued on July 5, 2018, are hereby incorporated by reference.

CONDITIONS:

The Board grants this approval for a Special Permit subject to the following conditions:

1. The Conditions imposed by the Zoning Board of Appeals in the Special Permit Decision issued on July 5, 2018 are hereby incorporated by reference and shall be applicable to the adult use marijuana cultivation and product manufacturing operations within the Marijuana Establishment. To the extent there is a conflict between the conditions imposed by the Zoning Board of Appeals and the conditions imposed herein, the Conditions of this Special Permit shall govern the portion of the facility that is used for purposes of an adult use Marijuana Establishment.
2. The adult use Marijuana Establishment shall be permitted to operate twenty-four (24) hours per day for adult use marijuana cultivation, processing and manufacturing uses.
3. This Special Permit is limited to the operation of a facility to cultivate, process, and manufacture marijuana for adult recreational use, and activities inherent in those authorized uses. This permit does not authorize operation of an adult use Marijuana Retailer Establishment the sale of adult recreational marijuana and marijuana products directly to consumers.
4. The adult use Marijuana Establishment may not operate, and the Special Permit will not take effect, until Nature's Remedy has obtained all final license approvals from the Cannabis Control Commission. No building permit shall issue for these uses prior to the obtaining of a Provisional License from the CCC.
5. Prior to commencing operations on the Property to cultivate, process and manufacture marijuana for adult recreational use, Nature's Remedy shall provide the Building Commissioner, Health Agent, Fire Chief, Police Chief and the Board with a copy of the applicable Final License from the CCC for an adult use Marijuana Cultivator and Marijuana Product Manufacturer.
6. Nature's Remedy shall provide an annual report of its operations to the Board and other Town officials no later than January 31st of each year, including a copy of all current state licenses and demonstrating continued compliance with the conditions of this special permit. Any change in ownership of Nature's Remedy or change in management staff

and individuals with key access to the Establishment shall also be reported within 30 days of such change.

7. This Special Permit is not transferrable or assignable to another party or entity and shall remain exclusively with Nature's Remedy for the operation of the facility to cultivate, process, and manufacture marijuana for adult recreational use. Events deemed a transfer or assignment of the Special Permit shall include, without limitation: (i) the Company's takeover or merger by or with any other entity; (ii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iii) or any other changes to a majority of the founding member ownership or status of the Company. A Special Permit may be transferred or assigned only with the approval of the Board in the form of an amendment to the Special Permit.
8. Smoking, burning and consumption of marijuana or marijuana infused products on the premises for personal or consumer use is prohibited.
9. The adult use Marijuana Establishment shall not generate outside odors from the cultivation, processing or manufacturing of marijuana or marijuana products. Nature's Remedy shall install and maintain at all times effective odor control technology to prevent the generation of outside odors from the cultivation, processing or manufacturing of marijuana or marijuana products. Nature's Remedy shall ensure proper operation and maintenance of all odor mitigation equipment to ensure maximum efficiency and effectiveness and shall repair and upgrade the air filtration systems, as necessary, to ensure the effectiveness of the odor control technology in meeting the Bylaw standard for odor mitigation.
10. The Building Commissioner, in enforcing the conditions herein, may require additional odor investigation and/or odor mitigation measures or sound investigations and/or sound mitigation measures should concerns and complaints develop about plant odor or sound generation from the facility which are, in the opinion of the Building Commissioner, legitimate in nature. Nature's Remedy shall be required to address such issues with Building Commissioner and the Board to its satisfaction.
11. The permit holder shall notify the Building Commissioner, the Health Agent, the Fire Chief, the Police Chief, and the Board in writing within forty-eight hours of the cessation of operation of the adult use marijuana cultivation and product manufacturing uses or the expiration or termination of the license holder's Final License CCC.
12. The Special Permit shall lapse upon the expiration or termination of Nature's Remedy's license by the Cannabis Control Commission.
13. There shall be a valid Host Community Agreement in effect at all times during the operation of the Adult Use Marijuana Establishment.
14. Prior to filing this Special Permit Decision with the Town Clerk, Nature's Remedy shall pay any and all outstanding fees and obligations due to the Town of Lakeville pertaining to the Special Permit application and the Property.

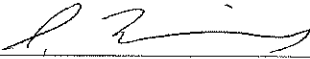
15. The Security Plan and Emergency Procedures shall be approved by the Police Chief and Fire Chief prior to commencing operations. Any changes to the Security Plan and Emergency Procedures shall be reported, in writing, to the Police Chief and Fire Chief within 14 days of such changes taking effect.

16. Nature's Remedy shall provide to the Building Inspector and Chief of the Police Department, the name, telephone number and electronic mail address of a contact person in the event that such person needs to be contacted after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.

Any appeal of this Decision shall be made to a court of competent jurisdiction within twenty (20) days of the date the Board files this Decision with the Town Clerk in accordance with the provisions of G.L. c. 40A, §17.

NOTE: Show the vote of each member upon each question or, if absent or failing to vote, indicate such fact, and set forth clearly the reason or reasons for its decision, and of its other official action.

Members voting: B. Hoeg, S. Zienkiewicz, P. Conroy,
B. Mancovsky, J. Swanson.

Signature 
Chairman

TOWN OF LAKEVILLE
MASSACHUSETTS
ZONING BOARD OF APPEALS
NOTICE OF DECISION ON A SPECIAL PERMIT

Received

JUL 05 2018

Lakeville Town Clerk

Handwritten signature

TO: NATURE'S REMEDY OF MASSACHUSETTS, INC.

Notice is hereby given by the Zoning Board of Appeals of the Town of Lakeville ("Board") that a Special Permit with conditions for a proposed Registered Marijuana Dispensary ("RMD") as defined as a Medical Marijuana Treatment Center ("MMTC") pursuant to G.L. c. 94G and 105 CMR 725 to be located at 310 Kenneth Welch Drive (Assessor's Map 24, Block 6, Lot 6 and Map 61, Block 2, Lot 3) (the "Property"), has been GRANTED to the Applicant, Nature's Remedy of Massachusetts, Inc. (the "Applicant") in compliance with the statutory requirements as set forth in MGL Chapter 40A, as amended, and the Lakeville Zoning Bylaw. THE SPECIAL PERMIT SHALL NOT TAKE EFFECT UNTIL THIS DECISION IS RECORDED AT THE PLYMOUTH COUNTY REGISTRY OF DEEDS BY THE APPLICANT OR ITS DULY APPOINTED REPRESENTATIVE.

FINDINGS:

- A. The Applicant is proposing the sales of medical marijuana and associated paraphernalia along with the cultivation, testing, packaging and storage of medical marijuana in an existing building located in an industrial zoning district. Such proposed use requires a special permit pursuant to Section 7.4 and 7.4.6 of the Lakeville Zoning By-Law.
 - B. The Applicant has received Site Plan Approval from the Lakeville Planning Board.
 - C. The Applicant received a Letter of No-Opposition from the Lakeville Board of Selectmen.
 - D. The Applicant has entered into a Host Community Agreement with the Lakeville Board of Selectmen
 - E. The Applicant has received approval for the use from the Lakeville Board of Health.
 - F. The Applicant has informed the Board that a Provisional License has been granted by the Massachusetts Department of Public Health.
 - G. The Property has approximately 70 parking spaces. The Zoning Board of Appeals ("ZBA") has determined that 70 spaces is sufficient for the proposed operation.
-

- H. The ZBA has determined that the proposed use is not noxious, harmful or hazardous, is socially and economically desirable and will meet an existing or potential need. The proposed use will be located in a renovated existing building that will comply with all state regulations regarding the cultivation and dispensing of medical marijuana products. The ZBA further acknowledges that the sale of medical marijuana was approved by the voters of the Commonwealth in 2012.
- I. Because the proposed use would be located in the industrial zoning district, the ZBA has determined that the advantages of the proposed use outweigh any detrimental effects, and such detrimental effects on the neighborhood and the environment will not be greater than could be expected from development that could occur if the special permit were denied.
- J. RMDs/MMTCs are allowed in the industrial zoning district by special permit and therefore, the ZBA has determined that the Applicant has no reasonable alternative available to accomplish this purpose in a manner more compatible with the character of the immediate neighborhood.
- K. As the Applicant is required to meet rigorous state regulations, the ZBA has determined that the proposed use generally conforms to the principals of good engineering, sound planning, and correct land use, and that the applicant has the means to implement the proposal if a Special Permit is granted.
- L. The ZBA therefore finds that the use is in harmony with the general purpose and intent of the industrial zoning district and the Zoning By-Law.

CONDITIONS:

- 1. The composting pile shown on the submitted plans shall be eliminated and replaced with dumpsters or another closed method of storage.
 - 2. Any signs shall conform to the Town of Lakeville Zoning By-Law.
 - 3. Applicant shall cure any complaints of noxious odors within 24 hours of notification.
 - 4. Hours of Operation:
 - Monday – Friday: not to exceed 8:00 am to 9:00 pm.
 - Saturday: not to exceed 9:00 am to 6:00 pm.
 - Sunday: not to exceed 10:00 am to 6:00 pm.
 - 5. Any and all conditions of Planning Board Site Plan Approval are hereby incorporated into this decision.
-

6. This decision hereby incorporates all of the Applicant's requirements of the Host Community Agreement entered into between the Applicant and Board of Selectmen.
7. This Special Permit shall be null and void should the Host Community Agreement between the Applicant and Town expire or become void in anyway.
8. Any expansion of the existing building will require an amendment to this Special Permit.
9. Any expansion or change of the proposed use will require a new Special Permit.

DECISION:

By a vote on June 21, 2018, this Special Permit was GRANTED, 7-0-0 (Foster, Curtis, Gouveia, Olivieri, Swanson, Carmichael, and Urbanski voting in the affirmative).



Donald Foster, Chair
Lakeville Zoning Board of Appeals

Received in the Office of the Town Clerk:

Date: _____

Appeals, if any, shall be made pursuant to M.G.L. Chapter 40A, Section 17, and shall be filed within twenty days after the date of filing of this notice in the office of the Town Clerk.

RAID 2/2/18

Petition to be filed with Town Clerk

EXHIBIT "A"

TOWN OF LAKEVILLE MASSACHUSETTS

ZONING BOARD OF APPEALS PETITION FOR HEARING

Name of Petitioner: Nature's Remedy of Massachusetts Inc

Mailing Address: 2 Seaport Lane Boston MA

Name of Property Owner: CSS I LLC

Location of Property: 310 Kenneth Welch Dr

Property is located in a residential business [checked] industrial (zone)

Registry of Deeds: Book No. 48267 Page No. 100

Map 24 Block 6 Lot 6 and 61-2-3

Petitioner is: owner [checked] tenant licensee prospective purchaser

Nature of Relief Sought:

[checked] Special Permit under Section (s) 7.4.6 of the Zoning Bylaws

Variance from Section (s) of the Zoning Bylaws.

Appeal from Decision of the Building Inspector/Zoning Enforcement Officer

Date of Denial

Brief to the Board: (See instructions on reverse side - use additional paper if necessary.)

Sales of medical marijuana and associated paraphernalia. The balance of space will be allocated for planting, growing, harvesting, preparing, testing, packaging and storing marijuana products.

I HEREBY REQUEST A HEARING BEFORE THE ZONING BOARD OF APPEALS WITH REFERENCE TO THE ABOVE PETITION OR APPEAL. ALL OF THE INFORMATION ON THIS PETITION, TO THE BEST OF MY KNOWLEDGE, IS COMPLETE AND ACCURATE AND CONFORMS TO THE REQUIREMENTS ON THE BACK OF THIS PETITION FORM.

Petitioner: Robert C. Carr Jr Date: 1/31/18

Signed: [Signature] Telephone: 603-231-1991

Owner Signature: [Signature] Owner Telephone: 508-923-0700

(REFERENCE THE REVERSE SIDE OF THIS APPLICATION FOR FURTHER INSTRUCTIONS IN FILING YOUR PETITION.)

WILL YOU HAVE A REPRESENTATIVE OTHER THAN YOURSELF?

[checked] Yes No John Brady COO (Name and Title)



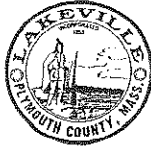
The LAKEVILLE ZONING BOARD OF APPEALS, acting in accordance with MASS GENERAL LAWS CHAPTER 40A, as amended, will conduct a public hearing on THURSDAY, March 15, 2018, at 7:00 P.M., in the LAKEVILLE PUBLIC LIBRARY, 4 PRECINCT STREET, upon the petition of Nature's Remedy of Massachusetts, Inc. They request a Special Permit for the sales of medical marijuana and associated paraphernalia. Space will also be allocated for planting, growing, harvesting, preparing, testing, packaging, and storing marijuana products, as provided by the Lakeville By-Laws. The property is located at 310 Kenneth Welch Drive and owned by CSS I LLC.

Donald A. Foster, Chairman
 March 1, & March 8, 2018
 The Middleboro Gazette Newspaper
 Notice also on www.masspublicnotices.org



The LAKEVILLE ZONING BOARD OF APPEALS, acting in accordance with MASS GENERAL LAWS CHAPTER 40A, as amended, will conduct a public hearing on THURSDAY, March 15, 2018, at 7:00 P.M., in the LAKEVILLE PUBLIC LIBRARY, 4 PRECINCT STREET, upon the petition of Nature's Remedy of Massachusetts, Inc. They request a Special Permit for the sales of medical marijuana and associated paraphernalia. Space will also be allocated for planting, growing, harvesting, preparing, testing, packaging, and storing marijuana products, as provided by the Lakeville By-Laws. The property is located at 310 Kenneth Welch Drive and owned by CSS I LLC.

Donald A. Foster, Chairman
 March 1, & March 8, 2018
 The Middleboro Gazette Newspaper
 Notice also on www.masspublicnotices.org



TOWN OF LAKEVILLE MEETING NOTICE/ AGENDA

Posted in accordance with the provisions of MGL Chapter 30A, §. 18-25

Received & posted: 6/16/18 @ 3:15 PM

April Berry ATC
Town Clerk

Name of Board or Committee:	Board of Appeals
Date & Time of Meeting:	Thursday, June 21, 2018 @ 7:00 PM
Location of Meeting:	Lakeville Public Library 4 Precinct Street
Clerk/Board Member posting notice	Cathy Murray

AGENDA

- I. Called to Order at 7:00 p.m.

- II. Meeting minutes (Votes to be taken)
Approve the March 15, 2018, & April 19, 2018, meeting minutes

- III. Petition hearings (Votes to be taken)
 1. Andrews hearing – 51 Nelson Shore Road request for a **Special Permit** and **Variance** to allow the demolition of an existing house and the construction of a new house on an existing foundation footprint with a new farmer’s porch and living space above. There will also be construction of a free-standing roof on columns over an existing bar area. This will be within the setback on a pre-existing, non-conforming lot.
 2. O’Brien hearing – 1 Hazel Street request for a **Special Permit** to allow a 16’ x 28’ unattached carport within the setback on a pre-existing, non-conforming lot.
 3. Perrault hearing – 1 Main Street request for a **Special Permit** to allow the current business use of a property in the business zone to be converted to a single family residential dwelling use.
 4. Cloutier hearing – 25 Central Avenue request for a **Special Permit** to construct an 18’ x 20’ carport within the setback on a pre-existing, non-conforming lot.
 5. Nashawaty hearing – 3 Pinecrest Drive request for a **Special Permit** to construct an addition and partial second floor on a pre-existing, non-conforming dwelling; to construct an addition on an accessory structure within the setback; & to construct a 24’x 35’ garage within the setback on a non-conforming lot
 6. Tragiannopoulos hearing – 162 Bedford Street request for a **Special Permit** to allow an existing dwelling to remain in a business zone even though the property lines have been changed.
 7. Tragiannopoulos hearing – 160 Bedford Street request for a **Special Permit** to construct a single family home and operate a truck restoration garage on property in the business zone.
 8. Hoard hearing – 164 Bedford Street request for a **Special Permit** to allow an existing dwelling to remain in a business zone even though the property lines have been changed.
 9. Nature’s Remedy of Mass, Inc. hearing, continued - 310 Kenneth Welch Drive- request for a **Special Permit** for the sales of medical marijuana. Space to also be allocated for planting, growing, harvesting, preparing, testing, packaging and storing marijuana products.
 10. The Residences a LeBaron Hills, LLC, continued -M26-B3- L10-request to modify their **Comprehensive Permit** granted on June 17, 2004, and filed with the Town Clerk on June 18, 2004.
 11. Nemasket River Landing, LLC, continued – 27 & 31 Commercial Drive – Request for a **Comprehensive Permit** to build 26 three bedroom townhouse style, residential homeownership units. 7 units will be affordable.
 12. Riverside Lakeville, LLC, continued – 29, 32-36 Riverside Drive – Request for a **Comprehensive Permit** to build 24 three bedroom townhouse style homeownership units and 60 three bedroom, duplex style homeownership units. 21 units will be affordable.

Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Board of Selectmen arise after the posting of this agenda, they may be addressed at this meeting.



NATURE'S
REMEDY

Nature's Remedy of Massachusetts, Inc.

310 Kenneth Welch Drive

Lakeville, MA 02347

Application for Special Permit

Section E. The Application for an Adult Use Marijuana Establishment or Marijuana Retailer Special Permit shall include the following:

1. A detailed floor plan of the proposed Adult Use Marijuana Establishment or Marijuana Retailer that identifies the square footage available and describes the functional areas of the facility;

See attachment 1

2. Detailed site plans that include the following information:

- a. Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, signage and all other provisions of this By-Law;

See attachment 2 for site plans

Parking requirements for a 10,000 sq./ft office space (33) & warehouse (20) to be in compliance with the By-Law set forth by the Town of Lakeville total 53 spaces. Our facility exceeds this minimum by offering 76 secure parking spaces onsite. Two loading docks and one shipping and receiving location are located on-site and independent of the general parking area. Total lot frontage exceeds 1,760'. No exterior signage is being added to the existing building at this time.

- b. Convenience and safety of vehicular and pedestrian movement on the site to provide safe and secure access and egress to and from the site.

We are providing 76 spaces of paved, lit, secure off-street parking on the property; no street parking is permitted. Sidewalks from the parking areas to the facility entrance are provided and maintained for safe and secure pedestrian movement. These areas are well lit and under 24 hour camera surveillance to ensure safety.

- c. Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected to be substantially affected by on-site changes.

No off-site parking or pedestrian traffic is expected under reasonable conditions as ample onsite parking is being provided.

- d. Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premise.

All 76 parking spaces, both handicapped and typical, are located in close proximity to main entrances of the facility with minimal pedestrian travel distance required to enter. Two loading docks and one shipping/receiving area are

located at the rear of the site away from customer parking areas and will not impede entrance to the facility.

- e. Site design such that it provides convenient, secure, and safe access and egress for clients and employees arriving to and from the site.

The exterior of the building and all adjacent parking are free of obstructions preventing line of sight to the building. The front of the building, parking areas, and side employee entrance are all well-lit and each of these areas are under 24-hour camera surveillance which is closely monitored. All parking areas are in close proximity to the main entrance, and ambulatory travel to and from said parking areas is minimal.

- f. Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping.

The exterior of the existing building is brick façade with curtain wall glazing that provides a typical office park appearance. Some existing shrubs have been removed to improve visibility while existing shrubs provide some landscaping accent and visual aesthetic. A single-sided street sign for the existing building is visible at the parking entrance. There is no plan to modify the sign by Nature's Remedy at this time.

- g. Adequacy of water supply, surface and subsurface drainage and light.

Water supply to the building is provided by a local well that has been tested for capacity to meet production requirements. The facility is also piped into city supplied water for its potable water and that source is available as a backup supply to the local well. Once operational, the facility is equipped with a reverse-osmosis water system, retaining 95-97% of water utilized, which will offset the use of this natural resource.

Surface and subsurface water drainage occurs via existing gutter lines along existing curbing. Sheet drainage and catch-basins are part of the existing infrastructure. Site lighting consists of building wall packs and is consistent with industrial park-style lighting. We find this system efficient, as it far exceeds the lighting requirements necessary for our use.

- 3. A copy of the written operating procedures as required by 935.500.105, which shall include, at a minimum, the following:
 - a. Security measures in compliance with 935 CMR 500.110, to the extent such information can be made publicly available;
See Attachment 3, P.1-2
 - b. Employee security policies;

See Attachment 3, P.1-2

- c. Proposed hours of operation and after-hours contact information;
See Attachment 3, P.2
- d. Proposal for storage of marijuana;
See Attachment 3, P.3
- e. Emergency procedures, including a disaster plan in case of fire or other emergencies;
See Attachment 3, P.4
- f. Policies and procedures for preventing the diversion of marijuana (1) to individuals younger than 21 years old (2);
See Attachment 3, P.5 for diversion prevention. As this is a cultivation facility and not a dispensary, access to the facility will be limited to employees, security personnel, agents of transportation and necessary individuals for the operation and consultation of the business and will be verified upon arrival to the facility.
- g. Policies and procedures for energy efficiency and conservation in accordance with 935 CMR 500.105, and a plan for implementation of such policies;
See Attachment 3, P.8

- 4. A copy of proposed waste disposal procedures
See Attachment 4

- 5. A copy of the provisional license issued by the Cannabis Control Commission, and any additional materials submitted to the Cannabis Control Commission by the Applicant for purposes of obtaining a provisional license.

We do not currently possess a Provisional License issued by the Cannabis Control Commission. We have submitted our application packets for both cultivation and manufacturing and are awaiting final decisions to be made by the Commission. Attached, you will find receipts of this correspondence with the Commission.

Description	SF of Room
00 FIRE PROTECTION ROOM (NOT-IN-CONTRACT) 526 SF	Cold Storage Solutions
00 UTILITY ROOM (NOT-IN-CONTRACT) 581 SF	Cold Storage Solutions
00 ELECTRICAL ROOM (NOT-IN-CONTRACT) 88 SF	Cold Storage Solutions
00 EXISTING SHARED LOBBY 392 SF	Cold Storage Solutions
00 EXISTING SHARED ENTRY VESTIBULE 53 SF	Cold Storage Solutions
00 COLD STORAGE SOLUTIONS (NOT-IN-CONTRACT) 4797 SF	Cold Storage Solutions
00 OTHER TENANT SPACE (NOT-IN-CONTRACT) 14537 SF	Cold Storage Solutions
00 SHARED EGRESS HALLWAY	234 SF
01 STAFF ENTRY	Future Dispensary
02 WOMEN'S TOILET	173 SF
03 MEN'S TOILET	184 SF
04 BREAK ROOM	269 SF
05 MEN'S LOCKER ROOM	132 SF
06 WOMEN'S LOCKER ROOM	132 SF
07 SECURITY	72 SF
08 STAFF ENTRY	60 SF
09 DECONTAMINATION HALLWAY	95 SF
10 RECEIVING	423 SF
11 CLONE	325 SF
12 MOTHER	500 SF
13 STORAGE & WROK AREA	429 SF
14 EXTRACTION	1043 SF
15 GRINDING & DECARB	439 SF
16 TRIM	384 SF
17 DRYING & QUARANTINE	1304 SF
18 VEG, MOTHER, & CLONE	2984 SF
19 GROW	2558 SF
20 GROW	2150 SF
21 GROW	2150 SF
22 GROW	2558 SF
23 KITCHEN	1435 SF
25 JANITOR	10 SF
26 MEN'S TOILET	143 SF
27 WOMEN'S TOILET	153 SF
28 KITCHEN	600 SF
29 LAB FORMULATION	660 SF
30 I.T. & SECURITY EQUIPMENT	241 SF
31 VAULT	660 SF
32 OFFICE	Future Dispensary
33 POINT OF SALE	Future Dispensary
34 FUTURE DISPENSARY FLOOR	Future Dispensary
35 UNISEX ACCESSIBLE TOILET	Future Dispensary
36 ENTRY VESTIBULE	Future Dispensary
37 SECURE HALL	Future Dispensary
38 SECURITY	Future Dispensary

39 R.O. & IRRIGATION	1810	SF
40 EGRESS HALLWAY	313	SF
42 SHIPPING/RECEIVING OFFICE	128	SF
43 FUTURE GROW	2160	SF
44 FUTURE GROW	2557	SF
45 FUTURE GROW	2162	SF
46 FUTURE GROW	2557	SF
47 FUTURE GROW	2163	SF
48 FUTURE GROW	1829	SF
49 FUTURE GROW	1087	SF
50 FUTURE GROW	2163	SF
51 IT	Future Dispensary	
52 HVAC	Future Dispensary	
53 SHIPPING & RECEIVING	524	SF
54 DECON	800	SF
PHASE 1 CORRIDOR	3205	SF

Attachment 3

Security Plan

General Security Overview

Nature's Remedy of Massachusetts, Inc. ("Nature's Remedy") will implement policies and procedures to maintain a secure facility and to prevent diversion or other loss of marijuana products in accordance with 935 CMR 500.110 as set out by the Commission. These policies are intended to protect the general public, employees, and consumers. Nature's Remedy will identify each individual seeking entrance into the marijuana establishment to ensure that only individuals who are 21 years or older are allowed access. These policies will also provide for the proper storage and disposal of marijuana products. Nature's Remedy will ensure that all excess marijuana is disposed of safely and will have in place the necessary storage areas and equipment for proper storage of marijuana, including established limited access areas. This equipment will include but is not limited to locked safes or vaults, keys, alarms, and cameras. In addition to these measures, Nature's Remedy will ensure that all marijuana products are kept out of plain sight of public places outside of the marijuana establishment. Nature's Remedy will also implement policies and procedures for situations following inadvertent diversion or loss of marijuana products. In addition, Nature's Remedy will work cohesively with law enforcement authorities and fire services and will share Nature's Remedy's security plans, policies, and procedures with those authorities.

Limited Access Areas

Nature's Remedy will designate limited access areas by posting clearly visible signs, no smaller than 12" x 12" and which state: "Do Not Enter-Limited Access Area-Access Limited to Authorized Personnel Only" in lettering no smaller than one inch in height. Nature's Remedy will limit individuals allowed access to these areas to employees, agents, law enforcement, and others authorized by the Commission. Nature's Remedy will require all employees to wear employee identification badges at all times while inside the marijuana establishment. Employees of Nature's Remedy will escort all visitors, including vendors and contractors, into limited access areas. These visitors will be logged in and out, and Nature's Remedy will maintain this log and make it available to the Commission for periodic inspection. Nature's Remedy will ensure that all visitor identification badges are collected before visitors leave the premises.

Security and Alarm Requirements

Nature's Remedy will implement alarms and other security equipment to prevent and detect potential loss and diversion of marijuana. This equipment will include perimeter alarms at all entrances and exits of Nature's Remedy's facility, a failure notification system, a panic alarm connected to local law enforcement, video cameras in all areas that contain marijuana, and 24-hour recordings of all video surveillance to be made available to the Commission upon request.

Nature's Remedy will ensure that all video footage has a clear date and time stamp, clear still photos can be produced in color, and that the footage can be exported into standard image formats including .jpg, .gif, and .bmp formats. Nature's Remedy will store the video footage in a way that precludes loss or alteration of the footage. In addition to the primary alarm systems, Nature's Remedy will maintain a backup alarm system provided by a different company from the primary system. Nature's Remedy will have this security equipment inspected monthly. Access to all surveillance areas will be limited to employees who are essential to Nature's Remedy's security operations, including local law enforcement.

Incident Reporting

Nature's Remedy will immediately notify law enforcement authorities of any security breach including, but not limited to, discovery of discrepancies identified during inventory, diversion or loss of marijuana products, any loss or unauthorized alteration of records related to marijuana, suspicious actions within the marijuana establishment, failure of an alarm system, activation of an alarm system, or any criminal acts. Nature's Remedy will provide written notice to the Commission within ten calendar days of any incident that occurs on the premises. Nature's Remedy will maintain records and documentation of any security incident for at least one year.

Hours of operation

24 hours per day/365 days per year

After-Hours Contact

Robert C Carr, Jr. CEO

Phone: 603-231-1991

Email: Bob@naturesremedyma.com

Proposal for Storage of Marijuana

Nature's Remedy of Massachusetts, Inc. ("Nature's Remedy") will ensure that all marijuana and marijuana products are stored in compliance with 935 CMR 500.105(11). Specifically, Nature's Remedy will ensure the following:

- The facility will have adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110;

- The facility will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed, in accordance with applicable provision of 935 CMR 500.105(12);
- All storage areas will be maintained in a clean and orderly condition;
- All storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
- All storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

Per the requirements of 935 CMR 500.110, all finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss. Furthermore, all safes, vaults, and any other equipment or areas used for the storage of marijuana products will be securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

The storage of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers, per the requirements of 935 CMR 500.105(3)(b)(15).

In accordance with 935 CMR 500.105(3)(c), Nature's Remedy will comply with sanitary requirements. All edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.

Emergency Procedures

Evacuation

- In the event of a fire or other emergency in which the Nature's Remedy facility must be evacuated, security agents will be responsible for coordinating and directing an orderly evacuation of each assigned section of the facility. Drills for evacuation and lock down should be coordinated with the Lakeville Police and Fire Departments - evacuation priorities are:

- Move occupants who are closest to the danger to a safe area near or at an emergency exit.
- Direct all occupants to evacuate the building through the nearest safe emergency exit.
- After safely exiting the building, all patients, visitors and agents should proceed directly to the predetermined assembly area to participate in “roll call” led security agents.
- In the event Nature’s Remedy receives a bomb threat, the receiving agent should notify his/her manager immediately, and dial 911.
- In the event of a bomb threat and/or explosion, all occupants should be evacuated as described above.

Fire

- In the event of a fire, the agent discovering the fire will immediately dial 911 and activate the internal fire alarm.
- If safe to do so, at the agent’s discretion, the agent may extinguish the fire.
- If possible, agents leaving the affected area should attempt to turn off electrical equipment and close doors to prevent the spread of smoke or fire.
- All occupants will exit the building using the nearest safe exit.
- Occupants will assemble for a “roll call” in the designated evacuation area, ensuring that they remain clear of responding fire apparatus.
- Smoke and fire alarms to be tested on a monthly basis.
- Fire extinguishers and the fire suppression system to be tested/inspected on an annual basis.
- The Director of Security will perform and document an annual Fire Evacuation Drill in consultation with the Lakeville Fire Department.
- Fire Evacuation Maps will be clearly posted around the Nature’s Remedy Facility and agents should review the maps on an ongoing basis.

Hazardous Weather / Shelter-in-Place

- Evacuees will follow the public official’s instructions on the Emergency Alert System station.
- In the event that hazardous weather or other natural or manmade circumstances require a shelter-in-place order, the following items will be performed by security agents to implement the sheltering plan:
 - Announce to agents that a shelter-in-place has been advised and that the sheltering plan will be implemented.
 - If safe to do so, allow agents to depart prior to putting shelter procedures into place.
 - Take “roll call” and record number of agents who will be sheltering in the facility.
 - Secure and lock all doors and windows.
 - Move agents to a designated sheltering room in center of the facility.

- Continuing monitoring of Emergency Alert System, radio, TV, and other methods of communication to determine when an “All Clear” is issued and the shelter-in-place can be lifted.

Plan for Prevention of Diversion

Nature’s Remedy of Massachusetts, Inc.’s (“Nature’s Remedy”) operating policies and procedures ensure prevention of diversion, theft, and illegal or unauthorized conduct pursuant to the Commission’s Adult Use of Marijuana regulations codified in 935 CMR 500. Considerations regarding diversion prevention measures include, but are not limited to, marijuana establishment agent and consumer accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport or analysis is to be stored and tracked in a manner that prevents diversion, theft, or loss.

More specifically, diversion measures include policies and procedures requiring that:

- Employees are made aware of crime prevention techniques pursuant to 935 CMR 500.105(1)(b).
- Any marijuana establishment agent who has diverted marijuana is immediately dismissed, and this is reported to law enforcement and to the Commission pursuant to 935 CMR 500.105(1)(l).
- Nature’s Remedy only engages in reasonable marketing, advertising, and branding practices that do not promote the diversion of marijuana and comply with all other marketing and advertising requirements under 935 CMR 500.105(4).
- Warning statements required by the Commission’s regulations are affixed to all applicable products, and that Nature’s Remedy’s labels comply with all other labeling of marijuana and marijuana products requirements under 935 CMR 500.105(5).
- Tamper or child-resistant packaging is used for applicable marijuana products, and that Nature’s Remedy’s products comply with all other packaging of marijuana and marijuana products requirements under 935 CMR 500.105(6).
- Nature’s Remedy maintain real-time inventory, and tracking and tagging all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.
- Records are kept for inventory, seed-to-sale tracking for all marijuana products, personnel (including documentation of the completion of required training), and waste disposal, and that Nature’s Remedy comply with all other record keeping requirements under 935 CMR 500.105(9).
- Marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, is stored in a separate area, until

such products are destroyed; and that Nature's Remedy comply with all other storage requirements under 935 CMR 500.105(11).

- Two or more marijuana establishment agents witness and document how the marijuana waste is disposed or otherwise handled, and that Nature's Remedy comply with all other waste disposal requirements under 935 CMR 500.105(12).
- All transported marijuana products are linked to the seed-to-sale tracking program, that all vehicles transporting marijuana are staffed with a minimum of two marijuana establishment agents, and that any vehicle accidents, diversions, or other reportable incidents that occur during transport are reported to the Commission and law enforcement within 24 hours, and that Nature's Remedy comply with all other transportation requirements under 935 CMR 500.105(13).
- All security requirements under 935 CMR 500.110 are followed, including:
 - Implementing sufficient safety measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at Nature's Remedy's adult-use marijuana retail location;
 - Adopting procedures to prevent loitering and to ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission's regulations and its enabling statute are allowed to remain on the premises;
 - Storing all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss;
 - Restricting access to employees, agents or volunteers specifically permitted by Nature's Remedy, agents of the Commission, state and local law enforcement and emergency personnel, and all other limited access areas requirements under 935 CMR 500.110(4);
 - Implementing an adequate security system to prevent and detect diversion, theft or loss of marijuana, notifying law enforcement and the Commission within 24 hours of a diversion, theft or loss of any marijuana product, and all other security and alarm requirements under 935 CMR 500.110(5); and
 - Obtaining, at Nature's Remedy's own expense, a security system audit by a vendor approved by the Commission, and all other security audits requirements under 935 CMR 500.110(8).

Energy Efficiency and Conservation

Nature's Remedy is a firm believer in minimizing the company's environmental foot print. To address the concerns of environmental impact on the community, Natures Remedy is proud to showcase our 100% off-the-grid facility, which will be operated by a tri-generation system.

These systems have won accolades throughout the world in multiple areas of business, from European hotels to Australian hospitals, and stand at the forefront of modern innovation and technology in the green energy space. We are excited to bring the State of Massachusetts into the international spotlight as a location utilizing this energy source in large scale production of a commodity.

Tri-generation is the simultaneous production of electricity and heat with the additional transfer of thermal energy to provide both heating and cooling at virtually no tax to the local power grid. We are proud to mention that the State of Massachusetts has designated this tri-generation system a "Clean Resource" per the Green Communities Act of 2008.

Through our tri-generation, we will initially generate all of the facility's electricity from natural gas generators. The heat from the generators is captured and run through a lithium bromide (salt water) absorber that converts the heat into chilled water which is used for cooling the individual grow rooms. The heat not used in the water cooling process is recycled into the facility to heat the rooms during colder months.

Nature's Remedy will demonstrate consideration of the following factors:

- a. Identification of potential energy use reduction opportunities (such as LED lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- b. Consideration of opportunities for renewable energy generation;
- c. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- d. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Nature's Remedy will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). Nature's Remedy will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Nature's Remedy will be subject to the following minimum energy efficiency and equipment standards:

- a. The building envelope for all facilities, except greenhouses, must meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
- b. The Lighting Power Densities (LPD) for cultivation space must not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and

Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.

- c. Heating Ventilation and Air Condition (HVAC) and dehumidification systems must meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
- d. Safety protocols must be established and documented to protect workers and consumers (e.g., eye protection near operating grow light).
- e. Requirements 935 CMR 500.120(11)(b) and (c) will not be required if an indoor marijuana cultivator is generating 100% or more of the onsite load from an onsite clean or renewable resource.
- f. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.
- g. A RMD with a final certificate of registration before March 15, 2018, will have a 12-month period to comply with 935 CMR 500.120(11) or until March 23, 2019.

Attachment 4

Proposed Waste Disposal Procedures

- a. All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.
- b. Liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: *Surface Water Discharge Permit Program*; 314 CMR 5.00: *Groundwater Discharge Program*; 314 CMR 12.00: *Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers*; the Federal Clean Water Act, 33 U.S.C. 1251 *et seq.*, the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: *Sewer System Extension and Connection Permit Program*), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: *Industrial Wastewater Holding Tanks and Containers*.
- c. Organic material, recyclable material, and solid waste generated at a Nature's Remedy facility be redirected or disposed of as follows:
 1. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
 2. To the greatest extent feasible:
 - i. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
 - ii. Any remaining marijuana waste will be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.
 3. Solid waste containing cannabis waste generated at a Nature's Remedy facility may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it may be brought to a solid waste transfer facility or a solid waste disposal facility (*e.g.*, landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located; or
- d. No fewer than two Nature's Remedy agents must witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, *etc.*) in accordance with 935 CMR 500.105. When marijuana products or waste is disposed or handled, Nature's Remedy will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Nature's Remedy agents present during the disposal or other handling, with their signatures. Nature's Remedy will keep these records for at least three years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

11-28-2018

Application Number: MCN281482

Dear stuart bernstein:

This email acknowledges that your Marijuana Cultivator - Application of Intent application packet was submitted to the Cannabis Control Commission via the MassCIP system.

We will contact you if we have questions about your application. When the review is complete, we will email a notification.

Sincerely,
The Cannabis Control Commission

11-28-2018

Application Number: MCN281482

Dear stuart bernstein:

This email acknowledges that your Marijuana Cultivator - Background Check application packet was submitted to the Cannabis Control Commission via the MassCIP system.

We will contact you if we have questions about your application. When the review is complete, we will email a notification.

Sincerely,
The Cannabis Control Commission



MP281524 License Number 04/11/2020 Expiration Date

Pursuant to its authority and power to license Marijuana Establishments granted to it under Chapter 94G of the Massachusetts General Laws,

The Cannabis Control Commission hereby grants a final Marijuana Establishment license to:

Nature's Remedy of Massachusetts, Inc.

Marijuana Establishment permitted to operate at the following address

310 Kenneth Welch Drive Lakeville, MA 02347

Marijuana Establishment licensed to perform operations as:

Product Manufacturing

[Signature] Steven J. Hoffman | Chairman

[Signature] Kay Doyle | Commissioner

[Signature] Jennifer Flanagan | Commissioner

[Signature] Britte McBride | Commissioner

[Signature] Shaleen Tittle | Commissioner

[Signature] Shawn Collins | Executive Director

The Marijuana Establishment is subject to M.G.L. 94G, Commission regulations, Commission decisions, and all other legal requirements. The Marijuana Establishment must remain fully compliant with said requirements and legal authorities until such time that it is approved by the Commission to cease operations.



MC281482 License Number 04/11/2020 Expiration Date

Pursuant to its authority and power to license Marijuana Establishments granted to it under Chapter 94G of the Massachusetts General Laws,

The Cannabis Control Commission hereby grants a final Marijuana Establishment license to:

Nature's Remedy of Massachusetts, Inc.

Marijuana Establishment permitted to operate at the following address

310 Kenneth Welch Drive Lakeville, MA 02347

Marijuana Establishment licensed to perform operations as:

Cultivation - Tier 4 / Indoor (20,001 - 30,000 sq. ft)

[Signature of Steven J. Hoffman]
Steven J. Hoffman | Chairman

[Signature of Kay Doyle]
Kay Doyle | Commissioner

[Signature of Jennifer Flanagan]
Jennifer Flanagan | Commissioner

[Signature of Britte McBride]
Britte McBride | Commissioner

[Signature of Shaleen Tille]
Shaleen Tille | Commissioner

[Signature of Shawn Collins]
Shawn Collins | Executive Director

The Marijuana Establishment is subject to M.G.L. 94G, Commission regulations, Commission decisions, and all other legal requirements. The Marijuana Establishment must remain fully compliant with said requirements and legal authorities until such time that it is approved by the Commission to cease operations.

TOWN OF LAKEVILLE AND NATURE'S REMEDY OF MASSACHUSETTS, INC.
HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 25th day of September 2018 by and between Nature's Remedy of Massachusetts, Inc. a Massachusetts for-profit corporation formed under MGL ch.180 *et seq.*, and any successor in interest, with a principal office address of 109 State Street, Suite 404, Boston, Massachusetts 02109 ("Company") and the Town of Lakeville, a Massachusetts municipal corporation with a principal address of 346 Bedford Street, Lakeville, Massachusetts 02347, ("the Town"), acting by and through its Board of Selectmen in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate a licensed Recreational Marijuana Establishment ("RME") for the cultivation, processing, product manufacturing and retail sale of recreational marijuana at 310 Kenneth Welch Drive, Lakeville, MA (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 105 CMR 750.00 and/or 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the RME and receives all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the RME, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of a RME, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the RME in the Town, then the Company agrees to provide the Annual Payments set forth below. (Provided, however, that if the Company fails to secure any such other license

and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.)

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from marijuana and marijuana product sales at the Facility. The term "gross sales" shall mean the total of all retail sales transactions of the Facility without limitation, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility including but not limited to any gross sales related to any uses/establishments allowed under G.L. c. 94G. For those licensed entities who derive revenue from service fees, such as laboratories, research facilities and/or transporters, gross sales shall mean all gross revenue derived from such service fee and other income of the establishment.

The Annual Community Impact Fee shall be made quarterly per the Town's fiscal year (July 1- June 30). If necessary, the Annual Community Impact Fee for the first quarter of operation shall be prorated. The quarterly payment shall be made within 30 days following the end of each 3 months of operation, and shall continue for a period of five (5) years. Nine months (9) prior to the conclusion of each of the respective five year terms, the parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Said Amendment shall be in place at least six (6) months prior to the expiration of the five (5) year term.

2. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services, permitting and consulting services, and any other impacts upon the Town.

B. Additional Costs, Payments and Reimbursements

In addition to the Annual Community Impact Fee, the Company agrees to pay the following under the condition of the local permit:

1. \$25.00 per pound of Adult Use Recreational Marijuana produced at the Facility and either sold at locations outside of Lakeville either by the Company or via a wholesale sale (unless otherwise included in gross sales) or used in the production of other marijuana products either sold at locations outside of Lakeville either by the Company or via a wholesale sale, (the "RME Production Payment").

This Payment shall be paid on an annual basis, paid quarterly, commencing thirty days following the first day of the first full calendar quarter month after the certificate of occupancy is issued for any part of the Facility.

In no event shall this Payment ever be decreased. The parties hereby recognize and agree that this Payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

2. The Company shall pay the Town a one-time payment of \$50,000.00. Said payment is due three months after the date of the first sale at the Facility. This payment shall not become due if already paid to the Town of Lakeville under a Host Community Agreement for the same Company and facility. The parties hereby recognize and agree that this one-time payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d). This payment shall not become due if already paid to the Town of Lakeville under the medical Host Community Agreement between the Town and the Company approved by the Board of Selectmen on June 13, 2018."
3. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
4. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
5. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town to third parties in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.

6. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days following written notice of non-payment, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

C. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town an amount no less than \$10,000 unless otherwise required and fulfilled in an executed and valid Host Community Agreement with the Town of Lakeville, said charities/non-profit organizations to be determined by Board of Selectmen in its reasonable discretion. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the commencement of the operations, and shall continue for the term of this Agreement. For purposes of clarity, Nature's Remedy will not be required to make the foregoing contribution provided that it makes a \$10,000 annual contribution as required under its previously executed medical Host Community Agreement.

1. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit annual financial statements to the Town within 30 days after the payment of its Annual Community Impact Fee with a certification of its annual sales. The Company shall maintain 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 CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the RME when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated 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 and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the RME, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of RME in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the RME in the Town, provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this agreement.

This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for a RME to operate in the Town, or to refrain from enforcement action against the Company and/or its RME for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

8. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a RME with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then, at the sole discretion of the Board of Selectmen, the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

9. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

10. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates a RME in the Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

11. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

12. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town]:

Board of Selectmen
Town of Lakeville
346 Bedford Street
Lakeville, MA 02347

To Licensee:

Nature's Remedy of Massachusetts, Inc.
109 State Street
Suite 404
Boston, MA 02109

13. Severability

If any term of 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 the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

14. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

15. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement 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 hereto.

16. Amendments/Waiver:

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 signatories to the original Agreement, prior to the effective date of the amendment.

17. 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.

18. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

19. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

20. No Joint Venture

The Parties hereto 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.

21. Nullity

This Agreement shall be null and void in the event that the Company does not locate a RME in the Town or relocates the RME out of the Town, provided, however, that if the Company decides not to locate a RME in the Town, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the RME within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

22. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30)

days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

23. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

[Signatures to follow]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF LAKEVILLE
BOARD OF SELECTMEN

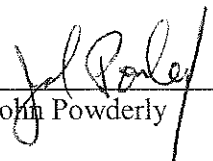
NATURE'S REMEDY OF
MASSACHUSETTS. INC.



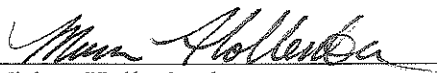
Aaron Burke, Chairman



Robert Carr, Chief Executive
Duly Authorized



John Powderly



Miriam Hollenbeck

NATURE'S REMEDY OF MASSACHUSETTS, INC.

Host Community Agreement
Medical Marijuana Treatment Center
Lakeville, Massachusetts

This Host Community Benefit Agreement for a Medical Marijuana Treatment Center ("MMTC") MMTC, is entered into this ___ day of June, 2018 by and between Nature's Remedy of Massachusetts, Inc. a Massachusetts for-profit corporation formed under MGL ch.180 *et seq.* with a principal office address of 109 State Street, Suite 404, Boston, Massachusetts 02109 ("OPERATOR") and the Town of Lakeville, a Massachusetts municipal corporation with a principal address of 346 Bedford Street, Lakeville, MA 02347, ("TOWN") (collectively, the "PARTIES").

WHEREAS, the OPERATOR wishes to locate a licensed MMTC engaged in cultivation, processing and dispensing of marijuana for medical use in the Town at 310 Kenneth Welch Drive, Lakeville, MA (the "Facility") in accordance with Chapter 369 of the Acts of 2012 and applicable regulations, as such state and regulations have and may be further amended by Chapter 55 of the Acts of 2017 (the "Act"), and such approvals as may be issued by the TOWN in accordance with its Zoning Bylaw and other applicable regulations, and those of the TOWN, as may be amended;

The obligations of OPERATOR and the TOWN recited herein are specifically contingent upon OPERATOR obtaining a Final Certificate of Registration for operation of a MMTC in the TOWN from the Massachusetts Department of Public Health ("DPH") and upon OPERATOR obtaining municipal approvals for construction and operation of the MMTC in the TOWN;

WHEREAS, OPERATOR has submitted applications to operate MMTCs in the Commonwealth of Massachusetts;

WHEREAS, OPERATOR wishes to locate an approximately 50,000 sq. ft. cultivation facility and a Medical dispensing MMTC in the TOWN at 310 Kenneth Welch Drive in accordance with regulations issued by the Massachusetts Department of Public Health ("DPH") and zoning ordinances and Board of Health regulations issued by the TOWN;

WHEREAS, OPERATOR has received a letter of support/non-opposition from the TOWN for the siting and operation of a MMTC in the TOWN;

WHEREAS, OPERATOR intends to provide certain benefits to the TOWN in the event that OPERATOR obtains a Final Certificate of Registration to operate a MMTC in the TOWN and has received all state and local approvals;

WHEREAS the OPERATOR desires to be a responsible corporate citizen and contributing member of the business community of the TOWN, and in the event the contingencies noted below are met, intends to provide certain benefits to the TOWN over and above typical economic development benefits attributable with similar new manufacturing and retail concerns locating in the TOWN;

WHEREAS, the PARTIES intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), as established in the Act, applicable to the operation of the MMTC in the TOWN; and

NOW, THEREFORE, the OPERATOR anticipates that the TOWN will incur additional expenses and impacts upon the TOWN's road system, law enforcement, fire protection services, inspectional services and permitting services, public health services, and potential additional unforeseen impacts upon the TOWN. Accordingly, in order to mitigate the financial impact upon the TOWN and use of Town resources, the OPERATOR agrees to make a donation or donations to the TOWN, in the amounts and under the terms provided herein. In consideration of the above, OPERATOR offers the TOWN and the TOWN accepts this Host Community Benefit Agreement in accordance with MGL Ch. 44 §53A:

1. In the event that OPERATOR obtains a Final Certificate of Registration and such other license and/or approval as may be required, for operation of the MMTC in the TOWN by the DPH, the Cannabis Control Commission (the "CCC"), or such other state licensing or monitoring authority, as the case may be, and receives any and all necessary and required permits and licenses issuable by the TOWN, which said permits and/or licenses allow OPERATOR to locate, occupy, and operate the MMTC in the TOWN, then OPERATOR agrees to pay the TOWN an Annual Community Impact Fee according to the following terms:

3% of Gross Revenue from OPERATOR's sales to patients occurring at the Facility or sales resulting from deliveries originating from the dispensing Facility until the Termination Date of this Agreement, but not including OPERATOR'S sales occurring from other Facilities located outside of Lakeville or via wholesale sales. Each Annual Community Impact Fee Payment shall be paid on an annual basis, paid quarterly, commencing on the first day of the first full calendar quarter month which is at least 90 days after the first certificate of occupancy is issued for any part of the Facility. Each Annual Community Impact Fee Payment will continue to be paid quarterly thereafter during the operation of this Agreement. With regard to any year of operation for the MMTC which is not a full calendar year, the applicable Annual Community Impact Fee Payment shall be pro-rated accordingly.

The term "Gross Revenue" referenced above shall mean the total of all sales transactions involving the sale of medical marijuana, marijuana infused products, paraphernalia, and any other products.

2. The OPERATOR shall make the Annual Payments set forth in Paragraph 1, above, to the Town of Lakeville. The PARTIES understand and acknowledge that the TOWN is under no obligation to use the payments described in Paragraph 1 above in any particular manner. The Treasurer of the TOWN shall hold the Annual Payments in a separate fund, to be expended by the Board of Selectmen without further appropriation pursuant to G.L. c.44, §53A, or otherwise in trust, for the purposes of addressing the potential health, safety, and other effects or impacts of the MMTC on the TOWN and on municipal programs, services, personnel, and facilities. While the purpose of this payment is to assist the TOWN in addressing any public health, safety, and other effects or impacts the MMTC may have on the Town and on municipal programs, services,

personnel, and facilities, the TOWN may expend the Annual Payments at its sole and absolute discretion, as determined by the Board of Selectmen. Notwithstanding the Annual Payments, nothing shall prevent the OPERATOR from making additional donations from time to time to causes that will support the TOWN, including but not limited to local drug abuse prevention/treatment/education programs.

3. In addition to the Annual Community Impact Fee, the OPERATOR shall additionally pay an Annual Community Benefit Payment to the TOWN in accordance with the following:

\$15.00 per pound of Medical Marijuana produced at the Facility and either sold at locations outside of Lakeville either by the OPERATOR or via a wholesale sale or used in the production of other marijuana products either sold at locations outside of Lakeville either by the OPERATOR or via a wholesale sale, (the "MMTC Production Payment") as a Community Benefit Fee.

The Annual Community Benefit Payment shall be paid on an annual basis, paid quarterly, commencing on the first day of the first full calendar quarter month after the certificate of occupancy is issued for any part of the Facility.

In no event shall the Annual Community Benefit Payments ever be decreased.

The parties hereby recognize and agree that the Annual Community Benefit Fee to be paid by the OPERATOR shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

4. Additional Costs, Payments and Reimbursements

The OPERATOR shall pay the TOWN a one-time payment of \$50,000.00. Said payment is due three months after the date of the first sale at the Facility. The parties hereby recognize and agree that this one-time payment to be paid by the OPERATOR shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

Permit and Connection Fees: The OPERATOR hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the TOWN'S building permit and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the TOWN, provided that such fees are at the same levels as those charged to other similar businesses.

Facility Consulting Fees and Costs: The OPERATOR shall reimburse the TOWN for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard municipal rates charged by the above-referenced consultants in relation to the Facility. Such fees include only fees charged by third-party consultants and will be consistent with fees charged other businesses locating to Town. OPERATOR will reimburse TOWN for fees related to the negotiation of this Agreement, provided that they do not exceed \$2,500.

Other Costs: The OPERATOR shall reimburse the TOWN for the actual costs incurred by the TOWN to third parties in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.

Late Payment Penalty: The OPERATOR acknowledges that time is of the essence with respect to their timely payment of all funds required under this Agreement. In the event that any such payments are not fully made with ten (10) days following written notice of same, the OPERATOR shall be required to pay the TOWN a late payment penalty equal to five percent (5%) of such required payments.

5. Annual Charitable Contributions

The OPERATOR, in addition to any funds specified herein, shall annually contribute to public local charities in the TOWN an amount no less than \$10,000.00, said charities to be determined by the OPERATOR and a Municipal Subcommittee appointed by the Board of Selectmen in its reasonable discretion.

6. Annual Reporting for Host Community Impact Fees and Benefit Payments: The OPERATOR shall submit annual financial statements to the TOWN within 30 days after the payment of its Annual Community Impact Fee with a certification of its annual sales. The OPERATOR shall maintain 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 DPH/CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the TOWN, the OPERATOR shall provide the TOWN with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the DPH/CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the OPERATOR shall agree, upon request of the TOWN to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the OPERATOR. The Independent Financial Auditor shall review the OPERATOR's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the TOWN and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the OPERATOR's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the OPERATOR's normal business activities.

7. At all times during the term of this Agreement, real property, owned or operated by OPERATOR shall be treated as taxable, and all applicable real estate and property taxes for that property shall be paid either directly by OPERATOR or by its landlord. OPERATOR shall not challenge the taxability of such property and shall not submit an application for any statutory exemption from such taxes.

8. Notwithstanding any other provision herein: (a) if real property owned or operated by OPERATOR is determined to be exempt for taxation or partially exempt, or (b) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full, fair market value, then OPERATOR or Landlord shall pay to the TOWN an amount, which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed, fair market value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Paragraph shall be in addition to the payments made by OPERATOR under Paragraph 1 of this Agreement.

9. In the event that OPERATOR becomes eligible for status as a charitable organization and a related decrease or elimination of real property taxes, and tax revenue from OPERATOR's cultivation and processing facility located in the TOWN is reduced or eliminated, OPERATOR or Landlord will make the assessed, fair market value tax payment directly to the TOWN as an additional payment under this Agreement.

10. OPERATOR anticipates that it will make annual purchases of water, from all local government agencies. OPERATOR will pay any and all fees associated with the local permitting of the MMTC.

11. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, OPERATOR will make every effort in a legal and non-discriminatory manner to give priority to local business, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the MMTC.

12. Approval of Manager - If requested by the TOWN, the OPERATOR shall provide to the TOWN, for review and approval, the name and relevant information, including but not limited to the information set forth in 105 CMR 725.030, or such other state regulations, as the case may be, of the person proposed to act as on-site manager of the MMTC. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The TOWN shall consider such request for approval within thirty days following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

13. OPERATOR shall provide staff to participate in TOWN-sponsored educational programs on public health and drug abuse prevention, and to work cooperatively with other TOWN public safety departments not mentioned in the Agreement.

14. OPERATOR shall coordinate with the Lakeville Police Department in the development and implementation of required security measures, under 105 CMR 725.110, CCC, or such other state licensing or monitoring authority, as the case may be and otherwise, including determining the number and placement of exterior security cameras. OPERATOR will maintain a cooperative relationship with the Lakeville Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Lakeville Police Department of any suspicious activities on the site. In addition, OPERATOR shall at all times comply with all applicable laws and regulations regarding the operations of the MMTC and the security thereof. Such compliance shall include, but will not be limited to: after-hours contact information and access to surveillance operations; and requiring dispensary agents to produce their Program ID Card to law enforcement upon request.

OPERATOR agrees to cooperate with the Lakeville Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Lakeville Police Department of any suspicious activities at or in the immediate vicinity of the MMTC, and with regard to any anti-diversion procedures.

To the extent requested by the Lakeville Police Department, the OPERATOR shall work with the Lakeville Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the MMTC. Such plan shall include, but is not limited to, (i) training MMTC employees to be aware of, observe, and report any unusual behavior in authorized visitors or other MMTC employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the MMTC.

15. This Agreement applies solely to the operations of the OPERATOR in accordance with a DPH issued license for an MMTC. In the event it becomes permissible under Massachusetts law for the OPERATOR to cultivate, sell or distribute marijuana at the MMTC for purposes other than those initially authorized by the DPH license, ie. "Recreational Use", the OPERATOR agrees to do so only after receiving written approval from the Board of Selectmen and signing a Host Community Agreement specific to Recreational Use with the Board of Selectmen prior to engaging in any such sale or distribution. OPERATOR undertakes this obligation voluntarily and after consultation with counsel, and acknowledges that it will not seek to circumvent this contractual obligation even if no law or regulation would otherwise require OPERATOR to receive such approvals. Therefore, the PARTIES acknowledge that this provision shall remain enforceable even if no local approvals are required by law, and notwithstanding any provision of law or regulation that calls into question the enforceability of this provision. OPERATOR agrees to enter into a new Host Community Agreement should the operation change from a MMTC.

16. Except as specifically provided for herein, this Agreement does not affect, limit or control the authority of the TOWN its boards, commissions, or department to carry out their respective powers and duties to decide upon and to issue, or deny applicable permits and other approvals under the statutes and regulations of the Commonwealth, the general and zoning bylaws of the TOWN or applicable regulations of those boards, commissions, and a department or to enforce said statutes, bylaws, and regulations. Except as specifically provided for herein, the TOWN by entering into this Agreement is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the TOWN or to refrain from enforcement action for violation of the terms of said permits, approvals or statutes, bylaws and regulations. Except as specifically provided for herein, the Facility remains subject to all applicable general and special state and local laws, bylaws, building, fire and other codes, rules and regulations, and the Agreement set forth herein shall not relieve the OPERATOR of any obligations they might have thereunder. Nothing in this Agreement requires the TOWN to refrain from enforcement action against the OPERATOR and/or its MMTC for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

17. The OPERATOR agrees to the contingencies in this Agreement for each year this Agreement is in effect, provided, however, that if the OPERATOR fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, the OPERATOR shall reimburse the TOWN for its legal fees associated with the negotiation of this Agreement.

18. This Agreement is binding upon the PARTIES hereto, their successors, assigns and legal representatives. The OPERATOR shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the TOWN, and shall not assign any of the Funds/monies payable under the Agreement, except by and with the written consent of the TOWN. Neither the TOWN nor the OPERATOR shall assign or transfer any interest in the Agreement without the written consent of the other.

19. This Agreement shall take effect on the day above written, subject to the contingencies noted herein. This Agreement shall continue in effect for so long as the OPERATOR operates the MMTC in TOWN as contemplated herein, or five (5) years from the date of this Agreement, whichever is later. At the conclusion of the term, the PARTIES shall renegotiate a new Host Community Agreement in accordance with the Act. Further, this Agreement shall terminate at the time that any of the following occurs: the TOWN notifies OPERATOR of the TOWN's termination of this Agreement for CAUSE (to be defined); or OPERATOR ceases to operate a MMTC in the TOWN. CAUSE shall be defined as OPERATOR willfully or negligently violating any laws and/or regulations of the TOWN or Commonwealth with respect to the operation of a MMTC, and such violation remains uncured for ninety (90) days; or if OPERATOR fails to make payments to the TOWN as required under this Agreement, and such failure remains uncured for ninety (90) days.

20. Any and all notices, consents, demands, request, approvals or other communications required or permitted under this Agreement shall be in writing and delivered postage prepaid mail, return receipt requested; by hand; by registered or certified mail; or by other reputable

delivery services, to the PARTIES at the addresses set forth on the first page of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.

21. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable, then the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both of the PARTIES would be substantially or materially prejudiced. Further, the OPERATOR agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the OPERATOR in a court of competent jurisdiction, the OPERATOR shall pay for all reasonable fees and costs incurred by the TOWN in enforcing this Agreement.

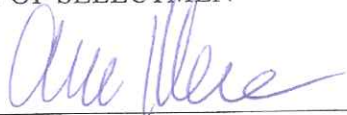
22. This Agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the PARTIES with respect to the matters described. This Agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not be modified or amended except by a written document executed by the PARTIES hereto. 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 signatories to the original Agreement, prior to the effective date of the amendment.

23. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either TOWN or the OPERATOR.

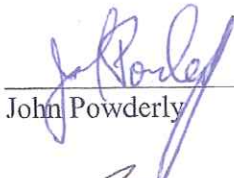
[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF LAKEVILLE
BOARD OF SELECTMEN



Aaron Burke, Chairman

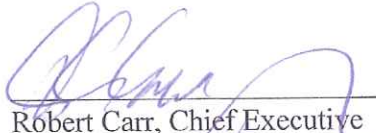


John Powderly

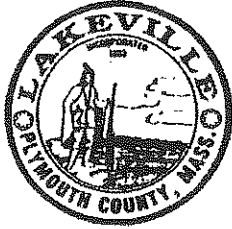


Miriam Hollenbeck

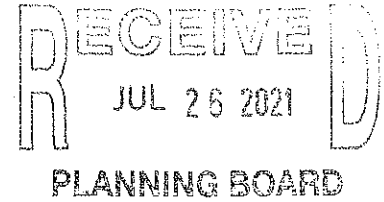
NATURE'S REMEDY OF
MASSACHUSETTS. INC.



Robert Carr, Chief Executive
Duly Authorized



Town of Lakeville
PLANNING BOARD
46 Bedford Street
Lakeville, MA 02347
508-946-880



FORM A

**APPLICATION FOR ENDORSEMENT OF PLAN
BELIEVED NOT TO REQUIRE APPROVAL (ANR)**

To the Planning Board:

The undersigned believing that the accompanying plan of this property in the Town of Lakeville does not constitute a subdivision within the meaning of the Subdivision Control Law, herewith submits said plan for determination and endorsement that Planning Board approval under this Subdivision Control Law is not required.

PLAN TITLE: Approval Not Required Plan - 38 Lakeside Avenue Date: July 23, 2021

1. Owner's Signature: *Edward A. Holewiak, Jr.* Date: 7/23/21

2. Owner's Name (Please Print): Edward A. Holewiak, Jr., Trustee of Lakeside Realty Trust

Owner's Address: 27 Lake Street, Somerset, Ma 02726

3. Name of Land Surveyor: Richard W. Reid, Jr. - Lighthouse Land Surveying LLC

Surveyor's Address: 27 Jefferson Street, Taunton, Ma 02780

Surveyor's Telephone: 508-824-6609

4. Deed of property recorded in _____ Plymouth _____ Registry,

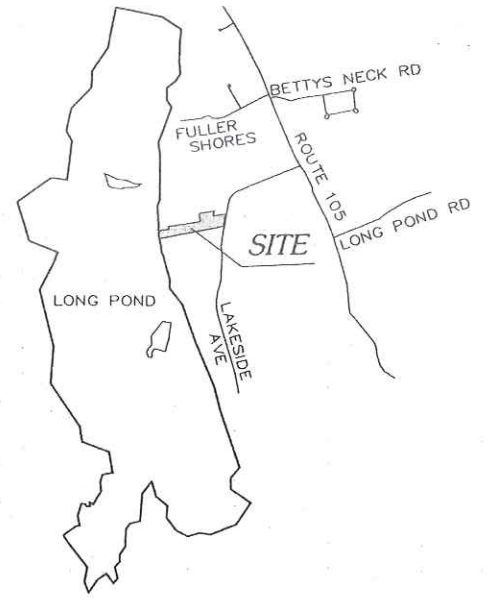
Book 53496 Page 322

5. Assessors' Map, Block and Lot (MBL) 54-001-006

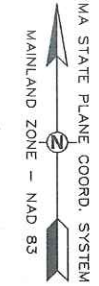
6. Location and Description of Property: 20.8 acres of land on Lakeside Avenue running from Lakeside Avenue westerly to Long Pond. The property is approximately .6 miles southwesterly from Bedford Street.

7. Plan Contact Name and Telephone Number:

Contact Name: Roy DeLano - Lighthouse Land Surveying LLC Telephone: 508-824-6609



LOCUS MAP
1" = 3000'



FOR REGISTRY OF DEEDS USE ONLY

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

LAKEVILLE PLANNING BOARD

DATE

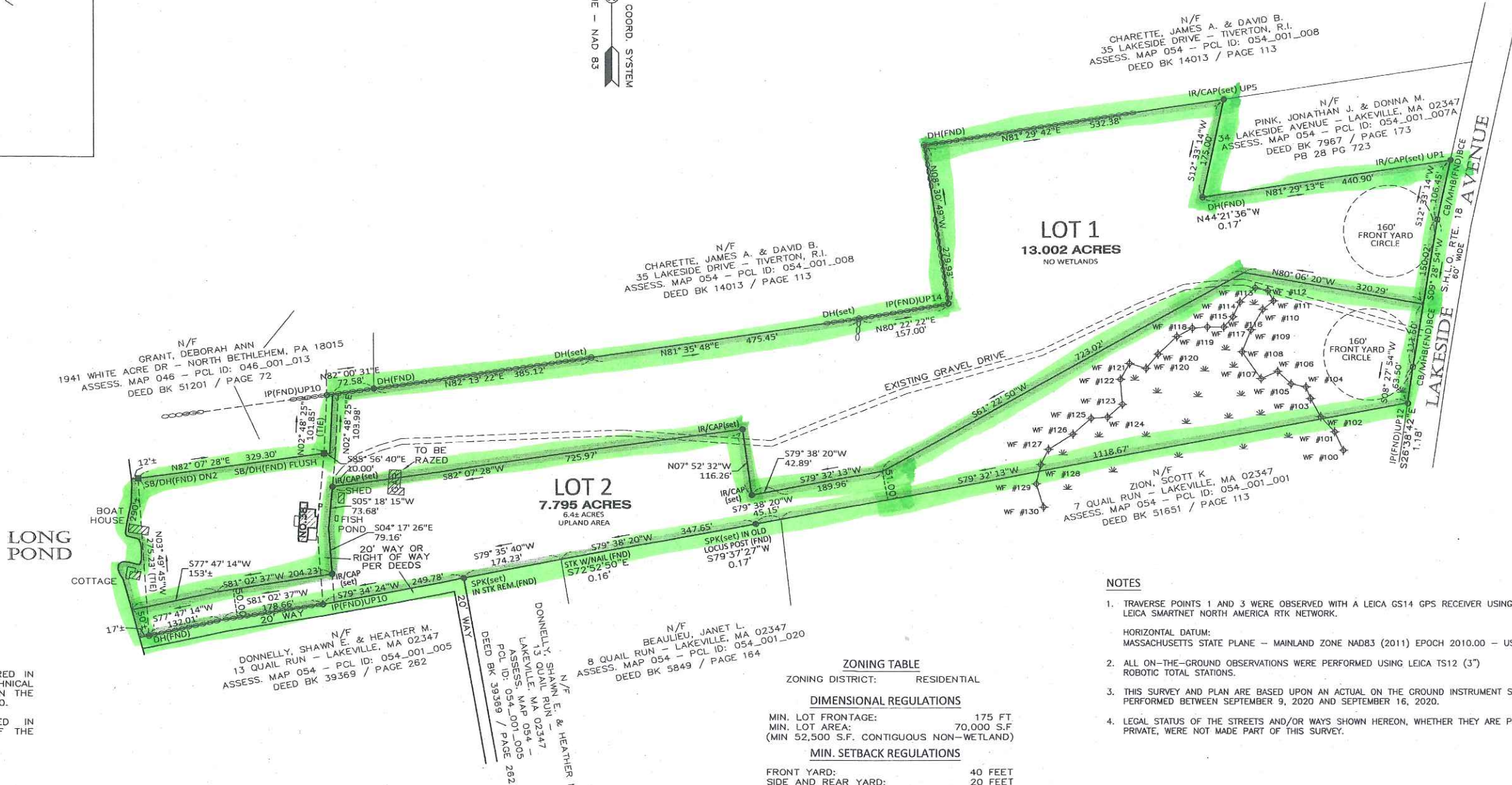
PLANNING BOARD ENDORSEMENT MAKES NO DETERMINATION AS TO COMPLIANCE WITH ZONING

I CERTIFY THAT THIS SURVEY AND PLAN WERE PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.



Richard W. Reid Jr.
PROFESSIONAL LAND SURVEYOR
DATE: JULY 23, 2021



NOTES

1. TRAVERSE POINTS 1 AND 3 WERE OBSERVED WITH A LEICA GS14 GPS RECEIVER USING THE LEICA SMARTNET NORTH AMERICA RTK NETWORK.
HORIZONTAL DATUM:
MASSACHUSETTS STATE PLANE - MAINLAND ZONE NAD83 (2011) EPOCH 2010.00 - US FEET
2. ALL ON-THE-GROUND OBSERVATIONS WERE PERFORMED USING LEICA TS12 (3") ROBOTIC TOTAL STATIONS.
3. THIS SURVEY AND PLAN ARE BASED UPON AN ACTUAL ON THE GROUND INSTRUMENT SURVEY PERFORMED BETWEEN SEPTEMBER 9, 2020 AND SEPTEMBER 16, 2020.
4. LEGAL STATUS OF THE STREETS AND/OR WAYS SHOWN HEREON, WHETHER THEY ARE PUBLIC OR PRIVATE, WERE NOT MADE PART OF THIS SURVEY.

ZONING TABLE

ZONING DISTRICT: RESIDENTIAL

DIMENSIONAL REGULATIONS

MIN. LOT FRONTAGE: 175 FT
MIN. LOT AREA: 70,000 S.F.
(MIN 52,500 S.F. CONTIGUOUS NON-WETLAND)

MIN. SETBACK REGULATIONS

FRONT YARD: 40 FEET
SIDE AND REAR YARD: 20 FEET

PLAN REFERENCES

- PLAN BK 1 PAGE 493
- PLAN BK 1 PAGE 781
- PLAN BK 19 PAGE 866
- PLAN BK 28 PAGE 723
- PLAN BK 35 PAGE 286
- PLAN BK 64 PAGE 760

DEED REFERENCE

EDWARD A. HOLEWIAK, JR., TRUSTEE OF
LAKEVILLE REALTY TRUST
DEED BK 53496 PAGE 322
ASSESS. ID. : 054_001_006

OWNER & APPLICANT:

EDWARD A. HOLEWIAK, JR., TRUSTEE OF
LAKEVILLE REALTY TRUST
27 LAKE STREET
SOMERSET, MA 02726

LEGEND

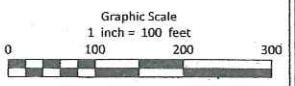
- IR/CAP(set) IRON ROD W/ CAP SET
- DH DRILL HOLE
- IP IRON PIPE
- SB STONE BOUND
- MHB MASSACHUSETTS HIGHWAY BOUND
- SPK SPIKE

REV	DATE	DESCRIPTION

DRWN BY: RD/CB
CHK'D BY: RWR
APRVD BY: RWR

COPYRIGHT ©
LIGHTHOUSE LAND SURVEYING, LLC
ALL RIGHTS RESERVED

NO PART OF THIS DOCUMENT MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING OR OTHERWISE WITHOUT THE PRIOR WRITTEN PERMISSION OF LIGHTHOUSE LAND SURVEYING, LLC. ANY MODIFICATIONS TO THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION BY LIGHTHOUSE LAND SURVEYING, LLC SHALL RENDER THEM INVALID AND UNUSABLE.



PREPARED BY:
Lighthouse Land Surveying, LLC
27 JEFFERSON STREET - TAUNTON, MASSACHUSETTS
Tel. 508 - 824 - 6609
website: www.lighthouselandsurveying.com

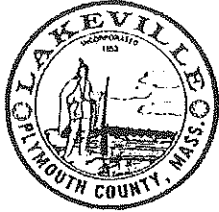
PROJECT:
38 LAKESIDE AVENUE
(PLYMOUTH COUNTY)
LAKEVILLE, MASSACHUSETTS

TITLE:
APPROVAL NOT REQUIRED PLAN
38 LAKESIDE AVENUE
PREPARED FOR:
CRAIG CABRAL
22 SOUTH HILLSIDE AVENUE
ASSONET, MA 02702

DATE:
JULY 23, 2021
SHEET NO:
1
OF 1

#4

Date Submitted: _____



Town of Lakeville
PLANNING BOARD
346 Bedford Street
Lakeville, MA 02347
508-946-8803

RECEIVED

JUL 30 2021

LAKEVILLE TOWN CLERK

FORM A

APPLICATION FOR ENDORSEMENT OF PLAN
BELIEVED NOT TO REQUIRE APPROVAL (ANR)

To the Planning Board:

The undersigned believing that the accompanying plan of this property in the Town of Lakeville does not constitute a subdivision within the meaning of the Subdivision Control Law, herewith submits said plan for determination and endorsement that Planning Board approval under this Subdivision Control Law is not required.

PLAN TITLE: Approval Not Required Plan of Land Date: July 6, 2021

1. Owner's Signature: Kris J. Fabroski For Harold B. Card Date: _____

2. Owner's Name (Please Print): Harold B. Card

Owner's Address: 8 Barstow St.

3. Name of Land Surveyor: E.T. Engineering Enterprises Inc.

Surveyor's Address: 481 Bedford St Bridgewater, MA 02329

Surveyor's Telephone: 508-697-5215

4. Deed of property recorded in Plymouth County Registry,

Book 13469 Page 325

5. Assessors' Map, Block and Lot (MBL) Map 18, Block 1, Lots 2, 2B, + 2C

6. Location and Description of Property: Undeveloped lands located off Barstow Street and Montgomery Street. No Wetlands.

7. Plan Contact Name and Telephone Number:

Contact Name: Andy Sargent Telephone: 508-697-5215

LEGEND

	CBDHF CONCRETE BOUND WITH DISK FOUND
	IPF IRON PIPE FOUND
	EDGE OF PAVEMENT
	CONTOUR

GENERAL NOTE(S):

THIS PLAN AND THE ACCOMPANYING CERTIFICATIONS DO NOT CONSTITUTE A CERTIFICATION OF THE TITLE TO THE PROPERTY DISPLAYED HEREON. THE NAMES SHOWN AS OWNERS OF THE LOCUS AND ABUTTING LANDS ARE TAKEN FROM THE CURRENT ASSESSORS TAX LIST AND/OR RECORD DEEDS.

LOTS 1 AND PARCEL 'A' REPRESENT A REDIVISION OF THE LANDS SHOWN AS LOTS 2B AND 2C ON LAKEVILLE ASSESSORS MAP SHEET 18. LOT 1 WILL BE A SINGLE FAMILY HOUSE LOT. PARCEL 'A' IS TO BE COMBINED WITH THE ADJACENT LAND SHOWN HEREON AS ASSESSORS MAP 18, BLOCK 1, LOT 2.

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS AND WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS.

AZU O. C. ETONIRU, P.L.S.
MA REGISTERED LAND SURVEYOR #49203

OWNER OF RECORD (MAP 18, BLOCK 1, LOTS 2B&2C)

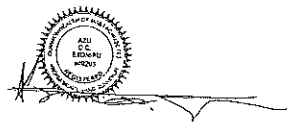
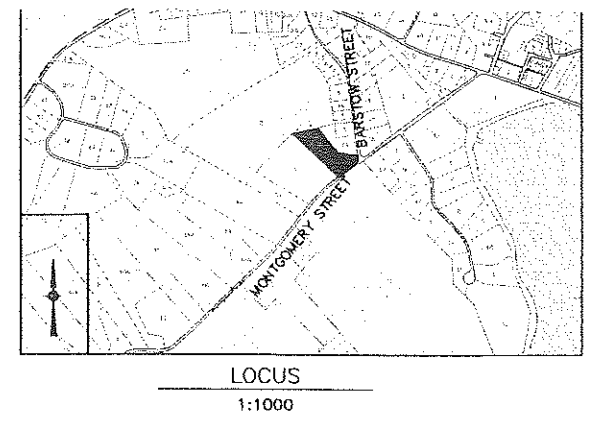
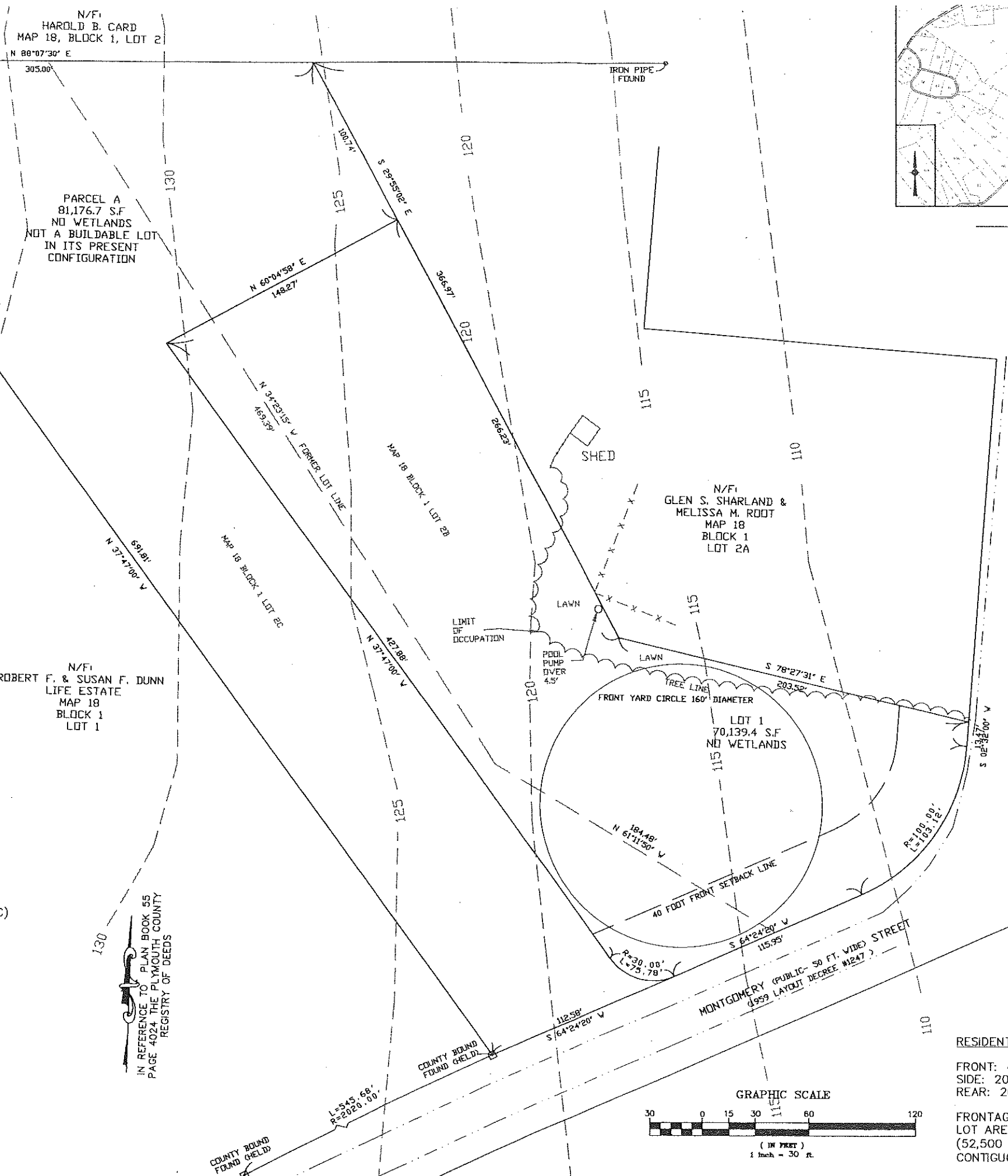
HAROLD B. CARD
8 BARSTOW STREET
LAKEVILLE, MA 02347

DEED REFERENCES
PLYMOUTH COUNTY REGISTRY OF DEEDS

BOOK NO.	PAGE NO.
13469	325

PLAN REFERENCES
PLYMOUTH COUNTY REGISTRY OF DEEDS

BOOK	PAGE
2789	418
17	459
24	207
55	4024



I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN COMPLIANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

AZU O. C. ETONIRU, P.L.S.
MA REGISTERED LAND SURVEYOR #49203

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED

DATE: _____

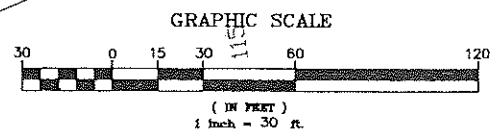
TOWN OF LAKEVILLE PLANNING BOARD

ENDORSEMENT OF THIS PLAN BY THE PLANNING BOARD SHALL NOT CONSTITUTE ITS OPINION AS TO CONFORMANCE OF THE LOTS SHOWN HEREON TO THE TOWN OF LAKEVILLE ZONING BYLAWS AND ORDINANCES, AND IT DOES NOT CONSTITUTE ITS ENDORSEMENT OF ANY SPECIFIC LOT DEVELOPMENT PLAN FOR WHICH SITE PLAN OR SPECIAL PERMIT AND/OR ORDER OF CONDITIONS MAY BE REQUIRED.

APPROVAL NOT REQUIRED
PLAN OF LAND
IN
LAKEVILLE, MA
PLYMOUTH COUNTY
0 MONTGOMERY STREET
(MAP 18, BLOCK 1, LOTS 2B & 2C)

PREPARED FOR
KRIS FABROSKI
P. O. BOX 290
BRIDGEWATER, MA 02333
PREPARED BY

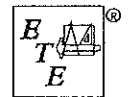
E.T. ENGINEERING & ENTERPRISES, INC.
PROFESSIONAL CIVIL AND ENVIRONMENTAL ENGINEERS
AND PROFESSIONAL LAND SURVEYORS
481 BEDFORD ST. (ROUTES 18 & 28)
BRIDGEWATER, MA 02324-3152
PHONE: 508-697-5215 FAX: 508-697-1451
DATE: JUNE 15, 2021 SCALE: AS NOTED
REV: JULY 6, 2021
PROJECT: 607-007
DRAWING: ARCH D
FILE: 607-007/DWG/ANR.DWG



RESIDENTIAL ZONE

FRONT: 40 FEET
SIDE: 20 FEET
REAR: 20 FEET

FRONTAGE REQUIRED: 175 FEET
LOT AREA 70,000 S.F.
(52,500 S.F. MIN.
CONTIGUOUS UPLAND)



#6



Town of Lakeville
Lakeville Town Office Building
346 Bedford Street
Lakeville, Massachusetts 02347

OFFICE OF
ZONING BOARD OF APPEALS
Secretary: Cathy Murray

TO: Building Department
Planning Board ✓
Conservation Commission
Board of Health

FROM: Board of Appeals

DATE: July 29, 2021

RE: Attached Petition for Hearing
Nature's Remedy – 310 Kenneth W. Welch Drive

Attached please find a copy of one (1) Petition for Hearing, which has been submitted to the Board of Appeals. The hearing for this petition will be held on August 19, 2021.

Please review and forward any concerns your Board may have regarding this petition to the Board of Appeals, if possible, no later than Monday, August 16, 2021.

Thank you.



EXHIBIT "A"

Town of Lakeville
Zoning Board of Appeals
346 Bedford Street
Lakeville, MA 02347
508-946-3473

Special Permit Application
Petition for hearing
Marijuana Uses only

Name of Petitioner: Nature's Remedy of Massachusetts, Inc. and Jushi MA, Inc.

Mailing Address: 69 Milk Street, Suite 110, Westborough, MA 01581

Name of Property Owner: CSS I, LLC

Location of Property: 310 Kenneth Welch Drive

Registry of Deeds: Book No. 51023 Page No. 16

Map 61 Block 2 Lot 3

Petitioner is: _____ owner tenant _____ licensee _____ prospective purchaser

Marijuana Use(s) applying for:

- Marijuana Retailer Craft Marijuana Cooperative Microbusiness
 Marijuana Research Facility Marijuana Product Manufacturer
 Independent Testing Laboratory Craft Marijuana Cooperative
 Marijuana Cultivator Marijuana Transporter
*(Must also complete Tiers of Marijuana Cultivator)
 Registered Marijuana Dispensary (RMD)

Tiers of Marijuana Cultivator

Each licensee (except a Craft Marijuana Cooperative) may have three licenses, but the total canopy authorized by the licenses added together may not exceed 100,000 square feet.

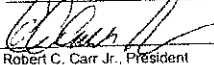
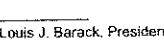
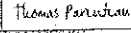
Please indicate all Tiers that are licensed (L) or are in process (✓) from the Cannabis Control Commission.

- Tier 1-up to 5,000 square feet Tier 5-30,001 to 40,000 sq. ft. Tier 9-70,001 to 80,000 sq. ft.
 Tier 2-5,001 to 10,000 sq. ft. Tier 6-40,001 to 50,000 sq. ft. Tier 10-80,001 to 90,000 sq. ft.
 Tier 3-10,001 to 20,000 sq. ft. Tier 7-50,001 to 60,000 sq. ft. Tier 11-90,001 to 100,000 sq. ft.
 Tier 4-20,001 to 30,000 sq. ft. Tier 8-60,001 to 70,000 sq. ft.

Please include a brief to the Board along with all documents required from the attached Special Permit Checklist with your application. Use additional paper if necessary.

The Planning Board granted a special permit to Nature's Remedy on February 28, 2019 for the use and operation of a 50,000 s.f. adult use marijuana cultivator and product manufacturing establishment. The Zoning Board of Appeals granted a special permit to Nature's Remedy on June 21, 2018 for use and operation of a registered marijuana dispensary within the same space. Nature's Remedy is merging with Jushi MA, Inc., and seeks approval for Jushi to be the holder of the special permits.

I HEREBY REQUEST A HEARING BEFORE THE ZONING BOARD OF APPEALS WITH REFERENCE TO THE ABOVE PETITION. ALL OF THE INFORMATION ON THIS PETITION, TO THE BEST OF MY KNOWLEDGE, IS COMPLETE AND ACCURATE AND CONFORMS TO THE REQUIREMENTS OF THE MARIJUANA USES SUBMITTAL CHECKLIST AND THE TOWN OF LAKEVILLE ZONING BY-LAW.

Petitioner: Nature's Remedy of Massachusetts, Inc. Jushi MA, Inc. Date: July 20, 2021
 Signed:   Telephone: 508-826-3464
 Robert C. Carr Jr., President Louis J. Barack, President Email: jsmith@bowditch.com
 Owner Signature:  Owner Telephone: 508-521-4477
 (If not petitioner) Thomas J. Parenteau, Manager

WILL YOU HAVE A REPRESENTATIVE OTHER THAN YOURSELF?

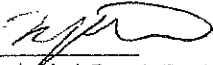
Yes No

Joshua Lee Smith, Esquire
(Name and Title)

Please include a brief to the Board along with all documents required from the attached Special Permit Checklist with your application. Use additional paper if necessary.

The Planning Board granted a special permit to Nature's Remedy on February 28, 2019 for the use and operation of a 50,000 s.f. adult use marijuana cultivator and product manufacturing establishment. The Zoning Board of Appeals granted a special permit to Nature's Remedy on June 21, 2018 for use and operation of a registered marijuana dispensary within the same space. Nature's Remedy is merging with Jushi MA, Inc., and seeks approval for Jushi to be the holder of the special permits.

I HEREBY REQUEST A HEARING BEFORE THE ZONING BOARD OF APPEALS WITH REFERENCE TO THE ABOVE PETITION. ALL OF THE INFORMATION ON THIS PETITION, TO THE BEST OF MY KNOWLEDGE, IS COMPLETE AND ACCURATE AND CONFORMS TO THE REQUIREMENTS OF THE MARIJUANA USES SUBMITTAL CHECKLIST AND THE TOWN OF LAKEVILLE ZONING BY-LAW.

Petitioner: Nature's Remedy of Massachusetts, Inc. Jushi MA, Inc. Date: July 20, 2021
Signed:  Telephone: 508-926-3464
Robert C. Carr Jr., President Louis J. Barack, President Email: jsmith@bowditch.com
Owner Signature: _____ Owner Telephone: 508-521-4477
(If not petitioner) Thomas J. Parentéau, Manager

WILL YOU HAVE A REPRESENTATIVE OTHER THAN YOURSELF?

Yes No Joshua Lee Smith, Esquire
(Name and Title)

July 20, 2021

BY FEDERAL EXPRESS – 7743 0432 6312
BY E-MAIL – cmurray@lakevillema.org

Lakeville Zoning Board of Appeals
Lakeville Town Hall
346 Bedford Street
Lakeville, MA 02347
Attn: Cathy Murray, ZBA Clerk

Re: *Nature's Remedy of Massachusetts, Inc. to Jushi MA, Inc. – Application for Modification and/or Granting of Special Permits with Respect to Previously Approved Registered Marijuana Dispensary and Adult Use Marijuana Cultivator and Product Manufacturing Establishment at 310 Kenneth Welch Drive, Lakeville, Massachusetts*

Dear Ms. Murray and Members of the Zoning Board of Appeals:

I. Background and Permitting History.

This firm represents Nature's Remedy of Massachusetts, Inc. ("Nature's Remedy") in connection with its application for a modification and/or granting of special permits that were previously approved by the Lakeville Zoning Board of Appeals (the "ZBA") for the construction and development of an approximately 50,000 square foot registered marijuana dispensary ("RMD") and by the Lakeville Planning Board for an adult use marijuana cultivator and product manufacturing establishment (collectively, the "Establishment") located within a portion of an industrial building at 310 Kenneth Welch Drive, Lakeville, Massachusetts (the "Property"). The ZBA granted a special permit to Nature's Remedy on February 28, 2019 for the use and operation of the RMD on June 21, 2018 (the "RMD Special Permit"). The Planning Board granted a special permit to Nature's Remedy on February 28, 2019 (the "Adult Use Special Permit") for the use and operation of the Establishment for the adult use marijuana cultivator and product manufacturing use, and also approved the definitive site plan.

II. Merger with Jushi MA, Inc. and Change in Holder of Special Permits; Company Profile.

Nature's Remedy and Jushi MA, Inc. ("Jushi MA") recently entered into an agreement under which Nature's Remedy will merge with and into Jushi MA, with Jushi MA as the entity surviving the merger. Consequently, Jushi MA will hold all the licenses and permits currently held by Nature's Remedy upon completion of the merger. Nature's Remedy and Jushi MA submitted a Change of Ownership and Control Application to the Massachusetts Cannabis Control

Commission on May 6, 2021. As a result, Nature's Remedy is also concurrently seeking approval by the ZBA to modify the Adult Use Special Permit and modify or grant a new special permit for the RMD use to reflect the change of ownership and control from Nature's Remedy to Jushi MA.¹

Jushi MA is a subsidiary of Jushi Holdings Inc. ("Jushi"), which is a well-established, publicly-traded cannabis company with medical and adult use retail, cultivation and manufacturing operations across the U.S., including in California, Illinois, Virginia, Nevada and Pennsylvania. Across all of its locations, Jushi generated approximately \$42 million in revenues in the first quarter of 2021 and estimates full year 2021 revenues to be between \$205-\$255 million. Jushi has a diverse workforce and has been recognized as one of the "Best Cannabis Companies to Work For" by *Cannabis Dispensary Magazine* in 2020 and 2021. Jushi's senior leadership, comprised of highly experienced individuals from many industries prior to joining Jushi, including, but not limited to, the cannabis sector, has made a concerted effort from inception to ensure that its facilities offer an exciting and enjoyable place to work, while also instilling a culture of compliance.

Additionally, Jushi actively engages in charitable endeavors in the states in which it operates. For example, Jushi has recently sponsored numerous projects organized by "The Laundry Project", which provides direct assistance to lower-income families by providing free laundry services at their local laundromat. These projects are led by a 501(c)(3) organization (www.laundryproject.com) and Jushi's employees provide volunteer services at the events. Initially focusing these events within Pennsylvania, Jushi will be soon sponsoring projects in its other markets it operates. Specifically, following approvals and the closing of the contemplated transaction with Nature's Remedy, it expects to sponsor similar events within the Town. Jushi MA looks forward to bringing similar charitable efforts to Massachusetts in its plan to make a positive impact in the community. Please see the enclosed company profile for Jushi.

III. Modifications to Floor Plan Layout; Update to Parking Space Designations.

Nature's Remedy is proposing to add an approximately 10,000 square feet of accessory office, locker room and break room area to the Establishment and renovate certain other areas of the Establishment, as shown on the updated floor plans enclosed herewith (i.e., conversion of the previously designated future dispensary area to packaging and partitioning of a flower room to create a mother room on first floor). The Building Commissioner has confirmed that the addition of the accessory office, locker room and break room area constitutes a minor modification of the previously approved definitive site plan, and, therefore, requires approval by the Planning Board. Nature's Remedy and Jushi have submitted an application to the Planning Board for review and approval of same.

¹ Subsequent to the approval of the definitive site plan and granting of the special permits, the Lakeville Zoning Bylaw was amended by designating the ZBA as the special permit granting authority for RMD-use establishments.

25 additional parking spaces that were previously designated for use by other occupants of the building are now designated for Nature's Remedy's use, resulting in a total of 70 parking spaces for Nature's Remedy, which complies with minimum parking space requirements. There are no proposed changes with respect to the existing footprint of the building, parking or driveway layout, loading, stormwater management or other site features. Moreover, there are no proposed changes with respect to the security plan, operation and management plan or emergency plan as previously submitted to the ZBA. See copy of 2019 Adult Use Special Permit narrative attached hereto which includes operational plans.

IV. Submission of Special Permit Materials.

Based on the foregoing, we hereby submit the following items for filing with the ZBA (10 copies, unless otherwise stated):

1. Special Permit Application Petition for Hearing Marijuana Uses Only;
2. Updated site and floor plans (11" x 17", with full-size copies to follow);
3. Original site plan (11" x 17");
4. Company Profile for Jushi;
5. Copies of Adult Use Special Permit and RMD Special Permit decisions;
6. Copy of 2019 Adult Use Special Permit narrative with operational plans;
7. Copy of CCC licenses;
8. Copies of HCAs;
9. Abutters List (provided directly by ZBA Clerk); and
10. Check in the amount of \$240.00 payable to Town of Lakeville for filing fee and \$120.76 payable to Southcoast Media Group for legal advertising fee.

Kindly file this Application with the Town Clerk, and schedule this Application to be heard at the ZBA's next available meeting, which is scheduled to occur on August 19, 2021.

Thank you for your assistance with this matter.

Yours truly,



Joshua Lee Smith

JLS:
Enclosures

cc: Project Team (w/enclosure)



**Planning Board
Lakeville, Massachusetts
Minutes of Meeting
June 10, 2021
Remote meeting**

On June 10, 2021, the Planning Board held a remote meeting. It was called to order by Chairman Knox at 7:00 p.m. LakeCam was recording, and it was streaming on Facebook Live.

Members present:

Mark Knox, Chair; Peter Conroy, Michele MacEachern, Jack Lynch

Others present:

Jamie Bissonnette, Zenith Consulting Engineers; Leo Bisio, and Jared Bisio, applicants; Keiko Orrall, Norm Orrall, abutters; Matt Grosschedl, Outback Engineering

Agenda item #1

Mr. Knox read this item into the record. It was an explanation of the Governor's Order Suspending Certain Provisions of the Open Meeting Law related to the 2020 novel Coronavirus outbreak emergency which was why the Board was meeting remotely.

Public hearing, continued – Presented by Zenith Consulting Engineers-upon the application for Approval of a Definitive Plan submitted by Bisio and Son Construction, Inc. for a four (4) lot subdivision located at Rachel's Way including 3 Rachel's Way, M014-B004-L006-2 and 4 Rachel's Way, M014-B004-L005-03

Mr. Knox opened the continued public hearing at 7:02. Mr. Jamie Bissonnette was presenting for the applicant. He advised they had been in front of the Board two weeks ago. He then shared his screen and updated the Board. Rachel's Way is an existing way that they are looking to extend. It would be a new area of about an additional 14,000 square feet of right of way. In doing this, they are looking to improve the right of way with a 14-foot-wide pavement and a 6-foot-wide gravel strip, with a cul-de-sac around for fire and safety vehicles. This will provide frontage for four total houses on this roadway.

Mr. Bissonnette advised as part of their plan, they will convey stormwater via grass swales that go on the side of the proposed improvements within the right of way and down into a drainage basin. The drainage basin is going to do some infiltration and will also have an outlet pipe that will meter flow, so that they are not increasing runoff in the post development condition. This is called a cross-country style drainage. They are also utilizing the existing natural grade. It is a basin where they are building up the back to be able to retain the water that they need and treat it efficiently.

Mr. Bissonnette stated the profile is very gentle. They start off at a 1% at the roadway, go down to a 2 ¼ %, with their steepest slope a little less than 4 ½ %. They are at a 3 ½ % at the cul-de-sac. They try to get the cul-de-sac to have a little more pitch because the water, instead of just running straight down, is running around and into the swale itself. That gives them a little bit more pitch to help address that water to get into the drainage basin as need be. At the last meeting, he was instructed to speak with Mr. Bouchard as he had written a comment that said Conservation would need a filing. He spoke with Mr. Bouchard this week, and he thought their application for the work would be including the houses. He explained to him that right now they were looking for the subdivision approval with the drainage. Once the house type is decided and set up, there will be a Notice of Intent filed for any work within the hundred-foot buffer. Mr. Bouchard had been fine with that answer as long as he knows the Notice of Intent or several of them will be coming, he doesn't have an issue with this project.

Mr. Bissonnette said they had talked about a homeowners association and mechanisms to ensure that this would remain private and the stormwater would be maintained. It had also been mentioned that there should be a note in there regarding plowing. Earlier today, he had received from Atty. O'Shaughnessy a copy of some documents that had been forwarded to the Board. Mr. Bissonnette then pulled up the document with the key areas highlighted. It seems to address the major concerns that have been presented by the Board for this project and previous ones that he was aware of. He asked if there were any questions.

Mr. Knox asked on the infiltration basin, as well as the roadway swale at the wetland between lots three and four, what is the distance from the roadway. Mr. Bissonnette estimated eighty feet from the wetland. The infiltration basin is out of it. Mr. Knox said that if Chairman Bouchard was okay with NOI's for the houses, that was fine. Mr. Bissonnette noted that he also wanted an NOI for the roadway.

Mr. Knox said that he did have some concerns about the swale. It is going to be flowing past the closest point to the wetlands, and it's also for recharge. Mr. Bissonnette said the swale isn't for recharge, but the basin itself will offer the recharge. They are not putting in crushed stone or anything in the bottom to maximize infiltration. They are only utilizing the basin for its infiltration purposes. It can help with recharge and reducing suspended solids but for their drainage design they are not accounting for any of it, even though it will happen. Mr. Knox asked if the swale was within the layout of the road or is it on the private property of those two or three house lots. Mr. Bissonnette replied the base of the swale and the low point of the swale is the flatter portion towards the back, so the swale falls in the right of way. The piece that comes over is going to be the crown or high point of the swale. Then they are catching into the existing grade that is there. Mr. Knox said the back side of it goes just beyond, which would be the back of the berm of the second side of the swale. Mr. Bissonnette said that was correct.

Mr. Bissonnette then displayed the cross section of the swale. Mr. Knox said with the grading that was just shown he gets the sense that where the drawing ends on the right side, it drops back down. Mr. Bissonnette said it would. They could always improve that detail to show the slope going down beyond there. In some cases when they are doing these, they go up as well. It depends on the points in the road. Mr. Knox said during construction and until grass is established in that backside of the swale, he has concerns of it being washed out. As far as the construction, long

term maintenance, and the culverts, he has concerns with the maintenance of those. He saw the Declaration of Trust for Rachel's Way, but he would like the swale and culverts, specifically, to be mentioned in that so it is very clear that a swale is intended and it is part of the construction. He didn't want to overstep, but if there is ever an issue in a flood type of situation and the swale between lots two and three did wash out, should they have an easement put on the back side of that swale, in case somebody needs to maintain onto those lots without issue.

Mr. Bissonnette did not think that was a bad idea. Did he mean for grading purposes? Mr. Knox said yes technically the back side of the swale is on their property, and that is what is going to hold the water in. Mr. Bissonnette said it looks like they could get away with a ten-foot easement and then indicated on the plan where they could locate it. He felt it would be more than sufficient to get the grading encompassed in it. Mr. Knox said in recent months when they've looked at roadways that are not going to be accepted by the Town they haven't held a surety, or they might have held one building permit. What would be the release of surety if it is not going to be Town Meeting.

Mr. Bissonnette said what they have proposed as part of this plan set is that no building permits for Lots 2, 3, and 4, be issued until the 20-foot-wide gravel roadway is constructed and the drainage is installed, that being the swale and the basin. Also, prior to the Certificate of Occupancy for the final buildable lot, the proposed 20-foot-wide gravel roadway must be paved 14 feet while retaining a six-foot-wide gravel shoulder on one side of the roadway. Mr. Knox asked if it could be added that the swale have grass growing in it. Mr. Bisio was fine with that. Mr. Bissonnette asked if that was to be before the building permits were issued or before occupancy? Mr. Knox was fine with either option, but thought that occupancy made more sense as most of the construction will be done at that point and the lawn seeded. Mr. Bissonnette said the Bisios would probably construct the swale and loam and seed towards the beginning for long-term stabilization. Mr. Bisio said that was right.

Mr. Conroy asked if there was any harm in going to three feet or greater, instead of the two feet, on the ditch which could grow in. Mr. Bissonnette replied their experience has been that with maintenance and proper construction the two foot would probably be okay. He asked Mr. Bisio if he would be okay with him modifying it to three feet wide just at the bottom swale. Mr. Bisio clarified it would be three feet wide at the bottom and then how wide at the top. Mr. Bissonnette said that it would only make it wider by one additional foot because they were still going to keep the slopes on the side the same.

Mr. Bisio asked how far down he thought it was necessary to do this. Was it the last 150 feet? Mr. Bissonnette said he thought it was being said that the bottom of the swale itself is going to start to fill in over time with sediment and debris, but you don't necessarily need three feet all the way up. Mr. Jaryd Bisio said the volume is more toward the bottom. Mr. Bissonnette said maybe they look at going to the three feet swale when they get closer to the wetland area. They did have to go from one culvert size over to two culverts because of the increase in flow. Maybe they look at increasing the size of the culvert in the 127 to 128 contour range. He then indicated where they could take it from a two foot to a three foot so that issue did not arise. Mr. Conroy thought that was a good solution. Mr. Knox added regarding the overall contour design, he would rather see gradual that is maintainable and mowable, rather than steep and challenging to maintain.

Ms. MacEachern said at the last meeting they had talked about the Fire Chief's concerns. Had those been satisfied? Mr. Bissonnette replied he looked at the Chief's letter and had gone through the Fire Code. The Chief had referenced a 5% slope being the maximum. His interpretation from the National Fire Protection Association (NFPA) is actually a 10% slope for a fire travel lane is the maximum. Mr. Bissonnette noted that it was a very gentle slope.

Mr. Knox then noted that this is a subdivision that is not going to be accepted by the Town, but they have a drainage system that requires a follow-up with this final inspection. They haven't called for a peer review on it so how are they going to close it out. He thought they should require Mr. Bissonnette to provide a stamped as-built at the end of construction that shows the drainage swale was built. When it is time to release the surety of the final occupancy on the final house lot, that document then should be provided. Mr. Bissonnette and Mr. Bisio agreed that would be done.

Mr. Knox suggested a verbal approval tonight and then a return for signatures once the plan has gone through the Conservation Commission. Mr. Bissonnette asked if the plan would still be sent to the Town Clerk for the 20-day appeal period. If you vote to approve, the Notice of Decision would have to go out. Mr. Bissonnette explained to the Bisios if they asked for an approval tonight and it was granted, the Certificate of Decision goes to the Town Clerk and they go through the 20-day appeal period. If Conservation asks them to change anything, then they would have to return to the Planning Board for a determination whether it's a significant or minor modification and then proceed accordingly. If they file with Conservation in the meantime knowing the Planning Board will approve it once Conservation is done with their Notice for the roadway, that takes the risk out of it once they get the approval. Mr. Bissonnette said the concern is if Conservation makes even a minor change, then their plan wouldn't match the Planning Board's plan. Mr. Leo Bisio said they would go to ConComm and then come back. Mr. Bissonnette estimated it would take 30 to 45 days to get through Conservation. He suggested they ask for a continuance until next month's meeting.

Mr. Knox asked if they wanted a continuance rather than a conditional approval. Mr. Bissonnette said that he would like a conditional approval if they could do that. They can go through ConCom and come back with a plan for the Board to sign. Mr. Knox then made a motion to conditionally approve the Definitive Plan for Rachel's Way subject to:

- ConComm approval,
- The swale and culverts will be written into the Declaration of Trust
- The release of surety held until completion of all drainage and swale culverts with grass established in the swale.
- The final inspection and a stamped as built be provided by a licensed civil engineer as well as all conditions written on the plan.

Mr. Conroy seconded the motion.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Site Plan Review – 210 Kenneth W. Welch Drive – Update and clarification on approval

Mr. Knox advised in their packets was correspondence regarding a concern about Conservation having jurisdiction at this site. They have a letter that clarifies that it was a different address and not 210. There are no wetlands near 210 Kenneth W. Welch Drive. He also asked for clarification on correspondence from the Fire Chief regarding the fire lane. Ms. Murray had asked if the plan needed to be redrawn as she had been unable to attend that meeting. After checking with the Fire Chief, it appears that it doesn't as long as that area stays clear. He didn't feel the plan needed to be redrawn, just to clarify that, and it could be signed. Mr. Knox moved on to the next agenda item as the Board waited for Outback Engineering to join the call.

Site Plan Review, continued – 124, 126, 128, & 130 Crooked Lane – Presented by Zenith Consulting Engineers

Mr. Knox advised they had received a letter on Wednesday, June 9, 2021, from Zenith requesting a continuance to the next scheduled Planning Board meeting on June 24th. Mr. Knox then made the motion, seconded by Mr. Conroy, to continue the Site Plan Review for 124, 126, 128, and 130 Crooked Lane until June 24, 2021, at 7:00 p.m.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Site Plan Review – 210 Kenneth W. Welch Drive – Update and clarification on approval

Mr. Grosschedl from Outback Engineering was now present. He advised at the last meeting the Board had voted to approve the plan with two conditions. Those conditions were to clarify with the Conservation Commission regarding wetlands at the site, and to also clarify with the Fire Chief on having a 20-foot path clear on the outside of the building for fire access. The applicant agreed that he did not want anything stored around the building so that it would be accessible for Fire to move their equipment.

Ledgewood Estates – Release of Municipal Interest in Subdivision Security – Update

Mr. Knox said they had been advised by Town Counsel that they could sign this paperwork and hold it. Mr. Knox then read the document into the record. Ms. MacEachern asked if there should be any mention of approval at the next Town Meeting on this letter if they were going to sign it with today's date. What would stop this from going ahead? Mr. Knox said the Board would be holding on to it.

Mr. Knox then made a motion that the Lakeville Planning Board vote to release the security and sign this Certificate of Completion and Release of Municipal Interest in Subdivision Security for Ledgewood Estates and hold this document until it is on the Town Meeting agenda to accept the road. It was seconded by Ms. MacEachern.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Review the following Zoning Board of Appeals petitions:

a. Barlo Signs – 56 Main Street

Mr. Lynch thought the lettering on the entrance sign was too small. The Domino's logo is bigger than the word enter, and he thought it should be the reverse. Mr. Knox said they should have addressed that at Site Plan Review. They are now looking at the number and size of the signs. Ms. MacEachern said she felt they should recommend to abide by the bylaw. Mr. Knox agreed.

Ms. MacEachern then made a motion to send a recommendation to the Zoning Board of Appeals to not grant relief for the sign proposal, for Barlo Signs, 56 Main Street. It was seconded by Mr. Conroy.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

b. Klein-DaSilva – 45 Shore Avenue

Mr. Knox said he had also seen this petition in Conservation. It is to replace a screen porch with exactly the same size porch.

Mr. Knox made a motion, seconded by Mr. Conroy, to make no comment on the Zoning Board of Appeals petition for Klein-DaSilva, 45 Shore Avenue.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Fee Schedule – Update

Ms. MacEachern said that she thought Ms. Mancovsky had some comments from the Building Commissioner. Mr. Knox recommended continuing this agenda item until Ms. Mancovsky was present. He then made a motion to continue the fee schedule update until July 8, 2021, at 7:00 p.m. It was seconded by Mr. Lynch.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Approve Meeting Minutes

Mr. Knox made a motion, seconded by Mr. Lynch, to approve the minutes from the April 8, 2021, meeting.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Mr. Conroy made a motion, seconded by Mr. Lynch, to approve the minutes from the May 27, 2021, meeting.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Abstain

Reorganization of the Board

Mr. Knox advised there has been reorganization discussion of the Vice-Chair position only. He then made a motion, seconded by Mr. Lynch, to have Mr. Conroy take over the position of Vice-Chair for the Planning Board. Mr. Knox noted for the record that they were not voting Ms. Mancovsky out because she was not present. She had actually offered this up.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Old Business

There was no old business.

New Business – Set Meeting Dates for the Plan Approval Authority (PAA)

Mr. Knox made a motion to set meeting dates of July 8, 2021, and October 14, 2021. The deadline for submissions will be ten days prior to the meeting dates.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

New Business – Set Dates for D.O.D. discussion

Mr. Knox said he would first like to find out about Fall Town Meeting before they begin to discuss this item. Members were agreeable to that.

Next meeting

Mr. Knox advised the next meeting is scheduled for June 24, 2021, at 7:00 p.m.

Adjourn

Mr. Conroy made a motion, seconded by Mr. Knox, to adjourn the meeting.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Meeting adjourned at 8:07.

**Planning Board
Lakeville, Massachusetts
Minutes of Meeting
June 24, 2021
Remote meeting**

On June 24, 2021, the Planning Board held a remote meeting. It was called to order by Chairman Knox at 7:00 p.m. LakeCam was recording, and it was streaming on Facebook Live.

Members present:

Mark Knox, Chair; Peter Conroy, Vice-Chair; Michele MacEachern

Others present:

David Maddigan, Maddigan Land Surveying, LLC; David Morrissey, Keiko Orrall

Agenda item #1

Mr. Knox read this item into the record. It was an explanation of how the provisions of Chapter 20 of the Acts of 2021 allowed the Board to continue to meet remotely.

Site Plan Review, continued – 124, 126, 128, & 130 Crooked Lane – Presented by Zenith Consulting Engineers

Mr. Knox advised the applicant has requested a continuance to the next Planning Board meeting.

Mr. Conroy made a motion, seconded by Ms. MacEachern, to continue the Site Plan Review for 124, 126, 128, and 130 Crooked Lane until July 8, 2021 at 7:00 p.m.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Knox-Aye

ANR Plan-2 & 4 Stephanie Lane– Presented by David Maddigan

Mr. David Maddigan from Maddigan Land Surveying was present. He advised the plan in front of them was for two existing lots on Stephanie Lane. They were making a land exchange only. The purpose of the plan is to convey Parcel A from Lot 2, Bachant, to Lot 1, Kagan, and to convey Parcel B from Lot 1, Kagan, to Lot 2, Bachant. He advised both lots will meet the minimum required frontage. They also meet the distance setback and have enough area.

Mr. Knox noted that the area of the narrow strip had also been deducted. Mr. Maddigan replied if there is a strip of land less than 50 feet, you cannot count that toward the minimum required area, but even with that deduction there is more than the required 70,000 square feet of area.

Mr. Knox made a motion, seconded by Mr. Conroy, to endorse the ANR Plan for 2 & 4 Stephanie Lane as presented.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Knox-Aye

Julia's Way – Release of Covenant – Update

Mr. Knox advised there was a request from the applicant to continue this item until July 22, 2021, at 7:00 p.m.

Mr. Knox made a motion, seconded by Mr. Conroy, to continue this item until July 22, 2021, at 7:00 p.m.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Knox-Aye

Discuss future meetings venue

Mr. Knox advised that the Governor's order has expired but there is new legislation that does allow some meetings to be remote. He thought there might be some challenges for some meetings if there is high attendance to be able to maintain social distancing. If the Board wanted to meet in person for some meetings, he would be open to that. However, if it was a meeting that required Town Counsel, a remote meeting might be preferable as Counsel lives quite a distance from Town. He knew the Town was also working on being able to have hybrid meetings. Members were fine with either option. Mr. Knox suggested they continue to meet remotely until September and then reconsider.

Approve Meeting Minutes

Mr. Conroy made a motion, seconded by Mr. Knox, to approve the Minutes from the April 1, 2021, meeting.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Knox -Aye

Mr. Conroy made a motion, seconded by Mr. Knox, to approve the Minutes from the April 22, 2021, meeting.

Roll Call Vote: Mr. Conroy-Aye, Mr. Knox -Aye, Ms. MacEachern-Abstain

Old Business – Update with David Morrissey regarding drainage on 39 Cross Street.

Mr. Knox asked Mr. Morrissey to give them an update. He replied it was hard to say. The water table has dropped quite a bit and they haven't had a lot of rain. The drainage seems to be working

right now. If it becomes an issue when the snow starts to melt, they can re-address it at that time. He noted he has seen several cars that are not laborers or tradesmen. They pull up, take the gate down, circle around back, and then come back out. Some put the fence back, but some do not. He just wanted to make sure there is a process in place when this happens. Does he want the police called? Mr. Knox then read from a memo from Mr. Poillucci. He indicated that he drives by there every day and sees no evidence of anyone illegally going onto the property. There are engineers, electricians, laborers, etc. that are going in and out on their own schedule and do so with his permission. He has no reason to believe anything illegal is going on. If an abutter sees any illegal activity on the property, he would guess that they should call the police.

New Business

There was no new business.

Next meeting

Mr. Knox advised the next meeting is scheduled for July 8, 2021, at 7:00 p.m.

Adjourn

Mr. Knox made a motion, seconded by Mr. Conroy, to adjourn the meeting.

Roll Call Vote: Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Knox-Aye

Meeting adjourned at 7:21.

**Planning Board
Lakeville, Massachusetts
Minutes of Meeting
July 22, 2021
Remote meeting**

On July 22, 2021, the Planning Board held a remote meeting. It was called to order by Chairman Knox at 7:00 p.m. LakeCam was recording, and it was streaming on Facebook Live.

Members present:

Mark Knox, Chair; Peter Conroy, Vice-Chair; Barbara Mancovsky, Michele MacEachern, Jack Lynch

Others present:

Jamie Bissonnette, Zenith Consulting Engineers, LLC; Jefferson Crafford, contractor; Craig Crossley, Jaryd Crossley, Matthew Staren, owners; Norman Orrall, abutter

Agenda item #1

Mr. Knox read this item into the record. It was an explanation of how the provisions of Chapter 20 of the Acts of 2021 allowed the Board to continue to meet remotely.

Site Plan Review, continued – 124, 126, 128, & 130 Crooked Lane – Presented by Zenith Consulting Engineers

Mr. Bissonnette was present. He advised they were here tonight to give the Board an update and also to hopefully get approval on the Site Plan Review Process so they can move forward with getting the site into construction and getting things cleaned up. The first item that had been brought up was National Heritage and the endangered species habitat. The applicants have reached out to biologists and turtle fence has been installed. Two different biologist parties are doing the turtle sweeps. One is doing it for Lot 4, and another company is doing Lots 1, 2, and 3. He has been in touch with both companies and believes one of the biologists was on site today doing the sweeps for Lots 1, 2, and 3.

Mr. Bissonnette said another question that had come up was working with the DPW regarding the asphalt in front of the site. He talked with Mr. Moniz and his clients and would like to have some dialogue with the Board tonight concerning this. The covenant was also brought up and to make sure there is an agreement in place so the work gets done appropriately and in a timely manner. The covenant was prepared by Atty. O'Shaughnessy and sent over to the Board earlier today. It stipulates some time frames that the owners of the lots think are very realistic. There is also a mechanism in the covenant where a bond will be held for the loam and seed to be done in the spring if need be, and the monies will be set with the Planning Board to ensure that happens.

Mr. Bissonnette continued that an Operation and Maintenance Plan for the drainage has been submitted to the Board for review, as well as an easement document that was drafted that allows for maintenance of the basin. The Town will be able to access it in an emergency situation and back charge the owner of Lot 2. Mr. Bissonnette then shared his screen. He noted that they had made a small modification to the plan. He advised that Mr. Crossley, the owner of Lot 1, wanted to protect the front and keep as many trees as possible. They went out and located the trees that he had selected and flagged off, and they are showing them individually. They were able to bring some of the grading back to minimize those disturbed trees in that area, but there will be some that will have to be taken down. They will be able to keep quite a few with this grading change which will help keep some screenage for Mr. Crossley's house. That was the only change that had been made. He asked if there were any questions.

Mr. Knox said that one thing that had been brought up as a concern was the distance of flow of water coming from the adjacent property towards the retention basin. Would there be concerns for those owners with flooding or any other issues. Mr. Bissonnette replied there would not be. He advised when you design drainage the sandier the soil, the less water that is going to end up in the infiltration basin. The way this is swaled with the slopes they have going down, they don't expect any type of flooding at all. He then displayed on the plan how the water would flow. He had no concerns about localized flooding.

Mr. Knox said his only other concern regarding the grading and the finished product being there is if the builder will be responsible for building the homes, but is not responsible for the grading and the site work, who would be doing that? Mr. Bissonnette responded irrespective if it is the builder or the general contractor, the Town goes after the property owner if there is a violation for a Site Plan. He is not sure who is doing the earth work, but they would have to pull the appropriate permits with the Building Department and Board of Health. Mr. Knox said another issue had been dust control, which he would want to include as a condition. He asked Mr. Orrall if he would like to add anything.

Mr. Orrall replied if the builder was not responsible for the grading and/or dust and there are individual owners, who would control that? He noted that if the plans are not followed it would result in dust or stormwater coming onto their abutting property. Mr. Knox said that was a fair point and if they were going to give them conditional approval, then the conditions would cover all parties. He has drafted that the dust control measures are to be implemented by all parties involved to mitigate dust from exiting the properties until the grass is growing. If there is an issue then the Zoning Enforcement Official would be called, and he would have to go and talk to the person that is hired to do the site work or the owner that is present. Mr. Orrall said it would be helpful going into this to know who is doing this.

Mr. Crossley replied that he has got in contact with Dig It Construction from Yarmouth. They have done many projects both large and small and are very professional. He was looking to contract with them to do most of the site work but has not yet finalized anything with them. Mr. Knox said that he was not comfortable naming them in a condition, but he was open to better language than all parties involved. Mr. Orrall said that Zenith is reviewing the operations and/or grading. Is the case that there will be some sort of engineer on site occasionally to monitor these conditions? He was also concerned about the final grading. Mr. Bissonnette responded that was in the covenant as far as the occupancy of Lot 2, and also there would be bond money put aside

for the loam and seed if it is not completed by sometime in December. He believed they would be the firm and the covenant states a registered professional engineer. The attorney had left it open. Mr. Knox then read the contents of the covenant into the record. He noted the Town will hold a bond and/or the occupancy permit for Lot 2 as a surety to make sure that there is a professional engineer stamp saying that what was said to be done for drainage is done. Mr. Knox felt it was a thorough covenant that they are offering up for a Site Plan Review. They have also included a drainage easement and a maintenance agreement which they would request be filed with the Registry of Deeds as part of the conditional approval.

Ms. MacEachern said that she had previously written down \$25,000 for the bond. This covenant says \$5,000. Does that adequately cover the work that may be needed if it is not completed? Mr. Bissonnette said what they did was went through it with the attorney and planned what made more sense on how to set this up. They got some quotes for the loaming and seeding work to be done and they were coming in at about \$9,000. As far as the first part of the covenant, the way that he reads it is if he is not getting an occupancy permit by September 30th, then he is posting the bond if the drainage isn't in. He also can't get the bond money or the occupancy back until that drainage is in and a professional engineer has reviewed and signed off on it. He noted it gives the Town double incentive to get this going. In that case, it felt like it was a step-by-step process that was a little bit fairer for all of the participants in this and the numbers are a little bit more indicative of the tasks needed.

Ms. MacEachern asked if the drainage was included in that. Mr. Bissonnette replied whenever they do grading for sites, they do rough grading with the fill in a general manner that will work. They can then spread the four to six inches of loam. There will be touch up areas, but in a general sense they are going to try to get it as close as they can. Mr. Conroy asked if Conservation had any issues with this. Mr. Bissonnette said there were no jurisdictional wetland areas here, just the Natural Heritage.

Ms. Mancovsky said it appears within the documents that had been submitted that there was an Exhibit A. Is that going to be filled in later? Mr. Bissonnette replied it is going to be the exhibit for the easement for recording purposes. She then asked if there were any plans for trees to be put in to mitigate the severity of the drainage. Mr. Bissonnette said there is nothing proposed right now, but he was sure Mr. Crossley and Mr. Staren would be planting some landscaping trees. He noted the drainage basin is to pick up the water from Crooked Lane, that is draining into the site now. It's not really generated from the houses at all. This is to pick up the lack of any drainage controls on Crooked Lane and making it so there is not a flood-out issue in the road.

Mr. Knox then reviewed the following proposed conditions:

- The enclosed drainage easement will be filed with the Registry of Deeds.
- The enclosed covenant will be filed with the Registry of Deeds.
- The stormwater management plan will be followed as drafted.
- The edge of road of Crooked Lane between 126 and 128 will be repaired using infrared pavement patching methods. The repair will match or exceed the thickness of the existing roadway. The limit of the repair will be agreed on by the Lakeville Highway Superintendent. It runs approximately 16 to 24 inches deep into the roadway from the edge. Mr. Knox estimated the area to be approximately 25 feet long but will defer to the Highway Superintendent.

- Dust control measures will be implemented by all parties involved in site work or ownership to mitigate dust from exiting the properties until grass is growing.
- All Natural Heritage requirements will be adhered to throughout.

Mr. Bissonnette said that he had spoken to Mr. Moniz in regards to the edge of road repair. His feeling was if they did the infrared that would be his suggestion. Mr. Bissonnette said he had done some research and found out that what they do is heat the asphalt that is in place and add new asphalt so it becomes a monolithic asphalt section. They tie it into the existing asphalt that is there so it much stronger than putting in filler or a patch. If that is what the Planning Board and DPW want, his clients will provide that.

Mr. Orrall said that some of the things he had brought up in the first meeting were trash and the plans for port-a-potties. Mr. Crafford said there would be a port-a-potty on every lot during construction. There would also be a dumpster. Mr. Bissonnette asked if they could count on him and his workers to make sure there is nothing blowing around on the site at the end of the day. Mr. Crafford said they absolutely could. Mr. Knox said he will add a condition for dust and debris control measures. Mr. Crafford will be responsible for the debris part of that during construction and the owners and site workers will be responsible for the dust.

Mr. Knox then made a motion to conditionally recommend approval of the Site Plan for 124, 126, 128, and 130 Crooked Lane as follows.

- The enclosed drainage easement plan and agreement will be filed at the Plymouth County Registry of Deeds.
- The enclosed covenant will be filed at the Plymouth County Registry of Deeds. The stormwater management plan will be followed as drafted.
- The edge of road of Crooked Lane between 126 and 128 will be repaired using infrared pavement patching methods. The repair will match or exceed the thickness of the existing roadway. The limit of the repair will be agreed on by the Lakeville Highway Superintendent and is approximately 16 to 24 inches in from the edge of the road.
- Dust and debris control measures will be implemented by all parties involved in site work and construction to mitigate dust and/or debris from exiting the property, throughout construction and until grass is growing.
- The MESA Natural Heritage requirements will be adhered to throughout.

Mr. Conroy seconded the motion.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Mr. Knox then stated for the record that Mr. Crafford had a stellar reputation in Town. He did not want there to be an appearance that the Planning Board felt otherwise.

Julia's Way – Release of Covenant-Update

Mr. Knox said he had some information that had been submitted in regards to this item. He then read the July 8, 2021, letter from the Fire Chief into the record. It stated the access road was found

to have a compliant paved surface, 20 feet in width. There were no issues with the road grade and overhead clearance. The vehicle turnaround was also found to be adequate and accommodating to all the Fire Department apparatus. There were some photos of the roadway included in the submittal and also a letter from Nyles Zagar. Mr. Zagar advised they have inspected the private roadway and certify that it has been constructed in general compliance with the approved plans and the Certificate of Approval that had been issued on March 24, 2016.

Mr. Bissonnette explained that a few years back Foresight Engineering had proposed a private waived subdivision roadway named Julia's Way. At the time he was working for Prime Engineering and had done the peer review for Foresight so he did have knowledge of the project. He noted the roadway is nice and flat and the pavement looks nice. The infiltration basin is constructed on the left-hand side as you drive up and overall, it's a nice-looking place. The release of the covenant is just to clean up the title on this in case anyone goes to sell their property. He did not believe there was any type of cash bond that had been held.

Mr. Knox thought it was unusual that there was nothing held but thought it might be because it was not going to be an accepted road. Mr. Bissonnette said the way they used to do it was that you couldn't get occupancy on the last lot or sometimes even the building permit until the asphalt was down and okay. That would have been when the Highway Superintendent would go out and inspect the private roads. When the Superintendent changed, the process through the Planning Board changed. Mr. Knox said because they haven't done a lot of these, he would like to send this information by Town Counsel for review to make sure that they can release the covenant.

Mr. Conroy made a motion to send the request to Town Counsel for review, and then place it on their next agenda. Mr. Knox seconded the motion.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Ms. Mancovsky noted, not specific to this case, but they have some discussions about making things more precise around these private ways. Should there be a shared maintenance agreement for the asphalt? Mr. Bissonnette said that he believed on the definitive plan that is actually stated, but the intention is there will always be either one of two mechanisms; a homeowner's association or a common roadway maintenance agreement. He said there should be one in place here.

Next meeting

Mr. Knox advised the next meeting is scheduled for August 12, 2021, at 7:00 p.m. He did want to discuss the potential of going back to live meetings.

Master Plan Implementation – Update Fee Review Project

An updated list had been sent to the members. Ms. MacEachern noted there were two items that they had wanted Town Counsel to review in regards to the Special Permit but other than that the Board had gone through everything else. Mr. Knox asked if members were satisfied with this. His

recommendation would be to highlight the few items and send it to the Building Commissioner for one last review and then see if he would also recommend it then be sent to Counsel before they schedule a public hearing to make the changes.

Ms. Mancovsky made a motion, seconded by Mr. Knox, to send the proposed fee structures to the Building Commissioner and then subsequently to Town Counsel.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox -Aye

Approve Meeting Minutes

Ms. MacEachern noted the May 13, 2021, meeting minutes had some punctuation errors that needed to be corrected.

Mr. Knox then made a motion, seconded by Ms. Mancovsky, to approve the Minutes from the May 13, 2021, meeting, with the changes noted.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Knox -Aye
Mr. Lynch-Abstain

Ms. Mancovsky then made a motion, seconded by Mr. Conroy, to approve the Minutes from the July 8, 2021, meeting.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Knox -Aye
Mr. Lynch-Abstain

New Business – Bountiful Farms Community Outreach Meeting-informational

Mr. Knox advised that he had been unable to attend this meeting. Other members had also not been able to attend as it had started at 6:00 p.m. just before the Planning Board meeting. Members also discussed an article regarding the impact that government regulation made in the price of a new home.

Adjourn

Ms. Mancovsky made a motion, seconded by Mr. Knox, to adjourn the meeting.

Roll Call Vote: Mr. Conroy-Aye, Ms. Mancovsky-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Meeting adjourned at 8:01.



MASSWILDLIFE

**DIVISION OF
FISHERIES & WILDLIFE**

1 Rabbit Hill Road, Westborough, MA 01581
p: (508) 389-6300 | f: (508) 389-7890
MASS.GOV/MASSWILDLIFE

DATE: July 26, 2021
TO: Conservation Commission, Building Inspector, Planning Board
RE: Publication of the 15th Edition Natural Heritage Atlas (Priority & Estimated Habitat Map of rare species), effective August 1, 2021

Pursuant to the Massachusetts Endangered Species Act (MESA, M.G.L. c. 131A) and its implementing regulations (321 CMR 10.12), the Natural Heritage and Endangered Species Program (NHESP) of the Division of Fisheries and Wildlife would like to inform you of the availability of the 15th Edition Natural Heritage Atlas, effective August 1, 2021.

Access to Priority and Estimated Habitat maps is provided through a variety of sources:

- An interactive map viewer with address-matching capability is available online
- GIS datalayers for both Priority and Estimated Habitat can be downloaded from MassGIS (appropriate software required for use)
- Large-scale PDF maps for each Town containing Priority Habitat are available for download, viewing, or printing
- A large-scale Town map may be purchased from NHESP

Links to the above resources can be found on our website at:
www.mass.gov/service-details/regulatory-maps-priority-estimated-habitats

Please note it is the responsibility of the landowner or project proponent to determine if their project falls within Priority or Estimated Habitat and requires review. Failure to file under MESA constitutes a violation of the Act and is subject to a fine (pursuant to 10.06). We ask that the Towns assist directing proponents to the above resources as applicable.

If you have additional questions regarding this notification, please contact NHESP at natural.heritage@mass.gov or (508) 389-6360.

Thank you for working with us to protect the Commonwealth's state-listed species.