



# TOWN OF LAKEVILLE MEETING POSTING & AGENDA REMOTE MEETING

Town Clerk's Time Stamp  
received & posted:

Judy Murray, etc

LAKEVILLE TOWN CLERK  
RCUD 2021 AUG 5 AM 10:29

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:        | Zoning Board of Appeals           |
| Date & Time of Meeting:            | Thursday, August 19, 2021 @7:00PM |
| 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 19, 2021**, public meeting of the **Zoning Board of Appeals** will be held remotely. However, to view this meeting in progress, please go to [facebook.com/LakeCAM](https://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. **Petition hearings (Votes to be taken)**

**Natures Remedy/Jushi hearing – 310 Kenneth W. Welch Drive** – request under 7.4.6 for approval for Jushi to be the holder of the **Special Permits** previously issued to Nature's Remedy by the Planning Board for a Tier 4 adult use marijuana cultivator and product manufacturing establishment and by the Zoning Board of Appeals for the use and operation of a registered marijuana dispensary within the same space.

3. **Approve Meeting Minutes for July 15, 2021**

4. **Old Business**

- Sign bylaw update

5. **New Business**

6. **Next meeting. . .Thursday, September 16, 2021**

*Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the **Zoning Board of Appeals** 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 19, 2021, public meeting of the **Zoning Board of Appeals** 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/>**

(TOWN OF LAKEVILLE SEAL)

The LAKEVILLE ZONING BOARD OF APPEALS, acting in accordance with MASS GENERAL LAWS CHAPTER 40A, as amended, will conduct a public hearing on Thursday, August 19, 2021, at 7:00 P.M. to hear the petition of **Nature's Remedy of Massachusetts, Inc. and Jushi MA, Inc.** Nature's Remedy has a Planning Board issued Special Permit for a Tier 4 adult use marijuana cultivator and product manufacturing establishment and a Zoning Board of Appeals issued Special Permit for the 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** under 7.4.6. as provided by the Lakeville By-Laws. The property site is **310 Kenneth W. Welch Drive** and is owned by **CSSI, LLC**.

Pursuant to the provisions allowed by Chapter 20 of the Acts of 2021, signed by the Governor on June 16, 2021, this will be a virtual meeting. The Agenda found on the Town of Lakeville Zoning Board of Appeals web page will include instructions on accessing the virtual meeting and documents related to it.

John Olivieri, Jr., Chairman

August 5, 2021 & August 12, 2021



## TOWN OF LAKEVILLE

### Town Administrator's Office

346 Bedford Street  
Lakeville, MA 02347  
(508) 946-8803

August 10, 2021

**TO:** Mark Knox, Chairman, Planning Board  
John Oliveiri, Jr., Chairman, Board of Appeals

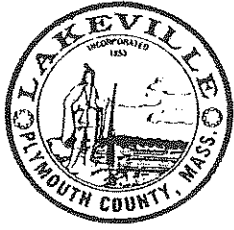
**FROM:** Ari J. Sky, Town Administrator

**SUBJECT:** 310 Kenneth W. Welch Drive Site Plan

The Board of Selectmen reviewed the site plan amendment for the Nature's Remedy/Jushi facility, located at 310 Kenneth W. Welch Drive, during its August 9, 2021, business meeting. The Board asked staff to convey to the Planning Board and the Board of Appeals that the modification could have implications for parking capacity; given that the address is host to several businesses, not all of which are fully occupied, the Board believes that a full analysis of the facility's parking plan should be required as part of the project analysis.

Thank you for your consideration, and please let me know if you have any questions or comments.

**Cc:** Board of Selectmen  
N. Darling



## Town of Lakeville

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

Mark Knox, Chairman  
Peter Conroy, Vice Chairman  
Jack Lynch  
Michele MacEachern  
Barbara Mancovsky

### MEMORANDUM

**TO:** Board of Appeals

**FROM:** Planning Board

**DATE:** August 17, 2021

**SUBJECT:** Petition Review for Nature's Remedy – 310 Kenneth W. Welch Drive

At their Thursday, August 12, 2021, meeting, the Planning Board reviewed the above referenced Petition for Hearing from the Board of Appeals. The Board recommends the following:

- The Special Permit will not allow a dispensary.
- The fire access lane is to be shown on the plan.
- A copy of the amended Site Plan will be referenced in the Special Permit.
- There will be signage or paint that will indicate parking spaces shown on the Site Plan that are designated for Nature's Remedy.
- Nature's Remedy egress access doors will be marked with signage for emergency response.



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: [Signature] Telephone: 508-926-3464  
Robert C. Carr Jr., President Louis J. Barack, President

Email: jsmith@bowditch.com

Owner Signature: [Signature] Owner Telephone: 508-521-4477  
(If not petitioner) Thomas J. Parenteau, Manager

WILL YOU HAVE A REPRESENTATIVE OTHER THAN YOURSELF?

Yes  No

Joshua Leo Smith, Esquire  
(Name and Title)

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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)



July 20, 2021

**BY FEDERAL EXPRESS – 7743 0432 6312**  
**BY E-MAIL – [cmurray@lakevillema.org](mailto: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.<sup>1</sup>

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](http://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.

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<sup>1</sup> 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,



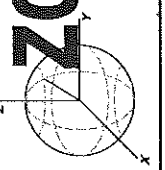
Joshua Lee Smith

JLS:  
Enclosures

cc: Project Team (w/enclosure)

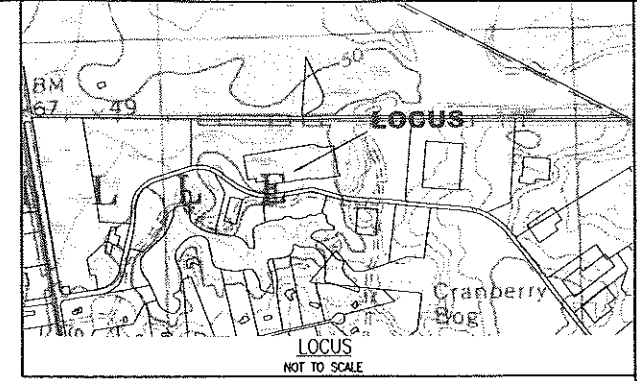
**DRAFT**

**ZCE**  
ZENITH CONSULTING ENGINEERS, LLC  
3 MAIN STREET LAKEVILLE, MA 02347  
PHONE: (508) 947-4208

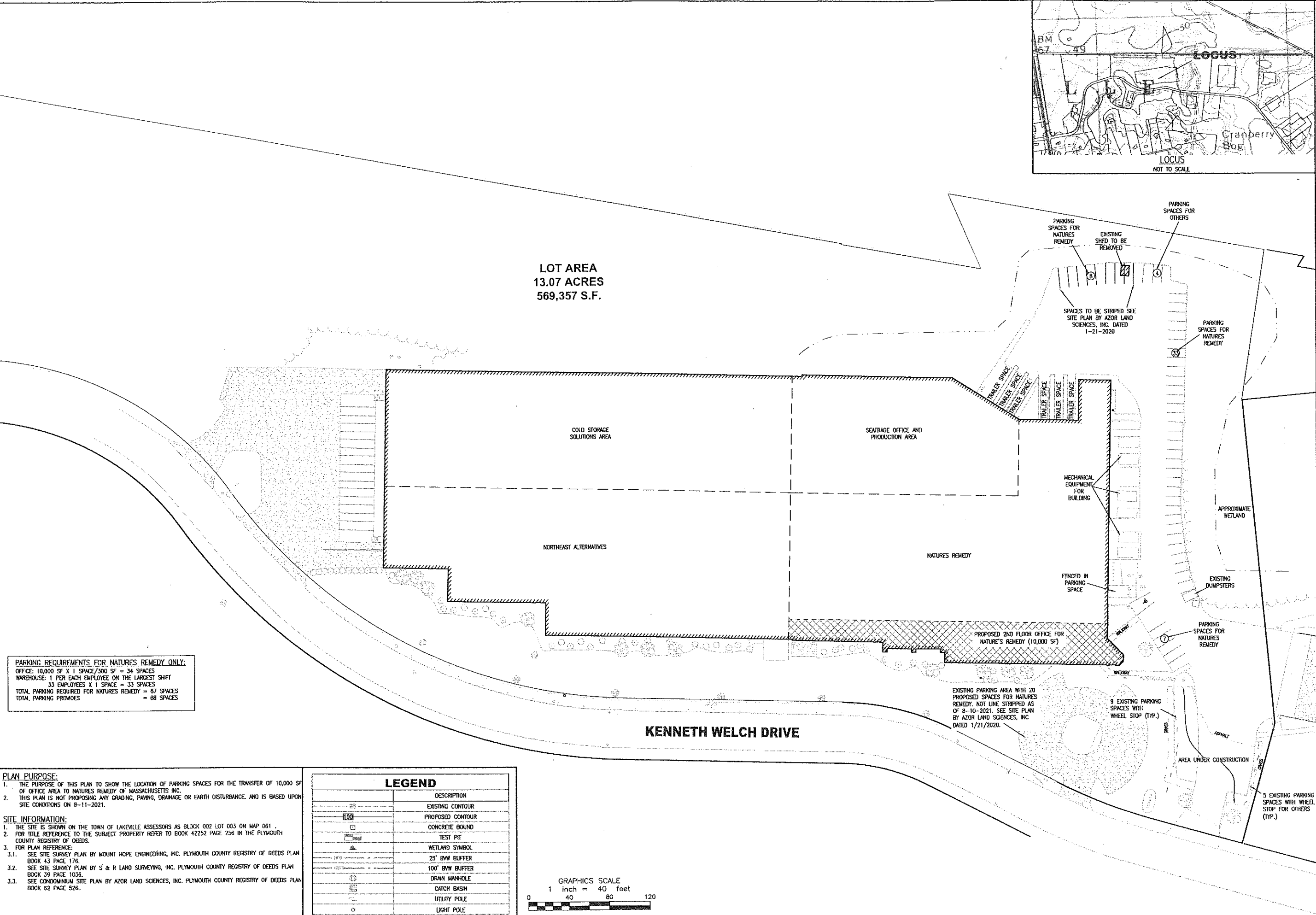


| REV. | DATE | DESCRIPTION | BY | APP. |
|------|------|-------------|----|------|
|      |      |             |    |      |
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|      |      |             |    |      |

**SITE PLAN**  
SHEET NAME:  
PROJECT SITE: 310 KENNETH WELCH DRIVE  
LAKEVILLE, MASSACHUSETTS  
CLIENT INFO: NATURES REMEDY OF MASSACHUSETTS INC.  
68 MILK STREET, SUITE 110  
WESTBOROUGH, MASSACHUSETTS  
DATE: 8-12-21  
PROJECT NUMBER: 0813-01-01  
DRAWING SCALE: 1" = 40'  
SHEET ID: SITE PLAN



LOT AREA  
13.07 ACRES  
569,357 S.F.

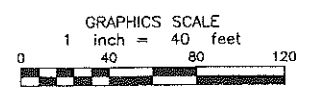


**PARKING REQUIREMENTS FOR NATURES REMEDY ONLY:**  
OFFICE: 10,000 SF X 1 SPACE/300 SF = 34 SPACES  
WAREHOUSE: 1 PER EACH EMPLOYEE ON THE LARGEST SHIFT  
33 EMPLOYEES X 1 SPACE = 33 SPACES  
TOTAL PARKING REQUIRED FOR NATURES REMEDY = 67 SPACES  
TOTAL PARKING PROVIDED = 68 SPACES

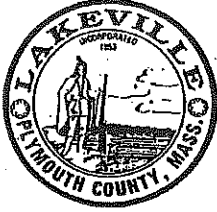
**PLAN PURPOSE:**  
1. THE PURPOSE OF THIS PLAN TO SHOW THE LOCATION OF PARKING SPACES FOR THE TRANSFER OF 10,000 SF OF OFFICE AREA TO NATURES REMEDY OF MASSACHUSETTS INC.  
2. THIS PLAN IS NOT PROPOSING ANY GRADING, PAVING, DRAINAGE OR EARTH DISTURBANCE, AND IS BASED UPON SITE CONDITIONS ON 8-11-2021.

**SITE INFORMATION:**  
1. THE SITE IS SHOWN ON THE TOWN OF LAKEVILLE ASSESSORS AS BLOCK 002 LOT 003 ON MAP 061 .  
2. FOR TITLE REFERENCE TO THE SUBJECT PROPERTY REFER TO BOOK 42252 PAGE 256 IN THE PLYMOUTH COUNTY REGISTRY OF DEEDS.  
3. FOR PLAN REFERENCE:  
3.1. SEE SITE SURVEY PLAN BY MOUNT HOPE ENGINEERING, INC. PLYMOUTH COUNTY REGISTRY OF DEEDS PLAN BOOK 43 PAGE 176.  
3.2. SEE SITE SURVEY PLAN BY S & R LAND SURVEYING, INC. PLYMOUTH COUNTY REGISTRY OF DEEDS PLAN BOOK 39 PAGE 1036.  
3.3. SEE CONDOMINIUM SITE PLAN BY AZOR LAND SCIENCES, INC. PLYMOUTH COUNTY REGISTRY OF DEEDS PLAN BOOK 62 PAGE 526.

| LEGEND |                  |
|--------|------------------|
| SYMBOL | DESCRIPTION      |
| ---    | EXISTING CONTOUR |
| ---    | PROPOSED CONTOUR |
| □      | CONCRETE BOUND   |
| ○      | TEST PIT         |
| ▲      | WETLAND SYMBOL   |
| ---    | 25' BVW BUFFER   |
| ---    | 100' BVW BUFFER  |
| ○      | DRAIN MANHOLE    |
| ○      | CATCH BASIN      |
| ○      | UTILITY POLE     |
| ○      | LIGHT POLE       |



S:\Civil Engineering\Projects\Lakeville\Kenneth Welch Drive\310 Kenneth Welch Drive - Lakeville.dwg



## Town of Lakeville

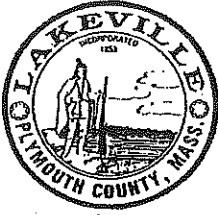
PLANNING BOARD  
346 Bedford Street  
Lakeville, MA 02347  
508-946-3473

### SITE PLAN FOR ALL MARIJUANA USES SUBMITTAL CHECKLIST

*Please use this Checklist when assembling your Site Plan.*

9 copies

- 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;
  - b. \_\_\_\_\_ Convenience and safety of vehicular and pedestrian movement on the site to provide secure and safe access and egress to and from the site;
  - c. \_\_\_\_\_ Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected be substantially affected by on-site changes;
  - d. \_\_\_\_\_ Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises;
  - e. \_\_\_\_\_ Site design such that it provides convenient, secure and safe access and egress for clients and employees arriving to and from the site;
  - f. \_\_\_\_\_ Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping; and
  - g. \_\_\_\_\_ Adequacy of water supply, surface and subsurface drainage and light.
  - h. \_\_\_\_\_ Sign off from the Planning Board indicating endorsement of the Site Plan.



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

**SPECIAL PERMIT APPLICATION  
FOR ALL MARIJUANA USES  
SUBMITTAL CHECKLIST**

*Please use this Checklist when assembling your Application.*

If you need additional information related to Special Permits and/or Marijuana Uses please consult the Zoning By-Law for the Town of Lakeville located on the Town's Website at [www.lakevillema.org](http://www.lakevillema.org), Section 7.4.

- Application must be filled out completely and accurately. Please include the original and 20 copies of all requested paperwork.
- A check in the amount \$240.00 made payable to the Town of Lakeville for the filing fee and a check in the amount \$120.76 made payable to Southcoast Media Group for the legal ad fee. It will also be the responsibility of the applicant to pay any required additional charges. These include, but are not limited to peer review, consultant fees, or legal fees.
- One (1) PDF digital copy of the complete application submitted on a flash drive or via email to [cmurray@lakevillema.org](mailto:cmurray@lakevillema.org).
- A completed, signed Notice to Tax Collector Form. Treasurer's signature is required to ensure all Taxes are paid up to date on the subject property.
- An abutter's list certified by the Lakeville Assessor's office listing all interested parties within 300 feet of the subject property.
- A detailed floor plan of the proposed Marijuana Use that identifies the square footage available and describes the functional areas of the facility;
- 21 copies of detailed Site Plans that have been endorsed and signed by the Lakeville Planning Board. At least two sets of these plans must be full size.
- A copy of the Written Operating Procedures as required by 935.500.105 and/or 935CMR501.105 which shall include, at a minimum, the following:
  - a. \_\_\_\_\_ Security measures in compliance with 935 CMR 500.110 and/or 935CMR501.110 to the extent such information may be made publicly available;
  - b. \_\_\_\_\_ Employee security policies;
  - c. \_\_\_\_\_ Proposed hours of operation and after-hours contact information;
  - d. \_\_\_\_\_ Proposal for storage of marijuana;

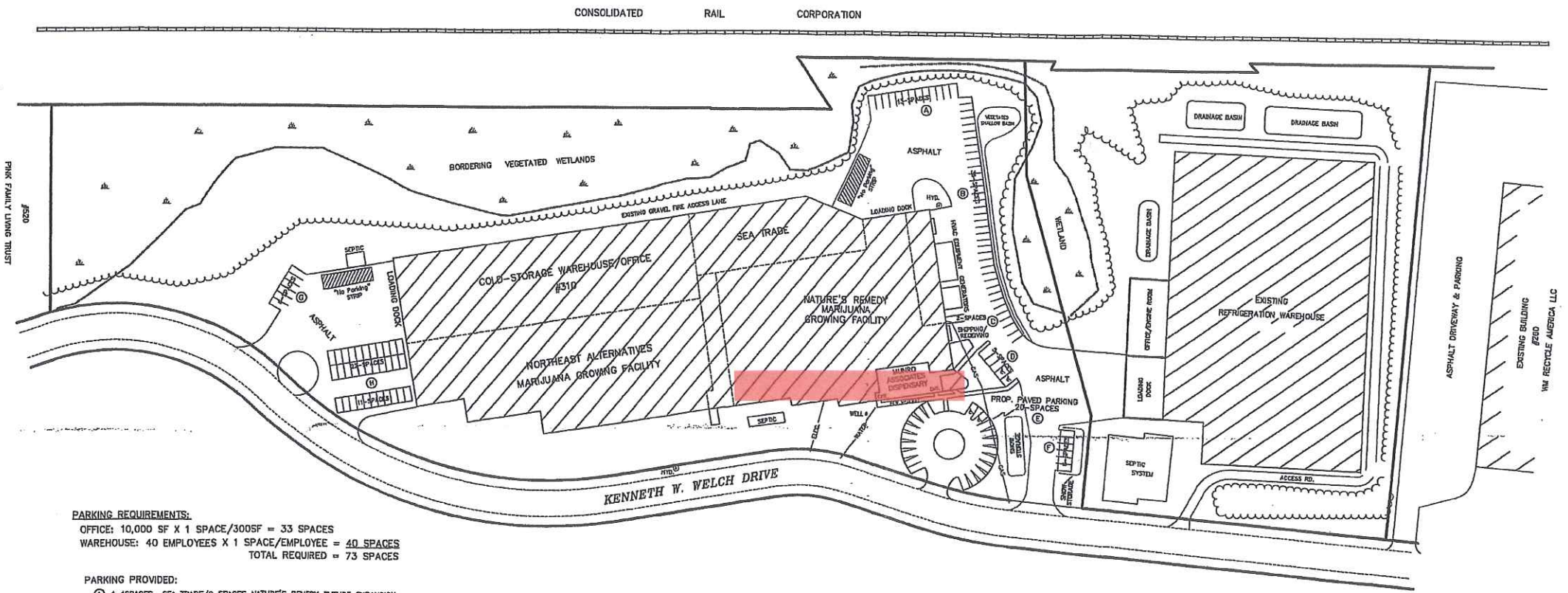
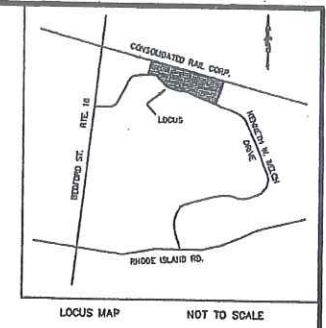
- e. \_\_\_\_\_ Emergency procedures, including a disaster plan in case of fire or other emergencies;
- f. \_\_\_\_\_ Policies and procedures for preventing the diversion of marijuana to individuals younger than 21 years old;
- g. \_\_\_\_\_ Policies and procedures for energy efficiency and conservation in accordance with 935 CMR 500.105, and a plan for implementation of such policies;

- A copy of the proposed waste disposal procedures.
- A copy of the Host Community Agreement (HCA) signed by the Lakeville Board of Selectmen.

Deficient or incomplete filings could result in a delay for a hearing.

\_\_\_\_\_  
Zoning Board of Appeals Staff Signature

\_\_\_\_\_  
Date



**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

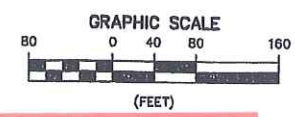
- PARKING PROVIDED:**
- Ⓐ 4 SPACES SEA TRADE/0 SPACES NATURE'S REMEDY FUTURE EXPANSION
  - Ⓑ 30 SPACES NATURE'S REMEDY
  - Ⓒ 2 SPACES CONTRACTOR
  - Ⓓ 5 SPACES COLD STORAGE *see D below*
  - Ⓔ 20 SPACES FUTURE DISPENSARY *see E below*
  - Ⓕ 6 SPACES COLD STORAGE
  - Ⓖ 8 SPACES SEA TRADE
  - Ⓗ 33 SPACES 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  
*Shawn J. Nag*  
*Barbara Maruca*  
*Pat M. Coy*  
 DATE: 2-13-2020

RECEIVED  
 JAN 29 2019  
 1/28/2020

**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 BUFFINGTON ST.  
 SOMERSET, MA 02726

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

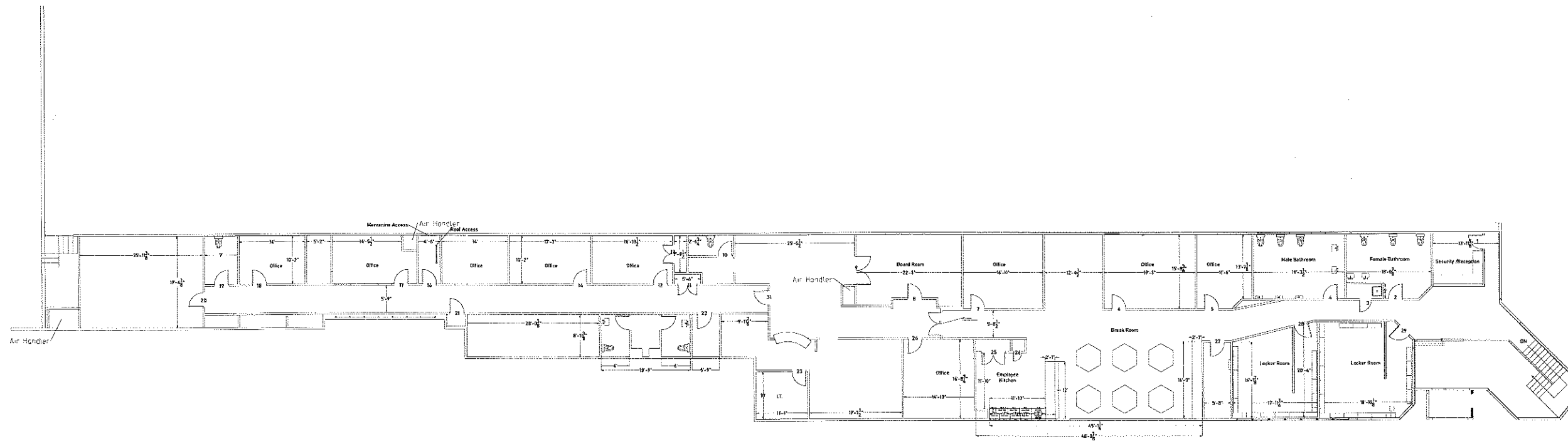
**AZOR LAND SCIENCES, INC.**  
 328 BEDFORD ST. LAKEVILLE, MA 02347  
 TEL. (608) 946-5427 FAX (608) 947-0176

RECEIVED  
 JONATHAN J. FRISK  
 No. 41787  
 1-26-20

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                       |

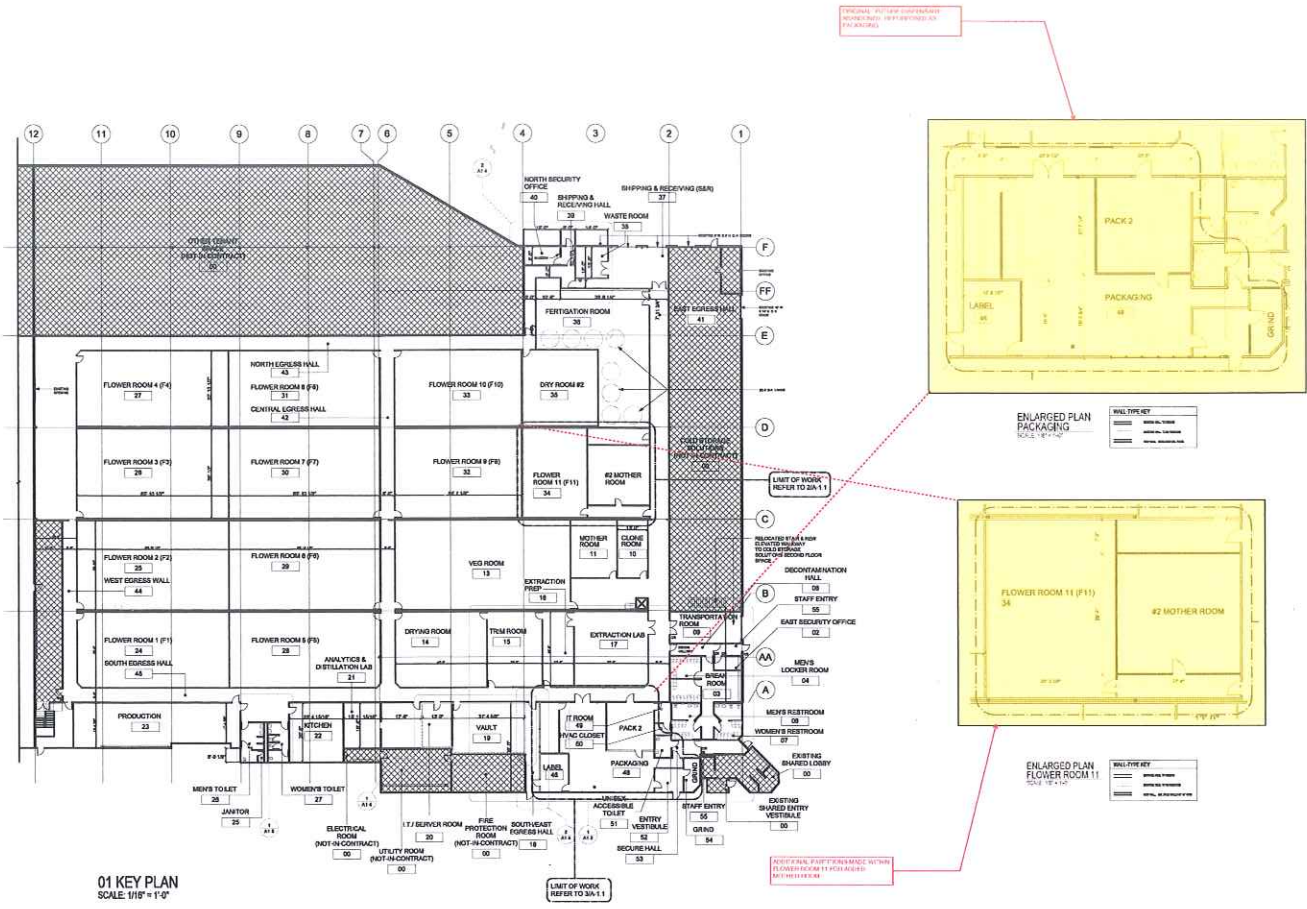


NO. DATE: 0006/REV

DATE: 6/9/2017  
 DRAWN: E.W.  
 CHECKED: M.W.  
 SCALE: NOT TO SCALE  
 JOB NO.: 16006  
 FILE NO.:

FIRST FLOOR  
 RENOVATIONS

A-1.1



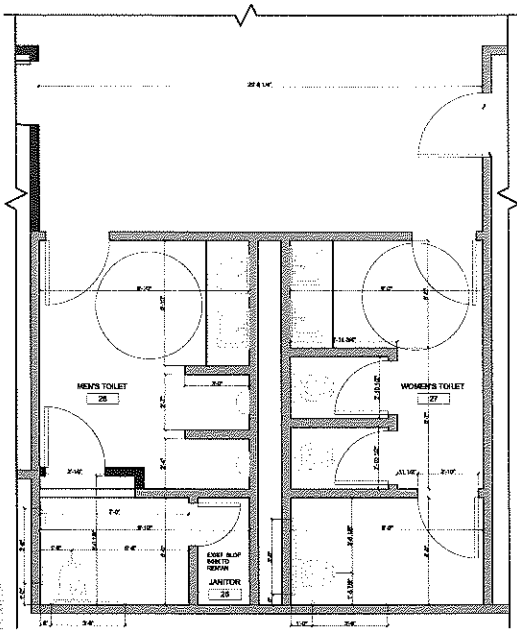
**EXISTING FLOOR PLAN RENOVATIONS UNDERWAY**

TYPICAL 10' X 10' CONCRETE FLOORING WITH POLYURETHANE FINISHING

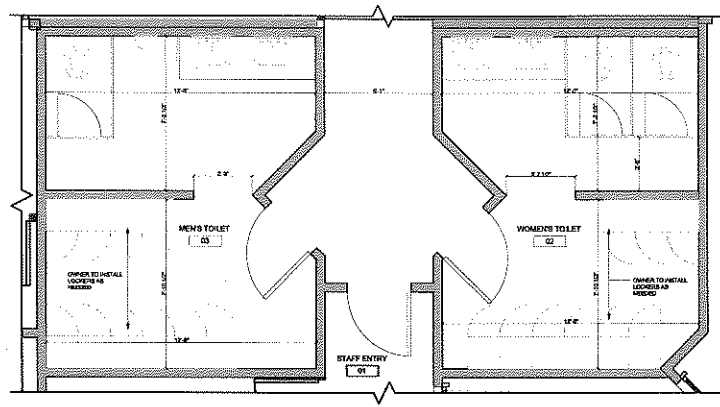
ADDITIONAL PERFORMANCE WITH FLOOR COVERING PROVIDED

LIST OF WORK REFER TO 20A-1.1

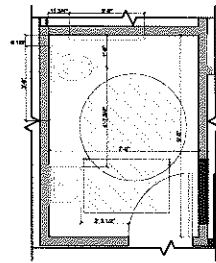
01 KEY PLAN SCALE: 1/8" = 1'-0"



1 ENLARGED TOILET ROOM PLAN  
SCALE 1/4" = 1'-0"



2 ENLARGED LOCKER ROOM PLAN  
SCALE 1/4" = 1'-0"



3 ENLARGED UNISEX BATHROOM PLAN  
SCALE 1/4" = 1'-0"



**EXISTING BATHROOMS APPROVED IN 2018**

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NO. 1 DATE: 10/07/2018

DATE: 10/15/2018  
DESIGNER: C.S.M.  
CHECKER: W.H.S.  
SCALE: 1/4" = 1'-0"  
JOB NO.: 17-005  
FILE NO.:

**ENLARGED TOILET  
ROOM FLOOR PLANS**

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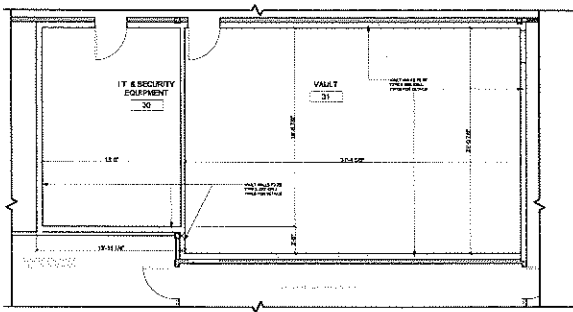
NO. / DATE / ISSUE / REV.

DATE: 10/5/2018  
 DRAWN: C.M.  
 CHECKED: W.M.S.  
 SCALE: 1/4" = 1'-0"  
 SHEET NO.: 17-00  
 18-100

ENLARGED VAULT PLAN

EGRESS CORRIDOR  
 ENLARGED PLAN  
 ENLARGED SECTION

A-1.4



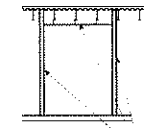
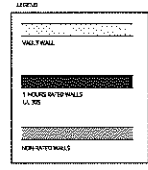
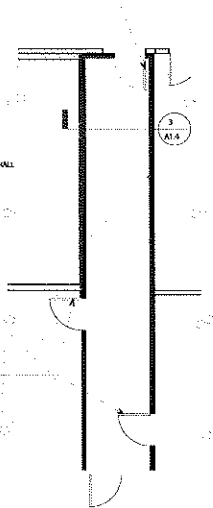
1 ENLARGED VAULT PLAN  
 SCALE: 1/4" = 1'-0"

NEW 1 HOUR FIRE RATED DOOR  
 BETWEEN EGRESS CORRIDOR AND  
 DATA CORRIDOR

NOTE: CEILING OF EGRESS CORRIDOR SHALL  
 BE 1-HOUR RATED

ONE-HOUR FIRE RATED  
 EGRESS CORRIDOR WALLS  
 AND TYPE X FIBER CEMENT Gypsum  
 BOARD OVER 1/2" MIN. STUDS  
 PER U.L. LISTINGS

EGRESS FIRE RATED DOORS TO REMAIN  
 CODE NOTE: DOOR SWING DOES NOT  
 REDUCE EGRESS WIDTH OF ANY  
 BY MORE THAN 50% PER 1005.7

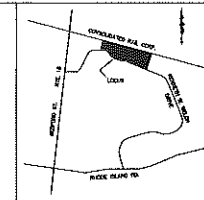


58" TYPE X GYM, BOTH SIDES  
 EXTEND TO UNDERSIDE OF FLOOR  
 DECK ABOVE. SUSPEND 58" GWS  
 OVER CORRIDOR AS NOTED

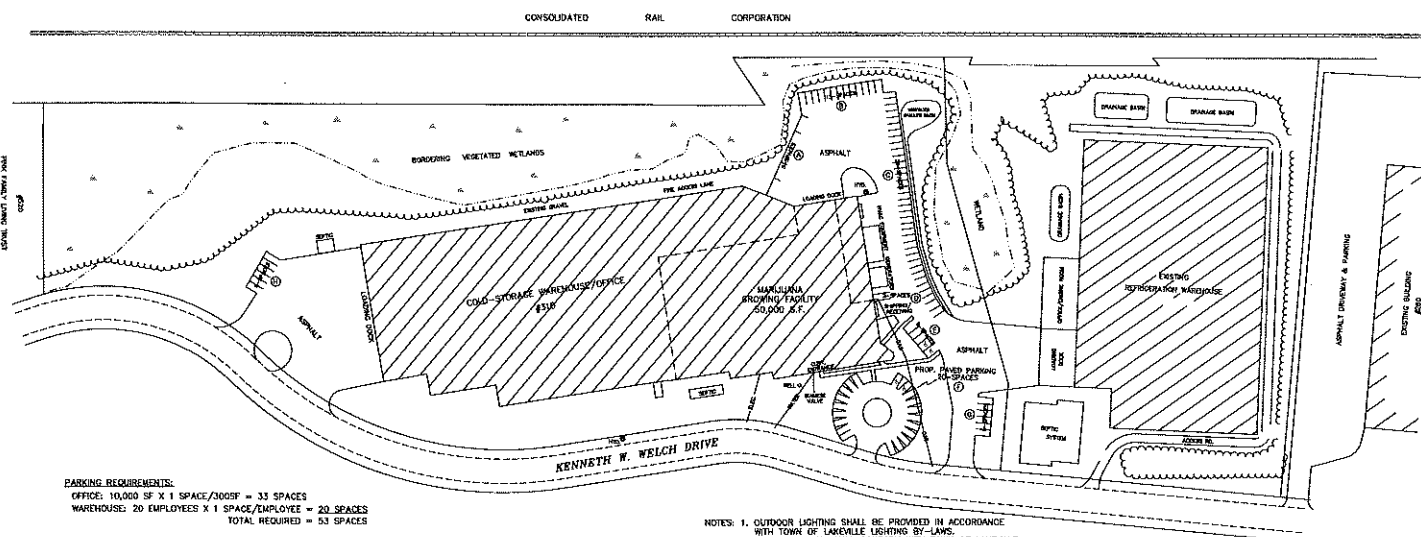
2 RATED CORRIDOR SECTION  
 SCALE: 1/4" = 1'-0"

2 ENLARGED RATED CORRIDOR PLAN  
 SCALE: 1/4" = 1'-0"

**EXISTING VAULT, I.T. ROOM AND EGRESS CORRIDOR APPROVED  
 IN 2018**



LOCATION MAP NOT TO SCALE

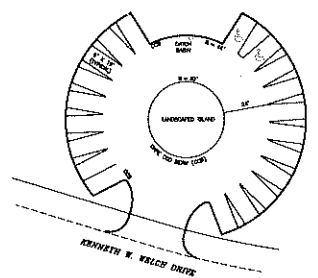


**PARKING REQUIREMENTS:**  
 OFFICE: 10,000 SF X 1 SPACE/1000SF = 33 SPACES  
 WAREHOUSE: 20 EMPLOYEES X 1 SPACE/EMPLOYEE = 20 SPACES  
 TOTAL REQUIRED = 53 SPACES

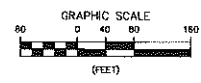
- PARKING PROVIDED:**
- ① 5 SPACES SEA TRADE
  - ② 13 SPACES NATURE'S REMEDY (FUTURE EXPANSION)
  - ③ 26 SPACES NATURE'S REMEDY
  - ④ 9 SPACES CONSTRUCTION
  - ⑤ 3 SPACES COLD STORAGE
  - ⑥ 20 SPACES FUTURE DISPENSARY
  - ⑦ 8 SPACES COLD STORAGE
  - ⑧ 8 SPACES SEA TRADE
  - ⑨ 93 SPACES PROVIDED

**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 §35 CUR 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: 212-184

**AZOR**  
 LAND SCIENCES, INC.  
 389 BEDFORD ST. LAKEVILLE, MA 02347  
 TEL: (508) 848-5427 FAX: (508) 847-0175





# Jushi

OTCMKTS: JUSHF | CSE: JUSH

June 2021



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## 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.





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### 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).

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## Disclaimers

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### 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.

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# 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

# 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



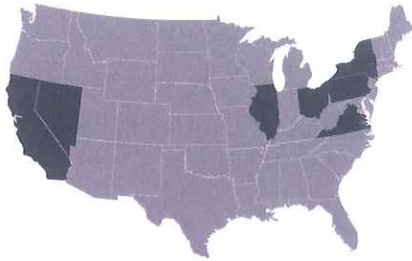
**Trent Woloveck**

Chief Commercial Director

# Jushi at a Glance



## Targeted Footprint



**18**

open stores

**16**

planned stores<sup>(1)</sup>

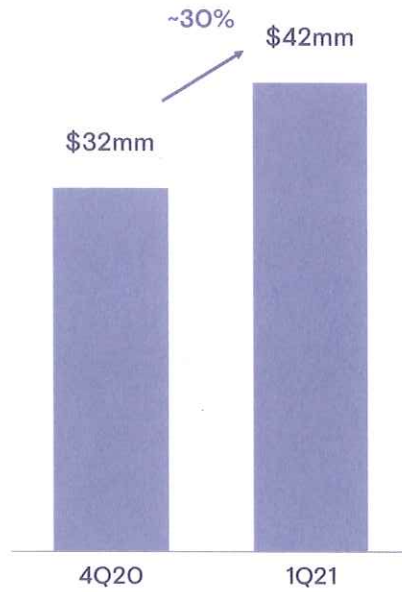
**5**

cultivation<sup>(1)</sup>

**5**

extraction & processing<sup>(1)</sup>

## Strong Sequential Revenue Growth



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



**~\$168mm**

cash, cash equivalents and short-term investments



**~\$400mm**

raised since inception



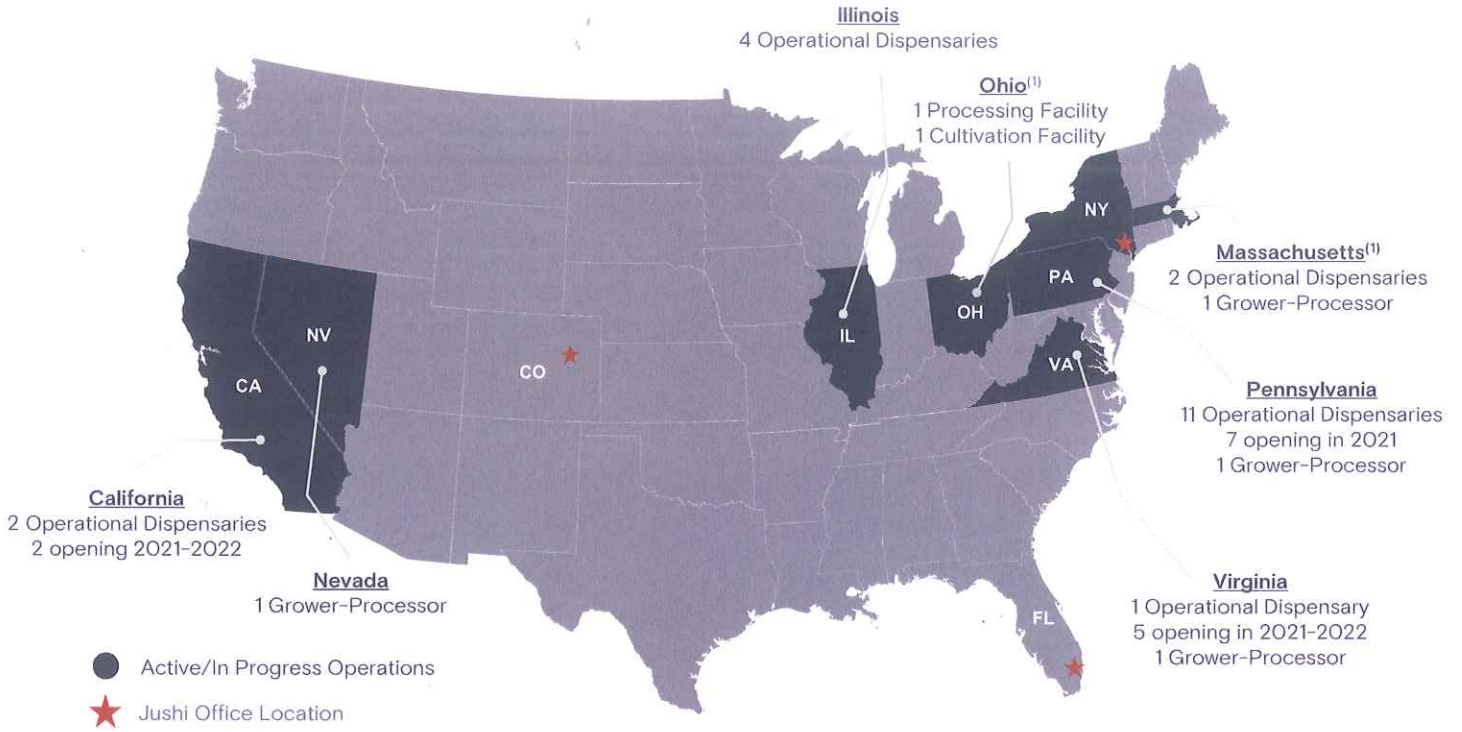
**~\$47mm**

raised by founders/insiders

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



# Our National Footprint



**34**

Cannabis Retail<sup>(1)(2)</sup>

**05**

Cultivation<sup>(1)</sup>

**05**

Extraction & Processing<sup>(1)</sup>

**03**

Offices

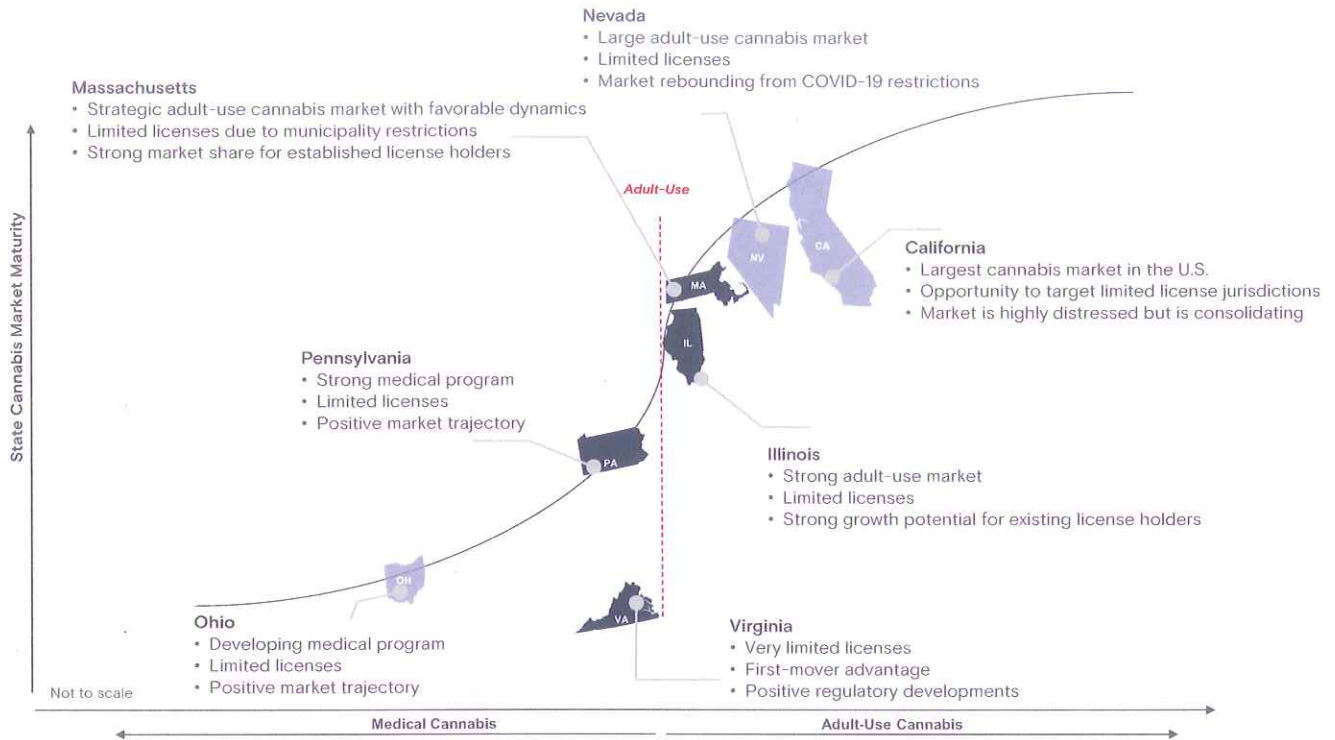
**854**

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





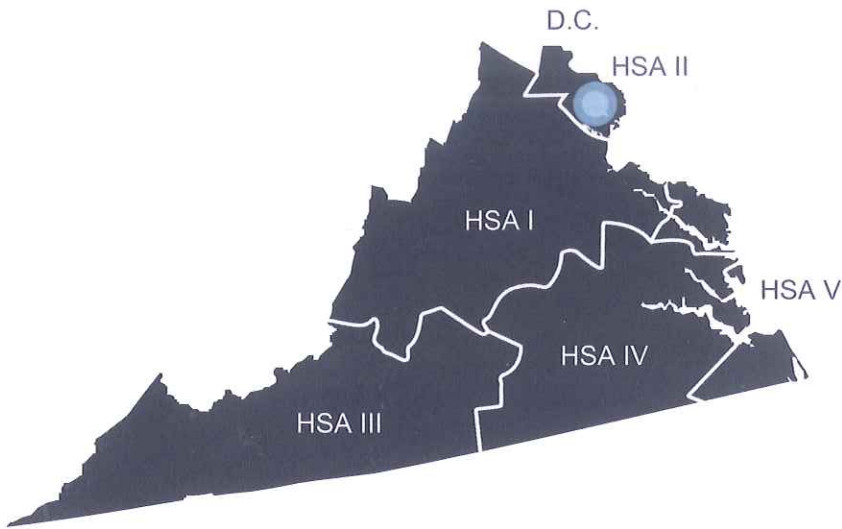
Core Markets

**VIRGINIA**

**PENNSYLVANIA**

**ILLINOIS**

**MASSACHUSETTS**



## Overview<sup>(3)</sup>

- 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<sup>(3)</sup>

- 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<sup>(3)</sup>

- 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

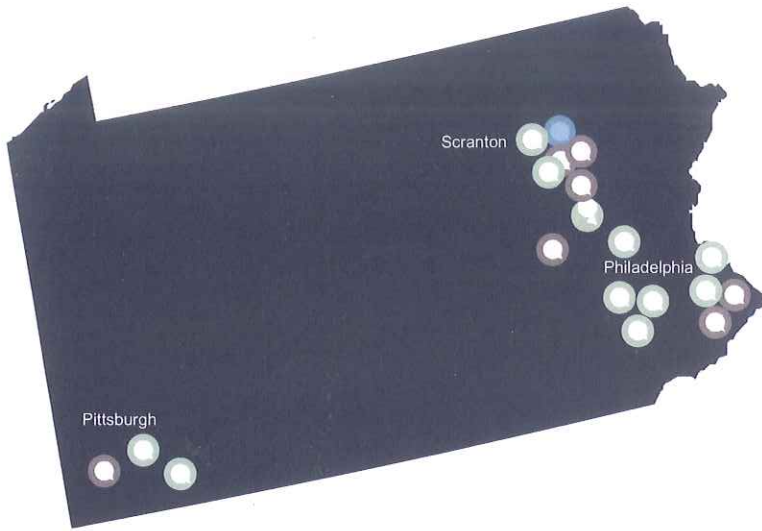
# Pennsylvania Market

## Overview<sup>(4)</sup>

- 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.



- Operational Stores
- Planned Openings
- Grower-Processor Facility



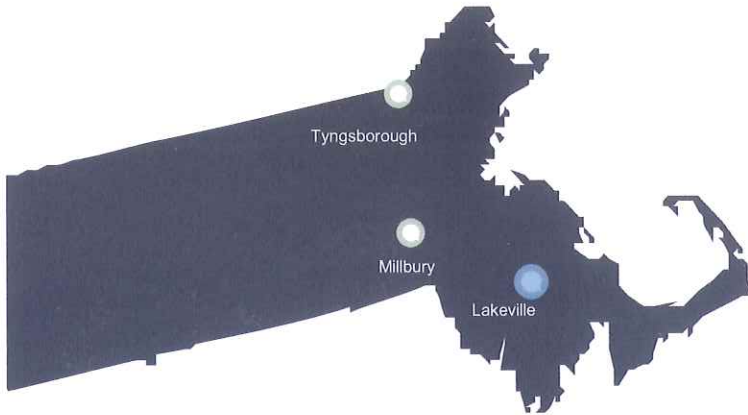
## Overview<sup>(5)</sup>

- 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<sup>(5)</sup>

- **Sauget:**
  - 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



## Overview<sup>(6)</sup>

- 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

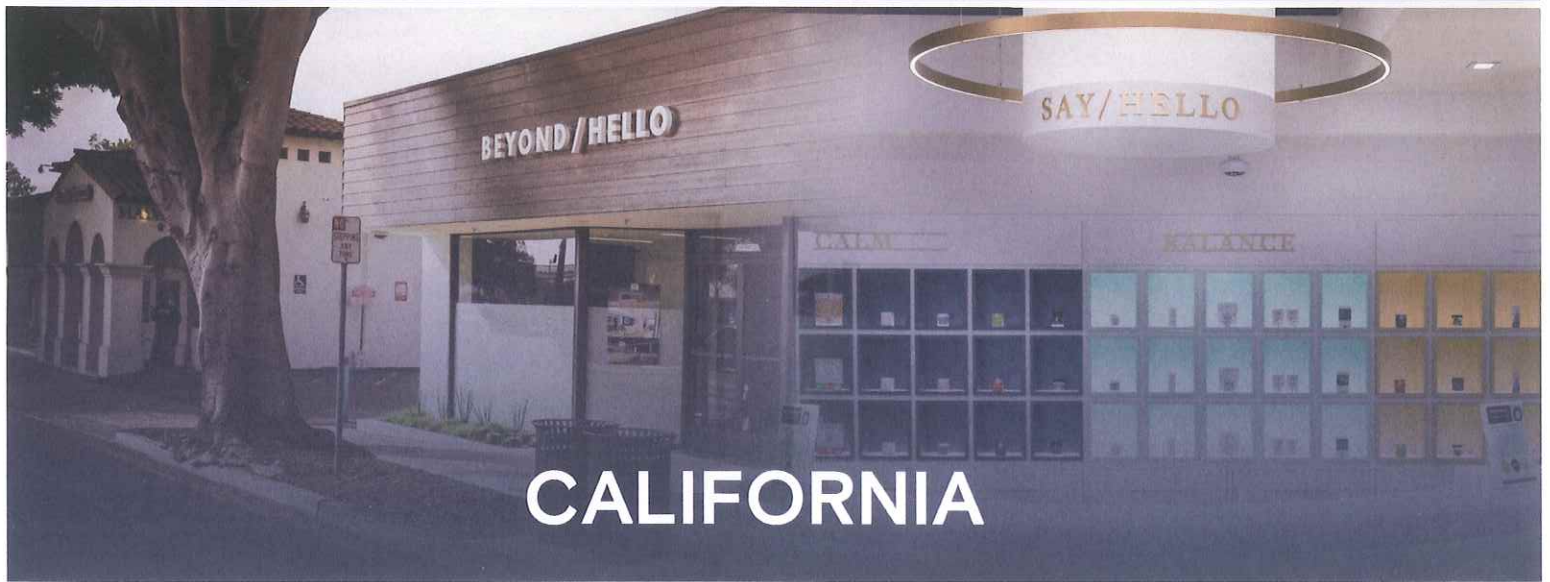


Developing Markets

**OHIO**



**NEVADA**

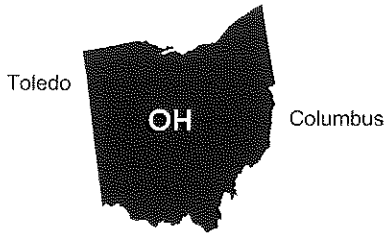


**CALIFORNIA**

# Developing Markets



## Ohio Market



### Overview<sup>(7)</sup>

- 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<sup>(7)</sup>

- 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<sup>(7)</sup>

- 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.



## SÈCHE

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.

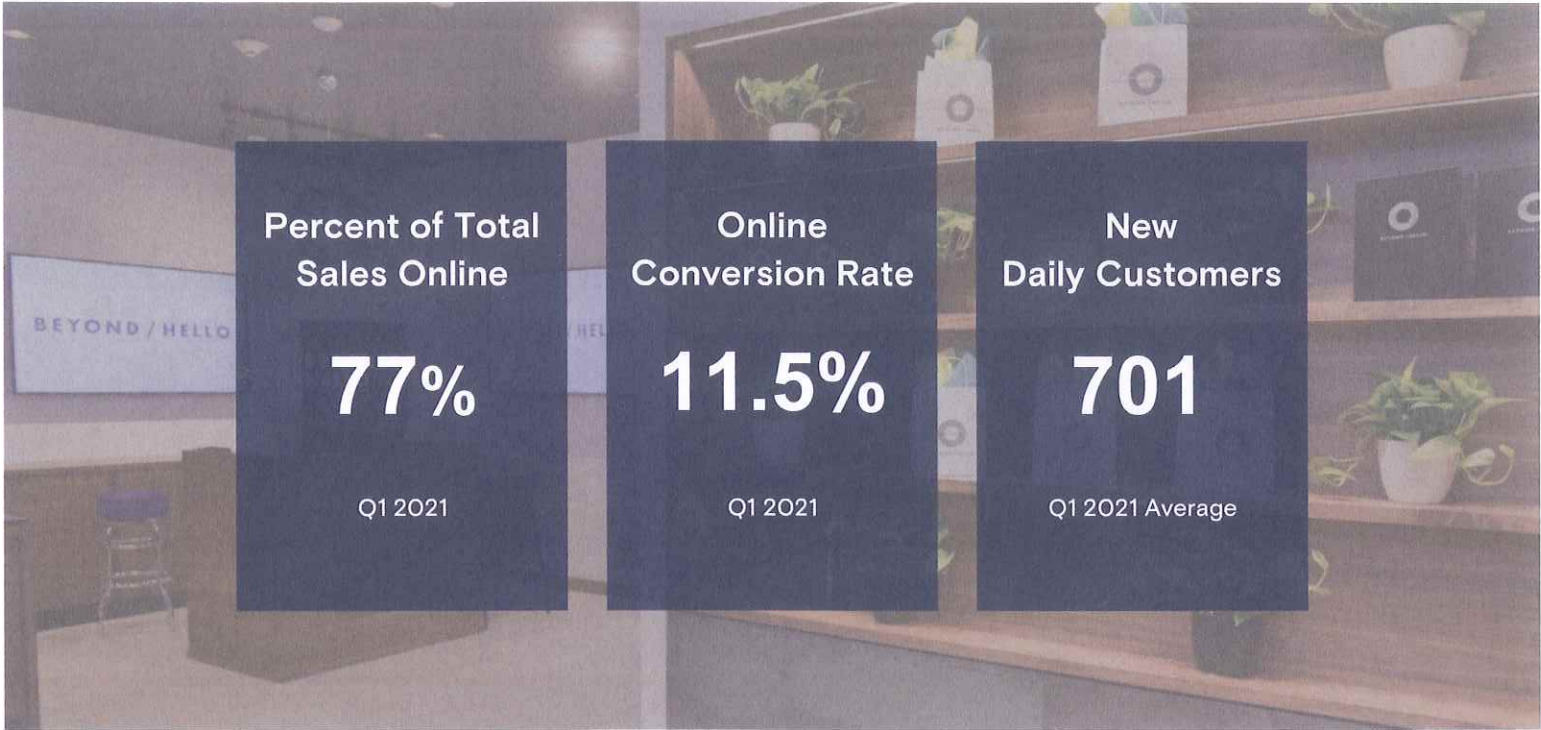


## Nira

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



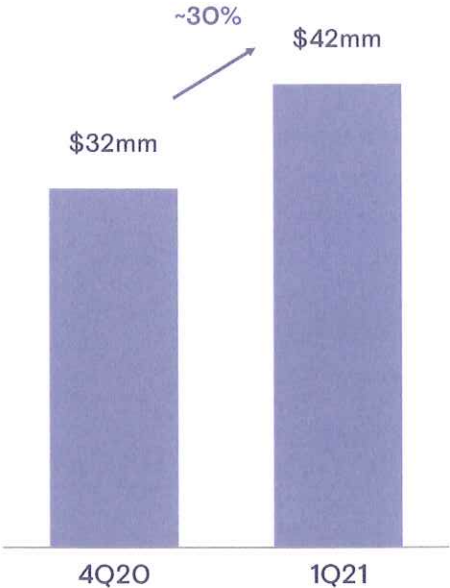
Driving Online Revenue Growth Through  
Best-In-Class Customer Experience



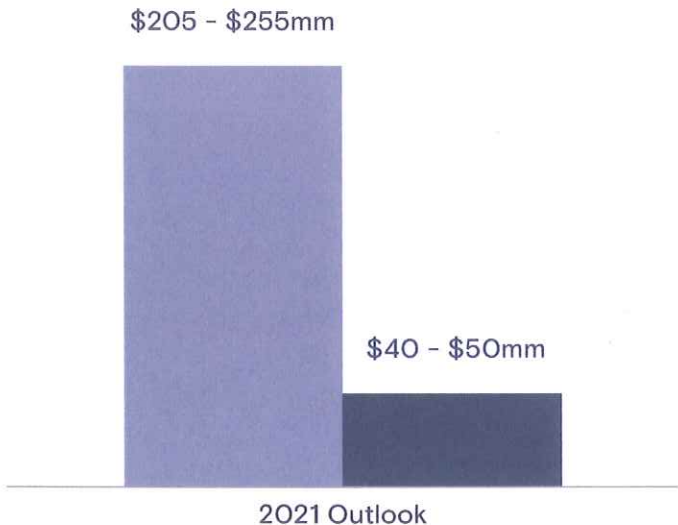


# Financial Performance & Outlook

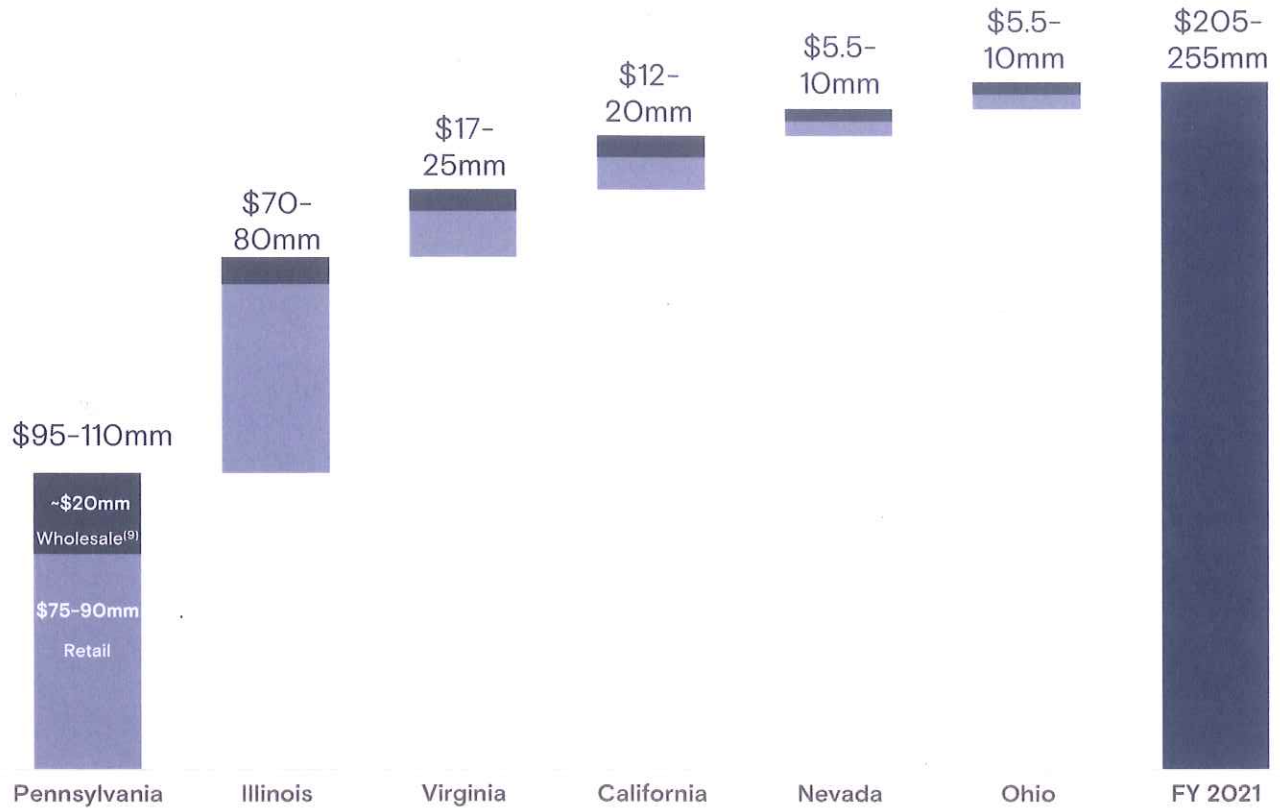
## Strong Sequential Revenue Growth



## Revenue and Adj EBITDA Outlook Estimates<sup>(8)</sup>



# 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        |
| <b>Total as-converted basic shares</b> | <b>169.4</b> | <b>169.4</b> | <b>169.4</b> | <b>169.4</b> | <b>169.4</b> | <b>169.4</b> | <b>169.4</b> |
| 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          |
| <b>Fully Diluted Shares (TSM)</b>      | <b>237.1</b> | <b>238.4</b> | <b>239.5</b> | <b>240.4</b> | <b>241.3</b> | <b>242.0</b> | <b>242.6</b> |

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 <sup>(a)</sup>  | \$168mm   |
| Total Debt <sup>(b)</sup>  | \$82mm    |
| Market Capitalization (150.78mm SVS) <sup>(c)</sup>                                      | \$900mm   |
| Market Capitalization (169.68mm SVS as converted) <sup>(d)</sup>                         | \$1,013mm |
| Market Capitalization (255.12mm SVS as converted and fully diluted basis) <sup>(e)</sup> | \$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%20MMAAB%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> (Illinois House passes bill to distribute 115 dispensary licenses); <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://mbizdaily.com/illinois-11th-state-to-legalize-adult-use-cannabis-2-billion-market-projected/> (sales projections); <https://www.idfpr.com/Forms/AJC/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://sanluisobispoguide.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



INTRODUCING

JUSHI

# Jushi

BOCA RATON • DENVER • NYC

INTRODUCING

## Contact Information

the future of cannabis and hemp

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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 and 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

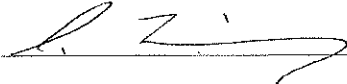
After a public hearing on February 7, 2019 and February 28, 2019  
the Planning Board at its meeting on February 28, 2019

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

  
\_\_\_\_\_  
Vice 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

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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.

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## 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.

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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.

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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 

*the* Chairman



OFFICE OF  
ZONING BOARD OF APPEALS  
Secretary: Cathy Murray

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

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July 24, 2018

Nature's Remedy of Massachusetts, Inc.  
Mr. Robert C. Carr Jr.  
110 Turnpike Road  
Westborough, MA 01581

Dear Mr. Carr:

The By-Law requires you to file our decision with the recorder of the Land Court where registered land is involved. Enclosed are the decision packet and a copy of the filing procedure.

Sincerely,

*Donald A. Foster*  
cm

The Board of Appeals  
Donald A. Foster, Chairman

Enclosures:

Decision Packet  
Decision Filing Procedure

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

Received

JUL 05 2018

Lakeville Town Clerk  
*Lundgren*

**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.

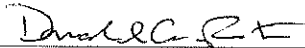
**CONDITIONS:**

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.

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

(If not petitioner)

(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)



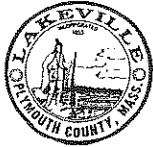
The LAKEVILLE ZONING BOARD OF APPEALS, acting in accordance with MASS GENERAL LAWS CHAPTER 40A, as amended, will conduct a public hearing on THURSDAY, March 15, 2018, at 7:00 P.M., in the LAKEVILLE PUBLIC LIBRARY, 4 PRECINCT STREET, upon the petition of Nature's Remedy of Massachusetts, Inc. They request 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](http://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](http://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 @ 3:15pm

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<br>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 at 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, included 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.



MP281524      04/11/2020  
License Number      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**

Steven J. Hoffman | Chairman

Kay Doyle | Commissioner

Jennifer Flanagan | Commissioner

Britto McBride | Commissioner

Shaloon Titlo | Commissioner

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

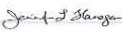
310 Kenneth Welch Drive  
Lakeville, MA 02347

Marijuana Establishment licensed to perform operations as:

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

  
Steven J. Hoffman | Chairman

  
Ray Doyle | Commissioner

  
Jennifer Flanagan | Commissioner

  
Britt McBride | Commissioner

  
Shaleen Tittle | Commissioner

  
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 25<sup>th</sup> 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.

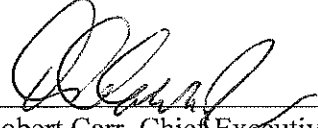
[Signatures to follow]

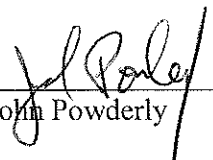
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.


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

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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.

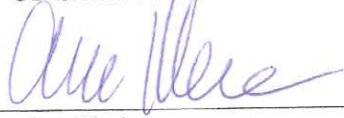
22. This Agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the PARTIES with respect to the matters described. This Agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not 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

**Zoning Board of Appeals  
Lakeville, Massachusetts  
Minutes of Meeting  
July 15, 2021  
Remote meeting**

On July 15, 2021, the Zoning Board held a remote meeting. It was called to order by Chairman Olivieri at 7:00 p.m. LakeCam was recording, and it was streaming on Facebook Live.

**Members present:**

John Olivieri, Jr., Chair; Jeffrey Youngquist, Vice-Chair; Nora Cline, Clerk; Gerald Noble, Vice-Clerk; Christopher Campeau, Associate; Christopher Sheedy, Associate

**Others present:**

Charles Bilikas, applicant; Todd Freitas, applicant; James Murray, Andy O'Connor, abutters

**Agenda item #1**

Mr. Olivieri 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.

**Bilikas hearing – 7 Helen Street**

Mr. Olivieri opened the Bilikas hearing at 7:00 p.m. and read the legal ad into the record. Mr. Bilikas was present. He advised that currently there is a cottage on the property. They are looking to live there full time so they want to raze the outdated house and rebuild it in the same footprint. Mr. Bilikas stated that if they did expand the footprint, it would be on the right where he had an additional 50 feet. It would be 12 to 15 feet at the maximum.

Mr. Olivieri then read the July 8, 2021, letter from the Health Agent, Edward Cullen. He stated that the Board of Health requires a Title V inspection to be done on the existing septic system if the plan was to continue to use it for the proposed house. Mr. Bilikas said he did plan to use the same one. It was his understanding that it was installed approximately 15 to 20 years ago. When they connect to the water main, they will do a Title V. The July 13, 2021, memo from the Planning Board had no comment regarding the petition. The July 14, 2021, memo from the Conservation Commission had no concerns as there were no wetlands on the property.

There were no comments or questions from members or other interested parties.

Mr. Youngquist then made a motion, seconded by Ms. Cline, to approve the petition with the following conditions:

1. The new structure will meet all setbacks.
2. The lot coverage will not exceed 25%.

**Roll Call Vote:** Mr. Youngquist-Aye, Ms. Cline-Aye, Mr. Sheedy-Aye, Mr. Noble-Aye, Mr. Olivieri-Aye

Ms. Murray explained the timing of the filings, the appeal period, etc.

The hearing closed at 7:12.

**Documents distributed for the hearing:**

- Petition packet
- Legal ad
- Board of Health correspondence of July 8, 2021
- Planning Board correspondence of July 13, 2021
- Conservation Commission correspondence of July 14, 2021

**Freitas hearing – 5 Bartelli Road**

Mr. Olivieri opened the Freitas hearing at 7:12 p.m. and read the legal ad into the record. Mr. Olivieri asked Mr. Campeau to participate in this hearing as Mr. Youngquist had recused himself. Mr. Olivieri noted that he had received quite a bit of correspondence from abutters in regards to this hearing. He advised that the Board would need to focus on this project and this petition. Unfortunately, they would not be able to get into things that were outside the purview of this petition. Mr. Freitas was present and then explained the project. This was a single-family home that was built in 1930. They want to demolish that structure and build a new one that will fit really well in the existing neighborhood. It will be larger but it will meet all the setbacks. He believed that it would also not exceed the 25% coverage requirement.

Mr. Olivieri then read the July 8, 2021, letter from the Health Agent, Edward Cullen. He stated that the Board of Health would require a septic plan showing the footprint of the new house with the location of the proposed septic and well location. Mr. Freitas said that he had met with the Board of Health. The July 13, 2021, memo from the Planning Board recommended that any relief given by the Zoning Board of Appeals limit any business use to stay within the residential requirements of the property. Mr. Olivieri asked if there was an intention to run a business out of the home. Mr. Freitas replied not at all. The July 14, 2021, memo from the Conservation Commission had no concerns as there were no wetlands on the property.

Mr. Olivieri stated for the record that they have received quite a few letters and pieces of information which is all in the public record. All the Board members should have this information. He would not read it all as it was quite lengthy, but after Board members comment, he will open it up to public comment. He noted that it appears they are meeting all the setbacks, and they are not going over the 25% coverage. The proposed home will be more in line with what is in the neighborhood and would not have a negative impact.

Mr. Andy O'Connor of 12 Bartelli Road then spoke. He asked what the process was and then what was involved in terms of if he decides to appeal. Mr. Olivieri said there is an appeal process that he could go through. He would recommend reaching out to the Building Commissioner for additional information. Mr. O'Connor then asked if he didn't appeal and they were to proceed, he

would like to have some restrictions attached to the Special Permit. For example, hours of operation, how long it will take for the structure to go up, vehicles, and the status of the current violation on Lot 7 with the container.

Mr. Olivieri replied as far as other violations going on other pieces of property, they didn't really have any oversight on that. In regards to the length of time that it takes to put up the structure, he felt that also fell outside of their purview. They do have bylaws that allow for certain hours to construct which is usually for new developments. Whereas this is a mature neighborhood if there are concerns about putting restrictions on hours of construction, he would encourage them to ask now and it would be up to the Board to see if they wanted to condition that. Mr. O'Connor replied that he would like to discuss that. Usually, you would see normal working hours, i.e. 8:00 a.m. to 5:00 p.m. and many Saturdays, but not Sundays. In this case, they have seen hours that have gone beyond that.

Mr. Olivieri asked Mr. Freitas what hours he anticipated the builder to be working. He responded he understood the impacts of construction on the neighborhood. As far as the times, he would think that a typical time is usually 7:00 a.m. to 3:30 p.m. during the week. Sometimes Saturdays are required to get the project moving along and depending on the Town could be a 9:00 a.m. start. Sundays are typically a no. He was sure they could be accommodating for the neighborhood. Mr. Olivieri said that he did not think 7:00 to 3:30 or 4:00 during the week was unreasonable. He would be more concerned with the weekends. It appears that there is no intention for work on Sundays so maybe they could restrict that as much as possible and move the start times on Saturday back a bit. The issue here is this is a neighborhood that has been established for a significant amount of time and not expected to have a construction project going on. Would he be amenable to restricting Sundays and starting later on Saturdays? Mr. Freitas replied he thought that could be accommodated and would work out fine. All parties agreed to 8:30 a.m. for a Saturday start time.

Mr. O'Connor asked if there was anything they could do in terms of if anything happens to the road during construction. Mr. Olivieri thought that was outside of their purview where it was a private road. He would assume if a truck causes damage to a road that it becomes a civil matter. Mr. O'Connor asked if the approval is pending septic and well or if the approval includes that. Mr. Olivieri said the Board of Health has purview over that. Even if the Zoning Board approved the Special Permit, with or without conditions, the Building Commissioner would not be able to issue the Building Permit until they got the sign off and approval from the Board of Health. Mr. Freitas said the Board of Health had approved the septic.

Mr. James Murray of 10 Bartelli Road then spoke. He asked how often the Board approves these non-conforming lots where the structure is actually being destroyed and then relocated on the lot and enlarged. Is this a precedent? Mr. Olivieri replied the Zoning Board does not set precedent. He did not know how often it has been done, but noted that this is not the first case where someone has razed a structure and put up another one in a different area with additional square footage. It has to do with the size of the lot and the available area that the individual can build on. If you can meet the setbacks and not go over the 25% impervious coverage, it's not a detriment to the neighborhood or its character. Historically, the Board has granted those in most cases.

Mr. Murray asked specifically if this was a concern on this lot. This was a rental unit for many years and used on and off for the last 20 years. Now it is going to be 5 times larger with a continuous use of a non-conforming lot. Mr. Olivieri responded that it was up to the Board as a whole. They will determine if they think it falls into the character of the neighborhood or it is a detriment. If Mr. Murray thought it was a detriment, he could state that for the record and it was his right to do so. Mr. Murray replied that it was not bigger than all the other houses in the neighborhood, but it is a different use of a non-conforming lot.

Mr. Murray said that it was his understanding that Mr. Freitas would not be occupying the home and it will be occupied by the builder, who is currently living on the street in a different home. Over the last year, the builder has disrupted the neighborhood and has been operating his construction business from the neighborhood with many commercial vehicles existing on lots 5, 7, and 3. This is a small private road where these vehicles have also been parked. He did not think it was to the benefit of the neighborhood to have a commercial enterprise being run on a regular basis or to have it continue to run in a new home. They have addressed this situation with the Planning Board and the Building Inspector but also wanted to bring it to the attention of the Zoning Board that this house will be used for the storage of commercial vehicles. Mr. Olivieri replied that the Zoning Board has no oversight on who lives in the house, or what's done out of the house. That is an enforcement issue. The enforcement of the structure during and after construction falls with the Building Commissioner's office. If anyone was going beyond the Town's bylaw, it was not the purview of the Zoning Board to enforce or monitor that.

Mr. Murray said he was tying it to the point of whether or not this home would be a detriment to the neighborhood. He would suggest that given the occupation and the way this person has used it in the past, it will be a detriment to the neighborhood going forward. Mr. Murray said that he had also sent in some pictures of the drainage that has been altered with the development of Lots 5 and 7, or the change in topography that is taking place due to the land clearing and creation of the driveway. With these new curb cuts and the new driveway for Lot 5, is this counted in the square footage requirement of 25%? Mr. Olivieri said it normally is, but engineered plans were submitted that show the impervious area will be no greater than 25%. Mr. Murray asked if there was a copy of the driveway plan.

Ms. Cline stated there was a gravel semi-circle driveway noted on the plan. Mr. Murray said that is what currently exists. Mr. Freitas added that would be the driveway. Mr. Murray said on the plan it shows the front of that circular driveway going through the front of the garage shown. Mr. Freitas replied it goes into the garage. The lines do fall through the house but that's not the case. Mr. Murray said that is the way it appears on the plan. The bays of the driveway of the proposed house appear to be on the left side of the building, but the depicted circular driveway goes through the front of the house. Mr. Olivieri said on the plan it is confirmed that they will not go in excess of 25%. Mr. Olivieri said they could condition that.

Mr. Murray said the issue is with the additional drainage that is coming off the street as depicted in the pictures that he had sent. He noted the drainage system they have is very fragile. He was concerned with the new driveway cuts that are being put in and the driveway that was installed on Lot 7. It might overwhelm the existing drainage system on the road. Could that be a condition of the Special Permit that any alteration of a failed drainage system would be the responsibility of those who created the issue? Mr. Freitas said the existing driveway is going to stay. Right now,

it's the half-moon shown on the drawing but it is going to be just half of that. It's not changing much of a curb cut for the drainage, but it is the existing driveway that's been used. Mr. Olivieri asked if he was okay with a condition that the curb cuts for the driveway were to be in the same areas that they are now. Mr. Freitas said that was correct.

Mr. Olivieri asked if there were any additional comments or questions. Mr. O'Connor asked if there was any way to confirm that any of the construction related equipment and machines will be off the road during construction. Mr. Olivieri asked if he meant parking for the night. He thought that was reasonable.

Ms. Cline then made a motion, seconded by Mr. Noble, to grant the Special Permit under 6.1.3 and 7.4.6 with the following conditions:

1. The hours of construction will be 7:00 a.m. to 4:00 p.m. Monday through Friday and 8:30 a.m. to 2:00 p.m. on Saturday. There will be no construction on Sundays.
2. Construction equipment will not be allowed on the road on nights and Sundays when construction is not being conducted.
3. The impervious area will not exceed 25%.
4. The current curb cuts are to remain.

Mr. Olivieri asked if Mr. Freitas was agreeable to not operate a business that is outside of the Home Occupation Bylaw. Mr. Freitas said that was correct. There will be no business running out of that home.

**Roll Call Vote:** Ms. Cline-Aye, Mr. Sheedy-Aye, Mr. Noble-Aye, Mr. Campeau-Aye, Mr. Olivieri-Aye

Ms. Murray explained the timing of the filings, the appeal period, etc.

The hearing closed at 7:51.

**Documents distributed for the hearing:**

Petition packet  
Legal ad  
Board of Health correspondence of July 8, 2021  
Planning Board correspondence of July 13, 2021  
Conservation Commission correspondence of July 14, 2021  
Andy & Rena O'Connor correspondence  
Diana Murray correspondence of July 13, 2021  
Jim Murray email of July 14, 2021

**Approve meeting minutes**

Ms. Cline made a motion, seconded by Mr. Noble, to approve the meeting minutes from the May 20, 2021, meeting.

**Roll Call Vote:** Mr. Sheedy-Aye, Ms. Cline-Aye, Mr. Campeau-Aye, Mr. Youngquist-Aye, Mr. Noble-Aye, Mr. Olivieri-Aye

Ms. Cline made a motion, seconded by Mr. Youngquist, to approve the meeting minutes from the June 17, 2021, meeting.

**Roll Call Vote:** Mr. Sheedy-Aye, Ms. Cline-Aye, Mr. Campeau-Aye, Mr. Youngquist-Aye, Mr. Olivieri-Aye, Mr. Noble-Abstain

### **Old Business – Sign bylaw update or discussion**

Ms. Cline said the comparison in their packets was between Lakeville, Duxbury, and Scituate. She thought in organizational manner and specifics to the sign regulations she found Lakeville's to be more encompassing and easier to understand. Duxbury's square footage of a sign is less at 25 square feet but Scituate is 100 square feet. She was not in favor of going as low as 25 square feet but also not in favor of going as high as 80 square feet. She didn't find any significant differences among the samples.

Mr. Olivieri agreed that there were not any glaring differences from one community to the next. He thought the Planning Board had not been looking specifically for something from the sample Towns but if there was something in general that they didn't think should be allowed, or if there was something that should be allowed by right so they wouldn't have to come to the Zoning Board. Mr. Sheedy added that it should be black and white. It is the square footage. Perhaps, there should be a restriction on illumination and flashing. It should relate to the business operating out of the building. If they have a reasonable square footage, as they do now, they should just go with that.

Mr. Olivieri said if there were any additional comments or suggestions, it can be consolidated. He asked that they email that to Ms. Murray. It has been on the agenda for a while so if they have any more comments, they can put them together and get it over to the Planning Board before the summer is over and then remove it from their agenda.

### **New Business**

Members discussed if meetings would start to be held in person. Mr. Olivieri said his inclination was to start in person meetings again unless there was a compelling reason to hold one remotely. Ms. Murray noted the library was available but they will still have to social distance as that is the Town's policy. In August, she was expecting the Nature's Remedy petition to be held which would require Town Counsel to be present. In that case, a remote meeting would better accommodate Atty. Kwesell.

### **Adjourn**

Mr. Youngquist made a motion, seconded by Mr. Noble, to adjourn the meeting.

**Roll Call Vote:** Mr. Sheedy-Aye, Ms. Cline-Aye, Mr. Campeau-Aye, Mr. Youngquist-Aye, Mr. Noble-Aye, Mr. Olivieri-Aye

Meeting adjourned at 8:03.