

MONTAGUE SELECTBOARD MEETING

VIA ZOOM

Monday, March 18, 2024

AGENDA

Join Zoom Meeting: <https://us02web.zoom.us/j/85901747883>

Meeting ID: 859 0174 7883 Passcode: 499628 Dial into meeting: +1 646 558 8656

Topics may start earlier than specified, unless there is a hearing scheduled

Meeting Being Taped

Votes May Be Taken

1. 6:30PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:30 Approve Minutes: Selectboard Meeting on March 11, 2024
3. 6:32 Public Comment Period: Individuals will be limited to two (2) minutes each and the Selectboard will strictly adhere to time allotted for public comment
4. 6:32 **Suzanne LoManto, Montague Assistant Planner**
Event Application for Use of Montague Center Town Common:
 - May Day Event, Sunday, May 5, 2024, 9:00am to 1:00pm. Street Closure: North Street from Main to Center.
 - Music Makes Good Neighbors Saturday, June 8, 2024, 10:30am to 6:00pm. Street Closure: North Street from Main to Center.
5. 6:40 **Personnel Board**
 - Receipt of Letter of Resignation from Karen Casey-Chretien, effective April 1, 2024
 - Resignations from the RiverCulture Steering Committee: Tess Poe, Kathleen Lynch
 - Appointments to the RiverCulture Steering Committee: Caitlin Kelley, Jon Dobosz and Susan Blauner
6. 6:50 **Brian McHugh, Director of Community Development-HRA**
 - Authorize Payment #5 to Berkshire Design Group for Hillcrest Playground in the amount of \$2,830.50
 - Authorize Payment #1 to Berkshire Design Group in the amount of \$4,990.00 for partial Topographic Survey and GPR/Utility Investigation for the FY24 Avenue A Streetscape Phase IV Design Project
7. 6:55 **Caitlin Kelley, Montague Library Director**
 - The Montague Public Libraries request for \$3,505.00 from Community Development Discretionary Unallocated Account to lease a tent for the Carnegie Library lawn between 5/1/24 and 9/30/24.
8. 7:00 **Linda Hickman, President of the Friends of the GFDC**
 - Notification of a boulder containing armored mudballs being moved from the start of the bike path to the Great Falls Discovery Center

Montague Selectboard Meeting

March 18, 2024

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9. 7:05 **Wendy Bogusz, Executive Assistant**
Use of Peskeompskut Park, Montague Community Band. 6:30pm to 8:45pm.
- Open Rehearsals: Mondays 5/16 through 6/3/2024
 - Concerts: 6/10/24 through 7/22/2024 (rain date 7/29/24)
10. 7:10 **Assistant Town Administrators Business**
- EV Charging Stations- Reserve Fund Transfer Request and new rate notice
11. 7:15 **Town Administrators Business**
- Review of Special Town Meeting Outcomes and Follow Up
 - Endorse Letter of Acknowledgement Relative to Second Amendment to Kearsarge Montague LLC Phase 1 Solar Lease Agreement, as dated August 21, 2017, for Additional Burn Dump Capping Costs
 - Execute Second Amendment to Kearsarge Montague LLC Phase 1 Solar Lease Agreement, as dated August 21, 2017, for Burn Dump Cap Costs
 - Review Cannabis Control Commission Host Community Agreement Template
 - Discuss Town Legislative Priorities in Preparation for April Meeting with Rep Natalie Blais
 - Topics not anticipated in the 48 hour posting
12. 7:30 Executive Session in accordance with G. L. c.30A, §21(a)(6) to consider the purchase, exchange, lease or value of real estate, related to a Land Development Agreement with Power Street LLC for 15 Power Street, Turners Falls MA.

Next Meeting:

- Selectboard, Monday, March 25, 2024 at 6:30 PM, via ZOOM



Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Suzanne LoManto (RiverCulture), on behalf of Montague residents (event contact is Will Quale)

Name of business/group sponsoring proposed event if applicable: RiverCulture

If applicable, number of years your organization has been running this event in Montague? ~36 yrs
RiverCulture became an event sponsor in 2021

Address Will Quale: 28 Center St

Contact phone Will: 413-362-9264 Contact email will.quale@gmail.com

FID _____

Dates of proposed event Sunday 5 May 2024 Location: Town Common

Hours 9am to 1pm Set Up: that morning Clean Up: that afternoon

Approximate number of people expected to attend ~150

What provisions will be made regarding clean up of site? _____
trash and recycling barrels brought to site; Montague Common Hall is open for bathroom use

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other _____

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

short parade from Post Office to Town Common, followed by about two hours on the Town Common
of maypole dancing, morris dancing, traditional fiddle tunes, and traditional songs to celebrate the May

Fully & specifically describe the premises upon which the proposed event is to take place.

parade route: from Post Office parking lot up shoulder of Main St to North St to Town Common

event takes place on Town Common

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services Congregational Church might host a coordinated bake sale

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

this event affects public health by spreading joy

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

volunteers watch and caution Main St traffic for the few minutes we are alongside Main St;

we use cones to block off a short stretch of North St adjacent to Common during the event;

we position additional temporary No Parking signs along the Main St side of the Common, augmenting permanent signs already there

What provisions will be made regarding first aid and emergency medical care?

participants include nurses and EMTs

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? _____

no

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$3Million Group.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant _____

Date _____

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments



Date: 3-13-24

BOARD OF HEALTH – Approval / Comments

Date: _____

FROM WILL QUALE, Safety Organizer
May Day Festival

- a) the night before, we will set out cones in the shoulder of Main St between the Post Office and the southern tip of the Common, securing this area from parking by early May Day morning attendees, ensuring the parade can make full use of the shoulder and avoid encroaching on the traffic lane; the cones will be moved out to the edge of the shoulder for the short duration of the parade, providing extra protection.
- b) adults shepherding the parade -- keeping kids out of traffic and cautioning / calming traffic for the short duration of the parade, will be stationed along the cones wearing hi-vis vests.
- c) a few cones will be placed on the yellow median of Main St at the north end of the common just before Center St splits off, to alert South bound traffic that something is up.
- d) a sandwich board sign (the Common Hall's) will be placed alongside the road here informing south bound traffic "CAUTION: PARADE AHEAD" for the short duration of the parade.
- e) We will position some cones on the yellow line of Main St just north and just south of the Common throughout the festivities to calm Main St traffic
- f) The Common Hall bathrooms will be available to everyone.

We request:

About a dozen traffic cones
About six hi-vis vests- if possible.
Additional "no parking" signs

cones on yellow line to caution traffic

big sandwich board sign "caution: parade"

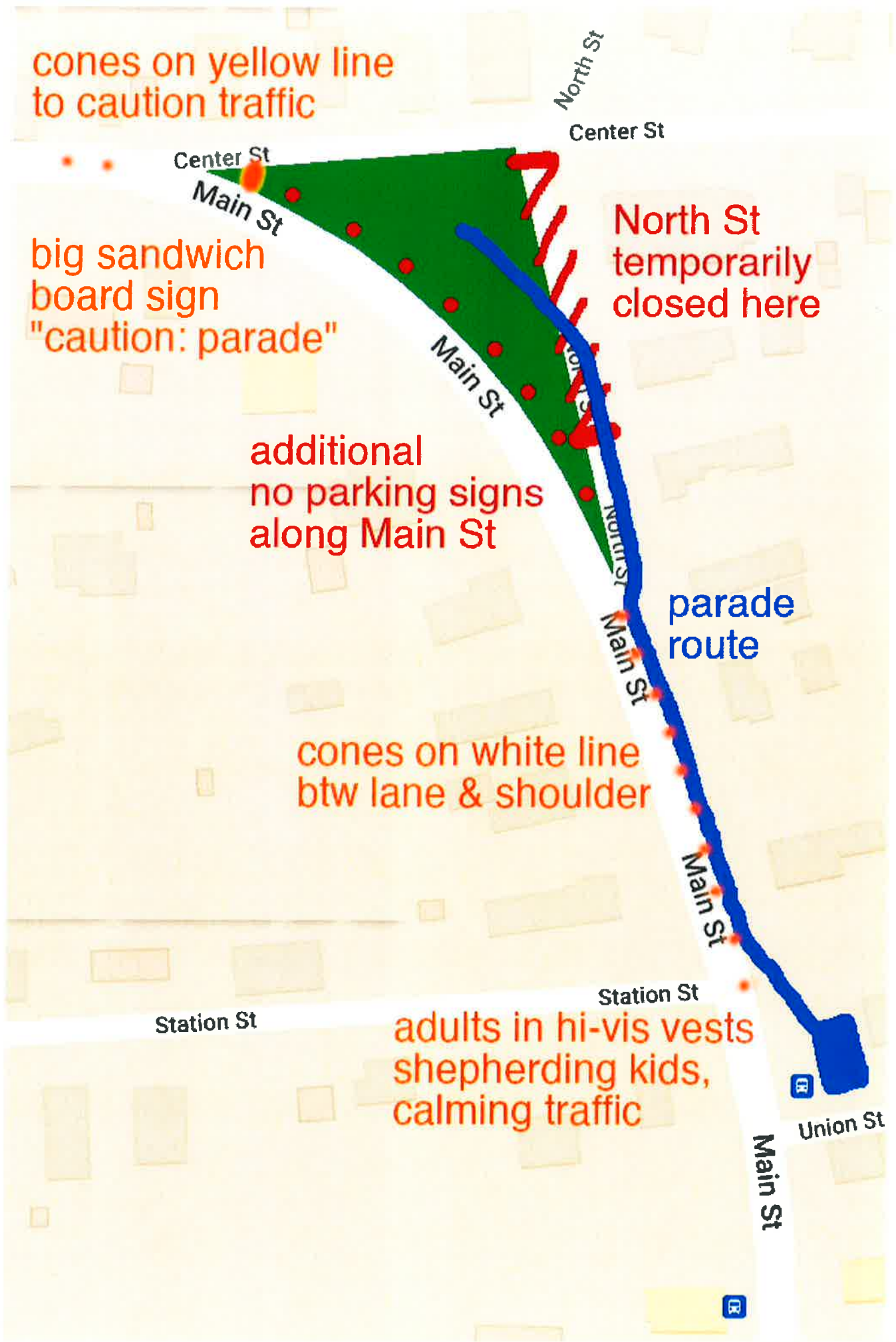
additional no parking signs along Main St

cones on white line btw lane & shoulder

adults in hi-vis vests shepherding kids, calming traffic

North St temporarily closed here

parade route





Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant Suzanne LoMauto

Name of business/group sponsoring proposed event if applicable: RiverCulture with "Music Makes Good Neighbors"

If applicable, number of years your organization has been running this event in Montague? _____

Address 1 Avenue A Turners Falls MA

Contact phone 413-835-1390 Contact email riverculture@montague-ma.gov

FID _____

Dates of proposed event June 8, 2024 Location: Montague Center Commons

Hours _____ Set Up: _____ Clean Up: _____

Approximate number of people expected to attend 300

What provisions will be made regarding clean up of site? Volunteers

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other _____

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

See attached.

Fully & specifically describe the premises upon which the proposed event is to take place.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

Will vendors be selling:

- merchandise
- food/beverage
- alcohol
- other services _____

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

Music is ~~at~~ on private property and the ^{Common} Common.

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

North Street will be closed from Main to Center. No parking along the Common on Main St.

What provisions will be made regarding first aid and emergency medical care?

On site. Police/Fire/Ambulance will be called in case of an emergency

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? Yes - several small signs re: lawn signs

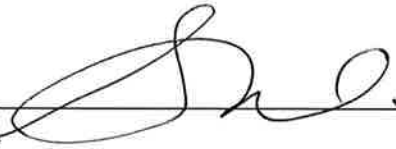
Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1 Million Individual/\$3 Million Group.

T.O.M. event. Private Home

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Owners have private insurance.

Signature of applicant _____



Date _____

3/13/24

License fees:

Monday – Saturday = \$25.00 per day

Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

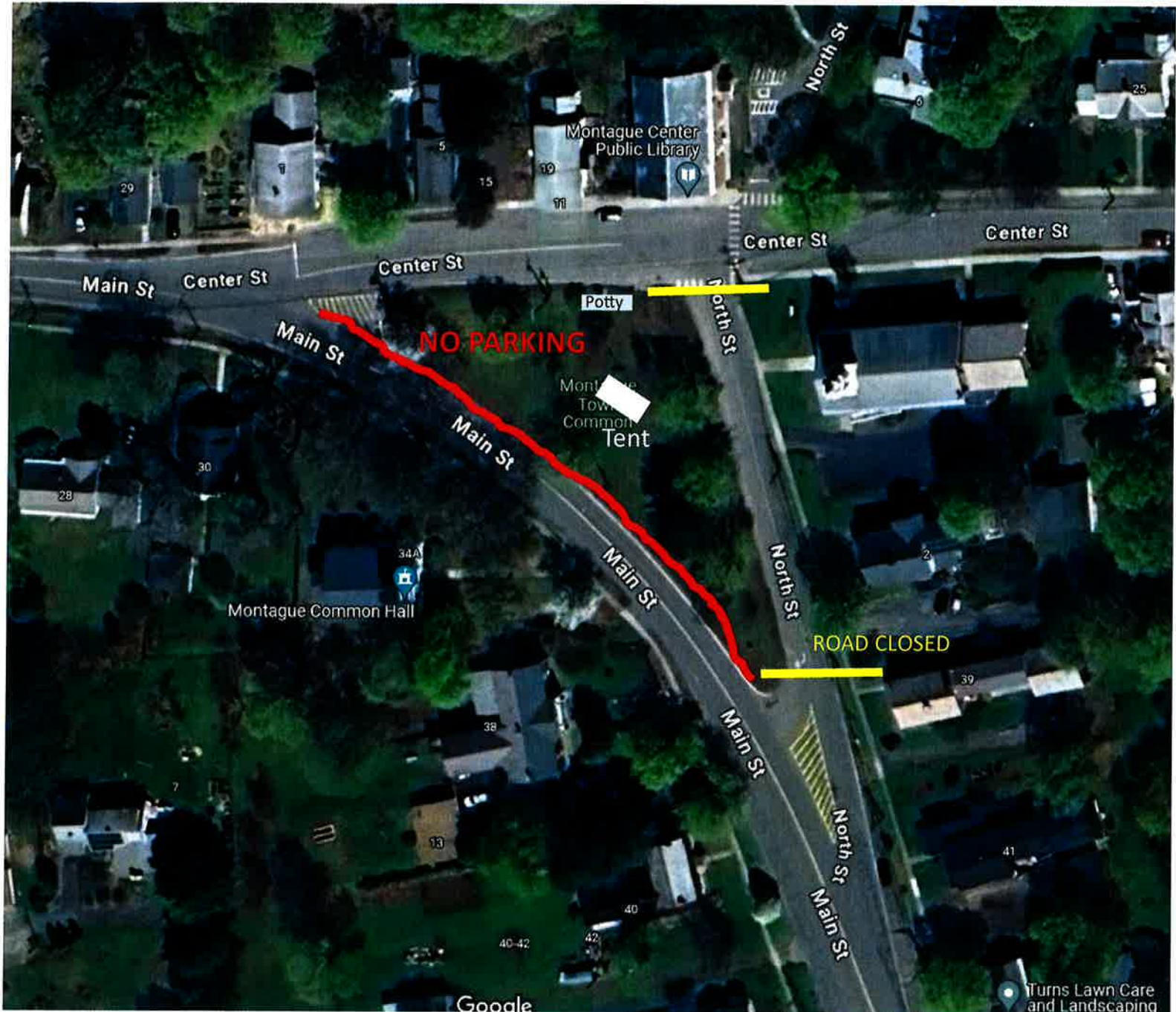
POLICE CHIEF - Approval / Comments



Date: 3-13-24

BOARD OF HEALTH – Approval / Comments

Date: _____



MONTAGUE MUSIC FESTIVAL

Saturday, June 8, 2024

No Parking on Main Street on the Montague Center Common

North Street Closed between Main and Center

Pop-Up Tent 10' x 15'

One ADA Potty

Montague Select Board

Monday, March 18, 2024

RE: Montague Music Festival

Montague Center, June 8, 2024

<https://www.montaguemusic.org>

contact:

Suzanne LoManto: riverculture@montague-ma.gov

Nicole Nemeck: montaguemusicfest@yahoo.com

“Good Music Makes Good Neighbors” Festival is an annual celebration of music in Montague Center. It has been variously described as a “musical house tour” and “reverse caroling.” Musical performances are scheduled from 11am to 6pm at the following venues: Montague Common Hall, The First Congregational Church, The Barn at 2 North Street, The Pergala at 67 Main Street and the Porch at 7 North Street. Tickets/badges are \$12 sliding scale in support of the performers and the venues. RiverCulture will contribute \$500 to this festival.

The mission of the festival is to introduce Montagueans (and others!) to the hidden musical talents that live next door and down the road. It’s also a chance to visit with neighbors and to formulate lofty artistic and community-oriented projects for the year.

This application requests that the Montague Select Board authorize the following on public land, only.

- Use of Montague Town Common from 11am-6pm.
- No parking on Main Street on the Common (signs posted)
-Folks will be directed to Station Street.
- Non-Amplified Music Montague Town Common between 1:30-6pm
- Erect lawn signs on the Common between May 27 to June 8
- Erect a porta potty on the Common between June 7-9
- Close North Street between Main and Center Street from 10:30am-6pm

**KAREN CASEY-CHRETIEN
27 UNION ST
MONTAGUE, MA 01351**

March 13, 2024

Board of Selectmen
Town of Montague
1 Avenue A
Turners Falls, MA 01376

Dear Selectboard,

On March 6, 2000, I was hired by the Town of Montague. It has been 24 years and I have no idea where all that time went! I'm writing to inform you that as of April 1, 2024 I will be retiring and starting a new chapter in the book of life.

Sincerely,



Karen Casey-Chretien

March 11, 2024

Montague Select Board

Hello Montague Select Board,

I am writing to inform you of my resignation from the RiverCulture Steering Committee as of December 2023.

Thank you,

A handwritten signature in black ink, appearing to read 'Tess Perrone Poe', written in a cursive style.

Tess Perrone Poe

Resignation

Kathleen <livingthedream@comcast.net>

Mon 8/14/2023 8:40 PM

To: WendyB-Montague Selectboard <WendyB@montague-ma.gov>

Cc: River Culture <riverculture@montague-ma.gov>; Maureen Pollock <planner@montague-ma.gov>

To whom it may concern:

Please accept my resignation from the River culture steering committee. Thank you.


Kathleen Lynch

Sent from my iPhone

Name: Blauner, Susan

MONTAGUE APPOINTED OFFICIAL

NAME: Susan Blauner

DATE: 3/18/2024

COMMITTEE: RiverCulture Steering Committee

TERM: 3 Years

TERM EXPIRATION: 3/18/2027

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 03/18/24

Susan Blauner personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **RiverCulture Steering Committee** according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

*****If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.**

River Culture Steering Committee

Sue Blauner <sue.blauner@gmail.com>

Mon 3/11/2024 11:10 AM

To: River Culture <riverculture@montague-ma.gov>

March 11, 2024

Dear Montague Select Board:

I feel honored to serve as a River Culture Steering Committee Member. I've been a Turners Falls homeowner since the early 2000s, and have wanted to be part of Montague's larger cultural scene for years. For me, the significance of cultural vibrancy is the act of creating and sustaining a safe sense of place for residents to strengthen community while exploring individuality and diversity, using art as a vehicle for personal and collective growth.

I have a bachelor's degree in fine art, specialize in large format abstract painting. The Rendezvous exhibited my work in the summer of 2022. Like most artists, I wear many hats within the multimedia spectrum of creativity. I also quilt, take photographs, make jewelry, build sculptures in nature, garden, etc. I've been involved with various singing communities since the 1980s (including The Amandla Chorus for three years and the Pioneer Valley Symphony Chorus), and appeared in community theater long ago. I started improvisational acting in 2018 and for a time volunteered at The Brick House with a youth improv class. Now I volunteer with the Montague Common Hall Open Mic, and will return to the Great Falls Coffee House as a volunteer this spring.

I am a published author and national public speaker (www.susanblauner.com) currently writing my next book. Past employment includes special events and volunteer coordination for Commonwealth Opera, director of operations for Yellow Barn Chamber Music School and Festival, graphic arts coordinator for *The Recorder*, production manager for *The Cape Cod Chronicle* and I designed the storefront windows for Wilson's Department Store for ten years.

Art and culture are central to my life, and I look forward to giving and creating what I can through the River Culture Steering Committee.

Thank you for your consideration.

Sincerely,

Susan Blauner

413-522-4020

Susan Blauner, MSW
writer | artist | speaker
www.susanblauner.com

Name: Dobosz, Jon

MONTAGUE APPOINTED OFFICIAL

NAME: Jon Dobosz

DATE: 3/18/2024

COMMITTEE: RiverCulture Steering Committee

TERM: 3 Years

TERM EXPIRATION: 3/18/2027

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 03/18/24

Jon Dobosz personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the **RiverCulture Steering Committee** according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

*****If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.**

Name: Kelley, Caitlin

MONTAGUE APPOINTED OFFICIAL

NAME: Caitlin Kelley

DATE: 3/18/2024

COMMITTEE: RiverCulture Steering Committee

TERM: 3 Years

TERM EXPIRATION: 3/18/2027

SELECTMEN, TOWN OF MONTAGUE **TERM STARTS:** 03/18/24

Caitlin Kelley personally appeared and made oath that he/she would faithfully and impartially perform his/her duty as a member of the RiverCulture Steering Committee according to the foregoing appointment.

Received _____ and entered in the records of the Town of Montague.

MONTAGUE TOWN CLERK

This is to acknowledge that I have received a copy of Chapter 30A, Sections 18 - 25, of the General Laws, the Open Meeting law.

APPOINTED OFFICIAL

*****If you choose to resign from your appointed position during your term, you must notify the Town Clerk in writing before such action takes effect.**



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289
spleasant@fcrhra.org

AUTHORIZATION TO DISBURSE
Invoice # 2023-145- 5
Project No. 2023-145
TOWN OF MONTAGUE FY22.23 CDBG
FY22.23 Hillcrest Park Construction(6C)
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060

Date: March 12, 2024

| | |
|---------------------|-----------------|
| Total Contract | 21,400.00 |
| Total Paid to Date: | 7,242.00 |
| Balance: | 14,158.00 |
| This Invoice: | 2,830.50 |
| Balance: | 11,327.50 |

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period February 1 to February 29, 2024.

| | |
|--|--|
| See attached invoice dated: March 12, 2024 | FY22.23 MONT \$2,830.50 |
|--|--|

I reviewed this invoice on 03/12/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$2,830.50**

Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



4 Allen Place, Northampton, MA 01060
 413-582-7000 t • 413-582-7005 f

INVOICE # 2023-145-5

March 12, 2024

Project No: 2023-145

Town of Montague Planning Dept.
 Attn: Mr. Brian Mchugh
 241 Millers Falls Rd.
 Turners Falls, MA 01376

Re: Montague - 30 Griswold St - Hillcrest Playground

For professional landscape architectural, civil engineering and land surveying services listed below for the period February 1, 2024 to February 29, 2024:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

| Task | Fee | % Complete (to date) | % Complete (this period) | Amount Due (this Period) |
|------------------------------|--------------------|----------------------|--------------------------|--------------------------|
| 100% CD | \$8,500.00 | 100.00% | 14.80% | \$1,258.00 |
| Bidding | \$3,700.00 | 42.50% | 42.50% | \$1,572.50 |
| Construction Administration | \$9,200.00 | 0.00% | 0.00% | \$0.00 |
| | <u>\$21,400.00</u> | | | |
| Subtotal Task Charges | | | | \$2,830.50 |
| INVOICE TOTAL | | | | \$2,830.50 |

Please make check payable to: **The Berkshire Design Group, Inc.** Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

Statement of Accounts

| Invoice | Invoice Date | 0 - 30 | 31 - 60 | 61-90 | Over 90 | Balance |
|----------------------------|--------------|-------------------|---------------|------------------|---------------|-------------------|
| 2023-145-4 | 2/23/2024 | \$2,312.00 | \$0.00 | \$0.00 | \$0.00 | \$2,312.00 |
| Total Prior Billing | | \$2,312.00 | \$0.00 | \$0.00 | \$0.00 | \$2,312.00 |
| | | | | Total Due | | \$5,142.50 |



FRANKLIN COUNTY REGIONAL HOUSING & REDEVELOPMENT AUTHORITY
241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289
spleasant@fcrhra.org

AUTHORIZATION TO DISBURSE
Invoice # 2024-028-1
Project No. 2024-028
TOWN OF MONTAGUE FY22.23 CDBG
FY22.23 Avenue A Streetscape Design Phase IV (6K)
Contractor: Berkshire Design Group
4 Allen Place
Northampton, MA 01060

Date: March 12, 2024

| | |
|---------------------|-----------------|
| Total Contract | 70,800.00 |
| Total Paid to Date: | - |
| Balance: | 70,800.00 |
| This Invoice: | 4,990.00 |
| Balance: | 65,810.00 |

Work Items Complete: Professional landscape architectural, civil engineering and land surveying services listed on the attached invoice, for the period February 1, 2024 to February 29, 2024.

| | |
|--|--|
| See attached invoice dated: March 12, 2024 | FY22.23 MONT \$4,990.00 |
|--|--|

I reviewed this invoice on 3/12/24 and found that the tasks have been completed, as noted. I recommend approval of this pay request for **\$4,990.00**.

Director of Community Development – HRA

We hereby authorize the above payment

TOWN of MONTAGUE (2 of 3 required)

Authorized signature
Chair, Selectboard

Authorized signature
Selectboard

Authorized signature
Selectboard



4 Allen Place, Northampton, MA 01060
413-582-7000 t • 413-582-7005 f

Town of Montague Planning Dept.
Attn: Mr. Brian Mchugh
241 Millers Falls Rd.
Turners Falls, MA 01376

INVOICE # 2024-028-1

March 12, 2024

Project No: 2024-028

Re: Montague - FY 24 Avenue A Streetscape Phase III

For professional landscape architectural, civil engineering and land surveying services listed below for the period February 1, 2024 to February 29, 2024:

Email invoices to: bmchugh@fcrhra.org, spleasant@fcrhra.org

| Task | Fee | % Complete (to date) | % Complete (this period) | Amount Due (this Period) |
|--------------------------------|--------------------|---------------------------------|-------------------------------------|-------------------------------------|
| Topographic Survey | \$6,200.00 | 20.00% | 20.00% | \$1,240.00 |
| GPR/Utility Investigation | \$15,000.00 | 25.00% | 25.00% | \$3,750.00 |
| Electrical Design | \$12,000.00 | 0.00% | 0.00% | \$0.00 |
| Plumbing Design | \$8,000.00 | 0.00% | 0.00% | \$0.00 |
| Schematic Design | \$5,300.00 | 0.00% | 0.00% | \$0.00 |
| Design Development | \$2,800.00 | 0.00% | 0.00% | \$0.00 |
| Cost Estimate | \$7,200.00 | 0.00% | 0.00% | \$0.00 |
| Construction Documents | \$6,200.00 | 0.00% | 0.00% | \$0.00 |
| Bidding and Construction Admin | \$8,100.00 | 0.00% | 0.00% | \$0.00 |
| | <u>\$70,800.00</u> | | | |
| Subtotal Task Charges | | | | \$4,990.00 |
| INVOICE TOTAL | | | | \$4,990.00 |

Please make check payable to: The Berkshire Design Group, Inc. Please note Project # on check.

Terms: Due upon receipt. A 1.5% late payment charge may be applied to the balance due, if payment in full is not received in 30 days. Thank You.

Community Development Discretionary Account Transfer Request

Allocation from **CD Discretionary Unallocated** (225-5-184-5200)

Authorization to transfer \$3,505.00

from CD Discretionary Unallocated (225-5-184-5200)

to CD Library Summer Program Tent (225-5-184-5287)

Request Date: March 18, 2024

Selectboard Chair

Balances before transfer

CD Discretionary Unallocated: \$61327.91

CD Library Summer Program Tent: \$00.00

Balances post transfer

CD Discretionary Unallocated: \$57,822.91

CD Library Summer Program Tent: \$3,505.00

Shirley A. Lilly & Gregory A. Lilly

Estimate

Hilltown Tents
1144 Watson Spruce Corner Road
Ashfield, MA 01330

| | |
|----------|------------|
| Date | Estimate # |
| 3/7/2024 | 4782 |

| |
|--|
| Name / Address |
| Montague Public Library Angela Rovatti-Leonard 201 Avenue A Turners Falls, MA 01376 |

| | | |
|----------|------------|---------|
| Location | Event Date | Contact |
| Same | | Angela |

| Qty | Description | Cost | Total |
|-----|---------------------------------|------------|------------|
| | To be used 5/1/24 - 9/30/24 | | |
| 1 | 20' x 40' Frame Tent - 21 weeks | 13,860.00 | 13,860.00 |
| 1 | Building Permit | 40.00 | 40.00 |
| | Discount - 75% | -10,395.00 | -10,395.00 |

No Deposit Required

Subtotal \$3,505.00

Estimates are valid for 15 days. Any Estimate not returned within 15 days will be deemed null and void.

Sales Tax (0.0%) \$0.00

Please make check payable to: Hilltown Tents and return with one signed copy of the Estimate in the enclosed envelope. Signing of this Estimate acknowledges that I have read the Renters Check List and General Information Sheet and agree to all terms stated therein.

Total \$3,505.00

SIGNATURE _____

These photos identify where the boulder containing armored mudballs is currently located by the old bridge abutment and where it is going by the Discovery Center. Thanks! Linda Hickman









Board of Selectmen Town of Montague

1 Avenue A (413) 863-3200 xt. 108
Turners Falls, MA 01376 FAX: (413) 863-3231

Event Application for use of PESKEOMPSKUT PARK and MONTAGUE CENTER TOWN COMMON

Name of applicant MONTAGUE Community Band

Name of business/group sponsoring proposed event if applicable: N/A

If applicable, number of years your organization has been running this event in Montague? 132

Address 2 WALNUT ST TURNERS FALLS MA 01376

Contact phone 413 522 4120 Contact email SP. COREY@Comcast.NET

FID 04-3040886

Dates of proposed event OPEN REHEARSALS: 5/6, 5/13, 5/20, 6/3 - plus concerts on: 6/10, 6/17, 6/24, 7/1, 7/8, 7/15, 7/22, Concert/Rain Date: 7/29 Location: Peskeompskut Park

Hours 7-8:30pm Set Up: 6:30-7:00p Clean Up: 8:30-8:45p

Approximate number of people expected to attend 70-100 per concert so 700-800 TOTAL

What provisions will be made regarding clean up of site? Band will clean not counting band

Will the proposed event be:

- Musical
- Theatrical
- Exhibitions
- Amusements
- Wedding
- Other

Fully & specifically describe content of the proposed exhibition, show and/or amusements:

First 4 weeks are open rehearsals inviting anyone to join us. Concerts consist of a variety of music. Concerts are free, band members are not paid. This band has presented these summer concerts since 1892!

Fully & specifically describe the premises upon which the proposed event is to take place.

To provide opportunity for local musicians of all abilities to play in a band. Also exposes audiences to a variety of music they might not hear otherwise.

Use back of form or attach a map of the premises indicating parking area(s), entertainment area(s), vendor area(s), location & number of toilets, location & number of garbage receptacles, garbage storage area, camping area(s), and location of first aid/medical stations.

N/A } Will vendors be selling:
 merchandise
 food/beverage
 alcohol
 other services _____

Fully & specifically describe the extent to which the event and/or premises would affect public safety, health, or order. If serving alcohol, indicate separate serving area, approved server i.e. TIPS trained. (separate license required to serve alcohol)

No alcohol, No vendors. There is no detrimental effect to listening to an old fashioned Band Concert.

Describe the appropriate level and nature of security and/or traffic control that would be needed and what provisions have been made.

Concerts will not effect traffic. People bring lawn chairs or blankets, sit and listen. They're not Roaming around.

What provisions will be made regarding first aid and emergency medical care?

The band includes a doctor, a couple nurses and several 1st Responders.

Are you also applying to place signs within Montague to advertise or give directions to your event? (See the Montague Building Inspector)

If so, at which locations? Yes, we will place two signs in the park, 1 facing 7th St and one facing Ave A to advertise the Concerts

Attach a copy of your insurance policy or liability binder indicating a minimum policy of \$1Million Individual/\$2Million Group. In the past we have been covered under the Town's policy.

I attest that to my knowledge the information provided in this application is accurate and not misleading.

Signature of applicant Jusan Corey MANAGER
Date 3/7/2024

License fees:
Monday – Saturday = \$25.00 per day
Sunday = \$50.00

BOARD OF SELECTMEN – Approval

Date: _____

POLICE CHIEF - Approval / Comments
[Signature]

Date: _____

BOARD OF HEALTH – Approval / Comments

Date: _____

REQUEST FOR TRANSFER FROM THE RESERVE FUND

Request is hereby made for the following transfer from the Reserve Fund in accordance with Chapter 40, Section 6 of the Massachusetts General Laws.

1. Amount requested: \$ 2,500.00
2. To be transferred to account number 001-5-480-5211-000
 Account Title EV Charging Station Electricity
3. Present balance in said line item appropriation: \$ 349.71

The amount requested will be used for (give specific purpose):

Electricity bills for the electric vehicle charging stations at 2nd and 6th Streets.

This expenditure is extraordinary and/or unforeseen for the following reasons:

Usage is significantly higher than last year, which we had no way to anticipate. There is also a notable unexpected increase between the Dec-Jan and Jan-Feb bills.

 Officer/Department Head Date: _____

ACTION OF OVERSIGHT BOARD

Date of Meeting: _____ Number present & voting: _____

Transfer recommended in the amount of \$ _____ Transfer disapproved: _____

Chairperson _____

ACTION OF FINANCE COMMITTEE

Date of Meeting: _____ Number present & voting: _____

Transfer voted in the amount of \$ _____ Transfer disapproved: _____

 Chairperson, Finance Committee

DETAIL STATEMENT OF ACCOUNTS - EXPENDITURE

Itemized Appropriation, Expenditure and Encumbrance Transactions

Account = First thru Last; Mask = 001-5-480-5211-###

From July 2023 to June 2024

| Account Number | Account Name | Current Year Budgeted | Period Expenditures | Current Year Expenditures | Encumbrances | Balance Remaining | Percent Left |
|--------------------|------------------------------|-----------------------|---------------------|---------------------------|--------------|-------------------|--------------|
| 001-5-480-5211-000 | Charging Station Electricity | 6000.00 | 5650.29 | 5650.29 | 0.00 | 349.71 | 5.83 |

| Transaction | Period | Date | Transaction Description | Vnd# | Vendor Name | Document# | Trn Amount |
|---------------------|----------|----------|-------------------------|------|-------------|-----------|------------|
| 011147-000290 | Jul 2023 | 07/01/23 | 5/6/23 ATM | | | BG E BO | 6,000.00 |
| Appropriation Total | | | | | | | 6,000.00 |

| Transaction | Period | Date | Transaction Description | Vnd# | Vendor Name | Document# | Trn Amount |
|-------------------|----------|----------|------------------------------|------|-------------|----------------|------------|
| 011217-000109 | Aug 2023 | 07/27/23 | 6th St EV 6/8-7/10 85 | 4348 | Eversource | AP V 185841 VE | 150.91 |
| 011217-000110 | Aug 2023 | 07/27/23 | 2nd St EV 6/8-7/10 431 | 4348 | Eversource | AP V 185842 VE | 334.49 |
| 011245-000013 | Sep 2023 | 09/11/23 | 2nd St EV 7/10-8/9 338 | 4348 | Eversource | AP V 186672 VE | 305.03 |
| 011245-000014 | Sep 2023 | 09/11/23 | 6th St EV 7/10-8/9 184 | 4348 | Eversource | AP V 186673 VE | 315.87 |
| 011257-000062 | Sep 2023 | 09/20/23 | 2nd St EV 8/9-9/8 345 | 4348 | Eversource | AP V 186980 VE | 223.33 |
| 011257-000063 | Sep 2023 | 09/20/23 | 6th St EV 8/9-9/8 567 | 4348 | Eversource | AP V 186981 VE | 329.82 |
| 011283-000146 | Nov 2023 | 10/26/23 | 2nd St EV 9/8-10/6 416 | 4348 | Eversource | AP V 187833 VE | 330.94 |
| 011283-000147 | Nov 2023 | 10/26/23 | 6th St EV 9/8-10/6 633 | 4348 | Eversource | AP V 187834 VE | 270.30 |
| 011301-000154 | Nov 2023 | 11/15/23 | 2nd St UnitEV 10/6-11/6 735 | 4348 | Eversource | AP V 188280 VE | 342.50 |
| 011301-000155 | Nov 2023 | 11/15/23 | 6th St EV Unit 10/6-11/6 649 | 4348 | Eversource | AP V 188281 VE | 273.46 |
| 011328-000100 | Dec 2023 | 12/21/23 | 2nd St EV 11/6-12/7 688 | 4348 | Eversource | AP V 189017 VE | 281.23 |
| 011328-000101 | Dec 2023 | 12/21/23 | 6th St EV 11/6-12/7 970 | 4348 | Eversource | AP V 189018 VE | 441.24 |
| 011343-000152 | Jan 2024 | 01/22/24 | EV 2nd St 12/7-1/9 541 | 4348 | Eversource | AP V 189548 VE | 139.30 |
| 011343-000153 | Jan 2024 | 01/22/24 | EV 6th St 12/7-1/9 926.0 | 4348 | Eversource | AP V 189549 VE | 484.69 |
| 011355-000085 | Feb 2024 | 01/31/24 | EV 6th St 12/7-1/9 926 | 4348 | Eversource | AP V 189780 VE | 484.69 |
| 011355-000086 | Feb 2024 | 01/31/24 | EV 2nd St 12/7-1/9 541 | 4348 | Eversource | AP V 189781 VE | 139.30 |
| 011371-000163 | Feb 2024 | 02/20/24 | 6th St EV 1/10-2/7 885 | 4348 | Eversource | AP V 190172 VE | 504.52 |
| 011371-000164 | Feb 2024 | 02/20/24 | 2nd St EV 1/10-2/7 675 | 4348 | Eversource | AP V 190173 VE | 298.67 |
| Expenditure Total | | | | | | | 5,650.29 |

SECOND ADDENDUM TO
SOLAR LEASE

THIS SECOND ADDENDUM (“Second Addendum”) TO SOLAR LEASE (the “Lease”) is made and entered into as of the ____ day of March, 2024 by and between the Town of Montague, Massachusetts (as “**Landlord**”) and Kearsarge Montague LLC (as “**Tenant**”) under the Lease, which is dated August 21, 2017, as amended by the First Amendment thereto dated April 29, 2021 and Addendum thereto dated July 24, 2023 (“**Addendum**”).

Landlord and Tenant agree as follows:

1. In accordance with Paragraph 3 of the Addendum, the Landlord and Tenant hereby agree to the attached revised rent schedule to be incorporated into the Lease, as Exhibit 2 – Revised, in order to reflect the Rent Reduction Total as defined in the Addendum.
2. Except as revised herein, all terms and conditions of the Lease remain in full force and effect.

[Signature Page to Follow]

Landlord

Town of Montague, Massachusetts

By its Selectboard

By: _____
Chair

By: _____
Vice Chair

By: _____
Clerk

Tenant

Kearsarge Montague LLC

By: Kearsarge Solar LLC, its manager

By: _____
Andrew J. Bernstein, Manager

EXHIBIT 2 - REVISED

| MONTAGUE - Ground Lease Payment Schedule | | | | |
|---|-----------|---------------------|--------------------|---------------------|
| <u>Payment Date</u> | <u>YR</u> | <u>Base Rent</u> | <u>Amendment</u> | <u>Total</u> |
| 6/25/18 | 2018 | \$ - | | \$ - |
| 3/31/19 | 2019 | \$ 155,922 | | \$ 155,922 |
| 6/25/20 | 2020 | \$ 158,729 | | \$ 158,729 |
| 6/25/21 | 2021 | \$ 161,586 | | \$ 161,586 |
| 6/25/22 | 2022 | \$ 164,494 | | \$ 164,494 |
| 6/25/23 | 2023 | \$ 167,455 | | \$ 167,455 |
| 6/25/24 | 2024 | \$ 170,469 | | \$ 170,469 |
| 6/25/25 | 2025 | \$ 173,538 | \$ (17,000) | \$ 156,538 |
| 6/25/26 | 2026 | \$ 176,661 | \$ (17,000) | \$ 159,661 |
| 6/25/27 | 2027 | \$ 179,841 | \$ (17,000) | \$ 162,841 |
| 6/25/28 | 2028 | \$ 183,079 | \$ (17,000) | \$ 166,079 |
| 6/25/29 | 2029 | \$ 186,374 | \$ (17,000) | \$ 169,374 |
| 6/25/30 | 2030 | \$ 189,729 | | \$ 189,729 |
| 6/25/31 | 2031 | \$ 193,144 | | \$ 193,144 |
| 6/25/32 | 2032 | \$ 196,620 | | \$ 196,620 |
| 6/25/33 | 2033 | \$ 200,160 | | \$ 200,160 |
| 6/25/34 | 2034 | \$ 203,762 | | \$ 203,762 |
| 6/25/35 | 2035 | \$ 207,430 | | \$ 207,430 |
| 6/25/36 | 2036 | \$ 211,164 | | \$ 211,164 |
| 6/25/37 | 2037 | \$ 214,965 | | \$ 214,965 |
| 6/25/38 | 2038 | \$ 218,834 | | \$ 218,834 |
| 6/25/39 | 2039 | \$ 222,773 | | \$ 222,773 |
| 6/25/40 | 2040 | \$ 226,783 | | \$ 226,783 |
| 6/25/41 | 2041 | \$ 230,865 | | \$ 230,865 |
| 6/25/42 | 2042 | \$ 235,021 | | \$ 235,021 |
| 6/25/43 | 2043 | \$ 239,251 | | \$ 239,251 |
| TOTAL | | \$ 4,868,649 | \$ (85,000) | \$ 4,783,649 |



Town of Montague Selectboard

Montague Town Hall
1 Avenue A, Turners Falls MA 01376

Kearsarge Montague BD LLC
1380 Soldiers Field Road, Suite 3900
Boston, MA 01235

March 18, 2024

Attn. Kearsarge Solar LLC, Manager
Andrew J. Bernstein, Manager

Re: Second Addendum to Solar and Energy Storage Lease

The Town of Montague, as Landlord, and Kearsarge Montague BD LLC, as Tenant, under that certain Solar and Energy Storage Lease dated as of April 13, 2020 (the “Solar and Energy Storage Lease”), acknowledge their execution this day of the Second Addendum to the lease between the Town of Montague, as landlord, and Kearsarge Montague LLC, as tenant, dated August 21, 2017 (the “Lease”), as provided for in the Second Addendum to the Solar and Energy Storage Lease dated as of July 24, 2023 (the “Solar and Energy Storage Second Addendum”) and specifying a rent reduction under the Lease, said reduction being the means by which the Town of Montague will pay a portion of the Additional Work Costs described in the Solar and Energy Storage Second Addendum.

In confirmation of the provisions of the Solar and Energy Storage Second Addendum, Landlord affirms and Tenant acknowledges that Tenant is responsible for completing all elements of the Additional Work as identified by the Massachusetts Department of Environmental Protection (“DEP”). As of the date of this letter, Tenant has completed the Additional Work, which is pending final inspection of site stabilization by DEP following the winter season.

The capitalized terms used herein have the meanings given in the lease and addendum documents referenced.

LANDLORD

Town of Montague

By its Selectboard, by its chair

Richard Kuklewicz

TENANT

Kearsarge Montague BD LLC

By: Kearsarge Solar LLC, Manager

By _____

Andrew J. Bernstein, Manager



Guidance on Host Community Agreements

February 2024

Massachusetts Cannabis Control Commission

Ava Callender Concepcion, Acting Chair

Nurys Camargo, Commissioner

Kimberly Roy, Commissioner

Bruce Stebbins, Commissioner

Debra Hilton-Creek, Acting Executive Director

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I. Purpose

This guidance document is being issued by the Cannabis Control Commission (“Commission”) to provide insight into regulations promulgated related to Chapter 180 of the Acts of 2022 (“Chapter 180”) and applicable law. The Commission seeks to support applicants, licensees, and municipalities in complying with its new regulations promulgated on October 27, 2023.

Please note that this guidance is not legal advice. If applicants, licensees, and municipalities have legal questions regarding marijuana laws in the Commonwealth, they are encouraged to consult their counsel and other applicable resources. Municipalities should also note that this guidance is subject to change if the Legislature further amends the adult-use cannabis statute, G. L. c. 94G, or the medical-use statute, G. L. c. 94I.

II. Introduction

Under G. L. c. 94G, § 4, and G. L. c. 94I, the Commission has the authority to regulate and has promulgated requirements governing the state licensure processes for the adult- and medical-use marijuana programs. In general, the Commission will not issue a license to an applicant unless (1) the applicant has submitted an application in compliance with Commission regulations¹ and (2) the Commission is not notified by the municipality that the proposed applicant is not in compliance with local ordinances or by-laws.² Additional parameters regarding licensure are listed within G.L. c. 94G, § 5 (b) (3) – (4).

Generally, a municipality can adopt a by-law or ordinance imposing “reasonable safeguards,” on licensing activities.³ This can include restrictions on the time, place, and manner of operations within its borders.⁴ However, the by-law or ordinance must not:

- conflict with the Commission’s laws, including the delivery regulations;⁵
- qualify as unreasonable;⁶ or

¹ G. L. c. 94G, § 5 (b) (1).

² G.L. c. 94G, § 5 (b) (2).

³ G. L. c. 94G, § 3 (a) (“A city or town may adopt ordinances and by-laws that impose reasonable safeguards on the operation of marijuana establishments, provided they are not unreasonably impracticable and are not in conflict with this chapter or with regulations made pursuant to this chapter”).

⁴ G. L. c. 94G, § 3 (a) (1).

⁵ These delivery regulations are included in 935 Code Mass. Regs. §§ 500.002, 500.050 (10)-(11), 500.145 and 501.145.

⁶ A town must seek approval of any by-law from the Office of the Attorney General’s Municipal Law Unit. [Municipal Law Review | Mass.gov.](#)



- be “unreasonably impracticable” which means there is an “unreasonable risk”, or there is a requirement of “such a high investment of risk, money, time or any other resource or asset that a reasonably prudent businessperson would not operate a marijuana establishment.”⁷

Under the “Local Control” provisions of G. L. c. 94G, § 3, and subject to statutory and regulatory requirements, municipalities have the authority to negotiate and enter into Host Community Agreements (“HCAs”) or HCA Waivers with license applicants, Marijuana Establishments (“MEs”) licensees and Medical Marijuana Treatment Centers (“MTCs”) (collectively, the “licensees”). Given that license applicants must navigate municipal processes before the Commission considers its license application, municipalities play an early and essential role in selecting license applicants, including whether Social Equity Businesses, Economic Empowerment Priority Applicants, and Social Equity Program Participants will be considered for licensure by the Commission and become part of the cannabis industry. Please see the Commission’s Guidance on Municipal Equity for additional information (*please note, this guidance is forthcoming*).

III. HCAs/HCA Waivers: New and Continued Operations

Municipalities must act reasonably, and in good faith, when negotiating HCA terms with license applicant and licensees that seek to operate or continue to operate within its community.⁸ The statute on HCAs, G. L. c. 94G, § 3 (d) (1), requires that:

“A marijuana establishment or a medical marijuana treatment center seeking a new license or renewal of a license to operate or continue to operate in a municipality that permits such operation shall negotiate and execute a host community agreement with that host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community, which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or medical marijuana treatment center.”

Pursuant to Chapter 180 and the previous version of G.L. c. 94G, any license applicant that seeks a new license from the Commission must first have obtained an HCA. Additionally, subject to the same laws, MEs and MTCs that want to continue to be licensed and operate in the Commonwealth require an active HCA. As part of its previous requirements, the Commission only required certification that an HCA had

⁷ G. L. c. 94G, § 1.

⁸ 935 Code Mass. Regs. § 500.180(2)(d); 935 Code Mass. Regs. §501.180(2)(d).



been executed and submission of documented proof uploaded as part of the license applicant’s initial license application. Chapter 180 and Commission regulations have provided updated requirements and responsibilities around HCAs.

On and after March 1, 2024, the Commission will require license applicants to submit their currently executed and compliant HCA—versus just a certification form—for review and certification as part of a license applicant’s initial license application. Additionally, **all licensees seeking to renew their license must also submit their currently executed and compliant HCA for review and certification as part of their license renewal application. As will be discussed in upcoming sections, an HCA Waiver may be executed and utilized in lieu of an HCA.**

IV. HCAs: Governing Rules

Essentially, HCAs are contractual agreements usually between two parties: license applicant/ licensee and the municipality (the “Parties”). The Commission is not a party to these agreements—instead, Chapter 180 has granted the authority and requires the Commission to assess and certify these agreements for compliance purposes with applicable laws and regulations. The following subsections outline elements of HCAs that are strictly required, permissible, or strictly prohibited.

HCA Provisions: Identifying Information Related to the Parties

Commission regulations require that each HCA contain certain identifying information regarding the Parties subject to the agreement. The following terms shall be included in every compliant HCA:

- Type of operations covered under the HCA (e.g., cultivation, retail, social consumption, etc.);
- Execution date of the HCA by the Parties (i.e., the date the Parties sign the HCA);
- Effective date of the HCA (i.e., the date the HCA begins to be binding to the Parties);
- Duration of the HCA (i.e., the date the HCA is ends and is no longer binding to the Parties);
- Name, signature, and title of the person authorized to enter into the HCA for the municipality; and
- Name, signature, and title of the person authorized to enter into the HCA for the license applicant or licensee.



HCA Provisions: All Stipulated Responsibilities of the Parties

The main purpose of the HCA is to ensure that the Parties understand their responsibilities to each other. Therefore, the Parties shall ensure that each HCA contains clear and specific statements of all stipulated responsibilities between them. At a minimum, the following responsibilities provisions must be included in the HCA:

- A provision requiring the municipality to annually transmit its invoice of claimed impact fees to the licensee within one (1) month of the anniversary of licensee's final license date; and
- A provision explicitly identifying any generally occurring fees to be charged by the municipality to the licensee (i.e., water and sewer fees, trash pickup fees, property tax, etc.).

As alluded to above, a municipality shall not impose unreasonable conditions. Provisions of an HCA may be presumed reasonable, found unreasonable, or additional explanation from the Parties may be sought to perform an adequate evaluation. A provision may be presumed reasonable if:⁹

- The condition is required under a municipality's local rules, regulations, ordinances, or by-laws;
- The condition has been deemed necessary to ensure public safety and proposed by the chief law enforcement authority and/or fire protection chief in a municipality with explanation and detail why the condition is necessary for public safety;
- The condition has been deemed necessary to ensure public health and proposed by the chief public health authority in a municipality with explanation and detail why the condition is necessary for public health;
- The condition is a local requirement customarily imposed by a municipality on other, non-cannabis businesses operating in the community;
- The condition is required by law;
- The condition does not conflict with other laws; or
- The condition is otherwise deemed reasonable by the Commission based on particular circumstances presented by the HCA or contracting parties.

HCA Provisions: CIFs

An HCA may also include provisions and terms regarding CIFs, however, CIFs are not mandatory and

⁹ 935 Code Mass. Regs. § 500.180(2)(e)2.; 935 Code Mass. Regs. § 501.180(2)(e)2.



may be waived by the municipality. Otherwise, the CIF provisions and terms must be structured appropriately and consistently with G. L. c. 94G, § 3 (d), 935 Code Mass. Regs. § 500, 935 Code Mass. Regs. § 501, and applicable case law.

Statutory and regulatory requirements related to CIFs shall comply with the following:

- Be Reasonably Related to the costs imposed upon the municipality by the operation of the licensee;
- Not amount to more than three (3) percent of the gross sales of the license;
- Not be effective after the license’s eighth year of operation;
- Commence no sooner than the date the license is granted a final license by the Commission; and
- Not mandate a certain percentage of total or gross sales as the community impact fee.

Please note, “Reasonably Related” means a demonstrable nexus between the actual operations of an ME or MTC and an enhanced need for a municipality’s goods or services in order to offset the impact of operations.¹⁰ Fees customarily imposed on other non-marijuana businesses operating in a municipality shall not be considered Reasonably Related.¹¹

Municipalities are encouraged to develop a process for monitoring claimed impact fees. On renewal, the municipality or licensee may seek to renegotiate the claimed impact fee if there is a reasonable basis to question whether the fee is Reasonably Related to the costs imposed upon the municipality by the licensee’s operations as required by G. L. c. 94G, § 3 (d).

Additional guidance on reporting and certification of CIFs by the Parties and the Commission is forthcoming in a separate publication.

Prohibitive Provisions and Terms of an HCA

To ensure compliance with the wording and intent of Chapter 180, the Commission has adopted policies through regulations that govern prohibitive provisions and terms of HCAs. No HCA will be certified by the Commission that contains the following provisions or terms:

- A promise to make a future monetary payment, in-kind contribution, or charitable contribution other than a Community Impact Fee (“CIF”);¹²

¹⁰ 935 Code Mass. Regs. § 500.002; 935 Code Mass. Regs. § 501.002.

¹¹ *Id.*

¹² 935 Code Mass. Regs. § 500.180(2)(k)1.; 935 Code Mass. Regs. § 501.180(2)(k)1.



- A requirement that the CIF be a certain percentage of a licensee’s total or gross sales as a term or condition;¹³
- A demand of a CIF exceeding 3% of the gross sales of a licensee as a term or condition;¹⁴
- A provision that discourages any party from bringing a civil cause of action or other legal challenge relative to an HCA or to an individual term or provision of an HCA;
- A provision that requires an applicant or licensee to make upfront payments as a condition for operating in the municipality;
- A provision waiving a licensee’s ability to dispute whether impact fees claimed by a municipality are reasonably related and properly due and payable as a CIF;
- A provision that categorically deems a municipality’s claimed impact fees to be reasonably related or that otherwise excuse a municipality from calculating impact fees based on the actual operations of a licensee;
- A provision that imposes legal, overtime, or administrative costs or any costs other than a CIF on a licensee with the exception of a licensee’s tax obligations or its responsibility for paying routine, generally occurring municipal fees;
- A provision that obligates a licensee to set aside money in an escrow, bond, or other similar account for a municipality’s use or purposes; and
- A provision including or otherwise deeming good faith estimates, unquantifiable costs, generalized expenses, or pro-rated expenses as a CIF.

The preceding items are not an exhaustive list of prohibitive provisions or terms. The Parties to an HCA are encouraged to ensure compliance by reviewing the Commission’s regulations governing prohibitive provisions or terms.

Prohibitive Acts of the Parties Regarding HCAs

In addition to the prohibitive provisions and terms that are not allowed as part of a compliant HCA, the Parties must act and negotiate in good faith. The following acts are prohibited by the Parties:

- No Party will use inducements to negotiate or execute an HCA;¹⁵
- No municipality shall negotiate or renegotiate an HCA through the use of undue influence, duress, coercion, intimidation, threats, or any strong-arm tactics including by threat of dissolution of the HCA;¹⁶

¹³ 935 Code Mass. Regs. § 500.180(2)(k)3.; 935 Code Mass. Regs. § 501.180(2)(k)3.

¹⁴ 935 Code Mass. Regs. § 500.180(2)(k)4.; 935 Code Mass. Regs. § 501.180(2)(k)4.

¹⁵ 935 Code Mass. Regs. § 500.180(2)(k)5.; 935 Code Mass. Regs. § 501.180(2)(k)5.

¹⁶ *Id.*



- No municipality may rely on other written instruments, contracts, or agreements to impose terms or conditions on a license applicant or licensee outside of an HCA; and
- No municipality may enforce a contractual financial obligation, other than a CIF, that is explicitly or implicitly a factor considered in or included as a condition of an HCA.¹⁷

HCA: **Miscellaneous Permissible Provisions and Terms**

The Parties can agree on additional provisions and terms that may vary, however, shall be compliant with applicable laws and regulations. The following is neither an exhaustive nor exclusive list, but includes potential provisions and terms of an HCA:

- [Municipality] agrees to submit to the Commission certification of compliance with applicable local ordinances and by-laws relating to the [Company]’s application for licensure and/or operations, but makes no representation or promise that it will act on any other license or permit request including, but not limited, to any permit applications submitted by the [Company] in any particular way other than in accordance with the municipality’s governing laws.
- The [Company] agrees that jobs created at the licensed premises will be made available to [Municipality] residents. [Municipality] residency will be one of several factors considered in hiring decisions at the facility but shall not be determinative and shall not prevent the [Company] from hiring the most qualified candidates and otherwise complying with all Massachusetts anti-discrimination and employment laws.
- A key-and-lock system shall not be the sole means of controlling access to the licensed premises of the [Company]. The [Company] agrees to implement a method such as a keypad, electronic access card, or other similar method for controlling access to areas in which Marijuana or Marijuana Products are kept in compliance with Commission regulations.
- In the case that the [Company] desires to relocate within [Municipality], it must first obtain approval of the new location before any relocation of the facility and comply with any requirements of the Commission for change of location.
- Termination of the HCA: The [Company] may terminate this agreement [#] days after the cessation of operations of any facility within [Municipality]. The [Company] shall provide notice to [Municipality] that it is ceasing to operate within the [Municipality] and/or is relocating to another facility outside the [Municipality] at least [#] days prior to the cessation or relocation of operations.

¹⁷ 935 Code Mass. Regs. § 500.180(2)(k)2.; 935 Code Mass. Regs. § 501.180(2)(k)2. (please see the regulations for the two exceptions to this law).



- The [Municipality] and [Company] agree to work together in support of the [Company]'s Diversity Plan and Positive Impact Plan. Additionally, the Parties agree to share data biannually on the progress or success of the stated plans.
- The [Municipality] and [Company] mutually agree that the [Municipality] will not seek or claim CIFs from the [Company] for the duration of the agreement.

V. Available Option: Utilization of the Commission's Model HCA Template

As noted above, all license applicants and licensees seeking a new license or a renewal of a license shall have an HCA that complies with the law or a compliant HCA Waiver.¹⁸

Chapter 180 granted the Commission the authority to author and provide a template agreement for license applicants, licensees, and municipalities—a Model HCA. To streamline the negotiation process, the Commission has created the Model HCA that municipalities, license applicants, and licensees can use to secure an agreement. This Model HCA template provides standardized language, potential terms, and sections that include authorized operations, safety plan, business location, compliance, annual payments, security, energy use, and equity provisions. If used properly, and not substantially modified, an HCA submitted which is determined to conform with the Model HCA will be presumed compliant.¹⁹

Proper utilization of the Model HCA can have the following potential benefits for any party:

- Fill-in-the-blank template HCA;
- Reduced consultant costs;
- Reduced time in negotiations;
- Reduced legal counsel costs;
- Less time for Commission review and response on applications; and
- An interim option for Parties that have a current, but non-compliant, HCA, so that licensees who need to renew are able to continue to operate.

VI. Available Option: HCA Waiver

One major change enacted by Chapter 180 is the explicit option of the Parties to waive the HCA requirement. Unlike other waivers governed by the Commission's regulations, this is a statutory option

¹⁸ 935 Code Mass. Regs. § 500.180(2); 935 Code Mass. Regs. § 501.180(2).

¹⁹ 935 Code Mass. Regs. § 500.180(2)(c); 935 Code Mass. Regs. § 501.180(2)(c).



provided in Chapter 180 and is subject to the consent of the Parties, not the Commission. If the Parties execute an **HCA Waiver**, the executed document shall be communicated to the Commission by the license applicant or licensee in their license or license renewal application.

As with HCAs, HCA Waivers require certain information including the following:

- Identification of the specific application or license number(s) covered by the waiver;
- Identification of the business name of the license applicant or licensee covered by the waiver;
- Name, signature, and title of the person authorized to enter into the HCA Waiver for the municipality;
- Name, signature, and title of the person authorized to enter into the HCA Waiver for the license applicant or licensee;
- The date(s) of execution by the Parties; and
- An attestation that the HCA Waiver was mutually agreed upon by both Parties and executed in good faith.

Additional relevant information regarding HCA Waivers that the Parties should be cognizant of include the following:

- An HCA Waiver constitutes a total relinquishment of the HCA requirement – the Parties cannot use both an HCA and HCA Waiver to govern their relationship and responsibilities at the same time;
- An HCA Waiver cannot contain an expiration date or conditions or be the product of inducement;
- An HCA Waiver may be executed after the execution, and in place thereof, of an HCA; and
- An HCA Waiver that is executed and recorded with the Commission remains in full force and effect until a subsequent compliant HCA is approved.

Proper utilization of an HCA Waiver can have the following potential benefits for any party:

- Fill-in-the-blank template HCA Waiver;
- Reduced consultant costs;
- Reduced time in negotiations;
- Reduced legal counsel costs;
- Less time for Commission review and response on applications; and
- An interim option for Parties that have a current, but non-compliant, HCA, so that licensees who need to renew are able to continue to operate.



VII. Commission Review and Certification of HCAs/HCA Waivers

On and after March 1, 2024, Commission staff will review and ensure compliant HCAs or HCA Waivers as part of the submission or resubmission of a new or renewal license application. **The Commission will review the applications containing the HCAs or HCA Waivers within 90 days.**

After review, if the HCA or HCA Waiver is found to be non-compliant with applicable laws and regulations, **the Commission will send a request for information and/or determination notice** to both the license applicant/licensee and the municipality containing the following information:

- Factual basis of the finding of non-compliance;
- **Parties' option to correct the non-compliance and submit an amended HCA;**
- Parties' option to submit an HCA Waiver; or
- Parties' option to execute and utilize the Commission's Model HCA on an interim basis.

New and renewal license applications will not be allowed to proceed in the licensure process unless, and until, a compliant HCA or HCA Waiver is certified by the Commission.

VIII. Equitable Relief Option

Municipalities may choose to discontinue relations with licensees but shall not do so in bad faith. Municipalities shall notify the licensee if they intend to discontinue relations. Upon receipt of this notice, the licensee may submit a **request for Equitable Relief**. The policy regarding Equitable Relief is intended to provide a possible option for licensees to continue to operate or make other business decisions without necessarily ceasing operations immediately.

Licensees seeking Equitable Relief shall submit a request to the Commission with the following:

- Identifying specific facts of the situation;
- The municipality's notice of intent to discontinue relations; and
- Any other **supporting documentation or information for seeking relief.**

The Commission will review each Equitable Relief request and may exercise its discretion to grant or deny relief. If the Commission grants relief, possible relief options that could be granted include the



following:

- Extension of the license expiration date without additional fees;
- Waiver of a change of location fee if the licensee seeks to relocate; or
- Institution of procedures for winding down operations.

IX. Complaints of Non-Compliance

The Commission may investigate any complaint alleging non-compliance with the HCA and municipal equity regulations and will take enforcement action if necessary. Failure by a municipality to correct the noncompliant conduct may result in one or more of the following:²⁰

- Issuance of sanctions pursuant to 935 Code Mass. Regs. § 500.360 and § 501.360;
- Loss of a municipality’s good compliance standing for purposes of 935 Code Mass. Regs. § 500.180(2)(g) and § 501.180(2)(g);
- Identification of a municipality’s lack of good compliance standing in a form and manner determined by the Commission; or
- Abstaining from consideration of any new license applications affiliated with a municipality until a municipality’s good compliance standing is restored.

X. Seeking Counsel, Support, and Questions

Municipalities, license applicants, and licensees are encouraged to seek legal advice from a licensed attorney with respect to municipal by-laws, requirements, and processes, as well as negotiations regarding HCAs.

Other available resources:

- The Cannabis Control Commission’s Guidance on Municipal Equity (forthcoming as of February 2024).
- Eligible applicants for licensure and licensees may qualify to receive services through the Commission’s Social Equity Program. If you are a participant in the Social Equity Program or are interested in learning more about the services offered as part of the Social Equity Program, please contact the Commission at (774) 415-0200 or email via equity@cccmass.com.

²⁰ 935 Code Mass. Regs. § 500.180(3)(d)4.; 935 Code Mass. Regs. § 501.180(3)(d)4.



- Municipalities interested in the Office of the Attorney General’s approval process for by-laws, including prior decisions, should consult [Municipal Law Unit’s website at Municipal Law Review | Mass.gov](#).
- Individuals concerned about fraud, waste, and abuse can contact the OIG’s hotline at (800) 322-1323.

For more information and resources regarding HCAs, please visit our page. If you have additional questions on these HCAs policies, please contact the Commission at Commission@CCCMass.com or (774) 415-0200.



Model Host Community Agreement Template

Disclaimer: Pursuant to M.G.L. c. 94G § 4(a), the Commission is authorized to review, regulate, enforce, and approve Host Community Agreements and to develop this Model Host Community Agreement. A Host Community Agreement submitted by a License Applicant, Marijuana Establishment, and/or Medical Marijuana Treatment Center which is determined to conform with this document will be presumed compliant with applicable laws and regulations. While this template is a contractual tool for end users, it should not be interpreted or taken as the Commission providing legal advice. Prior to executing this document, or if you have additional questions regarding the legal requirements for Host Community Agreements, you are encouraged to consult with an attorney.



HOST COMMUNITY AGREEMENT

Between

[Empty rectangular box for signature or name]

And

[Empty rectangular box for signature or name]

This Host Community Agreement (“Agreement”) is entered into and executed this

_____ day of _____, _____

by and between

_____,

a business entity certified and recorded with the Massachusetts Secretary of the Commonwealth (the “Company”) applying for and/or currently holding a license issued by the Cannabis Control Commission (the “Commission”) and the Municipality of

_____ (“the Municipality”).

WHEREAS, the Company is applying for a Commission license (the “Applicant”) and/or is currently licensed by the Commission as a Marijuana Establishment(s) or Medical Marijuana Treatment Center(s) (the “Licensee”), and is located within or plans to locate within the Municipality;

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as applicable, and such approvals as may be issued by the Municipality in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Company and the Municipality (collectively, the “Parties”) intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the Marijuana Establishment and/or Medical Marijuana Treatment Center, with such operations to be conducted in accordance with applicable zoning, laws, bylaws, or ordinances of the Municipality; and



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

1. Terms.

Where applicable, the following terms shall hold the same meaning and definitions as defined by the Commission in 935 CMR 500.000 *et seq.* and 935 CMR 501.000 *et seq.*, as applicable:

- a) **Marijuana Establishment (“ME”)** means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee), Social Consumption Establishment (as defined in 935 CMR 500.002: Social Consumption Establishment), or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center.
- b) **Medical Marijuana Treatment Center (“MTC”)** means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), Repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation, and preparation of Marijuana for medical use.
- c) **Final License** means a certificate of final licensure issued by the Commission pursuant to its authority under G.L. c. 94G.
- d) **Fiscal Year** means the time period beginning with July 1st. and end with the following June 30th.
- e) **Community Impact Fee (“CIF”)** means impact fee(s) claimed by the Municipality which have been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- f) **Claimed Community Impact Fee (“Claimed CIF”)** means impact fee(s) claimed by the Municipality which have not been certified by the Commission or ruled upon by a court



of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.

- g) **Reasonably Related** means a demonstrable nexus between the actual operations of a ME or MTC and an enhanced need for a Municipality's goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a Municipality shall not be considered Reasonably Related.

Should there be a conflict between these definitions and those contained in 935 CMR 500.000 *et seq.* and/or 935 CMR 501.000 *et seq.*, the Commission's regulations shall control. Additionally, any term used in this Agreement but not identified and defined in this section shall hold the same meaning and definition as so defined in the Commission's regulations.

2. Authorized Operations.

The Parties stipulate that this Agreement provides permission for the Company to apply for, obtain, and operate the following selected license type(s) within the Municipality:

- Medical Marijuana Treatment Center
- Marijuana Cultivator (Indoor)
- Marijuana Cultivator (Outdoor)
- Marijuana Product Manufacturer
- Marijuana Retailer
- Marijuana Microbusiness (Indoor Cultivation & Product Manufacturing)
- Marijuana Microbusiness (Outdoor Cultivation & Product Manufacturing)
- Marijuana Microbusiness (Indoor Cultivation only)
- Marijuana Microbusiness (Outdoor Cultivation only)
- Marijuana Microbusiness (Product Manufacturing only)
- Marijuana Microbusiness (with Delivery Endorsement)
- Craft Marijuana Cooperative
- Marijuana Courier
- Marijuana Delivery Operator
- Marijuana Transporter
- Marijuana Research Facility
- Independent Testing Laboratory
- Standards Laboratory



Social Consumption Establishment

3. Location.

The Parties acknowledge that the Company shall identify to the Commission a proposed location where licensed operations of the ME/MTC will occur prior to being issued a license for such operations by the Commission.

4. Compliance.

The Parties shall comply with all laws and regulations governing the operation of the license type(s) selected in Section 2, as applicable, including, but not limited to:

- a) G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as applicable, as the same may be amended from time to time, or its successor statute(s) if any.
- b) The Municipality's bylaws, local laws, ordinances, and zoning applicable to the operation of MEs/MTCs.
- c) The Company shall be responsible for obtaining from the Commission and the Municipality all licenses, permits, and approvals required for the operation of each license covered by the Agreement.
- d) The obligations of the Parties are contingent on the Company:
 1. Obtaining a Final License from the Commission for operation of a license type(s) selected in Section 2 in the Municipality and maintaining such license; and
 2. The Company's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the license type(s) selected in Section 2 in the Municipality, inclusive of zoning compliance and maintaining compliance with all conditions of said approvals.
- e) Unless the Company submits an annual update to the Municipality as to its progress to becoming operational, this Agreement shall become voidable under the following circumstances:
 1. If the Company is unable to obtain a Final License from the Commission; or
 2. If such local permits and approvals are not granted for any reason.



- f) This Agreement does not affect the authority of the Municipality to issue or deny permits, licenses, or other approvals under the statutes and regulations of the Commonwealth, or the bylaws, local laws, zoning, and ordinances of the Municipality. Nor does this Agreement affect the Municipality's ability to enforce any applicable law.
- g) The Parties to this Agreement shall work in good faith to effectuate the purposes of this Agreement.

5. Annual Payments Responsibilities.

The Parties agree to the following provisions regarding annual payments responsibilities:

- a) **CIF**
 - 1. There may be additional expenses and impacts including but not limited to impacts on the Municipality's infrastructure systems, law enforcement, and fire protection services, as well as unforeseen expenses and impacts on the Municipality that are Reasonably Related to the operation of the ME(s)/MTC(s).
 - 2. To mitigate Reasonably Related expenses and impacts, the Company shall pay a CIF to the Municipality.
 - 3. The Municipality shall not explicitly or implicitly require the Company to make a promise of upfront or future monetary payments, in-kind contributions, or charitable contributions to the Municipality, notwithstanding the CIF payment provision allowed under G.L. c. 94G, § 3.
 - 4. A Claimed CIF or CIF shall not exceed three percent of the gross sales of the Company, nor be calculated on a certain percentage of the Company's sales.
 - 5. The Municipality shall not attempt to collect Claimed CIFs or CIFs relating to any operations occurring prior to the date the Company is granted a Final License by the Commission for any ME/MTC license(s) covered under this Agreement.
 - 6. The Municipality shall not attempt to collect Claimed CIFs or CIFs from the Company that has held a Final License for more than nine (9) years for a particular ME(s)/MTC(s).
 - 7. The Company shall notify the Municipality within five (5) business days of the



issuance of a Final License to the Company by the Commission for any license covered under this Agreement. Additionally, the Company shall notify the Municipality within five (5) business days of the issuance of a renewal of a license to the Company by the Commission for any license covered under this Agreement.

8. The Municipality shall provide an annual itemized invoice of Claimed CIFs claimed by the Municipality that are Reasonably Related to the operations of the Company within one (1) month of the anniversary of the date the Company receives or received a Final License from the Commission for each license held by the Company located within the Municipality, if more than one. All subsequent, one-year invoice periods shall be consistent with the anniversary of the Company's Final License date(s). Failure to provide said invoice within the prescribed time shall result in the Municipality forfeiting any Claimed CIF or CIF it may have been entitled to for the applicable year of the Company's operation.
9. The Municipality's itemized invoice shall specifically describe how the Claimed CIFs were spent, including a line item for each good or service charged, and a statement of its cost, purpose, and relation to the Company's particular operations.
10. The Company shall annually pay any undisputed Claimed CIF or CIF no later than the end of the current Fiscal Year or within 90 days of the date of the Commission's certification of the CIF, whichever is later.
11. The Company shall not be required to pay a Claimed CIF or CIF while the Claimed CIF or CIF is the subject of a nonfrivolous legal dispute either through the Commission's administrative hearing process or before a court of competent jurisdiction.

b) Waivers of CIF

A Municipality may not assess Claimed CIFs or CIFs or may choose to not collect either in a particular year. Any such election shall not operate as a waiver of the Municipality's rights under this Agreement to collect a CIF in subsequent years.

c) Generally Occurring Fees

Generally occurring fees are those fees customarily imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include, but are not limited to, sewer and water connection, and waste collection. The Municipality now affirms the following list of expected Generally



Occurring Fees the Company will be required to pay:

| |
|--|
| |
|--|

The Company concurs and consents to the stated list of Municipality’s expected Generally Occurring Fees provided herein.

d) Local Taxes

Property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable taxes for that property shall be paid directly by the appropriate property owner.

e) Other Taxes

Notwithstanding any previously identified provisions, the Company acknowledges and affirms its obligation to pay any and all fees associated with sales tax, excise tax on Marijuana and Marijuana Products, or other taxes or fees otherwise provided for in G.L. c. 94G, G.L. c. 64H, and G.L. c. 64N.

6. Security.

- a) The Company shall maintain security at its ME(s)/MTC(s) in accordance with the security plan presented to the Municipality. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of MEs/MTCs, as applicable, and the security thereof.
- b) The Company shall comply with all Commission and the Municipality security requirements as promulgated by state law, regulation, local law, ordinance, or bylaw.

7. Energy Usage.

The Company shall comply with the Commission’s energy regulations provided in 935 CMR 500.105(1)(q), 935 CMR 500.105(15), 935 CMR 500.120(11), 935 CMR 500.130,



et seq., and, if applicable, comparative medical regulations.

8. Diversity, Equity, and Local Opportunities.

- a) The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.

- b) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses for employment, supplier services, and/or vendor services from areas defined as Areas of Disproportionate Impact by the Commission.

- c) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses identifying as, as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people.

9. Effective Date, Term, and Termination.

- a) This Agreement shall be in full force and effect beginning on _____.

- b) This Agreement shall terminate on _____.

- c) At the conclusion of the term of this Agreement, the Parties may negotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Alternatively, the Parties may negotiate and execute an HCA Waiver.

10. Notice of Discontinuance of Operations.

- a) The Municipality shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Municipality’s intention to discontinue relations with reasonable advanced notice that shall be no less than _____ business days.

- b) This Agreement shall be void in the event that the Company ceases operations of its Marijuana Establishment in the Municipality for a period of greater than 60 days without substantial action to reopen or relocate such operations outside of the Municipality. The Company shall provide notice to the Municipality no less than 90 days prior to cessation



or relocation of operations.

11. Governing Law and Severability.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby, unless one or both Parties would be substantially or materially prejudiced.

12. Confidentiality.

The Parties agree that all records in the possession of the Municipality are governed by G.L. c. 66, § 10, the Public Records Law.

13. Amendments/Waiver.

The Parties may make amendments to this Agreement or waive its terms only by a mutually executed written agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced.

14. Successors/Assignees.

This Agreement is binding upon the Parties hereto, their successors, assignees and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without:

15. 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.

16. Signatures.

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature. The individuals signing below have full authority to do so by the entity on whose behalf they have signed.

17. Notices

Except as otherwise provided herein, any notices, consents, demands, requests, approvals,



or other communications required or permitted under this Agreement shall be made:

Identified Address(es) for the Municipality:

Identified Address(es) for the Company:

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

MUNICIPALITY OF _____

Duly Authorized Representative Name: _____

Duly Authorized Representative Title: _____

Duly Authorized Representative Signature: _____

Date of Signature: _____

COMPANY: _____

Duly Authorized Representative Name: _____

Duly Authorized Representative Title: _____

Duly Authorized Representative Signature: _____

Date of Signature: _____

