

**MONTAGUE SELECTBOARD MEETING  
VIA ZOOM  
Monday, July 1, 2024 AGENDA**

**Join Zoom Meeting:** <https://us02web.zoom.us/j/81807341888?>

**Meeting ID:** 818 0734 1888 **Passcode:** 331680 **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. 6:00PM Selectboard Chair opens the meeting, including announcing that the meeting is being recorded and roll call taken
2. 6:00 Approve Minutes: Selectboard Meeting June 17, 2024
3. 6:02 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. 6:04 **Flower Power Growers Inc.**
  - Execute revised Host Community Agreement with Flower Power Growers Inc.
- 5.6:15 **Personnel Board**
  - Department of Public Works Superintendent Hiring Committee Updates. Recommendation of finalist candidates, Samuel Urkiel and Hannah Tustin
  - Topics not anticipated in the 48 hour posting

**OTHER**

**Next Meeting:**

Selectboard, Monday, July 8, 2024 at 6:30 PM, 1 Avenue A, Turners Falls and via ZOOM.

TOWN OF MONTAGUE, MASSACHUSETTS  
AND FLOWER POWER GROWERS INC.

**HOST COMMUNITY AGREEMENT**  
**FOR THE SITING OF A CULTIVATION AND PRODUCT MANUFACTURING**  
**ESTABLISHMENT**

THIS CULTIVATION HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this 1st day of July 2024, by and between Flower Power Growers, Inc., a Massachusetts Corporation with a principal office address of 180 Industrial Blvd. Turners Falls, MA 01376 (the “Company”), and the Town of Montague, a Massachusetts municipal corporation with a principal address of 1 Avenue A, Turners Falls, MA 01376 (the “Town”), acting by and through its Selectboard in reliance upon all of the representations made herein (the Company and Town collectively, referred to as the “Parties”).

WHEREAS, the Town and the Company entered into a Host Community Agreement, dated January 11, 2020 (the “HCA”), to locate and operate a marijuana cultivation establishment, and marijuana product manufacturer establishment (collectively and individually, the “Facility”) at the property known as 180 Industrial Boulevard, Turners Falls, Massachusetts;

WHEREAS, the Company has since established a Tier 3, Indoor, Marijuana Cultivation and Product Manufacturing Facility at the property, and was issued a final license for such operations by the Massachusetts Cannabis Control Commission on June 9, 2022;

WHEREAS, the Company commenced operations at the Facility on October 19, 2023 and wishes to continue operations in the Town;

WHEREAS, Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”), amends G.L. c. 94G, §3 relative to host community agreements and community impact fees effective November 9, 2022;

WHEREAS, the Company has agreed upon the provisions of a Special Permit with Site Plan Review #2020-05 that was granted by the Montague Planning Board and filed with the Montague Town Clerk on December 1, 2020;

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 Town in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Cannabis Control Commission issued a Host Community Agreement Determination on June 7, 2024 dictating substantial changes were required to the Host Community Agreement between the Town and the Company dated January 11, 2020, with such required changes being incorporated herein;

WHEREAS, the Company and the Town 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 existing Marijuana Cultivator and Marijuana Product Manufacturer; with applicable zoning, laws, bylaws, or ordinances of the Municipality.

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 Parties 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. Community Impact Fees (CIF)**

Intentionally omitted.

**3. Generally Occurring Fees**

Generally occurring fees are those fees which may customarily be imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include but may not be limited to those fees enumerated in Attachment A: List of Taxes and Generally Occurring Fees. The Company concurs and consents to the stated list of Municipality's expected Generally Occurring Fees as may be applicable and is provided herein.

The Company acknowledges and agrees that it is responsible for other taxes and fees that may be imposed by the Turners Falls Fire and Water District, including but not necessarily limited to real estate and personal property taxes, user fees, and inspection and other fees.

**4. Local Concerns**

The Company agrees to employ reasonable 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 Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting(s) relative to the operation of the Establishment. In addition, at the request of the Selectboard, the Company shall hold community forums for discussion with neighboring residences and businesses owners in order to address community feedback and neighborhood concerns with respect to the operation of the Establishment; the Company shall establish or update its written policies and procedures to address concerns raised. Said written policies and procedures shall be presented to the Selectboard and reviewed annually by the Board as part of the Company's annual report to ensure compliance with the policies and procedures and to address any further impacts requiring mitigation. The policies and procedures addressing community impact mitigation adopted by the Company and presented to the Selectboard shall be

incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

The Company further agrees and acknowledges that in the event the Town receives five (5) or more complaints from citizens within any three (3) month period relative to the failure to mitigate conditions relative to the operation of the Establishment, the Company shall be required to meet with the Selectboard if requested by the Town, which may require that additional mitigation measures be taken, at the Company's sole expense, to address the specific nature of the complaints to the satisfaction of the Board.

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance, in the opinion of the Selectboard, to surrounding properties. The Company shall develop an odor mitigation plan and submit the plan to the Town for approval, such approval not to be unreasonably withheld. At a minimum, the Company agrees to implement a dual odor control system at the Establishment. This system will include: (i) an internal building air scrubbing system designed to continuously remove volatile compounds from the greenhouse air during periods of closed (non-actively vented) operations, and (ii) an active vapor control system desired to neutralize odors from ventilation emission points when greenhouse is ventilation is in use. The Company shall ensure proper maintenance of all odor mitigation equipment.

Complaints received by the Town concerning odors leaving the Establishment that are detectable at abutting properties must be addressed thoroughly and expediently by the Company. The Company agrees to undertake an internal investigation and report its findings and proposed corrective actions within seven (7) days of receipt of odor complaints. The Company agrees and acknowledges that in the event that the Town receives five (5) or more complaints from citizens, within any three (3) month period, with respect to odor impacts that have not been adequately mitigated in relation to the operation of the Establishment, the Company shall be required to meet with the Selectboard, which may require that additional mitigation measures be taken at the Company's sole expense including, but not limited to, having its odor prevention mechanism and technologies reviewed and assessed by Independent Engineer, to address the specific nature of the complaints to the satisfaction of the Selectboard.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, or the conditions of the Special Permit and/or Site Plan Approval, with respect to odor violations.

## **5. Local Opportunities**

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.

## **6. Security**

Company shall coordinate with the Montague Police Department and the Turners Falls Fire District in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Company will maintain a cooperative relationship with the Montague Police Department, including but not limited to, periodic meetings to review operational concerns and communication to Montague Police Department of any suspicious activities on the site.

## **7. Duration and Termination**

This Agreement shall continue in effect for a term of eight (8) years from the date that the Company first commenced operations at the Facility unless terminated in accordance with the following provisions.

The Town may terminate this Agreement for cause by providing written notice to the Company in the event that: (i) Company with substantial willful or gross negligence violates any laws of the Town or the Commonwealth with respect to the operation of the Facility, and such violation remains uncured for thirty (30) days following the Town's issuance to the Company of written notice of such violation; (ii) there is any other material breach of the Agreement by the Company, which breach remains uncured for thirty (30) days following the Town's issuance to Company of written notice of such violation; or (iv) the Company's license is revoked by the Commission.

In the event of termination of this Agreement, the Company shall immediately cease all operations at the Facility. 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.

## **8. Surety/Closure and Clean-Up**

In the event the Company ceases operations at the Facility for a period greater than sixty (60) days with no substantial action taken to reopen, the Company shall remove all growing materials, plants, chemicals or hazardous materials, and cannabis paraphernalia from the Facility within one-hundred-twenty (120) days of such cessation. The Parties acknowledge that the failure to remove said materials in their entirety and within the timeframe set forth herein will cause actual damage to the Town, which damages are difficult or impracticable to calculate. Thus, in the event that such materials are not removed within said timeframe, the Company shall pay to the Town as liquidated damages, and not as a penalty.

## **9. Community Support**

The Company in its sole discretion, may donate funds to local community initiatives in the Town as a good corporate citizen at any time it wishes. Such donations of volunteer time or money shall not be required, however, as obligations to the Town under this Agreement or otherwise.

**10. Additional Obligations**

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

This Agreement is binding upon the Parties, their successors, assigns, and legal representatives. The Company shall not assign, or otherwise transfer or delegate its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the Town, which consent shall not be unreasonably withheld. In exercising its discretion, the Town may require that the assignee, transferee or successor entity submit all information deemed relevant to such transaction by the Town and reserves the right to require such additional information as the Town deems necessary.

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) any other change in majority ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment that requires approval by the Commission.

**11. Notice Requirements**

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 Administrator  
Town of Montague  
1 Avenue A  
Turners Falls, MA 01376

With a copy to: Carolyn M. Murray, Esq.  
Town Counsel  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> Floor,  
Boston, MA 02110

To Company: Ezra Hagerty CEO  
Flower Power Growers, Inc.  
180 Industrial Blvd.  
Turners Falls, MA 01376

**12. Indemnification**

Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, and causes of actions arising out of Company's breach of this Agreement or the gross negligence or misconduct of Company, or Company's agents or employees.

**13. Severability**

If any term or condition of this HCA 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 HCA shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.

**14. Governing Law**

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

**15. Representation of Authority**

Each party hereto represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Amendment, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which the Company is a party or by which the Company may be bound or affected.

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Amendment on behalf of the Party for which he or she signs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this \_1st\_ day of \_July\_, 2024.

**TOWN OF MONTAGUE  
SELECTBOARD**

**Flower Power Growers, Inc**

\_\_\_\_\_  
Richard Kuklewicz, Chair

\_\_\_\_\_  
Ezra Hagerty, CEO

\_\_\_\_\_  
Matthew Lord, Vice Chair

\_\_\_\_\_  
Christopher Boutwell, Clerk

## **Attachment A: List of Taxes and Generally Occurring Fees**

Real Estate Taxes

Personal Property Taxes

Tax and Sewer Demand Fees

Sewer User Fees, Which May Include Industrial User Surcharges

Community Preservation Act tax (Not Currently Adopted)

Cannabis Retail Sales Excise Tax

Motor Vehicle Excise Tax

Boat Excise Tax

Meals Excise Tax

Multiple fees charged to excise tax if they go to the deputy collector (driven by MGL Chapter 60 Section 15)

Tax Title Fees (again driven by MGL)

Building Permit Fees

Special Permit and ANR Fees

Health Fees (inspections, non-compliance, vendor fees for events with food trucks, etc.)

Alcohol/Common Victualers/Entertainment Licenses or Permits

Municipal Lien Certificate Fees

Returned Check Fees

Assessors' Fees (for non-compliance with providing personal property information)

Accident Report Fees (charged by police for insurance companies)

Transfer Station Disposal Fees

Betterment Fees (None Presently, for Defined Geographies)