

HOST COMMUNITY AGREEMENT
BETWEEN
SUGARLOAF MAYNARD, LLC
AND
THE TOWN OF MAYNARD

This HOST COMMUNITY AGREEMENT FOR MARIJUANA RETAILERS ("Agreement") is entered into pursuant to M.G.L. c. 94G, sec. 3(d) on this 26th of January, 2021 by and between **Sugarloaf Maynard, LLC**, a Massachusetts limited liability company having a principal business address of 25 Nason Street Maynard, MA 01754 ("OPERATOR") and the **TOWN OF MAYNARD**, a Massachusetts town with a principal address of 195 Main Street, Maynard, MA 01754, by and through its Board of Selectmen or its designee ("TOWN").

WHEREAS, On November 8, 2016, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for adult use through Chapter 334 of the Acts of 2016, an Act for The Regulation and Taxation of Marijuana; and

WHEREAS, On July 28, 2017, Governor Baker signed the General Court's revised law on the subject, "An Act to Ensure Safe Access to Marijuana" adopted as Chapter 55 of the Acts of 2017 (the "Act"); and

WHEREAS, Massachusetts, acting through the Cannabis Control Commission ("CCC") implemented regulatory framework for the regulation of the adult use of marijuana establishments through 935 CMR 500.000 et. seq. on March 23, 2018 ("CCC Regulations"); and

WHEREAS, a marijuana retailer as defined in the CCC Regulations, means an entity licensed to purchase and transport cannabis or marijuana product from Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers ("Marijuana Retailer"); and

WHEREAS, OPERATOR seeks licensure and other approvals as a Marijuana Retailer to locate and operate a Marijuana Retailer in the TOWN at 25 Nason Street, Maynard, MA 01754, more particularly described as "Unit 1" on the plan attached hereto and incorporated herein as Exhibit A, with such plan be subject to the approval by the CCC and any and all other local boards, committees or commissions with jurisdiction, (the "Facility"), in accordance with applicable CCC regulations and such approvals as may be issued by the TOWN, by its designated officers, boards and/or commissions, in accordance with its Zoning Bylaw and other applicable regulations in effect at the time that the CCC deems that the OPERATOR's application is complete; and

WHEREAS, OPERATOR intends to provide certain benefits to the TOWN upon receipt of CCC licensure to operate as a Marijuana Retailer in the TOWN and upon receipt of all required local approvals to do so; and

WHEREAS, OPERATOR and TOWN agree that the OPERATOR's Marijuana Retail business will impact TOWN resources in ways unique to such businesses and will uniquely draw upon TOWN resources such as TOWN's road system, law enforcement, fire protection services, inspectional and permitting services, public health services in a manner not shared by the general population and shall cause additional unforeseen impacts upon the TOWN; and

WHEREAS, M.G.L. c. 94G, §3 (d) requires "that a marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the 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 a medical marijuana treatment center"

NOW, THEREFORE, in consideration of the above and the mutually agreed promises contained herein, the OPERATOR and the TOWN agree as follows:

1. **Licensure:** All rights and obligations under this Agreement are expressly conditioned upon the OPERATOR's receipt of a license from the CCC allowing the operation as a Marijuana Retailer within TOWN and upon OPERATOR's obtaining all local approvals for the same. The required Special Use Permit, if and when issued, shall be appended to this Agreement. If OPERATOR fails to secure licensure from the CCC or any required local approvals, this Agreement shall be null and void and the proposed business shall not be permitted.
2. **Compliance and Cooperation:** OPERATOR shall comply with all state laws, regulations and orders applicable to Marijuana Retailers, and all municipal laws, bylaws, regulations and orders applicable to the operation of Marijuana Retailers in TOWN, such provisions being incorporated herein by reference.
 - a. OPERATOR shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of Marijuana Retailers and shall work cooperatively and in good faith with the TOWN in securing the prompt and efficient siting, planning, permitting and preparation for opening as a Marijuana Retailers.
 - b. OPERATOR agrees and understands that the TOWN's execution of this Agreement does not constitute a local approval under the TOWN's zoning bylaws or any other TOWN bylaw or regulation and, thus, shall not: (i) require or obligate the TOWN or its departments or boards to issue such permits and approvals as may be necessary for the OPERATOR to operate as a Marijuana Retailer in the TOWN; (ii) affect, limit, or control the authority of TOWN boards, commissions, councils, and departments from carrying out their respective powers and duties to decide upon and to issue, deny, or otherwise act on

applicable permits and other approvals under the laws and regulations of the Commonwealth, or the TOWN's bylaws and regulations; or (iii) cause the TOWN to refrain from enforcement action against the OPERATOR for violations of the terms and conditions of such permits and approvals, or such laws, regulations and/or bylaws.

3. **Community Impact Fee:** For the operation as a Marijuana Retailer, the OPERATOR shall pay a community impact fee as allowed by M.G.L. c. 94G, § 3 (d) ("Impact Fee") in the amounts and under the terms provided herein. OPERATOR shall pay 3% of Gross Sales due as follows:
 - a. The OPERATOR shall make quarterly payments to the TOWN in an amount equal to three percent (3%) of the gross quarterly sales of adult-use cannabis and cannabis products.
 - b. The first quarterly payment shall be made within thirty (30) days of the close of the first fiscal quarter following commencement of operations.
 - c. Subsequent quarterly payments shall be due within thirty (30) days of the end of the OPERATOR's preceding fiscal quarter throughout the term of the HCA.
 - d. In the event of a relocation out of the TOWN, an adjustment of the Impact Fee due to the TOWN shall be calculated based on the period of occupation of the Facility with the TOWN, but in no event shall the TOWN be responsible for the return of any Payment or portion thereof already provided to the TOWN by the Company.
4. **Impact Fees Relative to Town Costs:** Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment or medical marijuana treatment center ..." ("Town Costs"). Notwithstanding the foregoing, the Parties acknowledge the difficulty in computing actual Town Costs and have agreed to Impact Fee schedule above in lieu of attempting to determine actual Town Costs incurred. OPERATOR acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, OPERATOR acknowledges that the payments due under this Agreement are reasonably related to Town Costs.
5. **Impact Fees as Other Municipal Charges.** Impact Fees are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of OPERATOR or agent thereof if OPERATOR'S name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills. Written notice must be given to OPERATOR by the Tax Collector, as required by applicable provision of law, and OPERATOR must be given the opportunity

for a hearing not earlier than fourteen (14) days after said notice together with a right to cure.

6. **Application of Impact Fee:** OPERATOR expressly acknowledges and agrees that the TOWN is under no obligation to use the payments made hereunder in any particular manner or for any particular purpose.
7. **Accounting and Review.** OPERATOR shall submit a letter certified as accurate by its Chief Financial Officer to the TOWN not later than thirty days (30) days after the end of the OPERATOR's preceding fiscal quarter with a certification of the gross sales for said quarter. Within forty-five (45) days after the end of OPERATOR's fiscal year, OPERATOR shall submit a certified statement of the gross sales by quarter for the subject fiscal year, as certified by OPERATOR's outside Public Accountant.

OPERATOR shall maintain its books, financial records and other compilations of data pertinent to the requirements of this Agreement in conformance with generally accepted accounting principles and the regulations or guidelines of the CCC. All records shall be retained for a period of at least seven (7) years. Records and images may be stored electronically and need not be maintained as hard copies or in original form.

So long as this Agreement is in effect and for a period of three (3) years thereafter, the TOWN shall have the right to examine those portion(s) of OPERATOR's books and financial records which relate to determination of the sum of the Payments. Examinations may be made upon not less than thirty (30) days prior written notice from the TOWN and shall occur only during normal business hours at such place where said books and financial records are maintained. The TOWN's examination as aforesaid, shall be conducted in such manner as to not interfere with OPERATOR's normal business activities.

In the event that the Parties disagree to the accuracy of the certification of the OPERATOR's quarterly sales, the TOWN may conduct an examination of such sales at the expense of the TOWN. If, after such examination and re-computation, an additional fee or payment is owed to the TOWN, the OPERATOR shall reimburse the TOWN for the reasonable cost of the examination, such an amount not to exceed the re-computation reimbursement.

8. **Payment as Condition of Operation, Default and Remedy.** Payment as set forth above is necessary for OPERATOR's continued operation in the TOWN. Failure to make the required payments as scheduled and a failure to cure the failure to pay within ten (10) days of the due date, shall constitute default of this Agreement and may serve as cause for TOWN's immediate review, upon ten (10) business days' notice to OPERATOR by the Board of Selectmen. OPERATOR shall be in default of this Agreement if any of the following occur:

- a. OPERATOR fails to make the required payments pursuant to Section 3 above, and such failure is not cured within ten (10) business days of written notification from TOWN; or
- b. OPERATOR fails to begin operations within two (2) years of the date of execution of this Agreement, unless OPERATOR receives approval from the Board of Selectmen, in its sole discretion, to extend the time for compliance with this Section. Any additional extensions shall be subject to further approval of the Board of Selectmen.
- c. OPERATOR breaches any other provision of this Agreement, and such failure is not cured within thirty (30) days of written notification from TOWN.

As remedy for any such default, the TOWN may, among other remedies, revoke or limit the permission of the OPERATOR to operate in the TOWN and to issue an order to cease and desist with all operations upon such written notice from the TOWN. Payment means any payment paid from the OPERATOR to the TOWN pursuant to the terms of this Agreement. The TOWN's costs of enforcing against any such default, including the TOWN's attorneys' fees, shall be paid by the OPERATOR.

9. **Reporting:** OPERATOR shall provide the TOWN with all copies of its publicly available filings to the Cannabis Control Commission, Secretary of the Commonwealth's Corporations Division, and the Massachusetts Department of Revenue, as requested.
10. **Confidentiality:** To the extent permitted by M.G.L. c. 66, § 10, (the "Public Records Law") OPERATOR may provide to the TOWN certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to OPERATOR, its affiliates and operations (collectively, the "Confidential Information"). TOWN (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by the Massachusetts Public Records Law or order of the Supervisor of Records thereunder; or as may be required by a court order or other applicable law. To the extent, the address of Facility's retail facilities and any documents describing, depicting or otherwise outlining a licensee's security schematics or global positioning system coordinates, physical layout, as well as policies, procedures, practices, and plans pertaining to security are exempt from M.G.L. c. 66, the TOWN (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose said information to any person or entity, except as may be required by the Massachusetts Public Records Law or order of the Supervisor of Records thereunder; or as may be required by a court order or other applicable law. TOWN shall forthwith notify OPERATOR of an intended disclosure with sufficient advance notice in order to

allow OPERATOR fair opportunity to seek a protective order from a court, should OPERATOR elect to so pursue.

11. Local Taxes: OPERATOR shall not object or otherwise challenge the taxability of its real or personal property, as long as the valuation is fair and reasonable and consistent with other commercial properties within the TOWN and shall not seek a non-profit exemption from paying such taxes and that, notwithstanding the foregoing, in the event the OPERATOR files as a non-profit:

- a. any real or personal property owned or operated by OPERATOR is determined to be non-taxable or partially non-taxable, or
- b. the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, or
- c. OPERATOR is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then

OPERATOR shall pay to the TOWN an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the Impact Fee made by OPERATOR under this Agreement. The OPERATOR shall not request any tax credits or subsidy from the TOWN for the Facility including, but not limited to, any request for a tax exemption or abatement as a non-profit entity and shall not object or otherwise challenge the taxability of its entity and shall not object or otherwise challenge the taxability of the Facility.

OPERATOR understands that the Town has accepted G.L. c. 64N, § 3, allowing a local sales tax on all retail sales of marijuana and marijuana products by a Marijuana Retailer and agrees to collect and remit the same.

12. Other Payments. Sugarloaf Maynard, LLC anticipates that it will make annual purchases of water, and sewer from all local government agencies. Sugarloaf Maynard, LLC will pay any and all fees associated with the local permitting of the Sugarloaf Maynard, LLC Maynard Marijuana Establishment

13. Term: The term of this Agreement shall be approximately five years from the close of the first quarter following commencement of operations and concluding when the twentieth (20th) quarterly Impact Fee is paid to the TOWN by the OPERATOR, unless sooner terminated by:

- a. revocation of OPERATOR's license by the CCC; or

- b. revocation of OPERATOR's license by the Board of Selectmen; or
- c. revocation of OPERATOR's special permit or other local permit or license; or
- d. OPERATOR's voluntary or involuntary cessation of operations; or
- e. the TOWN's termination of this Agreement for breach of the conditions contained herein that remain uncured sixty (60) days from the date of notice of such breach.

14. Renegotiation/Applicability: The terms of this Agreement shall continue in full force and effect unless the parties reach accord on a subsequent agreement, provided, however, that in no event shall OPERATOR be permitted to continue to operate its Facility after termination as set forth in Sections 8 and 13 above. Six (6) months prior to the end of the term of this Agreement, the parties shall negotiate in good faith a successor agreement, inclusive of Community Impact Fees, to the extent permitted by law.

15. Security and Public Safety: The OPERATOR shall work with the TOWN's Police Department and the TOWN's Fire Department to determine the placement of interior and exterior security cameras. OPERATOR will maintain a cooperative relationship with the Police Department and the Fire Department, including but not limited to meetings no less than every 4 months to review operational concerns, cooperation in investigations, and communication to Police Department of any suspicious activities on or in the immediate vicinity of the site. Such camera(s) locations may be altered by the CCC during their security and architectural review process.

16. No Shared Premises. Subject to approval by the CCC and any and all other local boards, committees or commissions with jurisdiction, the Facility shall not share any portion of the premises described as Unit 1 in Exhibit A with any other tenant of the building located at 25 Nason Street. This includes but is not limited to any common bathrooms, areas of ingress or egress, community or break rooms. Unit 1 shall be secured from access to the Premises by permanent walls and exterior grade doors.

17. Approval of On-Site Manager: The OPERATOR shall provide to the TOWN, for review and approval, the information set forth in 935 CMR 500.101(1)(b), of the person proposed to act as on-site manager of the OPERATOR's Facility which submittal shall include authorization to perform a criminal offender record information (CORI) check. Within thirty (30) days of its receipt of the information set forth in 935 CMR.500.101(1)(b), the TOWN shall, in consultation with the Police Chief determine whether the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. Said approval shall be considered unreasonably denied if the TOWN denies such approval and the CCC has approved said on-site manager pursuant to the Regulations. Notwithstanding the foregoing, if TOWN does not provide confirmation or rejection of the proposed on-site manager within thirty (30) days, the on-site manager of the OPERATOR's Facility shall

be deemed approved by TOWN. This approval process shall also apply to any change of on-site manager.

- 18. Prevention of Diversion:** The, OPERATOR shall work with the TOWN's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the sales commencement date. Such plan will include, but is not limited to, (i) training employees to be aware of, observe, and report any unusual behavior in OPERATOR's Facility employees that may indicate the potential for diversion; (ii) strictly adhering to CCC Regulations as to certification amounts and time periods; (iii) utilizing seed-to-sale tracking software to closely track all inventory. Failure to adhere to such plan following written notice of such failure shall constitute a default of this Agreement. In all such circumstances, the OPERATOR, shall be permitted thirty (30) days to cure any such failure.
- 19. Emergency Response Information:** OPERATOR shall file a satisfactory security and traffic management plans and emergency response plan with the TOWN's Police Chief and Fire Chief which includes: (i) A description of the location and operation of the security system, including the location of the central control on the premises; (ii) a schematic of security zones; (iii) the name of the security alarm company and monitoring company, if any; (iv) a floor plan or layout of the facility identifying all areas within the facility and grounds, including support systems and the internal and external access routes; (v) the location and inventory of emergency response equipment and the contact information of the emergency response coordinator for the Facility; (vi) the location of any hazardous substances and a description of any public health or safety hazards present on site; (vii) a description of any special equipment needed to respond to an emergency at the Facility; (viii) an evacuation plan; (ix) any other information relating to emergency response as requested by the Maynard Fire Department or the Maynard Police Department; and (x) the location of security cameras within and outside of the Facility.
- 20. On-Site Consumption Prohibited:** OPERATOR agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the Facility.
- 21. Community Impact Hearing Concerns:** OPERATOR agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at OPERATOR'S required Community Outreach Meeting relative to the operation of the Facility.
- 22. Hours of Operation:** OPERATOR shall comply with the hours of operation as determined by the Board of Selectmen as the license authority Chapter 39 of the General Bylaws.

23. Retail Sales Prohibitions:

- A.** OPERATOR shall be prohibited from operating any displays as prohibited by the CCC or its regulations.
- B.** OPERATOR shall be prohibited from operating self-service displays, which includes any display from which customers may select marijuana or a marijuana-infused (e.g. THC) products without assistance from the OPERATOR.

C OPERATOR further shall be prohibited from operating vending machines, which includes any automated or mechanical self-service device, which upon insertion of money, tokens or any other form of payment, dispenses or makes marijuana or a marijuana products.

D. OPERATOR shall be prohibited from the sale or distribution of edible marijuana products in any form other than an original factory-wrapped package, including the repackaging or dispensing of any edible marijuana products for retail sale.

24. Access to Premises: Operator shall comply with CCC regulations and location regulation regarding the age of persons permitted on the premises

25. Local Hiring: To the extent that such a practice and its implementation are consistent with federal and state laws and regulations, OPERATOR will work in a good faith, legal and nondiscriminatory manner to give reasonable preference in the hiring of employees for its Facility to qualified Maynard residents. OPERATOR will endeavor to hire local, qualified employees to the extent consistent with law and with the demands of OPERATOR's business. OPERATOR will endeavor in a good faith, legal and non-discriminatory manner to use local vendors and suppliers where possible.

26. Assignment: OPERATOR shall not assign or transfer this Agreement, in whole or in part, or grant any license, concession or permission therein without prior approval of the TOWN. OPERATOR shall provide the TOWN thirty (30) days' prior written notice of its intent to assign or transfer. If this Agreement shall be so assigned or transferred, TOWN shall be entitled to a reasonable payment to cover its costs of due diligence and review of the proposed assignee or transferee, and to continue to receive Impact Fees and any and all other payments due under this Agreement from such assignee or transferee. No such assignment or transfer shall be deemed a waiver or release of the assignee or transferee from full performance hereunder, and the Agreement shall be binding upon any such assignee or transferee. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

27. Limitation on Operations: The OPERATOR acknowledges and agrees that this Agreement covers the operation of the facility under the full use of the OPERATOR's Marijuana Retailer license and no other business enterprise shall be undertaken at the facility absent express agreement of the TOWN.

28. Closure and Clean-Up: In the event the OPERATOR ceases operations at the facility, the OPERATOR shall remove all materials, marijuana and marijuana products, equipment and other paraphernalia within thirty (30) days of ceasing operations. To ensure the same, the OPERATOR shall provide documentation of a bond or other resources held in an escrow account naming the TOWN in an amount sufficient to adequately support the dismantling and winding down of the facility. The parties acknowledge that the failure to remove controlled materials (e.g. THC products) in their entirety and within the timeframe set forth as set forth herein will cause actual damage to the TOWN, which damages are difficult or impracticable to calculate. Thus, the OPERATOR shall pay to the TOWN as liquidated damages, and not as a penalty, an amount equal Five Thousand (\$5,000) Dollars.

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

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

31. Retention of Regulatory Authority: By entering into this Agreement, TOWN does not waive any enforcement rights or regulatory authority it currently holds over any business in TOWN.

32. Notice: Any and all notices 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 delivered by other reputable delivery service, to the parties as set forth below or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence 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.

If to TOWN:	If to OPERATOR:
Town Administrator TOWN OF MAYNARD 195 MAIN ST MAYNARD MA 01754-2575	Sugarloaf Maynard, LLC

With copies to:	If to OPERATOR:

33. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and may only be enforced in a Massachusetts State Court of competent jurisdiction. The parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

34. Waiver: The obligations and conditions set forth in this Agreement may be waived only in writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

35. Severability: 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 the TOWN would be substantially or materially prejudiced. The TOWN and the OPERATOR agree to negotiate in good faith any term that is determined to be illegal, otherwise invalid, or incapable of being enforced to a mutually agreeable term that is legal, valid and enforceable.

36. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and

representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

37. **Amendment:** This Agreement may only be amended by a written document duly executed by the parties hereto. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the TOWN and the OPERATOR.
38. **Modifications:** Modifications to this Agreement may only be effective if made in writing and signed by both parties hereto.
39. **Headings:** The article and section headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.
40. **Counterparts:** This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.
41. **Signatures:** Facsimile or electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed on the date below, as a sealed instrument by OPERATOR's duly authorized officer, and by the TOWN OF MAYNARD.

Town of Maynard, Massachusetts
by its Board of Selectmen



Chairman



Clerk



Member



Member

Host Community Agreement || Retail
Town of Maynard & Sugarloaf Maynard, LLC



TOWN OF MAYNARD

Office of Select Board

MUNICIPAL BUILDING

195 Main Street

Maynard, MA 01754

Tel: 978-897-1301 Fax: 978-897-8457

www.townofmaynard-ma.gov

Chris DiSilva, member
Jeffrey Swanberg, member

Justine St. John, member
Armand Diarbekirian, member

David Gavin, member

Select Board Meeting Minutes
Tuesday, August 16, 2022
Town Hall, room 201
Time: 7:00 pm

Subject: Sugarloaf, 25 Nason Street: Extension of Host Community Agreement

A motion was made by Mr. Diarbekirian to extend the Host Community Agreement with Sugarloaf Maynard LLC to be located at 25 Nason Street for a new deadline to be operational by January 23, 2024.

Mr. DiSilva made second.

Vote: 5-0

A handwritten signature of Chris DiSilva in black ink.

Chris DiSilva

A handwritten signature of Jeffrey Swanberg in black ink.

Jeffrey Swanberg

A handwritten signature of David Gavin in black ink.

David Gavin

A handwritten signature of Justine St. John in black ink.

Justine St. John

A handwritten signature of Armand Diarbekirian in black ink.

Armand Diarbekirian



TOWN OF MAYNARD
OFFICE OF THE TOWN ADMINISTRATOR
MUNICIPAL BUILDING
195 Main Street
Maynard, MA 01754
Tel: 978-897-1375 Fax: 978-897-8457
www.townofmaynard-ma.gov

September 21, 2023

RE: Extension of Host Community Agreement Between Sugarloaf Maynard, LLC and The Town of Maynard

Please be advised that in their public meeting held Tuesday, September 5, 2023, the Maynard Select Board voted five to zero: "To approve extension to Host Community Agreement (HCA) with Sugarloaf for a new term to expire January 23, 2025. Authorizing use of digital signatures if approved."

Sincerely,

A handwritten signature in black ink, appearing to read "G.W. Johnson".

Gregory W. Johnson
Town Administrator

RECEIVED

By Jim Alexander - Asst. Town Clerk at 12:01 pm, Sep 20, 2023



OFFICE OF THE
SELECT BOARD
TOWN OF MAYNARD
MUNICIPAL BUILDING
195 MAIN STREET
MAYNARD, MASSACHUSETTS 01754
Tel: 978-897-1301 Fax: 978-897-8457

Meeting Minutes

Wednesday, September 5, 2023

Hybrid meeting (in-person at 195 Main Street, Maynard, and remotely via Zoom)

(This public meeting was recorded.)

Present:

Chris DiSilva, Chair

Mike Stevens, Clerk

David Gavin, Member

Jeffrey Swanberg, Member

Justine St. John, Member

Stephanie Duggan, Assistant Town Administrator

Gregory Wilson, Executive Assistant

1. Meeting Opening

Mr. DiSilva called the meeting to order at 6:32pm.

A motion was made by Ms. St. John and seconded by Mr. Gavin to enter into Executive Session to conduct strategy in preparation for negotiations with nonunion personnel: Police Chief and Deputy Police Chief.

Voted by roll call: **Motion carried unanimously, 5-0.**

2. Executive Session

A. Conducted Executive Session

3. Reconvene in Open Session

Mr. DiSilva called the open session to order at 7:12pm.

Public Comments: None offered.

4. Consent Agenda

A. Use of Town Property: Crowe Park, Brigade Baseball, September 6 - November 11, 2023

B. Use of Town Property: Crowe Park, Fowler PTO, September 23, 2023

During discussion about the consent agenda items, it was clarified that the Brigade Baseball League is hoping to book Crowe Park for the season and coordinate practices for the local teams, including Babe Ruth, the Eagles, and "AMSA". Applicants Arthur Jurczyk & Chuck Schoolcraft are providing liability insurance coverage. Concerns were raised around overscheduling so that other groups cannot use the field, potential physical overuse of the field, and considering incorporating a rental fee in the future. Mr. Johnson reiterated that booking town properties and fields for use is first come, first served. Additionally, it was clarified that Mr. Jurczyk would be contacted for scheduling if additional organizations plan to use Crowe Park during the baseball season, and he would work with them on adjusting the schedule if needed. Additionally, Mr. Jurczyk agreed to connect with the Department of

Public Works (DPW) on a plan to help maintain the field. Justin DeMarco, DPW Director, noted that a draft Rules and Regulations Policy had been proposed in the past, which addressed some of the concerns of the Select Board, including potential usage fees. The Policy had not been adopted, but could be reconsidered in the future.

A motion was made by Mr. Gavin and seconded by Mr. Stevens to approve the Consent Agenda Items A and B, as presented, contingent upon adherence to all federal, state, and local public health and safety guidance. Authorizing use of digital signatures if approved.

Voted: **Motion carried unanimously, 5-0.**

5. Use of Town Property

A. Brooks Street: Permit to Film from the Street September 9, 2023

Applicant Ethan Charles, from Gestalt Collective, is hoping to use a portion of the road to film the exterior of 32 Lincoln Street; not Brooks Street as originally presented. Mr. Charles did express concern about rain happening on the proposed date and included a rain date of September 17, 2023.

During discussion, it was clarified that Mr. Charles must coordinate Police detailing with Police Chief Noble. It was also clarified that that call time is 6:00am, and that filming will not actually happen until 7:00 or 7:30am.

A motion was made by Mr. Swanberg and seconded by Ms. St. John to approve the use of 32 Lincoln Street by Ethan Charles for film production on Saturday, September 9, 2023 from 6:00am to 8:00pm, with a rain date of September 17, 2023, contingent upon adherence to all federal, state and local public health and safety guidelines, authorizing use of digital signatures if approved.

Voted: **Motion carried unanimously, 5-0.**

6. Appointments

A. Green Meadow School Building Committee (GMSBC): Josh Morse and Ken Neuhauser

Ken Neuhauser has been a non-voting member of the GMSBC as the designee of the town's Sustainability Committee. Both appointments, if approved, would be as voting members.

A motion was made by Mr. Swanberg and seconded by Mr. Stevens to appoint Josh Morse and Ken Neuhauser to the Green Meadow School Building Committee with a term expiring June 30, 2026. Authorizing use of digital signatures if approved.

Voted: **Motion carried unanimously, 5-0.**

7. CDEF Grant

A. Economic Development Committee (EDC): Sign Production and Installation

Mr. Johnson explained that the Town collects community impact payments from cannabis sales, which are deposited into a stabilization account and transferred into the Cultural District Enhancement Fund (CDEF). The Town has an application process if anyone wishes to use those funds for applicable projects. The Fund currently has \$133,000. Bill Nemser, Planning Director, has been working with the Economic Development Committee on a proposal.

Mr. Nemser explained that the project is aimed at replacing existing wayfinding signs, adding a new sign across from the Maynard Crossing entrance/exit, and purchasing mounting accessories. The signs will direct people to Downtown Maynard, and this project is phase one of a larger initiative.

During discussion, concern was raised regarding the property owners directly across from Maynard Crossing and if they support the sign being installed right outside of their property line in addition to the traffic lights in existence. It was clarified that the wayfinding sign cannot be installed on the traffic lights for regulatory reasons. The possibility of asking the owners of Maynard Crossing if the sign could be installed on their property was raised. The final location of that particular sign will be reported in a future Town Administrator report.

A motion was made by Mr. Swanberg and seconded by Ms. St. John to approve the application for the use of \$7,418 from the Cultural District Enhancement Fund (CDEF) by the Economic Development Committee for a project to add and repair directional wayfinding signage to Downtown and the Cultural District, as presented. Authorizing use of digital signatures if approved.

Voted: **Motion carried unanimously, 5-0.**

8. Contracts

A. Middlesex Chiefs of Police Association: Mutual Aid Agreement

Police Chief Michael Noble presented the agreement, which is renewed every ten years. This allows police officers to help respond in other towns in Middlesex County that are part of the mutual aid agreement.

During discussion, it was clarified that officers are still bound by their own department policies and must notify their own departmental staff if responding in another municipality. It was also clarified that some neighboring towns may have opted out of the agreement for their own reasons, and the Town has separate agreements with those neighboring municipalities.

A motion was made by Mr. Gavin and seconded by Ms. St. John to approve the Middlesex County Chiefs of Police Association Interagency Mutual Aid Agreement with the Town of Maynard as presented. Authorizing use of digital signatures if approved.

Voted by roll call: **Motion carried unanimously, 5-0.**

B. Personnel Employment Agreement: Police Chief FY24-26

Police Chief Noble has been with the department for almost 30 years, and this is his second contract as Police Chief. There are minor changes from the previous contract pertaining to Paid Time Off (PTO).

A motion was made by Mr. Swanberg and seconded by Ms. St. John to approve the Personnel Employment Agreement with Michael Noble as Chief of Police, effective July 1, 2023 to remain in full force and effect until June 30, 2026.

Voted: **Motion carried unanimously, 5-0.**

C. Personnel Employment Agreement: Deputy Police Chief FY24-26

This is Deputy Chief Troiano's second contract with the department. He is doing well in his position and positively contributes to the department.

A motion was made by Ms. St. John and seconded by Mr. Swanberg to approve the Personnel Employment Agreement with Christopher Troiano as Deputy Chief of Police, effective July 1, 2023 to remain in full force and effect until June 30, 2026.

Voted: **Motion carried unanimously, 5-0.**

D. Sugarloaf Recreational Marijuana Retailer: HCA Extension Request

Attorney Walter Sullivan, representing Sugarloaf, and Elizabeth Lydon, Town Counsel, were in attendance. Attorney Sullivan explained that Sugarloaf is purely asking for an extension of current agreement due to relevant timeline developments in architectural design and construction.

During discussion, it was noted that recent legislative developments might affect authority in Host Community Agreements (HCA). Ms. Lydon clarified that there are regulations pending that would impact existing agreements, however, it is not currently an issue and the Select Board can still approve the extension. It was also clarified that pending legislation would require an entire future HCA agreement update with renegotiated payment terms.

A motion was made by Mr. Stevens and seconded by Mr. Swanberg to approve extension to Host Community Agreement (HCA) with Sugarloaf for a new term to expire January 23, 2025. Authorizing use of digital signatures if approved.

Voted: **Motion carried unanimously, 5-0.**

E. Colliers: OPM Services Alumni Field Bleachers

Mr. Johnson explained that through the procurement process, Colliers provided the most advantageous proposal for the Town, the contract specified that the fee for services does not exceed \$100,000, and funding was allocated by a previous Town Meeting vote. While the funding for the project's construction itself has not yet been voted on at Town Meeting, it is expected to be in the Spring, and it is better to have the Owner's Project Manager (OPM) contract in place so work can commence when the project itself is approved.

During discussion, concern was raised about the potential for the task force to fall into scope creep and if the design presentation would include multiple options with a base project and add-ons. It was clarified that the Select Board can receive correspondence with updates from the task force lead and the project manager is not paid if project work does not commence. It was also clarified that, while the Schools own the bleachers, the OPM funding falls under the Select Board, and Town offices are working closely with the Schools throughout the project.

A motion was made by Ms. St. John and seconded by Mr. Swanberg to approve the contract with Colliers International, Inc. for Owner's Project Manager (OPM) Services for the Alumni Field Bleachers Project in the amount not to exceed \$100,000.00, as presented. Authorizing use of digital signatures if approved.

Voted: **Motion carried unanimously, 5-0.**

F. Black Rock Galleries: 1 Summer Street P&S

Black Rock Galleries, represented by Grant Paranese, is purchasing 1 Summer Street, and the Purchase and Sales Agreement is the next step in this process.

During discussion, Mr. DiSilva explained that he would like to see figures representing the sale price and the work Black Rock Galleries is taking on instead of the Town, showing the public the costs that the Town is saving with this sale.

A motion was made by Mr. Gavin and seconded by Ms. St. John to approve the Purchase and Sales Agreement with Black Rock Galleries for the disposition of 1 Summer Street, Maynard, as presented.

Voted: **Motion carried unanimously, 5-0.**

G. MS4 Compliance Support Engineering Amendments

Justin DeMarco, Public Works Director, informed the Select Board that he is looking ahead at the FY24 MS4 (municipal separate storm sewer system) permit process. There are currently two task orders for the contract with VHB under MS4 compliance. Funding is in the FY24 operating budget under the MS4 line and Consulting Engineering line.

A motion was made by Mr. Gavin and seconded by Ms. St. John to approve the amendment (#1) for the MS4 Compliance Support Engineering Contract between the Town of Maynard and Vanasse Hangen Brustlin (VHB) for year six of the Town of Maynard's MS4 storm water management program, effective July 1, 2023 – June 30, 2024, in the amount of \$96,200.00. Authorizing use of digital signatures if approved.

Voted: **Motion carried unanimously, 5-0.**

9. Public Works

A. Pavement Management Plan

Mr. DeMarco presented the proposed pavement management plan for FY24, which includes the following schedule:

Fall 2023 Paving Program

- Tiger Drive
- Pine Hill Road
- Lewis Street

Spring 2024 Paving Program

- Allan Drive
- Fletcher Street
- Heights Terrace

Mr. DeMarco noted that the Spring schedule is dependent on acceptance of private roads as public roads, which will be determined at the next Special Town Meeting in October. The plan is also dependent on allocation of Massachusetts Department of Transportation Chapter 90 funding. An additional component of the plan noted is a roadway inventory update to assess current townwide roadway conditions.

Mr. DeMarco also received notice of nails and screws embedded in certain roads, specifically on Country Lane. This underlaying layer of nails and screws is likely the result of unintentionally contaminated asphalt made from recycled roof shingles in the 1970s, and emergency pavement funding may be necessary to address the issue.

A motion was made by Mr. Gavin and seconded by Ms. St. John to accept the Department of Public Works FY 2024 Pavement Management Plan for a total value of \$522,889.36, as presented.

Voted: **Motion carried unanimously, 5-0.**

10. Green Meadow School Building Project

A. Status and Membership

Mr. Johnson clarified that the Project Scope and Budget Agreement (PSBA) was approved at the Green Meadow School Building Committee (GMSBC) meeting earlier today. The GMSBC also approved the energy model based on the Eversource Path One Program.

It was clarified that the GMSBC is actively pursuing the opt-in stretch code and ventilation incentives through the MSBA. Mr. Swanberg reiterated the importance of obtaining confirmation from MSBA of incentive funding before Town Meeting. Mr. DeMarco advised that the Select Board may want to reach out to Senator Eldridge's office regarding this.

During further discussion, Mr. Swanberg asked Mr. Johnson to send the legal language to Senator Eldridge's Office confirming that the Town Meeting vote on the opt-in stretch code is legally binding. Mr. Stevens also confirmed that, in case the new school building is not approved at Town Meeting, the current renovation costs for the existing school building are around \$40 million.

A motion was made by Ms. St. John and seconded by Mr. Swanberg to approve the Green Meadow School Building Committee membership list, as presented. Authorizing use of digital signatures if approved.

Voted: **Motion carried unanimously, 5-0.**

11. Special Town Meeting: October 10, 2023

A. Draft Warrant Articles

The Select Board reviewed the remaining draft articles that were submitted or significantly updated. During discussion, questions were raised regarding improved document organization to distinguish draft articles from supporting documents as well as how to address the potentially binding effects of the citizens' petition article at Town Meeting. Mr. Johnson will follow up with Town Counsel to obtain further clarity on the citizens' petition article, as it is a legally-acceptable article, but it conflicts with the Town Charter.

A motion was made by M.s St. John and seconded by Mr. Gavin to accept the following Draft Controls:

- (E) Amend the Town General Fund Budget Fiscal Year 2024
- (F) Transfer from Capital Stabilization for HVAC System Replacement at the Fowler School
- (I) Proposed Roadway Easements

as shown, and forward to the Finance Committee for review and comments.

Voted: **Motion carried unanimously, 5-0.**

B. Warrant Approval

The draft of the warrant has been made, and a new draft article pertaining to an easement at 115 Main Street was submitted after discovering, earlier today, that a Town Meeting vote was required.

A motion was made by David Gavin and seconded by Justine St. John to accept and approve Article 115, acceptance of grant of easements, as presented, and to rename it Article J.

Voted: **unanimously, 5-0.**

The Select Board deliberated over the order of the articles, and a request was made to have the citizen petition article earlier in the meeting. It was clarified that the Moderator decides the order of the articles, and the Select Board can send their recommendations to him. Ms. St. John explained that she is not comfortable voting to approve the warrant due to the time in which it was received, not allowing for enough review time.

A motion was made by Mr. Gavin and seconded by Mr. Stevens to approve the Warrant for Annual Town Meeting 2023, as presented with the inclusion of Article J. Authorizing use of Digital Signatures if approved.

Voted: **Motion carried 4-1 (Ms. St. John against)**

C. Performance Recognition

The Select Board discussed the advantages and disadvantages of running the Performance Recognition Program at this time of year instead of at Annual Town Meeting.

A motion was made by Mr. Swanberg and seconded by Ms. St. John to adopt the application policy and procedures for a Performance Recognition Program, per drafted memorandum, in preparation for the Special Town Meeting, October 10, 2023.

Voted by roll call: **Motion carried 4-1. (Mr. Gavin against)**

12. Select Board Annual Goals

A. Consider Annual Goals FY24

The Select Board will discuss goals at the next meeting earlier in the agenda.

13. Correspondences

- A. Clean Harbors EL Harvey Release and Permanent Solution Statement Marks Way
- B. J MacKeen: Repaving Petition Country Ln Windmill Dr
- C. D Roussell: Special Town Meeting Warrant Article order

A motion was made by Mr. Gavin and seconded by Ms. St. John to accept and approve Correspondences A through C as shown.

Voted by roll call: **Motion carried unanimously, 5-0.**

14. Acceptance of Minutes

A. August 15, 2023

A motion was made by Ms. St. John and seconded by Mr. Gavin to accept and approve the meeting minutes of August 15, 2023 as shown.

Voted by roll call: **Motion carried unanimously, 5-0.**

15. Town Administrator Report

Mr. Johnson highlighted that the crosswalk painting project has been completed and that he is actively pursuing the Request For Proposal (RFP) process for 61-63 Summer Street leases.

During discussion, Mr. Gavin indicated that he noticed tire tracks on the newly painted crosswalk on Glendale Street and was concerned the paint was wearing away, and Mr. DeMarco clarified that there are only tire tracks on top of the paint due to vehicles turning the corner, and the paint is not wearing away.

16. Chair Report

Mr. DiSilva congratulated ArtSpace for moving to their new location. Additionally, Mr. DiSilva asked for clarification on what happens funding previously allocated to the town for ArtSpace in a

state budgeted earmark for renovations to 61-63 Summer Street. Mr. Johnson is still awaiting clarification.

17. Board Member Reports

Ms. St. John asked if she could obtain a copy of the RFP for 61-63 Summer Street; Mr. Johnson will send it to her. Ms. St. John also inquired if the COA has or could conduct a program involving a workshop including a staff member from the Assessing Office on tax abatement opportunities and eligibility. Mr. Johnson will check with the COA on the request. During further discussion, the question was raised as to how revenue lost from abatements is recovered; Mr. Johnson will look into the matter.

Mr. Stevens reported that he met someone who moved to Maynard because of the movie, *Knives Out*, which was partly filmed in town.

18. Adjournment

A motion was made by Mr. Gavin seconded by Ms. St. John to adjourn the meeting at 10:18pm.

Voted by roll call: Motion carried unanimously, 5-0.

Approved Date: 9/19/2023



Mike Stevens *Clerk*

Initials: gw