



Board of Selectmen

Ware Town Hall, Meeting Room, 126 Main Street

Regular Meeting Notice Agenda – Tuesday, December 4, 2018 at 7:00 p.m.

Meeting Opened

Opening Remarks, Announcements, and Agenda review by Chair

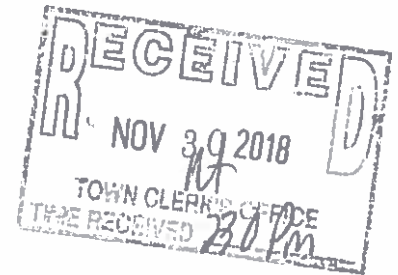
Consent Agenda

Scheduled Appearances

- **7:15 p.m. Tax Classification Hearing**

Old Business

- **Approval of Revised Reverter Document, South Street School**
- **Host Community Agreement:**
 - **Retail: Herbal Pathways, LLC**
 - **Retail: Curaleaf Massachusetts, Inc.**
 - **Retail: NewCann Group, LLC**
- **Update: School Regionalization Discussion**



New Business

- **Approval of 2019 Liquor License Renewals**
- **Host Community Agreement, Cultivation: Cedar Roots, LLC**

Comments and Concerns of Citizens

Town Manager Report

Adjournment

Executive Session: MGL Chapter 30A, Section 21(a) #1 Complaints Against Public Official: Town Manager

The next Board of Selectmen meeting will be held on Tuesday, December 18, 2018 at 7:00 p.m.

Board of Selectmen: *John E. Carroll, Michael P. Fountain, Keith J. Kruckas, Tracy R. Opalinski, Alan G. Whitney*
Town Manager: *Stuart Beckley*
sbeckley@townofware.com



TOWN OF WARE

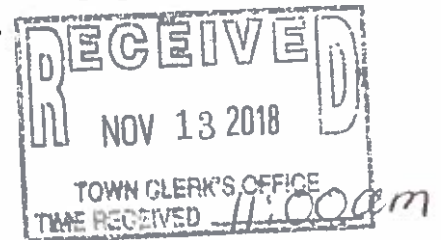
Town Hall, 126 Main St., Suite J
Ware, Massachusetts 01082
Tel. 413-967-9648

PUBLIC HEARING NOTICE

The Board of Selectmen will conduct a Public Hearing on **Tuesday, December 4, 2018 at 7:15 P.M.**, in the Selectmen's Meeting Room, 126 Main Street, Ware, MA. The purpose of the Public Hearing is to conduct a Tax Classification: The Board of Selectmen will consider tax policy options including (1) whether to have a single or split tax rate and (2) whether to allow an open space discount, a residential exemption, and a small commercial exemption. The Board of Selectmen will receive comments from interested taxpayers at the hearing, or taxpayers may send written comments to Town Manager, 126 Main Street, Ware, MA, 01082. **This notice shall also be posted on the Massachusetts Newspaper Publishers Association's (MNPA) website (<http://masspublicnotices.org>).**

All interested parties are invited to attend.

John E. Carroll
Chairman
Board of Selectmen
November 13, 2018



Midura, Mary

From: AnnMarie of Sterling Realty Belair <annmariebelair@comcast.net>
Sent: Wednesday, November 21, 2018 1:03 PM
To: Flores-Marzan, Ruben; Mosso, Judith; Midura, Mary; Beckley, Stuart; Crowley, Ken
Subject: Herbal Pathways HCA

Good Afternoon Town of Ware Select Board,

First and foremost, myself and Ken would like to thank you for meeting with us last evening. We would like to quick sum up where we are at and any confusion that was left after last night's meeting.

Ken of Herbal Pathways/ The Herbal Company started a discussion with the town of Ware on 5/22/2018. Ken met with Stuart, Ruben and Judith to discuss what Ware was looking for and how our company could consummate a mutually beneficial business with City and the residents. After that positive informative meeting Ken submitted his application and quickly secured and paid a lease for the property at 2 Vernon Street. Ken also went forward with engineering /site plan in accordance with your bylaws. Herbal Pathways / The Herbal Company being one of the very first interested parties to apply for the Town of Ware we were very excited to partner, contribute and be a part of the town of Ware. After approximately five months and some decent expenses we had not heard any information from the town of Ware. Meanwhile during our due diligence period regarding our location there were suggestions that the surrounding residences on 2 Vernon St may not be amicable to our Business there. Since we are a small experienced independently owned business, as stated last night, we want to be an asset to Ware, not just city hall but the residences as well. That led us to the search for a new location 14 West St a former jewelry store business. We too were concerned with parking but were told by the owner and owner agent that parking was never an issue for his customers that on street parking is the "customary and norm of Ware in that area" We consummated a lease and were even willing to purchase the building to show that we are a serious, financially secure, successful business committed to the town. On 10/17/18 we received an email from the town of Ware stating: (email thread is also below this letter)

Dear Mr. Crowley,

Last night, the Host Community Agreement that I sent you in draft form was reviewed by the Selectmen. The Board is supportive of the language and fees, but would like you to be present when they approve the Agreement. The Board's upcoming meetings are October 30 and November 20 if you are available.

Excited to receive this news AnnMarie Belair of Herbal Pathways / The Herbal Company spoke to Stuart and Rubin to discuss our situation with the 2 Vernon location not being resident friendly and presented the option of 14 West St being an appropriate location for our business. I did raise the on street parking facts at that time, and was not told that would be an issue. Both of the above gentleman and all of city hall office staff I had spoken to were extremely helpful , professional , friendly and excellent to work with (which is very rare in my line of work). This solidified even more our opinion that we want to be a part of the town of Ware! Our company wants to be in Ware, contribute to Ware and have a small to medium but successful business in Ware. We were under the impression that last night was a formality for signing the HCA based on the events laid out here not an additional interview. That was what we were prepared for.

That said our company made Ware our first choice for this business versus the new comers who apparently had Ware as last choice. Our business has already proven a commitment to the town of Ware by securing and paying for not one but two locations! Our business is NOT Corporate America or publicly traded. Our business goals are structured on the success of the store within the community and for the community. As a combined 35 year small business owner we are HUGE advocates of local small business, shopping local, enhancing success with other small business, towns and charities to ensure the success of all in the community not just ONE corporate entity. We fully intend to engross ourselves into the city of Ware once operating and be a sponsor for many different groups and organizations. We are hiring local. We will be willing to work with any community outreach that we can assist on our end, whether it be animal advocates, opioid addiction, drug education, homelessness, food pantries and beyond as the need arises in the community. We are fluid, not rigid set with corporate regulations. Again, we are passionate about the success of our business and our community as the community needs ARISES, not a "set corporate plan" someone who has never been to the town has laid out or for the purposes of having an excellent paper proposal in a meeting.

In summary, we have the experience needed to make this business in your town a success. Collectively we total 14 years' experience in recreational marijuana sales in other states. We have 16 years medical marijuana experience in growing and dispensing in Maine. We have have over 20 years experience in Real Estate and community development hence the importance to us starting off with amicable neighbors and an ideal location for all concerned! We have ridden the Cannabis learning curve and while others are learning as they go, our company will be going about our business successfully. We have the funding to make this business a very secure, high end, user friendly streamline business and with a fast start date. Our application to that state is done and should have minimal state turn around time. We have the security measures in place to meet or beat the State and town requirements. We look forward to working with the Ware Police on any subjects they want to proactively address whether its diversion or drug education. These elements are needed for long-term success, income and employment for the town of Ware. We have shown that we not only made Ware one of first choices but we were willing to have expenditures and cooperative on any item with the town including the ideal location for all parties involved. We are a small group of independently successful people, making our successes by working with and helping people with their needs. We pride ourselves on our commitment to our fellow small business, our community and our reputation.

If the town is open to allowing us to relocate to another address that is more suited with better parking, we are very open to doing that. We are willing to do what it takes to put our experienced small independent owned business in the lovely town of Ware.

Thank you in advance for your time and assistance on this matter! We look forward to hearing from you.
Happy Thanksgiving to all!

Regards,

Ann Marie Belair

HOST COMMUNITY AGREEMENT

Dated _____, 2018

The parties to this agreement are:

The Town of Ware, Massachusetts, by and through its Board of Selectmen, having a principal office at Town Hall, 126 Main Street, Ware, Massachusetts 01082 (hereinafter “Municipality”); and

Herbal Pathways LLC, a Massachusetts limited liability company having a principal office at 10 West Street, Allenstown, NH 03275 (hereinafter “Retailer”).

Whereas, Retailer proposes to operate a registered marijuana retail facility at 14 West Street, Ware, in accordance with General Laws, Chapter 94G, 935 CMR 500, and Section 4.8.8 of the Ware zoning bylaws, and Section 15-4 of the Ware general bylaws; and

Whereas, the town supports the Retailer’s intention to so operate; and

Whereas, the Municipality expects to experience adverse impact arising from the Retailer’s operations including, without being limited to, the increased use of municipal services; the increased use of municipal infrastructure; the need for additional municipal infrastructure, employees and equipment; increased traffic and costs related to mitigating other impacts to the town and its residents; and

Whereas, the parties wish hereby to set forth the conditions for locating and operating the establishment in Ware, including stipulations of responsibility between the Municipality and the Retailer pursuant to Section 3 of Chapter 94G of the General Laws;

Now, therefore, in consideration of mutual covenants, the parties stipulate and agree as follows:

1. In mitigation of the aforesaid adverse impact to the Municipality arising from Retailer’s operations, Retailer shall pay to Municipality, quarterly over five (5) years, a sum equivalent to three percent (3%) of Retailer’s gross sales from marijuana and marijuana products during the previous quarter, on or before the 15th day following the close of each quarter. The first payment shall be due thirty days from the end of the calendar quarter in which sales commence, and quarterly thereafter.
2. Stipulation of responsibilities:
 - (1) The Retailer shall:
 - (i) Within sixty (60) days from the close of its fiscal year, submit a report to the Municipality certifying the gross revenue for the preceding fiscal year, to be prepared by a Certified Public Accountant and in accordance with generally accepted accounting principles.

- (ii) Maintain its premises in a neat and tidy condition and conduct its operations in a businesslike and professional manner, with due regard for the interests of this community.
- (iii) Maintain its marijuana establishment license in good standing with the Cannabis Control Commission and comply with all applicable CCC regulations;
- (iv) Cooperate with all municipal departments, boards, committees, and commissions to ensure that the Retailer's operations are compliant with all local bylaws, rules, regulations and policies;
- (v) Comply with any and all conditions lawfully imposed by local authorities;
- (vi) Make reasonable efforts to first hire local vendors and workers, and otherwise to engage the establishment in the local economic mainstream;
- (vii) Punctiliously take measures to prevent the diversion of marijuana to minors, including but not limited to the awarding of bonuses to employees who catch minors attempting to purchase marijuana using false IDs;
- (viii) If requested by the Town, assist the Town with, participate in, or contribute to community educational programs on public health and drug abuse prevention, and prevention programs that address youth marijuana use;
- (ix) Support an elder-oriented marijuana education program to be held at the Senior Center to address applicable health benefits and concerns of the largest growing demographic benefitting from cannabis, namely, adults 40-70;
- (x) Subsidize the salary of each full-time employee to devote one (1) day per month to community service aimed at mitigating the actual or potential negative impact on the Town and abutting neighborhood.
- (xi) Upon the execution of this agreement, compensate the Municipality its legal costs for review of this agreement in the amount of \$1,000.

(2) The Municipality shall:

- (i) Provide an appropriate forum whereby the views of citizens about the Retailer's operations can be aired and Retailer have the opportunity to address complaints or suggestions that arise concerning Retailer's operations.
- (ii) Accommodate the installation and use of state of the art security and fire protection/alert systems connected to the police and/or fire department;

- (iii) Recognize Retailer as having all the rights, duties and responsibilities of, and deserving of equal treatment with, other business establishments in town;
 - (iv) If reasonably requested by Retailer, provide a letter in the nature of an estoppel certificate, stating that the municipality is aware of no outstanding violations of local law or insufficiently addressed complaints;
 - (v) If contacted by the CCC, promptly provide any information requested concerning Retailer, including confirmation that its site is in a proper zoning district, notwithstanding that a special permit may be required;
 - (vi) Upon the request of the Retailer in connection with the renewal of its license, provide the Retailer with an accounting of the financial benefits accruing to the Town of Ware under this agreement, as required by 935 CMR 500.103(4)(d), and such other cost-benefit information as the Retailer may reasonably request.
3. The Municipality may use all payments made hereunder for any purpose in its sole discretion.
 4. This agreement is non-assignable. In the event that Retailer ceases doing business as a marijuana establishment in Ware, its successor, if any, shall be required to negotiate and sign a new Host Community Agreement with the Municipality.
 5. So long as this agreement is in effect, the real and personal property owned by the Retailer shall be treated as taxable by the Town in accordance with the Town's applicable real and personal property and state automobile tax laws and regulations and shall not be exempt therefrom.
 6. Other:
 - (a) Notices. Any and all notices, or other communications required or permitted under this agreement shall be in writing and delivered postage prepaid mail, return receipt requested; by and; by overnight delivery service; or by other reputable delivery services, to the parties at the addresses set forth on the first page of this agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.
 - (b) Severability. If any term or condition of this agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining terms and conditions of this agreement shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced.

- (c) Choice of Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of The Commonwealth of Massachusetts.
- (d) Accounting. The Retailer shall maintain its books, financial records, and other compilation of data pertaining to the requirements of this agreement in accordance with generally accepted accounting principles and all applicable guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.
- (e) Integration. This agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not be modified or amended except by a written document executed by the parties hereto.

SIGNED this day and year respectively written below.

Municipality
Town of Ware, Massachusetts

Retailer
Herbal Pathways LLC

By: _____
Stuart Beckley, Town Manager

By: _____
Ken Crowley, Manager

_____, 2018

_____, 2018

Alan G. Whitney, Vice Chairman, Board of Selectmen

_____, 2018

COMMUNITY BENEFIT AGREEMENT

THIS AGREEMENT is entered into this _____, 2018 by and between a Curaleaf Massachusetts Inc., a Massachusetts registered marijuana dispensary with a principal office of 2001 Washington St., Unit B, Hanover, MA 02339 ("Curaleaf MA") and the Town of Ware, a Massachusetts municipal corporation with a principal address of 126 Main Street, Ware MA 01082 ("the Town").

WHEREAS, Curaleaf MA wishes to become a Marijuana Retailer in the Town in accordance with regulations issued by the Commonwealth of Massachusetts' Cannabis Control Commission (CCC); and

WHEREAS, Curaleaf MA intends to provide certain benefits to the Town in the event that it is licensed to operate an Adult-Use Retail (brick & mortar) establishment and receives all local approvals;

NOW THEREFOR, in consideration of the provisions of this Agreement, Curaleaf MA and the Town agree as follows:

A. Term

This Agreement shall take effect on the date set forth above and shall continue in effect for 5 years.

B. Community Impact Fee

1. Curaleaf MA shall pay to the Town annually a sum equal to 3.0% of the total gross annual sales of the Ware marijuana retail establishment. Curaleaf will make a \$50,000 initial payment (payable within 10 (ten) days of store opening) that will be subtracted from the first year's annual payment.
2. All subsequent payments shall be made annually at the end of each 12 months of operation and shall continue for a period of 5 years. The maximum duration in accordance with G.L c.94G, §3 of the Massachusetts state law.
3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments for traffic mitigation measures in connection with the operation of the Marijuana Retail establishment, community wellness programs, and other efforts and initiatives for the support of patient health.

C. Annual Charitable/Non-Profit Contributions

Curaleaf MA, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town (example include Angels Answer Inc.) an amount no less than \$15,000, said charities/non-profit organizations to be determined by the Town in their reasonable discretion. The first payment will be made after the issuance of final licensure from the CCC and each anniversary thereafter.

D. Community Support

Curaleaf MA agrees to provide no less than fifty (50) hours annually of community service activities including but not limited to: Town-sponsored educational programs on public health and drug abuse prevention, senior assistance, community cleanup, and veteran's assistance.

Curaleaf MA shall annually certify to the Town at the time of its Annual Payments the number of hours and nature of the community service rendered by its employees/management within the community.

E. Local Vendors and Employment

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

F. Security

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

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

To the extent requested by the Town's Police Department, Curaleaf MA 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 commencement of operations at the Facility.

G. 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.

H. Agreement

1. This Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assignees.
2. The obligations of Curaleaf MA and the Town recited herein are specifically contingent upon Curaleaf MA becoming a Marijuana Retailer and obtaining a "Retail (brick and mortar)" license type per the 2018 Adult-Use of Marijuana Program regulations, for operation of a retail establishment in the Town and Curaleaf MA's receipt of all necessary local approvals to locate, occupy, and operate a retail location for adult-use in the Town.

TOWN OF WARE

CURALEAF MASSACHUSETTS, INC.

By: _____
Stuart Beckley, Town Manager

By:  _____
Patrik Jonsson, President

Alan G. Whitney, Vice Chairman, Board of Selectmen

_____, 2018

Midura, Mary

From: David Rabinovitz <drabinovitz@gmail.com>
Sent: Friday, November 30, 2018 10:12 AM
To: Midura, Mary
Cc: Flores-Marzan, Ruben; Beckley, Stuart; Mosso, Judith; Judy Leary; Goldstein, Beth Lisa; David Coffey; Mindy Coffey; Jack Madigan; Dr. Edward B. Kaiser
Subject: Re: December 4, 2018 Agenda and Documents
Attachments: Ware Selectmen Letter 2018-11-30 RE Host Community Agreement.pdf

Mary, thank you for the agenda. We plan to attend.

I have been ill all week and just completed a follow-up letter last night - I guess my timing was good. Would you please share this with the Selectmen?

Thank you!

David Rabinovitz
Mobile (617) 281-0710

On Fri, Nov 30, 2018 at 9:53 AM Midura, Mary <mmidura@townofware.com> wrote:

Attached is the agenda and related documents of the December 4, 2018 meeting of the Board of Selectmen.

Mary L. Midura

Executive Assistant to

Ware Town Manager

413-967-9648 extension 101

Office Hours: 8:00 am – 2:30 pm

Live Simply...Give generously

NewCann Group, LLC

November 30, 2018

Board of Selectmen
Town of Ware
126 Main Street
Ware, MA 01082-1360

Dear Board,

We appreciate the opportunity to present and discuss our plan for an adult-use marijuana retail store in Ware. We remain very interested and, based upon comments at the November 20, Selectmen's meeting, want to follow up on several points that were raised.

- 1. Location Selection:** We have located several available sites with landlords who have confirmed they will lease to a marijuana business. Details are listed below, if needed.
- 2. Product Sourcing:** We will purchase from existing medical growers until recreational growers achieve harvest and have product for sale. We will buy locally whenever possible, especially from craft manufacturers. Subject to competitive quality and pricing, we will purchase at least 20% of our goods from businesses certified by the Cannabis Control Commission as being controlled by a Social Equity Program participant or an Economic Empowerment applicant.
- 3. Types of Products to be Offered:** Chairperson Carroll posed some product questions to Andrew Stoddard. We offer some additional information to help the Board understand the general categories of products available in an adult-use marijuana store. We hope our explanation of health-infused versus high-infused is informative ("Broad Product Categories," below).
- 4. Timing:** We continue to believe the soonest a store could open will be late 2019. While one of the other applicants has suggested a Q1 2019 opening date, we do not believe that is possible, even if they are growing their own product. Two retail adult-use stores opened Nov 20th. Three additional stores have received final license approval and should receive "commence operations" notices in December (Wareham, Easthampton, and Salem). Another 23 or so retailers around the state hold provisional licenses and will soon move to the next step in the license review process. As of November 20, 2018, the Commission has received 80 retail license applications statewide, 60 of which are currently under review. If the commission continues to approve three to five applications a week and three of those are for retailers, it will take until May 2019 to clear the existing retail application backlog. Since a Host Community Agreement is necessary to file a license application, we are unaware how a new applicant could receive a final license approval (necessary to secure a commence operations notice) prior to Q3 2019.

Further detailed discussion is included below.

Product Sourcing

As you heard at the meeting, our business will be a stand-alone retail store as opposed to a fully integrated marijuana business (full integrated meaning a business that grows, processes, manufactures, and retails their own product lines). As a result, all of our product will be sourced from third parties. We expect initially to establish supply relationships with existing Massachusetts medical marijuana grow facilities and expand those relationships to recreational growers (cultivators) as those growers bring their operations on line and achieve harvests.

The media reports that the two new adult-use marijuana shops that opened November 20, 2018, in Massachusetts reported the highest sales in infused product categories. We believe infused products will be the domain of small manufacturers, like Andrew Stoddard who the Board approved for a Host Community Agreement at the November 20, meeting. Our goal is to buy locally whenever possible and to identify new craft producers to allow us to position the store as having some of the newest and trendiest products in the market.

As part of our license application to the state we intend to represent that we will follow a scheme similar to that of the U.S. Small Business Act of 1953 with respect to set-asides. Subject to competitive products (quality and pricing) we will seek to purchase at minimum 20% of our products sold from businesses certified by the Massachusetts Cannabis Control Commission as being controlled by a Social Equity Program participant or an Economic Empowerment applicant. This will be similar to set-asides on government funding highway and road projects for woman-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), or disadvantaged business enterprises (DBEs).

Types of Products

The store will carry packaged marijuana flower, infused products, and accessories. Based on Chair Carroll's questions to Andrew Stoddard at the Nov. 20 meeting, we wanted to explain some of the types of "infused" products as those will likely be the most popular category. The common types of items (and consistent with some of the terms you heard during Andrew's presentation) include the following¹.

- a. Infused. The plant parts are dissolved into mixture. To gain a picture in your mind's eye, think of tea. Tea is a common infusion of tea leaves into water.
- b. Syrup. The plant parts are added to a sugar-water or honey-water mixture. To gain a picture in your mind's eye, think of a cough syrup.
- c. Powder. Ground, dried plant parts.
- d. Tincture. Essential plant components dissolved in a water and alcohol solution.
- e. Ointment. Powdered or essential plant parts added to an oily substance such as olive oil or petroleum jelly.

¹ Product types – see National Geographic, Special Edition, May 2018, Nature's Best Remedies.

HOST COMMUNITY AGREEMENT

(the "Agreement")

Effective _____

The parties to this Agreement are:

The Town of Ware, Massachusetts (the "Town" or the "Municipality"), by and through its Board of Selectmen, having a principal office at Town Hall, 126 Main Street, Ware, Massachusetts 01082 (hereinafter "Municipality"); and

NewCann Group, LLC, a Massachusetts limited liability company having a principal office at 17 King Philip Trail, Norfolk, Massachusetts 02056-1405 (hereinafter "Retailer").

Whereas, Retailer proposes to operate a registered marijuana retail facility within the Town in accordance with General Laws, Chapter 94G, 935 CMR 500, and Section 4.8.8 of the Town's zoning bylaws, and Section 15-4 of the Town's general bylaws; and

Whereas, the Town supports the Retailer's intention to so operate; and

Whereas, final location of the registered marijuana retail facility is subject to approval by the Town (which approval shall be made in writing by the Director of the Planning and Community Development Department, and appended to this Agreement together with a copy of the Special Use Permit); and

Whereas, the Municipality expects to experience adverse impact arising from the Retailer's operations due to the nature of Retailer's affiliation with marijuana and marijuana products, including, without being limited to, the increased use of municipal services; the increased use of municipal infrastructure; the need for additional municipal infrastructure, employees and equipment; increased traffic and costs related to mitigating other impacts to the Town and its residents; and

Whereas, the parties wish hereby to set forth the conditions for locating and operating the establishment in the Town, including stipulations of responsibility between the Municipality and the Retailer pursuant to Section 3 of Chapter 94G of the General Laws;

Now, therefore, in consideration of mutual covenants, the parties stipulate and agree as follows:

1. In mitigation of the aforesaid adverse impact to the Municipality arising from Retailer's operations, Retailer shall pay to Municipality, quarterly over five (5) years, a sum equivalent to three percent (3%) of Retailer's gross sales from marijuana and marijuana products during the previous quarter, on or before the 15th day following the close of each quarter. The first payment shall be due thirty days from the end of the calendar quarter in which sales commence, and quarterly thereafter.
2. Stipulation of responsibilities:
 - (1) The Retailer shall:
 - (i) Within sixty (60) days from the close of its fiscal year, submit a report to the Municipality certifying the gross revenue for the preceding fiscal year, to be prepared

- by a Certified Public Accountant and in accordance with generally accepted accounting principles.
- (ii) Maintain its premises in a neat and tidy condition and conduct its operations in a businesslike and professional manner, with due regard for the interests of this community.
 - (iii) Maintain its marijuana establishment license in good standing with the Cannabis Control Commission (“CCC”) and comply with all applicable CCC regulations;
 - (iv) Cooperate with all Town municipal departments, boards, committees, and commissions to ensure that the Retailer’s operations are compliant with all local bylaws, rules, regulations and policies;
 - (v) Comply with any and all conditions lawfully imposed by local authorities;
 - (vi) To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Retailer shall make reasonable efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the operation of the registered marijuana retail facility, to hire local workers, and otherwise to engage the registered marijuana retail facility in the local economic mainstream;
 - (vii) Punctiliously take measures to prevent the diversion of marijuana to minors;
 - (viii) Provide incentives to employees who catch minors attempting to purchase marijuana using false IDs;
 - (ix) If requested by the Town, assist the Town with, participate in, or contribute to community educational programs on public health and drug abuse prevention, and prevention programs that address youth marijuana use;
 - (x) Support an elder-oriented marijuana education program to be held at the Senior Center to address applicable health benefits and concerns of the largest growing demographic benefitting from cannabis, namely, adults 40-70;
 - (xi) Provide volunteer community services to the Town aimed at mitigating the actual or potential negative impact of marijuana sales on the Town and neighborhood abutting the registered marijuana retail facility at a rate equal to eight (8) hours of service for every 176 hours worked (e.g. one day per month for each full-time equivalent position);
 - (xii) Upon the execution of this Agreement, compensate the Municipality its legal costs for review of this CHA in an amount not to exceed \$1,000.

(2) The Municipality shall:

- (i) Provide an appropriate forum whereby citizens' concerns and questions can be aired, and Retailer can address complaints or suggestions that arise concerning Retailer's operations;
- (ii) Accommodate the installation and use of state-of-the-art security and fire protection/alert systems connected to the police and/or fire department;
- (iii) Recognize Retailer as having all the rights, duties and responsibilities of, and deserving of equal treatment with, other business establishments in Town;
- (iv) If reasonably requested by Retailer, provide a letter in the nature of an estoppel certificate, stating that the municipality is aware of no outstanding violations of local law or insufficiently addressed complaints;
- (v) In connection with Retailer's submission of this Agreement to the CCC, provide a cover letter (1) acknowledging that the Host Community Agreement has been duly executed and accepted by all parties, has been approved and ratified by the local governing board (Board of Selectmen), and is in full force and effect with the Town; (2) if Retailer has selected a final location, confirming that a special use permit has been issued for the Retailer's facility and that the facility location complies with all local zoning and is further than 500 feet from any public or private school providing education in kindergarten or any of grades one through 12 as in accordance with 935 CMR 500.110(3), as measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the Retailer will be located*; (3) that the Retailer's business plan is in conformity with all applicable local bylaws and that the Town and Retailer have met and reviewed the bylaws together, with the Town being sufficiently confident the Retailer is aware and understands the bylaws and has agreed to abide by the same in letter and in spirit; (4) that the Town's police Chief has met with the Retailer, reviewed the Retailer's security plan and finds it acceptable to the Town; (5) that the Town's Director of Public Health has met with Retailer and is satisfied that Retailer's business plan will serve the Town's needs for health concerns; (7) that the Town is satisfied with Retailer's plans for workforce training, local hiring, local sourcing of product and overall, with Retailer's positive impact plan for the Town;

* If a final location has not been selected, a similar letter to the CCC will be issued when a location is selected, and a special use permit is issued.

- (vi) If contacted by the CCC, promptly provide any information requested concerning Retailer, including confirmation that its site is in a proper zoning district, notwithstanding that a special permit may be required;

- (vii) Upon the request of the Retailer in connection with the renewal of its license, or any annual reporting by Retailer to the CCC or otherwise, provide the Retailer with an accounting of the financial benefits accruing to the Town under this Agreement, as required by 935 CMR 500.103(4)(d), and such other cost-benefit information as the Retailer may reasonably request; and
 - (viii) The Municipality understands and acknowledges that, as required by M.G.L. c. 94G, § 3(d), Retailer's payments to the Municipality shall be reasonably related to the costs imposed upon the Municipality by Retailer's operation of a registered marijuana retail facility within the Municipality. Upon the request of the Retailer, Municipality shall provide Retailer with an accounting of the incremental financial cost to the Municipality of hosting the Retailer, and such other cost information as the Retailer or any other regulatory authority of Retailer may reasonably request of Retailer.
- 3. The Municipality may use all payments made hereunder for any purpose in conformity with the law in its sole discretion.
- 4. This Agreement is non-assignable. In the event that Retailer ceases doing business as a marijuana establishment in the Town, its successor, if any, shall be required to negotiate and sign a new Host Community Agreement with the Municipality.
- 5. So long as this Agreement is in effect, the real and personal property owned by the Retailer shall be treated as taxable by the Town in accordance with the Town's applicable real and personal property and state automobile tax laws and regulations and shall not be exempt therefrom.
- 6. Other:
 - (a) Notices. Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered postage prepaid mail, return receipt requested; by and; by overnight delivery service; or by other reputable delivery services, to the parties at the addresses set forth on the first page of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.
 - (b) Severability. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced.
 - (c) Choice of Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of The Commonwealth of Massachusetts.

(d) Accounting. The Retailer shall maintain its books, financial records, and other compilation of data pertaining to the requirements of this Agreement in accordance with generally accepted accounting principles and all applicable guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.

(e) Integration. This Agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, 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.

SIGNED this day and year respectively written below and effective as of the date first written above.

Municipality
Town of Ware, Massachusetts

Retailer
NewCann Group, LLC

By: _____
Stuart Beckley, Town Manager

By: _____
Edward B. Kaiser, Manager

_____, 2018

_____, 2018

Alan G. Whitney, Vice Chairman, Board of Selectmen

_____, 2018



TOWN OF WARE

Town Manager

126 Main Street

Ware, MA 01082

413-967-9648 x100

November 30, 2018

To : Board of Selectmen

From : Stuart Beckley

Attached is the proposal from Town Management Solutions for the school regionalization study. At the School Committee's recommendation, the Town would strictly follow the Massachusetts Association of Regional Schools (MARS) process as the initial phase of the regionalization review. The School Committee agrees with the Selectmen's comments about the timing of any survey in the process (after data collection and research).

If all are accepting of the process, the School Committee and Selectmen would meet to discuss the starting point and time.

Please let me know if there are questions.

To: Marlene DiLeo, Ed.D, Superintendent, Stuart Beckley, Town Manager
From: Andy Paquette, SFO, CGFM, TMS President
Date: October 24, 2018

RE: REVISED REGIONALIZATION STUDY PROPOSAL

Based on the discussion and clarification of the proposed study, TMS will conduct the "Phase I of the MARS Steps to Regionalization – Steps A to F" as enumerated below:

SCOPE OF WORK:

- a. Begin Discussions and Contact DESE
- b. Identify Incentives to Regionalize
- c. Determine Type of Region/MA Regionalization Models
- d. Utilize Self-Assessment Tool for Measuring District Capacity
- e. Determine Advantages to Regionalization
- f. Determine the Challenges to Regionalization

The Total Cost for this study is \$12,000, a \$3,000 reduction due to the clarification of the original proposal.

HOST COMMUNITY AGREEMENT

Dated _____, 2018

The parties to this agreement are:

The Town of Ware, Massachusetts, by and through its Board of Selectmen, having a principal office at Town Hall, 126 Main St, Ware, Massachusetts 01082 (hereinafter "Municipality"); and

Cedar Roots, LLC a Massachusetts Limited Liability Company having a principal office at 44 East Main St, Ware, MA 01082 (hereinafter "Cultivator").

Whereas, Cultivator proposes to operate a registered cannabis cultivation facility at 50 East Main St, Ware, MA 01082, in accordance with General Laws, Chapter 94G, 935 CMR 500, and Section 4.8.8 of the Ware zoning bylaws, and section 15-4 of the Ware general bylaws; and

Whereas, the town supports the cultivator's intention to so operate or partner with licensed operators; and

Whereas, the Municipality expects to experience adverse impact arising from the cultivator's operations including, without being limited to, the increased use of municipal services; the increased use of municipal infrastructure; the need for additional municipal infrastructure, employees and equipment; increased traffic and costs related to mitigating other impacts to the town and its residents; and

Whereas, the parties wish hereby to set forth the conditions for locating and operating the establishment in Ware, including stipulations of responsibility between the Municipality and the cultivator pursuant to Section 3 of Chapter 94g of the General Laws;

Now, therefore, in consideration of mutual covenants, the parties stipulate and agree as follows:

1. In mitigation of the aforesaid adverse impact to the Municipality from the Cultivator's operations, Cultivator shall pay to Municipality, quarterly over five (5) years, a sum equivalent to three percent (3%) of Cultivator's gross sales from marijuana and marijuana products during the previous quarter, on or before the 15th day following the close of each quarter. The first payment shall be due thirty days from the end of the calendar quarter in which sales commence, and quarterly thereafter.
2. Stipulation of responsibilities:
 - 1.) The Cultivator shall:
 - (i) Within sixty (60) days from the close of its fiscal year, submit a report to the Municipality certifying the gross revenue for the preceding fiscal year, to be

prepared by a Certified Public Accountant and in accordance with generally accepted account principles.

- (ii) Maintain its premises in a neat and tidy condition and conduct its operations in a businesslike and professional manner, with due regard for the interests of this community.
- (iii) Maintain its marijuana establishment license in good standing with the Cannabis Control Commission and comply with all applicable CCC regulations;
- (iv) Cooperate with all municipal departments, boards, committees, and commissions to ensure that the Cultivator's operations are compliant with all the local bylaws, rules, regulations, and policies;
- (v) Comply with any and all conditions lawfully imposed by local authorities;
- (vi) Make reasonable efforts to hire local vendors and workers, and otherwise to engage the establishment in the local economic mainstream;

3. The Municipality shall:

- (i) Provide an appropriate forum whereby the views of citizens about the Cultivator's operations can be aired and the Cultivator's have the opportunity to address complaints or suggestions that arise concerning Cultivator's operations.
- (ii) Accommodate the installation and use of state of the art security and fire protection/alert systems connected to the police and/or fire department;
- (iii) Recognize Cultivator as having all the rights, duties, and responsibilities of, and deserving of equal treatment with, other business establishments in town;
- (iv) If reasonably requested by Cultivator, provide a letter in the nature of an estoppel certificate, stating that the municipality is aware of no outstanding violations of local law or insufficiently addressed complaints;
- (v) If contacted by the Cannabis Control Commission, promptly provide any information requested concerning Cultivator, including confirmation that its site is in a proper zoning district, notwithstanding that a special permit may be required;
- (vi) Upon the request of the Cultivator in connection with the renewal of its license, provide the Cultivator with an accounting of the financial benefit accruing to the Town of Ware under this agreement, as required by 935 CMR

500.103(4)(d), and such other cost-benefit information as the Cultivator may reasonably request.

4. The Municipality may use all payments made hereunder for any purpose in its sole discretion.
5. This agreement is non-assignable. In the event that the Cultivator ceases doing business as a marijuana establishment in Ware, its successor, if any, shall be required to negotiate and sign a new Host Community Agreement with the Municipality.
6. So long as this agreement is in effect, the real and personal property owned by the Cultivator shall be treated as taxable by the Town in accordance with the Town's applicable real and personal property and state automobile tax laws and regulations and shall not be exempt therefrom.
7. Other:
 - (a) Notices. Any and all notices, or other communications required or permitted under this agreement shall be in writing and delivered postage prepaid mail, return receipt requested, by and; by overnight delivery service; or by other reputable delivery services, to the parties at the addresses set forth on the first page of this agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.
 - (b) Severability. If any term or condition of this agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining terms and conditions of this agreement shall not be deemed affected thereby unless one or both of the parties would be substantially or materially prejudiced.
 - (c) Choice of Law. This agreement shall be governed by, constructed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
 - (d) Accounting. This Cultivator shall maintain its books, financial records, and other compilation of data pertaining to the requirements of this agreement in accordance with generally accepted accounting principles and all applicable guidelines of the Cannabis Control Commission. All records shall be kept for a period of at least seven (7) years.
 - (e) Integration. This agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This agreement supersedes all prior agreements,

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

Signed this day and year respectively written below.

Municipality
Town of Ware, Massachusetts

Cultivator
Cedar Roots, LLC

By: _____
Stuart Beckley, Town Manager

By: _____
Mary L. Feeny, Manager

By: _____
Frederick A. Lotuff, Manager

_____, 2018

_____, 2018

Alan G. Whitney, Vice Chairman, Board of Selectmen

_____, 2018