

## **HOST COMMUNITY AGREEMENT**

Dated June 15<sup>th</sup>, 2021

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 "Retailor").

Whereas, Municipality and Retailor have previously entered into a Host Community Agreement for the establishment of a Registered Cultivation Site, dated December 4, 2018, for a Cultivation facility located at 50 East Main Street in Ware; and

Whereas, Retailor proposes to operate a registered cannabis retail distribution establishment 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 Retailor'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 15<sup>th</sup> 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 Retailor 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 Retailor'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 Retailor's operations can be aired and the Retailor'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 Retailor 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 Retailor, 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 Retailor in connection with the renewal of its license, provide the Retailor with an accounting of the financial benefit accruing to the City 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, so designated by vote of the Board of Selectmen.
- 5. This agreement is non-assignable. In the event that the Retailor 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 Retailor 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 Retailor 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

Retailor  
Cedar Roots, LLC

By:   
Stuart Beckley, Town Manager

By: \_\_\_\_\_  
Mary L. Feeny, Manager

By:   
Keith J. Kruckas, Chairman Board of Selectmen

By: \_\_\_\_\_  
Frederick A. Lotuff, Manager

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