

2 Norino Way Cannabis Cultivation Facility

Comments Report

25 August 2021

Town Planner: Taking into consideration that this proposed Cannabis Cultivation facility at 2 Norino Way has long been planned for, and reviewed by the Planning Board on a preliminary basis twice over the past several years (i.e., leading up to Wed. night's initial public hearing), this author would like to first start this Comments Report by giving an historical perspective on how and why this project came to be planned for at its proposed location.

To begin, as board members may recall, the subject lot of 2 Norino Way, zoning-wise, is one of the premiere undeveloped commercial/industrial building lots left in town; topographically and dimensionally speaking, however, it is one of the more challenging lots to development. For it is steeply graded and far longer than it is deep; it is because of these physical challenges, as exist for many other lots located throughout the MBOD, that the 300 ft. buffer language between Cannabis uses and residentially zoned properties was amended; amended not to reduce said 300 ft., but rather, to make certain that if a buffer reduction was allowed by the Planning Board, via the Special Permit process, that such a buffer reduction would not adversely affect any abutting/nearby resident(s). Such is the case for how, in a nut shell, the subject lot at 2 Norino Way came to be planned for as a Cannabis use, and with its inherent physical challenges, why the building's location on the lot necessitates the board's consideration to waive said 300 ft. buffer, again, via the provisions of the Special Permit process.

With the above being said, this author would also like to point-out to the board, leading up to the public hearing that, perhaps, no recent project has received more attention and more written input and inquiries than this project, and for which, both Andrea and I have responded to each inquiry, and welcomed all interested parties to attend Wed. night's virtual meeting. Further, all of the inquiring parties have been assured that board members will receive copies of their letters/emails prior to the hearing. Note: said correspondences are included in the E-Packet.

NOTE: I believe most parties of interest realize that on several occasions over the course of the past few years various Town Meetings have overwhelmingly supported the emerging and growing cannabis industry and its exclusive location being established as an overlay zoning district within the IB zone, which runs along both sides of I-95, starting just to the south of Rte. 133 (E. Main St.) and continuing north within said IB zoning district boundaries. I also believe that most concerned parties of this present project realize that the subject building lot, being in close proximity to their residential neighborhood, is one of the properties for which the original 300 ft. buffer language was amended, which basically provides that the Planning Board give careful consideration and address any adverse impacts of a Cannabis use, as it relates to the buffer between residentially zoned properties.

In essence, Wed. night's hearing is the initial public hearing, and will be highly important, relative to presenting this proposed Cannabis cultivation and manufacturing facility to not only the Planning Board, but to the general public at-large, and especially so to the residential abutters, who are genuinely concerned about the Planning Board thoroughly reviewing this proposed use and addressing their concerns to the extent possible and practicable.

SITE: 2 Norino Way - Map 15 Lot 50H

ZONING: IB/MBOD - Minimum lot size 80,000 sf and 200 ft. of frontage.

PURPOSE OF PLAN: to propose a two-story, 54,800 sf Cannabis Cultivation and Manufacturing on the undeveloped parcel located at 2 Norino Way, and provide for necessary access, parking, exterior lighting and landscaping features, as shown on the submitted Site Plans.

PLAN UNDER REVIEW ENTITLED: Site Plan for 2 Norino Way in Georgetown, MA, May 2021, prepared by Millennium Engineering, Inc. 62 Elm St., Salisbury, MA, dated 24 MAY 2021, and revised thru 22 JUN 2021, consisting of Sheets 1 thru 10 (said Plan is attached herewith).

ATTACHMENTS:

- 1) Public Hearing Notice for 2 Norino Way, RE: Cannabis Cultivation and Manufacturing Facility - "A".
- 2) Special Permit/Site Plan/Major Development Review Applications and Project Narrative - "B" **NOTE:** all exhibits not included in "B", but referenced in the Applications and Narrative can be viewed in their entirety by going on either the Planning Board's webpage or via the Board's Google Drive.
- 3) Fire Dept. Input, having no date, - "C".
- 4) Mann & Mann Supplemental Submittal letter, dated 30 JUN 21 - "D". **NOTE:** all of the Exhibits referenced in this letter, including the revised Site Plans, etc. can be viewed in their entirety by going on either the Planning Board's webpage or via the Board's Google Drive.
- 5) Host Agreement Between the Town of Georgetown and Humboldtcast, LLC (the Applicant) - "E".
- 6) Comments From Police Chief Cudmore, dated 14 JUL 21 - "F"
- 7) Comments Received from the GMLD:

From: Dave Schofield <DSchofield@georgetownlight.com>

Sent: Wednesday, June 9, 2021 11:00 AM

To: John Cashell

Cc: Mike Conwell

Subject: Norino Way

John,

We shouldn't have a problem feeding it. Same rules apply. Project will incur all costs initially and we will maintain the service later in perpetuity.

Thanks,

Dave

ATTACHMENTS SEPARATE FROM THE ABOVE COMMENTS REPORT, and INCLUDED IN THE E-PACKET FOR THIS AGENDA ITEM:

- 8) Traffic Impact Assessment Report, dated 23 JUL 21 - "4-A".
- 9) 2 Norino Way Site Plan, as cited-above - "4-B".

- 10) Revised Stormwater Report – “4-C”.
- 11) Supplemental Architectural Plans – “4-D”.
- 12) Landscape Plans – “4-E”.
- 13) Revised Lighting Plans – “4-F”.
- 14) Cannabis Manufacturing License – “4-G”.
- 15) Cannabis Cultivation License – “4-H”

REQUESTED WAIVERS: N/A.

APPLICATION TRACKING:

- 1 JUN 2021 – Said Applications submitted and stamped by the Town Clerk.
- 13 & 20 JUL – Applications advertised for public hearing in the Lawrence Eagle Tribune and Certified Abutters Notices for the hearing mailed to all required parties, i.e., abutters and surrounding municipalities.
- 28 JUL 21 – Initial Public Hearing scheduled, but canceled and re-noticed for 25 AUG 21.

SUGGESTED ACTION: For Wed. night, staff recommends for the board to:

- 1) Board move to accept the Special Permit/Site Plan/Major Development Review Applications for the proposed 2 Norino Way Cannabis Cultivation and Manufacturing Facility;
- 2) The Board move to conduct a concurrent public hearing on the submitted Special Permit/Site Plan/Major Development Review Applications.
- 3) The Board move to Open the public hearing;
- 4) Read aloud the public hearing notice;
- 5) Allow the Applicant to present the project in its entirety;
- 6) Board be provided the opportunity to ask questions of the Applicant;
- 7) Open the hearing to abutters for input, questions and concerns;
- 8) Board provide for Applicant rebuttal period, if called for;
- 9) Board vote to continue the Public Hearing date specific to the 25 AUG 21 Meeting, and cite that no further notice will be provided to abutters, i.e., no abutter notices will be mailed.

DRAFT MOTIONS:

- 1) I move to accept the Special Permit/Site Plan/Major Development Review Applications for the proposed 2 Norino Way Cannabis Cultivation and Manufacturing Facility.

Motion by: _____ Second: _____ Carried/Failed: _____

Roll Call Vote: BF _____ BW _____ JL _____ GC _____ HL _____

- 2) I move to open and conduct a concurrent public hearing for the 2 Norino Way Cannabis Cultivation and Manufacturing Facility submitted Special Permit/Site Plan/Major Development Review Applications.

Motion by: _____ Second: _____ Carried/Failed: _____

Roll Call Vote: BF _____ BW _____ JL _____ GC _____ HL _____

- 3) I move to continue the public hearing date specific to the 22 SEPT 21 Meeting.

Motion by: _____ Second: _____ Carried/Failed: _____

Roll Call Vote: BF _____ BW _____ JL _____ GC _____ HL _____

**PUBLIC HEARING NOTICE
GEORGETOWN PLANNING BOARD**

"A"

Notice is hereby given that the Planning Board will hold a concurrent public hearing in accordance with the following described land development/use applications for property located at 2 Norino Way, Georgetown, MA, and shown on the Town Assessor's Map 15 as Lot 50H: (1) Special Permit and Site Plan Approval under §165-162 and §165-80.2 for the Development and Operation of a Marijuana Business Specializing in Cultivation and Manufacturing and (2) Special Permit under §165-83 – Major Development authorizing the development of a property with a structure in excess of 30,000 square feet. The applicant is: Humboldtcast, LLC, 395B Ipswich Road, Boxford, MA 01921. Said public hearing shall be held on 25 August 2021, starting at 7:00 P.M., and be conducted by the Georgetown Planning Board virtually in accordance with Chapter 20 of the Acts of 2021, which extends certain Covid-19 measures adopted during the State of Emergency. Interested persons are invited to participate in the above-cited hearing, via computer, tablet or smartphone by connecting to the following Zoom link: <https://us02web.zoom.us/j/88603162803>; Zoom Meeting ID# 886 0316 2803. Interested parties can also participate via telephone by calling 1 - 929-205-6099 and using Meeting ID 886 0316 2803.

The above-cited remote meeting connection information will be included on the 25 August 2021 meeting agenda, which will be posted on the Town of Georgetown website no less than 48 hours prior to the meeting. Further, the meeting will be broadcast live on the Georgetown Local Access Cable TV Channel 9. Video recordings of this meeting, and all Georgetown Planning Board meetings may be found at www.georgetownma.gov, by choosing Cable TV option.

Full and complete copies of the above-cited Special Permit, Site Plan and Major Development applications, together with the associated Plans, are available upon request by emailing the Town Planner at jcashell@georgetownma.gov or by calling the Planning Office at 978-352-5713. Any person interested in being heard on this application should appear at the time and place designated, herein. Please note, written correspondence will be accepted and read into the record of the hearing. Persons needing special accommodations should contact the Georgetown Planning Department at (978) 352- 5713.

John Cashell
Town Planner for Town of Georgetown

Bill To: Planning Board
 Town of Georgetown
 1 Library St.
 Georgetown, MA 01833

Publish: In the Lawrence Eagle Tribune on 10 August and 17 August, 2021.

Town of Georgetown

Planning Office
1 Library Street
Georgetown, MA 01833



'B'

Phone: (978) 352-5713

Fax: (978) 352-5725

Special Permit Application

RECEIVED
TOWN CLERK
GEORGETOWN, MA

Type of Special Permit Applied for:

JUN 1 REC'D - 12:05 PM

- ☐ OPEN SPACE RESIDENTIAL DEVELOPMENT (OSRD) Concept Plan (Chapter 165-47)
- ☐ OPEN SPACE RESIDENTIAL DEVELOPMENT (OSRD) Site Plan (Chapter 165-47)
- ☐ COMMON DRIVEWAY (Chapter 165-7)
- ☐ GROUNDWATER PROTECTION DISTRICT (Chapter 165-39)
- ☐ EARTH REMOVAL PERMIT (Chapter 49)
- ☐ RAPID DEVELOPMENT - RATE OF DEVELOPMENT BY-LAW (Chapter 165-12)
- ☐ ACCESS ACROSS LOT FRONTAGE (Chapter 165-73.1)
- ☒ OTHER (Explain) (1) Special Permit and Site Plan Approval under §165-162 and 165-80.2 for the Development and Operation of a Marijuana Business Specializing in Cultivation and Manufacturing; and (2) Special Permit under §165-83 for Major Development authorizing the development of a property with a structure in excess of 30,000 square feet.

Check the appropriate category above and outline basis for request for Special Permit:

See the attached narrative for a complete description of the proposal and the basis for granting the Special Permits and Site Plan Approval.

Submit 16 copies of application and corresponding plan/data to Georgetown Planning Board in accordance with posted procedures. M.G.L. Ch. 40 Sec. 9 requires that petition shall be filed with the Town Clerk. Application shall include a Certified List of Abutters within 300 ft. as required by M.G.L. Ch. 40A, Sec. 11. The Planning Board shall advertise the Public Hearing, at Owner/Applicant's expense. The applicant shall notify abutters via certified mail.

No-Ral Properties LLC	Norino Mirra
Owner's Name	Business Name
6 Norino Way, Georgetown, MA 01833	978-352-7879
Owner's Address (Street, City, State, and Zip Code)	Telephone
HOMBOLDTEAST, LLC	Jayme Fishman
Applicant's Name (If acting as agent, attach authorization signed by owner.)	Business Name
395B Ipswich Road, Boxford, MA 01833	617-320-8647
Applicant's Address (Street, City, State, and Zip Code)	Telephone
Millenium Engineering Inc.	
Applicant's Engineer / Representative Name	Business Name
T.J. Melvin, 62 Elm Street, Salisbury, MA 01952 (TJMelvin@mei-ma.com)	978-462-8980
Applicant's Engineer / Representative Address (Street, City, State, and Zip Code)	Telephone

Address of Site 2 Norino Way

Assessor's Map 15 Lot 50H Zoning District IB Light Industrial District

Registry of Deeds Book # 26106 Page # 180

Signature of Owner See attached authorization Date _____

Signature of Applicant [Signature] Date _____

By Jill Elmstrom Mann, Legal Counsel
to the Applicant

Application for Special Permit General Information

1. Filing fee as per current fee schedule to be submitted with application to Planning Board, payable to "Town of Georgetown."
2. Copy of deed of current owner to be included with submittal.
3. Plan is to be stamped by a Registered Professional Civil Engineer, or Registered Land Surveyor, as necessary.
4. Applicant hereby agrees to permit inspection to confirm construction as per plan during ordinary business hours by reviewing board or its agent. The applicant shall compensate agent, where applicable.
5. The Planning Board reserves the right to hire a consultant, at Applicant's expense, if deemed necessary to further review plans or supporting data, as per M.G.L. Ch. 44, Section 53G.

Signature of Owner See above Date _____

Signature of Applicant [Signature] Date 5.24.2021
By Jill Elmstrom Mann, Legal Counsel
for the Applicant

NARRATIVE - MARIJUANA BUSINESS- CULTIVATION AND MANUFACTURING

To: ✓ Planning Board of the Town of Georgetown "Board"

From: Jill Elmstrom Mann

Applicant: HUMBOLDTEAST LLC "Applicant"

Owner: NO-RAL PROPERTIES LLC

Property: 2 Norino Way, Georgetown, Assessor's Map 15-50H "Property"

Zoning District: IB Light Industrial District/ Marijuana Business Overlay District

Zoning Relief: Under Article XIX, §165-162 of Georgetown Zoning Bylaws "Approvals"
adopted on October 7, 1054 with amendments

§165-162 Special Permit authorizing the development and operation a Marijuana Business that specializes in cultivation and manufacturing

§165-83 Site Plan Approval approving the location of the structures, improvements and parking areas for the Marijuana

§165-80.2 Special Permit for Major Development authorizing the development of a Property with a structure in excess of a total of 30,000 square feet

EVIDENCE:¹ In addition to this Narrative, the following information is being submitted in support of Applicant's request for Approvals as required under §165-162.D.(1)-(10) (the "**Evidence**"):

1. Application, Fee and a Certified Abutters' List, Evidence of Submission to Town Clerk
2. Exhibit A Copy of Deed into the Owner
3. Exhibit B Authorization to Apply from Owner
4. Exhibit C Copy of Provisional Licenses from the Cannabis Control Commission - §165-162.D.(1)
5. Exhibit D Detailed Floor Plans, dated May 20, 2021, prepared by Dennis Colwell Architects (the "**Floor Plans**") §165-162.D.(2)
6. Exhibit E Detailed Site Plans, dated May 24, 2021, prepared by Millennium Engineering (the "**Site Plans**"), Inc. §165-162.D.(3), which shows all properties within 300' linear feet from the boundary line of the Property §165-162.D.(10)
7. Exhibit F Security Measures, Emergency Procedures and Policies and Procedures for Transfer, Acquisition and Sale of Marijuana §165-162.D.(4), (5), and (7)

THE INFORMATION INCLUDED IN EXHIBIT F IS EXEMPT FROM PUBLIC RECORDS UNDER M.G.L. c. 4, §7(26)(n) and SHALL NOT BE SUBJECT TO REVIEW OR DISTRIBUTION TO THE GENERAL PUBLIC

8. Exhibit G Waste Disposal Procedures §165-162.D.(8)
9. Exhibit H Proof of Liability Insurance §165-162.D.(10)
10. Exhibit I Renderings (the "**Renderings**" together with the Floor Plans and Site Plans, the "**Plans**")
11. Exhibit J GIS Map
12. Exhibit K Aerial Overview

¹ The Facility will not involve direct sales to end-users. Additionally, the Applicant did not request any waivers from DPH or CCC regulations. Accordingly, Applicant is not required to provide any information under §165-162.D.(6) and (9).

EXISTING CONDITIONS: As shown on the Site Plans, the Property consists of approximately four and 80/100 (4.8) acres of vacant, undeveloped land located at the corner of Norino Way and Long Hill Road and is surrounded by large vegetated buffers. The Property has in excess of one thousand, two hundred (1,200') feet of frontage on Norino Way and approximately three hundred seventy-five (375') feet of frontage along Long Hill Road. The entire Property is located in the IB Light Industrial District (the "**IB**") within the Marijuana Business Overlay District (the "**MBOD**"). About one (1) acre of the southeastern portion of the Property is located within the Water Resource District. Additionally, the Outside Residential B Zone (the "**RB**") is located across Long Hill Road off of the Property's northern boundary line. As shown on the Site Plans, the frontage of the Property is characterized by a steep grade change along Norino Way. Because of the natural features of the Property as well as the location of RB District in close proximity to the Property, the Applicant is proposing to construct the Building toward the north side of the Property, while maintaining a side set back in excess of 125 feet, measured from the north side of the Building. The design purposefully separates the active use of the Facility from the RB District and from the closest single-family home.²

PROPOSAL:

The Applicant is proposing to develop the Property as cultivation and manufacturing facility for a marijuana business (the "**Facility**"). The Facility will consist of a 2-story industrial building with a footprint of approximately twenty-seven thousand, four hundred (27,400'±) square feet (the "**Building**") and twenty-eight (28) parking spaces for employees and vendors³ and usable interior space of approximately fifty thousand (50,000) square feet.

Based on its extensive investigations, the Applicant selected the Property as being the best suited parcel of land within the MBOD to responsibly accommodate a Marijuana Business. The Applicant spent many months searching the MBOD for the optimal location in the Town of Georgetown. During its investigation, the Applicant discovered that the Property did not comply with a strict application of the 300' separation requirement.⁴ After bringing the issue to the attention of the Town, it was discovered that substantially all of the available properties in the MBOD were unable to strictly comply with the separation requirement. Accordingly, at Town meeting, the Town voted to provide the Planning Board with the authority to grant waivers from strict compliance with the separation requirement thereby creating a vehicle for the Applicant to

² As shown on the Site Plans, the proposed Building is located less than 300' from the Outside Residential B Zoning District and the Building has been situated more than 300' from the closest single-family home. Accordingly, the Applicant is requesting a waiver from strict compliance with §165-161. H.(1).

³ The property will not be open to the public and therefore does not need parking to accommodate any customer parking requirements.

⁴ §165-161.H. "No Marijuana Business use shall be located within 300 linear feet of a property line where the following zoning district, activity or use occurs... (I) Any Residential District"

§165-161.I. "Separation. Distances shall be calculated by direct measurement from the nearest property line of the [residentially zoned] land... to the nearest point of the property line of the proposed Marijuana Business Parcel"

proceed with its Application to locate the Facility at the Property.

The Property is located in the IB District and therefore is zoned for various “by right” industrial uses that have the potential to be more intense than a properly designed and operated Marijuana Business.⁵ The Applicant respectfully suggests that the Facility will be a less intense use than certain “by right” uses and will provide a larger buffer area and be subject to more protective conditions. As noted, the Property does not abut a residential district and has an extensive natural landscape buffer. As noted, Long Hill Road separates the IB district from the Outside Residential B Zoning District and the separation between the Building and the closest single-family home is greater than three hundred (300’) feet and is heavily wooded and well screened.

Due to the existing topography and the final grades of the Property, each level of the Building will have direct outside access. As shown on the Site Plan, all business-related traffic will enter and exit the Property from Norino Way. The Applicant is proposing to concentrate activity along the southeastern portion of the Property which will be in excess of 500’ from the nearest single-family home. The driveway has been designed to accommodate the anticipated truck delivery and standard vehicular traffic accessing the site. To minimize impacts to properties within the RB District and to provide enhanced security, the loading area has been located along the front of the southern-most portion of the Building. This Facility will not be open to the public. To the extent required by the various Town Departments, the Applicant is proposing to construct two (2) secondary egresses onto Long Hill Road that will be restricted to emergency use only.

As shown on the Renderings, the Building has been designed to be neutral and to blend in with its surroundings. The color palate and plain façade are intended to minimize visual impact and to not attract attention. By eliminating all windows, the Applicant avoids any light nuisance and will ensure that all operational activity will not be visible from outside of the Building. The Applicant will install a Title 5 compliant septic system and a stormwater management system in accordance with all local, state and federal regulations. In addition, the Applicant will install an industrial waste water holding tank in order to handle the drainage from the cultivation operation at the Facility that will be pumped as and when needed and will have a back-up alarm indicating when the tank needs to be pumped. Applicant intends on providing municipal water and electric service to the Facility.

- Pursuant to §165-159 - the cultivation, production, processing, assembly, packaging and wholesale sale of marijuana requires a special permit from the Planning Board to develop and operate a marijuana business.
- Pursuant to §165-80.2(4) - the permitting of any use that will occupy in excess of 30,000 square feet requires a Major Development Review by and a Special Permit from the Planning Board.
- Pursuant to §165-161.A - the development of any improvements that will support the marijuana business requires site plan approval by the Planning Board. Pursuant to §165-161.I, the Facility requires a waiver of

⁵ Under the Use Regulations Schedule, the Property is able to be used by right as a facility for the “fabrication, assembly, processing, finishing work or packaging” or “storage of bulk goods indoors or out for distribution.”

the 300' separation requirement from the Planning Board.

In support of the Applicant's request for a waiver pursuant to §165-161.I, the Applicant has provided Evidence with its Application (including but not limited to this Narrative) and will provide testimony and additional written evidence to the Board during the public hearing (collectively, the "Record") that (i) the Applicant has been unsuccessful in locating a practicable alternative that complies with the 300' separation requirement, therefore without the waiver the Facility will be prohibited from locating in Georgetown; and (ii) the physical aspects of the Building, the prohibition of public access and lack of any retail sale component, and the various security measures to be employed by the Applicant will ensure that there is no diversion of any marijuana products to minors or any unauthorized individuals.

POSITION STATEMENT: Pursuant to the conditions of approval for the above-referenced Special Permits under §165-159 and §165-80.2(4) in accordance with §165-79 and Site Plan Approval under §165-83, Applicant respectfully suggests to the Board that Record will support the following findings by the Board:

1. The Facility is essential and desirable to the public convenience and welfare.
2. The Facility will not overload the public water system or any other municipal system.
3. The Facility will not impair the integrity or character of the IB District or the RB district.
4. The Facility will not be detrimental to the character of the neighborhood.
5. The site features at the Property have been designed to properly accommodate the Facility and to include security measures that will ensure that there is no diversion of any marijuana products to any unauthorized person, including but not limited to minors.
6. The Applicant will demonstrate compliance with §165-162.B.(1)-(12) as follows:
 - a. The Facility complies with all requirements of Article XIX and the other applicable provisions of the Bylaws including but not limited to parking, signage and landscaping.
 - b. The design of the Facility minimizes the visual impact by controlling the location of all loading areas, entrances, and parking.
 - c. The Facility will have adequate stormwater management facilities in compliance with all local, state and federal requirements.
 - d. The driveway as shown on the Site Plans has been designed to safely handle the traffic that will be generated by the Facility. Vehicles entering and exiting the Property have more than sufficient sight distance to travel safely onto and from the Property.
 - e. The absence of windows and the location of the driveway will minimize glare from headlights and other light intrusion.
 - f. The color palette and modest façade of the Building is intended to reduce its visual impact on

the neighborhood and to balance the utility needs of the Facility with the character of the neighborhood.

- g. The concentration of activity along the southeastern portion of the Property and Building is intended to avoid possible nuisance.
 - h. The use of the Facility as a cultivation and manufacturing business is in keeping with the IB District, which permits processing, light manufacturing and distribution, and is not expected to create any nuisance or any negative impact on the normal use and peaceful enjoyment of the neighboring properties including the residential uses.
 - i. As shown on the Site Plans there is adequate access to the Property and Building for emergency service equipment.
 - j. The Facility is an appropriate use for the Property and is the only practicable location in the Town of Georgetown.
 - k. The Property layout has been designed to create adequate parking and secure loading areas.
 - l. The stormwater management system shown on the Site Plans is sufficient to properly handle and treat all stormwater runoff from the Property and has been designed to comply with the Massachusetts' stormwater management regulations.
 - m. The septic system is being designed to comply with Title 5 as well as the local Board of Health Requirements.
 - n. By ensuring that the stormwater management system and septic system are designed in compliance with all local, state and federal requirements and by installing a waste water holding tank for the operation of the Facility, the Applicant is ensuring that all water sources and the natural environment are being protected.
7. The Applicant will demonstrate compliance with the dimension and density requirements set forth under §165-163 by complying with all dimensional and density requirements, stormwater control, landscaping, signage (which will be minimal), and removal and decommissioning.

**TOWN OF GEORGETOWN
ABUTTER LIST**

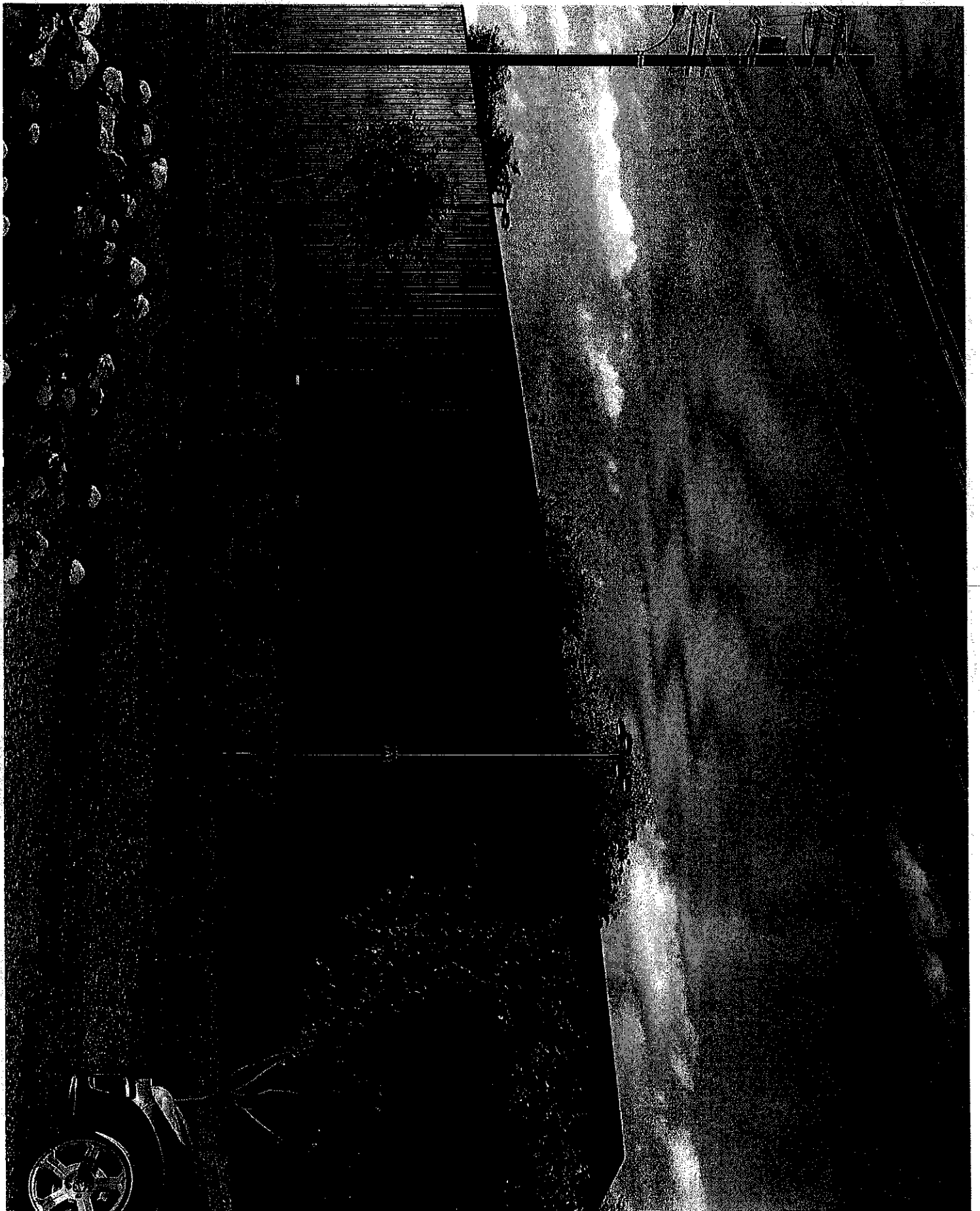
PARCEL # 15-50H - 2 NORINO WAY - PREPARED FOR ZONING BOARD OF APPEALS 300'

PARCEL ID	PARCEL ADDRESS	OWNER 1	OWNER 2	MAILING ADDRESS	CITY/TOWN	STATE	ZIP CODE
15-135	91 TENNEY ST	91 TENNEY ST LLC		53 PARK AVE	MIDDLETON	MA	01949
15-136	93 TENNEY ST	DCD DEVELOPMENT LLC		53 PARK AVE	MIDDLETON	MA	01949
15-50B	1 PATRIOT LN	SAN GIORGIO I, LLC LONGVIEW @ GT	C/O THE DOLBEN CO INC	9 PATRIOT LN	GEORGETOWN	MA	01833
15-50E	7 PATRIOT LN	NO-RAL PROPERTIES LLC		6 NORINO WY	GEORGETOWN	MA	01833
15-50F	6 NORINO WY	RANN REALTY LLC		6 NORINO WY	GEORGETOWN	MA	01833
15-50G	4 NORINO WY	NO-RAL PROPERTIES LLC		6 NORINO WY	GEORGETOWN	MA	01833
15-50H	2 NORINO WY	NO-RAL PROPERTIES LLC		6 NORINO WY	GEORGETOWN	MA	01833
15-50J	9 LONG HILL RD	CROWN ATLANTIC COMPANY LLC		6 NORINO WY	GEORGETOWN	MA	01833
15-61	70 TENNEY ST	JEK 70 TENNEY ST LLC		PMB 353-4017 WASHINGTON RD	MC MURRAY	PA	15317
16-48	TENNEY ST	TOMPKINS B & DESJARDINS S TR	OF THE TOMPKINS/DESJARDINS TR	70 TENNEY ST	GEORGETOWN	MA	01833
16-48A	2 LONG HILL RD	COLLINS KEVIN	NANCY COLLINS	74 LONG HILL RD	ROWLEY	MA	01969
16-48B	4 LONG HILL RD	SHAH SUMUL J	NEELI A SHAH	2 LONG HILL RD	GEORGETOWN	MA	01833
16-48C	6 LONG HILL RD	HAGAN THOMAS JAMES	MELISSA C HAGAN	4 LONG HILL RD	GEORGETOWN	MA	01833
				6 LONG HILL RD	GEORGETOWN	MA	01833

CERTIFIED



MAY 20, 2021



Town of Georgetown



Planning Office
1 Library Street
Georgetown, MA 01833

Phone: (978) 352-5713

Fax: (978) 352-5725

"Bcont."

Site Plan Approval Application

Please type or print clearly:

In accordance with Section 165-83 of the Georgetown Zoning Bylaw, Site Plan Approval is required for the following:

- X Construction, exterior alteration, relocation, occupancy, or change in use of any building for commercial, industrial, office, multi-family, municipal, institutional, utility, fraternal or recreational purposes.
- Resumption of any use discontinued or not used for more than two (2) years or for the expansion of any existing use.

Petitioner: Humboldtcast LLC

Address: 395B Ipswich Road, Georgetown, MA 01833

Telephone Number: 617-320-8647

Owners of Land: No-Ral Properties LLC

Address: 6 Norino Way, Georgetown, MA 01833

Telephone Number: 978-352-7879

Number of Years of Ownership: 15 years

Location of Property (address): 2 Norino Way, Georgetown, MA

Zoning District: IB Light Industrial District and Marijuana Business Overlay District

Approximately 1 acre is within the Water Resource District

Assessors: Map: 15 Lot # 50H

Registry of Deeds: Book #: 26106 Page # 180

Town of Georgetown

Planning Office
1 Library Street
Georgetown, MA 01833



Phone: (978) 352-5713

Fax: (978) 352-5725

Description of Project and Proposed Use: The Property consists of approximately four and 80/100 (4.8) acres of vacant, undeveloped land located at the corner of Norino Way and Long Hill Road and is surrounded by large vegetated buffers. It has in excess of one thousand, two hundred (1,200') feet of frontage on Norino Way and approximately three hundred seventy-five (375') feet of frontage along Long Hill Road. The Applicant is proposing to construct a 2-story industrial building with a footprint of approximately twenty-seven thousand, four hundred (27,400'±) square feet (the "Building") on the north side of the Property, while maintaining a side set back in excess of 125 feet.

The Building is located less than 300' from the Outside Residential B Zoning District. Accordingly, the Applicant is requesting a waiver from strict compliance with §165-161. H.(1). The Applicant will maintain a set back between the Building and the closest single-family home of more than 300'.

The Building will be closed to the public and will have twenty-eight (28) dedicated onsite parking spaces for employees and vendors.

Proposed Building:

Ground Floor (Sq. Ft):	<u>27,400±</u>	# Floors:	<u>2</u>
Total Sq. Ft.:	<u>54,800±</u>	Height:	<u>≤40'</u>
Use:	<u>Marijuana cultivation and manufacturing</u>	Type of Construction:	<u>Metal Building</u>

Petitioner and Landowner signatures:

Every application for Site Plan Approval shall be made on this form which is the official form of the Planning Board. Every application shall be filed with the Town Clerk's Office. It shall be the responsibility of the petitioner to furnish all supporting documentation with this application. The dated copy of this application received by the Town Clerk or Planning Office does not absolve the applicant from this responsibility. The petitioner shall be responsible for all expenses for filing and legal notification.

Failure to comply with application requirements, as cited herein and in the Planning Board Rules and Regulations may result in a dismissal by the Planning Board of this application as incomplete.

The Petitioner hereby agrees to permit inspection to confirm construction as per plan during ordinary business hours by the Planning Board or its agent. The Petitioner shall compensate agent, where applicable.

The Planning Board reserves the right to hire a consultant at the Petitioner's expense if deemed necessary to further review plans or supporting data (M.G.L. Ch. 44, Sec. 53G)

Petitioner's Signature:

Print or type name here:

 6-3-2021
Jayme Fishman, Manager, Humboldt East LLC by its
Attorney J. Elstrom Mann

Owner's Signature:

Print or type name here:

See Attached Authorization
Norino Mirra, Manager
No-Ral Properties LLC

OWNER AUTHORIZATION
(Access and Application)

The undersigned (the "Owner"), hereby authorizes JAYME FISHMAN and HOMBOLDT EAST (the "Buyer"), to apply to the appropriate boards, commissions and agencies for any and all local, state or federal approvals and permits (the "Approvals") required in order to develop the vacant parcel of land containing approximately ± 4.8065 acres of land located at and commonly known as and numbered 2 Norino Way, Georgetown, Massachusetts (the "Property"). Such Approvals shall include an application for a site plan approval. In association with any and all Approvals, Buyer is further authorized to access the Property for the purpose of performing a survey of the Property, conducting percolation tests and environmental assessments, showing the property to contractors, engineers, and any other third parties and finalizing Buyer's investigation and testing of the Property and securing all Approvals. The Owner may rescind such authorization in the event the Agreement to acquire the Property is no longer a valid and binding agreement between the parties.

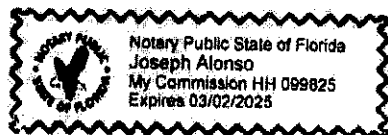
The Owner disclaims any responsibility for the actions of, or information provided by the Buyer relating to any requests for approval or otherwise.

Dated: May , 2021

NO-RAL PROPERTIES LLC

Norino A. Mirra
Norino A. Mirra, Manager
Florida S.A
COMMONWEALTH OF MASSACHUSETTS
Essex, ss
Pinellas S.A

On this 20 day of May 2021, before me, the undersigned notary public, personally appeared Norino Mirra who is known to me to be the person whose name is signed on the foregoing instrument, and acknowledged to me that he signed it voluntarily for the purpose stated herein.



[Signature]
Notary Public
My commission expires: 3/2/2025

Georgetown Fire Dept. Comments on Norino Way

"C"

Third Party Guidelines for Plans Reviews

Any work requiring permitting from 780 CMR and/or the IBC that includes:

1. New or substantially altered fire alarm systems
 - a. Relocation of devices that involve egress changes or the addition of walls that will require additional devices
 - b. Changes in the sequence of operation
2. New or substantially modified (relocation of 20 or more sprinklers) sprinkler systems
3. Overhead gas station suppression
4. Custom engineered hood suppression systems
5. Or other complex fire protection systems
6. If egresses are impacted in any manner, then a plan to overcome the impairment shall be submitted as part of the package and reviewed by a third party.

The Fire Department review and approval is for work involving 780 CMR Chapter 4 (Special Detailed Requirements Based on Use and Occupancy), Chapter 9 (Fire Protection Systems) and /or Chapter 34 (Existing Structures). An IEBC study shall be included in the submittal

Should the plans fit into any of the above categories, they shall be reviewed by an approved party firm from the list below. The cost for review will be borne by the submitting firm (per 527 CMR 1.00, Section 1.15.1.3). The cost is set by the reviewing firm.

Plans can be sent into any of the approved companies below:

Jensen Hughes www.jensenhughes.com

Send all inquiries and documentation to:

Kurt Ruchala, PE, FSEPE; kruchala@jensenhughes.com

100 Quannapowitt Parkway Suite 401 Wakefield, MA 01880

O: 1-781-382-2366 C: 1-508-450-6927

SLS Consulting, Inc.

www.slsfire.com

Send all inquiries and documentation to:

Eric Montplaisir, P.E. emontplaisir@slsfire.com

1 Lincoln Street Boston, MA 02111

O: 888-224-9911 C: 603-289-8708

Code Red Consultants, LLC

<http://www.crcfire.com/>

Send all inquiries and documentation to:
cfarrell@crcfire.com
154 Turnpike Road, Suite 200
Southborough, MA 01772
O: 617-500-7633

Submittals must be in accordance with the language below and be found to be satisfactory to the reviewing party. Any less than complete, easily understood, and reasonable documentation are subject to rejection.

- Prior to approval of a Building Permit by the Georgetown Building Department, Georgetown Fire Prevention requires Third Party Review and Recommendation for Approval of Tier One Construction Documents (including Engineering Plans, System Narratives, etc. – see description below) associated with new or modified fire protection/fire alarm systems. In addition to the life safety system approvals, a Construction Fire Safety Plan in accordance with NFPA 241 and 527 CMR 1.00 shall be reviewed.
- Fire Protection/Alarm System Installation Permit – Prior to issuance of the Fire Alarm and/or Sprinkler System Installation Permit by the Georgetown Building or Fire Departments, Georgetown Fire Prevention requires Third Party Review and Approval of all Tier Two Shop Drawings (detailed design layout, equipment specifications, system sequence of operation, etc. – see description below) associated with the new or modified fire protection/fire alarm systems.
- All *Fire Protection or Associated Life Safety Systems* which are permitted by the Georgetown Building or Fire Departments require final plans review by Georgetown Fire Prevention (*Fee: \$50.00*).
- Plans and documents shall be sent in to fire prevention at:

fireprevention@georgetownma.gov

o Documents to be uploaded include:

- Initial Construction Control Document

- All approved documents from the submittal
- The approved Construction Safety Plan (NFPA 241)

780 CMR: MASSACHUSETTS AMENDMENTS TO THE INTERNATIONAL BUILDING CODE

- 107.1.2 Fire Department Review. For permits that include work under Chapters 4, 9, or 34, Construction documents shall be filed simultaneously with the head of the local fire department and building official for review and approval. The fire department shall complete the review within 10-working days after receiving the documents. Upon the fire department's request, the building official may grant one or more extensions up to a total review period maximum of 30 days.
- **1. Tier One, Construction Documents** - Prior to issuance of a building permit, *construction documents* for the fire protection system must be submitted in accordance with section 107.1.2 and a building permit obtained prior to the installation of fire protection systems or modifications, alterations, additions or deletions to an existing fire protection system. The *construction documents* shall contain sufficient information to completely describe each of the fire protection system(s) for which a permit is to be issued. The *construction documents* shall include the following:
 - a. Each system shall be described in a narrative report, which contains:
 - i. design methodology for the protection of the occupancy and hazards in accordance with this code and applicable NFPA Standards and,
 - ii. sequence of operation of all fire protection systems and operations and, ○
 - iii. testing criteria to be used for final system acceptance.
 - b. Building and site access for fire-fighting and/or rescue vehicle(s) and personnel.
 - c. Fire hydrant(s) location and water supply information.
 - d. Type/description and design layout of the automatic sprinkler system(s).
 - e. Automatic sprinkler system(s) control equipment location.
 - f. Type/description and design layout of the automatic standpipe system(s).
 - g. Standpipe system hose valve(s) type and location.
 - h. Fire department Stortz connection type(s) and location
 - i. Type/description and design layout of the fire protective signaling system(s).
 - j. Fire protective signaling system(s) control equipment and remote annunciator location
 - k. Type/description and design layout of the smoke control or exhaust system(s).
 - l. Smoke control or exhaust system(s) control equipment location.
 - m. Building life safety system features (auxiliary functions) required to be integrated as part of the fire protective signaling system(s).
 - n. Type/description and design layout of the fire extinguishing system(s).
 - o. Fire extinguishing system(s) control equipment location.
 - p. Fire protection system(s) equipment room location.
 - q. Fire protection system(s) equipment identification and operation signs.
 - r. Fire protection system(s) alarm/ supervisory signal transmission method and location. (Master Box Required)

- s. Fire command center location.
- t. Type/description and location of any emergency alarm system
- u. Type/description and location of any alternative fire suppression system or protection
- v. Type/description and location of any carbon monoxide protection.

2. Tier Two, Shop Drawings - Prior to installation of fire protection systems, shop drawings, where applicable, shall be submitted to the *building official* and fire official and shall contain, but not be limited to; detailed design layout, equipment specifications, system sequence of operation, and analysis to substantiate the design. Shop drawings shall note the name(s), license number(s) and license expiration date(s) of the contractor(s) installing the fire protection systems

Exception. For shop drawings of Fire Alarm and Detection Systems; *see* section 780 CMR 907.1.2 for applicable requirements

MANN & MANN, P.C.
COUNSELLORS AT LAW

"D"

JILL ELMSTROM MANN†*
KURT P. MANN†*

†Admitted to practice in Massachusetts and New York

June 30, 2021

Town of Georgetown
John Cashell
1 Library Street
Georgetown, MA 01833

RE: 2 Norino Way - Assessor's Map 15-50H -- Supplemental Submittal

Special Permit and Site Plan Approval under §165-162 and §165-83 authorizing the development and operation of a Marijuana Business specializing in Manufacturing and Cultivation

Special Permit for Major Development under §165-80.2 authorizing the development of a Property with a structure in excess of 30,000 square feet

Dear Mr. Cashell:

Pursuant to our earlier discussion HUMBOLDTEAST LLC is submitting a supplemental filing with the following items:

Exhibit

- A. Revised Site Plans to address comments from Department Heads regarding grade of driveway (initial set should be disregarded)
- B. Revised Stormwater Report to reflect changes to the Site Plans (initial report should be disregarded)
- C. Revised Architectural Plans (initial set should be disregarded)
- D. Landscape Plans
- E. Lighting Plans
- F. Copy of Manufacturing License
- G. Copy of Cultivation License
- H. Copy of Renewal for both Licenses.

Very truly yours,
MANN & MANN, P.C.

Jill Elmstrom Mann

Enclosures

Cc: Town Clerk (full set)
Jayme Fishman, Manager Humboldtcast LLC (electronic)
TJ Melvin, MEI (electronic)
Chris Drinan, DCA (electronic)

191 South Main Street, Suite 104
Middleton, Massachusetts 01949
Telephone: 978-762-6238
Facsimile: 978-762-6434

Direct Email: jill@manny.com
kurt@manny.com

" E "

TOWN OF GEORGETOWN AND HUMBOLDTEAST, LLC
HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 11th day of February, 2019 by and between HumboldtEast, LLC, a Massachusetts limited liability company, and any successor in interest, with a principal office address of 395B Ipswich Road, Boxford, MA 01921 ("the Company"), and the Town of Georgetown, a Massachusetts municipal corporation with a principal address of Town Hall, 1 Library Street, Georgetown, MA 01833 ("the Town"), acting by and through its Board of Selectmen, in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate a 60,000 square foot licensed marijuana cultivator and product manufacturing facility for the cultivation, manufacture, processing, commercial production and distribution of cannabis products ("RME") at 2 Norino Way, Georgetown, MA, Assessors Map 15, Lot 50H (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G, 105 CMR 750.00 and/or 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission ("CCC") or such other state licensing or monitoring authority, as the case may be, to operate the RME and receives all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the RME, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

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

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of the RME, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the RME in the Town, then the Company agrees to provide the following Annual Payments:

GF 2-11-19

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to one-half percent (0.5%) of the Gross Annual Revenue of the Facility (defined herein) for that year. The term "Gross Annual Revenue of the Facility" shall mean the total of all of the Company's revenue accrued from sales or transfers of marijuana, marijuana infused products, paraphernalia, and any other products cultivated, processed or manufactured at the Facility or sold from the Facility ("Transactions"). In the event that the Company carries out Transactions with an affiliated or subsidiary organization or company for consideration less than wholesale fair market value, the Town shall be entitled to include in "Gross Annual Revenue of the Facility" the fair market valuation of such Transactions.
2. The Annual Community Impact Fee shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30). The Annual Community Impact Fee for the first year of operation shall be prorated based on the number of months the RME is in operation. The RME shall be deemed in operation upon all of the following: (i) receipt of both an occupancy permit from the Building Commissioner, the issuance of a final license from the CCC, and (ii) the RME's first sale of product that generates revenue for the RME. The Annual Community Impact Fee shall continue for a period of five (5) years. At the conclusion of each of the respective five year terms, the Parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee, the Annual Community Impact Fee specified in Paragraph 2.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community Impact Fee. For purposes of this Agreement, the RME and Facility shall be deemed operational upon the commencement of Transactions. The Company shall provide written notice to the Town upon the commencement of Transactions.
3. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to the impact on roads and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

B. Annual Community Benefit Payments

The Parties further agree that the Town is likely to incur additional expenses and impacts as a result of the operation of the Facility that cannot presently be accurately predicted and may not be amenable to accurate quantification. Accordingly, in order to mitigate the financial impact on the Town resulting therefrom, in addition to the Annual Community Impact Fee, the Company shall additionally pay to the Town an Annual Community Benefit Payment in accordance with the following:

1. Annual Community Benefit Payments: The Company shall pay to the Town as a Community Benefit Payment for each year of operation the sum of 2.5% of Gross Annual Revenue of the Facility in that year, provided as follows:
 - a. The Annual Community Benefit Payment shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30). The Annual Community Benefit Payment for the first year of operation shall be prorated based on the number of months the RME is in operation.
 - b. The parties hereby recognize and agree that the Annual Community Benefit Payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

C. Late Payment Penalty

The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under this section of this Agreement. In the event that any such payments are not fully made within fifteen (15) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

3. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.

GF
2-11-19

4. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit an annual accounting of all fees owed for the year as well as copies of all documents that the Company is required to file annually with the CCC to the Town no later than July 31 of each calendar year with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility.

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon the reasonable request of the Town, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records solely for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

5. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make reasonable efforts 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 RME when such contractors and suppliers are properly qualified, price competitive and otherwise able to timely meet the Company's needs. The Company will make reasonable efforts to hire qualified employees who are Town residents to the extent consistent with state law, CCC regulations which require all employees of the Manufacturing Facility to register as "agents", and the demands of the Company's business.

6. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such

property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company 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 the Company 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 fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

7. 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, the Company shall use reasonable efforts to work with the Town's Police Department in determining the placement of exterior security cameras.

The Company agrees to use reasonable efforts to cooperate with the 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 RME, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall use reasonable efforts to work with the Police Department to implement a comprehensive diversion prevention plan, such plan to be in place prior to the commencement of operations at the Establishment, so long as any such diversion prevention plan is consistent with CCC regulations.

8. Community Impact Hearing Concerns

The Company agrees to employ its commercially reasonable efforts to work collaboratively and cooperatively with any neighboring businesses and residents to establish, if requested by the Town, written policies and procedures to address mitigation of any reasonable 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 the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time by the Company, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

9. Additional Obligations

A. Permitting

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of the RME in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the RME in the Town.

B. Retained Authority of the Municipality

This Agreement does not affect, limit, or control the authority of the Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the RME to operate in the Town, or to refrain from enforcement action against the Company and/or the RME for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

C. Annual Reporting

The Company shall file an annual report with the Board of Selectmen in connection with its annual financial submissions on July 31 of each year for purposes of reporting on compliance with each of the terms of this Agreement and shall, at the request of the Board of Selectmen, appear at a regularly scheduled meeting to discuss the Annual Report.

D. Annual Inspections

The Company agrees that it will voluntarily submit to a minimum of one (1) annual inspection by the Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provisions shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters.

E. Improvements to the Property

The Company shall make capital improvements to the property as approved by the Town's Planning Board.

10. Electrical Usage and Renewable Energy Requirements

The Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the CCC and meet all applicable environmental laws, regulations, permits, and other applicable approvals; and (b) use commercially reasonable efforts to minimize the consumption of electricity in accordance with industry practices that comply with CCC standards.

The Company shall report to the Board of Selectmen annually on its energy use and shall include in its annual report a summary of its ongoing strategies to further reduce electricity demand.

11. Water Consumption

The Company shall use commercially reasonable efforts to minimize the consumption of water in accordance with commercially reasonable industry practices that comply with CCC standards.

12. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c.21, §§26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

The Company shall exclusively use organic or natural cultivation processes to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company agrees to consult with the Board of Selectmen regarding its cultivation methods in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the RME. The Company shall comply with all reasonable requests of the Board of Selectmen, including, but not limited to, testing requirements and tank holding requirements if necessary.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three years.

13. Odor Control Technology

The Company will use commercially reasonable practices and comply with any current or future CCC standards to eliminate odor from the RME so that it is not released so as to constitute a nuisance to surrounding properties. The Company shall utilize a closed air system at the RME to not release or introduce any outdoor air into the RME. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the RME. The

Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

14. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

15. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the RME in the Town, with the exception of the Community Impact Fee, which shall be subject to the five-year term set forth in G.L. c.94G, §3(d).

16. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign its obligation to pay any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) any assignment for the benefit of creditors; and/or (v) any other assignment not approved in advance in writing by the Town, provided that the Company may assign this Agreement and its rights and obligations hereunder in connection with any of the foregoing if the successor or transferee assumes the Company's obligations under this Agreement.

17. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town:

Board of Selectmen
Town Hall
1 Library Street
Georgetown, MA 01833

To Licensee:

Jayme Fishman
HumboldtEast, LLC
395B Ipswich Road
Boxford, MA 01921

18. 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 either party would be substantially or materially prejudiced. Further, the Company agrees that if it raises a legal challenge to the validity, legality, or enforceability of the Agreement, the Company shall pay for all reasonable fees and costs incurred by the Town in meeting such challenge if the Town prevails.

19. Governing Law

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

20. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. 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.

21. Amendments/Waiver

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all parties to the original Agreement, prior to the effective date of the amendment.

22. Headings

CF
8-11-12

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

23. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

24. Signatures

Facsimile, PDF and other electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.

25. 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 entity as joint ventures or partners.

26. Nullity

This Agreement shall be null and void in the event that the Company does not locate a RME in the Town or relocates the RME out of the Town, provided, however, that if the Company decides not to locate a RME in the Town, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of use and occupation of the RME within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

27. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, its agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Facility, provided however that this obligation shall not include any claims against the Town related to the approval of this Agreement or otherwise permitting said RME to locate in Town. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

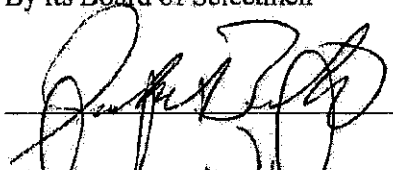
28. Third-Parties

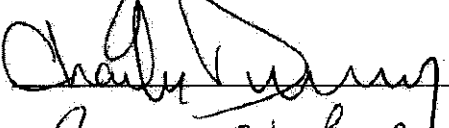
Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

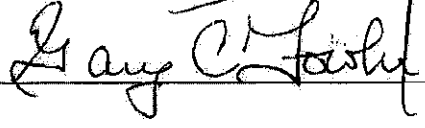
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF GEORGETOWN

By its Board of Selectmen



Douglas H. Jones


Charles W. King


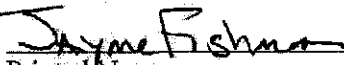
Gary C. Lashley

HUMBOLDTEAST, LLC

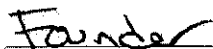
By:



Signature



Printed Name

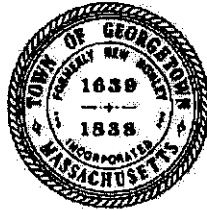


Title

Town of Georgetown

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GEORGETOWN, MA

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PLANNING BOARD
1 LIBRARY STREET
GEORGETOWN, MA 01833

TEL. (978) 352-5713

PUBLIC HEARING NOTICE

GEORGETOWN PLANNING BOARD

Notice is hereby given that the Planning Board will hold a concurrent public hearing in accordance with the following described land development/use applications for property located at 2 Norino Way, Georgetown, MA, and shown on the Town Assessor's Map 15 as Lot 50H: (1) Special Permit and Site Plan Approval under §165-162 and §165-80.2 for the Development and Operation of a Marijuana Business Specializing in Cultivation and Manufacturing and (2) Special Permit under §165-83 – Major Development authorizing the development of a property with a structure in excess of 30,000 square feet. The applicant is: Humboldt East LLC, 395B Ipswich Road, Boxford, MA 01921. Said public hearing shall be held on July 28, 2021, starting at 7:00 P.M., and be conducted by the Georgetown Planning Board virtually in accordance with Chapter 20 of the Acts of 2021, which extends certain Covid-19 measures adopted during the State of Emergency. Interested persons are invited to participate in the above-cited hearing, via computer, tablet, smartphone or by connecting to the following, Meeting ID: 839 9505 8679. Interested parties can also participate via telephone by calling 1 - 929-205-6099 and using Meeting ID 839 9505 8679. The above-cited remote meeting connection information will be included on the 28 July 2021 meeting agenda, which will be posted on the Town of Georgetown website no less than 48 hours prior to the meeting. Further, the meeting will be broadcast live on the Georgetown Local Access Cable TV Channel 9. Video recordings of this meeting, and all Georgetown Planning Board meetings may be found at www.georgetownma.gov, by choosing Cable TV option.

Full and complete copies of the above-cited Special Permit, Site Plan and Major Development applications, together with the associated Plans, are available upon request by emailing the Town Planner at jcashell@georgetownma.gov or by calling the Planning Office at 978-352-5713. Any person interested in being heard on this application should appear at the time and place designated, herein. Please note, written correspondence will be accepted and read into the record of the hearing. Persons needing special accommodations should contact the Georgetown Planning Department at (978) 352- 5713.

John Cashell
Town Planner for Town of Georgetown

Bill To:
MANN & MANN, P.C.
Attorney Jill Elmstrom Mann
191 S. Main St. Suite 104
Middleton, MA 01949
jill@manny.com

978-762-6238

Publish: In the Lawrence Eagle Tribune on 13 July and 20 July, 2021.

"F"



Memorandum

To: John Cashell
Town Planner
From: Donald C. Cudmore
Chief of Police
Date: 07-14-21s
Re: Marijuana Business – 2 Norino Way

I have reviewed the plan outlined in an email dated July 13, 2021 regarding the above project. I have no specific comments so long as the specific language described in a prior Special Permit involving a marijuana facility (*Healthy Pharms, now Mission*), which was voted on March 9, 2016 for the operation of the business is included.

Specifically, the language as stated in the "Special Conditions" on page 4, Section 10 ensures review and impact of the facilities operation relative to police operations and public safety.

As always, should you need any additional information, please do not hesitate to contact my office.

Respectfully Submitted,

Donald C. Cudmore
Chief of Police