



## Town of Westminister Planning Board

### Application for Special Permit Public Hearing

**Step One: Seek Determination from the Building Commissioner.** Before you apply to the Planning Board for a Special Permit, you must discuss your plans or situation with the Building Commissioner (Westminister Town Hall, Room 211). The Building Commissioner will review your plans and provide you with a written determination that you can attach to this application.

### Type of Special Permit you are seeking:

- |  |   |
|--|---|
| <input type="checkbox"/> Veterinary Kennel<br><br><input type="checkbox"/> Domestic Charitable Corporation Kennel<br><br><input type="checkbox"/> Wind Power Facility<br><br><input type="checkbox"/> Commercial Boarding or Training Kennel<br><br><input type="checkbox"/> Commercial Breeder Kennel | <input type="checkbox"/> Cluster Housing Development<br><br><input type="checkbox"/> Medical Marijuana Facility<br><br><input checked="" type="checkbox"/> Recreational Marijuana Facility<br><small>Note: Apothca has submitted a separate application for a Medical Marijuana Facility to allow the contemporaneous operations of both uses on site.</small><br><input type="checkbox"/> Solar Power Facility<br><br><input type="checkbox"/> Adult Entertainment |
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### Step Two: Fill out your application and assemble the necessary information.

Applicants must submit one original application packet and five copies. Digital submissions are preferred. Each application packet must contain the following items:

- X   Copy of the completed Special Permit application.
  - X   Copy of the completed Site Plan Approval application and all required materials.
  - X   Copy of the abutters list prepared by the Westminister Assessor's office.
  - X   Letter from the Building Commissioner indicating that a Special Permit is required.
  - X   Sign-off from Treasurer-Collector's office that the subject property is not on the Town's Delinquent Tax List\_\_\_\_\_.
  - X   Check covering application fee made payable to: Town of Westminister.
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### **Step Three: File your Application with the Town Clerk**

This section to be filled out by Town Clerk:

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Town Clerk

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Date Submitted

## APPLICATION FOR SPECIAL PERMIT HEARING – PLANNING BOARD

(This form to be filed with Town Clerk)

### Property Information

1. Location of Property: Street Address 142 Turnpike Road

Tax Map # 93 Parcel # 8 (see Town Assessor)

Deed Book # 8837 Page # 073

Plan Book #                      Page #                     

Zoning District(s): Industrial - I (found in Building Commissioner's letter)

2. Name of Petitioner(s): Apothca, Inc.

Owner ☒ Tenant/ ☐ Agreed Purchaser/ ☐ Other (circle one)

Address: 99 Development Road, Fitchburg, MA 01420

Telephone #: ( 978 ) 479-1896 Email: rphilbrick@apothca.com

3. Name of Owner(s) of Property: 99 Development Road LLC

Address: 36 Glen Avenue, Newton, MA 02459

Telephone #: ( 305 ) 741-6450 Email: joseph@artcangroup.com

### 4. Property Owner's Knowledge and Consent

I (we) have knowledge of, and consent to, the application for the project as presented.

Joseph Lekach 5/13/2020

Signature of Property Owner Date

Joseph Lekach

Please Print Name

## Project Information

### 1. Explain what you want to do or construct:

Apothca, Inc. ("Apothca") seeks a Special Permit and Site Plan Review from the Westminster Planning Board to operate a Recreational Marijuana Facility and Medical Marijuana Facility contemporaneously to expand on the company's licensed marijuana cultivation and product manufacturing operations at 99 Development Road, Fitchburg, MA 01420 on the portion of its premises located within the Town of Westminster. Specifically, as described extensively within the enclosed project narrative and demonstrated within the enclosed Site Plans, Apothca seeks to make minor interior modifications to the structure denoted on the Site Plans as Building 15 to allow for the storage of marijuana and marijuana products. Apothca further seeks to remove existing asphalt pavement in a 39,140 SF portion of the premises denoted on the Site Plan as 'Proposed Outdoor Grow Area' and construct an eight-foot perimeter fence adorned with state-of-the-art security equipment to allow for the outdoor growing of marijuana within the secured area. Plants will be placed within raised beds and not planted directly into the earth.

2. Explain how the proposal is in substantial harmony with the Westminster Master Plan and other plans approved or amended from time to time by the Westminster Planning Board, and with the purposes of the Zoning Bylaw:

The Westminster Master Plan seeks to promote economic development strategies that "retain existing businesses and attract new businesses that pay living wages, such as the manufacturing and biotechnology sectors" while "[recognizing] farming as an integral part of Westminster's economy and rural character". Apothca's proposal lies at the intersection of these two goals by allowing for the expansion of an existing business in an emerging Massachusetts industry, allowing for enhanced employment opportunities for Westminster residents and increased tax revenues for the Town, while embracing the agricultural foundation on which Westminster was built. Please see the enclosed narrative for a description of the proposal's cohesion with the Town's Zoning Bylaw.

3. Explain how the use request is appropriate on the site in question:

Apothca already engages in the regulated cultivation and product manufacturing of marijuana on the Fitchburg portion of the site in full compliance with all applicable laws, regulations, and other conditions placed by the Cannabis Control Commission and City of Fitchburg. The perimeter of Apothca's campus is secured through extensive security fencing and members of the public are strictly prohibited from gaining access to the site. As such, the proposed use is appropriate on the site in question because Apothca seeks to further develop the interior of the site to expand its existing permitted business practices in a manner consistent with state law and local zoning code.

4. Explain how the use will not be unduly detrimental to the health, safety, morals or welfare of the community or neighborhood by reason of noise, traffic, pollution, or demand on community facilities, services or utilities:

Please see the enclosed narrative.



## General Guidance for Potential Applicants:

The Planning Board may issue a Special Permit for uses which are in harmony with the general purpose and intent of the Zoning Bylaw provided that:

1. The proposal is in substantial harmony with the Westminster Master Plan;
2. The use request is appropriate on the site in question;
3. The use will not be unduly detrimental to the health, safety, morals or welfare of the community or neighborhood by reason of noise, traffic, pollution, or demand on community facilities, services or utilities.

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## THE HEARING PROCESS

**Scheduling the Hearing** - The Planning Board will schedule a public hearing of the petition once it has been filed with the Office of the Town Clerk and the requisite fees have been paid. In addition to the petitioner, all abutters will be notified of the hearing and will be given an opportunity to comment on the petition at the hearing. The Board will also hear from all other interested parties. As part of the public hearing, the Board may request comments from other town boards, officials, legal counsel or consultants.

**Public Hearing Time Extensions** - The Board in its discretion and upon written application by the Applicant may extend the time for exercise of such rights for a period not to exceed six (6) months. A request to extend said time limits must be made in writing to the Board at least 30 days prior to said expiration date. The Board herewith reserves its rights and powers to grant or deny such extension, and to require any appropriate changes to this approval. If the Board does not grant such an extension within thirty days of the date of application, and upon the expiration of the original time period, such rights may be re-established only after notice and a new hearing pursuant to MGL, Ch. 40A, §9.

**Closing the Hearing and Issuing a Decision** - Once the presentation has been made and all interested parties have been heard, the public hearing portion of the meeting will be closed and the Board will, at its option, discuss the petition at that time or postpone discussion until a later time or date. All discussions will be held at an open meeting; however, once the public hearing has been closed, no additional comments will be allowed from either the petitioner or the public unless the Board requests clarification.

**Filing the Decision** – State law requires that the Planning Board file its DECISION with the Town Clerk within ninety (90) days of the close of the public hearing.

**The Appeal Period** - Once the decision is filed with the Town Clerk, a 20-day appeal period begins. After the 20 day appeal period, you should check with the Town Clerk to learn whether any appeals were filed. If an appeal was filed, you should check with an attorney regarding what to do next. Once the 20-day appeal period has elapsed, you have one year to record the decision with the Registry of Deeds.

**Recording the Decision** – Once the appeal period has passed, the applicant must record the decision with the Northern District of the Worcester County Registry of Deeds. After the decision has been recorded, the applicant shall provide a copy of the recorded decision to the Town Clerk's Office that clearly indicates the Registry's Book and Page number for said decision. **NOTE:** The granting of your petition DOES NOT go into effect until the decision has been recorded with the Registry of Deeds.

**Expiration of Decision:** In the event you are ultimately granted a Special Permit, please be aware that the rights authorized by the Special Permit will lapse if they are not exercised within two (2) years of the date of filing the Decision with the Town Clerk (one year if the Special Permit is for Adult Entertainment).

PLANNING BOARD ABUTTERS LIST FOR 142 TURNPIKE RD  
WESTMINSTER, MA

Map	Block	Lot	Unit	Owner's Name	Co_Owner's Name	Address	City	ST	Zip
76	24			PAN AM SOUTHERN LLC		1700 IRON HORSE PARK	NORTH BILLERICA	MA	01862
93		9		CITY OF FITCHBURG WATER DEPT		718 MAIN ST	FITCHBURG	MA	01420
93		10		99 DEVELOPMENT ROAD LLC		36 GLEN AVE	NEWTON	MA	02459
93		11		99 DEVELOPMENT ROAD LLC		36 GLEN AVE	NEWTON	MA	02459
93		12		99 DEVELOPMENT ROAD LLC		36 GLEN AVE	NEWTON	MA	02459
93		13		BARRETT RAYMOND L & LOUISE B		128 TURNPIKE RD	WESTMINSTER	MA	01473
93		14		CUTTER DEBORAH P		122 TURNPIKE RD	WESTMINSTER	MA	01473
93		15		JEFFREY RONALD S		120 TURNPIKE RD	WESTMINSTER	MA	01473
93		16		CATABIA KYLE A & KRISTEN E		116 TURNPIKE RD	WESTMINSTER	MA	01473
94		1		JAMES RIVER MASS INC	\$PROPERTY TAX	PO BOX 105681	ATLANTA	GA	30348
94		2		J & M ACQUISITION CORPORATION		251 AUTHORITY DR	FITCHBURG	MA	01420
Record Count: 11									
Parcel Count: 11									

76

PAN AM SOUTHERN LLC  
1700 IRON HORSE PARK  
NORTH BILLERICA, MA 01862

94

J & M ACQUISTION CORPORATION  
251 AUTHORITY DR  
FITCHBURG, MA 01420

93

CITY OF FITCHBURG WATER DEPT  
718 MAIN ST  
FITCHBURG, MA 01420

93

99 DEVELOPMENT ROAD LLC  
36 GLEN AVE  
NEWTON, MA 02459

93

99 DEVELOPMENT ROAD LLC  
36 GLEN AVE  
NEWTON, MA 02459

93

99 DEVELOPMENT ROAD LLC  
36 GLEN AVE  
NEWTON, MA 02459

93

BARRETT RAYMOND L & LOUISE B  
128 TURNPIKE RD  
WESTMINSTER, MA 01473

93

CUTTER DEBORAH P  
122 TURNPIKE RD  
WESTMINSTER, MA 01473

93

JEFFREY RONALD S  
120 TURNPIKE RD  
WESTMINSTER, MA 01473

93

CATABIA KYLE A & KRISTEN E  
116 TURNPIKE RD  
WESTMINSTER, MA 01473

94

JAMES RIVER MASS INC  
%PROPERTY TAX  
PO BOX 105681  
ATLANTA, GA 30348



Apothca, Inc. (“Apothca”) seeks a Special Permit and Site Plan Review from the Westminster Planning Board to expand its existing co-located medical and adult use marijuana cultivation and product manufacturing operations at 99 Development Road, Fitchburg, MA 01420 onto the portion of its licensed premises located within the Town of Westminster, denoted on the Westminster Assessors’ Portal as 142 Turnpike Road (the “Property”). Apothca obtained a Special Permit from the City of Fitchburg to operate a medical marijuana cultivation and processing facility at the Property on November 10, 2016, enclosed hereto as **Exhibit A**. It maintains an active Final Certificate of Registration to operate on the Property, enclosed hereto as **Exhibit B**.

As outlined in further detail throughout the following narrative, Apothca seeks to make minor interior modifications to the structure denoted on the enclosed Site Plans as Building 15 to allow for the storage of marijuana and marijuana products. Further, Apothca seeks to remove existing asphalt pavement from a 39,140 SF portion of the premises denoted on the Site Plans as 'Proposed Outdoor Grow Area' and construct an eight-foot-high perimeter fence adorned with state-of-the-art security equipment to allow for the outdoor growing of marijuana within the secured area. Plants will be placed within pots and not planted directly into the earth.

## **I. Site Context**

The 7.6-acre Westminster portion of the 28.4-acre campus spanning both Westminster and Fitchburg (the “Site”) will be used exclusively for the cultivation and product manufacturing of marijuana and marijuana products, as evidenced in the Context Map enclosed hereto as **Exhibit C**. The perimeter of the entire campus is secured through extensive security fencing that surrounds the entire site. A video surveillance system provides unobstructed coverage of all perimeter entry points, allowing for the clear and certain identifications of persons and activities. As members of the public are strictly prohibited from gaining access to the property, a 24/7 Security Guard is stationed at the front of the site to verify that the only individuals that are able to enter are badged employees, pre-scheduled visitors such as contractors and off-site employees that are accompanied by a badged employee at all times, and members of law enforcement, appropriate regulatory agencies, and emergency response personnel.

The Site was previously developed to ensure that employees and authorized visitors are able to safely traverse the premises; to screen objectionable features from neighboring properties and roadways; to provide adequate and appropriate parking facilities for the proper operation of the use; to maximize the convenience and safety of vehicular and pedestrian movement within the site; to avoid the potential for erosion, flooding or sedimentation on-site or for neighboring properties; to minimize adverse air-quality impacts, noise, glare, and odors; to minimize the creation of hazard to abutters or vehicles; to provide adequate water supply, wastewater systems, and solid waste disposal; and to prevent pollution of surface or groundwater, minimizing erosion and sedimentation, as well as measures to prevent changes in groundwater levels, increased-run-off, and potential for flooding. The enhancements proposed do not alter the site such that mitigation or additional study is required relative to community character, traffic and parking, environmental impact, health, public service and utilities, or land use planning.

## **II. Modifications to Building #15**

Apothca seeks to utilize the existing structure denoted as Building #15 on the Site Plans for packaging, vault storage, shipping and receiving, training, office, and staff use as demonstrated on the proposed Floor Plan for Building #15, enclosed as **Exhibit D**. With the exception of the installation of security equipment as outlined below, no interior or exterior structural or aesthetic changes are proposed. The building maintains an existing Certificate of Occupancy.

Apothca will secure the building utilizing a keycard program, with different levels of access granted to different staff members. Only essential staff will be granted access within any portion of the building designated as a limited access area, such as the vault. Video cameras will be fixed in places that allow for the unobstructed clear and certain identification of persons and activities in all interior and exterior areas of the building including, but not limited to, the roof, all entrances and exits, rooms with exterior windows, rooms with exterior walls, storage rooms, safes, reinforced vaults, and any areas where cannabis is stored, handled, dispensed, destroyed, shipped and received. Each camera will be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit and will protect against sight blockage. The building will also be included within Apothca's intrusion detection system to protect against theft.

## **III. Exterior Cultivation Area**

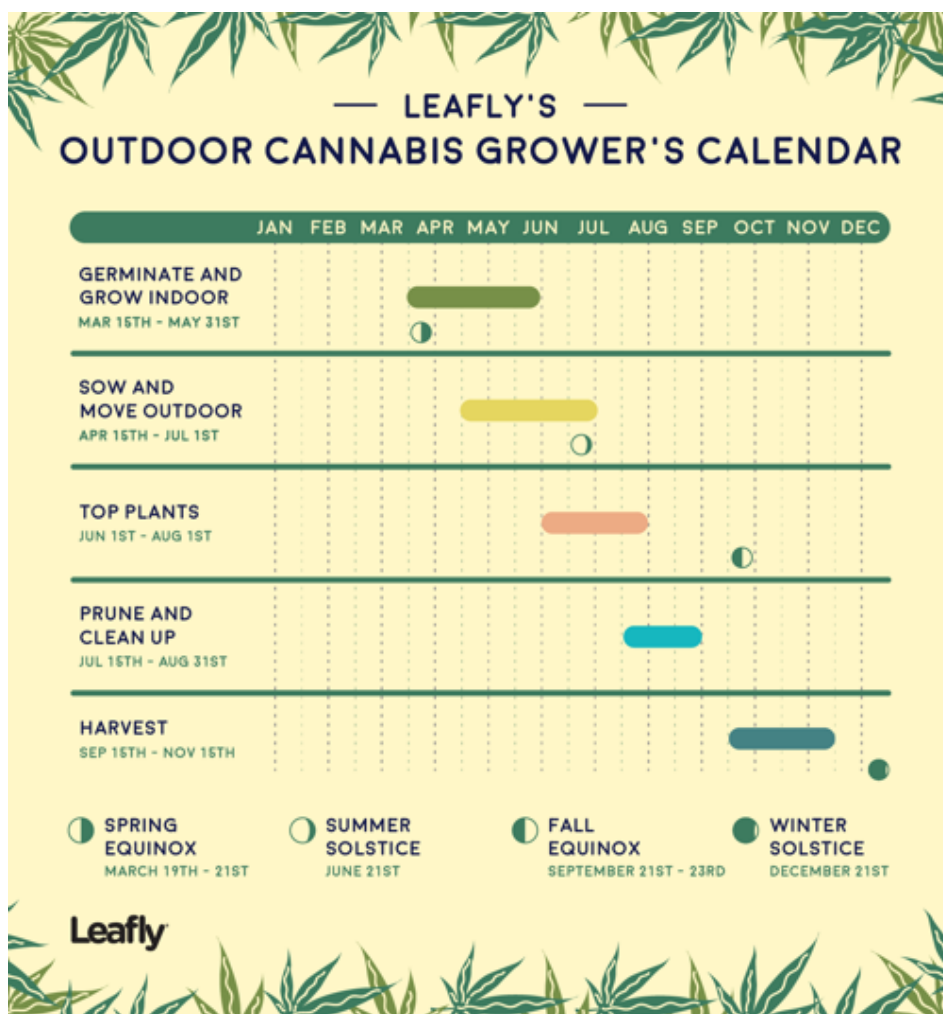
As demonstrated on the enclosed Site Plans, Apothca has designated a vacant 39,140 SF portion of the premises to serve as an exterior cultivation area (the "Exterior Cultivation Area").

Apothca seeks to remove the existing asphalt pavement from the Exterior Cultivation Area and utilizing the raw land beneath the asphalt as a base. Apothca proposes the construction of an eight-foot-high perimeter fence to allow for the outdoor growing of marijuana within the secured area. Sample specifications of proposed the proposed fencing are attached hereto as **Exhibit E**. Video surveillance will be affixed to the fence and around the surrounding premises to allow for the unobstructed clear and certain identification of persons and activities in and around the Exterior Cultivation Area, including walkways leading to it.

Plants will be placed within raised beds and not planted directly into the earth. Sample specifications of proposed pots are attached hereto as **Exhibit F**. Once harvested, products will be transported in secure totes to interior facilities

### *Odor Control*

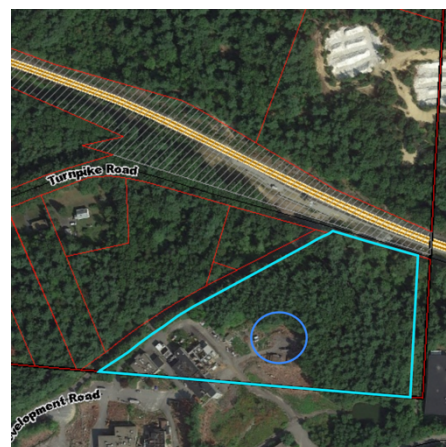
Timing: The ability to engage in exterior cultivation of cannabis is largely dependent on New England weather conditions. As such, Apothca anticipates utilizing the Exterior Cultivation Area between May and November. Please see Leafly's Outdoor Cannabis Grower's Calendar, below.



Most odor-emitting activities occur when marijuana plants are flowering, a five-week phase leading up to the harvest of the plant. Odors occur as a result of the release of terpenes and terpenoids, which are naturally occurring essential oils in all plants.

Screening: Apothca's proposed Exterior Cultivation Area is deep within the 28 acre parcel. Extensive tree brush serves as a natural buffer between Apothca's proposed Exterior Cultivation Area and abutting parcels. Additionally, the property is further segregated by MA Route 2, which runs alongside the parcel.

In addition to the natural buffers, Apothca will plant vegetative buffers along the perimeter of the Exterior Cultivation Area to mitigate any odors. Odor mitigating flowers will be selected based on their flowering schedule to ensure that they bloom concurrently



for effective odor mitigation as well as the odor levels of the flower's terpenes to ensure they are able to mask any marijuana smells.

Crop Selection: Apothca will utilize low odor strains of marijuana for outdoor planting.

#### **IV. Compliance with Westminster Zoning Bylaw § 205-41.1 (B-D): Registered Marijuana Dispensaries**

##### ***B. Operational Standards.***

- 1. All RMDs shall operate in full compliance with the regulations promulgated by the DPH as provided in 105 CMR 725.000.**

The Medical Use of Marijuana Program is now administered by the Cannabis Control Commission. As such, Apothca will operate in full compliance with the regulations promulgated by the Massachusetts Cannabis Control Commission as provided in 935 CMR 502 as it relates to colocated adult use and medical marijuana establishments.

- 2. RMDs which wish to produce edible marijuana-infused products at their RMD must receive Board of Health approval for food processing and preparation.**

Apothca does not propose the production of edible marijuana-infused products at this portion of the Property.

***C. Necessary permits and approvals. In evaluating a special permit application for an RMD, the SPGA shall not issue a permit unless the SPGA makes a finding that the RMD use is appropriate for the proposed site and that the use will not be unduly detrimental to the health, safety, morals or welfare of the community or neighborhood by reasons of noise, traffic, pollution, noxious gases or wastes, or demand on community services. In its final decision, the SPGA shall stipulate any conditions it deems necessary to ensure that the use will not become unduly detrimental to the Town.***

The RMD use is appropriate for the proposed site: The Property in question is a 7.6 acre portion of a 28.4 acre parcel used exclusively for the cultivation and product manufacturing of marijuana and marijuana products, as evidenced in the Context Map enclosed hereto as **Exhibit C**. Apothca currently engages in the regulated cultivation and product manufacturing of marijuana on abutting parcels located within the same campus, which is substantially screened from any adjacent parcels through dense tree vegetation.

The Site was previously developed specifically for the proposed use and to ensure that employees and authorized visitors are able to safely traverse the premises; to screen objectional features from neighboring properties and roadways; to provide adequate and appropriate parking facilities for the proper operation of the use; to maximize the convenience and safety of vehicular and pedestrian movement within the site; to avoid the potential for erosion, flooding or sedimentation on-site or for neighboring properties; to minimize adverse air-quality impacts, noise, glare, and odors; to minimize the creation of hazard to abutters or vehicles; to provide adequate water supply, wastewater systems, and solid waste disposal; and to prevent pollution of surface or groundwater,

minimizing erosion and sedimentation, as well as measures to prevent changes in groundwater levels, increased-run-off, and potential for flooding.

The use will not be unduly detrimental to the health, safety, morals or welfare of the community or neighborhood by reasons of noise, traffic, pollution, noxious gases or wastes, or demand on community services:

*Safety:* The perimeter of the entire campus is secured through extensive security fencing that surrounds the entire site. A video surveillance system provides unobstructed coverage of all perimeter entry points, allowing for the clear and certain identifications of persons and activities. As members of the public are strictly prohibited from gaining access to the property, a 24/7 Security Guard is stationed at the front of the site to verify that the only individuals that are able to enter are badged employees, pre-scheduled visitors such as contractors and off-site employees that are accompanied by a badged employee at all times, and members of law enforcement, appropriate regulatory agencies, and emergency response personnel.

Apothca will secure Building 15 utilizing a keycard program, with different levels of access granted to different staff members. Only essential staff will be granted access within any portion of the building designated as a limited access area, such as the vault. Video cameras will be fixed in places that allow for the unobstructed clear and certain identification of persons and activities in all interior and exterior areas of the building including, but not limited to, the roof, all entrances and exits, rooms with exterior windows, rooms with exterior walls, storage rooms, safes, reinforced vaults, and any areas where cannabis is stored, handled, dispensed, destroyed, shipped and received. Each camera will be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit and will protect against sight blockage. The building will also be included within Apothca's intrusion detection system to protect against theft.

Apothca proposes the construction of an eight-foot-high perimeter fence surrounding the Exterior Cultivation Area. Video surveillance will be affixed to the fence and around the surrounding premises to allow for the unobstructed clear and certain identification of persons and activities in and around the Exterior Cultivation Area, including walkways leading to it.

Noise, traffic, pollution, noxious gases or wastes, or demand on community services: Apothca does not believe that the use of Building 15 for marijuana storage or the development of an Exterior Cultivation Area will result in any noise, traffic, pollution, or demand on community services. Apothca has made great efforts to protect against odor impacts.

#### ***D. Additional Site Plan Requirements***

- 1. All site plans for an RMD shall include a ten-foot nonvegetative buffer around all parking areas and buildings.**

Please see the enclosed Site Plans which demonstrate a ten-foot nonvegetative buffer around all parking areas and buildings.



2. **Interior building plans for a registered medical marijuana dispensary shall be submitted to and reviewed by the Building, Police and Fire Departments.**

Apothca has submitted interior building floor plans to the Building, Police, and Fire Departments for review.

**V. Compliance with Westminster Zoning Bylaw § 205-41.1 (C-F): Recreational Marijuana Establishments**

***C. Operational standards.***

1. **All RMEs shall operate in full compliance with the regulations promulgated by the Massachusetts Cannabis Control Commission as provided in 935 CMR 500.** Apothca will operate in full compliance with the regulations promulgated by the Massachusetts Cannabis Control Commission as provided in 935 CMR 502 as it relates to colocated adult use and medical marijuana establishments.
2. **Hours of operation shall be specified within the special permit.** Most operations at Apothca's site occur between 8:00 AM – 6:00 PM. Limited positions work overnight shifts for security purposes.
3. **RMEs shall be operated within an enclosed structure. For the purpose of this section, a greenhouse shall qualify as an enclosed structure. The SPGA may allow outdoor cultivation upon the following conditions:**

Apothca seeks to make minor interior modifications to the enclosed structure denoted on the enclosed Site Plans as Building 15 to allow for the storage of marijuana and marijuana products. Further, Apothca seeks to remove existing asphalt pavement from a 39,140 SF portion of the premises denoted on the Site Plans as 'Proposed Outdoor Grow Area' and construct an eight-foot-high perimeter fence adorned with state-of-the-art security equipment to allow for the outdoor growing of marijuana within the secured area, subject to the following conditions.

**(a) The applicant shall only plant low-odor seed varieties.**

Apothca will utilize low odor strains of marijuana for outdoor planting.

**(b) The applicant shall utilize state-of-the-art odor control technology that has a demonstrated track record of successfully controlling odors.**

Apothca will utilize two proven methods of odor control technology that have demonstrated track records of successfully controlling odors as outlined below.

1. *Effective Screening from Abutting Parcels:* Apothca's proposed Exterior Cultivation Area is deep within the 28-acre parcel. Extensive tree brush serves as a natural buffer

between Apothca's proposed Exterior Cultivation Area and abutting parcels. Additionally, the property is further segregated by MA Route 2, which runs alongside the parcel.

*2. Odor Masking through Use of Complementary Terpene Plantings:* Apothca will plant vegetative buffers along the perimeter of the Exterior Cultivation Area to mitigate any odors. Odor mitigating flowers will be selected based on their flowering schedule to ensure that they bloom concurrently for effective odor mitigation as well as the odor levels of the flower's terpenes to ensure they are able to mask any marijuana smells.

**(c) Utilization of other odor control techniques as required by the SPGA.**

Apothca is amenable to exploring other odor control techniques as requested by the Planning Board.

***D. Prohibitions and limitations.***

- 1. RMEs shall be prohibited as an accessory use or home occupation in all zoning districts.**

Apothca's proposed RME is not proposed as an accessory use or home occupation.

- 2. It shall be unlawful for any person or entity to operate an RME without obtaining a special permit and undergoing site plan approval pursuant to the requirements of this section.**

Apothca seeks a Special Permit and Site Plan Review approval to operate a RME on this portion of the site.

- 3. A separate special permit is required for each individual RME, as well as separate site plan approval.**

Apothca seeks a Special Permit and Site Plan Review approval to operate a RME on this portion of the site.

- 4. No RME shall be operated in a mobile facility, excepting deliveries to off-site RMEs and home deliveries to consumers licensed by the Massachusetts Cannabis Control Commission.**

Apothca will not operate its RME in a mobile facility.

- 5. No RME may be operated in such a manner as to cause or create a public nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to fire, explosion, smoke, gas, fumes, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of abutting properties.**

Apothca's use of the Property as described throughout this application is not anticipated to create a public nuisance to abutters or the surrounding area or any hazard, including fire, explosion, smoke, gas, chemical fumes, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectional effluent or electrical interference.

Apothca has taken proactive measures to protect against negative odor impacts during the minimal annual flowering season. As described above, Apothca will utilize low odor strains of marijuana for outdoor planting as well as two proven methods of odor control technology that have demonstrated track records of successfully controlling odors.

- 6. The issuance of a special permit and site plan approval pursuant to this section shall not create an exception, defense or immunity to any person or entity in regard to any potential criminal liability the person or entity may have for the production, distribution or possession of marijuana.**

Apothca acknowledges that the issuance of a special permit and site plan approval pursuant to this section shall not create an exception, defense or immunity to any person or entity in regard to any potential criminal liability the person or entity may have for the production, distribution or possession of marijuana.

#### ***E. Necessary permits and approvals.***

- 1. [...] In evaluating a special permit application for a RME, the SPGA shall not issue a special permit unless the SPGA makes a finding that the RME use is appropriate for the proposed site and that the use will not be unduly detrimental to the health, safety, morals or welfare of the community or neighborhood by reasons of noise, traffic, pollution, noxious gases or wastes, or demand on community services. In its final decision, the SPGA shall stipulate any conditions it deems necessary to ensure that the use will not become unduly detrimental to the Town.**

The RME use is appropriate for the proposed site: The Property in question is a 7.6 acre portion of a 28.4 acre parcel used exclusively for the cultivation and product manufacturing of marijuana and marijuana products, as evidenced in the Context Map enclosed hereto as **Exhibit C**. Apothca currently engages in the regulated cultivation and product manufacturing of marijuana on abutting parcels located within the same campus, which is substantially screened from any adjacent parcels through dense tree vegetation.

The Site was previously developed specifically for the proposed use and to ensure that employees and authorized visitors are able to safely traverse the premises; to screen objectional features from neighboring properties and roadways; to provide adequate and appropriate parking facilities for the proper operation of the use; to maximize the convenience and safety of vehicular and pedestrian movement within the site; to avoid the potential for erosion, flooding or sedimentation on-site or for neighboring properties; to minimize adverse air-quality impacts, noise, glare, and odors; to minimize the creation of hazard to abutters or vehicles; to provide adequate water supply, wastewater systems, and solid waste disposal; and to prevent pollution of surface or groundwater, minimizing

erosion and sedimentation, as well as measures to prevent changes in groundwater levels, increased-run-off, and potential for flooding.

The use will not be unduly detrimental to the health, safety, morals or welfare of the community or neighborhood by reasons of noise, traffic, pollution, noxious gases or wastes, or demand on community services:

*Safety:* The perimeter of the entire campus is secured through extensive security fencing that surrounds the entire site. A video surveillance system provides unobstructed coverage of all perimeter entry points, allowing for the clear and certain identifications of persons and activities. As members of the public are strictly prohibited from gaining access to the property, a 24/7 Security Guard is stationed at the front of the site to verify that the only individuals that are able to enter are badged employees, pre-scheduled visitors such as contractors and off-site employees that are accompanied by a badged employee at all times, and members of law enforcement, appropriate regulatory agencies, and emergency response personnel.

Apothca will secure Building 15 utilizing a keycard program, with different levels of access granted to different staff members. Only essential staff will be granted access within any portion of the building designated as a limited access area, such as the vault. Video cameras will be fixed in places that allow for the unobstructed clear and certain identification of persons and activities in all interior and exterior areas of the building including, but not limited to, the roof, all entrances and exits, rooms with exterior windows, rooms with exterior walls, storage rooms, safes, reinforced vaults, and any areas where cannabis is stored, handled, dispensed, destroyed, shipped and received. Each camera will be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit and will protect against sight blockage. The building will also be included within Apothca's intrusion detection system to protect against theft.

Apothca proposes the construction of an eight-foot-high perimeter fence surrounding the Exterior Cultivation Area. Video surveillance will be affixed to the fence and around the surrounding premises to allow for the unobstructed clear and certain identification of persons and activities in and around the Exterior Cultivation Area, including walkways leading to it.

Noise, traffic, pollution, noxious gases or wastes, or demand on community services: Apothca does not believe that the use of Building 15 for marijuana storage or the development of an Exterior Cultivation Area will result in any noise, traffic, pollution, or demand on community services. Apothca has made great efforts to protect against odor impacts.

- 2. Existing medical marijuana establishments (those having obtained a license to operate from the State of Massachusetts) that wish to convert to an RME or add an RME to its existing operation are required to obtain a new special permit and site plan approval from the SPGA, as well as renegotiate its host community agreement with the Town.**

Please see the enclosed Host Community Agreement, attached hereto as **Exhibit G**.

***F. Additional site plan requirements.***

- 1. All site plans for RMEs shall include a ten-foot, nonvegetative buffer around all parking areas and buildings.**

Please see the enclosed site plans which demonstrate a ten-foot, nonvegetative buffer around all parking areas and buildings.

- 2. Interior building plans for RMEs shall be submitted to and reviewed by the Building, Police and Fire Departments.**

Apothca will submit all interior building plans to the Building, Police, and Fire Departments for review.



**Exhibit A**



CITY OF FITCHBURG FITCHBURG CITY CLERK

**PLANNING BOARD** NOV 14 09 16 (978) 829-1891  
PHONE

301 BROAD STREET  
FITCHBURG, MASSACHUSETTS 01420

(978) 345-9687  
FAX

**Special Permit #2016 - 10  
& Site Plan Approval**

**INTRODUCTION**

**Proposed Use:** Processing, manufacturing  
**Applicant:** Massachusetts Patient Foundation, Inc.  
36 Glen Avenue  
Newton, Massachusetts 02459  
**Property Owner:** Chemdema RE, LLC  
c/o Schooner Private Equity, LLC  
745 Atlantic Ave., 11th floor  
Boston, Massachusetts 02111  
**Location:** 99 Development Road  
(Assessors map 118R-3-F)  
**Zoning District:** Industrial  
**Relief Sought:** Special Permit under Sec. 181.64 & Site Plan Approval under Sec. 181.94  
**Meeting Date:** August 16, 2016  
**Members Present:** Caron, DiPasquale, DiPietro, Fontaine, Hurley, Sweeney,  
O'Kane (Assoc. Member) (7)  
**Vote:** 7-0 to Approve Special Permit & Site Plan

**FINDINGS**

**Materials submitted:**

- "Massachusetts Patient Foundation, Inc., Site Plan in Fitchburg, Massachusetts" prepared by Hayes Engineering, Inc., dated 7/27/2016.
- Application package for Special Permit & Site Review Application for 99 Development Road, prepared by Vicente Sederberg, LLC, dated August 11, 2016.

**PROJECT INFORMATION**

Massachusetts Patient Foundation, Inc. proposes to use the existing structure at 99 Development Road for a cultivation & processing facility for medical marijuana. MPF intends to locate a Medical Marijuana Manufacturing (MMM) facility in four buildings that they will be leasing at the former ChemDesign property at 99 Development Road.

**Special Permit Criteria**

MMMs for manufacturing uses may be permitted in the Industrial and Light Industrial zoning districts in accordance with 181.313 Table of Principal Uses. In granting a special permit for either a MMD or MMM, in addition to the general criteria for issuance of a special permit set forth

Hayes Engineering Inc Pick Up  
603 Salem Street  
Wakefield MA 01880

in Section 181.93 of this Ordinance, the Planning Board shall find that the following criteria under 181.644 are met:

- The applicant has satisfied all of the conditions and requirements of this Section and other applicable Sections of this Bylaw/Ordinance;
- The facility demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations; and
- The facility satisfies the location, setback, access and security requirements identified under 181.644.

**Specific Findings:**

The Board determines that the proposed use satisfies the requirements identified under the City of Fitchburg Zoning Ordinance Section 181.644 special permit criteria for Registered Medical Marijuana Manufacturing (MMM) facilities.

Additionally, through the execution of a community host agreement, the City has asserted and the applicant agrees that siting a marijuana cultivation and processing facility within the City of Fitchburg may be perceived by some as contributing to a perception of increased levels of substance abuse within the City and crime which subsequently reinforce a public image that the city is an unsafe community. The City has asserted and the applicant agrees that citing a marijuana cultivation processing facility within the City of Fitchburg will also impact the city by consumption of City resources including police fire and inspection services. The City asserts and the applicant agrees that rebutting this perception problem by removing blight, meeting other City needs and promoting public charities is the way to offset the impact of siting a marijuana cultivation and processing facility within the City and that the community host agreements and the obligations contained therein are needed to offset these impacts. The City asserts and the applicant agrees that successfully rebutting the foregoing perception, coupled with the cash payments referred to in the community host agreements, will offset the impacts on additional police and fire inspection services.

**Site Plan Review Criteria**

Section 181.94 of the Zoning Ordinance states that Planning Board Site Plan Approval determinations shall consider the qualities of the specific location, the proposed land use, the design of building form, grading, egress points, and other aspects of the development, with the performance objectives as listed in 181.945 and other Zoning Ordinance provisions including parking and landscaping.

This Section also states that the Planning Board may impose reasonable conditions at the expense of the applicant, including but not limited to those set forth in Section 181.935, to promote these objectives. No deviation from an approved site plan shall be permitted without modification thereof.

The Planning Board may waive any of the technical requirements of Section 181.943, 181.516, 181.543, 181.544 and 181.545 where the project involves relatively simple development plans or constitutes a minor site plan.



**DECISION**

On August 16, 2016, the Fitchburg Planning Board voted 7-0 (Board consists of 7 members) (*Ms. O'Kane, Assoc. member also voting*) to **APPROVE** a Special Permit and Site Plan Review, with the following conditions:

1. Submittal of revised site plan showing a clearer identification of uses in the four buildings.
2. None of the Buildings noted on the plan may be used for retail sales of Medical Marijuana.
3. No future tenants shall be located on the former ChemDesign site without prior review & approval of the Planning Board to determine if proposed additional uses are suitable for the site.
4. Trash dumpster to be screened by white vinyl fence.
5. A duly authorized agent of the City of Fitchburg shall have the right to enter upon the site to ensure continued compliance with the terms and conditions of this approval.
6. Subject to obtaining any other necessary local, state, and federal permits and approvals.
7. Submittal of the name and address of each owner of the MMD or MMM facility/operation.
8. Submittal of a copy of registration as an RMD from the Massachusetts Department of Public Health or documentation that demonstrates that said MMM facility, and its owner/operators, qualify and are eligible to receive a Certificate of Registration and meet all of the requirements of a RMD in accordance with 105 CMR 725.000 of the Massachusetts Department of Public Health.
9. Submittal of evidence that the Applicant has site control and right to use the site for a MMM facility in the form of a deed or valid purchase and sales agreement or, in the case of a lease a notarized statement from the property owner and a copy of the lease agreement.
10. Submittal of a notarized statement signed by the organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers, directors, shareholders, partners, members, managers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the applicant must disclose the identity of all such responsible individual persons.
11. Submittal of a copy of each operating procedure included in 105 CMR 725.105(A), a copy of the emergency procedures approved by MDPH for the MMM, a copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between MMDs and MMMs approved by MDPH, a copy of proposed waste disposal procedures.
12. Compliance with the community host agreement executed between the applicant and the City of Fitchburg, as summarized below. Specifically:
  - (a.) The applicant will gift or grant a \$50,000 donation to the City within 30 days upon issuance of DPH Final Certificate of Registration. Treasurer of the City shall hold these Funds in a separate gift account to be expended by the Mayor, without further appropriation, pursuant to and consistent with G.L. c. 44, § 53A, for the purposes of alleviating the detrimental effects of siting the facility within the city which the parties agree includes combating blight and other deleterious economic effects. Notwithstanding anything within this special permit to the contrary the Mayor may in his sole discretion expend the funds as he deems appropriate for alleviating the detrimental impact of siting the facility within the city.

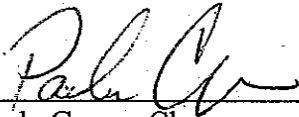
- (b.) The facility will make an annual gift or grant, cash or in kind, of at least \$75,000 to the City for City needs, except the first year shall be \$25,000. If this is less than 1.25% of delivery sales of gross sales, then it will be the higher amount. This payment shall be made upon each anniversary date of the Final Certificate of Registration.
  - (c.) The applicant will form a community relations board which will donate \$25,000 to the City or to local charities.
  - (d.) After four years, both amounts will increase annually by the SSA COLA.
  - (e.) The community relations board consists of six members, three of which shall be appointed by the Mayor of Fitchburg. In the event of a tie, the mayor's most recent appointment shall break any deadlock. The community relations board shall have the authority to donate funds, goods and/or services on behalf of the petitioner to local charities or to the City.
  - (f.) The applicant will pay personal property taxes and real property taxes to the City as if it were not an exempt entity.
  - (g.) City residents have a preference for employment.
  - (h.) The terms of the community host agreement, or as amended, shall prevail if there is any conflict between this special permit and the community host agreement. The host agreement is hereby incorporated by this reference and part of this permit as set forth in its entirety herein.
13. A description of any waivers from MDPH regulations issued for the MMD or MMM.
  14. Site plan approval shall lapse after one year from the grant thereof if a substantial use thereof has not sooner commenced except for good cause. Such approval may, for good cause, be extended in writing by a majority vote of the Planning Board upon the written request of the applicant.
  15. Unless waived in writing either within the decision or on the site plan, all other applicable provisions of the City of Fitchburg zoning ordinances, codes, and rules and regulations apply to this site.

Special Permit Conditions under 181.646

16. MMM facilities may only be involved in the uses permitted by its definition and may not include other businesses or services.
17. No outside storage is permitted.
18. No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises.
19. Ventilation – facilities shall be ventilated in such a manner that no pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere, and the applicant will use best efforts to assure that no odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the medical marijuana business or at any adjoining use or property.
20. The permit holder shall provide to the Building Commissioner, Board of Health and Police Department, the names, telephone numbers and electronic mail addresses of all management staff and key-holders, including a minimum of two (2) operators or managers of the facility identified as contact persons to whom one can provide notice if there are operating problems associated with the establishment after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.

21. The owner or manager shall respond by phone or email within twenty-four (24) hours of contact by a city official concerning their facility at the phone number or email address provided to the City as the contact for the business.
22. The facility and affiliated vehicles shall be open to inspection by the Fire Department, Police Department, Building Official and the Board of Health at any time with notice and in accordance with DPH regulations. Said Officials may enter upon any premises used by the MMM for the purposes of his or her business, ascertain how he or she conducts his or her business and examine all articles stored in or upon said premises, and all books, surveillance and inventories shall be exhibited to any above named whenever a demand shall be made for such exhibition
23. The permit holder shall notify the Building Commissioner, Board of Health, Police Department, Fire Department and City Council in writing within twelve (12) hours following a violation or potential violation of any law or criminal or potential criminal activities or attempts of violation of any law at the facility.
24. The permit holder shall file a copy of any Incident Report required under MDPH 105 CMR 725.110(F) with the Building Commissioner, Police Chief, and Board of Health within 24 hours of creation. Such reports may be redacted as necessary to comply with any applicable state or federal laws and regulations.
25. The permit holder shall file a copy of any summary cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by MDPH or the Division of Administrative Law Appeals, as applicable, regarding the MMD or MMM with the Building Commissioner, Police Chief, Board of Health, Planning Board, City Council and Mayor within 48 hours of receipt.
26. Records must be available for inspection by the Fitchburg Police Chief, Fire Chief, Building Commissioner and Board of Health upon request. In addition to required records and procedures as provided by City of Fitchburg Ordinance, code, or regulation, the MMM shall also produce written records that are subject to inspection as required in any section of MDPH 105 CMR 725.000, including MDPH 105 CMR 725.105 (G) inventory records of the preceding month (date of the inventory, a summary of the inventory findings, and the names, signature, and titles of the individuals who conducted the inventory), and additional information as may be determined by the Official.
27. Permitted MMM facilities shall file an annual report to the Building Commissioner, Planning Board and City Council no later than January 31<sup>st</sup> of each year, including a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the conditions of the Special Permit. The Special Permit shall be subject to revocation for violations and/or breaches of the conditions of the Special Permit.
28. A special permit issued under this ordinance may be revoked after hearing upon a finding that the facility is cultivating or dispensing marijuana not being used for medicinal purposes.
29. The permit holder shall notify the Building Commissioner, Police Chief, Board of Health, Planning Board, City Council and Mayor in writing within 48 hours of the cessation of operation of the MMD or MMM, or the expiration or termination of the permit holder's registration with MDPH.
30. If the registration for a MMD or MMM has expired or has been revoked, transferred to another controlling entity, or relocated to a different site, a new special permit shall be required prior to issuance of a Certificate of Occupancy.
31. No Building Permit or Certificate of Occupancy shall be issued for a MMD or MMM that is not properly registered with the Massachusetts Department of Public Health.

32. Special permit/site plan approvals shall be limited to the current applicant and shall lapse if the permit holder ceases operating the MMD or MMM.
33. The special permit shall lapse upon the expiration or termination of the applicant's registration by MDPH.
34. The facility shall be required to remove all material, plants equipment and other paraphernalia prior to surrendering its state Registration or ceasing its operation. Prior to the issuance of a Building Permit for a MMD or MMM the applicant is required to post with the City Treasurer a bond or other form of financial security acceptable to said Treasurer in an amount set by the Planning Board. The amount shall be sufficient to cover the costs of the town removing all materials, plants, equipment and other paraphernalia if the applicant fails to do so. The Building Inspector shall give the applicant 45 days written notice in advance of taking such action. Should the applicant remove all materials, plants, equipment and other paraphernalia to the satisfaction of the Building Inspector prior to the expiration of the 45 days written notice, said bond shall be returned to the applicant.



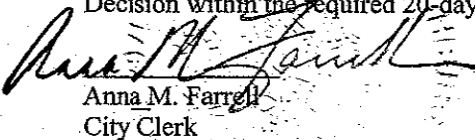
Paula Caron, Chair  
Fitchburg Planning Board

11/10/2016  
Date

**Note:** No Special Permit or any modification, extension or renewal thereof shall take effect until a copy of the decision has been recorded in the Northern Worcester County Registry of Deeds. Such decision shall bear the certification of the City Clerk that twenty (20) days has elapsed after the decision has been filed in the office of the City Clerk and no appeal has been filed or that, if such an appeal has been filed, it has been dismissed or denied.

Failure to comply with the special permit conditions, or failure to otherwise remain in compliance with future requirements applicable to this permit are subject to penalties under 181.913 of the Fitchburg Zoning Ordinance.<sup>1</sup> In addition, said failure shall be cause to recall the special permit and require a new public hearing which may result in the imposition of additional conditions or the rescission of this special permit.

I hereby certify that no appeal has been filed on this Decision within the required 20-day appeal period.



Anna M. Farrell  
City Clerk

<sup>1</sup> According to Zoning Code of the City of Fitchburg under 181.913 Penalties: The penalty for violation of any provision of this ordinance, of any of the conditions under which a permit is issued, or of any decision rendered by the Board of Appeals, any special permit granting authority, or the site plan approval board shall be three hundred dollars (\$300) for each offense. Each day that each violation continues shall constitute a separate offense.



**Exhibit B**



# The Commonwealth of Massachusetts

## DEPARTMENT OF PUBLIC HEALTH REGISTERED MARIJUANA DISPENSARY FINAL CERTIFICATE OF REGISTRATION

In accordance with the provisions of Chapter 369 of the Acts of 2012, and 105 CMR 725.000 et seq., a final certificate of registration is hereby granted to:

Massachusetts Patient Foundation, Inc.

for the operation of a Registered Marijuana Dispensary (RMD).


*Certificate of Registration Number: 025*

### RMD Permitted to Operate at the Following Addresses

Dispensing: 11 Water Street, Unit 3B, Arlington, MA 02476

Cultivation: 99 Development Road, Fitchburg, MA 01420

Processing: 99 Development Road, Fitchburg, MA 01420

  
Monica Bharel, MD, MPH | Commissioner  
Department of Public Health  
1/30/18  
Date Issued

This Final Certificate of Registration is subject to conditions listed in a separate document on file with the Department of Public Health and available for review at [www.mass.gov/medicalmarijuana](http://www.mass.gov/medicalmarijuana)

***POST CONSPICUOUSLY***



**Exhibit C**





LAND USE/ZONING INFORMATION & NOTES

1. OWNER / APPLICANT:  
APOTHA  
2001 TYLER STREET  
HOLLYWOOD, FL 33020
2. PARCEL:  
MAP #93 & LOT #8  
142 TURNPIKE ROAD  
TOWN OF WESTMINSTER  
WORCESTER COUNTY, MASSACHUSETTS

**BOHLER ENGINEERING**

SITE CIVIL AND CONSULTING ENGINEERING  
LAND SURVEYING DESIGN  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
TRANSPORTATION SERVICES

NEW ENGLAND  
NEW YORK  
NEW YORK METRO  
NEW JERSEY  
UPSTATE NEW YORK  
PHILADELPHIA, PA  
LEHIGH VALLEY, PA  
SOUTHEASTERN, PA  
SOUTHERN NEW JERSEY  
BALTIMORE, MD  
SOUTHERN MARYLAND  
CENTRAL VIRGINIA  
DAKESH, NC  
CENTRAL, NC  
DALLAS, TX  
CHARLOTTE, NC  
ATLANTA, GA  
SOUTH FLORIDA  
DAVIDSON, NC

THE INFORMATION, DESIGN AND CONSTRUCTION OF THIS PROJECT HAS BEEN PREPARED BY AN INDIVIDUAL EMPLOYED BY BOHLER ENGINEERING. NO OTHER INDIVIDUALS OR FIRMS HAVE BEEN CONSULTED OR ADVISED IN THE PREPARATION OF THIS PROJECT. THE INFORMATION, DESIGN AND CONSTRUCTION OF THIS PROJECT HAS BEEN PREPARED BY AN INDIVIDUAL EMPLOYED BY BOHLER ENGINEERING. NO OTHER INDIVIDUALS OR FIRMS HAVE BEEN CONSULTED OR ADVISED IN THE PREPARATION OF THIS PROJECT.

REVISIONS				
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PRELIMINARY

PROJECT No.: W191319  
DRAWN BY: CFD  
CHECKED BY: JF  
DATE: 11/19/2019  
SCALE: AS NOTED  
CAD I.D.: W191319SSD

PROJECT: SITE DEVELOPMENT PLANS FOR

APOTHA

LOCATION OF SITE  
MAP #93, LOT #8  
142 TURNPIKE ROAD  
TOWN OF WESTMINSTER  
WORCESTER COUNTY,  
MASSACHUSETTS

**BOHLER ENGINEERING**

352 TURNPIKE ROAD  
SOUTHBOROUGH, MA 01772  
Phone: (508) 480-9900  
Fax: (508) 480-9080  
[www.BohlerEngineering.com](http://www.BohlerEngineering.com)

SHEET TITLE:

SITE & GRADING PLAN

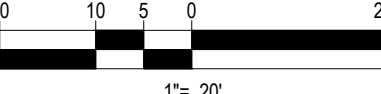
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REV 0 - 11/19/2019

REFER TO GENERAL NOTES  
SHEET FOR NOTES

THIS PLAN TO BE UTILIZED FOR SITE  
LAYOUT & GRADING PURPOSES ONLY

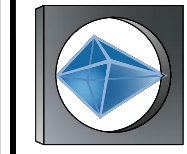


**811**

Know what's below.  
Call before you dig.





**BOHLER**  
ENGINEERING

SITE CIVIL AND CONSULTING ENGINEERING

LAND SURVEYING DESIGN

SUSTAINABLE DESIGN

TRANSPORTATION SERVICES

PERMITTING SERVICES

ARCHITECTURE

◆ UPRATE NEW YORK

◆ NEW ENGLAND

◆ NEW YORK METRO

◆ SOUTHERN NEW JERSEY

◆ PHILADELPHIA, PA

◆ NEW YORK, NY

◆ SOUTHEASTERN, PA

◆ BALTIMORE, MD

◆ SOUTHERN MARYLAND

◆ LEHIGH VALLEY, PA

◆ CENTRAL VIRGINIA

◆ RALEIGH, NC

◆ CHARLOTTE, NC

◆ ATLANTA, GA

◆ SOUTH FLORIDA

◆ DALLAS, TX

◆ WASHINGTON, DC

THE INFORMATION, SERVICES AND CONTENT OF THIS PLAN ARE FOR THE USE OF THE CLIENT ONLY AND ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY THE CLIENT. THE INFORMATION, SERVICES AND CONTENT OF THIS PLAN ARE NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY THE CLIENT.

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REVISIONS			
REV	DATE	COMMENT	BY
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PRELIMINARY

PROJECT No.: W191319

DRAWN BY: CFD

CHECKED BY: JF


DATE: 11/19/2019

SCALE: AS NOTED

CAD I.D.: W191319SS0

PROJECT: **SITE DEVELOPMENT PLANS** FOR **APOTHCA**

LOCATION OF SITE  
MAP #93, LOT #8  
142 TURNPIKE ROAD  
TOWN OF WESTMINSTER  
WORCESTER COUNTY,  
MASSACHUSETTS

**BOHLER**  
ENGINEERING

352 TURNPIKE ROAD  
SOUTHBOROUGH, MA 01772  
Phone: (508) 480-9900  
Fax: (508) 480-9080  
[www.BohlerEngineering.com](http://www.BohlerEngineering.com)

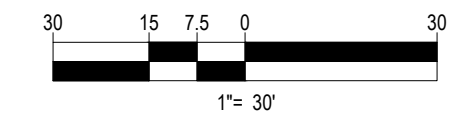
**J.G. SWERLING**

PROFESSIONAL ENGINEER  
MASSACHUSETTS LICENSE No. 41697  
NEW HAMPSHIRE LICENSE No. 14695  
MAINE LICENSE No. 13815  
CONNECTICUT LICENSE No. 30786  
RHODE ISLAND LICENSE No. 1425

SHEET TITLE:  
**AERIAL EXHIBIT**

SHEET NUMBER:  
**1**

REV 0 - 11/19/2019







## ZONING ANALYSIS TABLE

ZONING DISTRICT	ZONING DISTRICT		
OVERLAY DISTRICT	OVERLAY DISTRICT		
USE AND REQUIRED PERMIT	USE: xxxxx PERMIT: xxxxx		
ZONE CRITERIA	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA	-	-	-
MIN. LOT WIDTH	-	-	-
MAX. BUILDING COVERAGE	-	-	-
MIN. FRONT SETBACK	-	-	-
MIN. SIDE SETBACK	-	-	-
MIN. REAR SETBACK	-	-	-
MAX. BUILDING HEIGHT	-	-	-
MAX. IMPERVIOUS COVERAGE	-	-	-
PARKING SPACES	-	-	-
ACCESSIBLE PARKING SPACES	-	-	-
PARKING STALL CRITERIA	USE CATEGORY: xxxxx		
STANDARD: 9 FT x 18 FT	REQUIRED PARKING: xxxxx		
COMPACT: 8 FT x 16 FT	CALCULATION: xxxxx		
ACCESSIBLE PARKING CRITERIA	1-25 TOTAL SPACES	= 1 MIN. ACCESSIBLE SPACE	301-400 TOTAL SPACES = 8 MIN. ACCESSIBLE SPACES
STANDARD:	26-50 TOTAL SPACES	= 2 MIN. ACCESSIBLE SPACES	401-500 TOTAL SPACES = 9 MIN. ACCESSIBLE SPACES
8 FT x 18 FT STALL (MIN.)	51-75 TOTAL SPACES	= 3 MIN. ACCESSIBLE SPACES	501-1,000 TOTAL SPACES = MIN. 2% OF TOTAL
5 FT x 18 FT AISLE (MIN.)	76-100 TOTAL SPACES	= 4 MIN. ACCESSIBLE SPACES	1001+ TOTAL SPACES = MIN. 20 + 1 FOR EACH 100 SPACES OVER 1,000
VAN:	101-150 TOTAL SPACES	= 5 MIN. ACCESSIBLE SPACES	
8 FT x 18 FT STALL (MIN.)	151-200 TOTAL SPACES	= 6 MIN. ACCESSIBLE SPACES	
8 FT x 18 FT AISLE (MIN.)	201-300 TOTAL SPACES	= 7 MIN. ACCESSIBLE SPACES	ACCESSIBLE VAN SPACE: 6 STANDARD SPACES (MIN.)

N/A - NOT APPLICABLE  
N/S - NOT SPECIFIED  
(V) - VARIANCE REQUESTED  
(W) - WAIVER REQUESTED  
(E) - EXISTING NON-CONFORMANCE  
(1) - ...STATE/LOCAL DESCRIPTION OR ELABORATION ON SPECIFIC ZONING CRITERIA

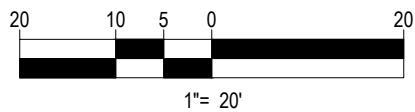
## LAND USE/ZONING INFORMATION & NOTES

- APPLICANT:
- OWNER:
- PARCEL:  
MAP #93 & LOT #8  
142 TURNPIKE ROAD  
TOWN OF WESTMINSTER  
WORCESTER COUNTY, MASSACHUSETTS



REFER TO GENERAL NOTES  
SHEET FOR NOTES

THIS PLAN TO BE UTILIZED FOR SITE  
LAYOUT & GRADING PURPOSES ONLY



**BOHLER ENGINEERING**  
SITE CIVIL AND CONSULTING ENGINEERING  
LAND SURVIVING DESIGN  
SUSTAINABLE DESIGN  
PERMITTING SERVICES  
TRANSPORTATION SERVICES  
ARCHITECTURE  
CHARLOTTE, NC  
ATLANTA, GA  
SOUTHERN MARYLAND  
CENTRAL VIRGINIA  
BALTIMORE, MD  
SOUTHERN NEW JERSEY  
PHILADELPHIA, PA  
LEHIGH VALLEY, PA  
NEW YORK, NY  
NEW YORK METRO  
NEW JERSEY  
NEW HAMPSHIRE  
CONNECTICUT  
RHODE ISLAND  
MASSACHUSETTS  
VIRGINIA  
PENNSYLVANIA  
DELAWARE  
MARYLAND  
DISTRICT OF COLUMBIA  
WASHINGTON, DC  
FLORIDA  
ALABAMA  
LOUISIANA  
MISSISSIPPI  
GEORGIA  
SOUTH CAROLINA  
NORTH CAROLINA  
TENNESSEE  
KENTUCKY  
OHIO  
INDIANA  
ILLINOIS  
MICHIGAN  
WISCONSIN  
MINNESOTA  
IOWA  
NEBRASKA  
KANSAS  
OKLAHOMA  
TEXAS  
ARIZONA  
NEW MEXICO  
UTAH  
IDAHO  
MONTANA  
WYOMING  
NEVADA  
CALIFORNIA  
OREGON  
WASHINGTON  
ALASKA  
HAWAII

### REVISIONS

REV	DATE	COMMENT	BY
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### PRELIMINARY

PROJECT No.: W191319  
DRAWN BY: CFD  
CHECKED BY: JF  
DATE: 11/19/2019  
SCALE: AS NOTED  
CAD I.D.: W191319SS0

## SITE DEVELOPMENT PLANS FOR

### APOTHCA

LOCATION OF SITE  
MAP #93, LOT #8  
142 TURNPIKE ROAD  
TOWN OF WESTMINSTER  
WORCESTER COUNTY,  
MASSACHUSETTS

**BOHLER ENGINEERING**  
352 TURNPIKE ROAD  
SOUTHBOROUGH, MA 01772  
Phone: (508) 480-9900  
Fax: (508) 480-9080  
[www.BohlerEngineering.com](http://www.BohlerEngineering.com)

**J.G. SWERLING**  
PROFESSIONAL ENGINEER  
MASSACHUSETTS LICENSE No. 41697  
NEW HAMPSHIRE LICENSE No. 14695  
MAINE LICENSE No. 13816  
CONNECTICUT LICENSE No. 30786  
RHODE ISLAND LICENSE No. 14425

SHEET TITLE:  
**SITE & GRADING PLAN**

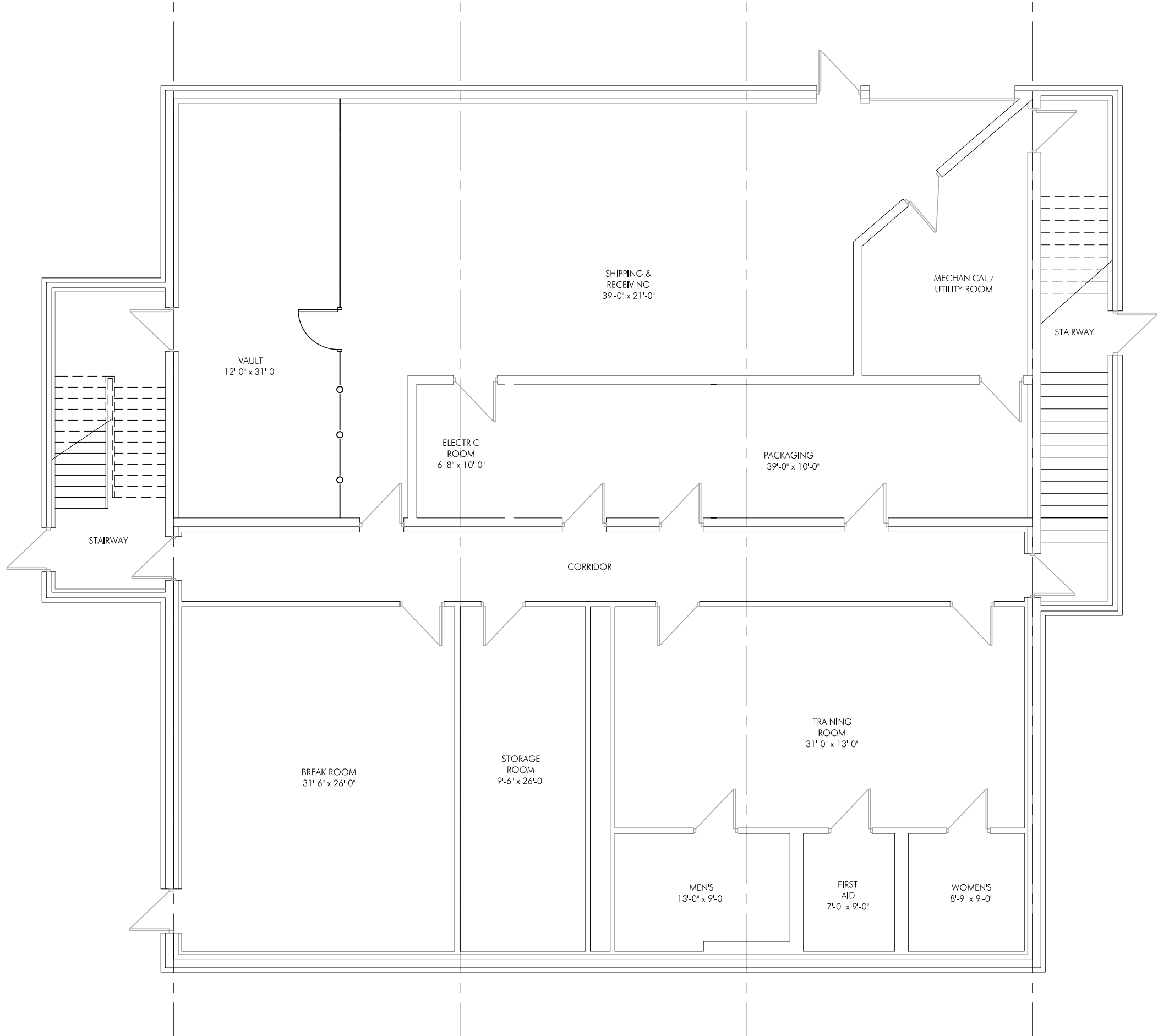
SHEET NUMBER:  
**C-3**

REV 0 - 11/19/2019





**Exhibit D**



Name: **FIRST FLOOR PLAN**

**MA PATIENT CULTIVATION FACILITY - BUILDING 15**  
**99 Development Road, Fitchburg MA**

**LINCOLN** Architects LLC One Mount Vernon Street, Suite 203 T 781.721.7721 F 781.721.0005

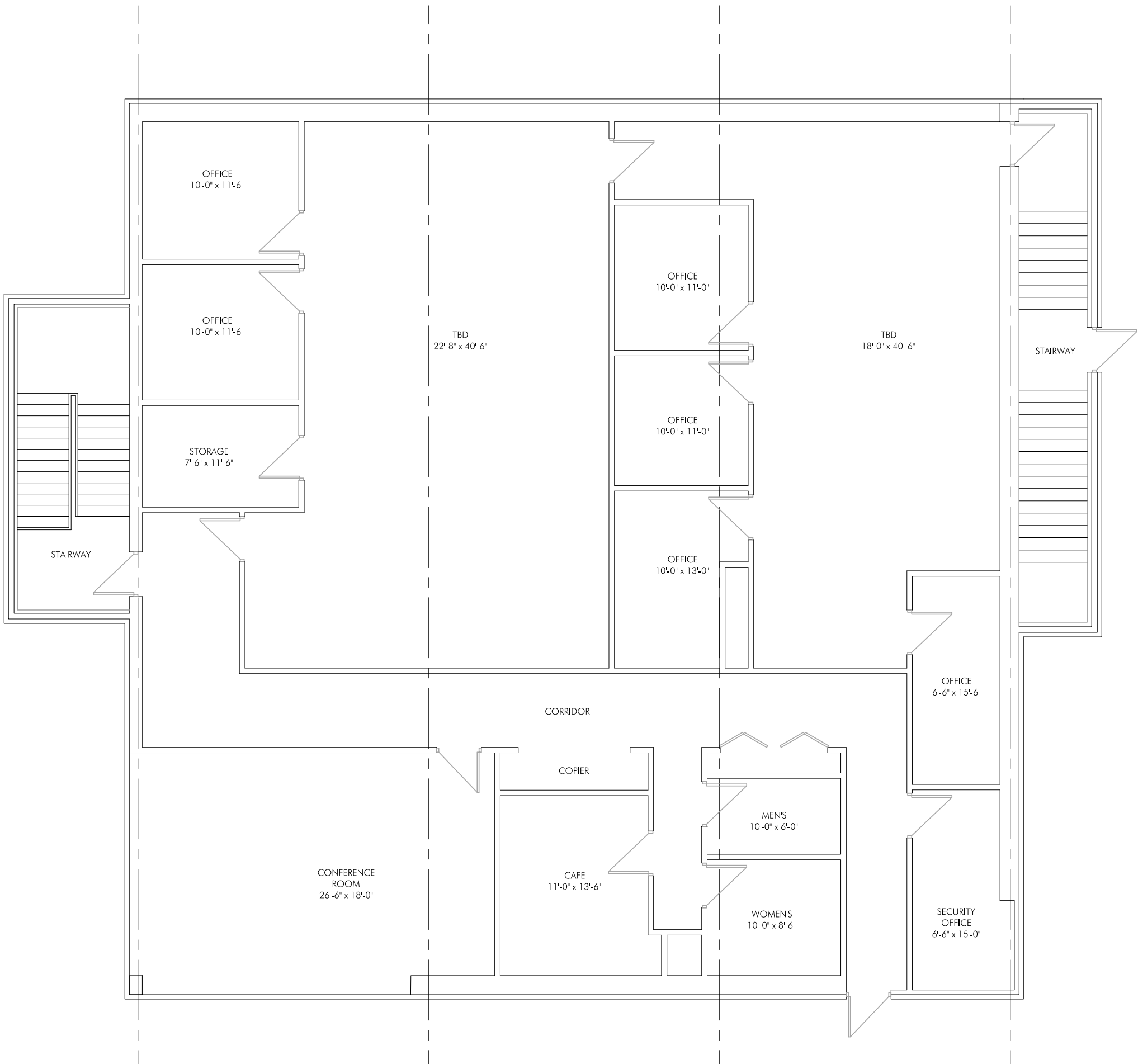
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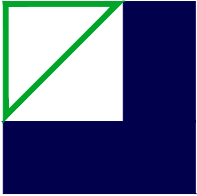
Date: 04/17/2020

Revision:

Drawn By: RMY

**A1-1**





Name:

SECOND FLOOR PLAN  
MA PATIENT CULTIVATION FACILITY - BUILDING 15  
99 Development Road, Fitchburg MA

Scale:

1/8"=1'-0"

Date:

04/17/2020

Revision:

Drawn By:

RMV

A1-2



**Exhibit E**





**Exhibit F**







**Exhibit I**

(Executed copy)

**TOWN OF WESTMINSTER AND MASSACHUSETTS PATIENT FOUNDATION, INC.**  
**COMMUNITY HOST BENEFIT AGREEMENT**

This Community Host Benefit Agreement ("Agreement") is entered into this 10<sup>th</sup> day of January, 2017, by and between the Town of Westminster, a Massachusetts municipal corporation, located at 11 South Street, Westminster, MA ("the Town") and Massachusetts Patient Foundation, Inc. ("the Company"), a Massachusetts not-for-profit corporation with an address of 36 Glen Avenue, Newton, Massachusetts 02459.

WHEREAS, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana; and

WHEREAS, nothing in that Act or its implementing regulations at 105 CMR 725 supersedes Massachusetts law prohibiting the possession, cultivation, transportation, distribution or sale of marijuana for nonmedical purposes; and

WHEREAS, the Town has agreed to approve a lawful cultivation and processing facility (the "Facility") which is located both within the City of Fitchburg and the Town for a period beginning on the date in the first paragraph of this Agreement and ending on default or termination; and

WHEREAS, the Company has identified a site and wishes to locate a Facility located at 99 Development Road, Fitchburg, Massachusetts, which also contains land in Westminster, Massachusetts, in accordance with regulations issued by the Commonwealth of Massachusetts Department of Public Health ("DPH"); and

WHEREAS, the Company promises to provide certain benefits to the Town as provided for herein in the event that it is licensed to operate a Facility and receives all required local approvals;



WHEREAS, the Company's representations are intended to induce reliance on the part of the Town to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the Town; to wit executing of a letter of non-opposition in the form requested by the Company;

WHEREAS, the acts or omissions by the Town are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the Town ;

WHEREAS, the detriment to the Town as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary.

WHEREAS, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the Town for the detriment incurred as a result of the Town's acts and omissions in reliance on the promises contemplated by the parties;

WHEREAS, the Company and the Town understand that the promises contained herein are intended to commit the Company to the same;

NOW THEREFORE, in consideration of the forgoing, the Company offers the following and the Town accepts this Agreement in accordance with G.L. c. 44 § 53A:

1. The Company agrees to make a donation to the Town, in the amounts and under the terms provided herein ("Funds"). Treasurer of the Town shall hold the Funds in a separate gift account to be expended by the Board of Selectmen, without further appropriation, pursuant to and consistent with G.L. c. 44, § 53A, for the purposes of combating blight and promoting economic development.

Notwithstanding these purposes the Board of Selectmen may in its sole discretion expend the Funds for any other public purpose, as it deems appropriate.

2. Term: The term shall begin the date in which the DPH issues a Final Certificate of Registration to the Company (the "Commencement Date") and shall terminate on the earliest of:
  - a. Any date in which any DPH or local license or permit is revoked, rescinded or expires without having been renewed; or
  - b. Upon an Event of Default including any period set forth herein to cure, as defined in this Agreement, and termination by the Town.
3. The term "Gross Sales" shall mean the grand total of all sales at the end of a given year from all home deliveries directly to patients or caregivers from the Facility, without any deductions included in the figure. This definition shall include marijuana and any other products that facilitate the use of marijuana, such as vaporizers, and as further defined in 105 CMR 725.004, and any other products delivered directly to patient or caregivers from the Facility.
4. The Company shall forward to the Town the following amounts:
  - a. Fifteen Thousand (\$15,000.00) Dollars upon the Commencement Date;
  - b. On each anniversary of the Commencement Date, the greater of \$15,000.00 or One Quarter (.25%) Percent of Gross Sales during the prior year (the "Annual Payment");
  - c. Upon the fifth year after the Commencement Date, the Annual Payment shall increase annually on the anniversary of the Commencement Date in an amount equal to the then Annual Payment multiplied by 2.5%;
  - d. In the Board of Selectmen's sole discretion, it may direct the Company to provide some services or materials on account of the amounts specified herein ("Services"). In this event, the Company shall provide independent



verification of the value of said service or materials to the Town upon request and the Town shall credit the account in said amounts.

5. This Agreement and promises are contingent on the Company obtaining a license from the DPH to operate a facility within the Town, and the Company's receipt of any and all local approvals to locate, occupy and operate.
6. This Agreement and promises are contingent on the Board of Selectmen's acceptance of the payment being received pursuant to M.G.L. c. 44 § 53A or at the option of the Town pursuant to any other law or assignment.
7. The Company agrees that it will pay all personal property taxes that would otherwise be assessed if the Company was a for profit non-manufacturing business organization for the property owned or used by the Company (hereinafter known as the "Full Personal Property Tax") unless the Company supplies sufficient identifying information on the owners of all personal property used by the Company and the Town collects the Full Personal Property Taxes from that entity. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.
8. The Company agrees that it will pay all real property taxes for the property owned or used by the Company to site the Facility that would otherwise be assessed if the Company was a for profit, nonagricultural business organization owning the real-estate in which the Facility is sited (hereinafter known as the "Full Real Estate Tax"). However, the Company will not be responsible if the Company supplies sufficient identifying information on the owners of all real property used by the Company and the Town collects the Full Real Estate Tax from that entity or is otherwise capable of placing a lien in an amount equal to the Full Real-Estate Tax plus interest and penalties on the real estate for the nonpayment of the real estate taxes. In no event shall the Company apply for a

reduction or elimination of property taxes due to the Company's not-for-profit or other status.

9. The Company agrees that jobs created at the Facility will be taken by, or made available to City of Fitchburg residents and Town of Westminster residents in proportion to the respective sizes of the real estate in each jurisdiction which are being occupied by the Company (approximately 85% Fitchburg and 15% Westminster). The residents of the respective municipalities shall receive preferential treatment in both hiring and promotions within the Company on said pro-rata basis.
10. This Agreement does not affect, limit, or control the authority of any Town Department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses, required under the laws of the Commonwealth, the Westminster zoning by-law, the Board of Health or any other applicable laws and regulations. By entering into this Agreement, the Town is not required to issue such permits or licenses.
11. The terms of this Agreement will not constitute a waiver of the Town's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement. This Agreement does not affect, limit, or control the authority of any Town departments, including boards and commissions, to issue fees, fines and penalties. This Agreement does not affect, limit, or control the authority of the Town to levy taxes.
12. Events of Default: The Company shall be deemed to have committed an event of default if any of the following occur:
  - a. the Company fails to obtain, and maintain in good standing, all necessary local licenses and permits;



- b. the Company ceases to operate a Facility in the Town;
- c. the Company fails to make payments to the Town as required under this Agreement, and such failure remains uncured for thirty (30) days;
- d. DPH deems the Company has failed, committed an Event of Default (as defined by the state), or suspends or revokes any licenses or permits and the same remains uncured for Thirty (30) days.

13. Termination for Cause: The Town may terminate this Agreement Thirty (30) days after the occurrence of any Event of Default. In addition, the Town may terminate this Agreement for cause at any time by giving at least Ninety (90) days' notice, in writing, to the Company. Cause is defined as the Company's purposeful or negligent violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Facility.

14. If the Town terminates this agreement the Company shall:

- a. not be relieved of liability due under this contract until the Company discontinues operation of the Facility in Westminster.
- b. not be relieved of liability to the Town for damages sustained by the Town for personal injury or property damage;
- c. secure the real estate and personal property owned or used at the time of Default or Termination whichever is earlier, at its sole expense in such a manner so as not to permit waste to occur to the property;
- d. pay all amounts due and reasonably anticipated to be due under this agreement until company discontinues operation of the Facility in Westminster;
- e. provide the Town with adequate security for payment amounts due and reasonably anticipated to be due under this agreement; and
- f. cease and desist immediately after the expiration of the Ninety (90) Day notice for cause provided for in paragraph 13, unless otherwise ordered by the Board of Selectmen.



15. In the event the Company fails to locate a Facility in the Town of Westminster, this agreement shall become null and void without further recourse of either party after the Company contributes Fifteen Hundred (\$1,500.00) to the Town for the meetings, the negotiation and execution of this Agreement as required below.
16. In the event that the Company desires to relocate the Facility within the Town it must obtain approval of the new location by the Town.
17. This Agreement applies solely to the operations of the Facility in accordance with the DPH License, specifically for the purpose of cultivating and processing medical marijuana. If, during the term of this Agreement, it becomes permissible under Massachusetts law for the Company to sell or distribute marijuana for any other purpose than initially authorized by the DPH License, recognizing that the effects on the Town may be greater, the parties agree to renegotiate the terms of this Agreement, including but not limited to increasing the amount of payments to be made to the Town, in recognition that the additional purposes of the Facility may have greater impacts on the Town. In no event shall the payments be reduced from the amounts specified in Paragraph 4 of this Agreement unless necessary to comply with rules enacted or amended by the Commonwealth of Massachusetts or the Massachusetts Department of Public Health.
18. This agreement is entered into with the understanding that the Commonwealth may soon permit cultivation, processing and distribution of marijuana for recreational purposes. In the event this occurs, and the Company engages in this activity, then the terms of this agreement including but not limited to the calculation of Gross Sales shall also include and relate to both medical and all other marijuana until renegotiated as provided for herein.

19. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of the Worcester Superior Court for the adjudication of disputes arising out of this Agreement. Furthermore, in the event of litigation between the Town and Company, neither party shall contest the validity of this agreement, and will stipulate that this agreement shall be enforced as a valid legally binding contract requiring the Company to make payment and this obligation is supported by valuable consideration or at the Town's option that the Town is also entitled to enforcement under a theory known as detrimental reliance which is also identified commonly as promissory estoppel.

20. Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed, postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the following addresses:

The Town: Karen Murphy  
11 South Street  
Westminster, MA 01473

with a copy to: Brian Riley  
KP Law, P.C.  
101 Arch Street  
Boston, MA 02110

Company: Massachusetts Patient Foundation, Inc.  
36 Glen Avenue  
Newton, MA 02459

21. The Company shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the



written consent of the Town. In the event that the Company sells all or substantially all of its asset then the Company will also assign the obligations under this Agreement. The Town shall not unreasonable delay, condition or withhold assent to such an assignment.

22. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

23. The Company shall file with the Town copies of the financial disclosures provided to the Commonwealth of Massachusetts including but not limited to the DPH and the Attorney General. The Company shall provide audited financial statements by a CPA firm chosen by the Town in the event that in the Town's discretion the same is required as a result of a legitimate question or controversy relative to the Company's financial disclosure. In the event that the Company's financial disclosures are consistent with the results of the audit then the Town will pay the reasonable and necessary expenses incurred in connection with conducting the audit. One year after the Completion Date and on an annual basis thereafter, the Company agrees to provide the Town with complete and accurate State Tax Form 2, "Form of List" and such other documentation as is reasonably requested by the Assessors.

24. In the event that the financial condition of the Company is in question or there exists the likelihood that the Company is intending to leave the Town, the Company shall convey a security interest in the assets of the Company in an amount sufficient to secure the payment of the outstanding balance and amounts which are reasonably anticipated to become due. All rights and remedies available to the Town for the collection of taxes shall apply to the payments due under this Agreement and or taxes, including, but not limited to, the rights and remedies provided in M.G.L. c. 59 and M.G.L. c. 60, and all such rights and remedies are hereby reserved notwithstanding anything to the contrary herein. The provisions of the General Laws, including but not limited to G.L. c.59 and G.L.

c.60, will govern the establishment of liens and the collection of any payments provided for in this Agreement as though said payments were real property taxes due and payable to the Town. However, nothing herein will permit the Town to attach any property, real or personal, which is not owned by the Company.

25. In the event the Company becomes or is eligible for status as a charitable organization, a not-for-profit organization or any other status which would otherwise result in an elimination or reduction in taxes, the Company agrees to forgo the elimination and/or reduction in the calculation of the taxes due to claiming said status.
26. The Company shall contribute Fifteen Hundred (\$1,500.00) to the Town for the meetings, the negotiation and execution of this Agreement.
27. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement or the Laws of the Commonwealth of Massachusetts, the Town shall be entitled to an award of attorney's fees in the event it prevails.
28. The Company shall comply with all laws, rules, regulations and orders applicable to the Facility; such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work.
29. 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 one or both parties would be substantially or materially prejudiced.



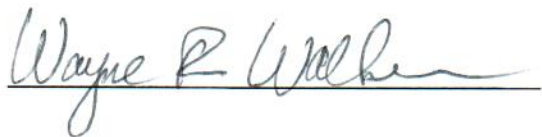
30. In the event that any Court of competent jurisdiction, department or agency of the Commonwealth of Massachusetts or other Regulatory Authority determines that Funds or Services received under this Agreement cannot be received pursuant to M.G.L. c. 44 § 53A this agreement shall not become null and void but to the contrary this agreement shall remain in full force and effect and the monies tendered to the Town shall be received pursuant to the then nominee of the Town.
31. 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.
32. 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.
33. Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.
34. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one in the same Agreement.

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

TOWN OF WESTMINSTER:

BOARD OF SELECTMEN:

WAYNE R. WALKER



HEATHER M. BILLINGS



JAMES A. DELISLE

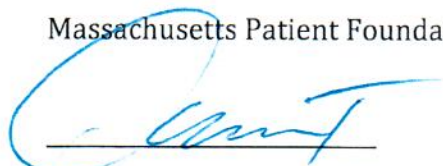


By Town Counsel (as to legal form):

\_\_\_\_\_  
Brian W. Riley, Esq.  
KP Law, P.C.  
101 Arch Street, 12<sup>th</sup> floor  
Boston, MA 02110

COMPANY:

Massachusetts Patient Foundation, Inc.



By: Daniel Karten, Chief Operating Officer

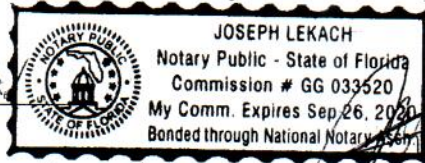
COMMONWEALTH OF MASSACHUSETTS

Worcester, SS.

On this 13<sup>th</sup> day of January, 2017, before me, the undersigned notary public personally appeared Daniel Karten, COO of Massachusetts Patient Foundation, Inc.

and proved to me through satisfactory evidence of identification being ☐ Driver's license or other state or federal government document bearing a photographic image; ☐ Oath of affirmation of credible witness known to me who knows the above signatory, or ☒ My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he/she signed the foregoing document voluntarily for its stated purpose.

Notary Public : Joseph Lekach



My Commission Expires : 9/26/20