

December 22, 2016

Executive Office of Health and Human Services

Department of Public Health

Medical Use of Marijuana Program

99 Chauncey Street, 11th floor

Boston, MA 02111

RECEIVED
DEC 27 2016
Department of Public Health
Medical Use of Marijuana Program

To Whom It May Concern:

Please find enclosed Siting Profile 3 of 3 for Happy Valley Compassion Center, Inc. ("HVCC"). We thought the following updates would be helpful to your review:

1. The two lease agreements mention insurance required by the lenders. We want to inform DPH that these policies are additional and separate from the insurance required by 105 CMR 725.105 (Q). When the insurance policies are purchased, HVCC will submit the declarations pages for each policy to DPH for review.

HVCC will at all times maintain a separate insurance policy that complies with 105 CMR 725.105(Q).

2. In regards to the lease agreements, we are disclosing a related party transaction for each lease agreement and submitting revised questions 12 and 14 for MOP application 3 of 3. Mr. Timothy Van Epps is the COO of HVCC and holds the following positions in each of the corporations with which HVCC has contracted in the lease agreements:
 - a. Mr. Van Epps is a Manager of R. E. Sandri TVE, LLC. which is the owner and landlord of the 172 and 174 Daniel Shays Highway, Orange, MA dispensary location (siting profile 3 of 3). Mr. Van Epps together with family members has a significant equity ownership in R. E. Sandri TVE, LLC.
 - b. Mr. Van Epps is the President of Crumpin Fox Club, Inc, LLC. which is the owner and landlord of our proposed cultivation and processing facility

located at Parcel 1, Northfield Road, Bernardston, MA, (cultivation and processing for Siting Profile 3 of 3). Mr. Van Epps together with family members has a significant equity ownership in Crumpin Fox Club, Inc.

- c. Please find enclosed in a separate envelope an independent legal opinion on the compliance of these lease agreements with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance as well as independent real estate appraisals for each location.
3. In regards to Section D of Siting Profile 3 of 3 both Orange and Bernardston have not passed local zoning requirements regarding siting for the purposes of 105 CMR 725.110(A)(14). HVCC has researched all locations within a 500 foot radius of both locations and has ensured that they are compliant with the siting requirements of 105 CMR 725.110(A)(14).

For the Orange retail RMD, HVCC will be using both properties listed (172 and 174 Daniel Shays Highway).

The Bernardston cultivation and processing RMD location is a 6.0 +/- acre lot labeled as Parcel 1 on the survey map attached to the lease agreement. The town of Bernardston has not yet assigned a numbered street address for the proposed facility on Northfield Road. HVCC will disclose the address to the Department once the number is assigned by the Town of Bernardston.

Attached please find;

- a. A spreadsheet including all abutters within a 500 foot radius of 172 and 174 Daniel Shays Highway Orange, MA showing the address, owner, parcel ID, use code and use description along with a zoning map showing such abutters.
- b. A spreadsheet including all abutters within a 500 foot radius of Parcel 1, Northfield Rd, Bernardston, MA as depicted on the attached survey map showing the address, owner, parcel ID, use code and use description along with a zoning map showing such abutters.

4. As previously discussed in HVCC's Siting Profile 1 of 3 and 2 of 3, Bernardston has not adopted local siting requirements for Cultivating/Processing RMDs in its Zoning Bylaws. Bernardston has enacted local siting requirements for Retail RMDs only.

Please refer to the previously submitted opinion letter written by Donna MacNicol, an attorney with MacNicol and Tombs, LLP., who is the Town Counsel for Bernardston. This opinion was requested by the Bernardston Board of Selectmen.

In the opinion letter you will find that the proposed site at Parcel 1, Northfield Road is allowed by right pursuant to section 2232 of the Bernardston Zoning Bylaw and that there are no siting requirements for cultivation or processing of marijuana.

The following documents are referenced in the opinion letter and were previously submitted with HVCC's Siting Profile 1 of 3 and 2 of 3:

1. March 24, 2014 Letter from James Hawkins, Building Commissioner for the Town of Bernardston.
2. June 14, 2016 letter from the Bernardston Planning Board to the Board of Selectmen.
3. June 22, 2016 letter from the Bernardston Board of Selectmen (also previously submitted with Siting Profile 1 of 3)
4. Section 2232 of the Bernardston Zoning Bylaw
5. Bernardston Right to Farm Bylaw

Lastly, please also reference the previously submitted letter dated September 19, 2016 from our Zoning Attorney Kathleen Connolly from Louison, Costello Condon and Pfaff, LLP further explaining why cultivation and processing is allowed by right at Parcel 1, Northfield Road.

Should you have any questions or if we can provide any more information please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'James A. Counihan', with a stylized flourish at the end.

James A. Counihan



The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Bureau of Health Care Safety and Quality

Medical Use of Marijuana Program

99 Chauncy Street, 11th Floor, Boston, MA 02111

SITING PROFILE:

**Request of for a Certificate of Registration to
Operate a Registered Marijuana Dispensary**

INSTRUCTIONS

This application form is to be completed by a non-profit corporation that wishes to apply for a Certificate of Registration to operate a Registered Marijuana Dispensary ("RMD") in Massachusetts, and has been invited by the Department of Public Health (the "Department") to submit a *Siting Profile*.

If invited by the Department to submit more than one *Siting Profile*, you must submit a separate *Siting Profile* and attachments for each proposed RMD. Please identify each application of multiple applications by designating it as Application 1, 2 or 3 in the header of each application page. Please note that no executive, member, or any entity owned or controlled by such an executive or member, may directly or indirectly control more than three RMDs.

Unless indicated otherwise, all responses must be typed into the application forms. Handwritten responses will not be accepted. Please note that character limits include spaces.

Attachments should be labelled or marked so as to identify the question to which it relates.

Each submitted application must be a complete, collated response, printed single-sided, and secured with a binder clip (no ring binders, spiral binding, staples, or folders).

Mail or hand-deliver the *Siting Profile*, with all required attachments, to:

Department of Public Health
Medical Use of Marijuana Program
RMD Applications
99 Chauncy Street, 11th Floor
Boston, MA 02111

REVIEW

Applications are reviewed in the order they are received. After a completed application packet is received by the Department, the Department will review the information and will contact the applicant if clarifications/updates to the submitted application materials are needed. The Department will notify the applicant whether they have met the standards necessary to receive a Provisional Certificate of Registration.

PROVISIONAL CERTIFICATE OF REGISTRATION

Applicants have one year from the date of the submission of the *Management and Operations Profile* to receive a Provisional Certificate of Registration. If an applicant does not receive a Provisional Certificate of Registration after one year, the applicant must submit a new *Application of Intent* and fee.

REGULATIONS

For complete information regarding registration of an RMD, please refer to 105 CMR 725.100.

It is the applicant's responsibility to ensure that all responses are consistent with the requirements of 105 CMR 725.000, et seq., and any requirements specified by the Department, as applicable.

PUBLIC RECORDS

Please note that all application responses, including all attachments, will be subject to release pursuant to a public records request, as redacted pursuant to the requirements at M.G.L. c. 4, § 7(26).

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JAC

QUESTIONS

If additional information is needed regarding the RMD application process, please contact the Medical Use of Marijuana Program at 617-660-5370 or RMDapplication@state.ma.us.

CHECKLIST

The forms and documents listed below must accompany each application, and be submitted as outlined above:

- ☒ A fully and properly completed *Siting Profile*, signed by an authorized signatory of the applicant non-profit corporation (the "Corporation")
- ☒ Evidence of interest in property, by location (as outlined in Section B)
- ☒ Letter(s) of local support or non-opposition (as outlined in Section C)

SECTION A: APPLICANT INFORMATION

1. Happy Valley Compassion Center, Inc.
Legal name of Corporation
2. James A. Counihan
Name of Corporation's Chief Executive Officer
3. 38 Arbor Way
North Easton, MA 02356
Address of Corporation (Street, City/Town, Zip Code)
4. James A. Counihan
Applicant point of contact (name of person Department of Public Health should contact regarding this application)
5. 617 852 7044
Applicant point of contact's telephone number
6. jcounihan@prismventure.com
Applicant point of contact's e-mail address
7. Number of applications: How many *Siting Profiles* do you intend to submit? 3

SECTION B: PROPOSED LOCATION(S)
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Provide the physical address of the proposed dispensary site and the physical address of the additional location, if any, where marijuana for medical use will be cultivated or processed.

Attach supporting documents as evidence of interest in the property, by location. Interest may be demonstrated by (a) a clear legal title to the proposed site; (b) an option to purchase the proposed site; (c) a lease; (d) a legally enforceable agreement to give such title under (a) or (b), or such lease under (c), in the event that Department determines that the applicant qualifies for registration as a RMD; or (e) evidence of binding permission to use the premises.

	Location	Full Address	County
1	Dispensing	172 and 174 Daniel Shays Highway Orange, MA 01364	Franklin
2	Cultivation	Parcel 1 Northfield Road Bernardston, MA 01337	Franklin
3	Processing	Parcel 1 Northfield Road Bernardston, MA 01337	Franklin

☒ Check here if the applicant would consider a location other than the county or physical address provided within this application.

SECTION C: LETTER OF SUPPORT OR NON-OPPOSITION

Attach a letter of support or non-opposition, using one of the templates below (Option A or B), signed by the local municipality in which the applicant intends to locate a dispensary. The applicant may choose to use either template, in consultation with the host community. If the applicant is proposing a dispensary location and a separate cultivation/processing location, the applicant **must** submit a letter of support or non-opposition from **both** municipalities. This letter may be signed by (a) the Chief Executive Officer/Chief Administrative Officer, as appropriate, for the desired municipality; or (b) the City Council, Board of Alderman, or Board of Selectmen for the desired municipality. The letter of support or non-opposition must contain the language as provided below. The letter must be printed on the municipality's official letterhead.

Template Option A: Use this language if signatory is a Chief Executive Officer/Chief Administrative Officer

I, [Name of person], do hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary ("RMD") in [name of city or town].

I have verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual

Signature

Date

Template Option B: Use this language if signatory is acting on behalf of a City Council, Board of Alderman, or Board of Selectman

The [name of council/board], does hereby provide [support/non-opposition] to [name of non-profit organization] to operate a Registered Marijuana Dispensary in [name of city or town]. I have been authorized to provide this letter on behalf of the [name of council/board] by a vote taken at a duly noticed meeting held on [date].

The [name of council/board] has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Name and Title of Individual (or person authorized to act on behalf of council or board) (add more lines for names if needed)

Signature (add more lines for signatures if needed)

Date

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SECTION D: LOCAL COMPLIANCE

Describe how the Corporation has ensured, and will continue to ensure, that the proposed RMD is in compliance with local codes, ordinances, and bylaws for the physical address(es) of the RMD.

Both Orange and Bernardston have not passed local zoning requirements regarding siting for the purposes of 105 CMR 725.110(A)(14). HVCC has researched all locations within a 500 foot radius of both locations and has ensured that they are compliant with the siting requirements of 105 CMR 725.110(A)(14). (See Attached)

Happy Valley Compassion Center, Inc ("HVCC") has met with the Orange Select Board and Development Officer who agree that the proposed location at 172 and 174 Daniel Shays Highway meets all local zoning requirements.

HVCC has conferred with the Bernardston Selectmen, Planning Board, Zoning Board, Town Counsel and Building Inspector who all agree that Parcel 1 Northfield Road is allowed by right as agricultural use under Bernardston Zoning Bylaw Sec. 2232.

HVCC's CEO is responsible for and will ensure that HVCC continues to comply with all local codes, ordinances and by-laws.

SECTION E: THREE-YEAR BUSINESS PLAN BUDGET PROJECTIONS

Provide the three-year business plan for the RMD, including revenues and expenses.

Projected Start Date for the First Full Fiscal Year: 1/1/18

	FIRST FULL FISCAL YEAR PROJECTIONS 2018	SECOND FULL FISCAL YEAR PROJECTIONS 2019	THIRD FULL FISCAL YEAR PROJECTIONS 2020
Projected Revenue	\$ 3,593,269	\$ 4,311,922	\$ 4,404,321
Projected Expenses	\$ 3,413,605	\$ 3,966,969	\$ 3,963,889
VARIANCE:	\$ 179,663	\$ 344,953	\$ 440,432
Number of unique patients for the year	1393	1672	1839
Number of patient visits for the year	36218	43462	47808
Projected % of patient growth rate annually	---	20%	10%
Estimated purchased ounces per visit	0.25	0.25	0.25
Estimated cost per ounce	\$350	\$325	\$300
Total FTEs in staffing	21	23	25
Total marijuana for medical use inventory for the year (in lbs.)	600	713	732
Total marijuana for medical use sold for the year (in lbs)	565	678	746
Total marijuana for medical use left for roll over (in lbs.)	35	86	72

Projected date the RMD plans to open: 1/1/18


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SECTION F: CERTIFICATION OF ASSURANCE OF COMPLIANCE: ADA AND NON-DISCRIMINATION BASED ON DISABILITY

Applicants must certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination, and civil rights for persons with disabilities. The Applicant must complete a Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability. By signing, the Applicant formally notifies the Department that the Applicant is in compliance and shall maintain compliance with all applicable requirements.

- I certify, that the Applicant is in compliance and shall maintain compliance with all applicable federal and state laws protecting the rights of persons with disabilities, including but not limited to the Americans with Disabilities Act ("ADA"), 42 U.S.C. §§ 12131-12134; Article CXIV of the Massachusetts Constitution; and; Chapter 93, § 103; Chapter 151B; and Chapter 272, §§ 98 and 98A of the Massachusetts General Laws.
- I understand that federal and state laws prohibit discrimination in public accommodations and employment based solely on disability. I recognize that to make goods, services, facilities, privileges, advantages, or accommodations readily accessible to and usable by persons with disabilities, the Applicant, under the ADA, must:
 - remove architectural and communication barriers in existing facilities, when readily achievable and, if not readily achievable, must use alternative methods;
 - purchase accessible equipment or modify equipment;
 - modify policies and practices; and
 - furnish appropriate auxiliary aids and services where necessary to ensure effective communication.
- I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden. I also understand that the Massachusetts Constitution Article CXIV provides that no otherwise qualified individual shall, solely by reason of disability, be excluded from the participation in, denied the benefits of, or be subject to discrimination under any program or activity within the Commonwealth.
- I agree that the Applicant shall cooperate in any compliance review and shall provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein for reviewing compliance with the ADA, the Massachusetts Constitution, other applicable state and federal laws, including 105 CMR 725.000, et seq.
- I agree that any violation of the specific provisions and terms of this Assurance or of the ADA, and/or of any Plan of Correction shall be deemed a breach of a material condition of any Certificate of Registration issued to the Applicant for operation of a Registered Marijuana Dispensary. Such a breach shall be grounds for suspension or revocation, in whole or in part, of a Certificate of Registration issued by the Department.
- I agree that, if selected, I will submit a detailed floor plan of the premises of the proposed dispensary in compliance with 105 CMR 725.100(m) in compliance with the Architectural Review required pursuant to 105 CMR 725.100(B)(5)(f).

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, understand the obligations of the Applicant under the Certification of Assurance of Compliance: ADA and Non-Discrimination based on Disability, and agree and attest that the Applicant will comply with those obligations as stated in the Certification.


Signature of Authorized Signatory

James A. Counihan CEO
Print Name of Authorized Signatory

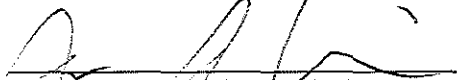
12/22/2016
Title of Authorized Signatory Date Signed




ATTESTATIONS

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JAC

Signed under the pains and penalties of perjury, I, the authorized signatory for the applicant non-profit corporation, agree and attest that all information included in this application is complete and accurate and that I have an ongoing obligation to submit updated information to the Department if the information presented within this application has changed.

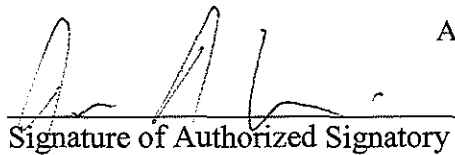

Signature of Authorized Signatory12/22/2016
Date SignedJames A. Counihan
Print Name of Authorized SignatoryCEO
Title of Authorized Signatory

I, the authorized signatory for the applicant non-profit corporation, hereby attest that the corporation has notified the chief administrative officer and the chief of police of the proposed city or town in which the RMD would be sited, as well as the sheriff of the applicable county, of the intent to submit a *Management and Operations Profile* and a *Siting Profile*.


Signature of Authorized Signatory12/22/2016
Date SignedJames A. Counihan
Print Name of Authorized SignatoryCEO
Title of Authorized Signatory

I, the authorized signatory for the applicant non-profit corporation, hereby attest that if the corporation is approved for a provisional certificate of registration, the corporation is prepared to pay a non-refundable registration fee of \$50,000, as specified in 105 CMR 725.000, after being notified that the RMD has been approved for a provisional certificate of registration.

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JAC



Signature of Authorized Signatory

Application 3 of 3

Applicant Non-Profit Corporation Happy Valley Compassion Center, Inc.

12/22/2106
Date Signed

James A. Counihan
Print Name of Authorized Signatory

CEO
Title of Authorized Signatory

Information on this page has been reviewed by the applicant, and where provided by the applicant, is accurate and complete, as indicated by the initials of the authorized signatory here: JAC

COMMERCIAL REAL ESTATE LEASE

1. PARTIES:

This LEASE is made and executed by and between Crumpin Fox Club, Inc., a Massachusetts Corporation as LANDLORD, having an office at P.O. Box 1578, 400 Chapman Street, Greenfield, MA 01302 and Happy Valley Compassion Center, Inc., having an office 38 Arbor Way, North Easton, MA 02356 as TENANT.

2. PREMISES:

LANDLORD leases and TENANT accepts and leases the property specifically described as follows: a six (6) acre parcel of land located along the Northfield Road, Bernardston, MA 01337 as depicted in the attached survey map. (the "Premises")

3. USE OF PREMISES:

Premises include all improvements, rights of way, and easements. The Premises are to be used for a medical marijuana cultivation and processing center as regulated and licensed by the Commonwealth of Massachusetts.

(A) TENANT shall observe and obey all laws, ordinances and regulations issued by any governmental body or administrative agency covering use and occupancy of Premises and operation of TENANTS business on the Premises.

(B) TENANT may not make any additions or alterations to the improvements, or erect or construct any buildings or other enclosure on the Premises without prior written consent of LANDLORD which will not be unreasonably withheld. TENANT shall pay for the cost of all leasehold improvements.

(C) TENANT shall not engage in, permit, allow, or acquiesce in any dangerous or illegal action, omission, or enterprise on or about Premises which may result in injury or damage to persons or property of LANDLORD, TENANT'S, invitees, customers, or employees, or any activity which may be deemed offensive to common decency and morality, or any action, omission, or enterprise which might or could impose legal liability upon LANDLORD.

(D) TENANT'S right of possession to Premises will cease upon termination, cancellation, or non-renewal of this Lease by either party; and, in such event, TENANT shall immediately surrender Premises to LANDLORD. Should TENANT fail to do so, unless otherwise specified by applicable statute, LANDLORD shall have the right to enter Premises for purposes of repossession without having liability to TENANT for trespass or damage, and LANDLORD shall be entitled to sue for and recover all costs and expenses, including reasonable attorney's fees incurred by LANDLORD, in repossessing the Premises.

(E) When this Lease ends, TENANT shall, at its own cost and expense, return Premises cleaned, with all refuse removed, normal wear and tear not included. TENANT must remove all of TENANT'S property from the Premises when this Lease ends. Unless otherwise agreed to by both parties in writing, all property left on or about the Premises for more than ten (10) days after TENANT vacated, abandons, or otherwise leaves the Premises, may be removed and disposed of by LANDLORD without having liability to TENANT. All leasehold improvements shall remain the property of LANDLORD.

(F) LANDLORD reserves the right to inspect Premises to ensure compliance with terms of this Lease. The Landlord understands and agrees that entry to the facility must be on an "escorted access only" basis, as set forth in 105 CMR 725.110(C) (4) in any designated limited access area. Tenant shall provide Landlord with 24 hour / 7 days a week telephone number to access cultivation and processing center agent authorized to access and escort Landlord in any designated limited access areas.

(G) Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana product or marijuana by-product. Landlord hereby agrees and acknowledges that any such marijuana located on the premises shall be controlled in accordance with all federal and state laws including 105 CMR 725.000 et seq.

4. TERM:

The term of this Lease shall commence on the January 1, 2018 and terminate on December 31, 2020. TENANT shall have the option to renew this lease for one ten (10) year term by giving LANDLORD thirty (30) days written notice prior to the expiration of the current Lease that it is exercising said option. Additionally, TENANT shall have the option to terminate this lease if denied licenses from the State, County or Municipal Authorities to operate a medical marijuana dispensary or for any other reason by giving LANDLORD sixty (60) days written notice.

5. RENT:

Monthly rent during the term of this Lease shall be One Thousand Seven Hundred Fifty Dollars (\$1750.00 per month). Rent is due on or before the fifth (5th) day of each month. Rent shall be prorated on a daily basis for periods of less than one (1) calendar month. Upon prior written notice to TENANT, a late payment charge equal to 1% of the current month's rent may be added to, and collected for, each rent payment, which is not paid when due. In addition to Rent TENANT shall be responsible for expenses as set forth in Section 10 below.

Should TENANT exercise its ten (10) year option to renew, the monthly rent shall be Two Thousand Five Hundred Dollars (\$2,500.00 per month).

6. CONSTRUCTION/RENT ABATEMENT:

It is TENANT's intention to make certain improvements to the Premises during the Initial Term of the Lease. Any and all improvements shall require LANDLORD's prior written approval such approval not to be unreasonably withheld. During the construction phase of TENANT's improvements, LANDLORD agrees to waive all rental charges and pay real estate taxes for the Premises. This construction phase will terminate upon the opening of TENANT's third medical marijuana dispensary or January 1, 2018 whichever occurs first.

Prior to TENANT performing any construction or other work on or about the Premises for which a lien could be filed against the Premises, TENANT at LANDLORD's option, shall furnish satisfactory security for the protection of LANDLORD against mechanics' liens. Notwithstanding the foregoing, if any mechanics' or other lien shall be filed against the Premises purporting to be for labor or material furnished or to be furnished at the request of TENANT, then TENANT shall at its expense cause such lien to be discharged by record of payment, bond or otherwise, within ten (10) days after the filing thereof. If TENANT shall fail to cause such lien to be discharged of record within such ten day period, LANDLORD may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and TENANT shall, upon demand as additional rent, reimburse LANDLORD for all amounts paid and cost incurred including attorneys fees, in having such lien discharged of record.

If the Premises are rendered wholly untenable by fire or other casualty, or if public work or repairs, improvements or modifications to the Premises prevent access to the Premises, LANDLORD may, at its option, abate the rent until the Premises and access are fully restored. TENANT may terminate this Lease if the abatement of rent is not acceptable to TENANT.

7. PURCHASE OPTION:

- Tenant shall have the option to purchase the Premises within the initial term of this Lease for Three Hundred and Thirty Thousand Dollars (\$330,000.00).

TENANT shall have the option to purchase the Premises during the first two (2) years of the first renewal option term for Three Hundred Fifty Five Thousand Dollars (\$355,000.00).

- TENANT shall exercise its option hereunder by giving LANDLORD written notice of its election to exercise received by LANDLORD by March 31, 2022 and upon receipt of said notice the parties shall proceed with the transfer of the Premises in accordance with the terms and conditions set forth in Exhibit A attached hereto and made a part hereof.
- This purchase option shall be freely assignable to PTJ RE, LLC at the sole discretion of HVCC.

8. CONDEMNATION:

Should the Premises, in whole or in part, be condemned or otherwise taken for public or semi-public use, LANDLORD shall have the right to terminate this Lease at any time thereafter upon written notice to TENANT. TENANT shall have no claim to any portion of the award payable to LANDLORD by reason of a condemnation or taking of the Premises. TENANT shall be entitled to file for and retain any award payable to TENANT by reason of condemnation or taking of TENANT'S leasehold interest in the Premises.

9. TITLE AND CONDITION:

Should LANDLORD lose title to, or right to lease the Premises, or should LANDLORD'S title to the Premises fall, this Lease shall automatically terminate at the time and date of LANDLORD'S loss or failure of title or right to lease. LANDLORD makes no expressed or implied warranty relating to zoning or title to Premises, and TENANT waives any right to recover damages from LANDLORD arising from LANDLORD'S loss or failure of title or right to lease. TENANT accepts the Premises in its present condition.

10. REAL ESTATE TAXES, SERVICE CHARGES, UTILITIES:

This lease is a Triple Net Lease. TENANT shall pay all real estate taxes, water, maintenance expenses and utilities costs associated with the entire premises.

11. MAINTENANCE:

TENANT shall keep the Premises clean, attractive, and in good condition (normal wear and tear not included), and shall keep the Premises, including all buildings and driveways, free of unlicensed, wrecked, and dismantled vehicles, ice, snow, and all other hazardous substances and conditions. TENANT shall be responsible for all repairs and maintenance to the existing improvements and any future improvements on the property.

12. INSURANCE/ INDEMNIFICATION:

(a) During the period this agreement is in effect, TENANT further covenants and agrees to maintain solely at TENANT'S expense the following insurance or the equivalent thereof: (i) insurance coverage for damage to personal property, equipment and fixtures, (ii) fire and casualty insurance for the building located on the Premises for its full replacement cost (but no co-insurance nor deduction for depreciation), with a deductible not to exceed \$10,000.00 for such perils as are covered on Special Form (formerly called "all risk") insurance, and subject to any applicable deductible. To the extent not covered by said Special Form, LANDLORD shall at least keep LANDLORD'S Building insured against loss by fire, windstorm, tornado, and hail, and against the loss or damage by such other risk as may be covered by standard extended coverage form, and also against vandalism and malicious mischief and (iii) comprehensive general liability insurance covering operations and premise, complete operations and product liability and contractual liability, all with minimum limits of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate. The insurance will name LANDLORD as an additional insured and will be primary as to any other existing, valid and collectible insurance. The foregoing are minimum insurance requirements only and may or may not adequately meet

the entire insurance needs of TENANT. If LANDLORD requires, before LANDLORD delivers possession of the Premises to TENANT, TENANT shall furnish LANDLORD with certificates of such insurance which provide that coverage will not be canceled or materially changed prior to thirty (30) days advance written notice or any such notice as is required by contract or state law to LANDLORD. This insurance required hereunder in no way limits or restricts TENANT's obligation under this Section 12 as to indemnification of LANDLORD. Further, the insurance to be carried shall be in no way limited by any limitation placed upon the indemnity therein given as a matter of law. TENANT's insurance company shall be reasonably acceptable to LANDLORD. Lastly, despite anything language that may be to the contrary, Tenant will maintain separate insurance coverage in amounts sufficient to comply with 105 CMR 725.105(Q). (This was language we added to the other leases that I believe was dropped).

(b) TENANT shall indemnify, hold harmless and defend LANDLORD from and against any and all reasonable costs, expenses (including court costs and reasonable attorneys' fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with TENANT's use of the Premises, including TENANT'S use of the property for the growth or sale of marijuana products, and LANDLORD shall not be liable to TENANT on account of (i) any failure by TENANT to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by TENANT, (ii) any failure by TENANT to comply with any statutes, ordinances, regulations or orders of any governmental authority relating to TENANT's use of the Premises, (iii) any accident, death or personal injury, or damage to or loss or theft of property, which shall occur in or about the Premises except as the same may be caused solely by the negligence of LANDLORD, its employees or agents; or (iv) the release or improper storage or disposal of any hazardous wastes or materials by TENANT, unless caused by the negligence of LANDLORD, its employees or agents

13. MULTIPLE TENANTS:

If more than one person is named as TENANT in this Lease, any one of them shall, as between themselves and LANDLORD, have authority to bind all said TENANTS, and acts and omissions (including notices and events of default) by any one of said TENANTS shall conclusively be an act or omission of all said TENANTS. Notices given by LANDLORD to any one of said TENANTS shall be as though given to all TENANTS.

14. NOTICES:

Any notice given by either party to the other regarding this Lease must be in writing. If directed to LANDLORD, such notice shall be mailed or delivered to LANDLORD'S office, and, if directed to TENANT, shall be mailed to or left upon the Premises.

15. ASSIGNMENT AND SUBLETTING:

TENANT shall not assign this Lease, or sublet any portion of the Premises, without prior consent of LANDLORD, which shall not be unreasonably withheld. Such assignment or subletting shall not change TENANT'S continuing obligations to LANDLORD, except as may be otherwise agreed in writing by LANDLORD. LANDLORD may, upon written notice, sell and assign this Lease, or assign the rents to be paid by TENANT.

16. REPRESENTATIONS:

All negotiations, representations, understandings, promises, and agreements with respect to matters covered by this Lease are fully set forth herein. The person negotiating this Lease on behalf of LANDLORD is without authority to make any promise or agreement with TENANT, which is not set forth in this Lease or in an addendum or amendment hereto. This Lease, and all supplements, amendments, and addenda shall not be binding upon LANDLORD until and unless executed by a duly authorized representative of LANDLORD.

17. NON-WAIVER:

Should either LANDLORD or TENANT at any time waive or fail to enforce any term, condition, or agreement of this Lease, such waiver or failure to enforce shall not be construed as a waiver or relinquishment of that party's right thereafter to enforce any such term, condition, or agreement.

18. DEFAULT:

A default shall be considered to have occurred (a) if payment of all rent or other monetary obligations shall not have been made when due and if such failure to pay shall continue for ten (10) days after the due date or (b) if within thirty (30) days after written notice thereof from LANDLORD to TENANT specifying any other default or defaults, TENANT has not cured such default or defaults (or if the same cannot be reasonably cured within said thirty (30) day time period by exercising due diligence, then such additional reasonable time (not to exceed an additional thirty (30) days, for TENANT to cure provided TENANT continues to use due diligence to cure). In the event (a) of any default by TENANT of any of the terms and covenants of this Lease to be performed by TENANT as provided herein, (b) the estate hereby created in TENANT is taken by process of law, (c) TENANT shall file a voluntary petition of bankruptcy, (d) any involuntary petition initiating a bankruptcy proceeding is filed against TENANT and is not dismissed within sixty (60) days, (e) TENANT is adjudicated bankrupt, (f) TENANT shall make an assignment for the benefit of creditors or take the benefit of any insolvency law, or (g) a receiver is appointed for TENANT, then LANDLORD may, upon five (5) days' prior written notice to TENANT, by summary process or other legal means, enter upon the Premises and repossess the Premises and expel and remove from the Premises, TENANT and those claiming under it and its effects, without being guilty of any manner of trespass, thereby terminating this Lease without prejudice to any remedies which LANDLORD might otherwise be entitled to for arrears of rent or otherwise. In the event of such termination, TENANT shall indemnify LANDLORD against all loss of rent and its costs and expenses which LANDLORD may reasonably incur by reason of such termination including without limitation its broker fees and commissions with respect to any new lease or occupancy, its reasonable expenses incurred in preparing the Premises for reletting and its other costs and expenses due to such termination.

18. MISCELLANEOUS:

All prior contracts between the parties concerning the Premises are hereby canceled as of the date the term of this Lease commences, without releasing the rights or liabilities of either party accruing thereunder. This Lease shall when executed, be binding upon the parties, their respective heirs, executors, administrators, successors, and assigns.

Effective as of December 14th, 2017

WITNESSES:

Kurtz

TENANT: HAPPY VALLEY COMPASSION CENTER, INC.

BY:

Name: JAMES A. Lounsbury
Title: CEO

WITNESSES:

Kris Peltis

LANDLORD: Crumpin Fox Club, LLC,

BY:

Michael V. Behn
Michael V. Behn, Duly Authorized

Exhibit A

TERMS FOR PURCHASE AND SALE

If TENANT exercises the option to purchase contained in Section 7 of the Commercial Real Estate Lease to which this Exhibit is attached (the "Lease"), the closing of the transfer of the Premises shall be controlled by the following provisions. Capitalized terms not defined herein shall have the meaning given them in the Lease.

1. PREMISES DESCRIPTION: A six (6) acre parcel of land located along Northfield Road, Bernardston, MA, as depicted in the attached survey map..

2. PURCHASE PRICE: As set forth in Section 7 of the Lease, subject to reduction as set forth herein (the "Purchase Price").

3. EFFECTIVE DATE: The "Effective Date" will be the date when LANDLORD has received written notice from TENANT of its intent to exercise its option to purchase.

4. PAYMENT OF PURCHASE PRICE: The Purchase Price, subject to applicable adjustments and prorations, shall be paid to LANDLORD on the Closing Date by certified or cashier's check or by wire transfer.

5. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on the 90th day after the Effective Date ("Closing Date") unless the Closing Date is modified by other provisions of these Terms for Purchase and Sale (these "Purchase Terms"). On the Closing Date LANDLORD shall deliver to TENANT, upon payment of the Purchase Price a quitclaim deed conveying, good, clear record, insurable title to the Premises.

6. RESTRICTIONS; EASEMENTS; LIMITATIONS: TENANT shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on a survey; public utility easements of record servicing the Premises; taxes and assessments for year of closing and subsequent years; easements, restrictions or covenants of record, if any; provided, that there exists at closing no violation of the foregoing.

7. TITLE AND SURVEY: TENANT, at TENANT's expense, within thirty (30) days of the Effective Date shall cause to have examined the back title to the Premises as well as conduct any surveying of the Premises by a surveyor registered in the Commonwealth of Massachusetts. If such title exam or survey discloses a title defect or an encroachment on the Premises or that improvements located on the property encroach on setback lines, easements, lands of others or violate any restrictions, covenants of these Purchase Terms or any applicable governmental regulation, the same shall constitute a title defect. TENANT shall notify LANDLORD of any title or surveying defect within thirty (30) days of the Effective Date. If LANDLORD is not willing to correct such defect then this Agreement shall terminate without recourse to either party.

8. PLACE OF CLOSING: Closing shall be held at the office of the attorney or other closing agent designated by TENANT.

9. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and Massachusetts state or national legal holidays shall be excluded. Any time periods provided herein which shall end on a Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. on the next business day. Time is of the essence in these Purchase Terms.

10. DOCUMENTS FOR CLOSING: LANDLORD shall furnish the deed, bill of sale (if applicable), mechanic's lien affidavit, owner's possession affidavit, FIRPTA affidavit, and corrective instruments, all in such form and substance as are acceptable to TENANT and TENANT's title insurer. Each party shall execute a closing statement.

Handwritten signatures:
MB
JPC

11. EXPENSES: Recording fees for any monetary discharge, deed stamps and corrective instruments shall be paid by LANDLORD. Recording of the deed and municipal lien certificate shall be paid by TENANT. Unless otherwise provided by law or rider to these Purchase Terms, charges for the following related title services, namely title or abstract charge, title examination, and settlement and closing fee, shall be paid by TENANT.

12. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Premises shall not be prorated at Closing since TENANT has been responsible for such expenses under the terms of the Lease.

13. RISK OF LOSS: Risk of loss until the date of Closing shall be the responsibility of TENANT pursuant to the terms of the Lease.

14. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of these Purchase Terms, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

15. FAILURE OF PERFORMANCE: If TENANT fails to perform these Purchase Terms within the time specified, LANDLORD may elect to terminate the exercise of the option to purchase and be relieved of all obligations under these Purchase Terms. If for any reason other than failure of LANDLORD to make LANDLORD's title marketable after diligent effort, TENANT fails, neglects or refuses to perform these Purchase Terms, TENANT may seek specific performance or may terminate the exercise of the option, whereupon LANDLORD shall reimburse TENANT for all costs and expenses in connection with TENANT's exercise of the option to purchase. If either party terminates the exercise of the option to purchase as set forth herein, the Parties shall continue to be bound by the terms and provisions of the Agreement.

16. PERSONS BOUND; NOTICE: These Purchase Terms shall bind and inure to the benefit of the Parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any Party shall be as effective as if given by or to that Party.

17. CONVEYANCE: LANDLORD shall convey title to the Premises by quitclaim deed, subject only to matters contained in Section 6 of these Purchase Terms and those otherwise accepted by TENANT. Personal property shall, at the request of TENANT, be transferred by a bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

18. AMENDMENTS: No modification to or change in these Purchase Terms shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties intended to be bound by it.

COMMERCIAL REAL ESTATE LEASE

1. PARTIES:

This LEASE is made and executed by and between R.E. Sandri TVE, LLC,, a Massachusetts Corporation as LANDLORD, having an office at P.O. Box 1578, 400 Chapman Street, Greenfield, MA 01302 and Happy Valley Compassion Center, Inc., having an office 38 Arbor Way, North Easton, MA 02356 as TENANT.

2. PREMISES:

LANDLORD leases and TENANT accepts and leases the property specifically described as follows: a one and one quarter (1.25) acre parcel of land located at 172 and 174 Daniel Shays Highway, Orange, MA 01364(the "Premises")

3. USE OF PREMISES:

Premises include all improvements, rights of way, and easements. The Premises are to be used for a medical marijuana cultivation and processing center as regulated and licensed by the Commonwealth of Massachusetts.

(A) TENANT shall observe and obey all laws, ordinances and regulations issued by any governmental body or administrative agency covering use and occupancy of Premises and operation of TENANTS business on the Premises.


(B) TENANT may not make any additions or alterations to the improvements, or erect or construct any buildings or other enclosure on the Premises without prior written consent of LANDLORD which will not be unreasonably withheld. TENANT shall pay for the cost of all leasehold improvements.

(C) TENANT shall not engage in, permit, allow, or acquiesce in any dangerous or illegal action, omission, or enterprise on or about Premises which may result in injury or damage to persons or property of LANDLORD, TENANT'S, invitees, customers, or employees, or any activity which may be deemed offensive to common decency and morality, or any action, omission, or enterprise which might or could impose legal liability upon LANDLORD.

(D) TENANT'S right of possession to Premises will cease upon termination, cancellation, or non-renewal of this Lease by either party; and, in such event, TENANT shall immediately surrender Premises to LANDLORD. Should TENANT fail to do so, unless otherwise specified by applicable statute, LANDLORD shall have the right to enter Premises for purposes of repossession without having liability to TENANT for trespass or damage, and LANDLORD shall be entitled to sue for and recover all costs and expenses, including reasonable attorney's fees incurred by LANDLORD, in repossessing the Premises.

(E) When this Lease ends, TENANT shall, at its own cost and expense, return Premises cleaned, with all refuse removed, normal wear and tear not included. TENANT must remove all of TENANT'S property from the Premises when this Lease ends. Unless otherwise agreed to by both parties in writing, all property left on or about the Premises for more than ten (10) days after TENANT vacated, abandons, or otherwise leaves the Premises, may be removed and disposed of by LANDLORD without having liability to TENANT. All leasehold improvements shall remain the property of LANDLORD.

(F) LANDLORD reserves the right to inspect Premises to ensure compliance with terms of this Lease. The Landlord understands and agrees that entry to the facility must be on an "escorted access only" basis, as set forth in 105 CMR 725.110(C) (4) in any designated limited access area. Tenant shall provide Landlord with 24 hour / 7 days a week telephone number to access cultivation and processing center agent authorized to access and escort Landlord in any designated limited access areas.


MVB

(G) Notwithstanding any provision of this Lease to the contrary, no right of entry, possession or sale, either set forth expressly in this Lease or arising as a matter of law, shall permit Landlord to claim, control, possess, secure, sell or dispose of any marijuana, marijuana product or marijuana by-product. Landlord hereby agrees and acknowledges that any such marijuana located on the premises shall be controlled in accordance with all federal and state laws including 105 CMR 725.000 et seq.

4. TERM:

The term of this Lease shall commence on the January 1, 2018 and terminate on December 31, 2020. TENANT shall have the option to renew this lease for one (1) additional ten (10) year term by giving LANDLORD Thirty (30) days written notice prior to the expiration of the current Lease that it is exercising said option. Additionally, TENANT shall have the option to terminate this lease if denied licenses from the State, County or Municipal Authorities to operate a medical marijuana dispensary or for any other reason by giving LANDLORD sixty (60) days written notice.

5. RENT:

Monthly rent during the term of this Lease shall be (\$1,312.50 per month). Rent is due on or before the fifth (5th) day of each month. Rent shall be prorated on a daily basis for periods of less than one (1) calendar month. Upon prior written notice to TENANT, a late payment charge equal to 1% of the current month's rent may be added to, and collected for, each rent payment, which is not paid when due. In addition to Rent TENANT shall be responsible for expenses as set forth in Section 10 below.

Should TENANT exercise its ten (10) year option to renew the monthly rent will be One Thousand Eight Hundred and Seventy Five Dollars (\$1,875.00 per month).

6. CONSTRUCTION/RENT ABATEMENT:

It is TENANT's intention to make certain improvements to the Premises during the Initial Term of the Lease. Any and all improvements shall require LANDLORD's prior written approval such approval not to be unreasonably withheld. During the construction phase of TENANT's improvements, LANDLORD agrees to waive all rental charges and pay real estate taxes for the Premises. This construction phase will terminate upon the opening of TENANT's third medical marijuana dispensary or January 1, 2018 whichever occurs first.

Prior to TENANT performing any construction or other work on or about the Premises for which a lien could be filed against the Premises, TENANT at LANDLORD's option, shall furnish satisfactory security for the protection of LANDLORD against mechanics' liens. Notwithstanding the foregoing, if any mechanics' or other lien shall be filed against the Premises purporting to be for labor or material furnished or to be furnished at the request of TENANT, then TENANT shall at its expense cause such lien to be discharged by record of payment, bond or otherwise, within ten (10) days after the filing thereof. If TENANT shall fail to cause such lien to be discharged of record within such ten day period, LANDLORD may cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and TENANT shall, upon demand as additional rent, reimburse LANDLORD for all amounts paid and cost incurred including attorneys fees, in having such lien discharged of record.

If the Premises are rendered wholly untenable by fire or other casualty, or if public work or repairs, improvements or modifications to the Premises prevent access to the Premises, LANDLORD may, at its option, abate the rent until the Premises and access are fully restored. TENANT may terminate this Lease if the abatement of rent is not acceptable to TENANT.

7. PURCHASE OPTION:

Handwritten initials "JNB" and a circled signature "JPC" are present in the bottom right corner of the page.

- Tenant shall have the option to purchase the Premises within the initial term of this Lease for Two Hundred and Fifty Thousand Dollars (\$250,000.00).
- TENANT shall have the option to purchase the Premises during the first two (2) years of the first renewal option term for Three Hundred and Fifteen Thousand Dollars (\$260,000.00).
- TENANT shall exercise its option hereunder by giving LANDLORD written notice of its election to exercise received by LANDLORD by March 31, 2022 and upon receipt of said notice the parties shall proceed with the transfer of the Premises in accordance with the terms and conditions set forth in Exhibit A attached hereto and made a part hereof.
- This purchase option shall be freely assignable to PTJ RE, LLC at the sole discretion of HVCC.

8. CONDEMNATION:

Should the Premises, in whole or in part, be condemned or otherwise taken for public or semi-public use, LANDLORD shall have the right to terminate this Lease at any time thereafter upon written notice to TENANT. TENANT shall have no claim to any portion of the award payable to LANDLORD by reason of a condemnation or taking of the Premises. TENANT shall be entitled to file for and retain any award payable to TENANT by reason of condemnation or taking of TENANT'S leasehold interest in the Premises.

9. TITLE AND CONDITION:

Should LANDLORD lose title to, or right to lease the Premises, or should LANDLORD'S title to the Premises fail, this Lease shall automatically terminate at the time and date of LANDLORD'S loss or failure of title or right to lease. LANDLORD makes no expressed or implied warranty relating to zoning or title to Premises, and TENANT waives any right to recover damages from LANDLORD arising from LANDLORD'S loss or failure of title or right to lease. TENANT accepts the Premises in its present condition.

10. REAL ESTATE TAXES, SERVICE CHARGES, UTILITIES:

This lease is a Triple Net Lease. TENANT shall pay all real estate taxes, water, maintenance expenses and utilities costs associated with the entire premises.

11. MAINTENANCE:

TENANT shall keep the Premises clean, attractive, and in good condition (normal wear and tear not included), and shall keep the Premises, including all buildings and driveways, free of unlicensed, wrecked, and dismantled vehicles, ice, snow, and all other hazardous substances and conditions. TENANT shall be responsible for all repairs and maintenance to the existing improvements and any future improvements on the property.

12. INSURANCE/ INDEMNIFICATION:

(a) During the period this agreement is in effect, TENANT further covenants and agrees to maintain solely at TENANT'S expense the following insurance or the equivalent thereof: (i) insurance coverage for damage to personal property, equipment and fixtures, (ii) fire and casualty insurance for the building located on the Premises for its full replacement cost (but no co-insurance nor deduction for depreciation), with a deductible not to exceed \$10,000.00 for such perils as are covered on Special Form (formerly called "all risk") insurance, and subject to any applicable deductible. To the extent not covered by

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said Special Form, LANDLORD shall at least keep LANDLORD's Building insured against loss by fire, windstorm, tornado, and hail, and against the loss or damage by such other risk as may be covered by standard extended coverage form, and also against vandalism and malicious mischief and (iii) comprehensive general liability insurance covering operations and premise, complete operations and product liability and contractual liability, all with minimum limits of one million dollars (\$1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate. The insurance will name LANDLORD as an additional insured and will be primary as to any other existing, valid and collectible insurance. The foregoing are minimum insurance requirements only and may or may not adequately meet the entire insurance needs of TENANT. If LANDLORD requires, before LANDLORD delivers possession of the Premises to TENANT, TENANT shall furnish LANDLORD with certificates of such insurance which provide that coverage will not be canceled or materially changed prior to thirty (30) days advance written notice or any such notice as is required by contract or state law to LANDLORD. This insurance required hereunder in no way limits or restricts TENANT's obligation under this Section 12 as to indemnification of LANDLORD. Further, the insurance to be carried shall be in no way limited by any limitation placed upon the indemnity therein given as a matter of law: TENANT's insurance company shall be reasonably acceptable to LANDLORD. Lastly, despite anything language that may be to the contrary, Tenant will maintain separate insurance coverage in amounts sufficient to comply with 105 CMR 725.105(Q). (This is language we added to the prior leases that I believe was dropped here.)

(b) TENANT shall indemnify, hold harmless and defend LANDLORD from and against any and all reasonable costs, expenses (including court costs and reasonable attorneys' fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with TENANT's use of the Premises, including TENANT'S use of the property for the growth or sale of marijuana products, and LANDLORD shall not be liable to TENANT on account of (i) any failure by TENANT to perform any of the agreements, terms, covenants or conditions of this Lease required to be performed by TENANT, (ii) any failure by TENANT to comply with any statutes, ordinances, regulations or orders of any governmental authority relating to TENANT's use of the Premises, (iii) any accident, death or personal injury, or damage to or loss or theft of property, which shall occur in or about the Premises except as the same may be caused solely by the negligence of LANDLORD, its employees or agents; or (iv) the release or improper storage or disposal of any hazardous wastes or materials by TENANT, unless caused by the negligence of LANDLORD, its employees or agents

13. MULTIPLE TENANTS:

If more than one person is named as TENANT in this Lease, any one of them shall, as between themselves and LANDLORD, have authority to bind all said TENANTS, and acts and omissions (including notices and events of default) by any one of said TENANTS shall conclusively be an act or omission of all said TENANTS. Notices given by LANDLORD to any one of said TENANTS shall be as though given to all TENANTS.

14. NOTICES:


Any notice given by either party to the other regarding this Lease must be in writing. If directed to LANDLORD, such notice shall be mailed or delivered to LANDLORD'S office, and, if directed to TENANT, shall be mailed to or left upon the Premises.

15. ASSIGNMENT AND SUBLETTING:

TENANT shall not assign this Lease, or sublet any portion of the Premises, without prior consent of LANDLORD, which shall not be unreasonably withheld. Such assignment or subletting shall not change TENANT'S continuing obligations to LANDLORD, except as may be otherwise agreed in writing by LANDLORD. LANDLORD may, upon written notice, sell and assign this Lease, or assign the rents to be paid by TENANT.

16. REPRESENTATIONS:

All negotiations, representations, understandings, promises, and agreements with respect to matters covered by this Lease are fully set forth herein. The person negotiating this Lease on behalf of LANDLORD is without authority to make any promise or agreement with TENANT, which is not set forth in this Lease or

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in an addendum or amendment hereto. This Lease, and all supplements, amendments, and addenda shall not be binding upon LANDLORD until and unless executed by a duly authorized representative of LANDLORD.

17. NON-WAIVER:

Should either LANDLORD or TENANT at any time waive or fail to enforce any term, condition, or agreement of this Lease, such waiver or failure to enforce shall not be construed as a waiver or relinquishment of that party's right thereafter to enforce any such term, condition, or agreement.

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A default shall be considered to have occurred (a) if payment of all rent or other monetary obligations shall not have been made when due and if such failure to pay shall continue for ten (10) days after the due date or (b) if within thirty (30) days after written notice thereof from LANDLORD to TENANT specifying any other default or defaults, TENANT has not cured such default or defaults (or if the same cannot be reasonably cured within said thirty (30) day time period by exercising due diligence, then such additional reasonable time (not to exceed an additional thirty (30) days, for TENANT to cure provided TENANT continues to use due diligence to cure). In the event (a) of any default by TENANT of any of the terms and covenants of this Lease to be performed by TENANT as provided herein, (b) the estate hereby created in TENANT is taken by process of law, (c) TENANT shall file a voluntary petition of bankruptcy, (d) any involuntary petition initiating a bankruptcy proceeding is filed against TENANT and is not dismissed within sixty (60) days, (e) TENANT is adjudicated bankrupt, (f) TENANT shall make an assignment for the benefit of creditors or take the benefit of any insolvency law, or (g) a receiver is appointed for TENANT, then LANDLORD may, upon five (5) days' prior written notice to TENANT, by summary process or other legal means, enter upon the Premises and repossess the Premises and expel and remove from the Premises, TENANT and those claiming under it and its effects, without being guilty of any manner of trespass, thereby terminating this Lease without prejudice to any remedies which LANDLORD might otherwise be entitled to for arrears of rent or otherwise. In the event of such termination, TENANT shall indemnify LANDLORD against all loss of rent and its costs and expenses which LANDLORD may reasonably incur by reason of such termination including without limitation its broker fees and commissions with respect to any new lease or occupancy, its reasonable expenses incurred in preparing the Premises for reletting and its other costs and expenses due to such termination.

18. MISCELLANEOUS:

All prior contracts between the parties concerning the Premises are hereby canceled as of the date the term of this Lease commences, without releasing the rights or liabilities of either party accruing thereunder. This Lease shall when executed, be binding upon the parties, their respective heirs, executors, administrators, successors, and assigns.

Effective as of December ¹¹ 2017

WITNESSES:

Kimberly A. C.

TENANT: HAPPY VALLEY COMPASSION CENTER, INC.

BY:

Name:

Title:

James A. C.
CEO

WITNESSES:

Kris Polio

LANDLORD: R.E. SANDRI TVE, LLC

BY:

Michael V. Behn
Michael V. Behn, Duly Authorized

Exhibit A

TERMS FOR PURCHASE AND SALE

If TENANT exercises the option to purchase contained in Section 7 of the Commercial Real Estate Lease to which this Exhibit is attached (the "Lease"), the closing of the transfer of the Premises shall be controlled by the following provisions. Capitalized terms not defined herein shall have the meaning given them in the Lease.

1. PREMISES DESCRIPTION: A one and one quarter (1.25) acre parcel of land located at 172 and 174 Daniel Shays Highway, Orange, MA 01364. Northfield Road.

2. PURCHASE PRICE: As set forth in Section 7 of the Lease, subject to reduction as set forth herein (the "Purchase Price").

3. EFFECTIVE DATE: The "Effective Date" will be the date when LANDLORD has received written notice from TENANT of its intent to exercise its option to purchase.

4. PAYMENT OF PURCHASE PRICE: The Purchase Price, subject to applicable adjustments and prorations, shall be paid to LANDLORD on the Closing Date by certified or cashier's check or by wire transfer.

5. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on the 90th day after the Effective Date ("Closing Date") unless the Closing Date is modified by other provisions of these Terms for Purchase and Sale (these "Purchase Terms"). On the Closing Date LANDLORD shall deliver to TENANT, upon payment of the Purchase Price a quitclaim deed conveying, good, clear record, insurable title to the Premises.


6. RESTRICTIONS; EASEMENTS; LIMITATIONS: TENANT shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on a survey; public utility easements of record servicing the Premises; taxes and assessments for year of closing and subsequent years; easements, restrictions or covenants of record, if any; provided, that there exists at closing no violation of the foregoing.

7. TITLE AND SURVEY: TENANT, at TENANT's expense, within thirty (30) days of the Effective Date shall cause to have examined the back title to the Premises as well as conduct any surveying of the Premises by a surveyor registered in the Commonwealth of Massachusetts. If such title exam or survey discloses a title defect or an encroachment on the Premises or that improvements located on the property encroach on setback lines, easements, lands of others or violate any restrictions, covenants of these Purchase Terms or any applicable governmental regulation, the same shall constitute a title defect. TENANT shall notify LANDLORD of any title or surveying defect within thirty (30) days of the Effective Date. If LANDLORD is not willing to correct such defect then this Agreement shall terminate without recourse to either party.

8. PLACE OF CLOSING: Closing shall be held at the office of the attorney or other closing agent designated by TENANT.

9. TIME: In computing time periods of less than six (6) days, Saturdays, Sundays and Massachusetts state or national legal holidays shall be excluded. Any time periods provided herein which shall end on a Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. on the next business day. Time is of the essence in these Purchase Terms.

10. DOCUMENTS FOR CLOSING: LANDLORD shall furnish the deed, bill of sale (if applicable), mechanic's lien affidavit, owner's possession affidavit, FIRPTA affidavit, and corrective instruments, all in such form and substance as are acceptable to TENANT and TENANT's title insurer. Each party shall execute a closing statement.

mvp 

11. EXPENSES: Recording fees for any monetary discharge, deed stamps and corrective instruments shall be paid by LANDLORD. Recording of the deed and municipal lien certificate shall be paid by TENANT. Unless otherwise provided by law or rider to these Purchase Terms, charges for the following related title services, namely title or abstract charge, title examination, and settlement and closing fee, shall be paid by TENANT.

12. PRORATIONS; CREDITS: Taxes, assessments, rent, interest, insurance and other expenses of the Premises shall not be prorated at Closing since TENANT has been responsible for such expenses under the terms of the Lease.

13. RISK OF LOSS: Risk of loss until the date of Closing shall be the responsibility of TENANT pursuant to the terms of the Lease.

14. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of these Purchase Terms, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

15. FAILURE OF PERFORMANCE: If TENANT fails to perform these Purchase Terms within the time specified, LANDLORD may elect to terminate the exercise of the option to purchase and be relieved of all obligations under these Purchase Terms. If for any reason other than failure of LANDLORD to make LANDLORD's title marketable after diligent effort, TENANT fails, neglects or refuses to perform these Purchase Terms, TENANT may seek specific performance or may terminate the exercise of the option, whereupon LANDLORD shall reimburse TENANT for all costs and expenses in connection with TENANT's exercise of the option to purchase. If either party terminates the exercise of the option to purchase as set forth herein, the Parties shall continue to be bound by the terms and provisions of the Agreement.

16. PERSONS BOUND; NOTICE: These Purchase Terms shall bind and inure to the benefit of the Parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice given by or to the attorney for any Party shall be as effective as if given by or to that Party.

17. CONVEYANCE: LANDLORD shall convey title to the Premises by quitclaim deed, subject only to matters contained in Section 6 of these Purchase Terms and those otherwise accepted by TENANT. Personal property shall, at the request of TENANT, be transferred by a bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

18. AMENDMENTS: No modification to or change in these Purchase Terms shall be valid or binding upon the Parties unless in writing and executed by the Party or Parties intended to be bound by it.

TOWN OF BERNARDSTON



Andrew I. Girard, Chairman
Robert R. Raymond
Stanly D. Garland

www.townofbernardston.org

November 9, 2016

Department of Public Health
Medical Use of Marijuana Program
RMD Applications
99 Chauncy St, 11th Floor
Boston, MA. 02111


Dear Sir/Madam:

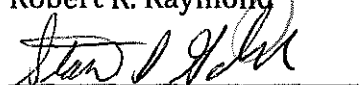
The Board of Selectmen does hereby reaffirm its support to Happy Valley Compassion Center, Inc., to operate a Registered Marijuana Dispensary facility specifically for cultivation and processing only, in the Town of Bernardston. This letter is authorized by an affirmative vote of the Board of Selectmen taken at a duly noticed meeting held on November 9, 2016.

The Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Board of Selectmen


Andrew I. Girard, Chairman


Robert R. Raymond


Stanley D. Garland

cc Happy Valley Compassion Center, Inc.



Town of Bernardston
Board of Selectmen

MEETING MINUTES: for the meeting of November 9, 2016.

Select Board Members Present:

Andrew Girard, Chairman

Robert R. Raymond

Stanley Garland

Others Present:

See attached.

Chairman Andrew Girard called the meeting to order at 6:03pm.

.....

Happy Valley Compassion Center

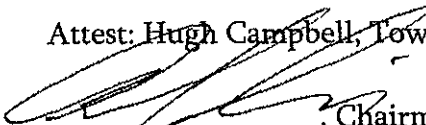
Motion to submit another letter of support to the Department of Public Health to affirm Bernardston's support for a medical marijuana cultivation facility by Bob, second by Stan. Happy Valley has indicated they are now considering the property off of Rt 10 behind the Fox Inn as a site for the cultivation facility. Motion carried. The Board agreed to meet with Happy Valley Thursday November 17th at 9:30am to continue discussion about a host agreement.

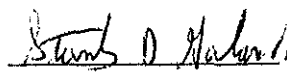
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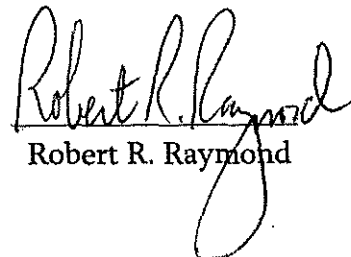
Adjournment

With no further business to be discussed, Stan made a motion to declare the meeting adjourned at 7:03pm, Bob seconded. Motion carried.

Attest: Hugh Campbell, Town Coordinator


Chairman
Andrew I. Girard


Stanley D. Garland


Robert R. Raymond

A True Copy

Attest:
Town Clerk





Town of Orange

Office of the Board of Selectmen

6 Prospect Street
Orange, MA 01364
www.townoforange.org



Kathy J. Reinig, *Chairman*
Walter Herk, *Vice-Chairman*
Richard Sheridan, *Clerk*

Diana Schindler, *Town Administrator*
Phone: (978) 544-1100, X107
Wendy S. Johnson, *Executive Assistant*
Phone: (978) 544-1100 x106

August 9, 2016

The Board of Selectmen does hereby provide support to Happy Valley Compassion Center Inc. to operate a Registered Marijuana Dispensary in the Town of Orange. I have been authorized to provide this letter on behalf of the Board of Selectmen by a vote taken at a duly noticed meeting on June 15, 2016.

The Board of Selectmen has verified with the appropriate local officials that the proposed RMD facility is located in a zoning district that allows such use by right or pursuant to local permitting.

Kathy, J. Reinig, BOS Chairman

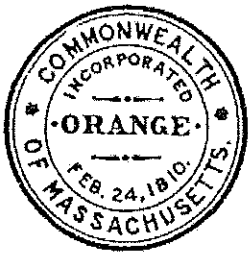
Name and Title of Individual

Kathy J. Reinig

Signature

August 9, 2016

Date



TOWN OF ORANGE

Board of Selectmen

6 Prospect Street

Orange, MA 01364

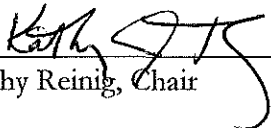
Tel 978-544-1100 ext. 107 ~ Fax 978-544-1120

www.townoforange.org

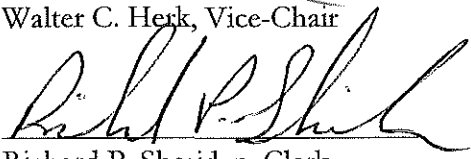
June 15, 2016

On this date the Board of Selectman of the Town of Orange, at a duly posted meeting, voted unanimously to provide a letter of support to Happy Valley Compassion Center, Inc. (HVCC) to operate a Registered Marijuana Dispensary (RMD) in the Town of Orange.

Board of Selectmen


Kathy Reinig, Chair


Walter C. Herk, Vice-Chair


Richard P. Sheridan, Clerk

ATRUE COPY ATTEST:
Nancy M. Blackmer
TOWN CLERK, TOWN OF ORANGE

*Town of Orange
Board of Selectmen
Meeting Minutes
June 15, 2016*

**TOWN OF ORANGE
BOARD OF SELECTMEN
MEETING MINUTES
JUNE 15, 2016
6:30 P.M.
ORANGE TOWN HALL**

PRESENT: Kathy Reinig, BOS Chairman; Walter Herk, BOS Vice-Chairman; Richard Sheridan, BOS Clerk; and Diana Schindler, Town Administrator

ABSENT: None

I. CALL TO ORDER

Kathy called the meeting to order at 6:30 p.m. Richard read the emergency exits announcement, followed by the pledge of allegiance.

II. APPROVAL OF MINUTES

Walter moved to accept the minutes of the April 6, 2016 meeting as presented. Richard seconded the motion. Vote: 3 in favor; none opposed.

Walter moved to accept the minutes of the April 20, 2016 meeting as presented. Richard seconded the motion. Kathy noted one correction. Under "Legislative Updates and Request for Assistance" Kathy said they discussed the very small increase in Chapter 70 funding coming to the Town (under half a percent while statewide total funding is increasing over 2%). Susannah seemed surprised by this and said she'd look into it. Special education funding needs and the potential for assistance to towns that meet and exceed the state-mandated low-income housing percentage were also mentioned. Walter then moved to accept the amended minutes as suggested. Richard seconded the motion. Vote: 3 in favor; none opposed.

III. ANNOUNCEMENTS

Richard read the following announcements:

- Board/Committee Vacancies to be filled:
 - One (1) Assessor
 - One (1) Board of Health (until next election, March 2017)
 - One (1) Planning Board
 - Two (2) Council on Aging
 - Three (3) Human Resource Board – (appointed by Moderator)
 - Three (3) Zoning Board of Appeals
- Dump the Pump, Franklin Regional Transit Authority Offering Free Fixed Route Transit, June 16th
- Orange Solstice Riverfest, June 18, 2016, Village Center & Riverfront Park

A TRUE COPY ATTEST:

Nancy M. Blackmer

TOWN CLERK, TOWN OF ORANGE

*Town of Orange
Board of Selectmen
Meeting Minutes
June 15, 2016*

- o Annual Town Meeting, Monday, June 20, 2016, 7 pm
- o Orange/Athol Summer Food Service Program – Eat for Free, Ages 0-18, Monday-Friday, beginning 6/27 in various locations
- o Honey Farms Proposal, 24 East River Street – Planning Board Public Hearing, June 28, 2016, 7 pm (plans are available at www.townoforange.org and Orange Community Development Office)
- o LaunchSpace, A Member-based Cooperative Makerspace in Orange Innovation Center is looking for feedback...Survey available in Orange Community Development Office.
- o Movies in the Park – Movies in the park will begin on Friday at the Wheeler Memorial Library beginning at 6:00 p.m. on the lawn. Friday night's movie is "Pixels".

IV. OPEN TIME FOR THE PUBLIC

Rhonda Bartlett, 131 Bartlett Lane, came forward to inform the Board that she filed a formal complaint against the Assessors for violating the open meeting law. She has been asked to leave their meetings when they work on abatements. Rhonda stated she checked with the Attorney General's website and it says providing they are not compromising anyone's personal information, the meeting can be held in open session. Rhonda said she has many issues with the Assessors. She said the valuations are fluctuating in huge numbers. Walmart's valuation, for example, was 7.9 million dollars last year. In Fiscal 2016 it dropped to 6.1. That amounts to 1.8 million dollars that we lost in value. Seaman's was 2.9 and went down to 2.3. That was \$614,000. Rhonda said this directly results in our tax rate increasing every year. Kathy asked Diana to request someone come out from the state to give us a lesson. She would like the Assessors present along with AOTV so that it can be taped. She wants them to discuss what the legal process is and where there is or is not discretion so that we will all know what the rules are. Walter requested that we also include a representative from Patriot to be present.

V. SCHEDULED APPOINTMENTS

- o **6:40 PM: Request for Book Sale Event – Deb Kent, Friends of the Orange Public Libraries**

Deb Kent, 210 West River Street, requested on behalf of the Friends of the Orange Public Libraries to hold a sale on June 25, 2016 from 9:00 a.m. to 1:00 p.m. Following discussion, Walter moved to allow the Friends to hold the event on the side lawn of the Library on June 25th from 9 to 1. Richard seconded the motion. Vote: 3 in favor; none opposed.

- o **6:45 PM: Request for Boot Drive for Mahar Football – Julie Cole**

There was no one present to represent the Touchdown Committee. However, the Board considered the request as it is an event they hold every year. Walter moved to allow the Touchdown Committee to hold the boot drive on July 16, 2016 from 9:00 a.m. to 3:00 p.m. Richard seconded the motion. Vote: 3 in favor; none opposed.

- o **6:50 PM: Request for Appointment to Board of Assessors – Denise Andrews**

The Board was under the impression there was a vacant seat on the Board of Assessors but as it turns out there is not so this item was taken off the agenda with no action taken.

- o **6:55 PM: Orange Alternative Health & Wellness Center re: Proposed Marijuana Dispensary Michael Rader Zaren**

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Nancy M. Blackmer
TOWN CLERK, TOWN OF ORANGE

Town of Orange
Board of Selectmen
Meeting Minutes
June 15, 2016

Liza Hurlburt, with Michael Rader Zaren and Thomas Drouin, spoke to the Board on behalf of the Orange Alternative Health & Wellness Center regarding their proposal to open a medical marijuana dispensary. Liza said they have a business plan they were willing to share with the Board as well as menus of what would be available. The dispensary would be in a secure building while cultivation would be at a separate undisclosed location in Orange. The dispensary, if approved, would be located at the former Bank of America building on East Main Street. The building would be equipped with 32 cameras inside and out, and two full-time security guards at all times. Lisa said there would be "deggy points" around the property so the security guards would have to check every one of those as they make their rounds. When patients go in they would have to have their medical registration cards to be allowed in. All persons entering the building are required to have their cards and their information is logged into the system. Liza said they will be giving a percentage back to the Town of Orange and currently are looking at 4% which they believe to be approximately \$400,000. That would be a donation. Walter asked what would happen if marijuana was legalized in 2017. Thomas said they are still trying to figure that out. They feel the transition would not be difficult if they were already established. He said it will be up to the state Department of Public Health to figure out how to make the transition from medical to recreational sales. Walter said he has no opposition to a dispensary being located in Orange at this time. Kathy asked what kind of business experience they have in this field. Michael said two of their executives have actually done this in California. Michael has over eight years' experience in security management and ran a security company in Florida. There is a member of their cultivation team that has a doctorate. All employees will be trained through the cannabis institute. Richard asked how many dispensaries would be allowed in Orange. Liza replied that it is all up to the state to make that determination. If the facility is approved, it would be up and running within six months to a year. Walter moved to issue a letter of support to the Orange Health & Wellness Center. Richard seconded the motion. Vote: 3 in favor; none opposed.

o **7:00 PM: Happy Valley Compassion Center re: Proposed Marijuana Dispensary – James Counihan, CEO, Tim Van Epps, COO, and Patrick Cloney, CFO**

James Counihan, accompanied by Tim Van Epps and Patrick Cloney, came before the Board to request a letter of support for a marijuana dispensary. Their intent is to locate a facility at 172 and 174 Daniel Shays Highway. One of the requirements of the siting profile phase is to get a letter of support or non-opposition, and also to prove they have a controlling interest in the property. He said they have fully negotiated a lease on the two properties. They have met with Kevin Kennedy, Community Development Director and Robert Legare, Building Inspector on several occasions and they believe the property meets all zoning regulations and state set back requirements. Richard asked if there was a security plan in place. James said they have outsourced the security with MSA Security, a nationwide firm that has built a special practice in this area. They will be handling the security plan and the ongoing security. Walter asked if they would be making a monetary donation to the Town as the previous applicant had offered to do. James said if they are approved, they will be sitting down and working out a hosting agreement with the Board that would cover that and more than the economic benefit to the Town. He said they would discuss taxes, which they expect

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Town of Orange
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they will have to pay, how they would transition if it changes from medical to recreational, and also other issues beyond the economic. Diana asked about their business experience. Tim stated he runs Sandri Company out of Greenfield. Walter moved to issue a letter of support to Happy Valley Compassion Center to run a medical marijuana dispensary in the Town of Orange. Richard seconded the motion. Vote: 3 in favor; none opposed. James requested the letter have the raised town seal on it as required by the state Department of Public Health and he also requested a copy of the minutes of this meeting to go with it.

○ **7:05 PM: Joint Meeting with Board of Health re: Appointment of Board of Health Member (until next election) and Review of Director of Public Health and Board of Health Clerk Position Descriptions – Jane Peirce, BoH Chair, Elizabeth Bouchard, Member, and Andrea Crete, Health Agent**

Jane Pierce, Chairman of the Board of Health, called their meeting to order at 7:21 p.m. Jane was joined by member Elizabeth Bouchard and Patricia Pierson, candidate for appointment to the Board of Health. Andrea Crete, Health Agent, was also present. Jane said they received a letter of interest from Patricia. Former member Rebecca Bialecki recently vacated her seat on the Board when she moved to Athol. Patricia said she has been a nurse for 35 years and has a very strong background in the public health field. Walter and Richard both stated they were pleased to see this brought before them for appointment. Richard thanked her for her willingness to volunteer. Kathy reminded her this is an elected position and asked if she was prepared to take out papers and run for the seat in March. Kathy also asked Pat if she knew of any conflicts she would have as a health board member where she would have to recuse herself from participating in any discussion or vote. Pat stated there were none. Jane then moved to appoint Pat Pierson to the Board of Health to fill the unexpired term of Rebecca Bialecki. Richard seconded the motion. Vote: 5 in favor; none opposed.

Jane then discussed operations in their office. She said tomorrow is Margaret Dyer's last day so they will be looking at filling that position. Jane said they "low-balled" the responsibility and the salary when they hired Andrea. Jane feels they underfunded the agent position when they set it up. Recognizing they also need a clerk, she said they looked at changing the structure a bit. She said they feel they need someone to take messages and greet people but can cut back some of the hours they have allocated to a clerical person. They would like to take the clerk hours and reduce them and then add to the agent and increase that salary. They are working with the Human Resource Board to determine the appropriate agent salary but have not completed that yet. The department's budget will look the same at Town Meeting next week. This will be further discussed at a future town meeting.

Regarding another matter, Jane asked if the Board would like to meet to discuss the cap on businesses that are allowed to sell cigarettes. Richard said he would like to see that happen. Jane said they will be readdressing the tobacco regulations in the future. A public meeting will be scheduled in August when Joan Hamlett can also attend. Jane said they will hold the meeting at a place where it can be televised. The date of the meeting will be August 2nd. Jane adjourned their meeting at 7:36 p.m.

○ **7:25 PM: Sewer Commissioners meeting re: New Sewer Rate Structure Proposal & Abatements – Ed Billiel, Chief Operator, WWTP**

Kathy turned the Chair over to Walter at 7:37 p.m. just prior to the start of the Sewer

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TOWN CLERK, TOWN OF ORANGE

Commissioners meeting, and then exited the meeting.

Requests for Sewer Abatements:

- **Charles Verheyen**, 24 Summer Street, \$55 – Richard moved to grant the abatement as requested for Charles Verheyen. Walter seconded the motion. Vote: 2 in favor; none opposed.
- **Kathleen Frasher**, 97 Mechanic Street, \$40 - Richard moved to grant the abatement as requested for Kathleen Frasher. Walter seconded the motion. Vote: 2 in favor; none opposed.
- **Gary Capuzzo**, 176 S. Main Street, \$25 - Richard moved to grant the abatement as requested for Gary Capuzzo. Walter seconded the motion. Vote: 2 in favor; none opposed.
- **Phillip Griffith**, 242 S. Main Street, \$40 - Richard moved to grant the abatement as requested for Philip and Mary Griffith. Walter seconded the motion. Vote: 2 in favor; none opposed.
- **Paul Meredith**, 167 E. Main Street, \$155 – Richard moved to issue the abatement for Paul Meredith as presented. Walter seconded the motion for discussion. Walter reviewed usage history at that residence and discovered it fluctuates. There is no proof of a broken water pipe at that address. Richard said he would approve it while Walter said he would not if it were to come to a vote. Since they were now a board of two, they decided to continue to matter with no action at this time. Walter requested that the applicant show proof of the broken pipe if it is brought back before them again.

Ed Billiel then discussed the pending upgrades to the waste water treatment plant. It is expected to cost the Town upwards of \$20,000,000. Ed has met with U.S.D.A. to determine how to fund the project and it was determined that it could not be funded as a single project, but rather be done in 3 phases costing approximately \$7,000,000 per phase. Ed discussed a sewer rate increase, raising the current rate from \$5.00 to \$6.50.

At that point Rhonda Bartlett came forward and cited M.G.L. Ch. 59 S20A, stating the rate cannot increase more than 2 ½% unless we were a regional sewer district, which we are not.

Diana clarified that she interprets that to mean we can't increase it more than 2 ½% over the cost of providing the services. Currently we are not even funding the cost of services. The Board asked Diana to clarify with legal counsel.

Richard moved to set a public hearing date for a sewer rate adjustment on July 13, 2016 at 5:30 at the Town Hall to discuss an increase to \$48 per year minimum and a rate change from \$5.00 to \$6.50. Walter seconded the motion. Vote: 2 in favor; none opposed.

VI. GENERAL BUSINESS

1. Adopt Complete Streets Policy

Diana said about six months ago we introduced our Complete Streets Policy. We are

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Nancy M. Blackmer
TOWN CLERK, TOWN OF ORANGE

*Town of Orange
Board of Selectmen
Meeting Minutes
June 15, 2016*

now eligible for funding from Mass DOT. Once accepted by DOT, we are able to apply for technical assistance money. Richard moved to adopt the Complete Streets Policy as presented. Walter seconded the motion. Vote: 2 in favor; none opposed.

2. FY17 Revenue and Budget, Annual Town Meeting Warrant and Motions

Diana provided copies of the motions given to the Finance Committee last night. For the most part, they are similar to the warrant. Two petition articles have been added - Article 22- a petition to form a citizens tax group, and Article 23, a petition article for supporting the Orange Farmers Market.

3. Review and Vote Special Town Meeting Dates for FY17

Diana has worked with the Town Clerk and Mahar and come up with a list of proposed dates for FY 2017 Special Town Meetings (STM). For alternate dates, the Board decided to go to the following Monday if necessary. Richard moved to approve the proposed STM dates for Saturday, September 24, 2016 at 10:00 a. m.; Saturday, December 10, 2016 at 10:00 a.m.; Saturday, February 24, 2017 at 10:00 a.m. and Saturday, April 18, 2017 at 10:00 a.m. All meetings are to be held at Mahar. Walter seconded the motion. Vote: 2 in favor; none opposed.

4. FRCOG – Permission to Contract Highway Purchases

Diana received a contract from FRCOG that she presented to the Board for signature. They do the bidding for highway products and services. Richard moved to sign the FRCOG agreement to allow them permission to contract on the Town's behalf for highway purchases of winter sand, salt and other materials. Walter seconded the motion. Vote: 2 in favor; none opposed.

VII. TOWN ADMINISTRATOR'S REPORT

Diana said she has gotten the contact for the Community Compact job creation and retention technical assistance. She will be working with Juan Vega. This falls in line with the work we are doing with Jay Ashe, DHCD Undersecretary.

Diana said the Annual Report is complete. In it we acknowledge Linda Smith and Jean Lundgren. Copies will be issued per request and it will be available electronically via the Town's website.

All nominations have been received for the Shirley Page award. It will be bestowed on the selected recipient at Town Meeting.

VIII. BOARD OF SELECTMEN'S REPORT

IX. CLOSING COMMENTS/ITEMS FOR FUTURE AGENDAS

EDIC Appointments – June 29th

Exec Session Con Com Complaint June 29

Committee for vacant and abandoned housing

Update and recommendations from Building Committee

X. NEXT MEETING – June 29, 2016 at 6:30 p.m. at Orange Town Hall.


Town of Orange
Board of Selectmen
Meeting Minutes
June 15, 2016

A TRUE COPY ATTEST:

Nancy M. Blackmer

TOWN CLERK, TOWN OF ORANGE

Respectfully submitted,



Wendy S. Johnsen
Executive Assistant

Approved: 6/29/16

List of all Properties within a 500' radius 172 and 174 Daniel Shays Highway Orange, MA

Address	Owner	Parcel ID	Use Code	Use Description	Compliant with 105 CMR 725.110(A)(14)
167 DANIEL SHAYS HWY	ROUTE 202 REALTY LLC/KEVIN A LEVERONE	251-70	334	GAS STATION	YES
164 DANIEL SHAYS HWY	SANDRI REALTY COMPANY	251-103	333	GAS STATION	YES
172 DANIEL SHAYS HWY	RE SANDRI TVE LLC	251-102	101	SUBJECT PARCEL	NA
174 DANIEL SHAYS HWY	RE SANDRI TVE LLC	251-101	101	SUBJECT PARCEL	NA
180 DANIEL SHAYS HWY	PATEL NATVAR J	251-100	301	MOTEL	YES
181 DANIEL SHAYS HWY		251-71	101	RESIDENCE	YES
184 DANIEL SHAYS HWY			101	RESIDENCE	YES
185 DANIEL SHAYS HWY	ORANGE CONGREGATION OF JEHOVAHS WITNESSES	251-72	906	CHURCH	YES
187 DANIEL SHAYS HWY	GUIMOND MICHAEL A	252-1	031	AUTO REPAIR	YES
23 EAGLEVILLE RD	SHERIDAN RICHARD P	251-70.1	332	AUTO REPAIR	YES

The above listed properties encompass all properties within a 500 foot radius of 172 and 174 Daniel Shays Hwy. Orange, MA. The properties were measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed RMD

HVCC has ensured that none of the above listed properties consist of a school, daycare center, or any facility in which children commonly congregate.

List of all Properties within a 500' radius of the Proposed Cultivation/Processing facility depicted as Parcel 1 on the attached site plan

Address	Owner	Parcel ID	Use Code	Use Description	Compliant with 105 CMR 725.110(A)(14)
71 Northfield Rd.	Crumpin-Fox Club, Inc.	029/009.0-0002-0007.0	301	Motel	YES
55 Northfield Rd.	Comm. Of Mass (Highway)	029/009.0-0002-0002.0	901	Public Service	YES
No Address	Comm. Of Mass (Highway)	029/009.0-0002-0001.0	901	Public Service	YES
0 Northfield Rd.	Crumpin-Fox Club, Inc.	029/009.0-0002-0003.0	390	Developable Land	YES
0 Northfield Rd.	Crumpin-Fox Club, Inc.	029/009.0-0002-0004.0	390	Developable Land	YES
73 Northfield Rd.	Crumpin-Fox Club, Inc.	029/009.0-0002-0006.0	390	Developable Land	YES
77 Northfield Rd.	Crumpin-Fox Club, Inc.	029/009.0-0002-0007.0	391	Potentially developable Land	YES
87 Northfield Rd.	Crumpin-Fox Club, Inc.	029/009.0-0002-0009.0	391	Potentially developable Land	YES
0 Merrifield Rd.	Arthur W. Nelson	029/009.0-0006-0002.3	131	Potentially developable Land	YES
0 Merrifield Rd.	Arthur W. Nelson	029/009.0-0006-0002.0	131	Potentially developable Land	YES
48 Cedar Ln.	Town of Bernardston	029/009.0-0006-0001.0	903	Public Service	YES
2 Bald Mt. Rd.	[REDACTED]	029/009.0-0002-0001.0	101	Single Family Residence	YES
No Address	Boston and Main Railroad	NA	NA	Railroad Line	YES

The above listed properties encompass all properties within a 500 foot radius of the proposed Happy Valley Compassion Center, Inc. Cultivation and Processing facility. The properties were measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed RMD

HVCC has ensured that none of the above listed properties consist of a school, daycare center, or any facility in which children commonly congregate.

12. Please identify any agreements or contracts, executed or proposed, in which the applicant will engage in a Related Party Transaction and summarize the terms of each such agreement.

Happy Valley Compassion Center, Inc. ("HVCC") has entered into a lease agreement with R. E. Sandri TVE, LLC, for a proposed dispensary located at 172 and 174 Daniel Shays Highway, Orange, MA. Mr. Timothy Van Epps, the COO of HVCC is a Manager of R. E. Sandri TVE, LLC, and together with family members, has significant equity ownership in R. E. Sandri TVE, LLC.

In addition, HVCC has entered into a lease agreement with Crumpin Fox Club, Inc. for a proposed cultivation and processing facility located at Parcel 1, Northfield Road, Bernardston, MA. Mr. Van Epps is the President of Crumpin Fox Club, Inc and together with family members, has a significant equity ownership in Crumpin Fox Club, Inc.

HVCC has submitted its Siting Profile 3 of 3 and included a copy of the executed leases, an independent attorney's opinion on the compliance of these lease agreements with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance as well as independent real estate appraisals for each location.

14. Please identify whether any members of the Board of Directors are serving as officials, executives, corporate members or board members for any management company, investor or other third party proposed to contract or otherwise conduct business with the proposed RMD.

Happy Valley Compassion Center, Inc. ("HVCC") has entered into a lease agreement with R. E. Sandri TVE, LLC, for a proposed dispensary located at 172 and 174 Daniel Shays Highway, Orange, MA. Mr. Timothy Van Epps, the COO of HVCC and a member of its Board of Directors, is a Manager of R. E. Sandri TVE, LLC, and together with family members, has significant equity ownership in R. E. Sandri TVE, LLC.

In addition, HVCC has entered into a lease agreement with Crumpin Fox Club, Inc for a proposed cultivation and processing facility located at parcel 1, Northfield Road, Bernardston, MA. Mr. Van Epps is the President of Crumpin Fox Club, Inc. and together with his family, has significant equity ownership in Crumpin Fox Club, Inc.

HVCC has submitted its Siting Profile 3 of 3 and included a copy of the executed leases, an independent attorney's opinion on the compliance of these lease agreements with the non-profit requirements of 105 CMR 725.100(A)(1) and the Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance as well as independent real estate appraisals for each location.