

December 14, 2016

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

Re: NS AJO Holdings, Inc., *Siting Profile* (Application 2 of 3).

To Whom It May Concern:

NS AJO Holdings, Inc. ("NS AJO") is pleased to submit its *Siting Profile* (Application 1 of 3) to the Massachusetts Department of Public Health ("DPH") Medical Use of Marijuana Program.

Please note the following:

NS AJO has included a copy of the relevant zoning sections for both the Town of Watertown and the City of Fitchburg to assist in establishing the proposed locations compliance with local codes, ordinances and bylaws. Please note that both locations require additional permitting before building permits can be issued. NS AJO is diligently pursuing all necessary local approvals as it awaits its Provisional Certificate of Appropriateness.

To clearly establish that NS AJO has an interest in the subject property pursuant to Section B of the *Siting Profile*, we have included a copy of the executed lease agreement and binding option to purchase agreement for each property interest, as applicable. It is our understanding that the lease agreement and a binding option to purchase agreement duly satisfy the requirements under Section B of the *Siting Profile*.

With respect to the leased area at 23 Elm Street, Watertown, MA 02472, NS AJO recognizes that it has only leased a portion of the building on the subject property. NS AJO respectfully submits that it will still comply with all security regulations promulgated in 105 CMR 725.110, including but not limited to: limited access areas, video surveillance, and identification checks before entering the RMD, within the sally port and at the time of sale.

As you know, the recently passed Regulation and Taxation of Marijuana Act has set as a date, December 15, 2016 (the "Effective Date"), as the time in which entities that have submitted applications for a medical marijuana treatment center must have received a Provisional Certificate of Registration in order to be considered eligible to pursue the program as an "Experienced Marijuana Establishment Operator". As a result, we hereby request that the DPH issue said Provisional Certificate of Registration, while reserving all conditions and additional requirements by the Effective Date.

Thank you for your consideration.

Sincerely,

NS AJO Holdings Inc.
By: Aidan O'Donovan
Title: COO

RECEIVED

DEC 14 2016

MA Dept of Public Health
99 Chauncy Street
Boston, MA 02111



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 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 must receive a Provisional Certificate of Registration from the Department within 1 year of the date of the invitation letter from the Department to submit a *Siting Profile*. If the applicant does not meet this deadline, the application will be considered to have expired. Should the applicant wish to proceed with obtaining a Certificate of Registration, a new application must be submitted, beginning with an *Applicant of Intent*, together with the associated 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: AJO

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. NS AJO Holdings Inc.
Legal name of Corporation
2. Isador Mitzner
Name of Corporation's Chief Executive Officer
3. 67 Dana St., #1, Cambridge, MA 02138
Address of Corporation (Street, City/Town, Zip Code)
4. Aidan O'Donovan, COO
Applicant point of contact (name of person Department of Public Health should contact regarding this application)
5. 617-610-0761
Applicant point of contact's telephone number
6. aidan423@gmail.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)

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	23 Elm Street, Watertown, MA 02472	Middlesex
2	Cultivation	20 Authority Drive, Fitchburg, MA 01420	Worcester
3	Processing	20 Authority Drive, Fitchburg, MA 01420	Worcester

☐ 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. The letter must be dated on or after the date that the applicant's Application of Intent was received by the Department.

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.

The City of Fitchburg enacted zoning for the cultivation, preparation and dispensing of medical marijuana on 1/11/2015. NS AJO Holdings, Inc. ("NS") is proposing to develop and operate a cultivation and processing facility at 20 Authority Drive, Fitchburg, MA 01420. The site is located in the Industrial (I) district which permits the operation of a RMD by Special Permit. The Town of Watertown enacted zoning for the cultivation, preparation and dispensing of medical marijuana on 7/15/2014. NS is proposing to develop and operate a dispensing facility at 23 Elm Street, Watertown, MA 02472. The site is located in the RMUD zoning district and as such is allowed by Special Permit. NS has also discussed its cultivation and processing facility in Fitchburg extensively with the City's Corporate Counsel, members of the Mayor's staff and has entered into a community host agreement with the City of Fitchburg. NS has also discussed its dispensing facility in Watertown extensively with the Town officials. NS plans to continue to work with both municipalities to ensure that the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

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: 10/01/2017

	FIRST FULL FISCAL YEAR PROJECTIONS 20	SECOND FULL FISCAL YEAR PROJECTIONS 20	THIRD FULL FISCAL YEAR PROJECTIONS 20
Projected Revenue	\$ 2,404,160.00	\$ 3,228,712.00	\$ 3,243,730.00
Projected Expenses	\$ 1,361,783.00	\$ 1,702,679.00	\$ 1,716,159.00
VARIANCE:	\$ 1,042,377.00	\$ 1,526,033.00	\$ 1,527,571.00
Number of unique patients for the year	1377	1721	1807
Number of patient visits for the year	60105	86,099	92678
Projected % of patient growth rate annually	---	25%	5%
Estimated purchased ounces per visit	0.125	0.125	0.125
Estimated cost per ounce	320	300	280
Total FTEs in staffing	40-60	40-60	40-60
Total marijuana for medical use inventory for the year (in lbs.)	500	700	800
Total marijuana for medical use sold for the year (in lbs.)	470	673	724
Total marijuana for medical use left for roll over (in lbs.)	30	27	76

Projected date the RMD plans to open: 10/01/2017


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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

12/13/18


Date Signed

Aidan O'Donovan

Print Name of Authorized Signatory

COO

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: AJO 

ATTESTATIONS

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 Signatory12/13/16_____
Date Signed

Aidan O'Donovan

Print Name of Authorized Signatory

COO

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 Signatory12/13/16_____
Date Signed

Aidan O'Donovan

Print Name of Authorized Signatory

COO

Title of Authorized Signatory

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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.



Signature of Authorized Signatory12/13/16


Date Signed

Aidan O'Donovan

Print Name of Authorized Signatory

COO

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: AJO 

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (this "Agreement") is made and effective as of July 19th, 2016 (the "Effective Date"), by and between Geosearch, Inc., as Trustee of 20 Authority Drive Realty Trust, with an address of 20 Authority Drive, Fitchburg, Massachusetts 01420 ("Seller") and AJO Holdings LLC d/b/a Natural Selections, a Colorado limited liability company ("Buyer").

WHEREAS, Seller is the owner of certain land, as legally described on Exhibit A attached hereto and incorporated herein by this reference, and certain improvements commonly known and numbered as 20 Authority Drive, Fitchburg, Massachusetts (the "Property");

WHEREAS, Buyer desires to acquire an option to purchase from Seller, and Seller has agreed to grant such option to purchase to Buyer, the Property and the entire building located at the Property, which is approximately 50,000 square feet (the "Option Premises"), for the Option Period (as defined in Section 1 below), pursuant to the terms, covenants, conditions and provisions set forth in this Agreement (the "Option"); and

WHEREAS, Buyer intends to make application to obtain the requisite Permits and Approvals (as defined in Section 1 below) to allow for the Anticipated Use (as defined in Section 5 below) at the Option Premises, and Seller intends to cooperate in the application process.

NOW, THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Option Period; Termination.

a. The initial term of this Agreement shall be 9 months commencing upon the Effective Date (the "Initial Term"). Buyer may, at its sole option, extend this Agreement for ninety (90) days by providing Seller notice at any time during the Initial Term (collectively with the Initial Term, this period shall be referred to as the "Option Period").

b. During the Option Period, Buyer intends to seek any and all governmental approvals as may be required for the Anticipated Use at the Property, including but not limited to (a) a state license from the Massachusetts Department of Public Health for a Medical Marijuana Dispensary and/or Medical Marijuana Cultivation Site, and (b) any zoning relief or other municipal permits, at the Option Premises. (collectively the "Permits and Approvals"). The acceptability of the Permits and Approvals shall be determined by Buyer in Buyer's sole discretion. Buyer shall use good faith efforts to obtain the Permits and Approvals. Seller shall reasonably cooperate in Buyer's efforts to obtain the Permits and Approvals, including without limitation execution of applications as reasonably necessary, but without cost or liability. Buyer will not assume control of the Option Premises during the Option Period.

c. Buyer shall have the right to terminate the Agreement during the Option Period by notifying the Seller of its intent to terminate, in writing, with thirty (30) days prior notice. Upon such

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termination, Buyer's obligations hereunder, including payment of Option Fee (as defined in Section 2 below), shall immediately terminate.

2. Option Fees.

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AS
MJB
a. Within 10 business days of execution of this document, Buyer shall pay to Seller a fee in the amount of Ten Thousand and 00/100 U.S. Dollars (the "Option Fee") and shall on the same day of each month thereafter pay to the Seller a fee in the amount of Three Thousand and 00/100 U.S. Dollars (the "Monthly Option Fees") time being of the essence. In the event Buyer fails to pay the Option Fee or any Monthly Option Fee when due, this Agreement shall terminate without any recourse to either party at law or in equity, including any obligation whatsoever for Seller to refund the Option Fee or any Monthly Option Fee. The Option Fee and all Monthly Option Fees shall not be applied to the below purchase price in the event that Buyer shall elect to purchase the Option Premises.

3. Exclusivity of Option. This Option is exclusive and non-assignable and exists solely for the benefit of the Buyer. This Option Addendum and the Option shall be binding on, and shall inure to the benefit of each parties' respective heirs. During the Option Period, Seller may solicit and receive back-up offers that will only be accepted should this option be terminated, but otherwise shall not solicit, negotiate or accept offers for a purchase, tenancy, financing, joint venture or other interest related to the Option Property.

4. Anticipated Use. Buyer intends to use the Option Premises for the cultivation of marijuana and general office and warehousing related to the cultivation of marijuana, provided this use conforms to applicable zoning regulations (the "Anticipated Use"). Buyer has advised Seller that with proper governmental authorization, the Option Premises are suitable for the Anticipated Use.

5. Exercise of Option.

a. Notice; Purchase Agreement. To validly exercise the Option, Buyer shall deliver to Seller written notice during the Option Period. Within ten (10) days of exercising the Option, Buyer shall submit to Seller an agreement for purchase of the Option Premises ("Purchase Agreement"). The Purchase Agreement shall set forth a proposed closing date for conveyance by quitclaim deed, which shall be no later than sixty (60) days after the date of the Purchase Agreement, and shall set forth the terms and conditions of closing and shall otherwise govern the purchase and sale of the real property. If on account of Seller's breach of this Agreement the Option Premises are not conveyed pursuant to the Purchase Agreement following Buyer's exercise of the Option, Buyer shall be entitled to a refund of all Monthly Option Fees.

b. Purchase Price. If Buyer desires to exercise the Option during the Option Period, the purchase price shall be Three Million Two Hundred and 00/100 U.S. Dollars (\$3,200,000.00) (the "Purchase Price").

c. Financing Availability. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE AVAILABILITY OF FINANCING REGARDING THE OPTION. BUYER IS SOLELY RESPONSIBLE FOR OBTAINING PROPER FINANCING IN ORDER TO EXERCISE THE OPTION.

6. Failure to Exercise. In the event the Buyer fails to exercise the Option during the Option Period, Buyer shall not have any claim to all or any portion of the Option Fee or the Monthly Option Fees set forth above unless Seller breaches this Agreement.

7. Notices. Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if provided in writing and sent by United States certified mail, return receipt requested, or emailed to the following:

Seller:

Geosearch, Inc.
20 Authority Drive
Fitchburg, MA. 01420

Buyer:

AJO Holdings, LLC
d/b/a Natural Selections
920 W. 104th Avenue
Northglenn, CO. 80260

Seller and Buyer shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

8. Brokers. Seller and Buyer warrant and represent that they have not dealt with any brokers in connection with the Property except for Nagog Associates and The Stubblebine Company. Seller shall be responsible for paying a Broker's commission to Stubblebine Company in the amount of 5% of the sale price from which Stubblebine shall equally split with the co-broker, Nagog Associates.

9. Waiver. No waiver of any default of Seller or Buyer hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Seller or Buyer shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

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AJO

10. Headings. The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this lease.

11. Successors. The provisions of this Agreement shall extend to and be binding upon Seller and Buyer and their respective legal representatives, successors and assigns.

12. Consent. Except as otherwise set forth herein, Seller shall not unreasonably withhold or delay its consent with respect to any matter for which Seller's consent is required or desirable under this Agreement.

13. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

14. Entire Agreement; Modification. This Agreement sets forth the entire agreement and understanding between the parties relating to Buyer's Option. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing, signed by both parties hereto.

15. Severability. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. Attorneys Fees. In the event a legal dispute arises between Buyer and Seller, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

[Remainder of page blank. Signatures follow.]

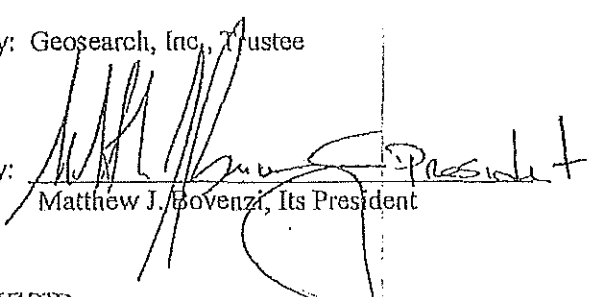
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

SELLER:

20 AUTHORITY DRIVE REALTY TRUST

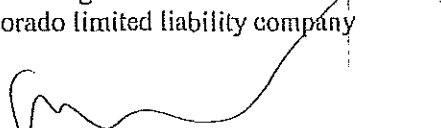
By: Geosearch, Inc., Trustee

By:


Matthew J. Bovenzi, Its President

BUYER:

AJO Holdings LLC d/b/a Natural Selections,
a Colorado limited liability company


Aidan O'Donovan, COO

8/8/11
Ajo

EXHIBIT A

LEGAL DESCRIPTION

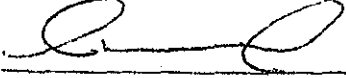
INSERT

B.1616
AP

In City Council,

01-07-2016

Passed to be ordained.



President.

Mayor's Office,

JAN 11 2016

Fitchburg, Mass.

DEC 11 2015

Approved.



Mayor.

Adv
12-19-15

267 - 2015

FINAL
1-7-16

AN ORDINANCE

Amending Chapter 181 of the Code of the
City entitled Zoning:
Registered Marijuana Dispensary Facility

Reference Petition #165-15

In City Council.

December 15, 2015

Examined by the Committee on Enrollment,
and found correctly Enrolled.

Chairman of Committee on Enrollment.

In City Council December 15, 2015
Ordinance was passed to a first and
second reading and ordered advertised
by unanimous vote. 10 members present.
Board consists of 11 members.
Anna M. Farrell, Clerk

In City Council January 7, 2016
Ordinance was passed to a third and
final reading, enrolled, ordained and
ordered advertised by unanimous vote.
11 members present.
Board consists of 11 members.
Anna M. Farrell, Clerk

CITY OF FITCHBURG

IN THE YEAR

FITCHBURG CITY CLERK

15 DEC 10 09 59

AN ORDINANCE

Be it ordained by the City Council of the City of Fitchburg, as follows:

Amend Chapter 181 of the Code of the City of Fitchburg entitled "Zoning" and accompanying Zoning Map as follows:

Be it Ordained by the City Council of the City of Fitchburg that the Code of the City of Fitchburg-Zoning as amended, be further amended as follows;

1) Amend Section 181.10 Definitions by adding the following:

REGISTERED MARIJUANA DISPENSARY (RMD) – also known as a Medical Marijuana Treatment Center, is an establishment approved and licensed by the Massachusetts Department of Public Health (MDPH) pursuant to 105 CMR 725.000, owned and operated by a not-for-profit entity registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as marijuana-infused products ("MIPs"), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. A RMD shall not be eligible as a "non-exempt agricultural use" or as a "non-exempt educational use" and shall only be permitted as allowed in accordance with City of Fitchburg Zoning Ordinance. Further, the following definitions shall apply for the purposes of distinguishing the permitting and regulation of RMD dispensing uses from RMD cultivation uses within this Ordinance:

a) **Medical Marijuana Dispensary (MMD) facility** – A Registered Marijuana Dispensary that is located off-site from the cultivation/processing facility (and controlled and operated by the same registered and approved not-for-profit entity which operates an affiliated RMD) but which serves only to dispense the processed marijuana, related supplies and educational materials to registered Qualifying Patients or their personal caregivers in accordance with the provisions of MDPH regulations 105 CMR 725.000.

b) **Medical Marijuana Manufacturing (MMM) facility** – A Registered Marijuana Dispensary that is located off-site from the dispensing facility (and controlled and operated by the same registered and approved not-for-profit entity which operates an affiliated RMD) but which serves only to cultivate and process marijuana, and marijuana infused products in accordance with the provisions of MDPH regulations 105 CMR 725.000.

2) Amend Section 181.22 Overlay Districts creating MMD district for the siting of a dispensary.

181.22 OVERLAY DISTRICTS. In addition, the following overlay districts are also hereby established:

Medical Marijuana Dispensary Overlay MMDO

3) Amend Section 181.23 and Zoning Map to include MMDO district areas.

181.23 MAP. These districts are shown, defined and bounded on the map accompanying this Ordinance entitled "City of Fitchburg Zoning Map Adopted July 17, 2001," as amended. This map, including overlays, shall be on file in the City Clerk's office. Said Zoning Map and amendments thereto as shall be duly adopted shall be considered an integral part of this Ordinance.

4) Amend Sections 181.33 Home Occupations, by adding a new section 181.333 as follows:

181.333 Prohibited Home Occupations;

Registered Marijuana Dispensary (RMD) or similar facility.

5) Amend Section 181.512 Table of Off-Street Parking by adding a newline in "E. Other Uses" as follows:

"5. Registered Marijuana Dispensary (RMD) – Adequate parking spaces to accommodate under normal circumstances the motor vehicles of the employees and visitors to the premises as may be determined by the Planning Board."

6) Amend Section 181.94 Site Plan Review requirement by adding the following:

181.941 Applicability. The following types of activities and uses require site plan review by the Planning Board:

181.9414. Siting, construction or expansion of a Registered Marijuana Dispensary (RMD).

7) Insert a new Section 181.64 as follows;

181.64 Registered Medical Marijuana Dispensary (MMD) and Registered Medical Marijuana Manufacturing (MMM) facilities

181.641 Establishment: The Medical Marijuana Dispensary Overlay District ("MMDO") is established as an overlay district for MMD facility dispensing and retail sales. The boundaries of the MMDO are shown on the Zoning Map on file with the City Clerk. Within the MMDO, all requirements of the underlying district(s) remain in effect, except where these regulations provide an alternative to such requirements. Land within the MMDO may be used either for (1) a Registered Medical Marijuana Dispensary (MMD), in which case the requirements set forth in this section shall apply; or (2) a use allowed in the underlying district, in which case the requirements of the underlying district shall apply. If the provisions of the MMDO are silent on a zoning regulation, the requirements of the underlying district shall apply. If the provisions of the MMDO conflict with the requirements of the underlying district, the requirements of the MMDO shall control.

181.642 Purpose: It is recognized that the nature of the substance cultivated, processed, and/or sold by Registered Marijuana Dispensary (RMD) may have objectionable operational characteristics and should

be located in such a way as to ensure the health, safety, and general well-being of the public as well as patients seeking treatment. The specific and separate regulation of Medical Marijuana Dispensaries (hereafter referred to as a MMD) and Medical Marijuana Manufacturing (hereafter referred to as MMM) facilities is necessary to advance these purposes and to provide for the limited establishment of MMDs and MMMs they are authorized pursuant to state regulations set forth at 105 CMR 725.000, and in accordance with the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq. Given that MMDs and MMMs shall be limited in number and strictly regulated by the Massachusetts Department of Public Health, these zoning regulations intend to permit them in locations suitable for lawful medical marijuana facilities where there is access to regional roadways, where they may readily monitored by law enforcement for health and public safety purposes, and to minimize adverse impacts on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, security, and removal of MMDs and MMMs.

181.643 Definitions: Where not expressly defined in the Zoning Ordinance, terms used in the MMD and MMM Ordinance shall be interpreted as defined in the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq. and the Department of Public Health Regulations promulgated thereunder, 105 CMR 725.001, et seq., and otherwise by their plain language.

181.644 Special Permit Criteria. MMDs for dispensing and retail sales may be permitted in the MMDO pursuant to a Special Permit and Site Plan Review granted by the Planning Board. MMMs for manufacturing uses may be permitted in the Industrial and Light Industrial zoning districts in accordance with 181.313 Table of Principal Uses. In granting a special permit for either a MMD or MMM, in addition to the general criteria for issuance of a special permit set forth in Section 181.93 of this Ordinance, the Planning Board shall find that the following criteria are met:

- (a) The MMD is located to serve an area that currently does not have reasonable access to medical marijuana, or if it is proposed to serve an area already served by an MMD, it has been established by the Massachusetts Department of Public Health that supplemental service is needed.
- (b) The applicant has satisfied all of the conditions and requirements of this Section and other applicable Sections of this Bylaw/Ordinance;
- (c) The MMD or MMM facility demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations; and
- (d) The MMD applicant has entered into an approved Host Community Agreement (HCA) with the Mayor of the City of Fitchburg.

- (e) The MMD and MMM facility is located at least three hundred (300) feet distant of the following uses within the City limits:
- (1) School, including a public or private elementary, vocational, or secondary school or a public or private college, junior college, university, or dormitories
 - (2) Child Care Facility
 - (3) Library
 - (4) Playground
 - (5) Public Park
 - (6) Youth Center
 - (7) Public swimming pool
 - (8) Video arcade facility or
 - (9) Similar facility in which minors commonly congregate
 - (10) Residence, a building containing residences, (including commercial residential uses such as hotels, motels, lodging houses etc.)
- (f) The distance under this section is measured in a straight line from the nearest point of the property line of the protected uses identified in Section 181.644 (b) to the nearest point of the structure of the proposed MMD or MMM.
- (g) The distance requirement may be reduced, but only if:
- (1) The applicant demonstrates that the MMD or MMM would otherwise be effectively prohibited within the municipality.
 - (2) The applicant demonstrates that the MMD or MMM will employ adequate security measures to prevent diversion of medical marijuana to minors who are not qualifying patients pursuant to 105 CMR 725.004 and the Planning Board determines that a shorter distance, adequately buffered from the uses listed at 181.644(e), will suffice to accomplish the objectives set forth herein.
- (h) The site is designed such that it provides convenient, safe and secure access and egress for clients and employees arriving to and leaving from the site using all modes of transportation, including drivers, pedestrians, bicyclists and public transportation users, and adequately addresses issues of traffic demand, circulation flow, parking and queuing, particularly at peak periods at the facility and its impact on neighboring uses.
- (i) The MMD or MMM facility is compliant with requirements of the American Disabilities Act (ADA) Accessibility Guidelines.
- (j) The building and site have been designed to be compatible with other buildings in the area and to mitigate any negative aesthetic impacts that might result from required measures and restrictions on visibility into the building's interior.

- (k) The MMD or MMM facility is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest.
- (l) A MMD or MMM shall be located only in a permanent building and not within any mobile facility. All sales shall be conducted either within a fully enclosed building or by home deliveries to qualified clients pursuant to applicable state and local regulations.
- (m) Except where it is explicitly stated or otherwise in this Section, a MMD or MMM facility shall conform to the dimensional requirements applicable to non-residential uses within the base and overlaying zoning districts.
- (n) Refuse and service areas are designed to be secure and shielded from abutting use.
- (o) A MMD facility shall not have a gross floor area in excess of five thousand (5,000) square feet.
- (p) The MMD or MMM facility provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of cultivation is adequately secured.
- (q) All aspects of the use/facility relative to the acquisition, cultivation, possession, processing, sales, distribution, dispensing, or administration of marijuana, products containing marijuana, related supplies, or educational materials must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the business.

181.645 Application: In addition to the materials required under Section 181.94 (Site Plan Review) and Section 181.93 (Special Permits) of this Ordinance, the applicant shall submit the following:

- (a) The name and address of each owner of the MMD or MMM facility/operation.
- (b) A copy of its registration as an RMD from the Massachusetts Department of Public Health or documentation that demonstrates that said MMD or MMM facility, and its owner/operators, qualify and are eligible to receive a Certificate of Registration and meet all of the requirements of a RMD in accordance with 105 CMR 725.000 of the Massachusetts Department of Public Health.
- (c) A notarized statement signed by the organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers, directors, shareholders, partners, members, managers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the applicant must disclose the identity of all such responsible individual persons.
- (d) Evidence that the Applicant has site control and right to use the site for a MMD or MMM facility in the form of a deed or valid purchase and sales agreement or, in the case of a lease a notarized statement from the property owner and a copy of the lease agreement.

- (e) Detailed site plans that include the following information:
 - (1) Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, and all other provisions of this Ordinance.
 - (2) Convenience and safety of vehicular and pedestrian movement on the site and for the location of driveway openings in relation to street traffic.
 - (3) Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected be substantially affected by on-site changes.
 - (4) Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises, including designated parking for home delivery vehicle(s), as applicable.
 - (5) Design and appearance of proposed buildings, structures, signage, trash receptacles, screening and landscaping.
 - (6) Adequacy of water supply, surface and subsurface drainage and light.
 - (7) A detailed floor plan of the premises identifying the square footage available and describes the functional areas of the MMD or MMM, including areas for any preparation of MIPs.
 - (8) Details showing all exterior proposed security measures for the MMD or MMM including lighting, fencing, gates and alarms, etc. ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity.
- (f) A description of the security measures, including employee security policies, approved by MDPH for the MMD or MMM. An active security system shall be required for all locations and all security measures shall be approved by the Fire and Police Chiefs.
- (g) A traffic study to establish MMD facility impacts at peak demand times.
- (h) A copy of each operating procedure included in 105 CMR 725.105(A).
- (i) A copy of the emergency procedures approved by MDPH for the MMD or MMM.
- (j) A copy of the policies and procedures for patient or personal caregiver home-delivery approved by MDPH for the MMD or MMM.
- (k) A copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between MMDs and MMMs approved by MDPH.
- (l) A copy of proposed waste disposal procedures.

(m) A description of any waivers from MDPH regulations issued for the MMD or MMM.

(1) The Planning Board shall refer copies of the application to the Building Department, Fire Department, Police Department, City Council, Board of Health, Conservation Commission, and the Engineering Division of the Department of Public Works. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 60 days of referral of the application shall be deemed lack of opposition.

(2) After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other town boards and departments, the Planning Board may act upon such a permit.

(n) Description of Activities. A narrative providing information about the type and scale of all activities that will take place on the proposed site, including but not limited to cultivating and processing of marijuana or marijuana infused products, on-site sales, off-site deliveries, distribution of educational materials, and other programs or activities.

(o) Service Area. A map and narrative describing the area proposed to be served by the MMD or MMM and the anticipated number of clients that will be served within that area. This description shall indicate where any other MMD or MMM exist or have been proposed within the expected service area.

181.646 Site Plan Review/Special Permit Conditions for MMDs and MMMs: The Planning Board shall conduct site plan review and shall impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's MMD or MMM, the following conditions shall be included in any site plan review or special permit granted under this Ordinance:

(a) Hours of Operation, including dispatch of home deliveries. In no event shall an MMD facility be open to the public, and no sale or other distribution of marijuana shall occur upon the premises or via delivery from the premises, between the hours of 8:00 p.m. and 8:00 a.m.

(b) MMD and MMM facilities may only be involved in the uses permitted by its definition and may not include other businesses or services.

(c) No outside storage is permitted.

(d) No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises.

(e) Ventilation -- all MMD and MMM facilities shall be ventilated in such a manner that no:

(1) Pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere, and

- (2) No odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the medical marijuana business or at any adjoining use or property.
- (f) Signage shall be displayed on the exterior of the MMD facility's entrance in plain sight of clients stating that "Registration Card issued by the MA Department of Public Health required" in text two inches in height.
- (g) Signage and marketing shall conform to the requirements of 181.53 of this Ordinance in addition to MDPH 310 CMR 105.725.105 (L) provisions. Temporary and promotional signage is prohibited.
- (h) The permit holder of a MMD or MMM shall provide to the Building Commissioner, Board of Health and Police Department, the names, telephone numbers and electronic mail addresses of all management staff and key-holders, including a minimum of two (2) operators or managers of the facility identified as contact persons to whom one can provide notice if there are operating problems associated with the establishment after regular business hours to address an urgent issue. Such contact information shall be kept updated by the permit holder.
- (i) The owner or manager shall respond by phone or email within twenty-four (24) hours of contact by a city official concerning their MMD or MMM at the phone number or email address provided to the City as the contact for the business.
- (j) A MMD or MMM facility and affiliated vehicles shall be open to inspection by the Fire Department, Police Department, Building Official and the Board of Health at any time with notice. Said Officials may enter upon any premises used by a MMD or MMM for the purposes of his or her business, ascertain how he or she conducts his or her business and examine all articles stored in or upon said premises, and all books, surveillance and inventories shall be exhibited to any above named whenever a demand shall be made for such exhibition.
- (k) The permit holder shall notify the Building Commissioner, Board of Health, Police Department, Fire Department and City Council in writing within twelve (12) hours following a violation or potential violation of any law or criminal or potential criminal activities or attempts of violation of any law at the MMD or MMM.
- (l) The permit holder of a MMD or MMM shall file a copy of any Incident Report required under MDPH 105 CMR 725.110(F) with the Building Commissioner, Police Chief, and Board of Health within 24 hours of creation. Such reports may be redacted as necessary to comply with any applicable state or federal laws and regulations.
- (m) The permit holder of a MMD or MMM shall file a copy of any summary cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by MDPH or the Division of Administrative Law Appeals, as applicable, regarding the MMD or MMM with the Building Commissioner, Police Chief, Board of Health, Planning Board, City Council and Mayor within 48 hours of receipt.

- (n) Records of a MMD and MMM must be available for inspection by the Fitchburg Police Chief, Fire Chief, Building Commissioner and Board of Health upon request. In addition to required records and procedures as provided by City of Fitchburg Ordinance, code, or regulation, the MMD and MMM shall also produce written records that are subject to inspection as required in any section of MDPH 105 CMR 725.000, including MDPH 105 CMR 725.105 (G) inventory records of the preceding month (date of the inventory, a summary of the inventory findings, and the names, signature, and titles of the individuals who conducted the inventory), and additional information as may be determined by the Official.
- (o) Permitted MMD and MMM facilities shall file an annual report to the Building Commissioner, Planning Board and City Council no later than January 31st of each year, including a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the conditions of the Special Permit. The Special Permit shall be subject to revocation for violations and/or breaches of the conditions of the Special Permit.
- (p) Unless the applicant for a special permit provides in its application evidence of compliance with all applicable laws or regulations related to the licensing of a facility for the dispensing of cultivation of marijuana for medicinal purposes only. A special permit issued under this ordinance may be revoked after hearing upon a finding that the facility is cultivating or dispensing marijuana not being used for medicinal purposes.
- (q) The permit holder shall notify the Building Commissioner, Police Chief, Board of Health, Planning Board, City Council and Mayor in writing within 48 hours of the cessation of operation of the MMD or MMMD, or the expiration or termination of the permit holder's registration with MDPH.
- (r) If the registration for a MMD or MMM has expired or has been revoked, transferred to another controlling entity, or relocated to a different site, a new special permit shall be required prior to issuance of a Certificate of Occupancy.
- (s) No Building Permit or Certificate of Occupancy shall be issued for a MMD or MMM that is not properly registered with the Massachusetts Department of Public Health.
- (t) Special permit/site plan approvals shall be limited to the current applicant and shall lapse if the permit holder ceases operating the MMD or MMM.
- (u) The special permit shall lapse upon the expiration or termination of the applicant's registration by MDPH.
- (v) A MMD or MMM facility shall be required to remove all material, plants equipment and other paraphernalia prior to surrendering its state Registration or ceasing its operation. Prior to the issuance of a Building Permit for a MMD or MMM the applicant is required to post with the City Treasurer a bond or other form of financial security acceptable to said Treasurer in an amount set by the Planning Board. The amount shall be sufficient to cover the costs of the town removing all materials, plants, equipment and other paraphernalia if the applicant fails to do so. The Building Inspector shall give the applicant 45 days written notice in advance of taking such action. Should the applicant remove all materials, plants, equipment and other paraphernalia to

the satisfaction of the Building Inspector prior to the expiration of the 45 days written notice, said bond shall be returned to the applicant.

181.647 Exemption from Special Permit Requirement: MMMs that demonstrate that they are protected pursuant to the agricultural exemption under G.L. c.40A §3 are not required to obtain a special permit, but shall apply for Site Plan Approval.

181.648 Prohibition Against Nuisances: No use shall be allowed by the MMD or MMM which creates a nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

181.649 Severability: The provisions of this Ordinance are severable. If any provision, paragraph, sentence, or clause of this Ordinance or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

8) Adding number 14. to D. Industrial Uses in the Table of Principal Uses, to allow cultivation and manufacture of medical marijuana (not retail sales) by special permit in the industrial and limited industrial zoning districts as manufacturing uses, as follows:

Section 181.313 Table of Principal Use Regulations

Principal Use:	RR	RA-1	RA-2	RB	RC	CBD	NBD	C&A	LI	I	MS	FSC
D. Industrial Uses												
14. Medical Marijuana Manufacturing (MMM) - for cultivation and processing of related products only	N	N	N	N	N	N	N	N	PB	PB	N	N

COMMERCIAL LEASE

1. **PARTIES** 23 Elm Street Trust, Attention: Christopher Lucy, Trustee, LESSOR/LANDLORD, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to NS AJO Holdings, Inc. ("NS AJO"), a non-profit entity filed with the Commonwealth of MA. Lessee/Tenant, located at 23 Elm St Building #2 Rear Watertown MA 02472. The terms Lessor and Landlord, and Lessee and Tenant are interchangeable in the Lease. The words Lessor and Landlord, and Lessee and Tenant are interchangeable.
- LESSEE, which expression shall include its successors, executors, administrators, and assigns where the Context so admits, and the LESSEE hereby leases the following described premises:
2. **PREMISES** 23 Elm Street Building #2 Rear, Watertown, MA 02472
Consisting of approximately 2,755 square feet of space located on the first floor together with the right to use in common, with others entitled thereto, necessary for access to said leased premises.
3. **USE**
Tenant agrees to operate a registered medical Marijuana Dispensary facility which is in compliance with local zoning use regulations, and not for other purposes; provide however, in no event may Tenant offer medical marijuana or similar drugs for recreational use to the public. Tenant may not: (i) store any flammables on the Property, (ii) allow any smoking of any products on the Property, or (iii) grow or cultivate marijuana on the Property.
4. **TERM**
The Term of this lease shall be for Five (5) years and approximately six months commencing upon full execution of the Lease, subject to qualifications set forth herein, with a Commencement Date of August 1, 2016 ("Occupancy Date") and ending on December 31, 2021; provided however, Tenant may terminate the Lease with 30 days prior written notice (Pre-Term Termination) at any time during the first six months of the Term in the event Tenant does not receive all approvals necessary for the operation of Tenant's business. In the event Tenant exercises its Pre-Term Termination Right if approvals are not granted or if Tenant is ordered to terminate early under a cease and desist order given by a municipal or state mandate, Tenant agrees to cease its operations within such timeframe, and at the Landlord's option restore the Premises to its original condition or as Lessor so directs Lessee, vacate the Premises in a broom clean condition, and pay Landlord an early termination fee equivalent to two (2) month's rent which payment shall be due and payable with the Pre-Term Termination notice. NS AJO has been informed that PixMix, the existing tenant, will vacate the Premises on or before August 31, 2016 in accordance with its Lease.
5. **COMMENCEMENT** Within thirty days (30) days after receipt of (a) a state license from the Massachusetts Department of Public Health for a Medical Marijuana Dispensary by NS AJO, and (b) any zoning relief or other municipal permits required to operate a Medical Marijuana Dispensary at the Premises, in both cases only after any appeal period have expired without appeal, or if appealed, finally resolved in favor of granting the license or permit in question and in any case with conditions satisfactory to NS AJO (collectively the "Permits and Approvals"). NS AJO shall diligently pursue all Permits and Approvals.
6. **BASE RENT** The LESSEE shall pay to the LESSOR Base Rent at the rate of Eighty Two Thousand Six Hundred Fifty and 00/100 (\$82,650.00) Dollars per year, payable monthly in advance on or before the first day of each month in

monthly installments of \$6,887.50 for the first year of the Lease Term, beginning October 1, 2016 ("Rent Commencement Date") through September 30, 2017. Please see Section 24 of Lease Addendum for Base Rent Schedule for Years 2-5.

Lessee agrees to pay 100 percent (100%) of Base Rent, including insurance, real estate taxes and operating expenses which total \$8,150/month, to the Lessor during the Permitting Period ("Pre-Term Rent"), which payments shall commence on September 1, 2016, and end no later than December 31, 2016; provided however so long as Tenant demonstrates to Landlord that Tenant is making meaningful in securing all of Tenant's Permits and Approvals. Tenant shall be granted a further period of 60 days to obtain such Permits and Approvals.

**7. PRE-TERM
PAYMENT #1**

A non-refundable payment of \$10,000.00 shall be paid by NS AJO to Landlord at Landlord's ACH account within three (3) business days after full execution of the Lease, as consideration for the terms and conditions set forth herein.

**8. TERMINATION
PERIOD
PAYMENT #2**

For consideration of the permitting period and the flexible Commencement Date and Term, Tenant agrees to pay Landlord a non-refundable payment of One Hundred Thousand Dollars (\$100,000) no later than 90 days after the Commencement Date. Tenant agrees to provide Landlord with proof of funds and to place such \$100,000 into escrow into a separate escrow account with Godino & Company, Inc. Escrow Account.

9. RENEWAL TERM

One (1) option to renew the Lease for 5 additional years that may be exercised in writing from Tenant by notice to the Landlord at least twelve full months prior to the expiration of the initial Term, at the rental rates set forth below, and then Landlord may either accept or reject Tenant's request to extend by so indicating by written notice to Tenant within thirty (30) days from receipt of Tenant's request to extend.

10. SECURITY DEPOSIT

Tenant agrees to pay Landlord a Security Deposit of \$16,300.00 upon the existing tenant who is occupying the Premises vacating the Premises which date is scheduled to be on August 31, 2016. The Security Deposit shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE at the end of this Lease subject to the LESSEE's satisfactory compliance with the conditions hereof. LESSOR may apply the deposit against any amounts due LESSOR by reason of LESSEE'S default in the performance of its obligations under this Lease. Upon application of all or any portion of the deposit, LESSEE shall promptly restore the deposit to its original amount. In the event of bankruptcy or other debtor-creditor proceedings against LESSEE, the deposit shall be deemed to be applied first to the payment of Rent and Additional Rent and other charges due LESSOR for all periods prior to the filing of such proceedings. LESSOR shall have the unrestricted use of the deposit during the term of this Lease.

11. UTILITIES

LESSEE pays for separately metered electricity (lights, plugs and air conditioning) and heat (gas) commencing upon full execution of the Lease. LESSEE shall be responsible to reimburse LESSOR for its proportionate share of water and sewer charges, within fifteen (15) days of presentment of same. LESSEE shall be responsible for HVAC maintenance including the semi-annual servicing of the HVAC by a licensed and Lessor approved HVAC service contractor, repair and replacement. In the event Lessee does not perform said maintenance, repair or replacement of the HVAC in a timely manner, Lessor may do said work and bill Lessee and Lessee agrees to reimburse Lessor within 15 days of presentment of said invoice.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the Occupancy Date of this lease. In the event LESSEE requires additional utilities or

equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

12. **COMPLIANCE WITH LAWS** The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or Ordinance in force in the city or town in which the premises are situated. LESSEE shall at no time store at the Leased Premises hazardous or flammable materials and shall comply with all requirements of the Americans with Disabilities Act (ADA).

In all instances Tenant agrees to keep Landlord informed of all of Tenant's actions toward obtaining its permits and licenses and of any issues with the Commonwealth of MA and the municipality during the approval process and during Tenant's occupancy at the Premises. Tenant agrees to pay for Landlord's legal fees related to any such matters.

13. **FIRE INSURANCE** The LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to Any law or regulation from time to time established by the New England Fire Insurance Rating Association, or

any

Similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE'S use of the Premises beyond the current scope of Business activity in the building.

14. **MAINTENANCE** The LESSEE agrees to maintain the Leased Premises in good condition, damage by fire and other casualty only excepted. Lessee agrees to make all plumbing repairs promptly. In the event Lessee does not promptly make said repairs, Lessor may do so in which case Lessee agrees to reimburse Lessor for the cost of said repairs within 15 days of presentment of any such invoice from the Lessor. The LESSEE shall not permit the Leased Premises to be A LESSEE'S overloaded, damaged; neither stripped, or defaced, nor suffers any waste. LESSEE shall obtain written consent of OBLIGATIONS LESSOR before erecting any new sign on the Premises.

- B. **LESSOR'S OBLIGATIONS** The LESSOR agrees to maintain, at its sole cost and expense, the structure of the building of which the leased premises are a part, exterior windows, roof, common areas, in the same condition As they are at the commencement of the term or as it may be put in during the term of this lease, reasonable Wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of The LESSEE or those for whose conduct the LESSEE is legally responsible.

15. **ALTERATIONS- ADDITIONS** The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection With work of any character performed or claimed to have been performed at the direction of LESSEE and shall Cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements Made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided Herein. LESSOR hereby consents to Lessee's Work described in Exhibit A hereto except for the Lessee's

proposed

a/c work listed on Exhibit A that is subject to final Lessor's approval.

16. **ASSIGNMENT & SUBLEASING** LESSEE shall not assign, sublease or transfer this Lease or its interest herein.

17. **SUBORDINATION** This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be

C.C. A.

Necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the Nature of a mortgage.

**18. LESSOR'S
ACCESS**

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or

selling

the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.

**19. INDEMNIFICATION
of water**

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape

**CATION AND
LIABILITY**

or by the bursting of pipes (subject to LESSOR's obligations in Section 34 of this lease), as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the building or from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the leased premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be LESSOR'S responsibility.

**20. LESSEE'S
LIABILITY
INSURANCE**

The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$1,000,000.00/\$2,000,000.00 with property damage insurance in limits of \$100,000.00 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at Lease signing, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) Days' prior written notice to each assured named therein. In the event the Tenant's Use causes Landlord's insurance to increase Tenant agrees to reimburse Landlord for any such increases.

**21. FIRE
CASUALTY -
EMINENT
DOMAIN**

Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

(a) The LESSOR fails to give written notice within sixty (60) days of intention to restore the Premises, or

(b) The LESSOR fails to restore the Premises to a condition substantially suitable for its intended use within one hundred twenty (120) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.

**22. DEFAULT
AND
BANKRUPTCY**

In the event that:

(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for five (5) days after written notice thereof; or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default not be corrected within thirty (30) days after written notice, thereof; or

(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects.


C. C. A.

without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve (12%) per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional Rent.

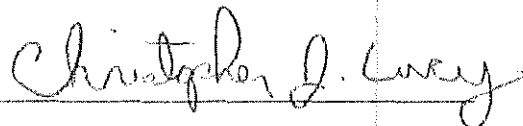
23. **NOTICE** Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, emailed to the Lessee at Lessee's email of aidan1234@gmail.com to the attention of Aidan O'Donovan or via registered or certified mail, return receipt requested or other commercially acceptable commercial carrier such as Federal Express to Lessee's address at the Property. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at 107 South Street Unit 3B, Boston, Ma 02111-2840 or such other address as the LESSOR may from time to time advise in writing. In addition Lessee agrees to provide notice via Lessee's email to Lessor at christhued11998@gmail.com, to the attention of Christopher Lucy, Manager. If notice is sent via certified mail, either party shall provide a provision to track any notice.
24. **SURRENDER** The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, wear and tear or damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property now so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
25. **FORCE MAJEURE**
- In the event that the Lessor is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the Lessor, the Lessor shall not be liable to the Lessee therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the Lessee be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the Lessee that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.
26. **LIABILITY OF OWNER**
- No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the Lessor's obligations occurring during the period of such ownership. The obligations of the Lessor shall be binding upon the Lessor's interest in said property, but not upon other assets of the Lessor, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the Lessor shall be personally liable for performance of the Lessor's obligations hereunder.
27. **OTHER PROVISIONS** See Paragraphs 28-43 attached hereto and incorporated herein.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 14 day of July, 2016.

NS AJO Holdings, Inc., Lessee:

By: 
Aidan O'Donovan, COO,
Duly Authorized

23 Elm Street Trust, Lessor:

By: 
Christopher Lucey, Trustee and not individually

ADDENDUM TO COMMERCIAL LEASE

LESSOR: 23 ELM STREET PROPERTIES, LLC
LESSEE: NS AJO Holdings, Inc.
PREMISES: 23 ELM STREET, BUILDING #3
WATERTOWN, MASSACHUSETTS 02472

28. **Base Rent (cont'd).** During the Term, Lessee agrees to pay to Lessor, without setoff or deduction, the following rental (the "Base Rent"):

<u>Year 2:</u>	\$84,027.50 annually, or \$7,002.29 monthly (\$30.50/SF/YR)
Year 3:	\$85,405.00 annually, or \$7,117.08 monthly (\$31.00/SF/YR)
Year 4:	\$86,782.50 annually, or \$7,231.88 monthly (\$31.50/SF/YR)
Year 5:	\$88,160.00 annually, or \$7,346.67 monthly (\$32.00/SF/YR)

The Base Rent shall be payable in the monthly installments specified above, due in advance on the first day of each calendar month following the Commencement Date, to the Lessor at Citizens Bank ACH # 1320989141 or at such other place as Lessor may from time to time designate by notice to Lessee.

29. **Operating Expenses.** Commencing on the Occupancy Date, Lessee shall pay for its pro-rata share (14%) of all Operating Expenses (defined below) within fifteen (15) days of presentment of such Operating Expenses' support documentation. "Operating Expenses" means, subject to the exclusions contained herein, all of the costs and expenses associated with operating the building in which the premises is located and the land and sidewalks and other common areas surrounding the building that are incurred, including without limitation, utilities, insurance premiums, pest control, material and supplies purchased in connection with the building, landscaping, fire protection, compliance with laws, repair of common areas, including parking lot and sidewalks, maintenance and repair of the building and other common areas, snow removal, insurance premiums, utility services for common areas, management fees, and any other reasonable costs and expenses of any nature specific for the operation of the building and common areas but specifically excluding capital expenditures and other costs for structural items or building systems on or after the expiration of their useful lives, depreciation, lease commissions, interest or principal payments on mortgages and other non-operating debts of the Lessor, base ground rent payments to any ground lessor, tenant improvement costs and other costs in

connection with leasing of space in the building including advertising and marketing expenses for vacant space in the building.

30. **Real Estate Taxes.** Commencing on the Occupancy Date, Lessee shall pay for its pro-rata share (14%) of all Real Estate Taxes within fifteen (15) days of presentment of such real estate tax information. For the purposes of this Agreement, "Real Estate Taxes" means all Real Estate Taxes and assessments on the building.
31. **Parking.** Lessee's employees, customers and visitors may have use of 8 assigned parking spaces on the property subject to Lessor's reasonable rules and regulations, including, but not limited to assigning parking. Tenant shall be entitled to 8 assigned parking spaces. Tenant shall assume full responsibility for monitoring its clientele and employee parking to ensure that the use of 8 spaces is not exceeded and that the parking lot does not function in a manner that disturbs the rights of the other tenants of the Property to conduct their business and their parking rights including the hiring of private security personnel, if necessary. Tenant shall install signs at Tenant's parking spaces posting towing and Tenant designated spaces as approved by the Landlord.

Lessor shall have the right to change parking space locations at any time throughout the Term of this Lease.

32. **Building Rules.** Lessee will comply with all reasonable rules and regulations (not in conflict with the provisions of this Lease) as Lessor may, from time to time, promulgate to regulate the conduct of all tenants using the Building and the Property, to the extent Lessee has received written notice of same, as if all such rules and regulations were set forth in this Lease at length. Lessor shall have the right to amend such rules and regulations and to waive any one or more of them in the case of any one or more tenants. Such waiver as to one tenant shall not constitute a waiver as to any other tenant. Lessor shall not be responsible to Lessee or to Lessee's agents, employees, servants, licensees, invitees, or visitors for failure to enforce any such rules and regulations or for the nonobservance or violation of any such rules and regulations by any other tenant or by any other person.
33. **Signage.** Lessee shall be allowed to install new building standard signage over the front of Lessee's Premises entry door subject to Lessor's prior written approval. All building signage must be approved and in compliance with regulations of the Town of Watertown and the State of Massachusetts.
34. **Building Access, Security and Keys.** Access is available to the Premises 24 hours a day/7 days per week. LESSEE is responsible for installation and maintenance of burglary alarm, if required by Lessee. Lessee shall continue to use its current key to the entrance door which key may not be duplicated or changed. In the event Lessee changes its key, Lessee agrees to supply Lessor a copy of all keys to the Premises for Lessee's and fire department access. At the end of the Term, Lessee agrees to return to Lessor all keys given to Lessee or to reimburse Lessee for the cost of doing so.

35. **Cleaning Services.** Lessee is responsible and shall pay for all cleaning at the Premises.
36. **Trash Removal.** Lessee is required to provide its own trash removal accommodations at the Lessee's expense.
37. **Life & Safety.** Lessee shall be responsible for installation and maintenance of all life safety equipment (ABC type fire extinguishers, emergency lights, smoke detectors, all of which is in compliance with the Fire Department's Regulations and all other related codes and regulations) required for its use. Lessee agrees to obtain an annual inspection from a licensed professional, if requested by Lessor, and shall promptly provide a report of same to Lessor. In the event Lessee fails to have the fire extinguishers inspected and/or to provide Lessor with a copy of the annual inspection report, Lessor may have such report completed and bill require that Lessee reimburse Lessor within 30 days of Lessee's receipt of such invoice from Lessor. Lessee agrees to continue to maintain a fire and burglar alarm system. Said phone lines for the fire alarm must each be on a dedicated phone line which line may not be altered and shall not be shared with Lessee's computer, internet, telephone or any other data service at the property.

Lessee is required to purchase and maintain 2 ABC type fire alarms fire extinguishers in a mounted and visible location that would pass a fire inspection test in the Premises at all times and is responsible to replace fire extinguishers once they are obsolete.

If required to do so by the Fire Department, Lessee is responsible for purchasing of additional smoke detectors in the Premises. In addition, Lessee is responsible to replace malfunctioning smoke detectors and to periodically service/maintain smoke detectors. Lessee is responsible for the burglary services.


Lessee agrees to give Lessor a written proposal for the any building improvements prior to the work being performed. Lessor must approve any proposed modifications. Lessee must hire licensed contractor to perform the work. Lessee must provide contact information of the contractor to the Lessor.

38. **Lessor's Work.** LESSOR will deliver the Premises in its current "as-is" condition; provided however, Lessor agrees to deliver the HVAC unit serving the Premises in good working order.


Any LESSEE Work needs to be approved in advance by the LESSOR. All contractors must be qualified, licensed, insured and approved of in advance by the LESSOR. LESSEE shall conduct the Lessee's Work set forth in Exhibit A below, if any, attached hereto in a professional and workmanlike manner and so as to minimize disruption to the other tenants in the Building. All LESSEE Work must be in compliance with the local building code.

39. **Indemnity.** LESSEE shall indemnify, release and hold harmless the Lessor and its agents and principals for any and all liability, damages, causes of action, attorney's fees and costs associated with or arising from Lessee's usage and operation of its facility at the Premises.
40. **Non-Disclosure:** Both parties agree to keep any information and/or financial terms contained herein and in any response to this letter and/or any subsequent correspondence, offers, counteroffers, discussions, and/or documents by and/or between the parties confidential whether the anticipated discussions and negotiations lead to a fully executed Lease or not.
41. **Hold Over.** If LESSEE shall continue to occupy the Premises after expiration or sooner termination of this Lease, LESSEE shall pay, as liquidated damages, for each month of continued occupancy an amount equal to one and one half times the rent being paid for the month the Lease expires or is terminated. No receipt of money by LESSOR from LESSEE after expiration or termination of this Lease shall reinstate or extend this Lease or affect any prior notice given by LESSOR to LESSEE.
42. **Entire Agreement.** This Commercial Lease Agreement supersedes all prior agreements between the parties and contains the entire agreement of the parties and may not be modified except by a written instrument signed and executed by both parties. The Lease between the parties which expires on September 30, 2016 shall remain in effect until the Commencement of the Lease.
43. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
44. **Additional Guarantor.** In the event Tenant receives all of its permits and approvals necessary for the operation of Tenant's permitted Use, Tenant agrees to provide such additional personal guaranty with a party with a minimum net worth of at least \$1,000,000 which financials shall be subject to Landlord's reasonable review. If such personal guaranty is not received within 60 days after Tenant's receipt of all its permits and approvals, Landlord may terminate the Lease within 60 days thereafter.

NS AJO Holdings, Inc., Lessee:

By: 
Aidan O'Donovan, COO

23 Elm Street Trust, Lessor:

By: 
Christopher Lucy, Trustee and not
individually

Guaranty

The undersigned, Aidan O'Donovan, with a residential address of 67 Dana Street Apartment 1 Cambridge MA and a residential address of 1133 Corona Street Unit 1 Denver Co. 80218 and a business address of 920 West 104th Avenue Northglenn CO 80234 being a principal of Lessee and receiving good and valuable consideration, the receipt of which is hereby acknowledged, and as a precondition for Lessor to enter into this Lease, does hereby unconditionally agree to guaranty all the obligations of the Lessee to the Lessor for the Term of the Lease including the Base Rent and all additional charges for real estate taxes, insurance and building operating costs.


Aidan O'Donovan

EXHIBIT A

Lessee's Work: Subject to Lessor's review of Lessee's final and signed and stamped plans and specifications, Lessee shall, at its sole cost and expense, furnish all labor and materials required for installation of the following items, if any, at the Demised Premises:

- Demolition
- Installation of new partitions
- Install Tenant's furniture, fixtures and equipment
- Paint walls
- Any modifications to the HVAC equipment
- Any modifications to the Plumbing, electrical lighting, systems
- Install life and safety equipment to meet codes
- Install a security system
- Install phone and data systems
- Any and all other work not included in Landlord's Work
- Any work mandated by Federal, state or municipal requirements.
- Obtain a building permit before commencing its work and a Certificate of Occupancy prior to occupying the Premises.

Lessee agrees to provide Lessor with the names and contact information (email addresses and phone numbers) for any trades people working at the Premises. This list shall include plumbers, electricians, subcontractors and contractors providing all work at the Premises including but not limited to all structural work prior to each contractor commencing Lessee's Work. If any work to be performed at the Premises could cause noise that could disturb other tenants of the Property, Lessee agrees to notify Lessor in advance so Lessor may notify its other tenants.



Watertown Town Council

Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

ELECTED OFFICIALS:

Mark S. Sideris,
Council President

Stephen P. Corbett,
Vice President

Aaron Dushku,
Councilor At Large

Susan G. Falkoff,
Councilor At Large

Anthony Palomba,
Councilor At Large

Angeline B. Kounellis,
District A Councilor

Cecilia Lenk,
District B Councilor

Vincent J. Piccirilli, Jr.,
District C Councilor

Kenneth M. Woodland
District D Councilor

ORDINANCE # 59.

0-59-2014

AN ORDINANCE AMENDING THE TOWN'S ZONING ORDINANCE REGARDING MEDICAL MARIJUANA TREATMENT CENTERS

Whereas, the Town seeks to address reasonable regulations regarding the siting of Medical Marijuana Treatment Centers and related uses for patients with a debilitating medical condition as defined by 105 CMR 725.000; and

Whereas, The amendments minimize adverse impacts on adjacent properties, residential neighborhoods, schools, and other areas where children may congregate; and

Whereas, the provisions of Massachusetts General Laws Chapter 40 A, Section 5, provide the procedure for amending the Zoning Ordinance; and

Whereas, amendments to the Zoning Ordinance have been submitted to the Planning Board for consideration with respect to Medical Marijuana Treatment Centers; and

Whereas, on June 11, 2014 the Watertown Planning Board conducted a duly advertised public hearing on these amendments in accordance with the requirements of G.L. c. 40A, sec 5; and

Whereas, The Planning Board submitted its report and recommendation to the Town Council with respect to such proposed amendments to the Zoning Ordinance; and

Whereas, on July 15, 2014 the Town Council conducted a duly advertised public hearing with respect to such proposed amendments to the Zoning Ordinance.

NOW THEREFORE BE IT ORDAINED by the Town Council of the City Known as the Town of Watertown that Chapter XII of the Watertown Code of Ordinances is hereby amended as follows:

1. Insert in Chapter XII of the Watertown Code of Ordinances, Zoning Ordinance, a new Article VIII, section 8.04, Medical Marijuana Treatment Centers, as follows:

ARTICLE VIII

OTHER REGULATIONS

- 8.00 Regulation of Soil Removal
- 8.01 Overhanging Shrubs or Evergreens Rights of Way
- 8.02 Sale of Products on Public
- 8.03 Yard Sales
- 8.04 Medical Marijuana Treatment Centers

SECTION 8.04 MEDICAL MARIJUANA TREATMENT CENTERS


A. No person shall operate or allow the operation of, a *Medical Marijuana Treatment Center* without full compliance with all of the applicable provisions and conditions of 105 CMR 725.100 Massachusetts General Law, including definitions, siting, signage, and operations; provided, however, that if there is a conflict between the provisions of this section and the provisions of any other applicable state or local law, the most restrictive law shall govern. Nothing herein, exempts such uses from this or other applicable local regulations, ordinances, and/or policies.

B. In addition to the requirements set forth in Subsection 8.04.A. above, no person shall operate or allow the operation of, a *Medical Marijuana Treatment Center* until such time as a **Special Permit** has been duly applied for and granted by the Special Permit Granting Authority (SPGA), which Special Permit confirms full conformance of a proposed *Medical Marijuana Treatment Center* with all of the applicable locational siting requirements of this title. The application for such Special Permit shall be filed pursuant to the requirements and processes set forth in Article IX of this ordinance.

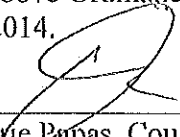
2. Amend Section 5.01, Table of Use Regulations, so as to add the following Subsection 5.01.5.k:

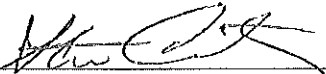
SECTION 5.01 TABLE OF USE REGULATIONS

As a Principal Use	S-6	S-10	CR	SC	T	R.75	R1.2	NB	LB	CB	I-1	I-2	I-3	PSCD	OSC
5. Light Industry, Wholesale, Laboratory															
k <u>Medical Marijuana Treatment Center</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>SP</u>	<u>SP</u>	<u>SP</u>	<u>N</u>	<u>N</u>


Council Member

I hereby certify that at a regular meeting of the Town Council for which a quorum was present, the above Ordinance was adopted by a roll call vote of 6 for, 1 against, 0 present on July 15, 2014.


Valerie Papas, Council Clerk


Stephen P. Corbett, Vice President

ARTICLE V

TABLES OF DISTRICT REGULATIONS

5.00	Interpretation	5.07	Affordable Housing Requirements
5.01	Table of Use Regulations	5.08	Revitalization Overlay District (RO)
5.02	Table of Accessory Use	5.09	Watertown Square Design Overlay District
5.03	Notes to Table of Use Regulations	5.10	Limited Redevelopment District
5.04	Table of Dimensional Regulations	5.11	Assisted Living Overlay District
5.05	Notes to Table of Dimensional Regulations	5.12	Arsenal Overlay Development District
5.06	Floodplain District	5.13	Wireless Telecommunications Facility
		5.14	Religious/School Building Overlay District
		5.15	Municipal Reuse and Development
		5.16	Pleasant Street Corridor District (PSCD)

SECTION 5.00 INTERPRETATION

- (a) Use and dimensional regulations listed in the District Tables are in addition subject to the other provisions in this Zoning Ordinance, particularly Articles IV, VI and VII.
- (b) A use listed in §5.01 and §5.02 is permitted as of right in any district under which it is denoted by the letter "Y" (Yes). If designated in the Table by the letters "SP" (Special Permit), the use may be permitted as a special exception only if the Special Permit Granting Authority (SPGA) so determines and grants a special permit therefore as provided in §9.04 subject to such restrictions as said SPGA may establish. If designated in the Table by the letters "SR" (Site Plan Review), the use is permitted as of right subject to the procedures and standards of Site Plan Review as provided in §9.03. If designated in the Table by the letters "SP/SR" (Special Permit with Site Plan Review), the use may be permitted by special exception only if the SPGA so determines and grants a Special Permit in accordance with §9.04, 9.05, 9.06, 9.07, and 9.08 subject to the procedures and standards of Site Plan Review as provided in §9.03. If designated in the Table by the letter "N" (No), the use is not permitted in the district.
- (c) No building or structure shall be built nor shall any existing building or structure be altered or enlarged which does not conform to the regulations as to maximum ratio of floor area and lot areas, minimum lot sizes, minimum lot area for each dwelling unit or equivalent, minimum lot width, minimum dimensions of front, side and rear yards, and maximum height of structures in the districts set forth in §5.04 of this Article, except as hereinafter provided.
- (d) The lot or yard areas required for any new building or use may not include any part of a lot that is required by any other building or use to comply with any requirements of this Zoning Ordinance, nor may these areas include any property of which the ownership has been transferred subsequent to the effective date of this Zoning Ordinance if such property was a part of the area required for compliance with the dimensional requirements applicable to the lot from which said transfer was made.
- (e) In the case of multiple buildings on a lot in single ownership the distance between any portion of such buildings shall be not less than ten (10) feet.

SECTION 5.01 TABLE OF USE REGULATIONS

As a Principal Use		S-6	S-10	CR	SC	T	R.75	R1.2	NB	LB	CB	I-1	I-2	I-3	PSCD	OSC	RMUD
1. Residence																	
a.	Dwelling, Single Family	Y	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N	N
b.	Dwelling, existing one-family converted for two-families	N	N	Y	SP	Y (6)	Y	Y	N	N	N	N	N	N	N	N	N
c.	Dwelling, two family	N	N	Y	SP	Y (6)	Y	Y	N	N	N	N	N	N	N	N	N
d.	Existing dwelling converted for three families	N	N	Y	N	N	SP	SP	SP	SP	N	N	N	N	N	N	N
e.	New construction of three family dwelling structures.	N	N	Y	N	N	SP	SP	SP	SP	SP	N	N	N	N	N	N
f.	Multi-family 4+	N	N	SP/SR	N	N	SP/SR	SP/SR	SP/SR	SP/SR	Y (2)	N	N	SP/SR	SP/SR	N	N
Row houses and townhouses																	
g.	1. Three units	N	N	SP	N	N	SP	SP	SP	SP	N	N	N	SP	Y	N	N
	2. Four to eight units	N	N	SP/SR	N	N	SP/SR	SP/SR	SP/SR	SP/SR	N	N	N	SP/SR	SP/SR	N	N
h.	Licensed lodging house	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
i.	Hotel and Motel Use	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR(12)	SP/SR	SP/SR	SP/SR	N	SP/SR
j.	Trailer park or mobile home park	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Mixed-use Development																	
k.	1. Up to three residential units	N	N	N	N	N	N	N	SR (7)	SR (7)	SR (7)	N	N	SP/SR (8)(13)	Y (8)	N	N
	2. Greater than three residential units	N	N	N	N	N	N	N	SP/SR (7)	SP/SR (7)	SP/SR (7)	N	N	SP/SR (8)(13)	SP/SR (8)	N	SP/SR (7) (8)
2. Institutional, Transportation, Utility, and Agricultural Uses																	
a.	Any religious, educational, or licensed day care use as defined by CH.40A, § 3.																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
	2. New construction or conversion greater than 4,000 s.f. of building area	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR	SR
b.	Country club, tennis club, swimming club, nonprofit club.	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR
Commercial agricultural, nursery garden, greenhouse, garden supply.																	
c.	1. On up to 5 acres	N	N	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
	2. On more than 5 acres	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
d.	Existing dwellings converted for nonprofit club, school, clinic (11)																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	SP	SP	SP	SP	SP	SP	SP	N	N	N	SP	N	N

As a Principal Use		S-6	S-10	CR	SC	T	R.75	R1.2	NB	LB	CB	I-1	I-2	I-3	PSCD	OSC	RMUD
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	N	N	SP/SR	N	N
e.	Cemeteries	N	N	N	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N
f.	Recreational facility owned or operated by a Town agency or other governmental agencies or public open space.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
g.	Nursing home, rest home, or convalescent home provided the lot fronts on a street at least 65 feet wide.	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	N	N	N	N	N	N
h.	Assisted Living	N	N	N	N	N	SP/SR	SP/SR	SP/SR (7)	SP/SR (7)	SP/SR (7)	N	N	N	N	N	SP/SR (7)
3. Business, Office, and Consumer Service Uses																	
a.	Business offices, bank, medical and dental buildings, schools operated for gain.																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	N	Y
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
b.	Commercial, recreation, including bowling alley or skating rink completely enclosed.																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	N	Y
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
c.	Commercial parking, parking lot for gain.	N	N	N	N	N	N	N	Y (10)	Y (10)	Y (10)	Y (10)	Y (10)	Y (10)	Y (10)	N	Y (10)
d.	New and used vehicles for sale or lease and display and storage of operable vehicles only.	N	N	N	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	N	N	N (15)
e.	Printer, publisher																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	N	Y
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
f.	Retail stores including liquor stores.																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	Y	Y	Y	Y	Y (1)	Y (1)	Y	N	Y (1)
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
g.	Personal services, such as barber shop, beauty parlor, etc.																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	Y	Y	Y	Y	Y (1)	Y (1)	Y	N	Y (1)
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR

As a Principal Use		S-6	S-10	CR	SC	T	R.75	R1.2	NB	LB	CB	I-1	I-2	I-3	PSCD	OSC	RMUD
h.	Repair and alteration of clothes and domestic furnishings.																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	N	Y
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
i.	Eating place with or without liquor.																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	N	Y
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
j.	Bar or other establishment where the primary purpose is the sale and consumption of alcoholic beverages.	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
k.	Laundry and cleaning, automatic, but not steam laundry.	N	N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	SP	N	SP
l.	Gasoline Service Station	N	N	N	N	N	N	N	SP/SR	SP/SR	N	N	N	N	N	N	N
m.	Undertaker, funeral parlor.	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR	SP/SR	SP/SR	N	N	N
n.	Adult Stores	N	N	N	N	N	N	N	N	N	N	SP (5)	SP (5)	N	N	N	SP (5)
o.	Adult Theaters	N	N	N	N	N	N	N	N	N	N	SP (5)	SP (5)	N	N	N	SP (5)
4. Open-Air Drive-in Retail and Service																	
a.	Drive-in Bank																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	N	N	Y
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	N	SP/SR
b.	Outdoor amusement park, outdoor sports facility conducted for profit.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
c.	Open-air drive-in theater or other open-air place of entertainment.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
d.	Car washing establishment using mechanical equipment for cleaning automobiles and other equipment.	N	N	N	N	N	N	N	N	N	N	SP/SR	N	N	N	N	N
e.	Drive-in restaurant. Drive-in refreshment stand, drive-through eating establishment.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
f.	Fast food establishment	N	N	N	N	N	N	N	SP/SR	SP/SR	N	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
g.	Outdoor Storage of Merchandise.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
5. Light Industry, Wholesale, Laboratory																	
a.	Light Industry																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	SP

As a Principal Use		S-6	S-10	CR	SC	T	R.75	R12	NB	LB	CB	I-1	I-2	I-3	PSCD	OSC	RMUD
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
b.	Non- nuisance manufacturing																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	SP	N	Y
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
c.	Office, including but not limited to administrative, executive, professional, and similar offices.																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	N	Y
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
d.	Public or bonded warehouse, parcel or goods distribution.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
e.	Laboratories engaged in research, experimental and testing activities, including but not limited to the fields of biology, chemistry, electronics, engineering, geology, medicine, and physics.																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	N	Y
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
f.	Motor Vehicle Repair	N	N	N	N	N	N	N	N	N	N	SP	SP	SP	N	N	N
g.	Motor Vehicle Body Work	N	N	N	N	N	N	N	N	N	N	SP(4)	SP(4)	SP(4)	N	N	N
h.	Wholesale business, warehouse.	N	N	N	N	N	N	N	N	N	N	SP/SR	SP/SR	SP/SR	SP/SR	N	SP/SR
i.	Self-Service Storage Facility.	N	N	N	N	N	N	N	N	N	N	SP (9)	SP (9)	N	N	N	N
j.	Renewable or alternative energy research, development or manufacturing facility																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	Y	Y	Y	Y	N	Y
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	SR	SR	SR	SR	N	SR
k.	Medical Marijuana Treatment Center	N	N	N	N	N	N	N	N	N	N	SP	SP	SP	N	N	SP
6. Heavy Industry																	
a.	Open-lot storage of junk, scrap, paper, rags, containers or other salvage waste articles.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
b.	Truck or bus terminals, yard or building for storage or servicing of trucks, trailers or buses, parking lot for trucks.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
c.	Place for exhibition, lettering or sale of gravestones or monuments.																

As a Principal Use		S-6	S-10	CR	SC	T	R.75	R12	NB	LB	CB	I-1	I-2	I-3	PSCD	OSC	RMUD
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	Y	N	N	N	N	N
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	SP/SR	N	N	N	N	N
d.	Heavy Industry																
	1. All non-conversions; and, new construction and conversions up to 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	Y	N	N	N	N	N
	2. New construction or conversion greater than 4,000 s.f. of building area	N	N	N	N	N	N	N	N	N	N	SP/SR	N	N	N	N	N
e.	Storage of flammable gas, liquids, or explosives (non-accessory)	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
f.	Any trade, industry, or other use that is noxious, offensive or hazardous by reason of vibration or noise or the emission of odors, dust, gas, fumes, smoke, cinders, flashing or excessively bright light, refuse matter or any other cause.	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N

SECTION 5.02 TABLE OF ACCESSORY USE REGULATIONS

	Accessory Use Only	S-6	S-10	CR	SC	T	R.75	R1.2	NB	LB	CB	I-1	I-2	I-3	PSCD	OSC	RMUD
a.	Within a dwelling unit that is owner occupied, renting of not more than two rooms as a lodging without separate cooking facilities and for not more than two lodgers	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	N	SP	SP	N	N	N
b.	Private greenhouse, tool shed, Swimming pool and kennel not used as a part of a business, and not offensive to the neighborhood by reason of noise, odor or other cause.	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	SP	N	SP
c.	Accessory parking and garage as permitted in Article IV	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
d.	Home Occupation	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	SP	N	SP
e.	Home Office	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
f.	Parking for Occupant's business truck, exceeding ¾ ton capacity.	SP	SP	SP	SP	SP	SP	SP	SP	Y	Y	Y	Y	Y	SP	N	SP
g.	Administrative offices, clubrooms, and common laundry room reserved for occupant's use. Accessory to multi-family dwellings.	N	N	N	N	N	Y	Y	N	N	N	N	N	N	N	N	Y
h.	Business accessory uses, usual, not to include outside service window or outdoor storage of merchandise.	N	N	N	N	N	N	N	Y	Y	Y	Y	Y	Y	Y	N	Y
i.	Outside Service Window as a Business accessory use, usual, except for outdoor storage of merchandise.	N	N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	SP	N	SP
j.	Outdoor display and storage of new merchandise subject to screening provisions.	N	N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	SP	N	SP
k.	Residence for caretaker or janitor.	N	N	N	N	N	Y	Y	N	N	Y	Y	Y	Y	Y	N	Y
l.	New and used vehicles for sale or lease and display and storage of operable vehicles only	N	N	N	N	N	N	N	N	SP	SP	SP	SP	SP	N	N	N (15)
m.	Business and professional offices, schools operated for gain, commercial recreation (if completely enclosed), private clubs, personal services (such as barber, etc.), retail stores, eating places (with or without liquor) and banks, insofar as they do not exceed 5% of the gross floor area of the apartment development on the lot.	N	N	N	N	N	N	SP	N	SP	SP	N	N	SP	SP	N	SP
n.	Licensed Day Care	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
o.	Family Day Care	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y
p.	To allow residents to garage in a permanent enclosed structure on their property Antique Motor Cars as recognized by the Commonwealth of Massachusetts Registry of Motor Vehicles	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	Y

	Accessory Use Only	S-6	S-10	CR	SC	T	R.75	R1.2	NB	LB	CB	I-1	I-2	I-3	PSCD	OSC	RMUD
q.	Activities accessory to a principal use permitted as a right that are necessary in connection with scientific research of scientific development or related production.	N	N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	SP	N	SP
r.	Games of chance or similar entertainment or amusement, operated either live or through audio or video broadcast or close circuit transmission, except at an establishment that possesses an All Alcoholic or Wine and Malt License	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N

SECTION 5.03 NOTES TO TABLE OF USE REGULATIONS

- (1) Commercial uses permitted as described in §5.01(3) (f) and (g) shall be allowed if said uses meet the following criteria; shall not exceed four thousand (4,000) square feet in a building or buildings with a Gross Floor Area of less than hundred thousand (100,000) square feet, or exceed five (5) % of the gross floor area for a building or buildings with a Gross Floor Area hundred thousand (100,000) square feet or more, except by special permit.
- (2) Multi-family uses are allowed in the CB district as of right if at least the first floor of the structure in which they are located is used for retail or other business purposes. However, not more than the first two floors may be used for retail or service related purposes in a mixed-use project.
- (3) For the purpose of this Zoning Ordinance, any public property in the OSC District sold to a private owner or owners shall be deemed to be in the CR District. Buildings that were existing at the time of the adoption of the OSC Zone may be used, reconstructed or rehabilitated for the uses permitted in §5.01.
- (4) The maximum number of automotive body work shops that shall be permitted in Watertown is eighteen (18), whether such shops are independent establishments or associated with motor vehicle repair shops or automotive sales shops. The Board of Appeals may grant a Special Permit for automobile body repair work only upon the conditions set forth in §9.05 of the Zoning Ordinance and upon the further condition that the applicant presents evidence satisfactory to the Board of Appeals that the proposed establishment will be a change of location or a replacement of an existing establishment, and that the total number of such establishments, including the applicant, does not exceed eighteen (18).
- (5) Adult stores and adult theaters, as defined in §2.00 may be allowed by special permit subject to the following findings and conditions, and to such additional terms and conditions as the Board of Appeals may impose:
 - (a) No merchandise or services prohibited as obscene and indecent not encompassed by the definition adult stores and theaters shall be disseminated or available therein.
 - (b) The permitted uses specifically exclude disseminating or offering to disseminate adult matter to minors, and suffering minors to view the displays or linger in the store shall be deemed evidence of violation of this section.
 - (c) No adult store or theater shall be located within the same block or five hundred (500) feet of a residential zone, dwelling house, school, place of worship, church, park, playground, youth center or of another adult store.
 - (d) Parking requirements for adult stores and theaters shall comply with Article VI. of said Zoning Ordinance.
- (6) In the T District, a new two family dwelling and an existing one family detached dwelling converted into a two family dwelling on lots of less than 7,500 square feet shall be permitted as of right if the total floor to area ratio (FAR) does not exceed 0.50. In the T district only, FAR does not include basement and garage area. A new two family dwelling and an existing one family detached dwelling converted into a two family dwelling on lots of less than 7,500 square feet may exceed an FAR of 0.50 if granted a special permit by the Board of Appeals, but in no instance shall the FAR exceed 0.625. A new two-family dwelling or conversion of a single-family dwelling shall be allowed on lots that were legally created before May 29, 1996 and that were deeded at 5,000 square feet or more as of that date.
- (7) All residential uses that are part of Vertical mixed-use developments shall be located only on floors above the ground floor, and in no instance shall more than 15% of any ground floor level that fronts on a public way be used for the purposes of gaining access to the residential uses.

For assisted living, the first floor shall be non-residential in nature and shall be a combination of retail and service uses, some of which may serve only the residents of the assisted living facility, to be determined through the site plan review and permitting process.

The surface area of the ground floor level façade along the public way as measured vertically from ground floor to the underside of the above floor plate and horizontally along the total length of the building fronting the public way must be composed of a minimum fifty percent (50%) transparent materials allowing unobstructed views into the building. However, parking areas or parking structures shall be screened. Commercial pedestrian entrances into these spaces must be no more than fifty (50) feet apart from one another, or from the corner of the building.

- (8) See §9.07 for Mixed-Use in the I-3 Zoning District. Within the RMUD Zoning District, Mixed-Use is only allowed for projects of two acres or larger that have filed and received an approved Master Plan Special Permit under §5.18.
- (9) Self-Service Storage Facility must be setback 50 feet from all lot lines abutting a residential use.
- (10) A parking lot for gain, as a principle use, and for more than 50 parking spaces, shall only be permitted by Special Permit in accordance with §9.05.
- (11) These conversions are only allowed if the lot fronts on a street at least 80 feet wide and new construction does not increase the existing floor area by more than 25%.
- (12) A Hotel Use, which in the Industrial 1 Zoning District fronts along a collector or arterial shall be subject to the dimensional regulations provided for in §5.04 applicable to the Central Business (CB) District with the exception that the maximum allowable height shall be 79 feet/7 stories, with a minimum 16 foot first story (ground floor to second floor), and the minimum open space requirement shall be ten percent (10%) and §5.05 (k) regulating setbacks from Residential Districts shall remain in force. If this Note conflicts with any other provision of this Ordinance the language of this Note shall control.
- (13) Residential units that are part of Mixed-Use developments shall be located primarily on floors above the ground floor, and in no instance shall more than fifty percent (50%) of the façade of the ground floor level that directly fronts onto and is adjacent to the primary public way be used for residential units. The Zoning Enforcement Officer shall determine the primary public way and the ground floor level. The remaining fifty percent (50%) of the ground floor level along the public way must have a minimum of fifty percent (50%) of its façade as measured vertically from ground floor to the underside of the above floor plate that faces the primary public way composed of transparent materials that admit unobstructed light and views into the project. Entrances into the non-residential unit spaces must be no more than fifty (50) feet apart from one another, or from the corner of the building.
- (14) In the PSCD-1 and PSCD-2 sub-categories, residential uses are permitted as described in §5.16 of the Zoning Ordinance and as indicated with in Table 5.01. Residential uses are not permitted in the PSCD-3. Mixed Use Development less than 33 feet in height and not located within the buffer areas require only a Site Plan Review (SR) permit (exempt from Special Permit) prior to obtaining a building permit. All other zoning requirements shall apply.
- (15) As part of a larger multi-tenant development, a retailer may display light duty passenger vehicles as an advertisement for sale or lease. Franchise automobile dealerships and uses as defined by § 2.56 and §2.57 of the Zoning Ordinance are prohibited

SECTION 5.04 TABLE OF DIMENSIONAL REGULATIONS

District	Min. Lot Size (s.f.)	Min. Frontage (ft)	Setbacks (ft)(p)			Max. Building Coverage (%)	Max. Impervious Coverage (%)	Max. Height (ft/stories)	Min. Lot Area Per Dwelling Unit (s.f.)	Max. FAR	Min. Open Space (%)
			Front	Side	Rear						
S-6	6,000	65	25	12/10 (e)	20	25	85	35/2.5 (j)	-	-	15
S-10	10,000	80	25	15/10 (e)	20	20	80	35/2.5 (j)	-	-	20
SC	6,500	50	15	12/10 (e)	20	30	85	35/2.5 (j)	-	-	15
T(r)	5,000 (r)	50	15	12/10 (e)	20	30	85	35/2.5 (j)	-	0.5 (r)	15
R.75	5,000	50 (f)	15	20	25	35	80	35	1,500	0.75(g)	20
R1.2	5,000	50 (f)	15	25	30	50	80	45	1,000	1.2 (h)	20
NB	-	50 (f)	-	10 (d)	15	50	90	35/2.5 (j)(n)	-	0.5	10
LB	-	40 (f)	-	15 (d)	20	80	90	40/4 (k)(n)	-	1.0	10
CB	-	(f)	-	-	-	-	100	55/5 (k)(n)	-	4.0 (o)	(n)
I-1	-	50(f)	10 Max. 30 (s)	25 (d)	30	50	90	55/5 (k) (n)	-	2.0 (i)	10
I-2	-	50(f)	10 Max. 30 (s)	25 (d)	30	50	90	55/5 (k) (n)	-	2.0 (i)	10
I-3	-	50(f)	10 Max. 30 (s)	25 (d)	30	50	90	55/5 (k) (n)	-	1.0	10
I-3 (Residential /Mixed Use)	-	50(f)	10 Max. 30 (s)	25	30	50	80	55/5 (k)(n)	800	2.0 (i)	20
PSCD	10,000	-	10 Max. 30 (s)	0/Shared party wall or 18 ft	18	50 (t)	80	Min. 24 Max. 55/5(u)	1000	1.0 (v) Mixed Use 2.0	20
RMUD	10,000 (w)	50 (f)	10 Max 30 (s) (p)	15 (d)	20 (p)	75	85	55/5 (n)	N/A	1.0 (i)	20
OSC	-	50	50	25	50	15	25	35/2.5 (j)	-	0.1	75
CR	40,000	100	50 (m)	30 (m)	50 (m)	15	35	35/2.5 (j)	10,000	-	65
RO	10,000	50	-	15	20	65	85	43/4	-	2.0 (q)	15
Lots Legally Created after 5/29/96											
S-6	6,000	65	25	12/10 (e)	20	25	85	35/2.5 (j)	-	-	15
SC	7,500	50	15	12/10 (e)	20	30	85	35/2.5 (j)	-	-	15
T	7,500	50	15	12/10 (e)	20	30	85	35/2.5 (j)	-	-	15

SECTION 5.05 NOTES TO TABLE OF DIMENSIONAL REGULATIONS

- (a) Exempt religious and educational institutions may not be more than three (3) stories or forty (40) feet high.
- (b) A dwelling to be erected between two (2) existing dwellings adjacent to the lot need not have a front yard greater than the average of the yards in front of the two (2) existing dwelling
- (c) A rear yard or side yard may contain accessory buildings not over one (1) story high and covering not more than thirty percent (30%) of the required yard area.
- (d) Side yards between buildings without dwelling units may be omitted by Special Permit provided that the side yard does not adjoin a Residence district, and that the access of emergency equipment to the rear parking is not rendered inaccessible. For new construction of three (3) or four (4) family dwelling structures or rowhouses, side yards shall be required at the side lot as at the end of each row of attached dwelling. When the row of dwellings is facing the street, no single side yard shall be less than (ten) 10 feet wide. When the row is facing the side yard, no single side yard shall be less than fifteen (15) feet wide. No row shall consist of more than eight (8) dwellings, and each dwelling shall be a minimum of twenty (20) feet, measured between the common walls.
- (e) The minimum setback for one (1) side yard must be at least the first number listed and for the other side yard the second number listed. The side yard in which the driveway is located must be at least twelve (12) feet in width and further, the paved driveway shall be not less than eight (8) feet in width. At least four (4) feet of the driveway side yard, measured from the lot side boundary, shall be a buffer zone landscaped with natural, non-invasive plantings. For purposes of §6.02, the driveway side buffer zone shall not be used for off-street parking. Also, see §4.11, Exceptions to Setback Requirements.
- (f) The minimum frontage of the lot shall be one hundred (100) feet for new construction of multi-family dwelling structures, townhouses, and rowhouses.

For all new construction in the RMUD, NB, LB, CB, I-1, I-2, and I-3 Districts the maximum length of a contiguous building façade shall be no more than one hundred fifty (150) feet long or up to two hundred and fifty (250) feet long by Special Permit in keeping with adopted Design Guidelines. Offsets of a minimum of twenty five (25) feet in depth and fifty (50) feet in length, shall be incorporated for facades to not be considered contiguous. The maximum linear dimension of a building shall be less than three hundred (300) feet long, unless a project of greater length, by Special Permit, is determined to be in keeping with adopted Design Guidelines. Buildings with a substantial, publicly-accessible pass through at the ground floor that is a minimum of fifty (50) feet across and twenty (20) feet in height, or an equivalent area, may be considered as separate buildings, as determined by the Zoning Enforcement Officer.

Exceptions – In the RMUD, both the maximum contiguous wall and the overall length of a building may be increased through the use of a Master Plan Special Permit, but any increase must be in-keeping with adopted Design Guidelines and the local context.

- (g) In the R.75 district, development shall be allowed by right up to an FAR of 0.75 without a special permit and without affordable housing requirements if the total number of dwelling units is five (5) or less. However, if more than five (5) units are developed, a special permit is required under §9.05, and the project is subject to the affordable housing requirements set out in §5.07.
- (h) In the R1.2 district, development shall be allowed by right up to an FAR of 1.2 without a special permit and without affordable housing requirements if the total amount of dwelling units is five (5) or less. However, if more than five (5) units are developed, a special permit is required under §9.05, and the project is subject to the affordable housing requirements set out in §5.07.
- (i) No use in the RMUD, I-1, I-2 or I-3 Districts shall exceed an FAR of 1.0 without receiving a special permit consistent with §9.03-9.15 and in no instance shall the increased intensity of use allowed by

the special permit exceed an FAR of 2.0. In addition, no residential use in the I-3 district shall be allowed without receiving a special permit consistent with the above noted sections and §5.07.

- (j) For all residential development in the S-6, S-10, SC, T and OSC zoning districts the height of the highest eave (intersection of the roof line and wall line) shall not exceed (twenty-six) 26 feet.
- (k) For all uses allowed by special permit in the CB, LB, I-1, I-2 and I-3 districts no part of any structure when abutting a residential zoning district shall be closer than twenty-five (25) feet as measured perpendicular to the property line of said residential district. At twenty-five (25) feet from said property line, beginning at a height of twenty-five (25) feet measured from the grade plane described in §2.24, a structure shall increase in height no more than a ratio of 1:1 (45 degrees) moving perpendicularly away from the property line, with a maximum height as outlined per §5.04 and § 5.05. Further, in the required twenty-five (25) foot setback for all structures at least fifteen (15) feet of said area shall be primarily landscaped or screened by fencing to serve as a year-round visual buffer where the proposed project abut a residential zoning district.
- (l) In the I-1, I-2 and I-3 districts, fences shall have a maximum allowable height of eight (8) feet. In all other districts, fences shall have a maximum allowable height of six (6) feet. Further, no accessory recreational structure such as a basketball court, tennis court or similar recreational area shall be allowed within five (5) feet of any lot line.
- (m) The minimum distance between any two (2) structures in the CR zone shall not be less than one-half the average heights between the two (2) buildings in question, except structures that are used for allowed accessory purposes.
- (n) For Mixed-Use development of any type (Residential and Commercial) the minimum open space requirement shall be twenty percent (20%).

For office buildings or mixed-use developments in the NB, LB, CB, RMUD, I-1, I-2, and I-3 Districts greater than or equal to ten thousand (10,000) gross square feet or containing ten (10) or more residential units, the minimum building height is twenty four (24) feet. For the RMUD see §5.18 (c)5 for minimum and maximum heights.

- (o) For mixed-use projects of any type (Residential and Commercial) the Maximum Floor Area Ratio shall be 4.0.
- (p) No residential or mixed commercial residential structure shall be allowed within twenty-five (25) feet of any OSC district boundary and no industrial or commercial structure within fifty (50) feet of an OSC district boundary if it is located on a parcel greater than twenty-five thousand (25,000) square feet; if less than twenty-five thousand (25,000) square feet the required district setbacks shall apply , except in the RMUD.

Specifically, in the RMUD, by Special Permit, a project may incorporate publically accessible open space to offset required setbacks, with reduced setbacks to be no less than existing adjacent buildings on the same lot or adjacent lots. At a minimum, the allowance for reduced setbacks shall include consideration of improving adjacent public parkland, with public access and amenities for community uses in proposed private open space within a project.

- (q) See §5.08(d)(1) and §9.06(b). In the RO district, the projects containing only commercial uses, the maximum FAR is 1.5. For projects that contain any residential units, the maximum FAR is 2.0. Affordable housing requirements under §5.07 shall apply.
- (r) In the T district, a new two (2) family dwelling and an existing one (1) family detached dwelling converted into a two (2) family dwelling on lots of less than 7,500 square feet shall be permitted as of right if the total floor area ratio (FAR) does not exceed 0.50. In the T district only, FAR does not include basement and garage area. A new two (2) family dwelling and an existing one (1) family detached dwelling converted into a two (2) family dwelling on lots of less than 7,500 square feet may exceed an FAR of 0.50 if granted a special permit by the Board of Appeals, but in no instance shall

the FAR exceed 0.625. A new two-family dwelling or conversion of a single-family dwelling shall be allowed on lots that were legally created before May 29, 1996 and that were deeded at 5,000 square feet or more as of that date.

- (s) The build-to-line shall be ten (10) feet for commercial and industrial uses and portions of a mixed use project with commercial on the first floor. A build-to-line of 15 feet shall apply to sites with residential only uses and/or all portions of buildings not located over a commercial space.

The build-to-line may be increased up to a maximum of thirty (30) feet for purposes of amenities such as a plaza, square, courtyard, recessed entrance, sidewalk, multi-use path or outdoor dining, but not intended for automobile use and may be increased above thirty (30) feet to accommodate façade offsets pursuant to §5.05(f) or as specified in §4.11(d).

In addition, an increased build-to-line up to thirty (30) feet may be required if it is determined that a strict adherence to the ten (10) foot build-to line is inconsistent with the Pleasant Street Corridor Plan or adopted Design Guidelines as determined by the SPGA.

In the case of multiple buildings on one lot, at least one building shall comply with the determined build-to-line, but in no instance shall buildings span less than a minimum of twenty-five percent (25%) of the lot frontage at the determined build-to-line.

- (t) In the PSCD, the maximum building coverage may be increased to 60% by Special Permit in accordance with §5.16(h).
- (u) In the PSCD, the maximum allowable height may be increased up to 66 feet/6 stories with 15 foot step back from the buildings front facade by Special Permit in accordance with §5.16(d) & (h).
- (v) In the PSCD, the maximum FAR may be increased to 2.0 by Special Permit in accordance with §5.16(d) & (h).
- (w) Existing lots in the RMUD District that are less than 10,000 sf and were established prior to January 1, 2015, shall be deemed to be conforming as to minimum lot size.

SECTION 5.06 FLOODPLAIN DISTRICT

(a) Intent and Purpose

The purposes of this district are:

1. To provide that lands in the Town of Watertown subject to seasonal or periodic flooding as described hereinafter shall not be used for residence or other purposes in such manner as to endanger the health or safety of the occupants thereof.
2. To protect, preserve and maintain the water table and water recharge areas within the Town so as to preserve the present and potential water supplies for the public health and safety of the residents of the Town of Watertown.
3. To assure the continuation of the natural flow pattern of the water courses within the Town of Watertown in order to provide adequate and safe floodwater storage capacity to protect persons and property against the hazards of flood inundation.

(b) District Delineation

1. The floodplain District is defined as all special flood hazard areas within the Town of Watertown designated as Zone A and AE, on the Middlesex County Flood Insurance Rate Map (FIRM) issued by the Federal Emergency Management Agency (FEMA) for the administration of the National Flood Insurance Program. The map panels of the Middlesex County FIRM that are wholly or partially within the Town of Watertown are panel numbers 25017C0414E, 25017C0418E, 25017C0419E, 25017C0552E, 25017C0556E, and 25017C0557E dated June 4, 2010. The exact boundaries of the District may be defined by the 100-year base flood elevations shown on the FIRM and further defined by the Middlesex County Flood Insurance

building practices and ecological site design. Development will strive to address the highest sustainable and ecological principles, using advanced green technologies and materials, and promoting high-performance buildings. Stormwater management practices must prevent flooding and erosion, and protect the health of the Charles River and local streams and ponds, using green infrastructure approaches where feasible. New buildings should be constructed with local, low-embodied energy materials and constructed with the highest standards for environmental sustainability.

SECTION 5.18 REGIONAL MIXED USE DISTRICT (RMUD)

Watertown's Design Guidelines were created *"to enhance the economic vitality of selected commercial areas through attractive, consistent design."* The commercial corridors and squares of Main Street, Pleasant Street, Galen Street, North Beacon Street, Mt. Auburn Street and Arsenal Street are being positively impacted by the Design Guidelines and Standards as they are clarifying expectations about what development should look like and raising the quality of construction.

As the Town's primary commercial corridor, the eastern portion of Arsenal Street has some of the largest retailers in the region. With sufficient private and public infrastructure this area warrants greater density in light of the size of the geography and its catalytic and transformative potential for the region. The scale of development in this area merits greater height, massing and signage requirements for new construction commensurate with its role as a regional attraction and destination.

(a) Intent and Purpose:

The Regional Mixed Use District [RMUD] has been enacted to assist, promote, and guide the orderly conversion and redevelopment of the Arsenal Street Corridor. The establishment of the RMUD is intended to accomplish the following objectives:

- (1) Facilitate transformative development consistent with Watertown's goal to promote mixed use development that includes a mix of larger and smaller scale retail, office, hospitality, multi-family residential and research and development uses, and that serves regional demand.
- (2) Allow development at a density, scale and character appropriate to define a corridor that is a major gateway for the Town; Additional height may be appropriate in such Gateway Locations where consistent with Watertown's economic development goals, and the adopted Design Guidelines, as they may appropriately apply to development in the RMUD; Additional density and/or reduced parking space requirements may be appropriate in the District where consistent with the goal of reducing traffic congestion and improving multi-user transit services and in compliance with any Transportation Demand Management policy adopted by the Town.
- (3) Enhance the quality of life, including promoting the development of a high quality public realm,
 - o which is aesthetically pleasing and consistent with Watertown's Design Guidelines
 - o that provides a well-articulated pedestrian environment which implements Complete Street concepts and adopted Complete Streets Policies
 - o that promotes porous frontages which create connections to surrounding neighborhoods and the Charles River
 - o which includes public art.
- (4) Enhance publically available open space networks by connecting to and integrating with adjacent state, municipal and privately-owned parcels, where appropriate, encouraging private land owners to permanently preserve open space, being sensitive to the Charles River reservation, and furthering private remediation and public access to Sawins Brook and Pond and Williams Pond.
- (5) Respect historic assets and architectural features that help define the character of the community and encourage preservation and restoration of historic buildings.
- (6) Incentivize real estate investment that will enhance the diversity and maximize the value of the Town's tax base.

- (7) Use "green" building practices that encourage energy efficiency, manage stormwater, protect the riparian habitat, and are planned, designed, constructed, and managed to minimize adverse environmental impacts.
- (8) Encourage development that accommodates and promotes multi-modal access, transit between the Arsenal Corridor and mass transit stops, management of transportation demand to reduce automobile use, and mitigates deterioration of the level of affected intersection service for all transportation modes.
- (9) Facilitate the development of a continuum of housing options that:
 - o supports residences within walking or cycling distance to employment and leisure uses,
 - o promotes and maintains a diverse housing stock and opportunities for lower- and middle-income households, and
 - o enhances a transition between Arsenal Street and the abutting residential neighborhoods, while discouraging residential development as a first floor use with direct frontage on Arsenal Street.

(b) District Delineation

The boundaries of the Regional Mixed Use District [RMUD] shall be as defined on the Zoning Map of Watertown, Massachusetts, as amended. The provisions of this section shall apply only to the Regional Mixed Use District.

(c) Dimensional Criteria

- (1) Alterations, additions and extensions of nonconforming structures shall be subject to § 4.06.
- (2) No use in the RMUD shall exceed an FAR of 1.0 without receiving a Special Permit or Master Plan Special Permit pursuant to §9.03-9.05 and 9.09-9.13 and in keeping with the intent and purpose of the RMUD Ordinance pursuant to §5.18.a, and in no instance shall the increased intensity of use allowed by Special Permit exceed an FAR of 2.0.
- (3) Minimum Lot Area per Dwelling Unit: N/A
- (4) Minimum Lot Frontage: 50 feet, subject to § 5.05(f)
- (5) Height of Building:
 - (A) Minimum height of building: For office buildings and mixed-use developments in the RMUD greater than or equal to ten thousand (10,000) gross square feet or containing ten (10) or more residential units, the minimum building height is twenty four (24) feet.
 - (B) Maximum height of building: 55 feet, or 79 feet by Master Plan Special Permit, or 130 feet by Master Plan Special Permit within a defined mixed-use project, using adopted Design Guidelines provided the project includes a diversity of building heights and furthers the intent and purpose (§5.18.a) of the RMUD.
 - (C) In granting a Master Plan Special Permit, and in granting a Special Permit, for a project which includes a building listed on the National or Massachusetts State Register of Historic Places, the SPGA shall determine that the height and roof ridge line of such historic structure shall not be increased.
- (6) Maximum Total Building Coverage: Seventy-five percent (75%).

- (7) Minimum Open Space: All new developments shall have at least 20 percent (20%) of the total site area devoted to Open Space; required setbacks shall be considered as part of the total area for Open Space. The required Open Space shall not be used for parking, loading, or roadway purposes. Fifty percent (50%) of the required Open Space shall be publicly accessible.

There shall be a 100-foot wide open space area parallel to Greenough Boulevard. Except as set forth in this §5.18.c.7, no structure shall be built within this 100-foot area. Through a Master Plan Special Permit, buildings which existed within this 100-foot area as of September 25, 2015, may be expanded within this 100-foot area but in no instance may an addition encroach closer to Greenough Boulevard than the existing structure.

(8) Setbacks:

(A) Front: Build-to-line of ten (10) to thirty (30) feet as specified in §5.04 and 5.05(s); per §5.05(p), the front build-to-line may be reduced to be consistent with surrounding existing buildings by Special Permit.

(B) Side: 15 feet; per §5.05(d), side yards may be omitted by Special Permit provided that the side yard does not adjoin a Residential District or a Residential Use in existence on September 25, 2015, and that access to the rear is appropriate.

(C) Rear: 20 feet; per §5.05(p), rear yards may be reduced to be consistent with surrounding existing buildings by Special Permit.

(D) Special setbacks and stepbacks: Any structure within fifty (50) feet of Open Space/Conservancy (OSC) zoned land, and the façade of any structure which fronts on a public way, shall be required to incorporate appropriate setbacks, stepbacks, and/or other techniques, in keeping with adopted Design Guidelines, to mitigate potential adverse impacts on environmentally sensitive areas and public ways, as determined by the SPGA.

- (9) Minimum Lot Size: 10,000 square feet; Existing lots per §5.05(w).

(d) Parking Requirements:

(1) Off-street parking shall comply with the requirements of Article VI of the Watertown Zoning Ordinance.

(2) Separation of Parking Costs: Any parking spaces offered to residents of the residential component of a new development should, to the greatest extent practicable, be offered as a fee-based option distinct from charges established for renting, leasing, or purchasing primary-use space within the development. These fees should reflect a reasonable representation of the market value of the parking space(s).

(3) Smart Parking Technology: For projects with structured parking of over 100 spaces, it is required that said structured parking install and employ smart parking technology (e.g. equipment to count the number of vehicles entering and exiting the parking area, availability of spaces, etc.).

(e) Signs and Illumination:

Signage shall comply with the requirements of Article VII of the Watertown Zoning Ordinance.

(f) Design Guidelines:

Per §9.03(d), developments in the RMUD with four or more residential units or 10,000 square feet of new development or greater are subject to review according to the Town of Watertown's adopted Design Guidelines.

(g) Affordable Housing:

An application for a Master Plan Special Permit shall provide at least fifteen percent (15%) of the total dwelling units as affordable housing and otherwise be consistent with the requirements of §5.07.

(h) Authority and Procedure:

Any project requiring relief per §5.01 of the Ordinance shall be subject to §9.03 and §9.05 of the Watertown Zoning Ordinance, or a Petitioner/Project may seek, as an alternative approval process, a Master Plan Special Permit under §5.18(g), if a project encompasses a minimum of two (2) acres.

Master Plan Special Permit with Site Plan Review:

The revitalization and redevelopment of property in the RMUD may involve new uses and buildings, additional structured parking, enhanced landscaping, and other significant changes. The projects may occur over time, and in phases.

In order to ensure that nearby and Town-wide traffic, infrastructure, density, connectivity and visual impacts, etc., from such projects are identified and coherently planned to include appropriate mitigation, the Petitioner may seek conceptual Master Plan level approval of a large scale project. This approval shall be followed by detailed Final Site Plan Review Approvals of individual projects or buildings under § 9.03 that are to occur later, before issuance of any Building Permits.

A Master Plan-level review provides the Petitioner with the benefit of advance conceptual approval for multiple projects to be implemented over time. It also provides both the Petitioner and the Town with the opportunity and mechanism to consider and address the cumulative impacts of all individual phases and for the holistic consideration and mitigation planning for the entire larger-scale project(s) that may be built in phases.

- (1) Procedure: Notwithstanding anything to the contrary within the Watertown Zoning Ordinance or more specifically within Article IX, in the RMUD, the Planning Board shall be the Special Permit Granting Authority (SPGA) for all Master Plan Special Permits and Amendments in accordance with §9.03.
- (2) Application: A Petitioner proposing to construct one or more buildings (which may include structured parking and may include alterations to one or more existing buildings) may seek approval of the overall project through a Master Plan Special Permit. An application for a Master Plan Special Permit shall include, at a minimum, for each proposed new building, structural alteration of an existing building, or principal use outside of a building:
 - (A) The proposed location, approximate footprint, height, and gross floor area.
 - (B) Building elevations showing principal building entrances, overall building massing, rooflines, and general fenestration patterns and will require multiple three-dimensional elevations; Applications for one or more buildings greater than 79' in height shall include design details for such building(s) sufficient to enable a decision whether height above 79' is appropriate given the massing of the proposed building(s) and the location in relation to other buildings, streets and open spaces, including public open spaces adjacent to the site.

- (C) Cross section drawings indicating the relationship of the building or buildings to nearby buildings, buildings on adjoining properties, streets open spaces, and parklands. Both aerial and pedestrian level 3D views shall be included to fully depict the visual impact of the design from both public ways and from several key view points within the project development area.
- (D) Identification of all principal and accessory uses, other than parking and any alterations or demolition of existing structures, with care given toward protecting historic resources that help define and contribute to the character of the Arsenal Street Corridor.
- (E) Vehicle and bicycle parking areas or facilities to be provided.
- (F) Proposed design criteria establishing a palette of building materials, architectural elements, and landscaping elements to be finalized for each individual building during later, detailed Site Plan Reviews.
- (G) Shadow Analysis depicting internal and external impacts of morning, mid-day and evening shadows at both solstices and equinoxes.
- (H) Traffic Impact Assessment (TIAS) of traffic generation and onsite/offsite impacts including a Transportation Demand Management Plan with a reporting mechanism to the Town;
- (I) Verification that adequate sewer capacity is available or that the project will suitably increase capacity as required.; and
- (J) Complete, conceptual level stormwater management plan demonstrating the development's approach to onsite Stormwater Management and adequacy of connections to regional mains.
- (K) Open Space Plan, including location, size, characteristics (pervious vs impervious), uses and public accessibility of all open space areas. Conceptual wayfinding signage for paths, access to parks, and transit, at a minimum, with detailed plans to be submitted within a signage packet as part of a Building Permit.
- (L) List of required Federal, Massachusetts, or Watertown environmental licenses, permits, filings, or restrictions, currently in effect or anticipated.

(3) Review of Application:

The SPGA shall hold a public hearing in accordance with procedures outlined in § 9.04. The SPGA shall not approve a Master Plan Special Permit unless it finds that the four conditions for Special Permit approval set forth in § 9.05(b) of this Zoning Ordinance have been met and that the proposed development will be in-keeping with the intent and purpose of the RMUD as set forth in §5.18(a).

The Petitioner's submission of and the review of the conceptual level plan component of a Master Plan Special Permit shall include two public information meetings and shall otherwise follow the procedures set forth in §9.03. The SPGA shall not approve such a Master Plan Special Permit unless it finds that the Petitioner has satisfactorily addressed, at a conceptual level, the ten criteria listed in §9.03(c).

(4) Parking Reduction:

In granting a Master Plan Special Permit, the SPGA may reduce the number of required parking spaces, based on the availability of public transportation alternatives at or near the RMUD master-planned project, the transportation demand management programs implemented or to be implemented as part of the RMUD Master Plan, compatibility with any transportation policy adopted by the Town, the ability of uses with peak user demands at different times to share parking spaces or other factors for which the Petitioner provides (i) a parking study or analysis prepared under the direction of a Professional Engineer or Architect with the requisite experience in conducting such analysis, using standards and methodologies promulgated by the Institute of Transportation Engineers, the Urban Land Institute, or other appropriate source, and (or including) (ii) a transportation demand management plan prepared to best practices standards for such plans in Massachusetts.

In addition, the SPGA may allow the Petitioner to temporarily further reduce the amount of parking provided as part of a master-planned project during a phase(s) of an approved large-scale mixed-use project if existing parking spaces will be eliminated during a phase of implementation, to be replaced in that or a later phase of implementation, for example if a structured parking facility is to be built on the location of an existing surface parking lot. In determining whether to grant such a temporary further reduction of the amount of parking, the SPGA shall take into consideration the factors set forth above in this subsection and the applicant's proposals, if any, to provide substitute off-site parking or other interim measures to reduce the demand for parking within the master-planned project.

(5) Final Site Plan Review:

Prior to the issuance of a Building Permit for any building approved under a Master Plan Special Permit, the Petitioner shall obtain Final Site Plan Review of the final design details of the proposed building(s) and any related landscaping or other improvements following the procedures set forth in §9.03 of this Zoning Ordinance.

(6) Amendments to an approved Master Plan Special Permit:

Changes to an approved Master Plan Special Permit site plan that are Minor, as determined by the SPGA or Director of the Department of Community Development and Planning (Director), may be approved as part of the Final Site Plan Review for the associated building(s).

(7) Lapse of a Master Plan Special Permit: A Master Plan Special Permit will be required to include a phasing plan for implementing the Master Plan Special Permit.

(A) The Permit shall be deemed to have been exercised for purposes of §9.13 of the Zoning Ordinance and Section 9 of the Massachusetts Zoning Act, M.G.L. c. 40A, if, within one year from the date of the grant of the SPGA's Master Plan Special Permit, the Petitioner has applied for Final Site Plan Approval of a building or outdoor use, and if within two years of such date, construction of an approved building or commencement of an approved principal use outside of a building has begun, in either case except for good cause. A Master Plan Special Permit will expire ten years from the grant of approval if construction of all phases have not commenced, as described above, except for good cause. A petitioner may request extensions of the phasing plan and/or implementation through a request to the SPGA prior to permit expiration, and if the SPGA does not grant a request for extension, a petitioner will be required to submit for an amendment or new permit. The time periods referenced above shall

not include such time required to pursue or await the determination of any appeal under M.G.L. c. 40A, §17.

(i) Circulation:

- (1) Special attention shall be given to infrastructure and design that will create direct public bicycle and pedestrian path connections with adjacent public bicycle or pedestrian paths, and that minimizes barriers separating such paths.
- (2) When appropriate, a conceptual wayfinding signage proposal for paths, access to parks, and transit, at a minimum, with detailed plans shall be submitted within a signage package as part of a Building Permit.



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December 9, 2016

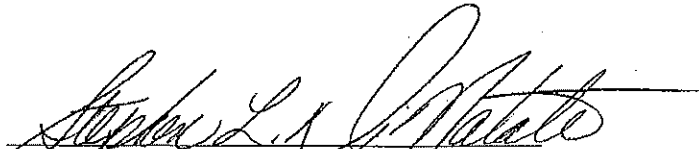
NS AJO Holdings, INC.
Attn: Mr. Aidan O'Donovan
67 Dana Street, #1
Cambridge Ma, 02138

Dear Mr. O'Donovan,

I Stephen, L. DiNatale, Mayor of the City of Fitchburg, do hereby provide this letter of non-opposition to NS AJO Holdings, INC. to operate a Registered Medical Marijuana Dispensary (RMD) facility in the City of Fitchburg, MA

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.

Respectfully yours,


Stephen L. DiNatale, Mayor City of Fitchburg

12/9/16
Date