



**Hubbardston Select Board Meeting
May 7, 2024**

Notice is given as per the provisions of MGL Chapter 4, Section 27 that the Select Board of the Town of Hubbardston, Massachusetts, will convene a meeting at 6:30 p.m. May 7, 2024 at the Slade Building, 7 Main Street, Hubbardston, MA 01452 there and then to act on the following agenda:

- I. Meeting Called To Order - 6:30 PM**
- II. Open Session**
- III. Communications, Announcements, Liaison Reports**
- IV. Consent Agenda**
 - A. Minutes
 - a. [March 18, 2024 - Select Board Meeting](#)
 - b. [April 1, 2024 - Select Board Meeting](#)
 - B. Appointments

NAME	POSITION	DEPARTMENT	Expires
Christina Jeffers	Assessors Clerk	Assessors	6/30/2024

- C. Wage Authorization

NAME	POSITION	DEPARTMENT	Wage	Status
Christina Jeffers	Assessors Clerk	Assessors	\$19.06 (12)	New Hire

V. New Business

- A. [2024 Annual Town Meeting Warrant: Final Review and Select Board Recommendations](#)
- B. [Staff Annual Goals Review](#)
- C. [Mass.Gov Domain Name Request](#)
- D. [Marijuana Host Community Agreements](#)
- E. [Proposal for Finance & HR System Upgrades](#)

VI. Old Business

VII. Town Administrator's Report

VIII. Policies to review

IX. Matters not reasonably anticipated by the Chair

X. Public/Press Questions

XI. Adjournment

Upcoming Events:

- Next Regular Meeting - May 20, 2024
- May 20, 2024 - Sign Election and Annual Town Meeting Warrant

MEETINGS ARE RECORDED AND TELEVISED



SELECT BOARD MEETING MINUTES March 18, 2024 SLADE BUILDING

Attendance:

Members Present: Jeff Williams – Chair, Katie Young – Vice Chair, Heather Munroe – Clerk, Peter Walker–Member, Kris Pareago - Member

Staff Present: Nathan Boudreau – Town Administrator

Members absent:

Additional Attendees: Mike Stoll, Amit Kaul, Francois Steiger, Charles Reed, Kristofer Munroe, Ed Blanchard via Zoom,

Session opened at: 6:30 pm Chair Williams reminded everyone that the meeting is being recorded.

Open Session: Chair Williams stated that Mr. Blanchard is here to discuss Comet Pond, which was discussed at length several weeks ago. Chair Williams turned the floor over to Mr. Blanchard. Mr. Blanchard would like to have entered into tonight's meeting the email and the questions which were previously sent to the Select Board. The questions Mr. Blanchard has this evening are: Does the Select Board have any concern about DCR's decision to allow open water swimming at Comet Pond? Does the Select Board have any concerns regarding safety and swimmers, parking concerns or water quality issues? Does the Select Board wish to be proactive and work with DCR to get the best possible plan for implementation? Will the Town of Hubbardston have any responsibility for a drowning swimmer or a RT. 68 parking accident due to parking on the shoulder and having traffic going by at 50 mph? Does the Select Board wish to have any input regarding our town's most precious natural resource? Mr. Blanchard stated he will now leave it with the Select Board and legal council to decide the next steps to be responsible to the changes coming to Comet Pond. Chair Williams stated that enforcement would be next to impossible plus the cost factor involved to the town. TA Boudreau stated that the Hubbardston Select Board will always care about safety and has taken a public stance about a year ago regarding this very topic. There are too many questions that are unanswered and the Select Board is looking into these questions. Mr. Blanchard thanked the Select Board for their time.

Announcements, Communications, Liaison Reports – Vice Chair Young stated that on March 20th at 10 am, the library will have a fund raiser where the children can come to story time and parents can take photos of their child with real bunnies for a \$15.00 donation per family. On Saturday, March 23 at 10 am, there will be an easter egg hunt at the rec field rain or shine. It is put on by the Parks Dept as well as the Girl Scouts. Bring a basket/bag to collect your eggs in. On April 20th from 8 am – Noon, there will be a Keep Hubbardston Beautiful day held at the Rec Field. The Girl Scouts will have a bottle and can fund raiser and the Boy Scouts will have a scrap metal fund raiser. There is a flyer on the internet under

Special Events and that is where you will be able to see a list of items that will be accepted. This event will happen rain or shine. There are scholarships available for those graduating and there is one available for those going back to college. The Country Hen Scholarship application is due on April 22, the Hubbardston Scholarship Committee has three scholarships available and those can be found on their website. One scholarship has a deadline of April 15th. The Lion's Club also has a scholarship available and the deadline for that is May 5th and can be found on Facebook. The Hubbardston Fair is coming up on June 8th with a rain date of June 9th and will be from 9 am – 2 pm at the Rec Field.

Town Administrator FY25 Proposed Budget Presentation - Chair Williams asked the members of the Finance Committee to join the Select Board at the table. TA Boudreau thanked everyone for coming and allowing him to speak on the budget. This presentation will basically be to get the conversation going and over the next few months, there will be questions that create change and then the final budget will be created. The budget that TA Boudreau put on the screen is the most up to date budget at this time. TA Boudreau stated the presentation will include key highlights, changes from the previous year and areas for discussion. The total proposed budget is 11,096,040. This is a 4.9% increase from FY24. TA Boudreau spoke in length regarding the budget. TA Boudreau did let the Select Board know that he has increased the budget for the Town Clerk position to keep it comparable to other communities. This opened up a discussion regarding the retention of a Town Clerk and if there is anything the town could do to ensure this kind of turnover doesn't continue to happen. TA Boudreau continued to go through the budget, department by department. This presentation can be found in full on the town's website under meetings. At the end of the presentation, Chair Williams did speak to how it is hitting home that the town is seeing cuts, decreases and this is what is going to be like for some time. Chair Williams is hoping that the people of the community can see that the town is doing the best it can with what it has.

Consent Agenda - Chair Williams stated that there are minutes on the consent agenda from February 20, 2024. The following are appointments that the chairs of the committees have already approved – Denise MacAloney as Interim Town Clerk for \$50.00 per hour for a maximum of 12 hours expires June 30, 2024. Mike Stoll to the Open Space Committee as a member expiring June 30, 2024. Tina Dixon as the Assistant Emergency Management Director expiring on June 30, 2024. Rebecca Lloyd as a member of the Agricultural Commission expiring June 30, 2024. Christine Barbera as a member of CPC expiring June 30, 2027.

Motion to accept the consent agenda as presented by K. Young. 2nd by H. Munroe. Discussion: None. All in favor. Yes – 5. No – 0. Motion Passed.

New Business:

Open Annual Town Meeting Warrant –

Motion made to open the Annual Town Meeting Warrant by K. Young. 2nd by H. Munroe. Discussion: None. All in favor. Yes – 5. No – 0. Motion Passed.

Surplus Request – 2009 Ford Explorer (DPW) - TA Boudreau stated a surplus request was made by the DPW director and if approved the Ford Explorer would be disposed of in accordance with the surplus policy. This is a former police cruiser that was then sent to the DPW for a couple of years. It now has high mileage, there is a hole in the floor and it doesn't go in reverse. TA Boudreau respectfully requests that the Select Board approve this surplus request.

Motion made to declare the 2009 Ford Explorer as surplus and authorize the Town Administrator to dispose of it in the best interest of the town by K. Young. 2nd by H. Munroe. Discussion: None. All in favor. Yes – 5. No – 0. Motion Passed.

Re-Authorization of Host Community Agreement – Paper Crane – Chair Williams stated that this is being removed from the agenda

Planning Board Request – Accessory Rural Enterprise Regulation Amendments - Chair Williams asked Planning Board Chair Kristofer Munroe to join the Select Board at the table. Planning Board Chair Munroe is here to ask the Select Board to refer two bylaw revisions back to the Planning Board so that they can hold a public hearing. The first is an agritourism/ecotourism by law. A subcommittee was created for this years ago. The subcommittee created a draft and was then referred to the Planning Board. There was a grant that came in from the MRPC for this as well. This is to promote agritourism and ecotourism. This is a usage that generally folks in the towns support. The bylaw is essentially a modification of an accessory use bylaw. There are certain requirements to be considered for this. Planning Board Chair Munroe continued to discuss what would qualify for these uses and answered some questions that the Select Board brought up.

Motion made to send the accessory rural enterprise zoning bylaw amendments back to the Planning Board for study, report and public hearing by K. Young. 2nd by H. Munroe. Discussion: None. All in favor. Yes – 5. No – 0. Motion Passed.

Old Business: None

TA Report- TA Boudreau stated that between emails and what was presented during the budget presentation he really doesn't have much more to add. The formal TA Report is on the website.

Policies to Review - None

Matters not reasonably anticipated by the Chair – Planning Board Chair Munroe asked to speak on the Battery Energy Storage System bylaw (BESS). TA Boudreau stated he is not opposed to allowing Planning Board Chair Munroe to speak to a revision to the Battery Energy Storage System bylaw that they would like to potentially be able to bring up at Town Meeting after study, report and public hearing. PB Chair Munroe stated that a little bit ago, there was an article on the warrant for a Battery Energy Storage System Bylaw. It was disapproved because the State read it in the most confining way possible and it also got caught up in a political moment. The bylaw got denied even though it would enable BESS with some restriction in all zones in the town. The Planning Board would like to have the opportunity to review a modified bylaw of one the Select Board already asked the Planning Board to look at a couple years ago. PB Chair Munroe explained why there is a need for these storage systems in the state. PB Chair asked if the Select Board would refer that back to the Planning Board for further study, review and public hearing.

Motion made to send the Grid Scale Battery Energy Storage System zoning bylaw amendments be put back to the Planning Board for further study, report and public hearing by K. Young. 2nd by H. Munroe. Discussion: None. All in favor. Yes – 5. No – 0. Motion passed.

Public/Press Questions – None

**Motion to adjourn at 8:49 pm by K. Young. 2nd by H. Munroe. Disussion: None. All in favor. Yes – 5.
No – 0. Motion Passed.**

Respectfully Submitted by:

Toni Walker
Executive Assistant



SELECT BOARD MEETING MINUTES

April 1, 2024

SLADE BUILDING

Attendance:

Members Present: Jeff Williams – Chair, Katie Young – Vice Chair, Peter Walker–Member, Kris Pareago – Member, via ZOOM

Staff Present: Nathan Boudreau – Town Administrator

Members absent: Heather Munroe

Additional Attendees: Francois Steiger, Tim Hawley, Cathy Hansgate

Session opened at: 6:30 pm Chair Williams reminded everyone that the meeting is being recorded.

Open Session: Chair Williams asked Board of Health Chair, Cathy Hansgate, to come up to join the Select Board. BOH Chair Hansgate came to speak to the Select Board regarding the recycling seminar that she attended last week. Chair Hansgate stated that the Board of Health does not have plans to reopen the recycling center partly because the upgrades needed at the recycling center to collect would require a complete change to how it was done previously and it would be a large expense. The Board of Health does have links on their web page to direct residents where they can go to recycle certain items. The Board of Health will permit trash haulers as long as the paperwork is done and all pertinent fees are paid and they have the appropriate licensing. The Board of Health has been requesting monthly or quarterly reports from the hauling companies to get the actual tonnage of recycling and trash being picked up in town. Chair Hansgate stated that the BOH will be holding metal recycling events in May and October and will be held at the DPW at the old recycling center. TA Boudreau asked Chair Hansgate to speak with her board regarding partnering with other towns for trash and recycling and get a feel for how they would want to proceed. Chair Hansgate stated that she will speak to the BOH at their next meeting and get the information back to TA Boudreau.

Announcements, Communications, Liaison Reports – Vice Chair Young stated this Sunday, April 7, from 9 am - 12 pm, there will be a car wash that the Boy Scouts are putting on for a fund raiser. The troop will be at the Senior Center and the cost will be \$10.00 per car. Keep Hubbardston Beautiful will take place on April 20th from 8 am – 12 pm. The Girl Scouts will have a bottle and can drive at the event and the Boy Scouts will have a scrap metal collection and the cost will be \$1.00 per item or \$10.00 per truckload. Car batteries are able to be taken for \$10.00 each. There is a flyer on the website with a list of items that can be brought as well as any cost associated with them. This will also be an opportunity for the residents to pick up trash along the streets and bring the bags to the dumpster available at the Rec Field to collect the trash. This event will take place rain or shine. The BOH will be holding another scrap metal event on May 4th or 18th, which will be at the DPW old recycling center in town. There are

three scholarships which are close to the application deadline. The first is the Country Hen which can be found on the Town Website due by April 22, the second is the Hubbardston Scholarship Committee due by April 15th and the Lion's Club scholarship which is due by May 5th. The Hubbardston Fair is June 8th from 9 am – 2 pm at the Hubbardston Rec Field with a rain date of June 9th.

Structural Deficit working group update - Chair Williams asked the members of the Structural Deficit working group to join the Select Board for an update. TA Boudreau stated that he would like to thank Mr. Steiger, Mr. Hawley, Mr. Duncan, the Town Treasurer, Mary Leroux, as well as the Town Accountant, Kelli Pontbriand, for all their help over the past 6-8 months. After much discussion about the issues that have been plaguing the town and many other towns like Hubbardston, TA Boudreau felt it would be a good time to have an open discussion about this. Francois Steiger opened the discussion by stating that when they looked at the situation the town is in and will be in, in the upcoming years, they asked themselves how can the town prepare for this and how can the town potentially prevent going over the proverbial financial cliff. The things looked at were revenue, where the expenditures currently are and is there anything that could potentially be cut, and to take a look at where the true pressure points are that are hitting the town. Mr. Steiger then went over some revenue and expenditure data over the past 10 years or so and stated the biggest expenditure is education. Although education is extremely important, the reality is that the percentage of expenditures that education is taking from our overall revenue is increasing year by year. Unfortunately, the town's revenues are not increasing at the same rate. Also, one of the highest per pupil expenditures is from Quabbin compared to surrounding communities. Mr. Hawley stated that the employees in the town as well as the town officials should be commended for years of frugality. Mr. Hawley also stated that if the town isn't keeping up with preventative measures with roads, drains, etc, then there will be more problems as time goes on. Mr. Hawley stated part of the preventative maintenance is investing in the compensation and professional development of all the employees. The whole discussion can be found on the town's website under meeting videos or on the town's YouTube channel. TA Boudreau thanked the Deficit Group for all the information.

Consent Agenda - Chair Williams stated that there is an appointment for Justin Holbrook as a laborer for the DPW expiring on 6/30/24. Wage authorizations for new hire Justin Holbrook for \$22.36 hourly, and Benjamin Seitz for \$23.51, hourly, for his 6 month increase.

Motion to accept the consent agenda as presented by K. Young. 2nd by P. Walker. Discussion: Member Walker stated the wages look better than they did 6 months ago. All in favor. Yes – 4. No – 0. Motion Passed.

New Business:

Close Annual Town Meeting Warrant – Since this was opened, there have been a few additional prospects that have come in. The first being a capital purchase for the Cable Advisory Committee which would not come from tax payer dollars. Another came from Mr. Hawley who noted that Open Space may be interested in considering the reimbursement for Mark Kresge and the grant for Open Space at Town Meeting. The articles as proposed are by no means final and there will be discussion for these in the coming weeks.

Motion made to close the Annual Town Meeting Warrant by K. Young. 2nd by P. Walker. Discussion: None. All in favor. Yes – 4. No – 0. Motion Passed.

Annual Town Meeting/Budget Schedule - TA Boudreau stated he wanted to bring forward the proposed schedule so that the Select Board knew what to expect. There is no vote, just ensuring the community had an opportunity to speak to the budget and the warrant. This is a bit of an increased schedule, and if there is anything anyone would like to see added, please see TA Boudreau.

MBI Digital Equity Planning Program Grant - TA Boudreau stated that Hubbardston has been approved for a grant with the Massachusetts Broadband Institute's Municipal Digital Equity Planning program which provides an opportunity to develop a comprehensive plan to address internet access and connectivity issues in the community. The consultant will conduct an analysis of the town's current broadband situation, internet speeds, available services, pricing options and device access. They will also engage with community members and stakeholders to gather input on specific needs related to internet access, affordability, and digital skills. At the end of the planning process, the town will receive a set of strategic recommendations tailored to meet the needs and goals of the residents. The final deliverable will be a comprehensive report that will guide the town's efforts to improve internet access and potential fiber utilization. This is fully funded by MBI at no cost to the town. TA Boudreau respectfully requests that the Select Board accept this partnership and allow him to work with MBI and their consultant to develop a plan for Hubbardston.

Motion made to accept the partnership with MBI and authorize the Town Administrator to work with MBI and their consultant, Kimley-Horn, to develop a digital equity plan for Hubbardston by K. Young. 2nd by P. Walker. Discussion: None. All in favor. Yes – 4. No – 0. Motion Passed.

Old Business: None

Comet Pond – Chair Williams stated that TA Boudreau sent a letter to the Select Board which he received from Ed Blanchard regarding long distance swimming and asking that the board bring it up one more time. Chair Williams asked if the Select Board wants to do anything more about this particular item. Chief Couture wrote a letter which detailed the concerns that he had to DCR regarding long distance swimming. The Select Board has already sent letters with their concerns as well in the past. Chair Williams stated that the State is supposed to be providing life guards at Comet Pond and is concerned about what responsibility is going to fall on the town and what the cost is going to be associated with these things. Member Pareago stated that he saw Mr. Blanchard's questions and he still doesn't see any answers to them. Member Pareago asked if anyone is looking into the questions that Mr. Blanchard asked. TA Boudreau stated there is a meeting in April and he could attend to gather more information if his calendar is open. Chair Williams asked the Select Board if they could move on from this until more information is received. All were in agreement to move on.

TA Report- TA Boudreau stated the interim Town Clerk has been open Monday, Tuesday and Thursday from 10am – 2 pm and will continue with that until the new Town Clerk starts on April 22. TA Boudreau stated that the town has gotten all the information to FEMA public assistance with regard to the reimbursement they originally turned down concerning the money spent during COVID. The town has been going back and forth over the past 6 months and believes everything has been sent over. TA Boudreau will continue to update the board as he receives more information. Dog licenses were due today.

Policies to Review - None

Matters not reasonably anticipated by the Chair – Francois Steiger of Healdville Road respectfully asked if it would be a good time to provide an update at the town meeting about the Municipal Aggregation which was presented about a year ago. TA Boudreau stated it may be more relevant at the Special Town Meeting in the fall. Mr. Steiger stated he agreed with that.

Public/Press Questions – None

Motion to adjourn at 7:54 pm by K. Young. 2nd by P. Walker. Disussion: None. All in favor. Yes – 5. No – 0. Motion Passed.

Respectfully Submitted by:

Toni Walker
Executive Assistant

Christina Jeffers

Summary

Over 20 years' experience in various administrative positions. Focus on customer service and responsible work experience to include over 15 years as a manager/supervisor. Additional experience dealing with the procurement, distribution, maintenance, replacement of material and personnel. Overall experience using Microsoft Office to include MS Word, PowerPoint, and Excel. Filing and records management. Compliance audits and development of learning plans. Ability to work with little or no supervision.

Experience:

August 2023- Present

Program Support Assistant (Geriatric and Extended Care), Veterans Health Administration Medical Foster Home (MFH)

Provides administrative support to MFH, supporting the operations of the program and staff.

Responsible for analyzing the administrative workflow and patient flow within MFH, working with the MFH Social Work Program Coordinator to establish and develop operational procedures to ensure proper functioning of organizational components.

Assists in the planning, review, and reporting of data/statistical results of program/ project studies.

Performs basic analysis of data and generates a variety of reports.

Compiles end-of-month MFH AMIS report data and corrects as needed before transmitting to Austin, including assuring all MFH patient admission/discharges have been entered and no encounter errors are outstanding.

Recommend changes in policy and procedures, is responsible for compliance with Congressional legislation, VHA directives, and/or local system policy relying on personal knowledge to coordinate necessary changes with total organizational and operational functions of the system and implementing approved processes.

Assists MFH Program Coordinator with reviewing office needs, plans and goals to develop budget data and enters and gather data to prepare reports to forecast budgetary needs.

Responsible for a variety of administrative duties and miscellaneous clerical work such as composing and editing letters, reviewing correspondence for accuracy and completeness, and general filing.

Interacts regularly with Veterans, caregivers, MFH Providers, VA staff and the public.

February 2023-August 2023

Receptionist Recovery Centers of America, Westminister MA

Conducts initial intake of clients to the facility. Coordinates transportation. Monitors cameras and radios. Answers incoming phone calls, directs calls to the appropriate individual. Greets guests, new clients, and residents. Collaborates with admissions staff to in process new clients Assists in handling of incoming and outgoing mail, filing, ordering supplies, handling all maintenance orders for the facility. Part Time employment while participating in an internship with Clear Path for Veterans New England -requirement for recent degree.

March 2020-February 2023**Human Resources Employee Relations Specialist, Fallon Health, Worcester, MA**

Contributed to company performance by providing tactical and strategic consulting on people and organization development strategies in support of the business objectives. Performed HR related duties at the professional level while supporting more than one functional group. Carried out responsibilities in the following functional areas: talent acquisition; employee relations consultation; policy interpretation and application, performance, and compensation management consultation; and talent management consultation. Additional responsibilities to include organizational design, employee development initiatives and training. Manages Employee-Employer Relationship In an ongoing capacity, acts as a liaison between employer and employee, overseeing employee relations. This involves receiving and effectively handling employee complaints, escalating these complaints to the level of disciplinary or legal action when necessary, updating employees with any changes in company policy, advising supervisors on treatment of staff and company policies, responds to employee violations of policy and generally helps to resolve conflict in the workplace. Oversee Employee Exit Process facilitates layoffs or reduction in force and the departure process of employees who leave voluntarily. Conducts exit interviews and administer severance.

March 2018-April 2020**Human Resources Senior Talent Management Coordinator, Fallon Health, Worcester, MA**

Responsible for supporting the onboarding, development, and retention processes of the human resources lifecycle. Supporting talent management by ensuring compliance of paperwork and pre-employment background checks. Maintain files and documentation on candidates to ensure compliance. Facilitates New Leader Onboarding. Partnered with recruitment to complete new hire required paperwork to include background check and completion of I-9. Responsible for employee badges, including photos, tracking and granting access to facilities. Ensures licensures and certifications are current, collected and documented according to established protocols. Administratively supports the Human Resources Business partners. Developed and maintained reporting tools to analyze trends. Completes claims for unemployment and coordinates the appeals process. Maintains the LMS and electronic records in accordance with internal procedures. Member of the Cultural Competency Committee.

March 2018 MSG, USA, Retired serving 23 years.**March 2016 – March 2018****Personnel Services Sergeant, MA Army National Guard, Reading, MA**

Provided personnel support and assistance while working for the 151st Regional Support Group, Brigade level Human Resources Office servicing all Battalions of the 151st Regional Support Group. Prepared, processed and provided quality control for recommendations of award and decorations in accordance with Army Regulation. Prepared arranged and conducted award ceremonies. Prepared and monitored requests for promotions, and arranged and conducted promotion ceremonies, to include promotion declinations, reconsiderations for promotions. Monitored and placed line of duty roles for personnel and accounting and strength management using Military personnel database to include temporary duty and travel, personnel processing, personnel Security Clearances, training and reassignment, retention, and special pay. Evaluated personnel qualifications for special assignment. Prepared and processed requests for transfer or reassignment and transition processing, training Soldier support files, and unit administration to include identification cards, tags, and leaves and passes. Prepared and maintained officer and enlisted personnel records. Prepared and reviewed personnel and casualty documents. Monitored suspense actions. Transferred records. Held and conducted staff administrative and training meetings. Supervised 11 Soldiers.

April 2011 – March 2016

Human Resources Sergeant, MA Army National Guard, Bedford, MA

Office professional within the Human Resources Office of the Massachusetts Army National Guard Headquarters. Managed the Active Guard Reserve Branch, processing administrative tasks for the full-time force to include all payroll, medical, and maintaining records. Provided quality control for job advertisements and facilitated interview and hiring procedures. Prepared employees for assignments by conducting orientation and training programs. Assisted in recruiting, selecting orienting and training employees. Scheduled and prepared employees for new assignments. Maintained professional and technical knowledge by attending educational workshops and reviewing professional publications. Maintained the budget for travel and reconciliation of funds on a quarterly basis. Accurately processed financial activities. Counseled and mentored employees supervised 5 Soldiers. Planned monitored and evaluated job performance. Continued Education in the field of Human Services and Human Resources

Additional Information

Associates of Science, Human Services, Government Security Clearance-Secret, HIPAA Certified, First Aid and CPR certified 2023



**COMMONWEALTH OF MASSACHUSETTS
TOWN OF HUBBARDSTON**

Annual Town Meeting
Tuesday June 4, 2024 at 7 pm
Hubbardston Center School

WORKING DRAFT

MAY 2, 2024

FOR DISCUSSION PURPOSES ONLY

Worcester, ss. To either of the Constables of the Town of Hubbardston in the County of Worcester In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the Town of Hubbardston qualified to vote in elections and Town affairs to meet at the **Center School located at 8 Elm Street in said Hubbardston on Tuesday, June 4, 2024 at the time of 7 o'clock** in the evening, then and there to act on the following articles:

ARTICLE 1. To choose all necessary officers.

ARTICLE 2. To hear the reports of the Town Officers and Committees and act thereon.

ARTICLE 3.

To see if the Town will vote to authorize the Select Board to enter into agreements with the Commonwealth of Massachusetts Department of Transportation for the construction and maintenance of public highways for the twelve-month period beginning July 1, 2024; or take any other action relative thereto.

ARTICLE 4.

To see if the Town will vote to accept educational grants and aid for Fiscal Year 2025, to be expended for authorized purposes by the Montachusett Regional Vocational Technical School and the Quabbin Regional School District; or take any other action relative thereto.

ARTICLE 5.

To see if the Town will vote to authorize the continuation of the Holden Hospital Account #2481-000-5780-0000 for Fiscal Year 2025, to be used for the purposes specified in the trust fund settlement; or take any other action relative thereto.

ARTICLE 6.

To see if the Town will vote to fix the maximum amount that may be spent during Fiscal Year 2025 beginning on July 1, 2024, for the revolving funds established pursuant to Chapter IV, Section 6 of the Hubbardston General By-Laws-laws for certain departments, boards, committees, agencies or officers as follows, in accordance with Massachusetts General Laws Chapter 44, Section 53E½; or take any other action relative thereto.

<u>Revolving Fund</u>	<u>Department, Board, Committee or Officer</u>	<u>FY25 Spending Limit</u>
Con Com Fund	Conservation Committee	\$3,000
Temporary Driveway Permit Fund	DPW Director	\$2,500
Grave Fund	Cemetery Commission	\$10,000
Hubbardston Special Events Fund	Town Administrator	\$50,000
Late Fee Dog License Fund	Town Clerk	\$10,000
MART Trans. Manage. Fund	Executive Assistant	\$35,000
Open Burn Pit Fund	Fire Chief	\$11,000
Planning Board Fund	Planning Board	\$20,000
Recycling Fund	Board of Health	\$5,000
Septic Fund	Board of Health	\$20,000

BUDGET ARTICLES

ARTICLE 7.

To see if the Town will vote to raise and appropriate from taxation, transfer from available funds, or otherwise provide the following sums of money to meet the salaries and compensation of Town Employees, and Town Officers, as provided by MGL Ch. 41 §108, expenses, and outlays of the Town Departments, and other sundry and miscellaneous, but regular, expenditures necessary for the operation of the Town for Fiscal Year 2025 (July 1, 2024 through June 30, 2025) as printed in the attached Appendix A, but not including funding for the Montachusett Regional Vocational Technical School District assessment or the Quabbin Regional School District budget and debt, and further, to accept and expend Federal and State Funds to offset certain salaries or expenses and outlay; or take any other action relative thereto.

PURPOSE	AMOUNT
General Government	\$688,908
Public Safety	\$1,554,762
Public Works	\$905,481
Human Services	\$31,454
Culture and Rec	\$92,544
Debt	\$146,862
Indirect Costs	\$933,442
TOTAL	\$4,353,454

Note: The detailed FY25 Operating Budget included in Appendix A is only a guide and non-binding as to the raise and appropriate vote of the category totals shown above and/or as a motion.

ARTICLE 8.

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$357,138 for the Montachusett Regional Vocational Technical School District assessment for Fiscal Year 2025; or to take any other action relative thereto.

ARTICLE 9.

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$6,343,869 to pay its share of the Quabbin Regional School District budget for Fiscal Year 2025; or take any action relative thereto.

ARTICLE 10.

To see if the Town will vote to raise and appropriate or transfer from available funds the sum of \$56,318 to pay its share of the Quabbin Regional School Debt for Fiscal Year 2025; or take any action relative thereto.

ARTICLE 11.

To see if the Town will vote to appropriate the sum of \$30,000 for the salaries, benefits, committee stipends and other operating expenses of the Hubbardston Cable Advisory Committee for Fiscal Year 2025, and to meet said appropriation, that the sum of \$30,000 be transferred from the PEG Access and Cable Related Fund; or take any other action relative thereto.

ARTICLE 12.

To see if the Town will vote to transfer the sum of \$271,235 from Free Cash to pay for the following Fiscal Year 2025 cash capital expenses, including all costs incidental and related thereto; or take any other action relative thereto.

Department	New Obligation	Amount
DPW	Gasboy Fuel Pump	\$13,235
DPW	Additional Road Repair (Annual)	\$100,000
Library	Heat Pump Grant Match	\$12,000
DPW	John Deere Z920M Mower	\$9,000
Town Clerk	Vault Organization and Management	\$10,000
Police	Police Cruiser (cycle)	\$87,000
Town Administration	Town Office IT Replacements (Annual)	\$20,000
Fire	SCBA Replacement	\$20,000

ARTICLE 13.

To see if the Town will vote to transfer and appropriate the sum of \$15,000 from Free Cash to fund an overnight on-call stipend program for the Hubbardston Fire Department's ambulance service or take any other action in relation thereto.

ARTICLE 14.

To see if the Town will vote to transfer the sum of \$50,000.00 from Free Cash to the General Stabilization Account, or take any other action relative thereto.

ARTICLE 15.

To see if the Town will vote to transfer the sum of \$25,000.00 from Free Cash to the Capital Stabilization Account, or take any other action relative thereto.

ARTICLE 16.

To see if the Town will vote to appropriate \$65,000.00 from the Capital Stabilization account to complete the funding for the purchase of a new boiler at Hubbardston Center School, or take any other action relative thereto.

ARTICLE 17.

To see if the Town will vote to authorize the Select Board to enter into a lease agreement with Pitney Bowes for a mail machine, for a term not to exceed five years, or take any other action relative thereto.

CPA ARTICLES

ARTICLE 18.

To see if the Town will vote to appropriate and transfer \$10,000 from the accrued Community Preservation Act Open Space reserve account to fund a portion of the required town matching contribution toward an \$85,000 state MassTrails grant for a fully accessible trail to the Dottie Rock scenic vista at Malone Conservation area, thereby rehabilitating land for recreational use.

ARTICLE 19.

To see if the Town will vote to appropriate and transfer \$31,260 from accrued Community Preservation Act Undesignated Reserve account to fund the Fiscal Year 2025 debt service obligation for the Rainbow's End playground improvement project as previously approved under Article 18 of the June 23, 2020 Annual Town Meeting; or take any other action relative thereto.

ARTICLE 20.

To see if the Town will vote to appropriate or reserve from the Community Preservation estimated Fiscal Year 2025 annual revenue the following amounts recommended by the Community Preservation Committee for committee administrative expenses, to set aside from the Community Preservation Fund estimated Fiscal Year 2025 annual revenue for later spending for historic resources, community housing and open space, and reserve for any remaining Fiscal Year 2025 estimated annual revenues to the Undesignated Reserve so that the Town has

access to those funds for community preservation projects and other expenses in Fiscal Year 2025 for community preservation projects and other expenses in Fiscal Year 2025, with each item to be considered a separate appropriation; or take any other relative there to:

Appropriations:

From FY 2025 estimated revenue for Community Preservation Administrative Expenses (5%) \$5,000

Reserves:

From FY 2025 estimated revenue for Historic Reserves (10%) \$10,000

From FY 2025 estimated revenue for Community Housing Reserves (10%) \$10,000

From FY 2025 estimated revenue for Open Space Reserves (10%) \$10,000

From FY 2025 estimated revenue for Undesignated Reserves (65%) \$65,000

Estimation of revenues for Fiscal Year 2025

\$ _____ in local tax receipts

\$ _____ in state match (___ % of tax revenues)

\$ _____ in interest

Total anticipated funding: \$ _____.

General Bylaw Articles

Article 21.

To see if the Town will vote to amend the General Bylaws, Chapter XIV, Community Preservation Committee, Section 1 by striking the language indicated as ~~striketrough~~ below and inserting the new language indicated as **as underlined** below, as follows:

CHAPTER XIV COMMUNITY PRESERVATION COMMITTEE

SECTION 1. Establishment

There is hereby established a permanent committee of the Town to be known as the Community Preservation Committee, consisting of nine voting members, pursuant to G.L. c. 44B, §5. The composition of the committee, the appointing authority and the term of office for the committee members shall be as follows:

- (1) One member of the Conservation Commission as designated by the Commission;
- (2) One member of the Historical Commission as designated by the Commission;
- (3) One member of the Planning Board as designated by the Board;
- ~~(4) One member of the Housing Authority as designated by the Authority;~~
- (4) One individual with relevant experience in housing matters to be appointed by the Select Board to represent the interests of housing;**
- (5) One member of the Board of Park Commissioners as designated by the Commissioners;
- (6) One member of the Open Space Committee as designated by the Committee;
- (7) One at-large member as designated by the Select Board;
- (8) One at-large member as designated by the Select Board;
- (9) One at-large member as designated by the Select Board.

Each member of the Committee shall serve for a term of three years or until the person no longer serves in the position or on the board or committee as set forth above, whichever is earlier.

Should any of the officers and commissions, boards, or committees who have appointing authority under this bylaw be no longer in existence for whatever reason, the Select Board shall appoint a suitable person to serve in their place.

Any member of the Committee may be removed for cause by their respective appointing authority after hearing.

Or take any other action relative thereto.

Zoning Articles

Article 22.

To see if the Town will vote to amend the Zoning Bylaws by adding a new Article 23, Battery Energy Storage Systems, as follows, or take any other action related thereto:

“Article 23 Battery Energy Storage Systems (BESS)”

SECTION

- (1) Purpose
- (2) Definitions
- (3) Applicability
- (4) General Requirements
- (5) Permitting Requirements for Tier 1 Battery Energy Storage Systems
- (6) Permitting Requirements for Tier 2 and Tier 3 Battery Energy Storage Systems
- (7) Safety Standards
- (8) Emergency Operation Plan
- (9) Ownership Changes
- (10) Abandonment
- (11) Severability
- (12) Financial Surety
- (13) Annual Reporting Requirement

1. **Purpose.** The purpose of this Section is to advance and protect the public health, safety, welfare, and quality of life by creating regulations for the installation and use of battery energy storage systems, with the following objectives:

- 1.1. To provide a regulatory scheme for the location, construction and operation of battery energy storage systems consistent with best practices and safety protocols;
- 1.2. To ensure compatible land uses in the vicinity of the areas affected by battery energy storage systems and to mitigate any potential impacts on abutting and nearby properties; and

- 1.3. To mitigate the impacts of battery energy storage systems on environmental resources such as agricultural lands, forests, wildlife, wetlands, water supply, and other natural resources.

This Section shall be construed to be consistent with state law, including but not limited to the provisions of General Laws chapter 40A, section 3, and state regulations, including but not limited to the provisions of the State Building Code, State Fire Code, and State Electrical Code. In the event of any conflict between the provisions of this section and the provisions of state law or regulations, the state law and regulations shall prevail.

2. **Applicability**

2.1. The requirements of this bylaw shall apply to battery energy storage systems (BESS) permitted, installed, decommissioned or modified after the effective date of this bylaw, excluding general maintenance and repair. BESS subject to this bylaw are only those that exceed the following capacities:

- Lead-acid with a capacity of greater than 70 kWh
- Nickel with a capacity of greater than 70 kWh
- Lithium-ion with a capacity of greater than 30 kWh
- Sodium nickel chloride with a capacity of greater than 20 kWh
- Flow with a capacity of greater than 20 kWh
- Other battery technologies with a capacity of greater than 10 kWh BESS that do not meet the threshold capacities above are not subject to this bylaw and are allowed by right in all zoning districts.

2.2. A battery energy storage system that is subject to this bylaw is classified as a Tier 1, Tier 2 or Tier 3 Battery Energy Storage System as follows:

2.2.1. Tier 1 Battery Energy Storage Systems have an aggregate energy capacity less than 0.5MWh and, if in a room or enclosed area, consist of only a single energy storage system technology.

2.2.2. Tier 2 Battery Energy Storage Systems have an aggregate energy capacity equal to or greater than 0.5 MWh but less than 1MWh or are composed of more than one storage battery technology in a room or enclosed area.

2.2.3. Tier 3 Battery Energy Storage Systems have an aggregate energy capacity greater than 1MWh or are composed of more than one storage battery technology in a room or enclosed area.

3. **General Requirements**

3.1.

3.2. All battery energy storage systems, all Dedicated Use Buildings, and all other buildings or structures that (a) contain or are otherwise associated with a battery energy storage system and (b) subject to the requirements of the State Building Code, shall be designed, erected, and installed in accordance with all applicable provisions of the State Building Code 780 CMR, State Fire Code 527 CMR 1.00, and State Electrical Code 527 CMR 12.00, including permits required thereunder. All

battery energy storage systems shall comply with NFPA 855, Standard for the Installation of Stationary Energy Storage Systems.

3.3. Energy storage system capacities, including array capacity and separation, are limited to the thresholds contained in NFPA 855.

3.4. All access roads to a BESS should be at least 12' wide, constructed of an all-weather surface, and be cleared of obstructions on both sides by at least 2'. A 16' vertical clearance should be maintained for large vehicle access. Access gates erected onsite should be at least 12' wide, accessible via Hubbardston Fire Department lock. Access to all four sides of each enclosure should be provided where practical.

4. **Permitting Requirements for Tier 1 Battery Energy Storage Systems** Tier 1 Battery Energy Storage Systems are allowed by right in all zoning districts, subject to applicable provisions of the State Building Code, Electrical Code, Fire Code, and other applicable codes, but are subject to minor site plan review under Article 9 of the Zoning Bylaw and this bylaw.

5. **Permitting Requirements for Tier 2 and Tier 3 Battery Energy Storage Systems** Tier 2 and Tier 3 Battery Energy Storage Systems are subject to this bylaw and require the issuance of a special permit in those zoning districts identified in Use Regulations Schedule in Article 4, and are subject to Site Plan Review pursuant to Article 9. The following requirements apply to all Tier 1, Tier 2 and Tier 3 BESS subject to this bylaw, except where it is specifically noted to apply only to Tier 2 and Tier 3 BESS:

5.1. Utility Connections. All utility connections including associated equipment and utility equipment shall be placed underground or pad mounted, unless soil conditions, shape, or topography of the site as verified by the Town's Consulting Engineer dictate above ground installation. Electrical transformers for utility interconnections may be above ground if required by the utility provider.

5.2. Signage. Signage shall comply with the requirements of Article 17 of this Zoning Bylaw and the following additional requirements; in the event of a conflict between the provisions of Article 17 and this section, the requirements of this section shall prevail.

5.2.1. The signage shall be in compliance with ANSI Z535 and shall include the type of technology associated with the battery energy storage systems, any special hazards associated, the type of suppression system installed in the area of battery energy storage systems, and 24-hour emergency contact information, including reach-back phone number.

5.2.2. As required by the State Electrical Code , NFPA 70 (2020) Article 705.10 and Article 712.10 disconnect and other emergency shutoff information shall be clearly displayed on a light reflective surface. A clearly visible warning sign concerning voltage shall be placed at the base of all pad-mounted transformers and substations. Signage compliant with ANSI Z535 shall be provided on doors to rooms, entrances to BESS facilities, and on BESS outdoor containers.

5.3. Lighting. Lighting of the battery energy storage systems shall be limited to that minimally required for safety, security and operational purposes and shall be consistent with local, state and federal law. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, shall be shielded to eliminate glare trespassing onto abutting properties, shall be directed downward, and shall incorporate cut-off fixtures to

reduce light pollution. All lighting shall comply with International Dark Sky Standards FSA Certification Requirements.

5.4. Vegetation and tree-cutting. Areas within thirty feet on each side of Tier 2 or Tier 3 Battery Energy Storage Systems shall be cleared of combustible vegetation and other combustible growth. Single specimens of trees, shrubbery, or cultivated ground cover such as green grass, ivy, succulents, or similar plants used as ground covers shall be permitted provided that they do not form a means of readily transmitting fire. Removal of trees should be minimized to the extent possible.

5.5. Setbacks. Tier 1, 2 and 3 Battery Energy Storage Systems shall be set back a minimum of 50 feet from all side, rear, and front lot lines. Tier 2 and Tier 3 BESS shall be set back a minimum of 200 feet from side, rear, and front lot lines that abut or are across a street from residential zoning districts or existing single, two-family, or multi-family structures. The minimum setback areas shall include a vegetated Buffer/Screening Area at least twenty feet wide along all property lines. Access drives and parking are allowed in the setback areas, but shall not intrude into the required Buffer Areas except where necessary to provide access or egress to the property. In addition, a minimum of 10 feet must be maintained, if within a building, between BESS components and all stored combustible materials, hazardous materials, high-piled storage, and infrastructure. Other Setbacks: Battery Energy Storage Systems shall be sited at least one hundred fifty feet (150') from abutting properties' wells and septic systems.

5.6.

5.7. Fencing Requirements. Tier 2 and Tier 3 Battery Energy Storage Systems, including all mechanical equipment, shall be enclosed by a minimum eight-foot-high fence with a self-locking gate to prevent unauthorized access unless housed in a dedicated-use building. Security barriers, fences, landscaping, and other enclosures must not inhibit required air flow to or exhaust from the BESS and components. Electrical equipment greater than 1,000V require a separate and additional means to restrict access. Applicants shall also comply with NFPA 855, as adopted under 527 CMR Chapter 52, requiring specialty safety systems to be provided based on the BESS chemistry and installed location.

5.8. Screening and Visibility. Tier 2 and Tier 3 Battery Energy Storage Systems shall have views minimized from adjacent properties to the extent reasonably practicable using architectural features, earth berms, landscaping, or other screening methods that will harmonize with the character of the property and surrounding area. Such features may not inhibit required air flow to or exhaust from the BESS and components and must comply with the setbacks established in paragraph 5.5 above.

5.9. Noise: Applicants shall provide an Acoustic Study to ensure that any increase in sound complies with Mass DEP Noise Pollution Policy and limits any increase in ambient noise to be less than 10 decibels at each property line of the BESS facility and at the property line of the nearest residence or occupied school, hospital or similar use.

5.10. Mitigation for Loss of Carbon Sequestration and Forest Habitat: If land that is Forestland or has been Forestland within one year immediately preceding the filing an application to install a Tier 2 or Tier 3 BESS, the plans shall designate thereon an area of unprotected (meaning, not subject to G.L. c. 184, sections 31-33 at time of application) land on the same lot and of a size equal to two times the total area of Forestland that will be eliminated, cut, destroyed, or otherwise

disturbed by such installation. Except in response to a natural occurrence, invasive species or disease that impacts the trees and requires cutting to preserve the health of the forest, such designated land shall remain in substantially its natural condition without alteration, including prohibition of commercial forestry or tree cutting not related to the maintenance of the installation, until such time as the installation is decommissioned.

5.11. Mitigation for Disruption of Trail Networks. If existing trail networks, or woods or cart roads are disrupted by the location of a Tier 2 or Tier 3 BESS, the plans shall show alternative trail alignments to be constructed by the applicant, although no rights of public access may be established hereunder.

5.12. Mitigation for Disruption of Historic Resources and Properties: Historic resources, structures and properties, such as cellar holes, farmsteads, stone corrals, marked graves, water wells, or pre-Columbian features, including those listed on the Massachusetts Register of Historic Places or as defined by the National Historic Preservation Act, shall be excluded from the areas proposed to be developed for a Tier 2 or Tier 3 BESS. A written assessment of the project's effects on each identified historic resource or property and ways to avoid, minimize or mitigate any adverse effects shall be submitted as part of the application. A suitable buffer area as determined by the Planning Board shall be established on all sides of each historic resource.

5.13. Batteries: Failed battery cells and modules shall not be stored on the site and shall be removed no later than 30 days after deemed failed by the BESS operator or cell/module manufacturer. The operator shall notify the Hubbardston Fire Department in advance if the type of battery or batteries used on site is to be changed.

5.14. Decommissioning Plan: The applicant shall submit with its application a decommissioning plan for Tier 2 or Tier 3 BESS to be implemented upon abandonment and/or in conjunction with removal of the facility. The owner or operator of the BESS shall notify the Building Inspector in writing at least twenty days prior to when a Tier 2 BESS or Tier 3 will be decommissioned. Decommissioning of an abandoned or discontinued Tier 2 BESS or Tier 3 shall be completed within six months after the facility ceases operation. The decommissioning plan shall include:

5.14.1. A narrative description of the activities to be accomplished, including who will perform that activity and at what point in time, for complete physical removal of all battery energy storage system components, structures, equipment, security barriers, and transmission lines from the site;

5.14.1.1. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations;

5.14.1.2. The anticipated life of the battery energy storage system;

5.14.1.3. The estimated decommissioning costs and how said estimate was determined;

5.14.1.4. The method of ensuring that funds will be available for decommissioning and restoration;

5.14.1.5. The method by which the decommissioning cost will be kept current;

5.14.1.6. The manner in which the site will be restored, including a description of how any changes to the surrounding areas and other systems adjacent to the battery energy storage system, such as, but not limited to, structural elements, building penetrations, means of egress, and required fire detection suppression systems, will be protected during decommissioning and confirmed as being acceptable after the system is removed; and

5.14.1.7. A listing of any contingencies for removing an intact operational energy storage system from service, and for removing an energy storage system from service that has been damaged by a fire or other event.

5.15. Decommissioning Fund: The owner and/or operator of the energy storage system, shall continuously maintain a fund or other surety acceptable to the Town, in a form approved by the Planning Board and Town Counsel, for the removal of the battery energy storage system, in an amount to be determined by the Town, for the period of the life of the facility. All costs of the financial security shall be borne by the applicant.

5.16. Proof of Liability Insurance: The applicant or property owner shall provide evidence of commercially liability insurance in an amount and type generally acceptable in the industry and approved by the Planning Board prior to the issuance of a building permit, and shall continue such insurance in effect until such facility has been decommissioned, removed, and the site restored in accordance with this bylaw.

6. Site plan application. For a Tier 2 or Tier 3 Battery Energy Storage System the site plan application shall include the following information, in addition to that required by Article 9 of this Zoning Bylaw:

6.1. A one- or three-line electrical diagram detailing the battery energy storage system layout, associated components, and electrical interconnection methods, with all State Electrical Code compliant disconnects and overcurrent devices.

6.2. A preliminary equipment specification sheet that documents the proposed battery energy storage system components, inverters and associated electrical equipment that are to be installed. A final equipment specification sheet shall be submitted prior to the issuance of building permit.

6.3. Name, address, and contact information of proposed or potential system installer and the owner and/or operator of the battery energy storage system. Such information of the final system installer shall be submitted prior to the issuance of building permit.

6.4. Large-scale fire test data, evaluation information, and calculations, and modeling data. For any of the following, UL 9540A fire test data must be made available to the Planning Board and Fire Department for review: - BESS systems with a capacity of greater than 50kWh - BESS systems with spacing between arrays of less than 3 feet.

6.5. Safety data sheet (SDS) that address response safety concerns and extinguishment.

6.6. Commissioning Plan: The system installer or commissioning agent shall prepare a commissioning plan prior to the start of commissioning. Such a plan shall be compliant with NFPA 855 and document and verify that the system and its associated controls and safety systems are in proper working condition per requirements set forth in applicable state codes. Where commissioning is required by the Building Code, battery energy storage system commissioning shall be conducted

by a Massachusetts Licensed Professional Engineer after the installation is complete but prior to final inspection and approval. A corrective action plan shall be developed for any open or continuing issues that are allowed to be continued after commissioning. A report describing the results of the system commissioning and including the results of the initial acceptance testing required by applicable state codes shall be provided to the Zoning Enforcement Officer and the Hubbardston Fire Department prior to final inspection and approval and maintained at an approved on-site location.

6.7. Fire Safety Compliance Plan: Such a plan shall document and verify that the system and its associated controls and safety systems are in compliance with state codes, including documentation that BESS components comply with the safety standards set forth in subsection 6.

6.8. Operation and Maintenance Manual: Such plan shall describe continuing battery energy storage system maintenance and property upkeep, as well as design, construction, installation, testing and commissioning information and shall meet all requirements set forth state codes and NFPA 855. Maintenance provisions will be driven by manufacturer requirements for the specific listed system.

6.9. Depending on the location of the BESS in relation to and its interaction with the electrical grid, interconnection will be completed per 527 CMR 12.00. System interconnections into utility grids shall be in accordance with NFPA 855. An accessible disconnect is required per 527 CMR 12.00.

6.10. Prior to the issuance of the building permit, engineering documents must be signed and sealed by a Massachusetts Licensed Professional Engineer.

6.11. Emergency Operations Plan: An Emergency Operations Plan compliant with NFPA 855 is required. A copy of the Emergency Operations Plan approved by the Hubbardston Fire Department shall be given to the system owner, the local fire department, and local fire code official. For so long as the BESS is operational, the operator shall provide the Fire Department, Police Department, Building Inspector, and Town Administrator's office with contact information for personnel that can be reached 24 hours per day every day, and this contact information shall be updated by the operator whenever there is a change in the information. The operator shall also be required to have an official representative be present onsite not later than two hours after notification by the Fire Chief, Police Chief, or their designee. A permanent copy shall also be placed in an approved location to be accessible to facility personnel, fire code officials, and emergency responders. The emergency operations plan shall include the following information:

6.11.1. Procedures for safe shutdown, de-energizing, or isolation of equipment and systems under emergency conditions to reduce the risk of fire, electric shock, and personal injuries, and for safe start-up following cessation of emergency conditions.

6.11.2. Procedures for inspection and testing of associated alarms, interlocks, and controls, including time intervals for inspection and testing.

6.11.3. Procedures to be followed in response to notifications from the Battery Energy Storage Management System, when provided, that could signify potentially dangerous conditions, including shutting down equipment, summoning service and repair personnel, and providing agreed upon notification to fire department personnel for potentially hazardous conditions in the event of a system failure.

6.11.4. Emergency procedures to be followed in case of fire, explosion, release of liquids or vapors, damage to critical moving parts, or other potentially dangerous conditions. Procedures can include sounding the alarm, notifying the fire department, evacuating personnel, de-energizing equipment, and controlling and extinguishing the fire.

6.11.5. Response considerations similar to a safety data sheet (SDS) that will address response safety concerns and extinguishment when an SDS is not required.

6.11.6. Procedures for safe disposal of battery energy storage system equipment damaged in a fire or other emergency event, including maintaining contact information for personnel qualified to safely remove damaged battery energy storage system equipment and any affected soils from the facility.

6.11.7. Other procedures as determined necessary by the Town to provide for the safety of occupants, neighboring properties, and emergency responders.

6.11.8. Procedures and schedules for conducting drills of these procedures and for training local first responders on the contents of the plan and appropriate response procedures.

7. Ownership Change: If the owner of the battery energy storage system changes or the owner of the property changes, the special permit shall remain in effect, provided that the successor owner or operator assumes in writing all of the obligations of the special permit, site plan approval, and decommissioning plan. A new owner or operator of the battery energy storage system shall notify the Building Inspector of such change in ownership or operator within 14 days of the ownership change. A new owner or operator must provide such notification to the Building Inspector in writing and meet with any permitting authority from which the original applicant received a permit.

8. Safety

8.1. System Certification: Battery energy storage systems and equipment shall be listed by a Nationally Recognized Testing Laboratory to UL 9540 (Standard for battery energy storage systems and equipment) or approved equivalent, with subcomponents meeting each of the following standards as applicable:

8.1.1. UL 1973 (Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail Applications),

8.1.2. UL 1642 (Standard for Lithium Batteries),

8.1.3. UL 1741 or UL 62109 (Inverters and Power Converters),

8.1.4. Certified under the applicable electrical, building, and fire prevention codes as required.

8.1.5. Alternatively, field evaluation by an approved testing laboratory for compliance with UL 9540 (or approved equivalent) and applicable codes, regulations and safety standards may be used to meet system certification requirements.

8.2. Site Access: Battery energy storage systems shall be maintained in good working order and in accordance with industry standards. Site access shall be maintained, including snow removal at a level acceptable to the local fire department.

8.3. Battery energy storage systems, components, and associated ancillary equipment shall have required working space clearances, and electrical circuitry shall be within weatherproof enclosures marked with the environmental rating suitable for the type of exposure in compliance with NFPA 70.

8.4. Abandonment: The battery energy storage system shall be considered abandoned when it ceases to operate consistently for more than 90 days. If the owner and/or operator fails to comply with decommissioning upon any abandonment, the Town may, after compliance with any applicable state and federal constitutional requirements, enter the property and utilize the available bond and/or security for the removal of a Tier 2 BESS or Tier 3 and restoration of the site in accordance with the decommissioning plan.

9. Severability.

Should any provision of this bylaw be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this bylaw shall be unaffected thereby and shall continue to be valid and enforceable.

10. Financial Surety.

10.1. Surety Requirement: Proponents of Tier 2 or Tier 3 projects shall provide surety in the form of cash or certified bank check, held by and for the Town of Hubbardston in an interest bearing account to cover the cost of removal in the event the town must remove the installation and remediate the landscape, in an amount and form determined to be reasonable by the Planning Board, but in no event to exceed more than one hundred twenty-five (125%) percent of the cost of removal and compliance with the additional requirements set forth herein, as determined by the project proponent and reviewed and approved by the Planning Board.

10.2. Payment of Surety: This surety will be due and payable prior to the issuance of the building permit. Proof of payment in the form of a receipt from the Town Treasurer will be shown to the Building Inspector before the permits are issued. Such surety will not be required for municipal or state-owned facilities.

10.3. Removal Cost Estimate and Access: The project proponent shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation. As a condition of approval, an applicant shall bind itself to grant the necessary license or easement to the Town to allow entry to remove the structure. The Town shall have the right, but not the obligation to remove the facility.

11. Annual Reporting Requirement. Once per year, the Owner or Operator of the tier 2 or tier 3 BESS installation must provide a report to the Planning Board

11.1. The report must contain

- 11.1.1. total amount of electricity acquired, stored and distributed during the past calendar year;
- 11.1.2. major maintenance performed;
- 11.1.3. planned or actual major system modifications;
- 11.1.4. change of ownership; and
- 11.1.5. changes to surety amounts.

11.2. The annual report must also include a professional safety inspection that is signed and certified by a Massachusetts Licensed Professional Engineer or Licensed Electrician.

11.3. Filing Requirement. Reports are due to the Hubbardston Planning Board by the last day of January of each calendar year.

11.4. Penalty for Failure to File: Failure to provide a timely annual report may prompt the Hubbardston Planning Board to schedule a public hearing, the purpose of which is to gather the required reporting information, and review if any violation of the Zoning Bylaw or condition of a Special Permit or Site Plan Review may have occurred, in which case the matter is referred to the Building Inspector as Zoning Enforcement Officer. Costs incurred to publish and advertise the public hearing are borne by the Owner of the BESS. Energy Storage System installation.”

Or take any other action relative thereto.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

You are hereby directed to serve this warrant by posting attested copies thereof at the Place of Meeting, Hubbardston Center School, Hubbardston One Stop Shop convenience store, the Town Office and the Post Office fourteen days, at least, before the day of said meeting. Hereof, fail not, and make due return of this warrant with your doings thereon to the Town Clerk at the time and place of meeting as aforementioned.

Given under our hands this XXth day of May 2024:

HUBBARDSTON SELECT BOARD

Jeffrey L. Williams

Kathryn V. Young

Heather M. Munroe

Kris E. Pareago

Peter J. Walker

A true copy, Attest:

Melody Green, Town Clerk

Date of Posting: _____

Method: _____

By: _____, Constable

				FY23 ACTUAL	FY24 REQUESTED	FY24 BUDGET	FY24 STM	FY25 DEPT	FY25 ADMIN	%
GENERAL GOVERNMENT										
0	Moderator - 114									
1		5100	Personnel							
2			Stipend	\$100	\$100	\$100	\$100	\$100	\$100	0.0%
3			TOTAL	\$100	\$100	\$100	\$100	\$100	\$100	0.0%
4	Select Board -122									
5		5100	Personnel							
6			Executive Assistant	\$27,560	\$28,111	\$28,111	\$28,111	\$28,673	\$28,673	2.0%
7		5110	Employee Support							
8			Expenses	\$800	\$800	\$800	\$800	\$800	\$800	0.0%
9		5200	Services							
10			Binding of Records	\$250	\$250	\$250	\$250	\$250	\$0	-100.0%
11			Advertising	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	0.0%
12										
13			Legal	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	0.0%
14			Town Clock Maint.	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$0	-100.0%
15		5400	Supplies							
16			Warrant Mailings	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	0.0%
17			Office Supplies	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	0.0%
18			Town Report	\$500	\$500	\$500	\$500	\$500	\$500	0.0%
19			Memorial Day	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	0.0%
20			TOTAL	\$76,610	\$77,161	\$77,161	\$77,161	\$77,723	\$76,473	-0.9%
21	Town Admin - 129									
22			Personnel							
23			Salary	\$103,482	\$110,000	\$110,000	\$110,000	\$112,200	\$112,200	2.0%
24		5110	Employee Support							
25			Cell Phone Stipend	\$600	\$600	\$600	\$600	\$600	\$600	0.0%
26			Expenses	\$6,600	\$6,600	\$6,600	\$6,600	\$7,600	\$6,600	0.0%
27			TOTAL	\$110,682	\$117,200	\$117,200	\$117,200	\$120,400	\$119,400	1.9%
28	Finance Committee - 131									
29		5110	Employee Support							
30			FC Expenses	\$200	\$0	\$200	\$0	\$200	\$200	0.0%
31		5700	Other							
32			FC Reserve Fund	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	0.0%
33			TOTAL	\$30,200	\$30,000	\$30,200	\$30,000	\$30,200	\$30,200	0.0%
34	Accountant - 135									
35		5200	Services							
36			Accountant Services	\$28,205	\$23,500	\$23,500	\$23,500	\$23,970	\$23,970	2.0%
37			Annual Audit	\$19,500	\$19,500	\$19,500	\$19,500	\$19,500	\$19,500	0.0%
38		5400	Supplies							
39			Accountant Expense	\$300	\$500	\$300	\$300	\$300	\$300	0.0%
40		5110	Employee Support							
41			Travel	\$0	\$1,500	\$1,500	\$1,500	\$1,500	\$0	-100.0%
42			TOTAL	\$48,005	\$45,000	\$44,800	\$44,800	\$45,270	\$43,770	-2.3%
43	Assessor - 141									
44		5110	Employee Support							
45			Expenses (association dues)	\$275	\$275	\$275	\$275	\$275	\$275	0.0%

				FY23 ACTUAL	FY24 REQUESTED	FY24 BUDGET	FY24 STM	FY25 DEPT	FY25 ADMIN	%
46	5200	Services								
47			Assessing Services	\$72,143	\$72,143	\$73,500	\$73,500	\$75,000	\$75,000	2.0%
48			Assistant	\$9,358	\$20,000	\$10,000	\$8,000	\$10,000	\$12,000	20.0%
49			TOTAL	\$81,776	\$92,418	\$83,775	\$81,775	\$85,275	\$87,275	4.2%
50	Treasurer Collector - 149									
51	5100	Personnel								
52			Salary	\$68,458	\$68,458	\$65,000	\$65,000	\$66,300	\$66,300	2.0%
53			Certification	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	0.0%
54			Assistant Treasurer Collector	\$37,626	\$38,379	\$42,204	\$42,204	\$43,048	\$43,048	2.0%
55	5110	Employee Support								
56			Expenses (Dues and Workshops)	\$370	\$370	\$870	\$870	\$870	\$1,300	49.4%
57	5200	Services								
58			Payroll Services	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	0.0%
59			Expenses (Veri and Bank Fees)	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	0.0%
60	5400	Supplies								
61			Expenses (Postage and Supplies)	\$7,300	\$7,450	\$7,450	\$7,450	\$7,450	\$7,450	0.0%
62	5700	Other								
63			Tax Title	\$2,000	\$5,000	\$2,000	\$2,000	\$2,000	\$1,000	-50.0%
64			TOTAL	\$125,054	\$128,957	\$126,824	\$126,824	\$128,967	\$128,398	1.2%
65	Information Technology - 155									
66	5200	Services								
67			IT Maintenance	\$70,000	\$70,000	\$70,000	\$70,000	\$80,000	\$78,000	11.4%
68			Copier	\$3,000	\$3,000	\$3,000	\$3,000	\$5,000	\$3,000	0.0%
69			Website	\$3,000	\$3,000	\$3,000	\$3,000	\$5,000	\$3,000	0.0%
70			TOTAL	\$76,000	\$76,000	\$76,000	\$76,000	\$90,000	\$84,000	10.5%
71	Town Clerk - 161									
72	5100	Personnel								
73			Town Clerk Salary	\$48,250	\$48,250	\$47,500	\$47,500	\$60,000	\$55,500	16.8%
74			Election Wages	\$3,375	\$3,375	\$3,375	\$3,375	\$4,000	\$4,000	18.5%
75	5110	Employee Support								
76			Expenses (Conf, Dues, Mileage)	\$870	\$870	\$870	\$870	\$870	\$1,200	37.9%
77	5200	Services								
78			Expenses (Binding, Safe Deposit)	\$3,385	\$750	\$750	\$750	\$750	\$750	0.0%
79	5400	Supplies								
80			Election Expenses	\$5,750	\$5,750	\$5,500	\$5,500	\$5,500	\$5,500	0.0%
81			Supplies	\$3,650	\$3,650	\$4,000	\$4,000	\$4,000	\$4,500	12.5%
82			TOTAL	\$65,280	\$62,645	\$61,995	\$61,995	\$75,120	\$71,450	15.3%
83	Building & Maintenance - 192									
84	5100	Personnel								
85			Custodian	\$9,941	\$10,140	\$10,140	\$10,140	\$10,140	\$10,343	2.0%
86	5200	Services								
87			Utilities and Maintenance	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000	\$31,000	0.0%
88			Phone	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	\$6,500	0.0%
89			TOTAL	\$47,441	\$47,640	\$47,640	\$47,640	\$47,640	\$47,843	0.4%
90										
91					GEN GOV TOTAL	\$665,695	\$663,495	\$700,695	\$688,908	3.5%
92										

				FY23 ACTUAL	FY24 REQUESTED	FY24 BUDGET	FY24 STM	FY25 DEPT	FY25 ADMIN	%
93	PUBLIC SAFETY									
94	Police - 210									
95	5100	Personnel								
96			Police Chief Salary	\$112,198	\$112,198	\$96,500	\$96,500	\$98,430	\$98,430	2.0%
97			Police Wages	\$540,662	\$503,074	\$525,636	\$525,636	\$536,739	\$505,000	-3.9%
98			Police Assistant	\$16,699	\$16,699	\$16,699	\$16,699	\$21,026	\$21,026	25.9%
99	5110	Employee Support								
100			Police Training Expense	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	0.0%
101			Police Education	\$16,150	\$16,150	\$6,400	\$6,400	\$9,500	\$8,000	25.0%
102			Police Equipment	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	\$3,300	0.0%
103			Stipends & Allowances	\$25,200	\$25,200	\$18,850	\$18,850	\$25,300	\$18,850	0.0%
104			Mileage	\$500	\$500	\$500	\$500	\$500	\$500	0.0%
105	5200	Services								
106			Police Maintenance	\$4,320	\$4,320	\$4,320	\$4,320	\$4,820	\$4,820	11.6%
107			Police Vehicle	\$7,000	\$7,000	\$7,000	\$7,000	\$8,000	\$8,000	14.3%
108			Police Equipment	\$2,000	\$2,000	\$14,600	\$14,600	\$15,800	\$15,800	8.2%
109			Services	\$150	\$150	\$150	\$150	\$150	\$150	0.0%
110	5400	Supplies								
111			Supplies	\$16,050	\$16,050	\$11,650	\$11,650	\$12,000	\$11,650	0.0%
112			TOTAL	\$746,229	\$708,641	\$707,605	\$707,605	\$737,565	\$697,526	-1.4%
113	Fire - 220									
114		Personnell								
115			Fire Chief Salary	\$89,896	\$91,694	\$91,694	\$91,694	\$94,680	\$93,528	2.0%
116			Fire Wages	\$288,292	\$302,993	\$302,993	\$300,993	\$311,118	\$311,118	2.7%
117			Fire Call Wages	\$73,624	\$76,928	\$75,096	\$75,096	\$78,700	\$75,096	0.0%
118			Employee Support							
119			Equipment (Protective Clothing)	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	0.0%
120		Services								
121			Vehicle Maintenance	\$21,000	\$21,000	\$21,000	\$21,000	\$21,000	\$15,000	-28.6%
122			Building Maint. (Electric)	\$1,000	\$2,000	\$2,000	\$2,000	\$2,800	\$2,000	0.0%
123			Ambulance Lease Space	\$20,536	\$21,365	\$21,365	\$21,365	\$21,365	\$21,365	0.0%
124			Ambulance Pro Service	\$26,880	\$26,880	\$26,880	\$26,880	\$26,880	\$26,880	0.0%
125										
126			Building Maint. (Building & Heat)	\$16,000	\$16,000	\$16,000	\$16,000	\$16,000	\$13,500	-15.6%
127			Equipment (Hose, Turn Out Gear)	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$6,000	-25.0%
128			Medical Supplies	\$26,200	\$22,200	\$22,200	\$22,200	\$22,200	\$15,200	-31.5%
129										
130			Fire Equip.(New/Replacement)	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$6,000	-25.0%
131			TOTAL	\$581,928	\$599,560	\$597,728	\$595,728	\$613,243	\$588,187	-1.6%
132	Land Use - 241									
133	5100	Personnel								
134			Staff	\$86,382	\$88,910	\$88,910	\$88,910	\$90,688	\$90,687	2.0%
135	5110	Employee Support								
136			Continuing Ed for Inspectors	\$500	\$500	\$500	\$500	\$500	\$500	0.0%
137	5200	Services								
138			Montachusett Assessment	\$1,526	\$1,526	\$1,526	\$1,526	\$1,526	\$1,650	8.1%
139	5400	Supplies								

				FY23 ACTUAL	FY24 REQUESTED	FY24 BUDGET	FY24 STM	FY25 DEPT	FY25 ADMIN	%
140			Land Use Supplies	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	0.0%
141			TOTAL	\$89,908	\$92,436	\$92,436	\$92,436	\$94,214	\$94,337	2.1%
142	Emergency Management - 291									
143	5100	Personnel								
144			Emergency Planning Director	\$1,133	\$1,156	\$1,156	\$1,156	\$1,156	\$1,156	0.0%
145	5110	Employee Support								
146			CERT Support	\$500	\$500	\$500	\$500	\$500	\$500	0.0%
147	5400	Supplies								
148			Emergency Planning Expenses	\$833	\$833	\$833	\$833	\$833	\$833	0.0%
149			TOTAL	\$2,466	\$2,489	\$2,489	\$2,489	\$2,489	\$2,489	0.0%
150	Animal Control - 292									
151	5200	Services								
152			Regional Animal Control	\$18,573	\$18,944	\$18,944	\$18,944	\$19,323	\$19,323	2.0%
153			TOTAL	\$18,573	\$18,944	\$18,944	\$18,944	\$19,323	\$19,323	2.0%
154	Tree Warden - 294									
155	5100	Personnel								
156			Tree Warden Wages	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	\$1,900	0.0%
157	5200	Services								
158			Outside Tree Services	\$0	\$0	\$0	\$0	\$2,500	\$2,000	
159			TOTAL	\$1,900	\$1,900	\$1,900	\$1,900	\$4,400	\$3,900	105.3%
160	Dispatch - 299									
161	5200	Services								
162			Rutland Regional	\$123,731	\$142,410	\$125,000	\$125,000	\$149,261	\$149,000	19.2%
163			TOTAL	\$123,731	\$142,410	\$125,000	\$125,000	\$149,261	\$149,000	19.2%
164										
165										
166										
167										
168	School - 300									
169	5700	Other								
170			Quabbin Regional	\$5,424,929	\$5,750,424	\$5,750,424	\$5,820,063	\$6,512,650	\$6,343,869	9.0%
171			QRSD Debt	\$28,512	\$30,225	\$30,225	\$30,225	\$56,318	\$56,318	86.3%
172			Montachusett Technical	\$497,609	\$447,411	\$447,411	\$447,411	\$357,138	\$357,138	-20.2%
173			TOTAL	\$5,951,050	\$6,228,060	\$6,228,060	\$6,297,699	\$6,926,106	\$6,757,325	7.3%
174										
175										
176										
177										
178		Personnel								
179			DPW Director	\$82,477	\$84,127	\$84,127	\$87,519	\$89,269	\$89,269	2.0%
180			DPW Wages	\$262,026	\$275,427	\$280,368	\$263,055	\$285,975	\$280,368	0.0%
181			DPW Assistant	\$14,900	\$15,201	\$15,201	\$15,201	\$18,166	\$18,166	19.5%
182		Employee Support								
183			Education	\$2,000	\$2,000	\$2,000	\$2,000	\$1,350	\$2,000	0.0%
184			Clothing	\$7,000	\$7,000	\$7,000	\$7,000	\$8,880	\$7,000	0.0%
185			Cell Phone	\$5,700	\$6,300	\$6,300	\$6,300	\$6,300	\$6,300	0.0%
186			Longevity	\$1,000	\$2,000	\$2,000	\$2,000	\$2,250	\$2,000	0.0%

					FY23 ACTUAL	FY24 REQUESTED	FY24 BUDGET	FY24 STM	FY25 DEPT	FY25 ADMIN	%
279			TOTAL		\$2,600	\$14,485	\$14,485	\$14,485	\$14,485	\$14,485	0.0%
280	Debt - Short Term Principal 750										
281			Principal on Short-Term Debt		\$100,000	\$100,000	\$100,000	\$50,000	\$50,000	\$50,000	-50.0%
282			TOTAL		\$100,000	\$100,000	\$100,000	\$50,000	\$50,000	\$50,000	-50.0%
283	Debt - Long-Term Principal - 751										
284			Debt - Long-Term Principal		\$180,488	\$0	\$0	\$0	\$0	\$0	
285			TOTAL		\$180,488	\$0	\$0	\$0	\$0	\$0	
286	Debt - Long-Term Interest - 752										
287			Long-Term Interest (within Levy)		\$5,400	\$0	\$0	\$0	\$0	\$0	
288			TOTAL		\$5,400	\$0	\$0	\$0	\$0	\$0	
289	Debt - School Roof Principal										
290	Debt - School Roof Interest		Short Term Outside Levy		\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	0.0%
291			Short Term Outside Levy		\$0	\$37,625	\$37,625	\$37,625	\$57,377	\$57,377	52.5%
292			TOTAL		\$0	\$62,625	\$62,625	\$62,625	\$82,377	\$82,377	31.5%
293											
294						Debt Total	\$177,110	\$127,110	\$146,862	\$146,862	-17.1%
295											
296											
297											
297	Cherry Sheet Assessment - 820										
298			Air Pollution		\$1,252	\$1,252	\$1,285	\$1,285	\$1,311	\$1,400	8.9%
299			Regional Transit		\$5,484	\$5,484	\$6,667	\$6,667	\$6,800	\$6,800	2.0%
300			RMV		\$3,740	\$3,740	\$2,000	\$2,000	\$2,040	\$4,080	104.0%
301			TOTAL		\$10,476	\$10,476	\$9,952	\$9,952	\$10,151	\$12,280	23.4%
302	Worcester Regional Retirement - 911										
303			Assessment		\$351,386	\$411,025	\$411,025	\$411,025	\$431,576	\$448,000	9.0%
304			TOTAL		\$351,386	\$411,025	\$411,025	\$411,025	\$431,576	\$448,000	9.0%
305	Unemployment - 913										
306			Reserve		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$0	-100.0%
307			TOTAL		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$0	-100.0%
308	Health insurance - 914										
309			Annual Cost		\$160,000	\$213,360	\$213,360	\$213,360	\$225,000	\$225,000	5.5%
310			TOTAL		\$160,000	\$213,360	\$213,360	\$213,360	\$225,000	\$225,000	5.5%
311	Medicare - 916										
312			Annual Cost		\$31,864	\$32,706	\$32,706	\$32,706	\$33,360	\$33,360	2.0%
313			TOTAL		\$31,864	\$32,706	\$32,706	\$32,706	\$33,360	\$33,360	2.0%
314	Liability Insurance - 945										
315			Annual Cost		\$128,000	\$128,000	\$131,000	\$143,280	\$156,175	\$156,175	19.2%
316			TOTAL		\$128,000	\$128,000	\$131,000	\$143,280	\$156,175	\$156,175	19.2%
317	Offsets and Overlay - 999										
318			Library Off-Set		\$8,627	\$8,627	\$8,627	\$8,627	\$8,627	\$8,627	0.0%
319			Overlay		\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$50,000	-16.7%

				FY23 ACTUAL	FY24 REQUESTED	FY24 BUDGET	FY24 STM	FY25 DEPT	FY25 ADMIN	%
320			TOTAL	\$68,627	\$68,627	\$68,627	\$68,627	\$68,627	\$58,627	-14.6%
321										
322					Indirect Costs Total	\$881,670	\$893,950	\$939,890	\$933,442	5.9%
323										
324										
325			GRAND TOTAL	\$10,247,377	\$10,580,873	\$10,551,462	\$10,551,260	\$11,413,969	\$11,110,778	5.0%



OFFICE OF THE TOWN ADMINISTRATOR

Nathan R. Boudreau, MPA, MCPPO
Town Administrator

7 Main Street, Hubbardstonma.us
admin@hubbardstonma.us
978-928-1400 x200
www.hubbardstonma.us

May 1, 2024

Honorable Hubbardston Select Board
7 Main Street #3
Hubbardston, MA 01452

RE: 2024 Personnel Achievement and Goals Update

Dear Select Board Members,

As we conclude another productive year, I'm delighted by the accomplishments of our dedicated town employees. Each department member has demonstrated an unwavering commitment to professional growth and outstanding service delivery. However, our pursuit of excellent service continues, which is why I'm excited to outline goals for FY2024.

Through our grant-funded partnership with the Collins Center, we will develop a robust 5-year professional development plan. This strategic investment will equip our team with cutting-edge skills, best practices, and a growth mindset to confidently tackle challenges and prepare for future transitions. With these resources, we can elevate performance across all municipal roles.

Please note this is just a brief review of the wonderful things done by Town of Hubbardston employees day in and out.

Ryan Couture - Chief of Police

2023 Achievements:

- Hosted R.A.D. self-defense training to enhance community safety
- Maintained visible presence at town events to build trust with residents
- Reviewed and updated critical policies/procedures for accountability

2024 Goals:

- Increase data-driven traffic enforcement in problem areas
- Expand social media outreach to better inform and engage the public
- Provide leadership/supervisory training for newly promoted Sergeants
- Implement community policing programs for crime prevention

Robert Hayes - Fire Chief

2023 Achievements:

- Secured funding to replace aging ambulance with modern EMS vehicle
- Prioritized emergency vehicle operations training for staff
- Attended portions of FCAM conference for insights on best practices

2024 Goals:

- Continue pursuing funding to replace outdated Engine 2 fire truck
- Develop firefighter leadership program to cultivate next generation officers
- Attend full FCAM conference and tactical fire command courses

Travis Brown - DPW Director

2023 Achievements:

- Implemented a brine solution program for pre-treating roads before winter storms, reducing the amount of rock salt needed and associated costs.
- Developed a multi-year road maintenance and paving plan to strategically prioritize projects and stretch paving dollars through preventative maintenance.
- Cross-trained staff across different DPW divisions to increase overall skills and operational flexibility.

2024 Goals:

- Develop leadership skills among staff by delegating more responsibilities and providing mentorship opportunities.
- Further cross-train personnel across all DPW divisions so they have expertise in multiple areas for better coverage.
- Explore partnerships with other towns for equipment/service sharing or joint procurement to leverage economies of scale.

Kelli Pontbriand - Town Accountant

2023 Achievements:

- Promoted remote work model, maintaining productivity and accessibility.
- Ensured all municipal accounting procedures were properly documented and followed latest regulations.
- Provided valuable financial reporting and analysis to support the Town Administrator and department heads.

2024 Goals:

- Pursue relevant professional development courses and certifications to expand accounting expertise.
- Explore opportunities to further leverage technology for increased financial efficiency.
- Enhance communication and coordination with the Treasurer/Collector's office to align financial procedures.
- Identify potential process improvements to audit preparedness and year-end closing activities.

Mary Leroux - Treasurer/Collector

2023 Achievements:

- Demonstrated expertise by earning the prestigious Massachusetts Certified Tax Collector certification through challenging coursework and exams.
- Provided crucial financial forecasting and promptly resolved any audit issues with thorough documentation and analysis.
- Increased coordination between the Treasurer, Collector, and Human Resources duties to ensure smooth payroll and benefits operations.

2024 Goals:

- Obtain the Massachusetts Certified Treasurer Associate (MCTA) certification to expand treasury management skills.
- Implement a professional development plan for the Assistant Treasurer to transfer knowledge and prepare for future staffing transitions.
- Improve accounts payable efficiency by implementing new accounting software.
- Host quarterly meetings with departments to review policies, procedures and stay audit-ready year-round.

Bobbie Thibault - Assistant Treasurer Collector

2023 Achievements:

- Completed training courses to enhance knowledge of municipal treasury operations and tax collection procedures.
- Provided exceptional customer service to residents inquiring about tax payments and other financial matters.
- Cross-trained with the Treasurer/Collector to ensure seamless coverage during absences or staff transitions.

2024 Goals:

- Undergo comprehensive cross-training across all Treasurer/Collector office functions to increase operational flexibility.
- Pursue continuing education opportunities to further develop technical skills and knowledge of evolving regulations.

Nancy Perron - Building/BOH License Clerk

2023 Achievements:

- Began implementing the Laserfiche document management system for improved record storage and retrieval.
- Delivered amazing customer service to office visitors and callers.

2024 Goals:

- Complete the transition to Laserfiche and develop office procedure manuals/SOPs.
- Continue providing exceptional customer service.
- Explore options for convenient online permitting and payments.
- Oversee transition to the modern Laserfiche document management system
- Develop and publish an comprehensive office procedures manual

Toni Walker - Executive Assistant

2023 Achievements:

- Completed professional development training in HR best practices and the Microsoft Office suite.
- Thoroughly documented processes to identify areas for improvement and streamlining.

2024 Goals:

- Implement and formalize new standardized procedures.
- Plan and coordinate team building and employee morale events.
- Transition personnel files to secure digital format for HR records.
- Pursue further professional development

Patricia Lowe - Land Use Clerk

As a newer team member, Patricia will prioritize these goals in 2024:

- Fully implement streamlined permitting processes town-wide
- Roll out professional templates across all municipal document types
- Host the inaugural 8-week Citizens Academy this Fall
- Submit 5 compelling new grant applications for future initiatives
- Increase transparency by reviewing policies and communications

Melody Green - Town Clerk

Melody is diligently training in her responsibilities. After her initial 90 days, we'll collaborate to define goals.

Christine Barbera - Library Director

Our exceptional library continues innovating and providing invaluable resources under Christine's leadership. Her annual goals are set by the dedicated Library Board of Trustees.

Lauren Wright – Veterans Agent

- Continue to work with any veterans that may need assistance

- Work toward completion of a purple heart community event.

DPW/Police/Fire Unions - No goals as they are unions

With our talented staff and the Collins Center's upcoming professional development resources, I'm confident we'll achieve these goals while exemplifying excellence. We're fortunate to have such dedicated public servants. My door is open to further discuss - the successes ahead will be a true team effort!

Thank you,



Nathan R. Boudreau, MPA, MCPPO
Town Administrator



OFFICE OF THE TOWN ADMINISTRATOR

Nathan R. Boudreau, MPA, MCPPO
Town Administrator

7 Main Street, Hubbardstonma.us
admin@hubbardstonma.us
978-928-1400 x200
www.hubbardstonma.us

April 30, 2024

Honorable Hubbardston Select Board
7 Main Street #3
Hubbardston, MA 01452

RE: Request for Registration of a .Gov Domain

Dear Select Board,

I am writing to request the Board's approval to pursue obtaining a .gov domain name for the Town of Hubbardston's official website, hubbardstonma.us. Upgrading our website's domain to .gov would enhance security and increase trust and credibility for our online municipal presence.

The .gov top-level domain was established by the federal government and is strictly regulated. Only legitimate U.S.-based government organizations at the local, state, tribal or federal level are eligible for .gov domains. By switching to a .gov domain, we can provide verification of our website's authenticity as an official government channel. In addition to the reputational benefits, .gov domains offer important security advantages over other domains. They include mandatory HTTPS encryption, stronger authentication protocols, and other cybersecurity measures overseen by the Department of Homeland Security. These enhanced protections better safeguard the website and online communications against malicious attacks, hacking attempts, and impersonation.

To proceed with acquiring the hubbardstonma.gov domain, I will need the Select Board's approval as well as the direct involvement of the Board Chair for the registration process. I recommend the Town take this important step to uphold best practices for municipal web presence and cybersecurity.

Please let me know if you need any additional information from me regarding this request. I am happy to discuss further at the next Board meeting.

Thank you,

Nathan R. Boudreau, MPA, MCPPO
Town Administrator



OFFICE OF THE TOWN ADMINISTRATOR

Nathan R. Boudreau, MPA, MCPPO
Town Administrator

7 Main Street, Hubbardstonma.us
admin@hubbardstonma.us
978-928-1400 x200
www.hubbardstonma.us

April 30, 2024

Honorable Hubbardston Select Board
7 Main Street #3
Hubbardston, MA 01452

Re: Options Regarding Existing Cannabis Host Community Agreements

Dear Select Board,

I am writing to outline several options based on the legal counsel's opinion and recent communication from businesses regarding their host community agreements (HCAs) executed between the Town and Paper Crane Provisions, LLC, and Royal Sun Farm, LLC, in 2020 and 2021. They are specifically asking that the town renegotiate them or sign waivers to terminate in light of changed regulations.

Option 1: Maintain the Existing HCAs

According to the legal counsel's opinion, the Town is not required to waive the existing HCAs or negotiate new ones at this time, as the current agreements have not expired by their express terms. Legal counsel suggests that the recent legislative changes to the cannabis law (Chapter 180 of the Acts of 2022) may not have retroactive effects on pre-existing HCAs, and a recent Superior Court case (Karp, J.) strongly suggests that the Act is not retroactive.

If the Town chooses this option, it can maintain the existing HCAs until further legal clarity is provided or until the agreements expire according to their terms. (2025 and 2026)

Option 2: Renegotiate Specific Non-Compliant Provisions

The Cannabis Control Commission (CCC) has published regulations requiring marijuana businesses to submit their HCAs for review during the annual license renewal process. If the CCC deems specific provisions of an existing HCA as non-compliant with the new law, it may require the parties to renegotiate those specific provisions.

If the Town receives such a notice from the CCC regarding the existing HCAs, it can choose to renegotiate only the specific non-compliant provisions while maintaining the rest of the agreement.

Option 3: Negotiate New HCAs

While the legal counsel's opinion suggests that the Town is not required to negotiate new HCAs at this time, the Town may choose to do so voluntarily. This option would involve renegotiating and executing entirely new HCAs with Paper Crane Provisions, LLC, and Royal Sun Farm, LLC, to ensure compliance with the new cannabis law and align with the CCC's regulations.

Option 4: Sign HCA Waivers to Terminate Existing Agreements

As mentioned in the legal counsel's opinion, both Paper Crane Provisions, LLC, and Royal Sun Farm, LLC, have requested new HCAs or HCA waivers, suggesting that the existing HCAs have expired or are void or unenforceable due to the legislative changes. Mr. Damon Schmidt of Royal Sun Farm, LLC has provided the Town with an HCA waiver form signed by the town of Royalston for his cultivation HCA. By signing similar waivers, the Town of Hubbardston could effectively terminate the existing HCAs with Royal Sun Farm, LLC and potentially Paper Crane Provisions, LLC as well. Mr. Schmidt suggests this could be a good idea "so we don't have to worry about this in the future." However, it is important to note that terminating the existing HCAs may have implications that should be carefully considered, including any potential loss of community impact fees or other benefits secured through the original agreements.

In conclusion, the legal counsel recommends awaiting further legal clarity on the retroactive application of the new cannabis law and the CCC's authority over pre-existing HCAs. However, the Town has the options outlined above to consider in deciding how to proceed with the existing HCAs, including the recently proposed option of signing waivers to terminate the agreements.

Please let me know if you need any additional information or clarification.

Thank you,



Nathan R. Boudreau, MPA, MCPPO
Town Administrator

From: [Nicole J. Costanzo](mailto:Nicole.J.Costanzo)
To: admin@hubbardstonma.us
Cc: [Carolyn M. Murray](mailto:Carolyn.M.Murray)
Subject: RE: Hubbardston HCA"s
Date: Thursday, April 25, 2024 3:54:19 PM

**CONFIDENTIAL—NOT A PUBLIC DOCUMENT
ATTORNEY-CLIENT PRIVILEGE**

Nate:

It was a pleasure speaking with you earlier today. It is my understanding that Paper Crane Provisions, LLC and Royal Sun Farm, LLC executed a number of host community agreements (“HCAs”) with the Town in 2020 and 2021 and are now each asking the Town for new HCAs and/or HCA waivers. In particular, both of the companies have appeared to suggest that the existing HCAs have expired or otherwise void or unenforceable, citing to recent legislative changes to the marijuana law, G.L. c.94G, §3, pursuant to Chapter 180 of the Acts of 2022, “An Act Relative to Equity in the Cannabis Industry” (the “Act”). You have asked whether the Town is required to negotiate new HCAs or execute HCAs waivers. In my opinion, for the reasons set forth more fully herein, the Town is not required to waive the HCAs or negotiate new HCAs, at this time, as they have not expired by their express terms.

By way of brief background, the Act, which took effect on November 9, 2022, prohibits almost all monetary requirements separate from community impact fees and regulates the manner in which communities can collect and request community impact fees. Among other changes, the Act prohibits HCA terms that require a percent of gross sales as mandatory impact fees and also, requires that community impact fees be annually documented and transmitted by the host community to the marijuana business, not later than one month after the marijuana business’ license is renewed by the Cannabis Control Commission (the “CCC”), as precondition to payment. If this “invoice” is not sent or the marijuana business disputes the impact fee after certification by the CCC, the marijuana business may bring a breach of contract claim and seek an award of damages, attorneys’ fees and other costs. There has, however, been a dispute as to retroactive effect of the Act, if any, on pre-existing agreements (i.e., host community agreements that were in effect prior to November 9, 2022), such as the ones between the Town and the companies.

In addition, the CCC, which has been authorized to enforce the Act, promulgated regulations on October 27, 2023, that now require marijuana businesses to submit their HCAs to the CCC with their applications for annual license renewal. The regulations provide that if the CCC deems an existing HCA or certain provisions therein to be “noncompliant”, it will send notice to the parties with the basis for its findings and parties’ options, among others, to renegotiate those specific “noncompliant” provisions. Again, an argument has been raised that if the Act is not retroactive, the CCC has exceeded its authority in creating regulations that would affect pre-existing HCAs. The CCC first started reviewing HCAs on March 1st and has ninety days to issue a determination on where an HCA received is “noncompliant”. We are not aware of any determinations that have been issued by the CCC to date however, such a determination by the CCC could, in my opinion, be challenged through a certiorari action under such a theory.

Further, I will note that the Superior Court (Karp, J.) considered the issue of retroactivity a couple of months ago in relation to a case involving the City of Haverhill and the collection of impact fees and, strongly suggested that the Act is not retroactive. While we are still awaiting a decision in that case, if this issue is adjudicated and the Court finds that the Act is not retroactive, in my opinion, it would be persuasive authority for the proposition that the CCC does not have jurisdiction over preexisting HCAs, such that the existing ones do not need to be revisited.

Please let me know how the Town would like to proceed. I can, of course, be available if you any additional questions or concerns.

Best,

Nicole

Nicole Costanzo, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 654 1832

C: (617) 519 4816

F: (617) 654 1735

NCostanzo@k-plaw.com

www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

From: Nicole J. Costanzo

Sent: Wednesday, April 24, 2024 8:31 PM

To: Nathan Boudreau <admin@hubbardstonma.us>

Subject: Re: Hubbardston HCA's

That's works, I will call you then.

On Apr 24, 2024, at 7:21 PM, Nathan Boudreau <admin@hubbardstonma.us> wrote:

1?

Nathan R. Boudreau, MPA

Town Administrator

Town of Hubbardston MA

978-928-1400 x200

Admin@hubbardstonma.us

On Apr 24, 2024, at 6:26 PM, Nicole J. Costanzo <NCostanzo@k-plaw.com> wrote:

Nate:

I am currently available anytime tomorrow except between 11:30-12:30am and 3-5pm. On Friday, I can be available any time after 1pm.

Nicole

Nicole Costanzo, Esq.

KP | LAW

101 Arch Street, 12th Floor

Boston, MA 02110

O: (617) 654 1832

C: (617) 519 4816

F: (617) 654 1735

NCostanzo@k-plaw.com

www.k-plaw.com

This message and the documents attached to it, if any, are intended only for the use of the addressee and may contain information that is PRIVILEGED and CONFIDENTIAL and/or may contain ATTORNEY WORK PRODUCT. If you are not the intended recipient, you are hereby notified that any dissemination of this communication is strictly prohibited. If you have received this communication in error, please delete all electronic copies of this message and attachments thereto, if any, and destroy any hard copies you may have created and notify me immediately.

From: Nathan Boudreau <admin@hubbardstonma.us>

Sent: Tuesday, April 23, 2024 8:25 PM

To: Nicole J. Costanzo <NCostanzo@k-plaw.com>

Cc: Carolyn M. Murray <CMurray@k-plaw.com>

Subject: Hubbardston HCA's

Hi Nicole - What does your Thursday or Friday look like? I want to get options to SB on their 5/6 meeting, so that means I can hopefully pull it all together next week.

Thank you,

Nate

Hubbardston, MA



Nathan R. Boudreau, MPA

Town Administrator

Town of Hubbardston

7 Main St. Hubbardston, MA

978-928-1400 X200

ADMIN@HUBBARDSTONMA.US

WWW.HUBBARDSTONMA.US

**TOWN HUBBARDSTON AND
ROYAL SUN FARM, LLC**

HOST COMMUNITY AGREEMENT
FOR THE SITING OF AN ADULT USE MARIJUANA
OUTDOOR CULTIVATION ESTABLISHMENT

THIS HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this 7 day of May 2020 (the “Effective Date”) by and between Royal Sun Farm, LLC, a Massachusetts corporation, and any successor in interest, with a principal office address of 130 South Royalston Road, Royalston MA 01368, (the “Company”), and the Town of Hubbardston, a Massachusetts municipal corporation with a principal address of 7 Main St #12, Hubbardston, MA 01452 (the “Town”) (the Town and the Company, collectively, the “Parties”), acting by and through its Board of Selectmen in reliance upon all of the representations made herein.

RECITALS

WHEREAS, the Company wishes to locate an approximately 150,000 square-foot licensed Tier 6 Marijuana Cultivation Establishment to be limited solely to the outdoor cultivation, processing and packaging of marijuana, with approximately 50,000 square-feet of canopy and with an estimated 6,000 -10,000 square foot structure solely for seedling starting/drying/curing/processing operations and hoop houses-cold frames to cover canopy as necessary, and the delivery of marijuana or transfer of marijuana for adult use, with approximately 19.35 acres at a parcel of land known as 69 Gardner Road in Hubbardston, more accurately described by the deed recorded with the Worcester District Registry of Deeds Book 43927, page 0342 on, and on Map 5 and numbered Lot 153 in the Assessor’s database (the “Establishment”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations;

WHEREAS, the Town recognizes the Establishment may benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base;

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town’s road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town;

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

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

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

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

1. Annual Payments

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

A. Community Impact Fee

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

1. Company shall pay an Annual Community Impact Fee in an amount equal to the greater of (a) three percent (3%) of the gross sales of Establishment which are not sold directly or transferred to Company-owned or operated marijuana retailer establishment(s) or product manufacturing establishment(s) located within the Town, but are distributed to other off-site marijuana establishments, or (b) one hundred fifty thousand dollars (\$150,000.00) payable in the following increments: seventy five thousand dollars (\$75,000) for the first ten thousand (10,000) square feet of canopy, and twenty-five thousand dollars (\$25,000) for each additional ten thousand (10,000) square feet of canopy past twenty thousand (20,000) square feet; provided, however any payment greater than 3% of the gross sales for purposes of the aforementioned Community Impact Fee shall be treated as a voluntary Community Benefit Payment and shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d). The term "gross sales" shall mean the total of all marijuana sales of the Establishment, including wholesale sales, and shall be determined by arms-length wholesale sales made by the Establishment during the year and shall include all marijuana and marijuana products, including marijuana-infused products cultivated and/or sold by the Establishment. In the event the marijuana or marijuana products cultivated at the Establishment are sold by the Company at any marijuana establishment(s) located outside of the Town that is also owned

and controlled by the Company, or its affiliates, such that the product is not subject to an arms-length sale, the value of such product for purposes of calculating the Community Impact Fee shall be based on \$30 per pound sold in flower form or \$30 per pound used in processing for marijuana products.

2. The Annual Community Impact Fee and/or Community Benefit Payment shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30. The Annual Community Impact Fee and/or Community Benefit Payment for the first year of operation shall be prorated based on the number of months the Establishment is in operation. The Establishment shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license and approval to grow from the CCC.
3. The Annual Community Impact Fee and/or Community Benefit Payment shall continue for a period of five (5) years from the date the Establishment commences operations unless the Company ceases activities under this agreement to operate in which case the Community Impact Fee shall be prorated based on the number of months the Company is in operation in the year it ceases to operate; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee and/or Community Benefit Payment or portion thereof already provided to the Town by the Company. A minimum of three (3) months prior to the conclusion of the five (5) year term, the Parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee within six (6) months, the Annual Community Impact Fee specified in Paragraph 1.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above.
4. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
5. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the Town's building permit fee and other permit application fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Establishment Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment that may be required. Any Town legal costs associated with the Establishment, including the cost to negotiate this Agreement, shall be paid from a five thousand dollar (\$5,000) contribution made by the Company to the Town. Any unexpended funds shall be returned by the Town; legal fees exceeding the five thousand dollar (\$5,000) contribution shall be reimbursed to the Town.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 1 of this Agreement. In the event that any such payments are not fully made with five (5) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments if the Company fails to cure the default within five (5) days following issuance of written notice from the Town of the default.

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

The Company shall submit an annual written report to the Town's Board of Selectmen within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a Certificate of Registration for the Establishment.

During the term of this Agreement, and for three (3) years following the termination of this Agreement, the Company shall agree, upon a reasonable request of the Town, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

2. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. The Company's annual report to the Board of Selectmen shall include information concerning the number of Hubbardston residents employed at the Establishment.

3. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid

if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 1 of this Agreement.

4. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

The Company shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

5. Approval of Manager

If requested by the Town, the Company shall provide to the Town, for review and approval, the name, cellular phone number, and other relevant information, including but not limited to the information set forth applicable state regulations of the person proposed to act as on-site manager of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town, through its Board of Selectmen, shall consider such request for approval within thirty (30) days following submittal to

determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Establishment. Said written policies and procedures, as may be amended from time to time, shall be reviewed by the Board of Selectmen as part of its annual review of the Establishment and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

A. Permitting

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

B. Retained Authority of the Municipality

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

C. Annual Reporting

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

D. Annual Inspections

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

E. Improvements to the Property and Establishment thereon

The Company shall make capital improvements to the property and Establishment thereon such that they will match the look and feel of the Town and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses.

F. Indoor/Outdoor Cultivation

The Company hereby agrees and acknowledges that it shall only engage in outdoor cultivation operations at the Establishment unless it receives prior written consent from the Board of Selectmen to engage in indoor cultivation operations. The Company further agrees and acknowledges that the Board of Selectmen may place reasonable limitations on the Company's indoor cultivation operations which shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

8. Water Consumption

The Company shall follow the CCC's Best Management Practices for Water Use. In addition, the Company shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy. The Company shall report to the Board of Selectmen annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

9. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company shall exclusively use cultivation processes that have been approved by the CCC and/or would be considered commercially accepted best practices to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company agrees to consult with the Board of Selectmen regarding its cultivation methods and wastewater plan prior to commencing cultivation in the Establishment or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Establishment. The Company shall comply with all reasonable requests of the Board of Selectmen, including, but not limited to, testing requirements and tank holding requirements if necessary. Company will comply with all requirements for the special permitting.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

10. Odor Control Technology

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the estimated 6,000 -10,000 square foot structure solely for seedling starting/drying/curing/processing operations building of the Establishment as necessary. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

11. Re-Opener/Review

The Company or any “controlling person” in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Board of Selectmen notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a marijuana cultivation establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

12. Municipal Support

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

Copy to Town Counsel:
Carolyn M. Murray, Esq.
101 Arch Street, 12th Floor
Boston, MA 02110

To Company: Royal Sun Farm, LLC
Attn: Damon Schmidt
130 South Royalston Road
Royalston, MA 01368

16. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

17. Governing Law

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

18. Entire Agreement

This Agreement constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

19. Amendments/Waiver

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

20. Headings

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

21. Counterparts

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

22. Signatures

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

23. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town and the Company and any other successor, affiliate or corporate entity as joint ventures or partners.

24. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in the Town or relocates the Establishment out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

25. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees, and all fees and costs, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

If the Town is successful in defending any claim or dispute filed by the Company and relating to the Company's applications for local approval, the Company shall reimburse the Town for all costs and expenses (including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such defense. Payment shall be made within thirty (30) days of written notice by the Town.

If the Town is successful in pursuing any claim or dispute relating to the Company's compliance with this agreement, the Company shall reimburse the Town for all costs and expenses including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such claim. Payment shall be made within thirty (30) days of written notice by the Town.

26. Third-Parties

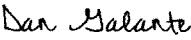
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

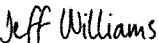
27. Representation of Authority


Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.


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

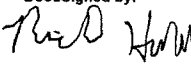
TOWN OF HUBBARDSTON,
By and through its Board of Selectmen,

DocuSigned by:

70B33DE353D24ED
Daniel S. Galante, Chairman

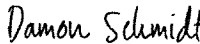
DocuSigned by:

4512D29139B1440
Jeffrey L. Williams, Vice-Chair

DocuSigned by:

8FE54289E01F43E...
Patrick R. Girouard, Clerk

DocuSigned by:

985A717AE6B94B8...
Kris Pareago, Member

DocuSigned by:

2282313269B6475...
Richard Haddad, Member

ROYAL SUN FARM, LLC,
By:

DocuSigned by:

91D66BF015794D6...
Name: Damon Schmidt
Title: CEO

**TOWN HUBBARDSTON AND
PAPER CRAINE PROVISIONS, INC.**

HOST COMMUNITY AGREEMENT

**FOR THE SITING OF AN ADULT USE MARIJUANA
RETAIL ESTABLISHMENT**

THIS HOST COMMUNITY AGREEMENT (the "Agreement") is entered into this 29th day of March 2020 (the "Effective Date") by and between Paper Crane Provisions, Inc., a Massachusetts corporation, and any successor in interest, with a principal office address of 2 Pine Street, Bedford MA 01730, (the "Company"), and the Town of Hubbardston, a Massachusetts municipal corporation with a principal address of 7 Main St #12, Hubbardston, MA 01452 (the "Town") (the Town and the Company, collectively, the "Parties"), acting by and through its Select Board in reliance upon all of the representations made herein.

RECITALS

WHEREAS, the Company wishes to locate an up to 5,000 square-foot licensed Marijuana Retail Establishment to be limited to the retail sale of marijuana, marijuana infused products and related products for adult use, with approximately 2.6 acres at a parcel of land known as 56 Gardner Road in Hubbardston, more accurately described by the deed recorded with the Worcester District Registry of Deeds Book 10095, page 124, and on Map 5 and numbered Lot 80 in the Assessor's database (the "Establishment"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations;

WHEREAS, the Town recognizes the Establishment may benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base;

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town;

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

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

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

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

1. Annual Payments

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

A. Community Impact Fee

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

1. Company shall pay an Annual Community Impact Fee in an amount equal to three percent (3%) of the gross sales at the Establishment or thirty thousand dollars, whichever is greater; provided, however any payment greater than 3% of the gross sales for purposes of the aforementioned Community Impact Fee shall be treated as a voluntary Community Benefit Payment and shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d). The term "gross sales" shall mean the total of all sales transactions of the Establishment, without limitation, whether wholesale or retail, and shall include all sales from only marijuana and marijuana product sales, including marijuana-infused products.
2. The Annual Community Impact Fee and/or Community Benefit Payment shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30. The Annual Community Impact Fee for the first year of operation shall be prorated based on the number of months the Establishment is in operation. The Establishment shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license and approval to grow from the CCC.

3. The Annual Community Impact Fee and/or Community Benefit Payment shall continue for a period of five (5) years from the date the Establishment commences operations unless the Company ceases activities under this agreement to operate in which case the Community Impact Fee shall be prorated based on the number of months the Company is in operation in the year it ceases to operate; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee and/or Community Benefit Payment or portion thereof already provided to the Town by the Company. A minimum of three (3) months prior to the conclusion of the five (5) year term, the Parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee within six (6) months, the Annual Community Impact Fee specified in Paragraph 1.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above.
4. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
5. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment...” Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

B. Annual Community Benefit Payments

In addition to the aforementioned Annual Community Impact Fee and/or Community Benefit Payment, for as long as the Establishment is in operation, the Company shall pay to the Town the sum of twenty thousand dollars (\$20,000). The Town may use this Community Benefit Payment as it deems appropriate in its sole discretion but shall make a good faith effort to allocate said payments for purposes of supporting/funding costs of local police officer trainings and programs.

1. Annual Community Impact Fee shall be made in quarterly installments per the Town’s fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30. The Annual Community Benefit Payment for the first year of operation shall be prorated based on the number of months the Establishment is in operation.

2. The Parties hereby recognize and agree that the Annual Community Benefit Payments to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

C. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the Town's building permit fee and other permit application fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Establishment Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment that may be required. Any Town legal costs associated with the Establishment, including the cost to negotiate this Agreement, shall be paid from a five thousand dollars (\$5,000) contribution made by the Company to the Town. Any unexpended funds shall be returned by the Town; legal fees exceeding the five thousand dollars (\$5,000) contribution shall be reimbursed to the Town.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 1 of this Agreement. In the event that any such payments are not fully made with five (5) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments if the Company fails to cure the default within five (5) days following issuance of written notice from the Town of the default.

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

The Company shall submit an annual written report to the Town's Select Board within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Select Board to review compliance with the terms of this

Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a Certificate of Registration for the Establishment.

During the term of this Agreement, and for three (3) years following the termination of this Agreement, the Company shall agree, upon a reasonable request of the Town, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

2. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. The Company's annual report to the Select Board shall include information concerning the number of Hubbardston residents employed at the Establishment.

3. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 1 of this Agreement.

4. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

The Company shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

The Company further agrees and acknowledges that the Town and its agents may, at any time and without prior notice, authorize an employee or other agent to pose as a customer and purchase any Marijuana or Marijuana Products from the Facility. The Town may authorize such purchase for any investigative purposes of determining compliance with the terms of this Agreement and identification check requirements.

5. Approval of Manager

If requested by the Town, the Company shall provide to the Town, for review and approval, the name, cellular phone number, and other relevant information, including but not limited to the information set forth applicable state regulations of the person proposed to act as on-site manager of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town, through its Select Board, shall consider such request for approval within thirty (30) days following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Establishment. Said written policies and procedures, as may be amended from time to time, shall be reviewed by the Select Board as part of its annual review of the Establishment and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

A. Permitting

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

B. Retained Authority of the Municipality

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

C. Annual Reporting

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

D. Annual Inspections

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

E. Improvements to the Property and Establishment thereon

The Company shall make capital improvements to the property and Establishment thereon such that they will match the look and feel of the Town and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses.

8. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

9. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Select Board notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a Marijuana Retail Establishment, either individually or as co-located uses, with another municipality located in Massachusetts with a census population of less than 25,000 that contains

financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales than the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality. The re-negotiation of the Host Community Agreement under this provision would not preclude the Company from operating during the negotiation of the successor agreement, provided the Company is in full compliance with all other terms of this Agreement.

10. Municipal Support

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

11. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in the with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final License from the CCC and all necessary local permits from the Town operations at the Establishment within eighteen (18) months from the Effective Date of this Agreement, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Establishment within the Town. The Select Board, in its discretion, may agree to an extension of the eighteen (18) months expiration, for good cause, which shall include the time required to secure CCC approval or to pursue or await the determination of an appeal of the special permit or other legal proceeding, provided, however, that such processes are expeditiously undertaken.

12. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity

interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

13. Notices

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

To Town: Town Administrator
 Town of Hubbardston
 Main Street, #12
 Hubbardston, MA 01452

Copy to Town Counsel:
Carolyn M. Murray, Esq.
101 Arch Street, 12th Floor
Boston, MA 02110

To Company: Paper Crane Cannabis, Inc.
 Attn: Boey Bertold, CEO
 2 Pine Street
 Bedford, MA 01730

14. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

15. Governing Law

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

16. Entire Agreement

This Agreement constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

17. Amendments/Waiver

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

18. Headings

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

19. Counterparts

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

20. Signatures

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

21. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town and the Company and any other successor, affiliate or corporate entity as joint ventures or partners.

22. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in the Town or relocates the Establishment out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

23. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees, and all fees and costs, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

If the Town is successful in defending any claim or dispute filed by the Company and relating to the Company's applications for local approval, the Company shall reimburse the Town for all costs and expenses (including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such defense. Payment shall be made within thirty (30) days of written notice by the Town.

If the Town is successful in pursuing any claim or dispute relating to the Company's compliance with this agreement, the Company shall reimburse the Town for all costs and expenses including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such claim. Payment shall be made within thirty (30) days of written notice by the Town.

24. Third-Parties

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

25. Representation of Authority

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

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

[SIGNATURE PAGE TO FOLLOW]

**TOWN OF HUBBARDSTON,
By and through its Select Board,**

**PAPER CRANE PROVISIONS, INC.,
By:**

DocuSigned by:


Daniel S. Galante, Chairman

DocuSigned by:
Jeff Williams

Jeffrey L. Williams, Vice-Chair

DocuSigned by:
Pat Girouard

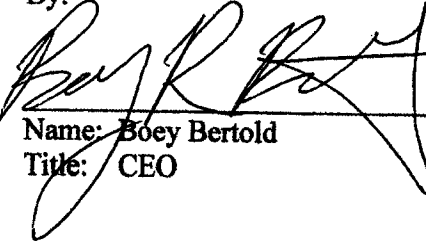
Patrick R. Girouard, Clerk

DocuSigned by:
Kris Pareago

Kris Pareago, Member

DocuSigned by:
Richard Haddad

Richard Haddad, Member


Name: **Boey Bertold**
Title: **CEO**
3-29-20

714684V2/HUBB/0137

**TOWN HUBBARDSTON AND
PAPER CRANE PROVISIONS, LLC**

HOST COMMUNITY AGREEMENT
FOR THE SITING OF AN ADULT USE MARIJUANA
OUTDOOR CULTIVATION ESTABLISHMENT

THIS HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this 1 day of March 2021 (the “Effective Date”) by and between Paper Crane Provisions, LLC, a Massachusetts corporation, and any successor in interest, with a principal office address of 2 Pine St Bedford MA 01730 (the “Company”), and the Town of Hubbardston, a Massachusetts municipal corporation with a principal address of 7 Main St #12, Hubbardston, MA 01452 (the “Town”) (the Town and the Company, collectively, the “Parties”), acting by and through its Select Board in reliance upon all of the representations made herein.

RECITALS

WHEREAS, the Company wishes to locate an approximately 58,000 square-foot licensed Tier 6 Marijuana Cultivation Establishment on approximately 2.66 acres at a parcel of land known as 56 Gardner Road in Hubbardston, more accurately described by the deed recorded with the Worcester District Registry of Deeds Book 10095, page 124 on, and on Map 5 and numbered Lot 80 in the Assessor’s database (the “Property”), for the outdoor cultivation, processing and packaging of marijuana, with approximately 45,000 square-feet of canopy and with an estimated 7,200 square foot structure solely for seedling starting/drying/curing/processing operations and hoop houses-cold frames to cover canopy as necessary, (the “Establishment”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations;

WHEREAS, the Town previously executed host community agreements with the Company to locate a marijuana cultivation establishment for indoor cultivation, as well as a marijuana product manufacturing establishment and marijuana retail establishment, all for adult-use, at the Property;

WHEREAS, the Town recognizes the Establishment may benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base;

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town’s road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town;

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

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

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

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

1. Annual Payments

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

A. Community Impact Fee

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

1. Company shall pay an Annual Community Impact Fee in an amount equal to the greater of (a) three percent (3%) of the gross sales of Establishment which are not sold directly or transferred to Company-owned or operated marijuana retailer establishment(s) or product manufacturing establishment(s) located within the Town, but are distributed to other off-site marijuana establishments, or (b) one hundred fifty thousand dollars (\$150,000.00) payable in the following increments: seventy five thousand dollars (\$75,000) for the first ten thousand (10,000) square feet of canopy, and twenty-five thousand dollars (\$25,000) for each additional ten thousand (10,000) square feet of canopy past twenty thousand (20,000) square feet; provided, however any payment greater than 3% of the gross sales for purposes of the aforementioned Community Impact Fee shall be treated as a voluntary Community Benefit Payment and shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d). The term "gross sales" shall mean the total of all marijuana sales of the Establishment, including wholesale sales, and shall be determined by arms-length wholesale sales made by the Establishment during the year and shall

include all marijuana and marijuana products, including marijuana-infused products cultivated and/or sold by the Company. In the event the marijuana or marijuana products cultivated at the Establishment are sold by the Company at any marijuana establishment(s) located outside of the Town that is also owned and controlled by the Company, or its affiliates, such that the product is not subject to an arms-length sale, the value of such product for purposes of calculating the Community Impact Fee shall be based on \$30 per pound sold in flower form or \$30 per pound used in processing for marijuana products.

2. The Annual Community Impact Fees and applicable Community Benefit Payments shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30. Payments for the first year of operation shall be prorated based on the number of months the Establishment is in operation. The Establishment shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license and approval to operate from the CCC (the "Commencement of Operations").
3. The Annual Community Impact Fees and/or Community Benefit Payments shall continue for a period of five (5) years from the Commencement of Operations unless the Company ceases activities under this Agreement to operate in which case the Community Impact Fee shall be prorated based on the number of months the Company is in operation in the year it ceases to operate; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee and/or Community Benefit Payment or portion thereof already provided to the Town by the Company. A minimum of three (3) months prior to the conclusion of the five (5) year term, the Parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee within six (6) months, the Annual Community Impact Fee specified in Paragraph 1.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above.
4. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
5. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due

under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

6. Annual Community Impact Fees are expressly included as “other municipal charges” pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if the Company’s name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company anticipates that it will make purchases of water and sewer from all local government agencies. The Company will pay any and all fees associated with the local permitting of the Establishment. If the Town receives other payments from the Company (other than additional voluntary payments made by the Company), or from the Department of Revenue or any other source, the funds which have been collected by assessment against the Company, including but not limited to taxes imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments. The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the Town’s building permit fee and other permit application fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Establishment Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment that may be required. Any Town legal costs associated with the Establishment, including the cost to negotiate this Agreement, shall be paid from a five thousand dollar (\$5,000) contribution made by the Company to the Town. Any unexpended funds shall be returned by the Town; legal fees exceeding the five thousand dollar (\$5,000) contribution shall be reimbursed to the Town.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all reasonable consulting costs and fees related to the monitoring and

enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.

4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 1 of this Agreement. In the event that any such payments are not fully made with five (5) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments if the Company fails to cure the default within five (5) days following issuance of written notice from the Town of the default.

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

The Company shall submit an annual written report to the Town's Select Board within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Select Board to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a Certificate of Registration for the Establishment.

During the term of this Agreement, and for three (3) years following the termination of this Agreement, the Company shall agree, upon a reasonable request of the Town, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

2. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. The Company's annual report to the Select Board shall include information concerning the number of Hubbardston residents employed at the Establishment.

Efforts shall include, at a minimum, actively soliciting bids from local vendors through local advertisements and direct contact, advertising any job expansion or hiring of new permanent full time employees first to residents of the Town before advertising through all typical regional employment advertising outlets.

3. No Off-Set Payments

If the Town receives additional payments from the Company, or from the Department of Revenue or any other source, the funds for which have been collected by assessment against the Company, including, but not limited to taxes, imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 1 of this Agreement.

5. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

The Company shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

6. Approval of Manager

If requested by the Town, the Company shall provide to the Town, for review and approval, the name, cellular phone number, and other relevant information, including but not limited to the information set forth applicable state regulations of the person proposed to act as on-site manager of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town, through its Select Board, shall consider such request for approval within thirty (30) days following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

7. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address

mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Establishment. Said written policies and procedures, as may be amended from time to time, shall be reviewed by the Select Board as part of its annual review of the Establishment and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

8. Additional Obligations

A. Permitting

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

B. Retained Authority of the Town

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

C. Annual Reporting

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

D. Annual Inspections

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

E. Improvements to the Property and Establishment thereon

The Company shall make capital improvements to the Property and Establishment thereon such that they will match the look and feel of the Town and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses.

9. Water Consumption

The Company shall follow the CCC's Best Management Practices for Water Use. In addition, the Company shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy. The Company shall report to the Select Board annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

10. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company shall exclusively use cultivation processes that have been approved by the CCC and/or would be considered commercially accepted best practices to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company agrees to consult with the Select Board regarding its cultivation methods and wastewater plan prior to commencing cultivation at the Cultivation Facility or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Cultivation Establishment. The Company shall comply with all reasonable requests of the Select Board, including, but not limited to, testing requirements and tank holding requirements if necessary. The Company will comply with all requirements for the special permitting.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

11. Odor Control Technology

The Company shall ensure that odor from the Cultivation Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) as necessary. The

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

12. Lighting, Electrical Usage and Renewable Energy Requirements

Prior to the Commencement of Operations at the Establishment, the Company shall (a) satisfy all minimum energy efficiency and equipment standards established by the CCC and meet all applicable environmental laws, regulations, permits, and other applicable approvals; and (b) adopt and use best management practices as determined by the CCC to reduce energy usage and consumption and engage in energy conservation.

The Company shall use lighting practices to reduce light pollution, that minimize the impact on maintaining a ‘dark sky’, by using best practices for outdoor lighting such as shielding lights and directing them down, selecting lamps with warmer colors, use less light and only where needed, and shielding any indoor lighting after sunset and before sunrise.

13. Re-Opener/Review

The Company or any “controlling person” in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Select Board notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a marijuana cultivation establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

14. Municipal Support

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

15. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in the Town with

the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final License from the CCC and all necessary local permits from the Town operations at the Establishment within eighteen (18) months from the Effective Date of this Agreement, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Establishment within the Town. The Town, in its discretion, may agree to an extension of the eighteen (18) months expiration, for good cause, which shall include the time required to secure CCC approval or to pursue or await the determination of an appeal of the special permit or other legal proceeding, provided, however, that such processes are expeditiously undertaken.

16. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

17. Notices

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

To Town: Town Administrator
 Town of Hubbardston
 Main Street, #12
 Hubbardston, MA 01452

Copy to Town Counsel:
Carolyn M. Murray, Esq.
101 Arch Street, 12th Floor
Boston, MA 02110

To Company: Paper Crane Provisions, LLC
Attn: Boey Bertold, CEO
2 Pine Street
Bedford, MA 01730
Copy to Counsel:

Nicholas Obolensky, Esq.
Obolensky & Balkcom, LLC
128 Dorrance St.
6th Floor
Providence, RI 02903

18. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

19. Governing Law

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

20. Entire Agreement

This Agreement constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

21. Amendments/Waiver

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

22. Headings

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

23. Counterparts

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

24. Signatures

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

25. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town and the Company and any other successor, affiliate or corporate entity as joint ventures or partners.

26. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in the Town or relocates the Establishment out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

27. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees, and all fees and costs, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

If the Town is successful in defending any claim or dispute filed by the Company and relating to the Company's applications for local approval, the Company shall reimburse the Town for all costs and expenses (including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such defense. Payment shall be made within thirty (30) days of written notice by the Town.

If the Town is successful in pursuing any claim or dispute relating to the Company's compliance with this agreement, the Company shall reimburse the Town for all costs and expenses including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such claim. Payment shall be made within thirty (30) days of written notice by the Town.

28. Third-Parties

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

29. Representation of Authority

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

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

TOWN OF HUBBARDSTON,
By and through its Select Board,

PAPER CRANE PROVISIONS, LLC,
By:

DocuSigned by:
Dan Galante
6BABFCFA729349F...

DocuSigned by:
Boey Bertold
521CE84ADB9B420...

DocuSigned by:
Jeff Williams
8AC2C314131B474...

Name: Boey Bertold
Title: CEO

DocuSigned by:
[Signature]
DE403975760646C...

DocuSigned by:
Kris Parago
B3DE80D43C5344A...

**TOWN HUBBARDSTON AND
PAPER CRANE PROVISIONS, LLC**

HOST COMMUNITY AGREEMENT
**FOR THE SITING OF AN ADULT USE MARIJUANA
INDOOR CULTIVATION ESTABLISHMENT**

THIS HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this 7 day of May 2020 (the “Effective Date”) by and between Paper Crane Provisions, LLC, a Massachusetts corporation, and any successor in interest, with a principal office address of 2 Pine St Bedford MA 01730, (the “Company”), and the Town of Hubbardston, a Massachusetts municipal corporation with a principal address of 7 Main St #12, Hubbardston, MA 01452 (the “Town”) (the Town and the Company, collectively, the “Parties”), acting by and through its Board of Selectman in reliance upon all of the representations made herein.

RECITALS

WHEREAS, the Company wishes to locate an approximately 50,000 square-foot licensed Tier 6 Marijuana Cultivation Establishment to be limited solely to the indoor cultivation, processing and packaging of marijuana, with approximately 25,000-50,000 square-feet of canopy and with approximately 5,000 square feet solely for drying/curing/processing operations, and the delivery of marijuana or transfer of marijuana for adult use, with approximately 19.35 acres at a parcel of land known as 69 Gardner Road in Hubbardston, more accurately described by the deed recorded with the Worcester District Registry of Deeds Book 43927, page 0342 on, and on Map 5 and numbered Lot 153 in the Assessor’s database (the “Establishment”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations;

WHEREAS, the Town recognizes the Establishment may benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base;

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town’s road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town;

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

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

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

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

1. Annual Payments

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

A. Community Impact Fee

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

1. Company shall pay an Annual Community Impact Fee in an amount equal to the greater of (a) three percent (3%) of the gross sales of Establishment which are not sold directly or transferred to Company-owned or operated marijuana retailer establishment(s) or product manufacturing establishment(s) located within the Town, but are distributed to other off-site marijuana establishments, or (b) one hundred fifty thousand dollars (\$150,000.00) payable in the following increments: seventy five thousand dollars (\$75,000) for the first ten thousand (10,000) square feet of canopy, and twenty-five thousand dollars (\$25,000) for each additional ten thousand (10,000) square feet of canopy past twenty thousand (20,000) square feet; provided, however any payment greater than 3% of the gross sales for purposes of the aforementioned Community Impact Fee shall be treated as a voluntary Community Benefit Payment and shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d). The term "gross sales" shall mean the total of all marijuana sales of the Establishment, including wholesale sales, and shall be determined by arms-length wholesale sales made by the Establishment during the year and shall include all marijuana and marijuana products, including marijuana-infused products cultivated and/or sold by the Establishment. In the event the marijuana or marijuana products cultivated at the Establishment are sold by the Company at any marijuana establishment(s) located outside of the Town that is also owned and controlled by the Company, or its affiliates, such that the product is not

subject to an arms-length sale, the value of such product for purposes of calculating the Community Impact Fee shall be based on \$30 per pound sold in flower form or \$30 per pound used in processing for marijuana products.

2. The Annual Community Impact Fee and/or Community Benefit Payment shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30. The Annual Community Impact Fee and/or Community Benefit Payment for the first year of operation shall be prorated based on the number of months the Establishment is in operation. The Establishment shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license and approval to grow from the CCC.
3. The Annual Community Impact Fee and/or Community Benefit Payment shall continue for a period of five (5) years from the date the Establishment commences operations unless the Company ceases activities under this agreement to operate in which case the Community Impact Fee shall be prorated based on the number of months the Company is in operation in the year it ceases to operate; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee and/or Community Benefit Payment or portion thereof already provided to the Town by the Company. A minimum of three (3) months prior to the conclusion of the five (5) year term, the Parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee within six (6) months, the Annual Community Impact Fee specified in Paragraph 1.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above.
4. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
5. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the Town's building permit fee and other permit application fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Establishment Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment that may be required. Any Town legal costs associated with the Establishment, including the cost to negotiate this Agreement, shall be paid from a five thousand dollar (\$5,000) contribution made by the Company to the Town. Any unexpended funds shall be returned by the Town; legal fees exceeding the five thousand dollar (\$5,000) contribution shall be reimbursed to the Town.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 1 of this Agreement. In the event that any such payments are not fully made with five (5) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments if the Company fails to cure the default within five (5) days following issuance of written notice from the Town of the default.

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

The Company shall submit an annual written report to the Town's Board of Selectman within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectman to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a Certificate of Registration for the Establishment.

During the term of this Agreement, and for three (3) years following the termination of this Agreement, the Company shall agree, upon a reasonable request of the Town, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

2. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. The Company's annual report to the Board of Selectman shall include information concerning the number of Hubbardston residents employed at the Establishment.

3. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid

if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 1 of this Agreement.

4. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

The Company shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

5. Approval of Manager

If requested by the Town, the Company shall provide to the Town, for review and approval, the name, cellular phone number, and other relevant information, including but not limited to the information set forth applicable state regulations of the person proposed to act as on-site manager of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town, through its Board of Selectman, shall consider such request for approval within thirty (30) days following submittal to

determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Establishment. Said written policies and procedures, as may be amended from time to time, shall be reviewed by the Board of Selectman as part of its annual review of the Establishment and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

A. Permitting

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

B. Retained Authority of the Municipality

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

C. Annual Reporting

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

D. Annual Inspections

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

E. Improvements to the Property and Establishment thereon

The Company shall make capital improvements to the property and Establishment thereon such that they will match the look and feel of the Town and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses.

F. Indoor/Outdoor Cultivation

The Company hereby agrees and acknowledges that it shall only engage in indoor cultivation operations at the Establishment unless it receives prior written consent from the Board of Selectman to engage in outdoor cultivation operations. The Company further agrees and acknowledges that the Board of Selectman may place reasonable limitations on the Company's outdoor cultivation operations which shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

8. Water Consumption

The Company shall follow the CCC's Best Management Practices for Water Use. In addition the Company shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy. The Company shall report to the Board of Selectman annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

9. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company shall exclusively use cultivation processes that have been approved by the CCC and/or would be considered commercially accepted best practices to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company agrees to consult with the Board of Selectman regarding its cultivation methods and wastewater plan prior to commencing cultivation in the Establishment or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Establishment. The Company shall comply with all reasonable requests of the Board of Selectman, including, but not limited to, testing requirements and tank holding requirements if necessary. Company will comply with all requirements for the special permitting.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

10. Odor Control Technology

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Establishment as necessary. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

11. Re-Opener/Review

The Company or any “controlling person” in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Board of Selectman notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a marijuana cultivation establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

12. Municipal Support

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

13. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in the Town with

the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final License from the CCC and all necessary local permits from the Town operations at the Establishment within eighteen (18) months from the Effective Date of this Agreement, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Establishment within the Town. The Town, in its discretion, may agree to an extension of the eighteen (18) months expiration, for good cause, which shall include the time required to secure CCC approval or to pursue or await the determination of an appeal of the special permit or other legal proceeding, provided, however, that such processes are expeditiously undertaken.

14. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

15. Notices

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

To Town: Town Administrator
 Town of Hubbardston
 Main Street, #12
 Hubbardston, MA 01452

Copy to Town Counsel:
Carolyn M. Murray, Esq.
101 Arch Street, 12th Floor
Boston, MA 02110

To Company: Paper Crane Provisions, LLC
Attn: Boey Bertold, CEO
2 Pine Street
Bedford, MA 01730

16. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

17. Governing Law

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

18. Entire Agreement

This Agreement constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

19. Amendments/Waiver

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

20. Headings

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

21. Counterparts

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

22. Signatures

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

23. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town and the Company and any other successor, affiliate or corporate entity as joint ventures or partners.

24. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in the Town or relocates the Establishment out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

25. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees, and all fees and costs, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

If the Town is successful in defending any claim or dispute filed by the Company and relating to the Company's applications for local approval, the Company shall reimburse the Town for all costs and expenses (including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such defense. Payment shall be made within thirty (30) days of written notice by the Town.

If the Town is successful in pursuing any claim or dispute relating to the Company's compliance with this agreement, the Company shall reimburse the Town for all costs and expenses including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such claim. Payment shall be made within thirty (30) days of written notice by the Town.

26. Third-Parties

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

27. Representation of Authority

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

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

TOWN OF HUBBARDSTON,
By and through its Board of Selectman,

DocuSigned by:
Dan Galante
70B33DE353D24ED

Daniel S. Galante, Chairman

DocuSigned by:
Jeff Williams
1120241239B7401

Jeffrey Williams, Vice-Chair

DocuSigned by:
Pat Girouard
8EE54289E01E43E

Patrick R. Girouard, Clerk

DocuSigned by:
Kris Pareago
985A717AE6B94B8...

Kris Pareago, Member

DocuSigned by:
Richard Haddad
124...

Richard Haddad, Member

PAPER CRANE PROVISIONS, LLC,
By:

DocuSigned by:
Boey Bertold
521CE84ADB9B420

Name: Boey Bertold

Title: CEO

**TOWN HUBBARDSTON AND
PAPER CRANE PROVISIONS, LLC**

HOST COMMUNITY AGREEMENT

**FOR THE SITING OF AN ADULT USE MARIJUANA
PRODUCT MANUFACTURING ESTABLISHMENT**

THIS HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this 7 day of May 2020 (the “Effective Date”) by and between Paper Crane Provisions, LLC, a Massachusetts corporation, and any successor in interest, with a principal office address of 2 Pine St, Bedford MA 01730, (the “Company”), and the Town of Hubbardston, a Massachusetts municipal corporation with a principal address of 7 Main St #12, Hubbardston, MA 01452 (the “Town”) (the Town and the Company, collectively, the “Parties”), acting by and through its Board of Selectmen in reliance upon all of the representations made herein.

RECITALS

WHEREAS, the Company wishes to locate approximately 10,000 square foot licensed adult-use marijuana product manufacturing establishment, with approximately 2,000 square feet of administrative space, solely for the product manufacturing, commercial production and transportation of marijuana for adult use at a parcel of land known as 56 Gardner Road in Hubbardston, more accurately described by the deed recorded with the Worcester District Registry of Deeds Book 10095, page 124 on, and on Map 5 and numbered Lot 80 in the Assessor’s database (the “Establishment”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations;

WHEREAS, the Town recognizes the Establishment may benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base;

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town’s road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town;

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

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

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

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

1. Annual Payments

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

A. Community Impact Fee

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

1. Company shall pay an Annual Community Impact Fee in an amount equal to three percent (3%) of the gross sales of Establishment which are not sold directly or transferred to Company-owned or operated marijuana retailer establishment(s) or product manufacturing establishment(s) located within the Town, but are distributed to other off-site marijuana establishments. The term "gross sales" shall mean the total of all marijuana sales of the Establishment, including wholesale sales, and shall be determined by arms-length wholesale sales made by the Establishment during the year and shall include all marijuana and marijuana products, including marijuana-infused products produced and/or sold by the Establishment. In the event the marijuana or marijuana products produced at the Establishment are sold by the Company at any marijuana establishment(s) located outside of the Town that is also owned and controlled by the Company, or its affiliates, such that the product is not subject to an arms-length sale, the value of such product for purposes of calculating the Community Impact Fee shall be based on \$30 per pound sold in flower form or \$30 per pound used in processing for marijuana products.
2. The Annual Community Impact Fee and/or Community Benefit Payment shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30. The Annual Community Impact Fee and/or Community Benefit Payment for the first year of operation

shall be prorated based on the number of months the Establishment is in operation. The Establishment shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license and approval to grow from the CCC.

3. The Annual Community Impact Fee and/or Community Benefit Payment shall continue for a period of five (5) years from the date the Establishment commences operations unless the Company ceases activities under this agreement to operate in which case the Community Impact Fee shall be prorated based on the number of months the Company is in operation in the year it ceases to operate; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee and/or Community Benefit Payment or portion thereof already provided to the Town by the Company. A minimum of three (3) months prior to the conclusion of the five (5) year term, the Parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee within six (6) months, the Annual Community Impact Fee specified in Paragraph 1.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above.
4. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
5. Pursuant to M.G.L. c. 94G, §3(d), a “community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment...” Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the Town’s building permit fee and other permit application fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Establishment Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including

planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment that may be required. Any Town legal costs associated with the Establishment, including the cost to negotiate this Agreement, shall be paid from a five thousand dollar (\$5,000) contribution made by the Company to the Town. Any unexpended funds shall be returned by the Town; legal fees exceeding the five thousand dollar (\$5,000) contribution shall be reimbursed to the Town.

3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 1 of this Agreement. In the event that any such payments are not fully made with five (5) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments if the Company fails to cure the default within five (5) days following issuance of written notice from the Town of the default.

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

The Company shall submit an annual written report to the Town's Board of Selectmen within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a Certificate of Registration for the Establishment.

During the term of this Agreement, and for three (3) years following the termination of this Agreement, the Company shall agree, upon a reasonable request of the Town, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's

financial records for purposes of determining that the payment of its Annual Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

2. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. The Company's annual report to the Board of Selectmen shall include information concerning the number of Hubbardston residents employed at the Establishment.

3. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 1 of this Agreement.

4. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority,

as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

The Company shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

5. Approval of Manager

If requested by the Town, the Company shall provide to the Town, for review and approval, the name, cellular phone number, and other relevant information, including but not limited to the information set forth applicable state regulations of the person proposed to act as on-site manager of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town, through its Board of Selectmen, shall consider such request for approval within thirty (30) days following submittal to determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Establishment. Said written policies and procedures, as may be amended from time to time, shall be reviewed by the Board of

Selectmen as part of its annual review of the Establishment and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

A. Permitting

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

B. Retained Authority of the Municipality

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

C. Annual Reporting

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

D. Annual Inspections

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

E. Improvements to the Property and Establishment thereon

The Company shall make capital improvements to the property and Establishment thereon such that they will match the look and feel of the Town and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses.

8. Water Consumption

The Company shall follow the CCC's Best Management Practices for Water Use. In addition the Company shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy. The Company shall report to the Board of Selectmen annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

9. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company shall exclusively use product manufacturing processes that have been approved by the CCC and/or would be considered commercially accepted best practices to limit the risk of pollutants and contaminants from being discharged into surface water and groundwater. Company agrees to consult with the Board of Selectmen regarding its cultivation methods and wastewater plan prior to commencing manufacturing in the Establishment or in the event of a change of the Company's manufacturing practices that may result in wastewater discharge at the Establishment. The Company shall comply with all reasonable requests of the Board of Selectmen, including, but not limited to, testing requirements and tank holding requirements if necessary. The Company will comply with all requirements for the special permitting.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

10. Odor Control Technology

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the Establishment as necessary. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

11. Re-Opener/Review

The Company or any “controlling person” in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Board of Selectmen notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a marijuana manufacturing establishment with another municipality in the Commonwealth that is only for marijuana manufacturing and not a combined cultivation/manufacturing Host Community Agreement that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

12. Municipal Support

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

13. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates the Establishment in the Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

In the event the Company has not secured a final License from the CCC and all necessary local permits from the Town operations at the Establishment within eighteen (18) months from the Effective Date of this Agreement, this Agreement shall expire and the Company shall be required to negotiate a new Host Community Agreement in order to operate the Establishment within the Town. The Town, in its discretion, may agree to an extension of the eighteen (18) months expiration, for good cause, which shall include the time required to secure CCC approval or to pursue or await the determination of an appeal of the special permit or other legal proceeding, provided, however, that such processes are expeditiously undertaken.

14. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

15. Notices

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

To Town: Town Administrator
 Town of Hubbardston
 Main Street, #12
 Hubbardston, MA 01452

Copy to Town Counsel:
Carolyn M. Murray, Esq.
101 Arch Street, 12th Floor
Boston, MA 02110

To Company: Paper Crane Cannabis, Inc.
 Attn: Boey Bertold, CEO
 2 Pine Street
 Bedford, MA 01730

16. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed

affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

17. Governing Law

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

18. Entire Agreement

This Agreement constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

19. Amendments/Waiver

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

20. Headings

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

21. Counterparts

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

22. Signatures

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

23. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town and the Company and any other successor, affiliate or corporate entity as joint ventures or partners.

24. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in the Town or relocates the Establishment out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

25. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees, and all fees and costs, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

If the Town is successful in defending any claim or dispute filed by the Company and relating to the Company's applications for local approval, the Company shall reimburse the Town for all costs and expenses (including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such defense. Payment shall be made within thirty (30) days of written notice by the Town.

If the Town is successful in pursuing any claim or dispute relating to the Company's compliance with this agreement, the Company shall reimburse the Town for all costs and expenses including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such claim. Payment shall be made within thirty (30) days of written notice by the Town.

26. Third-Parties

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

27. Representation of Authority

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

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

TOWN OF HUBBARDSTON,
By and through its Board of Selectmen,

DocuSigned by:
Dan Galante
70B33DE353D24ED

Daniel S. Galante, Chairman

DocuSigned by:
Jeff Williams
7F518B291399B7141

Jeffrey L. Williams, Vice-Chair

DocuSigned by:
Pat Girouard
8FE54289E01F43E...

Patrick R. Girouard, Clerk

DocuSigned by:
Kris Pareago
985A717AE6B94B8...

Kris Pareago, Member

DocuSigned by:
Richard Haddad
22488...

Richard Haddad, Member

PAPER CRANE PROVISIONS, LLC,
By:

DocuSigned by:
Boey Bertold
521CE84ADB9B420...

Name: Boey Bertold

Title: CEO

**TOWN HUBBARDSTON AND
ROYAL SUN FARM, LLC**

HOST COMMUNITY AGREEMENT
FOR THE SITING OF AN ADULT USE MARIJUANA
OUTDOOR CULTIVATION ESTABLISHMENT

THIS HOST COMMUNITY AGREEMENT (the “Agreement”) is entered into this 7 day of May 2020 (the “Effective Date”) by and between Royal Sun Farm, LLC, a Massachusetts corporation, and any successor in interest, with a principal office address of 130 South Royalston Road, Royalston MA 01368, (the “Company”), and the Town of Hubbardston, a Massachusetts municipal corporation with a principal address of 7 Main St #12, Hubbardston, MA 01452 (the “Town”) (the Town and the Company, collectively, the “Parties”), acting by and through its Board of Selectmen in reliance upon all of the representations made herein.

RECITALS

WHEREAS, the Company wishes to locate an approximately 150,000 square-foot licensed Tier 6 Marijuana Cultivation Establishment to be limited solely to the outdoor cultivation, processing and packaging of marijuana, with approximately 50,000 square-feet of canopy and with an estimated 6,000 -10,000 square foot structure solely for seedling starting/drying/curing/processing operations and hoop houses-cold frames to cover canopy as necessary, and the delivery of marijuana or transfer of marijuana for adult use, with approximately 19.35 acres at a parcel of land known as 69 Gardner Road in Hubbardston, more accurately described by the deed recorded with the Worcester District Registry of Deeds Book 43927, page 0342 on, and on Map 5 and numbered Lot 153 in the Assessor’s database (the “Establishment”), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaws and other applicable local regulations;

WHEREAS, the Town recognizes the Establishment may benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base;

WHEREAS, the Company anticipates that the Town will incur additional expenses and impacts on the Town’s road and other infrastructure systems, law enforcement, fire protection services, inspectional services, permitting and consulting services and public health, as well as unforeseen impacts, both quantifiable and unquantifiable on the Town;

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

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

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

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

1. Annual Payments

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

A. Community Impact Fee

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

1. Company shall pay an Annual Community Impact Fee in an amount equal to the greater of (a) three percent (3%) of the gross sales of Establishment which are not sold directly or transferred to Company-owned or operated marijuana retailer establishment(s) or product manufacturing establishment(s) located within the Town, but are distributed to other off-site marijuana establishments, or (b) one hundred fifty thousand dollars (\$150,000.00) payable in the following increments: seventy five thousand dollars (\$75,000) for the first ten thousand (10,000) square feet of canopy, and twenty-five thousand dollars (\$25,000) for each additional ten thousand (10,000) square feet of canopy past twenty thousand (20,000) square feet; provided, however any payment greater than 3% of the gross sales for purposes of the aforementioned Community Impact Fee shall be treated as a voluntary Community Benefit Payment and shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d). The term "gross sales" shall mean the total of all marijuana sales of the Establishment, including wholesale sales, and shall be determined by arms-length wholesale sales made by the Establishment during the year and shall include all marijuana and marijuana products, including marijuana-infused products cultivated and/or sold by the Establishment. In the event the marijuana or marijuana products cultivated at the Establishment are sold by the Company at any marijuana establishment(s) located outside of the Town that is also owned

and controlled by the Company, or its affiliates, such that the product is not subject to an arms-length sale, the value of such product for purposes of calculating the Community Impact Fee shall be based on \$30 per pound sold in flower form or \$30 per pound used in processing for marijuana products.

2. The Annual Community Impact Fee and/or Community Benefit Payment shall be made in quarterly installments per the Town's fiscal year (July 1 - June 30) on September 30, December 31, March 31, and June 30. The Annual Community Impact Fee and/or Community Benefit Payment for the first year of operation shall be prorated based on the number of months the Establishment is in operation. The Establishment shall be deemed in operation upon receipt of both an occupancy permit from the Building Commissioner and the issuance of a final license and approval to grow from the CCC.
3. The Annual Community Impact Fee and/or Community Benefit Payment shall continue for a period of five (5) years from the date the Establishment commences operations unless the Company ceases activities under this agreement to operate in which case the Community Impact Fee shall be prorated based on the number of months the Company is in operation in the year it ceases to operate; provided, however, that in no event shall the Town be responsible for the return of any Annual Community Impact Fee and/or Community Benefit Payment or portion thereof already provided to the Town by the Company. A minimum of three (3) months prior to the conclusion of the five (5) year term, the Parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Provided, however, that if the Parties are unable to reach an agreement on a successor Community Impact Fee within six (6) months, the Annual Community Impact Fee specified in Paragraph 1.A.1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above.
4. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to off-set costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.
5. Pursuant to M.G.L. c. 94G, §3(d), a "community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment..." Notwithstanding the foregoing, the Parties hereby acknowledge the difficulty in computing actual Town costs and agree that impacts may result in municipal budgetary increases that cannot be separately identified or precisely quantified. Consequently, the Company agrees that the payments due under this Agreement are reasonably related to Town costs and waives any claims to the contrary.

B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal the Town's building permit fee and other permit application fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
2. Establishment Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Establishment that may be required. Any Town legal costs associated with the Establishment, including the cost to negotiate this Agreement, shall be paid from a five thousand dollar (\$5,000) contribution made by the Company to the Town. Any unexpended funds shall be returned by the Town; legal fees exceeding the five thousand dollar (\$5,000) contribution shall be reimbursed to the Town.
3. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to its timely payment of all funds required under Section 1 of this Agreement. In the event that any such payments are not fully made with five (5) days of the date they are due, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments if the Company fails to cure the default within five (5) days following issuance of written notice from the Town of the default.

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

The Company shall submit an annual written report to the Town's Board of Selectmen within thirty (30) days after the payment of its fourth quarterly installment of the Annual Community Impact Fee with a certification of: (1) its annual sales; and (2) its compliance with all other requirements of this Agreement. During the term of this Agreement the Company shall agree, upon request of the Town, to appear before a meeting of Board of Selectmen to review compliance with the terms of this Agreement. Such meeting shall occur no later than thirty (30) days following written notice from the Town.

The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a Certificate of Registration for the Establishment.

During the term of this Agreement, and for three (3) years following the termination of this Agreement, the Company shall agree, upon a reasonable request of the Town, to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the payment of its Annual Community Impact Fee are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

2. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents and make reasonable efforts to utilize women-owned, minority-owned, and veteran-owned vendors within the Town. The Company's annual report to the Board of Selectmen shall include information concerning the number of Hubbardston residents employed at the Establishment.

3. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid

if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 1 of this Agreement.

4. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with Town's Police Department in reviewing and approving all security plans prior to implementation and commencement of operations.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products are not being transferred to the illegal market or to minors.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

The Company shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

5. Approval of Manager

If requested by the Town, the Company shall provide to the Town, for review and approval, the name, cellular phone number, and other relevant information, including but not limited to the information set forth applicable state regulations of the person proposed to act as on-site manager of the Establishment. The submittal shall include authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town, through its Board of Selectmen, shall consider such request for approval within thirty (30) days following submittal to

determine, in consultation with the Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Establishment, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Establishment. Said written policies and procedures, as may be amended from time to time, shall be reviewed by the Board of Selectmen as part of its annual review of the Establishment and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

A. Permitting

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

B. Retained Authority of the Municipality

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

C. Annual Reporting

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

D. Annual Inspections

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

E. Improvements to the Property and Establishment thereon

The Company shall make capital improvements to the property and Establishment thereon such that they will match the look and feel of the Town and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses.

F. Indoor/Outdoor Cultivation

The Company hereby agrees and acknowledges that it shall only engage in outdoor cultivation operations at the Establishment unless it receives prior written consent from the Board of Selectmen to engage in indoor cultivation operations. The Company further agrees and acknowledges that the Board of Selectmen may place reasonable limitations on the Company's indoor cultivation operations which shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

8. Water Consumption

The Company shall follow the CCC's Best Management Practices for Water Use. In addition, the Company shall install water meters, conduct regular water audits to determine the amount and location of water use, and develop and implement a water savings strategy. The Company shall report to the Board of Selectmen annually on its water use, and shall include in its annual report a summary of its ongoing strategies to further reduce water use.

9. Waste and Waste Water Controls

The Company shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations and comply with the CCC's Waste Management Requirements.

The Company shall exclusively use cultivation processes that have been approved by the CCC and/or would be considered commercially accepted best practices to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Company agrees to consult with the Board of Selectmen regarding its cultivation methods and wastewater plan prior to commencing cultivation in the Establishment or in the event of a change of the Company's cultivation practices that may result in wastewater discharge at the Establishment. The Company shall comply with all reasonable requests of the Board of Selectmen, including, but not limited to, testing requirements and tank holding requirements if necessary. Company will comply with all requirements for the special permitting.

The Company will ensure that no fewer than two agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Company will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Company agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years.

10. Odor Control Technology

The Company shall ensure that odor from the Establishment is not released so as to constitute a nuisance to surrounding properties. The Company shall employ odor control technology to remove odors and harmful volatile organic compounds (VOCs) from the estimated 6,000 -10,000 square foot structure solely for seedling starting/drying/curing/processing operations building of the Establishment as necessary. The Company shall ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

11. Re-Opener/Review

The Company or any “controlling person” in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Board of Selectmen notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a marijuana cultivation establishment with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then the Parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

12. Municipal Support

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

Copy to Town Counsel:
Carolyn M. Murray, Esq.
101 Arch Street, 12th Floor
Boston, MA 02110

To Company: Royal Sun Farm, LLC
Attn: Damon Schmidt
130 South Royalston Road
Royalston, MA 01368

16. Severability

If any term of condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

17. Governing Law

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

18. Entire Agreement

This Agreement constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

19. Amendments/Waiver

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

20. Headings

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

21. Counterparts

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

22. Signatures

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

23. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town and the Company and any other successor, affiliate or corporate entity as joint ventures or partners.

24. Nullity

This Agreement shall be null and void in the event that the Company does not locate the Establishment in the Town or relocates the Establishment out of the Town. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

25. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees, and all fees and costs, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

If the Town is successful in defending any claim or dispute filed by the Company and relating to the Company's applications for local approval, the Company shall reimburse the Town for all costs and expenses (including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such defense. Payment shall be made within thirty (30) days of written notice by the Town.

If the Town is successful in pursuing any claim or dispute relating to the Company's compliance with this agreement, the Company shall reimburse the Town for all costs and expenses including, but not limited to, including but not limited to attorneys and consultant fees and costs) associated with such claim. Payment shall be made within thirty (30) days of written notice by the Town.

26. Third-Parties

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

27. Representation of Authority

Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

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

TOWN OF HUBBARDSTON,
By and through its Board of Selectmen,

DocuSigned by:
Dan Galante
70B33DE353D24ED...

Daniel S. Galante, Chairman

DocuSigned by:
Jeff Williams
4512D29139B1440...

Jeffrey L. Williams, Vice-Chair

DocuSigned by:
Pat Girouard
8EE54289E01E43E...

Patrick R. Girouard, Clerk

DocuSigned by:
Kris Pareago
985A717AE6B94B8...

Kris Pareago, Member

DocuSigned by:
Richard Haddad
2282313269B6475...

Richard Haddad, Member

ROYAL SUN FARM, LLC,
By:

DocuSigned by:
Damon Schmidt
91D66BF015794D6...

Name: Damon Schmidt

Title: CEO



Town of Hubbardston

7 Main Street, Hubbardston MA
treas@hubbardstonma.us
978-928-1400 x205
www.hubbardstonma.us

May 1, 2024

Honorable Hubbardston Select Board
7 Main Street #3
Hubbardston, MA 01452

RE: Proposal for Finance & HR System Upgrades

Dear Select Board,

We are writing to request your support as we take proactive steps to increase transparency, effectiveness, and efficiency across the Finance and HR departments. These initiatives represent a positive first step, complementing the pending town-wide efficiency study being conducted in partnership with the Collins Center.

Time & Attendance Processing

We propose implementing the Harpers Payroll Time and Attendance system in phases, starting with general municipal staff, followed by Fire and DPW, and finally Police (subject to current IMC constraints).

This system will:

- Ensure accurate supervisory review of time records
- Streamline payroll coding across departments for better budgetary control
- Provide a user-friendly employee app for timesheet entry, time off requests, tax updates
- Reduce administrative burden and data transfer errors

Onboarding & Compliance

Additionally, we propose streamlining onboarding procedures and improving compliance tracking via the Harpers application.

Key benefits include:

- Electronic completion of new hire paperwork integrated with payroll
- Automated tracking of policy review signatures and training records
- Reduced errors from auto-populating employee data
- Long-term secure document storage and access

While the initial one-time implementation cost of \$1,050 and estimated annual cost of \$600 will be funded through the existing IT budget, we anticipate the efficiencies gained will ultimately offset the investment through time/labor savings and better financial controls.

These upgrades from Harpers Payroll represent cost-effective opportunities to modernize our processes, improve the employee experience, and optimize interdepartmental coordination - aligning with our town-wide efforts to enhance service delivery.

We welcome your support on these initiatives as we work to continuously improve town operations. The pending efficiency study findings will further guide our path forward.




Sincerely,

Nathan Boudreau, Town Administrator

Mary Leroux, Treasurer/Collector

Time & Attendance Pricing for Town of Hubbardston

Units	Description	Cost
Section 1: SOFTWARE		
	HP WebTime Time & Attendance Software Includes browser-based access for all employees, clock in/out, electronic timesheet submissions, supervisor review and edit, electronic interface to payroll. Optional features: <ul style="list-style-type: none"> • Email Report Generator • Integrated Document Storage <i>Note: Monthly minimum of \$50/month applies</i>	\$3.50 /active EE/month \$15.00 / month \$7.50 / month
Total Section 1 Software:		TBD
Section 2: SAMPLE DATA COLLECTION OPTIONS		Purchase
	Web-based timesheets (requires PC with Internet access)	Included in Section 1
	Mobile Smartphone App – Android or iOS. Available for managers (Timesheets, Schedules, Approve Time Off Requests) and employees (Submit Timesheet, Time Off Balances, Request Time Off)	Included in Section 1
	Please next page for additional time clock options	
Total Section 2: Data Collection Hardware:		TBD
Section 3: ESTIMATED PROFESSIONAL SERVICES		
	Configuration, Implementation and Administrator Training	\$950.00
	Web-Based Supervisor and Employee training sessions	No Charge
Total Section 3: Estimated Professional Services		\$950.00
Section 4: ANNUAL MAINTENANCE		
	Annual Hardware Maintenance	18% of total hardware price
	Annual Software Maintenance	Included in Section 1

EMPLOYEE DATA COLLECTION OPTIONS	PRICE
 <p>Synergy A20 Time Clock</p> <ul style="list-style-type: none"> • Clock In/Out via PIN, Badge or Fingerprint • Java-enabled internet appliance that connects directly to the cloud. Can be setup with DHCP for true plug-and-play compatibility – no changes needed to firewall or local network settings. • Employees can view recent punches, total hours worked and accrual balances at the time clock 	<p>Time Clock: Synergy A20 Mag Stripe Reader: \$995.00</p> <p>Barcode Reader: +\$75.00 HID Proximity Reader: +\$145.00 Fingerprint Reader: +\$125.00 Wifi Adapter: +\$139.00 Power over Ethernet: +\$85.00</p>
 <p>Touchless Punching with Facial Recognition</p> <ul style="list-style-type: none"> • Clock In/Out from a standard Apple iPad via facial recognition • Employee options include clock in or out, allocate time to cost centers, record breaks, record attestations and record sentiments <p>*Requires a standard Apple iPad running iPadOS 14.0 or higher, provided by customer</p>	<p>Facial Recognition App:</p> <p>\$1.50 /active EE/month + \$45/month for first connected iPad \$25/month for additional connected iPads</p>
 <p>InTouch H4 Time Clock</p> <ul style="list-style-type: none"> • Clock In/Out via PIN or badge swipe • 7" Touchscreen with full color LCD • Multiple language support • Real-time alerts at the time clock • Configurable Employee Self-Service options including submitting timesheets and time off requests as well as attestations on clock in and/or clock out 	<p>Time Clock: InTouch Barcode Reader: \$2,335.00</p> <p>HID Proximity Reader: +\$395.00 Fingerprint Reader: +\$800.00 Wifi Adapter: +\$199.00</p> <p>Rental options for InTouch start from: \$100/month</p>

HCM Services Proposal For



Hubbardston
Massachusetts

by

HARPERS
PAYROLL SERVICES

Monday, March 4, 2024

Jay Hanson

Quote Details

Monday, March 4, 2024

Town of Hubbardston

Mary Leroux
7 Main St
Unit 11
Hubbardston, MA 01452

Dear Mary,

Harpers Payroll Services is pleased to provide the enclosed price proposal for Town of Hubbardston. For over 40 years, our mission has been to provide the best payroll software available backed up with quality, caring customer service, all with an eye toward saving our clients money. We look forward to beginning a successful and beneficial relationship with Town of Hubbardston.

The enclosed proposal is only valid for 30 days from the date set forth above. If accepted, Harpers' pricing set forth herein will be guaranteed for no less than three years. Upon successful review of the attached proposal, please sign and return via email to SalesDept@harperspayroll.com.

Sincerely,



Jay Hanson
Harpers Payroll Services

Town of Hubbardston
 Mary Leroux
 7 Main St
 Unit 11
 Hubbardston, MA 01452

Monday, March 4, 2024

Additional Sales Rates & Fees	Rate	Monthly Vol	Estimate
Estimated Employee Count - Bi-Weekly: 42			
Human Resource Options:			
Onboarding	\$50.00	1	\$50.00
			<i>Estimated Monthly Charges:</i>
			<i>Estimated Annual Charges:</i>
			\$50.00
			\$600.00
<i>One Time Implementation Charges (Interface / Reports / File Design & Setup Fees etc.)</i>			
File Design / Interfaces / Installs / Misc	Rate	Units	Estimate
General Ledger Setup	\$200.00	1	\$200.00
General Ledger Interface Setup	\$100.00	1	\$100.00
Onboarding Forms and Document Set-Up	\$750.00	1	\$750.00
			<i>Total One Time Implementation Charges:</i>
			\$1,050.00

Accepted & Agreed by the Client: Town of Hubbardston **Sales Quote By:** Jay Hanson

By (Signature): _____ Date: _____

Name: _____ Title: _____