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By Hand Delivery

Town Clerk Truro Town Hall 24 Town Hall Road P.O. Box 2030 Truro, MA 02666

Re: Applications for Adult Use Marijuana Establishments at 21-23 Old Bridge Rd.

Dear Ms. Fullerton,

On behalf of Out There Grown, LLC, and Pure Joy Farm, LLC (the "Applicants"), enclosed please find the original and fourteen (14) copies of the following documents:

- 1. RME Application Forms for each Applicant;
- 2. Site Plan Review Application Forms for each Applicant;
- 3. Consolidated Response to General Checklist;
- 4. Site Plan and Existing Conditions Plans;
- 5. Consolidated Memorandum of Counsel;
- 6. Supplemental Attachments;
- 7. Certified Abutters Lists; and
- 8. Checks for Filing Fees.

Kindly docket and file these materials at your earliest convenience. The Applicants respectfully request to be placed on the agenda for the Planning Board's scheduled hearing on May 19. Thank you very much for your attention to these matters.

Very truly yours,

Michael C. Fee

Addres	ddress: 21, 23 OLD BRIDGE Rd. Applicant Name: Pure Joy Farm, LLC Date: 4/4/22				
No.	Requirement	Met	Not Met	Explanation, if needed	
100.5 A	pplicability of Regulations				
	The use of land for cultivation, production, processing, manufacturing, assembly, packaging, retail or wholesale sale, trade, distribution or dispensing of marijuana for commercial purposes is prohibited unless licensed by all applicable Massachusetts licensing authorities and permitted as an RME or MMTC under this section.	V			
В	The number of RMEs and MMTCs permitted in Truro shall be in accordance with the Use Table set out in §100.3, <i>supra</i> .	V			
C	Hours of operation for Recreational Marijuana Retailers and Medical Marijuana Treatment Centers shall not exceed the Alcoholic Beverages Control Commission (ABCC) maximum hours of operation for liquor licenses not to be drunk on premises pursuant to M.G.L c. 138 §15, but may be limited by conditions of the Special Permit.			N. A.	
D	Marijuana Retailers shall be located in structures without residences.			N. A.	

Addres	ddress: 21, 23 OLD Bridge Rd. Applicant Name: PURE JUY FARM, LLC Date: 4/4/22.					
No.	Requirement	Met	Not Met	Explanation, if needed		
00.6	General Requirements					
A	No RME or MMTC shall be located within 500 feet, as measured from each lot line of the subject lot, of the following pre-existing uses: Public or private schools providing education in grades K-12.					
В	The 500-foot buffer distance under this section shall be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the RME or MMTC will be located.	NA				
C	Applicants for an RME or MMTC shall provide the security plan approved by the Commission to the Police Chief, Fire Chief, Health Agent and Building Commissioner prior to the granting of a Special Permit.					
D	An executed Host Community Agreement shall be required prior to the granting of a Special Permit and Site Plan Approval for an RME or MMTC.					
Е	No odor from marijuana cultivation, processing, manufacturing or retail may be noxious or cause a nuisance or danger to public health or impair public comfort and convenience. Marijuana establishments shall incorporate odor control technology and safeguards to ensure that emissions do not violate Board of Health regulations adopted pursuant to M.G.L c. 111, §31C, including but not limited to those specified for odors.	V				
F	All business signage, marketing, advertising and branding shall be subject to the requirements promulgated by the Commission and the requirements of the Truro Zoning Bylaw and Sign Code. In the case of a conflict, the more restrictive requirement shall apply.	/				
G	The hours of operation of the RME and MMTC shall be set by the Zoning Board of Appeals as a condition of the Special Permit.	\checkmark				

Addres	ddress: 21,23 Old Bridge Rd. Applicant Name: PURE JOY FARM, LLC Date: 4/4/22					
No.	Requirement	Met	Not Met	Explanation, if needed		
100.6 G	eneral Requirements					
Н	No RME or MMTC shall be located inside a mobile vehicle such as a trailer, van, or truck, unless operating as a licensed Marijuana Transporter. Craft Marijuana Cultivator Cooperatives, Marijuana Cultivators, MMTCCPs and Microbusinesses shall be allowed to utilize movable structures, except that natural screening, or other approved screening, shall be required as a condition of Site Plan Review, as necessary, to render such structures less visible from public or private ways or abutting properties. The number of movable structures shall be limited to no more than 2 per parcel unless additional containers are approved by the Planning Board in connection with Site Plan Review.			,		
I	No RME or MMTC shall be located inside a building containing transient housing such as motels or hotels.					
J	To ensure compatibility with the residential character of Truro, the use of greenhouses, defined to have walls and roofs constructed predominantly of glass or other transparent or translucent materials, are to be encouraged in lieu of other types of enclosed buildings for marijuana cultivation. - The total aggregate floor area of all enclosed buildings used by an RME or MMTC within the Residential and NT6A Districts shall not exceed a floor area, as measured from the exterior faces of exterior walls, of 5,000 sq. ft. on a 2-acre lot, plus 500 sq. ft. for each additional contiguous acre of land, or minus 500 sq. ft. for each contiguous acre of land less than two acres, or as the case may be, where the square footage per acre specified above is pro-rated for a portion of an acre. Greenhouses and Gross Floor Area of any Dwelling Units shall be excluded from this floor area calculation. - Building lot coverage for marijuana cultivation, including greenhouses and other similar structures, in the Residential and NT6A Districts shall not exceed 25% of the parcel's total gross square footage.			See Site Plan Zoning Table.		

Applicant Name: PURE JOY FARM, LLC Address: 21,23 OLd Bridge Rd. Date: 4/4/22 Not No. Explanation, if needed Requirement Included Included 100.7 Application Requirements A Security Plan The applicant shall submit a copy of its security plan, approved by the Commission as part of the issuance of a Provisional License, to the Police and Fire Departments for their review and approval prior to the issuance of Site Plan Approval. The security plan shall be updated on an annual basis and any changes shall be reported to 2 the Police and Fire Departments. The security plan shall meet all security requirements of 935 CMR 500.110. 3 B Resource Plan See Applicants' Memorandum. All Marijuana Cultivators, including but not limited to Craft Marijuana Cooperatives and Microbusinesses, MMTCCPs, and Marijuana Product Manufacturers shall submit a resource use plan to the Planning Board outlining planned practices for use of: energy Memorandum water waste disposal and other common resources and to ensure there will be no undue damage to the natural environment. The Resource Plan, if applicable, shall include: electrical system overview proposed energy demand proposed electrical demand off-sets ventilation system and air quality 2 proposed water system utility demand The Planning Board may waive this requirement if it is determined that the scale and scope of the use does not require such review.

Address: 21, 23 OLD BRIDGE Rd. Applicant Name: PURE JOY FARM, LLC Date: 4/4/22					
No.	Requirement	Included	Not Included	Explanation, if needed	
100.7 A	application Requirements				
С	Traffic Study and Circulation Plan			See Applicants' Memorand	
1	The applicant shall submit a traffic circulation plan for the site to ensure the safe movement of pedestrian and/or vehicular traffic on site.	V		70	
2	A traffic impact and access study shall be required for all Marijuana Retailers and MMTCDRs. The study shall be based on standard traffic engineering guidelines developed by the Massachusetts Environmental Protection Act (MEPA). The Planning Board may waive the requirement of a traffic impact study if, in the opinion of the Planning Board, a traffic impact study is not necessary to ensure safe movement of pedestrian or vehicular traffic on site.			N.A.	
)	In addition to the requirements of §70.4C and §30.8 all Site Plan Review applications and Special Permit applications shall include the following:				
1	A copy of a Provisional License or Provisional Certificate of Registration from the State of Massachusetts as an RME under 935 CMR 500.00 or a MMTC under 935 CMR 501.00;	V			
2	An executed Host Community Agreement;	V.			
3	A site plan showing existing conditions on the site and the boundaries of any proposed outdoor growing area;	V			
4	Elevations of any proposed new construction for indoor growing and/or processing;	V			
5	A plan of any new signage;			N.A.	
6	A narrative describing the management and general operation of the facility;			See Applicant' Memorandu	
7	A security plan;		/		
8	A fire protection plan (if applicable);		/		
9	A table showing the use and square footage of all proposed buildings; and	V			
10	A completed Special Permit or Site Plan Review application form.	V			

Addres	ss: 21,23 Old Bridge Rd. Applicant Name: PURE JOY FAM	M, LLC	Dat	e: 4/4/22
No.	Requirement	Included	Not Included	Explanation, if needed
70.4(C)	Site Plan Procedures and Plan Requirements			
la.	An original and 14 copies of the Application for Site Plan Review	V.		
1b.	15 copies of the required plans and other required information including this Checklist	V .		
lc.	Completed Criteria Review	/		
1d.	Certified copy of the abutters list obtained from the Truro Assessors Office	V		
le.	Applicable filing fee	/		
	Site Plans			
20	Site Plans shall be prepared, stamped and signed by a Registered Land Surveyor and	./		
2a.	Professional Engineer	V		
2b.	Site Plans shall be prepared at a scale of one inch equals forty feet (1"=40') or larger	V		
3	Site Plan shall include the following:			
3a. 1	North Arrow and a locus plan containing sufficient information to locate the subject property,	./		
3a. 1	such as streets bounding or providing access to the property.	V		
3a. 2	Zoning Information: All applicable Zoning Bylaw information regarding the site's development, both existing and proposed conditions. This information shall be placed in a table format which must list all setbacks; percent of lot coverage, broken out between building, pavement, landscape coverage, etc.; number of buildings; total amount of square feet; and any other applicable zoning information necessary for the proper review of the site plan.	✓ ·		
	Existing:	,		
_	All setbacks	V		
	Percent (%) of lot coverage broken out between building, pavement, landscape	\/		
	coverage, etc.;	V /		
	Number of buildings	V		
	Total number of square feet			
	Any other applicable zoning information necessary for the proper review of the			
	site plan			

Address: 21,23 Old Bridge Rd. Applicant Name: Pure Joy Farm, LLC Date: 4/4/22.				
No.	Requirement	Included	Not Included	Explanation, if needed
70.4(C)	Site Plan Procedures and Plan Requirements			
	Proposed:			
	All setbacks			
	Percent (%) of lot coverage broken out between building, pavement, landscape	./		
	coverage, etc.;	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
	Number of buildings	V		
	Total number of square feet			
	Any other applicable zoning information necessary for the proper review of the			
	site plan	V		
3a. 3	Assessor and Deed Information: The Truro Assessors Atlas Map(s) and Parcel(s) numbers			
3a. 3	and all plan and deed references.			
3a. 4	Graphic Scale	V .		
3a. 5	Title Block - Including:	V		
	name and description of the project;	\ \langle \ \ \ \ .		
	address of the property;	V		
	names of the record owner(s) and the applicant(s); and	V.		
	date of the preparation of the plan(s) and subsequent revision dates	V/		
3a. 6	Legend of All Symbols	1/		
3a. 7	Property boundaries, dimensions and lot area	1/		
3a. 8	Topography and grading plan			
3a. 9	Location, including setbacks of all existing and proposed buildings and additions			
3a. 10	Septic system location			
3a. 11	Location of (as applicable):			NA.
	wetlands			N.A.
	the National Flood Insurance Program flood hazard elevation, and			N.A.
	Massachusetts Natural Heritage Endangered Species Act jurisdiction	,		N.A.
3a. 12	Driveway(s) and driveway opening(s)			
3a. 13	Existing and proposed lighting			
3a. 14	Existing landscape features both vegetative and structural			

Addres	Address: 21,23 OLD Bridge Rd. Applicant Name: PURE JOY FARM, LLC Date: 4/4/22.				
No.	Requirement	Included	Not Included	Explanation, if needed	
70.4(C)	Site Plan Procedures and Plan Requirements				
3a. 15	Limit of work area (area to be disturbed during construction, including parking and storage of vehicles and equipment) and work staging area(s)	V			
	Architectural Plans				
3b.	Architectural plans with all dimensions at a scale of no less than 1/8" = 1'-0", including:	V.			
	elevations				
	floor plans				
3c.	Lighting specification, including style and wattage(s)			Per Security Plan	
	Neighborhood Context:				
3d.	Photographs or other readily available data concerning the location and size of buildings on lots adjacent to or visible from the lot under consideration in order to provide a neighborhood context for the property under consideration		✓	Site Visit.	
3e.	Re-vegetation/Landscaping plan, including both vegetative and structural features			N.A.	

Addres	ss: 21,23 OLD BRIDGE RA. Applicant Name: PURE JOY FA	RM, LLC	Da	te: 4/4/22
No.	Requirement	Included	Not Included	Explanation, if needed
100.8 A	dditional Provisions Regarding Cultivation			
A	When indoor cultivation is proposed, existing buildings, barns, greenhouses, and containers shall be reused wherever possible. Any new construction that requires a building permit shall harmonize with nearby architectural styles to the greatest possible extent. The use of metal buildings or containers shall not be prohibited, however, reasonable natural screening, or other approved screening, may be required as a condition of the Special Permit or Site Plan Approval so as to render such structure less visible from adjacent public and private ways, and abutting properties.			
В	Security fencing, as required by the Commission, shall be as inconspicuous as possible and compatible with the surrounding neighborhood. In no case shall barbed wire topped fence or a similar style be permitted.			
С	All lighting shall comply with all Truro Bylaws and be shielded so as not to shed light onto adjacent properties. The Planning Board may require any artificial lighting system to employ appropriate components, including but not limited to LED components, equipped with deflectors in order to mitigate potential light pollution.	1/		
D	The Planning Board shall include in its Site Plan Approval a mandatory condition of any cultivation activities, that sales, gifts or delivery of Marijuana or Marijuana products directly to the public shall be prohibited.	/		

Addres	ddress: 21,23 OLD Bridge Rd. Applicant Name: PURE JOJ FARM, UL Date: 4/4/22				
No.	Requirement	Included	Not Included	Explanation, if needed	
00.8 A	dditional Provisions Regarding Cultivation				
Е	In the case of Marijuana Cultivators, Craft Marijuana Cooperatives, or MMTCCPs, located in districts other than the Residential District, the Special Permit application shall specify the amount of canopy proposed to be cultivated on each parcel utilized by the applicant, and a limit on the amount of cultivation canopy may be imposed as a condition of the Special Permit. Any material change in the amount of cultivation canopy at each parcel shall be reported to the Zoning Enforcement Officer, the Planning Board and the Zoning Board of Appeals. For the purposes of this section, the term "material" shall mean an increase in canopy utilization of greater than fifty percent (50%) in a calendar year. In the event such change in canopy, in the determination of the Zoning Board of Appeals constitutes a change in the intensity of use authorized under the terms of the Special Permit, the Zoning Board of Appeals may require a modification of the Special Permit and the applicant shall be required to obtain a modification of the Site Plan Approval.			N.A.	

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MEMORANDUM

TO: Truro Planning Board

FROM: Michael C. Fee, on behalf of Out There Grown, LLC and Pure Joy Farm, LLC

CC: Barbara Carboni, Esq.

Elizabeth Sturdy

DATE: April 18, 2022

RE: Site Plan Review Applications for 21 and 23 Old Bridge Road

Introduction and Procedural Status

Out There Grown, LLC ("OTG") is owned and operated by Stephanie Rein and Arthur Bosworth. Pure Joy Farm, LLC ("PJF") is owned and operated by Debra Hopkins and Peter Daigle. PJF and OTG shall be referred to collectively as the "Applicants".

Applicants previously submitted consolidated applications for Site Plan Review, and an initial hearing was held by the Planning Board on March 23, 2022. For reasons articulated by an abutter's counsel regarding the sufficiency of the initial hearing notice, Applicants plan to withdraw the original applications, and on April 4, 2022 refiled new applications which correctly identify all subject parcels and include a revised Site Plan. Although Applicants have refiled separate applications, based on comments made by the Board Chair on March 23, 2022, the supporting materials have been consolidated for ease of reference.

In support, Applicants rely principally on the revised Site Plan prepared by Coastal Engineering. They also have submitted a consolidated and marked version of the "General" and

"Review" Checklists promulgated by the Board. This Memorandum provides additional information that could not fit onto the Checklists and is organized as follows:

- I. Background Information and General Description of Use (page 2)
- II. Additional Information in Response to Application Packet Document entitled "Marijuana Establishment General Checklist" (Bylaw Sections 100.5-100.7) (page 5)
- III. Additional Information in Response to Application Packet Document entitled "Regulation of Marijuana Review Checklist" (Bylaw Section 70.4 (C) and 100.8) (page 10)
- IV. Response to Application Packet Document entitled "Addressing the Review Criteria" (page 12)
- V. Description of Daily Operations (page 17)
- VI. Legal Analysis Regarding Odor Mitigation Requirements (page 19)
- VII. Applicants' Statement Regarding Limited Abutter Concerns (page 22)

I. <u>Background Information and General Description of Use</u>

Applicants are members of High Dune Craft Cooperative ("HDCC") which has received a Provisional License from the Massachusetts Cannabis Control Commission ("CCC") as a Marijuana Craft Cooperative ("MCC"). HDCC has also executed a Host Community Agreement ("HCA") with the Town of Truro.

Applicants will implement "Natural Farming" practices in their cultivation of marijuana. All fertilizers, amendments, and solutions for Integrated Pest Management ("IPM") are made on site and sourced from our natural environment. All growing practices follow the list of allowable pesticide use pursuant to CCC regulations. Greenhouse plants will be planted in 4'x 52' raised beds of living soil using drip tape and emitter irrigation. Outdoor plants will grow using living soil in three different styles: raised beds, 4'x4'x2' and 6' x 6' x 2' wooden boxes, and Hugelkultur beds. The living soil will be inoculated with indigenous microorganism, harvested, and propagated by Applicants, which sequester carbon and nitrogen naturally.

Applicants will share growing space, and both intend to have two employees, for a total of four employees, one of whom resides at 21 Old Bridge Road. The employees will perform functions in accordance with the CCC regulations within the area indicated on the Site Plan.

Both Parcels 202 & 232 are owned by Debra Hopkins. Currently Parcel 232 has a 30' x 40' cathedral greenhouse, which is not part of this project, but which will continue vegetable cultivation. Both parcels have a long history of organic vegetable production for market as well as animal husbandry including fowl, goats and horses. Debra Hopkins holds status as an IRS Schedule F agricultural use.

The Parcels located at 21 and 23 Old Bridge Rd. are an optimal location for a Recreational Marijuana Establishment ("RME") for several reasons. Located at the end of an existing private way, the proposed area is secluded with virtually no line of sight from abutter residences or town

roads. The parcels are perched on one of the highest elevations in Truro allowing for passive ventilation for the proposed greenhouse which will utilize the prevailing southwest wind to cool and mitigate odor over open land.

Minimal grading will take place to level area for the proposed 60'x 60', gutter connected, state of the art greenhouse from Growspan. The greenhouse utilizes advanced climate control computer technology with an emphasis on low-cost solutions for disease and pest management while using minimal amounts of energy. Soil removed from greenhouse site will be used as part of berm construction to naturally mitigate odors.

The greenhouse will employ a fully automated light deprivation system that will allow Applicants to harvest multiple times in a growing season. The greenhouse will utilize natural light with the use of supplemental artificial lights when necessary at night and only when the light deprivation system has been deployed. All security lighting required by CCC and the Truro Police Department ("TPD") will be down shaded or utilize night vision technology. This system eliminates any light leakage to our night sky consistent with chapter IV, Sec. 6 of the Truro General Bylaws.

II. <u>Additional Information in Response to Application Packet Document Entitled</u> "Marijuana Establishment General Checklist"

Applicants have submitted a consolidated written response on the Planning Board's Application document entitled "100-Marijuana Establishment General Checklist" (the "General Checklist"). The following are notes, clarifications, or additional explanation which could not be included in the Checklist response due to its size.

100.5

Section 100.5 Paragraphs A and B seek confirmation that the RME is properly licensed and that the use is allowed under the Truro Zoning Bylaw. Applicants have submitted a copy of their Provisional license (Supplemental Attachment AA) and assert that the proposed use is permitted in accordance with the use. Table Section 100.5 sections C and D are inapplicable because the proposed RME is neither a marijuana retailer nor a treatment center.

100.6

Section 100.6, paragraphs A-J require Applicants to demonstrate adherence to the By-laws general requirements regarding RME location and operations. As set forth in the General Checklist response, the proposed RME is not within 500 feet of a school and therefore Section 100.6, paragraphs A and B are inapplicable.

In response to Section 100.6, paragraph C regarding a Security Plan, Applicants state that in 2019 they met with former Town Planner Jeffrey Riberio, Truro Fire Chief Tim Collins, Truro Police Chief Jamie Calise, and Health Agent Emily Bebee at the proposed site. At that time Chief Collins and Chief Calise requested a 3' perimeter around exterior of fence to be clear of brush to facilitate access for rescue squad, fire department and police. Chief Calise also requested that fencing not be opaque, thus allowing for a clear line of site from outside the fenced area. The

Security Plan is currently being reviewed by Chief Calise. Chief Calise informed Applicants that for security reasons he will be the only person to review security plans.

In response to <u>Section 100.6</u>, <u>paragraph D</u>, Applicants state that they have entered into a Host Community Agreement with the Town, a true copy of which has been submitted to the Board as Supplemental Attachment BB. In addition, Applicants have executed a First Amendment to the Host Community Agreement (the "Amendment") which was approved by the Select Board on August 24, 2021. It is the Applicants' understanding that counter signature of the Amendment by the Select Board is pending.

In response to <u>Section 100.6</u>, <u>paragraph E</u> regarding odor mitigation, please see Section VI of this Memorandum, page 19 infra.

In response to <u>Section 100.6</u>, <u>paragraph F</u>, the Applicants state that there will be no signage identifying the RME, except those mandated by the CCC.

In response to <u>Section 100.6 paragraph G</u> requiring hours of operation, Applicants state that due to the nature and scope of the activities inherent in operating this type of RME, Applicants request that no specific hours of operation be prescribed regarding passive attention to plants. Applicants agree not to operate heavy machinery during after daylight hours, but there may be instances when attention must be paid to the plants during evening hours.

In response to Section 100.6, paragraph H, Applicants state that as set forth in the Site Plan, Applicants propose to utilize two (2) moveable structures (storage trailers) (8' x 20' x 9') immediately to the south of the 2-story structure at 23 Old Bridge Road. Given the orientation, the trailers would not be visible from the private way or abutting properties. As noted during the hearing on March 23, if and/or when a house is built on 25 Old Bridge Road, and the storage trailers are visible from the new house, then Applicants would be willing to erect necessary and appropriate screening to comply with Section 100.6, paragraph H. Applicants respectfully submit

that it is neither warranted nor cost-effective to require screening now from residential structures that may, or may not, be constructed in the future.

Section 100.6, Paragraph I is inapplicable. Applicants demonstrate compliance with Section 100.6, paragraph J is set forth in the Site Plan Zoning Table. The proposed 3,600 sq. ft. greenhouse combined with total, 240 sq. ft. of proposed tool sheds, equals 3,840 sq. ft. well below 25% of the combined parcels' total square footage.

100.7

Section 100.7, paragraphs A-D, discuss the Bylaw's requirements for (A) a Security Plan; (B) a Resource Plan; (C) a Traffic Study and Circulation Plan; and (D) additional plans, narratives and elevations sometimes required in different types of Site Plan Review.

As previously noted, the <u>Security Plan</u> is the province the Police Chief and a draft was provided to him on or about March 20, 2022. Applicants are awaiting his review and comment.

With respect to the required Resource Plan, Applicants state that the RME's energy source will be electric, provided by Ever Source and partially offset by existing solar array on roof of two-story wood frame building represented on Site Plan. Propane will be provided by Cape Cod Oil Co. Water will be provided by existing well pump. Applicants have provided additional specification and information regarding electrical system overview, proposed energy/utility demand, vent system and air quality and proposed electrical demand offsets. See Supplemental Attachment CC.

Applicants will follow all applicable waste disposal requirements prescribed by the CCC and in accordance with 935 CMR 500.105 12 A-D. Notice will be sent to Emily Beebe, Truro Health Agent, after the final waste disposal plan is reviewed and approved by the CCC. Applicants will compost all organic waste on site. Organic material containing cannabis, as defined in 310 CMR 16.02, will be run through a 15amp electric chipper shredder and then mixed with wood

chips and native soil rendering it unusable for its original purpose. This material will be added to compost piles on site. Non-Cannabis organic waste (i.e., weeds, sticks and used soil) will be composted on site. OTG will incorporate all of its compostable waste back into its soil utilizing anaerobic and aerobic composting techniques including Johnson-SU composting, "hot composting" and static piles. These techniques are both cost efficient and environmentally sound. Non-organic solid waste not containing cannabis will be located in a four barrel wooden enclosure and will be disposed of at the Truro Transfer Station.

Applicants expect to use approximately 110 gallons of water per day for irrigation of canopy, berm and compost tea applications. This figure also includes water requirements of two-story wood frame building within proposed fencing. Applicants will utilize deep mulching techniques on all marijuana plants as well as drip irrigation resulting in low water demand. Hand watering is required during seedling stage of marijuana plant growth. Combined the two RMEs daily water usage totals 220 gallons. According to Massachusetts municipal sources, the average four (4) person household uses 300 gallons per day and 109,500 gallons per year. The RME water demand will be less per year than average 4-person household.

As noted at the March 23 hearing, the CCC sets forth extensive reporting requirements regarding energy and utility usage and waste disposal. See, CMR Sections 500.103 (1) and (2), 105.12 A-D, 500.120 (11). Applicants propose to comply with the CCC's requirements, and will provide a copy of any submissions or approvals generated in connection therewith. Applicants request that compliance with the aforementioned CCC requirements be accepted by the Planning Board in lieu of strict compliance with this section of the Bylaw. In the alternative, Applicants request that the Planning Board waive the requirement of submission of a formal Resource Plan.

Regarding the <u>Traffic Study and Circulation Plan</u> requirements, Applicants submit that the location of the site, the scope of the proposed use, and the minimal number of vehicle trips

anticipated, a formal Traffic Study is not appropriate. This is a small site at the end of a dirt road. Ample parking is available and is shown on the Site Plan. The RME will not be engaged in retail sales, and the only vehicle traffic will be from four (4) employees, occasional visits from qualified agents and CCC regulators. Both the Police Chief and the Fire Chief have been on site and reported no concerns with respect to traffic circulation or safety. To the extent the Board feels that this narrative explanation does not comply with the By-law's requirements, the Applicants respectfully request that the Board grant a waiver.

With respect to <u>Section 100.7 (D) (1-10)</u>, Applicants have satisfied all documentary requirements with the exception of signage (D.5) (not applicable), security plan (D.7) (in process), and fire protection plan (D.8) (indicated by Fire Chief not necessary). Regarding the narrative describing management and general operations, please see Sections I and V of this Memorandum.

III. Additional Information in Response to Application Packet Document entitled "Regulation of Marijuana Review Checklist"

70.4 (C)

Application document entitled "100-Regulation of Marijuana Review Checklist (70.4(c) and 100.8)" (the "Review Checklist"), Applicants' Site Plan, prepared by Coastal Engineering, Inc. (Supplemental Attachment DD) complies with all requirements set forth in Review Checklist 70.4(C), with the exception of locating wetlands, flood elevations and national Heritage Endangered Species Act jurisdiction, which to the best of Applicants' knowledge, are not present or applicable. Revised architectural plans showing elevations and floor plans for the two (2) story existing structure are included in Supplemental Attachment PP. Lighting is described in Section II (100.8, p. 5) of this Memorandum. Neighborhood context for the property under consideration has been or will be fully provided by the Board's site visit. Based on the Board's comments during the prior hearing on March 23, 2022, no "Re-vegetation/Landscaping Plan" is necessary or will be required.

100.8

Section 100.8 (A-D) addresses construction and screening of buildings and containers, security fencing, lighting, and mandatory conditions banning sales, gifts or delivery of products directly to the public.

With respect to <u>Section 100.8 (A)</u>, Applicants propose to utilize an existing building for office use and processing, two metal trailers for storage and drying of product, and the construction of a new greenhouse. No screening is proposed or warranted because none of the buildings, containers or structures will be visible from adjacent ways or abutting properties. The greenhouse will be new construction similar in look and feel to the existing greenhouse located at 21 Old

Bridge Road. See Greenhouse Plans and Specifications provided by Grow-Span annexed to the Supplemental Attachments as Exhibit FF.

With respect to <u>Section 100.8 (B)</u>, Applicants represent that security fencing will strictly comply with regulations promulgated by the CCC and be see-through, as requested by the Truro Chief of Police. Similarly, and in response to Section 100.8 (C), lighting will be as required by the CCC, and comply with any requirements made by the Truro Chief of Police. In addition, all supplemental lighting within the greenhouse will be down shaded with reflector hoods. All use of supplemental light will be subject to blackout technology. Applicants will utilize a fully automated light deprivation system, which is guaranteed to eliminate any light seepage. Perimeter, safety and security lighting will be down shaded and will conform to Chapter IV Sec. 6 of General Bylaws of the Town of Truro.

In response to <u>Section 100.8 (D)</u>, Applicants state that the RME will not engage in sales, gifts, or delivery of marijuana or marijuana products to the public per CCC regulations. Delivery to authorized agents provided by Eagle Eyes Transport (authorized Transport RME). The proposed RME is located within the Residential District, and therefore <u>Section 100.8 (E)</u> is inapplicable.

IV. <u>Response to Application Packet Document Entitled "Addressing the Review Criteria"</u>

The Planning Board's application materials include a document entitled "Addressing the Review Criteria (pages 1-4)" (the "Review Criteria"). Rather than respond on the form itself, which has limited space, the following shall address the Review Criteria questions *seriatim*.

<u>Instructions:</u> Please provide the Planning Board with a short explanation of how your application meets each of the review criteria of §70.4D, 100.6E and H, and §100.9 of the Truro Zoning Bylaw. If you require extra space for your answers, please attach the additional information to your application in no more than four (4) pages. This is to provide the Planning Board with an overview of your rationale prior to the meeting.

§70.4D - REVIEW CRITERIA. The Planning Board shall review Site Plans and their supporting information. It is the intent of Site Plan Review that all new construction shall be sited and implemented in a manner that is in keeping with the scale of other buildings and structures in its immediate vicinity in order to preserve the characteristics of existing neighborhoods. Such an evaluation shall be based on the following standards and criteria:

1. Relation of Buildings and Structures to the Environment. Proposed development relates to the existing terrain and lot and provides for solar and wind orientation which encourages energy conservation because:

The proposed 60'x60' greenhouse site requires minimal grading to prepare for construction. Excavated soil will be used to construct berm along northern boundary of fenced area (see Site Plan, Supplemental Attachment DD). The greenhouse is located on the southern end of the fenced area in order to minimize potential abutter impact while also allowing for maximum solar gain. Greenhouse ventilation system is oriented East-West so exhaust is blowing towards the fewest abutter properties. Proposed (2) wood frame tool sheds will sit on cinder blocks (see Site Plan, Supplemental Attachment DD).

2. Building Design and Landscaping. Proposed development is consistent with the prevailing character and scale of the buildings and structure sin the neighborhood

through the use of appropriate scale, massing, building materials, screening, lighting and other architectural techniques because:

Development is consistent with the existing farm on the proposed site. There currently is a 30'x40' greenhouse on Parcel 202, 21 Old Bridge Road, which was constructed over 20 years ago. The proposed site is not visible from any abutter's residences or structures.

3. Preservation of Landscape. The landscape will be preserved in its natural state insofar as practicable by minimizing any grade changes and removal of vegetation and soil because:

Applicants anticipate limiting site grading to 10' past the greenhouse footprint (an approximate area of 70'x70'). Removal of 20-3- trees is required to optimize natural sunlight in grow areas.

4. Circulation. Curb cuts and driveways will be safe and convenient and will be consistent with Chapter I, Section 9 of the General Bylaws of the Town of Truro because:

Not applicable.

5. Lighting Lighting will be consistent with Chapter IV, Section 6 of the General Bylaws of the Town of Truro. There will be protection of adjacent properties and the night sky from intrusive lighting because:

Required entry and security lighting will all conform to Chapter IV, Sec.6 of General Bylaws of the Town of Truro by implementing down shading. Greenhouse supplemental lighting will have no impact on the night sky due to the use of a fully automated light deprivation system.

§100.6-GENERAL REQUIREMENTS (all in Checklist)

E. No odor from marijuana cultivation, processing, manufacturing or retail may be noxious or cause a nuisance or danger to public health or impair public comfort and

convenience. Marijuana establishments shall incorporate odor control technology and safeguards to ensure that emissions do not violate Board of Health regulations adopted pursuant to M. G. L. c 111 §3 IC, including but not limited to those specific for odors. *Briefly explain how you are addressing this:*

Due to the distance between cultivation activity and abutters, Applicants do not anticipate any odor complaints. In order to avoid odor issues a soil berm planted with a variety of beneficial, fragrant flowers will be installed parallel to existing row of Leland Cypress creating natural odor mitigation between site and nearest abutter. If a complaint is filed the RME will follow protocol outlined in the Zoning Bylaws, work with the Truro Board of Health to resolve any issues, as well as the protocol established by the Select Board in the Host Community Agreement. The RME is committed to being a good neighbor.

H. Craft Marijuana Cultivator Cooperatives, Marijuana Cultivators, MMTCCPs and Microbusinesses shall be allowed to utilize movable structures, except that natural screening, or other approved screening, shall be required as a condition of Site Plan Review, as necessary, to render such structures less visible from public or private ways or abutting parcels. *Briefly explain how you are addressing this:*

The RME will utilize (2) storage containers approximately 8'x 20'. Existing 40' tall line of Leland Cypress will obstruct containers from view of abutters. Containers will be visible from the entrance, a private road, with parcel 202, 21 Old Bridge Road.

§100.9 - SITE PLAN REVIEW AND SPECIAL PERMIT CRITERIA

- A. In addition to the Site Plan Review under §70 et. seq., and the Special Permit criteria under §30.8 the Planning Board and Zoning Board of Appeals, respectively, shall conduct all Site Plan Review and Special Permit determinations on a case-by-case basis, taking into consideration:
- 1. The particular form of Marijuana activity proposed:

The RME will cultivate, obtain, manufacture, process and brand marijuana products to deliver to licensed Marijuana establishments, but not directly to consumers. (see CCC definition of Craft Marijuana Cooperative).

2. The site location (including proximity of abutters, schools, or sensitive natural habitat) or historic properties identified in the Town's inventory of historic resources.

The RME site has five abutters: See Site Plan (Supplemental Attachment DD) and Abutters List.

-Parcel 999

-Parcel 202

-Parcel 277

-Parcel 282

-Parcel 203

3. The traditional uses of the site and their similarity to or difference from the proposed activities:

Proposed site has been a working farm for decades producing organic vegetables, herbs, flowers, as well as engaging in the art of animal husbandry.

4. The intensity of the proposed activities, including impacts on neighbors and the environment:

Applicants will utilize regenerative farming techniques designed to sequester carbon and optimize on-site resources. The proposed canopy coverage of 9% is well below the maximum allowed lot coverage specified in the Zoning By-law. Applicants anticipate no adverse impacts to abutters or the environment.

- B. In addition to the Site Plan review criteria set forth in § 70.4(D), the following shall additionally apply to the Planning Board's review of any RME and MMTC:
- 1. The proposal shall provide for the protection of abutting properties and the surrounding area from detrimental site characteristics and from adverse impact from excess noise, dust, smoke, or vibration higher than levels previously experienced from permitted uses:

Applicants do not anticipate any higher levels of noise, smoke, dust or vibrations than experienced during prior and current use.

2. The proposal shall provide for structural and/or landscaped screening or buffers for storage areas, loading docks, dumpsters, rooftop or other exposed equipment, parking areas, utility buildings and similar features viewed from street frontages and residentially used or zoned premises:

Activities will not be visible from Town roads or any abutter residences.

V. <u>Description of Daily Operations</u>

Applicants will grow, dry, trim, cure, process, package and sell cannabis products to licensed dispensaries. There will be no less than two (2) and no greater than four (4) employees for each Applicant. The daily activities of the owners and employees will evolve seasonally, but will include generally the following:

- 1. Pruning
- 2. Testing of soil and water for PH levels
- 3. Monitoring of moisture content in soil
- 4. Cloning and clone care
- 5. Soil amending, mulching and top dressing
- 6. Integrated Pest Management (IPM)
- 7. Foliar spraying
- 8. Harvesting
- 9. Inspection of drying product
- 10. Inspection of curing process
- 11. Trimming of dry product
- 12. Waste disposal/ Composting
- 13. Processing- Cannabis preroll
- 14. Branding/Packaging
- 15. Sales
- 16. Daily updating of METRC Seed to Sale tracking
- 17. Inventory
- 18. Infrastructure maintenance
- 19. Attending Seminars/Industry gatherings off site

- 20. Attending Social Equity outreach events off site
- 21. Manufacturing products using extracted oil that has been produced off site. There will be no extraction performed on site.
- 22. There will be no residential occupancy of the 2-story structure on 23 Old Bridge Road.

All activities will be undertaken by agents licensed by the CCC and in accordance with all applicable CCC license conditions, rules and regulations.

VI. <u>Legal Analysis Regarding Odor Mitigation Requirements</u>

Applicants' obligations regarding odor mitigation are set forth in the Truro Zoning Bylaw, the Truro Board of Health Regulations, and the Host Community Agreement. Section 100.6 E of the Truro Zoning By-law states: "No odor from marijuana cultivation, processing, manufacturing, or retail may be noxious or cause a nuisance or a danger to public health or impair public comfort and convenience. Marijuana establishments shall incorporate odor control technology and safeguards to ensure that emissions do not violate Board of Health regulations adopted pursuant to M.G.L c III, § 31C, including but not limited to those specified for odors (emphasis supplied)."

The applicable Board of Health regulations are set forth in Section 14, adopted September 2009, and state in pertinent part, that they are "intended to prevent nuisances, sources of filth, and causes of sickness that may injure public health, safety or welfare." Subsection 2 of Section 14 defines "nuisance" as "a condition that endangers public health, safety or welfare," and Subsection 3 empowers the Board of Health to "destroy, remove or prevent" nuisances which "in its opinion, may be injurious to public health (emphasis supplied)."

During flowering it is inevitable that cannabis plants will create a smell. Whether such odor migrates to a neighbor's property, however, in such volume as to constitute a nuisance that "endangers public health, safety or welfare," cannot be presumed, or predicted. Odors emanating from the site must actually cause some impact which the Board of Health considers a nuisance before odor control technology is mandated under the By-law.

According to both the Zoning By-law and the Board of Health regulations, the BOH is the ultimate arbiter of whether something is injurious to public health, and if so, how it should be mitigated or abated. The Zoning By-law simply does not require Applicants to preemptively install expensive technological solutions for problems that have yet to manifest themselves. Whether marijuana odor constitutes a nuisance is a subjective determination on which reasonable minds can

differ, and in this scenario, it is not reasonable to condition site plan approval on the installation of technological "solutions" that are not calibrated to a defined problem. If Applicants' operations cause a nuisance in the opinion of the BOH, then and only then should the Town, acting through the Select Board, mandate conditions regarding technological odor mitigation.

The Host Community Agreement, negotiated and executed by the Select Board, contains a specific protocol that recognizes and expands upon the previously discussed BOH regulatory scheme. Specifically, section 6 of the Host Community Agreement provides as follows:

The Co-op and its Members agree to work collaboratively and cooperatively with the Town and abutting property owners to address mitigation of any reasonable concerns or issues that may arise through the operation of the Co-op, including, but not limited to, odor, noise, light or visual impacts.

In the event the Town receives six (6) or more written complaints from either abutters, owners of land directly opposite the Members' property on any public or private street or way, or abutters to the abutters within 600 feet of the property line of the Members' property, representing separate households, within a two-week period with respect to substantially the same type of negative impact (odor, noise, light or visual) in relation to any individual Member's operations, then the Parties agree that the following protocol may be followed:

- 1. The Town may, in its discretion, choose to investigate the complaints, which may include inspection of the operation and evaluation of the complaint from the property of the complainants. Inspection of complaints may be conducted by the Town's Building Inspector, Health Agent, Police Chief, and/or Fire Chief, or their designees, to evaluate the nature and scope of the complaint, document the conditions giving rise to the complaints, and investigate the impacts on abutting properties. The inspecting officials shall prepare a written Inspection Report.
- 2. Following the completion of a written Inspection Report, the Town Manager may convene a meeting of Town Officials/Staff to review the Inspection Report, and meet with the Member whose operations are the basis for the complaints to determine whether further mitigation measures may be implemented to address the complaints. The Town may undertake further inspections and require that independent measurements of light, sound or odors be taken. The Town and the Member shall discuss various mitigation measures, including the following:
 - a. A reduction in the amount of outdoor canopy for the next growing season;
 - b. A relocation of the outdoor growing operations to a less obtrusive location on the property;
 - c. The enclosure of the marijuana cultivation operations in a green house or other structure in order to control impacts;
 - d. <u>Implementation of odor, light or noise control processes or technologies</u>

- reasonably calculated to address the specific nature of the complaints.
- e. Any other mitigation measures, as deemed appropriate.
- 3. In the event the Member and the Town cannot reach an agreement as to the mitigation measures to be undertaken by the Member, the Member may request that the Town agree to seek the input of an independent third-party mediator to assist in facilitating an agreed-upon resolution, the cost of which shall be borne by the Member and may be deducted offset against the following year's Community Impact Fee. The Town Manager and the Member shall both agree on the third-party mediator prior to any meeting with the mediator, and any final mitigation agreement shall be subject to approval of the Select Board.
- 4. Nothing set forth herein, including the Town's participation in a mediation/conciliation meeting, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, or the conditions of the Special Permit and/or Site Plan Approval, nor shall any mediation/conciliation meeting or agreement pursuant to this Section of the Host Community Agreement limit the authority of the Select Board to seek enforcement of the terms of this Agreement through any available means, including by judicial order.

(Emphasis supplied).

The protocol devised by the Select Board, and agreed to by the Applicants, constitutes a measured and fair process that directly addresses the potential fears of odor nuisance voiced by some abutters. The Planning Board should defer to this process rather than consider conditions which, at this juncture, cannot be reasonably calibrated to a defined nuisance, and certainly will impose an unreasonable financial hardship on the Applicants.

VII. Applicants' Statement Regarding Limited Neighbors' Concerns

During the hearing on March 23, certain abutters asserted (i) that they were not informed of Applicants' intentions to seek approval for an RME at this site; (ii) that they intended to build a house on the abutting parcel at 25 Old Bridge Road; (iii) that odor from the RME would detract from quiet enjoyment of parcels located at both 25 Old Bridge and 19 Hatch; and (iv) that security concerns should cause the Planning Board to deny the requested relief. Applicants wish to briefly, and respectfully, respond to these assertions.

As an initial matter please note that, as required by CCC regulations, Applicants held several public outreach meetings which detailed the particular plans for the site. All abutters, including owners of 25 Old Bridge and 19 Hatch, received notice by certified mail. Please see attached Supplemental Attachment GG.

Based on an email exchange between counsel ending on April 7, 2022, it is the Applicants' understanding that abutters at 25 Old Bridge Road and 19 Hatch Road will request the following:

- 1. The greenhouse incorporate actual odor control ventilation/treatment features, that will effectively contain and prevent the disbursement of any foul odors from the growing process or any other handling of the products.
- 2. If any of the processes to occur in the 2 story house will also generate odors, those too must be treated and contained with appropriate and effective technologies.
- 3. All marijuana plants growing on site must be of the varieties that do not produce the most pungent odors. This is especially important for those growing outdoors, where no mechanical controls will be available.
- 4. That the area of the site outside the work limit lines shown on the plan, which is proposed to provide a buffer and natural mitigation, be maintained in its natural state as an express condition of the approval.

- 5. That a review date be included in the approval, to judge if the mitigation measures are working effectively.
- 6. The Host Community Agreement should be modified to return to the complaint threshold of three neighborhood complaints to trigger action by the Town. Requiring six complaints within a 600 foot radius makes no sense in this location.

As previously noted, whether odor from cultivation creates a nuisance is subject to a variety of factors, including in this instance, whether there is anyone present to smell it. Abutters own vacant land adjacent to the site at 25 Old Bridge Road¹, and a seasonal residence located at 19 Hatch. Neither property is regularly or continuously occupied. Nonetheless, the abutters argue that Applicants must install expensive mitigation techniques to ensure that no odor escapes from the greenhouse, even if they are not present to be annoyed by it.

Applicants respectfully suggest that if the Board is to give any weight to the assertion that the proposed activities may cause some unspecified future harm at 25 Old Bridge Road, it must require the owners to first demonstrate conclusively that it is both possible and likely that a residence will be constructed in the near future. Complaints regarding potential nuisance at 19 Hatch should be treated with similar scrutiny. The property is not a full-time residence, and any potential impacts must be evaluated in the factual context that for large parts of the year no one will be at the home to experience the feared odors.

With respect to the remaining abutter requests, Applicants state that there will be no extraction processes performed in the 2-story structure, or any other activities that would create odor requiring mitigation. Applicants contend that it is impossible to comply with abutters' requests to limit varieties of cannabis grown outdoors because what constitutes "the most pungent

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¹ Notwithstanding the abutter's assertion that he intends to build a house on 25 Old Bridge Road, no plans were presented and no permits have been sought. In fact, the Truro Assessor's card for the parcel states that there is "No info on buildable status in PRC or Bldg. Dept. files."

odors" lies in the nose of the beholder. The inherently subjective nature of what constitutes an unpleasant odor renders this request incapable of effective description or enforcement.

Applicants have no present intent to expand beyond the areas of work shown on the Site Plan and would of course seek modification of the Site Plan Review approval if any changes are contemplated. Applicants do not believe a review date is warranted or appropriate given the fact that odor control and nuisance mitigation is the jurisdiction of the Board of Health, and to the extent the dispute resolution procedures outlined in the Host Community Agreement are utilized, the Select Board. Finally, the Applicants note that the Board has no authority to modify or amend the terms of the Host Community Agreement.

OUT THERE GROWN LLC AND PURE JOY FARM LLC SITE PLAN REVIEW APPLICATION SUPPLEMENTAL ATTACHMENTS

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QQ- T5 Fluorescent light specs

RR-HPS Hood specs

SS-Drip irrigation image

Massachusetts Cannabis Industry Portal (MassCIP)

Cannabis Control Commission > My Licenses > Craft Marijuana Cooperative

This page provides details about your application(s) for Craft Marijuana Cooperative license. You may use this page to:

- Start a brand new application
- View the status of your applications
- Return to an application that is in progress and not yet submitted
- Withdraw an application that is in progress, but has not been submitted

If you would like to begin or continue working on applications for a different type of license, certification or registration you may do so by navigating to this page.

Users are able to view where their application(s) are in the Commission's review process. When viewing the application's place in the process, please note that there are four (4) queues in which your application may be placed:

Classification Required: This is the queue your application will be placed in when you first submit your application. Commission staff will review your application in the order it was submitted. Commission staff will assess wheth your application receives priority, expedited, or general review based on established regulations and policies. Your application will only move up in this queue.

applications. Priority applications (those submitted by certified Economic Empowerment applicants and certified MTC Priority applicants) will be reviewed first alternating between these two groups based on the first-in-time submission. General applications will be reviewed next based on first-in-time submission. General applications will be reviewed next based on first-in-time submission. General applications will be reviewed next based on first-in-time submission. first-in-time submission. Applications in this queue may move up or down the queue based on the submission of additional priority or expedited applications. Additionally, applications may be reclassified (i.e. changed from gene Applications Requiring Initial Review: Once your application has been assessed for priority, expedited, or general review, it will enter this queue is sorted in the following order: priority, expedited, and then general to expedited) based on new information. If this occurs, your application may move down in the queue, If your application is reclassified (i.e., changed from general to expedited), it will move up in the queue.

Applications Requiring Supplemental Review: If your application received a Request for Information and was reopened, once your application is resubmitted it will enter this queue. This queue is sorted in the same manner as the applications in the Applications Requiring Initial Review queue. Applications in this queue may move up or down the queue based on the resubmission of additional priority or expedited applications. Applications Deemed Complete: If you have received a notice from the Commission stating your application was deemed complete, you will see your application in this queue. Your place in this queue is determined by the date y application was deemed complete in comparison to other applications and will move up when applications have been considered for provisional licensure. While in this queue, and pursuant to the notice you will receive from the Commission, you will be required to pay background check fees and have individuals fingerprinted while the Commission awaits for a municipal response from the host community. Your place in the queue is not a direct indicato when you will be considered for provisional licensure as this is dependent on several factors (i.e. receipt/review of background reports, suitability review, municipal compliance).

Please note some additional disclaimers;

Applications that are currently in a reopened status will not show the queue/place in queue as only pending applications will have this information.

Applications that are deemed complete, and are requested to be reopened, will be deemed incomplete and reenter the Applications Requiring Supplemental Review queue when resubmitted.

License # CO281297 | Nigh Dune Craft Cooperative LLC | 23 Old Bridge Rd. Truro, MA 02666 (Active)

Your License is Active as of 07/13/2021

TOWN OF TRURO AND HIGH DUNE CRAFT COOPERATIVE

HOST COMMUNITY AGREEMENT

FOR THE SITING OF A CRAFT MARIJUANA COOPERATIVE IN THE TOWN OF TRURO

This Host Community Agreement ("Agreement") is entered into this 10 day of September, 2019 (the "Effective Date") by and between High Dune Craft Cooperative, LLC, a Massachusetts, Limited Liability Company ("the Co-op"), with a principal place of business at 23 Old Bridge Road, Truro, MA 02666 and the following individual Co-op Members:

- 1. Longnook Artisan Growers, LLC, 12 Longnook Road, Truro, MA 02666;
- 2. Outer Cape Cannabis Connection, LLC, 1 Noons Road, Truro, MA 02666;
- 3. Out There Grown, LLC, 21 Holsberry Road, Truro, MA 02666; and
- 4. Pure Joy Farm, LLC, 23 Old Bridge Road, Truro, MA 02666 (the "Members");

and the Town of Truro, a Massachusetts municipal corporation with a principal address of 24 Town Hall Road, Truro, MA 02666 (the Town"), acting by and through its Select Board (hereinafter collectively the "Parties"), in reliance upon all of the representations made herein.

RECITALS

WHEREAS, the Co-op and its Members wish to operate a licensed Craft Marijuana Cooperative for the cultivation of adult use marijuana at the following locations:

- 1. Longnook Meadows Farm 6 Pomps Lot Road, Map 46-138, Truro;
- 2. Outer Cape Cannabis Connection, LLC 1 Noons Road, Truro;
- 3. Out There Grown 23 Old Bridge Road, Truro;
- 4. Pure Joy Farm, LLC 23 Old Bridge Road, Truro.

And for the manufacturing of marijuana products at the following locations:

1. Pure Joy Farm, LLC - 23 Old Bridge Road, Truro

in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G.L. c.94G and 935 CMR 500.000, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations, as may be amended; and

WHEREAS, the Town recognizes this Co-op and its Members will benefit the Town and its citizens through increased economic development, additional employment opportunities for residents, and a strengthened local tax base; and

WHEREAS, the Co-op and its Members anticipate that the Town may 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 and;

WHEREAS, the Co-op and its Members intend to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission or such other state licensing or monitoring authority, as the case may be, and receives all required local permits and approvals from the Town; and

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 Co-op and its Members, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

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 Co-op, its Members and the Town agree as follows:

1. Representations and Warranties

The Parties respectively represent and warrant that:

- A. Each is duly organized and existing and in good standing, has the full power, authority, and legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, bylaw, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which either is a party or by which either party may be bound or affected; and
- B. Once this Agreement has been duly authorized, executed and delivered, this Agreement constitutes legal, valid and binding obligations of each party, enforceable in accordance with its terms; and
- C. There is no action, suit, or proceeding pending, or, to the knowledge of either party, threatened against or affecting either Party wherein an unfavorable decision, ruling or finding would materially adversely affect the performance of any obligations hereunder, except as otherwise specifically noted in this Agreement.

2. Annual Payments

In the event that the Co-op obtains the requisite licenses and/or approvals as may be required for its operations, 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, which permits and/or licenses allow the Co-op and its Members to locate, occupy and operate within the Town, then the Co-op and its Members agree to provide the following Annual Payments:

A. Community Impact Fee

The Co-op and its Members anticipate that the Town may 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 Co-op and its Members agree to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

- 1. The Members shall each pay an Annual Community Impact Fee in an amount equal to one percent (1%) in the first year, two percent (2%) in the second year, and three percent (3%) in the third year of gross sales of marketable products produced by each Member's cultivation and product manufacturing operations located within the Town of Truro, which are marketed and sold by the individual Members, and not the Co-op. The wholesale value of the marijuana and marijuana products produced by the Members shall be based on the wholesale value of the marijuana and marijuana products as determined by arms-length wholesale sales made by the Members during the year.
- 2. The Co-op shall pay an Annual Community Impact Fee in an amount equal to one percent (1%) in the first year, two percent (2%) in the second year, and three percent (3%) in the third year of gross sales of marketable products sold on behalf of the Members for the cultivation and product manufacturing operations located within the Town of Truro. The wholesale value of the marijuana and marijuana products sold by the Co-op shall be based on the wholesale value of the marijuana and marijuana products as determined by arms-length wholesale sales made by the Co-op during the year.
- 3. The Co-op and its Members shall pay the Annual Community Impact Fee in semi-annual installments as follows:

For sales between October 1 and March 31, payment shall be made on or before May 1; and For sales between April 1 and September 30, payment shall be made on or before November 1,

With regard to any six-month period of operation which is less than a full six-months, the applicable Community Impact Fee shall be pro-rated accordingly. The Co-op and its Members shall be deemed to have commenced operations upon the issuance of a Final License and authorization to grow from the CCC and the receipt of all local approvals, including all required zoning relief and building permits ("Commencement of Operations").

4. The Annual Community Impact Fee shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d). Six (6) months prior to the conclusion of the five (5) year term, the Parties shall meet to engage in a good-faith renegotiation of a new Community Impact Fee.

- 5. The Town may use the above referenced payments as it deems appropriate in its sole discretion, but shall make a good faith effort to allocate said payments for 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.
- 6. 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 Co-op and its Members agree 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

- Permit and Connection Fees: The Co-op and its Members hereby acknowledge and accept, and waive all rights to challenge, contest or appeal, the Town's usual building permit fee and other permit application fees, water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
- 2. Consulting Fees and Costs: In addition to the Community Impact Fee, the Co-op and its Members shall reimburse the Town for any and all reasonable consulting costs and fees related to any land use applications concerning the Co-op, negotiation of this and any other related agreements, and any review concerning the Co-op or its Members' operations, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants. The Town agrees to endeavor, to the greatest extent reasonably possible, to engage consultants with competitive, industry standard fee structures, and to require peer review, or duplicative services, only when necessary.
- 3. Other Costs: The Co-op 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 Co-op and/or reviewing its Members' operations 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. Provided, however, that any upfront payment for such fees and costs may be deducted from the payment of the Annual Community Impact Fee for the subsequent payment period.
- 4. <u>Late Payment Penalty</u>: The Co-op and its Members acknowledge that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten

- (10) days of the date they are due; the Town shall provide the Co-op and/or its delinquent Members with written notice of such failure to make a timely payment. The Co-op and its Members shall have a ten (10) day period to cure such failure to make timely payment from the date of receipt of such notice. If the Co-op or its Members fail to make full payment within such cure period, the Co-op and its Members shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.
- 5. <u>Liability</u>: The Co-op shall guaranty payment of the obligations of the Members to the Town under this Agreement, including, but not limited to, the financial payments due to the Town under Section 2.A.1.

C. Annual Reporting for Host Community Impact Fees

The Co-op and its Members shall submit semi-annual financial statements to the Town during the term of this Agreement. The Co-op and its Members shall maintain books, financial records, in accordance with 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 Co-op and its Members shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Co-op.

During the term of this Agreement and for three years following the termination of this Agreement the Co-op and its Members agree that in the event the Town is unable to verify the Co-op or its Members' gross sales and the payment of the required amount of the Annual Community Impact Fee, the Town may require the Co-op and its Members to have their financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Co-op and its Members. The Independent Financial Auditor shall review the Co-op and its Members' financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books. financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Co-op and its Members' 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 Co-op or its Members' normal business activities. In the event that the Independent Financial Auditor determines that the Co-op's previously provided documents correctly established the amount of the Co-op's and Members' gross sales, and that the required amount of the Annual Community Impact Fee was correctly calculated, and duly paid, then the cost of the Financial Audit may be deducted from the subsequent year's Community Impact Fee.

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Co-op and its Members 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 Co-op when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Co-op and its Members shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Co-op or by its Members and neither the Co-op nor its Members shall object or otherwise challenge the taxability of such property and shall not seek a non-profit reduction with respect to such taxes with the exception of available agricultural exemptions. Nothing herein shall affect or disturb any agricultural exemptions pursuant to G.L. c.61A existing as of the Effective Date of this Agreement.

In the event a Member seeks an agricultural classification pursuant to G.L. c.61A after the Effective Date of this Agreement for land on which marijuana is cultivated or marijuana products are manufactured, the Members and Co-op agree that to the extent such classification results in a determination that the Member's property is 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 the portion of the property on which marijuana cultivation and product manufacturing operations take place, 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 agricultural classification; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security and Safety

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 Co-op and its Members shall work with the Town's Police Department in reviewing and approving all security plans prior to the implementation and Commencement of Operations, including determining the placement of exterior security cameras, but in no event will the Police Department's review override, or be more stringent than, the requirements of the CCC.

The Co-op and its Members agree 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 individual Members' operations, and with regard to any anti-diversion procedures to ensure that marijuana and marijuana products sold by the Co-op or its Members are not being transferred to the illegal market or to minors.

If requested, the Co-op and its Members shall implement a comprehensive diversion prevention plan to prevent diversion of medical marijuana and marijuana products into the illicit market and to minors, such plan to be in place prior to the Commencement of Operations. The Co-op and its Members shall present the diversion plan to the Police Department for its review and feedback and, to the extent

required by the Police Department, work collaboratively to implement any reasonable changes, amendments or modifications to address local concerns.

The Co-op and its Members shall promptly report the discovery of the following to Town Police within 24 hours of the Co-op becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, 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; 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 Co-op and its Members agree and acknowledge that periodic inspections of the individual Member operations by the Town's Police Department, Town's Fire Department, Building Department and Board of Health to ensure compliance with local bylaws, rules and regulations shall be a condition of continued operation in Town and agree to cooperate with the Town's Police Department, Building Department, Fire Department and Board of Health in providing access for scheduled and unscheduled inspections of the individual Member operations. The Town acknowledges that the majority of the Members conduct operations on residential parcels where they also reside. Therefore, except in case of emergency or imminent threat to public health or safety, the Town shall endeavor to give twenty four (24) hour advance email notice of any inspection.

6. Community Impact Concerns

The Co-op and its Members agree to work collaboratively and cooperatively with the Town and abutting property owners to address mitigation of any reasonable concerns or issues that may arise through the operation of the Co-op, including, but not limited to, odor, noise, light or visual impacts.

In the event the Town receives six (6) or more written complaints from either abutters, owners of land directly opposite the Members' property on any public or private street or way, or abutters to the abutters within 600 feet of the property line of the Members' property, representing separate households, within a two-week period with respect to substantially the same type of negative impact (odor, noise, light or visual) in relation to any individual Member's operations, then the Parties agree that the following protocol may be followed:

- 1. The Town may, in its discretion, choose to investigate the complaints, which may include inspection of the operation and evaluation of the complaint from the property of the complainants. Inspection of complaints may be conducted by the Town's Building Inspector, Health Agent, Police Chief, and/or Fire Chief, or their designees, to evaluate the nature and scope of the complaint, document the conditions giving rise to the complaints, and investigate the impacts on abutting properties. The inspecting officials shall prepare a written Inspection Report.
- 2. Following the completion of a written Inspection Report, the Town Manager may convene a meeting of Town Officials/Staff to review the Inspection Report, and meet with the Member

whose operations are the basis for the complaints to determine whether further mitigation measures may be implemented to address the complaints. The Town may undertake further inspections and require that independent measurements of light, sound or odors be taken. The Town and the Member shall discuss various mitigation measures, including the following:

- a. A reduction in the amount of outdoor canopy for the next growing season;
- b. A relocation of the outdoor growing operations to a less obtrusive location on the property;
- c. The enclosure of the marijuana cultivation operations in a green house or other structure in order to control impacts;
- d. Implementation of odor, light or noise control processes or technologies reasonably calculated to address the specific nature of the complaints.
- e. Any other mitigation measures, as deemed appropriate.
- 3. In the event the Member and the Town cannot reach an agreement as to the mitigation measures to be undertaken by the Member, the Member may request that the Town agree to seek the input of an independent third-party mediator to assist in facilitating an agreed-upon resolution, the cost of which shall be borne by the Member and may be deducted offset against the following year's Community Impact Fee. The Town Manager and the Member shall both agree on the third-party mediator prior to any meeting with the mediator, and any final mitigation agreement shall be subject to approval of the Select Board.
- 4. Nothing set forth herein, including the Town's participation in a mediation/conciliation meeting, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, or the conditions of the Special Permit and/or Site Plan Approval, nor shall any mediation/conciliation meeting or agreement pursuant to this Section of the Host Community Agreement limit the authority of the Select Board to seek enforcement of the terms of this Agreement through any available means, including by judicial order.

7. Additional Obligations

The obligations of the Co-op, its Members and the Town recited herein are specifically contingent upon the Co-op obtaining a Final License from the CCC, and the Co-op's receipt of any and all necessary local approvals to locate, occupy, and operate within in the Town.

This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable licenses, 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 hereby required or obligated to issue such licenses, permits and approvals as may be necessary for the Co-op to operate in the Town, or to refrain from enforcement action against the Co-op and/or the Co-op for violation of the terms of said permits and approvals or said statutes, bylaws, and regulations.

8. Energy and Environmental Requirements

The Co-op and its Members shall (a) satisfy all minimum energy efficiency and equipment standards established by the Cannabis Control Commission and meet all applicable environmental laws, regulations, permits, and other applicable approvals; (b) adopt and use best management practices as determined by the Cannabis Control Commission's Energy and Environmental Working Group to reduce energy usage and consumption and operate the Co-op in compliance with best environmental practices with respect to cultivation, processing and manufacturing operations; and (c) ensure that lighting power densities for cultivation spaces does not exceed an average of 36 watts per gross square foot of active and growing canopy in accordance with all applicable CCC policies and regulations.

The Co-op shall report to the Select Board concerning its individual Member's energy use through by providing copies of each Member's annual energy bill. Members shall additionally provide a copy of the energy bill for the year prior to the Commencement of Operations.

9. Water Consumption

The Co-op and its Members shall comply with the Cannabis Control Commission's Best Management Practice Guides for Water Use, with respect to soil health, watering methods, and water capture and reuse. With respect to any Members using municipal water sources, such Members shall monitor and document water use, and report annually to the Select Board on the amount of water used for marijuana cultivation operations.

10. Waste Management Controls

The Co-op and its Members shall comply with the Cannabis Control Commission's Guidance on Cannabis Waste Management Requirements. In the event the Members dispose of marijuana waste at the Town's Transfer Station, such waste disposal must be pursuant to a commercial permit.

11. Pest Management

The Co-op and its Members shall comply with the Cannabis Control Commission's Guidance on Integrated Pest Management and shall apply chemical controls judiciously. Pesticides shall not be used as the primary method of pest control. "Minimum-risk (25(b))" pesticides for use in cannabis cultivation may be used in moderation.

12. Odor Control Technology

The Co-op and its Members shall ensure that odor from the operations do not constitute a nuisance to surrounding properties. Subject to review and approval by the Planning Board as part of the Special Permit process, the Co-op and its Members may, at a minimum, endeavor to plant varieties of marijuana that have been documented to be the least odoriferous varieties and surround all marijuana cultivation operations with cedar shavings or chips to mask odors to the greatest extent possible.

13. <u>Limitations on Use</u>

The Co-op and its Members agree that, even if authorized under CCC regulations, they will not engage in delivery of adult use marijuana directly to consumers absent approval from the Select Board

14. Support

The Town agrees to submit to the CCC, or such other state licensing, registering or monitoring authority, as the case may be, the required certifications relating to the Co-op's application for a license to operate 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 Co-op or any of its individual Members, 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 any of the Members operate within the Town, with the exception of the Community Impact Fee as set forth in Section 2 herein, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d), which time period shall be calculated for each Member based on the date of the Commencement of Operations for each Member's operation.

In the event the Co-op has not secured a Final License from the CCC and all necessary local permits from the Town for its adult use marijuana operations within two (2) years from the date this Agreement is signed, this Agreement shall expire and the Co-op shall be required to negotiate a new Host Community Agreement in order to operate within the Town. The Select Board, in its discretion, may agree to an extension of the two-year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

This agreement shall apply only to the Co-op and its individual Members as presently constituted as of the Effective Date of this Agreement. Any changes to the Membership of the Co-op with respect to the addition of operational locations within the Town shall require an amendment to this Agreement to include such new Members as signatories hereto.

16. Annual Reporting

The Co-op and its Members shall file an annual written report with the Select Board in connection with its annual financial submissions 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 Co-op's Annual Report.

17. Successors/Assigns

The Co-op and its Members shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Any consent by the Town herein shall be at the sole discretion of the Select Board and shall not be unreasonably withheld. In exercising its discretion, the Town may require that the assignee, transferee, or successor entity submit all the relevant information as the Select Board deems necessary.

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

18. 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 Manager, Town of Truro

24 Town Hall Rd. Truro, MA 02666

With a copy to:

John W. Giorgio KP Law, P.C. 101 Arch Street, 12th Floor Boston, MA 02110

To Co-op:

Stephanie Rein P.O. Box 688 21 Holsberry Road Truro, MA 02666

With a copy to:

Michael C. Fee Pierce & Mandell, P.C. 11 Beacon Street, Ste. 800 Boston, MA 02108 To Members:

Outer Cape Cannabis Connection, LLC

Attn: Craig Milan P.O. Box 603 Truro, MA 02666

Longnook Artisan Growers, LLC

Attn: Peter Staaterman

P.O. Box 774 12 Longnook Road North Truro, MA 02652

Pure Joy Farm, LLC Attn: Jessica Cook PO Box 545 23 Old Bridge Road Truro, MA 02666

Out There Grown, LLC Attn: Arthur Bosworth, III P.O. Box 668 21 Holsbery Road Truro, MA 02666

With a copy to:

Michael C. Fee Pierce & Mandell, P.C. 11 Beacon Street, Ste. 800 Boston, MA 02108

19. 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 Co-op and its Members agree that they 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 Co-op or its Members in a court of competent jurisdiction, the Co-op and its Members shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

20. Governing Law

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

21. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Co-op, its Members 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.

22. Amendments/Waiver

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

23. 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.

24. 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.

25. Signatures

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

26. No Joint Venture

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

27. Nullity

This Agreement shall be null and void in the event that the Co-op and its Members do not locate their operations in the Town or relocates operations out of the Town. Further, in the case of any relocation

of operations out of the Town, the Co-op and its Members agree that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Members within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Co-op or its Members.

28. Indemnification

The Co-op and its Members 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 Members' operations within the Town. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing, incurred in defending such claims, actions, proceedings or demands. The Co-op 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.

29. 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, the Co-op or its Members.

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

TOWN OF TRURO SELECT BOARD:

THE HIGH DUNE CRAFT MARIJUANA COOPERATIVE

tant mon
Janet W. Worthington, Chair
Marrien Burgess
Maureen Burgess, Vice Chair
Winter Day
Kristen Reed
MATU
Robert Weinstein
Jugar Un
Susan Areson
THE MEMBERS:
Outer Cape Cannabis Connection, LLC
By:
Its: Manager
Pt 6+1
Toke W. Hante
Longnook Artisan Growers, LLC By: Peter Staaterman
Its: Member
Out There Grown, LLC
By: Stephanie Rein
Its: Manager
Jessica Cook
Pure Joy Farm, LLC By: Jessica Cook
Its: Manager

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

TOWN OF TRURO SELECT BOARI		E HIGH DUI PERATIVE	JE CRAFT	MARIJUANA
Janet W. Worthington, Chair		SAMI	J.R	•
Maureen Burgess, Vice Chair	By: Stephani	e Rein		
Kristen Reed				
Robert Weinstein				
Susan Areson				
THE MEMBERS:				
Outer Cape Cannabis Connection, LLC				
By: David Krieger- Dewit	Н			
Its: Manager				
Longnook Artisan Growers, LLC				
By: <u>Peter Staaterman</u>				
Its: Member				

Out There Grown, LLC

Sorph J.P.

BB 16



Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

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AI	111111	cant
44	JAM	Perme

I, <u>Stephanie Rein</u>, (insert name) certify as an authorized representative of <u>High Dune Craft Cooperative</u>, <u>LLC</u> (insert name of applicant) that the applicant has executed a host community agreement with <u>The Town of Truro</u> (insert name of host community) pursuant to G.L.c. 94G § 3(d) on <u>August</u>, 2019 (insert date).

Signature of Authorized Representative of Applicant Stephanie Rein

Host Community

I, Janet Worthington (insert name) certify that I am the contracting authority	ty or
have been duly authorized by the contracting authority for Town of Truro (insert	•
name of host community) to certify that the applicant and Town of Truro (insert	name
of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on	

Signature of Contracting Authority or

Authorized Representative of Host Community

Massachusetts Cannabis Control Commission 101 Federal Street, 13th Floor, Boston, MA 02110 (617) 701-8400 (office) | mass-cannabis-control.com By: Stephanie Rein

Its: Manager

Pure Joy Farm, LLC

By: Jessica Cook

Its: Manager

674619/TRUO/

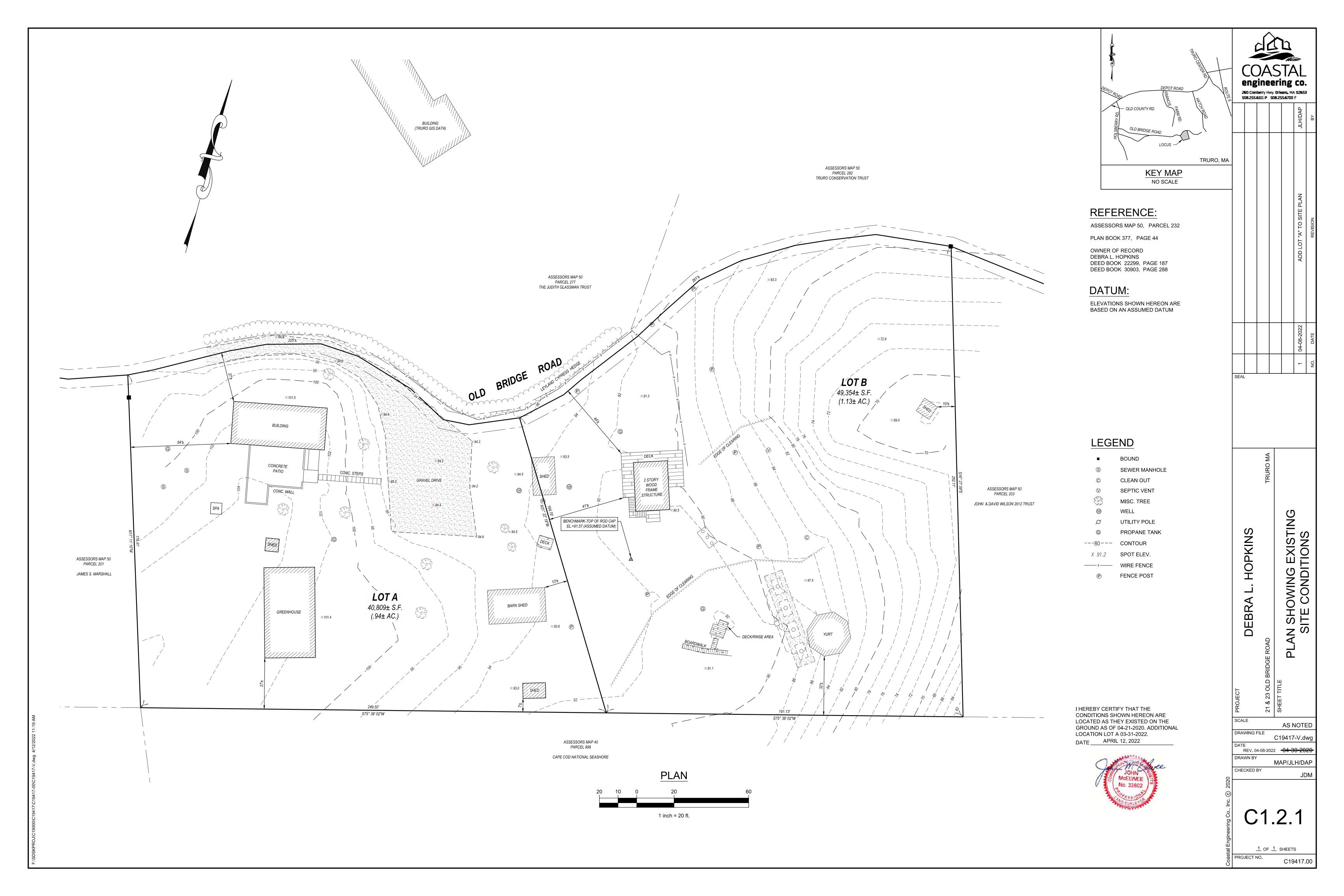
15

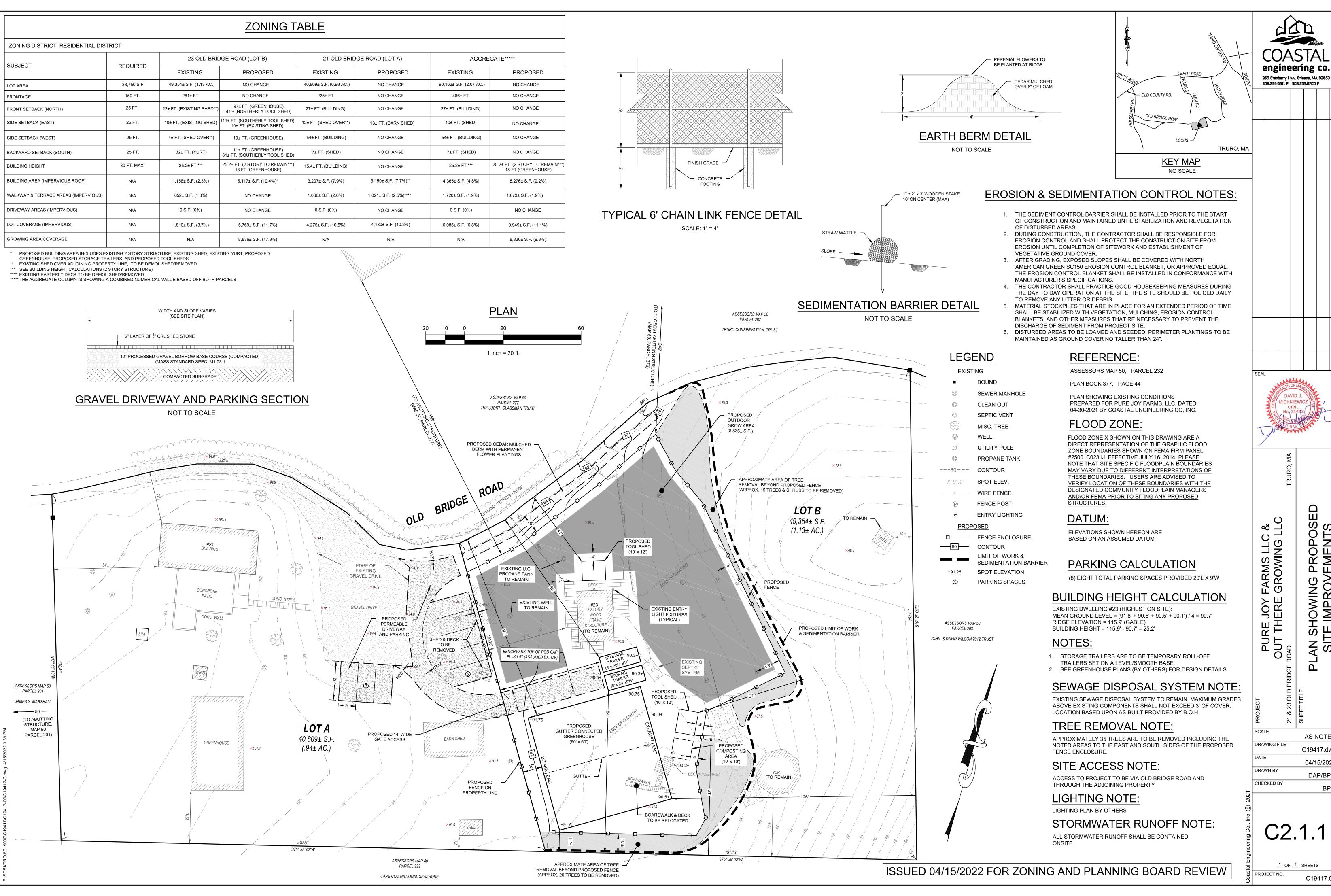
Resource Plans 100.7 B2

OTG and PJF request a waiver for 100.7 B2 which includes the electrical system overview, purpose energy/ utility demand, and purposed electrical demand offsets. The CCC requires a stamped engineered plan as defined in CCC 935 CMR 500.103 1(B) and 935 CMR 500.120(11) see attached

The Town's requirement of an Electrical Resource Plan which includes electrical system overview, proposed electrical/utility demands and proposed energy offsets are required by The CCC for final licensure. OTG and PJF will share the final approved Electric Usage Plan after CCC approval.

The vent system and air quality requirements are referenced in the overhead schematics provided by Growspan. -See attachment FF





PROJECT NO.

 $\frac{1}{}$ OF $\frac{1}{}$ SHEETS C19417.00

AS NOTED

C19417.dwg

04/15/2022

DAP/BPM



CUSTOMER SIGNATURE:

CONFIRMATIONS FOR THE LOCAL BUILDING JURISDICTION

PLEASE WORK WITH YOUR GOVERNING BUILDING DEPARTMENT TO COMPLETE THIS SHEET AND RETURN TO YOUR GROWSPAN REPRESENTATIVE. THIS INFORMATION IS CRITICAL TO ENSURE YOUR GREENHOUSE DESIGN IS COMPLIANT WITH THE LOCAL CODE AND THE GOVERNING BUILDING DEPARTMENT.

에 하는데 하는데 그렇게 되었다. 이 사람들은 이번 그는 사람들은 사람들이 되었다면 하는데
1. ARE STAMPED BUILDING DRAWINGS REQUIRED FOR YOUR GROWSPAN STRUCTURE?
XIYES NO
2. ARE STAMPED FOUNDATION DRAWINGS REQUIRED FOR YOUR GROWSPAN STRUCTURE?
YES NO
3. GOVERNING BUILDING DEPARTMENT CONTACT INFORMATION:
NAME: 2. CHARD GEVENS JURISDICTION: TRURO
ADDRESS: 24 TOWN LIGHT RO' CITY: Kruro STATE: Mg. ZIP CODE: 02666
PHONE: 508-349-7004 EMAIL: VSPENENS ETWO-MA. GOV COUNTY: Bonnstable
4. DIGITAL (PDF) COPIES OF STAMPED DRAWINGS WILL BE PROVIDED WITH THE ORDER. ARE HARDCOPIES OF STAMPED DRAWINGS ALSO NEEDED? IF YES, PLEASE STATE THE NUMBER OF COPIES AND THE SHEET SIZE NEEDED: NUMBER OF COPIES*: SHEET SIZE**: *ADDITIONAL FEES APPLY IF MORE THAN THREE COPIES ARE NEEDED.
**ADDITIONAL FEES APPLY FOR SHEET SIZES OTHER THAN 11"X17".
5. BUILDING CODE NAME AND YEAR (E.G. IBC 2012, IBC 2015, IBC 2018, ETC): 2015 IBC
6. SNOW LOAD (PSF) - GROUND (Pg): SMIN. FLAT ROOF (Pr***): MIN SLOPED ROOF (Ps***): MIN SLOPED R
7. WIND SPEEDS (3-SECOND GUST WIND SPEEDS IN MPH): FOR IBC 2009 AND OLDER, LIST THE NOMINAL WIND SPEED: FOR IBC 2012 AND NEWER, LIST THE ULTIMATE WIND SPEED FOR EACH RISK CATEGORY BELOW: RISK CATEGORY 1: RISK CATEGORY 2:
8. EXPOSURE CATEGORY:
B (BUILDING LOCATED IN URBAN/SUBURBAN AREAS, WOODED AREAS, OR OTHER TERRAIN WITH NUMEROUS, CLOSELY SPACED OBSTRUCTIONS THAT HAVE THE SIZE OF SINGLE-FAMILY DWELLINGS OR LARGER) - VERIFY WITH BUILDING OFFICIAL THAT THIS IS ACCEPTABLE TO USE FOR DESIGN. C (SELECT IF BUILDING DOES NOT FIT B OR D. THIS INCLUDES OPEN TERRAIN WITH SCATTERED OBSTRUCTIONS THAT HAVE HEIGHTS GENERALLY LESS THAN 30 FT. THIS INCLUDES FLAT, OPEN COUNTRY AND GRASSLANDS DOES INCLUDES SMOOTH MUD FLATS, SALT FLATS, UNBROKEN ICE, AND IF THE BUILDING IS LOCATED WITHIN 600 FEET OF A LARGE WATER SURFACE MORE THAN 5000 FEET IN WIDTH).
9. IS THERE ANY OTHER SPECIAL DESIGN LOAD CRITERIA OR LOCAL CODE REQUIREMENTS FOR THIS PROJECT
(E.G. SEISMIC DESIGN CATEGORY, ETC)? NO YES, PLEASE LIST:
10. IS THERE A MINIMUM INSIDE CLEARANCE? NO YES, PLEASE LIST:
11. ARE THERE RESTRICTIONS ON THE PEAK (OVERALL) STRUCTURE HEIGHT? NO YES IF YES, PLEASE LIST: AND NO
12. PLEASE LIST THE MAXIMUM BUILDING SIZE ALLOWED FOR THIS TYPE OF STRUCTURE (FT2):
13. PLEASE LIST THE MAXIMUM BUILDING SIZE THAT IS ALLOWED WITHOUT A SPRINKLER SYSTEM FOR THIS
STRUCTURE (FT²): 12000
14. PLEASE LIST THE EGRESS REQUIREMENTS: MINIMUM OF 2
15. FROST DEPTH AS REQUIRED BY THE BUILDING OFFICIAL FOR YOUR SITE ADDRESS (IN):
TO THOU BE THAT TERROTIED BY THE BUILDING OFFICIAL FOR TOUR SITE ADDRESS (IIV):

DATE: ______ Revision: 3/5/2021



Corporate Offices Distribution Center

1395 John Fitch Blvd., South Windsor, CT 06074 1440 Field of Dreams Way, Dyersville, IA 52040

Phone: 1.800.476.9715 • Int'l Phone 860.528.9550 Fax: 1.800.457.8887 • Int'l Fax: 860.289.4711

Website: www.growerssupply.com

Customer ID: 9042254

Quote Number: 1041516

QUOTE

Page:

1 of 3

Quote To:

OUT THERE GROWN / PURE JOY 23 OLD BRIDGE RD PO BOX 688 TRURO MA 02666-0688 UNITED STATES

Phone:

Sales Person: NOAH SKINNER Office Phone: 800-327-6835 X1718

NSKINNER@FARMTEK.COM

Ship To:

OUT THERE GROWN / PURE JOY 23 OLD BRIDGE RD **PO BOX 688** TRURO, MA 02666-0688

Date: 12/9/2021

Valid for 10 Days

Quote Total

USD

Line Part

3

Description

Expected Qty

Unit Price

Ext. Price

200106

GROWSPAN SERIES 1000 ARCH-TOPPED TWO-SPAN COMMERCIAL GREENHOUSE 60'W

X 60'L X 12'H, ENGINEERED

Project Size: (2) 30' X 60' GrowSpan Series 2000 Gable-Topped greenhouse, partitioned

Total Square Footage: 3600 sqft

Side Height: 12'

10' column/truss spacing with heavy duty 4x4 inch square 8 gauge triple galvanized steel columns

Designed for 25psf ground snowload, 119mph ultimate windspeed category I

-PLEASE CONFIRM IF LOCAL BUILDING ORDINANCE REQUIRES STAMPED/ENGINEERED DRAWINGS-

Primary structural members (posts, trusses, purlins) are triple galvanized and fully enclosed (tubular). No partially enclosed members - C-channel, roll forming or press braking - allowed.

Heavy duty base plate anchoring system with concrete anchors included. This system eliminates labor & error associated with anchor posts that must be wet set into concrete + allows concrete to be poured & cured prior to greenhouse delivery. Can be engineered to meet any snow/wind loads. Can be mounted to cylindrical pier footings (economical choice), grade beams or slabs.

FarmTek includes the following items with every GrowSpan Series 1000 & 2000 greenhouse purchase: framing for quoted doors, fans, coolers, vents + heavy duty "walk-in" gutters + condensate removal system + covering materials with appropriate fasteners, flashings, closure strips and sealants

Clear 8mm twinwall polycarbonate to cover sidewalls, and upper gable walls of greenhouse structures White-Black-White light deprivation polycarbonate to cover lower gablewalls and partition wall of greenhouse structures

Double layer of inflated 6mm polyethylene film to cover roof

OPTIONAL - PRICE EXCLUDED FROM 0.00 2 700012 TOTAL STAMPED/ENGINEERED DRAWINGS 4.00 ALUM DBL HUNG DOOR 6'X7' BLCKOUT 100103

(W/B/W)W/THRESHOLD

BUILDING AND FOUNDATION INSTALLATION:

THE BUILDING AND FOUNDATION SHALL BE INSTALLED IN ACCORDANCE WITH THE (STAMPED) STRUCTURAL—BOTH BUILDING AND FOUNDATION, IF APPLICABLE—AND CLADDING DRAWINGS. IF IT IS NOT, THE WARRANTY WILL BE VOIDED. CORRECTIVE ACTION MUST BE TAKEN IMMEDIATELY.

THE STRUCTURE SHALL BE FULLY ENCLOSED UNLESS SPECIFIED OTHERWISE.

SPECIAL REQUIREMENTS:

SPECIFY ANY OTHER REQUIREMENTS THAT NEED TO BE MET BY GROWSPAN (STRUCTURE AND EQUIPMENT) FROM THE REGULATORY/GOVERNING BODY OF THE CANNABIS USE LAWS (IF APPLICABLE), AS WELL AS THE LOCAL BUILDING DEPARTMENT:

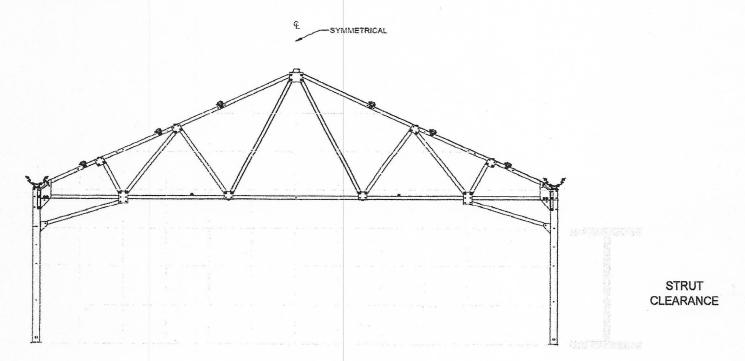
IT IS THE RESPONSIBILITY OF THE CUSTOMER THAT THE GREENHOUSE DESIGN AND EQUIPMENT (ON ORDER) MEETS OR EXCEEDS ALL REQUIREMENTS FROM THE COUNTY, CITY, AND/OR STATE THAT GOVERNS THE CULTIVATION OF CANNABIS.

IT IS THE RESPONSIBILITY OF THE CUSTOMER THAT THE GREENHOUSE DESIGN, STRUCTURE, AND EQUIPMENT MEETS OR EXCEEDS ALL REQUIREMENTS FROM THE LOCAL BUILDING DEPARTMENT.

GROWSPAN RECOMMENDS THE CUSTOMER SUPPLY A STORAGE AREA OR TEMPORARY STORAGE FOR ELECTRONIC / SENSITIVE ELECTRICAL EQUIPMENT ASSOCIATED WITH ANY GROWSPAN GREENHOUSE ORDER TO ENSURE PROTECTION FROM WEATHER AND DAMAGING ELEMENTS.

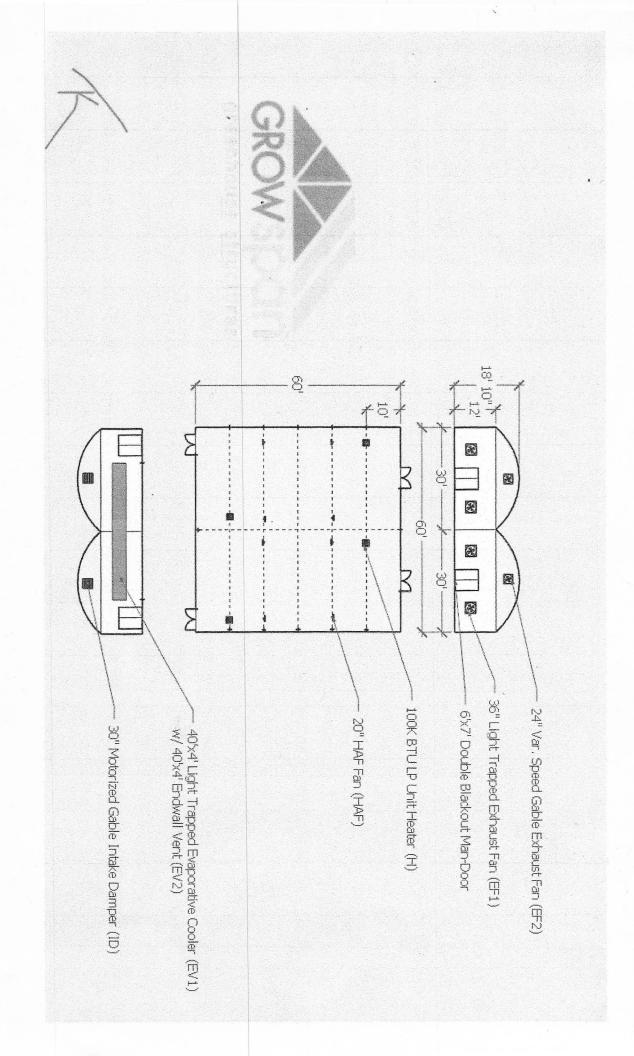
INSIDE STRUT CLEARANCE:

IF STRUT CLEARANCE (SEE ORANGE DIMENSION CALL-OUT BELOW) IS A CONCERN, PLEASE DISCUSS WITH YOUR GROWSPAN PROJECT MANAGER.



STRUT CLEARANCE REQUIREMENTS:

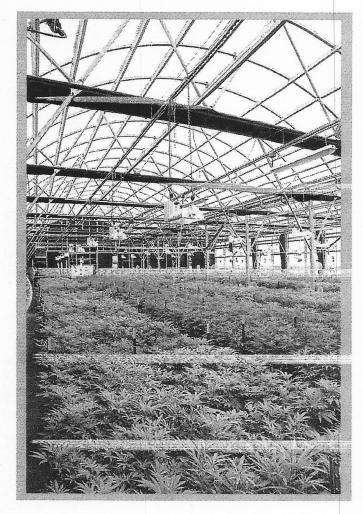
FOR SIDEWALL HEIGHTS > 10', CLEARANCE IS TYPICALLY 7' MINIMUM FOR SIDEWALL HEIGHTS = 10', CLEARANCE IS TYPICALLY 6' MINIMUM FOR SIDEWALL HEIGHTS = 8', CLEARANCE IS TYPICALLY 4'-6' MINIMUM

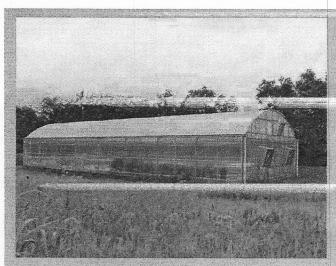


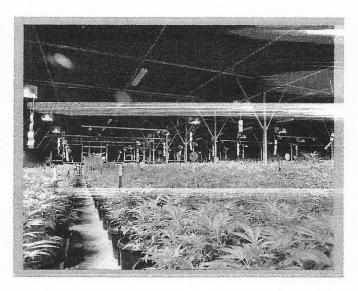
Page 1 of 1

SERIES 1000













Controvals Offices

1395 John Frich Blyd., South Windson, OT 06074 1440 Frield of Dreitins Way, Dyersville, IA 52040 Phone, 1,800,476,9715. First Phone, 860,528,9550 Fax, 1,600,457,9887 • Intt Fax, 860,289,4711

	Description ADD	Electric	Water	Gas	Otty	GrowSpan Model	adl sdl	Equipment Type
EV2 VENT	VENT MOTOR, 1PH	×			ъ	100103	35	VENT MOTOR
BO BLAC	BLACKOUT SCREEN MOTOR	×			1	111676	72	SCREEN MOTOR
EF2 EXHA	EXHAUST FAN 24"	×			ı	116600	37	EXHAUST FAN;PAD
EF1 EXHA	EXHAUST FAN 36"	×			2	116191	46	EXHAUST FAN; GABLE
ID WALL	WALL SHUTTER MOTOR	×			2	115224	5	WALL SHUTTER MOTOR
EV1 PAD V	PAD WALL PUMP (INSIDE PAD SUMP)	×	×		₽	112656	8	PAD WALL PUMP
H SUSP	SUSPENDED UNIT HEATER HD125	×		×	ы	107441P	143	HOT AIR HEATER
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Notes For Endwall ver Shade and BO 4500 CFM EA 10000 CFM EA
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U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only 7 For delivery information, visit our website at www.usps.com®. OKEMOS, MI 48864 m Certified Mail Fee \$3,45 55 0657 05 m Extra Services & Fees (check box, add fee as eppropriate) Return Receipt (hardcopy) Return Receipt (hardcopy) Return Receipt (electronic) \$0.00 Postmark s_\$0_00 Certified Mail Restricted Delivery Adult Signature Required Adult Signature Restricted Delivery \$ ostage \$0.50 556 \$ Total Postage and Fees \$3. প্5 05/04/2018 П City, State, ZIP+4® PS Form 3800, April 2015 PSN 7530-02-000-9047

3 6407	For delivery information, visit our website BERNARDSTUN- TIA-ULGS/	at www.usps.com®.
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0000	Return Receipt (hardcopy) \$ \$\frac{11}{2} \\ \text{Return Receipt (electronic)} \$ \$\frac{1}{2} \\ \text{Certified Mail Restricted Delivery} \$ \$\frac{1}{2} \\ \text{Adult Signature Required} \$ \$\frac{1}{2} \\ \text{Adult Signature Restricted Delivery} \$	Postmark Here
3560	Postage \$(1.50) \$ Total Postage and Fees, 95	05/04/2018
7076	Sent To WILSON G. Street and Apt. No., or PO Box No.	

IS Poetal Service™



TOWN OF TRURO

ASSESSORS OFFICE CERTIFIED ABUTTERS LIST REQUEST FORM



APPLICATION FOR ADULT USE RECREATIONAL MARIJUANA ESTABLISHMENTS (RME) AND MEDICAL MARIJUANA TREATMENT CENTERS (MMTC)

DATE: 3/29/2022
NAME OF APPLICANT: Out There Grown LLC and Pure Joy Farm LLC
NAME OF AGENT (if any): Stephanie Rein
MAILING ADDRESS: P.O. Box 688 Truro, MA 02666
CONTACT: HOME/CELL (508) 237-2791 EMAIL wormvalley@hotmail.com
PROPERTY LOCATION: 21 and 23 Old Bridge Road (street address)
PROPERTY IDENTIFICATION NUMBER: MAP 50 PARCEL 202 EXT. AND Map 50 Parcel 732 (if condominium)
ABUTTERS LIST NEEDED FOR:
X Planning Board Site Plan ReviewX Zoning Board of Appeals Special Permit
FEE: \$15.00 per checked item (Fee must accompany the application unless other arrangements are made)
Note: Per M.G.L., processing may take up to 10 calendar days. Please plan accordingly.
THIS SECTION FOR ASSESSORS OFFICE USE ONLY
Date request received by Assessors: 4 20 2022 List completed by Date paid: 4 20/2022 Cast Check #1376

<u>Abutters List for:</u> Abutters, owners of land directly opposite on any public or private street or way, and abutters to the abutters within 300 feet of the property line as well as any other property owners within 300 feet of the property line.



TRURO ASSESSORS OFFICE

PO Box 2012 Truro, MA 02666

Telephone: (508) 214-0921

Fax: (508) 349-5506

Date: April 20, 2022

To: Stephanie Rein, Agent for Out There Grown LLC and Pure Joy Farm LLC

From: Assessors Department

Certified Abutters List: 21 and 23 Old Bridge Road (Map 50, Parcel 202 and Map 50,

Parcel 232)

Planning Board-RME & MMTC

Attached is a combined list of abutters for properties located at 21 and 23 Old Bridge Road.

The current owners are John B. & Debra L. Hopkins.

The names and addresses of the abutters are as of April 15, 2022 according to the most recent documents received from the Barnstable County Registry of Deeds.

Certified by:

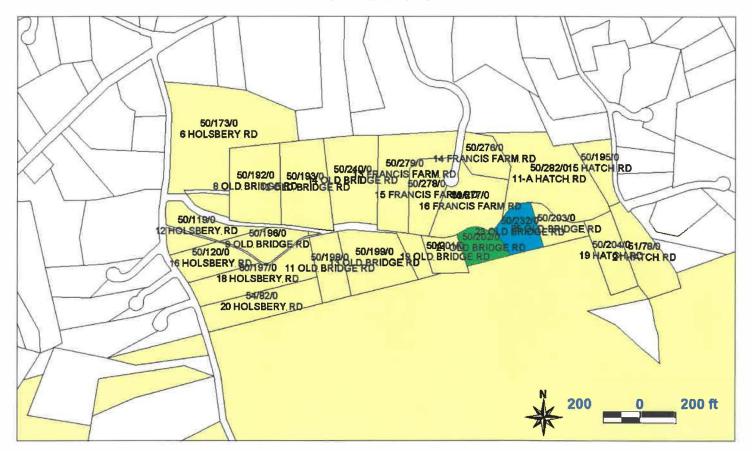
Olga Farrell
Assessing Clerk

21 Old Bridge Road (Map 50, Parcel 202) 23 Old Bridge Road (Map 50, Parcel 232)

RME & MMTC filing Planning Board-Site Plan Review

TOWN OF TRURO, MA BOARD OF ASSESSORS P.O. BOX 2012, TRURO MA 02666

Custom Abutters List



Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
7292	40-999-0-E	USA-DEPT OF INTERIOR Cape Cod National Seashore	0 CAPE COD NATIONAL SEASHORE	99 Marconi Site Rd	Wellfleet	MA	02667
2898	50-119-0-R	FRANCIS JOSEPH W ESTATE OF & HEIRS OF CORDES & DYER& ENGMAN	12 HOLSBERY RD	C/O FRAZIER PO BOX 906	WELLFLEET	MA	02667-0906
2899	50-120-0-R	BASS THOMAS A & KRUEGER ROBERTA L	16 HOLSBERY RD	7147 COLLEGE HILL RD	CLINTON	NY	13323
2952	50-173-0-R	WINKLER MICHAEL F & KATHERINE	6 HOLSBERY RD	PO BOX 1110	TRURO	MA	02666
2961	50-192-0-R	TARRASCH/YAMAKIDO LIVING TRUST TRS: MARC E TARRASCH ET AL	8 OLD BRIDGE RD	1418 ARBOR AVE	LOS ALTOS	CA	94024
2962	50-193-0-R	OLD BRIDGE ROAD LLC MGR: JAMES M HIRSHBERG	12 OLD BRIDGE RD	124 VIA VERDE WAY	PALM BEACH GARDENS	FL	33418
2964	50-195-0-R	CLURMAN MARGARETTA S	15 HATCH RD	69 WEYMOUTH ST	PROVIDENCE	RI	02906
2965	50-196-0-R	CORCORAN G STEVEN & PAULA	9 OLD BRIDGE RD	34 WOODSIDE LN	NEW HOPE	PA	18938
2966	50-197-0-E	TRURO CONSERVATION TRUST TRS: BETSEY BROWN ET AL	18 HOLSBERY RD	PO BOX 327	NO TRURO	MA	02652-0327
2967	50-198-0-R	CLARK KATHERINE M & DOWELL RODNEY S	11 OLD BRIDGE RD	15 OCEAN PIER AVE UNIT A	REVERE	MA	02151
2968	50-199-0-R	MACK ARIEN LIFE ESTATE RMNDR: ARIEN MACK LIVING TRUST	13 OLD BRIDGE RD	37 WEST 12TH STREET, # 5F	NEW YROK	NY	10011
2969	50-200-0-E	TRURO CONSERVATION TRUST TRS: BETSEY BROWN ET AL	17 OLD BRIDGE RD	PO BOX 327	NO TRURO	MA	02652-0327
2970	50-201-0-R	MARSHALL JAMES S	19 OLD BRIDGE RD	BOX 994	N KINGSTOWN	RI	02852
2971	50-202-0-R	HOPKINS JOHN B	21 OLD BRIDGE RD	PO BOX 1188	TRURO	MA	02666-1188
2972	50-203-0-R	WILSON JOHN DOUGLAS & DAVID M WILSON 2012 TRUST	25 OLD BRIDGE RD	707 PRUDDEN ST, APT 122	LANSING	MI	48906-5385
				\	24/2/2012 4/20/2022	Р	age 1

Key	Parcel ID	Owner	Location	Mailing Street	Mailing City	ST	ZipCd/Country
2973	50-204-0-R	WILSON JOHN DOUGLAS & THE DAVID M WILSON 2012 TRUST	19 HATCH RD	707 PRUDDEN ST, APT 122	LANSING	Mi	48906
3003	50-236-0-R	MICKS RICHARD L & TAMI JOY & HEIRS OF CORDES & DYER & ENGMA	4 OLD BRIDGE RD	C/O MICKS PO BOX 1029	WELLFLEET	MA	02667-1029
3007	50-240-0-R	14 OLD BRIDGE ROAD RLTY TR TRS:HIRSHBERG JAMES M &DIANE B	14 OLD BRIDGE RD	124 VIA VERDE WAY	PALM BEACH GARDENS	FL	33418
3040	50-276-0-R	MONNAHAN KELLY JEROME	14 FRANCIS FARM RD	PO BOX 286	TRURO	MA	02666-0286
3041	50-2 7 7-0-R	GLASSMAN JUDITH LIFE ESTATE RMNDR: TRS MITCHELL J GLASSMAN	16 FRANCIS FARM RD	75 CAMBRIDGE PARKWAY, U E210	CAMBRIDGE	MA	02142
3042	50-278-0-R	FEE MICHAEL C & SMITH MICHELE	15 FRANCIS FARM RD	PO BOX 2011	TRURO	MA	02666
3043	50-279-0-R	WILSON GEOFFREY A & BLAKESLEE EVE M	13 FRANCIS FARM RD	PO BOX 943	BERNARDSTON	MA	01337
3046	50-282-0-E	TRURO CONSERVATION TRUST TRS: BETSEY BROWN ET AL	11-A HATCH RD	PO BOX 327	NO TRURO	MA	02652-0327
3123	51-78-0-R	READ FAMILY NOMINEE TRUST THE TRS: READ BENJAMIN H JR ET AL	21 HATCH RD	PO BOX 1929	JACKSON	WY	83001
3313	54-82-0-R	TRURO TRUST TRS:CASSILETH GREGORY M & LISA	20 HOLSBERY RD	2112 LINDA FLORA DRIVE	LOS ANGELES	CA	90077

40-999-0-E 50-119-0-R 50-120-0-R FRANCIS JOSEPH W ESTATE OF & **USA-DEPT OF INTERIOR** HEIRS OF CORDES & DYER& ENGMAN **BASS THOMAS A &** Cape Cod National Seashore C/O FRAZIER KRUEGER ROBERTA L 99 Marconi Site Rd **PO BOX 906** 7147 COLLEGE HILL RD Wellfleet, MA 02667 WELLFLEET, MA 02667-0906 CLINTON, NY 13323 50-192-0-R 50-173-0-R 50-193-0-R TARRASCH/YAMAKIDO LIVING TRUST OLD BRIDGE ROAD LLC WINKLER MICHAEL F & KATHERINE TRS: MARC E TARRASCH ET AL MGR: JAMES M HIRSHBERG PO BOX 1110 1418 ARBOR AVE 124 VIA VERDE WAY TRURO, MA 02666 LOS ALTOS, CA 94024 PALM BEACH GARDENS, FL 33418 50-195-0-R 50-196-0-R 50-197-0-E TRURO CONSERVATION TRUST **CORCORAN G STEVEN & PAULA CLURMAN MARGARETTA S** TRS: BETSEY BROWN ET AL **69 WEYMOUTH ST** 34 WOODSIDE LN **PO BOX 327** PROVIDENCE, RI 02906 NEW HOPE, PA 18938 NO TRURO, MA 02652-0327 50-198-0-R 50-200-0-E 50-199-0-R MACK ARIEN LIFE ESTATE TRURO CONSERVATION TRUST **CLARK KATHERINE M &** DOWELL RODNEY S RMNDR: ARIEN MACK LIVING TRUST TRS: BETSEY BROWN ET AL 15 OCEAN PIER AVE UNIT A 37 WEST 12TH STREET, # 5F **PO BOX 327** REVERE. MA 02151 NEW YROK, NY 10011 NO TRURO, MA 02652-0327 50-201-0-R 50-202-0-R 50-203-0-R WILSON JOHN DOUGLAS & MARSHALL JAMES S HOPKINS JOHN B DAVID M WILSON 2012 TRUST **BOX 994** PO BOX 1188 707 PRUDDEN ST, APT 122 N KINGSTOWN, RI 02852 TRURO, MA 02666-1188 LANSING, MI 48906-5385 50-236-0-R 50-240-0-R 50-204-0-R MICKS RICHARD L & TAMI JOY & HEIRS OF CORDES & DYER & ENGMA WILSON JOHN DOUGLAS & 14 OLD BRIDGE ROAD RLTY TR C/O MICKS TRS:HIRSHBERG JAMES M &DIANE B PO BOX 1029 124 VIA VERDE WAY WELLFLEET, MA 02667-1029 PALM BEACH GARDENS, FL 33418 50-276-0-R 50-277-0-R 50-278-0-R

THE DAVID M WILSON 2012 TRUST 707 PRUDDEN ST, APT 122 LANSING, MI 48906

MONNAHAN KELLY JEROME **PO BOX 286** TRURO, MA 02666-0286

WILSON GEOFFREY A & BLAKESLEE EVE M PO BOX 943 BERNARDSTON, MA 01337

LOS ANGELES, CA 90077

54-82-0-R

TRURO TRUST TRS:CASSILETH GREGORY M & LISA 2112 LINDA FLORA DRIVE

GLASSMAN JUDITH LIFE ESTATE RMNDR: TRS MITCHELL J GLASSMAN 75 CAMBRIDGE PARKWAY, U E210

CAMBRIDGE, MA 02142

50-279-0-R

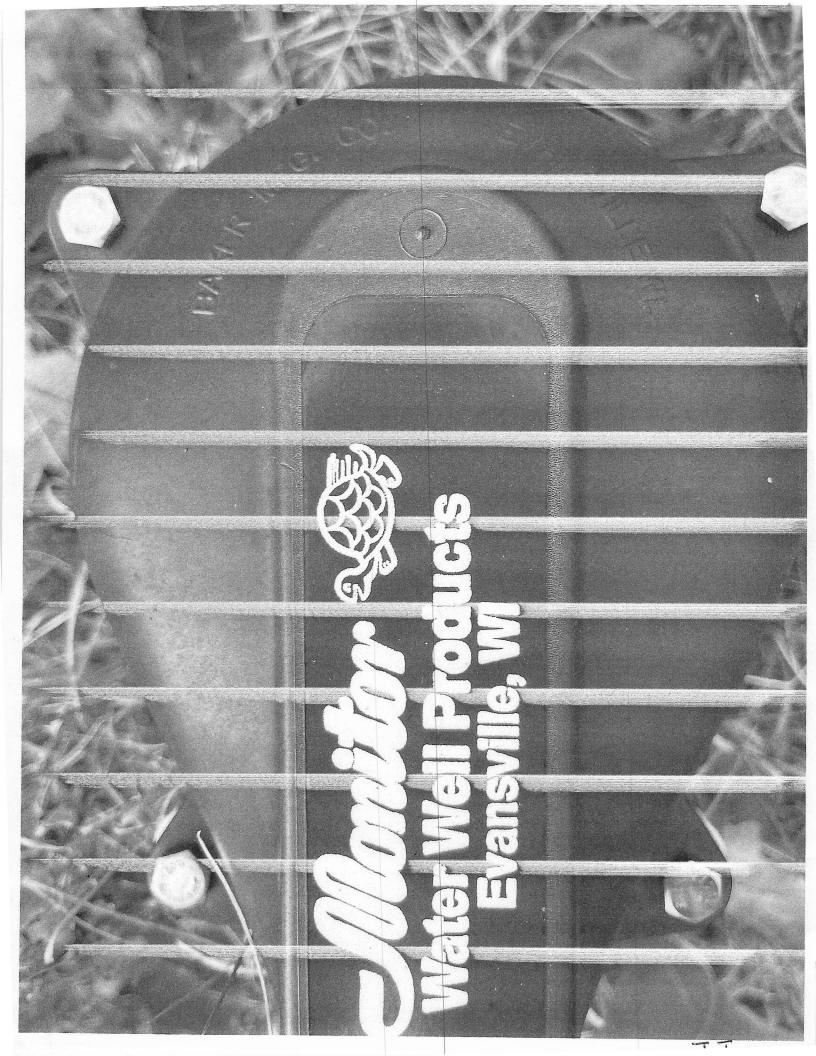
TRURO CONSERVATION TRUST TRS: BETSEY BROWN ET AL **PO BOX 327** NO TRURO, MA 02652-0327

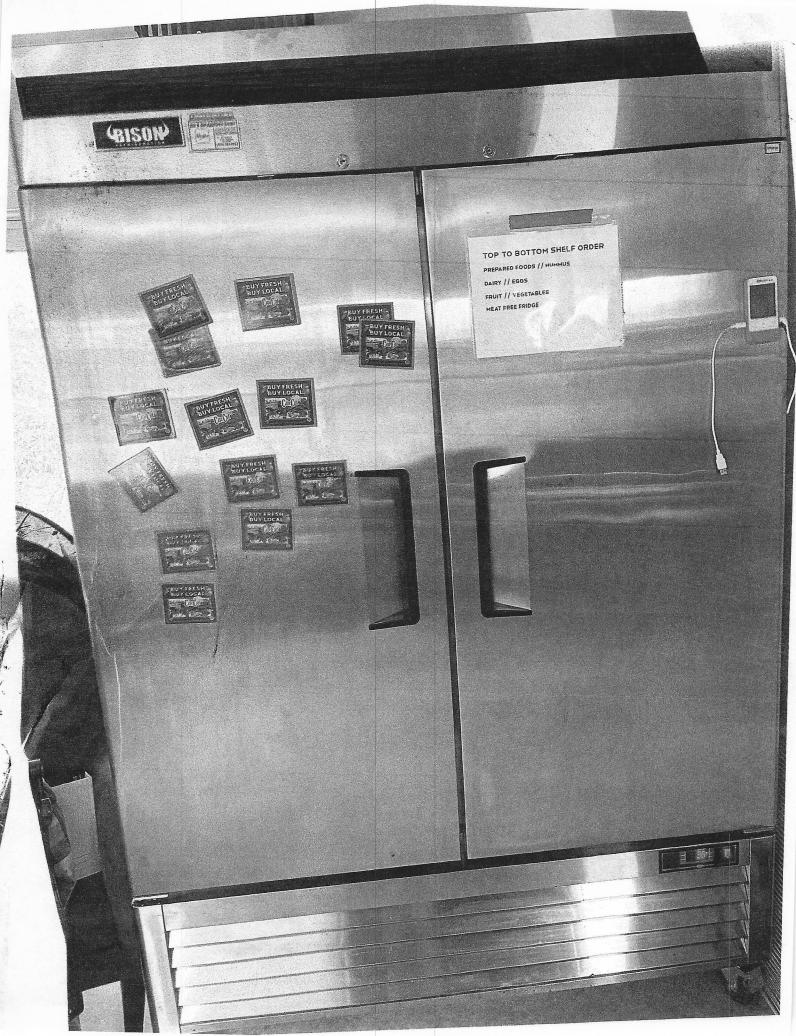
50-282-0-E

FEE MICHAEL C & SMITH MICHELE PO BOX 2011 TRURO, MA 02666

51-78-0-R READ FAMILY NOMINEE TRUST THE TRS: READ BENJAMIN H JR ET AL

PO BOX 1929 JACKSON, WY 83001





1 (=

PRODUCT: B SERIES REACH-INS VERTICAL COOLER

TEMPERATURE: 33~45°F (+1~+8°C)

REFRIGERANT: R290/140g

HIGH SIDE: 320 psig

-- 45E: 1

LOW SIDE: 200 psig

VOLTS: 115V FREQ: 50FF COOLING INPUT: 370W

DATE OF MANUFACTURE

SERIAL NO.: BRR-4600318010500K80019

For Indoor Use



CURLEYS EXPRESS, INC.



BISON MODEL: BRR-46

FOR ALL WARRANTY SERVICE CALL 855-525-5505





Instruction Manual Vertical Cooler



Refrigerator BRR-21

BRR-46 BRR-71



Freezer BRF-21 BRF-46 BRF-71



ease read ut.

home'

Dehumidifier

49.93 Pint Capacity

SKU: HME020031N

B/N: 2104H0197000789

Date Code: 2104

Power

Source

AC Only.

115V;

60HZ:

1Ph



LISTED

SA45418

Rated Current: 7.8A

Refrigerant:

R410A / 6.88ozs / 0.195kg

Moisture Removal: 49.93 Pints / Day

IEF: 1.9L / KW.H

DESIGN PRESSURE High 540 PSIG / 3 PMP2

Low 300 PEIG / 23M9%

VEAR PROPERTY

The progression to expect the

Waste Management Plan

OTG and PJF will follow all applicable Waste Disposal Requirements prescribed by The Cannabis Control Commission (935 CMR 500.105 12 A-D). Notice will be sent to Emily Beebe, Truro Health Agent, after the final waste disposal plan is reviewed/approved by The CCC.

Specifically OTG and PJF will compost all organic waste on site. Organic material containing cannabis, as defined in 310 CMR 16.02, will be run through a 15amp electric chipper shredder and then mixed with wood chips and native soil rendering it unusable for its original purpose. This material will be added to compost piles on site. Non-Cannabis organic waste (i.e., weeds, sticks and used soil) will be composted on site. OTG will incorporate all of its compostable waste back into its soil utilizing anaerobic and aerobic composting techniques including Johnson-SU composting, "hot composting" and static piles. These techniques are not only cost efficient, but also an environmentally sound. Non-organic solid waste, not containing cannabis, will be located in a four barrel wooden enclosure, similar to those found all over Truro. This waste will be disposed of at The Truro Transfer Station.

Current Weather: 31°F

Performance /

Summary

My System Performance

My Solar Production >

284 kWh

Expected Production: 271 - 366 kWh

Last 7 Days

Last 30 Days

All Time

Carbon Offset

0.2 Metric Tons CO₂

Reduction in Carbon Emissions

Last 7 Days

Last 30 Days

All Time

Estimated savings calculation is based average rates from your local utility and compares your approximate annual energy costs prior to going solar versus your estimated annual energy costs from Sunnova and your local utility after your solar system was placed in service. Your electricity needs will vary based on your usage, the energy efficiency of your home and other factors. Your solar system's production will vary based on weather and other factors. Sunnova makes no guarantees regarding credit for net energy exported to the electric grid, and any credit provided (now or in the future) is subject to change or termination by executive, legislative or regulatory action.

Sources: https://www.energy.gov/energysaver/maps/appliance-energy-calculator (https://www.energy.gov/energysaver/maps/appliance-energy-calculator), http://energyusecalculator.com (http://energyusecalculator.com) and https://www.donrowe.com/usage-chart-a/259.htm (https://www.donrowe.com/usage-chart-a/259.ht)

Disclaimer: The amount of power available from the battery during a power outage is limited, depending on the loads connected, customer usage and battery configuration (i.e. batteries in certain areas may be set up to provide you with the best economic benefit, which may affect the amount of back-up power available). Solar systems and/or batteries may require repairs after weather events and such repairs may be delayed due to forces outside of our control. No assurances can be given that the solar system or the battery will always work. You should never rely upon either of these to power life support or other medical devices.

From: Sunnova Energy Corporation noreply@sunnova.com

Subject: Your Monthly Sunnova Statement for Date: October 20, 2021 at 5:58 PM

To: dirtnymph@mac.com





Hi DEBRA,

This is a reminder that you are enrolled in AutoPay and your October 2021 payment will be automatically debited on the date indicated below.

DEBRA HOPKINS

Contract Type: PPA-EZ Sunnova System ID: OR003435356

Service Address: 23 OLD BRIDGE RD

Payment Due:

\$105.23

*Do not pay. Account will be debited on 10/25/2021 12:00:00 AM.

System Payment Details

Production 730.3230 kWh

Solar kWh Rate \$0.168

Service Period 9/1/2021 12:00:00

AM -9/30/2021

12:00:00 AM

Starting Balance

\$0

Current Monthly Service Charge w/ ACH Discount:

\$105.23

Sum of Credits

\$0.00

m/11/2 - £10

From: Debbie Schrider debbie.schrider@devlinsolar.com

Subject: Your Sunnova battery proposal
Date: January 4, 2022 at 3:30 PM
To: dirtnymph@mac.com

36

Hi Debra.

I was referred to you by Sunnova for a battery addition to your existing solar system. Based on your conversation with Ali, I've prepared proposals for (1) PowerWall which will cover your essential loads (refrigerator, small kitchen appliances, lights, outlets, fans, TV, and Internet, up to 20 amp loads); and (2) Tesla PowerWalls, for a total of 27 kWh's of battery capacity which would cover the essentials plus your heating system, up to 30 amp

loads. Happy to have a phone call to consult further if you are interested. You can

schedule time on my calendar here.

Please see attached brochures about the PowerWall battery. Also attached please find a financing proposal from Sunnova for both (1) and (2) PowerWalls. The pricing is for a turnkey system. We provide all permits, design, engineering, installation, utility paperwork, etc.

Please note that Sunnova will extend the 10-year Tesla manufacturer's warranty to 25 years as a part of this financing program, including replacing the batteries one time during the life of the loan.

There is a battery incentive program from Eversource that you will participate in by allowing National Grid to tap the energy stored in your battery during peak-demand events, typically very hot days in the summer months.

Each event is no longer than 3 hours at a time, they will never drain the battery past a 20% reserve, and they will not do a Connected Solutions event if Storm Watch says there is a storm coming that could cause a grid-outage.

The monthly payment for (1) PowerWall would be \$88.91. You will receive around \$750/year for the Connected Solutions program, or an average of \$62.50/month, bringing the net monthly payment for the battery to just \$26.41 per month.

The monthly payment for (2) PowerWalls would be \$152.41. You will receive around \$1200/year for the Connected Solutions incentive program, or an average of \$100/month, bringing the net monthly payment for the battery to just \$52.41 per month.

<u>Here</u> is a link to more info about the Eversource Connected Solutions program if you would like to learn more.

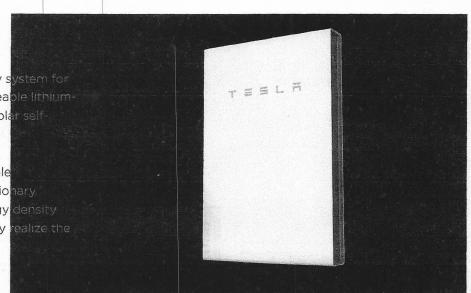
There is a gray area around the 26% tax credit for the PowerWalls if they were not installed in the same year as your solar system, but the guidance from the IRS below clearly states that the batteries will qualify. The amount of your tax credit would be \$5460 for (1) PowerWall. The amount of your tax credit for (2) PowerWalls would be \$9360.

Here is some information that may be relevant regarding your ability to take the 26% federal tax credit, from the database of federal incentives located

here: https://programs.dsireusa.org/system/program/detail/1235

Tesla Powerwall is a fully-integrated AC battery system for residential or light commercial use. Its rechargeable lithium-ion battery pack provides energy storage for solar self-consumption, time-based control, and backup.

Powerwall's electrical interface provides a simple connection to any home or building. Its revolutionary compact design achieves market-leading energy density and is easy to install, enabling owners to quickly realize the benefits of reliable, clean power.



PERFORMANCE SPECIFICATIONS

AC Voltage (Nominal)	120/240 V
Feed-In Type	Split Phase
Grid Frequency	60 Hz
Total Energy ¹	14 kWh
Usable Energy ¹	13.5 kWh
Real Power, max continuous	5 kW (charge and discharge)
Real Power, peak (10s, off-grid/backup)	7 kW (charge and discharge)
Apparent Power, max continuous	5.8 kVA (charge and discharge)
Apparent Power, peak (10s, off-grid/backup)	7.2 kVA (charge and discharge)
Maximum Supply Fault Current	10 kA
Maximum Output Fault Current	32 A
Overcurrent Protection Device	30 A
Imbalance for Split-Phase Loads	100%
Power Factor Output Range	+/- 1.0 adjustable
Power Factor Range (full-rated power)	+/- 0.85
Internal Battery DC Voltage	50 V
Round Trip Efficiency ^{1,2}	90%
Warranty	10 years

¹Values provided for 25°C (77°F), 3.3 kW charge/discharge power.

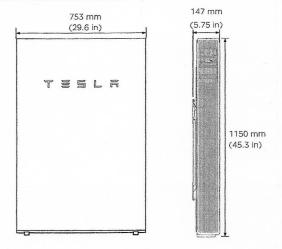
COMPLIANCE INFORMATION

Certifications	UL 1642, UL 1741, UL 1973,
Whatever are 1977 A finished and the children and the best only and 207 of the debated and finished along a production of the children and the	UL 9540, IEEE 1547, UN 38.3
Grid Connection	Worldwide Compatibility
Emissions	FCC Part 15 Class B, ICES 003
Environmental	RoHS Directive 2011/65/EU
Seismic	AC156, IEEE 693-2005 (high)
The second secon	and the same of th

MECHANICAL SPECIFICATIONS

Dimensions ³	1150 mm x 753 mm x 147 mm	
	(45.3 in x 29.6 in x 5.75 in)	
Weight ³	114 kg (251.3 lbs)	
Mounting options	Floor or wall mount	

³Dimensions and weight differ slightly if manufactured before March 2019. Contact Tesla for additional information.

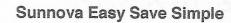


ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-20°C to 50°C (-4°F to 122°F)		
Recommended Temperature	0°C to 30°C (32°F to 86°F)		
Operating Humidity (RH)	Up to 100%, condensing		
Storage Conditions	-20°C to 30°C (-4°F to 86°F) Up to 95% RH, non-condensing State of Energy (SoE): 25% initial		
Maximum Elevation	3000 m (9843 ft)		
Environment	Indoor and outdoor rated		
Enclosure Type	NEMA 3R		
Ingress Rating	IP67 (Battery & Power Electronics) IP56 (Wiring Compartment)		
Wet Location Rating	Yes		
Noise Level @ 1m	< 40 dBA at 30°C (86°F)		

TESLA.COM/ENERGY

²AC to battery to AC, at beginning of life.





Homeowner Name and Address

DEBRA L HOPKINS 23 OLD BRIDGE RD TRURO, MA 02666

Contract ID OR003435356 Co-Homeowner Name (If Any)

Installation Location 23 OLD BRIDGE RD TRURO, MA 02666 Installer/Contractor

Trinity Solar 2211 Allenwood Road

Wall NJ 7719

License:

CT: 0635520; ELC.0195559-E1 | DE: 2066600876; T1-0005929 | MA: 170355; 21233A | MD: 109285; 11834 | 0491C | INJ: 13VH01244300; Electrical Business Permit # 34EB01547400 | INY: 52821-H; H.2409780100; L004203 | PA: PA128551 | RI: 39372; AC005040

Salesperson: Steve Dyment HIS #:

Salesperson Address: Trinity Solar 2211 Allenwood Road

Wall NJ 7719

Sunnova License: Sunnova MA 184093

Estimated Solar Energy Production

Estimated First Year Annual Production: Estimated Initial Term Total Production:

Payment Terms

Amount Due at Contract Signing:

ontract Signing: \$0.00 Installation Fee: \$0.00

Annual Increase of Solar Energy Rate: First Year Solar Energy Rate, if paid by auto-ACH: First Year Solar Energy Rate, if not paid by auto-

ACH:

Monthly Bill in First Year, if paid by auto-ACH: Monthly Bill in First Year, if <u>not</u> paid by auto-ACH:

8,093 kWh 190,638 kWh

\$0.00

2.9 % / year \$0.169 / kWh

\$0.186 / kWh \$113.98 / month \$125.38 / month

20 East Greenway Plaza Ste 475, Houston, TX 77046 281.985.9900. <u>www.sunnova.com</u> © 2018 Sunnova Energy Corporation. All Rights Reserved.

Date: 12/4/2020 Contract ID: 0R003435356

MM 5 of lo

Current Weather: 11°F

Performance /

Summary

My System Performance

My Solar Production >

6,435 kWh

Expected Production: 5,609 - 7,589 kWh

Last 7 Days

Last 30 Days

All Time

Carbon Offset

4.55 Metric Tons CO₂

Reduction in Carbon Emissions

Last 7 Days

Last 30 Days

All Time

Estimated savings calculation is based average rates from your local utility and compares your approximate annual energy costs prior to going solar versus your estimated annual energy costs from Sunnova and your local utility after your solar system was placed in service. Your electricity needs will vary based on your usage, the energy efficiency of your home and other factors. Your solar system's production will vary based on weather and other factors. Sunnova makes no guarantees regarding credit for net energy exported to the electric grid, and any credit provided (now or in the future) is subject to change or termination by executive, legislative or regulatory action.

Sources: https://www.energy.gov/energysaver/maps/appliance-energy-calculator (https://www.energy.gov/energysaver/maps/appliance-energy-calculator), http://energyusecalculator.com (http://energyusecalculator.com) and https://www.donrowe.com/usage-chart-a/259.htm (https://www.donrowe.com/usage-chart-a/259.ht)

Disclaimer: The amount of power available from the battery during a power outage is limited, depending on the loads connected, customer usage and battery configuration (i.e. batteries in certain areas may be set up to provide you with the best economic benefit, which may affect the amount of back-up power available). Solar systems and/or batteries may require repairs after weather events and such repairs may be delayed due to forces outside of our control. No assurances can be given that the solar system or the battery will always work. You should never rely upon either of these to power life support or other medical devices.

MM 6-0f-10-.

		Town of Truro Building Department
approved by	date	24 Town Hall Rd. PO Box 2030 Truro, MA 02666
inspected by	date	Tel (508) 349-7004 x131 Fax (508) 349-5508
PROJECT TYPE		
ROOFING	SIDING	TENT (attach flame spread cert.)
WINDOWS – attach catalogue cut sh	owing "EnergyStar" comp	pliance or U _{value} <30
Exterior Doors – attach catalogue of	cut showing "EnergyStar"	or prescriptive "Stretch Code" U _{value} compliance
GARDEN SHED OF UTILITY BUILDING ≤ 2	200 s.f. Provide site sketch she sketches showing wind	owing required property line setbacks & either catalogue cut or scaled and dimensioned dows, doors and overall height .Comply with all applicable Health & Zoning bylaws.
WOOD STOVE – provide catalogue in	,	OTHER
PROPERTY ADDRESS 23 010	t Bridge Roo	MAP 50 PARCEL 23
OWNER Debus Hopkins	PHONI	E508-274.47, EMAIL dirtnymp
ESTIMATED CONSTRUCTION COS	ST	, , , , , , , , , , , , , , , , , , ,
PROJECT AUTHORIZATION OWNER'S SIGNATURE	ber Hope	Muns DATE
A separate authorization letter from the owner is ac CONTRACTOR/AGENT NAME		PHONE#

Please complete the Massachusetts Workers' Compensation Insurance Affidavit on the back of this application 7/14/14



The Commonwealth of Massachusetts Department of Industrial Accidents 1 Congress Street, Suite 100 Boston, MA 02114-2017

www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information hia		Please Print Legibly
Name (Business/Organization/Individual):		
Address:	*	
City/State/Zip:	_ Phone	#:
Are you an employer? Check the appropriate box: 1. I am a employer withemployees (full and/or part-time).* 2. I am a sole proprietor or partnership and have no employees working any capacity. [No workers' comp. insurance required.] 3 I am a homeowner doing all work myself. [No workers' comp. insurated and a homeowner and will be hiring contractors to conduct all work ensure that all contractors either have workers' compensation insurated proprietors with no employees. 5. I am a general contractor and I have hired the sub-contractors listed and the sub-contractors have employees and have workers' comp. insurance for the sub-contractor insurance for the sub-contractors have employees. [No workers' comp. insurance for the sub-contractor insurance for the sub-contractor for the sub-contractors have employees. [No workers' comp. insurance for the sub-contractor for the sub-cont	g for me in ance required.] c on my propert nce or are sole on the attached urance.† emption per Mi ce required.]	rty. I will 10 Building addition 11 Electrical repairs or additions 12 Plumbing repairs or additions 13. Roof repairs 14. Other
† Homeowners who submit this affidavit indicating they are doing all work a ‡Contractors that check this box must attached an additional sheet showing the employees. If the sub-contractors have employees, they must provide their I am an employer that is providing workers' compensation.	and then hire or he name of the workers' comp	outside contractors must submit a new affidavit indicating such. e sub-contractors and state whether or not those entities have p. policy number.
information.		
Insurance Company Name: Policy # or Self-ins. Lic. #:		
Job Site Address: Attach a copy of the workers' compensation policy declar	ation page	City/State/Zip:c (showing the policy number and expiration date).
Failure to secure coverage as required under MGL c. 152, §2 and/or one-year imprisonment, as well as civil penalties in th day against the violator. A copy of this statement may be for coverage verification. I do hereby certify under the pains and penalties of perjury	e form of a warded to th	STOP WORK ORDER and a fine of up to \$250.00 a he Office of Investigations of the DIA for insurance
Signature: Phone #:		Date:
Official use only. Do not write in this area, to be comple	ted by city o	or town official.
City or Town:	Danmit/I	icones #
Issuing Authority (circle one): 1. Board of Health 2. Building Department 3. City/To- 6. Other		4. Electrical Inspector 5. Plumbing Inspector
Contact Person:		Phone #:

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required." Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply sub-contractor(s) name(s), address(es) and phone number(s) along with their certificate(s) of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. Also be sure to sign and date the affidavit. The affidavit should be returned to the city or town that the application for the permit or license is being requested, not the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary) and under "Job Site Address" the applicant should write "all locations in ______(city or town)." A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Department's address, telephone and fax number:

The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017

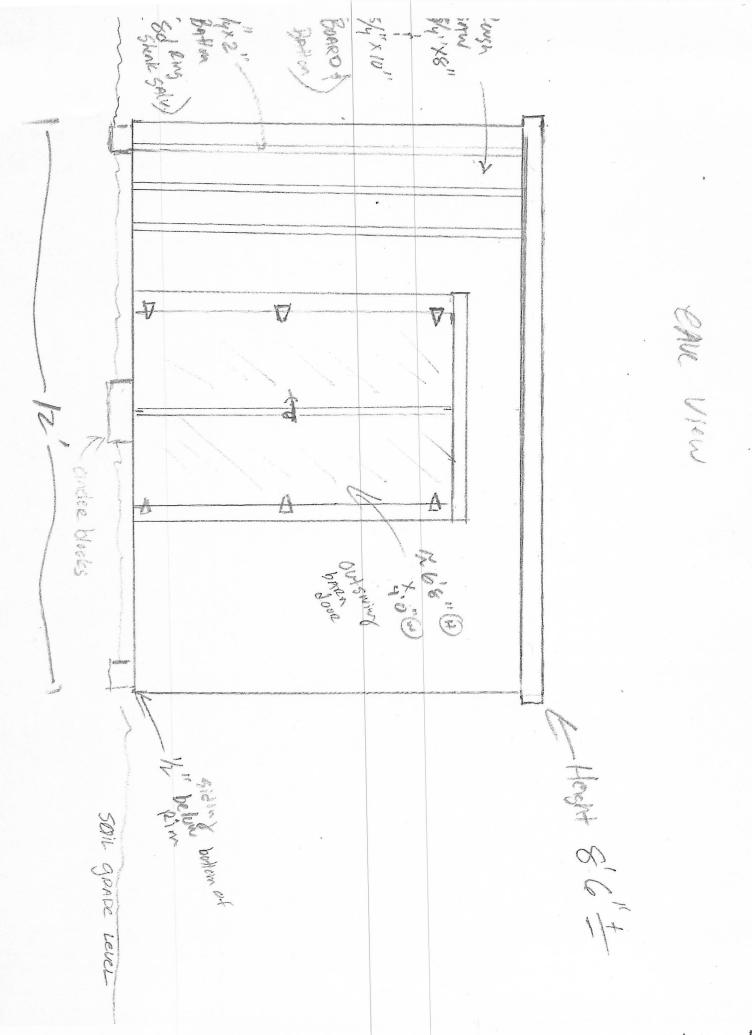
Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE Fax # 617-727-7749 www.mass.gov/dia

Revised 02-23-15

1 Pita /4.50 asphalt pooling 2000 246 PASKAS/. Drift work 1/2" COX Plywood Heighta86"= Height 1st FRANING HAS and 2xy wall 11/210' Rough stock)
pine (shi stock) framing 16" O.C. W/ 2"xy" blocking in Flat@3' and 6' From Glora for exertine MAILER cindere bleek SAIT grade gable view NN 4 of lo

Flour PLAN Cindea blocks under each corner, midspan under Rim on Cave fides gable 1/2' COX phywood Floore, w/ PL adhesive plywood apiled -1 8d Ring Stank Mails Fearning w/ 31/4 Farming nails

NN ENELO



NNLxIn

By Hand Delivery Barbara Carboni Truro town hall 24 town Hall rd. P.O. Box 2030 Truro,MA. 02666

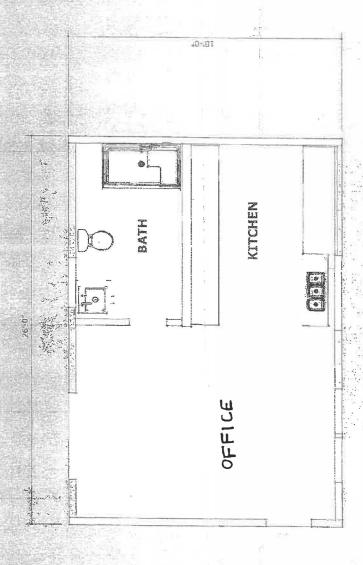
Re: Out There Grown, LLC. Lease

Dear Ms. Carboni,

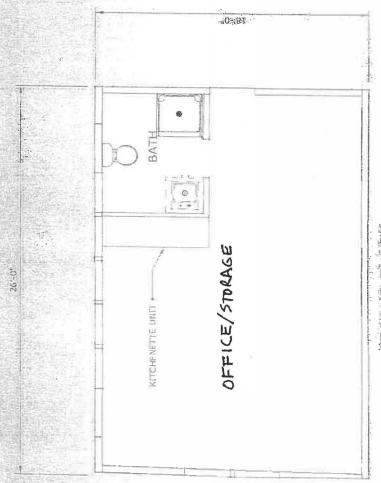
This will confirm that I am the owner of 23 Old Bridge Rd. Truro, MA. 02666 and that I have agreed to lease portions of the property to Out There Grown, LLC> for the purpose of marijuana cultivation.

Very truly yours,

Debra Hopkins

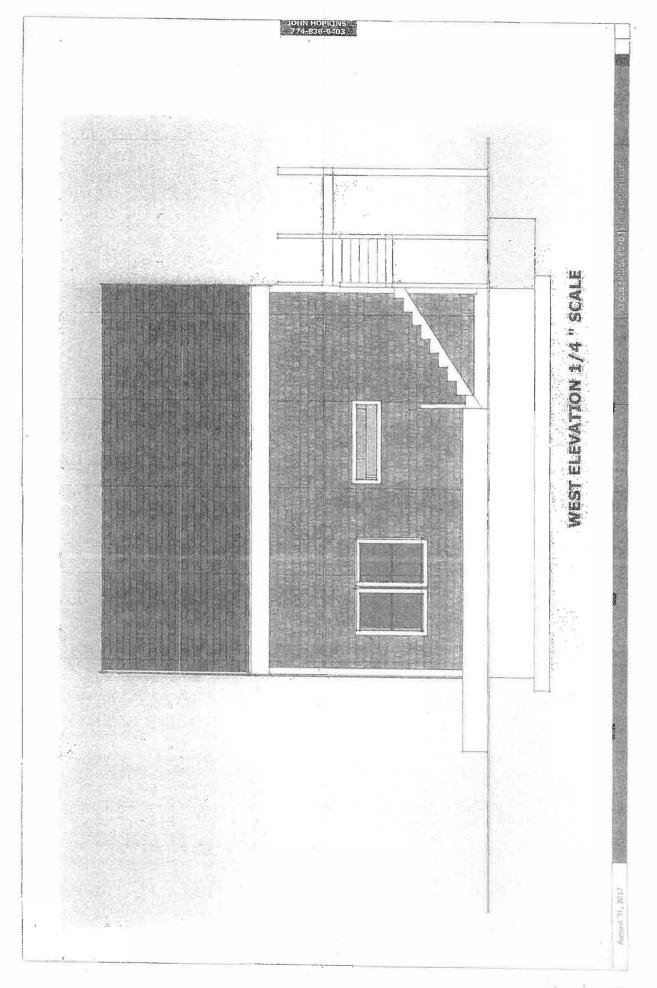


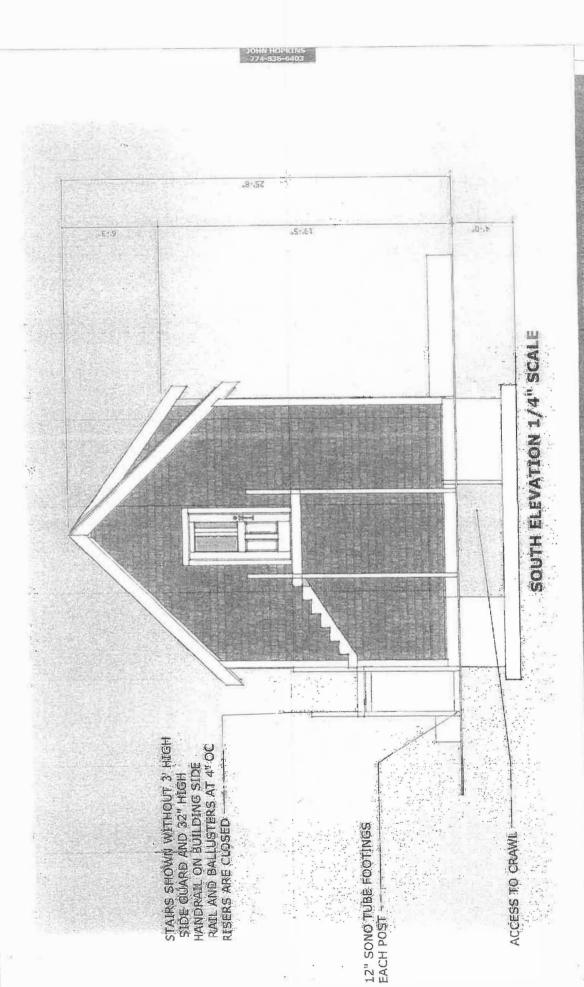
FIRST FLOOR PLAN

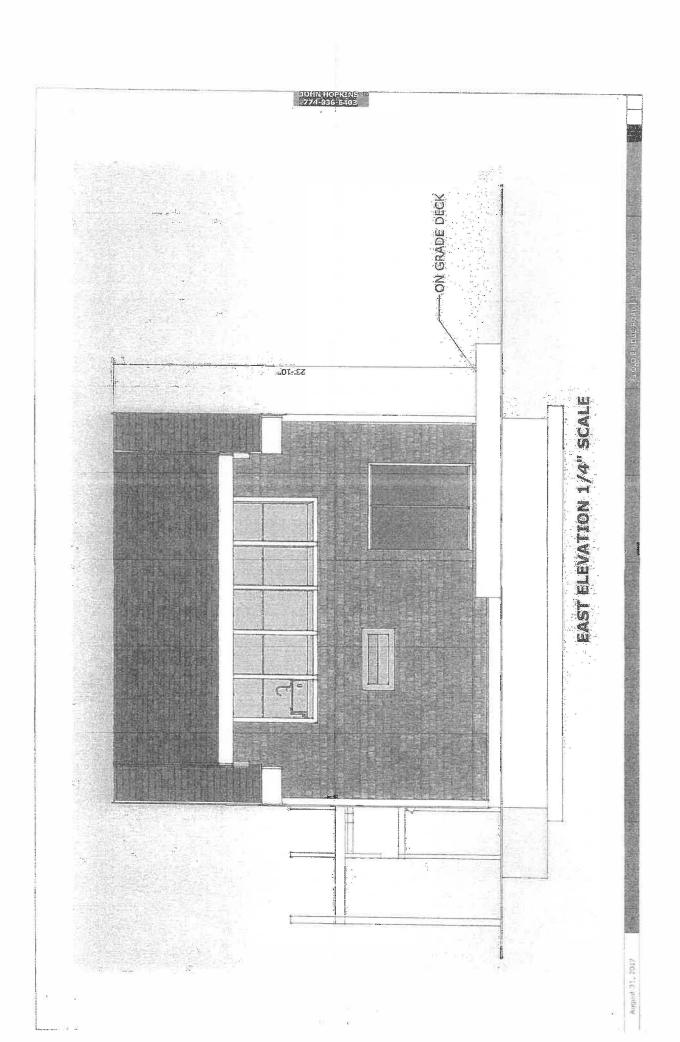


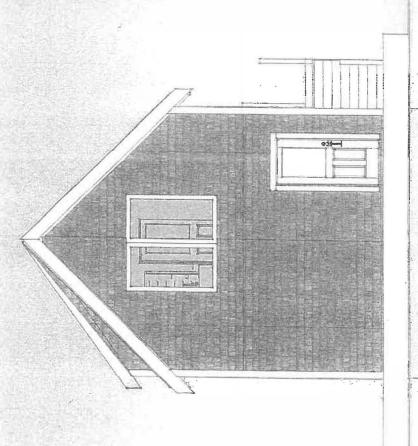
SECOND FLOOR 1/4 SCALE

August 31, 2017





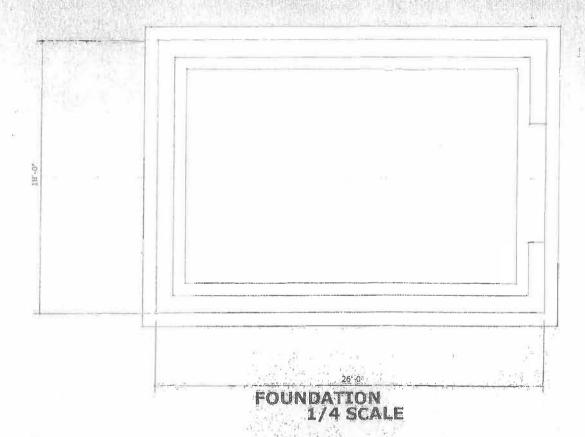




NORTH ELEVATION 1/4" SCALE

August 31, 2017

WALLS 12" ICF WIH 3000PSI CONCRETE 3/4" THEML BARRIER INTERIOR AND 6 MIL RUBBER WATER PROOFING EXTERIOR 12," % 24" FOOTINGS AND 3" SLAB



TRUSS JOISTS 16" OC WITH 3/4" ADVANTEC SUBFLOOR.

1/2" UNDERLAYEMENT AND COMMERCIAL SHEET GOODS 40-18I 26-04

11.25 PT SILLS

FIRST FLOOR FRAME
1/4 INCH SCALE

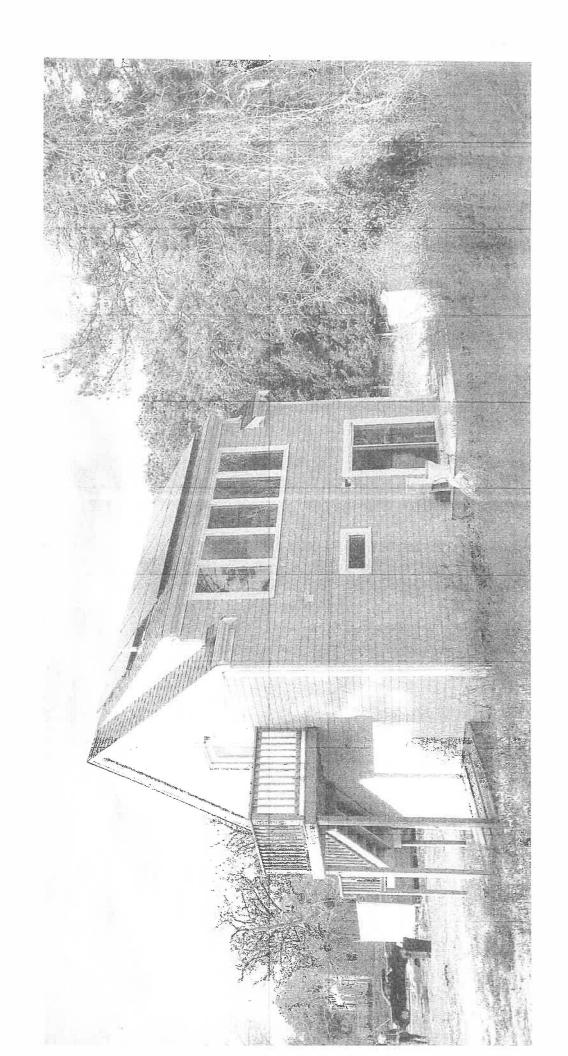
TO ALTO SPECIFICATE LANGERING STUDIO

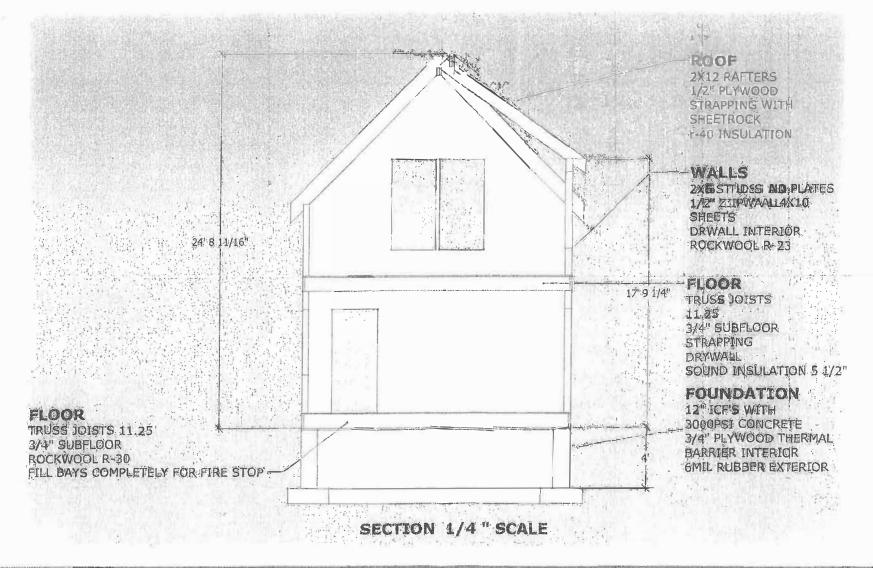
TRUSS JOISTS 16" OC WITH 3/4" ADVANTEC SUBFLOOR 1/2" UNDERLAYEMENT AND COMMERCIAL SHEET GOODS

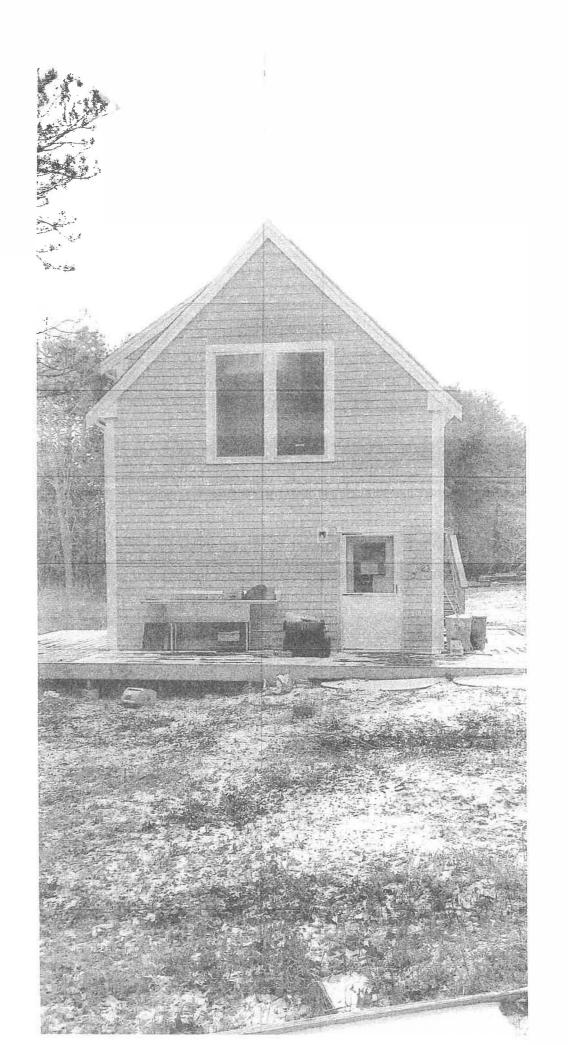
11.25 PT SILLS +

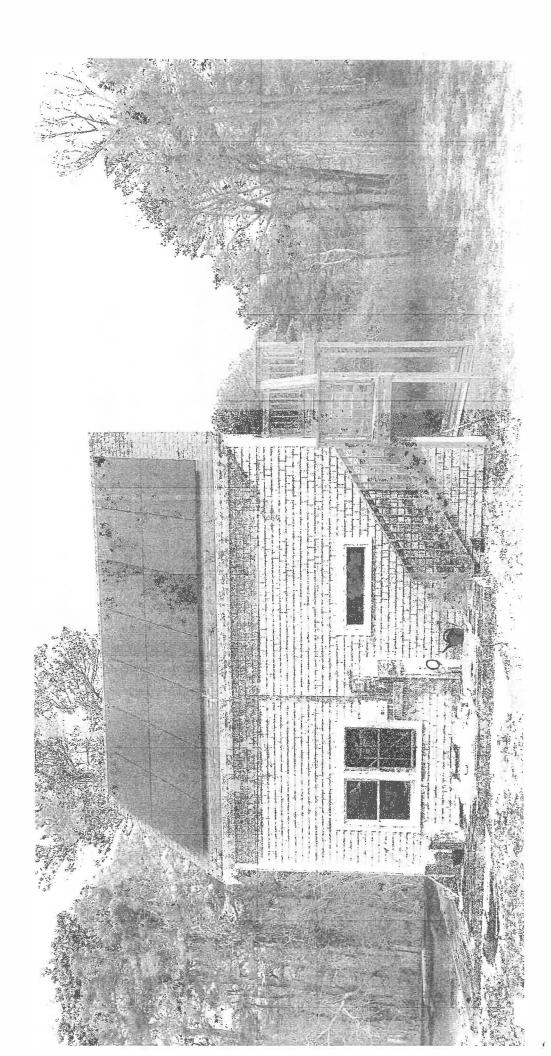
SECOND FLOOR FRAME
1/4 INCH SCALE

RAFTER CLIPS TOP AND BOTTOM DORMER RAFTERS 2X12 16" OC DOUBLE 1 3/4" X 11 1/4" MICROLAM RIDGE WITH BUILT UP POST DOWN main roof rafters 2x12 16" oc RAFTER FRAME PLAN 1/4 INCH SCLE

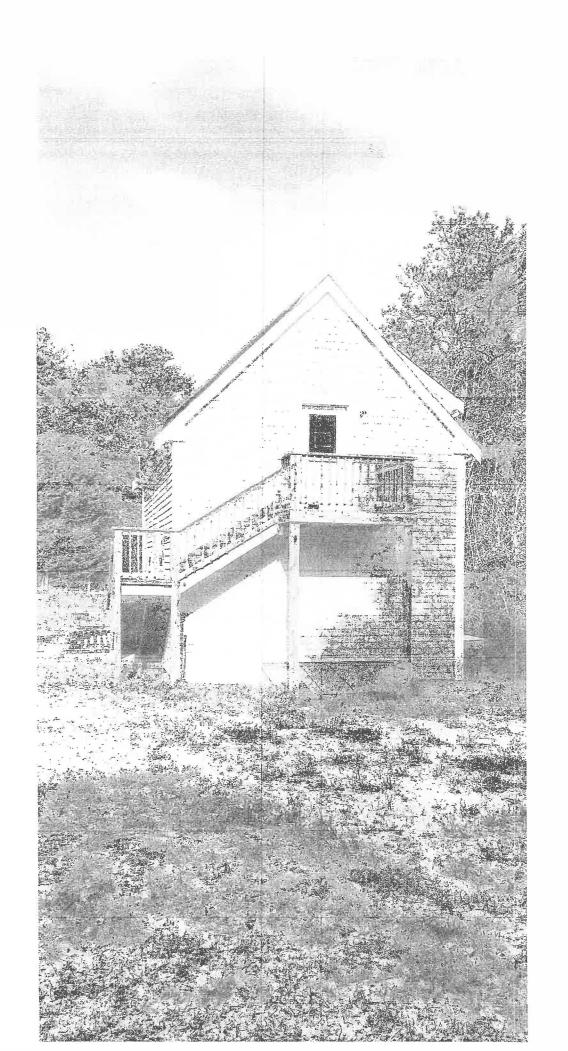


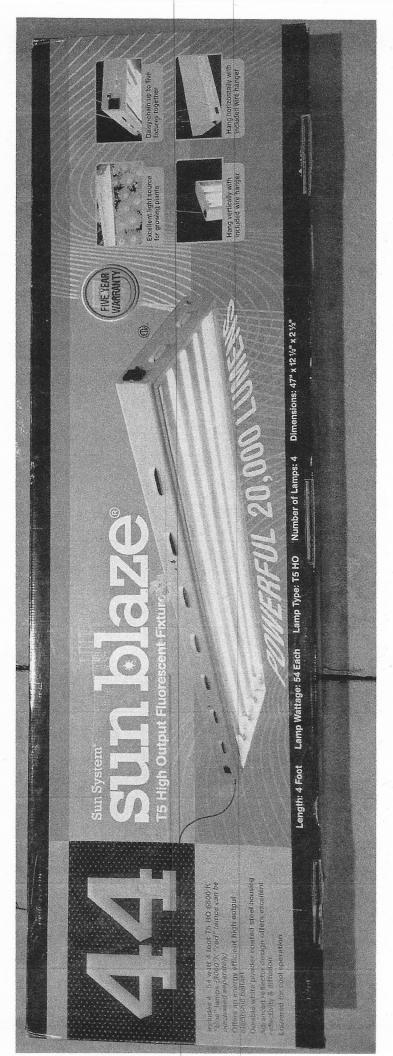






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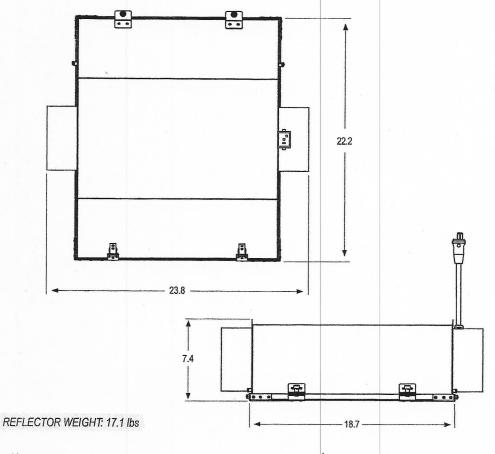




Yield Master_® 6 Inch Air-Cooled Reflector

Item #904425





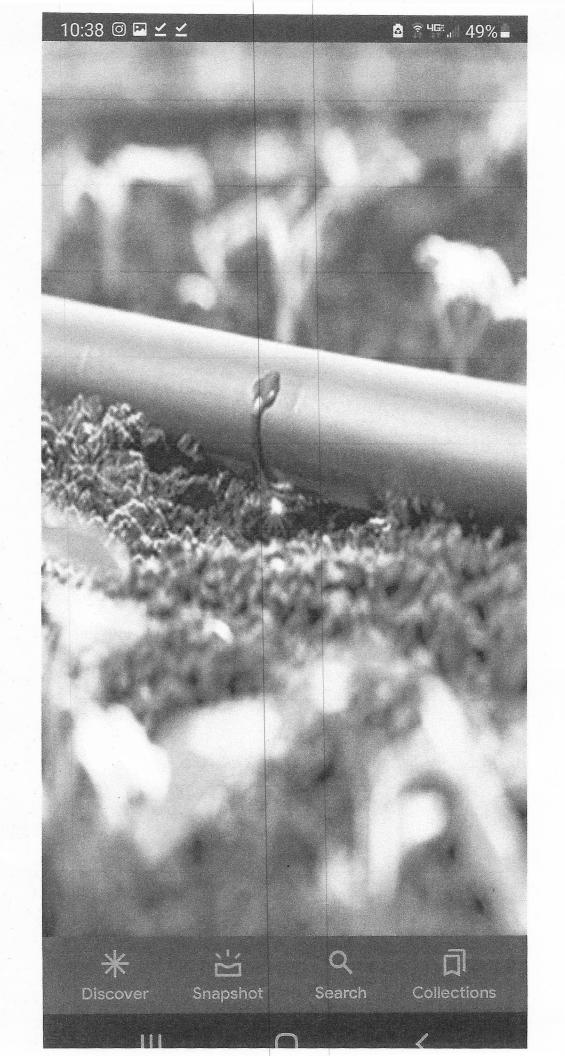
ETL LISTED NOT ETL LISTED Tested to UL Standard #1598 AIR-COOLED ACCEPTS GLASS HINGED GLASS FRAME DETACHABLE LAMP CORD 600 VOLT RATED CORD FABRICATED IN USA* 5 YEAR WARRANTY **BALLAST COMPATIBILITY** • HPS • MH Max. Wattage: 1000 LAMP COMPATIBILITY · HPS MH Max. Wattage: 1000 LAMP POSITION HORIZONTAL VERTICAL LAMP SOCKET TYPE INTEGRATED DOUBLE-ENDED INTEGRATED 5KV MOGUL BASE

Sunlight Supply, Inc.

National Garden Wholesale.

This document is not intended to be used for installation purposes. We cannot cover all specific applications or anticipate all requirements. All specifications are subject to change without notice.

* with US and globally sourced parts



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