

**RENEWAL HOST COMMUNITY AGREEMENT FOR MARIJUANA CULTIVATION  
ESTABLISHMENT BETWEEN CAREGIVER-PATIENT CONNECTION, LLC AND  
THE CITY OF FRAMINGHAM, MASSACHUSETTS**

This Renewal Host Community Agreement (the "Agreement"), is entered into this 4<sup>th</sup> day of April, 2024 by and **CAREGIVER- PATIENT CONNECTION, LLC**, a Massachusetts corporation with its main office presently located at 910 Boston Post Road E, Suite 310, Marlborough, MA 01752 (the "Operator") and the **CITY OF FRAMINGHAM**, a Massachusetts municipal corporation with a principal address of 150 Concord Street, Framingham, MA 01702 (the "City") (collectively, Operator and City are hereafter referred to as the "Parties") applying for and/or currently holding a licensed issued by the Cannabis Control Commission (the "Commission").

**RECITALS**

**WHEREAS**, the Operator is the lessee of the property at **61C Tripp Street, Framingham, MA** ("the Premises") owned by Leonard Jolles, Trustee of the LRT Realty Trust, u/d/t/d July 20,1995 recorded with the Middlesex South District Registry of Deeds at Book 25576, Page 381 and filed with the Middlesex South Registry District of the Land Court as Document No. 980390, which lease is evidenced by Notices of Lease dated January 31, 2109 and recorded with said Deeds at Book 72558, Page 357 (with respect to 60 Tripp Street) and at Book 72478, Page 580 and filed as Land Court Document No. 1813729;

**WHEREAS**, the Operator is currently licensed by the Commission as a Marijuana Establishment, and is located within the City;

**WHEREAS**, the Operator shall comply with all applicable state laws and regulations, including but not limited to MGL c. 94G, MGL c. 94I, 935 CMR 500.000 *et seq.*, and 935 CMR 501.000 *et seq.*, as applicable and such approvals as may be issued by the City in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

**WHEREAS**, the Parties intend by executing this Agreement to comply and satisfy the provisions of MGL c. 94G, § 3(d), as applicable to the licensed operation(s) of the Marijuana Establishment with such operations to be done in accordance with applicable zoning, laws, bylaws or ordinances of the City; and

**WHEREAS**, the Operator has warranted and represented, and the City's Planning Administrator has verified, that the Operator's Marijuana Establishment is not located within 500 feet, measured in a straight line from the nearest point of the Premises to the nearest point of any pre-existing public or private school providing education in kindergarten or grades 1 through 12;

**WHEREAS**, the Operator expressly understands and agrees that operation of its Marijuana Product Manufacturing Establishment requires licensure by the Commission, which in turn shall require a separate Host Community Agreement specific to its Marijuana Product Manufacturing Establishment. The Operator further understands and agrees that it shall be required to apply for a separate Host Community Agreement from the City for its Marijuana Product Manufacturing Establishment, and that the City's execution of this Agreement is not a promise or guarantee by the City that the Operator shall be invited to negotiate a Host Community Agreement for its Marijuana Product Manufacturing Establishment;

**WHEREAS**, Operator and the City enter into this Agreement with the intention of being bound by its terms such that this Agreement shall be fully enforceable by a court of competent jurisdiction;

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

**1. Terms.**

Where applicable, the following terms shall hold the same meaning and definitions as defined by the Commission in 935 CMR 500.000 *et. seq* and 935 CMR 501.000 *et seq.*, as applicable

- a) Marijuana Establishment (ME) means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee, Social Consumption Establishment (as defined in 935 CMR 500.02: Social Consumption Establishment), or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center (MTC).
- b) Medical Marijuana Treatment Center (MTC) means any entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils or ointments), repackages, transports, sells, distributes, delivers, dispenses, or administers marijuana products containing marijuana, related supplies or educational materials to registered qualified patients or their personal caregivers for medical use. Unless otherwise specified, MTC refers to the site(s) of dispensing, cultivation and preparation of marijuana for medical use.
- c) Final License means a certificate of final licensure issued by the Commission

pursuant to its authority under G.L. c. 94G.

- d) Community Impact Fee (CIF) means impact fee(s) claimed by the City which have been certified by the Commission or ruled upon by a court competent jurisdiction as being Reasonably Related to the actual costs imposed by the Operator.
- e) Reasonably Related means a demonstrable nexus between the actual operations of a ME or MTC and an enhanced need for a municipality's goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a municipality shall not be considered reasonably related.

Should there be a conflict between these definitions and those contained in 935 CMR 500.000 *et seq.* and/or 935 CMR 501.000 *et seq.*, the Commission's regulations shall control. Additionally, any term used in this Agreement but not identified and defined in this section shall hold the same meaning and definition as so defined in the Commission's regulations.

## 2. Authorized Operations.

The Parties stipulate that this Agreement provides permission for the Operator to apply for, obtain, and operate the following selected license type(s) within the City:

- Medical Marijuana Treatment Center
- Marijuana Cultivator (Indoor)
- Marijuana Cultivator (Outdoor)
- Marijuana Product Manufacturer
- Marijuana Retailer
- Marijuana Microbusiness (Indoor Cultivation & Product Manufacturing)
- Marijuana Microbusiness (Outdoor Cultivation & Product Manufacturing)
- Marijuana Microbusiness (Indoor Cultivation only)
- Marijuana Microbusiness (Outdoor Cultivation only)
- Marijuana Microbusiness (Product Manufacturing only)
- Marijuana Microbusiness (with Delivery Endorsement)
- Craft Marijuana Cooperative
- Marijuana Courier
- Marijuana Delivery Operator
- Marijuana Transporter
- Marijuana Research Facility
- Independent Testing Laboratory
- Standards Laboratory

3. **Location.**

- a) The parties acknowledge that the Operator shall identify to the Commission a proposed location where licensed operations of the ME/MTC will occur prior to being issued a license for such operations.
- b) The City authorizes the Operator to operate within the City at 61C Tripp Street, Framingham, MA.

4. **Compliance.**

The parties shall comply with all laws governing the operation of the license type(s) selected in Section 2, as applicable, including, but not limited to:

- a) MGL c. 94G, G.L. c. 94I, 935 CMR 500.00 *et seq.*, and 935 CMR 501.000 *et seq.*, as the same may be amended from time to time, or its successor statute(s) if any.
- b) The City bylaws, local laws, ordinances, and zoning applicable to the operation of MEs/MTCs, as the same may be amended from time to time.
- c) The Framingham Planning Board Decisions regarding Minor Site Plan Review pertaining to 61C Tripp Street, dated April 4, 2019 [PB-07-19] and pertaining to 60 Tripp Street, dated May 30, 2019 [PB-12-19] as all of the same may be amended from time to time.
- d) The Operator shall be responsible for obtaining from the Commission and the City all licenses, permits and approvals required for the operation of each license covered by the Agreement.
- e) The obligations of the Parties are contingent on the Operator:
  - 1. Obtaining a Final License from the Commission for operation of a license type(s) selected in Section 2 in the City; and
  - 2. The Operator's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the license type(s) selected in Section 2 in the City, inclusive of zoning compliance.
- f) If the Operator is unable to obtain a Final License from the Commission, or if such local permits and approvals are not granted for any reason, then this Agreement shall be void.

- g) This Agreement does not affect the authority of the City to issue or deny permits, licenses, or other approvals under the statutes and regulations of the Commonwealth, or the bylaws, local laws, zoning, and ordinances of the Municipality. Nor does this Agreement affect the City's ability to enforce any applicable law.
- h) The Parties to this Agreement shall work in good faith to effectuate the purposes of this Agreement.

5. **Annual Payments Responsibilities.**

The Parties agree to the following provisions regarding annual payment responsibilities:

- a) CIF
  - 1. There may be additional expenses and impacts including but not limited to impacts on the City's infrastructure systems, law enforcement, fire protection services, inspectional services, as well as unforeseen expenses and impacts on the City that are reasonably related to the operation of the ME(s)/MTC(s).
  - 2. To mitigate reasonably related expenses and impacts, the Operator shall pay a CIF to the City.
  - 3. The City shall not explicitly or implicitly require the Operator to make a promise of future monetary payments, in-kind contributions, or charitable contributions to the City, notwithstanding the CIF payment provision allowed under G.L. c. 94G, § 3.
  - 4. A claimed impact fee shall not exceed three percent of the gross sales of the Operator, nor be calculated on a certain percentage of the Operator's sales.
  - 5. The City shall not attempt to collect impact fees relating to any operations occurring prior to the date that the Operator is granted a Final License by the Commission for a particular MEs/MTCs.
  - 6. No impact fees shall be assessed after the eighth year of the Operator's operations.
  - 7. The City shall not attempt to collect impact fees from the Operator that has held a Final License for more than nine (9) years for a particular ME(s)/MTC(s).
  - 8. The City shall provide an annual itemized invoice of impact fees claimed by the City that are reasonably related to the operations of the Operator ("claimed impact

fees”) within one (1) month of the anniversary of the date the Operator receives or received a Final License from the Commission for each license held by the Operator located within the City, if more than one. All subsequent, one-year invoice periods shall be consistent with the anniversary of the Operator’s Final License date(s). Failure to provide said invoice within the prescribed time shall result in the City forfeiting any CIF it may have been entitled to for the applicable year of the Operator’s operation.

9. The City’s itemized invoice shall specifically describe how the claimed impact fees were spent, including a line item for each good or service charges, and a statement of its cost, purpose, and relations to the Operator’s particular operations.
10. The Operator shall annually pay any undisputed CIF no later than the end of the current fiscal year or within 90 days of the date the Commission CIF certification, whichever is later.
11. The Operator shall not be required to pay the CIF if the CIF is the subject of a nonfrivolous legal dispute either through the Commission’s administrative hearing process or before a court of competent jurisdiction.
12. The Operator acknowledges that any CIF which Operator has paid to the City to date based upon previous Host Community Agreements entered by the Parties, and prior to executing this Agreement, were lawfully owed and consistent with statutes and regulations applicable thereto at the time payments were made. The Operator agrees to waive and release any claims and/or requests for reimbursement of mitigation and/or impact fees previously paid, notwithstanding any CIF voluntarily reimbursed by the City to the Operator. The parties agree that any current changes to mitigation and impact fees based on Chapter 180 of the Acts of 2022 SECTION 10 are reflected herein, and shall operate prospectively.

b) Waiver of Community Impact Fee

The City may not assess an impact fee or may choose not to collect impact fees in a particular year. Any such election shall not operate as a waiver of the City’s rights under this Agreement to collect a CIF in subsequent years.

c) Generally Occurring Fees

Generally occurring fees are those fees customarily imposed by the City on non- cannabis business operating within its confines and shall not be considered a CIF. These fees

include but are not limited to, sewer and water connection, waste collection and local taxes. The City now affirms the following list of expected generally occurring fees the Operator will be required to pay:

- Personal Property Taxes
- Real Estate Taxes
- Water and Sewer Fees

The Operator concurs and consents to the stated list of the City's expected Generally Occurring Fees provided herein.

d) Local Taxes

Property, both real and personal, owned or operated by the Operator shall be treated as taxable, and all applicable taxes for that property shall be paid either directly by the Operator or by its landlord and neither Operator nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes.

e) Other Taxes

Notwithstanding any previously identified provisions, the Operator acknowledges and affirms its obligation to pay any and all fees associated with sales tax, excise tax on marijuana and marijuana products, or other taxes or fees otherwise provided for in MGL c. 94G, MGL c. 64H and MGL c. 64N.

f) Water and Sewer Metering; Inflow and Infiltration Fee.

The Premises is served by municipal water and sewer. The Operator expressly understands that illegal connections and inflow into the City's sewer system is expressly prohibited by the Framingham Wastewater Regulations dated May 2015 ("Regulations"). OPERATOR shall conduct operations on the premises in compliance with the Department of Public Works' requirements. The Operator agrees to pay an Inflow and Infiltration Fee as required by the Department of Public Works which fee is based the water usage for the operations.

g) Financial Reporting

The Operator shall furnish the City with annual profit and loss statements, in a form and manner as submitted to the Commission, as soon as they become available, reflecting gross

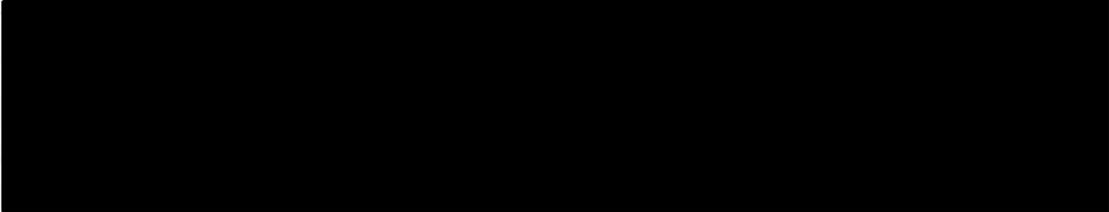
sales figures of marijuana at its Premises in the City and shall provide the City upon request with all copies of its periodic financial filings to agencies of the Commonwealth documenting gross sales and gross annual revenues and copies of its filings to the Commission, Secretary of the Commonwealth's Corporations Division, and the Massachusetts Department of Revenue.

**6. Bond.**

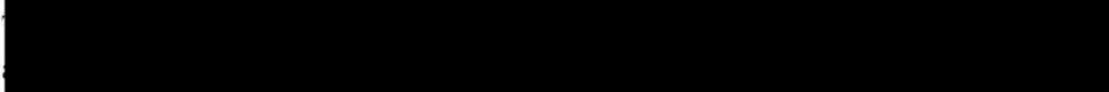
The Operator shall provide to the City a bond in the sum of \$7,500.00, to support the orderly dismantling and winding down of the Marijuana Establishment if the Operator should cease operations, i.e., should not transact business for a period greater than 60 days with no substantial action taken to reopen. The City's requirement for such bond is analogous to that stated in the Commission's Regulations promulgated as 935 CMR 500.105 (16).

**7. Security.**

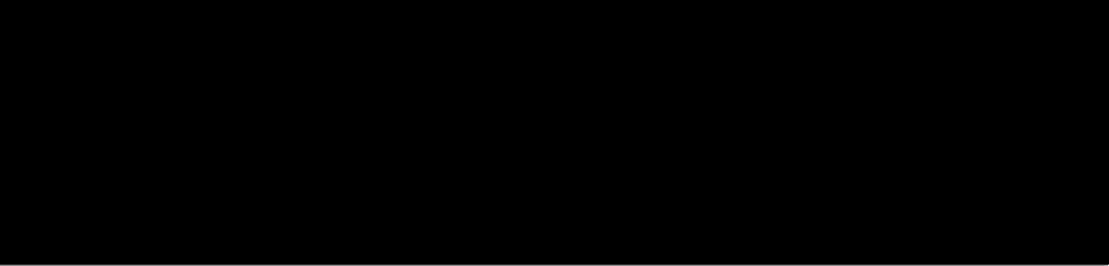
a)



b)



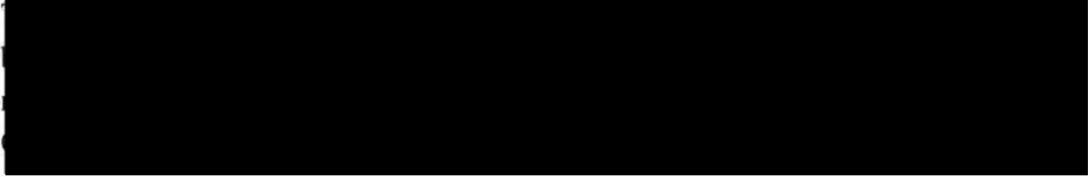
c)



d)



e)



8. **Energy Usage.**

The Operator shall comply with the Commission's energy regulations provided in 935 CMR 500.105(1)(q), 935 CMR 500.105(15), 935 CMR 500.120(11), 935 CMR 500.130, *et seq.*, and, if applicable, comparative medical regulations.

9. **Equity and Local Opportunities.**

- a) The Operator shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.
- b) The Operator shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses for employment, supplier services, and/or vendor services from areas defined as Areas of Disproportionate Impact by the Commission.
- c) The Operator shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses identifying as, as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities and LGBTQ+ people.

10. **Effective Date, Term and Termination.**

- a) This Agreement shall be in full force and effect beginning on April 16, 2024.
- b) This Agreement has a term of five (5) years and shall terminate on April 15, 2029, unless sooner terminated by:
  - a. Revocation of the Operator's license by the Commission;
  - b. The Operator's voluntary or involuntary cessation of operations; or
  - c. The City's termination of this Agreement for breach of the conditions contained herein that remain uncured 15 days from the date of notice of such breach. In the event that said breach involves a matter that is not safety related, and the Operator is making reasonable efforts to cure said breach, the period to cure may be extended for an additional period of time at the Mayor's sole discretion, such extension to be made in writing by the Mayor and the Operator.
- c) At the conclusion of the term of this Agreement, the Parties may negotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Alternatively, the Parties may negotiate and execute an HCA Waiver.

11. **Hours of Operation:**

The Operator's days and hours of operation shall be Monday-Friday 8:00 a.m. to 6:00 p.m.

12. **Parking.**

The Operator shall provide a convenient, safe, and clearly marked area in the parking lot for approximately 12 employees.

13. **Incorporation of Minor Site Plan Review Conditions by Reference.**

The Operator acknowledges that compliance with all conditions set forth in the Framingham Planning Board's Minor Site Plan review is a condition of this Agreement, and that any breach of any condition therein, if not cured within a reasonable time, may result in notice of such breach being sent to the Commission.

14. **Notice of Discontinuance of Operations.**

- a) The City shall not discontinue relations with the Operator in bad faith and shall provide the Operator with written notice of the City's intention to discontinue relations with reasonable advanced notice.
- b) This Agreement shall be void in the event that the Operator ceases operations of its Marijuana Establishment in the City for a period of greater than sixty (60) days without substantial action to reopen or relocates such operations outside of the City. The Operator shall provide notice to the City no less than 90 days prior to the cessation or relocation of operations.

15. **Governing Law and Severability.**

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby, unless one or both Parties would be substantially or materially prejudiced.

16. **Confidentiality.**

The Parties agree that all records in the possession of the Municipality are governed by MGL c. 66, § 10, the Public Records Law. The Operator may provide the City with certain financial information, investment materials, products, plans, documents, details of Operator history, know-how, trade secrets, and other nonpublic information related to Operator, its affiliates and operations (collectively, the "Confidential Information"). The City (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any

time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by court order or the Public Records Law.

**17. Amendments/Waiver.**

The Parties may make amendments to this Agreement or waive its terms only by a mutually executed written agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. The failure of a party to strictly enforce any provision of this Agreement at any time, or to require at any time the performance of any provision of this Agreement, shall not be construed as a waiver of any obligation hereunder.

**18. Successors/Assigns.**

This Agreement is binding upon the Parties hereto, their successors, assignees and legal representatives. The Operator shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without prior written consent from the City, and shall not assign any of the monies payable under this Agreement to the City, except the written consent of the City, but such consent by the City shall not be unreasonably withheld, conditioned, or delayed. This Agreement is not intended to, nor shall it be construed to, create any rights in third parties.

**19. Counterparts.**

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

**20. Signatures.**

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature. The individuals signing below have full authority to do so by the entity on whose behalf they have signed.

**21. Notices.**

Except as otherwise provided herein, any notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be made electronically to the email(s) addresses identified below for the respective Parties:

**In case of Notice to the City:**

Attn: Mayor Charles J. Sisitsky  
City Hall – Memorial Building  
150 Concord Street, Room 213

Framingham, MA 01702  
Via email: mayorsisitsky@framinghamma.gov

With copy to:

Audra Shaw  
Licensing Coordinator  
150 Concord Street, Room B2  
Framingham, MA 01702  
Via email: ashaw@framinghamma.gov

Kathryn Fallon, Esquire  
City Solicitor  
150 Concord Street, B2  
Framingham, MA 01702  
Via email: kfallon@framinghamma.gov

**In case of Notice to the Operator:**

Caregiver-Patient Connection, LLC  
c/o Dean Iandoli  
Address



Via email:



**22. Emergency Contact.**

For situations requiring immediate and/or emergency contact with the Operator, the City may contact the party set forth below on behalf of Operator. The Operator shall notify the City's Marijuana Advisory Team in writing of any change to this contact information provided below.

Name: Charles Rice

Phone:

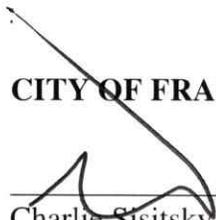


Email:

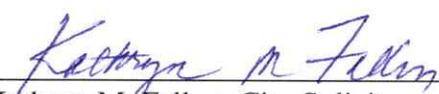


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written above.

**CITY OF FRAMINGHAM** Executed this 4th day of April, 2024

  
\_\_\_\_\_  
Charlie Sisitsky, Mayor

**APPROVED AS TO FORM** Executed this 4th day of April, 2024.

  
\_\_\_\_\_  
By: Kathryn M. Fallon, City Solicitor

**Caregiver-Patient Connection, LLC** Executed this 3rd day of April, 2024

Dean Iandoli  
\_\_\_\_\_

By: Dean Iandoli/Manager

Its duly authorized