

**PROJECT STATEMENT**

**FOR**

**HIGHMARK PROVISIONS LLC**

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**201 Summer Street  
Holliston, MA 01746**

**DATED: October, 2021**

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## **EXHIBITS**

- A. Community Host Agreement
- B. Aerial Photographs
- C. Patriot Engineering Correspondence

## **I. BACKGROUND**

The Petitioner, Highmark Provisions LLC, respectfully requests that the Planning Board grant Site Plan Approval and a Special Permit for the use of a portion of the premises known as 201 Summer Street, Holliston, Massachusetts (the "Premises") for a cannabis cultivation facility (Section G. 7. Marijuana Facility). The Premises are located within an Industrial Zoning District which allows for a marijuana facility upon the issuance of a Special Permit.

The Premises consists of approximately 36.7 acres and has over eight hundred ninety-five (895) feet of frontage on Summer Street. The Premises, therefore, complies with the lot size and frontage requirements of the Zoning By-Law.

The Premises presently contains a building of approximately 84,0000 square feet, as approved in 1995. The proposal is to use a portion of the existing building (52,000 square feet) for cannabis cultivation. A Community Host Agreement has been signed with the Select Board for the cannabis cultivation at the Premises. (See Exhibit "A" attached.)

Cultivation activities on the Premises would include 15-20 employees during phase 1 of operation, and up to 55 employees in year 3 (phase 2). The original approved and past use of the site involved 250 employees. Accordingly, there will be a reduction in employees and traffic to and from the site. Employees hours of operation are 7 a.m. to 7 p.m.

No external changes are proposed except for the installation of four (4) concrete transformer pads, totaling approximately two hundred eighty-two (282) square feet. Accordingly, no Stormwater Permit is required.

## **II. SITE PLAN REVIEW**

### **SECTION VII. 5 – GENERAL CONDITIONS FOR APPROVAL**

- a. Protection of Adjoining Premises Against Serious Detrimental or Offensive Uses of the Premises.**

As the building exists and all that is changing is the interior use and the installation of four (4) transformer pads, the change in use will not have any significant impact. In fact, with the reduction in employees, there will be less traffic (site and roadways) resulting from the change in use. The lighting, drainage and landscaping, as approved by the Town, will not be impacted.

The Premises is zoned Industrial. The properties in Holliston which abut the site are also zoned Industrial. The adjacent land in Medway is zoned Residential. The site is buffered from the adjacent residential property. (See aerial photographs attached as Exhibit "B".)

The proposed use will not have a detrimental impact to the adjoining residential properties in Medway. The building is set back over five hundred (500) feet from the property line. In addition, the property owner owns the adjacent parcel (3.2 acres) in Medway (four hundred thirty (430) feet along Summer Street in Medway) which is vacant. Accordingly, there will be no impact to property in Medway.

**b. Convenience and Safety of Vehicular and Pedestrian Movement Within and Without the Premises in Relation to Adjoining Street, Properties or Improvements.**

The driveways into and out of the Premises were approved in 1995 and served a mail order business. No changes to the driveways are proposed. The change in use will result in a significant reduction to vehicular traffic (employee vehicles and trucks) from the prior approved activities.

**c. Adequacy of the Methods of Disposal for Sewerage, Refuse and Other Waste Resulting from the Use of the Premises and the Methods of Drainage and Surface Water from its Parking Spaces and Driveways.**

As noted, there are no changes to the Premises except for the four (4) transformer pads (282 square feet), so there will be no impact to the Approved Drainage System. All activities will be conducted within the building and waste disposal will be in accordance with the requirements for a cannabis facility. See attached correspondence from Patriot Engineering. (Exhibit C)

**d. Provision for Emergency Access and Operations Within the Premises.**

The parking aisles, as approved, are of sufficient width, comply with the By-Law Requirements and allow for complete unobstructed maneuverability of fire trucks and emergency vehicles through the Premises. (No changes.)

- e. **Provision for Off-Street Loading, Unloading and Parking of Vehicles Incidental to the Normal Operations at the Premises.**

The aisle widths provide enough area for vehicles to enter the Premises and for deliveries. The parking spaces and aisle dimensions comply with the Requirements of the By-Law and allow for proper operation at the Premises.

- f. **Development of the Premises to the Extent Reasonably Possible Harmonizes with Neighboring Land Uses and Structures.**

As noted, the building exists and is in harmony with the industrial uses in the area.

- g. **Compliance with the Board's Adopted Design Guidelines.**

No changes to the Premises are proposed to affect the site's continued compliance with the Town's Guidelines.

### **III. PERFORMANCE STANDARDS – SECTION 7.4**

- a. **Aesthetics.**

The building exists as approved and no external changes are proposed.

- b. **Lighting.**

Lighting at the Premises is as approved and will not be impacted.

- c. **Landscaping and Screening.**

The existing extensive landscaped buffer along Summer Street has a depth of fifty (50) feet and provides appropriate screening of the Premises.

- d. **Stormwater Management.**

As noted, there will be no changes to the Stormwater System, as the only site change is the installation of four (4) transformer pads.

**e. Premises Development Standards.**

The proposed change in use is only for a portion of the building on the Premises. There will be no impact to any natural features on the Premises.

There are no archeological or historic resources on the Premises, and the existing landscaped buffer along Summer Street will be maintained.

**f. Traffic Management.**

As noted, there will be a significant reduction in employee and delivery truck traffic to the Premises from the proposed use as compared to the approved use.

**g. Utilities, Security and Emergency Systems.**

All public utilities at the Premises are presently available from Summer Street and on-site security will be provided at the Premises. All utilities at the Premises are underground. All systems are adequate to address the needs of the proposed use.

**h. Fiscal Impact.**

The Applicant is under agreement to lease the building with an option to buy. Full occupancy of the building will increase the value of the Premises. In addition, the Community Host Agreement requires payment to the Town of three percent (3%) of gross wholesale sales (estimated at \$107,000 annually).

In conclusion, the plans and reports detail the uses, which are in compliance with the By-Law, allowing for the granting of Site Plan Approval and the Special Permit for Use.

PETITIONER

HIGHMARK PROVISIONS LLC

By: 

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**HIGHMARK PROVISIONS LLC**

**HOST COMMUNITY AGREEMENT FOR THE EXPANSION OF A MARIJUANA  
CULTIVATION AND PRODUCT MANUFACTURE ESTABLISHMENT IN THE  
TOWN OF HOLLISTON**

This Host Community Agreement (the "Agreement") is entered into this 3<sup>rd</sup> day of APRIL, 2021 (the "Effective Date") by and between the Town of Holliston, acting by and through its Board of Selectmen, with a principal address of 703 Washington Street, Holliston, MA 01746 (hereinafter the "Municipality"), and HighMark Provisions, LLC, a Massachusetts limited liability company, with a principal office address of 18 Colella Farm Road, Hopkinton, MA 01748 (hereinafter "Company") (Municipality and Company, collectively the "Parties").

**RECITALS**

WHEREAS, Company intends to site and operate a licensed Manufacture Establishment for the purpose of cultivating and manufacturing recreational marijuana ("RME") at 201 SUMMER STREET (the "Facility") for the cultivation and product manufacturing of recreational marijuana in accordance with the laws of the Commonwealth of Massachusetts ("MA Law") and those of the Municipality ("Local Law");

WHEREAS, Company desires to be a responsible corporate citizen and contributing member of the business community of the Municipality, and in the event the contingencies noted below are met, intends to provide certain benefits to the Municipality as a consequence of the unique impacts affecting the Municipality as a result of the Company expanding its operations in the Municipality; and

WHEREAS, the Municipality supports Company's intention to expand its existing medical marijuana operations to include a RME for the cultivation and product manufacturing of recreational marijuana at the Facility.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the parties agree as follows:

**AGREEMENT**

1. **Notice of Licensure.** The Company shall immediately notify the Municipality of the final license issuance from the Massachusetts Cannabis Control Commission ("CCC").
2. **Host Community Payments.** In the event that Company obtains a final license, or its equivalent, for the operation of a RME in the Municipality from the Massachusetts Cannabis Control Commission ("CCC"), and receives all necessary approvals from the



Municipality to operate a RME at the Facility, and begins operating a RME at the Facility, then Company agrees to the following:

- a. The Company shall make annual payments retroactively to the Municipality of three percent (3%) of the gross wholesale sales to other registered Marijuana Establishments in the Commonwealth of recreational and medical marijuana and marijuana products (collectively "Marijuana") cultivated at the Facility (the "RME Payment").
  - b. The initial RME Payment for year 1 shall be due on the first day of the fourteenth (14th) month following the date that the Company begins wholesale sales of recreational and medical marijuana to registered Marijuana Establishments in the Commonwealth (the "Initial RME Payment").
  - c. Subsequent RME Payments shall be due on each anniversary of the Initial RME Payment Date for the term of the Agreement; there shall be a total of five payments due and payable retroactively in accordance with the terms herein.
  - d. RME Payments are expressly included as "other municipal charges" pursuant to G.L. c. 40, § 57. The Town of Holliston licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of the Company or agent thereof if Company's name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or other municipal charges. Written notice must be given to the Company by the Tax Collector, as required by applicable provision of law, and the Company must be given the opportunity for a hearing not earlier than 14 days after said notice.
3. **Term and Termination.** The Term of this Agreement shall be five (5) years from the Effective Date (the "Term"). This Agreement shall automatically terminate at the end of the Term, provided however, the terms of this Agreement regarding payments due hereunder shall survive the Term of this Agreement until the fifth payment is received by the Town in accordance with Section 2 herein. In the event Company ceases all RME operations in the Municipality, this Agreement shall become null and void. In the event Company loses or has its RME license(s), approvals, and/or permits to operate in the Municipality revoked by the CCC or the Municipality, this Agreement shall become null and void. If this Agreement is terminated due to the Company's noncompliance with the terms hereof or the obligations contained herein, including compliance with State and Local law, the Company shall be required to cease operations following the termination of this Agreement. The Parties may agree to renegotiate or renew this Agreement prior to the end of the Term, including RME Payments to the extent permissible by law.
4. **Payments.** The Company shall make the payments to the Municipality as set forth in Section 2 of this Agreement. While the Municipality has the sole discretion for determining how to spend the RME Payment(s), the Municipality understands and acknowledges that, as required by M.G.L. c. 94G, § 3(d), the RME Payments shall be

reasonably related to the costs imposed upon the Municipality by Company's operation of a RME in the Municipality. Furthermore, the Municipality understands and acknowledges that, pursuant to M.G.L. c. 94G, § 3(d), any cost to the Municipality imposed by Company's operation of a RME in the Municipality shall be documented and considered a public record pursuant to MA Law. The Company acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, the Company acknowledges that the payments due under this Agreement are reasonably related to Municipal impacts.

5. **Accounting and Review.** The Company shall submit financial sales records to the Municipality not later than January 31 of each calendar year, with a certification of the gross sales for said year.

Company shall submit to the Municipality copies of any additional financial records that it is required to submit to the CCC.

Company shall maintain its books, financial records and other compilations of data pertinent to the requirements of this Agreement in accordance with standard accounting practices and the regulations or guidelines of the CCC. All records shall be retained for a period of at least seven (7) years.

So long as this Agreement is in effect and for a period of three (3) years thereafter, the Municipality shall have the right, upon providing Company 30 days' notice, to request copies of those portion(s) of Company's books and financial records which relate to determination of the sum of the contribution(s) required by Section 2, above.

6. **Acknowledgements.** The Municipality understands and acknowledges that any RME Payments due pursuant to this Agreement are contingent upon the Company's receipt of all state and local approvals to operate a RME at the Facility.
7. **Local Taxes.** At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property.
8. **Other Payments.** The Company shall pay any and all fees associated with its annual purchases of water from all local government agencies. The Company will pay any and all fees associated with the local permitting of the Marijuana Establishment.

9. **Community Support and Additional Obligations.**

- a. Local Vendors – to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.
  - b. Employment/Salaries – except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Facility.
  - c. The Company will work cooperatively with all necessary municipal departments, boards, commissions, and agencies ensure that Company's operations are compliant with all of the Municipality's codes, rules, and regulations.
10. **Support.** The Municipality agrees to submit to the CCC or any other regulatory agency all documentation and information required by the CCC from the Municipality for the Company to obtain approval to operate a RME for the cultivation and product manufacturing of recreational marijuana at the Facility. The Municipality agrees to support Company's application(s) for a RME for the cultivation and product manufacturing of recreational marijuana with the CCC but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them.
11. **Limitation on Operations.** The Company acknowledges and agrees that this HCA covers the operation of a RME for the cultivation and manufacture of recreational marijuana at the Facility and no other business enterprise, including retail sales or delivery, shall be undertaken at the Facility absent express agreement of the Municipality.
12. **Security.** Company shall maintain security at the Facility in accordance with a security plan presented to the Municipality and approved by the CCC. In addition, Company shall at all times comply with MA Law and Local Law regarding security and operation of the Facility. Such compliance shall include, but will not be limited to: after-hours contact information and access to surveillance operations; and requiring employees to produce their Program ID Card to law enforcement upon request.

The Company shall within a reasonable period of time report the discovery of the following to Municipal police: diversion of marijuana; unusual discrepancies identified during inventory indicating theft, theft, loss and any criminal action; unusual discrepancy

in weight or inventory during transportation; any diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, distribution, and delivery 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.

13. **Compliance with Law.** The Company agrees to comply with all State and Local law, rules, regulations, and orders applicable to the RME, such as provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for operation of the RME.
14. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of law thereof. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.
15. **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 Parties, prior to the effective date of the amendment.
16. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the 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.
17. **Successors/Assigns.** This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Municipality shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Company, which shall not be unreasonably delayed, conditioned, or withheld. The Company shall not assign or transfer any interest or obligation in this Agreement without the prior written consent of the Municipality, which shall not be unreasonably delayed, conditioned, or withheld.
18. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.

19. **Notices.** Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To the Municipality:

Town of Holliston  
c/o Town Administrator  
703 Washington Street  
Holliston, MA 01746

To the Company:

Mark Gaunya  
HighMark Provisions, LLC  
18 Colella Farm Road  
Hopkinton, MA 01748

With Copy to:

Jules J. D'Alessandro, Esq.  
D'Alessandro & Wright, LLC  
1000 Smith Street  
Providence, RI 02908

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

20. **Indemnification.** Upon the Effective Date, the Company shall defend, indemnify, and hold harmless the Municipality, its officers, employees, and agents ("Indemnified Parties") against any claims, actions, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits against or involving the Indemnified Parties, including reasonable attorneys' fees, reasonable experts' fees, and associated court costs ("Liabilities") that arise from or expressly relate to the Company's violation of any Massachusetts law or regulation governing medical marijuana and/or non-medical marijuana. Provided, however, the foregoing indemnification shall not apply to any claim, liability, expense, lawsuit, cost, loss or other damage, including reasonable attorneys' fees, which arise from or are caused by willful misconduct of the Municipality, its employees, agents or officers. This indemnification shall survive the termination or expiration of this Agreement for a period equal to the applicable statute of limitations period. If any action or proceeding is brought against the Municipality arising out of any occurrence described in this section, upon notice from the Municipality, the

Company shall, at its expense, defend such action or proceeding using legal counsel approved by the Municipality, provided that no such action or proceeding shall be settled without the approval of the Municipality. Notwithstanding anything to the contrary in this section, the Company's indemnification obligations hereunder shall not exceed \$200,000. Moreover, to the extent that the Company is required to make indemnification payments to the Municipality under this section, the Company shall have a right to receive future credits under this Agreement against future host community payments, as set forth in Section 3, to the extent that the Municipality is unable to substantiate costs for which it has received community impact fee payments under this Agreement.




21. **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 Municipality or the Company.
22. **Force Majeure.** If and to the extent that either party is prevented from performing its obligations hereunder by an event of *force majeure*, such party shall be excused from performing hereunder and shall not be liable in damages or otherwise, and the parties shall instead negotiate in good faith with respect to appropriate modifications of the terms hereof. For purposes of this HCA, the term *force majeure* shall mean the supervening causes described here, each of which is beyond the reasonable control of the affected party: acts of God, fire, earthquakes, floods, explosion, actions of the elements, war, terrorism, riots, mob violence, epidemic, a general shortage of labor, equipment, facilities, materials, or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, laws or orders of any federal or state governmental or military authorities, or any other cause similar to the foregoing, not within the control of such party obligated to perform such obligation.



# Untitled Map

Write a description for your map.

## Legend

-  ? ?Betania II Spiritual Retreat &?
-  ? ?The Happy Retriever
-  201 Summer St



Google Earth

5.77 ft





# Untitled Map

Write a description for your map.

## Legend

- ? ? Betania II Spiritual Retreat &?
- ? ? The Happy Retriever
- 201 Summer St





# Untitled Map

Write a description for your map.

## Legend

- ? ?Betania II Spiritual Retreat &?
- ? ?The Happy Retriever
- 201 Summer St

Google Earth

Image Landsat / Copernicus

N

400 ft

Betania II Spirit

201 Summer St





VIA: EMAIL

October 6, 2021

Town of Holliston Planning Board  
Town of Holliston MA Town Hall  
703 Washington Street  
Holliston, MA 01746

**Re: 201 Summer Street  
Holliston, Massachusetts**

Dear Ms. Karen Apuzzo Langton and Members of the Board:

Patriot Engineering LLC (Patriot) is pleased to submit this letter in support of the Special Permit Application package for the redevelopment project located at 201 Summer Street. The proposed site improvements for the redevelopment of the existing building include the addition of four (4) condensing units and 2,000 L CO2 tank outside of the existing building.

The proposed mechanical pieces mentioned above will be installed on concrete pads outside of the existing building. The total area of concrete to be added to the site will be 282 SF (four (4) pads for the condenser units and one (1) pad for the CO2 unit reflected in the site plan included in the application plan package)

The total impervious addition of 282 SF does not trigger any of the applicable activities listed in Article XLI Stormwater Management and Land Disturbance Bylaw Section C. The addition of 282 SF of concrete pad to the large, grassed areas of the existing site will not result in an increase of runoff from the areas of installation. Therefore no additional stormwater mitigation features have been added to the site. The existing site contains a stormwater capture and conveyance system that included catch basins and manholes. The site plan also included erosion control measures to be implemented for the installation of the condenser and CO2 units.

We anticipate this information meets the requirements of the Town of Holliston. Should you have any questions or require any further detail, please feel welcome to call at (978) 726-2654 or email [mnovak@patriot-eng.com](mailto:mnovak@patriot-eng.com).

Michael J Novak, P.E.  
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