The regular meeting of the City Council of the City of Fitchburg was held in the Memorial Middle School Library, 618 Rollstone St., Fitchburg, on April 2, 2019. The meeting was called to order by Michael Kushmerek at 7:16 P.M. The Clerk called the roll and nine (9) Councilors were present. Councilors Fleming and Kaddy were absent. The meeting opened with a salute to the Flag led by Councilor Squailia.

Noted for the record: FATV was recording the audio and video of the meeting.

REPORT OF COMMITTEE ON RECORDS

The Committee on records reported the minutes of the Regular Meeting of March 19, 2019, were correctly recorded. Report accepted and minutes adopted.

COMMUNICATION

His Honor the Mayor
Appointment Letters:

1. Mr. Daniel J. Cunningham, as a member of the Airport Commission, term to expire April 1, 2022.

March 20, 2019

The Honorable City Council
Fitchburg Municipal Offices
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Dear Honorable Councillors,

I hereby appoint and ask for your confirmation of Mr. Daniel J. Cunningham of 1 Oak Hill Road, Fitchburg, MA as a member of the Airport Commission for a term to expire April 1, 2022.

Thank you for your attention to this important matter.

Sincerely,

[Signature]
Stephen L. DiNatale
Mayor
2. Mr. Andrew J. Van Hazinga, as a member of the Fitchburg Redevelopment Authority, term to expire April 1, 2024.

March 27, 2019

The Honorable City Council
Fitchburg Municipal Offices
166 Boulder Drive, Suite 108
Fitchburg, MA 01420

Dear Honorable Councilors,

I hereby appoint and ask for your confirmation of Mr. Andrew J. Van Hazinga of 59 Osgood St., Fitchburg, MA, as a member of the Fitchburg Redevelopment Authority.

Mr. Van Hazinga’s appointment is for a term of 5 years and is set to expire on April 1, 2024.

Please feel free to contact me with any questions.

Sincerely,

[Signature]

Stephen L. DiNatale
Mayor
COMMUNICATION

Council President Michael Kushmerek
Re: Reappointment of Anna M. Farrell as the City Clerk

City of Fitchburg
Massachusetts

CITY COUNCIL

Councillors at Large
David Clark
Marcus L. DiNatale
E. Thomas Donnelly
Samantha M. Squailia
Anthony M. Zarrella

President
Michael P. Kushmerek
Vice President
Amy L. Green

March 25, 2019
Dear Councillors:

As Council President, I do hereby submit the name of Anna M. Farrell and request your confirmation of her re-appointment as City Clerk for a three term to expire May 1, 2022.

Very truly yours,

Michael P. Kushmerek
Council President

Communication read and referred to the Appointments Committee.
Fitchburg Retirement System

Office Location: Rollstone Bank Building • 780 Main Street, Suite 2 • Fitchburg, MA 01420
Mail Address: 166 Boulder Drive, Suite 108 • Fitchburg, MA 01420
Tel (978) 829-1845 • Fax (978) 345-9698 • Email: tschneider@fitchburgma.gov

Date: March 21, 2019
To: Mayor Stephen L. DiNatale
Fitchburg City Council
From: Fitchburg Retirement Board
RE: COLA Meeting

In accordance with MGL. Chapter 32, Section 103 (i), this letter shall serve as notification that the Fitchburg Retirement Board shall be conducting a public meeting on Tuesday, April 23, 2019 at 9:50 a.m. in the retirement office. The purpose of the meeting is to address the increase to the fiscal year 2020 cost-of-living allowance paid to those receiving retirement benefits from the Fitchburg Retirement System.

Members of the Retirement Board:
Calvin D. Brooks John C. Curran Thomas A. Dario, Jr. Ellen M. Jerzyk Norman J. LeBlanc Tina M. Schneider
Ex-Officio, Chairman Elected Elected Appointed Appointed Board Administrator

Reading waived. Communication placed on file in the City Clerk's Office.
REPORTS OF COMMITTEES

Appointments Committee Oral Report
Meeting of April 2, 2019

The Appointments Committee recommended the following Appointment be confirmed:

New Appointment:
Board of Parks Commission
(Term to expire April 1, 2024)
Mr. David C. Brooks

Report accepted. Appointment confirmed by unanimous vote. 9 members present. Board consists of 11 members.

Legislative Affairs Committee Oral Report
Meeting of April 2, 2019

The Legislative Affairs Committee recommended the following Petition be given leave to withdraw:

043-19. Councillor Marisa Fleming, on behalf of Mary Rohrback, 125 Pacific Street, to request a noise control Ordinance, specifically for loud music that can be heard in one’s house or on the street.

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to
An ordinance for noise control in the city of Fitchburg, specifically for loud music that can be heard in one’s house or on the street.
An example is a street, where several neighbors had to complain about one house and now another house next to it is the same. This kind of situation interferes with the peace & quality of life. There is not a lot of buffer zone to protect us as is in a less populated area. We’re entitled to the same, as we may enjoy a more peaceful life. There needs to be some consequence when this is inflicted on us. Simply put, it’s not fair.

Mary C. Rohrback
125 Pacific St.

Report accepted. Petition given leave to withdraw by unanimous vote. 9 members present. Board consists of 11 members.
The Legislative Affairs Committee recommended the following
Petitions be granted:

044-19. Vincent Puateri, II, Esq., City Solicitor, to revise
the City’s Sewer and Stormwater ordinances, Chapter
147, in compliance with EPA and MS4, permit
requirements as outlined in the enclosed Petition.

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

WHEREAS the City of Fitchburg sewer ordinance, Chapter 147 of the City Code, entitled
“Sewers”, requires updating, including the implementation of Sewer Use Rules and Regulations;

WHEREAS the City of Fitchburg through its Department of Public Works has undertaken to
update and streamline Chapter 147 of the City Code, entitled “Sewers”, and to develop Sewer Use
Rules and Regulations;

WHEREAS any changes in fee amounts charged to sewer rate payers, or adoption of any new fees
charged to sewer rate payers must be presented to and approved by City Council;

WHEREAS the City’s Consent Decree with the EPA requires the City to understand, monitor and
certify proper use of the municipal sewer system and any discharges into it, and

WHEREAS the City’s Consent Decree with the EPA requires the City to enact ordinance(s) and
regulation(s) establishing the legal authority to prohibit, investigate and eliminate illicit discharges
to the municipal sewer system, and

WHEREAS the City’s ordinances must grant the authority to require permits for the installation
and proper connection of certain sewers, and for the Water/Wastewater Commission to set specific
discharge limitations, and

WHEREAS the use of Sewer Use Rules and Regulations largely takes the technical language,
reference to design standards, details of the Industrial Pretreatment Program, and specifics of the
sewer connection permitting process, which are best implemented and updated by the
Water/Wastewater Commission, outside the main text of the ordinance, and

WHEREAS a streamlined ordinance accompanied by rules and regulations provides flexibility for
the City as planning priorities and the development landscape within the City change, and

WHEREAS the City of Fitchburg’s Water/Wastewater Commission is best situated to promulgate
said Sewer Use Rules and Regulations, and

WHEREAS an update to the general powers of the Water/Wastewater Commission are required
to clarify its ability to promulgate said regulations and rules regarding municipal sewer system
users, and

WHEREAS there will be no changes in the amounts of the charges or fees associated with the
sewer and stormwater system, and

WHEREAS there is a need to provide more certainty in enforcement and penalties,
NOW, THEREFORE, the undersigned Petition your Honourable Body to approve the adoption of a sewer ordinance amending Chapter 147 of the City Code, entitled “Sewers”, consistent with the terms of the executive summary attached hereto, that would facilitate the purposes more clearly set forth therein.

Vincent P. Pusateri, II, Esq.
City Solicitor
EXECUTIVE SUMMARY:  SEWER ORDINANCE UPDATES & DEVELOPMENT OF
SEWER RULES AND REGULATIONS

Prepared for:
City of Fitchburg City Council Meeting

BACKGROUND
The City of Fitchburg (City) Department of Public Works (DPW) has updated City Code Chapter 147: Sewers and Chapter 154: Stormwater Management. The purpose of this Executive Summary is to provide an overview of the updates to Chapter 147: Sewers (Ordinance) and development of the Sewer Rules and Regulations (Regulations).

The objectives of the project are to review and update the content in the Sewer Ordinance.

City department stakeholders attended and participated in workshops held on October 30th. The workshops solicited feedback and input from workshop participants on the language and outlined processes.

There has not been a change in any financial component of the Ordinance.

SEWER ORDINANCE ORGANIZATION
A streamlined Ordinance, with accompanying Rules and Regulations, provides flexibility for municipalities as planning priorities and the development landscape within the City change. To that end, the Ordinance has been updated to contain the basic legal authority language and definitions while the Rules and Regulations contain the technical requirements, design standards and procedural language.

Updates to the Ordinance include a general reorganization of the Articles within the existing Chapter to help clarify and enhance the Ordinance’s efficacy. Articles IV and VII, along with all sections therein, have moved forward in the Chapter behind Article I, and Articles V and VI have been combined into one Article. The Articles have been renumbered accordingly.

Headings and text shown in bold indicate changes to the outline structure.

Article I: General Provisions

Article II (formerly Article IV): Administration

Article III (formerly Article VII): Charges and Fees (There are no changes in Fees)
Article IV (formerly Article II): Building Sewers and Connections
Article V (formerly Article III): Discharge Regulations
Article VI (formerly Articles V and VI): Enforcement and Penalties
Article VII (formerly Article VIII): Validity

CHANGES WITHIN INDIVIDUAL ARTICLES
Changes within individual articles are summarized below.

Article I. General Provisions
The Objectives of the ordinance have not changed.
Definitions were updated or added regarding public and private sewers, sanitary, combined sewers, building drain and building sewer, Fats, Wax, Oils, and Grease (FOG) to better contextualize the nature of the combined system in the City, and to coordinate with the Stormwater Ordinance (Chapter 154). A definition for Significant Industrial User has also been added.

Article II. Administration
Minor revisions were made to the general powers of the Commission section to clarify its applicability to all wastewaters and users.
The City's right to enter property and right to inspect the facilities of any sewer user have been clarified.
Several sections detailing the specifics of the City's Industrial Pretreatment Program (IPP) have been merged into one section, named Industrial Pretreatment Program. The skeleton of the former IPP section remains in the Ordinance. The detailed specifics of the IPP were moved to the Regulations, as well as placeholders for the specific local limits recommended in the City's recent local limits study, which require approval from EPA.
Language has been added to better define and address ownership and maintenance responsibilities. Private property owners are responsible for installation, operation, maintenance, and repair of their sewer laterals, including any modifications required to remove sources of infiltration and inflow (II).
For compliance with 314 CMR 12.04, the language has been included requiring new connections and extensions to provide II mitigation in accordance with the Regulations. The Regulations include language requiring II mitigation for new connections and extensions where proposed
flows exceed 15,000 gallons per day (based on Title 5). Such mitigation shall require that four gallons of infiltration and/or inflow is removed for each gallon of new flow to be generated by the new sewer connection or extension.

**Article III. Charges and Fees**

The Article has been updated to define the powers of the City in setting sewer user rates and references the rate setting procedures (Chapter 3, Section 137).

Language relating to late fees levied on industrial users has been moved to Article VI: Enforcement and Penalties.

Permit fees have been moved to the Regulations.

**Article IV: Building Sewers and Connections**

Language has been streamlined in this Article to give the City the authority to require permits and to require that installation of building sewers be completed in accordance with the Regulations (design and construction standards and testing).

Language has been added in this Article to ensure that there is a separation of storm and sewer services during development and redevelopment.

Provisions for ensuring new building sewers are properly connected to the sewer through conformance testing, as well as the authority to test existing building sewers have been included. The City can require the owner to eliminate VI.

**Article V: Discharge Regulations**

The section titled Specific limitations has been renamed to Specific local limitations and includes the authority for the Commission to set specific discharge limitations. The specific local limitations will be included in the Regulations once approved by EPA.

The section titled Interceptors has been renamed to Fats, Oils, Grease and Wax and includes the authority for the Commission to regulate discharge of FOG. Specific language will be included in the Regulations, once it has been appropriately vetted through the various relevant City departments.

**Article VI: Enforcement and Penalties**

Enforcement and penalties articles have been combined into one article and many of the subsections detailing enforcement remedies available to the City (suspension of service, revocation...
of permit, administrative orders, etc.) were moved to the Regulations. There has been no change in the amount of penalties.

SEWER REGULATIONS
The sewer regulations largely take the technical language, reference to design standards, and details of the IPP and consolidate them into a regulatory document which is more flexible for the City.

The Commission has the authority to promulgate and amend the regulations. The Commissioner of Public Works (and his/her designees) have authority over design reviews, inspections, enforcement and day to day processes.

IMPACTS TO RATEPAYERS
In general, ratepayers will not see much impact if any from the Ordinance changes or creation of the Sewer Regulations.

Industrial users will see some changes based on local limitations (discharge limits), once approved by EPA. In order to protect the wastewater collection system and treatment plant infrastructure, the City, through City Council, may choose to add future provisions to the Regulations which would establish an additional fee (surcharge) charged to users who discharge concentrations or flow above and beyond the established local limitations.

It has now been made clear in the Ordinance that private property owners are responsible for their own sewer service laterals including installation, testing, maintenance, repairs, and removal of I/I.

In the future, the City, through City Council, may choose to add future provisions to the Regulations establishing additional fees related to CCTV inspections and cleaning, site plan reviews, third party or peer reviews, I/I mitigation, etc.

SEQUITUR
Overall, the drafted Ordinance updates and the newly drafted Rules and Regulations provide the City with updated and flexible regulatory documents for operating and maintaining the sewers and treatment plant in a manner compliant with the City’s permits and Consent Decree.
045-19. Vincent Pusateri, II, Esq., City Solicitor, to revise the City's Sewer and Stormwater ordinances, Chapter 154, in compliance with EPA and MS4 permit requirements as outlined in the enclosed Petition.

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

WHEREAS the City of Fitchburg stormwater ordinance, Chapter 154 of the City Code, entitled "Stormwater Management and Erosion Control", requires updating, including the implementation of Stormwater Rules and Regulations; and

WHEREAS the City of Fitchburg through its Department of Public Works has undertaken to update and streamline Chapter 154 of the City Code, entitled “Stormwater Management and Erosion Control”, and to develop Stormwater Rules and Regulations; and

WHEREAS any changes in fee amounts charged to constituents, or adoption of any new fees charged to constituents must be presented to and approved by City Council, and

WHEREAS the EPA’s Municipal Separate Storm Sewer System (MS4) permit requires the inclusion of certain definitions in the City’s stormwater ordinance(s), and

WHEREAS the EPA’s MS4 permit requires the City to understand, monitor and certify proper use of the municipal storm drainage system and any discharges into it, and

WHEREAS the EPA’s MS4 permit requires communities that are covered under the permit to enact ordinance(s) and regulation(s) establishing the legal authority to prohibit, investigate and eliminate illicit discharges, and

WHEREAS the EPA requires MS4 communities to enact an ordinance or regulations that require the use of sediment and erosion control practices at construction sites, and provide for permanent stormwater management controls to be installed for new development and redevelopment projects, and

WHEREAS the City’s ordinance must grant the authority to require permits for discharges to the municipal storm drainage system, and

WHEREAS the use of Stormwater Rules and Regulations largely takes the technical language, reference to design standards, and specifics of the stormwater management permitting process, which are best implemented and updated by the Department of Public Works, outside the main text of the ordinance, and

WHEREAS a streamlined ordinance accompanied by rules and regulations provides flexibility for the City as planning priorities and the development landscape within the City change, and

WHEREAS the City of Fitchburg’s Department of Public Works is best situated to promulgate said Stormwater Rules and Regulations, and
WHEREAS an update to the responsibilities and authority of the Department of Public Works is required to clarify its ability to promulgate said rules and regulation regarding municipal storm drainage system users, and

WHEREAS there will be no changes in the amounts of the charges or fees associated with the municipal storm drainage system, and

WHEREAS there is a need to provide more certainty in enforcement and penalties,

NOW, THEREFORE, the undersigned Petition your Honourable Body to approve the adoption of a stormwater management ordinance amending Chapter 154 of the City Code, entitled "Stormwater Management and Erosion Control", consistent with the terms of the executive summary attached hereto, that would facilitate the purposes more clearly set forth therein.

Vincent P. Puasketi, II, Esq.
City Solicitor
EXECUTIVE SUMMARY: STORMWATER MANAGEMENT ORDINANCE UPDATES & DEVELOPMENT OF STORMWATER RULES AND REGULATIONS

Prepared for:
City of Fitchburg City Council Meeting.

BACKGROUND

The City of Fitchburg (City) Department of Public Works (DPW) has updated City Code Chapter 147: Sewers and Chapter 154: Stormwater Management and Erosion Control. The purpose of this Executive Summary is to provide an overview of the updates to Chapter 154: Stormwater Management (Ordinance) and development of the Sewer Rules and Regulations (Regulations).

The objectives of the project are to review and update the content in the Stormwater Ordinance, to ensure compliance with the City's renewed General Permit for Stormwater Discharges from Small Municipal Storm Sewer Systems (MS4) issued by the EPA and MassDEP, pursuant to the Clean Water Act, and effective July 1, 2018.

City department stakeholders attended and participated in workshops held on October 30th. The workshops solicited feedback and input from workshop participants on the language and outlined processes.

There has not been a change in any financial component of the Ordinance.

STORMWATER MANAGEMENT ORDINANCE ORGANIZATION

A streamlined Ordinance, with accompanying Rules and Regulations, provides flexibility for municipalities as planning priorities and the development landscape within the City change. To that end, the Ordinance has been updated to contain the basic legal authority language and definitions while the Rules and Regulations contain the technical requirements, design standards and procedural language.

Updates to the Ordinance include a general reorganization of sections into Articles within the existing Chapter to help clarify and enhance the Ordinance's efficacy. The former sections 154-4 through 154-8 have been moved to the Stormwater Rules and Regulations, and additional sections have been added to address MS4 permit requirements. Sections have been renumbered accordingly.

Headings and text shown in bold highlight changes to the outline structure.

Article I: General Provisions

154-1 Purpose
154-2 Definitions
154-3 Applicability
154-4 Administration
154-5 Regulations
154-6 Enforcement
154-7 Severability

154-8 Transitional Provisions

Article II: Non-Stormwater Discharges, Connections, and Obstructions
154-9 Prohibited Activities
154-10 Allowable Discharges (exemptions)
154-11 Emergency Suspension of Municipal Storm Drainage Access
154-12 Notification of Spills

Article III: Construction and Post Construction Stormwater Management of New Developments and Redevelopments
154-13 Permit required
154-14 Permits and procedures
154-15 Fee structure
154-16 Waivers

CHANGES WITHIN INDIVIDUAL ARTICLES
Changes within individual articles are summarized below.

Article I. General Provisions
Definitions were updated or added including critical area, illicit connection, impervious area, land disturbance, municipal storm drainage system, pollutant, stormwater, and wetlands.

In particular, the critical areas definition has been updated to better support the purpose of the ordinance and compliance with the MS4 permit. Critical areas are now defined as:
- A. Disturbed areas 2,000 square feet or greater within the surface water supply protection area of any of the City's drinking water supplies, or
- B. Disturbed areas of 100 square feet or greater on slopes greater than 15%.

The applicability language was updated to comply with the MS4 permit requirements for discharges to the municipal stormwater system. The revised ordinance applies to all users of the stormwater drainage system as it pertains to discharges to the system. The ordinance, and supporting regulations and permit process, also apply to new and redevelopment projects which disturb certain areas of land. The land disturbance thresholds have been updated to support compliance with the MS4 permit and further protect the City's receiving waters:

Any land disturbance activity, including clearing, grading, and excavation in which any one or more of the following criteria are met:

1. The total cumulative disturbed area exceeds 20,000 square feet;
2. The proposed disturbed area constitutes a critical area as defined in § 154-2 of this chapter;
3. The proposed disturbed area is located on a parcel of land having more than 5,000 square feet of existing impervious area and the project will result in a net increase of 10 percent or more of impervious area.
Exemptions.

a) Construction activities waived from permit coverage under the NPDES General Permit for Stormwater Discharges from Construction Activities.
b) Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or the original purpose of the site.
c) Normal maintenance and improvement of land in agricultural use as defined by the Wetlands Protection Act regulation 310 CMR 10.04;
d) Maintenance of existing landscaping, garden or lawn areas associated with a single-family dwelling;
e) The construction of fencing that will not substantially alter existing terrain or drainage patterns;
f) Construction of utilities other than drainage (gas, water, electric, telephone, etc.) which will not alter terrain or drainage patterns;
g) Emergency work to protect life, limb, or property.

The MS4 permit requires the City to understand, monitor, and certify (signature on annual report) proper use of and discharges into and from the municipal storm drainage system for compliance with the permit. This includes a program to manage direct and indirect connections to the drainage infrastructure, discharges of street and private property runoff to the City’s system, as well as erosion and sediment control from construction and development. As such, the Administration section has been added to clarify the entity responsible (Authorized Enforcement Agency) for administration, implementation, and enforcement of the updated Stormwater Management ordinance. Previously, the Stormwater Management and Erosion Control Ordinance was administered by the Conservation Commission. Under the updated Ordinance, the Commissioner of DPW is established as the Authorized Enforcement Agency and can designate duties in writing pertaining to the Ordinance.

This Article provides the legal authority for the Authorized Enforcement Agency to promulgate and periodically amend rules and regulations pertaining to Stormwater Management.

Responsibility for enforcement was revised to be the Authorized Enforcement Agency and authority to seek remedies for violations can be found in this section. Language regarding specific remedies and penalties language remains largely unchanged but has moved to the Regulations and is referenced from the Ordinance. There has been no change in the amount of penalties.

Article II. Non-Stormwater Discharges, Connections, and Obstructions

The MS4 permit requires municipalities which are covered under the permit to enact ordinances and regulations establishing the legal authority to prohibit, investigate, and eliminate illicit discharges, including illicit discharges originating on private property. This requirement also stipulates that the MS4 community should implement appropriate enforcement procedures and actions. This Article has been added to provide the legal authority for the City to prohibit, investigate, and eliminate illicit discharges, including those originating on private property. This Article also includes a section on allowable discharges (exemptions) which include: uncontaminated groundwater, waterline flushing, diverted stream flow, etc.

Language regarding notification for spills and emergency suspension of storm drainage system access has also been added.
Article III. Construction and Post Construction Stormwater Management of New Development and Redevelopment

The EPA requires MS4 communities to enact an ordinance or regulations that require the use of sediment and erosion control practices at construction sites, as well as requirements for permanent stormwater management controls to be installed for new development and redevelopment projects such that the quantity and quality of stormwater runoff (if any) from these new sites will not have a negative impact on the municipal storm drainage system or the receiving waterbodies.

This Article establishes a new Stormwater Management Permit, issued by the Authorized Enforcement Agency to developers and project proponents who wish to perform land disturbance activities within the City. Projects and activities requiring review have not changed from the existing Ordinance, but a more formal permit procedure has been established in accordance with MS4 requirements. Applicable projects include land disturbance in the following areas:

1. The total cumulative disturbed area exceeds 20,000 square feet;
2. The proposed disturbed area constitutes a critical area as defined in § 154-2 of this chapter.
3. The proposed disturbed area is located on a parcel of land having more than 5,000 square feet of existing impervious area and the project will result in a net increase of 30 percent or more of impervious area.

The exemptions presented in Article I apply and are referenced from this section.

The Article references the Regulations for the City's Stormwater Management Permit procedures and requirements to be compliant with said permit.

STORMWATER REGULATIONS

The Stormwater Rules and Regulations largely take the technical language, reference to design standards, and details of the Stormwater Management Permit (project and site plan reviews) and provide a permit procedure and process which meets the new MS4 permit’s more stringent requirements while also providing more flexibility for the City.

The Commissioner of Public Works has the authority to promulgate and amend the regulations, and authority over design reviews, inspections, enforcement and day to day processes.

The Regulations define proper use of the stormwater drainage system, require written authorization from the DPW to connect to the municipal storm drainage system, and provide technical information for design and construction of such connections.

Standards and requirements for new development and redevelopment have been added or revised to meet the minimum MS4 requirements. These include:

- Erosion and sediment control during construction.
- Use of low impact development and green infrastructure site planning and design strategies.
- Design of stormwater practices in accordance with the Massachusetts Stormwater Handbook.
- Design and installation of stormwater practices to retain runoff on site and remove specified levels of phosphorus and total suspended solids.
- Procedures to ensure proper operation and maintenance of installed stormwater controls.
SEQUITUR

Overall, the Ordinance and Regulations provide the City with updated and flexible regulatory documents for operating and maintaining the stormwater infrastructure in a manner compliant with the City’s MS4 permit and protective of the City’s receiving waterbodies.
The Legislative Affairs Committee recommended the following Petition be held in Committee and schedule a Public Hearing:

075-19. Anna M. Farrell, City Clerk, to discuss the options and vote to designate the Ward 5A and 5B polling locations.

TO THE HONORABLE CITY COUNCIL OF THE CITY OF FITCHBURG

Ladies and Gentlemen:

The undersigned Petition your Honorable Body to

Discuss the options and vote to designate the Ward 5A and 5B polling location.

[Signature]

Anna M. Farrell
City Clerk
WARD 5 POLLING LOCATION DISCUSSION POINTS:

Options:

1. Leave 5A and 5B at Saima Park
   Both precincts at same location – easy for voters to find the correct precinct when they arrive without going to a different location;
   Plenty of parking;
   Parking lot is dark but we have addressed that with FFD auxiliary lighting;
   Complaints from 5B voters that they cannot get to Saima Park – not in a central location,
   no scheduled public transportation and too far to walk;
   Dirt road leading to function building gets pretty rough in bad weather;
   Portable ramp must be installed for each election to be handicapped accessible per election regs.

2. Move 5A and 5B to Rollstone Church
   Both precincts at same location – easy for voters to find the correct precinct when they arrive without going to a different location;
   Central location and on the bus route;
   Church is amenable to making the small changes necessary to being handicapped accessible per election regs;
   Parking is an issue – existing lot has 20 spaces and 17 spaces will be needed for poll workers alone but, the FRA has expressed that they will donate vacant land adjacent to the parking lot which will provide some amount of additional parking;
   There is the MART parking garage across the street and poll workers could be asked to park there. Voters could park there also although we had complaints about that even when voting was in the MART station.

3. Move 5B only to the Senior Center (5B is adjacent to the Senior Center which is in 4B therefore it is allowable) and either leave 5A at Saima or move it to Rollstone Church
   Ward 5 precincts in two different locations would require voters who arrive at the wrong precinct to go to an entirely different location to vote. Could create confusion and more complaints. This may be exacerbated after the ward lines are reviewed after the 2020 census e.g. 5A/5B precinct lines may change;
   Parking is already an issue for voters around the Senior Center and adding a precinct may exacerbate the situation although many 5B voters could walk or take public transportation to the Senior Center.
March 6, 2019

Note to file:

In response to the two violation notes in the attached MA polling place accessibility survey conducted by the Secretary of the Commonwealth Elections Division, Rollstone Congregational Church has agreed to do the following:

1. Install a new door with an accessible lever handle;
2. Build a deck over part of the outside, unprotected stairwell that abuts the entrance door. The State has opined that this will meet accessibility requirements.

Please see attached correspondence concerning these matters.

Anna M. Farrell
City Clerk
Hi Anna,

The church's Trustees have voted unanimously to move forward on your request to use the church as a voting location. We believe that not only is it good for the community, but has some advantages to the church as well.

After the review by the state we have moved forward on several items. We have requested a quote on a complete replacement of the back door that would be in compliance with the state’s requests. I expect this work can be completed by early summer at the latest.

To address the concerns about the step on the right of the entrance we are planning on installing a permanent 2 foot wide "deck" that would be level with the entrance door. This will allow the staircase to the basement door to be used with out interference.

We have met with the Redevelopment Authority and they have offered to give us the vacant lot behind our parking lot. We will be looking at ways to improve the parking situation with the addition of this area.

Feel free to contact me at any time if you have any questions or concerns. I will keep you apprised of our progress meeting the state’s requirements.

Thanks you for your help with the FRA.

Regards,

Paul Stansel

Paul Stansel
MPS Systems
(978) 337-1608
paul.mpssys@gmail.com
Farrell, Anna

From: Murphy, Bridget Simmons (SEC) <bridget.simmons.murphy2@state.ma.us>
Sent: Wednesday, March 06, 2019 2:14 PM
To: Farrell, Anna
Subject: RE: Rollstone Entrance

Hi Anna,

Thank you for sending the sketch of the proposed plan. It appears it does the sketch will meet the following accessibility guidelines for a polling place entrance:

(3) Entrance.
(a) At least one entrance to the building must be accessible to physically disabled persons.
If the main entrance to the building is not accessible, signs must be posted directing persons
from the ordinary path of travel to the accessible entrance.
1. If the main entrance to the building is not accessible, the path of travel to the
accessible entrance shall be the same or a substantially similar distance as the path of
travel to the main entrance.
2. If the main entrance is not the accessible entrance, the door to the accessible entrance
shall be unlocked and capable of being operated without assistance during the hours the
polling place is open and at the same hours as the main entrance.
(b) The approach to the accessible entrance shall be a paved walk or ramp with a non-slip
surface, uninterrupted by steps or abrupt changes in level greater than 1/8 inch. Such entrance
shall have a level space 60 inches from the door on the interior and exterior of the doors.
(c) Doors to such entrances shall be a minimum of 32 inches clear, measured at 90°. No
door threshold shall be higher than 1/8 inch above the floor on either side. Lever handles or
other accessible hardware must be provided on doors, so that they may be operated with a
closed fist.

Please let me know if you have any questions.

Thanks!

-Bridget

From: Farrell, Anna [mailto:A Farrell@fitchburgma.gov]
Sent: Wednesday, March 06, 2019 1:20 PM
To: Murphy, Bridget Simmons (SEC); Murphy, Bridget Simmons (SEC)
Subject: FW: Rollstone Entrance

Bridget,
Please find attached a sketch of the proposed alteration to the entrance door at Rollstone Congregational
Church. Please advise.
Thank you,
Anna

Thank you and please feel free to contact me with any questions or concerns.

Anna M. Farrell
Anna,

Here are 2 pictures showing the concept of what we are proposing. Let me know if you have any questions.

Regards,

Paul

-------- Forwarded Message --------

Subject: RCC

Date: Wed, 6 Mar 2019 13:05:45 -0500
From: Paul Stansel <paul.mppsyst@gmail.com>
To: paul.mppsyst@gmail.com

Created with JotNot.
The Commonwealth of Massachusetts
William Francis Gabri, Secretary of the Commonwealth
Elections Division

19 February 2019

Ms. Anna Farrell
City Clerk
189 Boulder Drive
Fitchburg, MA 01420

Dear Anna,

I am writing to follow-up on the polling location survey we conducted with Paul Stansel on Thursday, February 14, 2019. Specifically, we surveyed a possible new polling location at the Rollstone Congregational Church (Creekman Hall) located at 199 Main Street, to ensure compliance with the Polling Place Accessibility for Elderly and Handicapped Voters regulations, 950 C.M.R. § 51.00, et seq.

During the survey, we reviewed a number of issues, including site access, parking, entrance, and building interior at each location. After a thorough review of this proposed polling location, it appears it requires changes to be fully compliant with the regulations governing accessibility of polling places.

Please see the attached report indicating whether or not the location complies with 950 CMR § 51.00. The non-compliant specific deficiencies are identified. To help you understand the enclosed report, the following explains the column titles.

Municipality: The city/town of the polling locations.
Polling Location: The actual location of the polling place.
Ward: The ward of the polling location.
Precinct(s): The precinct(s) of the polling location.
Location Complies: If yes, the polling location meets the requirements of 950 CMR § 51.00. If no, the polling location does not meet the requirements of 950 CMR § 51.00.
Violation Category: Of this column has data, then the notes include information regarding the reason the polling location does not meet the requirements of 950 CMR § 51.00.

As we discussed, please provide this office with an action plan of how the city of Fitchburg intends to make the polling place accessible in accordance with 950 CMR § 51.00 et seq.

One Ashburton Place, 17th Floor, Boston, Massachusetts 02108
(617) 727-2828 • 1-800-462-VOTE (8683)
website: www.sec.state.ma.us/ele • e-mail: elections@sec.state.ma.us
2.

I hope you find this report helpful. If you have any questions, please let me know. I look forward to hearing back from you.

Thank you for all that you do to ensure voting is fully accessible in Fitchburg!

Sincerely,

[Signature]

[Name]
Project Manager
Enc.

cc:
Michelle Tassinari, Director/Legal Counsel, Elections Division, Office of the Secretary of the Commonwealth
Jeffrey Doogan, Assistant Director for Community Services, Massachusetts Office on Disability
950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

950 CMR 51.00: POLLING PLACE ACCESSIBILITY FOR ELDERLY AND HANDICAPPED VOTERS

Section

51.01: Purpose
51.02: Accessibility Defined
51.03: Exemptions

51.01: Purpose

950 CMR 51.00 implements the federal Voting Accessibility for the Elderly and Handicapped Act, 42 U.S.C. §§ 1973ee to 1973ee-6, and applies to all Massachusetts elections in which a federal office appears on the ballot. The purpose of 42 U.S.C. §§ 1973ee to 1973ee-6 and of 950 CMR 51.00 is to preserve the fundamental right to vote by improving access for handicapped and elderly individuals to polling places for federal elections.

51.02: Accessibility Defined

Section 3(a) of the Act, 42 U.S.C. § 1973ee-6(a), requires every city and town to ensure that all polling places for federal elections are accessible to handicapped and elderly voters, unless the Secretary exempts them. A polling place is "accessible" to handicapped and elderly voters, for the purpose of sections 3(a) and (b) of the Act, 42 U.S.C. §§ 1973ee-6(a), 1973ee-6(b), only if all of the following requirements are met:

(1) Site Access. A clear, reasonably flat, unobstructed path of travel must be provided from the designated spaces in the parking lot, and from the street, to the accessible entrance to the building where the polling place is located. Such path of travel shall have a continuous common surface, not interrupted by steps or abrupt changes in level greater than 1/2 inch.

(2) Parking. If a parking lot is available on the premises of the polling place, then the following requirements apply:

(a) Pursuant to the Americans With Disabilities Act (ADA) Accessibility Guidelines (4.1.2 (5)), the number of required handicapped parking spaces is:

<table>
<thead>
<tr>
<th>Total no. of parking spaces</th>
<th>No. of Handicapped required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 25</td>
<td>1</td>
</tr>
<tr>
<td>26 - 50</td>
<td>2</td>
</tr>
<tr>
<td>51 - 75</td>
<td>3</td>
</tr>
<tr>
<td>76 - 100</td>
<td>4</td>
</tr>
<tr>
<td>101 - 150</td>
<td>5</td>
</tr>
<tr>
<td>151 - 200</td>
<td>6</td>
</tr>
<tr>
<td>201 - 300</td>
<td>7</td>
</tr>
<tr>
<td>301 - 400</td>
<td>8</td>
</tr>
<tr>
<td>401 - 500</td>
<td>9</td>
</tr>
<tr>
<td>510 - 1,000</td>
<td>2% of total</td>
</tr>
<tr>
<td>1,001 and over</td>
<td>20 plus 1 for each 100 over 1,000</td>
</tr>
</tbody>
</table>

(b) For parking lots striped prior to September 1, 1996:

1. The handicapped parking spaces shall be eight feet wide and have an adjacent four foot access aisle which is painted or striped yellow. The lot shall be reasonably flat.

2. Identification of handicapped spaces shall be by a sign at each space or pair of spaces. The sign shall be at a height of not less than five feet nor more than eight feet to the top of the sign. The sign shall also contain the International Symbol of Accessibility and may include wording identifying its use.

(c) For parking lots striped after September 1, 1996:

1. The handicapped parking spaces shall be eight feet wide and have an adjacent five foot access aisle which is marked by high contrast painted lines or other high contrast delineation. The lot shall be reasonably flat.

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31.02: continued

2. There shall be at least one "van accessible" space, but not less than one, per eight accessible spaces. The van accessible space shall be eight feet wide and have an adjacent 8 foot wide access aisle which is marked by high contrast painted lines or other high contrast delineation. The lot shall be reasonably flat.

3. Identification of handicapped spaces shall be by a sign at each space or pair of spaces. The signs shall be at a height of not less than five feet four inches above the top of the sign. The sign shall also contain the International Symbol of Accessibility and may include wording identifying its use. Van accessible spaces shall include the words "Van Accessible."

(2) If a sidewalk is provided at such parking spaces, a curb cut (sidewalk ramp) shall be installed at each exit or pair of spaces. The slope of the curb cut shall not exceed 1:12.

(3) Entrances.

(3a) At least one entrance to the building must be accessible to physically disabled persons. If the main entrance to the building is not accessible, signs must be posted directing persons from the ordinary path of travel to the accessible entrance.

1. If the main entrance to the building is not accessible, the path of travel to the accessible entrance shall be the same or a substantially similar distance as the path of travel to the main entrance.

2. If the main entrance to the accessible entrance, the door to the accessible entrance shall be unlocked and capable of being operated without assistance during the hours the polling place is open and at the same hour as the main entrance.

(3b) The approach to the accessible entrance shall be a paved walk or ramp with a non-slip surface, uninterrupted by slope or steep changes in level greater than 1/4 inch. Such entrance shall have a level space 60 inches from the door on the interior and exterior of doors.

(4) Doors to such entrances shall be a minimum of 32 inches clear, measured at 90°. No door threshold shall be higher than 1/8 inch above the floor on either side. Lever handles or other accessible hardware must be provided on doors, so that they may be operated with a closed fist.

(3c) Ramps.

(3c) If the entrance has stairs, a ramp must be provided. A permanent ramp must comply with the following:

1. The slope of the ramp must be no steeper than 1:12.

2. The width of the ramp shall not be less than 48 inches.

3. Two pairs of handrails must be set on both sides of the ramp. Such handrails must be smooth or oval in shape and set in pairs, one at a height between 34 and 36 inches and a lower rail set at a height between 18 and 20 inches.

(3d) If it is impractical to install a permanent ramp, portable ramps shall be provided. Portable ramps shall have a slope as close to 1:12 as possible, and if a portable ramp has no handrails or side rails, it must have wheel guides at least two inches high on both sides.

Portable ramps may be used to gain access from the parking lot or from the sidewalk as well as at the entrance to a building. Portable ramps shall be securely anchored.

(5) Building Interior.

(5a) All interior doors, doorways, and ramps necessary within the building to obtain access to the polling place must comply with 930 CMR 31.02(3)(b) and (4).

(5b) An accessible route which provides a continuous unobstructed path at least 36 inches wide shall be maintained inside the polling place and shall coincide with the route for the general public.

(6) Voting Equipment.

(6a) In every polling place, a specimen ballot must be posted at a height no greater than 48 inches.
950 CMR: OFFICE OF THE SECRETARY OF THE COMMONWEALTH

51.02: continued

(b) Where paper or punch-card ballots are used, at least one marking stall at each polling place (at a primary where punch-card ballots are used, one for each party) must provide clear space under the shelf not less than 30 inches wide, at least 27 inches clear to the underside of the shelf, and not more than 32 inches in height to the top of the shelf, and must contain privacy barriers on both sides of the shelf. For this special marking shelf, the handle of any pen used for punching punch-card ballots shall be at least one inch long and at least three inches long.

(c) Where voting machines are used, a specimen ballot must be placed in at least one machine at each polling place, at a height no greater than 48 inches. For voting machines which have any levers higher than 48 inches above the floor, a "reader" must be made available to assist disabled persons in reaching the upper levers.

(7) Variances. A city or town may apply to the Architectural Access Board, under 521 CMR 3.00 (1.1), for a variance from the accessibility requirements of 950 CMR 51.02 or, to the extent that they apply to any polling place, from the requirements of the Architectural Access Board's regulations in 521 CMR 5.03. Notice of an application for any such variance shall be given in the manner required by 950 CMR 51.02(4)(b), and such notice shall also be given to the Director of Elections. No such variance shall be allowed which substantially impairs the accessibility of a polling place to handicapped and elderly voters.

(8) Time Accessibility Required. All non-exempt polling places must be accessible no later than three weeks before the first federal election of an even-numbered year.

51.03: Exemptions

(1) Delegation to Director of Elections. The Secretary designate to the Director of Elections (the "Director") the authority to determine whether a polling place is exempt from the accessibility requirements under section 51(b) of the Act, 42 U.S.C. § 1973e-10(b), and under 950 CMR 51.02.

(2) Emergency Exemptions. In an emergency under section 3(b)(1) of the Act, 42 U.S.C. § 1973e-10(b), an exemption may be applied for and determined by telephone, but both the city or town and the Director shall confirm their communications in writing. Where failure of the city or town to make adequate and timely plans and arrangements does not constitute an emergency, if an exemption is allowed, it applies only on one election, and the city or town must exercise its best efforts to find another accessible polling place, and if none is available, to provide whatever assistance is possible to handicapped and elderly voters. At an emergency exemption is allowed, handicapped or elderly voters assigned to such an emergency exempt polling place may vote the absentee ballot in the office of the city or town clerk or election commissioner without applying in advance. The procedures set forth in the second paragraph of 66 G.L., c. 51, § 39 shall apply to such voters, except that the absentee ballot envelope shall be marked "Emergency Polling Place Exemption".

(3) Non-availability Exemptions. Standards. In determining under section 3(b)(3)(A) of the Act, 42 U.S.C. § 1973e-10(b)(3)(A), that all potential places have been surveyed and that no accessible place is available, nor the city or town able to make one temporarily accessible in the area involved, the Director shall consider the following factors:

(a) Whether each location has been studied by a trained person to determine whether or not it is accessible.
1. Polling places should not be presumed to be accessible simply because they are not obvious barriers, but 950 CMR 51.02 must be applied.
2. A trained person is one with knowledge of what constitutes structural barriers to handicapped individuals.
3. Handicapped persons, representatives of handicap groups or professionals who work with handicapped individuals should be consulted.
4. If a location is inaccessible, then the city or town should either seek an alternative accessible location or seek to have the barriers removed.

02/99 (Effective 5/1/99) 950 CMR - 171
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31.03: continued

(b) Whether the owners or proprietors of the building have been consulted regarding the
modifications. If the owners or proprietors are unwilling to make the modifications, then an
alternative location should be sought. Possible locations include those which are currently
accessible and those where the owners or proprietors are willing to make necessary
modifications.

(c) Whether an estimate of the cost to make the modifications has been obtained from a
qualified person (contractor, architect, contractor), and whether different options for
removing the barriers have been explored (e.g., temporary ramps).

(d) With respect to polling places in residential government buildings, whether the city or
town has sent government officials to make the modifications necessary for the buildings to
be accessible.

(e) The record of the city or town's percentage of polling places in compliance in the past.

(f) The city or town's expressed plan for providing an accessible polling place in the future.

(5) Non-availability Exceptions: Procedure

(x) The city or town body responsible for rotating polling places under M.G.L. c. 54, § 24
city council, board of selectmen, or election commission) must apply in writing for any
exception under section 30(3) of the Act, 42 U.S.C. § 1973ee-1(b)(2). The application
must be filed with the Director of Elections, under the penalties of perjury and in a form
prescribed by him, not later than 180 days before the first federal election of an
even-numbered year.

(x) Not later than the application deadline, the city or town must give notice that it has
applied for the exemption, by posting notice on the principal bulletin board, notifying
all local news media, and mailing copies to the local council on aging, to any municipal
handicapped office or commission, to the state Office of Handicapped Affairs (One
Ashburton Place, Room 1305, Boston, MA 02108), and to any additional organizations
which the Director may prescribe. The notice shall state the designations and address of the
polling place or places for which exemption is sought, the reason for the application, the
location at which a copy of the application may be inspected, and the fact that any person
may file a written response within 30 days with the state Director of Elections, One
Ashburton Place, Room 206, Boston, MA 02108, telephone (617) 727-3828 or (800)
462-8683.

(1) Any person may file with the Director a written response to an exemption application
within 30 days after it is filed.

(2) The Director may, in his discretion, seek further information from the city or town or
hold an informal hearing before himself or his designee.

(3) Not later than 90 days before the first federal election of an even-numbered year, the
Director shall notify the city or town in writing whether an exemption is allowed and the
reasons for the decision. The period of an exemption shall be two calendar years, beginning
with an even-numbered year. Renewal of the exemption requires a new application.

(5) Alternative Voting Methods. As required by section 30(3)(b) of the Act, 42 U.S.C. §
1973ee-1(b)(2), handicapped or elderly voters assigned to an exempt polling place may vote
by absentee ballot, either by mail or in the office of the city or town clerk or election
commission, if they previously apply in writing, under M.G.L. c. 54, §§ 80 through 105Q.
Current state law prevents assigning such voters to another polling place, as well as "curbside
voting" outside the polling place on election day.

REGULATORY AUTHORITY

Changes to Regulations: Chapter 51.00:
Polling Place Accessibility for Elderly and Handicapped Voters

In 950 CMR § 51.01, replace the entire section with the following:
950 CMR § 51.00 implements the federal Voting Accessibility for the Elderly and Handicapped
Act, 42 US Code §§ 1973ee to 1973ee-6 (the “Act”), and Amended Article 114 of the Massachusetts
Constitution and applies to all Massachusetts elections. The purpose of 42 US Code §§
1973ee to 1973ee-6, Amended Article 114 of the Massachusetts Constitution and 950 CMR §
51.00 is to promote the fundamental right to vote by improving access for handicapped and
elderly individuals to polling places and the voting process.

In 950 CMR 51.02(6), add the following new section as (a) and re-designate the remaining
sections accordingly:
(a) For every state, federal, municipal election, preliminary or primary, either regular or special,
each polling place shall have at least one accessible voting unit that is usable by people with
disabilities. Any accessible voting unit must first be approved for use by the state secretary.
Accessible voting units shall be located within a polling place so as to be readily available for
use by voters during the voting hours.
Public Works Committee
Meeting of March 26, 2019

The Public Works Committee recommended the following Petition be granted:

131-18. Councillors Marisa Fleming and Marcus DiNatale, on behalf of Raul and Yeydi Jimenez, to investigate and implement remedies to mitigate and/or prevent property damage to 162 Townsend Street resulting from motor vehicle incidents that frequently damage the property’s fencing.

Report read and accepted. Petition granted by unanimous vote. 9 members present. Board consists of 11 members.

The Public Works Committee recommended the following Petition be given leave to withdraw:

132-18. Councillor Paul Beauchemin, to establish a height limit for utility poles in the City of Fitchburg.

Report read and accepted. Petition given leave to withdraw by unanimous vote. 11 members present. Board consists of 11 members.

The Public Works Committee recommended the following Petition be held in Committee:

209-18. Multiple citizens, to repair McTaggart’s Dam to refill pond and restore wildlife population. (Be Held) [The Committee went on a tour of McTaggart’s Dam and Moran Playground after the formal meeting.]

Report read and accepted. Petition held in Committee by unanimous vote. 9 members present. Board consists of 11 members.

The Public Works Committee recommended the following Petition be held pending a review by the Engineering Division:

286-18. Councillor Marisa Fleming, to have the City place bales of hay at the top of High Rock Road where if meets the paper road portion of High Rock Road. During heavy rain the water runs down into the back yards of 1191 and 1179 Ashby State Road causing flooding and debris.

Report read and accepted. Petition held pending a review by the Engineering Division by unanimous vote. 9 members present. Board consists of 11 members.
The Public Works Committee recommended the following Petition be granted and recommended the sewer separation designer continue to pursue a solution via the new storm drain system on Payson Street:

-307-18. Councillors Green and DiNatale, on behalf of resident Timothy St. Jean, to inspect and find a remedy to a water run-off issue beginning at 113:Payson Street that is causing a recurring ice beds to form during cold weather on remainder of the street.

Report read and accepted. Petition granted and recommended the sewer separation designer continue to pursue a solution via the new storm drain system on Payson Street by unanimous vote. 9 members present. Board consists of 11 members.

The Public Works Committee recommended the following Petition be given leave to withdraw:

062-19. Councillor Amy Green, on behalf of Martha Lalancette, 389 South Street, to request that the City of Fitchburg turn Colburn Street into a public way.

The following letter from the DPW Engineering Division was submitted:

March 6, 2019

Mike O’Hara
Principal Planner
City of Fitchburg

Re: Petition 62-2019- Colburn St

Dear Mr. O’Hara:

Street Acceptance as a Public Way is governed by the City of Fitchburg Code Chapter 157-12 (attached) and is approved by the Commissioner of Public Works.

To summarize the obvious applicable contents of 157-12 please see below.

There is no plan and profile supplied or on record showing approved location, width, and profile/grades for this street.

The street construction must be in accordance with City standards. Since this street was constructed many years ago the Commissioner cannot confirm that it has been constructed free of all unacceptable soils-clay, loamy materials, rocks, stumps & organic materials thus supplying a suitable road base material. Pavement type and thickness is also unknown.

There is no street bounding delineating this area of land in the field. City code requires gravel road bounds to be set at all angles, curves and corners of each street and all intersecting streets.

There is no legal description supplied or on file for this street. The area of this “street lay out” is privately owned and must be donated to the City of Fitchburg or “taken” by the City of Fitchburg by legal means. This requires legal fees and may require damages paid to owners.

It is with these short comings that DPW Engineering cannot recommend the City acceptance of Colburn Street to the Commissioner of Public Works.

Sincerely,

Gary Bevilacqua
Assistant City Engineer, DPW
Cc: Anna Farrell, City Clerk
    Lenny Laakey, Commissioner of Public Works

City of Fitchburg, Massachusetts 01420
§ 157-12 Requirements for establishment of streets over private lands.
Any petition for laying out a street which shall in its effect involve the acceptance by the City of a private street constructed or projected over private lands shall be accompanied either by a certificate from the Commissioner that such street has actually been constructed in compliance with the following requirements and specifications or by an agreement of the petitioners that they will bear the expense of such construction and completion:

A. Such street shall be constructed and completed in accordance with a plan and profile thereof filed with and approved by the Commissioner, showing its proposed location, width and grades and the location and grades of all connecting streets, and drawn to such scale as the Commissioner may require and to his or her satisfaction.
[Amended 6-3-2014 by Ord. No. 100-2014]

B. Such street shall be constructed in a manner reasonably safe for travel and with a roadway of such width as the Commissioner may require and of such cross section as he or she may prescribe.
[Amended 6-3-2014 by Ord. No. 100-2014]

C. The whole area of such street shall be cleared of stumps, rocks, roots and other superfluous or objectionable material and of all trees not intended for preservation, and trees intended for preservation shall be properly protected by boxes or fences against injury.

D. All clay, loam and loamy material shall be removed from the limits of the roadway and sidewalks, if required by the Commissioner, to such depth as he or she may approve and shall be deposited outside the limits of such street.
[Amended 6-3-2014 by Ord. No. 100-2014]

E. All work in excavation and embankment shall be brought accurately to such a subgrade as the Commissioner may require, and all side slopes thereof within such street or on adjoining land shall be at such ratio as he or she may furnish.
[Amended 6-3-2014 by Ord. No. 100-2014]

F. All corners of intersecting streets shall be rounded, and granite bounds shall be set at all angles, curves and corners of such street and those made with such connecting streets, according to the direction and approval of the Commissioner.
The Public Works Committee recommended the following Petition be granted:

064-19. Councilors Sam Squilia & Joel Kaddy with David Siebert, 86 Alpine Road, to request the DPW find remedy for drainage of Alpine Road between 96 and 142 Alpine Rd. Water flowing down from 142 is eroding the street and embankment and causing dangerous ice buildup in the cold weather, and additionally, blocked culverts under the roadway are causing the water levels to rise to the level of the roadway during heavy rain.

Report read and accepted. Petition granted by unanimous vote. 9 members present. Board consists of 11 members.

The Public Works Committee recommended the following Petition be amended to read "273 Theresa Street" and be held in Committee as amended:

065-19. Councilors Sam Squilia & Joel Kaddy on behalf of Paul Agnese to install a berm from his asphalt driveway down as required to mitigate washout from street water runoff.

Petition amended to read "273 Theresa Street", and held in Committee as amended by unanimous vote. 9 members present. Board consists of 11 members.

The Public Works Committee recommended the following Petitions be given leave to withdraw:

284-18. Councillor Marisa Fleming, to turn private street Eastlin Way into a public way. This street connects East Street to Lincoln Street and cannot be blocked so that the FPD and FFD have access to emergencies.

077-19. Councilor Paul Beachemin, to request that the Department of Public Works submit annually on or about February 1st to the City Council a prioritized list of streets to be paved.

Report accepted. Petitions given leave to withdraw by unanimous vote. 9 members present. Board consists of 11 members.

PUBLIC HEARING

029-19. Fitchburg Planning Board, to amend the Fitchburg Zoning Ordinance by amending the Table of Principle Uses concerning Medical Offices and to further define different medical and medical office uses, per vote of the Fitchburg Planning Board January 8, 2019.

Hearing was declared open. It was noted that a report from the Planning Board has not been received because they have continued their hearing to April 9, 2019. The public was provided with the opportunity to speak. No one spoke in favor of or in opposition to the petition. No further discussion on the matter occurred and a motion to continue the hearing to May 7, 2019 passed by vote of 9 in favor and 0 opposed.
ORDERS-CDBG YEAR 45

The Finance Committee recommended the following Orders be adopted:

080-19. ORDERED THAT: The sum of SIXTY THOUSAND DOLLARS ($60,000) be appropriated, same to be credited to Parks & Playgrounds Improvement and charged against the CDBG Year 45.

081-19. ORDERED THAT: The sum of NINE THOUSAND DOLLARS ($9,000) be appropriated, same to be credited to the Crocker Field Grandstand Wall Restoration project and charged against the CDBG Year 45.

082-19. ORDERED THAT: The sum of THIRTY-THREE THOUSAND DOLLARS ($33,000) be appropriated, same to be credited to the Crocker Field House Roof project and charged against the CDBG Year 45.

083-19. ORDERED THAT: The sum of NINE THOUSAND DOLLARS ($9,000) be appropriated, same to be credited to the Crocker Field Grandstand Bench Restoration project and charged against the CDBG Year 45.

084-19. ORDERED THAT: The sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000) be appropriated, same to be credited to the Streetscape Improvements project and charged against the CDBG Year 45.

085-19. ORDERED THAT: The sum of TWENTY THOUSAND DOLLARS ($20,000) be appropriated, same to be credited to the Centro High speed Internet Project and charged against the CDBG Year 45.

Report read and accepted. Orders adopted by unanimous vote. 9 members present. Board consists of 11 members.

The Finance Committee recommended the following Order be adopted:

086-19. ORDERED THAT: The sum of TWENTY-EIGHT THOUSAND DOLLARS ($28,000) be appropriated, same to be credited to Our Father’s House Street Homeless Intervention Program and charged against the CDBG Year 45.

Report read and accepted. Order adopted by vote of 8 in favor and 1 opposed (Beauchemin). 9 members present. Board consists of 11 members.

Order signed by the Mayor April 4, 2019.

The Finance Committee recommended the following Orders be adopted:

087-19. ORDERED THAT: The sum of FIFTEEN THOUSAND DOLLARS ($15,000) be appropriated, same to be credited to MOC, Inc. as Management Company of the Clehorn Center Youth Services programming and charged against the CDBG Year 45.
088-19. ORDERED THAT: The sum of TEN THOUSAND DOLLARS ($10,000) be appropriated, same to be credited to the YMCA Spartacus Program and charged against the CDBG Year 45.

Report read and accepted. Orders adopted by unanimous vote. 9 members present. Board consists of 11 members.
Orders signed by the Mayor April 4, 2019.

The Finance Committee recommended the following Order be adopted:

089-19. ORDERED THAT: The sum of SIXTY THOUSAND DOLLARS ($60,000) be appropriated, same to be credited to the Fitchburg Police Department Drug Enforcement and Patrol project and charged against the CDBG Year 45.

Report read and accepted. Order adopted by vote of 8 in favor and 1 opposed (Beauchemin). 9 members present. Board consists of 11 members.
Order signed by the Mayor April 4, 2019.

The Finance Committee recommended the following Order be adopted:

090-19. ORDERED THAT: The sum of SIXTEEN THOUSAND DOLLARS ($16,000) be appropriated, same to be credited to the Boys and Girls Club of Fitchburg and Leominster Afterschool Transportation Program and charged against the CDBG Year 45.

Report read and accepted. Order adopted by unanimous vote. 9 members present. Board consists of 11 members.
Order signed by the Mayor April 4, 2019.

The Finance Committee recommended the following Order be adopted:

091-19 ORDERED THAT: The sum of EIGHT THOUSAND DOLLARS ($8,000) be appropriated, same to be credited to the MHNN Family Housing/Pathways Program and charged against the CDBG Year 45.

Report read and accepted. Order adopted by vote of 8 in favor and 1 opposed (Beauchemin). 9 members present. Board consists of 11 members.
Order signed by the Mayor April 4, 2019.

The Finance Committee recommended the following Orders be adopted:

092-19. ORDERED THAT: The sum of TEN THOUSAND DOLLARS ($10,000) be appropriated, same to be credited to the Community Legal Aid Family Pathways Project and charged against the CDBG Year 45.

093-19. ORDERED THAT: The sum of TWENTY-ONE THOUSAND DOLLARS ($21,000) be appropriated, same to be credited to New Vue Communities Small Business Technical Assistance Program and charged against the CDBG Year 45.
094-19. ORDERED THAT: The sum of TWENTY-FOUR THOUSAND DOLLARS ($24,000) be appropriated, same to be credited to the Downtown Murals Project and charged against the CDBG Year 45.

Report read and accepted. Orders adopted by unanimous vote. 9 members present. Board consists of 11 members. Orders signed by the Mayor April 4, 2019.

The Finance Committee recommended the following Order be adopted:

095-19. ORDERED THAT: The sum of THIRTY THOUSAND DOLLARS ($30,000) be appropriated, same to be credited to Fitchburg State University for the Fitchburg Downtown Coordinator Position and charged against the CDBG Year 45.

Report read and accepted. Order adopted by vote of 7 in favor and 2 opposed (Beauchemin, Squailia). 9 members present. Board consists of 11 members. Order signed by the Mayor April 4, 2019.

The Finance Committee recommended the following Orders be adopted:

096-19. ORDERED THAT: The sum of ONE HUNDRED THOUSAND DOLLARS ($100,000) be appropriated, same to be credited to the Fitchburg Board of Health code Enforcement program and charged against the CDBG Year 45.

097-19. ORDERED THAT: The sum of TWENTY THOUSAND DOLLARS ($20,000) be appropriated, same to be credited to the Habitat for Humanity Critical Home Repair Project and charged against the CDBG Year 45.

098-19. ORDERED THAT: The sum of TWO HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED SEVENTY-SIX DOLLARS ($229,476) be appropriated, same to be credited to the Demolition of Abandoned Properties and charged against the CDBG Year 45.

099-19. ORDERED THAT: The sum of ONE HUNDRED NINETY-SIX THOUSAND AND EIGHTY-FIVE DOLLARS ($196,085) be appropriated, same to be credited to CDBG Planning and Administration and charged against the CDBG Year 45.

Orders adopted by unanimous vote. 9 members present. Board consists of 11 members. Orders signed by the Mayor April 4, 2019.
ORDERS—FINANCE

The following Orders were referred to the Finance Committee by vote of 8 in favor and 1 opposed (Squialia):

100-19. ORDERED THAT: The City of Fitchburg hereby approves the expenditure of funds from the Massachusetts Executive Office of Public Safety and Security Grant in the approximate amount of $7,521.28 (SEVEN THOUSAND, FIVE HUNDRED TWENTY-ONE AND 28/100 DOLLARS) for the purpose of said grant, which is to enhance effective pedestrian, bicycle, and moped-type enforcement.

101-19. ORDERED THAT: There be and hereby is transferred from within the sum of EIGHTEEN THOUSAND, EIGHT HUNDRED EIGHTY-THREE AND 00/100 DOLLARS ($18,883.00) same to be transferred from ELECTION & REGISTRATION, PERSONAL SERVICES, ELECTION WORKERS and credited to ELECTION & REGISTRATION, EXPENSES, VOTING EQUIPMENT.

102-19. ORDERED THAT: There be and hereby is appropriated the sum of SEVEN THOUSAND AND 00/100 DOLLARS ($7,000.00) same to be charged against AVAILABLE FUNDS and credited to DEPARTMENT OF PUBLIC WORKS, HIGHWAY PERSONAL SERVICES, SUMMER HELP ($6,000.00) and DEPARTMENT OF PUBLIC WORKS, HIGHWAY EXPENSES, SIDEWALK MAINTENANCE ($1,000.00) for the purpose of performing outside maintenance duties in the downtown area and along main roads.
ORDERS - OTHER

The following Order was referred to the Legislative Affairs Committee by vote of 8 in favor and 1 opposed (Squillia):

103-19. ORDERED THAT: The Honorable Mayor Stephen DiNatale is authorized on behalf of the City of Fitchburg to facilitate and execute the attached Community Host Benefit agreement with the Hub Craft, LLC located at 25 Newport Street, Fitchburg, MA.

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, transportation and sale of marijuana for purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the "CCC") at 935 CMR 500.000 et seq. (the "CCC Regulations"); and

WHEREAS, The Hub Craft, LLC (the "Company") proposes to locate and operate a Medical and Non-Medical Marijuana cultivation and manufacturing facility at 25 Newport Street, Fitchburg, Massachusetts (the "Facility") in accordance with the Regulations issued by the CCC; the Parties agree that the site at 25 Newport Street, Fitchburg, Massachusetts shall be considered the "area" in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

WHEREAS, when permitted to do so by law, the Company wishes to operate and use the Facility for marijuana transportation, as authorized by M.G.L. c. 94G if such operation is authorized and permitted by the City, and the City does not oppose such operation if lawful, authorized and permitted; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it opens and operates a lawful, authorized and permitted marijuana testing laboratory facility in the City; and

WHEREAS, the Company's representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to the negotiation of this Agreement but excluding any zoning or permitting relief; and

WHEREAS, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary; and

WHEREAS, the promises laid out in the Host Agreement are indeed a true measure of the remedy needed to compensate the City for the detriment incurred and the impact cost as a result of the City's acts and omissions in reliance on the promises contemplated by the parties; and
WHEREAS, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same.

WHEREAS, in consideration of the foregoing, the Company offers the following and the City would accept this Agreement in accordance with G.L. c. 94G §3(d) upon approval of this City Council.

NOW THEREFORE, IT IS ORDERED that the Honorable Mayor Stephen L. DiNatale be hereby authorized for and on behalf of said City to execute and deliver any and all documents and take any and all acts necessary, convenient and helpful to facilitate and execute the Agreement as attached or in form substantially similar thereto, and to site the facility as set forth above.
CITY OF FITCHBURG AND THE HUB CRAFT, LLC

COMMUNITY HOST BENEFIT AGREEMENT FOR MEDICAL AND NON-MEDICAL

MARIJUANA

CULTIVATION AND MANUFACTURING FACILITY

This Community Host Benefit Agreement (the “Agreement”) is entered into this day of __, 2019, by and between the City of Fitchburg, a Massachusetts municipal corporation, located at 166 Boulder Drive, Fitchburg, MA 01420 (the “City”) and The Hub Craft, LLC (the “Company”), a domestic for-profit corporation with an address of record of 25 Newport Street, Fitchburg, MA 01420 and a business address of 200 Spectrum Center Drive, Suite 300, Irvine, CA 92618.

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, sale and use of marijuana for non-medical purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the “CCC”) at 935 CMR 500.00 et seq. (the “CCC Regulations”) as well as for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana (the “Act”) and its implementing regulations at 935 CMR 501 et seq. (the “Medical Regulations”); and

WHEREAS, the Company proposes to locate and operate as a Medical and Non-Medical Marijuana cultivation and manufacturing facility at 25 Newport Street, Fitchburg, Massachusetts (the “Facility”) in accordance with the Regulations issued by the CCC; the Parties agree that the site at 25 Newport Street, Fitchburg, Massachusetts shall be considered the “area” in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

WHEREAS, when permitted to do so by law, the Company wishes to operate and use the Facility for medical and non-medical marijuana cultivation and manufacturing as authorized by the Act and M.G.L. c. 94G if such operation is authorized and permitted by the City, and the City does not oppose such operation if lawful, authorized and permitted; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and
WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it is licensed to operate a Facility for such medical or non-medical marijuana use and receives all required local approvals; and

WHEREAS, the Company’s representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to the negotiation of this Agreement but excluding any zoning or permitting relief; and

WHEREAS, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary; and

WHEREAS, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the City for the detriment incurred and the impact cost as a result of the City’s acts and omissions in reliance on the promises contemplated by the parties; and

WHEREAS, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same.

NOW THEREFORE, in consideration of the foregoing, the Company offers the following and the City accepts this Agreement in accordance with G.L. c. 94G §3(d):

a. The Company agrees to pay an impact fee to the City, in the amounts and under the terms provided herein ("Impact Fee"). The Treasurer of the City shall hold the Impact Fee, pursuant to and consistent with G.L. c. 94G §3(d). The purpose of the Impact Fee is to alleviate the impacts from the siting of the Facility within the City. The Parties have reviewed the various costs and impacts to the City of the siting and operation of the Facility. After review, the Parties agree that the Impact Fee listed herein is directly proportional and reasonably related to the costs and other impacts imposed upon the City by the siting and operation of the Facility; and the Company agrees to waive any claim that the Impact Fee specified in this Agreement is not a true
measure of the costs and other impacts experienced by the City. The parties agree that siting this and similar facilities can have costs and impacts including, but not limited to, a) the need to promote a positive perception of the City to other residents, visitors and businesses, b) an increased impact on the health and security of its Citizens, c) an increased impact on the roads and public services of the City, d) increased administrative and compliance costs, e) increased regulatory, police and inspectional services. Therefore, the parties agree that it is appropriate to use any Impact Fee or other funds paid hereunder to combat blight and other economic issues facing the City; to support substance abuse education, prevention, treatment, and housing; to repair or improve the City’s infrastructure and utility services; to increase public health, police and safety services; administrative, regulatory, inspectional and compliance services; legal fees and costs incurred in connection with the Company (except as otherwise provided for herein); and all other costs incurred in connection with the recited impacts. This Impact Fee has been calculated without reference to legal fees associated with the negotiation, drafting and execution of this Agreement. Notwithstanding the foregoing, the City may in its sole discretion expend the Impact Fee as it deems appropriate for alleviating the impacts of siting the Facility within the City, as it deems the impacts to be in its sole discretion.

b. The Company shall cooperate in supplying any documentation reasonably requested by the City as to itemization of any impact of siting the Facility within the City, upon the City’s request.

2. Term: The term of this Agreement shall begin on the date the Final License for cultivation or manufacturing of medical or non-medical marijuana at the Facility is issued by the CCC or other regulatory authority (the “Commencement Date”), and shall terminate on:

a. Any date in which any CCC or local license or permit is revoked, rescinded or expires without having been renewed; or

b. Upon an Event of Default including any period set forth herein to cure, as hereinafter defined in this Agreement, and termination by the City; or

c. Upon termination by the Company pursuant to Paragraph 15 hereof provided all payments due hereunder have been made.
d. Regardless of the reason for termination, upon termination the next Impact Payment (as defined within this Agreement), abated pro rata to the date of termination, shall be paid to the City by the Company (the "Final Impact Payment"). The Company shall pay the Final Impact Payment to the City within thirty (30) days after the date of termination.

e. The Agreement shall continue until termination even if payment of the Impact Payment ceases pursuant to requirement of law. The parties acknowledge that the terms of G.L. c. 94G §3(d) apply to this Agreement.

3. The term “Gross Sales” shall mean the grand total of all sales transactions without any deductions included in the figure. This definition shall include but not be limited to sales, including both retail and wholesale sales, to any other person or entity of medical or non-medical marijuana, marijuana infused products, marijuana accessories, and any other products that facilitate the use of marijuana, such as vaporizers, and as further defined in G.L. c. 94G §1, the Medical Regulations or the CCC Regulations, and any other merchandise or product sold by the Company cultivated, manufactured or sold from or through the Facility ("Goods"). Gross Sales of Goods occurring at the Company’s retail locations other than the Facility, if any, shall be valued at the price paid when such Goods are sold to any patient, retail customer, consumer or entity not owned by the Company. The definition of “retail customer” shall be the equivalent of the term “Consumer” as defined by the CCC Regulations.

a. If the Company uses the Facility for the purpose of cultivation, processing or manufacturing of Hemp at the Facility, as the term is defined by G.L. c. 94G, §1, and if any such Hemp is cultivated, processed or manufactured for the purpose of human ingestion or absorption, or otherwise sold, used or incorporated into medical or non-medical marijuana, then the sales of such Hemp shall be treated as Gross Sales of Goods as defined above, and shall be subject to an Impact Payment as set forth herein.

4. The Company shall forward to the City the following amounts as the Impact Payment:

a. Ten Thousand ($10,000.00) Dollars due upon the Commencement Date (the “Commencement Payment”). The Commencement Payment shall be credited against the initial Annual Payment, defined below.

b. The amount equal to One and One-quarter (1.25%) Percent of Gross Sales, calculated for the twelve (12) month period following the Commencement Date and each anniversary thereof (the “Impact Payment”).
c. The first Impact Payment shall be due within 30 days after the one year anniversary of the Commencement Date. Thereafter, the Company shall make the Impact Payment in equal quarterly installments every three months, with each payment due on the 30th day following the end of the three month period. At the option of the Company, the due date may be amended once, by written request, to align with its fiscal or tax quarterly filing obligations for ease of administration, but such amendment shall not change the total amount due.

d. In the City’s sole discretion, it may direct the Company to provide some services or materials on account of the amounts specified herein (the “Services”). In this event the Company shall provide independent verification of the value of said service or materials to the City upon request and in form satisfactory to the City (provided that any reasonable cost related solely to obtaining said independent verification shall be credited to the Impact Payments required hereunder), and the City shall credit the Impact Payment in said amounts. Notwithstanding the foregoing, the Company shall not be required to provide any Services in conflict with the Regulations. In any case, the Services shall not include the distribution of any assets protected by the Act or the Regulations (e.g. marijuana and marijuana infused products) to an individual that is not duly authorized to possess the same.

e. To the extent that the Impact Payment is limited by the law of the Commonwealth of Massachusetts at the time the Impact Payment is due to an amount less than that specified in this Agreement, the Impact Payment shall be decreased to the maximum amount permissible.

f. The company shall be required to make the Impact Payment for a five-year period commencing on the Commencement Date. At the conclusion of this five-year period, the parties shall enter into a new agreement as to the amount of the Impact Payment unless prohibited by statute or regulation.

5. The Company, in addition to any Services or Funds specified herein, shall verify the establishment of a single board within the Company (the “Community Relations Board”). Unless otherwise agreed by the parties, the Community Relations Board shall be comprised of a board of at least three (3) individuals who are residents of the City and any number of other individuals who may be residents or nonresidents of the City.
Pursuant to CCC Regulations, any and all individuals associated with the Facility shall be subject to the requisite background checks. As such, all members of the Community Relations Board shall agree to submit to background checks with the CCC. The CRB shall:

a. Maintain oversight authority relative to the site plan, the signage and appearance of the Facility, to the extent the same is controlled by the Company;

b. Advise as to what, if any, gifting program the Company may conduct and to identifying local charities or charitable purposes as potential recipients of a gift or grant of funds, goods and/or services by the Company;

c. Respond to inquiries, requests and complaints relative to the siting of the Facility in the City, and community needs.

d.

6. This Agreement and promises are contingent on the Company obtaining a Final License from the CCC to operate a medical or non-medical marijuana establishment within the City, and the Company’s receipt of any and all local approvals to locate, occupy and operate.

7. This Agreement and promises are contingent on the City Council’s acceptance of the Agreement pursuant to G.L. c. 94G §3(d), or at the option of the City pursuant to any other law or assignment.

8. If it at any time operates as a non-profit organization, the Company agrees that it will pay all personal property taxes that would otherwise be assessed if the Company was a for-profit non-manufacturing business organization for the property owned or used by the Company (hereinafter known as the “Full Personal Property Tax”) unless the Company supplies sufficient identifying information on the owners of all personal property used by the Company and the City collects the Full Personal Property Taxes from that entity. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company’s not-for-profit or other status.

9. If at any time it operates as a non-profit organization, the Company agrees that it will pay all real property taxes for the property owned or used by the Company to site the Facility that would otherwise be assessed if the Company was a for-profit, nonagricultural business organization owning the real-estate in which the Facility is sited (hereinafter known as the “Full Real Estate Tax”). However, the Company will not be responsible if the Company supplies sufficient identifying information on the owners of all real property used by the Company and the City collects the Full Real
Estate Tax from that entity or is otherwise capable of placing a lien in an amount equal to the Full Real-Estate Tax plus interest and penalties on the real estate for the nonpayment of the real estate taxes. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company’s not-for-profit or other status.

10. The Company agrees that jobs created at the Facility will be made available to City of Fitchburg residents. City residency will be a positive factor in hiring decisions at the Facility, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

11. This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses, required under the laws of the Commonwealth, the Fitchburg Zoning Ordinance, the Board of Health or any other applicable laws and regulations. By entering into this Agreement, the City is not required to issue such permits or licenses. The Company acknowledges that it is subject to a special permit or site plan review including façade improvements and screening of the facility.

12. The terms of this Agreement will not constitute a waiver of the City’s regulatory authority or of the Company’s applicant responsibilities not otherwise addressed by this Agreement. This Agreement does not affect, limit, or control the authority of any City departments, including boards and commissions, to issue fees, fines and penalties. This Agreement does not affect, limit, or control the authority of the City to levy taxes, whether authorized by any current or future regulation, act or statute or any amendment which may be enacted thereto, and any amounts specified above as Impact Payments, including but not limited to Paragraph 4, shall not constitute taxes or be creditable thereto.

13. Events of Default: The Company shall be deemed to have committed an event of default if any of the following occur:

a. the Company relocates the Facility outside of the City, without prior approval from the City or Ninety (90) day notice;

b. the Company fails to obtain, and maintain in good standing, all necessary local licenses and permits, and such failure remains uncured for thirty (30) days following written notice from the City;
c. the Company ceases to operate a Facility in the City;

d. the Company fails to make payments to the City as required under this Agreement, and such failure remains uncured for Thirty (30) days following written notice from the City;

e. the Company fails to participate in the Community Relations Board, unless otherwise limited or prevented from doing so; and,

f. CCC revokes the Company's license or denies the Company's application for renewal of its license (as provided in the CCC Regulations), provided that the Company is able to exercise all available remedies to re-establish good standing with the CCC.

14. Termination for Cause: The City may terminate this Agreement Thirty (30) days after the occurrence of any Event of Default. In addition, the City may terminate this Agreement for cause at any time by giving at least Ninety (90) days' notice, in writing, to the Company. Cause is defined as the Company's purposeful or negligent violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Facility. If the City terminates this Agreement the Final Impact Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Impact Payment to the City within thirty (30) days following the date of termination.

15. Termination by the Company: The Company may terminate this Agreement Ninety (90) days after cessation of operations of any Facility within the City. The Company shall provide notice to the City that it is ceasing to operate a Facility in the City and/or it is relocating to another facility outside of the City at least ninety (90) days prior to the cessation or relocation of operations. If the Company terminates this Agreement the Final Impact Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Impact Payment to the City within thirty (30) days following the date of termination.

16. If this agreement is terminated the Company shall:

   a. not be relieved of liability due under this contract until the Company discontinues operation of the Facility in Fitchburg; provided that, once the
Company does discontinue operation of the Facility in any event, it shall have no further obligations under Paragraphs 4 and 5 of this Agreement except for the Final Impact Payment as set forth above;

b. not be relieved of liability to the City for damages sustained by the City for personal injury or property damage, or any environmental impact caused by the operation of the Facility;

c. secure the real estate and personal property owned or used at the time of Default or Termination whichever is earlier, at its sole expense in such a manner so as not to permit waste to occur to the property;

d. pay all amounts due and reasonably anticipated to be due under this agreement through and until Company discontinues operation of the Facility in Fitchburg;

e. provide the City with adequate security for amounts due and reasonably anticipated to be due under this agreement, including but not limited to security for any reasonable damages sustained by the City due to personal injury, property damage or environmental impact caused by the operation of the Facility; and

f. cease and desist operations immediately after the expiration of the Ninety (90) Day notice for cause provided for in paragraph 14, unless otherwise ordered by the Mayor.

g. Unless the Company ceases all operations within the City, enter into a new Community Host Agreement which is consistent with the then existing law.

17. Anything contained herein to the contrary notwithstanding, in the event the Company fails to locate a Facility in the City of Fitchburg this agreement shall become null and void without further recourse of either party after the Company contributes Three Thousand ($3,000.00) to the City’s Legal Department for the meetings, the negotiation and execution of this Agreement as required in Paragraph 27 below.

18. In the event that the Company desires to relocate the Facility within the City of Fitchburg it must obtain approval of the new location by the City.
19. This agreement is entered into with the understanding that the Commonwealth has permitted cultivation, processing and sale of marijuana for both medical and non-medical purposes, that the Company shall seek a permit or special permit for both medical and non-medical marijuana cultivation and manufacturing if required, and that the terms of this Agreement shall be interpreted in accordance with the CCC Regulations therefor, as the same may apply. The parties may execute a subsequent memo clarifying the application of the terminology of this agreement to medical or non-medical marijuana activities should changes in the regulations of the CCC require interpretation of this agreement. This agreement is entered into in recognition that recent changes in the CCC regulations as to medical and non-medical marijuana may require the execution of this subsequent memo.

20. The Company, its successors, and assigns hereby agrees that it shall not engage in cultivating, selling or processing marijuana and marijuana products within the City as a Marijuana Establishment as defined in M.G.L. c. 94G §1 (“Non-Medical Use”), unless and until the Company is permitted therefore by law and by the City through any reasonable and typical procedure the City may require, said approval not to be withheld in an arbitrary and capricious manner. In order for the Company to operate the Facility as a Medical Marijuana Treatment Center dispensing medical marijuana to patients, Marijuana Retailer with Gross Sales to consumers occurring at or by delivery from the Facility (should the same be permitted by future law and by local ordinance), or under any medical or non-medical marijuana license issued by the CCC other than the medical and non-medical cultivation and manufacturing licenses contemplated in this Agreement, in recognition that the impacts may be greater, the Company must enter into a new Community Host Agreement with the City as required by M.G.L. c. 94G §3(d) and comply with all local ordinances.

21. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of the Worcester Superior Court for the adjudication of disputes arising out of this Agreement. Furthermore, in the event of litigation between the City and the Company, neither party shall contest the validity of this agreement, and will stipulate that this agreement shall be enforced as a valid legally binding contract requiring the Company to pay an Impact Fee and that this obligation is supported by valuable consideration, or, at the City’s option, that the City is also entitled to enforcement under a theory known as detrimental reliance which is also identified commonly as promissory estoppel.

22. Any and all notices, 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, to the parties at the following addresses:

The City: Vincent Pusateri  
City Solicitor  
Fitchburg City Hall  
166 Boulder Dr.  
Fitchburg, MA 01420

with a copy to: A.J. Tourigny  
Mayor's Chief of Staff  
166 Boulder Dr.  
Fitchburg, MA 01420

Company: Howard Mao Natividad Tanyu  
The Hub Craft, LLC  
25 Newport Street  
Fitchburg, MA 01420

23. Subject to the final sentence of this Paragraph, the Company shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the City. In the event that the Company sells all or substantially all of its assets then the Company will also assign the obligations under this Agreement to the purchasing entity. The City shall not unreasonably delay, condition or withhold assent to such an assignment, and in the case of a merger or acquisition of the Company or a sale of all or substantially all of the Company's assets, the City shall limit its objections to such merger, sale or acquisition to financial stability or moral character of the resulting entity or purchaser, based on independent or objectively verifiable evidence.

24. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

25. The Company shall file with the City copies of the financial disclosures provided to the Commonwealth of Massachusetts including but not limited to the DPH, the CCC, the Department of Revenue and the Attorney General. The Company shall provide audited financial statements by a CPA firm qualified to do business in the Commonwealth of
Massachusetts in the event that in the City’s discretion the same is required as a result of a legitimate material question or controversy relative to the Company’s financial disclosure. Within thirty (30) days following one year after the Commencement Date and on an annual basis thereafter, the Company agrees to provide the City with complete and accurate State Tax Form 2, “Form of List” and such other documentation as is reasonably requested by the Assessors.

26. In the event that the Company defaults on its obligations under this Agreement, the financial condition of the Company is in question, or there exists the likelihood that the Company is intending to leave the City, the Company shall convey a security interest in the assets of the Company, to the extent allowed by law, in an amount sufficient to secure the outstanding balance and amounts which are reasonably anticipated to become due.

27. The Company shall contribute Three Thousand ($3,000.00) Dollars to the City’s Legal Department for the meetings, the negotiation and execution of this Agreement upon complete execution of the Agreement by all parties and approval by City Council. The Parties agree that this fee is for legal services associated with the drafting of this Agreement and is not part of the impacts experienced by the City due to the siting of the Facility and does not compromise any portion of the Impact Payment referred to above. Said fee is due and payable upon execution of the Agreement.

28. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement or the Laws of the Commonwealth of Massachusetts, the City shall be entitled to an award of attorney’s fees in the event it prevails.

29. Neither party shall bring any claim contesting the amount or validity of any payment made under the terms of this Agreement later than one (1) year after the date each payment is due under the terms hereunder, nor any claim contesting the validity of this Agreement later than one (1) year after the Commencement Date; provided, however, that any party may later bring such claims under a claim that this limitation has been equitably tolled as provided by the law of the Commonwealth of Massachusetts.

30. The Company shall comply with all laws, rules, regulations, and orders applicable to the Facility; such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work.
31. 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 offending provision shall be amended only so much as necessary to comply with the law and 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.

32. In the event that any Court of competent jurisdiction, department or agency of the Commonwealth of Massachusetts or other Regulatory Authority determines that the Impact Fee or Services received under this Agreement cannot be received pursuant to G.L. c. 94G §3(d), or any other provision of law, this agreement shall not become null and void, but shall remain in full force and effect and the monies tendered to the city shall be received pursuant to the then nominee of the City including but not limited to the Fitchburg Redevelopment Authority or other charitable organization, unless otherwise ordered by a court of competent jurisdiction.

33. The Company agrees to institute policies and procedures in support of the intended goals of the Social Equity Program provided for in Massachusetts law, which are to promote and encourage full participation in the regulated marijuana industry by people from communities which have been disproportionately harmed by marijuana prohibition. Implementation of these procedures and policies is vital as the City has been identified as an area of disproportionate impact. To minimize delay in achieving these goals, the Company agrees to institute procedures and policies to benefit said communities, including outreach for employment, procurement, and other support through the formation and operation of the Company’s Community Relations Board. The parties are committed to implementing a variety of programs actively engaging persons from communities of disproportionate impact to ensure their inclusion in the legal cannabis industry.

34. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the Company and the City with respect to the matters described.

35. This Agreement supersedes all prior Agreements, negotiations, and representations, either written or oral regarding a medical or non-medical marijuana cultivation and manufacturing facility between the parties, and it shall not be modified or amended except by a written document executed by the parties hereto.
36. Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution, and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.

37. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one in the same Agreement.

[The remainder of this page is intentionally left blank, signature pages to follow]

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

CITY OF FITCHBURG

Mayor
Stephen L. DiNatale For the
City of Fitchburg

Vincent P. Pusateri, II Esq. Approved as to legal form:
City Solicitor
COMPANY:

The Hub Craft, LLC

By: /s/ Howard Mao Natividad Tanyu
Title: Manager

State of: ____________________________
County of: __________________________

On this ___ day of __, 2019, before me, the undersigned notary public personally appeared Howard Mao Natividad Tanyu, Manager of The Hub Craft, LLC and proved to me through satisfactory evidence of identification being [ ] Driver's license or other state or federal government document bearing a photographic image; [ ] Oath of affirmation of credible witness known to me who knows the above signatory, or [ ] My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he signed the foregoing document voluntarily for its stated purpose.

Notary Public: ____________________________

My Commission Expires: ____________________________
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On March 26, 2019 before me, Robert H. Appert, Notary Public,
(insert name and title of the officer)

personally appeared Howard Mao Natividad Tanyu

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature] (Seal)

[Notary Public Seal with expiration date]
104-19. ORDERED THAT: The Honorable Mayor Stephen DiNatale is authorized on behalf of the City of Fitchburg to facilitate and execute the attached Community Host Benefit agreement with ACT Laboratories, LLC, for a Medical and Non-Medical Laboratory located at 143 John Fitch Highway, Fitchburg, MA.

City of Fitchburg

FITCHBURG CITY CLERK

In City Council, 2019 MAR 28 AM 9:15

ORDERED:— That

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, transportation and sale of marijuana for purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the “CCC”) at 935 CMR 500.000 et seq. (the “CCC Regulations”); and

WHEREAS, Stalk & Beans, Inc., LLC (the “Company”) proposes to locate and operate a Marijuana testing laboratory facility at 143 John Fitch Highway, Fitchburg, Massachusetts (the “Facility”) in accordance with the Regulations issued by the CCC; the Parties agree that the site at 143 John Fitch Highway, Fitchburg, Massachusetts shall be considered the “area” in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

WHEREAS, when permitted to do so by law, the Company wishes to operate and use the Facility for marijuana transportation, as authorized by M.G.L. c. 94G if such operation is authorized and permitted by the City, and the City does not oppose such operation if lawful, authorized and permitted; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it opens and operates a lawful, authorized and permitted marijuana testing laboratory facility in the City; and

WHEREAS, the Company’s representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to the negotiation of this Agreement but excluding any zoning or permitting relief; and

WHEREAS, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary; and

WHEREAS, the promises laid out in the Host Agreement are indeed a true measure of the remedy needed to compensate the City for the detriment incurred and the impact cost as a result of the City’s acts and omissions in reliance on the promises contemplated by the parties; and
Orders—Other

WHEREAS, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same.

WHEREAS, in consideration of the foregoing, the Company offers the following and the City would accept this Agreement in accordance with G.L. c. 94G §3(d) upon approval of this City Council.

NOW THEREFORE, IT IS ORDERED that the Honorable Mayor Stephen L. DiNatale be hereby authorized for and on behalf of said City to execute and deliver any and all documents and take any and all acts necessary, convenient and helpful to facilitate and execute the Agreement as attached or in form substantially similar thereto, and to site the facility as set forth above.
CITY OF FITCHBURG AND ACT LABORATORIES OF MASSACHUSETTS, LLC

COMMUNITY HOST BENEFIT AGREEMENT FOR
MEDICAL AND NON-MEDICAL MARIJUANA
INDEPENDENT TESTING LABORATORY

This Community Host Benefit Agreement (the "Agreement") is entered into this 8th__day of March______, 2019__, by and between the City of Fitchburg, a Massachusetts municipal corporation, located at 166 Boulder Drive, Fitchburg, MA 01420 (the "City") and ACT Laboratories Of Massachusetts LLC (the "Company"), a Massachusetts limited liability company with an address of record of 143 John Fitch Highway, Suite D, Massachusetts 01420.

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, sale and use of marijuana for non-medical purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the "CCC") at 935 CMR 500.000 et seq. (the "CCC Regulations"), as well as for medical purposes through Chapter 369 of the Acts of 2012, An Act for Humanitarian Medical Use of Marijuana (the "Act") and its implementing regulations at 105 CMR 725.000 et seq. (the "Regulations"); and

WHEREAS, the Company proposes to locate and operate a Non-Medical Marijuana Independent Testing Laboratory at 143 John Fitch Highway, Fitchburg, Massachusetts (the "Facility") in accordance with the CCC Regulations; the Parties agree that the site at 143 John Fitch Highway, Fitchburg, Massachusetts shall be considered the "area" in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

WHEREAS, when permitted to do so by law, the Company wishes to operate and use the Facility for a non-medical marijuana independent testing laboratory, as authorized by M.G.L. c. 94G if such operation is authorized and permitted by the City, and the City does not oppose such operation if lawful, authorized and permitted; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the proposed Facility may in the future wish to operate and use the Facility for the same independent testing laboratory use as to medical marijuana, if permitted to do so by the Department of Public Health ("DPH"), by the CCC, or other regulatory authority
of appropriate jurisdiction, and if the Proposed Facility is at that time located in a zoning
district that allows such medical marijuana use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for
herein in the event that it opens and operates a lawful, authorized and permitted non-
medical marijuana and/or medical marijuana independent testing laboratory in the City;
and

WHEREAS, the Company’s representations are intended to induce reliance on the part of
the City to whom the representation is made and in fact the Company has made a promise
which the Company should reasonably expect to induce action or forbearance of a definite
and substantial character on the part of the City, including but not limited to the negotiation
of this Agreement but excluding any zoning or permitting relief; and

WHEREAS, the acts or omissions by the City are in reasonable reliance on the
representations and said promises and said representations and promises have induced such
action or forbearance on the part of the City; and

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and
adequately remediated by the provisions hereof and only compliance or enforcement of the
same can avoid an injustice and therefore enforcement would be necessary; and

WHEREAS, the promises laid out in this document are indeed a true measure of the remedy
needed to compensate the City for the detriment incurred and the impact cost as a result of
the City’s acts and omissions in reliance on the promises contemplated by the parties; and

WHEREAS, the Company and the City understand that the promises contained herein are
intended to commit the Company and the City to the same.

NOW THEREFORE, in consideration of the foregoing, the Company offers the
following and the City accepts this Agreement in accordance with G.L. c. 94G §3(d):

a. The Company agrees to pay an impact fee to the City, in the amounts and
under the terms provided herein ("Impact Fee"). The Treasurer of the City
shall hold the Impact Fee, pursuant to and consistent with G.L. c. 94G §3(d).
The purpose of the Impact Fee is to alleviate the impacts from the siting of
the Facility within the City. The Parties have reviewed the various costs and
impacts to the City of the siting and operation of the Facility. After review,
the Parties agree that the Impact Fee listed herein is directly proportional
and reasonably related to the costs and other impacts imposed upon the City

2
by the siting and operation of the Facility; and the Company agrees to waive any claim that the Impact Fee specified in this Agreement is not a true measure of the costs and other impacts experienced by the City. The parties agree that siting this and similar facilities can have costs and impacts including, but not limited to, a) the need to promote a positive perception of the City to other residents, visitors and businesses, b) an increased impact on the health and security of its Citizens, c) an increased impact on the roads and public services of the City, d) increased administrative and compliance costs, e) increased regulatory, police and inspectional services. Therefore, the parties agree that it is appropriate to use any Impact Fee or other funds paid hereunder to combat blight and other economic issues facing the City; to support substance abuse education, prevention, treatment, and housing; to repair or improve the City's infrastructure and utility services; to increase public health, police and safety services; administrative, regulatory, inspectional and compliance services; legal fees and costs incurred in connection with this Agreement (except as otherwise provided for herein); and all other costs incurred in connection with the recited impacts. This Impact Fee has been calculated without reference to legal fees associated with the negotiation, drafting and execution of this Agreement. Notwithstanding the foregoing, the City may in its sole discretion expend the Impact Fee as it deems appropriate for alleviating the impacts of siting the Facility within the City, as it deems the impacts to be in its sole discretion.

b. The Company shall cooperate in supplying any documentation requested by the City as to itemization of any impact of siting the Facility within the City, upon the City's request.

2. Term: The term of this Agreement shall begin on the date on which the Final License for an independent testing laboratory of medical or non-medical marijuana at the Facility is issued by the DPH, CCC or other regulatory authority (the "Commencement Date"), and shall terminate on:

a. Any date in which any DPH, CCC or local license or permit is revoked, rescinded or expires without having been renewed; or

b. Upon an Event of Default including any period set forth herein to cure, as hereinafter defined in this Agreement, and termination by the City; or
c. Upon termination by the Company pursuant to Paragraph 14 hereof provided all payments due hereunder have been made.

d. Regardless of the reason for termination, upon termination the next Annual Payment (as defined within this Agreement), abated pro rata to the date of termination, shall be paid to the City by the Company (the “Final Annual Payment”). The Company shall pay the Final Annual Payment to the City within thirty (30) days after the date of termination.

e. The Agreement shall continue until termination even if payment of the Annual Fee ceases pursuant to requirement of law. The parties acknowledge that the terms of G.L. c. 94O §3(d) apply to this Agreement.

3. The Company shall forward to the City the following amounts as the Impact Fee:

a. Five Thousand ($5,000.00), due on the Commencement Date and due on each anniversary thereof (the “Annual Payment”).

b. Unless the company requests a different payment schedule set forth in this agreement, the first Annual Payment shall be due within 30 days of the one-year anniversary of the Commencement Date. Thereafter, the Company shall make the Annual Payment in equal quarterly installments every three months, with each payment due on the 30th day following the end of the three-month period. At the option of the Company, the due date may be amended once, by written request, so that the periodic payments hereunder shall align with its fiscal or tax quarterly filing obligations for ease of administration, but such amendment shall not change the total amount due.

c. The City and the Company may agree that the Company may provide certain services or materials in substitution of the amounts specified herein (the “Services”). In this event the Company shall provide independent verification of the value of said service or materials to the City upon request and in form satisfactory to the City (provided that any reasonable cost related solely to obtaining said independent verification shall be credited to the Annual Payments required hereunder), and the City shall credit the Annual Payment in said amounts. Notwithstanding the foregoing, the Company shall not be required to provide any Services in conflict with the Regulations. In any case, the Services shall not include the distribution of any assets protected by the Act or the Regulations (e.g. marijuana and marijuana infused products) to an individual that is not duly authorized to possess the
same.

d. To the extent that the Annual Payment is limited by the law of the Commonwealth of Massachusetts at the time the Annual Payment is due to an amount less than that specified in this Agreement, the Annual Payment shall be decreased to the maximum amount permissible.

e. The company shall be required to make the Annual Payment for a five-year period commencing on the Commencement Date. At the conclusion of this five-year period, the parties may enter into a new agreement as to the amount of the Impact Fee.

4. INTENTIONALLY LEFT BLANK

5. This Agreement and promises are contingent on the Company obtaining a Final License from the CCC, the DPH or other regulatory authority to operate a medical or non-medical marijuana establishment within the City, and the Company's operation of a lawful, authorized and permitted Facility within the City.

6. This Agreement and promises are contingent on the City Council's acceptance of the Agreement pursuant to G.L. c. 94G §3(d) and of any gift or grant being received pursuant to G.L. c. 44 § 53A, or at the option of the City pursuant to any other law or assignment.

7. If it at any time operates as a non-profit organization, the Company agrees that it will pay all personal property taxes that would otherwise be assessed if the Company was a for-profit non-manufacturing business organization for the property owned or used by the Company (hereinafter known as the "Full Personal Property Tax") unless the Company supplies sufficient identifying information on the owners of all personal property used by the Company and the City collects the Full Personal Property Taxes from that entity. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.

8. If it at any time operates as a non-profit organization, the Company agrees that it will pay all real property taxes for the property owned or used by the Company to site the Facility that would otherwise be assessed if the Company was a for-profit,
nonagricultural business organization owning the real-estate in which the Facility is sited (hereinafter known as the "Full Real Estate Tax"). However, the Company will not be responsible if the Company supplies sufficient identifying information on the owners of all real property used by the Company and the City collects the Full Real Estate Tax from that entity or is otherwise capable of placing a lien in an amount equal to the Full Real-Estate Tax plus interest and penalties on the real estate for nonpayment of the real estate taxes. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.

9. The Company agrees that it will consider City of Fitchburg residents for jobs created at the Facility. City residency will be a positive factor in hiring decisions at the Facility, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

10. This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses, required under the laws of the Commonwealth, the Fitchburg Zoning Ordinance, the Board of Health or any other applicable laws and regulations. By entering into this Agreement the City is not required to issue such permits or licenses. The Company acknowledges that it is subject to a special permit or site plan review including façade improvements and screening of the facility.

11. The terms of this Agreement will not constitute a waiver of the City's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement. This Agreement does not affect, limit, or control the authority of any City departments, including boards and commissions, to issue fees, fines and penalties. This Agreement does not affect, limit, or control the authority of the City to levy taxes, whether authorized by any current or future regulation, act or statute or any amendment which may be enacted thereon, and any amounts specified above as Impact Fees, gifts or grants, including but not limited to Paragraphs 3 and 4, shall not constitute taxes or be creditable thereto.

12. Events of Default: The Company shall be deemed to have committed an event of default if any of the following occur:

   a. the Company relocates the Facility outside of the City, without prior approval from the City or Ninety (90) day notice under section 14;
b. the Company fails to obtain, and maintain in good standing, all necessary local licenses and permits, and such failure remains uncured for thirty (30) days following written notice from the City;

c. [this is not consistent with section 14 and should be deleted];

d. the Company fails to make payments to the City as required under this Agreement, and such failure remains uncured for thirty (30) days following written notice from the City;

e. the Company fails to participate in the Community Relations Board [this needs to be defined], unless otherwise limited or prevented from doing so; and,

f. The DPH or CCC revokes the Company’s license or denies the Company’s application for renewal of its license (as provided in the DPH or CCC Regulations), provided that the Company is able to exercise all available remedies to re-establish good standing with the DPH or CCC.

13. Termination for Cause: The City may terminate this Agreement Thirty (30) days after the occurrence of any Event of Default. In addition, the City may terminate this Agreement for cause at any time by giving at least Ninety (90) days’ notice, in writing, to the Company. Cause is defined as the Company’s purposeful or negligent violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Facility. If the City terminates this Agreement the Final Annual Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Annual Payment to the City within thirty (30) days following the date of termination.

14. Termination by the Company: The Company may terminate this Agreement Ninety (90) days after cessation of operations of any Facility within the City. The Company shall provide notice to the City that it is ceasing to operate a Facility in the City and/or it is relocating to another facility outside of the City at least ninety (90) days prior to the cessation or relocation of operations. If the Company terminates this Agreement the Final Annual Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Annual Payment to the City within thirty (30) days following the date of termination.

15. Upon termination of this agreement the Company shall:
a. not be relieved of liability due under this contract until the Company discontinues operation of the Facility in Fitchburg; provided that, once the Company does discontinue operation of the Facility in any event, it shall have no further obligations under Paragraphs 3 and 4 of this Agreement except for the Final Annual Payment as set forth above;

b. not be relieved of liability to the City for damages sustained by the City for personal injury or property damage, or any environmental impact caused by the operation of the Facility;

c. secure the real estate and personal property owned or used at the time of Default or Termination whichever is earlier, at its sole expense in such a manner so as not to permit waste to occur to the property;

d. pay all amounts due under this agreement through and until Company discontinues operation of the Facility in Fitchburg;

e. provide the City with adequate security for amounts due and reasonably anticipated to be due under this agreement, including but not limited to security for any reasonable damages sustained by the City due to personal injury, property damage or environmental impact caused by the operation of the Facility; and

f. cease and desist operations immediately after the expiration of the Ninety (90) Day notice for cause provided for in paragraph 14, unless otherwise ordered by the Mayor.

g. Unless the Company ceases all operations within the City, enter into a new Community Host Agreement which is consistent with the then existing law.

16. Anything contained herein to the contrary notwithstanding, in the event the Company fails to locate a Facility in the City of Fitchburg this agreement shall become null and void without further recourse of either party after the Company contributes Three Thousand Five Hundred ($3,500.00) to the City’s Legal Department for the meetings, the negotiation and execution of this Agreement as required in Paragraph 26 below.

17. In the event that the Company desires to relocate the Facility within the City of
Fitchburg it must obtain approval of the new location by the City.

18. The parties may execute a subsequent memo clarifying the application of the terminology of this agreement to medical or non-medical marijuana activities should changes in the regulations of the CCC or DPH require interpretation of this agreement. This agreement is entered into in recognition that impending changes in the DPH or CCC regulations as to medical marijuana may require the execution of this subsequent memo.

19. The Company, its successors, and assigns hereby agrees that it shall not engage in use as an independent testing laboratory for medical or non-medical marijuana and marijuana products within the City as a Marijuana Establishment as defined in M.G.L. c. 94G §1 ("Non-Medical Use"), unless and until the Company is so permitted by law and by the City through any procedure the City may require. The parties have entered into this Agreement with the presumption, as set forth in Paragraph 18 above, that this Agreement shall serve as an acceptable host agreement for a non-medical marijuana independent testing laboratory or a medical marijuana independent testing laboratory, should the law permit an independent testing laboratory to service medical marijuana establishments. In order for the Company to operate the Facility as a Marijuana Retailer, a Marijuana Transporter, a Marijuana Cultivator, a Marijuana Manufacturer, or under any other type of marijuana license issued by the CCC, or as a medical marijuana entity under the DPH other than an independent testing laboratory, in recognition that the impacts may be greater, the Company must enter into a new Community Host Agreement with the City as required by M.G.L. c. 94G §3(d) and comply with all local ordinances.

20. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of the Worcester Superior Court for the adjudication of disputes arising out of this Agreement. Furthermore, in the event of litigation between the City and the Company, neither party shall contest the validity of this agreement, and will stipulate that this agreement shall be enforced as a valid legally binding contract requiring the Company to pay an Impact Fee and/or to make the gift or grant and that this obligation is supported by valuable consideration, or, at the City’s option, that the City is also entitled to enforcement under a theory known as detrimental reliance which is also identified commonly as promissory estoppel.

21. Any and all notices, 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,
to the parties at the following addresses:

The City: Vincent Pusateri
City Solicitor
Fitchburg City Hall
166 Boulder Dr.
Fitchburg, MA 01420

with a copy to: A.J. Tourigny
Mayor’s Chief of Staff
166 Boulder Dr.
Fitchburg, MA 01420

Company: Jeffrey S. Nemeth
ACT Laboratories of Massachusetts, LLC
c/o ACT Laboratories, Inc.
617 E. Hazel Street
Lansing, MI 48912

22. Subject to the final sentence of this Paragraph, the Company shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the City. In the event that the Company sells all or substantially all of its assets then the Company will also assign the obligations under this Agreement to the purchasing entity. The City shall not unreasonably delay, condition or withhold assent to such an assignment, and in the case of a merger or acquisition of the Company or a sale of all or substantially all of the Company’s assets, the City shall limit its objections to such merger, sale or acquisition to financial stability or moral character of the resulting entity or purchaser, based on independent or objectively verifiable evidence.

23. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

24. The Company shall file with the City copies of the financial disclosures provided to the Commonwealth of Massachusetts including but not limited to the DPH, the CCC, the Department of Revenue and the Attorney General. The Company shall provide audited financial statements by a CPA firm qualified to do business in the Commonwealth of Massachusetts in the event that in the City’s discretion the same is required as a result of
a legitimate material question or controversy relative to the Company’s financial disclosure. Within thirty (30) days following one year after the Commencement Date and on an annual basis thereafter, the Company agrees to provide the City with complete and accurate State Tax Form 2, “Form of List” and such other documentation as is reasonably requested by the Assessors.

25. In the event that the Company defaults on its obligations under this Agreement, the financial condition of the Company is in question, or there exists the likelihood that the Company is intending to leave the City, the Company shall convey a security interest in the assets of the Company, to the extent allowed by law, in an amount sufficient to secure the outstanding balance and amounts which are reasonably anticipated to become due.

26. The Company shall contribute One Thousand Five Hundred ($1,500.00) Dollars to the City’s Legal Department for the meetings, the negotiation and execution of this Agreement upon complete execution of the Agreement by all parties and approval by City Council. The Parties agree that this fee is for legal services associated with the drafting of this Agreement and is not part of the impacts experienced by the City due to the siting of the Facility, and does not compromise any portion of the Impact Fee referred to above. Said fee is due and payable upon execution of the Agreement.

27. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement or the Laws of the Commonwealth of Massachusetts, either party shall be entitled to an award of attorney’s fees in the event it prevails.

28. The Company shall bring no claim contesting the amount or validity of any payment made under the terms of this Agreement later than one (1) year after the date each payment is due under the terms hereunder, and shall bring no claim contesting the validity of this Agreement later than one (1) year after the Commencement Date; provided, however, that the Company may later bring such claims under a claim that this limitation has been equitably tolled as provided by the law of the Commonwealth of Massachusetts.

29. The Company shall comply with all laws, rules, regulations, and orders applicable to the Facility; such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work.
30. 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 offending provision shall be amended only so much as necessary to comply with the law and 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.

31. In the event that any Court of competent jurisdiction, department or agency of the Commonwealth of Massachusetts or other Regulatory Authority determines that the Impact Fee, gifts, grants or Services received under this Agreement cannot be received pursuant to G.L. c. 94G §3(d), or pursuant to G.L. c. 44 §53A, or any other provision of law, this agreement shall not become null and void, but shall remain in full force and effect and the monies tendered to the city shall be received pursuant to the then nominee of the City including but not limited to the Fitchburg Redevelopment Authority or other charitable organization, unless otherwise ordered by a court of competent jurisdiction.

32. The Company agrees to institute policies and procedures in support of the intended goals of the Social Equity Program provided for in Massachusetts law, which are to promote and encourage full participation in the regulated marijuana industry by people from communities which have been disproportionately harmed by marijuana prohibition. Implementation of these procedures and policies is vital as the City has been identified as an area of disproportionate impact. To minimize delay in achieving these goals, the Company agrees to institute procedures and policies to benefit said communities, including outreach for employment, procurement, and other support through the formation and operation of the Company’s Community Relations Board. The parties are committed to implementing a variety of programs actively engaging persons from communities of disproportionate impact to ensure their inclusion in the legal cannabis industry.

33. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the Company and the City with respect to the matters described.

34. This Agreement supersedes all prior Agreements, negotiations, and representations, either written or oral regarding a non-medical marijuana cultivation and processing facility between the parties, and it shall not be modified or amended except by a written document executed by the parties hereto.

35. Each of the parties acknowledges that it has been advised by counsel, or had the
opportunity to be advised by counsel, in the drafting, negotiation, execution, and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.

36. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one in the same Agreement.

[The remainder of this page is intentionally left blank, signature pages to follow]
In WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF FITCHBURG

Mayor Stephen L. DiNatale
For the City of Fitchburg

Vincent P. Pusateri, II Esq.
Approved as to legal form:
City Solicitor
COMPANY:

ACT Laboratories of Massachusetts, LLC.

By: Jeffrey S. Nemeth
Title: Manager

State of Michigan
County of

On this 13 day of March, 2019, before me, the undersigned notary public personally appeared Jeffrey S. Nemeth, Manager of ACT Laboratories of Massachusetts, LLC. and proved to me through satisfactory evidence of identification being [ ] Driver’s license or other state or federal government document bearing a photographic image; [ ] Oath of affirmation of credible witness known to me who knows the above signatory, or [ ] My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he signed the foregoing document voluntarily for its stated purpose.

Notary Public:

My Commission Expires: 10/17/24

Order adopted under Suspension of the Rules by unanimous vote. 9 members present. Board consists of 11 members. Order signed by the Mayor April 4, 2019.
The following Order was referred to the Legislative Affairs Committee by vote of 8 in favor and 1 opposed (Squailia):

185-19. ORDERED THAT: The Honorable Mayor Stephen DiNatale is authorized on behalf of the City of Fitchburg to facilitate and execute the attached Community Host Benefit agreement with Fresh Connection Boston, LLC, for a Non-medical Marijuana cultivation and processing facility located at 175 Kimball Street, Fitchburg, MA.

ORDERED:-- That

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, sale and use of marijuana for non-medical purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the “CCC”) at 935 CMR 500.000 et seq. (the “CCC Regulations”); and

WHEREAS, Fresh Connection Boston LLC (the “Company”) proposes to locate and operate a Non-Medical Marijuana cultivation and processing facility at 175 Kimball Street, Fitchburg, Massachusetts (the “Facility”) in accordance with the Regulations issued by the CCC; the Parties agree that the site at 175 Kimball Street, Fitchburg, Massachusetts shall be considered the “area” in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

WHEREAS, when permitted to do so by law, the Company wishes to operate and use the Facility for non-medical marijuana cultivation and processing, as authorized by M.G.L. c. 94G if such operation is authorized and permitted by the City, and the City does not oppose such operation if lawful, authorized and permitted; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it opens and operates a lawful, authorized and permitted non-medical marijuana cultivation and processing Facility in the City; and

WHEREAS, the Company’s representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite and substantial character on the part of the City, including but not limited to the negotiation of this Agreement but excluding any zoning or permitting relief; and
WHEREAS, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary; and

WHEREAS, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the City for the detriment incurred and the impact cost as a result of the City’s acts and omissions in reliance on the promises contemplated by the parties; and

WHEREAS, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same.

NOW THEREFORE, in consideration of the foregoing, the Company offers the following and the City accepts this Agreement in accordance with G.L. c. 940 §3(d).

NOW THEREFORE, IT IS ORDERED that the Honorable Mayor Stephen L. DiNatale be hereby authorized for and on behalf of said City to execute and deliver any and all documents and take any and all acts necessary, convenient and helpful to facilitate and execute the Agreement as attached or in form substantially similar thereto, and to site the facility as set forth above.
CITY OF FITCHBURG AND THE FRESH CONNECTION BOSTON LLC

COMMUNITY HOST BENEFIT AGREEMENT FOR NON-MEDICAL MARIJUANA

CULTIVATION FACILITY

This Community Host Benefit Agreement (the "Agreement") is entered into this 1st day of March, 2019, by and between the City of Fitchburg, a Massachusetts municipal corporation, located at 166 Boulder Drive, Fitchburg, MA 01420 (the "City") and The Fresh Connection Boston LLC (the "Company"), a Massachusetts for-profit corporation with an address of record of 86 M Street, Boston, MA 02127.

WHEREAS, the Commonwealth of Massachusetts has permitted the legal cultivation, processing, sale and use of marijuana for non-medical purposes through M.G.L. c. 94G and implementing regulations of the Cannabis Control Commission (the "CCC") at 925 CMR 500.000 et seq. (the "CCC Regulations"); and

WHEREAS, the Company proposes to locate and operate as a Non-Medical Marijuana cultivation facility at 175 Kimball Street, Fitchburg, Massachusetts (the "Facility") in accordance with the Regulations issued by the CCC; the Parties agree that the site at 175 Kimball Street, Fitchburg, Massachusetts shall be considered the "area" in which the Facility is located and shall extend no further than the property boundaries of the premises leased or owned by the Company; and

WHEREAS, when permitted to do so by law, the Company wishes to operate and use the Facility for non-medical marijuana cultivation as authorized by M.G.L. c. 94G if such operation is authorized and permitted by the City, and the City does not oppose such operation if lawful, authorized and permitted; and

WHEREAS, the proposed Facility is located in a zoning district that allows such use by right or by local permitting; and

WHEREAS, the Company promises to provide certain benefits to the City as provided for herein in the event that it is licensed to operate a Facility for such non-medical marijuana use and receives all required local approvals; and

WHEREAS, the Company’s representations are intended to induce reliance on the part of the City to whom the representation is made and in fact the Company has made a promise which the Company should reasonably expect to induce action or forbearance of a definite
and substantial character on the part of the City, including but not limited to the negotiation of this Agreement but excluding any zoning or permitting relief; and

WHEREAS, the acts or omissions by the City are in reasonable reliance on the representations and said promises and said representations and promises have induced such action or forbearance on the part of the City; and

WHEREAS, the detriment to the City as a consequence of the act or omission is fairly and adequately remediated by the enclosed provisions and only compliance or enforcement of the same can avoid an injustice and therefore enforcement would be necessary; and

WHEREAS, the promises laid out in this document are indeed a true measure of the remedy needed to compensate the City for the detriment incurred and the impact cost as a result of the City’s acts and omissions in reliance on the promises contemplated by the parties; and

WHEREAS, the Company and the City understand that the promises contained herein are intended to commit the Company and the City to the same.

NOW THEREFORE, in consideration of the foregoing, the Company offers the following and the City accepts this Agreement in accordance with G.L. c. 94G §3(d):

a. The Company agrees to pay an impact fee to the City, in the amounts and under the terms provided herein ("Impact Fee"). The Treasurer of the City shall hold the Impact Fee, pursuant to and consistent with G.L. c. 94G §3(d). The purpose of the Impact Fee is to alleviate the impacts from the siting of the Facility within the City. The Parties have reviewed the various costs and impacts to the City of the siting and operation of the Facility. After review, the Parties agree that the Impact Fee listed herein is directly proportional and reasonably related to the costs and other impacts imposed upon the City by the siting and operation of the Facility; and the Company agrees to waive any claim that the Impact Fee specified in this Agreement is not a true measure of the costs and other impacts experienced by the City. The parties agree that siting this and similar facilities can have costs and impacts including, but not limited to, a) the need to promote a positive perception of the City to other residents, visitors and businesses, b) an increased impact on the health and security of its Citizens, c) an increased impact on the roads and public services of the City, d) increased administrative and compliance costs, e) increased regulatory, police and inspectional services. Therefore, the parties agree that it is appropriate to use any Impact Fee or other funds paid hereunder to combat blight and other economic issues facing the City;
to support substance abuse education, prevention, treatment, and housing; to repair or improve the City’s infrastructure and utility services; to increase public health, police and safety services; administrative, regulatory, inspectional and compliance services; legal fees and costs incurred in connection with the Company (except as otherwise provided for herein); and all other costs incurred in connection with the recited impacts. This Impact Fee has been calculated without reference to legal fees associated with the negotiation, drafting and execution of this Agreement. Notwithstanding the foregoing, the City may in its sole discretion expend the Impact Fee as it deems appropriate for alleviating the impacts of siting the Facility within the City, as it deems the impacts to be in its sole discretion.

b. The Company shall cooperate in supplying any documentation reasonably requested by the City as to itemization of any impact of siting the Facility within the City, upon the City’s request.

2. Term: The term of this Agreement shall begin on the date the Final License for cultivation of non-medical marijuana at the Facility is issued by the CCC or other regulatory authority (the “Commencement Date”), and shall terminate on:

a. Any date in which any CCC or local license or permit is revoked, rescinded or expires without having been renewed; or

b. Upon an Event of Default including any period set forth herein to cure, as hereinafter defined in this Agreement, and termination by the City; or

c. Upon termination by the Company pursuant to Paragraph 15 hereof provided all payments due hereunder have been made.

d. Regardless of the reason for termination, upon termination the next Impact Payment (as defined within this Agreement), abated pro rata to the date of termination, shall be paid to the City by the Company (the “Final Impact Payment”). The Company shall pay the Final Impact Payment to the City within thirty (30) days after the date of termination.

e. The Agreement shall continue until termination even if payment of the Impact Payment ceases pursuant to requirement of law. The parties acknowledge that the terms of G.L. c. 94G §3(d) apply to this Agreement.
3. The term “Gross Sales” shall mean the grand total of all sales transactions without any deductions included in the figure. This definition shall include but not be limited to sales, including both retail and wholesale sales, to any other person or entity of non-medical marijuana, marijuana infused products, marijuana accessories, and any other products that facilitate the use of marijuana, such as vaporizers, and as further defined in G.L. c. 94G §1 or the CCC Regulations, and any other merchandise or product sold by the Company cultivated, processed or sold from or through the Facility (“Goods”). Gross Sales of Goods occurring at the Company’s retail locations other than the Facility, if any, shall be valued at the price paid when such Goods are sold to any patient, retail customer, consumer or entity not owned by the Company. The definition of “retail customer” shall be the equivalent of the term “Consumer” as defined by the CCC Regulations.

   a. If the Company uses the Facility for the purpose of cultivation, processing or manufacturing of Hemp at the Facility, as the term is defined by G.L. c. 94G, §1, and if any such Hemp is cultivated, processed or manufactured for the purpose of human ingestion or absorption, or otherwise sold, used or incorporated into medical or non-medical marijuana, then the sales of such Hemp shall be treated as Gross Sales of Goods as defined above, and shall be subject to an Impact Payment as set forth herein.

4. The Company shall forward to the City the following amounts as the Impact Payment:

   a. Ten Thousand ($10,000) Dollars due upon the Commencement Date (the “Commencement Payment”). The Commencement Payment shall be credited against the initial Annual Payment, defined below.

   b. The amount equal to One and One-quarter (1.25%) Percent of Gross Sales, calculated for the twelve (12) month period following the Commencement Date and each anniversary thereof (the “Impact Payment”).

   c. The first Impact Payment shall be due within 30 days after the one year anniversary of the Commencement Date. Thereafter, the Company shall make the Impact Payment in equal quarterly installments every three months, with each payment due on the 30th day following the end of the three month period. At the option of the Company, the due date may be amended once, by written request, to align with its fiscal or tax quarterly filing obligations for ease of administration, but such amendment shall not change the total amount due.
d. In the City’s sole discretion, it may direct the Company to provide some services or materials on account of the amounts specified herein (the “Services”). In this event the Company shall provide independent verification of the value of said service or materials to the City upon request and in form satisfactory to the City (provided that any reasonable cost related solely to obtaining said independent verification shall be credited to the Impact Payments required hereunder), and the City shall credit the Impact Payment in said amounts. Notwithstanding the foregoing, the Company shall not be required to provide any Services in conflict with the Regulations. In any case, the Services shall not include the distribution of any assets protected by the Act or the Regulations (e.g. marijuana and marijuana infused products) to an individual that is not duly authorized to possess the same.

e. To the extent that the Impact Payment is limited by the law of the Commonwealth of Massachusetts at the time the Impact Payment is due to an amount less than that specified in this Agreement, the Impact Payment shall be decreased to the maximum amount permissible.

f. The company shall be required to make the Impact Payment for a five-year period commencing on the Commencement Date. At the conclusion of this five-year period, the parties shall enter into a new agreement as to the amount of the Impact Payment unless prohibited by statute or regulation.

5. The Company, in addition to any Services or Funds specified herein, shall verify the establishment of a single board within the Company (the “Community Relations Board”) with oversight authority over, to the extent the same is controlled by the Company, the site plan, the signage and appearance of the Facility; provided, however, nothing herein shall prevent the CCC from having final approval over the Community Relations Board’s oversight.

a. The Community Relations Board shall identify local charities or charitable purposes as recipients of a gift or grant of funds, goods and/or services by the Company, to benefit local charities or to contribute to addressing the City’s needs. The Company shall fund gifts or grants as local needs are identified to it by its Community Relations Board in an amount of 1% of gross sales annually, up to $35,000, in excess of its obligation under any other agreement, to make a meaningful contribution to local charities or the
City's needs. The Community Relations Board shall identify local charities or charitable purposes to the Company on the first anniversary of the Commencement Date with subsequent gifts or grants occur on each anniversary thereof.

b. The City's needs and local charities shall be identified by the Community Relations Board.

c. Unless otherwise agreed by the parties, the Community Relations Board shall be comprised of a board of at least three (3) individuals who are residents of the City and any number of other individuals who may be residents or nonresidents of the City. The Mayor may recommend City residents to serve on the board. The Company shall then establish the Community Relations board. The Community Relations Board shall meet to identify City needs and local charities and to make gifts or grants as aforesaid not less than twice per calendar year.

d. Pursuant to the CCC Regulations, any and all individuals associated with the Facility shall be subject to the requisite background checks. As such, all members of the Community Relations Board shall agree to submit to background checks with the CCC.

6. This Agreement and promises are contingent on the Company obtaining a Final License from the CCC to operate a non-medical marijuana establishment within the City, and the Company's receipt of any and all local approvals to locate, occupy and operate.

7. This Agreement and promises are contingent on the City Council's acceptance of the Agreement pursuant to G.L. c. 94G §3(d) and of any gift or grant being received pursuant to G.L. c. 44 § 53A, or at the option of the City pursuant to any other law or assignment.

8. If it at any time operates as a non-profit organization, the Company agrees that it will pay all personal property taxes that would otherwise be assessed if the Company was a for-profit non-manufacturing business organization for the property owned or used by the Company (hereinafter known as the "Full Personal Property Tax") unless the Company supplies sufficient identifying information on the owners of all personal property used by the Company and the City collects the Full Personal Property Taxes from that entity. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company's not-for-profit or other status.
9. If at any time it operates as a non-profit organization, the Company agrees that it will pay all real property taxes for the property owned or used by the Company to site the Facility that would otherwise be assessed if the Company was a for-profit, nonagricultural business organization owning the real-estate in which the Facility is sited (hereinafter known as the “Full Real Estate Tax”). However, the Company will not be responsible if the Company supplies sufficient identifying information on the owners of all real property used by the Company and the City collects the Full Real Estate Tax from that entity or is otherwise capable of placing a lien in an amount equal to the Full Real-Estate Tax plus interest and penalties on the real estate for the nonpayment of the real estate taxes. In no event shall the Company apply for a reduction or elimination of property taxes due to the Company’s not-for-profit or other status.

10. The Company agrees that jobs created at the Facility will be made available to City of Fitchburg residents. City residency will be a positive factor in hiring decisions at the Facility, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

11. This Agreement does not affect, limit, or control the authority of any City department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any necessary local permits or licenses, required under the laws of the Commonwealth, the Fitchburg Zoning Ordinance, the Board of Health or any other applicable laws and regulations. By entering into this Agreement, the City is not required to issue such permits or licenses. The Company acknowledges that it is subject to a special permit or site plan review including façade improvements and screening of the facility.

12. The terms of this Agreement will not constitute a waiver of the City’s regulatory authority or of the Company’s applicant responsibilities not otherwise addressed by this Agreement. This Agreement does not affect, limit, or control the authority of any City departments, including boards and commissions, to issue fees, fines and penalties. This Agreement does not affect, limit, or control the authority of the City to levy taxes, whether authorized by any current or future regulation, act or statute or any amendment which may be enacted thereto, and any amounts specified above as Impact Payments, gifts or grants, including but not limited to Paragraphs 4 and 5, shall not constitute taxes or be creditable thereto.

13. Events of Default: The Company shall be deemed to have committed an event of default if any of the following occur:
a. the Company relocates the Facility outside of the City, without prior approval from the City or Ninety (90) day notice;

b. the Company fails to obtain, and maintain in good standing, all necessary local licenses and permits, and such failure remains uncured for thirty (30) days following written notice from the City;

c. the Company ceases to operate a Facility in the City;

d. the Company fails to make payments to the City as required under this Agreement, and such failure remains uncured for Thirty (30) days following written notice from the City;

e. the Company fails to participate in the Community Relations Board, unless otherwise limited or prevented from doing so; and,

f. CCC revokes the Company's license or denies the Company's application for renewal of its license (as provided in the CCC Regulations), provided that the Company is able to exercise all available remedies to re-establish good standing with the CCC.

14. Termination for Cause: The City may terminate this Agreement Thirty (30) days after the occurrence of any Event of Default. In addition, the City may terminate this Agreement for cause at any time by giving at least Ninety (90) days' notice, in writing, to the Company. Cause is defined as the Company's purposeful or negligent violation of any applicable laws of the Commonwealth, or local ordinances and regulations, with respect to the operation of a Facility. If the City terminates this Agreement the Final Impact Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Impact Payment to the City within thirty (30) days following the date of termination.

15. Termination by the Company: The Company may terminate this Agreement Ninety (90) days after cessation of operations of any Facility within the City. The Company shall provide notice to the City that it is ceasing to operate a Facility in the City and/or it is relocating to another facility outside of the City at least ninety (90) days prior to the cessation or relocation of operations. If the Company terminates this Agreement the Final Impact Payment (as defined within this Agreement) shall be paid to the City by the Company. The Company shall pay the Final Impact Payment to the City within thirty
(30) days following the date of termination.

16. If the City terminates this agreement the Company shall:
   a. not be relieved of liability due under this contract until the Company discontinues operation of the Facility in Fitchburg; provided that, once the Company does discontinue operation of the Facility in any event, it shall have no further obligations under Paragraphs 4 and 5 of this Agreement except for the Final Impact Payment as set forth above;
   b. not be relieved of liability to the City for damages sustained by the City for personal injury or property damage, or any environmental impact caused by the operation of the Facility;
   c. secure the real estate and personal property owned or used at the time of Default or Termination whichever is earlier, at its sole expense in such a manner so as not to permit waste to occur to the property;
   d. pay all amounts due and reasonably anticipated to be due under this agreement through and until Company discontinues operation of the Facility in Fitchburg;
   e. provide the City with adequate security for amounts due and reasonably anticipated to be due under this agreement, including but not limited to security for any reasonable damages sustained by the City due to personal injury, property damage or environmental impact caused by the operation of the Facility; and
   f. cease and desist operations immediately after the expiration of the Ninety (90) Day notice for cause provided for in paragraph 14, unless otherwise ordered by the Mayor.
   g. Unless the Company ceases all operations within the City, enter into a new Community Host Agreement which is consistent with the then existing law.

17. Anything contained herein to the contrary notwithstanding, in the event the Company fails to locate a Facility in the City of Fitchburg this agreement shall become null and void without further recourse of either party after the Company contributes Three
18. In the event that the Company desires to relocate the Facility within the City of Fitchburg it must obtain approval of the new location by the City.

19. This agreement is entered into with the understanding that the Commonwealth has permitted cultivation, processing and sale of marijuana for both medical and non-medical purposes. In the event the Company engages in any medical marijuana cultivation and manufacturing at the Facility, then the parties agree that the Company shall seek a permit or special permit therefor if required, and that the terms of this Agreement may be applied to the use of the Facility as a medical marijuana cultivator or processor, and shall be interpreted in accordance with the CCC Regulations therefor, as the same may apply. The parties may execute a subsequent memo clarifying the application of the terminology of this agreement to medical or non-medical marijuana activities should changes in the regulations of the CCC or DPH require interpretation of this agreement. This agreement is entered into in recognition that recent changes in the DPH or CCC regulations as to medical marijuana may require the execution of this subsequent memo.

20. The Company, its successors, and assigns hereby agrees that it shall not engage in cultivating, selling or processing marijuana and marijuana products within the City as a Marijuana Establishment as defined in M.G.L. c. 94G §1 (“Non-Medical Use”), unless and until the Company is permitted therefore by law and by the City through any reasonable and typical procedure the City may require, said approval not to be withheld in an arbitrary and capricious manner. In order for the Company to operate the Facility as a Medical Marijuana Treatment Center, Marijuana Retailer with Gross Sales to consumers occurring at or by delivery from the Facility (should the same be permitted by future law and by local ordinance), or under any medical or non-medical marijuana license issued by the CCC other than the non-medical cultivation license contemplated in this Agreement, in recognition that the impacts may be greater, the Company must enter into a new Community Host Agreement with the City as required by M.G.L. c. 94G §3(d) and comply with all local ordinances.

21. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of the Worcester Superior Court for the adjudication of disputes arising out of this Agreement. Furthermore, in the event of litigation between the City and the Company, neither party shall contest the validity of this agreement, and will stipulate that this agreement shall be enforced as a valid legally binding contract requiring the
Company to pay an Impact Fee and/or to make the gift or grant and that this obligation is supported by valuable consideration, or, at the City’s option, that the City is also entitled to enforcement under a theory known as detrimental reliance which is also identified commonly as promissory estoppel.

22. Any and all notices, 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, to the parties at the following addresses:

The City: Vincent Pusateri  
City Solicitor  
Fitchburg City Hall  
166 Boulder Dr.  
Fitchburg, MA 01420

with a copy to: A.J. Tourigny  
Mayor’s Chief of Staff  
166 Boulder Dr.  
Fitchburg, MA 01420

Company: William Seagaard, Manager  
The Fresh Connection Boston LLC  
86 M Street  
Boston, MA 02127

23. Subject to the final sentence of this Paragraph, the Company shall not assign, sublet, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, and shall not assign any of the moneys payable under this Agreement, except by and with the written consent of the City. In the event that the Company sells all or substantially all of its assets then the Company will also assign the obligations under this Agreement to the purchasing entity. The City shall not unreasonably delay, condition or withhold assent to such an assignment, and in the case of a merger or acquisition of the Company or a sale of all or substantially all of the Company’s assets, the City shall limit its objections to such merger, sale or acquisition to financial stability or moral character of the resulting entity or purchaser, based on independent or objectively verifiable evidence.
24. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives.

25. The Company shall file with the City copies of the financial disclosures provided to the Commonwealth of Massachusetts including but not limited to the DPH, the CCC, the Department of Revenue and the Attorney General. The Company shall provide audited financial statements by a CPA firm qualified to do business in the Commonwealth of Massachusetts in the event that in the City's discretion the same is required as a result of a legitimate material question or controversy relative to the Company's financial disclosure. Within thirty (30) days following one year after the Commencement Date and on an annual basis thereafter, the Company agrees to provide the City with complete and accurate State Tax Form 2, "Form of List" and such other documentation as is reasonably requested by the Assessors.

26. In the event that the Company defaults on its obligations under this Agreement, the financial condition of the Company is in question, or there exists the likelihood that the Company is intending to leave the City, the Company shall convey a security interest in the assets of the Company, to the extent allowed by law, in an amount sufficient to secure the outstanding balance and amounts which are reasonably anticipated to become due.

27. The Company shall contribute Three Thousand ($3,000.00) Dollars to the City's Legal Department for the meetings, the negotiation and execution of this Agreement upon complete execution of the Agreement by all parties and approval by City Council. The Parties agree that this fee is for legal services associated with the drafting of this Agreement and is not part of the impacts experienced by the City due to the siting of the Facility, and does not compromise any portion of the Impact Payment referred to above. Said fee is due and payable upon execution of the Agreement.

28. If a suit, action, arbitration or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement or the Laws of the Commonwealth of Massachusetts, the City shall be entitled to an award of attorney's fees in the event it prevails.

29. The Company shall bring no claim contesting the amount or validity of any payment made under the terms of this Agreement later than one (1) year after the date each payment is due under the terms hereunder, and shall bring no claim contesting the validity of this Agreement later than one (1) year after the Commencement Date; provided, however, that the Company may later bring such claims under a claim that
this limitation has been equitably tolled as provided by the law of the Commonwealth of Massachusetts.

30. The Company shall comply with all laws, rules, regulations, and orders applicable to the Facility; such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work.

31. 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 offending provision shall be amended only so much as necessary to comply with the law and 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.

32. In the event that any Court of competent jurisdiction, department or agency of the Commonwealth of Massachusetts or other Regulatory Authority determines that the Impact Fee, gifts, grants or Services received under this Agreement cannot be received pursuant to G.L. c. 94G §3(d), or pursuant to G.L. c. 44 §53A, or any other provision of law, this agreement shall not become null and void, but shall remain in full force and effect and the monies tendered to the city shall be received pursuant to the then nominee of the City including but not limited to the Fitchburg Redevelopment Authority or other charitable organization, unless otherwise ordered by a court of competent jurisdiction.

33. The Company agrees to institute policies and procedures in support of the intended goals of the Social Equity Program provided for in Massachusetts law, which are to promote and encourage full participation in the regulated marijuana industry by people from communities which have been disproportionately harmed by marijuana prohibition. Implementation of these procedures and policies is vital as the City has been identified as an area of disproportionate impact. To minimize delay in achieving these goals, the Company agrees to institute procedures and policies to benefit said communities, including outreach for employment, procurement, and other support through the formation and operation of the Company's Community Relations Board. The parties are committed to implementing a variety of programs actively engaging persons from communities of disproportionate impact to ensure their inclusion in the legal cannabis industry.

34. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated Agreement between the Company and the City with respect to the matters described.
35. This Agreement supersedes all prior Agreements, negotiations, and representations, either written or oral regarding a non-medical marijuana cultivation facility between the parties, and it shall not be modified or amended except by a written document executed by the parties hereto.

36. Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution, and delivery of this Agreement, and has actively participated in the drafting, negotiation, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.

37. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one in the same Agreement.

[The remainder of this page is intentionally left blank, signature pages to follow]
In WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF FITCHBURG

Mayor
Stephen L. DiNatale For
the City of Fitchburg

Vincent P. Pusateri, II Esq.
Approved as to legal form:
City Solicitor
COMPANY:

The Fresh Connection Boston LLC

By: William Seagaard
Title: Manager

State of Massachusetts
County of Worcester

On this 27th day of March, 2019, before me, the undersigned notary public personally appeared William Seagaard, Manager of The Fresh Connection Boston LLC and proved to me through satisfactory evidence of identification being [ ]Driver's license or other state or federal government document bearing a photographic image; [ ] Oath of affirmation of credible witness known to me who knows the above signatory, or [ ]My own personal knowledge of the identity of the signatory, to be the person whose name is signed above; and acknowledged to me that he signed the foregoing document voluntarily for its stated purpose.

Notary Public: [Signature]

My Commission Expires: 9/10/2024
ORDINANCES

106-19. Chapter 44, Section 10 of the Code of the City of Fitchburg as most recently amended, shall be further amended by inserting a new line where applicable, for City of Fitchburg poll workers, according to the attached table of wage rates, to be in compliance with minimum wage laws of the Commonwealth of Massachusetts. (Reference Petition #28-19)

CITY OF FITCHBURG
IN THE YEAR
2019

AN ORDINANCE

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

Chapter 44, Section 10 of the Code of the City of Fitchburg as most recently amended, shall be further amended by inserting a new line where applicable, for City of Fitchburg poll workers, according to the attached table of wage rates, to be in compliance with minimum wage laws of the Commonwealth of Massachusetts.

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<th>FY2020 rates</th>
<th>Hours</th>
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<td>Bi-lingual voter assist</td>
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<td>$15.00</td>
<td>$225.00</td>
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</tbody>
</table>

Ordinance was sent to a first and second reading and ordered advertised by unanimous vote. 9 members present. Board consists of 11 members.
Be it ordained by the City Council of the City of Fitchburg, as follows:

Chapter 44, Section 10 of the Code of the City of Fitchburg as most recently amended, shall be amended by striking where applicable the current rates for temporary seasonal employees and inserting in its place the attached table of wage rates to be in compliance with minimum wage laws.

<table>
<thead>
<tr>
<th>Position</th>
<th>Current Office Hours</th>
<th>Calendar Year 2020</th>
<th>Calendar Year 2021</th>
<th>Calendar Year 2022</th>
<th>Calendar Year 2023 and Forward</th>
</tr>
</thead>
<tbody>
<tr>
<td>Min. Minimum Wage</td>
<td>$11</td>
<td>$12</td>
<td>$12.75</td>
<td>$13.50</td>
<td>$14.25</td>
</tr>
<tr>
<td>Playground Leader</td>
<td>$12</td>
<td>$12</td>
<td>$12.75</td>
<td>$13.50</td>
<td>$14.25</td>
</tr>
<tr>
<td>Playground Coordinator</td>
<td>$15</td>
<td>$16</td>
<td>$16.75</td>
<td>$17.50</td>
<td>$18.25</td>
</tr>
<tr>
<td>Lifeguard I</td>
<td>$13</td>
<td>$14</td>
<td>$14.75</td>
<td>$15.50</td>
<td>$16.25</td>
</tr>
<tr>
<td>Lifeguard II</td>
<td>$13.50</td>
<td>$14.50</td>
<td>$15.25</td>
<td>$16.00</td>
<td>$16.75</td>
</tr>
<tr>
<td>Pool Lifeguard</td>
<td>$15</td>
<td>$16</td>
<td>$16.75</td>
<td>$17.50</td>
<td>$18.25</td>
</tr>
<tr>
<td>Park Attendant</td>
<td>$15</td>
<td>$16</td>
<td>$16.75</td>
<td>$17.50</td>
<td>$18.25</td>
</tr>
<tr>
<td>Street &amp; Snow</td>
<td>$15</td>
<td>$15</td>
<td>$15.75</td>
<td>$16.50</td>
<td>$17.25</td>
</tr>
<tr>
<td>Collection Engineer Interns</td>
<td>$15</td>
<td>$15</td>
<td>$15.75</td>
<td>$16.50</td>
<td>$17.25</td>
</tr>
<tr>
<td>Temporary Wastewater Operators</td>
<td>$15</td>
<td>$16</td>
<td>$15.75</td>
<td>$16.50</td>
<td>$17.25</td>
</tr>
<tr>
<td>Seasonal and/or Temporary</td>
<td>$15</td>
<td>$14</td>
<td>$14.75</td>
<td>$15.50</td>
<td>$16.25</td>
</tr>
<tr>
<td>Labourer</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Ordinance was sent to a first and second reading and ordered advertised by unanimous vote. 9 members present. Board consists of 11 members.
071-19. AN ORDINANCE: Section 169-24 of the City Code, entitled "Parking prohibited at all times" shall be amended as follows:

A new line shall be inserted below the line beginning "Wallace Street" and the following words shall be inserted thereon:
The words "Wallace Avenue" shall be inserted under the "Name of Street" column;
The words "Easterly" shall be inserted under the "Side" column;
The word "From a point of 72 feet northerly from the intersection of Elm Street and Wallace Avenue".

The resulting inserted line shall read as follows:

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Side</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wallace Avenue</td>
<td>Easterly</td>
<td>From a point of 72 feet northerly from the intersection of Elm Street and Wallace Avenue</td>
</tr>
</tbody>
</table>

(Reference Petition #256-18)

Ordinance was sent to a third and final reading and adopted to be enrolled and ordained by unanimous vote. 9 members present. Board consists of 11 members. Ordinance was signed by the Mayor April 4, 2019.

072-19. AN ORDINANCE: Section 169-42.1 of the City Code, entitled "Additional meter zones" at the line which references in the first column "Wallace Avenue" shall be amended as follows:

In the third column of said line, the words "From Elm Street to Prichard Street" shall be struck and insert "From Elm Street to Prichard Street, except for the first four (4) 9' x 18' foot parking spaces on the easterly side beginning at the intersection of Elm Street and Wallace Avenue" in its place.

The resulting amendment shall read as follows:

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Side</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wallace Avenue</td>
<td>Both</td>
<td>From Elm Street to Prichard Street, except for the first four (4) 9' x 18' foot parking spaces on the easterly side beginning at the intersection of Elm Street and Wallace Avenue</td>
</tr>
</tbody>
</table>

(Reference Petition #256-18)

Ordinance was sent to a third and final reading and adopted to be enrolled and ordained by unanimous vote. 9 members present. Board consists of 11 members. Ordinance was signed by the Mayor April 4, 2019.
073-19. AN ORDINANCE: Section 169-42 of the City Code, entitled "Parking meter zones" at the line which references in the first column "Grove Street" shall be amended as follows:

In the third column of said line, the words "From Elm Street north to Prichard Street" shall be struck and insert "From a point of 18 feet northerly from the intersection Grove Street and Elm Street to Prichard Street" in its place.

A "No Parking Prisoner Loading Area" sign shall be erected in its place.

The resulting amended line shall read as follows:

<table>
<thead>
<tr>
<th>Name of Street</th>
<th>Side</th>
<th>Hours</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grove Street</td>
<td>East</td>
<td>10 hrs.</td>
<td>From a point of 18 feet northerly from the intersection Grove Street and Elm Street to Prichard Street</td>
</tr>
</tbody>
</table>

(Reference Petition #256-18)

Ordinance was sent to a third and final reading and adopted to be enrolled and ordained by unanimous vote. 9 members present. Board consists of 11 members. Ordinance was signed by the Mayor April 4, 2019.

PETITIONS

The following Petition was referred to the Legislative Affairs Committee by vote of 8 in favor and 1 opposed (Squillia):

108-19. Jean Fisher, 49 Osgood Street, to petition the City Council to actively respond to Climate Change as outlined in the enclosed petition, including:
1. City-wide plastic reduction
2. City-Wide education regarding climate change, zero waste solutions

The following Petitions were referred to the Public Safety Committee by vote of 8 in favor and 1 opposed (Squillia):

109-19. Councilor Michael Kushmerek and resident Rhonda Cutler to convert meters 285-293, located on Grove Street, from metered parking to resident only parking.

110-19. Councilors Squillia, Fleming, & Walsh to find remedy to alleviate traffic congestion on John Fitch Highway northbound by adding a right turn only lane as outlined in the petition.
The following Petition was referred to the Public Works Committee by vote of 8 in favor and 1 opposed (Squailia):

111-19. Councilor Paul Beauchemin, on behalf of Roger Ouellette, to alleviate the water problem at 14 Norfolk Street.

The meeting adjourned at 8:20 P.M.

Anna M. Farrell, Clerk