



HOST COMMUNITY AGREEMENT

Between

City of Brockton, Massachusetts

And

[COMPANY]

This Host Community Agreement (the “Agreement”) is entered into this ____ day of _____ 2024, (the “Effective Date”) by and between the City of Brockton, with a principal address of 45 School Street, Brockton, MA (the “Municipality”) and [COMPANY], a business entity certified and recorded with the Massachusetts Secretary of the Commonwealth with a business address of [ADDRESS] (the “Company”) applying for/or currently holding a license issued by the Cannabis Control Commission (the “Commission”). The Municipality and the Company are hereinafter collectively referred to hereafter as the “Parties”.

WHEREAS, the Company is applying for a Commission license and/or is currently licensed by the Commission as a Marijuana Establishment(s), and is located within or plans to locate within the Municipality;

WHEREAS, in order for a Marijuana Establishment to be licensed by the Commission, the Marijuana Establishment must execute a Host Community Agreement (an “HCA”) with the municipality in which it intends to be located;

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

WHEREAS, the Company and the Municipality (collectively, the “Parties”) intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation(s) of the Marijuana Establishment, with such operations to be conducted in accordance with applicable zoning, laws or ordinances of the Municipality; and

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

1. TERMS

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

- a. Marijuana Establishment (“ME”) means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee), Social Consumption Establishment (as defined in 935 CMR 500.002: Social Consumption Establishment), or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center.
- b. Final License means a certificate of final licensure issued by the Commission pursuant to its authority under G.L. c. 94G.
- c. Fiscal Year means the time period beginning July 1st, and ending with the following June 30th.
- d. Community Impact Fee (“CIF”) means impact fee(s) claimed by the Municipality which have been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- e. Claimed Community Impact Fee (“Claimed CIF”) means impact fee(s) claimed by the Municipality which have not been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- f. Reasonably Related means a demonstrable nexus between the actual operations of a ME and an enhanced need for a Municipality’s goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a Municipality shall not be considered Reasonably Related.

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

2. AUTHORIZED OPERATIONS

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

Commission License Number(s): _____

3. LOCATION

The location for the licensed operations of the ME is [ADDRESS], Brockton, MA 02301. The Parties acknowledge and agree that the location of the licensed operations is an essential element of the Agreement set forth herein. Any proposed change of location shall not be permitted absent express written approval by the Municipality in its sole discretion.

4. COMPLIANCE

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

- a. G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, as the same may be amended from time to time, or its successor statute(s) if any.
- b. The Municipality's local laws, ordinances, and zoning applicable to the operation of MEs.
- c. The Company shall be responsible for obtaining from the Commission and the Municipality all licenses, permits, and approvals required for the operation of each license covered by the Agreement.
- d. The obligations of the Parties are contingent on the Company:
 - 1) Obtaining a Final License from the Commission for operation of a license type(s) selected in Section 2 in the Municipality and maintaining such license; and
 - 2) The Company's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the license type(s) laid out in Section 2 in the Municipality, inclusive of zoning compliance and maintaining compliance with all conditions of said approvals.
- e. Unless the Company submits an annual update to the Municipality as to its progress to becoming operational, this Agreement shall become voidable under the following circumstances:
 - 1) If the Company is unable to obtain a Final License from the Commission; or
 - 2) If such local permits and approvals are not granted for any reason.
- f. This Agreement does not affect the authority of the Municipality to issue or deny permits, licenses, or other approvals under the statutes and regulations of the Commonwealth, or the

local laws, zoning, and ordinances of the Municipality. Nor does this Agreement affect the Municipality's ability to enforce any applicable law.

- g. The Company understands and agrees that its current local license will expire on December 31, 2024. The Company must seek to renew the local license in accordance with the applicable rules and procedures of the Brockton License Commission and applicable City of Brockton ordinances, prior to the expiration on December 31, 2024. The Company further understands that this is an annual renewal and that the license will be effective from January 1st each year through December 31st each year so long as it complies with the applicable laws and ordinances.
- h. The Parties to this Agreement shall work in good faith to effectuate the purposes of this Agreement.

5. ANNUAL PAYMENT RESPONSIBILITIES

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

a. CIF

- 1) There may be additional expenses and impacts including but not limited to impacts on the Municipality's infrastructure systems, law enforcement, and fire protection services, as well as unforeseen expenses and impacts on the Municipality that are Reasonably Related to the operation of the ME(s).
- 2) To mitigate Reasonably Related expenses and impacts, the Company shall pay a CIF to the Municipality.
- 3) The Municipality shall not explicitly or implicitly require the Company to make a promise of upfront or future monetary payments, in-kind contributions, or charitable contributions to the Municipality, notwithstanding the CIF payment provision allowed under G.L. c. 94G, § 3.
- 4) A Claimed CIF or CIF shall not exceed three percent of the gross sales of the Company, nor be calculated on a certain percentage of the Company's sales.
- 5) The Municipality shall not attempt to collect Claimed CIFs or CIFs relating to any operations occurring prior to the date the Company is granted a Final License by the Commission for any ME license(s) covered under this Agreement.
- 6) The Municipality shall not attempt to collect Claimed CIFs or CIFs from the Company that has held a Final License for more than nine (9) years for a particular ME(s).
- 7) The Company shall notify the Municipality within five (5) business days of the issuance of a Final License to the Company by the Commission for any license covered under this Agreement. Additionally, the Company shall notify the Municipality within five (5) business days of the issuance of a renewal of a license to the Company by the Commission for any license covered under this Agreement.

- 8) The Municipality shall provide an annual itemized invoice of Claimed CIFs claimed by the Municipality that are Reasonably Related to the operations of the Company within one (1) month of the anniversary of the date the Company receives or received a Final License from the Commission for each license held by the Company located within the Municipality, if more than one. All subsequent, one-year invoice periods shall be consistent with the anniversary of the Company's Final License date(s). Failure to provide said invoice within the prescribed time shall result in the Municipality forfeiting any Claimed CIF or CIF it may have been entitled to for the applicable year of the Company's operation.
- 9) The Municipality's itemized invoice shall specifically describe how the Claimed CIFs were spent, including a line item for each good or service charged, and a statement of its cost, purpose, and relation to the Company's particular operations.
- 10) The Company shall annually pay any undisputed Claimed CIF or CIF no later than the end of the current Fiscal Year or within 90 days of the date of the Commission's certification of the CIF, whichever is later.
- 11) The Company shall not be required to pay a Claimed CIF or CIF while the Claimed CIF or CIF is the subject of a nonfrivolous legal dispute either through the Commission's administrative hearing process or before a court of competent jurisdiction.

b. Waivers of CIF

A Municipality may not assess Claimed CIFs or CIFs or may choose to not collect either in a particular year. Any such election shall not operate as a waiver of the Municipality's rights under this Agreement to collect a CIF in subsequent years.

c. Generally Occurring Fees

Generally occurring fees are those fees customarily imposed by the Municipality on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include, but are not limited to, sewer and water connection, and waste collection.

d. Local Taxes

Property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable taxes for that property shall be paid directly by the appropriate property owner.

e. Other Taxes

Notwithstanding any previously identified provisions, the Company acknowledges and affirms its obligation to pay any and all fees associated with sales tax, excise tax on

Marijuana and Marijuana Products, or other taxes or fees otherwise provided for in G.L. c. 94G, G.L. c. 64H, and G.L. c. 64N.

6. SECURITY

- a. The Company shall maintain security at its ME(s) in accordance with the security plan presented to the Municipality. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of MEs, as applicable, and the security thereof.
- b. The Company shall comply with all Commission and the Municipality security requirements as promulgated by state law, regulation, local law, or ordinance.

7. ENERGY USAGE

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

8. DIVERSITY, EQUITY, AND LOCAL OPPORTUNITIES

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

9. ODOR CONTROL

- a. The Company agrees that in the event all cannabis related odors cannot be contained onsite, it will install and utilize sufficient odor control technologies, including but not limited to appropriate ventilation and air handling equipment and odor resistant packaging. Any complaints received by the Municipality concerning odors that are detectable at abutting properties or units must be addressed thoroughly and expediently by the Company, including but not limited to the installation of said odor control technology.

10. EFFECTIVE DATE, TERM, AND TERMINATION

- a. This Agreement shall be in full force and effect for a term of five (5) years beginning on July 1, 2024.

- b. This Agreement shall terminate on June 30, 2029.
- c. At the conclusion of the term of this Agreement, the Parties may negotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Alternatively, the Parties may negotiate and execute an HCA Waiver.

11. NOTICE OF DISCONTINUANCE OF OPERATIONS

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

12. GOVERNING LAW AND SEVERABILITY

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

13. CONFIDENTIALITY

The Parties agree that all records in the possession of the Municipality are governed by G.L. c. 66, § 10, the Public Records Law.

14. AMENDMENTS/WAIVER

The Parties may make amendments to this Agreement or waive its terms only by a mutually executed written agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced.

15. SUCCESSORS/ASSIGNEES

This Agreement is binding upon the Parties hereto, their successors, assignees and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Municipality.

16. COUNTERPARTS

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

17. SIGNATURES

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

18. NOTICES

Except as otherwise provided herein, any notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be made both electronically and by mail to the address(es) identified below for the respective Parties.

If to the City:

Mayor's Office
45 School Street
Brockton, MA 02301
mayor@cobma.us

If to the Company:

Attn: [NAME]
[COMPANY]
[ADDRESS]
[ADDRESS 2]
[EMAIL]

With a copy to:

City Solicitor:

Megan D. Bridges, Esq.
45 School Street
Brockton, MA 02301
law@cobma.us

[Signatures on next page]

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

City of Brockton

Company

Robert F. Sullivan, Mayor

Dated: _____

Name: _____

Title: _____

Dated: _____

As to Form:

Name: _____

Law Department