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November 24, 2020

Chairman Robert Rosa Zoning Board of Appeals Town of Rockland 242 Union Street Rockland, MA 02370

RE: Cresco HHH, LLC (DBA Sunnyside): 1015 Hingham Street, Rockland

Dear Chairman Rosa:

Please accept this correspondence on behalf of Cresco HHH, LLC ("Sunnyside") in response to feedback received from the Rockland Zoning Board of Appeals ("ZBA") relative to its application to operate a co-located Adult Use Marijuana Establishment and Registered Marijuana Dispensary at 1015 Hingham Street in Rockland (the "Site"). The material outlined below has been incorporated into an updated full submittal which is affixed to this letter.

- 1. **ZBA Feedback:** Provide updated Site Plans as approved by the Rockland Planning Board. **Sunnyside Response:** The Site Plans available on page 21 reflect the landlord's plans as approved by the Rockland Planning Board, but have been updated to incorporate a parking table to account for zoning requirements, as well as onsite detail including accessible spots, and snow storage.
- 2. **ZBA Feedback:** Provide a signage plan and a rendering of signs that is inclusive of a scale and dimensions.

Sunnyside Response: Please see the enclosed signage documentation on page 44.

- 3. **ZBA Feedback:** Please provide documentation relative to past approvals at the site, including the landlord's Planning Board decision and Sunnyside's Host Community Agreement with the Town of Rockland.
 - **Sunnyside Response:** Please see the enclosed Planning Board decision on page 80 and a copy of the Host Community Agreement on page 69.
- 4. **ZBA Feedback:** Provide a Lighting Plan, a Landscaping Plan, and a Conservation Plan with an Order of Conditions.
 - **Sunnyside Response:** A Lighting Plan is provided on page 32. A Landscaping Plan is provided on page 23. Please be advised that the Landscaping Plans are in accordance with

what was proposed by the landlord, who will assume responsibility for all maintenance. It is not anticipated that any irrigiation installations will be required to maintain the proposed landscaping. A Conservation Plan has been requested from the landlord and will be forwarded to this Board upon receipt.

- 5. ZBA Feedback: Clarify the maximum capacity of the facility and explain why the maximum capacity will not be exceeded. Provide the number of employees working at the facility. Sunnyside Response: The maximum capacity of the facility is 64. Sunnyside will prevent against exceeding the maximum capacity of the facility by designating an intake employee to monitor facility counts at any given time. Sunnyside has created a fully integrated online shopping portal that allows consumers and patients to pre-order, further easing the pickup process in-store. Upon arrival the store, each consumer or patient must check-in and they are assigned a point-of-sale station inside. This further allows the company to manage capacity at any given point in time in the store. 18 employees will work at the facility on any given day, with a maximum shift capacity of 14.
- **6. ZBA Feedback:** Provide information about the number of vehicular trips each day on weekdays and the weekend. Provide documentation that the Rockland Police Department is comfortable with the traffic information provided.

Sunnyside Response: Please see the enclosed clarification relative to vehicular trips each day and on weekends on page 58. A copy of a letter from the Rockland Police Department relative to the traffic study is included on page 65.

7. **ZBA Feedback:** Address each of the standard conditions.

Sunnyside Response: Please see page 16 which outlines Sunnyside's compliance with all criteria set forth in § 415-79(A).

- **8. ZBA Feedback:** Provide an easement or agreement for the use of the adjacent offsite parking. **Sunnyside Response:** Please see the letter of intent to utilize the parking and proposed easement plan enclosed on page 35.
- **9. ZBA Feedback:** Provide updated hours of operation that are inclusive of Sunday hours and holiday hours.

Sunnyside Response: Sunnyside proposes hours of operation of 10 AM - 9 PM on Monday – Saturday and 12 PM - 7 PM on Sundays. Sunnyside will close on Thanskgiving and Christmas.

10. ZBA Feedback: Clarify the ownership of the property.

Sunnyside Response: Sunnyside has engaged in a Letter of Intent to Lease with Cheboygan Properties, LLC, which has a binding Purchase and Sales Agreement with the current owner.

Should you seek additional information, please do not hesitate to contact me directly via email at

philsilverman@vicentesederberg.com.

Very truly yours,

Phil Silverman, Esq.

PCS/rjr

TOWN OF ROCKLAND ZONING BOARD OF APPEALS APPLICATION FOR A PUBLIC HEARING

	I/W	ION 1: We hereby apply for a public hearing before the Zoning Board for the following: neck all that are applicable)					
		Application for Dimensional Variance Application for a Use Variance Application for a Section 6 Finding Special Permit for Use permissible by Special Permit Appeal from a Decision of the Zoning Enforcement Officer Comprehensive Permit (Chapter 40B)					
		ION 2: swer all of the following questions that pertain to your application:					
	1.	Address of the property in question: 1015 Hingham Street, Rockland, MA 02370					
	2	Name(s) of Owner(s) of Property: Cheboygan Properties, LLC					
	3.	Owner's Address: 1900 Crown Colony Drive, Suite 405. Quincy, MA 02169					
	4.	Name of Applicant(s): Cresco HHH, LLC (DBA Sunnyside)					
	5.	Address of Applicant: 100 Summer Street					
		Boston, MA 02110					
	6	Applicant's Phone: Home:Work:					
	0.	Cell: 630-390-5836 Fax:					
		E-Mail: grace.kenny@crescolabs.com					
	7.	State the Assessor's Map #4 and Lot #11 of the property.					
	8.	State the Zoning District in which the property is located: H-1 (Industrial Park - Hotel)					
9. Explain in-depth what you are proposing to do: Cresco HHH, LLC ("Sunnysid							
		Special Permit to operate an Adult Use Marijuana Establishment engaged in the retail sale of marijuana and					
		marijuana products at 1015 Hingham Street in Rockland. Please see the enclosed narrative outlining					
		Sunnyside's proposed operations at the site.					

Rockland Zoning Board Application Page 2 of 3

3	and must be attached to this application:
1.	List all applicable sections of the Zoning Bylaw that pertains to this application: Sunnyside seeks a Special Permit pursuant to § 415-19(C)(19) and § 415-38.5.
	If you are applying for a dimensional variance, state in detail any specific condition that effects the shape, soil, topography or structures on your lot that specifically effects your lot and does not effect the zoning district as a whole, and whole these conditions cause a hardship to the land that warrants the granting of a variance (use a separate piece of paper if necessary) Not applicable.

Rockland Zoning Board Application Page 3 of 3

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(Check all that are applicable)	
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SECTION 2: 3. Answer all of the following questions that pertain to your application:	
Address of the property in question: 1015 Hingham Street, Rockland, MA 02370	
2. Name(s) of Owner(s) of Property: Cheboygan Properties, LLC	-
3. Owner's Address: 1900 Crown Colony Drive, Suite 405. Quincy, MA 02169	-
4. Name of Applicant(s): Cresco HHH, LLC (DBA Sunnyside)	-
5. Address of Applicant: 100 Summer Street	
Boston, MA 02110	_
6. Applicant's Phone: Home: Work:	_
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E-Mail: grace.kenny@crescolabs.com	_
7. State the Assessor's Map #4 and Lot #11 of the property.	
8. State the Zoning District in which the property is located: H-1 (Industrial Park - Ho	<u>t</u> el)
9. Explain in-depth what you are proposing to do: Cresco HHH, LLC ("Sunnyside") seeks a Special Permit to operate a Registered Marijuana Dispensary engaged in the retail sale of medical marijuana and marijuana products at 1015 Hippham Street in Reckland, Please see the englased parretive outlining	_
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Rockland Zoning Board Application Page 2 of 3

10.	Describe in detail any existing variance(s) or special permit(s) pertaining to this property. Copy/copies must be obtained at the Town Clerk's Office and must be attached to this application: Please see the attached documentation of a variance approval from the Zoning Board of Appeals issued on							
	July 28, 2020. Planning Board approval was awarded on August 25, 2020.							
11.	List all applicable sections of the Zoning Bylaw that pertains to this application: Sunnyside seeks a Special Permit pursuant to § 415-19(C)(17) and § 415-38.4.							
12.	If you are applying for a dimensional variance, state in detail any specific condition that effects the shape, soil, topography or structures on your lot that specifically effects your lot and does not effect the zoning district as a whole, and why these conditions cause a hardship to the land that warrants the granting of a variance (use a separate piece of paper if necessary) Not applicable.							
13.	If this is an application for a special permit, describe in detail the permit you are seeking and provide the Board with specific information as to how the proposed use will meet the Performance Standards of the Zoning By-Laws of Rockland: Please see the enclosed narrative which outlines Sunnyside's compliance with the Performance Standards of							
	the Zoning By-Laws of Rockland.							

Rockland Zoning Board Application Page 3 of 3

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Cresco HHH, LLC, D/B/A Sunnyside, seeks a Special Permit from the Rockland Zoning Board of Appeals to operate a co-located Adult Use Marijuana Establishment and Registered Marijuana Dispensary engaged in the medical and retail sale of marijuana and marijuana products (the "ME") at 1015 Hingham Street in Rockland (the "Property"). The Property is located within the H-1 Industrial Park – Hotel Zoning District (the "H-1 District"). Pursuant to the Town of Rockland Zoning Bylaw § 415-19(C)(19), § 415-19(C)(17), § 415-38.4, and § 415-38.5, such a use is permissible in the H-1 District subject to a Special Permit from the Zoning Board of Appeals and Site Plan Review Approval from the Planning Board.

Sunnyside is a vetted marijuana establishment operator with over 29 licenses in six states, including an operational co-located Medical and Adult Use Marijuana Retail Establishment in Fall River, Massachusetts.

I. Project Context

The Property is currently a vacant lot that is located along Hingham Street directly across Commerce Road. In collaboration with Sunnyside, the owner of the Property will construct a 5,008 foot commercial building and square 22 accompanying parking spaces. Please see the enclosed Site Plans and Floor Plans, attached hereto as Exhibit A, which were designed in full compliance with the standards set forth by the Rockland Zoning Bylaw, including the Site Plan Review criteria outlined in §415-58 and 59.



1 Map View of Cresco's Property and Surroundings

II. Project Narrative

With a focus on safe and efficient operations, Sunnyside has identified the Property as an ideal location at which to operate an ME. The Property is located in an area designated by local zoning for the aforementioned use, allows for easy access for customers and employees, and will allow the parcel to be developed to its highest and best use. Additionally, the construction of a new building allows Sunnyside to implement interior and exterior design features to reflect lessons learned from the operations of its other facilities across the country.

A. Project Exterior

Parking & Loading: Access to the Property may be obtained by a 24' driveway off Hingham Street that is buttressed by a guard rail along the street-facing perimeter of the Property. The Property features 22 parking spaces, including one accessible space, which is in excess of the 21 spaces required by the Rockland Zoning Bylaw. Additionally, Sunnyside has secured ten additional parking spaces located at the adjacent office building located at 1001 Hingham Street which will be used as offsite parking for employees as needed. The proximity of the offsite parking spaces is demonstrated in the letter of intent exhibits affixed as **Exhibit B**. The parking lot also includes a 10'x25' loading zone adjacent to a dumpster pad which can be secured in accordance with

Cannabis Control Commission security preferences to ensure the highest level of safety during the unloading of product deliveries to the site.

Signage and Lighting: As demonstrated in the enclosed signage plan attached hereto as **Exhibit C**, facility signage will be discrete and utilized for wayfinding only. Sunnyside will not utilize signs or printed materials advertising marijuana products or any logo or symbols with images of marijuana.

Exterior lighting will be downcast, dark-sky compliant fixtures that are affixed to the building and intended to illuminate the parking lot to ensure the safety of customers and employees leaving the facility during evening hours. Sunnyside's exterior security cameras utilize infrared capabilities and do not require external sources of light to operate effectively. Please see the lighting plan in **Exhibit A.**



2 Exterior Signage at Cresco's Fall River Location

Facility Access: In accordance with best practices to prevent diversion, customers will enter and exit the facility from two separate vestibules along the north side of the building. Both the entry and exit of the facility are designed as secured vestibules, ensuring that no individual is able to gain immediate access to the customer floor by requiring customers to walk through a series of doorways.

A secured receiving area will be utilized exclusively for the loading of marijuana and marijuana products within the facility.

B. Project Interior

Customers will only have access to designated portions of the facility, including (1) a secure entry vestibule in which customers must demonstrate proof that they have the appropriate credentials to enter the facility; (2) a general sales floor with point-of-sale terminals; (3) a secure patient consultation room; (4) customer restrooms; and (5) a secured exit vestibule.

The secure entry vestibule and general sales floor are large to ensure the facility can accommodate all customers seeking entry to the facility to prevent exterior queuing.

The rest of the facility will only be accessible to staff on a tiered basis and includes (1) a staff break room; (2) an office; (3) a janitorial closet; (4) an information technology room; (5) the security check-in room; (6); a security room; (7) a product fulfillment room; (8) a secured vault; (9) a receiving area; (10) a sprinkler room; and (11) an electric room.

C. Facility Operations

In accordance with Cannabis Control Commission regulationss, access to the facility is limited to individuals that are 21 years of age or older that can demonstrate valid government-issued identification or qualified patients over the age of 18 that can demonstrate active enrollment in the Medical Use of Marijuana Program and a valid government-issued identification. Upon a customer's entry into the premises, an agent will immediately inspect the customer's proof of

identification and determine the individual's age. Failing this confirmation, an individual will be required to leave the facility utilizing the same door in which they entered. Customers can indicate while checking in that they are interested a discrete consultation in Sunnyside's consultation area.

Once inside the sales area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of an agent. Once a patient or customer has selected a product for purchase, an agent will collect the chosen items from the designated product storage area. An agent will then scan each product barcode into the point of sale system. Upon checkout, customers will be required to confirm their identities and age a second time. Per M.G.L. c. 94G § 7, adult use sales are limited to one ounce of marijuana flower or five grams of marijuana concentrate per transaction. In the event an agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer.

Customers will promptly exit the facility utilizing the secured exit vestibule leading back to the parking lot.

III. Property Operations

A. Trash

All waste containing marijuana or marijuana products will be stored securely within Sunnyside's vault. Product waste will be picked up from the facility and returned to Sunnyside's licensed cultivation and product manufacturing establishment, where it will be destroyed in compliance with all regulations set forth by the Cannabis Control Commission.

Waste that does not contain marijuana will be stored in the dumpster to the rear of the building and picked up weekly by a commercial trash vendor.

B. Snow Removal

As outlined on the enclosed Site Plans, the Property features two on-site locations for snow storage and removal. Sunnyside will identify a snow removal vendor to plow its driveway and parking lot as needed throughout the winter.

C. Loading

Product deliveries will occur between two to three times each week in unmarked transport vans. Pursuant to 935 CMR 500.105, there will be no advertising, markings, or branding indicating that the vehicle is being used to transport marijuana. Routes and times used for the transportation of marijuana and marijuana products are randomized. Marijuana and marijuana products will be transported in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. At least two agents will staff vehicles transporting marijuana. One agent will remain in the vehicle at all times, and the other will be accompanied by a staff member into the facility and through the receiving area. Within eight hours after arrival, Sunnyside will weigh, inventory, and account for, on video, all marijuana and

marijuana products received. An armored car service will pick up monetary instruments as needed each week.

D. Traffic and Parking

With 22 parking spaces located on-site and an additional 10 offsite parking spaces for staff, Sunnyside respectfully submits that there is ample parking to accommodate its projected customers. The company will take great care to develop, implement, and refine operational procedures that ensure that customer visits are short and will not result in congestion within the parking lot or the store. Operational procedures will be continually evaluated and adjusted as necessary to ensure optimal function of the facility.

Please see the Traffic Impact Statement affixed as **Exhibit D**. Sunnyside respectfully submits that its proposed use of the Property will not disturb the existing right of way, pedestrian access, and will not cause a hazard to vehicle or pedestrian traffic. Traffic generated and patterns of access and egress will not cause congestion, hazard, or a substantial change to the neighborhood character.

Sunnyside recognizes the critical importance of operational planning and collaboration with the Town to ensure that its fledgling months of operation do not pose a nuisance to the surrounding community. Please see Sunnyside's proposed Opening Day Plan, attached hereto as **Exhibit E**.

IV. Compliance with Rockland Zoning Bylaw Section § 415-38.5 (Adult Use Marijuana)

A. Section § 415-38.5(C) – General Requirements

- V. All marijuana establishments shall be contained within a secure building or structure. Sunnyside's proposed ME is contained within a secure building.
- VI. The hours of operation of marijuana establishments shall be set by the Zoning Board. Sunnyside defers to the Zoning Board of Appeals as to the appropriate hours of operation for this facility, but respectfully requests 10 AM 8 PM, Monday-Saturday and 12 7 PM on Sunday. Sunnyside will be closed on Thanksgiving and Christmas Day.
- VII. No marijuana establishments shall be located within 300 feet of a property boundary line of any lot in use as a private or public school, college, licensed day-care facility, library, park, playground, recreational or athletic fields or facility or similar place where children typically congregate.

Sunnyside's Property is adequately buffered from nearby uses and is not located within 300 feet of a private or public school, college, licensed day-care facility, library, park, playground, recreational or athletic fields or facility or similar place where children typically congregate. Please see the enclosed abutters list provided by the Town of Rockland.

Abutter Address	Current Use
1022-1030 Hingham Street	Automotive dealership
1001 Hingham Street	Office building
1099 Hingham Street	Office building

933 Hingham Street	Restaurant
929 Hingham Street	Hotel

- No smoking, burning or consumption of any product containing marijuana or marijuanarelated products shall be permitted on the premises.
 Sunnyside strictly prohibits the consumption of marijuana or marijuana products on its premises.
- (5) Marijuana establishments shall not be located inside a building containing residential units, including transient housing such as motels and dormitories, or inside a movable or mobile structure such as a car, van, truck, trailer cargo container.
 Sunnyside's proposed ME is not located inside a building containing residential units, including transient housing such as motels and dormitories, or inside a movable or mobile structure such as a car, van, truck, trailer cargo container.
- (6) Marijuana establishments shall not have drive-through service. Sunnyside does not propose drive-through service at its ME.
- No signage shall be permitted that contain designs or symbols that depict or display in any way marijuana products, equipment or plants, or other similar materials.
 As demonstrated on the sign plans enclosed hereto as Exhibit C, no signage will contain designs or symbols that depict or display in any way marijuana products, equipment or plants, or other similar materials.
- No outside displays or storage of marijuana, related supplies or promotional materials are allowed.
 Sunnyside will not feature outside displays or storage of marijuana, related supplies, or promotional materials.
- (9) All marijuana establishments shall be ventilated in such a manner that no: (a) Pesticides, insecticides, or other chemicals or products used in cultivation or processing are dispersed into the outside atmosphere; (b) Odor from marijuana cannot be detected by a person with a normal sense of smell at the exterior of the building.

 Sunnyside does not intend to utilize the building for cultivation or processing. Please see the enclosed Odor Control Plan, attached hereto as **Exhibit F**.
 - B. Section § 415-38.5(D)(5)—Special Permit Requirements
- (a) Name and address with contact phone number and email of owner/applicant of the facility.

 Cresco HHH, LLC Attn: Grace Kenny
 100 Summer Street, Boston, MA 02110
 630-390-5836
 Grace.Kenny@CrescoLabs.com

- (b) Copies of all approved required licenses and permits (to said same owner of the facility) by the Commonwealth of Massachusetts Cannabis Control Commission and any of its other agencies for the facility.
 Sunnyside respectfully requests a waiver from this submittal requirement. Sunnyside will apply to the Cannabis Control Commission but has not yet been awarded a Provisional License. Sunnyside respectfully requests that the Zoning Board of Appeals impose a condition requiring Sunnyside to demonstrate the award of a Provisional License from the Cannabis Control Commission prior to receiving a building permit at the Property.
- (c) Evidence of the applicant's right to use the site as a marijuana establishment by means of a purchase and sales agreement, deed, owner's authorization or lease.

 Please see the enclosed Letter of Intent to Lease, attached hereto as **Exhibit B.**
- (d) Proposed security measures for the non-medical marijuana establishments including; lighting, fencing, gates, alarms, surveillance cameras etc., to ensure the safety of persons and products from theft. A letter from the Rockland Police Chief, or designee, acknowledging review and approval of the recreational marijuana retailer facility and its security is required.

 Please see the enclosed letter from the Rockland Police Chief acknowledging review and approval of Sunnyside's security plan, attached hereto as Exhibit G.
- (e) All application requirements for Site Plan approval as specified in §§ 415-58 and 415-59 unless waived by the Planning Board.

 The enclosed Site Plan was designed to comply with the requirements set forth for Site Plan Approval.
- (f) Provide the Police Department with the names, phone numbers and email addresses of all management staff and keyholders to whom one can provide notice if there are operating problems associated with the establishment and update that list whenever there is any change in management staff or keyholders.

 Sunnyside will provide the Police Department with the names, phone numbers, and email addresses of all management staff and keyholders to whom one can provide notice if there are operating problems associated with the establishment and update that list whenever there is any change in management staff or keyholders.

C. Section § 415-38.5(E)—Findings

- (1) The establishment is designed to minimize any adverse impacts on abutters and other parties of interest, as defined in M.G.L. c. 40A,§11.

 Sunnyside has demonstrated that it has taken great care to minimize any adverse impacts on abutters and parties of interest through thoughtful site design and the implementation of comprehensive standard operating procedures, including:
 - ➤ The selection of a Property within the H-1 Zone which has been identified as an appropriate zone for ME uses and is not within 300 feet of any offending buffer uses;

- The construction of a state-of-the-art facility from the ground up that has been specifically designed to accommodate best practices for ME uses, including separate customer entry and exit points, a secure loading area, ample parking, and thoughtful signage, lighting, and landscaping;
- ➤ Leasing an additional 10 parking spaces for employee use at an abutting site to protect against congestion at the site;
- The proposal of an Opening Day Plan which contemplates numerous traffic mitigation measures including appointment only operations, parking lot attendants, and phased stages of opening;
- > The proposal of an Odor Control Plan that relies on prepackaged materials and odor control technologies to protect against odor escape from the vault;
- > Nuanced signage, exterior design, and screening to maintain a respectful streetscape façade; and
- A thoughtful security plan that has been approved by the Rockland Chief of Police.
- (2) The establishment demonstrates that it will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will comply with all applicable state and local laws and regulations.
 - Sunnyside is a vetted marijuana establishment operator with over 29 licenses in six states, including an operational co-located Medical and Adult Use Marijuana Retail Establishment in Fall River, Massachusetts. Sunnyside will submit an application to the Cannabis Control Commission. Sunnyside respectfully requests that the Zoning Board of Appeals impose a condition requiring Sunnyside to demonstrate the award of a Provisional License from the Cannabis Control Commission prior to receiving a building permit at the Property.
- (3) The applicant has satisfied all of the conditions, findings and requirements set forth herein.
 - Sunnyside respectfully submits that it has satisfied all of the conditions, findings, and requirements set forth herein, and will make additional information available to the Zoning Board of Appeals upon request.

V. Compliance with Rockland Zoning Bylaw Section § 415-38.4 – Medical Marijuana

- A. Section § 415-38.4(C) General Requirements and Conditions
- (1) All non-exempt RMDs shall be contained within a building or structure. Sunnyside's ME is contained within a building.
- (2) RMDs shall have a gross floor area of no less than 2,500 square feet. Sunnyside's facility has a gross floor area of over 5,000 square feet.
- (3) RMDs shall not be located in buildings that contain any office used by a medical doctor/doctors, or the offices of any other professional practitioner authorized to prescribe the use of medical marijuana.

- Sunnyside's proposed ME is a standalone facility that is not located in a building that contains any office used by a medical doctor or professional practitioner.
- (4) Hours of operation of Registered Marijuana Facilities shall be set by the Special Permit Granting Authority, but in no event shall said facilities be open and/or operating between the hours of 8:00 p.m. and 8:00 a.m.
 Sunnyside defers to the Zoning Board of Appeals as to the appropriate hours of operation for this facility, but respectfully requests 10 AM 8 PM, Monday-Saturday and 12 7 PM on Sunday. Sunnyside will be closed on Thanksgiving and Christmas Day.
- (5) There shall be no smoking, burning or consumption of any product containing marijuana or marijuana-related products on the premises of an RMD.
 Sunnyside strictly prohibits the consumption of marijuana or marijuana products on its premises.
- RMDs shall not be located on a lot which abuts a Residential Zoning District, a school, day care center, public playground, the Rail Trail or athletic fields.
 Sunnyside's ME is not located on a lot that abuts a Residential Zoning District, a school, a day care center, a public playground, the Rail Trail, or athletic fields.
- (7) RMDs shall not be located inside a building containing residential units, including transient housing such as motels and dormitories, or inside a movable or mobile structure such as a van, truck or trailer.

 Sunnyside is not located within a building containing residential units, including transient housing such as motels and dormitories, or inside a movable or mobile structure.
- (8) Notwithstanding any provisions of Article VI, § 415-45D of this bylaw, external signage for the RMDs shall not be illuminated except for a period of 30 minutes before sundown until closing and shall comply with all other requirements regarding signage; provided, however, that the Department of Public Health may further specify minimum signage requirements.
 - (a) RMDs may develop a logo to be used in labeling, signage, and other materials. Use of the medical symbols, images of marijuana, related paraphernalia, and colloquial references to cannabis and marijuana are prohibited from use in this logo.
 - (b) Signs shall include the following language: "Registration card issued by the MA Department of Public Health required." The required text shall be a minimum of two inches in height.
 - (c) Signs shall only identify the building by its registered name.
 - (d) Signs shall not utilize graphics related to marijuana or paraphernalia on the exterior of the building in which the RMD is located.

Please see the enclosed signage plan attached hereto as **Exhibit B**. As the proposed facility is a co-located medical and adult use ME, Sunnyside will affix signage of a minimum of two inches in height next to the entry way that reads: "Patients must display Medical Use of Marijuana Program card and government issued identification. Adult use customers must display government issued identification."

- (9) RMDs shall not display on the exterior of the facility advertisements for marijuana or any brand name.
 - No advertisements are displayed on the exterior of the facility.
- (10) RMDs shall provide the Rockland Police Department, Building Commissioner/Zoning Enforcement Officer with the names, phone numbers and email addresses of all management staff and key holders to whom one can provide notice if there are operating problems associated with the establishment and update that list whenever there is any change in management staff or key holders.

 Sunnyside will provide the Rockland Police Department, Building Commissioner/Zoning Enforcement Officer with the names, phone numbers and email addresses of all management staff and key holders to whom one can provide notice if there are operating problems associated with the establishment and update that list whenever there is any change in management staff or key holders.
- (11) RMDs shall be open to the public by appointment only.

 Sunnyside will accept appointments for medical use patients in advance or, when desired, they may be made upon arrival to the facility.
- (12) RMDs shall provide delivery service to Hardship Patients who are unable to get to the Dispensary.Sunnyside will provide delivery services to Hardship Patients who may have difficulties accessing the ME.
 - B. Section § 415-38.4(D)(3) Special Permit Requirements

In addition to the application requirements established by the Zoning Board of Appeals rules, regulations, and elsewhere in this bylaw, a Special Permit application for an RMD shall include the following:

(a) The name and address of each owner of the establishment and property owner.

Landlord: Cheboygan Properties, LLC – 80 Washington St, Suite J40,
Norwell, MA 02061

Please see Exhibit H for the names and addresses of owners of the establishment.

- Copies of all required licenses and permits issued to the Applicant by the Commonwealth of Massachusetts and any of its agencies for the establishment.
 Sunnyside will provide a copy of all required licenses and permits issued by the Cannabis Control Commission upon receipt.
- (c) Evidence of the Applicant's right to use the site for the establishment, such as a deed, or lease.

Please see **Exhibit B**.

- (d) If the Applicant is a business organization, a statement under oath disclosing all of its owners, shareholders, partners, members, managers, directors, officers, or other similarly situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of the owners of such entities until the disclosure contains the names of individuals.

 Please see Exhibit H.
- (e) A certified list of all parties in interest entitled to notice of the hearing for the Special Permit application, taken from the most recent tax list of the Town and certified by the Town Assessor.

 Please see Exhibit I.
- (f) Proposed security measures for the Registered Marijuana Facilities, including lighting, fencing, video monitoring, gates and alarms, etc., to ensure the safety of persons and to protect the premises from theft.
 Sunnyside has shared security measures with the Rockland Police Department and obtained a letter enclosed hereto as Exhibit G.
- (g) A site plan drawn and stamped by a certified land Surveyor licensed to practice in Massachusetts showing all existing and proposed conditions on the lot. Please see Exhibit A.
- (h) A Traffic Impact Report shall be prepared by a traffic engineer. The report will be submitted to the Town's Engineer for review and shall be paid for by the Applicant. Please see **Exhibit D**.
- (i) RMDs shall submit an application and receive approval for site plan and design review done by the Planning Board.
 Sunnyside will submit an application and receive approval for site plan and design review by the Planning Board.

VI. Compliance with Rockland Zoning Bylaw Section § 415-79(A): Performance Standards

With the exception of single- or two-family residential uses, any use permitted by right or by special permit in any district shall be conducted so as to protect the adjoining premises against detrimental or offensive uses on the site, including:

- (1) By compliance with all dimensional requirements set forth in this Zoning Bylaw. Please see the enclosed Site Plans demonstrating compliance with all dimensional requirements set forth in the Zoning Bylaw.
- (2) By providing adequate landscaping, including the screening of adjacent residential uses, street trees, landscape islands in the parking lot and a landscaped buffer along the street frontage.

As demonstrated in the enclosed Site Plans, the proposed Property layout incorporates extensive landscaping including landscaped islands in the parking lot and landscaped buffers along the street frontage. There are no residential uses adjacent to the site.

(3) By providing for the convenience and safety of vehicular and pedestrian movement within the site, and in relation to adjacent streets, property, or improvements, including compliance with other provisions of this Zoning Bylaw where required.

With 23 parking spaces located on-site and an additional 10 offsite parking spaces for staff, Sunnyside respectfully submits that there is ample parking to accommodate its projected customers. The company will take great care to develop, implement, and refine operational procedures that ensure that customer visits are short and will not result in congestion within the parking lot or the store. Operational procedures will be continually evaluated and adjusted as necessary to ensure optimal function of the facility.

Please see the Traffic Impact Statement affixed as **Exhibit D**. Sunnyside respectfully submits that its proposed use of the Property will not disturb the existing right of way, pedestrian access, and will not cause a serious hazard to vehicle or pedestrian traffic. Traffic generated and patterns of access and egress will not cause congestion, hazard, or a substantial change to the neighborhood character.

(4) By providing for adequate methods of disposal for sewage, refuse and other wastes resulting from the uses permitted or permissible on the site.
All waste containing marijuana or marijuana products will be stored securely within Sunnyside's vault. Product waste will be picked up from the facility and returned to Sunnyside's licensed cultivation and product manufacturing establishment, where it will be destroyed in compliance with all regulations set forth by the Cannabis Control Commission.

Waste that does not contain marijuana will be stored in the dumpster to the rear of the building and picked up weekly by a commercial trash vendor.

The enclosed Site Plan demonstrates adequate methods for the disposal of sewage on-site.

(5) By providing an adequate stormwater drainage system within and/or adjacent to the site to manage all increased runoff resulting from the development on site.

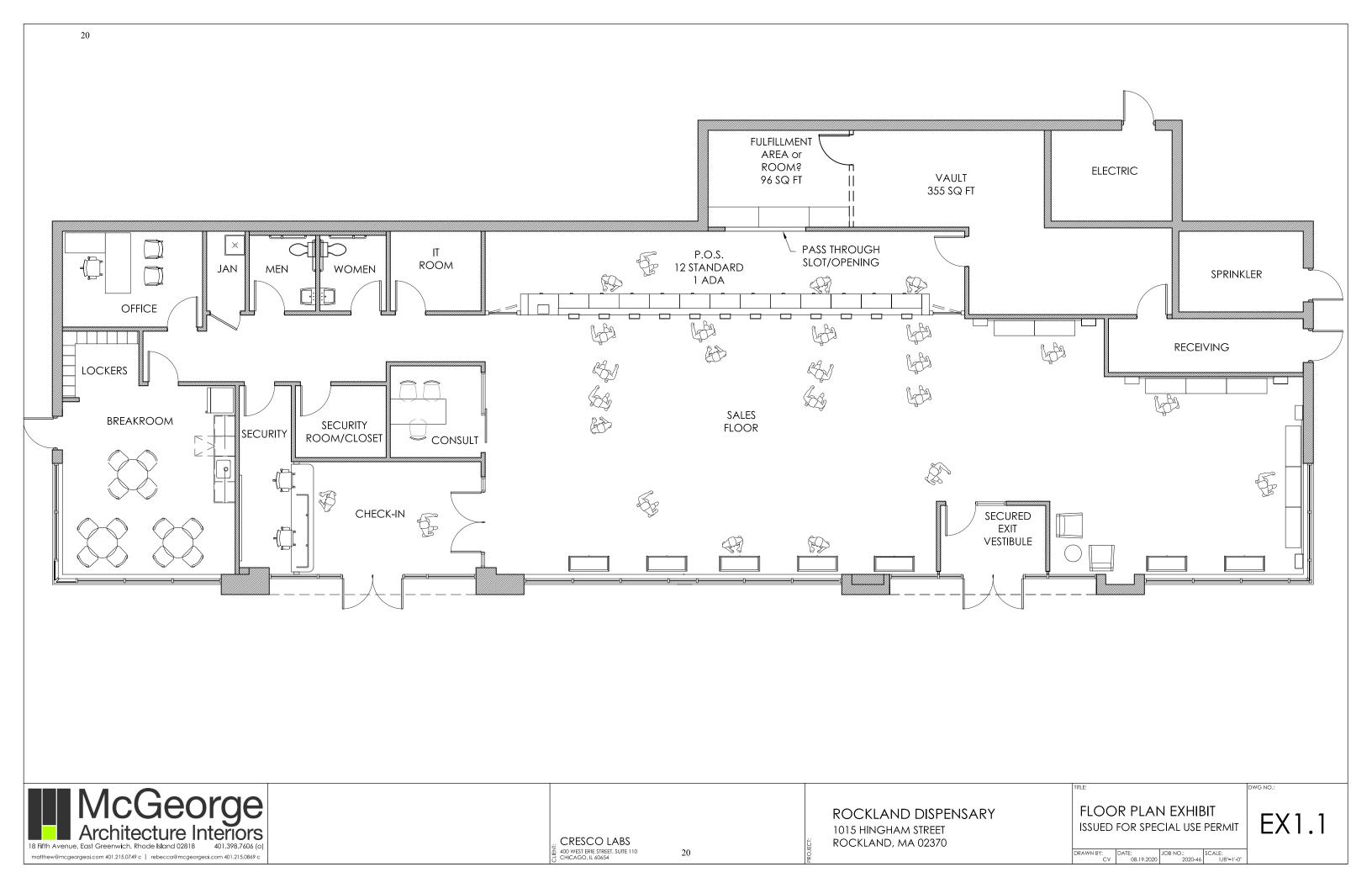
The enclosed Site Plan demonstrates an adequate stormwater drainage system to manage all increased runoff resulting from the development on site.

- By providing an adequate soil erosion plan and any plan for protection of steep slopes, both during and after construction.
 The enclosed Site Plan demonstrates an adequate plan to protect against soil erosion.
- (7) By providing adequate space for the off-street loading and unloading of vehicles, goods, products, materials, and equipment incidental to the normal operation of the establishment.

- The parking lot includes a 10'x25' loading zone adjacent to a dumpster pad which can be secured in accordance with Cannabis Control Commission security preferences to ensure the highest level of safety during the unloading of product deliveries to the site.
- (8) By providing adequate site lighting whether interior or exterior, and all intense light emanating from operations or equipment shall be shielded from direct view at normal eye level from adjacent properties.
 Exterior lighting will be downcast, dark-sky compliant fixtures that are affixed to the building and intended to illuminate the parking lot to ensure the safety of customers and employees leaving the facility during evening hours. Sunnyside's exterior security cameras utilize infrared capabilities and do not require external sources of light to operate effectively.
- By minimizing any material or significant adverse impacts on steep slopes, floodplains, scenic views, grade changes and wetlands.
 The proposal will not have an impact on the above-mentioned items.
- (10) By requiring all permits issued under this Zoning Bylaw be conditioned upon receipt of all other required permits including Board of Health, Conservation Commission, Planning Board, etc. prior to the commencement of any use.

 Sunnyside is amenable to this condition.

Exhibit A

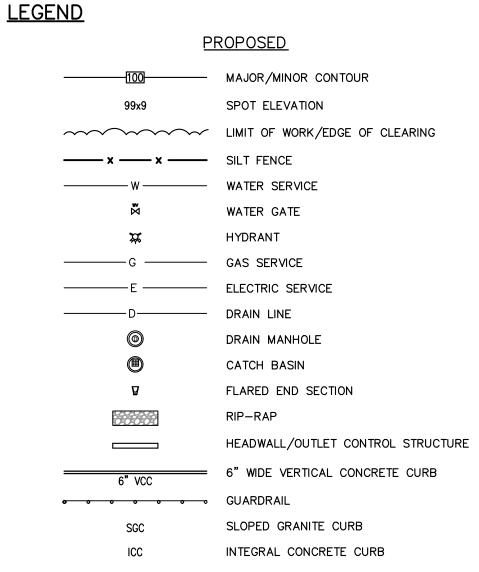


PROPOSED COMMERCIAL BUILDING

#1015 HINGHAM STREET ROCKLAND, MASSACHUSETTS

FEBRUARY 19, 2020 **REVISED: MAY 7, 2020 REVISED: MAY 15, 2020** REVISED: AUGUST 18, 2020 REVISED: SEPTEMBER 30, 2020 REVISED: NOVEMBER 23, 2020

SPOT ELEVATION



PROJECT NOTES

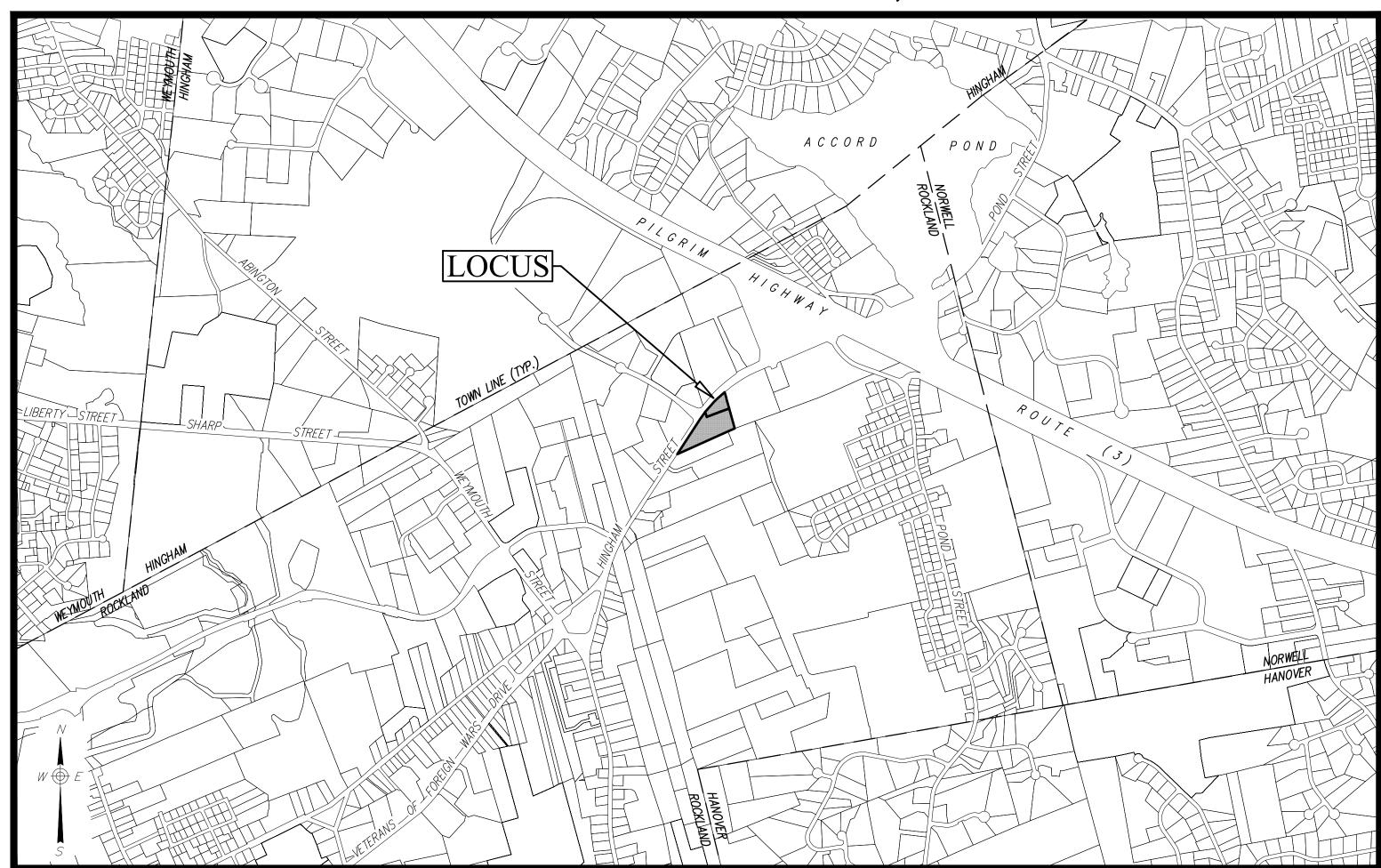
1. LOCUS: #1015 HINGHAM STREET ASSESSORS MAP 4 PARCEL 11

#1001 HINGHAM STREET ASSESSORS MAP 4 PARCEL 10

2. DEED REFERENCE: Bk: 46526 Pg: 22 (#1015 HINGHAM STREET) L.C. Cert. #99868 (#1001 HINGHAM STREET)

3. PLAN REFERENCE: Bk: 9 Pg: 195 (LOTS 1, 2, & 3)

- 4. LOCUS PARTIALLY FALLS WITHIN SPECIAL FLOOD HAZARD ZONE "A" AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP No. 25023C-0092-J dated 07/17/2012. ALSO REFER TO PRELIMINARY FEMA FLOOD INSURANCE RATE MAP No. 25023C-0092-L, PENDING APPROVAL.
- 5. LOCUS DOES NOT FALL WITHIN THE NATURAL HERITAGE and ENDANGERED SPECIES PROGRAM (NHESP) AREAS OF ESTIMATED HABITATS OF RARE WILDLIFE and PRIORITY HABITATS OF RARE SPECIES.
- 6. LOCUS FALLS WITHIN A ZONE "B" SURFACE WATER PROTECTION AREA.
- 7. ALL OF THE EXISTING SITE CONDITIONS, EXCEPT FOR THE WETLAND LINES, DEPICTED IN THIS PLAN SET WERE TAKEN FROM A PLAN ENTITLED "#1015 HINGHAM STREET EXISTING CONDITIONS PLAN IN ROCKLAND, MA", PREPARED BY PRECISION LAND SURVEYING, INC. AND DATED JULY 18, 2016.
- 8. THE WETLAND AREAS WERE DELINEATED BY LEC ENVIRONMENTAL CONSULTANTS IN JANUARY 2020.
- 9. THE CONTRACTOR SHALL REPORT TO THE OWNER AND ENGINEER OF ANY SIGNIFICANT VARIATIONS IN EXISTING SITE CONDITIONS FROM THOSE SHOWN ON THESE PLANS. ANY PROPOSED REVISIONS TO THE WORK, IF REQUIRED BY THESE SITE CONDITIONS SHALL NOT BE UNDERTAKEN UNTIL REVIEWED AND APPROVED BY THE OWNER AND THE ENGINEER.
- 10. THE LOCATION OF UNDERGROUND UTILITIES AS REPRESENTED ON THESE PLANS IS BASED UPON PLANS AND INFORMATION PROVIDED BY THE RESPECTIVE UTILITY COMPANIES OR MUNICIPAL DEPARTMENTS SUPPLEMENTED BY FIELD IDENTIFICATION WHEREVER POSSIBLE. NO WARRANTY IS MADE AS TO THE ACCURACY OF THESE LOCATIONS OR THAT ALL UNDERGROUND UTILITIES ARE SHOWN. THE CONTRACTOR SHALL CONTACT DIG SAFE AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION. DIG SAFE TELEPHONE NUMBER IS 1-800-322-4844.
- 11. THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE AND DEPTH OF EXISTING UTILITIES PRIOR TO TAPPING INTO, CROSSING OR EXTENDING THEM. IF THE NEW WORK POSES A CONFLICT WITH EXISTING UTILITIES, THE ENGINEER SHALL BE NOTIFIED PRIOR TO THE CONTRACTOR CONTINUING.
- 12. THE ROCKLAND WATER DEPARTMENT SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY WORK
- 13. THE ROCKLAND SEWER DEPARTMENT SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY WORK ON THE SEWER SYSTEM.
- 14. PROJECT ELEVATIONS ARE BASED ON NAVD88 VERTICAL DATUM.



LOCUS MAP Scale : 1" = 1,000'

OWNERS:

#1015 HINGHAM STREET 1099 HINGHAM ST REALTY TRUST

1900 CROWN COLONY DRIVE, SUITE 405

1001 HINGHAM STREET, LLC

APPLICANT:

CHEBOYGAN PROPERTIES, LLC

80 WASHINGTON STREET, SUITE J40

NORWELL, MA 02061

CIVIL ENGINEER / LAND SURVEYOR:

PRACKEN

49 HERRING POND ROAD 19 OLD SOUTH ROAD BUZZARDS BAY, MA 02532 NANTUCKET, MA 02554

(Fax) 508.833.2282

(Tel) 508.325.0044 www.brackeneng.com

ARCHITECT:

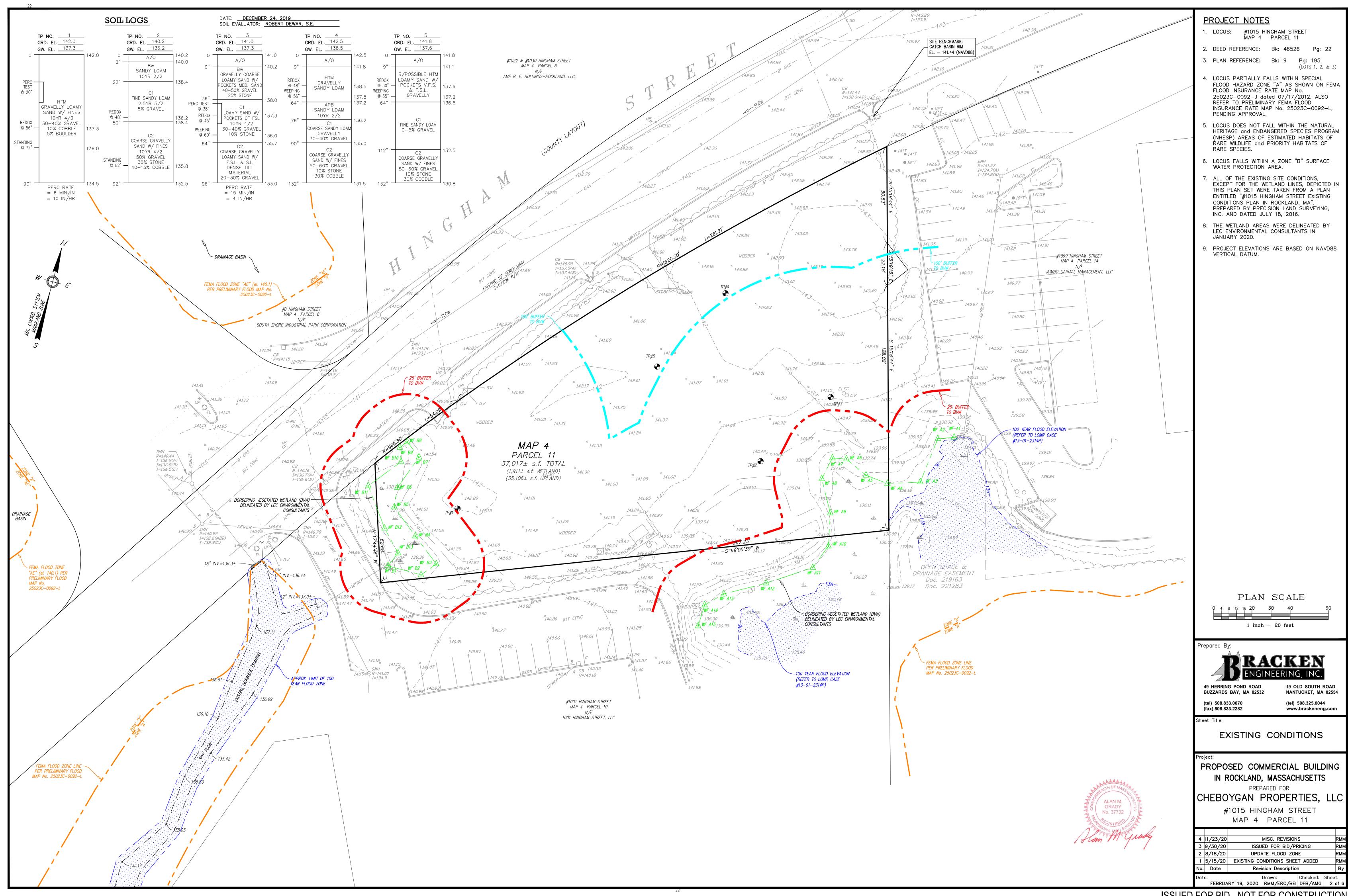
ROTH & SEELEN, INC.

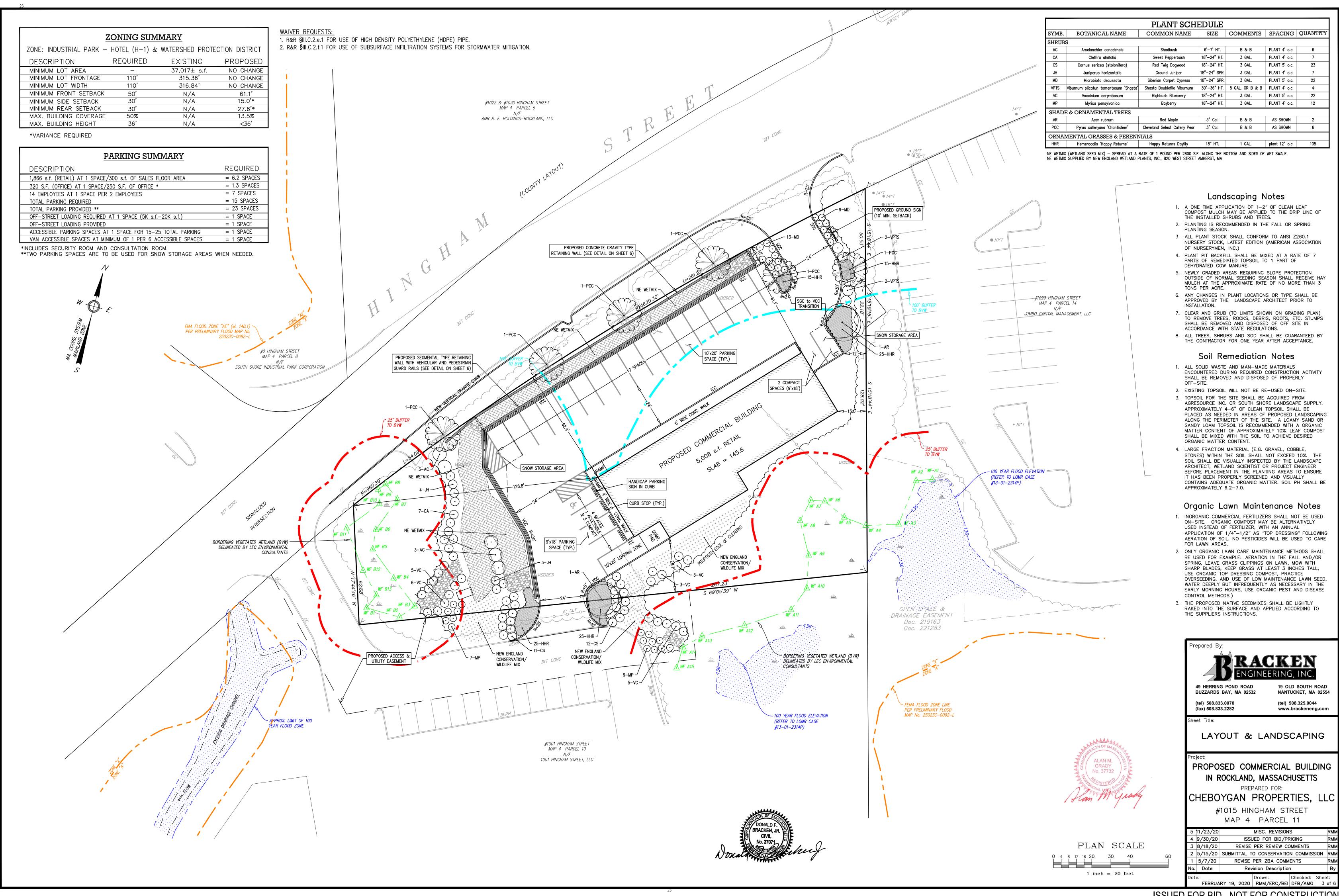
ARCHITECTURE, INTERIOR DESIGN, PLANNING **50 SOUTH STREET** HINGHAM, MA 02043

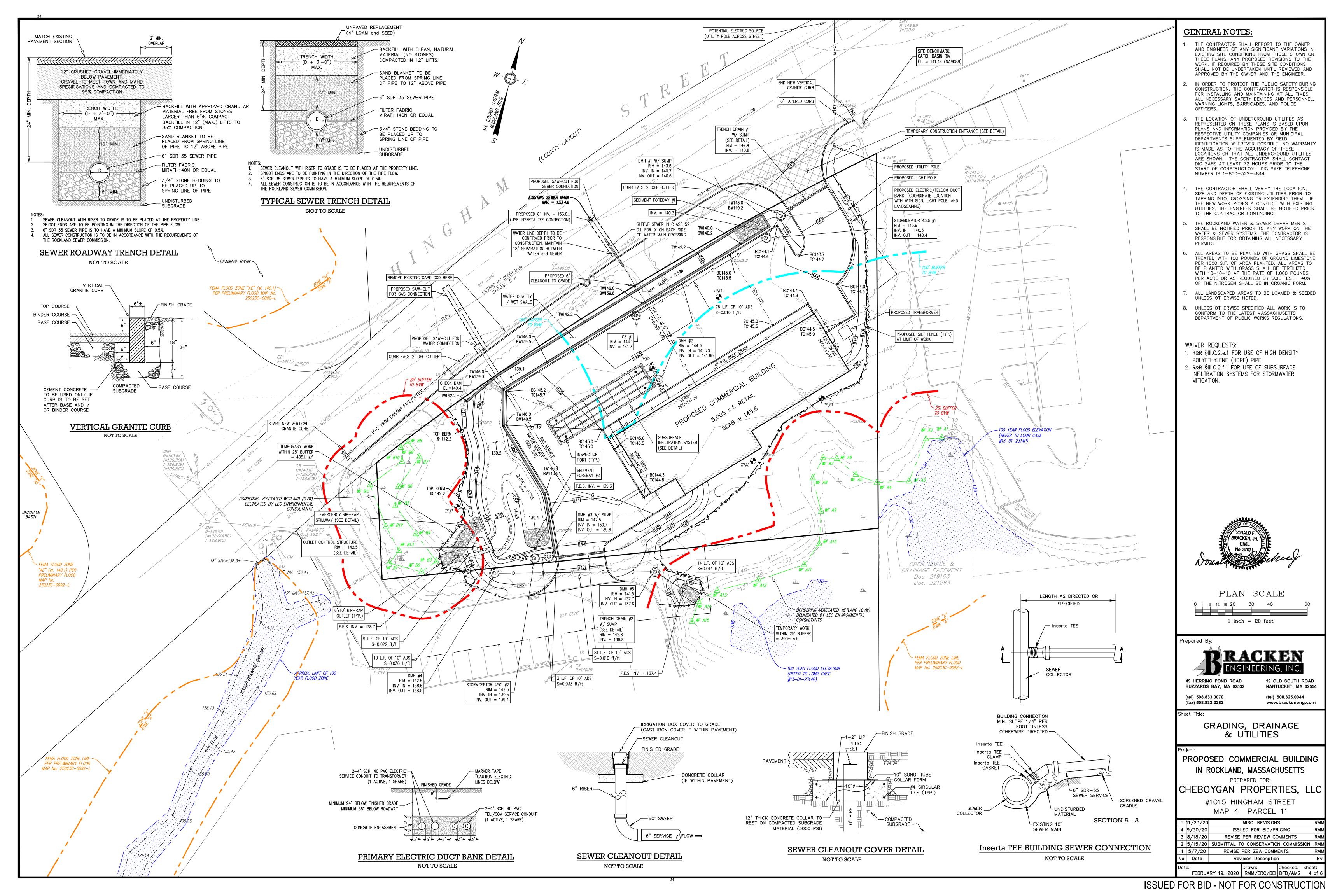
DESCRIPTION

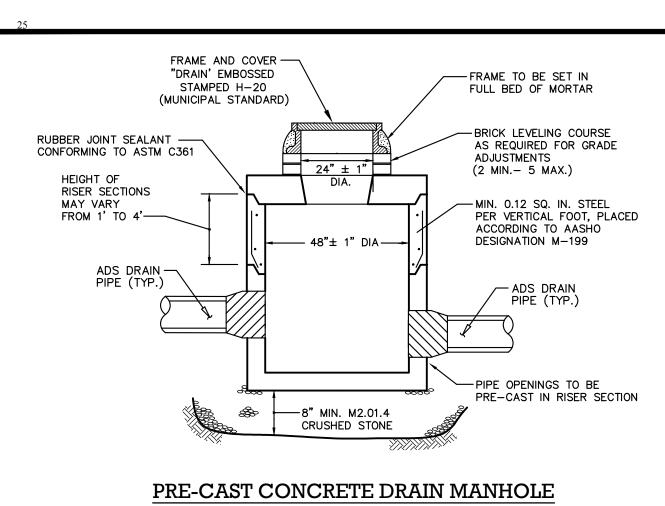
- **COVER SHEET**
- **EXISTING CONDITIONS**
- LAYOUT & LANDSCAPING
- GRADING, DRAINAGE & UTILITIES
- **CONSTRUCTION DETAILS**
- **CONSTRUCTION DETAILS**

ISSUED FOR BID - NOT FOR CONSTRUCTION

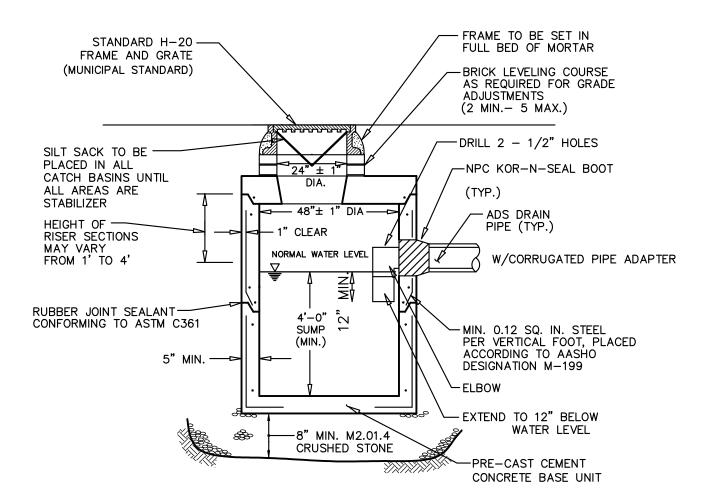






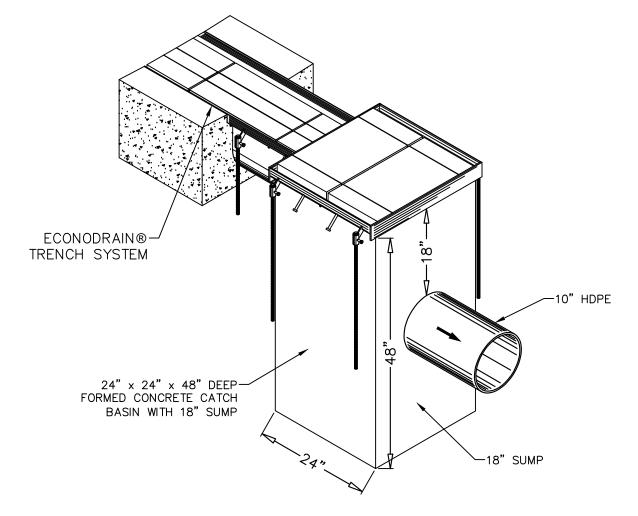


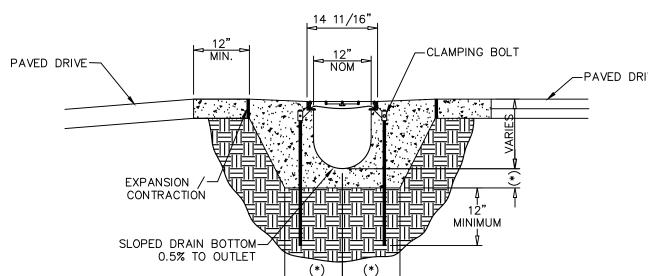
NOT TO SCALE



PRE-CAST CONCRETE CATCH BASIN

NOT TO SCALE



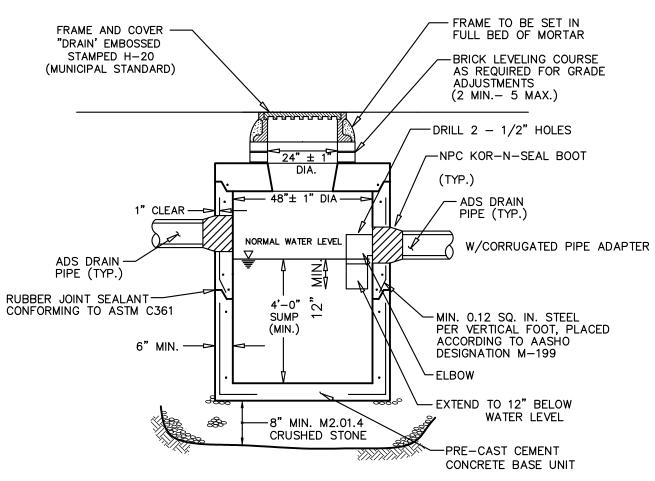


NOTES TO THE SPECIFIER:

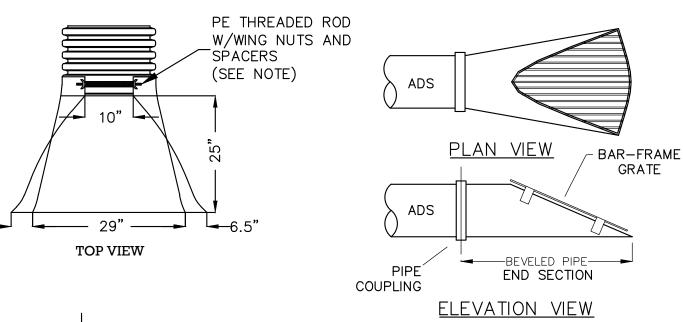
GUIDELINES

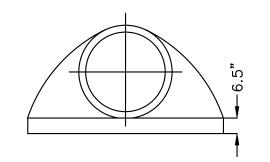
- ADD REBAR AS REQUIRED
- 2. SPECIFY REQUIRED DIMENSIONS (LABELED WITH *) USING 6" EACH SIDE OF STEEL FRAME AND BELOW EPS FORM AS A RECOMMENDED MINIMUM. SHOW TOP OF GRATE ELEVATION IN PLAN VIEW 4. EXPANSION CONTRACTION JOINT PER LOCAL ENGINEERING REGULATIONS AND
- 5. STANDARD CHANNEL LENGTH IS 8'-0" (96") 6. STANDARD CHANNEL SLOPE IS 0.5%

EconoDrain SERIES #12 INSTALLATION DETAIL NOT TO SCALE



PRE-CAST CONCRETE DRAIN MANHOLE W/ SUMP NOT TO SCALE

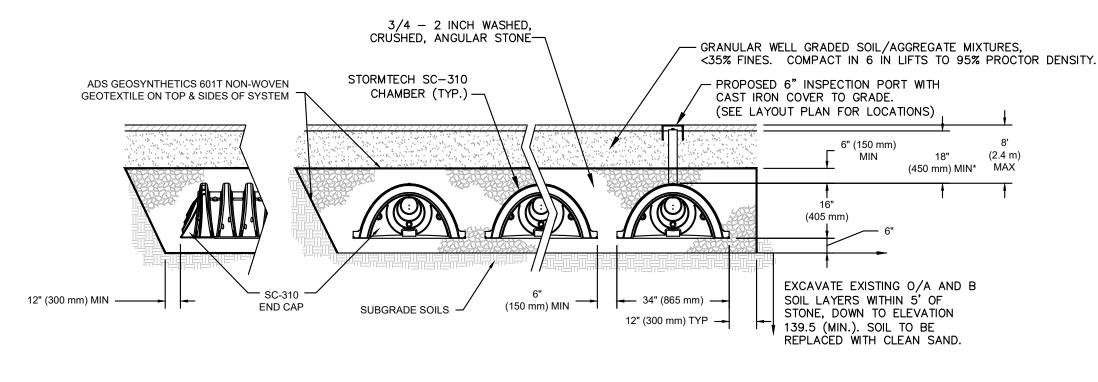




NOTES: 1. PE THREADED ROD W/WING NUTS PROVIDED FOR END SECTIONS 12"-24". 30" & 36" END SECTIONS REQUIRE TWO (2) THREADED RODS FOR ASSEMBLY. ALL DIMENSIONS ARE NOMINAL DETAIL PROVIDED BY ADVANCED DRAINAGE SYSTEMS, INC.

USE ADS TRASH RACK OR APPROVED EQUAL FRONT VIEW

FLARED END SECTION & TRASH RACK DETAIL NOT TO SCALE



SYSTEM SIZE	# OF UNITS	# OF ROWS	TOP OF STONE	TOP OF CHAMBER	INVERT IN	INLET DIA.	BOTTOM CHAMBER	BOTTOM STONE	GROUNDWATER ELEVATION	FINISHED GRADE
14.83' x 60.16' x 2.33'	32	4	143.33	142.83	141.55	8"	141.50	141.00	137.6 (TP#5)	144.7± to 145.1±

NOT TO SCALE

CHAMBERS SHALL MEET ASTM F 2418-05 "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".

THE INSTALLED CHAMBER SYSTEM SHALL PROVIDE THE SAFETY FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS SECTION 12.12 FOR EARTH AND LIVE LOADS, WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES. THIS CROSS SECTION DETAILS THE REQUIREMENTS NECESSARY TO SATISFY THE SAFETY FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS SECTION 12.12 FOR EARTH AND LIVE LOADS USING STORMTECH CHAMBERS.

UNSUITABLE SOILS: SURFICIAL ORGANICS, SURFICIAL OR BURIED TOP SOIL/SUB SOIL, OLD FOUNDATION, UTILITIES, PAVEMENT, FILL AND ALL OTHER DELETERIOUS MATERIAL.

SOIL INSPECTION: THE DESIGN ENGINEER SHALL CONDUCT A BOTTOM OF EXCAVATION TEST, TO VERIFY THE UNSUITABLE MATERIALS HAVE BEEN REMOVED PRIOR TO BACKFILL OF SAND AND PRIOR TO THE INSTALLATION OF THE CRUSHED STONE

PROTECTION: INFILTRATION AREAS ARE TO BE PROTECTED DURING CONSTRUCTION AND AVOID OVER COMPACTION TO INSURE THE INFILTRATION CAPACITY IS MAINTAINED.

& SEED

-WATER QUALITY SWALE

ELEVATION (SEE TABLE)

WATER QUALITY SWALE

DIMENSIONS

2'W x 9'L

6'W x 3'L

6" GRAVEL OR

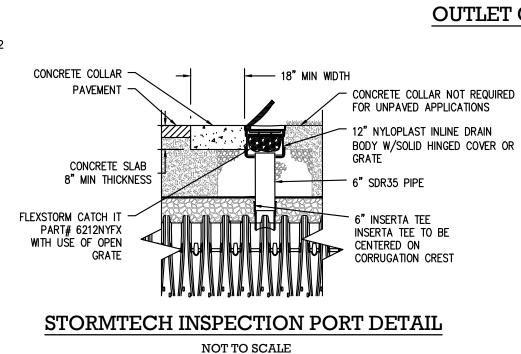
CRUSHED STONE

TOP CHECK | WATER QUALITY | CONC. PAD

SWALE EL.

140.2

139.4



FRAME & COVERS TO BE-

CAST INTO TOP OF CHAMBER

3.5"/4" ORIFICE~

IN PIPE CAP

INV. = 139.28

10" ADS PIPE-

IN PIPE CAP

INV. = 138.90

(EACH SIDE)

W/ ORIFICE DRILLED

10" ADS TO FEST

W/3.5" ORIFICE

IN PIPE CAP

-PIPE CAP (TYP.)

-√TRASH

SCREENS

TOP BAFFLE-

= 139.50

B-B VIEW

—TRASH

~10" ADS TO DMH 4

w/ 4" ORIFICE IN

PIPE CAP

SCREEN

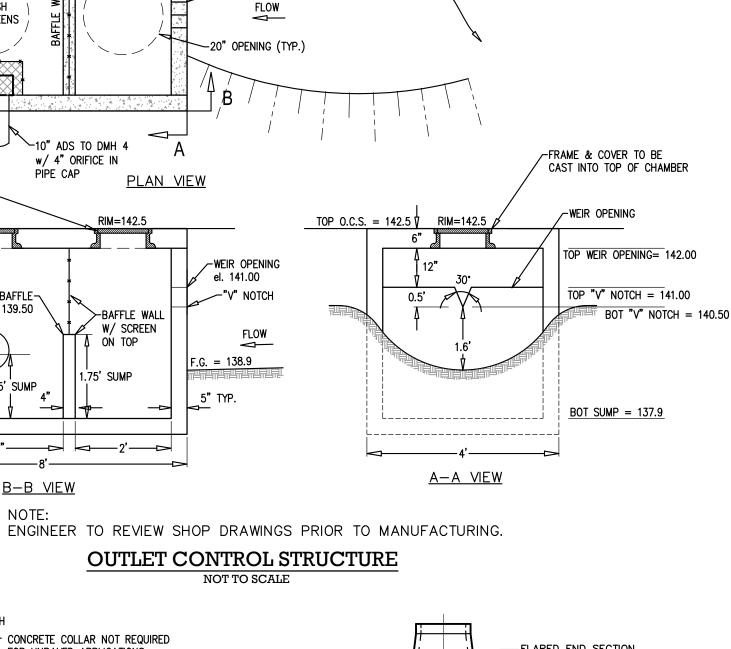
<u>PLAN VIEW</u>

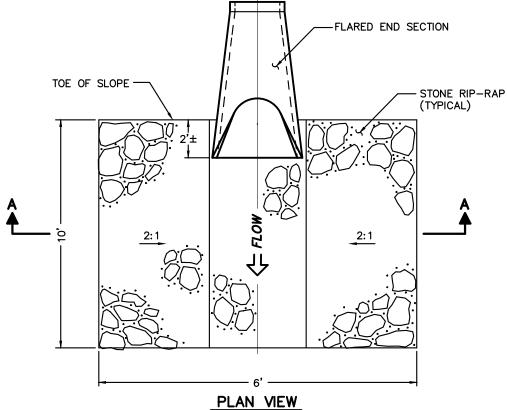
>-BAFFLE WALL

W/ SCREEN ON TOP

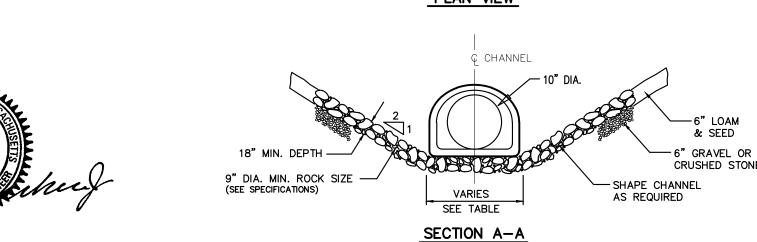
1.75' SUMP

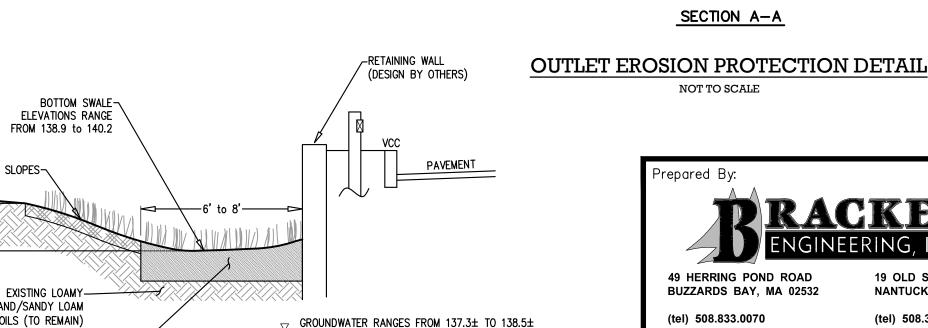
WEIR OPENING

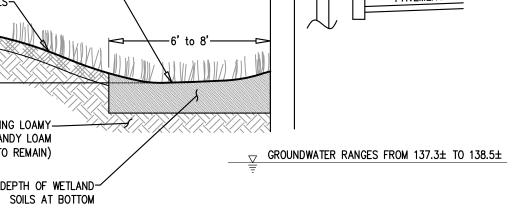


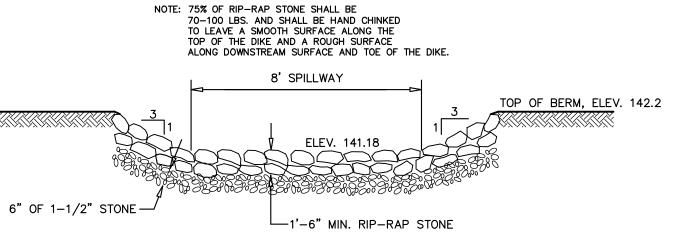


NOT TO SCALE





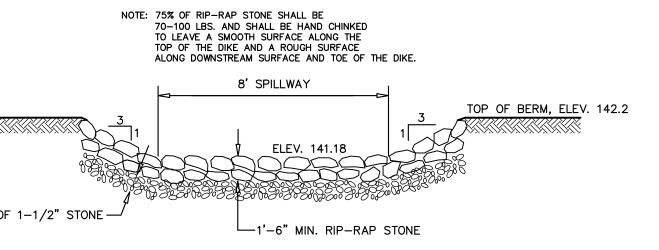




NOT TO SCALE

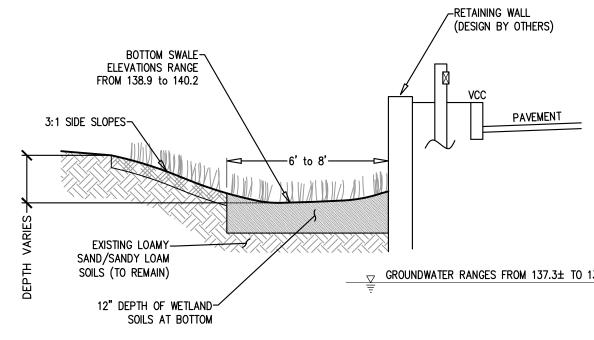
EXISTING LOAMY-SAND/SANDY LOAM SOILS (TO REMAIN) 12" DEPTH OF WETLAND-SOILS AT BOTTOM

WATER QUALITY / WET SWALE NOT TO SCALE



EMERGENCY SPILLWAY CROSS-SECTION

BRACKEN, JR CIVIL



49 HERRING POND ROAD **BUZZARDS BAY, MA 02532** (tel) 508.833.0070 (fax) 508.833.2282

CONSTRUCTION DETAILS

19 OLD SOUTH ROAD

(tel) 508.325.0044

NANTUCKET, MA 02554

www.brackeneng.com

IN ROCKLAND, MASSACHUSETTS PREPARED FOR: CHEBOYGAN PROPERTIES, LLC

PROPOSED COMMERCIAL BUILDING

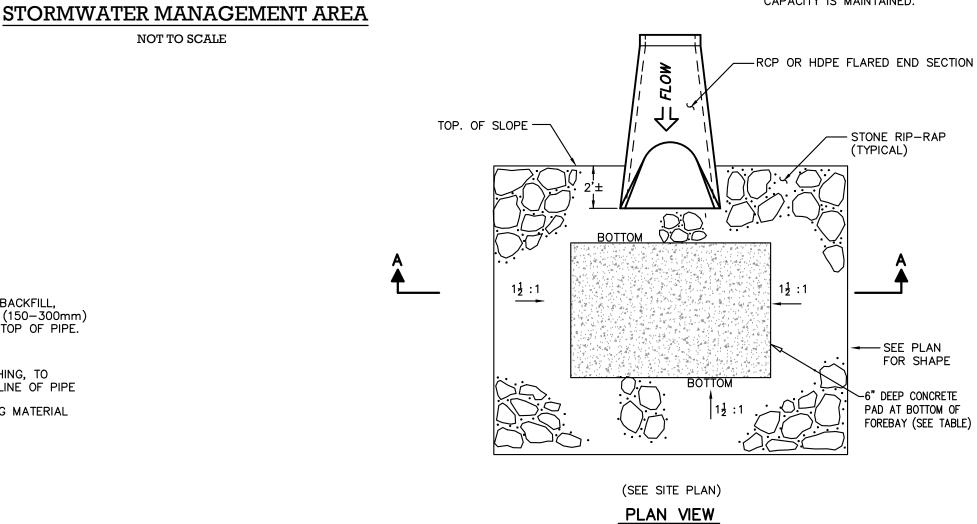
#1015 HINGHAM STREET

		MAP 4 PA	RCEL 11
5	11/23/20	MISC.	REVISIONS
4	9/30/20	ISSUED FO	R BID/PRICING
3	8/18/20	REVISE PER R	REVIEW COMMENTS
2	5/15/20	SUBMITTAL TO CON	SERVATION COMMISSION

3	8/18/20	REVISE PER REVIEW COMMENTS	RM
2	5/15/20	SUBMITTAL TO CONSERVATION COMMISSION F	RM
1	5/7/20	REVISE PER ZBA COMMENTS	RM
No.	Date	Revision Description	B
Dat	e:	Drawn: Checked: Sheet	

ISSUED FOR BID - NOT FOR CONSTRUCTION

FEBRUARY 19, 2020 RMM/ERC/BEI DFB/AMG 5 of



- SEE PLAN -

18" DEEP RIP-RAP-

REQUIRED DEPTH FOR

BOTTOM

FOREBAY EL.

138.4

NOT TO SCALE

SEDIMENT FOREBAY & CHECK DAM DETAIL

WATER QUALITY

WATER QUALITY

VOLUME

90 c.f.

34 c.f.

CHECK DAM EL.=SEE TABLE

∽6" DEEP CONCRETE

PAD AT BOTTOM OF

FOREBAY (SEE TABLE)

6"-9" DIA. MIN. ROCK SIZE -

12" DEEP RIP-RAP-

SCOUR PROTECTION

140.3

139.5

SEDIMENT

FOREBAY

INLET VARIES-

(SEE PLAN VIEW)

MIN. RECOMMENDED TRENCH WIDTH, in (mm) <u>in (mm)</u> 8 (200) 10 (250) 12 (300) 15 (375) 18 (450) 25 (630) 28 (710) 31 (790) 34 (860) 39 (990)

5. <u>MINIMUM COVER:</u> MINIMUM RECOMMENDED DEPTHS OF COVER FOR VARIOUS LIVE LOADING CONDITIONS ARE SUMMARIZED IN THE FOLLOWING TABLE. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TAKEN FROM THE TOP OF PIPE TO THE GROUND SURFACE.

<u>SURFACE LIVE</u>	MINIMUM RECOMMEN
OADING CONDITION	COVER, in (mm)
25 (FLEXIBLE PAVEMENT)	12 (300)*
25 (RIGID PAVEMENT)	12 (300)
80 RAILWAY	24 (610)
EAVY CONSTRUCTION	48 (1220)
*TOP OF PIPE TO BOTTOM	OF BITUMINOUS

4. MINIMUM TRENCH WIDTHS SHALL BE AS FOLLOWS:

INITIAL BACKFILL, 6"-12" (150-300mm) ABOVE TOP OF PIPE.

HAUNCHING, TO SPRINGLINE OF PIPE

BEDDING MATERIAL

SURFACE LIVE	MINIMUM RECOMMEN
LOADING CONDITION	COVER, in (mm
H25 (FLEXIBLE PAVEMENT)	12 (300)*
H25 (RIGID PAVEMENT)	12 (300)
E80 RAILWAY	24 (610)
HEAVY CONSTRUCTION	48 (1220)
*TOP OF PIPE TO BOTTOM	OF BITUMINOUS

PAVEMENT SECTION

TRENCH CROSS-SECTION & A.D.S. PIPE INSTALLATION DETAIL NOT TO SCALE

GROUND SURFACE -

1. <u>FOUNDATION</u>: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO

A DEPTH REQUIRED BY THE ENGINEER AND

"STANDARD PRACTICE FOR INSTALLATION OF

MATERIAL AS DEFINED IN ASTM D2321,

D2321, LATEST EDITION.

REPLACE WITH A FOUNDATION OF CLASS I OR II

THERMOPLASTIC PIPE FOR SEWERS AND OTHER

GRAVITY-FLOW APPLICATIONS," LATEST EDITION;

THE ENGINEER, THE TRENCH BOTTOM MAY BE

STABILIZED USING A WOVEN GEOTEXTILE FABRIC.

PARTICLES OF GRAVEL MEETING THE FOLLOWING:

SUITABLE MATERIAL SHALL CONSIST OF CLEAN, HARD,

MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM

MINIMUM BEDDING THICKNESS SHALL BE 4" (100MM)

(1050-1200MM) CORRUGATED POLYETHYLENE PIPE

(CPEP); 6" (150MM) FOR 30"-36" (750-900MM)

FOR 4"-24" (100-600MM) AND 42"-48"

PASSING

85-95%

5-15%

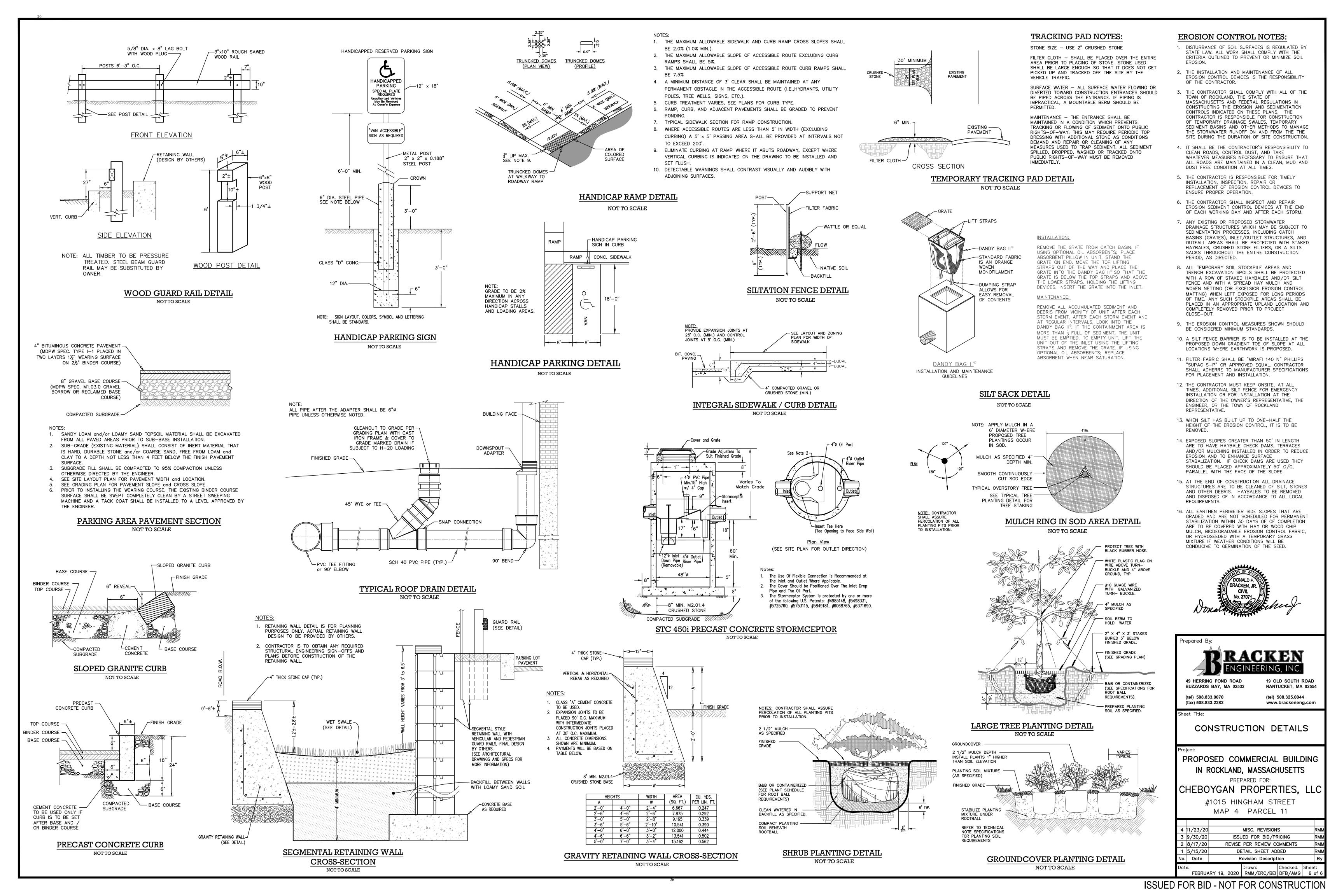
0-2%

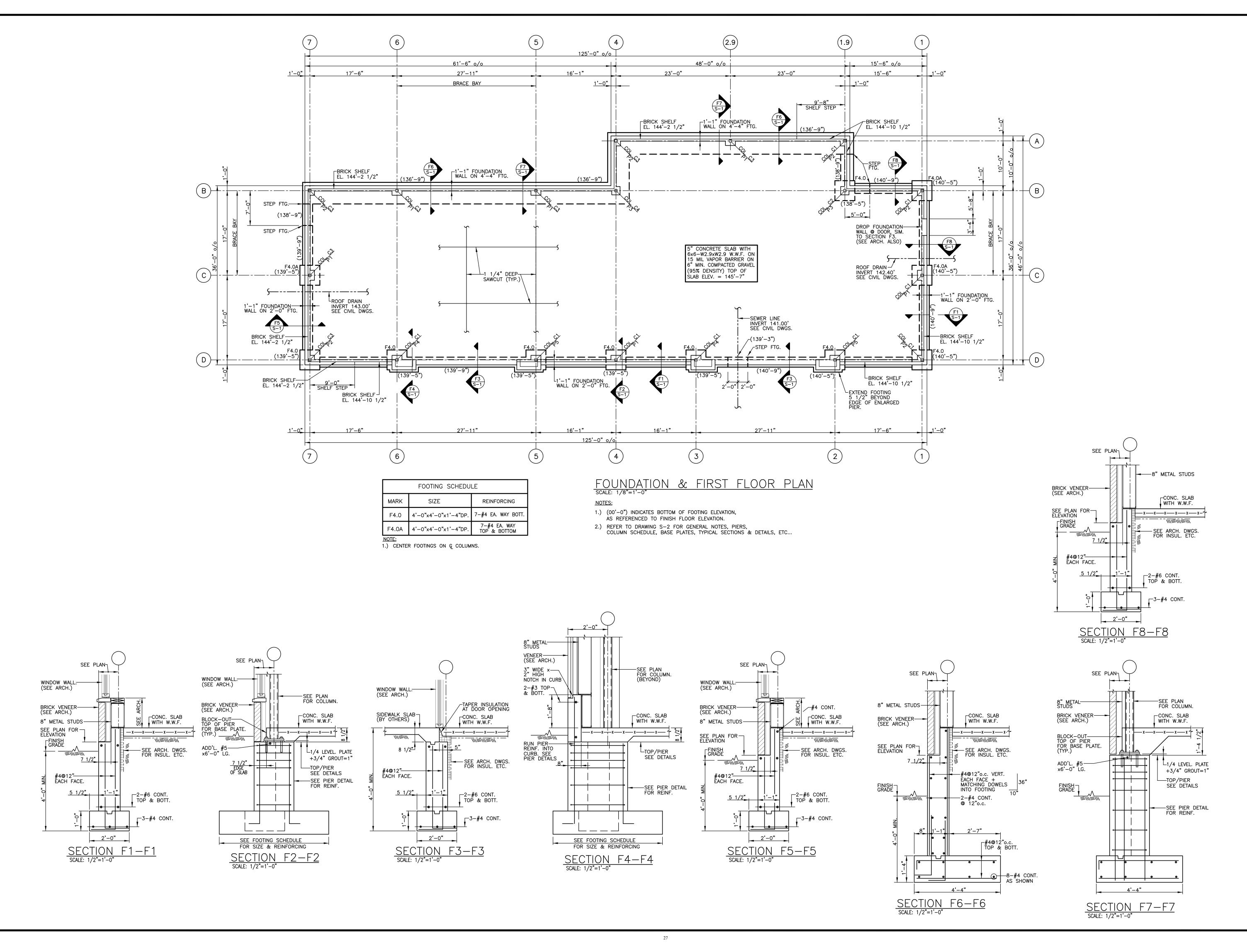
AS AN ALTERNATIVE AND AT THE DISCRETION OF

-UNDISTURBED EARTH

FOUNDATION -

MIN. TRENCH WIDTH





ROTH & SEELEN, INC.

ARCHITECTURE INTERIOR DESIGN PLANNING

50 South Street Hingham, MA. 02043

781 - 749 - 9900 Fax: 749 - 9909

617 - 926 - 6100

Consultants:
Souza, True & Partners, Inc.
265 Winter Street
Waltham, MA 02451

Project Number:

Drawn By: RPM

> Checked By: JMS

Date: Sept. 30, 2020

Revision Date By

Project:

COMMERCIAL BUILDING

1015 Hingham Street Rockland, MA



Drawing Title:

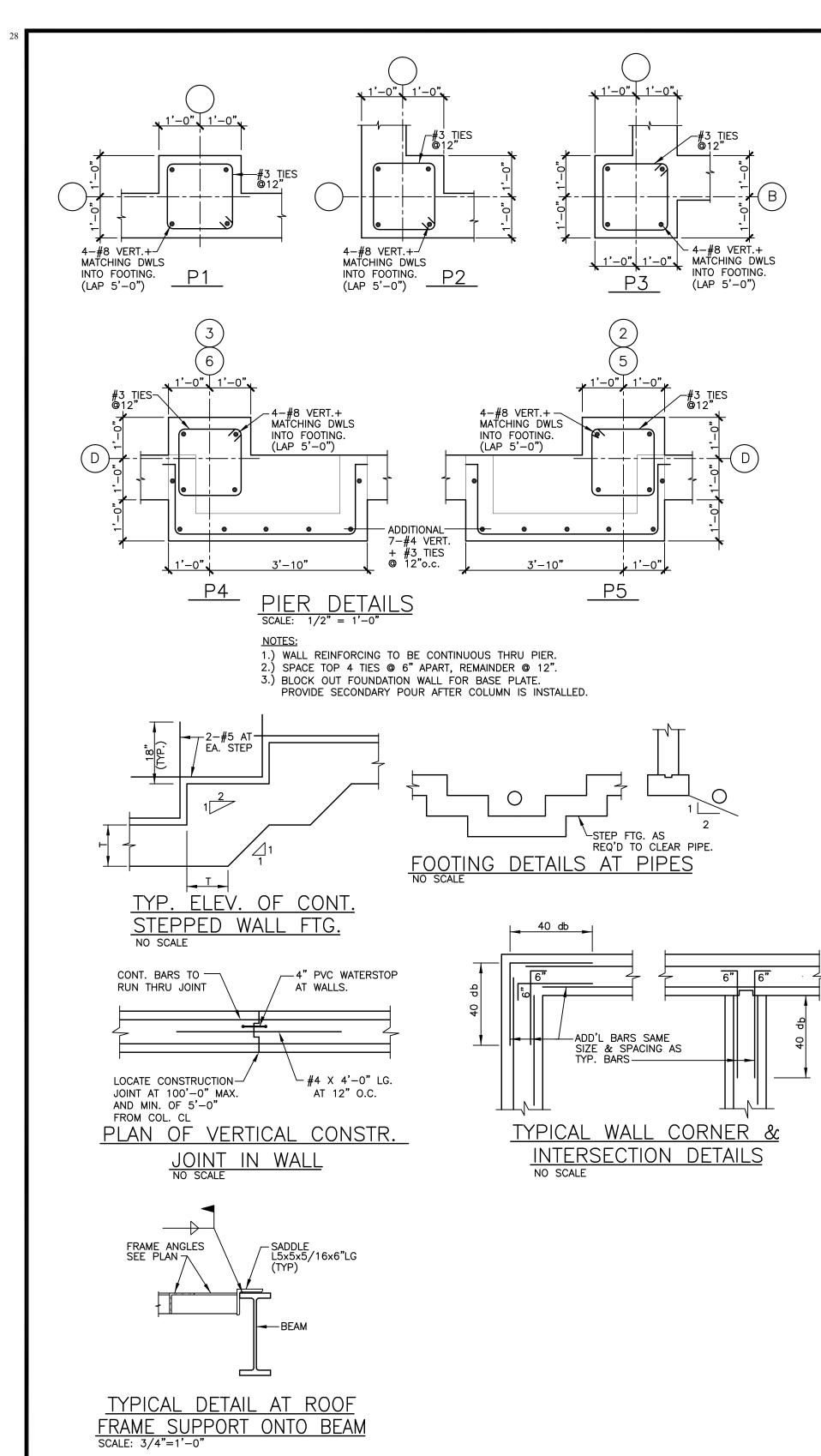
FOUNDATION &
FIRST FLOOR
PLAN, SECTIONS
& DETAILS

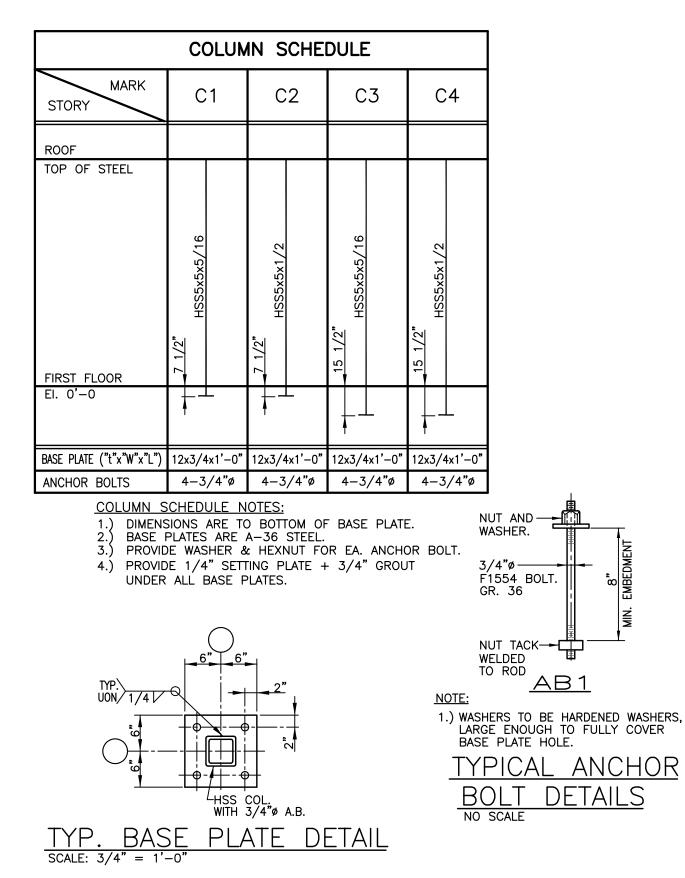
Scale:
AS NOTED

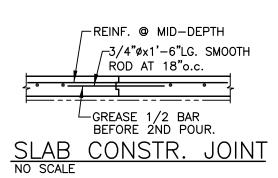
Drawing Number:

S-1

Set:







The following submittals shall be made in conformance with the acceptable industry practice and the standards noted in the "NOTES" 1. Concrete mix design and cylinder breaks during construction.

2. Reinforcement for concrete. 3. Steel framing and erection drawings and details.

4. Metal deck drawings.

5. Light gage metal framing and calculations. No structural element shall be fabricated unless the Contractor issued shop drawings are approved by the Engineer.

1. The Contractor shall verify all existing and new dimensions and conditions at the site and report any discrepancies to the Architect before ordering material and proceeding with the work. 2. All work shall conform to the requirements of the 2015 International Building Code with Massachusetts amendments.

3. All sections, details, notes, methods, or materials shown and/or noted on any plan, section or elevation shall apply to all other similar locations unless otherwise noted.

4. All work shall be controlled. Testing and inspection agencies selected by the Owner and approved by the Commonwealth of Massachusetts Materials Safety Board. All work shall require adherence

to the requirements of ASTM designation E-329 entitled "Recommended Practice for Inspection and Testing Agencies for Concrete and Steel Used in Construction". 5. Design Live Loads: ROOF

Pg=35psf, Pf=30psf+Drift, Ce=1.0, Ct=1.0, Is=1.0 SNOW SEISMIC LOADS

A. SEISMIC IMPORTANCE FACTOR B. SPECTRAL RESPONSE COEFFICIENTS $S_s = 0.198$ $S_{ds} = 0.211$ $S_1 = 0.065$ $S_{d1} = 0.104$ C. SITE CLASS D. SEISMIC DESIGN CATEGORY

RISK CATEGORY II F. ANALYSIS PROCEDURE EQUIVALENT LATERAL FORCE

G. THE BASIC LATERAL FORCE RESISTING SYSTEM IS CONSIDERED TO BE A STEEL SYSTEM NOT SPECIFICALLY DETAILED FOR SEISMIC RESISTANCE. H. RESPONSE MODIFICATION COEFFICIENT R = 3.00

I. DEFLECTION AMPLIFICATION FACTOR $C_D = 3.00$ $\Omega = 3.00$ J. SYSTEM OVERSTRENGTH FACTOR $C_s = 0.070$ K. SEISMIC RESPONSE COEFFICIENT L. SEISMIC WEIGHT W = 193 KIPSM. DESIGN BASE SHEAR V = 13.5 KIPS

WIND LOADS A. BASIC WIND SPEED $V_{ult} = 132 MPH$ B. EXPOSURE CATEGORY

. RISK CATEGORY II D. INTERNAL PRESSURE COEFFICIENT $GC_{pi} = \pm 0.18$

E. COMPONENTS AND CLADDING PRESSURES SHALL BE PER THE TABLES BELOW:

WALL DESIGN WIND PRESSURE TABLE	EFFECTIVE AREA	INTERIOR ZONES	END ZONES			
	10 SF	31 PSF	38 PSF			
	20 SF	30 PSF	36 PSF			
	50 SF	29 PSF	33 PSF			
	100 SF	26 PSF	30 PSF			
	500 SF	24 PSF	24 PSF			
ROOF DESIGN WIND PRESSURE TABLE	EFFECTIVE AREA	INTERIOR ZONES	END ZONES	CORNER ZONES		
	10 SF	32 PSF	53 PSF	79 PSF		
	20 SF	31 PSF	47 PSF	66 PSF		
	50 SF	30 PSF	40 PSF	47 PSF		
	100 SF	29 PSF	34 PSF	34 PSF		
	500 SF	29 PSF	34 PSF	34 PSF		
NOTES:						
1. $a = 4'-6"$ (FOR DETERMINING END AND CORNER ZONES).						

PRESSURES SHOWN SHALL BE CONSIDERED TO ACT TOWARDS OR AWAY FROM SURFACES. FOR EFFECTIVE WIND AREAS BETWEEN THOSE GIVEN, VALUE MAY BE INTERPOLATED.

OTHERWISE USE THE VALUE ASSOCIATED WITH THE LOWER EFFECTIVE WIND AREA. PRESSURE SHOWN ARE FOR STRUCTURAL ELEMENTS ONLY. FOR WIND PRESSURES ON

ROOF ASSEMBLIES, THE ASSUMED EFFECTIVE AREA SHALL NOT EXCEED 10 SF. SEE ARCHITECTURAL SPECIFICATIONS FOR FURTHER INFORMATION.

ALL DESIGN WIND PRESSURES IN THE TABLE ABOVE ARE FOR LRFD LOADING. FOR ASD LOAD COMBINATIONS, MULTIPLY THE ABOVE PRESSURES BY 0.6.

6. Structural drawings shall be used in conjunction with Architectural, Heating and Ventilating, Plumbing, Electrical and Mechanical drawings and specifications and these drawings shall be referred to for size and location of openings, vents, pipes, inserts, hangers, etc.

1. Footings shall rest on firm, undisturbed material or controlled compacted granular fill (compacted to 95% density) capable of sustaining a bearing pressure of two & a half (2.5) ton/sq. ft.

2, Subgrade and structural fills under building foundations and floor slab shall be prepared and meet the requirements of the "Geotechnical Summary Report: Proposed Retail Building,

1015 Hingham Street, Rockland, Massachusetts" prepared by KKM Geotechnical Consultants, Dated Sept. 4, 2020. 3. Granular fill material under slabs shall be compacted to 95% relative density.

4. All footing excavations to be finished by hand and inspected and approved by the testing engineer before any concrete is placed.

5. Backfill shall be placed to equal elevations on both sides of foundation walls. Where backfill is on one side only work shall be shored or have permanent adjacent construction in place before backfilling.

6. The sides of all beams, walls, footings, etc. shall be formed and concrete shall not be placed against earth cuts.

7. Footings shall not bear on frozen soil and all exterior footings shall be not less than 4'-0" below adjacent finish grade. 8. All work shall be protected against frost heaving.

9. All work shall be "in the dry" and no concrete shall be placed in water.

1. All concrete shall have an ultimate compressive strength of 3,000#/sq. in. at 28 days, with minimum cement 517 lbs./cu.yd, except Exterior Slabs shall be 4,000#/sq. in. (cement 620). Maximum 3/4" aggregate, air entrained, maximum slump 4". No fly ash nor slag permitted. No air in interior slab on grade. See Arch. specifications for hardener and sealer requirements.

2. Reinforcing steel shall comply with the requirements of ASTM-A615 Grade 60 billet steel. ASTM-A185 for wire mesh. Bars shall be deformed to ASTM-A305. 3. Steel reinforcement fabrication shall comply with the requirements of "Manual of Standard Practice for Detailing Reinforced Concrete Structures," as adopted by the American Concrete Institute.

4. Concrete cover: footings, begins and walls — Bottom 3". Sides 2".

5. All concrete work shall conform to the requirements of the American Concrete Institute Specification ACI-301-89. 6. All reinforcing to be supported in forms spaced with necessary accessories and securely wired together in accordance with CRSI Recommended Practice for Placing Reinforcing Bars.

7. All reinforcing shall be lapped 40 bar diameters except as otherwise noted. 8. Interior floor slabs shall be steel trowled to a level of 1/4" maximum in ten feet. Exterior platforms shall receive a broom finish. All exposed walls, etc. shall have ties removed, holes plugged, fins removed, and surface patched and rubbed. 9. Pipes and conduits embedded in concrete shall not be larger than one third the thickness of the slab, wall or beam in which they are embedded, nor shall they be placed closer than three

diameters on center and shall not be so located as to unduly impair the strength of the concrete.

10. No splices or bends in the reinforcement shall be made except as noted and/or shown on the drawings unless authorized by the Architect. 11. Provide 6" minimum concrete pads under all floor mounted mechanical and/or electrical equipment where indicated.

12. Provide all cutting, patching, leveling, of concrete for completion of work.

13. Unless otherwise noted provide at all four sides of an opening, 2-#5 top and bottom for slabs and 1-#6 each face in walls. Extend bars 2'-0" beyond opening or hook. 14. Slab on grade shall be sawcut at locations approved by the Architect immediately after concrete has initial set.

STRUCTURAL STEEL - METAL DECK

1. Structural steel shall conform to the requirements of the American Institute of Steel Construction. Material ASTM—A36, except W—shapes shall be high strength steel ASTM—A572, Gr 50, Steel tubes to be ASTM-A500, Grade C (Fv=50ksi).

2. Welding shall comply with the requirements of the American Welding Society, AWS D1.1. Use E70 series electrodes unless noted otherwise.

3. Shop connections welded or high strength bolted. Field connections high strength bolted unless noted to be welded. Bolts 3/4" diameter round high strength with one washer, unless noted. (Bearing type with threads in shear plane, unless noted to be slip-critical where connection is subjected to stress reversal, slippage, etc.) Bolts shall be tightened to a fastener tension equal to

70% of minimum tensile strength of bolt. 4. Provide temporary bracing to hold steel in place during erection.

5. All steel shall receive one shop coat of rust inhibitive paint, gray oxide, except at slip—critical connections and where encased in concrete.

6. Bolts for wood nailers shall be 5/8" diameter in 11/16" diameter holes at 2'-6" o.c.

7. Provide 1/2" thick stiffener plates on each side of beam when column occurs above or below beams. 8. For structural beam over column use 1/2" cap plate + 4-3/4" diameter high strength bolts.

9. Beam to beam and beam to column connections shall be standard AISC single plate connections. The connection shall be capable of transferring one half of the total uniform load capacity of

the beam at the specified span, using AISC Manual of Steel Construction, 15th edition.

10. Members with holes noted slotted for adjustment shall be field welded. 11. The Contractor shall verify the location of all vents, stacks, risers, drains, etc.

12. Provide 2 1/2" x 2 1/2" x 1/4 angles for support of unframed edges of steel deck. Field weld. Furnished by Structural Steel Fabricator.

13. All steel work shown on structural drawings shall be furnished by Structural Steel Fabricator. 14. Provide holes in steel work for anchors, conduits, pipes, hangers, etc.

15. Oversized or slotted holes in connections shall not be allowed unless authorized by Engineer.

16. Touch—up rusted areas of steel, bolts, and welds, etc. after erection. 17. Metal roof deck shall be in accordance with the recommendation of the Roof Deck Institute. Side laps to be attached with No. 10 tek screws. Deck shall be galvanized G60 (wiped). Weld to

supports with 5/8" puddle welds. Provide 14 gage recessed sump pans at drains. Refer to Roof Deck Attachment Plan on Dwg. S-4.

18. Steel deck shall be formed from sheets comforming to ASTM A653 Grade 40 and the AISM specification for the design of cold formed steel structural members. 19. Mechanical, electrical, plumbing or ceiling construction shall not be hung directly from the underside of steel roof deck.

20. High strength bolts shall have 10% or at least two bolts per connection tested for tightness. 21. Where beam, girders, columns, etc. are noted for nominal depth or size and without weight the minimum weight in a series shall be provided.

22. Shapes noted "Galv." on drawings shall be Hot-Dip Galvanized in accordance with ASTM-A123. 23. All hollow tube columns shall have a 1/2" diameter weep hole in side wall, set 1" above finish floor for drainage during construction.

24. Full penetration shop and field welds shall be ultrasonically inspected. High strength bolts shall have 10% or at least two bolts per connection tested for tightness. 25. Minimum standard single plate beam connections — 3/4" dia. H.S. bolts (single shear)

Beams Beams W21 - 5 W8, W10 -

- 6

W24

W16 -W27 W18 26. All equipment, piping, etc. shall be attached to roof framing members. No attachment shall be made to the underside of the roof deck.

LIGHT GAGE FRAMING

1. All materials, design, fabrication and installation shall be in accordance with American Iron and Steel Institute (AISI) Specifications for the Design of Cold Formed Steel Structural Members, latest edition. 2. Exterior wall shall be designed for wind loads shown by an Engineer licensed in the State of Massachusetts. Maximum allowable deflection shall not exceed

L/600 at Brick Veneer, nor L/360 at Metal Panel Siding. 3. Provide deflection track at top of all non-bearing walls.

W12, W14 -

ROTH &

ARCHITECTURE **INTERIOR DESIGN** PLANNING

50 South Street Hingham, MA. 02043

781 - 749 - 9900

Fax: 749 - 9909

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Consultants: Souza, True & Partners, Inc. 265 Winter Street Waltham, MA 02451

Project Number:

Drawn By: RPM

Checked By:

JMS

Date: Sept. 30, 2020

Revision Date By

Project:

COMMERCIAL

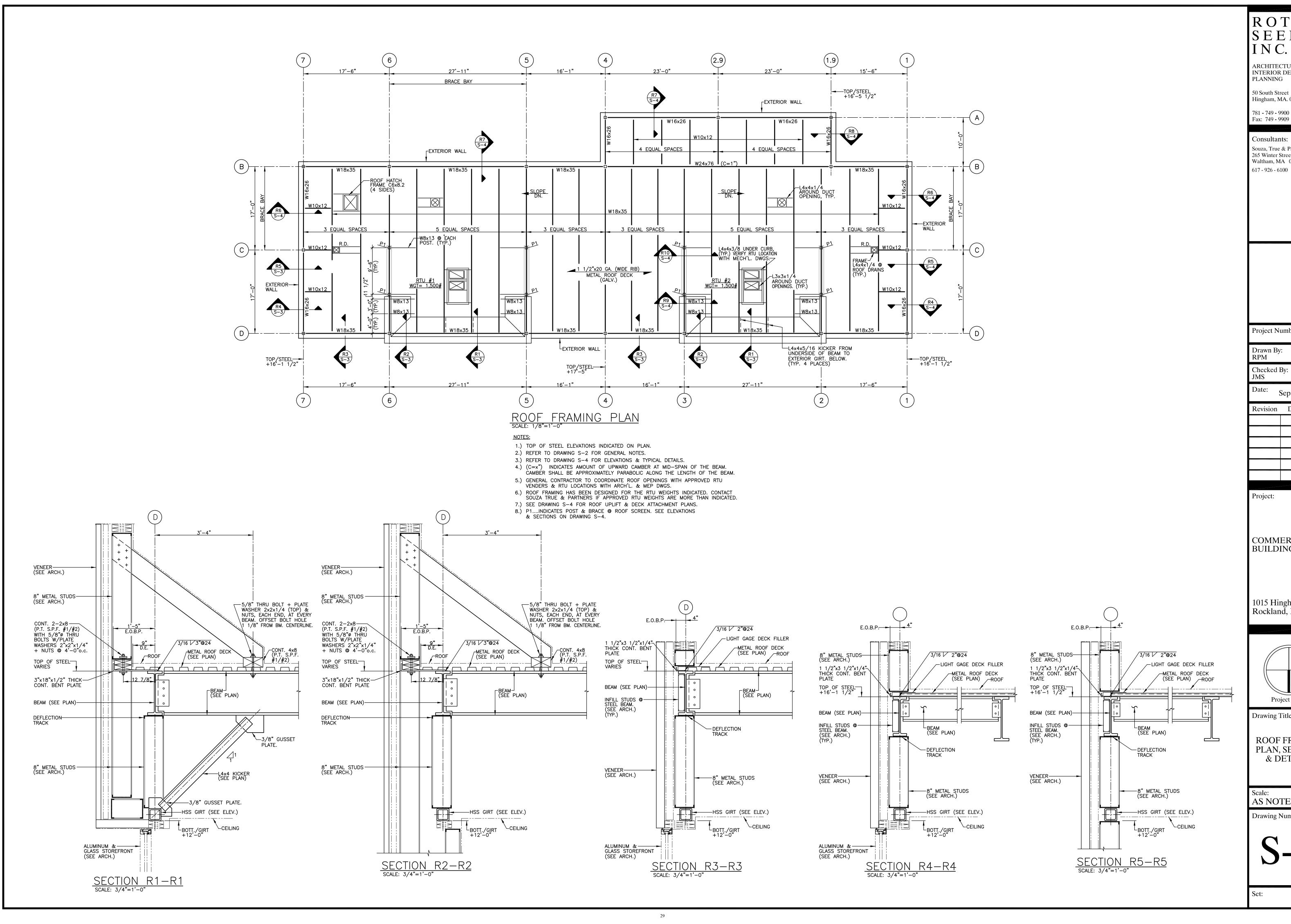
BUILDING

1015 Hingham Street Rockland, MA

Drawing Title:

COL. SCHEDULE. **SECTIONS** & DETAILS

AS NOTED



ROTH & SEELEN, INC.

ARCHITECTURE INTERIOR DESIGN PLANNING

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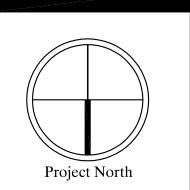
Date: Sept. 30, 2020

Revision Date

Project:

COMMERCIAL BUILDING

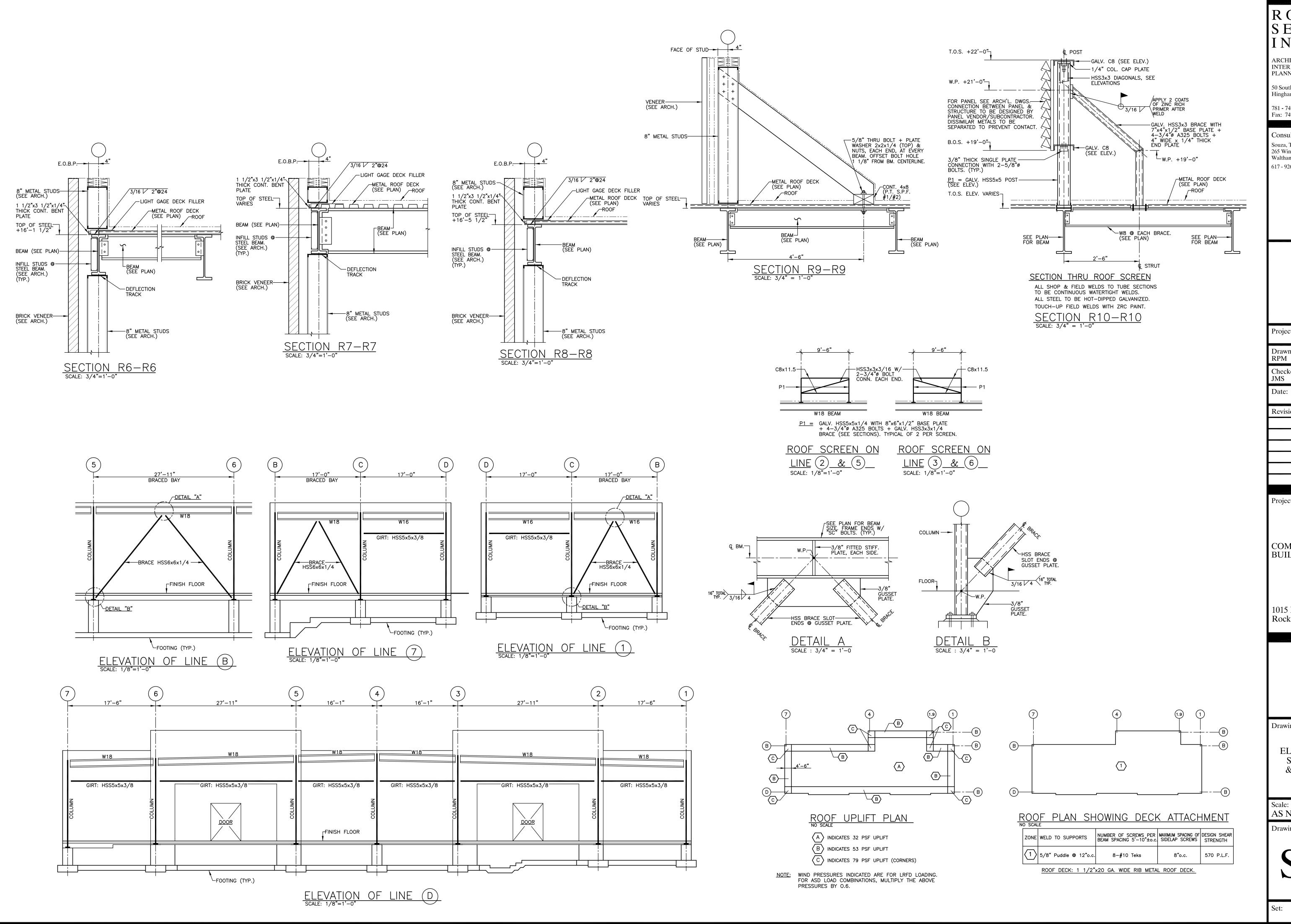
1015 Hingham Street Rockland, MA



Drawing Title:

ROOF FRAMING PLAN, SECTIONS & DETAILS

AS NOTED



ROTH & SEELEN, INC.

ARCHITECTURE INTERIOR DESIGN PLANNING

50 South Street Hingham, MA. 02043

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Project Number:

Drawn By:

Checked By: JMS

Date: Sept. 30, 2020

Revision Date

Project:

COMMERCIAL BUILDING

1015 Hingham Street Rockland, MA

Drawing Title:

ELEVATIONS, **SECTIONS** & DETAILS

AS NOTED

Following installation of roof vapor barrier, starting at low points lay flat, tapered, or cricketed panels directly over substrate in strict accordance with the layout pattern indicated on the Architect approved shop drawings. All panels shall be butted snugly with no gaps greater than 1/4 inch. Gaps greater than 1/4 inch shall be filled with the same material. Apply insulation in multiple layers with staggered joints between layers (to prevent thermal short circuits through continuous gaps) as required to achieve specified overall thickness. Install snubnose, full diamond, and kite crickets around obstructions and elsewhere as required to provide minimum pitch to drains of 1/2" per foot. Lay out and install insulation in patterns and thicknesses required to eliminate the possibility of ponding unacceptable to roofing manufacturer. Mechanically attach the insulation according to the manufacturers' written recommendations for the wind loading performance specified, minimum fastening quantities per 4x8 sheet as follows: 12 in the field, 18 at perimeter and 32 at corners. The surfaces of the insulation shall be inspected prior to installation of roof membrane. The substrate surfaces shall be clean and dry and smooth without excess surface roughness, contaminated surfaces or unsound surfaces. Over the properly installed and prepared surfaces, apply approved adhesive and membrane in strict accordance with membrane manufacturer's printed instructions. Exercise care to locate field splices away from roo low points and drain sumps. All sheets shall be overlapped a minimum of three inches or as required by adhesive techniques. Provide transition closure between roof membrane and wall air barriers as required by Code. Appearance of adhered membrane is very important. Installer shall take steps to ensure that all membrane installation including seams, joints, accessories, etc., are of the highest standard, uniform in appearance providing roof surface with a monolithic appearance. Membrane Flashing: All flashings shall be installed concurrently with the roof membrane as the job progresses. No temporary membrane flashing shall be allowed without the prior written approval of the membrane manufacturer. Approval shall only be for specific locations on specific dates. Flashing of parapets, curbs, expansion joints, pipe penetrations, sealant pockets, scuppers, inside and outside corners, and other parts of the roof must be performed using compatible membrane. Walkway Protection: Install walkway protection pads or rolls in locations indicated for access from roof hatch to rooftop equipment after membrane installation is complete. Adhere walkway protection material to membrane in accordance with manufacturer's instructions. The roofs shall be flashed and counter flashed and made watertight at all edges and intersections of roof with vertical surfaces of any nature. All metal flashing and sheet metal work shall be fabricated and placed in accordance with the best practices and applicable requirements and details of "SMACNA" Architectural Sheet Metal Manual and any additional requirements, as specified herein. Generally, flashing and sheet metal work shall be in lengths not exceeding 10 feet and free from longitudinal joints. All flashing in contact with dissimilar metal shall be coated with asphalt paint. All joints in flashing shall be sealed with seam sealant and made watertight. Expansion joints shall be formed by joining ends of sheets together with a 3 inch loose lock, filled with elastic cement. Expansion joints shall be installed every 30 feet in straight runs; straight runs less than 30 feet shall have similar expansion joint at center of the run. Reinforce all metal flashing corners as required. All joints must be waterproofed with seam seglant. Securely anchor exposed sheet meta work, but allow for thermal movement and building movement. Use concealed fasteners to the greatest extent possible. Install work to be permanently weatherproof and watertight. Coordinate with work of other sections. Restore damaged components and finishes. Clean and protect work from damage.

5. Roof Specialties and Accessories: Provide roof hatch with ladder extension and safet rail. Prefabricated insulated single-leaf 14 gage galvanized steel unit; Bilco Type S. nominal $3'-0" \times 2'-6"$ or as required to meet OSHA regulations, or approved equal; Bilco LadderUp Safety Post, Model 1, or approved equal; Bil-Guard Hatch Railing System, or approved equal. Comply with accessory manufacturers' instructions and recommendations. Coordinate installation with roofing system to ensure weather tight performance. Anchor securely to structure to withstand inward and outward loads. Isolate dissimilar metals to prevent advanic corrosion. Test and operate units: clean. lubricate and adjust moving parts. Leave units ready for field painting. 6. Flashing and Sheet Metal: Provide flashing and sheet metal components for building construction: Metal counter-flashing, exposed metal trim units, miscellaneous sheet met accessories. Flashing: Steel, 20 gage galvanized steel, G90 galvanizing, ASTM A 525; Aluminum Sheet, 20 gage alloy 3003 clear anodized aluminum where concealed, Kynar finish where exposed, ASTM B 209, match adjacent colored materials unless noted otherwise. Follow recommendations of SMACNA "Sheet Metal Manual". Allow for expansion, Isolate dissimilar materials, Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Restore damaged components and finishes. Clean and protect work from damage.

7. Joint Sealers: Provide sealants at intersection of building components and at contro and expansion joints. Joints designed for expansion and movement conditions at site: Exterior joints on vertical surfaces, Non-sag polyurethane, Tremco Dymonic FC or approved equal, colors to be selected by Architect, generally to match adjacent materials unless otherwise indicated; Secondary sealers at exterior vertical joints, Pre-compressed self-expanding closed cell polyurethane foam tape. Illbruck Willseal 2D or approved equal; Horizontal paving joints, interior and exterior, Self-leveling polyurethane, Tremco THC 901 or approved equal; Pavement joint filler where paving abuts vertical surfaces, resilient, premolded asphalt impregnated fiberboard. Interior joints: Ceramic tile, toilet fixture joints: Silicone rubber; Tremco Proglaze or Dow 786 or approved equal; Interior joints designed to receive paint finish; joints at mirrors: Acrylic latex; Tremco Acrylic Latex or approved equal. Primers, bond breakers, and backer roc compatible with sealant and adjacent surfaces. Examine substrate; report unsatisfactory conditions in writing. Beginning work means acceptance of substrates. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Clean and prime joints, and install bond breakers, backer rods and sealant as recommended by manufacturers Depth of liquid joint sealers shall equal width up to 1/2" wide; depth shall equal 1/2width for joints over 1/2" wide. Depth of pre-compressed foam tape shall equal twice the width of the joint opening. Cure and protect sealants as directed by manufacturers. Replace or restore damaged sealants. Clean adjacent surfaces to remove spillage. 8. Submittals: Submit for approval shop drawings and manufacturer's literature for all proposed thermal and moisture protection materials and systems. Submit actual samples of colored metal components for initial selection and final approval. Include in roofing submittals. in addition to standard materials literature, samples of system warranty(ies), metal flashing and coping shop drawings, standard and special elastomeric flashing details, and complete layout of insulation systems, cricket and tapered insulation patterns, and fastening patterns showing how attachment systems meet required design and uplift criteria. Submit a letter of certification from the roofing system manufacture which certifies the roofing sub-contractor is authorized to install the manufacturer's roofing system. Submit certification of the roofing system manufacturer's warranty reserve. Upon completion of the installed roofing work, submit copies of the manufacturer's final inspection report prior to the issuance of the manufacturer's warranty.

DOORS. FRAMES AND HARDWARE

1. Access Doors: Provide access doors for access to valves, controls, and concealed items requiring maintenance. Doors: 14 gage for non-fire-rated units, 20 gage for

fire-rated units; flush steel panel doors; cam locks except key locks at public areas. Frames: 16 gage with exposed flanges. Primed for field paint finish. Comply with manufacturer's installation instructions. Install plumb, level and square. Install fire-rated units where required to comply with fire-resistance rating of partitions indicated. Coordinate installation and field finishing with work of other trades. 2. Hardware: Provide finish door hardware as scheduled on drawings and as follows:

Hinges, Full-mortise: 5 knuckle standard weight, ball bearing, $4\frac{1}{2}$ " x $4\frac{1}{2}$ ", three hinges per door for doors up to 7'-6" tall, typical, one additional hinge for each additional 2'-6" of height: heavy weight, ball bearing at all doors with closers: Stanley, Hager, Hinges, Continuous: Hager #780-112HD Roton continuous hinge, full length of door.

Locksets and latchsets, cylindrical: Provide heavy duty cylindrical type, Schlage ND Series, Athens lever, at all interior doors unless otherwise indicated; provide free-wheeling feature for levers in locked position (Schlage VandlGard) where available for specified lock function.

Lock cylinders and keying: interchangeable-core lock cylinders and nickel silver keys (three keys per lock). Electric strikes, Standard: Von Duprin 6111 DS-LC, typical; exact model numbers suitable for specific door, frame, and lockset configurations. All standard electric strikes to have built—in latch monitor. Provide power supplies as required. Fail secure operation. Electric strikes shall be operated by security access control system fobs.

Exit devices: Von Duprin 35 Series, rim type at single doors, and concealed vertical at double doors, 03 function; electrified operation (QEL) where scheduled. Provide LX feature to electronically monitor latch engagement at exterior doors where electric strikes cannot be used. Provide power transfers, electric hinges, power supplies, and other incidental devices as required for a complete installation at electronic devices. Provide cylinder dogging. Provide offset pulls at exterior face of doors unless otherwise

Concealed overhead stop/holder: Glynn Johnson 100 or Rixson #1. Bolts and coordinators: Ives or approved equal.

Push/pulls, Standard: Rockwood off-set pulls, 10", with push plates (solid stainless steel, polished finish).

Kick plates, miscellaneous door trim: Hager, Brookline, or approved equal (solid stainless steel, satin finish).

Stops: Ives; #436 or #438 floor stops (no wall stops) to suit flooring conditions, or

approved equal. Weather-stripping: Pemko, Reese or approved equal. Thresholds: Pemko, Reese or approved equal, extruded aluminum. All thresholds fully

accessible to handicapped; provide half-saddle style thresholds where threshold is indicated to be adjacent to ceramic tile, mat, carpet, or other floor finish with thickness of approximately 1/2". Set exterior thresholds in full bed of sealant. Silencers: Gray resilient silencers to suit frame type, three for single doors, 2 for pair doors, Reese or approved equal.

Closers: LCN 4040XP series; painted finish to match hardware finish as closely as possible at interior doors; provide polished chrome finish covers on exterior aluminum/glass doors; provide closers mounted on most inconspicuous or secure side

Overhead stops/holders, concealed: Glynn Johnson 100 or Rixson #1 concealed overhead stop/holder. for use at all exterior aluminum/glass doors

all kick plates, and at all hardware elements exposed to the exterior. Follow auidelines of DHI "Recommended Locations for Builder's Hardware for Standard Steel Doors and Frames" and hardware manufacturers' instructions; comply also with

applicable handicap codes for hardware locations. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections, including electrical/alarm systems and Tenant-provided security systems for various types of electric/security hardware. Adjust operation, clean and protect

3. Submittals: Submit for approval shop drawings, manufacturer's literature, schedules, samples of factory finish colors, etc., for all door and hardware materials and systems.

WINDOWS, GLASS AND GLAZING

. Aluminum Entrances, Windows, Curtain Wall, and Storefront: Provide commercial grade, high-performance, fixed aluminum windows, curtain wall, aluminum entrances. exterior entrance doors and frames, and storefront for conventional wall systems. Minimum design wind loads shall be V-ult. = 132 miles per hour; 25 PSF, typical, 30 PSF within 10 ft. of corners, as indicated on Structural drawings, greater if required by

storefront/curtain wall framing design engineer. Stile—and—rail type doors, 1-3/4" thick unless otherwise indicated, medium stile with mechanically fastened and reinforced joints, 1/4" tempered (non-insulating) glass at interior doors, and 1" tempered (insulating) glass at exterior doors, as indicated, Kawneer 350 or approved equal, with 10" bottom rail; compression and sliding weather-stripping. Door Hardware (see Hardware section, above, for detailed requirements): Hager heavy duty Roton continuous piano type hinges; LCN 4040XP series overhead surface closers with integral stops, one per door leaf; at exterior single doors provide Von Duprin rim type exit devices, as specified above, with off-set pulls, and monitorina electric strike to be operated by security access control system; at exterior double doors provide Von Duprin concealed vertical rod exit devices and offset pulls, all as specified above; at all exterior doors provide Glynn Johnson 100 or Rixson #1 concealed overhead stop/holder; at all exterior doors provide half-saddle type aluminum threshold: all lock cylinders specified under finish hardware section. All operating hardware systems shall be in compliance with applicable handicap code requirements. Unless otherwise indicated, all door hardware shall be solid stainless steel, US32 polished finish; closers to have polished covers. Finish on aluminum door components o match finish on curtain wall and/or storefront where doors are installed in curtain wall/storefront framing. See below for curtain wall and storefront finishes. Framing System, Windows and Storefront: Units fabricated from aluminum extrusions. ASTM B 221, and sheet, ASTM B 209; with thermal break; equal to Kawneer Trifab-VG 451T, front-glazed, 4-1/2" deep, screw spline or shear block fabrication, vertical members internally reinforced with manufacturer's standard steel inserts if required to resist wind loads indicated on Structural drawings. Framing System, Curtain Wall where specifically indicated: Units fabricated from aluminum extrusions, ASTM B 221, and sheet, ASTM B 209; with thermal break; equal to Kawneer 1600 Series, front-glazed; vertical members 7-1/2" deep (overall), internally reinforced with manufacturer's standard steel inserts if required to resist wind loads indicated on Structural drawings Provide extruded thermal sill pans, manufacturer's standard attachment clips, and other incidental accessories as required for a complete installation. Metal finish on all aluminum members to be custom metallic colors: two colors required, match ACM colors, Fluoropolymer finish, 2-coat, Hylar/Kynar 500. Glazing: 1" thick insulating alazing at exterior walls (1/4") glass, 1/2" gir space, 1/4" glass), 1/4" single thickness at interior walls; tempered and annealed glass as indicated or as required loading conditions or hazardous locations; see also Glass and Glazing specification below for more detailed requirements. Take field measurements before fabrication where possible and allow for 1/2" sealant joint all around windows; do not delay job progress. Fabricate framing systems to conform to AAMA standards and accept glass

specified. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Anchor securely in place; install plumb, level and in true alianment, Isolate dissimilar materials to prevent corrosion. Coordinate with sealant work. Coordinate with alass and glazing work. Clean and protect completed system; repair damage.

2. Glass and Glazing: Provide glass and glazing for all applications scheduled. Glass schedule: Exterior metal windows, curtain wall, and storefront, 1" thick insulating unit Low-E glass, clear, U=0.28 \pm , SHGC=0.39 \pm , equal to Solarban 60(2) clear+clear, unless otherwise indicated; Interior storefront, sidelights and borrowed lights, 1/4" tempered safety glass, clear, unless noted otherwise. Comply with governing codes and regulations. Provide products of acceptable manufacturers which have been in satisfactory use in similar service for three years. Use experienced installers. Deliver.

handle, and store materials in accordance with manufacturer's instructions. Glazina sheets: Primary glass, ASTM C1036, Clear float glass; Heat treated glass products, ASTM C1048, Heat-strengthened and fully tempered glass; Mirrors, silvering, copper coating, protective organic coating. Insulating glass units: Sealed insulating units, ASTM E774 or ASTM E2190 or both, fabricated from two panes of glass with air space between, dual sealing system, spacer, dessicant, and corner reinforcement, glass thickness to be 1/4" minimum, thicker if determined by manufacturer for wind loading conditions; Insulating glass warranty 10 years; Where tempered glass is indicated or required by applicable codes for hazardous locations, temper both lites of insulatina units. Glazina materials and miscellaneous components: Structural silicone sealant, Dow Corning 795 or approved egual, verify compatibility with other glass and glazing components; Weather seal, Dow Corning or approved equal; Acrylic glazing sealant (interior), Tremco Mono or approved eaual: Preformed alazina tape. Tremco Polyshim Tape or approved eaual: Glazina gaskets, Lock-strip gaskets, D.S. Brown Co. or approved equal, Preformed gaskets, Tremco or approved equal; Setting blocks, shims and spacers as required and as recommended by manufacturers of primary systems and components. Cap beads, liquid sealants as recommended by store front and glass manufacturers, color as selected by Architect. Inspect framing and report unsatisfactory conditions in writing. Comply with FGMA "Glazing Manual" and manufacturers instructions and recommendations. Use manufacturer's recommended spacers, blocks, primers, sealers, gaskets and accessories Install glass with uniformity of pattern, draw, bow and roller marks. Install sealants to provide complete wetting and bond and to create a substantial wash away from glass. Remove and replace damaged glass and glazing. Wash, polish and protect all glass supplied under this section.

3. Submittals: Submit for approval manufacturer's literature, shop drawings, glass samples, metal finish samples, wind load calculations for window and storefront systems, warranty information, etc., for all window, curtain wall, storefront, glass and glazing materials and systems.

GYPSUM BOARD WORK

. Gypsum Wall Board, Stud Walls and Ceilinas: Construct all new partitions, interior ceilings and soffits, and miscellaneous GWB work in accordance with generally accepted industry practices, fully taped and spackled. Provide acoustical insulation in stud wall construction where indicated, including concealed acoustical sealants. Provide installation of access panels in stud wall work. Tolerances: Not more than 1/16" difference in true plane at joints between adjacent boards before finishing. After finishing, joints shall not be visible. Not more than 1/8" in 10' deviation from true plane, plumb, level and Finish: US 26, polished chrome, typical; US32, polished stainless steel, at all push/pulls, proper relation to adjacent surfaces in finished work. Gypsum drywall systems, US Gypsum, Gold Bond, Domtar or approved equal; Gypsum wallboard for interior use: ASTM C 36. Type X. 5/8" thick. Acoustical insulation: Unfaced mineral fiber batt insulation cut to full center-to-center stud dimension, Owens Corning or approved equal; Acoustical sealant: Concealed acoustical sealant, U. S. Gypsum Acoustical sealant or approved equal: Steel studs: 3-5/8" deep, typical unless noted otherwise, 20 agge screw—type steel studs, ASTM C 645 unless heavier gage or depth is indicated or required for span or load, galvanized; deeper deflection type tracks at tops of partitions at extend from deck to deck. Fasteners: ASTM C 514 and ASTM C 646, provide Type S buale head screws at interior, cadmium plated at humid and exterior areas: Ceilina suspension and furring materials: Steel runners and galvanized hanger wire; Joint reinforcement: ASTM C 587 paper or fiberglass tape and ready-mixed vinyl compound; provide joint reinforcement materials suitable for exterior use at exterior ceilings and soffits. Accessories: Galvanized steel corner beads, casing beads, control joints, U. S. Gypsum 800 series or equal, typical

Comply with ASTM C 840 and GA 216 - Recommended Specifications for the Application and Finishing of Gypsum Board. Completely fill wall cavities with acoustical insulation where indicated. Provide concealed blocking as specified elsewhere for grab bars, cabinets, shelving, wood trim, M/E equipment, accessories, and similar items. Provide fire-rated systems where indicated or where required by authorities having jurisdiction Install boards vertically, do not allow butt-to-butt joints and joints that do not fall ove framing members. Provide acoustical sealant where indicated at both faces at top and bottom runner tracks, wall perimeters, openings, penetrations (for piping, conduit, etc.), expansion and control joints. At all drywall edges, corners, etc., install trim and 3-coat joint treatment in strict compliance with manufacturer's instructions and

recommendations; all trim shall be type designed to be spackled in. Joint treatment is required at all fasteners and edges between boards. Fill all surface defects. Sand between and after joint treatment coatings and leave ready for finish painting or wall treatment (note: sanding is not required at portions of wall surfaces concealed above suspended ceilings or otherwise not visible). Provide Level 4 Finish at typical conditions. . Gypsum Sheathing System for Exterior Walls: Provide glass mat faced gypsum sheathing system as part of back-up system for masonry veneer and ACM systems at exterior walls and as back-up system for other finish materials where "sheathina" is specifically referenced on drawings. Glass mat faced gypsum sheathing: ASTM C-1177, 1/2" thick, with water-repellent treated core, Georgia Pacific Dens-Glass Gold, or Architect approved equal. Fasteners: Type S-12, cadmium plated, suitable for use with metal framing systems. Comply with manufacturer's instructions and recommendations, and with applicable instructions of GA-253. Coordinate with requirements of brick veneer system manufacturer and installer. Install sheathing vertically in maximum lengths possible with gold face outward. Stagger intermediate end joints of adjacent panels. Attach with screws at 8" o/c., min., flush with panel surface, but not countersunk. Locate fasteners 3/8" minimum from panel edges. Fit tightly around obstructions, but allow for building expansion and structural movement. Seal perimeter of sheathing and roof deck systems and at interface with other materials in order to maintain complete air barrier.

3. Submittals: Submit for approval manufacturer's literature, warranty information.

1. Paints and Sealers: Provide surface prep and painting for all interior and exterior surfaces, new and existing, that are not factory finished or integrally colored, unless specifically noted otherwise in Finish Schedule or on drawings. Exercise special care at factory-primed surfaces and at galvanized surfaces, and prepare as required to achieve smooth new finishes: test for compatibility of specified finish products with factory-primers and galvanizing and report any negative results. Provide first-line standard products for all systems by Ben Moore, ICI, PPG, Tnemec, Sherwin Williams or approved equal; provide zero-VOC products for interior use. Provide colors as selected by Architect and systems as follows:

Exterior paint and sealer systems:

Concrete masonry: At all concrete masonry veneer, provide water-resistant sealer on exterior face after masonry has been cleaned by mason, equal to Monochem Aquaseal ME12 penetrating sealer (see masonry specifications, above, for more information). Ferrous metal, galvanized: Galvanized metal primer, 1 coat; acrylic enamel (semi-gloss finish), 2 coats.

Interior paint systems:

Drywall, typical: Latex primer, 1 coat; interior latex (egg shell finish, typical). 2 coats. Ferrous metal: Metal primer, 1 coat; DTM latex enamel (semi-gloss finish), 2 coats. 2. Submittals: Submit for approval manufacturer's literature, samples, warranty information, maintenance stock equal to 2% of installed quantities unless specifically noted otherwise in individual sections, etc., for all finish materials and systems.

SPECIALTIES. FURNISHINGS AND EQUIPMENT

1. Fire Department Key Box: Review requirements directly with Fire Department. Provide one Fire Department key box located in accordance with Fire Department instructions. Provide Knox-Box 3200-R fully recessed key storage box as manufactured by The Kno Company, Newport Beach, CA, or equal as approved or directed by local Fire Department (secure Fire Department's approval prior to ordering); color as selected by Architect from manufacturer's standard offerings. Install in accordance with manufacturer's instructions and approved submittals. Install in proper relation with adjacent construction and with uniform appearance. Coordinate with work of other sections. Restore damaged finishes and test for proper operation. Clean and protect

2. Louvered Equipment Screens: Provide louvered equipment screens at rooftop

equipment enclosure as indicated: 4" deep 60 degree inverted blade extruded aluminum louver assembly, intended for direct connection to structural steel framing. Model #V4YH by Architectural Louvers, or approved equal. Finish on all exposed components to be Kynar 500 custom color to match color of adjacent ACM wall panels exactly, as selected by Architect. Provide concealed frames, stiffeners, connection clips, end caps. and all other components required for a complete and finished system. Comply with SMACNA Architectural Sheet Metal Manual except as otherwise indicated. Minimum design wind load shall be 30 PSF. Take field measurements prior to fabrication, Install units plumb and level; isolate dissimilar materials to prevent corrosion. Install units in longes lengths practicable to minimize joints. Touch-up damaged coatings. Coordinate with details of structural framing, roofing work, and other related components. Maintain equal blade-to-blade spacing for uniform appearance. Provide anchors, supports and accessories as needed. Clean and protect.

3. Fire Extinguishers and Cabinets: Provide fire extinguishers, multi-purpose dry chemical, 2A, 10-BC in semi-recessed cabinets; provide semi-recessed wall cabinets in finished areas, 1-1/2" square trim, stainless steel door and frame with #4 satin finish, full-glass panel; provide wall mounted signage over each fire extinguisher as required by local authorities; J. L. Industries #1836 or approved equal. Install materials and systems in accordance with manufacturer's instructions and approved submittals. Install materials and systems in proper relation with adjacent construction and with uniform appearance. Provide projecting units in compliance with dimensional restrictions of applicable handicap accessibility codes. Coordinate with work of other sections. Restore damaged finishes and test for proper operation. Clean and protect work from

4. Submittals: Submit for approval shop drawings, manufacturer's literature, schedules etc. for all materials and systems.

MECHANICAL AND PLUMBING

1. HVAC: Provide complete design/build HVAC systems, including all required controls, i accordance with good professional standards of practice, with all applicable codes and with requirements of authorities having jurisdiction. Unit quantities, sizes, capacities, locations, etc., where indicated on the drawings, are intended to provide for minimum requirements; the design/build contractor may have to make modifications to the elements shown or implied to meet performance requirements. Provide rooftop mounted HVAC units (RTU's) with gas-fired heating and electric cooling, each suitable for providing approximately one ton of cooling capacity for approximately 300 SF of associated building area, or 7½ tons per RTU (assuming two units), units to be mounted on 1'-0" insulated curbs. Ductwork shall be limited to supply and return stubs down through roof deck; distribution ductwork shall be provided by others as part of tenant fit-up work. Each RTU shall have economizer, enthalpy controls, high heat option, supplemental humidity control (equal to Lennox Humiditrol); return air duct temperature sensor adjustable, and other conventional accessories. Temperature/humidity sensors shall be located in the appropriate spaces served, and programmable thermostat control units shall be remotely located in space to be determined during tenant fit-up work. Interconnect RTU's with fire alarm system for automatic shut-down in the event of an alarm condition if required by Code. Provide roof-top mounted exhaust fan(s) for up to four tenant uni-sex toilet rooms; ductwork to be provided by others as part of tenant fit-up work. Provide adequate ventilation for electric room to prevent over-heating.

2. Plumbing: Provide complete design/build plumbing systems for roof drain system, for exterior hose bibs, under—slab sanitary for future toilet rooms (two uni—sex toilet rooms) and janitor's closet, and for plumbing elements incidental to other systems, such as gas piping for HVAC RTU's, in accordance with good professional standards of practice, with all applicable codes and with requirements of authorities having jurisdiction. Provide such gas piping as is required for roof—top HVAC units; coordinate requirements with design/build HVAC sub-contractor and provide paint or other appropriate seal on all gas piping exposed to the exterior. Provide one exterior non-freeze hose bib on each of four building elevations. Coordinate plumbing systems with site engineer for waste line inverts, water supplies, connection of roof drain system to on-site drainage system, connection of building sanitary and domestic piping to site utilities, etc. Interior plumbing for future toilet rooms shall be limited to under-slab waste line and sufficient domestic supply piping to allow for convenient connection of future fixtures. Domestic hot water heating systems shall be installed as part of tenant fit-up work.

3. Seismic Provisions: Provide all HVAC and Plumbing elements and systems in accordance with applicable Code requirements for the resistance of seismic loads. 4. Submittals: Submit for review and record design drawings, shop drawings, product data, test reports, maintenance manuals and data, affidavits, certificates, permits, warranties, and as-built documents showing the locations of all significant system elements, particularly those concealed by other construction. Provide training to Owner's personnel in the start-up and operation of all operating systems. Provide such engineering supervision and commissioning services as are required by applicable State

l. Provide complete design/build electrical and alarm systems for the shell building in accordance with good professional standards of practice, with all applicable codes, including ADA, and with requirements of authorities having jurisdiction. Provide new electrical service to the building, including all elements not furnished and/or installed by the local power company, and coordinate directly with the power company for detailed requirements. Electric service provision shall include, but not be limited to, th following: Initial design of service, taking Owner's assumed requirements for tenancy into account; Discussions with power company to verify requirements; Provision of

concrete—encased underground conduit for primary and secondary electrical cables, additional conduit for telephone and other non-electrical cables, plus spare empty conduits; Concrete pad or vault as required by power company for mounting transformer; Secondary cables from transformer to building electrical room; Panel boards and other such equipment as is required for the shell building, sized as appropriate for the Owner's intended ultimate use. Coordinate the required size and layout of the equipment room with the GC prior to commencement of construction. 2. Light fixtures, power receptacles, etc., are shown for location, quantity and quality only. Include provision of connections for HVAC elements and other base building equipment requiring electrical power. Interior lights shall be operated by conventional occupancy sensors; exterior lights, sign illumination, etc., shall be operated by programmable controls.

3. All interior receptacles, switches, cover plates, etc., shall be metal with baked enamel

4. Telephone systems and security/electronic access systems, if any, shall be provided by Owner's separate contractors; provide empty underground conduits into building as required for primary service. Coordinate directly with Owner for normal voltage power requirements for head end equipment, video monitors, cameras and the like. Exercise best efforts to allow Owner's forces access to job site prior to enclosing walls for ease of telephone, security and access control systems wiring installation.

5. Provide fully addressable fire alarm system, including master box, control panel, remote annunciators, alarm devices, pull stations, smoke detectors, etc., as required by local authorities. Provide full drawings and documentation prepared by a Fire Protection Engineer registered as such in Massachusetts; secure Fire Department approval for all proposed system elements, layouts, etc. Provide for automatic interconnections with HVAC system elements, as required by Code and by authorities having jurisdiction, so that such systems operate safely in the event of an alarm condition. All system elements shall be provided in accordance with relevant portions of NFPA and ADA regulations. unless more stringent standards are required by local authorities having jurisdiction. Fire alarm system shall comply with Town of Rockland Fire Department requirements, and system elements shall include, but not be limited to, the following:

- Initiatina devices (pull stations, smoke detectors, etc.); review read—out requirements with Fire Department.

- Fire alarm control panel with 80 character display capability and manual scan, and

— Interior horn/strobes with decibel level as approved by Fire Department, spacing a

remote annunciator(s) if required. Exterior beacon/strobe.

required by applicable NFPA and ADA regulations. - HVAC system interconnections to de-activate RTU's in the event of an alarm condition, if required by HVAC design engineer.

 Interconnections with other building elements as described above. Other elements as required.

- UL test as required for new systems. 5. Seismic Provisions: Provide all Electrical and Alarm elements and systems in accordance with applicable Code requirements for the resistance of seismic loads. 6. Submittals: Submit design drawings, shop drawings, product data, test reports,

maintenance manuals and data, affidavits, certificates, permits, warranties and as-built documents showing the locations of all significant system elements, particularly those concealed by other construction. Provide training to Owner's personnel in the start-up and operation of all operating systems. Provide such engineering supervision and commissioning services as are required by applicable State Codes.

IKUIH& SEELEN, INC.

> ARCHITECTURE INTERIOR DESIGN PLANNING

50 South Street Hingham, MA. 02043 781 - 749 - 9900

Fax: 749 - 9909

Project Number:

Drawn By: MJS Checked By

Date:

9/30/20

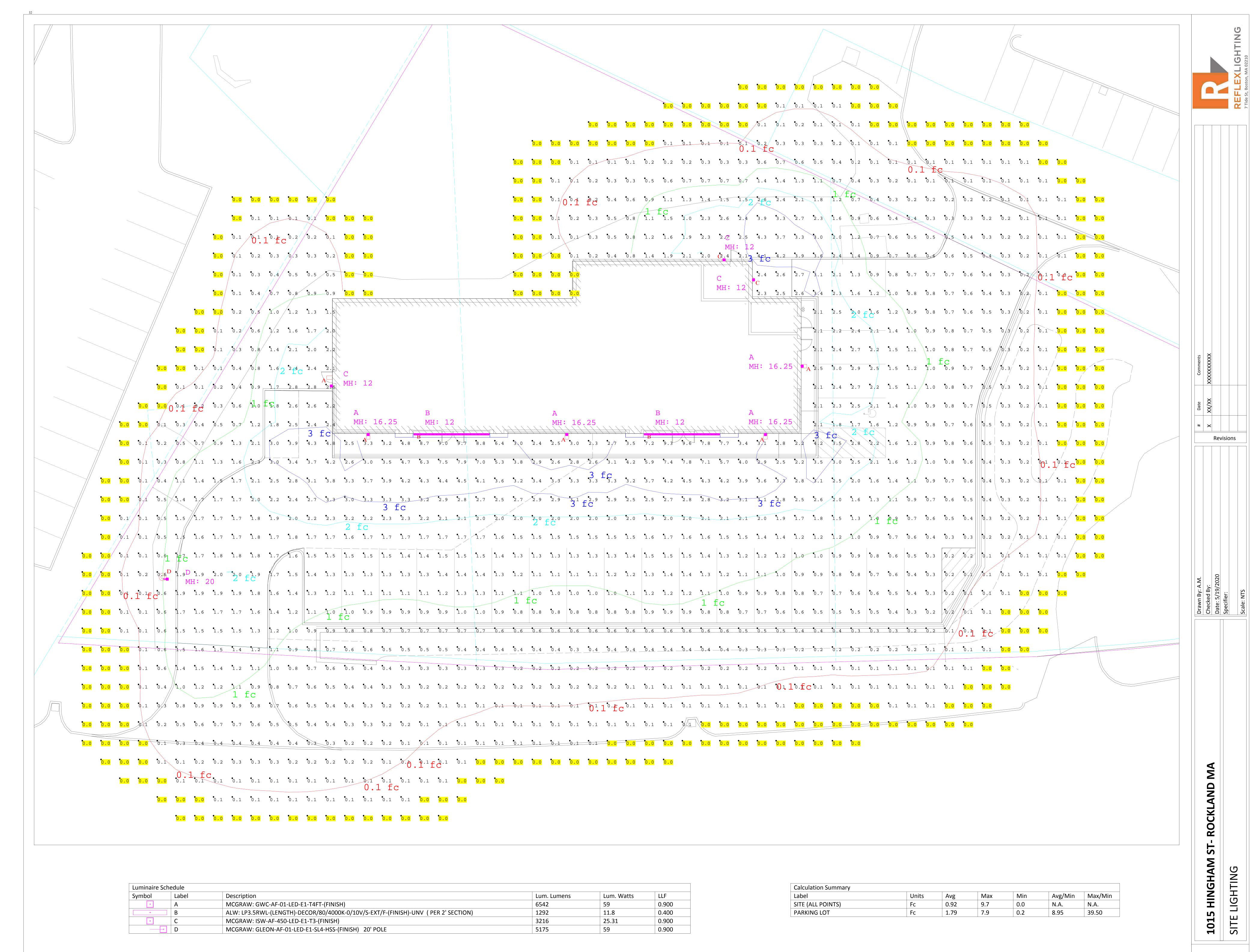
Revision Date By

COMMERCIAL BUILDING

1015 Hingham Street Rockland, MA

Drawing Title:

SPECIFICATIONS



----- Original message -----

From: Joe LaPointe < jlapointe@abrockwater.com >

Date: 11/19/20 3:23 PM (GMT-05:00)
To: Don Bracken < don@brackeneng.com >
Cc: Jim Rader < jrader@raderproperties.net >
Subject: RE: 1015 Hingham Street Rockland

Hi Don,

The Fees are usually paid when we sign the Building permit application. Due to the covid we have not had a board meeting but you should be all set.

From: Don Bracken <<u>don@brackeneng.com</u>>
Sent: Thursday, November 19, 2020 10:18 AM
To: Joe LaPointe <<u>jlapointe@abrockwater.com</u>>
Cc: Jim Rader <<u>jrader@raderproperties.net</u>>
Subject: RE: 1015 Hingham Street Rockland

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Joe,

To follow up on this again, is there an application or do I need to come to a commissioner's meeting? Lat time we spoke you thought that it may be approved by you without a meeting. We did get your fees so we would like to submit those with any other information you need.

Please let me know.

Thanks,

Donald F. Bracken, Jr., PE President



Main Office:

49 Herring Pond Road Buzzards Bay, MA 02532

(t) 508-833-0070 Ext 302

(f) 508-833-2282

Nantucket Office:

19 Old South Road Nantucket, MA 02554

(508) 325-0044

Mansfield Office:

905 S. Main Street Mansfield, MA 02048

(508) 618-3029

http://www.brackeneng.com

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From: Don Bracken

Sent: Tuesday, November 10, 2020 3:04 PM
To: 'Joe LaPointe' < <u>jlapointe@abrockwater.com</u>>
Cc: Jim Rader < <u>jrader@raderproperties.net</u>>
Subject: RE: 1015 Hingham Street Rockland

Thank you Joe. What is the next step? Should we submit this fee with an application?

Donald F. Bracken, Jr., PE President



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From: Joe LaPointe < <u>jlapointe@abrockwater.com</u>>

Sent: Tuesday, November 10, 2020 2:59 PM
To: Don Bracken < don@brackeneng.com >
Subject: RE: 1015 Hingham Street Rockland

Hi Don,

Our fee connection fees are 2" tap is \$9500.00 and Water conservation fee is \$5.50 per gallon per day 5.50 x 250gpd=\$1375.00

\$9500.00 + \$1375.00 = \$10,875.00. Builder is responsible the Water tap and service installation and purchase of the water meter.

From: Don Bracken <<u>don@brackeneng.com</u>>
Sent: Tuesday, November 10, 2020 2:18 PM
To: Joe LaPointe <<u>jlapointe@abrockwater.com</u>>
Subject: RE: 1015 Hingham Street Rockland

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

34

Thank you Joe. Can we set up a meeting to discuss fees? Please let me know.

Regards,

Donald F. Bracken, Jr., PE

Page 4 of 7



Letter of Intent ("LOI")

June 23, 2020

David Mitchell Rader Properties, Inc. 80 Washington Street, Building J Norwell, MA 02061

RE:

Letter of Intent to Lease – 1015 Hingham St, Rockland, MA 02370

Dear Mr. Mitchell:

On behalf of the undersigned (as the prospective "Tenant"), as an affiliate of Cresco Labs, LLC, an Illinois limited liability company, we present this LOI for the above referenced Premises. It is expressly understood by all parties that the terms and conditions herein shall not create a binding agreement on the part of any party herein until such time as a mutually acceptable Lease (as defined below) is executed by the duly authorized officers and/or representatives of both Landlord (as defined below) and Tenant. With that in mind, we propose the following:

Terms and Conditions:

TENANT:

(Please provide)

GUARANTOR:

Cresco Labs, LLC

LANDLORD:

Cheboygan Properties, LLC, a Massachusetts Limited Liability Company or its nominee. In any event, the Landlord shall be the fee simple owner of the Property.

DESCRIPTION OF PROPERTY

Consistent with Exhibit A attached hereto and made a part hereof, the +/- *5,008 rentable square foot space (the "Premises") within that certain single tenant freestanding building ("Building") to be constructed on the +/- 37,017 square feet of land ("Land") commonly known as 1015 Hingham St in Rockland, MA 02370 (collectively, the "Property").

PERMITTED USE:

A cannabis dispensary, including retail sales of cannabis and related cannabis products and merchandise, provided the foregoing are permissible by state and/or local laws. However, there shall be no smoking or consumption of any product within the Premises or on the Property.

INITIAL TERM:

The Term of the Lease shall be a period of sixty (60) months starting on the Rent Commencement Date and ending on the last day of the one hundred-twentieth (120^{th)} month thereafter.

OPTION/EXTENSION TERM(S):

One (1) five (5) year extension options exercisable upon not less than nine (9) months' advance written notice to Landlord.

BASE RENT:

Years Monthly Yearly Per Square Foot \$1 \$18,362.67 \$220,352.00 \$44.00, All Net

2-5

The annual Base Rent shall increase by two and one half percent

(2.5%) per year.

EXTENSION OPTIONS:

6-10

Market Rent

^{*}Subject to re-measurement upon completion of the Building.



The Base Rent paid by Tenant to Landlord shall be fully net and Tenant shall pay as Additional Rent all reasonable operating costs, real estate taxes, repairs, maintenance, and if necessary, replacements for the Property, subject to the terms of the Lease. Tenant will not be obligated to pay any portion of any increase in real estate taxes during the initial term resulting from Landlord's sale or transfer of, or a change of ownership of, the Property or the Premises.

TENANT'S PROPORTIONATE SHARE: 100%

LEASE EXECUTION DATE:

The parties shall use best efforts to execute a lease on or about June 15, 2020

POSSESSION/COMMENCEMENT:

Upon substantial completion of Landlord's Work (not to exceed six (6) months from lease execution, subject to reasonable or unforeseeable delays) and following Tenant's receipt of necessary municipal approvals and permits, the last of which being the "Commencement Date".

RENT COMMENCEMENT DATE:

Upon the earlier of, ninety (90) days from the Commencement Date or Tenant opening

for business to the public.

EXCLUSIVE USE:

Landlord shall not allow the use of any tenant in the Building or Adjacent Office (1001 Hingham St, Rockland, MA) building for the sale, of any medical or (if permissible) adult use cannabis related products of any kind, including without limitation, CBD oil or other related products derived or related to cannabis related products.

RENT ABATEMENT/CONCESSIONS: None

LANDLORD'S WORK:

Landlord shall secure the necessary permits and approvals and construct the Building consistent with the size and dimensions described on Exhibit A attached hereto and made a part hereof and deliver the premises on the Commencement Date in Vanilla Box Condition (collectively, "Landlord's Work - Exhibit B"). All mechanicals, plumbing, electrical, roof, structure, HVAC, etc. will be fully functional in good working order and ready for Tenant to commence the Tenant Improvements upon substantial completion of Landlord's Work. Landlord shall provide Tenant with a one (1) year warranty on labor and parts for Landlord's Work. Furthermore, Landlord shall seek enforcement, upon Tenant's request and/or as needed, of any warranty issued by any contractor or other party performing the Landlord's Work. In the event that Landlord shall fail to so enforce any such warranty issued by any contractor or other party, Tenant shall be entitled to enforce any such warranty as if Tenant was Landlord and Landlord shall cooperate in all reasonably respects with such enforcement.

TENANT IMPROVEMENT

ALLOWANCE:

Landlord shall provide Tenant with One Hundred Twenty-Five Thousand and no/100 dollars (\$125,000.00) in Tenant Improvement allowance to be reimbursed upon Tenant providing lien waivers and upon Tenant's opening for business to the public.

MAINTENANCE:

Landlord shall be responsible for the cost to maintain the structural components of the Building only. Landlord shall obtain, at Landlord's sole cost and expense, a warranty for the roof of not less than fifteen years.

GENERAL OBLIGATIONS:

Tenant will be responsible for the general upkeep and maintenance of the Premises including security measures related to the Premises and Tenant's Permitted Use.

UTILITIES:

Provided Landlord has properly installed prior to the Commencement Date, all necessary meters and submeters (if applicable), Tenant shall pay, directly to the appropriate supplier, the cost of all light, power, electricity, natural gas, fuel, oil, sewer service, sprinkler stand-by service, water, telephone, refuse disposal and other utilities and services supplied to the Premises from and after the Commencement Date.



SIGNAGE:

Tenant will be allowed maximum signage on the exterior of the Premises and, to the extent available, upon any shopping center related monument/pylon signs, at Tenant's expense and subject to applicable law, which will be consistent with Tenant's prototypical signage design. Upon termination of the lease term either by time or another reason Tenant shall, at Landlord's election, leave any and all signage which shall inure to the benefit of Landlord with no right of reimbursement to Tenant, or shall cause same to be removed and the property restored to its condition prior to the installation of the signage.

EARLY TERMINATION RIGHTS:

Prior to the expiration of the term including any lease extensions; if any of the following events occur, after Tenant's pursuit of all available commercially reasonable appeals in connection therewith, and the expiration of all such appeals, either party may terminate the Lease by delivering notice to the other party, which termination shall be effective ten (10) days following the recipient party's receipt of such notification:

(A) Any federal governmental agency (i) notifies Landlord or Tenant that Tenant's Permitted Use of the Premises is unlawful under federal law resulting in an official change in federal enforcement policy, (ii) makes a civil or criminal forfeiture demand, action, or similar enforcement threat against the Premises, or any portion thereof, (iii) files or threatens to file criminal charges against Landlord and/or Tenant, and/or (iv) seizes the Premises and/or any portion thereof; or (B) If any Governmental Authority impose any restrictions which prevents Tenant's Permitted Use on or about the Premises.

In the event of an early termination described above, Tenant shall reimburse Landlord for any unamortized brokers commissions plus all unamortized costs of all tenant improvements already paid for by Landlord

LEASE FORM:

The parties agree to use Landlord's Lease form.

CONTINGENCY:

The Lease and the respective obligations therein shall be contingent upon Tenant receiving all state, municipal and other related approvals and permits necessary for Tenant's Permitted Use within the Premises on or before the Commencement Date.

ENVIRONMENTAL:

Landlord will indemnify Tenant from all costs or expenses arising out of or related to any current or future environmental conditions located in on or around the Building, provided the foregoing environmental conditions were not the direct result of Tenant's use of the Premises.

PARKING:

Tenant shall have exclusive access to all parking stalls located on the Property, totaling 22 spots. In addition Tenant shall have the exclusive use of ten (10) additional parking spots, as shown on Exhibit A, via the adjacent office building located at 1001 Hingham St. The additional ten (10) parking spots shall come at a cost of \$100 per month per space increasing by two and half percent (2.5%) for each year of the Term.

ASSIGNMENT/SUBLETTING:

Tenant may assign the Lease or sublet the Premises to any Affiliated (defined below) of Tenant or Guarantor and or assign, transfer, or merge the direct or indirect interests in Tenants by purchase, merger or other change of control transaction with Landlord's consent. As used herein, "Affiliate" shall mean any corporation, limited liability company, partnership, business entity or person that is directly or indirectly controlled by Tenant and/or its Guarantor (collectively, "Permitted Transfer"). Except with respect to a Permitted Transfer, Tenant shall not assign the Lease or sublet the Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.



RIGHT TO GO DARK:

Tenant shall have no obligation to open or operate at the Premises, provided Tenant continues to pay rent owed under the Lease and complies with all other applicable

Tenant obligations under the Lease.

ON-GOING CO-TENANCY:

N/A

RELOCATION:

N/A

CONFIDENTIALITY:

At all times during the negotiation of a final Lease, Landlord represents that Landlord shall not disclose or discuss with any unrelated third party the terms and conditions of

the Lease or any information regarding Tenant.

GUARANTY:

Cresco Labs, LLC will guarantee the first five (5) years of the initial term, followed by a one (1) year rolling guarantee for the remainder of the initial term based on the previous year's Base Rent. There shall be no guarantee during the Option Periods.

RIGHT OF FIRST REFUSAL:

If, at any time during the term of this Lease including any extensions terms, Landlord decides to sell to an unrelated third party is presented a purchase offer for consideration from an unrelated third party, then Tenant shall have fifteen (15) days from the receipt date of Landlord's written notice to match the offer.

LANDLORD LENDER APPROVAL:

Landlord represents it does not have any lender or secured mortgage financing on the Property. In the event that the Landlord elects to secure mortgage financing for the Property, the Lease shall include an express representation and warranty from Landlord such that if within thirty (30) days after execution of a final lease agreement, Landlord shall provide written approval from its existing lender or if necessary, from a new lender expressly approving Tenant and Tenants Permitted Use, or (2) the express representation and warranty from Landlord that Landlord shall pay off any existing debt on the Property prior to Tenant's receipt of all Approvals. If Landlord breaches the foregoing representation and warranty, Tenant shall have the unilateral right to terminate the lease and Landlord shall reimburse Tenant for all of Tenant's out of pocket expenses related to the Lease and any licenses or other fees regarding same.

BROKERS:

Landlord acknowledges that Dan Molnar of Baum Realty Group, LLC and Jim Bagley of Atlantic Retail are acting as agents for Tenant in this transaction. Landlord shall pay Tenant's agent a commission which is common and customary in the market and which shall be agreed upon in a separate agreement between Landlord and Tenant's agent.

LANDLORD REPRESENTATIONS AND WARRANTIES:

Landlord represents and warrants that there are no existing, pending, or contemplated agreements (recorded or otherwise) that would prevent or interfere with Tenant's Permitted Use.

SIGNATURES APPEAR ON THE FOLLOWING PAGE



Date:

June 30, 2020

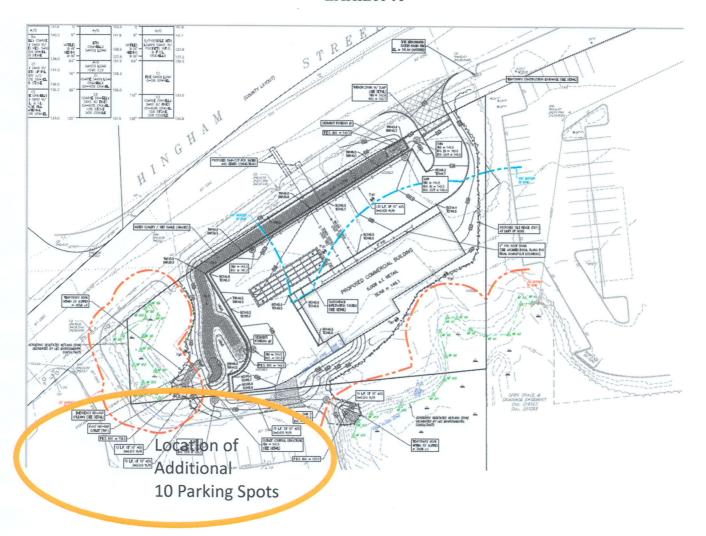
It is further understood by all parties that this is only a general outline of terms and conditions and does not constitute a binding contract, nor an agreement to enter into a binding lease, nor are any legal obligations intended to be created herein. Any binding legal obligations of any nature shall be only those set forth in a definitive lease agreement that has been agreed to by the parties' respective counsel and signed and delivered by both Tenant and Landlord (the "Lease").

If the terms of this LOI are acceptable to you, please provide us with your confirmation of your general acceptance of the above proposal by affixing your signature below and returning a copy of same within Seven (7) days after the date of this letter. I look forward to your response to what I hope will be a mutually beneficial transaction.

Very truly yours,	
Baum Realty Group, LLC Dan Molnar	
By: Name: Title:	
Agreed & Accepted on behalf of:	Agreed & Accepted on behalf of:
PROSPECTIVE TENANT	PROSPECTIVE LANDLORD
By: Name: Barrington Rutherford Title: Senior Vice President, Real Estate	By: James F. ender Title: Manager



SITE PLAN EXHIBIT A



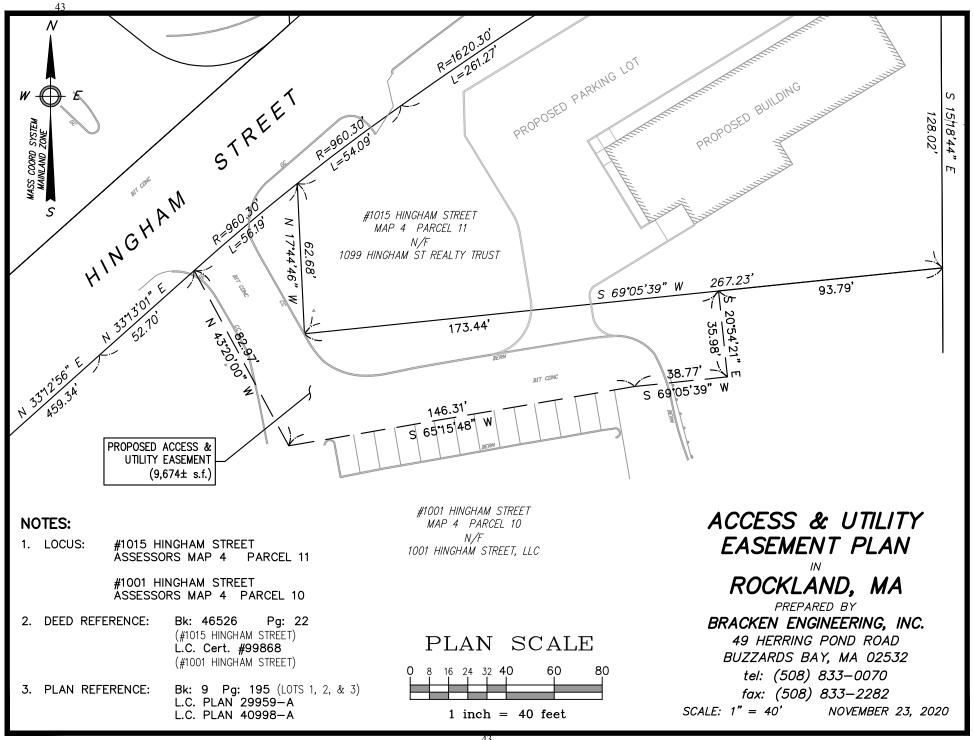






LANDLORDS WORK LETTER **EXHIBIT B**

- a. Building Envelope: A watertight building shell in compliance with all applicable laws and codes.
- b. Floor: deliver level floors suitable for Tenant's use and occupancy and ready for tenant finishes and improvements.
- c. Restrooms: install 2 rough ADA bathrooms, (in locations desired and approved by Tenant).
- d. HVAC: Install a HVAC system consisting of not less than 18-25 tons of cooling.
- e. Electric: install at a minimum 400amps, 120/208V, 3-phase, 4 wire service with panels.
- f. Water and sewer: install at a minimum 1-1/4" water, 6" waste, and 4" vent lines stubbed into the Premises distributed to bathrooms and breakroom per Tenant's plans and at Landlord's sole cost and expense.
- g. Gas: install at a minimum 1-1/2" medium pressure line (2psi). Extend line to roof for roof mounted gas fired emergency generator in a location in accordance with Tenant's plans.
- h. Install the required roof reinforcement for the roof mounted gas fired emergency generator. Rear Door: install one (1) 3'-0° x 7'-0" hollow metal door and fully welded frame in a location in accordance with Tenant's plans.



Stratus

stratusunlimited.com 888.503.1569

SITE ADDRESS:

1015 HINGHAM STREET ROCKLAND, MA 02370

SIGN CODE:

Town/City - Rockland

Zoning - H-1 / Industrial Park Hotel

Overlay/Affecting Signs: RMD regulations (see Notes 1 and 2) requires a special permit.

Permit process time- estimated 30 days. Property Owner Approval required.

Temporary signs - Size not stipulated - submit for review – Allowed for 120 consecutive days or 60 days 2x / year

Reface Signs – Permit required

Wall Signs – 2 signs for bldgs. with 2 street fronts

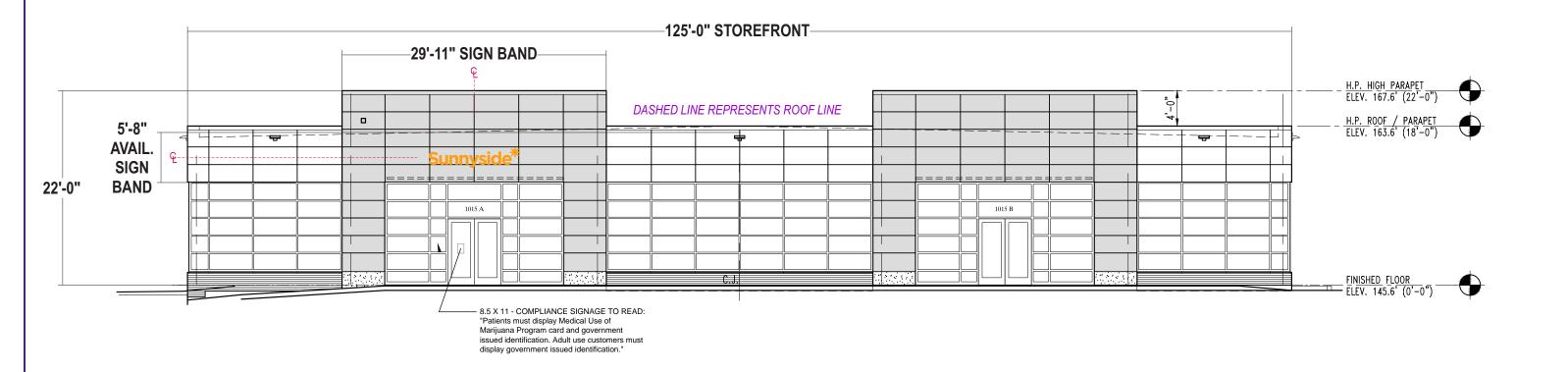
Illumination - External signage illuminated 30 min before sundown, see Note 1

Formula for sq ft- Max area: 24 sf. Max height: 5'. See Notes 2 and 3. RMDs may develop a logo to be used in labeling, signage, and other materials. Use of the medical symbols, images of marijuana, related paraphernalia, and colloquial references to cannabis and marijuana are prohibited from use in this logo. – Calculation Method is considered one box around entire letterset/ cabinet including a backer panel

Variance – Held on the last Wednesday of every month. Application deadline is 30 days prior to meeting date. Process can take 2-3 months. Likelihood of approval will depend on hardship expressed.



Scale: 3/32" = 1'-0"





stratusunlimited.com 8959 Tyler Boulevard Mentor, Ohio 44060 888.503.1569

Sunnyside*

ADDRESS:

1015 HINGHAM STREET ROCKLAND, MA 02370

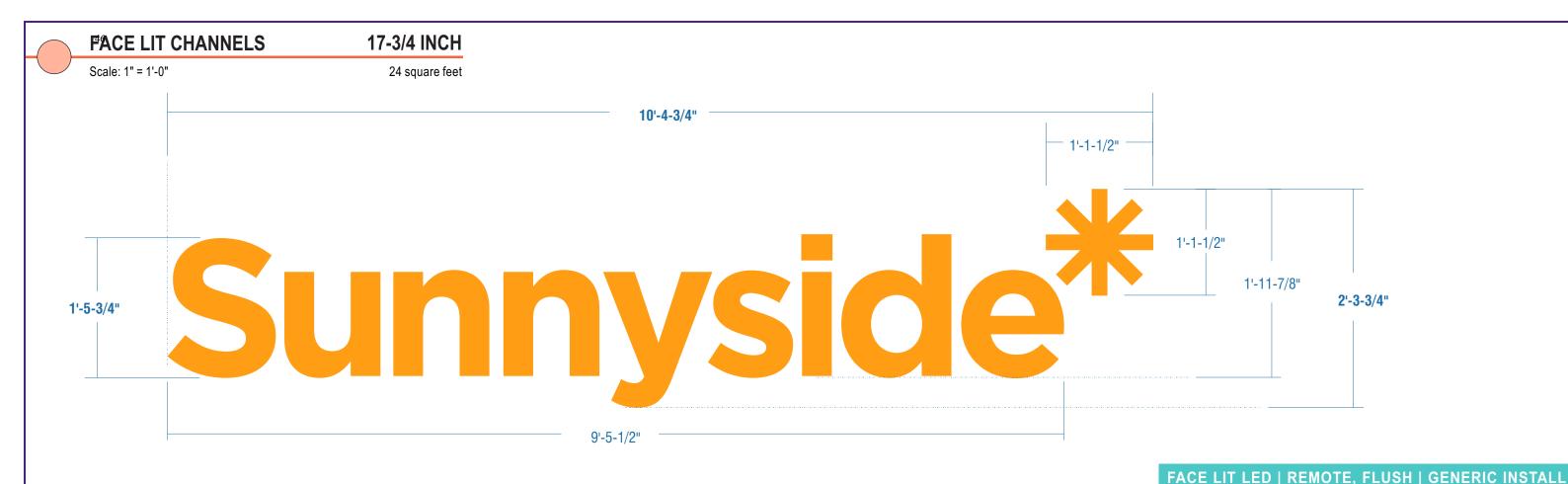
PAGE NO.:

ORDER NUMBER:

608540 N/A SITE NUMBER: PROJECT MANAGER: N/A JENNIFER WERSTEIN **ELECTRONIC FILE NAME:** G:\ACCOUNTS\C\CRESCO LABS\SUNNYSIDE\2020\MA\ Rockland.cdr

PROJECT NUMBER:

Rev#	Req#	Date/Artist	Description	Rev#	Req#	Date/Artist	Description
Original	154938	11/23/20 JH					



FACES: #2447 white acrylic with surface applied trans kumquat vinyl overlay

1" jewelite - painted to match PMS 1375 C TRIMCAP:

RETURNS: 5" deep .040 alum. - Insides pre-painted White;

Outside pre-painted black

BACKS: .050 Alum. - Insides pre-painted White

White LED as required by manufacturer; **REMOTE POWER SUPPLIES** ILLUM.:

WALL

MATERIAL: Not provided at this time

INSTALL: Channel letters to be installed flush to sign band using min.

3/8" all thread fasteners (or approved equivalent) and wood blocking as required

QUANTITY: (1) One letterset required for NORTH elevation



COLOR PALETTE



FACES/TRIMCAP: 3M 3630-74 Kumquat PMS 1375 C



RETURNS:

Angle Iron Stringer or Wood Blocking as needed Aluminum Returns 1/4" - 1/2" Non-corrosive All thread fastener Trim cap Toggle bolts* Riv-nut Power supply housing Acrylic Face Electronic power supply Aluminum Backs Listed disconnect LED Illumination 12volt Jacketed Cable Greenfield conduit ½" minimum Kwik Bolt* Weep holes 1/4" dia. Primary electrical exterior locations only *MOUNTING METHOD: (Use appropriate method following wall inspection) Thru bolt - all thread fasteners w/ wood blocking or angle iron stringe Toggle bolts w/ hollow core- plywood backing
Kwik Bolts or Expansion lag bolts & shields w/ solid concret

Stratus[™]

stratusunlimited.com 8959 Tyler Boulevard Mentor, Ohio 44060 888.503.1569

Sunnyside*

ADDRESS:

1015 HINGHAM STREET ROCKLAND, MA 02370

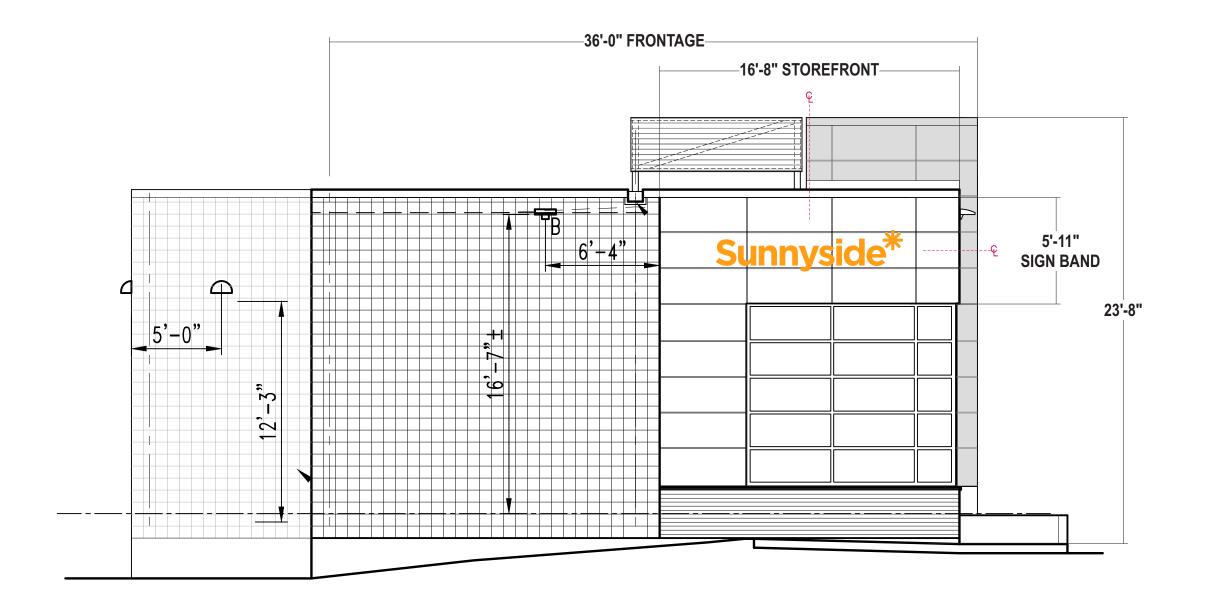
PAGE NO

5

ORDER NUMBER: PROJECT NUMBER: 608540 N/A SITE NUMBER: PROJECT MANAGER: N/A JENNIFER WERSTEIN **ELECTRONIC FILE NAME:** G:\ACCOUNTS\C\CRESCO LABS\SUNNYSIDE\2020\MA\

Rev#	Req#	Date/Artist	Description	Rev#	Req#	Date/Artist	Description
Original	154938	11/23/20 JH					
DDINITO	DRINTE ARE THE EVALUEUE REARFERD OF STRATUS. THIS MATERIAL SHALL NOT BE HEFE DUBLICATED AN ATHERWISE PERSONNES WITHOUT THE PRIOR WRITTEN CANSENT OF STRATU						

Scale: 3/16" = 1'-0"





stratusunlimited.com 8959 Tyler Boulevard Mentor, Ohio 44060 888.503.1569 Sunnyside*

ADDRESS: PAGE NO.:

1015 HINGHAM STREET ROCKLAND, MA 02370 ORDER NUMBER:
608540
PROJECT NUMBER:
N/A

SITE NUMBER:
PROJECT MANAGER:

N/A

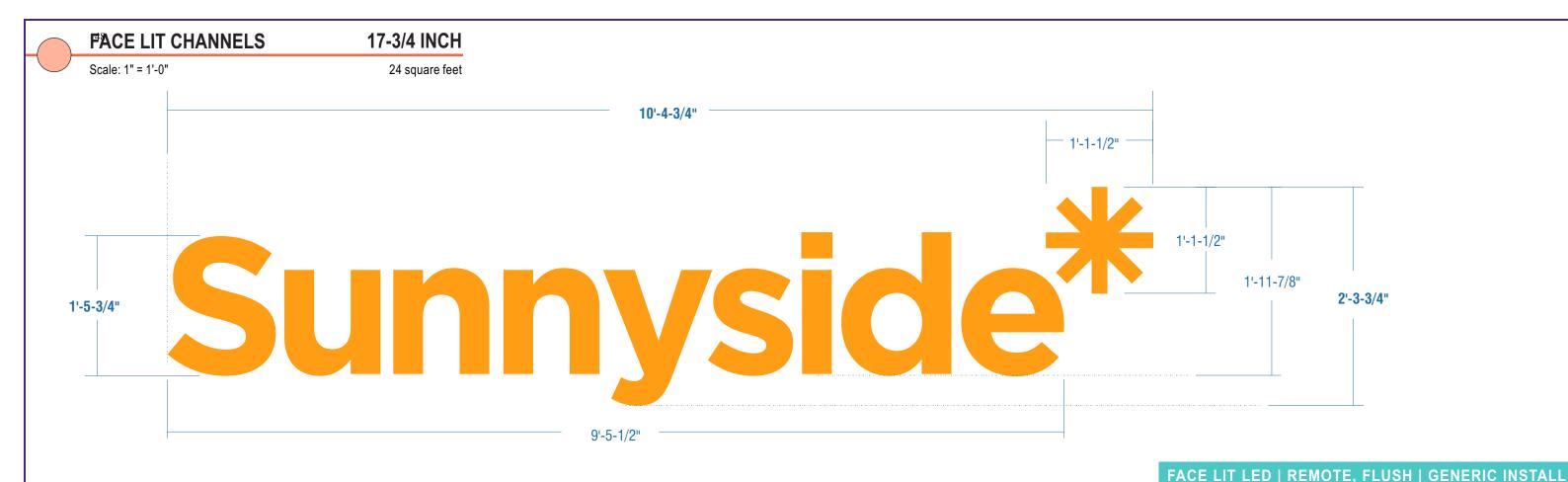
6

PROJECT MANAGER:

JENNIFER WERSTEIN

ELECTRONIC FILE NAME:
G:\ACCOUNTS\C\CRESCO LABS\SUNNYSIDE\2020\I
Rockland.cdr 47

Rev#	Req#	Date/Artist	Description	Rev#	Req#	Date/Artist	Description
Original	154938	11/23/20 JH					
DDINITO	PRINTE ARE THE EVALUABLE PROPERTY OF STRATUS. THIS MATERIAL SHALL NOT BE USED ADDITIONAL ADDITIONAL SERVICES WITHOUT THE PRIOR WRITTEN CONSENT OF STRATUS.						



FACES: #2447 white acrylic with surface applied trans kumquat vinyl overlay

TRIMCAP: 1" jewelite - painted to match PMS 1375 C

RETURNS: 5" deep .040 alum. - Insides pre-painted White;

Outside pre-painted black

BACKS: .050 Alum. - Insides pre-painted White

ILLUM.: White LED as required by manufacturer; **REMOTE POWER SUPPLIES**

WALL

MATERIAL: Not provided at this time

INSTALL: Channel letters to be installed flush to sign band using min.

3/8" all thread fasteners (or approved equivalent) and wood blocking as required

QUANTITY: (1) One letterset required for EAST elevation



COLOR PALETTE



FACES/TRIMCAP: 3M 3630-74 Kumquat PMS 1375 C



RETURNS:

Blac

Wood Blocking as needed Aluminum Returns 1/4" - 1/2" Non-corrosive All thread fastener Trim cap Toggle bolts* Riv-nut Power supply housing Acrylic Face Electronic power supply Aluminum Backs Listed disconnect switch LED Illumination 12volt Jacketed Cable Greenfield conduit ½" minimum Kwik Bolt* Weep holes 1/4" dia. Primary electrical exterior locations only *MOUNTING METHOD: (Use appropriate method following wall inspection) Thru bolt - all thread fasteners w/ wood blocking or angle iron stringe Kwik Bolts or Expansion lag bolts & shields w/ solid concrete

Stratus[™]

stratusunlimited.com 8959 Tyler Boulevard Mentor, Ohio 44060 888.503.1569 Sunnyside*

ADDRESS:

1015 HINGHAM STREET ROCKLAND, MA 02370 ORDER NUMBER: 608540 SITE NUMBER:

N/A

PAGE NO

PROJECT NUMBER:

PROJECT MANAGER:
JENNIFER WERSTEIN

ELECTRONIC FILE NAME:
G:\ACCOUNTS\C\CRESCO LABS\SUNNYSIDE\2020\MA\

Rev # Req # Date/Artist Description

Original 154938 11/23/20 JH

PRINTS ARE THE EXCLUSIVE PROPERTY OF STRATUS. THIS MATERIAL SHALL NOT BE USED, DUPLICATED, OR OTHERWISE REPRODUCED WITHOUT THE PRIOR WRITTEN CONSENT OF STRATU

Angle Iron Stringer or

August 27, 2020

Arturo Radilla Cresco Labs 400 W Erie Street, Suite 110 Chicago, Illinois 60654

Re: Traffic Review Letter

Adult Use Retail Marijuana Establishment and Registered Marijuana Dispensary

1015 Hingham Street, Rockland, MA

Fuss & O'Neill Reference No. 20200765.A10

Dear Mr. Radilla:

Cresco Labs proposes to construct an Adult Use Retail Marijuana Establishment and Registered Marijuana Dispensary at 1015 Hingham Street in Rockland, Massachusetts. The parcel is recognized by the Rockland Town Assessor as parcel 04-011 and is currently undeveloped and wooded. The property is located in Rockland's Industrial Park-Hotel (H-1) zone, and is bounded by Hingham Street to the north and west, and commercial properties to the south and east.

The proposed development includes a 5,008 square foot building with 23 off-street parking spaces provided on-site, and access provided by two driveways. One driveway is proposed on the northeast portion of the property directly onto Hingham Street, approximately 325 feet east of its intersection with Commerce Road. The other is proposed to be in the southeast portion of the property via the 1001 Hingham Street driveway at the signalized intersection of Hingham Street and Commerce Road.

Fuss & O'Neill has been retained to study the impact of the proposed development on traffic conditions throughout the adjacent roadway network. This letter has been prepared to document the number of trips the proposed development is expected to generate, as well as the anticipated distribution of those trips.

Trip Distribution

The distribution of traffic entering and exiting the proposed site was applied to the road network based on the existing regional traffic distributions and the layout of the adjacent roadway network. During the peak hours, the following arrival distributions of traffic are anticipated:

- 60 percent from east of the site
- 40 percent from west of the site

A regional arrival/departure distribution for the new site generated traffic traveling to and from the proposed site is shown in the attached *Figure 1*.

Trip Generation

The expected site generated traffic for the weekday afternoon and Saturday peak hours was calculated using existing empirical data from the Institute of Transportation Engineers (ITE) publication Trip Generation, 10th edition, 2017. This publication is an industry-accepted resource for determining trip generation.

The proposed land use can be modeled with Land Use Code (LUC) 882, "Marijuana Dispensary." This LUC is expected to provide a conservative estimate of the number of trips generated by this facility.

Based on the proposed 5,000 square feet of retail space, ITE Trip Generation indicates that the facility is expected to generate 109 vehicle trips (54 entering, 55 exiting) during the weekday afternoon peak hour, and 183 vehicle trips (92 entering, 91 exiting) during the Saturday peak hour.

Trip Generation analysis was also performed for LUC 937, "Coffee/Donut Shop with Drive-Through Window" to determine the number of trips generated by a land use already permitted within the zone. A facility of this nature would be expected to generate 217 vehicle trips (108 entering, 109 exiting) during the weekday afternoon peak hour, and 439 vehicle trips (219 entering, 220 exiting) during the Saturday peak hour.

Comparative analysis of the LUC 882 (Marijuana Dispensary) and LUC 937 (Coffee/Donut Shop with Drive Through Window) indicates that the number of peak hour trips generated by the proposed dispensary land use would be less than half of what a coffee shop with a drive through window would be expected to generate.

A summary of the peak hour trip generation information for the proposed facility is provided in the attached *Figure 2*.

Conclusions

The intent of this trip generation analysis is to document the anticipated trips to be generated by the proposed cannabis retail establishment and determine the expected distribution of these trips. The analysis indicates that the proposed development will generate 109 vehicle trips during the

afternoon peak hour, and 183 vehicle trips during the Saturday peak hour. Based on the layout of the existing roadway network and local traffic patterns, 60 percent of these trips are expected to access the site from the east, and 40 percent are expected to access the site from the west.

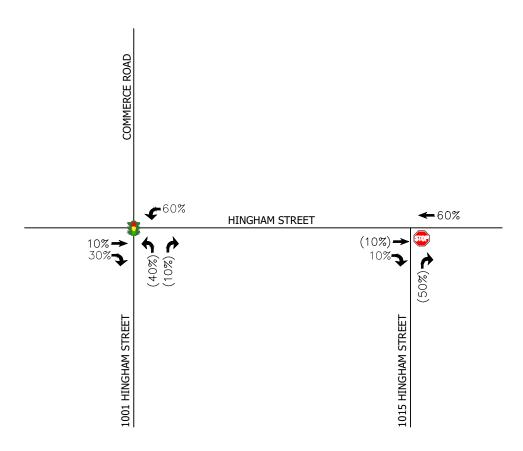
Sincerely,

Katherine Patch, EIT Transportation Engineer Matthew W. Skelly, PE, PTOE Project Manager

Attachments: Traffic Volume Figures

Trip Generation Worksheets





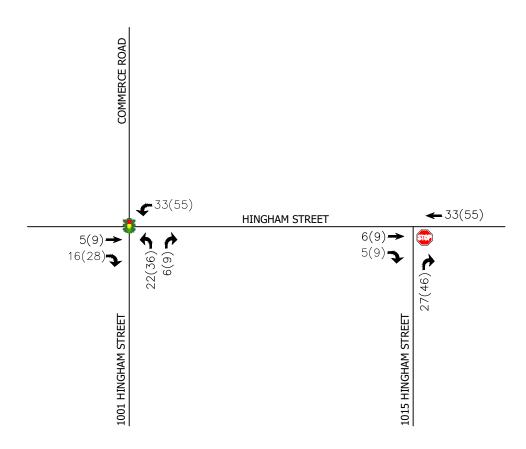
XXX(XXX) = ENTERING TRAFFIC (EXITING TRAFFIC)







SITE GENERATED TRAFFIC VOLUMES			
	ENTER	EXIT	TOTAL
AFTERNOON	54	55	109
SATURDAY	92	91	183



XXX(XXX) = WEEKDAY PM PEAK HOUR(SATURDAY PEAK HOUR)



Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

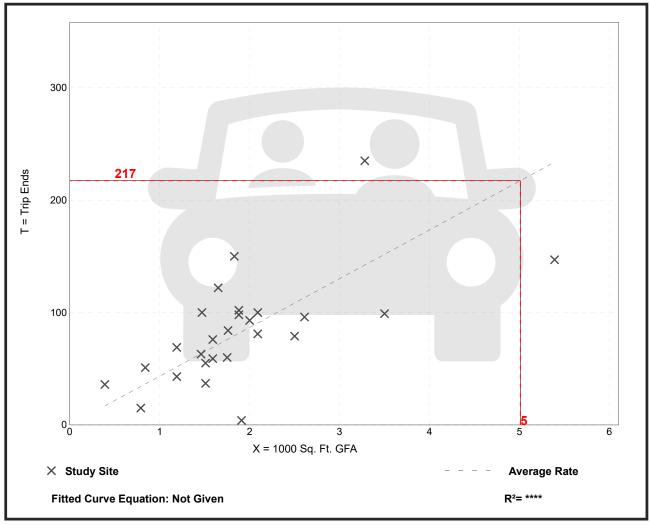
Number of Studies: 26 Avg. 1000 Sq. Ft. GFA:

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
43.38	2.09 - 92.31	18.88

Data Plot and Equation



Trip Gen Manual, 10th Edition • Institute of Transportation Engineers

Coffee/Donut Shop with Drive-Through Window (937)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

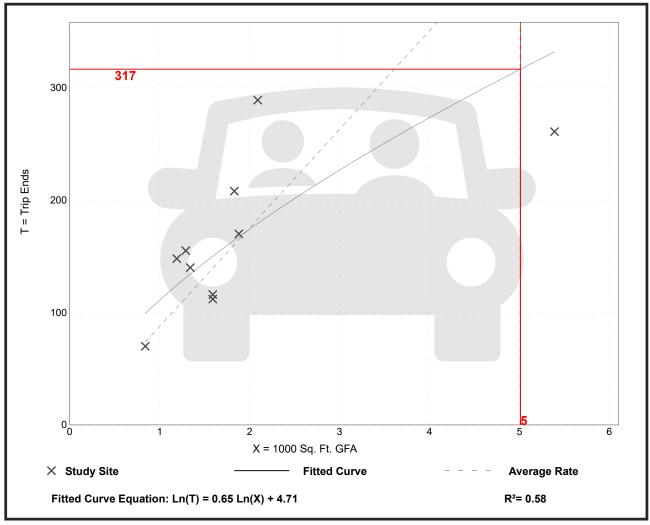
Number of Studies: 10 Avg. 1000 Sq. Ft. GFA: 2

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
87.70	48.42 - 138.28	33.38

Data Plot and Equation



Trip Gen Manual, 10th Edition • Institute of Transportation Engineers

Marijuana Dispensary

(882)

1000 Sq. Ft. GFA Vehicle Trip Ends vs:

On a: Weekday,

Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

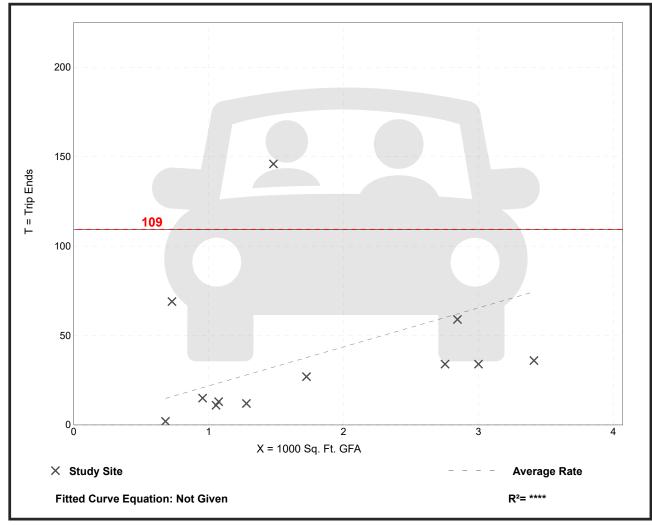
Number of Studies: Avg. 1000 Sq. Ft. GFA:

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
21.83	2.94 - 98.65	27.36

Data Plot and Equation



Trip Gen Manual, 10th Edition • Institute of Transportation Engineers

Marijuana Dispensary (882)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Saturday, Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 4 Avg. 1000 Sq. Ft. GFA:

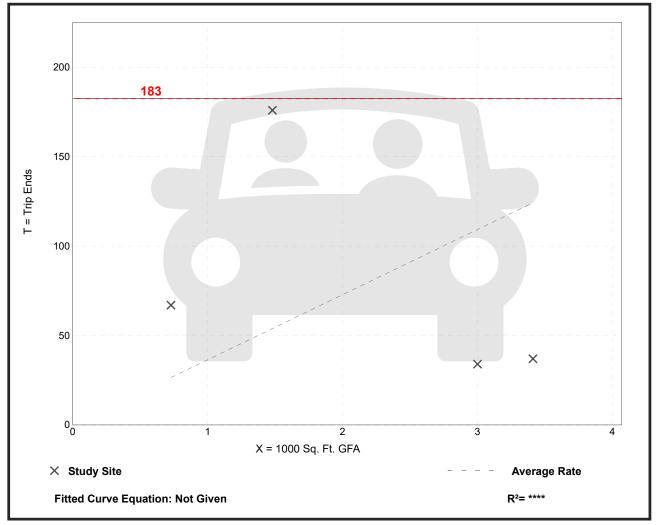
Directional Distribution: Not Available

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
36.43	10.85 - 118.92	50.44

Data Plot and Equation

Caution - Small Sample Size



Trip Gen Manual, 10th Edition • Institute of Transportation Engineers

Subject: RE: [External] Rockland, MA Trips Per Day - Sunnyside

Date: Monday, November 23, 2020 at 5:53:54 PM Eastern Standard Time

From: Katherine Patch

To: Brian Reaney, Matthew Skelly

Attachments: image007.png, image011.png, image015.png, image017.png, image019.png

Hi Brian,

We are well and hope that you are too.

We can calculate the expected average weekday and Saturday trip generation using the same ITE Trip Generation publication that we referenced in the Traffic Review Letter. Based on the proposed 5,000 square feet, the Rockland dispensary would generate a total of 1,264 vehicle trips (632 entering, 632 exiting) on a weekday and 1,297 vehicle trips (648 entering, 649 exiting) on a Saturday.

Let us know if satisfies the planning board's request and if you have any questions.

Best,

Katherine

Katherine Patch, EIT
Transportation Engineer
Fuss & O'Neill, Inc. | 108 Myrtle Street, Suite 502 | Quincy, MA 02171
617.282.4675 x4598 | kpatch@fando.com | cell: 508.240.4339
www.fando.com | twitter | facebook | linkedin

From: Brian Reaney [mailto:Brian.Reaney@crescolabs.com]

Sent: Monday, November 23, 2020 5:24 PM

To: Matthew Skelly <MSkelly@fando.com>; Katherine Patch <KPatch@fando.com>

Subject: [External] Rockland, MA Trips Per Day - Sunnyside

Hi Matthew and Katherine,

Hope you are well.

Regarding the attached, would you be able to advise on the average trips per day? I see peak hours in the report, but do not see total (estimated) trips per day and don't want to make any inferences. This will be supplemental information for the planning board. Any information you could provide would be helpful.

Caveat is that we're trying to get a hold of this by 10am ET tomorrow (November 24). Thank you in advance.

Best,

Brian Reaney | Senior Project Manager 400 W. Erie Street | Suite 110 | Chicago, IL 60654 Mobile: (267) 934-0130



This message and its attachments are confidential intended solely for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivery of the

Exhibit E: Opening Day Plan

Sunnyside shares the Town of Rockland's goals of ensuring that all operations at its proposed facility are designed to optimize local safety, minimize impact to the surrounding neighborhood, and allow Sunnyside to operate harmoniously within the larger Rockland community.

I. Plan Goals

- 1. Ensure the safety of customers, employees, and surrounding abutters.
- 2. Minimize the impact of traffic flow on adjacent businesses and nearby streets.
- 3. Facilitate efficient parking lot operations to minimize back up on adjacent streets.
- 4. Implement efficient appointment systems to reduce initial traffic burdens.
- 5. Provide information to allow customers to get to/from the facility efficiently and safely.
- 6. Promote efficient coordination between Sunnyside, the Rockland Police Department, and the Town of Rockland.
- 7. Establish open lines of communication with abutters and nearby residents and local businesses.

II. Site Plan and Parking

1. Use of Parking Spaces

Sunnyside has access to 22 exclusive spaces on site. Employees will park at an adjacent lot which contains 10 spaces.

2. Suitability of Parking Spaces

As outlined in the enclosed **Traffic Impact Statement**, Sunnyside anticipates that at its peak hour, 92 vehicles will seek to utilize the dispensary parking lot. 23 parking spots are available for use. Sunnyside anticipates that the average customer will be on site for 15 minutes.

Average Transaction Time		Hourly Parking Availability (Assuming 15 min visit)
		23 spaces * 4 turns = 92 spots
turns	Sunnyside's parking lot at its	available for use each hour
	peak hour of operations	

3. Parking Lot Management

For at least the first month of operation and as long as deemed necessary by Sunnyside and Town officials, Sunnyside will employ numerous parking lot attendants to allow for the safe and efficient flow of customers in and out of the parking lot. The parking lot attendants will direct customers to available parking spaces to eliminate backups occurring in and out of the

lot and assist in ensuring that customers safely traverse the parking lot when walking in and out of the facility.

III. Interior Facility Capacity and Management

1. Soft Opening Period

Should the Town desire it, Sunnyside will conduct a soft opening for the fledgling weeks of operation by only offering facility access to customers that have made an online reserveration via Sunnyside's website. Offering appointment only services will assist in preventing an overflow of customers, mitigating traffic impacts, educating customers about how to safely access the facility, and allowing for efficient operations inside of the retail establishment.

If implemented, Sunnyside will meet with the Town after the first month of operations and determine how long a reservation-only system should be utilized based on demand, traffic, and operations. Should Town officials request that the reservation system be continued, Sunnyside will request monthly follow up meetings.

2. Floor Plan Capacity

Sunnyside's enclosed **Floor Plan** has been designed to accommodate high volume customer counts while protecting consumer privacy, optimizing customer experience, and preserving the flow throughout the retail facility.

Oversight over the number of customers in the facility will be the responsibility of security staff stationed at the entry and exit points of the facility. Staff will utilize a digital tally system for an accurate count of who is in the facility at any given time.

IV. Dissemination of Traffic and Parking Information

Sunnyside will be sure to include clearly marked information about appointment-only periods, traffic, and parking for its Rockland facility on its website and social media channels. Sunnyside will provide information about appointment requirements, traffic, and parking in its responses to inbound media requests should it receive any. A map of traffic flows will be provided. Sunnyside will provide the information to the Town of Rockland and the Police Department to post or share at its discretion.

Prior to opening, Sunnyside will send a mailing to the neighborhoods closest to the establishment to inform them about opening procedures and provide contact information that they may utilize to receive additional information or alert Sunnyside's management team about system inefficiencies.

V. Plan Evaluation

Sunnyside respectfully requests the opportunity to meet with representatives from the Town of Rockland and the Rockland Police Department to discuss traffic and queue management at the following times:

- •Prior to opening the facility;
- •One week after opening;
- •Two weeks after opening or as needed in the month following opening;
- •One month after opening;
- •Two months following opening;
- •Six months following opening; and
- •Additionally, at the discretion of Sunnyside, the Town of Rockland, and the Police Department.

VI. Plan Utilization Following Opening Day Period

During any periods of high traffic or higher than expected volume following the opening period, Sunnyside will, independently or at the written request of Town officials or the Police Department, implement measures of the plan to ensure the facility is operating efficiently, safely, and in harmony with the surrounding community.

EXHIGBIT F: ODOR CONTROL PLAN: VERSION 1.1 CRESCO HHH, LLC RETAIL MARIJUANA ESTABLISHMENT

1. Facility Odor Emissions Information

a. Facility Floor Plan

Please see the enclosed floor plan.

b. Specific odor-emitting activities

No odor-emitting activities will occur on-site. All marijuana and marijuana products will arrive pre-packaged from the applicant's cultivation and product manufacturing facility. Marijuana and marijuana products will be packaged in opaque, odor-resistant packaging that will not emit smells. At no time will loose marijuana be present within the facility for any reason.

c. Specific odor-controlled rooms

The highest concentration of marijuana and marijuana products will be in the applicant's secured vault. Although the product packaging has been designed to eliminate odors, the applicant will employ carbon filtration odor scrubbers in this area to ensure that odor does not disperse throughout the facility.

2. Odor Mitigation Practices

a. Engineering Controls

Sunnyside intends to install carbon filtration systems in each room that is designated an odor-control room. Carbon filtration systems utilize pellets of charcoal to trap terpenes as air passes through "carbon scrubbers" installed in the ducting.

As Sunnyside identifies an appropriate vendor to offer industry-specific best control facilities, the applicant proposes to undertake the following initiatives prior to submitting for a building permit:

- 1) Submit information to demonstrate that the engineering control system and all components were reviewed and certified by a Professional Engineer or a Certified Industrial Hygienist as meeting professional expectations of competency and as sufficient to effectively mitigate odors for all odor sources, Submit a process-specific maintenance plan including a description of the maintenance activities that will be performed, the frequency with which such activities will be performed, and the role/title(s) of the personnel responsible for maintenance activities. The activities will serve to maintain the odor mitigation system and optimize performance.
- 2) A timeline for implementation of the odor mitigation system.

b. Administrative Controls

1) Procedural activities

Building design and operations management has been optimized to restrict the flow of odor across the facility. Rooms that are odor- controlled will not have windows or other openings that allow for the release of air. Strict access control procedures including auditory notifications and weight mechanisms will be in place to ensure that doors are not left open unintentionally or propped open for long periods.

2) Staff training materials

As part of the onboarding process, staff members will receive comprehensive training about standard operating procedures throughout the facility, including protocol relative to odor control. In addition to training about procedural activities, employees that work in designated odor-controlled areas will be trained to ensure exhaust and filtration systems are running appropriately.

3) Recordkeeping systems

Sunnyside will maintain comprehensive records, including records of purchases of replacement carbon, performed maintenance tracking, documentation, and notification of malfunctions, scheduled and performed training sessions, and monitoring of administrative and engineering controls.

3. Odor complaint tracking systems

Record of any odor complaints transmitted to the facility by the town, residents, or other parties will be maintained by Sunnyside's staff and addressed immediately. All complaints will be reported to the Town's designated representative, Sunnyside's Chief Executive Officer, and the facility manager. The facility manager will be responsible for coordinating with on-site staff and executive management to remedy the problem and respond in writing.



Rockland Police Department

490 Market Street Rockland, MA 02370 (781) 871-3890 * (781) 871-3891 Fax (781) 982-8608



Nicholas P. Zeoli

Lieutenant Nicholas P. Zeoli

August 22, 2020

Rockland Planning Board Rockland Townhall 242 Union St. Rockland, MA 02370

RE: Security Plan for Sunnyside Marijuana Dispensary 1015 Hingham Street.

Dear Sir;

I recently had the opportunity to review the site and security plan for the proposed construction of the Sunnyside Marijuana Dispensary. Mr. Abraham Jamal, the Director of Security, spent considerable time answering my questions and explaining all aspects of the security plan to me.

I am writing you in my capacity as Police Lieutenant of the Rockland Police Department and representing the Office of the Chief of Police, that I have reviewed and approve the proposed Security plan for the proposed construction of the Sunnyside Marijuana Dispensary at 1015 Hingham Street Rockland.

Please feel free to contact me with any questions or concerns.

Yours truly,

At. Nicholas P. Zeoli



Rockland Police Department

490 Market Street Rockland, MA 02370 (781) 871-3890 * (781) 871-3891 Fax (781) 982-8608



Lieutenant Nicholas P. Zeoli

November 7, 2020

Rockland Planning Board Rockland Town Hall 242 Union St. Rockland, Ma 02370

Re: Traffic Plan for the Cresco Labs Marijuana Dispensary 1015 Hingham Street.

Dear Sir;

I am writing to offer my opinion on the traffic plan for the proposed Cresco Labs Dispensary at 1015 Hingham Street.

Currently the proposed plan is for traffic to exit onto Hingham St. and allows for exiting vehicles to turn either left or right onto Hingham St. I am of the opinion that turning left onto Hingham Street across two lanes of easterly traffic is a challenging maneuver. I am asking that the following options be considered in the interest of safety.

The first option would be for vehicles leaving the facility be restricted to taking a right turn only as they leave the site.

The second option or alternative would be for some kind of agreement between the owners of Cresco Labs and the owners of 1015 Hingham St. to allow for patrons of Cresco Labs to exit through the parking lot of 1015 and then out through the traffic lights at Commerce Rd and Hingham St.

I have been in contact with Abraham Jamal from Cresco Labs on other matters relating to the project including a review of the traffic statistics for the area and I look forward to continuing our good working relationship on the establishment of their traffic plan.

Sincerely,

Nicholas P. Zeoli

I, Charles Bachtell, Chief Executive Officer of Cresco Labs Inc. hereby certify that the following individuals and entities are the only individuals with direct or indirect control over Cresco HHH, LLC's operations.

Direct or Indirect Owners

Name	Address	Role
Cresco Labs Notes Issuer,	400 W. Erie St, Suite 110	100 percent owner of Cresco
LLC	Chicago, IL 60654	HHH, LLC
Cresco Labs, LLC	400 W. Erie St, Suite 110	100 percent owner and sole
	Chicago, IL 60654	manager of Cresco Labs
		Notes Issuer, LLC
Cresco U.S. Corp.	600 South Second St, Suite 404	100 percent owner and sole
	Springfield, IL 62704	manager of Cresco Labs,
		LLC
Cresco Labs Inc.	400 W. Erie St, Suite 110	100 percent owner and sole
	Chicago, IL 60654	director of Cresco U.S. Corp.
	,	And Publicly-traded company

People with Direct or Indirect Control

Name	Role
Charles Bachtell	Board Member, Chief Executive Officer
Tom Manning	Executive Chairman of the Board
Gerry Corcoran	Board Member, Director
Randy Podolsky	Board Member, Director
Michele Roberts	Board Member, Director
Rob Sampson	Board Member, Director
Dominic Sergi	Board Member, Director
Marc Lustig	Board Member, Director
Carol Vallone	Board Member, Director
John Walter	Board Member, Director
John Gorman	Passive investor

Please be advised that Cresco Labs Inc., the ultimate parent company of Cresco HHH, LLC, is a publicly traded company. The ownership of publicly traded companies changes daily and, as such, Cresco HHH, LLC is unable to provide disclosure information for general public shareholders. Furthermore, it is our opinion that a requirement to provide disclosure information for general public shareholders would be unreasonably impracticable, as that term is defined in M.G.L. ch. 94G § 1¹, and therefore prohibited pursuant to M.G.L. ch. 94G § 3.

983C780858D2433	09/02/2020	
Charles Bachtell, Chief Executive Officer	Date	

¹M.G.L. ch. 94G, § 1 defines "Unreasonably impracticable" in relevant part as something that "subject[s] licensees to unreasonable risk or require such a high investment of risk, money, time or any other resource or asset that a reasonably prudent businessperson would not operate a marijuana establishment."

TOWN OF ROCKLAND

Board of Assessors

Town Hall 242 Union Street Rockland, Massachusetts 02370

July 27, 2020

CERTIFIED ABUTTERS LIST OF MAP 4 – PARCEL 11 1015 HINGHAM ST

BOARD - ZBA

REQUIREMENTS – Abutters, next abutter within 300 ft and directly across a public or private street or way.

CERTIFIED BY: Christine MacPherson – Senior Administrative Assistant

Parcel ID	Owner	Location	Mailing Street	Mailing City
4-11	JUMBO CAPITAL MGMT LLC	1015 HINGHAM ST	1900 CROWN COLONY DR STE 405	QUINCY, MA 02169
4-6	AMR R E HOLDINGS-ROCKLAND LLC	1022-1030 HINGHAM ST	425 PROVIDENCE HWY	WESTWOOD, MA 02090
4-10	1001 HINGHAM STREET LLC	1001 HINGHAM ST	ATTN RADER PROPERTIES INC 80 WASHINGTON ST J-40	NORWELL, MA 02061
4-14	JUMBO CAPITAL MGMT LLC	1099 HINGHAM ST	1900 CROWN COLONY DR STE 405	QUINCY, MA 02169
9-33	933 HINGHAM ST LLC	933 HINGHAM ST	933 HINGHAM ST	ROCKLAND, MA 02370
9-36	JAMSAN HOTEL MGMT INC	929 HINGHAM ST	83 HARTWELL AVE	LEXINGTON, MA 02421

Planning Boards: Rockland, Abington, Whitman, Norwell, Hanson, Hanover, Hingham & Weymouth:

Rockland Board of Assessors (Notice of decision only)

The above constitutes a complete list of all parties in interest as found in the most recent tax list, pursuant to Chapter 40A, Section 11, of the General Law.

Exhibit J 68

tmalienc3174

State Tax Form 290 Certificate: 5699 5699

Issuance Date: 08/18/2020

MUNICIPAL LIEN CERTIFICATE Town of Rockland, MA COMMONWEALTH OF MASSACHUSETTS

Requested by CRESCOLABS

400 W ERIE ST SUITE 110 CHICAGO, IL 60654

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 08/18/2020 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 04-0011 1015 HINGHAM ST

		Land ar	ea :	0.90 AC
JUMBO CAPITAL MANAG	EMENT LLC	Land Va	lue :	134,800
TR 1099 HINGHAM ST	RLTY TRUST	Impr Va	lue :	1,300
1900 CROWN COLONY D	R SUITE 405	Land Us		0
OUINCY	MA 02169	Exempti	ons :	0
		Taxable	value:	136,100

Book/Page: Deed date:

Class: 440-440 2021 2020 2019 FISCAL YEAR DESCRIPTION \$1,220.82 \$2,381.75 \$2,340.35 COMMERCIAL REAL ESTATE TAX \$18.31 \$35.73 COMMUNITY PRESERVATION ACT \$35.11 \$1,239.13 \$2,417.48 \$2,375.46 \$.00 \$.00 \$20.00 \$.00 \$.00 \$.00 -\$619.57 -\$2,417.48 -\$2,395.46 \$.00 \$.00 \$.00 TOTAL BILLED: Charges/Fees Abatements/Exemptions Payments/Credits Interest to 08/18/2020 TOTAL BALANCE DUE: \$619.56 \$.00 \$.00

NOTE: Actual 2021 taxes not yet issued.

FINAL READINGS/WATER, SEWER AND TRASH LIENS CALL: WATER 781-878-0901; SEWER 781-878-1964; TRASH 781-871-1874 EXT 1350

ACCT#:N/A DUE DATE N/A WATER: \$N/A SEWER: \$N/A TRASH: \$N/A

SEWER BETTERMENT: NO

JUDITH HART/IGAN TOWN COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

HOST COMMUNITY AGREEMENT

FOR THE SITING OF A MARIJUANA ESTABLISHMENT FOR USE AS A RETAIL FACILITY IN THE TOWN OF ROCKLAND

THIS AGREEMENT (the "Agreement") entered into this 10 day of September, 2020 by and between the Town of Rockland, acting by and through its Board of Selectmen, with a principal address of 242 Union Street, Rockland, Massachusetts 02364 (hereinafter the "Town") and Cresco HHH, LLC a Massachusetts corporation with a principal office address of 100 Summer Street, Boston, MA 02110 (hereinafter "Company").

WHEREAS, the Company wishes to locate a licensed Adult Use/Medical Marijuana Establishment for use as a Marijuana Retailer, Marijuana Cultivator and Marijuana Product Manufacturer in the Town at 1015 Hingham Street Rockland, Massachusetts 02370 (hereinafter the "Establishment") in accordance with Chapter 55 of the Acts of 2017 (the "Act"), and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable regulations, as may be amended;

WHEREAS, Company, notwithstanding any exempt status, intends to pay all local taxes attributable to its operation, including sales taxes and real estate taxes on the space within which the Establishment is located;

WHEREAS, Company desires to be a responsible corporate citizen and contributing member of the business community of the Town, and intends to provide certain benefits to the Town over and above typical economic development benefits attributable with similar new manufacturing and retail concerns locating in the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of 935 CMR 500, et seq., and of G.L. c.94G, § 3(d), as established in the Act, applicable to the operation of the Establishment as a Retail Marijuana Establishment in the Town;

NOW THEREFORE, in consideration of the provisions of this Agreement, and the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company and the Town agree as follows:

1. Community Impact.

The Town anticipates that, as a result of the Company's operation of the Establishment, the Town will incur additional expenses and impacts upon its road system, law enforcement, inspectional services, permitting services, administrative services and public health services, in addition to potential additional unforeseen impacts upon the Town. Accordingly, in order to mitigate the financial impact upon the Town and use of Town resources, the Company agrees to annually pay a community impact fee to the Town, in the amounts and under the terms provided herein (the "Annual Payments").

2. Annual Payment.

In the event that the Company obtains a Final License, or such other license and/or approval as may be required, for the operation of the Establishment in the Town by the Massachusetts Cannabis Control Commission (the "CCC"), or such other state licensing or monitoring authority, as the case may be, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which said permits and/or licenses allow the Company to locate, occupy and operate the Establishment in the Town, then the Company agrees to provide the following Annual Payment for each year this Agreement is in effect; provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.

- a. Company shall make Annual Payments in an amount equal to three percent (3%) of its gross revenues from marijuana and marijuana product sales at the Establishment for the period from the opening date (the "Opening Date.") to the first anniversary of the Opening Date and for each one (1) year period thereafter. The minimum Annual Payment shall be One Hundred Thousand and 00/100 (\$100,000.00) Dollars and the maximum Annual Payment shall be Five Hundred Thousand and 00/100 (\$500,000.00) Dollars.
- b. In the first year of operation, the Annual Payment shall be paid in two payments. The first payment shall be in the amount of Twenty Five Thousand and 00/100 (\$25,000.00) upon commencement of sales at the Establishment in Town. The second payment shall be the balance of the three percent (3%) of gross sales but in no event less than the balance of the minimum One Hundred Thousand and 00/100 (\$100,000.00) Dollars or more than the maximum Five Hundred Thousand and 00/100 (\$500,000.00) Dollars. The second payment representing the balance of the Annual Payment shall be due no later than sixty (60) days after the first anniversary of the Opening Date.

- c. In the second, third, fourth and fifth years of operation: the three percent (3%) of the gross sales of marijuana and marijuana products sales at the Establishment in each year of operation shall be paid in two (2) six (6) month segments; the first, covering the first six (6) months of the operating year, measured annually from the Opening Date, shall be paid within two hundred and forty (240) days from the start of the year of operation and the balance, covering the second six (6) months of the operating year, to be paid within sixty (60) days after the end of the year of operation. In no event shall the semi-annual payments be less than Fifty Thousand and 00/100 (\$50,000.00) Dollars or more than Two Hundred Fifty Thousand and 00/100 (\$250,000) Dollars, consistent with the annual minimum and maximum Annual Payments set forth above.
- d. With regard to any year of operation for the Establishment which is not a full calendar year, the applicable Annual Payments shall be pro-rated accordingly.

3. Payments.

The Company shall make the Annual Payments set forth in Paragraph 2, above, to the Town of Rockland. The Treasurer of the Town shall hold the Annual Payments in a separate account, to be expended by the Town without further appropriation pursuant to G.L. c.44, §53A, or otherwise in trust, for the purposes of addressing the potential health, safety, and other effects or impacts of the Establishment on the Town and on municipal programs, services, personnel, and facilities. While the purpose of the Annual Payments is to assist the Town in addressing any public health, safety, and other effects or impacts the Establishment may have on the Town and on municipal programs, services, personnel, and facilities, the Town may expend the Annual Payments at its sole and absolute discretion.

Notwithstanding the Annual Payments, nothing shall prevent the Company from making additional donations from time to time to causes that will support the Town, including but not limited to local drug abuse prevention/treatment/education programs.

4. Other Payments.

The Company anticipates that it will make purchases of water, and sewer from all local government agencies. The Company will pay any and all fees associated with the local permitting of the Establishment. If the Town receives other payments from the Company (other than additional voluntary payments made by the Company), or from the Department of Revenue or any other source, the funds which have been collected by assessment against the Company, including but not limited to taxes imposed by an act of the legislature of the Commonwealth of Massachusetts, or a mandate from the Town for said payments, the

amounts due from the Company to the Town under the terms of this Agreement shall not be reduced by the amount of such other payments.

5. <u>Education and Prevention Programs</u>; Food Pantry; Local Sports and Youth Activities; <u>Veterans' Organizations</u>.

The Company, in addition to any other payments specified herein, shall annually contribute to the sum \$20,000 to local Rockland non-profit entity or entities for the purposes of drug abuse prevention/treatment/education programs, local food pantry/food bank; and/or local veterans' organizations (the "Annual Donations."). Any education programs shall be held in Rockland and those communities adjacent to Rockland. Prior to the selection of a non-profit entity program for this educational purpose and/or support for local food pantry, or local veterans' organizations, the Company will review their intentions with the Town, acting through its Board of Selectmen and Chief of Police to ensure that the proposed programming and/or is consistent with any significant community needs. The Annual Donations shall not be considered part of the Annual Payment to the Town. Documentation of the Annual Donations shall be provided to the Town by May 1st of each year of operation. In the event that no non-profit entity can offer the appropriate programming to Rockland and the surrounding area, the contribution shall be paid to the Town to hold in a restricted fund for release upon mutual and written agreement of the Company and Town once an eligible non-profit program is identified.

6. Annual Filing.

The Company shall notify the Town when the Company commences sales at the Establishment and shall submit annual financial statements to the Town on or before May 1, which shall include certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement, in addition to a copy of its annual filing as a business entity, if any, to the Massachusetts Secretary of the Commonwealth's Corporations Division and/or Cannabis Control Commission. Upon request, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the Commonwealth to obtain and maintain a license for the Establishment. The Company shall maintain its books, financial records and any other data related to its finances and operations in accordance with standard accounting practices and any applicable regulations and guidelines promulgated by the Commonwealth of Massachusetts. All records shall be retained for a period of at least seven (7) years.

7. Re-Opener/Review.

In the event that the Company enters into a host community agreement for a Retail Marijuana Establishment with another municipality in the Commonwealth of Massachusetts that contains

terms that are superior to what the Company agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

8. Local Taxes.

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord, and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes. Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

9. Community Support and Additional Obligations.

- a. Local Vendors To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment.
- Employment Except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company shall use good faith efforts to hire Town residents.
- c. Approval of Manager If requested by the Town, the Company shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 105 CMR 725.030, or such other state regulations, as the case may be, of the person proposed to act as on-site manager of the Establishment. The submittal shall include

authorization and all fees necessary to perform a criminal history (CORI) check or similar background check. The Town, through its Board of Selectmen, shall consider such information for approval within thirty (30) days following submittal to determine, in consultation with the Rockland Police Chief, if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

d. Educational Programs - Company shall provide staff to participate in a reasonable number of Town-sponsored educational programs on public health and drug abuse prevention, and to work cooperatively with other Town public safety departments not mentioned in the Agreement.

10. Support.

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, certification of compliance with applicable local bylaws relating to the Company's application for a Certificate to operate the Establishment, where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any Special Permit or other zoning application submitted by the Company, in any particular way other than by the Town's normal and regular course of conduct and in accordance with their rules and regulations and any statutory guidelines governing them. The Town agrees to use reasonable efforts to work with Company, if approved, to help assist the Company on their community support and employee outreach programs. This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against the Company and/or the Establishment for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

11. Security.

a. The Company shall maintain security at the Establishment at least in accordance with the security plan presented to the Town and approved by the CCC, or such other state licensing or monitoring authority, as the case may be. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of the Establishment and the security thereof. Such compliance shall include, but will not be limited to: providing hours of operation; after-hours contact information and access to surveillance operations; and requiring dispensary agents to produce their Agent Registration Card to law enforcement upon request.

- b. To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the Establishment is located.
- c. Company agrees to cooperate with the Town's Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment, and with regard to any antidiversion procedures.
- d. To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment. Such plan shall include, but is not limited to, (i) training the Company employees to be aware of, observe, and report any unusual behavior in authorized visitors or other Company employees that may indicate the potential for diversion; and (ii) utilizing seed-to-sale tracking software to closely track all inventory at the Establishment.
- e. The Company shall promptly report the discovery of the following to the Town's Police within twenty-four (24) hours of the Company becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records related to marijuana, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

12. Improvements to the Establishment Site.

The Company shall make capital improvements to the site at which the Establishment is located such that the property will match the look and feel of the Town, and be of construction standards at least at the quality of other nearby businesses. Company agrees to comply with all laws, rules, regulations and orders applicable to the Establishment, 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.

13. On-site Consumption.

The Company agrees that, even if permitted by statute or regulation, it will prohibit on-site consumption of marijuana and marijuana-infused products at the Establishment.

14. Term and Termination.

This Agreement shall take effect on the day above written, subject to the contingencies noted herein. This agreement shall continue in effect for so long as the Company operates the Establishment or any similar Marijuana Establishment within the Town, or five (5) years from the date of this Agreement, whichever is earlier. At the conclusion of the term of this Agreement, the parties shall renegotiate a new Host Community Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. In the event the Company no longer does business in the Town or in any way loses or has its license revoked by the Commonwealth, this Agreement shall become null and void; however, the Company will be responsible for the prorated portion of the Annual Payment due as under section 2 c. above. The Town may terminate this Agreement at any time.

15. Failure to Locate and/or Relocation.

This Agreement shall be null and void in the event that the Company shall (1) not locate a Retail Marijuana Establishment in the Town, in which case, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement or (2) relocate the Establishment out of the Town. In the case of relocation out of Town, an adjustment of funds due to the Town hereunder shall be calculated based upon the period of operation within the Town, but in no event shall the Town be responsible for the return of any funds already provided to it by the Company. If, however, the Establishment is relocated out of the Town prior to the second anniversary of the date of this Agreement, the Company shall pay the Town as liquidated damages an amount equal to ten thousand dollars (\$10,000) in consideration of the expenditure of resources by the Town in negotiating this agreement and preparing for impacts.

16. Governing Law.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts and venue for any dispute hereunder shall be in the courts of Plymouth County

17. Amendments/Waiver.

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

18. Severability.

If any term or condition of the Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced. Further, the Company agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

19. Successors/Assigns.

This Agreement is binding upon the parties hereto, their successors, assigns 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 Town, which shall not be unreasonably withheld, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town.

20. Headings.

The article, section, and paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

21. 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.

22. Signatures.

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

23. Entire Agreement.

This Agreement constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

24. Notices.

Except as otherwise provided herein, any notices, consents, demands, request, approvals or other communications required or permitted under this Agreement shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and will be effective upon receipt for hand or said delivery and three days after mailing, to the other Party at the following addresses:

To Town:

Chairman, Board of Selectmen, Town of Rockland

242 Union Street Rockland, MA 02364

With a copy to: Town Administrator, Town of Rockland and Chief of Police, Town of Rockland

To Company:

Jim Boland Cresco HHH, LLC 400 W. Erie, Suite 110 Chicago, IL 60654

25. Retention of Regulatory Authority.

By entering into this Agreement, the Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.

26. Third-Parties.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Company.

In witness whereof, the parties have hereafter set faith their hand as of the date first above written.

TOWN OF ROCKLAND By its BOARD OF SELECTMEN

By its Duly Authorized Representative

Signature

Printed Name

Title



TOWN OF ROCKLAND

Planning Board

Town Hall 242 Union Street Rockland, Massachusetts 02370

Telephone: 781-871-1874 x1196

Fax:

781-871-0386

E-mail:

planningboard@rockland-ma.gov

TOWN OF ROCKLAND PLANNING BOARD **Decision of Hearing**

APPLICANT:

JAMES RADAR, CHEBOYGAN PROPERTIES, LLC

HEARING DATE (S):

July 28, 2020 & August 25, 2020

BOARD MEMBERS PRESENT AT THE JULY 28, 2020 HEARING(S): Michael Corbett, Chairman; John Lucas and Randy Hoblitzelle (absent Charles Williams & Jared Valanzola).

BOARD MEMBERS PRESENT AT THE AUGUST 25, 2020 HEARING(S): Michael Corbett, Chairman; Charles Williams; John Lucas; and Jared Valanzola (absent Randy Hoblitzelle).

SUBJECT:

Site & Design Review James Radar, Cheboygan Properties (Map 4 Lot 11)

LOCATION:

1015 Hingham Street

You are hereby notified that after careful consideration of your application the Rockland Planning Board voted:

()to deny the application

(XX) to approve the application for Site & Design Plan subject to the conditions hereto annexed.

FILING DATE OF DECISION:

8/26/2020

DECISION: On August 25, 2020 the Board voted 4-0 in favor - to approve the Site & Design Plan for the Building with the following Planning Board conditions: (also see attached ZBA Decision).

I. Waiver Requests Approved:

- 1. The proposed drain pipe is specified to be high-density polyethylene (HDPE). Use of HDPE pipe requires a waiver from R&R §III.C.2.e.1.
- 2. As noted above, there is a subsurface infiltration system proposed. Use of subsurface infiltration systems require a waiver from R&R §III.C.2.f.1.

II. General Conditions (PENDING):

- 1. Get replies from Water/Sewer & Fire Department.
- 2. Confirmation with Highway on Granite Curbing.
- 3. Send proof of easement agreement.
- 4. Check with the ZBA see if they need you to go back.
- 5. Send updates to Planning Board and replies from Water/Sewer/Fire Department & Highway.

III. General Conditions:

- 1. The Applicant will submit a construction schedule and attend a preconstruction meeting with the Chairman of the Planning Board; Town of Rockland's designated engineer, and with its construction managers. Notice of the meeting shall be given to the Conservation Chairman and Building Commissioner.
- 2. The Applicant is required to provide the Chairman of the Planning Board and the Town of Rockland's designated engineer a minimum of 48 hours of notice prior to the beginning of construction.
- 3. A Dig Safe number and date of work will be supplied to the Chairman of the Planning Board prior to the beginning of construction. Information may be sent electronically.
- 4. That any modification of the plans cited above which modification is substantially different from the plan presented at the public meeting, shall be submitted to the Planning Board to be reviewed and accepted by the Board prior to any construction commencing.
- 5. That prior to an Occupancy Permit being issued by the Building Department, an "As Built" plan prepared by a Registered Civil Engineer shall be submitted to the Planning Board for its approval; such plan shall bear the following certification: "I certify that this project has been constructed in conformance with the approved plan and that any changes from said plan have been previously approved by the Rockland Planning Board."
- 6. If necessary, during construction the Applicant is required to control erosion. Silt sacs shall be installed in all catch basins in the area of construction. The silt sac shall be cleaned as necessary. All disturbed areas must be stabilized prior to November 30 during construction to prevent erosion during the winter months.
- 7. The Applicant is required to begin construction within two (2) years from the time of the Site Plan approval. The Applicant will have to return to the Planning Board for any time extensions after the two years.
- 8. The Applicant is required to keep all roadways free and clear of debris at the discretion of the Rockland Highway Superintendent during construction.
- 9. All Road Opening requirements are at the discretion of the Rockland Highway Superintendent.

- 10. The Applicant shall comply with any and all permits required by the Town of Rockland relating to construction of this project.
- 11. The Town's representative from Planning Board or its successor, including the Town's designated engineer shall be permitted to access the property for the purposes of reviewing the work and progress of the work during construction.
- 12. During construction the Applicant shall schedule inspections of the drainage system with the Planning Board's consulting engineer. Inspections shall include the following:
- A. Bottom of all excavated areas for drainage structures.
- B. After all drainage pipe installation and before backfill
- C. Top of fill replacement area
- 13. The Applicant will have the town engineer inspect all drainage basins, and landscaping during and upon completion of work.
- 14. The applicant will be responsible for engineer cost incurred for the preconstruction meeting, drainage inspections, scheduled inspections, final inspection and As-built review.
- 15. A signed plan and Rockland Planning Board Certificate of Action is to be on-site during construction.
- 16. Approval of the Planning Board Site Plan does NOT constitute approval of any other Rockland Board or Commissions. Approval does not include any town department that will require additional review or permitting.

ANY PERSON AGGRIEVED BY THIS DECISION MAY APPEAL TO THE SUPERIOR COURT DEPARTMENT FOR PLYMOUTH COUNTY BY BRINGING ACTION WITHIN TWENTY (20) DAYS AFTER DECISION HAS BEEN FILED IN THE OFFICE OF THE TOWN CLERK.

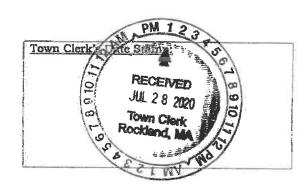
Michael Corbett, Chairman

DATED: 8/26/2020

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ROCKLAND ZONING BOARD OF APPEALS 242 UNION STREET ROCKLAND, MASSACHUSETTS 02370 E-mail: zoning@rockland-ma.gov

Phone: (781) 871-1874 extension 1195



CASE NO.: 2020-01

Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

(Zoom Hearing)

Notice is hereby given that a Public Hearing will be held on at 7:30 P.M. on April 21, 2020 and continued to May 19, 2020 and June 16, 2020 in the Lawrence J. Chaffee Hearing Room, (Lower Level), 242 Union Street, Rockland, MA on the petition submitted by Cheboygan Properties, LLC, 80 Washington Street, Suite J40, Norwell, MA 02061 to allow the construction of a 5,008 s.f. single story retail building with 22 parking spaces on the site located at 1015 Hingham Street, Rockland, MA 02370. The Applicant is seeking a Special Permit as per §415-89 - special permits, §415-16.c.15 - uses requiring a Special Permit, §415-89.1 - zoning variances and §415-22 - building and lot regulations. The owner of the property is 1099 Hingham Street Realty Trust, c/o Jumbo Capital Management LLC TR, 1900 Crown Colony Drive, Suite 405, Quincy, MA 02169. The site is in an H-1 zone and is further identified as Lot #11 on the Rockland Assessor's Map #4. A copy of this application is on file in the Town Clerk's office and is available for inspection during regular office hours.

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

Meeting held on April 21, 2020 via zoom: (Special Permit and Variance Request)
ATTENDANCE: Board Members: Chairman Robert C. Rosa III, Vice-Chairman
Gregory Tansey, Timothy Haynes, David Saucier and Charles Heshion. Associate
Member: Robert Baker.

Also present was Land Use Counsel Robert W. Galvin and Building Commissioner/Zoning Enforcement Officer Thomas Ruble.

Attorney Galvin stated that Mr. Saucier has a business relationship with the Applicant and that Mr. Saucier recuses himself from this hearing.

MEMBERS VOTING: Robert C. Rosa, Gregory Tansey, Timothy Haynes, Charles Heshion and Robert Baker.

<u>DISCUSSION:</u> The Chairman stated that Applicant is seeking a Special Permit and Variance to allow construction of 5,008 square foot single story retail building with 22 parking spaces on site located at 1015 Hingham Street, Rockland, MA.

The Chairman stated that for those who do not know, Mr. Stan Cleaves has decided to step down from the Board – he will be a loss to the Zoning Board and wishes he could have said thank you to him.

Mr. Don Bracken introduced himself and puts his plans that he has back on the screen and zooms in to show the location of the store - just before you get to set of lights on Commerce Road - vacant lot surrounded by existing commercial properties. Mr. Bracken testified that the property is just over 5,000 square feet; parking summary - 1 space per 300 square feet requires 17-21 spaces in total they have 22 spaces - wetlands causing issue with 10 foot buffer; they meet all parking requirements for dimensions- rest of spaces meet setbacks; building facing street on the side there will be parking spaces then in the back. Mr. Bracken testified that they will provide reinforced turf with a gate - signage for emergency access only. Mr. Bracken testified that they are focusing on variances requested side lot line which is a 30 foot buffer - they are proposing a 15 foot buffer; the rear lot line needs 30 feet - they are requesting 27.5 feet. Mr. Bracken testified that in the application they put in a pretty lengthy variance request as a whole - these requests do not affect the zoning district. Mr. Bracken testified that if you look at other lots, no other lot in the area is similar. Mr. Bracken testified that the other item he wants to point out is the sections where requesting variances is 5% of the building in its entirety. Mr. Bracken testified that the flood zone goes through the rear portion of the lot. Mr. Bracken testified that in summary, the surrounding lots Page Three of Twelve

Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

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in zoning district are larger, other lots not as restrictive - they feel that their request solely affects this parcel and not others.

The Chairman asked the Board members if they have any questions.

Mr. Tansey testified that on the south lot line – it does not seem to have the 10 foot buffer between the pavement. Mr. Bracken testified that there is a buffer but Mr. Tansey is correct, it does not appear to have 10 feet in that area. Mr. Tansey

testified that he suggests that the Applicant submit a variance for relief from that 10 foot buffer as well.

Mr. Haynes asked the Applicant about snow removal as he could not find anything in the By-law, but typically not letting it be off pavement – appears per plans all snow removal is on soil and not on the pavement.

The Chairman stated, yes Tim is right – to stay consistent, it always has been required to be on a paved surface.

Mr. Haynes replied, ok, so it is not on this site plan are we going to talk about the use/special permit at this point – his big questions is he does not see if for a use requirement.

The Chairman stated it says under the I-2 that everything under H-1 is under I-2.

Mr. Haynes asked the Chairman, so are you saying that a use that is permitted in I-2 is applicable in H-1?

The Chairman points out where the use requiring a special permit is such as supermarket and/or other general retail stores under 415-16.C.15 (page 33) in old red book and page 28 in new book.

Mr. Haynes replied, so we are saying it is not allowed as a special use in H-1 because it is allowed in I-2 - it is ok for H-1?

The Chairman stated after reading the By-law that is how he interprets that.

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Attorney Galvin stated that he has not been asked this question before about this district and is looking at it now – he feels that Rob has a reasonable interpretation of it.

Mr. Haynes testified and stated after reading it as these uses in I-2.

Attorney Galvin stated he feels it does apply, but not the uses – the uses would require a Special Permit; in this district there are 5 uses by right- then Special Permit. Attorney Galvin stated that he wants more detail on the proposed use from the Applicant.

The Chairman stated to the Applicant, when you say general retail what are you looking to get in there.

Mr. Rader testified that right now, they do not have a use for the building; his expectation is that it is going to be a typical retail use but to define if it is a coffee shop/clothing store/ shoe store, they cannot as they do not have anyone lined up to go into the building yet – his vision is once they build it they will come.

Attorney Galvin stated that coffee shops are an allowed use. Attorney Galvin stated that he feels that the Applicant would be allowed to engage in any tenant to occupy for what is allowed by right and the Board can certainly approve the building and subject it to the use regulations of the district.

The Chairman asked for clarification of the H01 zone only – uses that are applicant not the I-2.

Attorney Galvin stated that he feels the dimensional regulations/other regulations apply – the language does not expand the permissible usage. Attorney Galvin stated to the Chairman that he feels the Board could approve the building if inclined to do so and the Applicant can come in once a tenant comes in and apply for a Special Permit.

The Chairman stated is he find with that.

Mr. Haynes needed to clarify that it is not possible for them to grant the special permit if the uses are not permissible.

The Chairman replied, correct, that seems to be the answer.

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Mr. Bracken testified that was not their interpretation, they felt it could be allowed by Special Permit; he will need to consult with the Applicant to see if he wishes to withdraw the Special Permit.

Attorney Galvin stated that they can deny without prejudice for the Special Permit for retail use so the Applicant can come back as a later time.

Mr. Rader replied, he is ok with that.

Mr. Heshion testified that the questions on the snow storage and topography flowing into the wetlands, all have been answered; but regarding the dumpsters – would he consider berming that area since they are near the wetlands. Mr. Bracken testified that with regards to snow storage – we will have to submit to conservation commission but they are happy to designate areas on pavement – can address that on a site plan – there is a curve at the dumpster and all the run-off has to go through the drainage systems – none of that goes through the wetlands.

Mr. Baker asked the Applicant where is the stormwater run-off going to. Mr. Bracken testified after looking at the plan – roof run off goes into subsurface leaching area – draining into catch basis that go into wet swale – some flow allowed to go into the wetland in the southeast Mr. Baker testified that he wants to know if they are tying into the wetlands on Hingham Street as the building on here is designed to have clean groundwater because a 21E was done across the street. Mr. Bracken testified that he was not aware – before the property is purchased another 21 E could be conducted.

Mr. Rader testified that they had Green Environmental do evaluation of the property and goes back in the records the plan for filtering the water to treat the ground water has been signed off by the state – has been 15 years and they feel the issue has been adequately dealt with.

Mr. Baker referred to the emergency entrance/exit – is that going to have breakaway gate if the Fire Department needs to get there – could because he feels that if traffic backs up they will cut through the parking lot to get to the Highway. Mr. Bracken testified that they feel it is good for the Town to keep that open and have another means of opening in that traffic area. Mr. Baker asked the Applicant if they have permission from the owners of the property to allow that to happen. Mr. Bracken testified that he has ownership interest in that building and represents them.

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

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The Chairman asked the Applicant if there will be a formal easement deed/plan drafted up; sheets 3 of 4 substantial grading/drainage/construction over the property line – would need to have sort of an easement there for future purposes.

Mr. Bracken testified that there will be a formal easement drafted that will give them access rights and perpetuity.

The Chairman asked the Applicant if there is any reason why they cannot shrink the building to make it fit and meet the setbacks. Mr. Bracken testified that they have done several schemes that it would be un-rentable and given the only two people impacted, the Applicant to the rear and seller who is selling land to the east, neither one are opposing the variance request.

The Chairman asked Mr. Ruble is he has any questions.

Mr. Ruble testified that pretty much everything has been answered – traffic study ok – on site plan the Fire Department or Pat Brennan seen this are they ok with this/he would like a letter from both Pat and Fire Department to give it a blessing.

Mr. Bracken testified that Pat will be reviewing this, but have not submitted it to the Fire Department, but will do so.

Attorney Galvin stated he has nothing further to add.

The Chairman opened the public hearing to the public. No one is here.

Mr. Baker testified that he has one more item – no salt area in parking lot – it is in a zone b and would be restricted to not use any salt – would like a sign at entrances no salt area.

Mr. Bracken testified that he would like to ask for a continuance to modify the Application to remove the special permit request and amend site plans.

Attorney Galvin stated that the new variance would need to be advertised and combined with the continuance on same night.

The Board discussed May 19th continuance at 7:30 P.M.

The Chairman asked Mr. Bracken if he could submit plans via pdf.

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The Chairman asked the Board if they had any other issues.

MOTION: Mr. Heshion made a motion to continue the hearing. Mr. Baker seconded the motion. The vote of the Board was unanimous (5-0).

Roll Call Vote: Mr. Tansey - yes, Mr. Rosa - yes, Mr. Haynes - yes, Mr. Heshion - yes and Mr. Baker - yes.

Attorney Galvin stated that he would need the new application filed with the Town by the end of this week for it to be advertised properly.

Meeting held on May 19, 2020 via Zoom:

ATTENDANCE: Board Members: Chairman Robert C. Rosa III, Timothy Haynes, and Charles Heshion. Associate Member: Robert Baker. ABSENT: Gregory Tansey. David Saucier (conflict with hearing)

Also present was Land Use Counsel Anthony Riley of Galvin and Galvin and Building Commissioner/Zoning Enforcement Officer Thomas Ruble.

MEMBERS VOTING: Robert C. Rosa, Timothy Haynes, Charles Heshion and Robert Baker.

<u>DISCUSSION:</u> The Chairman read the continuance notice. The Chairman stated that the Board did not receive paperwork in a timely fashion for advertising an amended application with revised plans for this hearing date, therefore the Board has to vote to continue the hearing until June 16, 2020 for proper advertising.

MOTION: Mr. Baker made a motion to continue the hearing to June 16, 2020 at 7:30 P.M. Mr. Heshion seconded the motion. The vote of the Board was unanimous (4-0).

Roll Call Vote: Mr. Rosa - yes, Mr. Haynes - yes, Mr. Heshion - yes and Mr. Baker - yes.

Attorney Riley stated that the previous public hearing can be withdrawn; the Board needs to see the easement agreement by drafting a copy and making up a list of all email lists.

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MOTION: Mr. Baker made a motion to adjourn the meeting. Mr. Heshion seconded the meeting. The vote was unanimous (4-0).

Roll Call Vote: Mr. Rosa - yes, Mr. Haynes - yes, Mr. Heshion - yes and Mr. Baker - yes.

Meeting held on June 16, 2020 via Zoom: (Variance Request - amended application)

The Rockland Zoning Board of Appeals hereby gives notice, in accordance with Mass. Gen. L. c.40A §11 that a virtual (remote) Public Hearing will be held at 7:30 P.M. on June 16, 2020 on the amended petition submitted by Cheboygan Properties, LLC, 80 Washington Street, Suite J40, Norwell, MA 02061 to allow the construction of a 5,008 s.f. single story retail building with 22 parking spaces on the site located at 1015 Hingham Street, Rockland, MA 02370. The Applicant is seeking a dimensional variances per §415-89.1 - zoning variances; §415-22 - building and lot regulations and §415-22 A.2.d - parking area setbacks. The owner of the property is 1099 Hingham Street Realty Trust, c/o Jumbo Capital Management LLC TR, 1900 Crown Colony Drive, Suite 405, Quincy, MA 02169. The site is in an H-1 zone and is further identified as Lot #11 on the Rockland Assessor's Map #4.

A copy of the amended petition is available upon request electronically from the Town Clerk 781-871-1874 ext. 1 or Zoning Board of Appeals 781-871-1874 ext. 1195 and persons interested in this petition can also submit written comments or questions to: Zoning Board of Appeals, 242 Union Street, Rockland, MA 02370 or email the Zoning Board: zoning@rockland-ma.gov.

ATTENDANCE: Board Members: Chairman Robert C. Rosa III, Vice-Chairman Gregory Tansey, Timothy Haynes, and Charles Heshion. Associate Member: Robert Baker. ABSENT: David Saucier (conflict with hearing)

Also present was Land Use Counsel Anthony Riley of Galvin and Galvin and Building Commissioner/Zoning Enforcement Officer Thomas Ruble.

Other attendees via zoom: James Rader and Don Bracken.

<u>DISCUSSION:</u> The Chairman of the Zoning Board read the posted continuance notice.

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

The Chairman let the members know that Dave Saucier gave his resignation to the Board.

The Chairman asked Attorney Riley if they have to close the previous meeting as it was left open but they brought in an amended petition. Attorney Riley stated it is ok to continue as is. The Chairman stated that the amended application is no longer a special permit and Applicant is only asking for variances and nothing else is to be discussed except the variances.

Mr. Bracken testified by letting the Board know about the amendment – 10 foot setback; did revised plans; application says 22 parking spaces and plans have been

revised to reflect 23 spaces. Mr. Bracken pulled out the plan to remind everyone exactly where they are looking for variances. Side yard variance – 30 feet to 15 feet; 30 feet to 27 feet – shows area that requires relief from setback for two parking areas.

The Chairman opened the meeting to the ZBA members for discussion.

Mr. Baker asked if we got a copy of the easement agreement. Mr. Bracken testified that right now it's a proposed easement and not under full agreement yet.

Mr. Tansey testified that he has no questions regarding the easement or variance.

Mr. Heshion testified that he only has a question on the easement and not the variance.

Mr. Haynes testified he has no questions.

The Chairman asked the Applicant regarding the easement – the egress that goes over the property line – is that only used for emergency or 24 hour access through there. Mr. Bracken testified that he is looking for 24 hour access and have hired a traffic consultant.

Mr. Heshion asked Mr. Bracken who has the ownership with the easement. Mr. Bracken replied, yes, Jim Rader the Applicant does.

The Chairman asked the Applicant what the bump out on the back of the building is proposed to be. Mr. Bracken testified that will be used for storage and utility

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

rooms. The Chairman asked the Applicant if they could slide that bump out to get the 30 feet. Mr. Bracken replied, yes, but they are as tight as they can be in order to be able to construct the building as it is; justification to the variance is that the wetland is related to topography – pinched area.

The Chairman asked Mr. Ruble if he had any questions. Mr. Ruble testified that he has no issues until he sees the drawings.

The Chairman asked Attorney Riley if he had any questions. Attorney Riley replied,

The Chairman opens the meeting to the general public. There was no attendance from the public.

The Chairman asked the Board if they had any further questions.

The Chairman read the decision process.

Mr. Baker made a motion to close the public hearing. Mr. Heshion seconded the motion. Roll Call Vote: Mr. Rosa – yes, Mr. Tansey – yes, Mr. Haynes – yes, Mr. Heshion – yes and Mr. Baker – yes.

The Chairman stated that the open portion of the meeting is closed.

DELIBERATION:

Mr. Heshion testified that as far as the variance, he feels it is a unique lot and does not see a problem with it.

Mr. Baker testified that they did a good job keeping it out of the wetlands.

<u>VOTE ON DECISION</u>: Mr. Tansey made a motion to grant the variance with the following conditions. Mr. Heshion seconded the motion. The vote of the Board was unanimous (5-0). Roll Call Vote: Mr. Rosa – yes, Mr. Tansey - yes, Mr. Haynes – yes, Mr. Heshion – yes and Mr. Baker – yes.

CONDITIONS:

1). Upon completion of construction site an As-Built will be required;

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Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

Hearing Date(s): April 21, 2020, May 19, 2020 and June 16, 2020

- 2). Agreement of Easement Draft Copy upon approval of Planning Board and Conservation and upon Certificate of Occupancy the Applicant shall provide a recorded copy of easement agreement to the Building Commissioner and Zoning Board of Appeals;
- 3). Finalized plan is to be submitted to the Zoning Board once the Applicant has been before the Planning Board and Conservation Commission for approval finalized design plan in agreement for all boards;
- 4). A copy of this decision shall be filed with the Registry of Deeds and proof of recording shall be given to the Building Department.

REASONS FOR DECISION:

Upon motion duly made and seconded, the Board found that the applicant is seeking variances for relief from parking lot setbacks at the rear of the lot as well as a 2.4' variance for the rear building setback.

The Board found that the lot shape and topography are unique to this parcel.

The Board found that the location of the structure on the lot, width of the lot and the setback from the street is a condition that specifically effects the lot and does not effect the zoning district as a whole.

The Board found that the variance would not derogate from the intent or purpose of the Zoning By-law or be detrimental to the public good and would be in harmony with the surrounding neighborhood.

THIS DECISION, ALONG WITH THE CERTIFICATION FROM THE TOWN CLERK.
THAT NO APPEAL HAS BEEN FILED, MUST BE RECORDED WITH THE PLYMOUTH
COUNTY REGISTRY OF DEEDS PRIOR TO OBTAINING A BUILDING PERMIT
FROM THE BUILDING DEPARTMENT AND PROOF OF RECORDING MUST BE
FILED WITH THE BUILDING COMMISSIONER.

NOTE:

This decision may be appealed to the District Court, Housing Court, Land Court or Superior Court pursuant to Chapter 40A, Section 17. Said appeal must be filed within twenty (20) days after this decision is filed with the Town Clerk. Page Twelve of Twelve

Applicant: Cheboygan Properties, LLC Property Address: 1015 Hingham Street

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Chapter 40A, Section 11, states that in part, that no variance or Special Permit shall take effect until the Town Clerk certifies that twenty (20) days have elapsed, and no appeal has been filed.

This Board certifies that copies of this decision have been filed with the Planning Board as well as with the Town Clerk.

FOR THE ZONING BOARD OF APPEALS

Robert C. Rosa III Chairman