

# VICENTE SEDERBERG

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LLP

2 SEAPORT LANE, 11<sup>TH</sup> FLOOR  
BOSTON, MA 02210  
TEL: 617.934.2121

December 29, 2019

Chairman Nancy M. Cole  
Zoning Board of Appeals  
West Tisbury Town Hall  
1059 State Road, PO Box 278  
West Tisbury, MA 02575

Dear Chairman Cole:

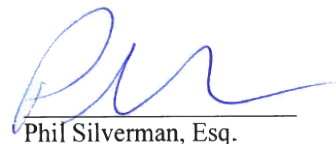
Please accept this correspondence on behalf of Patient Centric of Martha's Vineyard, Ltd. ("PCMV") relative to its proposed operations at 510 State Road in West Tisbury ("the Property"). In 2017, PCMV was awarded a Special Permit from the Zoning Board of Appeals to operate a Medical Marijuana Dispensary at the Property. PCMV seeks a Special Permit from the West Tisbury Zoning Board of Appeals to allow it to contemporaneously operate its existing Medical Marijuana Cultivation business with a Recreational Marijuana Facility.

In 2019, the West Tisbury Board of Selectmen entered in a Host Community Agreement ("HCA") in connection with PCMV's proposed adult use retail operations at this site. PCMV has submitted an application to this the Cannabis Control Commission for a Provisional License to sell retail marijuana at this location, which are currently under review.

PCMV will comply with all requirements of the existing Special Permit, the HCA, and Cannabis Control Commission regulations as outlined in 935 CMR 502.000 *et seq*, as well as other suggestions it receives from the West Tisbury Zoning Board of Appeals that will facilitate harmonious operations with the surrounding community. Led by a local resident with a unique understanding of the immediate community, PCMV believes it is uniquely suited to operate a safe, compliant, and state-of-the-art facility in West Tisbury.

Thank you for your attention to this matter.

Sincerely,



Phil Silverman, Esq.

Received by the Town Clerk: Date: \_\_\_\_\_

Application complete \_\_\_\_\_

Signed: \_\_\_\_\_

Application incomplete \_\_\_\_\_

**APPLICATION COVER PAGE**

Date: \_\_\_\_\_ Date Received by ZBA: \_\_\_\_\_

Name of Applicant and Mailing Address: Patient Centric of Martha's Vineyard, Ltd.

90 Dr. Fisher Road, West Tisbury, MA 02575

Email Address: grose@pcmvv.com Telephone Number: (774) 836-4397

Name of Owner and Mailing Address (If not Applicant): Travis Thurber and Ian Thurber, Trustees,

510 Nominee Trust, 455 State Road, Vineyard Haven, MA 02568

Map and Lot #: Map 16, Lot 101

Street Address of Subject Property: 510 State Road, West Tisbury, MA 02568

Applicant is: Tenant (Owner, Tenant, Purchaser, Other)

Nature of Application (Special Permit, Appeal, Variance): Special Permit

Applicable Section of Zoning Bylaw: Section 3.1-1

Date of Denial by Building Inspector, Zoning Inspector, or Planning Board  
(If Applicable): \_\_\_\_\_

**Plot Plan: Must provide a plan by a registered surveyor showing the total property with the existing buildings, including the proposed project, all setback distances to be provided.**

**Plans: 2 sets of scaled drawings of floor plans that show total sq. ft. per floor (measured from exterior of wall), at least 2 elevations with one showing proposed height to ridge. If the project is an addition to existing structure please clearly identify proposed work.**

**Description of proposed project: Please attach a detailed narrative.**

**I have read the overview of the ZBA process attached to this application and completed all sections of the application cover page and therefore request a hearing before the West Tisbury Zoning Board of Appeals with reference to the above noted application.**

Signed: \_\_\_\_\_

Geoff Rose

Title(s): Founder and Chief Executive Officer

Application fee of \$200.00 is required. Date Paid: \_\_\_\_\_

FOR ZONING BOARD USE

Size of Subject Lot: \_\_\_\_\_ Zoning District: \_\_\_\_\_

Registry Book and Page #'s and Date \_\_\_\_\_

Other Boards Involved with the Permitting:

\_\_\_\_\_

Within an Overlay District?

\_\_\_\_\_

Martha's Vineyard Commission Referral Required? \_\_\_\_\_ If So, MV Checklist Items:

\_\_\_\_\_



Patient Centric of Martha's Vineyard, Ltd. ("PCMV") seeks a Special Permit to operate a and Recreational Marijuana Facility ("RMF") at its existing facility located at 510 State Road, West Tisbury, MA 02568 ("the Property"). In 2017, PCMV was awarded a Special Permit from the Zoning Board of Appeals to operate a Registered Marijuana Dispensary ("RMD") at the Property, which PCMV envisions operating contemporaneously with its proposed RMF subject to the Cannabis Control Commission's regulations for Co-located Marijuana Operations ("CMO") outlined in 935 CMR 502.000 *et seq.*

The Property is located in the Mixed Use Business ("MB") District. Pursuant to Section 3.1-1 of the West Tisbury Zoning Bylaw, the use of the Property for these purposes is permitted subject to the issuance of a Special Permit from the Zoning Board of Appeals. In accordance 935 CMR 502.110(3), the Property is not located within 500 feet of a preexisting public or private school providing education in kindergarten or any of grades one through 12.

PCMV has negotiated a Host Community Agreement ("HCA") with the Town of West Tisbury, enclosed hereto as Exhibit A, and has submitted an application to the Cannabis Control Commission to operate an Adult Use Marijuana Retail Establishment at the Property. PCMV is a vetted applicant that has received priority status from the Cannabis Control Commission as a result of its exhaustive application with the Massachusetts Department of Public Health.

PCMV does not propose major modifications from the Special Permit granted for a Registered Marijuana Dispensary at this facility, enclosed here to as Exhibit B. PCMV only intends to utilize this Property for the retail sale of cannabis to eligible consumers. Absolutely no cultivation, manufacturing, or social consumption uses will occur on site.

## **I. Project Narrative**

### *Exterior Project Description*

All public access to the facility shall occur through a secure entry vestibule in which patients and customers must demonstrate proof that they have the appropriate government issued identification to gain access into the facility. Product will be transported into the facility through the secure entry vestibule in a secure fashion as outlined in PCMV's security measures.

PCMV will install signage and other pedestrian cues throughout the parking lot to ensure that pedestrians are able to traverse the lot safely. As outlined in its previous Special Permit filings, PCMV will post signage stating that no loitering is prohibited in the parking area and to respect the neighbors as this is a mixed business area that includes residential properties.

Facility signage will be discrete and utilized for the purpose of wayfinding only. Pursuant to 935 CMR 500.105, PCMV will not install neon signage or illuminated exterior signage, signs or other printed matter advertising marijuana products; display marijuana products that are visible to a person from the exterior of the MRF; or utilize a logo or symbols that has images of marijuana and/or colloquial references to cannabis.

### *Interior Project Description*

Qualified customers will only have access to a small portion of the Property. The proposed dispensing area will include (1) a secure entry and exit vestibule in which patients and customers must demonstrate proof that they have the appropriate credentials to gain access into the facility; (2) a general sales floor with point-of-sale terminals; (3) a secure patient consultation area; and (4) a secured exit and vestibule.

The rest of the facility shall only be accessible to staff and includes (1) a receiving area and a secured vault; (2) staff offices; (3) a break room; (4) a mechanical room; (5) an IT room; (6) a security room and (7) employee restroom.

### **Security**

PCMV prioritizes ensuring the safety and security of its customers, staff, neighbors, and the surrounding community. The applicant's security measures will exceed the requirements set forth in 935 CMR 500.00 *et seq.* PCMV has retained Frank Matthews, one of the Commonwealth's leading security consultants, to develop our security policies, provide engineering and logistics support, and system testing. PCMV will submit confidential information about its security plans and operating procedures to the West Tisbury Police Department for review and feedback.

PCMV will employ live on-site security during all opening hours to ensure the safety of the perimeter and maintain access control to the facility. PCMV will also invest in state-of-the-art security infrastructure to prevent and detect potential loss and diversion of marijuana. This equipment will include perimeter alarms, failure notification systems, panic alarms connected to local law enforcement, and video cameras in all areas that contain marijuana as well as all points of entry and exit that are instantly accessible to local law enforcement. Redundant alarm systems will be installed to ensure that security features will remain operational in instances of power outages or system failure.

Staff access within the dispensary will be monitored by a keycard program, with different levels of access granted to different staff members. Only essential staff will be granted access within limited access areas such as the vault.

Security personnel will be trained in the security industry and crime prevention standards and will have experience in the surveillance of highly regulated retail operations. All staff will receive comprehensive training relative to standard operating procedures in the unlikely case of a security incident. PCMV's operating policies and procedures ensure the prevention of diversion, theft, and illegal or unauthorized conduct.

### **Operations**

#### *Dispensing Procedures*

In accordance with 935 CMR 500.140(3), access to PCMV's facility is limited to individuals 21 years of age and older or patients and caregivers that are 18 years of age or older with an active

Medical Use of Marijuana Program card. 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. An individual will not be admitted to the premises unless the retailer has verified that the individual is a valid age to enter pursuant to the inspection of individual's proof of identification and, when applicable, Medical Use of Marijuana Program Card. Patients who have signed up online for a discrete consultation will be directed to the patient consultation room. Patients may also utilize a separate medical-only point-of-sale terminal.

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. An agent will affix a label, as generated by the point of sale system, indicating the date, strain name, cannabinoid profile, and all applicable warnings detailed in 935 CMR 500.105.

Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates the seed-to-sale tracking system that is compliant with 935 CMR 500.105(8). 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. All required taxes for Adult Use will be collected at the point of sale. 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.

PCMV will use the point of sale security system to accept payment and complete sales. The system can back up and securely cache each sale for inspection.

### *Customer Education*

PCMV's customers will receive substantive educational materials relative to compliant and safe storage, use, and transport of their products. The educational material must include at least the following:

- (a) A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
- (b) A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
- (c) Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration;
- (d) Materials offered to consumers to enable them to track the strains used and their associated effects;

- (e) Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained;
- (f) A discussion of tolerance, dependence, and withdrawal;
- (g) Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs;
- (h) A statement that consumers may not sell marijuana to any other individual;
- (i) Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law; and
- (j) Any other information required by the Cannabis Control Commission.

PCMV's customer service agents will receive substantial training about how to appropriately and effectively educate customers during a point-of-sale transaction. Employee training subjects will range from the types of products that are available; safe and compliant use, transport, and storage of products; and the consequences of diversion of products to unauthorized parties.

#### *Trash Management*

Any trash containing marijuana or marijuana products is required to be stored securely on site within the dispensary vault. The products will be securely transported back to PCMV's licensed cultivation and product manufacturing facility from which they emanated and where they may be disposed of safely.

Minimal amounts of non-marijuana business related waste will be generated from the facility and disposed of by commercial trash pickup.

#### *Deliveries*

Product deliveries will occur between two to three times each week in unmarked Ford 150 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 dispensary staff member into the facility and within the vault through the entry area designated for staff. Within eight hours after arrival, PCMV 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.

### **Traffic and Parking**

PCMV has 23 designated customer-only spaces for its exclusive use. PCMV has taken great care to develop operational procedures to ensure that customer visits within the RMF are short in duration and will not result in lines or other congestion to enter or exit the facility. Operational procedures will be adjusted as needed to ensure optimal function of the facility.

Please see the enclosed traffic impact statement prepared by Hayes Engineering, attached hereto as Exhibit C. PCMV 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.

### **Opening Day Plan**

PCMV recognizes the critical importance of operational planning and collaboration with the Town to ensure that its fledgling months of operation and first high season are efficient. Please see PCMV's proposed Opening Day Plan, attached hereto as Exhibit D.

## **II. Compliance with West Tisbury Zoning Bylaw Section 9.2-2(A) and 9.2.-2(B)**

### **A. General Findings: The Zoning Board of Appeals may approve a Special Permit application only if it makes written findings that:**

#### **1. The proposed use is in harmony with the general purpose and intent of this bylaw.**

PCMV's proposed Property is located within the MB Zone, which expressly allows for the operation of Marijuana Retail Facilities by special permit. Further, in accordance 935 CMR 502.110(3), the Property is not located within 500 feet of a preexisting public or private school providing education in kindergarten or any of grades one through 12.

#### **2. The benefits of the proposed use to the Town outweigh its adverse effects.**

PCMV's proposed use of the Property for a co-located medical marijuana facility and recreational marijuana retailer is desirable to public welfare for the following reasons:

- 1) The proposed use will offer adults over the age of 21 and qualifying patients and caregivers access to lab-tested, consistent, and high quality marijuana and marijuana products. Its operations will also assist in the elimination of the illicit cannabis market by providing access to marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants;
- 2) PCMV's operations will positively impact the community through the creation of additional employment opportunities and reliance on local vendors;
- 3) PCMV will make an annual Community Impact payment to the Town to mitigate any additional expenses incurred by the Town related to PCMV's operations equal to three (3) percent of its gross sales revenue;



- 4) PCMV does not propose substantive exterior modifications to the Property, which was previously designed to be congruent with surrounding uses; and
- 5) PCMV will mitigate public safety concerns through compliance with all applicable regulations set forth at 935 CMR 502.000, *et seq.*, and the specific requirements set forth by the Town regarding adult use and medical marijuana establishments.

### **3. The proposed use is consistent with the West Tisbury Master Plan.**

PCMV's proposal furthers the goals of the West Tisbury Master Plan. Specifically, PCMV's MRF will assist in working towards a sustainable, year-round employment pattern; bolster the seasonal economy; and provide economic benefits as a new retail use on the island. It does not propose any modifications that would alter housing density, energy use, circulation, municipal services, cultural resources, or natural resources.

### **B. Specific Findings: In order to approve a Special Permit, the ZBA shall also make specific written findings that the proposed use, with appropriate conditions:**

#### **1. Is consistent with the purposes and requirements of the applicable land use district, overlay districts, and other specific provisions of this bylaw (including Site Plan Review requirements) and of other applicable laws and regulations.**

The Property is located within the MB Zone, which expressly allows for the operation of Marijuana Retail Facilities by special permit. Further, in accordance 935 CMR 502.110(3), the Property is not located within 500 feet of a preexisting public or private school providing education in kindergarten or any of grades one through 12.

#### **2. Is compatible with surrounding uses and protective of the natural, historic, and scenic resources of the Town.**

PCMV's proposed use will not be substantially different from nearby commercial properties, which include banks, hotels, retail stores, food service establishments, and markets. The West Tisbury Zonin Bylaw expressly allows PCMV's proposed use within the MB Zone.

#### **3. Is accessible to fire, police, and other emergency vehicles.**

PCMV's Property is accessible to fire, police, and other emergency vehicles. PCMV will work in close collaboration with the Police Department to ensure it is operating in a manner that is safe and in full compliance with 935 CMR 502 *et seq.*

#### **4. Will not create excessive off-premises noise, dust, odor, or glare.**

PCMV does not seek to make modifications to the exterior of the facility or any construction that would cause change to existing noise, dust, odor, or glare conditions.

#### **5. Will not cause traffic congestion, impair pedestrian safety, or overload existing roads, considering their current width, surfacing, and condition.**

Please see the enclosed traffic impact statement prepared by Hayes Engineering, attached hereto as Exhibit C. PCMV 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.

**6. Will not overload any municipal facility or any public or private water, sewage disposal, or drainage system.**

PCMV does not propose any modifications to the existing site plan that would result in modifications to existing drainage and sewer systems. PCMV's operations will be limited to dispensing marijuana and marijuana products, and will not impose any increased demand on public utilities other than that of a typical retail use.

**7. Will not adversely affect the availability or cost of housing for year-round residents of West Tisbury.**

PCMV's proposal maintains existing housing that was previously available onsite.

**8. Will not cause significant environmental damage due to flooding, wetland loss, habitat or ecosystem disturbance, or damage to valuable trees.**

PCMV does not seek to make modifications to the exterior of the facility or any construction that would cause significant environmental damage due to flooding, wetland loss, habitat or ecosystem disturbance, or damage to valuable trees.

**9. Will not cause other adverse environmental effects. Such effects may include: Pollution of surface water or groundwater; Salt-water intrusion in public or private domestic water supply wells; Inadequate water supply to meet the anticipated demand of the proposed activity or use or reduction of water supply to other properties; Noise and air pollution; Destruction of wildlife habitats and damage to wetlands or littoral ecology; Damage to marine fisheries and shellfish; Construction which unnecessarily damages the visual amenities of the site and which is not in harmony with the landscape type; Unnecessary decreases in agricultural use or potential productivity of land; or Erosion resulting from or caused by development.**

PCMV does not seek to make modifications to the exterior of the facility or any construction that would result in the pollution of surface water or groundwater; salt-water intrusion in public or private domestic water supply wells; inadequate water supply to meet the anticipated demand of the proposed activity or use or reduction of water supply to other properties; noise and air pollution; destruction of wildlife habitats and damage to wetlands or littoral ecology; damage to marine fisheries and shellfish; construction which unnecessarily damages the visual amenities of the site and which is not in harmony with the landscape type; unnecessary decreases in agricultural use or potential productivity of land; or erosion resulting from or caused by development.

**Exhibit A: Host Community Agreement**

## HOST COMMUNITY AGREEMENT

### **Between Town of West Tisbury, Massachusetts and Patient Centric of Martha's Vineyard, Ltd.**

This Host Community Agreement ("**Agreement**") is entered into this 23<sup>rd</sup> day of October 2019 (the "**Execution Date**"), by and between the Town of West Tisbury, a Massachusetts municipal corporation duly organized under the laws of the Commonwealth, acting through its Board of Selectmen (the "**Selectmen**") with an address of 1059 State Road, PO Box 278, West Tisbury, Massachusetts 02575 (the "**Town**"), and Patient Centric of Martha's Vineyard, Ltd., a Massachusetts Domestic Business Corporation with a principal place of business of 90 Dr. Fisher Road, PO Box 1323, West Tisbury, Massachusetts 02575 ("**Patient Centric**" and, together with the Town, herein referred to as the "**Parties**").

WHEREAS, Patient Centric wishes to establish and operate a Marijuana Establishment ("**ME**"), including dispensing, cultivation processing, manufacturing, and retail of marijuana pursuant to G.L. c. 94G and 935 CMR 500.000, and any other successor agency, law, and/or regulations (the "**Regulations**"), for the adult use of marijuana in the Town in accordance with all the laws of the Commonwealth and Town; and

WHEREAS, Patient Centric will submit a license application to the Cannabis Control Commission (the "**CCC**") to operate a cultivation, processing and manufacturing facility at 90 Doctor Fisher Road, West Tisbury, Massachusetts (the "manufacturing facility") and a retail facility at 510 State Road, West Tisbury, Massachusetts (the "retail facility")(collectively the "**Premises**"). If Patient Centric receives a Final Certificate of Registration (the "**FCR**") from the CCC to operate a ME at the Premises, and receives all required local permits and approvals, Patient Centric will have the authority to operate a ME in the Town;

WHEREAS, notwithstanding the anticipated positive benefits to certain members of the community, the ME may impact Town resources in ways unique to the business of the ME and draw upon Town resources in a manner not shared by the general population; and

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L.c.94G, § 3(d).

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the Town and Patient Centric agree as follows:

1. Contingency. The obligations of Patient Centric and the Town recited herein are specifically contingent upon Patient Centric's commencement of operation of any of the ME facilities (manufacturing facility or retail facility).

2. Host Community Impact Fee. The Town anticipates it will incur additional expenses and impacts upon the Town's road system, law enforcement, fire protection services, inspectional services and permitting services, public health services, and potential additional unforeseen impacts. Accordingly, in order to mitigate any such impacts upon the Town and use of Town resources, Patient Centric shall provide as a payment to the Town a community impact fee, the receipt of which shall be classified as General Funds under M.G.L. c. 44, § 53 (the "**Community Impact Fee**"). Patient Centric acknowledges and agrees that the Town is under no obligation to use the Community Impact Fee in any particular manner and while the purpose of these payments is to assist the Town in addressing impacts the ME may have on the Town, the Town may expend the Community Impact Fee at its sole and absolute discretion, as determined by the Board of Selectmen, subject to M.G.L. c. 44, § 53.

Notwithstanding any provision herein, the Community Impact Fee shall be reasonably related to the actual or anticipated costs imposed upon the Town as a result of the operation of the ME and shall amount to no more than three percent (3%) of the gross sales of the ME.

Patient Centric shall pay the Community Impact Fee to the Town as follows:

a. **Initial Payment:** Within 10 business days following receipt of a special permit from the Town to operate any aspect of the ME (the retail facility or any part of the manufacturing facility), Patient Centric shall pay the Town Twenty Thousand Dollars (\$20,000), which will thereafter be credited toward the first Annual Payment to be made pursuant to paragraph 2.b. herein.

b. **Annual Payments:** During each year following the anniversary of the commencement of retail sales at the Premises, Patient Centric shall pay the Town three percent (3%) of its gross sales revenues derived from the ME within 45 days following each anniversary following the commencement of sales at the Premises. "Gross sales" shall mean the total of all sales transactions on the Premises, whether wholesale or retail, and shall include but not be limited to all sales occurring at the retail facility, including the sale of marijuana and marijuana infused products sold at the retail facility.

To assess the three (3%) of Patient Centric's gross sales, Patient Centric shall furnish the Town with audited gross revenue for each sales year with each payment, reflecting gross sales figures for the ME in that given year. Upon request, Patient Centric shall provide the Town with the same access to its financial records as provided to the CCC.

c. All Community Impact Fee payments due hereunder by Patient Centric shall be payable to the Town of West Tisbury and delivered in a timely fashion to the Town Administrator.

d. The Community Impact Fee shall expire at the end of the five (5) year period beginning on the date the first Community Impact Fee is paid in full (i.e. 45 days following the fifth anniversary following the commencement of sales at the Premises). At the conclusion of each five (5) year period, the parties shall negotiate new Community Impact Fee payments in accordance with G.L. c. 94G, §3. Notwithstanding the foregoing, within forty five (45) days after the second annual Community Impact Fee is due, the Town will revisit the Community Impact Fee and decide whether any adjustment should be made to the Community Impact Fee due pursuant to clause 2(b) above for the subsequent three years.

3. Taxes. Patient Centric agrees that all real and personal property taxes owing for the properties at which the ME is located (inclusive of the manufacturing facility and retail facility) and limited to those taxes which are the responsibility of Patient Centric will be paid when due by Patient Centric. Patient Centric agrees not to object to or otherwise challenge the taxability of the real property where the ME is located, and shall pay all local, state and federal taxes as required to be paid by Patient Centric in accordance with applicable law, as now existing or as hereafter may from time to time be enacted, repealed or modified. Patient Centric shall not request any tax credits or subsidy from the Town for the ME, and shall not object or otherwise challenge the taxability of the ME.

4. Voluntary Contributions. Commencing upon the opening date of the ME (either the manufacturing facility or retail facility) Patient Centric intends to make annual voluntary contributions of no less than \$5,000 to an Island wide charitable, non-profit and community assistance organizations, subject to such organizations willingness to accept such funds. The Town shall approve in writing the non-profit recipient suggested by Patient Centric as recipients of these funds. In addition to the foregoing annual voluntary contributions to Island wide non-profit and community assistance organizations, and commencing upon the opening date of the ME (either the manufacturing facility or retail facility), Patient Centric intends to donate \$2,500 per year to a non-profit entity specializing in education on adult marijuana use for the purposes of marijuana education and prevention programs to promote safe, legal, and responsible use. The education programs shall be held on Martha's Vineyard. Prior to the selection of a non-profit entity program for this purpose, Patient Centric will review its intentions with the Town, acting through its Town Administrator, to ensure that the proposed programming is consistent with community needs and shall obtain written approval from the Town approving the non-profit to receive the donation and hold the educational programming on Martha's Vineyard. The foregoing Annual Donations (\$5,000 to an Island wide charitable, non-profit and community organization and \$2,500 for educational programming) shall not be considered part of the Community Impact Fee set forth in paragraph 2 herein and may be made annually beginning on the first anniversary following commencement of operations of any part of the Premises.

5. Termination. The term of this Agreement shall commence on the Execution Date. Upon the occurrence of any of the following, this Agreement shall be terminated pursuant to the provisions contained herein.

a. This Agreement shall terminate immediately if CCC revokes or fails to renew for any reason Patient Centric's FCR to operate the ME in the Town.

b. The Town may terminate this Agreement with cause by providing written notice to Patient Centric in the event that: (i) Patient Centric purposefully or with willful or gross negligence violated any laws of the Town or the Commonwealth with respect to the operation of the ME, and such violation remains uncured for 90 days following Patient Centric's receipt of notice of such violation; (ii) Patient Centric fails to make payments to the Town as required under this Agreement, and such failure remains uncured for 90 days following Patient Centric's receipt of notice of such violation; or (iii) any other material breach of the Agreement by Patient Centric, which material breach remains uncured for 90 days following Patient Centric's receipt of notice of such violation

c. This Agreement shall terminate immediately if Patient Centric ceases to operate the ME in the Town.

In the case of any termination of this Agreement, an adjustment of funds due to the Town hereunder shall be calculated based upon the period of occupation of the ME in the Town, but in no event shall the Town be responsible for the return of any funds already provided to it by Patient Centric.

6. Diversion Plan. Patient Centric will comply with regulations as per 935 CMR 500.000. In cooperation with and to the extent requested by the Town's Police Department, and consistent with the Regulations, Patient Centric shall work with the Town's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, a form of which plan is to be in place prior to the commencement of operation of any aspect of the ME by Patient Centric. Such plan shall include, but is not limited to, (i) training ME employees to be aware of, observe, and report any unusual behavior in visitors or other ME employees that may indicate the potential for diversion; (ii) strictly adhering to certification amounts and time periods (per the CCC Regulations and Guidelines) and adult use purchase limits as applicable; (iii) rigorous customer identification and verification procedure; (iv) utilizing seed-to-sale tracking software to closely track all inventory at the ME; and (v) refusing to complete a transaction if the customer appears to be under the influence of drugs or alcohol.

7. Security. Patient Centric shall comply with regulations as per the CCC's security regulations set forth in 935 CMR 500.110. To the extent requested by the Town's Police Department, Patient Centric shall consult with the Town's Police Department regarding the placement of interior and exterior security cameras at all locations of the ME (including both the manufacturing facility and the retail facility), at Patient Centric's sole expense. Patient Centric shall maintain a cooperative relationship with the Police Department, including but not limited to periodic meetings to review operational concerns, security, cooperation in investigations, and communication to the Police Department of any suspicious activities on or in the immediate vicinities of the ME and with regard to any anti-diversion procedures. Patient Centric agrees that a key and lock system shall not be the sole means of controlling access to the ME. Patient Centric agrees to implement a method such as a keypad, electronic access card, or other similar method for controlling access to areas in which marijuana or marijuana products are kept in compliance with 935 CMR 500.110.

8. On-site Consumption. The consumption of marijuana on site of the ME operated by Patient Centric shall be prohibited at all times.

9. Local Boards. 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 of the ME to operate in the Town, or to refrain from enforcement action against Patient Centric and/or its ME facilities for violation of the terms of said permits and approvals or said statutes, Bylaws and regulations. Patient Centric agrees not to assert or seek exemption as an agricultural use under the provisions of G.L. c. 40A, §3 from the requirements of the Town's Zoning By-laws

10. Hours of Operation. In no event shall any of the ME facilities open and/or operate earlier than 9 a.m. and in no event shall any of the ME facilities close and/or operate later than 7 p.m., except, however, during Daylight Savings Time, the ME facilities may stay open and/or operate until 8 p.m.

11. Notice. Any and all notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be deemed to be received by the intended recipient (a) when delivered personally, (b) by the day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) five (5) days after mailing by certified mail, postage prepaid with return receipt requested. Notice to Patient Centric shall be delivered to the following address: Geoffrey Rose, President, 90 Dr. Fisher Road, PO Box 1323, West Tisbury, MA 02575, with copy to Vicente Sederberg LLP, 2 Seaport lane, Boston, MA 02210 Attn: Philip C. Silverman. Notice to the Town shall be delivered to the following address: Town Administrator, 1059 State Road, PO Box 278, West Tisbury, MA 02575, with copy to Reynolds, Rappaport, Kaplan & Hackney, LLC, PO Box 2540, Edgartown, MA 02539; Attn: Isabelle Lew.

12. Amendments. This Agreement may only be amended by a written document duly executed by both Parties.

13. Adult Use Marijuana Sales. The Parties acknowledge and agree that this Agreement is solely intended to govern the sale of adult use marijuana and that this Agreement does not authorize or govern the sale of marijuana for medical use.

14. Entire Agreement. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Town and Patient Centric with respect to the matters described herein. 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. Can the financial terms be reviewed after 2 years?

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

16. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

17. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third party.

18. Binding Effect. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. Neither the Town nor Patient Centric shall assign, sublet or otherwise transfer any interest in the Agreement without the written consent of the other party. Patient Centric 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 of the Town, 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.

The above notwithstanding, the Town's consent shall not be required for the assignment of Patient Centric's rights and obligations under this Agreement to Patient Centric of Martha's Vineyard LLC so long as Patient Centric of Martha's Vineyard LLC consists of the same ownership and control at the time of transfer and thereafter and the Town is given written notice at the time of such assignment together with evidence satisfactory to the Town of such ownership and control.

19. Counterparts; Signatures. This Agreement may be signed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement. The Parties hereto and all third parties may rely upon copies of signatures to this Agreement to the same extent as manually signed original signatures.

20. Indemnification. Patient Centric agrees to indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs and expenses, including attorney's fees, arising from and or relating to the development of the Premises and or the operation of the ME.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURES FOLLOW]

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


TOWN OF WEST TISBURY

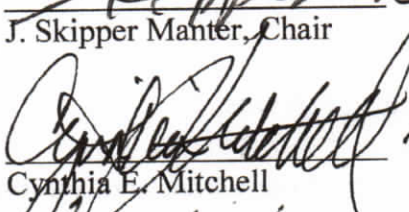
PATIENT CENTRIC MARTHA'S  
VINEYARD, LTD.

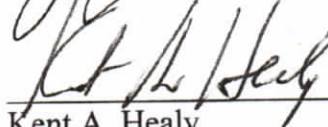
By: Its Board of Selectmen

By: Its President

Skinner 10-23-19  
J. Skipper Manter, Chair

  
Geoffrey Rose

 10/23/19  
Cynthia E. Mitchell

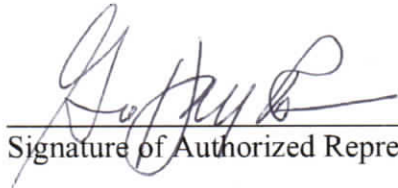
  
Kent A. Healy

## Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

### Applicant

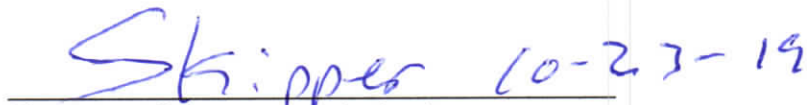
I, Geoffrey Rose, (insert name) certify as an authorized representative of Robert Centre of Martha's Vineyard, LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of West Tisbury (insert name of host community) pursuant to G.L.c. 94G § 3(d) on October 23, 2019 (insert date).



Signature of Authorized Representative of Applicant

### Host Community

I, J. Skipper Marter, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for West Tisbury (insert name of host community) to certify that the applicant and West Tisbury (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on October 23, 2019 (insert date).

  
Signature of Contracting Authority or  
Authorized Representative of Host Community

**Exhibit B: Special Permit Exhibit**

**COPY**

**THE COMMONWEALTH OF MASSACHUSETTS**

**TOWN OF WEST TISBURY**  
**ZONING BOARD OF APPEALS**

**DECISION OF THE BOARD OF APPEALS ON THE PETITION OF Patient Centric of Martha's Vineyard c/o Geoffrey Rose. Filed with the West Tisbury Town Clerk on October 12, 2017, Special Permit 2017-19.**

**Applicant:** Patient Centric of Martha's Vineyard, P.O. Box 1323, West Tisbury, MA 02575, leasee, of a portion of a building on property described below.

**Property Owner:** G. S. McArthur & V.E. Thurber Trustees, 510 Nominee Trust, whose title to the property is recorded at the Dukes County Registry of Deeds and described in Book 1294 Page 754, dated October 15, 2012. A dis portion of said property to be leased to Patient Centric of Martha's Vineyard for a Medical Marijuana Dispensary.

**Agent:** Geoffrey Rose, P.O. Box 1323, West Tisbury, MA 02575.

**Locus:** 510 State Road, West Tisbury, Map 16 Lot 101, MB District, 0.405 +/- acres.

**Plans:** 1) Floor plans detailing the Patient Centric of Martha's Vineyard dispensary.  
2) Sketch plan of the property, including landscape plan. All plans on file at the Zoning Board of Appeals Office.

**Notice:** Certified abutters list mailed on September 13, 2017, and advertised in the Martha's Vineyard Times on September 14 and September 21, 2017.

**Hearing & Request:**

The hearing opened September 28, 2017: on an application for a special permit from Patient Centric of Martha's Vineyard c/o Geoffrey Rose to operate a Registered Marijuana Dispensary (RMD), under West Tisbury Zoning Bylaw 3.1-1 (Use Table).

**Requirement:** Section 3.1-1 (use table- business use); Registered Marijuana Dispensary (RMD).

**Present:** Nancy Cole, Tony Higgins, Larry Schubert, Julius Lowe, Toni Cohen, Roger Hubbell and Robert Schwier.

**Absent:**

**Decision:** On September 28, 2017, the Zoning Board of Appeals voted to GRANT with CONDITIONS a special permit to operate a Medical Marijuana Dispensary allowed under 3.1-1 and 9.2-2 of the West Tisbury Zoning Bylaws.

**Vote for:** Nancy Cole, Tony Higgins, Larry Schubert, Julius Lowe and Toni Cohen.

**Vote Against:**

**Findings:**

- 1) A medical marijuana dispensary operations/business are allowed in the Mixed Business District under 3.1-1 of the West Tisbury Zoning Bylaws (enacted in November 5, 2013). **(Definition: A facility for the cultivation, production, processing, assembling, packaging, retail or wholesale, trade, distribution or dispensing of Marijuana for Medical Use, whether located inside a structure or building or not).** As stated in the West Tisbury Zoning Bylaws.

- 2) On August 17, 2017, special permit 2017-03 was granted to Patient Centric of Martha's Vineyard to operate a **Registered Medical Marijuana Cultivation** operation/business at 90 Dr. Fisher Road, West Tisbury, located in the Light Industrial District.
- 3) Patient Centric of Martha's Vineyard is licensed and regulated by the Department of Public Health.
- 4) The leased property is a non-conforming, pre-existing lot located in the mixed business district; the front of the building (a total of 705 sq. ft.) designed for retail space, where the dispensary will be located. The rear and second floor of the structure is a private residence.
- 5) The dispensary will operate on an appointment only basis, with a maximum of seven patients per hour. Home delivery will be provided to authorized patients with a medical marijuana card and proper photo identification.
- 6) The applicant estimates approximately four hundred patients at the end of a three year period. Total number of employees will be 2.5 at the end of the same three year period.
- 7) Hours of Operation: Monday thru Friday 9:00 am to 6:00 pm and Saturday 10:00 am to 5:00 pm, closed on Sundays.
- 8) There will be a total of seven parking spaces, four for patients (including a handicap space), and three for employees. The dispensary/retail is ADA compliant.
- 9) Once a day delivery of products from the cultivation center to the dispensary location will take place, including the possible removal of marijuana/ infused products back to the cultivation facility. All marijuana/infused products will be returned to a secure, locked and designated area. (see plan).
- 10) The application was considered under the review criteria of Section 9.2-2 of the West Tisbury Zoning Bylaws. The Zoning Board found that the proposed use is in harmony with the general purpose and intent of this bylaw as the use is consistent with other uses in the Mixed Business District, and is consistent with the West Tisbury Master Plan.
- 11) The applicant complies with all lighting requirements under WTZBL 8.6-2.
- 12) The security system will meet all the requirements of the Department of Public Health regulations.
- 13) Landscaping of the property will meet all state requirements as outlined through the DPH.

### Conditions:

- 1) This special permit for the business use as an RMD is for the applicant's use only. Any transfer of state licensing for the RMD or the lease of the commercial space to another entity for the use as an RMD must return to the ZBA with a new application. The special permit pertains to the dispensing of **Medical Marijuana only**.
- 2) The dispensary will operate by appointment only, with no more than seven patients per hour. Hours: Monday thru Friday 9:00 am to 6:00 pm and Saturday 10:00 am. to 5:00 pm, closed Sunday.
- 3) The applicant will post signage stating no loitering in the parking area and to respect the neighbors as this is a mixed business area which includes residential properties. The applicant will comply with all local and state "no smoking requirement" within the parking area and the perimeter of the dispensary business.

**The applicant will obtain all other permits or authorization required by the Town of West Tisbury before proceeding with any work.**

### **NO VARIANCE OR A SPECIAL PERMIT SHALL TAKE EFFECT UNTIL:**

1. A period of twenty days has elapsed from the date of the filing of the Board's written Decision with the **Town Clerk**, and the applicant has received a copy of the Decision bearing the certification of the Town Clerk that a period of twenty days has elapsed from the filing of the Decision and that no appeal has been filed, or the appeal has been denied or dismissed. The **Certified Decision** is recorded at the Dukes County Registry of Deeds and the recording fee has been paid at the Dukes County Registry of Deeds. **Only Original Documents will be accepted at the Registry.**
2. The Certified Decision is recorded at the Dukes County Registry of Deeds and the recording fee has been paid at the Dukes County Registry of Deeds. **Only Original Documents will be accepted at the Registry.**

Case: 2017-19  
Date: 9/28/17  
Map & Lot: 16-101

WEST TISBURY ZONING BOARD OF APPEALS  
RECORD OF VOTE

The following members of the Zoning Board of Appeals vote to grant a Special Permit subject to the above stated terms:

<u>Ganey W.C.</u>	<u>Toni Cob</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>_____</u>

The following members of the Zoning Board of Appeals are in opposition to the grant of the Special Permit:

<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>

3. A receipt for the recording stamped by the Dukes County Registry of Deeds has been returned to the **Building & Zoning Inspector of West Tisbury** or to the office of the **West Tisbury Board of Appeals** who will turn over the receipt to the Building and Zoning Inspector.
4. The applicants may proceed with applying to the appropriate Town of West Tisbury Officers and Boards for any other development permits which may be required by law.

Any person aggrieved by the Decision of the West Tisbury Board of Appeals may appeal to Superior Court and must notify the Town Clerk of the action and submit a copy of the complaint within twenty days after the decision has been filed in the office of the Town Clerk.

A Special Permit shall lapse in 2 years if not utilized. A Variance shall lapse in one year if not utilized.

The Building and Zoning Inspector may approve at his discretion, minor changes that come up during the building process. All major changes to the plans or significant material changes must be approved by the Zoning Board of Appeals. Please consult with the Inspector regarding any change. Failure to do so may nullify your permit and may require removal of the unapproved construction.

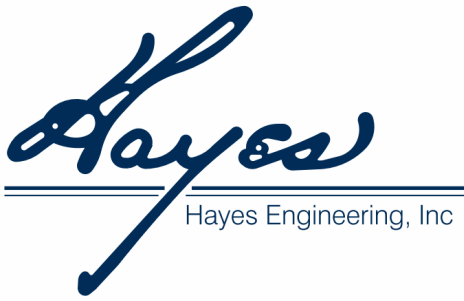
Filed with the West Tisbury Town Clerk on October 12, 2017.

*Tara J. Kelly* Oct 12 2017

I certify that no appeal has been made \_\_\_\_\_



**Exhibit C: Traffic Impact Statement**



603 Salem Street  
Wakefield, MA 01880  
Tel: (781) 246-2800  
Fax: (781) 246-7596

## Traffic Impact Statement

Nantucket, MA 02554  
Tel: (508) 228-7909

Refer to File No. TIS-0003

**TO:** Town of West Tisbury Zoning Board of Appeals

**FROM:** Tony Capachietti, *Project Manager*

**DATE:** December 15, 2019

**SUBJECT:** Patient Centric of Martha's Vineyard  
Proposed Marijuana Dispensary  
510 State Road  
West Tisbury, MA

---

Hayes Engineering, Inc. (HEI) has prepared this Traffic Impact Statement in support of the proposed marijuana dispensary at 510 State Road, pursuant to the request of the Project Proponent, Patient Centric of Martha's Vineyard (PCMV). The purpose of this Impact Statement is to evaluate the anticipated Average Daily and Peak Hour trip generation for the facility operating as a marijuana dispensary. The proposed dispensary will occupy approximately 1,410± sf. of floor area on the first floor.

### Trip Generation

Average Daily Vehicle Trips and Peak Hour Trips for the project are calculated using data published by the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10<sup>th</sup> Edition, unless otherwise specified.

The proposed RMD use classified as Institute of Transportation Engineers (ITE) Land Use Code (LUC) 882, Marijuana Dispensary, defined in the ITE Trip Generation Manual, 10<sup>th</sup> Edition as being:

*"... a standalone facility where cannabis is sold to patients or consumers in a legal manner."*

Trip Generation rates for the proposed 6,173± -sf. dispensary use is summarized in Table 2, below. It should be noted that the ITE cautions the use of its Marijuana Dispensary data, as it was derived from studying only four (4) dispensaries in Colorado and Oregon. Trip generation estimates for this project were interpolated using the average rate for the most-similar establishment by size in the ITE study data set.



**Traffic Impact Statement**  
 510 State Road  
 Vineyard Haven, MA  
 December 15, 2019

**TABLE 1**

Trip Generation, 882 – *Marijuana Dispensary*

<u>Time Period</u>	<u>LUC 882 – Marijuana Dispensary Average Trip Ends per 1,000 sf. GFA<sup>(2)</sup></u>	<u>LUC 882 – Marijuana Dispensary Vehicle Trip Ends<sup>(1)</sup></u>
Weekday Daily	252.70	356
Weekday AM Peak Hour	20.88	29
Weekday PM Peak Hour	29.93	42
Saturday Daily	259.31	366
Saturday Peak Hour	36.43	51

<sup>(1)</sup> Based on 1,410± -sf.of floor area

It is our opinion that this early data obtained by ITE is representative of additional trip generation due to curiosity and the scarcity of the use. This is evidenced by actual data obtained by monitoring existing and operational dispensaries in the Commonwealth. One of the most recent dispensaries to open in Lynn, Massachusetts processed 282 individual transactions on its opening day of Saturday, October 26, 2019. The facility is 4,631-sf. with a corresponding Saturday (daily) trip generation rate of 121.79 trip ends per 1,000-sf. of floor area. This observed rate is less than half the ITE projected rate. This same dispensary processed 270 individual transactions on Monday, October 28, 2019 with a corresponding weekday (daily) trip generation rate of 116.61 trip ends per 1,000-sf. of floor area. This observed rate is again less than half of the ITE projected rate. Table 2, below, estimates projected trip ends for the proposed PCMV facility using these observed rates:

**TABLE 2**

Trip Generation: *Observed Data, Lynn, MA*

<u>Time Period</u>	<u>Observed Trip Ends per 1,000 sf. GFA</u>	<u>Project Vehicle Trip Ends<sup>(1)</sup></u>
Weekday Daily	116.61	164
Saturday Daily	121.79	172

<sup>(1)</sup> Based on 1,410± -sf.of floor area

**Off Street Parking:**

The proposed facility is served by 23 off street parking spaces. There will be five (5) spaces dedicated to employee parking with the remaining 18 spaces available for customers. Four (4) of these 18 spaces will be reserved for medical customers. The retail parking requirement for the facility under the zoning regulations is one space per 150 sf. of floor area, or 9 spaces.

Parking for the facility should accommodate the worst-case peak hour demand of 51 vehicle trip ends (26 vehicles) on Saturdays. Typical transaction time at the dispensary is anticipated to be



### **Traffic Impact Statement**

510 State Road  
Vineyard Haven, MA  
December 15, 2019

between 10 and 15 minutes per customer. The turnover rate is between 4 and 6 times per hour. The 18 customer spaces, based on this turnover rate, can accommodate between 72 and 108 vehicles in the peak hour.

**Exhibit D: Opening Day Plan**

## Opening Day Plan

Patient Centric of Martha's Vineyard, Ltd. ("PCMV") shares the Town of West Tisbury'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 PCMV to operate harmoniously within the larger West Tisbury community. PCMV anticipates opening for business with the hours 9:00 AM-7:00 PM, Monday-Sunday (EST) and 9:00 AM-8:00 PM (DST).

### **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 PCMV, the West Tisbury Police Department, and the Town of West Tisbury.
7. Establish open lines of communication with abutters and nearby residents and local businesses.

### **II. Site Plan and Parking**

#### **1. Use of Parking Spaces**

PCMV has access to 23 exclusive spaces on site. Five spaces will be designated for employees. Four spaces will be designated for medical use.

#### **2. Suitability of Parking Spaces**

The company proposes to designate 14 parking spaces as adult-use spaces during business hours. Because the average adult-use retail transaction takes no longer than 15 minutes from entry to departure, each space can accommodate 4 customers per hour and these allotted spaces will actually provide parking for 56 customers per hour. As PCMV anticipates that at its peak hour, 26 vehicles will seek to utilize the dispensary parking lot, the proposal provides substantially more parking (56 spaces) than required (26 spaces).

#### **3. Parking Lot Management**

For at least the first months of operation and as long is deemed necessary by PCMV, the Tisbury Police Department, and Town officials, PCMV will seek to employ police details in areas designated by the Police Department to control and direct traffic in front of the proposed facility.

For at least the first three (3) months of operation, the first summer season, and as long is deemed necessary by PCMV and Town officials, PCMV 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.

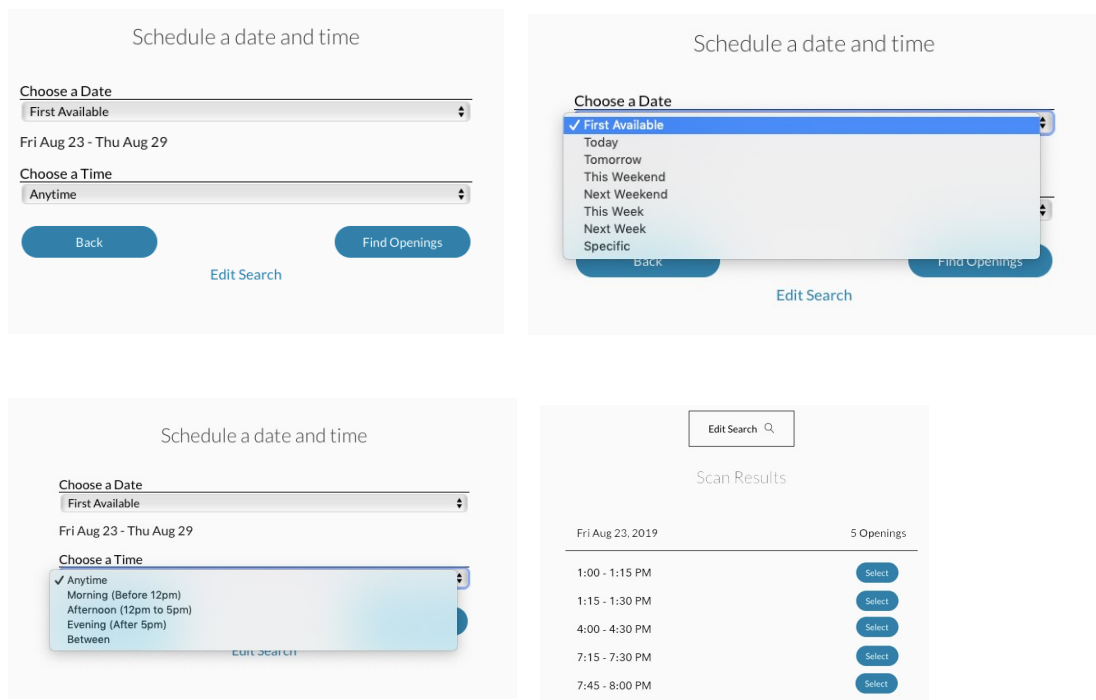
### III. Interior Facility Capacity and Management

#### 1. Soft Opening Period

Should the Town desire it, PCMV will conduct a soft opening for the fledgling weeks of operation by only offering facility access to customers that have made an online appointment via PCMV’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.

PCMV 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, PCMV will request monthly follow up meetings.

To book appointments online, customers will create an account on PCMV’s website. They will then be able to schedule specific appointments as outlined on the following page.



PCMV will also accept appointments via telephone.

#### 2. Floor Plan Capacity

PCMV’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.

### **3. Queuing**

PCMV will not allow physical queuing on the exterior of the facility. For adult use customers, PCMV will employ a customer waiting system similar to what is used in restaurants. This system will be activated whenever PCMV is within five (5) customers of reaching capacity. PCMV anticipates utilizing an online queuing system such as Qminder to monitor the number of customers in the facility and customers awaiting service, which works utilizing the following protocol:

- a. Entry and exit attendees maintain constant facility counts utilizing cloud- based tally systems to have an accurate accounting of capacity limits at all times;
- b. When the facility is within five (5) customers of hitting capacity, PCMV will begin utilizing the exterior queuing system.
- c. When seeking entry, the attendant will notify the customer that they are on the wait list and asked to wait in their vehicle. Customers will be offered an anticipated wait time and notified via cell phone or buzzer when they may enter the facility. Customers who indicate that they walked or biked will be asked to wait inside the facility.

PCMV intends to utilize the above-noted queuing system as a part of its normal course of operations beyond the opening day plan.

### **4. Customer Flow**

#### *Entry Vestibule:*

In accordance with 935 CMR 500.140(3), access to PCMV's facility is limited to individuals 21 years of age and older or patients and caregivers age 18 or older with an active Medical Use of Marijuana Program card. Customers will be required to ring an exterior video doorbell to gain access into the premises. Individuals will be required to show proof of identification into the video doorbell to gain entry. When the door is opened, an attendant will immediately register their entry into a digital tally system.

Upon a customer's entry into the lobby, they will be required to provide proof of identification that is scanned via a card reader to confirm the form of identification is valid. An individual will

not be admitted to the sales floor unless the staff member has verified that the individual is an appropriate age to enter the facility.

#### *Retail Floor:*

Once inside the retail area, adult use customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of a PCMV agent. A PCMV agent will remain permanently stationed at the queue to assist in directing them, as desired, directly to a point of sale terminal or to the dispensary floor for a personalized discussion with an agent.



Upon checkout, customers will be required to confirm their identities and age a second time. Checkout also activates the seed-to-sale tracking system that is compliant with 935 CMR 500.105(8).

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.

#### **IV. Dissemination of Traffic and Parking Information**

PCMV will be sure to include clearly marked information about appointment-only periods, traffic and parking for its West Tisbury facility on its website and social media channels. Although PCMV does not anticipate conducting any outbound media activities, it will include 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. PCMV will provide the information to the Town of West Tisbury and the Police Department to post or share at its discretion.

Prior to opening, PCMV 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 PCMV's management team about system inefficiencies.

#### **V. Plan Evaluation**

PCMV respectfully requests the opportunity to meet with representatives from the Town of West Tisbury and the West Tisbury 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 PCMV, the Town of West Tisbury, 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, PCMV 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.