

## MEMORANDUM OF UNDERSTANDING

WHEREAS, Patient Centric of Martha's Vineyard, Ltd. ("PCMV") intends to operate a co-located medical marijuana dispensary and adult-use marijuana retail establishment at 510 State Road, West Tisbury, Massachusetts in accordance with MGL ch. 94G and 935 CMR 500.000 and 502.; and

WHEREAS, PCMV has appeared before the Martha's Vineyard Commission ("MVC") and the Town of West Tisbury (the "Town") in the course of seeking permits and approvals to operate its business; and

WHEREAS, the parties seek to establish and implement guidelines and processes to allow PCMV to operate its business while ensuring an efficient and orderly operation which minimizes traffic and other impacts on the surrounding community; and

WHEREAS, the parties intend that this agreement allow both MVC and the Town local control over PCMV's establishment consistent with MGL ch. 94G Section 3 and provide the basis for enforcement of the provisions set forth herein;

NOW THEREFORE, the parties hereto agree as follows:

1. PCMV will commence operations and continue same for the period as set forth herein whereby both adult-use and medical customers will be allowed to utilize its facility on an appointment-only basis. Such customers will be able to schedule appointments through, among other means, a designated telephone booking number, and online appointment portal on PCMV's website or by pre-scheduling a customer's next appointment while on site. Upon confirmation of their appointment, a customer will receive an email from PCMV confirming their appointment date and time, providing a link to modify their reservation, and providing information about parking, public transit accessibility, and cyclist parking.
  2. Appointments will be scheduled in 15-minute intervals. PCMV will commence operations by scheduling five appointments per fifteen minutes, or 20 appointments per hour.
  3. Future Modifications to Appointment-Only Practices.
    - a. Each time PCMV seeks to increase the number of appointments accepted within its facility to allow for an additional customer per one (1) hour increment, it shall request same in writing from a designated official from the Town of West Tisbury ("Town Designee") and provide notice of the request to abutters within 300 feet of the facility at least 21 days prior to the proposed increase. The Town Designee will determine whether to approve or deny the request in writing within 14 days following the request. Should the Town Designee decline PCMV's request, PCMV may appeal the decision to the Town's Zoning Board of Appeals ("ZBA"). Should the Town Designee approve the request, abutters may appeal the approval to the ZBA.
    - b. The ZBA will reserve the right to decrease the number of appointments per 15-minute increments during appointment-only operations upon appropriate evidence
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of the need for same or provide for seasonal schedules as to the number of allowable appointments.

- c. Should PCMV seek to remove appointment-only operations altogether, it must provide notice of its intention to abutters within 300 feet of the facility at least 21 days prior to the proposed increase and first obtain the approval of the ZBA. In the event that the ZBA allows for the removal of appointment-only operations altogether, it reserves the right to re-implement appointment-only operations upon appropriate evidence of the need for same.
  4. PCMV will appear before MVC on or after April 1 of each year, as scheduled by MVC, to review the status of operations at the facility, and MVC reserves the right to review and re-set any provisions for operation as to the number of appointments per one (1) hour increment and appointment-only operation or otherwise.
  5. **Term.** This Agreement shall remain in effect for the duration of PCMV's operation of its business within the Town.
  6. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflicts of law thereof. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.
  7. **Validity.** Company agrees it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement.
  8. **Amendments/Waiver.** Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment.
  9. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both Parties would be substantially or materially prejudiced.
  10. **Successors/Assigns.** This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives.
  11. **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
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modified or amended except by a written document executed by the Parties hereto. Notwithstanding the foregoing, PCMV acknowledges that it is bound separately by the terms and conditions of the Host Community Agreement and special permits granted by Town and other conditions imposed by MVC as a part of its approval process.

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

To the Town:

Town of West Tisbury  
1059 State Road  
PO Box 2787  
West Tisbury, MA 02575

To the Company:

Patient Centric of Martha's Vineyard  
510 State Road  
P.O. Box 1323  
West Tisbury, MA 02575

With a copy to:

Philip C. Silverman, Esq.  
Vicente Sederberg LLP  
2 Seaport Lane, 11<sup>th</sup> Floor  
Boston, MA 02210

To: MVC:

Martha's Vineyard Commission  
33 New York Ave  
Oak Bluffs, MA 02557  
Attn: Adam Turner

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, or (c) upon the date personal delivery is made.

**\* \* \* SIGNATURE PAGE FOLLOWS \* \* \***

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Memorandum of Understanding on the \_\_\_\_\_ day of July, 2020.

Town of West Tisbury

Patient Centric of Martha's Vineyard, Ltd.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Its:

Martha's Vineyard Commission

By: \_\_\_\_\_

Its: