

# Town of Colchester, CT

127 Norwich Avenue, Colchester, Connecticut 06415

PLANNING & ZONING COMMISSION

Wednesday, November 2, 2022

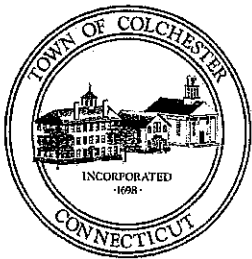
7:00 pm – Town Hall, Room 1

Regular Meeting

## AGENDA

1. Call to Order
2. Additions or Deletions to the Agenda
3. Minutes of Previous Meeting
  - a. October 19, 2022
4. Public Hearings
  - a. CMMD, LLC – Regulation Amendment 2022-011, adding large scale technology to the LSIA Floating Zone
  - b. Town of Colchester – Regulation Amendment 2022-014, adopting adult-use cannabis regulations
5. Five Minute Session for the Public
6. Pending Applications
  - a. Niantic Bay Group LLC – Wall St near “O Rutka Ln” – Special Permit (2022-007)
  - b. Brian & H. Jean Smith – 12 & 24 Broadway St – Site Plan 2022-013 to construct banquet hall.
7. New Applications
8. Preliminary Reviews
  - a. HWY 95, LLC – Special Permit, adult-use cannabis retail in Westchester Village district
9. Old Business
10. New Business
  - a. Gano’s Power Equipment, 120 Linwood Ave – 2022-012 Site Plan Modification
  - b. CMMD LLC – 2022-011 Regulation Amendment
  - c. Town of Colchester – 2022-014 Regulation Amendment
11. Planning Issues and Discussions
12. Correspondence
13. Adjournment

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2022 OCT 28 PM 2:51  
*Gayle Furman*  
GAYLE FURMAN  
TOWN CLERK



# Town of Colchester, CT

127 Norwich Avenue, Colchester, Connecticut 06415

PLANNING & ZONING COMMISSION

Wednesday, October 19, 2022

7:00 pm – Town Hall, Room 2

Regular Meeting

## MINUTES

**Members Present:** Chairman J. Mathieu, B. Hayn, S. Smith, M. Noniewicz, M. Kehoegreen, S. Nadeau, Vice Chair J. Novak

**Also Present:** A. Lago, ZEO, S. Kilgus, Land Use Assistant, and applicants

1. Call to Order – Chairman Mathieu called the meeting to order at 7:00 pm
2. Additions or Deletions to the Agenda – None
3. Minutes of Previous Meeting
  - a. October 4, 2022 – Motion by M. Noniewicz to approve the minutes of October 4, 2022 as written. 2<sup>nd</sup> by B. Hayn. Motion carried with J. Novak and S. Nadeau abstaining.
4. Public Hearings - None
5. Five Minute Session for the Public – None
6. Pending Applications
  - a. Niantic Bay Group LLC – Wall St near “O Rutka Ln” – Special Permit (2022-007) – Chairman Mathieu spoke with town counsel and was advised it would be best to table this item until the attorneys have an opportunity to review the case and do some research on the issue of ownership of the parcel. Motion by M. Noniewicz to postpone action until the next meeting. 2<sup>nd</sup> by J. Novak. Motion carried with M. Kehoegreen dissenting.
7. New Applications
  - a. Brian & H. Jean Smith – 12 & 24 Broadway St – Site Plan 2022-013 to construct banquet hall.

\*Motion by M. Noniewicz to move agenda item # 10b to #8. 2<sup>nd</sup> by B. Hayn. Vote was unanimous, motion carried.
8. Preliminary Reviews – Andrew McCoy with Heller, Heller & McCoy spoke on behalf of the applicant CMMD, LLC. Chairman Mathieu requested a small change to what the applicant presented for the regulation amendment to add benefits of a data center use to Section 8.9.A, #2. References to medical marijuana would also be removed from the LSIA floating zone regulations. Public Hearing will be held on November 2<sup>nd</sup> during the next regular meeting.
9. Old Business
  - a. Discussion on final draft of cannabis regulations to send to public hearing. – Members discussed the final draft of the regulations and made some edits. The public hearing will be held on November 2<sup>nd</sup>.

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**10. New Business**

- a. Gano's Power Equipment, 120 Linwood Ave – 2022-012 Site Plan Modification – Members discussed the application proposing that they do not install sidewalks as their previous site plan approval stated. Members agreed in their desire to keep the sidewalk requirement and suggested the applicants engineer speak with the Town's engineer to come up with an alternative.
- b. CMMD LLC – 2022-011 Regulation Amendment, possible discussion. Move to public hearing. – Moved to #8.

**11. Planning Issues and Discussions**

- a. Approve 2023 Meeting Calendar – Motion by B. Hayn to approve the calendar. 2<sup>nd</sup> by M. Kehogreen. Vote was unanimous, motion carried.

**12. Correspondence – None**

- 13. Adjournment – Motion by M. Noniewicz to adjourn. 2<sup>nd</sup> by B. Hayn. Vote was unanimous, meeting adjourned at 8:10 pm.**

Respectfully submitted by: S. Kilgus, Land Use Assistant

**TOWN OF COLCHESTER  
LEGAL NOTICE**

The Planning and Zoning Commission will hold a public hearing on November 2, 2022, at 7:00 P.M. to hear and consider the following petitions:

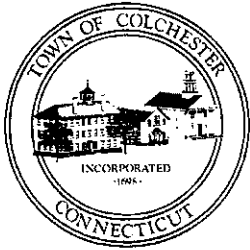
- 1. CMMD, LLC – Regulation Amendment (2022-011) to incorporate large scale technology uses into the Large Scale Agricultural Building Floating Zone in Section 8.9.A of the Town of Colchester Land Development Regulations.**
- 2. Town of Colchester – Regulation Amendment (2022-014) to adopt adult-use cannabis regulations in response to CT Public Act 21-1**

At this hearing, interested persons may be heard and written communications received. A copy of this petition is in the Planning Department and Town Clerk's Office, Town Hall, 127 Norwich Avenue, and may be inspected during regular business hours (8:30 a.m. – 4:30 p.m., Monday through Friday).

Planning and Zoning Commission  
Joseph Mathieu, Chair

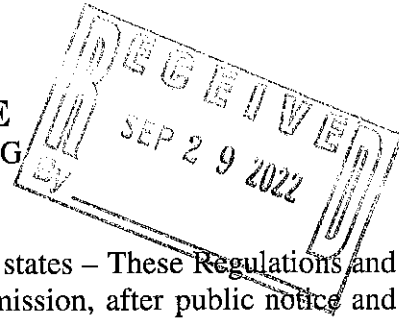
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2022 OCT 19 AM 11:21  
*Gayle Furman*  
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TOWN CLERK

APPLICATION NO. \_\_\_\_\_



**TOWN OF COLCHESTER, CONNECTICUT**

**APPLICATION FOR  
REGULATION CHANGE  
REQUIRES A PUBLIC HEARING**



**SECTION 19.1.** of The Town of Colchester Zoning Regulations states – These Regulations and the boundaries of zoning districts may be amended by the Commission, after public notice and hearing, in accordance with Section 8-3 of the General Statutes, as amended.

APPLICANT CMMD, LLC

(Please Print)

ADDRESS 123 Salem Road

Colchester, CT 06415 TELEPHONE (860) 543-9432

(City)

(State)

(Zip)

**PROPOSED REGULATION CHANGE INFORMATION**

ZONING REGULATIONS  NEW TEXT

SUBDIVISION REGULATIONS  AMENDMENT TO TEXT

PLAN OF DEVELOPMENT

REGULATION SECTION NUMBER or LOCATION Definition of Large Scale Agricultural Building and/or Technology Building in Section 20.4 to incorporate the definition of a large scale technology building and to modify Section 8.9.A of the Colchester Zoning Regulations to incorporate into the original Large Scale Agricultural Building Floating Zone provisions for large scale technology buildings as defined in the proposed amendment to Section 20.4.

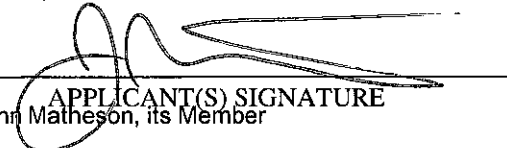
**RATIONALE FOR PROPOSED CHANGE – Please attach separate page**

Delineated in the text of the regulation submitted herewith.

**REGULATION TEXT – Please attach separate page - See Attached**

CMMD, LLC

By:

  
APPLICANT(S) SIGNATURE  
John Matheson, its Member

For Official Use:

APPLICATION SUBMITTED \_\_\_\_\_ ZPC FEE PAID \_\_\_\_\_

PUBLIC HEARING DATE \_\_\_\_\_

# **HELLER, HELLER & McCOY**

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*Harry B. Heller (hheller@hellermccoy.com)*

*William E. McCoy (bmccoy@hellermccoy.com)*

*Mary Gagne O'Donal (mgodonal@hellermccoy.com)*

*Andrew J. McCoy (amccoy@hellermccoy.com)*

Telephone: (860) 848-1248

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September 23, 2022

Town of Colchester Planning and Zoning  
Commission

Attn: Mr. Joseph Mathieu, Chairman  
127 Norwich Avenue  
Colchester, CT 06415



Re: Amendment of Large Scale Indoor Agricultural Zone Regulation to also incorporate large scale technology buildings

Dear Commissioners:

On behalf of our client, CMMD, LLC, we hereby submit an application for text amendment to the Town of Colchester Zoning Regulations (i) amending the definition Large Scale Agricultural Buildings to also include Large Scale Technology Buildings and (ii) adding a new Section 8.9.A to incorporate Large Scale Technology Buildings with the performance standards applicable thereto into the floating zone regulation originally crafted for large scale agricultural buildings. Submitted herewith and constituting the application to the Town of Colchester Planning and Zoning Commission for consideration are the following:

1. Original and nine (9) copies of the "Application for Regulation Change" submitted by CMMD, LLC to the Town of Colchester Planning and Zoning Commission.
2. Ten (10) copies of the proposed text amendment to authorize within the former LSIA Floating Zone, Large Scale Technology Buildings.
3. Authorization signed by CMMD, LLC authorizing the law firm of Heller, Heller & McCoy to represent its interests in all proceedings before the Town of Colchester Planning and Zoning Commission with respect to the text amendment application.
4. Our check in the amount of \$610.00 representing payment of the application fee calculated as follows:

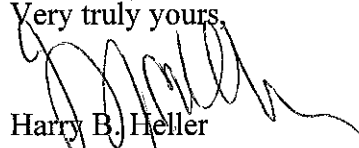
Town of Colchester Planning and Zoning Commission  
September 23, 2022  
Page 2 of 2

Base Administrative Fee	\$200.00
Public Hearing Fee	\$200.00
Zone or Regulation Change	\$150.00
State Fee	\$60.00

Request is hereby made that you place this matter on the agenda of the Town of Colchester Planning and Zoning Commission for its regularly scheduled meeting of October 19, 2022 for acceptance. We would further request that the Town of Colchester Planning and Zoning Commission schedule a public hearing on this text amendment application for the first available date thereafter.

Should you have any questions concerning this request, please feel free to contact the undersigned.

Very truly yours,



Harry B. Heller

HBH/rmb  
Enclosures

Add a new definition, alphabetically, in Section 20.4 of the Colchester Zoning Regulations as follows:

**Large Scale Agricultural Building and/or Technology**

**Building:** A building which exceeds 10,000 square feet in footprint but is not greater than 200,000 square feet in footprint, designed and utilized for either (i) intensive agriculture and agricultural related activities, including, but not limited to, the cultivation of crops, including, but not limited to, marijuana that may include: the processing and/or packaging of horticultural, non-animal products or by-products produced on the premises; related office space, research facilities directly related to the horticultural operations conducted at the facility and warehousing of product cultivated and processed on the premises or (ii) data processing and/or data storage facilities.

Modify Section 8.9.2 of the Colchester Zoning Regulations to include the following as the penultimate sentence in the definition of agriculture contained therein:

“Notwithstanding anything herein contained to the contrary, the cultivation of marijuana, including medical marijuana, is prohibited in the Town of Colchester in all zones other than the Large Scale Indoor Agricultural Zone.”

Modify Section 8.9.A of the Colchester Zoning Regulations which will be a floating zone designated as the “Large Scale Indoor Agricultural and/or Technology Zone” and which may be permitted by the Planning and Zoning Commission by approving a zone change and zoning map amendment in accordance with the parameters established in this Section 8.9.A of the Colchester Zoning Regulations; provided, however, that in the event that the development contemplated by the Master Plan submitted with the zone change and zoning text amendment application is not developed within five (5) years subsequent to the date of approval thereof, the zoning district classification of the parcel(s) shall revert to that zoning district classification of the underlying parcel(s) then in effect:

**8.9.A Large Scale Indoor Agricultural and/or Technology Zone.**

1. **General.** The Planning and Zoning Commission recognizes (i) the agricultural heritage of the Town of Colchester as enunciated in Section 8.9.1 of these Regulations as well as in Chapter 55 of the Colchester Ordinances adopted by the Town Meeting of the Town of Colchester on October 15, 2009 and (ii) the need for and opportunity to develop large scale data processing and data storage facilities to satisfy the demands of a rapidly expanding electronic data environment. The Planning and Zoning Commission further recognizes that both (i) agricultural methodologies and techniques are evolving with the science of horticulture and that the provision of sustainable agriculture can best be accommodated by adopting



regulations which allow agricultural venturers to utilize state of the art technology in fostering horticultural development and (ii) that the methodologies being developed for the communication and storage of electronic data require large scale data processing and data storage facilities. The Planning and Zoning Commission desires to create a legislative framework which will allow large scale agricultural development in a controlled environment located entirely within buildings designed to utilize best available technology and methodologies for crop growth and processing and which will accommodate large scale data processing and data storage facilities, each in an attempt to (a) support the economic development of the Town of Colchester and (b) provide needed agricultural and technological facilities to meet the demand of an evolving economy. This Section 8.9.A of the Town of Colchester Zoning Regulations is designed to provide a legislative framework, with stringent controls, which will allow the Planning and Zoning Commission to ensure that both large scale agricultural uses located entirely within Large Scale Agricultural Buildings and large scale data processing and data storage facilities can be developed within the Town of Colchester in harmony with surrounding uses, both existing and contemplated, giving due consideration to the unique characteristics and location of the property which is proposed for rezoning.

2. **Intent.** The Large Scale Indoor Agricultural and Technology Zone ("LSIATT") will be a floating zone governed by a Master Plan, in accordance with this Section 8.9.A of these Regulations. The Master Plan will be subject to review and approval by the Planning and Zoning Commission as a zone change and zoning text amendment, in conjunction with a contemporaneous zoning map amendment to LSIAT, but subject to a public hearing and all other applicable procedural terms and conditions of these Regulations. Except as provided in Section 8.9.A hereof, the LSIAT will supersede all pre-existing zoning, and any development of the zoned property owned and/or controlled by the Applicant, will be subject to the specific requirements for the LSIAT set forth herein and as delineated in the approved Master Plan.
- a. **Harmony and Mitigation of Impacts.** The LSIAT is designed to encourage both large scale indoor agricultural activities, including crop cultivation, specifically including the cultivation of marijuana products, and the processing of the same for sale and distribution in the marketplace and the development of large scale data processing and data storage facilities in locations in which such facilities may be sited without adverse impacts on residential properties and/or municipal infrastructure, based upon the parameters hereinafter set forth. The standards promulgated herein have been incorporated to minimize any adverse impacts that certain large-scale

agricultural buildings and associated activities and/or large scale technology facilities may have on the surrounding neighborhood with respect to public health, welfare and property values.

- b. **Expand Property Tax Base and Employment Opportunities.** Use the incentives of state of the art agricultural production methodologies and processing in a controlled environment and/or the development of data processing and/or data storage facilities to create an expanded tax base for the Town as well as employment opportunities for the residents of the Town and the surrounding municipalities.
- c. **Health, Safety, and Welfare; Plan of Conservation and Development.** To encourage state of the art agricultural production and processing and/or the development of data processing and/data storage facilities at a degree of intensity that can be accommodated by parcel size, parking demands and in a manner which is consistent with the Plan of Conservation and Development of the Town of Colchester as well as Chapter 55 of the Colchester Ordinances and which promotes the health, safety, economic development and general welfare of the Town of Colchester and its residents.

#### 8.9.A.1 **Large Scale Indoor Agricultural and Technology Zone.**

- 1. **Applicants.** Any owner of property within a proposed LSIAT, or any other person acting with the express authority or permission of an owner of property within a proposed LSIAT, may apply to the Planning and Zoning Commission for a change of zoning district classification from the underlying zoning district to LSIAT. Such owner, herein referred to as the "Applicant", need not own all land within the proposed LSIAT, and failure to own all land within such proposed district shall not prevent the Planning and Zoning Commission from hearing or granting any such application; provided, however, that the owner of each parcel delineated on the Master Plan for which LSIAT approval is requested consents, in writing, to the filing of the application for the LSIAT. For the purpose of this Section, the term "underlying zoning district" shall be defined as the zone(s) or district(s) existing on the subject parcel prior to the filing of an application for a LSIAT.
- 2. **Limitations on Underlying Zoning Districts.** An Applicant can only apply for LSIAT zoning district classification in the existing rural, suburban, future development area and/or arterial/commercial zoning districts.
- 3. **Uses Allowed and Required.** An LSIAT may only include those specific uses

set forth herein, developed at the density and in accordance with the design parameters permitted by this Section 8.9.A of these Regulations, in distinction to the density and design requirements set forth in the hereinbefore referenced underlying zoning districts.

- a. Construction of an agricultural building not less than 10,000 square feet in footprint nor more than 175,000 square feet in footprint with a gross floor area of not more than 350,000 square feet.
  - b. The cultivation of crops, including marijuana, in a controlled environment and inside a Large Scale Agricultural Building designed to facilitate horticultural productivity.
  - c. Processing and/or manufacture of crops cultivated on the premises.
  - d. Research activities directly related to the horticultural operations conducted in the Large Scale Agricultural Building.
  - e. Fuel cells.
  - f. Construction of a building not less than 10,000 square feet in footprint nor more than 200,000 square feet in footprint with a gross floor area of not more than 500,000 square feet which will be utilized for data processing and/or data storage purposes.
  - g. **Accessory Uses.** Parking, lighting, stormwater management, solar arrays, fuel cells, office space related to either a horticultural operation or a data processing and/or data storage facility.
4. **Performance standards for LSIATs.** Any LSIAT established pursuant to the provisions of this Section 8.9.A of the Town of Colchester Zoning Regulations shall satisfy the following minimum standards:
- a. Each LSIAT shall be designed to provide for adequate access for emergency vehicles to access the building(s) on the premises.
  - b. All buildings in the LSIAT shall be served by municipal water and municipal sewer facilities.

**Application Procedure For Large Scale Indoor Agricultural and Technology District.**

1. **Informal Preliminary Review.** The Planning and Zoning Commission recommends that, prior to the submission of an official application for LSIAT approval, the Applicant initiate a pre-application conference with the Planning and Zoning Commission and its staff and subsequently prepare and present a preliminary plan for informal consideration by the Planning and Zoning Commission. The preparation of the preliminary plan is recommended to facilitate the general consideration of factors and problems affecting the development of the LSIAT before the Applicant proceeds with the official application and the preparation of submittable maps, plans and documents required for formal consideration by the Planning and Zoning Commission. The presentation of a preliminary plan will more readily and economically facilitate alterations and changes recommended by the Planning and Zoning Commission. The pre-application conference and the informal consideration of the preliminary plan shall not be deemed to constitute any portion of the official and formal procedure of applying for a change of zone or a Master Plan approval. Neither the Applicant nor the Planning and Zoning Commission shall be in any way bound by statements made in such informal discussions, their purpose being only to minimize delay, expense and inconvenience to the public, the Applicant, and the Planning and Zoning Commission upon the future receipt, if any, of a formal application for a LSIAT. Following any informal discussion, the Planning and Zoning Commission may suggest that the proposal, or certain aspects thereof, be referred to other municipal, State, or Federal agencies for review and comment, or may suggest that additional information is or will be required prior to action on a formal application for change of zone.
  
2. **Formal Application.**
  - a. **Application Form and Fee.** All applications for a LSIAT shall be submitted to the Planning and Zoning Commission on a form prescribed by it and accompanied by an application fee for a zone change in accordance with the Zoning Regulations of the Town of Colchester. In addition, each application shall be accompanied by a list of names and addresses of the owners of all properties located within and within five hundred (500') feet of the property included in the zone change application, as such names and addresses appear in the most recent Grand List of the Municipal Assessor.

- b. **General Statement.** Applications for change of zone to LSIAT shall include a general statement describing the following:
- i. The approximate square footage of the Large Scale Agricultural and/or Technology Building to be dedicated to (a) horticulture, processing, research, warehousing and office space or (b) data processing, data storage and office space;
  - ii. The methods by which site utilities will be provided;
  - iii. The proposed timetable for development, including a description of phases, if any;
  - iv. A list of all additional licenses, permits, and approvals which will be required for the development together with a delineation of the agency responsible for the issuance of such permits, licenses and approvals; and
  - v. A statement outlining how the proposed development conforms to the Comprehensive Plan embodied in these Regulations and the adopted Plan of Conservation and Development of the Town.

3. **Zone Change Map for Recording.** All applications for a LSIAT shall be accompanied by a property boundary survey, suitable for filing in the Office of the Colchester Town Clerk, indicating the area of the proposed zone change relative to existing property boundaries, and the names of all property owners owning property located within the LSIAT and the names of all abutting property owners of record and the names of all property owners located within five hundred (500') feet of any portion of the zone change parcel as evidenced by the then most current records of the Municipal Assessor as of the date of filing of the zone change application for the LSIAT. Said survey shall include a key map. Said property boundary survey shall be certified by a Connecticut licensed land surveyor certifying that the survey conforms to the standards of survey and map accuracy respectively of Class D as defined in the Minimum Standards for Surveys and Maps in the State of Connecticut, as the same may be amended from time to time. In the event that the Planning and Zoning Commission approves a zone change of a lesser area than that requested, the Applicant shall provide an amended zone change map reflecting the zone change as approved.

4. **Master Plan.** All applications for a LSIAT shall be accompanied by a Master Plan as required below:
- a. The Plan shall be drawn clearly and legibly at a scale of 1" = 100' presented on sheets of 24" x 36" (unless a different scale or sheet size is approved by the Commission) and the plan shall be drawn by a professional engineer, architect, landscape architect, or land surveyor registered in the State of Connecticut. Sufficient paper prints shall be provided with each application to accommodate Commission and staff review. In addition, an applicant for zone change and text amendment shall be required to submit all plans and supporting application documentation electronically. Where appropriate, supporting information may be provided in textual rather than graphic form.
  - b. The following items are required to be submitted to the Commission with each application for change of zoning district classification to LSIAT and the approval of a master plan:
    - i. **Key Map.** A key map at a scale of 1" = 1000' showing the location of the proposed development and its relationship to existing Town and State roads.
    - ii. **Adjacent Land Uses.** The boundaries of the subject parcel or parcels to be rezoned and/or developed, owners of these parcels and adjacent parcels, roadways, structures, and land uses.
    - iii. **Existing Site Features.** Existing structures, roads, land uses, topography at a contour interval of two (2') feet or less, major and unique natural, scenic and historic features of the parcel and their relationship to the proposed development.
    - iv. **Proposed Buildings.** The height, bulk, use and location of the Large Scale Agricultural and/or Technology Building(s), including a conceptual elevation of the proposed building(s).
    - v. **Circulation.** The proposed location of roads, driveways, parking and pedestrian circulation including tie-ins with existing Town, state and public utility facilities.

- vi. **Water Supply.** The proposed method for a provision of a potable water supply to the development and a projection of the number of gallons per day to be consumed by the project upon completion.
- vii. **Sewage Disposal.** The proposed method for the collection and disposal of all sanitary waste.
- viii. **Stormwater.** A stormwater quality and management plan that will incorporate low impact development techniques and processes.
- ix. **Surface Water Quality.** A statement indicating the quality of existing watercourses through or near the site, if any.
- x. **Erosion Control.** A statement indicating the erodibility of the soils and a general indication of the need for erosion and sedimentation control. All erosion and sediment control measures shall comply with the latest edition of the Connecticut Guidelines for Soil Erosion and Sediment Control.
- xi. **Watercourses.** The location of any inland wetland and watercourse as defined by the Town Inland Wetlands and Watercourses Regulations, and map, as amended.
- xii. **Parking Analysis.** A parking plan for the LSIAT prepared by a licensed professional engineer specializing in parking needs and design, which analysis shall determine the amount and location of parking required by the LSIAT. The recommendations of the parking analysis shall be incorporated into the Master Plan by the Applicant's consulting civil engineer; and, when approved by the Planning and Zoning Commission, shall supersede any and all parking requirements otherwise contained in these Regulations.
- xiii. **Traffic Impact Analysis.** A traffic impact analysis prepared by a licensed professional engineer concentrating in traffic management; provided, however, that the development incorporated into the Master Plan shall generate more than

two hundred (200) vehicle trips per day.

- xiv. **Restrictions.** The substance of any proposed covenants, easements and restrictions.
  - xv. **Security.** Any security measures and systems which are incorporated into the design of the Large Scale Agricultural and/or Technology Building for the protection of the activities conducted therein and/or the products grown, processed and/or stored therein.
  - xvi. **Further Documentation.** Other documentation as may reasonably be required by the Planning and Zoning Commission to make an adequate determination of the appropriateness of the proposal to the site and of its fulfillment of the intent of these Regulations. The Planning and Zoning Commission may require information generally required in the final site development plan if it feels such information is necessary to make an informed judgment.
5. **Additional Information.** A zone change application calls upon the Planning and Zoning Commission to exercise a legislative function, and to determine that the LSIAT applied for will be superior to the underlying zone in achieving the purposes of these Regulations and the Plan of Conservation and Development of the Town. It is the obligation of the Applicant to provide any additional information which the Planning and Zoning Commission may request or require in order to make such a determination. Such information may include, but is not limited to: additional information concerning surrounding land uses, building locations, driveways, streets, topography, watercourses and wetlands, utilities, and the like.

#### 8.9.A.3 **Public Hearing, Personal Notice, and Action.**

- 1. **Procedure, Applicant's Notice Requirements.** The Planning and Zoning Commission shall act in such manner, and in accordance with such time limits, as are designated for changes of zone in accordance with Section 18.0 of these Regulations and in accordance with the applicable provisions of Section 8-7d of the Connecticut General Statutes. In the event of conflict between the procedures set forth in these Regulations and the General Statutes, the latter shall prevail. In addition, the Applicant shall mail personal notice of the proposed zone change to LSIAT to each owner of property within the LSIAT and within five hundred (500') feet of any portion



of the LSIAT as required by the provisions of Section 18.2.4 of these Regulations.

2. **Action on Master Plan.** The Planning and Zoning Commission shall approve, modify and approve, or disapprove the Master Plan. Any site plan approval subsequently granted for any use within the approved LSIAT shall substantially conform to the approved Master Plan, except to the extent modifications thereto are approved either at the staff level or by the Commission (based upon the nature of the proposed modifications) in accordance with procedures for the delegation of approval of site plan modifications to the land use department as may be from time to time adopted by the Commission. No Certificate of Zoning Compliance or Building Permit shall be issued, nor shall any construction activity of any kind commence, for any work depicted on an approved Master Plan, until such time as a site plan approval in accordance with Section 15.5 of these Regulations has been issued for development on the lot or site where such development is to occur.
3. **Notice of Action and Filing of Map.** Upon approval of a LSIAT and Master Plan, the Planning and Zoning Commission shall provide notice to the Applicant and the public, as provided in the General Statutes, and shall cause the approved LSIAT zone change map to be noted on the official zoning map of the Town of Colchester by outlining the boundaries of the land affected thereby and indicating the approval date.
4. **Recording.** The Applicant shall, within ninety (90) days subsequent to approval of any LSIAT, record notice thereof in the Colchester Land Records under the name of the record owner(s) of land affected thereby, giving a legal description of the land, and giving specific reference to the approved plan(s) and map(s); and, further, the Applicant shall file in the Colchester Land Records a copy of the approved plan(s) and map(s), endorsed by the signature of the Planning and Zoning Commission's Chairman or Secretary.

#### 8.9.A.4

**Criteria for Decisions on Change of Zone and Master Plan.** In acting on the application for change of zone and approval of a Master Plan, the Planning and Zoning Commission is performing a legislative function and shall be allowed the discretion granted to zoning commissions acting in a legislative capacity by Connecticut law. The Planning and Zoning Commission shall, in acting upon the Master Plan, consider the Plan of Conservation and Development adopted by the Planning and Zoning Commission as well as make a determination that the Master Plan is in conformance with the Comprehensive Plan of the Town of Colchester.

1. **General Findings.** In general, the application shall allow the Planning and Zoning Commission to make the following findings in support of any decision to approve a LSIAT:

- a. The proposed LSIAT shall be of such location, size and character that, in general, it will be in harmony with the appropriate and orderly development of the area in which it is proposed to be situated and will not be detrimental to the orderly development of adjacent properties.
- b. The location and size of proposed uses, the intensity of operations involved in connection with such uses, the site layout, and their relationship to access streets shall be such that vehicular and pedestrian traffic generated by the use or uses, shall not be detrimental to the character of the neighborhood.
- c. The establishment of such LSIAT will not unreasonably hinder or discourage the appropriate development and use of adjacent land and buildings or impair the value thereof.
- d. The proposed use permits the development of the site with the design of structures and land uses which is compatible with the shape, size, topography and natural character of the zone.
- e. That the placement of the building(s) within the LSIAT will not adversely impact residentially zoned and utilized properties abutting the LSIAT.

In making the findings above, the Commission shall consider (i) the agricultural heritage of the Town of Colchester and the right to farm ordinance adopted by the Town Meeting of the Town of Colchester on October 15, 2009 and/or (ii) the economic development of the Town of Colchester, including the need for and the opportunities presented by the development of Large Scale Technology Buildings.

2. **Site Plan Approval.** Upon the adoption of a LSIAT by the Planning and Zoning Commission, the Applicant shall prepare a final site plan for development of the LSIAT.

In order to assist the Planning and Zoning Commission in making the findings required pursuant to the provisions of Section 8.9.A.4.1 hereof, the Applicant shall, in conjunction with a site plan application for a LSIAT, provide, if applicable, screening, building and site illumination plans,

landscaping plans, the location and construction material of any fences, walls, walkways, trash disposal areas and the like.

**8.9.A.5 Specific Requirements for All LSIATs.**

**1. Access.**

- a. Access and circulation ways shall be designed to permit appropriate fire fighting equipment, fuel trucks, refuse collection, deliveries and snow removal equipment to operate in a safe and efficient manner.
- b. The LSIAT shall be served from, or have access to, at least one improved State or municipally owned and maintained street or highway which provides adequate circulation and access to other sections of the Town. The design of the LSIAT shall be formulated to facilitate ingress to and egress from the LSIAT without significantly adversely impacting traffic flow and traffic safety on interconnecting Town or State streets and highways.
- c. The street system shall be designated to permit connection to existing and proposed facilities where necessary for proper functioning of the utility systems, or the extension of utilities to adjoining properties.
- d. Buildings, walls, fences, plantings and other sight obstructions shall be so located and designed that a driver exiting the LSIAT has an unobstructed view of approaching traffic.

**2. Parking.** Parking for the LSIAT shall be in accordance with the requirements of the parking analysis and plan for the LSIAT incorporated into the Master Plan and approved by the Planning and Zoning Commission. The Planning and Zoning Commission shall, where possible, seek to minimize the construction of parking spaces.

**3. Underground Utilities.** All development in a LSIAT shall provide for underground installation of all utilities interior to the LSIAT. All development shall provide proper design and construction of storm sewer facilities, including grading, gutters, piping and treatment of pervious areas to handle stormwater, prevent erosion and the formation of dust. Utilities and maintenance facilities shall be in accordance with the requirements and regulations of the appropriate authority having jurisdiction.

4. **Driveways.**

- a. **Private Driveways.** All driveways within a LSIAT shall be designed by a licensed professional engineer and submitted with the Master Plan for approval by the Planning and Zoning Commission. The design of driveways and the interconnection of driveways with abutting streets and highways shall be based upon the anticipated volume of vehicular traffic on the driveway, the alignment of the driveway with the intersecting street and the available sight stopping distance.

5. **Waste Disposal.** Adequate sight screening must be provided for all garbage collection areas.

6. **Setback Requirements, Building Proximity.** Where the LSIAT abuts any residentially zoned and utilized property outside of the LSIAT, all buildings or structures shall be at least one hundred (100') feet from any residentially utilized building on any residentially zoned parcel adjoining the exterior boundaries of the LSIAT.

Setbacks between buildings and structures within the LSIAT shall be such as to provide reasonable access to light and air, and access space for service, fire protection and maintenance equipment and operations.

7. **Site Design.** Site design shall take advantage of topographic features, provide for landscaping and restoration of all areas disturbed by construction and complement any adjoining neighborhood. Consistency of scale and complementary landscaping standards shall be maintained throughout the LSIAT.

8.9.A.6 **Specific Requirements for Large Scale Agricultural and/or Technology Buildings.**

1. A Large Scale Agricultural and/or Technology Building shall comply with the minimum and maximum size requirements contained in these Regulations.
2. Exterior walls longer than two hundred (200') feet and visible from any public street shall include an offset for each two hundred (200') feet of length of at least four (4') feet or shall include a commonly accepted architectural feature that breaks the building wall plane.
3. Suitable landscaping, as determined by the Planning and Zoning

Commission, and based upon the geographic location and community context in which the LSIAT is approved, shall be provided.

4. Bulk requirements shall be as follows:
  - a. Minimum lot area – fifteen (15) acres.
  - b. Minimum lot frontage on a street – three hundred (300') feet.
  - c. Front yard setback – fifty (50') feet.
  - d. Rear yard setback – fifty (50') feet.
  - e. Minimum side yard setback – twenty (20') feet.
  - f. Aggregate required side yard setback for both side yards – one hundred (100') feet.
  - g. Maximum building height – fifty (50') feet.
  - h. Maximum building coverage – forty (40%) percent.
  - i. Maximum impervious coverage – seventy (70%) percent.

8.9.A.7 **Conformance to Recorded Documents.** Land included in an LSIAT shall be used and developed only in accordance with the recorded documents. The site plan approval issued for development in the LSIAT shall substantially conform to the design, use, and other standards of the approved Master Plan, unless modified as provided hereunder.

8.9.A.8 **Amendment or Extension of Approved LSIATs.** An application to extend or amend an approved LSIAT shall specify the nature of the planned extension(s) or amendment(s) and shall be accompanied by a plan drawn to scale of the proposed extension(s) or amendment(s) in the same detail as is required in an initial application for Master Plan approval and shall be accompanied by a fee in accordance with the applicable fee ordinance establishing fees for land use applications in the Town of Colchester. An applicant for extension or amendment of a LSIAT shall have sufficient interest in the land subject to LSIAT regulations, in accordance with section 8.9.A.1.1.

An applicant applying for a LSIAT and submitting a Master Plan may choose to incorporate language and plan components with sufficient detail to allow the

applicant to make minor and foreseeable deviations on a subsequent site plan(s). Such information shall become the basis for minor deviations from the Master Plan at such a time that an applicant applies for site plan approvals, so that a formal change to the Master Plan is not required. The Planning and Zoning Commission shall have the authority in approving a Master Plan to determine the nature and extent of such minor deviations which may be allowed on subsequent site plans. In all cases where additional application language and plan components are incorporated into a Master Plan, such information shall be sufficient in detail to allow for all necessary reviews of the site plan to determine consistency with the Master Plan by the Commission, its staff, and its consultants.

**8.9.A.9 Commencement and Completion of Construction.** For any LSIAT approved pursuant to this Section 8.9.A, the construction of the Large Scale Agricultural and/or Technology Building and/or the establishment of any use depicted on the Master Plan, or any phase thereof, shall be completed by the Applicant, and a Certificate of Zoning Compliance and Certificate of Occupancy shall be issued, within five (5) years from the effective date of any site plan approval granted by the Colchester Planning and Zoning Commission, which has been issued in accordance with the approved Master Plan. Upon application, the Planning and Zoning Commission may grant one (1) or more extensions of the aforesaid time limit for a total period of up to five (5) additional years. The foregoing time limits shall be tolled during the pendency of any court appeal of the approval of the LSIAT or, for any particular phase or portion of the LSIAT, or of any site plan approval issued thereunder. In the event that any LSIAT approved by the Commission is not developed within the time period(s) set forth above, the zoning district classification of the LSIAT shall revert to that of the underlying zoning district.

**8.9.A.10 Performance Bonds.** The Planning and Zoning Commission may require performance bonds to insure the completion of any public improvements in connection with any LSIAT, for the installation of any infrastructure which, in accordance with the LSIAT documents will be available for public use, and for the maintenance of erosion and sediment control measures until all areas disturbed in accordance with the approved site plan have been stabilized as delineated on the site plan approved for the development of an LSIAT in a form satisfactory to the Town Attorney.

**8.9.A.11 Deeds.** Any conveyance of real property and/or drainage and utility easements, or other interests in real property to be conveyed to the Town of Colchester in accordance with the approved Master Plan shall be by Warranty Deed, and shall be accompanied by a current Certificate of Title, prepared by an attorney admitted to the bar of the State of Connecticut or an owners' policy of title insurance issued by a title insurance company licensed to transact title insurance business in the State

of Connecticut, and certifying or insuring, as the case may be, that title to the real property conveyed or the interest therein conveyed is free and clear of, or superior in right to, any mortgage lien, restriction or other encumbrance materially affecting the use thereof for its intended purpose.

8.9.A.12 **Outside Storage Applicable to Uses in a Large Scale Indoor Agricultural and Technology District.** No outside storage of materials, products or refuse shall be permitted unless specifically authorized by the Planning and Zoning Commission, and such authorized outside storage shall be screened in such manner as the Planning and Zoning Commission may require. All loading areas shall be oriented away from existing residential structures located within two hundred fifty (250') feet thereof and public ways and adequately screened from view by appropriate landscaping.

**Colchester Planning and Zoning Commission**  
**Proposed Cannabis Regulation Amendments**

**5.0 TOWN CENTER AND WESTCHESTER VILLAGE DISTRICTS (TC OR WV)**

**5.3 USES PERMITTED**

The following uses shall be permitted in the TC or WV Districts subject to all applicable requirements of these Regulations:

1. Single-family, two-family or multi-family residential development and associated accessory structures and uses;
2. Commercial development except auto related uses (sales, service, repair, parts) and oil, propane sales/service;
3. Office development except construction/landscaping service that stores equipment and materials. Administrative offices of construction/landscaping operations are permitted.
4. Service Development;
5. Religious facilities and Educational Institutions;
6. Family day care homes, as defined by CGS Section 19a-77(a)(3) and licensed pursuant to CGS Section 19a-87b, are permitted in all Single-Family, Two-Family or Multi-Family Dwellings. Other day care and nursery school uses are permitted through the approval of a Special Permit.
7. Municipal facilities;
8. Hotel/Motel;
9. Mixed uses, provided that the ground floor of a mixed use Building (any combination of retail, office, and residential) shall be occupied by non-residential uses only. Parcels registered as historic can utilize rear sections of the ground floor for residential uses

**5.7 WESTCHESTER VILLAGE DISTRICT**

This district is intended to recognize and encourage development and redevelopment of the commercial patterns at the intersection of RT 16 and 149. This district is intended to meet many of the village needs for basic retail shopping, tourism, and local services. The district also recognizes and reflects the significant rural Commercial Use of the Village. Uses in this district will utilize the standards in Section 5.7 only and not the other requirements of Section 5.

The following standards apply to development in the Westchester Village District:

1. Permitted Uses, subject to all applicable requirements of these Regulations:



A. Single-family, two-family or multi-family residential development and associated accessory structures and uses.

2. Special Permit Uses

The following are eligible for Special Permit after consideration and approval from the Commission:

A. Commercial development excepting auto related uses (sales, service, repair, parts) and oil, propane sales/service.

B. Automobile gasoline stations

C. Automobile service/repair

D. Marine dealership and repair

E. Office development except construction/landscaping services that store equipment and materials. Administrative offices of construction/landscaping operations are permitted.

F. Service Development

G. Religious facilities and Educational Institutions

H. Municipal facilities

I. Mixed uses, provided that the ground floor of a mixed use Building (any combination of retail, office, and residential) shall be occupied by non-residential uses only. Parcels registered as historic can utilize rear sections of the ground floor for residential uses.

J. Cannabis Retailer and Hybrid Retailer, subject to the following provisions:

i. Establishment shall be no less than 500 linear feet from a school or playground measured from the nearest property line of such establishment to the area reasonably considered to be a functional use of the school or playground as determined by the Commission.

ii. On-site consumption is prohibited.

iii. Applicant shall submit documentation demonstrating adequacy of traffic management controls, security measures, lighting, hours of operation and any other information deemed reasonably necessary by the Commission to determine the suitability of the site for the proposed use.

3. Minimum Lot size – 40,000 square feet

4. Maximum Height – Thirty (30) feet or two (2) stories

5. Maximum residential Density – Four (4) Dwelling Units/acre unless serviced by centralized sewer/water that is shown to have capacity to support development proposed. If the capacity of water/sewer is demonstrated, the Density can exceed four (4) Dwelling Units/acre to a maximum of six (6) Dwelling Units/acre.

6. Minimum Lot Frontage – Seventy-five (75) feet

7. Minimum side and rear Yard – No side or rear Yard is required between abutting Lots where both are used for commercial purposes. Where a Lot abuts a strictly residential use and not a mixed or non-residential use, ten (10) foot yard shall be maintained, which Yard shall not be used for parking, loading or storage.

8. Maximum Building Coverage – Thirty-five percent (35%) of the Buildable Area

9. Maximum Impervious Coverage – Fifty percent (50%) of the Buildable Area

10. Performance Requirements – The following standards relate to features/approaches that must be addressed in permitting development within the Westchester Village District.

A. Pedestrian and Bicycle Access – Provision for safe and convenient pedestrian access shall be incorporated into plans for new construction of Buildings, enlargement or substantial redevelopment/renovation and development of improved parking areas and should be designed in concert with landscaping plans as required.

B. Landscaping – Landscaping shall be incorporated into new and redeveloped properties in such a way as to create visual diversity and interest, to provide shade for pedestrian areas and to screen parking and loading areas. As the Westchester Village District is a small location within a rural area, landscaping and the treatment of Open Space on all developed sites are important. Landscape plans shall be prepared by a registered landscape architect or may be accepted, where the plans submitted are found to be consistent with the intent of this Regulation and meet the specific guidelines as set forth herein. Landscape plans shall show the location, type, and size of all proposed plantings as well as enough of the surrounding context such that the Commission may determine the plan's appropriateness. A landscaping maintenance agreement may be required as a condition of approval.

C. Side Yard Treatment

1. Where the distance between structures on adjacent Lots is ten (10) feet or less, the side Yard shall be screened by a solid fence, wall or Landscape treatment of Evergreen plantings at a height not to exceed three (3) feet.

2. Where the distance between structures on adjacent Lots is greater than ten (10) feet, landscaping shall consist of a combination of materials sufficient to break up the view into the side Yard.

3. Side Yards may, in the alternative, be established as pedestrian walkways to access parking areas to the rear of the Building. Such walkways shall be landscaped and lighted for safety.

11. Design Regulations

A. Articulation – New and redeveloped Buildings should reinforce the rural character of the existing streetscape by utilizing Open Spaces and landscaping.

B. Parking associated with an individual use shall, to the greatest extent feasible, be located behind structures or otherwise fully screened from Street view.

C. Low impact development drainage and paving schemes are encouraged

## **6.0 FUTURE DEVELOPMENT DISTRICT (FD)**

### **6.3 SPECIAL PERMIT**

The following uses are permitted by Special Permit in the FD District provided they are served by public water and public sewer, derive access from internal Roads rather than existing Collector or Arterial Roads, and use best management practices to protect water quality.

1. Warehouse, storage and distribution facilities, except not to include Mini Storage Facilities.
2. Light Manufacturing or assembly conducted entirely within a Building, such as computer or electronic components and equipment, and light industrial machinery or equipment and sub-assemblies for commercial applications.
3. Hotel, Motel or banquet facility.
4. Retail businesses with a total gross floor area that exceeds 200,000sf.
5. Mixed Use Development including multi-family residential development of no more than seventy-five (75) total units on a Parcel. No more than four hundred (400) additional residential units will be permitted in all of the FD District. When the total of Multi-Family Dwelling Units permitted meets this threshold, there shall be no additional residential units permitted under this Section.
6. Movie Theater.
7. Municipal facilities.
8. Day care and nursery school uses in accordance with Section 8-9 of these Regulations.
9. Cannabis Cultivator, Cannabis Micro-Cultivator, Cannabis Product Manufacturer, Cannabis Food and Beverage Manufacturer, and Cannabis Product Packager
10. Cannabis Retailer and Hybrid Retailer, subject to the following provisions:
  - a. Establishment shall be no less than 500 linear feet from a school or playground measured from the nearest property line of such establishment to the area reasonably considered to be a functional use of the school or playground as determined by the Commission.
  - b. On-site consumption is prohibited.
  - c. Applicant shall submit documentation demonstrating adequacy of traffic management controls, security measures, lighting, hours of operation and any other information deemed reasonably necessary by the Commission to determine the suitability of the site for the proposed use.

## **7.0 ARTERIAL COMMERCIAL USE (AC)**

**7.2 USES PERMITTED** – The following uses are permitted in the AC, subject to all applicable requirements of these Regulations:

1. Agriculture
2. Public or private recreation and Open Space
3. Retail uses under 20,000 square feet
4. Business Services
5. Repair services including auto, boat and truck without outdoor storage or activity that utilize no more than two (2) acres
6. Light industrial under 20,000 square feet
7. Restaurant without drive through
8. Bed and Breakfast

## **7.3 SPECIAL PERMIT USES IN ARTERIAL COMMERCIAL DISTRICT**

The following uses are permitted by Special Permit in the AC, subject to all applicable requirements of these Regulations:

1. Construction Services including staging and equipment storage (except salvage and wrecking services)
2. Auto dealership and repair including outdoor storage and/or activity
3. Manufacture and assembly
4. Retail uses over 20,000 square feet if serviced by municipal water and sewer
5. Public utility structures
6. Private Warehousing and storage including Mini Storage Facilities
7. Wholesale storage and distribution uses if serviced by municipal water
8. Light industrial uses over 20,000 square feet
9. Hotel/Motel
10. Banquet, conference and convention facilities
11. Restaurant with drive through
12. Gasoline stations provided that the site is adjacent to a transportation interchange and no portion of the lot is within the Town Aquifer Protection Area, in accordance with Section 9.2.1, and/or within the Town Aquifer Protection Zone. See Section 9.2.2.
13. Cannabis Cultivator, Cannabis Micro-Cultivator, Cannabis Product Manufacturer, Cannabis Food and Beverage Manufacturer, and Cannabis Product Packager

14. Cannabis Retailer and Hybrid Retailer, subject to the following provisions:

1. Establishment shall be no less than 500 linear feet from a school or playground measured from the nearest property line of such establishment to the area reasonably considered to be a functional use of the school or playground as determined by the Commission.
2. On-site consumption is prohibited.
3. Applicant shall submit documentation demonstrating adequacy of traffic management controls, security measures, lighting, hours of operation and any other information deemed reasonably necessary by the Commission to determine the suitability of the site for the proposed use.

## **8.12 CANNABIS**

### ***REQUIREMENTS:***

**Special Permit Required** - The sales, cultivation and production of cannabis or cannabis products as described herein shall require a Special Permit, which may be authorized in accordance with the Town of Colchester Land Development Regulations, provided the use is allowed in the zone and all requirements of these regulations are met.

No special permits for Cannabis Retailer or Hybrid Retailer uses shall be considered or approved, once the maximum amount of retail establishments permitted under this regulation have been granted a special permit approval.

### **General Requirements for all Cannabis Uses -**

1. All regulated activities shall be located within an enclosed permanent building and may not be in a trailer, cargo container, motor vehicle, or other similar nonpermanent enclosure.
2. Marijuana plants, products, and paraphernalia shall not be clearly visible to a person from the exterior of the facility. No outside storage of cannabis or cannabis products shall be permitted.
3. There shall be no on-site consumption.
4. The following shall be submitted with an application:
  - A. An Operational Plan which includes the following:
    - i. Hours of operation
    - ii. Security and access plan
    - iii. Proposed signage
    - iv. Odor management – monitoring and mitigation
5. All adult-use cannabis retailers or hybrid-retailers and production facilities shall have an adequate security system to prevent and detect diversion, theft or loss of marijuana utilizing

commercial grade equipment meeting at least the minimum requirements of Sec. 21a-408-62 of the State of Connecticut Regulations.

6. No more than one Cannabis Retail or Hybrid Retail establishment is allowed per 25,000 residents.

**Standards for Retailers, Hybrid Retailers, and Dispensaries** - All retailer, hybrid retailer, or dispensary of cannabis or medical marijuana uses shall comply with the following standards:

1. Hours of operation shall be 8:00 am to 9:00 pm or as otherwise set by the Commission.
2. Uses shall not be located inside a building containing residential units, including transient housing such as motels or dormitories.
3. Parking shall be in accordance with town regulations unless modified by the Commission.
4. No building or structure shall be used if such is located within five hundred (500') feet (measured from the nearest property lines) of a school or playground.
5. A traffic study shall be submitted demonstrating traffic flow both internal and external to site.

**Standards for Cultivators, Micro-Cultivators, Food & Beverage Manufacturers, Producers, Product Manufacturers, and Products Packagers** – All applications for Cultivators, Micro-Cultivators, Food & Beverage Manufacturers, Producers, Product Manufacturers, and Products Packagers shall comply with the following standards:

1. State of Connecticut license shall be obtained and filed on the Town of Colchester Land Records prior to beginning operations.
2. Submission of a Resources Plan to demonstrate best management practices for the use of energy, water, waste disposal, and other common resources and to ensure there will be no undue damage to the natural environment.
3. Parking shall be in accordance with town regulations unless modified by the Commission.

**Discontinuance of Use** –

1. A Special Permit shall lapse if not exercised within one year of issuance. The Commission shall file a notice on the Land Records in such a case.
2. A cannabis establishment shall be required to remove all material, plants, equipment, and other paraphernalia prior to surrendering its state issued licenses or permits; or within six months of ceasing operations, whichever comes first

***DEFINITIONS:***

For the purpose of this section, all terms referred to herein shall be defined and used in accordance with Section 21a-420 of the Connecticut General Statutes as amended from time to time. Selected definitions are included below for ease of reference.

**CANNABIS** - Marijuana, as defined in section 21a-240 of the general statutes;

**CANNABIS ESTABLISHMENT** - Producer, dispensary facility, cultivator, micro-cultivator, retailer, hybrid retailer, food and beverage manufacturer, product manufacturer, product packager, delivery service or transporter as defined

**CULTIVATOR** – Person that is licensed to engage in the cultivation, growing and propagation of the cannabis plant at an establishment with not less than fifteen thousand square feet of grow space

**DISPENSARY FACILITY**- A place of business where medical marijuana may be dispensed or sold at retail to qualifying patients and primary caregivers and for which the Connecticut Department of Consumer Protection has issued a dispensary facility permit under CGS Sec. 21-a408 et seq. as may be amended and Sections 21a-408-1 to 21a-408-70, inclusive, of the Regulations of Connecticut State Agencies as they may be amended

**FOOD AND BEVERAGE MANUFACTURER** - Person that is licensed to own and operate a place of business that acquires cannabis and creates food and beverages

**HYBRID RETAILER** - Person that is licensed to purchase cannabis and sell cannabis and medical marijuana products

**MANUFACTURE** - To add or incorporate cannabis into other products or ingredients or create a cannabis product;

**MEDICAL MARIJUANA PRODUCT** - Cannabis that may be exclusively sold to qualifying patients and caregivers by dispensary facilities and hybrid retailers and which are designated by the commissioner as reserved for sale to qualifying patients and caregivers and published on the department's Internet web site

**MICRO-CULTIVATOR** - A person licensed to engage in the cultivation, growing and propagation of the cannabis plant at an establishment containing not less than two thousand square feet and not more than ten thousand square feet of grow space, prior to any expansion authorized by the commissioner

**PRODUCER** - A person that is licensed as a producer pursuant to section 21a-408i of the general statutes and any regulations adopted thereunder

**PRODUCT MANUFACTURER** - A person that is licensed to obtain cannabis, extract and manufacture products exclusive to such license type;

**PRODUCT PACKAGER** - A person that is licensed to and label cannabis

**RETAILER** - A person, excluding a dispensary facility and hybrid retailer, that is licensed to purchase cannabis from producers, cultivators, micro-cultivators, product manufacturers and food and beverage manufacturers and to sell cannabis to consumers and research programs

**TRANSPORTER** - A person licensed to transport cannabis between cannabis establishments, laboratories and research programs

**CLASS 2 SITE PLAN  
APPLICATION**

FOR

**12 & 24 BROADWAY STREET  
COLCHESTER, CT**

PREPARED FOR

**BRIAN T. & H. JEAN SMITH  
12 BROADWAY  
COLCHESTER, CT 06415**

October 11, 2022

**Barton  
& Loguidice**

41 Sequin Drive  
Glastonbury, CT 06033  
T: 860.633.8770  
F: 860.633.5971



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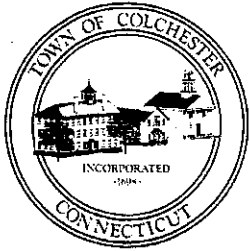
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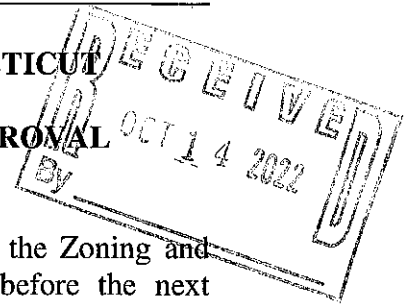
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APPLICATION NO. \_\_\_\_\_

TOWN OF COLCHESTER, CONNECTICUT  
APPLICATION FOR SITE PLAN APPROVAL



This application form and five (5) sets of plans shall be submitted to the Zoning and Planning Commission Office no later than noon on the Thursday before the next regularly scheduled meeting, (the first and third Wednesday of the month excepting Holiday periods). A Statement of Use as described in Section 12.5.3.A shall be submitted in addition to this application.

NAME OF APPLICANT Brian T. & H. Jean Smith (#12), Garvin - Smith, LLC (#24)

MAILING ADDRESS 12 Broadway (Please Print)

Colchester CT 06415 TELEPHONE 860-617-8959  
(City) (State) (Zip)

OWNER OF RECORD Brian T. & H. Jean Smith(#12), Garvin - Smith, LLC (#24)  
(Please Print)

MAILING ADDRESS 12 Broadway

LOCATION OF BUILDING LOT 12 and 24 Broadway

IS THIS PROPERTY LOCATED IN: no AQUIFER PROTECTION ZONE; no LOCAL HISTORIC DISTRICT;  
yes HISTORIC PRESERVATION OVERLAY ZONE

INTENDED USE(S) Banquet Hall

SQUARE FOOTAGE OF USE(S) 2,198 sf ZONE R30A LOT SIZE 58,662 sf

ASSESSOR'S MAP 16 LOT 27,26 (12,24 Broadway)

ENGINEER/SURVEYOR Barton and Loguidice, LLC TELEPHONE 860-633-8770

MAILING ADDRESS kgrindle@bartonandloguidice.com

CONTACT PERSON TO WHOM CORRESPONDENCE AND INQUIRIES SHOULD BE DIRECTED

NAME Brian T. Smith

ADDRESS 12 Broadway, Colchester, CT 06415

TELEPHONE 860-617-8959

APPLICANT(S) SIGNATURE \_\_\_\_\_

OWNER(S) SIGNATURE \_\_\_\_\_

For Official Use:  
APPLICATION SUBMITTED \_\_\_\_\_ ZPC FEE PAID \$600. pd 10/17/22

FIRST ENGINEERING REVIEW FEE PAID \_\_\_\_\_

FIRST HEALTH REVIEW FEE PAID \_\_\_\_\_

Base Fee \$ 200. \$ 600

Rev 12/03/04 \$ 100.

\$ 220

## **STATEMENT OF USE**

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### **PROJECT DESCRIPTION**

The project site includes two adjacent lots which each contain an existing house on the north side of Broadway (Map 16/Lots 026 and 027). The properties are shown within the Village District Zone on the town zoning map and are both eligible for designation within the Historic Preservation Overlay Zone. The house at 24 Broadway currently houses 5 apartment units and includes an existing barn and a paved access from Broadway Street with a parking area and gravel access to Harrington Court in the rear. The house at 12 Broadway is a residential home with 4 Bed & Breakfast units. An existing paved access with parking is provided from Lebanon Avenue to the north of the house.

The applicant is proposing to construct a 490 square foot building addition to the rear of an existing barn to provide a banquet hall on 24 Broadway with an adjacent outdoor patio area and two parking spaces with access to Harrington Court. The addition will provide a kitchen and restrooms and the existing barn will be renovated to include a stage with seating area for performances. Also included is the removal of the existing access and parking area on #24 and the installation of a new 26 parking space lot along the west side of the existing house and barn. This will have one way access from Broadway Street and exit onto Harrington Court. The existing with nine parking spaces and one truck loading space. The total paved parking area is approximately 10,325 square feet including 4,000 square feet of pervious bituminous pavement. The patio, parking and access proposed along the barn will be constructed with stone pavers providing a porous surface. Also included are new stone dust paths to provide connection from both houses to the new parking and the new patio as well to the existing concrete sidewalk along Broadway.

### **SITE ACCESS AND OFF-STREET PARKING**

Parking, loading and access to Upton Road has been designed per the requirements of section 10.0 of the Colchester Zoning Regulations. New access to the site will be located along the western side of the parcel and has been designed to provide one way access from Broadway and will exit onto Harrington Court to the north of the parcels. This new parking area includes two handicapped accessible spaces with access provided to the banquet hall area as well as the existing houses. Parking calculations were performed per section 10 using a mixed land use for Apartments, Residence, Bed & Breakfast and Banquet Hall which requires 39 parking spaces for the proposed site. This total was reduced per Section 9.1.6.A.3 for sites within the Historic Preservation Overlay Zone to a total of 31 required. A total of 32 spaces is being proposed including two handicapped accessible spaces. Four spaces are provided along the north side of #12 Broadway, two spaces at the access at Harrington Court and the remaining 26 are within the new parking area.

## **SITE DRAINAGE & STORMWATER MANAGEMENT**

To provide treatment and storage of the proposed site stormwater, a portion of the proposed bituminous concrete parking area will be construction with porous asphalt. The proposed improvements will produce a slight increase in the impervious area when compared to the existing conditions. The total volume increase for a 100-year storm event is 974 cubic feet. Storage for this volume, and the volume of the Water Quality Volume required at the site, will be provided within the porous asphalt proposed at the site. Refer to the Stormwater Management Analysis dated 07/21/22 prepared for this application for further details.

## **UTILITY IMPACT NARRATIVE**

The existing houses will maintain their existing utility connections. The proposed banquet hall and site lighting will be utilizing existing utilities located within Harrington Court.

### **Water Service**

Water service will be connected to an existing 6" diameter water main located in the north side of Harrington Court. A 4" diameter water service is proposed to the addition to serve the kitchen and restrooms. The proposed trench within the roadway will be repaired in accordance with the Town's requirements.

### **Sanitary Sewer Service**

Sanitary service connection will be provided to an existing sanitary manhole in Harrington Court adjacent to the north side of #24 Broadway.

### **Electric Service**

Electric service for the banquet hall and for the site lighting is anticipated to be provided from the existing poles at Harrington Court. Service sizing and exact location(s) will be determined by the applicant's contractor/electrician and coordinated with Eversource Energy prior to construction. No off-site disturbance is anticipated within the Town's R.O.W. as part of this service connection.

## **LANDSCAPING & SCREENING**

All portions of the lot not covered by buildings or parking/drive/loading areas shall be suitably landscaped with a perennial grass seed mix to establish a lawn area throughout the two parcels. Existing landscaping will be maintained wherever possible, including along the western property line as shown on the plans. At the northwest corner of #24 Broadway, a row of arborvitae will be installed to extend the existing buffer of vegetation along this property line.

## **EROSION & SEDIMENT CONTROL PLAN**

The potential impact of the project on the surrounding areas is related to the temporary transport of soils and sediments associated with the future construction phases of the project. The impact of the project on the surrounding areas will be controlled as follows:

1. Erosion and sediment control measures shall be installed at the project site prior to construction.
2. An Anti-Tracking Apron will be installed at the entrance to the construction site at Harrington Court to prevent the transport of sediments off the construction site by truck and construction equipment traffic.
3. An erosion control system shall be installed around all on-site stockpiles of soil.
4. Dust control measures shall be applied throughout the construction period and until all disturbed areas have been stabilized.

**STORMWATER MANAGEMENT ANALYSIS**

**TOTAL FLOW (Q)**

$$Q = (P - 0.2S)^2 / (P + 0.8S)$$

$$S = (1000 / CN) - 10$$

CN = CURVE NUMBER

P = INCHES OF 24 HOUR STORM

**EXISTING CONDITIONS**

**INPUT DATA**

**DRAINAGE AREAS**

AREA 1	CN =	98	AREA =	0.30 acres	Roof/Pavement
AREA 2	CN =	79	AREA =	0.90 acres	Good Lawn
CN (weighted) =		83.8	TOTAL =	1.20 acres	

P100= 7.93 NOAA for Site Colchester

**OUTPUT**

S = 1.94

Q = 6.00 in

Q (from drainage area) = 26,130 cf

**PROPOSED CONDITIONS**

**INPUT DATA**

**DRAINAGE AREAS**

AREA 1	CN =	98	AREA =	0.42 acres	Roof/Pavement
AREA 2	CN =	79	AREA =	0.78 acres	Good Lawn
CN (weighted) =		85.7	TOTAL =	1.20 acres	

P100= 7.93 NOAA for Site Colchester

**OUTPUT**

S = 1.68

Q = 6.22 in

Q (from drainage area) = 27,104 cf

**Increase in 100 year volume with the proposed improvements at the site:**

VOL 100 = (27,104 - 26,130) =

**974 CF**

**Compute Water Quality Volume**

WQV = Water Quality Volume (acre-feet)

R = Volumetric Runoff Coefficient, 0.050 + 0.009(I)

I = Percent Impervious Cover, Impervious Area / Total Area

DA = Drainage Area (Acres)

DA = 0.900 acres

IA = Impervious Area (Acres)

IA = 0.282 acres

$$WQV = \frac{(I \times R \times A)}{12}$$

**Determine Percent Impervious Cover (I)**

I = 31%

**Calculate Volumetric Runoff Coefficient (R)**

R = 0.33

**Calculate Water Quality Volume**


WQV = 0.025 acre-feet **(= 1,089 C.F.)**

<b><u>POROUS PAVEMENT STORAGE</u></b>		
Area of Porous Pavement proposed=		6,325.00 S.F.
Depth of reservoir stone under pavement=		10 inches
Voids in the reservoir stone=		40 %
<b><u>STORAGE VOLUME AVAILABLE=</u></b>	$(6325 \times 10/12) \times 0.40=$	<b>2,108 C.F.</b>
<b><u>STORAGE VOLUME REQUIRED:</u></b>		
	WQV =	1089 C.F.
	100 YR VOL. INCREASE =	974 C.F.
	<b>TOTAL =</b>	<b>2,063 C.F.</b>
<p>The stone reservoir in the proposed porous pavement has been sized to store the increase in stormwater volume for the 100 year storm on the site and the Water Quality Volume (WQV).</p>		

# Natural Diversity Data Base Areas

COLCHESTER, CT

June 2022

-  State and Federal Listed Species
-  Critical Habitat
-  Town Boundary

**NOTE:** This map shows general locations of State and Federal Listed Species and Critical Habitats. Information on listed species is collected and compiled by the Natural Diversity Data Base (NDDB) from a variety of data sources. Exact locations of species have been buffered to produce the generalized locations.

This map is intended for use as a preliminary screening tool for conducting a Natural Diversity Data Base Review Request. To use the map, locate the project boundaries and any additional affected areas. If the project is within a hatched area there may be a potential conflict with a listed species. For more information, complete a Request for Natural Diversity Data Base State Listed Species Review form (DEP-APP-007), and submit it to the NDDB along with the required maps and information. More detailed instructions are provided with the request form on our website.  
<https://portal.ct.gov/deep-rddbrequest>

Use the CTECO Interactive Map Viewers at <http://cteco.uconn.edu> to more precisely search for and locate a site and to view aerial imagery with NDDB Areas.

**QUESTIONS:** Department of Energy and Environmental Protection (DEEP)  
 79 Elm St, Hartford, CT 06106  
 email: [deep.rddbrequest@ct.gov](mailto:deep.rddbrequest@ct.gov)  
 Phone: (860) 424-3011

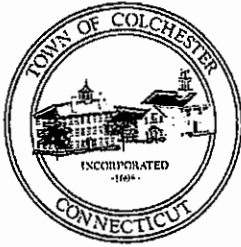


Connecticut Department of Energy & Environmental Protection  
 Bureau of Natural Resources  
 Wildlife Division



FIGURE 4

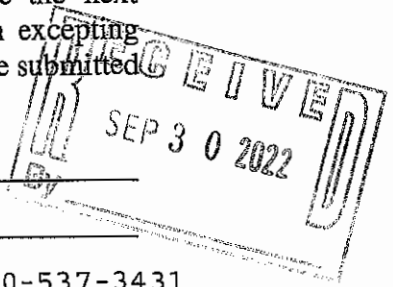




APPLICATION NO. \_\_\_\_\_

**TOWN OF COLCHESTER, CONNECTICUT**  
**APPLICATION FOR SITE PLAN APPROVAL**

This application form and five (5) sets of plans shall be submitted to the Zoning and Planning Commission Office no later than noon on the Thursday before the next regularly scheduled meeting, (the first and third Wednesday of the month excepting Holiday periods). A Statement of Use as described in Section 12.5.3.A shall be submitted in addition to this application.



NAME OF APPLICANT Gano's Power Equipment  
(Please Print)  
MAILING ADDRESS 120 Linwood Ave  
Colchester CT 06415 TELEPHONE 860-537-3431  
(City) (State) (Zip)

OWNER OF RECORD Anthony C. Gargano TTEE & Deborah L. Hadaway  
(Please Print)

MAILING ADDRESS 120 Linwood Ave, Colchester, CT

LOCATION OF BUILDING LOT 120 Linwood Ave & 36 Kmick Lane

IS THIS PROPERTY LOCATED IN: \_\_\_\_\_ AQUIFER PROTECTION ZONE; \_\_\_\_\_ LOCAL HISTORIC DISTRICT;  
\_\_\_\_\_ HISTORIC PRESERVATION OVERLAY ZONE

INTENDED USE(S) site plan modification

SQUARE FOOTAGE OF USE(S) 7,918 SF ZONE VD LOT SIZE 0.33 Ac.

ASSESSOR'S MAP 11-00/033 LOT 000

ENGINEER/SURVEYOR CLA Engineers, Inc. TELEPHONE 860-886-1966

MAILING ADDRESS 317 Main Street, Norwich, CT

**CONTACT PERSON TO WHOM CORRESPONDENCE AND INQUIRIES SHOULD BE DIRECTED**

NAME Ellen Bartlett

ADDRESS 317 Main Street, Norwich, CT  
(Please Print)

TELEPHONE 860-886-1966

[Signature]  
APPLICANT(S) SIGNATURE

[Signature]  
OWNER(S) SIGNATURE

For Official Use:  
APPLICATION SUBMITTED \_\_\_\_\_ ZPC FEE PAID \_\_\_\_\_

FIRST ENGINEERING REVIEW FEE PAID \_\_\_\_\_

FIRST HEALTH REVIEW FEE PAID \_\_\_\_\_

# CLA Engineers, Inc.

Civil • Structural • Survey

317 MAIN STREET • NORWICH, CT 06360 • (860) 886-1966 • (860) 886-9165 FAX

September 29, 2022

Town of Colchester  
Planning and Zoning  
127 Norwich Avenue  
Colchester, CT 06415

RE: Site Plan Modification  
Gano's Power Equipment



An application is being submitted by Gano's Power Equipment for a modification to the approved site plan for their building addition. A Site Plan application was submitted and approved to develop a 3,300 SF building addition to the existing building for Gano's Power Equipment, located at 120 Linwood Avenue. The proposed modification is to leave the existing parking in front of the existing building in place, along Linwood Avenue. In addition, a waiver is requested to eliminate the proposed new sidewalk in front of the existing building along Linwood Avenue.

The original approved site plan showed new sidewalks along Linwood Avenue in front of the existing building, and the owners intended to install them as part of the building addition project. However, do to COVID, the costs of materials and labor for the building addition went up significantly, and the project is way over budget. Therefore they are now requesting a waiver for the installation of sidewalks in front of the existing building.

If you have any questions please do not hesitate to contact me.

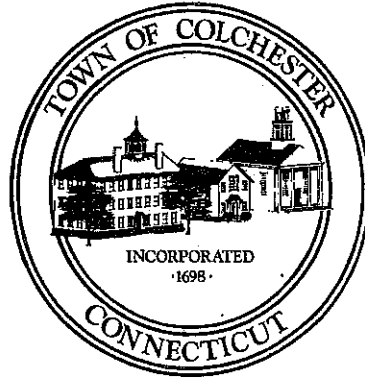
Very truly yours,

A handwritten signature in black ink, appearing to be "E. Bartlett", written over a circular scribble.

Ellen M. Bartlett, PE, CPSWQ

Gano First Review  
(S/A) I Review

**Code Administration**  
Building Official  
Fire Marshal  
Wetlands Enforcement



**Planning and Zoning**  
Planning Director  
Zoning Enforcement  
Town Engineer

October 11, 2022

To: Colchester Conservation Commission and Planning & Zoning Commission

From: Salvatore Tassone P.E.- Town Engineer

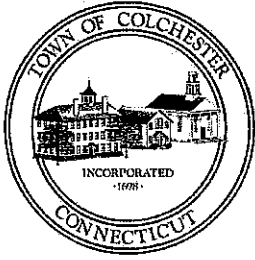
Re: Gano's Power Equipment Building Addition, 36 Knick Lane, 112 & 120 Linwood Ave Colchester, Connecticut, prepared for owner Antony C. Gargano & Deborah L. Hadaway, by CLA Engineers, Inc. dated November 2020, (Boundary and Topographic Survey sheet S1 dated 12/18/20). Accompanying Drainage Calculations, Hydraulics & Hydrology Report prepared by CLA Engineers, Inc. dated February 2021, latest revision November 2020.

The referenced revised plan and application letter from CLA Engineers, Inc. dated September 29, 2022 appears to be a site plan modification to eliminate proposed concrete sidewalks along the Linwood Avenue/Route 16 site frontage and maintain existing parking spaces which are partially located within the State of Connecticut road right of way for Route 16.

The installation of this section of concrete sidewalk is considered crucial to providing continuity with existing sidewalks on both sides of this parcel along the State Route 16 corridor. In addition, the elimination of the existing parking spaces is a desirable portion of the original approval as this will eliminate the potentially hazardous vehicle backup maneuver onto State Route 16.

Both the Town and the State DOT were in favor of the installation of sidewalks and the elimination of parking spaces along State Route 16 during the original site plan application as these are believed to result in improvements to both pedestrian safety and motor vehicle safety.

Any proposed changes within the State Route 16 road right of way, must also be reviewed by the State of CT. DOT.



# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

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## MEMO

TO: Colchester Planning and Zoning Commission

FROM: Carol Szymanski, Wetlands Agent

Continuous sidewalks are important to the economic health and viability of downtown areas. Sidewalk shoppers are more likely to stop and visit a business if on foot. Sidewalks provide many other benefits as well, including pedestrian safety, mobility of those in wheelchairs, and healthier communities overall. In addition to greatly reducing pedestrian fatalities, sidewalks reduce other roadway crashes.

Eliminating the parking spaces in front of Gano's which are partially located in the state right of way will allow for smoother flow of traffic in this area as it is nearly impossible to guess if the cars are occupied and about to back into traffic and into the roadway.

In a discussion with the CT state DOT, I learned that the applicants had never fully applied for the required state DOT encroachment permits to install sidewalks, yet the approval of the very large rear addition was predicated on the installation of sidewalks in front of the building.

This particular business enjoys plentiful outdoor display and storage, a prominent downtown location and spacious quarters. Providing the public with sidewalks is a reasonable public improvement given that sidewalks exist in front of every other property along this important arterial road and will greatly improve road safety for all of Colchester's motorists.

Sincerely,

Carol Szymanski,  
Colchester Wetlands Agent



**SYNODI & VIDELL, LLC**  
ATTORNEYS AT LAW

Christine Synodi, Esquire

Gordon Videll, Esquire

October 28, 2022

Ariel Lago  
Zoning Enforcement Officer  
Colchester Town Hall  
127 Norwich Avenue  
Colchester CT 06415

**RE: HWY. 95, LLC**

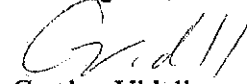
Dear Ariel:

Thank you very much for taking the time to meet with us today. I think that we have a good understanding of your expectations and believe that our goals are in complete alignment. Per your request, I have put together some preliminary draft documentation which will be updated before application, but wanted to give you a sense of our direction. I have attached the following:

1. Company Bio
2. Lease to be executed next week.
3. Draft Security Plan
4. Draft Traffic Management Plan
5. Initial Interior Renderings
6. A Draft Floor Plan

Please keep in mind that these are not part of a submission and are for informational purposes only. We look forward to working with you and we welcome any comments prior to the meeting.

Best regards,



Gordon Videll

65 Boston Post Road, Waterford, CT 06385  
Phone: (860) 447-3220 Fax: (860) 437-8328  
[www.synodividell.com](http://www.synodividell.com)

# HWY 95, LLC

(This name will be changed to incorporate Rt. 2 or Rt. 16)

HWY 95, LLC is an Adult Use Equity Joint Venture which has received its provisional license from the State of Connecticut. We carefully selected our team to maximize the opportunity while keeping the revenues in Connecticut with partners that have demonstrated dedication to their communities. Our partners are:

## Medical Partner

Still River Wellness is the first and only Medical Cannabis Dispensary Facility to open in Litchfield County since the State's Program was launched in 2013. Located in Northern Torrington directly off Route 8, the dispensary provides access to the thousands of Litchfield County registered patients who currently need to travel to other counties for their medicine. Our team of experts' primary goal is to ensure that every patient has the materials and education they need for a safe and therapeutic experience while receiving the care and professionalism they deserve. At the heart of everything we do, the way we act, and the way we treat others is a desire to send a clear message to our patients, caregivers, and community – that we care.

Still River Wellness is the first and only Medical Cannabis Dispensary Facility to open in Litchfield County since the State's Program was launched in 2013. Located in Northern Torrington directly off Route 8, the dispensary provides access to the thousands of Litchfield County registered patients who currently need to travel to other counties for their medicine. Our team of experts' primary goal is to ensure that every patient has the materials and education they need for a safe and therapeutic experience while receiving the care and professionalism they deserve. At the heart of everything we do, the way we act, and the way we treat others is a desire to send a clear message to our patients, caregivers, and community – that we care.

Still River Wellness is one of eighteen medical marijuana dispensaries in Connecticut and was started by Thomas Macre Jr. and his father in 2018. The Macre's ran a successful medical equipment business for 8 years prior to medical marijuana being legalized in the state and were urged to apply for a license by the physicians and patients they served.

The Macre's opened their dispensary in Torrington, CT due to the unmet need within Litchfield County. The company celebrated 3 years in business this year, and currently serves over 2,000 medical patients. Still River Wellness is also one of only three licensed cannabis companies in the state that is still Connecticut owned and operated.

Following the legalization of adult-use cannabis, the company was given the opportunity to expand its operations with the creation of an equity joint venture in which 50% of ownership must be with partners who currently reside or did as children in a disproportionately impacted area within the state.

### Social Equity Partners

Our social equity partners are fully committed to operating with the utmost integrity and working with community leaders to ensure all stakeholders are considered and given the respect that protects the values of Colchester. Our Social Equity partners will be full-time managers and responsible for day-to-day operations. One of our partners was raised in the Wooster Street area of New Haven and put himself through college to become a State of Connecticut Probation Officer. He has since retired as a supervisor and operated a well-respected private investigation firm. The second Social Equity partner was raised in New London. He was a standout baseball player and attended college on an athletic scholarship. Building on the educational opportunity, he worked as a financial analyst for Johnson Controls at Pfizer and eventually opened and has operated a successful business for the last 18 years.

### Investors

Our capital investment group is comprised of 12 Connecticut natives with strong ties to their communities and Connecticut as a whole. They cover the spectrum of professions, including attorney, corporate executive, sales, small business owners, collegiate coach and professional athlete. When assembling this group, we focused on getting a large group to share the opportunity with as many as we could, but also bringing a level of diversity and experience that included experience and geography. Additionally, it was important that the investment be from Connecticut so that the State and local communities would benefit from all economic multipliers associated with this opportunity and to avoid corporate profit driven decisions.

C-3 Ventures, our Social Equity partners, and our investors have the experience, vision and commitment to thrive and support local communities. We will maintain a professional, community driven experience by providing the best quality products, clean and safe facilities, creating jobs while financially contributing to Colchester.



SMITH & ARCHITECTS

Green Lounge

6



# Legal and Regulatory Compliance Policy

## 1.0 Policy Statement

Sea Services North America, LLC, (SSNA), is committed to and conducts its business activities lawfully and in a manner that is consistent with its compliance obligations.

The Legal and Regulatory Compliance Policy (Compliance Policy) establishes the overarching principles and commitment to action for SSNA with respect to achieving compliance by:

- identifying a clear compliance framework within which SSNA operates.
- promoting a consistent, rigorous and comprehensive approach to compliance throughout SSNA.
- developing and maintaining practices that facilitate and monitor compliance within SSNA.
- seeking to ensure standards of good corporate governance, ethics and community expectations.
- engendering a culture of compliance where every person within SSNA accepts personal responsibility for compliance and acts ethically and with integrity.

## 2.0 Scope

This policy applies to SSNA's directors and employees, and to all contractors working for or at SSNA (our people). SSNA's legal and regulatory compliance obligations include:

- Legal obligations, including:
  - a. legislative.
  - b. contractual.
  - c. permits, licenses and other forms of authorization.
  - d. common law.
  - e. equitable obligations.
  - f. relevant industry codes and compulsory standards.
  - g. Regulatory policies and codes

## 3.0 Policy Overview

This Compliance Policy is aligned with SSNA's strategic objectives as articulated within SSNA's Strategic Plan, Compliance programs.

SSNA recognizes that there are four elements for an effective compliance program:

- Commitment – SSNA's commitment to, and the establishment of, a compliance program.
- Implementation – SSNA's implementation of a compliance program, including ongoing education and maintenance.
- Monitoring and Measuring – reporting and supervision of the compliance program.
- Continual Improvement – regular review and continual improvement of the compliance program.

These elements are supported by these compliance principles. To comply with these principles, SSNA:

- encourages and supports an effective Board and Senior Management organizational structure which endorses an ethical and positive compliance culture within SSNA.
- maintains an appropriate compliance program which identifies, manages, reports, reviews, monitors and measures compliance obligations and compliance performance.
- ensures clear accountability for and ownership of the compliance program, obligations and any compliance issues within SSNA.
- reviews its procedures to ensure compliance obligations are integrated in day-to-day operations of SSNA.
- provides necessary resources to enable our people to understand their own personal accountability in respect of compliance and to be able to effectively carry out their responsibilities.
- conducts appropriate pre-employment screening of potential employees and contractors.
- takes very seriously any failure by an individual to comply with SSNA's compliance obligations. Consequences may flow from an individual's actions, including, in serious matters, termination of employment or contract.
- provides education and training as part of the implementation of the compliance program, detailing individual responsibilities, reporting and communication methods.
- regularly reviews and implements improvements to the compliance program

## **4.0 Compliance Program**

The SSNA compliance program includes:

- a consistent and effective process for identification, assessment, management, reporting, review and monitoring of compliance obligations and issues.
- a centralized register of compliance obligations actively managed by the Managers.
- periodic compliance review as part of management review.
- where appropriate, integration with the Corporate Risk Evaluation matrix.
- a Corporate wide training program, including induction training; and
- cyclical reviews of content and the program to continuously identify improvement opportunities.

### **Compliance Reporting**

The compliance program enables regular efficient and effective reporting to Management and the Board regarding SSNA's compliance obligations.

The reporting includes information on compliance with SSNA's obligations, compliance issues, compliance breaches and near-misses. Reports on compliance breaches outline the breach and the corrective actions planned or undertaken to ensure that the possibility of re-occurring or systemic breaches are reduced.

Full details of all SSNA compliance issues (including breaches) are retained in a central register.

Where reasonable and appropriate, this reporting may be electronically enabled to promote efficiency.

### **Compliance Education and Training**

The compliance program promotes awareness of compliance through facilitation of training and education of our people regarding SSNA's compliance program and compliance obligations. Where appropriate, training may be tailored by or for individual business units and individuals.

Where reasonable and appropriate, this training may be electronically enabled to promote efficiency.

### **Continuous Improvement**

SSNA's compliance program and compliance performance is regularly monitored, measured and reported.

SSNA's compliance program is periodically reviewed by the General Manager - Corporate Services, in consultation with the members of the Executive Leadership Team (ELT) to ensure

that the program remains efficient and effective and is appropriate to SSNA's need. Managers may make recommendations for improvement. The results of these reviews will be reported to the Management Review. This will provide the Board with a level of comfort that the Legal Compliance Framework is effective and will highlight areas within the process that can be improved.

These reviews shall be carried out in addition to internal audits.

As part of continuous improvement, this policy may be amended by Management for approval by the Board.

## **5.0 Responsibilities and Authorities**

In accordance with SSNA's Code of Conduct, it is the responsibility of all SSNA Directors and employees and all contractors working for or at SSNA sites to comply with the law, SSNA's contractual commitments and SSNA's policies and procedures.

### **The Chief Executive Officer**

The Chief Executive Officer (CEO) is accountable to the Board for ensuring implementation and management of SSNA's compliance program. Specifically, this includes ensuring a compliance culture is promoted within SSNA and our people adhere to this Compliance Policy.

### **Chief Operating Officer**

The Chief Operating Officer (COO) is responsible for the oversight of SSNA's compliance system implementation and operation.

The COO is accountable to the CEO for overseeing the compliance program to ensure:

- the ongoing effectiveness, integrity and relevance of the compliance program to SSNA's operations.
- the compliance program accords with the requirements of SSNA's Board.
- to the extent relevant, the compliance program complies with principles of good corporate governance and achieves applicable standards.
- ensuring that awareness of compliance is promoted within SSNA.
- ensuring that SSNA has appropriate systems to identify, record and communicate its compliance obligations.

- ensuring that compliance obligations contained within the SSNA Compliance Obligations Register are accurate and current.
- the active management of those compliance obligations agreed by the Board, including ensuring that appropriate controls are implemented.
- delivering (with the assistance of the Compliance and Regulatory Specialist) training and presentations to our people in relation to compliance issues.
- providing effective advice to our people on compliance matters, including how to best comply with SSNA's compliance systems.

For the avoidance of doubt, it is not the responsibility of the General Manager - Corporate Services to ensure compliance by Directors, employees, individual business units or contractors.

### **Managers**

Each Manager (or other person(s) as identified by the CEO from time to time) is accountable to the CEO for compliance obligations (both within their business units and across the Corporation) for which they are responsible. This includes:

- active management of those compliance obligations for which they are responsible.
- on-going identification, assessment, management, reporting, review and monitoring of compliance issues.
- ensuring adherence to this Compliance Policy.

Managers and Supervisors are responsible for ensuring effective implementation and maintenance of this Compliance Policy and that all our people adhere to the associated systems and guidelines.

Managers are responsible for the regular reporting of the status of controls, compliance breaches and their improvement to Executive Management.

### **Internal Auditor**

The role of the Internal Auditor is to review the adopted compliance programs against set criteria to confirm the effectiveness of the compliance controls and systems and to identify any need for improvement or change in the controls or systems.

Our people Our people have a responsibility to ensure that their activities on behalf of SSNA comply with all applicable legal and external obligations and SSNA procedures.

Our people are required to:

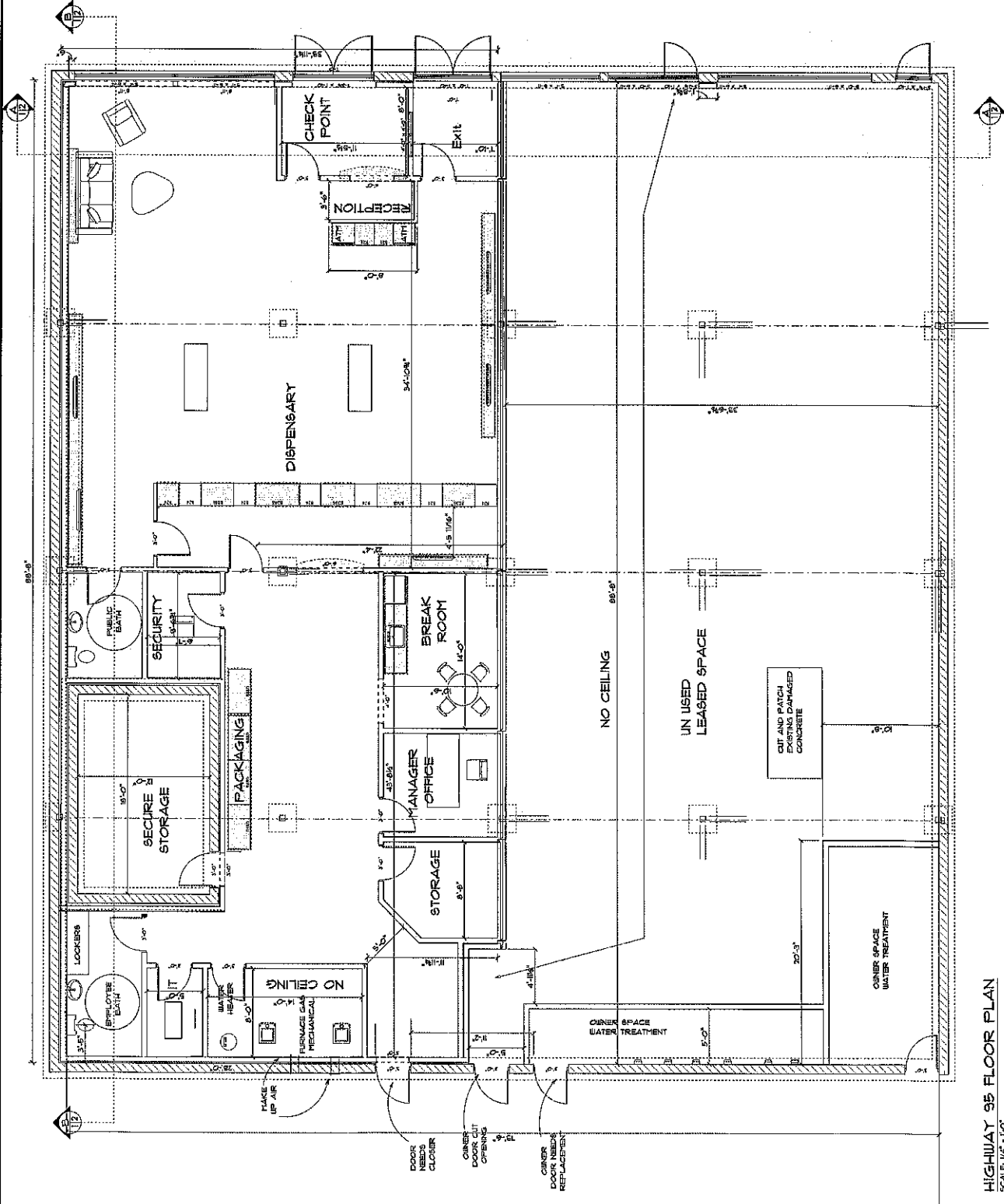
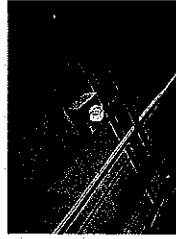
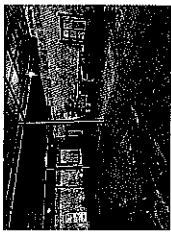
- familiarize themselves with SSNA's Compliance Policy and other policies concerning compliance with specific areas of legislation that affect their workplace activities.
- ensure that they adhere to relevant legislation and their compliance obligations.
- incorporate compliance management practices into their business units.
- perform their duties in an ethical, lawful and safe manner.
- report and escalate all compliance concerns, issues and breaches as required by the compliance program.
- undertake training in accordance with the compliance program; and • implement the practices learned in training provided by SSNA.

#### **6.0 Review and Consultation (Prior to Approval)**

This document is required to be reviewed by the Board of Directors as a minimum, every three (3) years.

#### **7.0 Communication Plan (After Approval)**

This Compliance Policy will be communicated to key stakeholders using education and training as detailed above and via Sharepoint and Email.



HIGHWAY 95 FLOOR PLAN  
 SCALE: 1/4" = 1'-0"

## HWY. 95, LLC

### Dispensary Security Plan

The Dispensary will establish and adhere to a security procedure protocol which will both conform to the rules and regulations of the state as well as our own internal requirements. We will provide additional security as needed and in a manner that is appropriate for the community in which we operate.

Due to current federal law, we will not allow armed guards inside the dispensary facility, however, we will contract with outside security companies to provide services during busy periods, and when picking up cash receipts from the dispensary. The dispensary will monitor through its camera security system our dedicated parking lot with both security personnel and cameras covering all angles of the facility. Our dispensary manager and personnel will maintain two-way contact with delivery personnel through cellular phones, and a dedicated two-way radio. The Dispensary will also have a state-of-the-art alarm system with motion detectors, window breakage alarms, panic alarms, and 24/7 monitoring by an outside security firm. All equipment will be tested at least quarterly by the security monitoring company.

The dispensary managers will be designated as “keyholders”. They will have the ability to unlock the facility, turn off the alarm, and allow employees to enter. As part of their security responsibilities, they will follow specific daily checklists regarding internal and perimeter security, periodic alarm testing, and monitoring security cameras. We will have an outside contracted compliance company run quarterly tests to ensure compliance with all facets of the operation. The dispensary security plan will detail specific emergency action responses, employee accident reporting and investigation policies, fire prevention, certain hazardous materials storage policies, and other security issues that may arise.

#### Training of Dispensary Facility Managers

Dispensary facility managers are the company’s primary interface with the public and the customers who choose to do business with us. As such they must be knowledgeable about our products, unfailingly polite, and tremendously patient with clients who are just beginning to understand the uses and effects of cannabis. Each dispensary agent will be trained in cannabis use, and the mandated requirements for customer identification, quantities of cannabis allowed over specific periods and understanding regulatory inspection and law enforcement interactions. All Dispensary facility managers will go through the state’s mandatory licensing regulations including a criminal background record check.

#### Camera and Video Security

The dispensary facility will be monitored twenty-four hours a day, every day, by closed circuit television systems and IP video capture. The IP video capture will provide on line, real time



viewing of the facility, and all areas that may be monitored by law. The resolution of each camera will be high density.

### Site Security

The Dispensary team has made security a mandatory core requirement and cornerstone of the entire facility layout, design and company culture. The primary concern is for a safe environment to all employees, customers and especially the surrounding retail neighbors. The executive team has established a detailed employee handbook and will augment these procedures with monthly and quarterly staff meetings and upgrades/revisions to the protocol. In regard to management and security of the cannabis product and currency the security design layout and layered method has been constructed in a manner that does not allow for any external threat or internal diversion.

The facility layout has specifically been designed to not allow any unauthorized access to any secure areas of the facility. The Physical barriers such as doors, walls and security glass are in addition to the electronic security measures to prevent this type of entry. Card access at all secure doors, single/double/triple authentication at high threat doorways and constant video surveillance allows the Dispensary Team the audit trail capacity to overlay door reporting with recorded or live video and decipher any/all threats.

The core portion of the security plan is the secure storage and movement of the cannabis product. These areas will be alarmed, protected by card access requirements, covered by multi-angle camera locations and have minimally dual authentication access. Certain areas will require triple authentication, such as card access, employee code entered and live retinal scan process – if all three positive interactions occur then access is granted. This layered system allows for specific audit trails for entry/exit to secure spaces with product and does not allow for exterior or interior threats.

The Dispensary security team has set as an employee protocol that each employee inside the facility MUST have a lanyard on at all times containing their company ID, their company card access key or FOB and also specific employees will have a wireless panic device. The locations of these wireless duress or silent alarm devices will change and the employees that will be required to have them will change randomly so there is no pattern to who will have these. Once pressed these fixed or devices on the employee's person will emit a silent alarm to authorities per the company flowchart for emergencies.

### Security Personnel

The Dispensary will employ/contract with licensed security personnel who specialize in providing security of commercial assets. The Dispensary has been researching firms that staff individuals which meet the specific needs of each client. There will be a security guard on duty at all times, equipped with mobile communications and functional security equipment. The guards shift change shall occur at the same time as the registered managers shift, which is ½ hour before the Dispensary Team's arrival in order to secure the premises and again ½ hour after everyone else

has left the premises. At no time shall any business be conducted without the registered Manager on the premises. Once inside, admissions and security personnel will coordinate access to visitors such as the law enforcement by providing them with a visitor badge for display/temporary use and escorting them. Licensed Owners, Members, managers, employees, contractors and other authorized personnel will sign-in and out using their magnetic controlled access card and PIN combinations as they enter or exit the facility.

**Security Access Control Designations** - Two Access Control designations have been designed to prevent diversion of all cannabis products by aggressively controlling and monitoring authorized personnel and their traffic flow throughout the Dispensary. The premises will be divided into two primary security designated areas.

**Restricted Access Designation** - The interior of the Dispensary where cannabis products, sales and inventory data, customer records and company intellectual property will be stored will not be open to the public and will be designated as restricted access areas.

- The admissions area will be the only area for ingress and egress.
- All doors will remain locked unless triggered to open by a magnetic key card.
- All doors will be connected to the alarm and video surveillance systems and have position indicators that are monitored by security and admissions staff at the main entrance.
- The facility will have magnetic key card access control systems and embedded Radio Frequency Identification Devices (RFID) in all employee badges that shall be used in conjunction with The Dispensary security systems and digital video surveillance to monitor/control personnel flow throughout the entire premises.

**Limited Access Designation** - The limited access areas are controlled areas here limited and controlled access can be granted to registered customers and other authorized personnel to allow them access to the sales area of the dispensary only. The limited access area shall only be accessed through a secure door controlled by the Check-in Aide admissions clerk. Access to this area is limited to customers, employees and owners, authorized government officials and delivery and transport personnel. Internal employee bathrooms and employee locker rooms are also designated as limited access areas. No cannabis will be allowed to be taken into the bathrooms and the bathrooms will not have video surveillance cameras. Access to the bathroom area will be monitored by staff and the on-duty security guard at all times.

**Emergency Access** - In the event of an emergency all door locking mechanisms may be overridden by the central monitoring station to allow emergency first responders access to the entire building.

**Access Controls**- Critical data assets shall be stored within the secure recording-documentation room. The computer inside these rooms will be connected to the Dispensary video recording system, and the BioTrackTHC POS - Inventory system. The door to this room will be equipped

with a magnetic card reader and keypad control devices. External backup hard drives will be kept inside of the server room. The company data risk management strategy will consist of the following measures:

**Main Building Entrance-** The main entrance leading to the Admissions area of the Dispensary will require dual authentication for entrance through both a magnetic card reader and a key code punch pad. These entrances will also be monitored by fixed focal length hemispheric cameras and will be connected to one of the NVR channels with facial recognition capabilities. The admittance area shall require Admittance personnel to authorize all persons to enter only upon verification of valid documents. Admittance shall be authorized by an electronic device that unlocks the door. The Check-In Aide admissions clerk shall remain behind the admittance window which shall be constructed of level III bullet proof glass, at all times and communicate with patrons via electronic speaker. Should any person attempt to gain access unlawfully, or attempt to coerce, attempt robbery, or any other criminal activity, the admittance clerk shall immediately sound an alarm and using the Dispensary technology, secure the person in the admittance area, pending the arrival of law enforcement. (No other persons shall be authorized access in or out of this area until law enforcement has responded and made the area safe).

**Contractors/Authorized Visitors** - Contractors or other authorized visitors shall record their identification numbers, name, address, telephone number, purpose of the visit, organization name and times in/out and be issued a Visitors-Contractors badge. The visitor will then be authorized access to the secure waiting area where personal items may be secured. Upon routine admittance, all authorized persons and contractors shall be escorted by authorized Dispensary staff. At no times shall non-employed authorized persons, visitors, or any other persons be authorized access to the Dispensary facility unless they have been signed in, demonstrated that they have a scheduled business purpose (Contractors, etc.), been issued the appropriate badge and escorted by Dispensary staff. This badge must be displayed on the upper half of the person, on the outermost garment or tethered on a lanyard and worn around the neck at all times. However, this paragraph shall not prevent members of local or state law enforcement or regulators from entering at any time as authorized by law.

**Customers** - Customers shall, upon verification of proper documentation and validation of ID, be authorized access to the secure waiting area. Controlled access to the dispensary will then be granted through a direct access door for the customer by a Dispensary Technician. The Technician shall assist the customer who will place an order for approved products on an electronic tablet. The order will be electronically sent to the on-duty manager who will validate the order, amounts, etc., to ensure the authorized daily allotment has not already been dispensed, and if authorized, send the approved order electronically to the dispensing window. The customer will pay for and acquire their purchases and upon departure from the dispensing area, show a valid receipt and purchases to the on-duty security staff member where upon validation, the customer shall immediately exit the dispensary. The Dispensary Security personnel shall have a physical presence in all public areas and they shall remain ready at all times. Under no circumstances shall

customers be authorized to loiter in the limited access areas or anywhere upon the premises or adjacent parking lots.

**Employees** - All employees entering the facility shall enter the employee secure admittance area, scan their magnetic access control card and enter a secure code on a key punch pad prior to being granted access to the interior of the dispensary. This controlled entrance area will also have duress and panic alarms on the keypads to notify law enforcement authorities of a potential robbery or unlawful entry. Employee access throughout the Dispensary is limited and based upon the employee's employment access needs to any specific area within the Dispensary.

#### Interior Security

All authorized persons must be logged in and out (name, address, telephone number, identification number, business purpose, time in/out) and that log shall be made a part of the Dispensary regular business records and kept on file for a period of at least 5 years. All visitor-contractor identification badges shall be returned to the admittance clerk upon exiting the restricted access area, who shall record the time of departure in the admittance log. Employees must possess their Dispensary issued magnetic key card and a personal, unique PIN, to enter the Dispensary and work.

All employees, contractors, customers or other persons entering the facility shall enter an admittance area and produce a current photo identification, and valid proof of customer status prior to gaining access. This identification may be in the form of an employee identification badge with a photograph (Dispensary employees only), or in the case of a customer, a valid driver license with a photograph and evidence of customer status as authorized by law. The admittance clerk shall verify the validity of such identification, or customer documents. The following procedures for admittance shall be complied with:

The admittance area shall require the admittance clerk to authorize all persons to enter only upon verification of valid documents. Admittance shall be authorized by an electronic device that unlocks the door. The admittance clerk shall remain behind the admittance window which is constructed of bullet proof glass, at all times and communicate with the patron via electronic speaker. Should any person attempt to gain access unlawfully, or attempt to coerce, attempt robbery, or any other criminal activity, the admittance clerk shall immediately sound an alarm, which will lock all doors for ingress and egress in the admittance area and leave the perpetrator in the secure admittance area, pending the arrival of law enforcement. (No other persons shall be authorized access in or out of this area until law enforcement has responded and made the area safe).

Upon admittance, all authorized visitors and contractors (non-customers) shall be moved to the security desk to be escorted by authorized Dispensary staff. The security desk shall be manned by security personnel at all times. At no times shall non-authorized persons, or any other persons be authorized access to The Dispensary facilities unless they have been signed in, demonstrated

that they have a scheduled business purpose (Contractors, etc.), been issued the appropriate badge and escorted by Dispensary staff.

**Restricted Access Areas** - Cannabis products shall only be physically located in restricted access area in an approved locked vault/case. The posting of a sign which shall state in the English language "Do Not Enter -Restricted Access Area", shall identify these areas. All rooms located within restricted access areas shall be clearly described by the posting of a sign adjacent to the door allowing access to the rooms, which shall be clearly labeled, dispensary, vault, storage, delivery, security, video, waste, tainted products, etc.

Failure of any person to properly display the appropriate badge or attempting to access unauthorized areas may constitute grounds for discipline. All restricted access areas and building facilities shall be monitored by video surveillance and alarmed and it is the policy that should an alarm sound, a designated representative shall respond within thirty 30 minutes to provide alternative security for the Alarm Site. Alarms shall not be activated for any reason other than an occurrence of an event that the Security Alarm System was intended to report.

**Limited Access Areas** - Upon entering the dispensary, customers credentials will be validated and if approved, they will be granted access to the waiting area which will be designated as a limited access area. Access to these areas will be limited to customers, staff and other authorized visitors and contractors who have been properly signed in and validated. The limited access area will also be under continuous video surveillance, be staffed with security personnel, dispensary technicians and be equipped with a complete alarm system. While within any limited access areas, all persons shall be required to display a current validated Badge. Employees shall notify security and management immediately upon observing anyone in a limited access area who is not authorized, and security shall respond immediately. The delivery area will be a secure room adjacent to the administrative office of the dispensary secured with an electronic access control device operated by a magnetic key card. This area will be designated as limited access area. The delivery area has doors that lead from the common entry area to a separate secure area which will provide an additional layer of security for deliveries and staff. Delivery and/or transport personnel will only be allowed to access the delivery area and will not be allowed access to the entire facility. The limited access areas do not provide direct access to restricted access areas where Cannabis is securely stored. As previously mentioned, access to the restricted access areas shall be on an "as needed" basis only to limited staff only.

All cannabis and anything containing cannabis shall only be physically located in limited access areas. These areas shall be identified by the posting of a sign complying with law which shall state in the English language "Do Not Enter - Limited Access Area – Access limited to Licensed owners, employees and contractors only".

While within limited access areas, all persons shall be required to display a current validated licensed employee, owner or contractor badge. Failure of any person to properly display such a license badge may constitute grounds for discipline. Employees shall notify security, the

ownership and management immediately upon observing anyone in a limited access area who is not displaying a badge, who shall respond immediately. Until arrival of security personnel, a determination shall be made as to that persons' official purpose for being in the limited access area and proximity of a licensed escort. No employee shall be required to use force to temporarily detain any person not displaying a badge, but rather shall advise the person that they are in a limited access area without the proper display of a badge and must remain for a security escort. Security personnel shall escort the person to the security desk for final determination. All employees involved will fill out a security incident report form, which shall include the date, time, description and location of perpetrator, names of others present and a brief description of what was observed. The Security incident report form shall be given to the on-duty manager for investigation and a final determination as to law enforcements response, etc. Should violence or threats be received, when possible, the clerk shall immediately notify law enforcement by duress alarm.

### Security System

**Doors** - All doors will be equipped with keyless Magnetic Key Card access control devices. The exterior points of ingress and egress, vaults and video equipment control rooms will also require authentication through a key punch keypad. These devices will trigger failsafe solenoid deadbolts, electric door-strikes, or electromagnetic locks. The access control devices will be fully integrated into the alarm system. Additionally, all doors will be equipped with magnetic position indicators. These position indicators and access control devices will be used in conjunction with the video surveillance system and RFID to track staff movement throughout the dispensary restricted access areas at all times.

**Windows** - The Dispensary is located on the main floor of the building. There are windows along one entire wall of this facility. The windows will be alarmed, have motion sensors be under video surveillance coverage at all times.

**Vault** - The Dispensary will dedicate a vault room for the storage of any and all cannabis products. The vault will remain locked at all times when not placing or removing products. The vault door and interior will remain under 24/7 video surveillance to capture all activity. Access to this vault will be restricted to those critical personnel requiring access only. The Dispensary will not keep more than \$5,000.00 cash on the premises.

### Alarms

All limited access areas and building facilities shall be alarmed and it is the policy that should an alarm sound during non-business hours a designated representative shall respond within 30 minutes to provide alternative security for the Alarm Site. Except for required functional testing, alarms shall not be activated for any reason other than an occurrence of an event that the Security Alarm System was intended to report. The alarm shall be adjusted so that an alarm signal audible on the exterior of an Alarm Site will sound for no longer than ten (10) minutes after being activated.

The Security Alarm System shall be tested once per month. Authorized Employees shall review written operating instructions for each Security Alarm System as provided by the Alarm system owners or installers. In addition to a security alarm system all entrance/exit doors and those doors providing ingress to the limited access areas shall remain locked at all times and may only be opened by the check in clerk/security. Only those staff needing to have access shall be given access through the security area via submission of their thumb print to a biometric security device and validation in the BioTrackTHC Seed to Sale system. Any employee opening a door to allow access for anyone not authorized access to that specific area, shall be terminated immediately.

The Dispensary security systems will be professionally installed to prevent diversion and ensure complete security to meet the requirements of the regulations. The aforementioned access control devices, door position indicators, and motion sensors will be integrated into a professionally installed alarm system that reports to a UL listed central monitoring, and full dispatch station. A test signal shall be transmitted to the central station every twenty-four (24) hours. The Dispensary will enter into a contract with a primary UL listed central monitoring station and a secondary (backup) UL listed central monitoring station prior to commencing operations. Control panels for the alarm systems will be installed at the security desk, at all ingress/egress points and inside of the Monitoring Room. Armored siren/strobe units will be located within the dispensary building. The locations of the security system components detailed below are detailed on the confidential floor plans and technical requirements documents attached to this Security Plan. The alarm system will also include the components listed below:

**Perimeter Alarm** - A perimeter alarm will be in operation during non-business hours and during periods of darkness. A redundant alarm system monitored by a separate, independent alarm monitoring company will also monitor the second perimeter alarm.

**Volumetric Intrusion Detection** – Every room inside of the dispensary where cannabis is kept will be equipped with volumetric intrusion detection. The Dispensary will use motion detectors, (60'x60' coverage area), and/or High Ceiling Mount motion detectors (360 degree, 60' radius coverage area). These motion detectors utilize both passive infrared and microwave emitting components.

**Duress Alarm** - Duress Alarms, or silent security alarms shall be placed at all points of ingress and egress to signal by entry of a key code, that the alarm user is being forced to turn off the system.

**Panic Alarm**- Panic Alarms will be placed on all keypads and will generate audible alarms to signal a life threatening or emergency situation requiring a law enforcement response shall be strategically placed within the facility.

**Hold-up Button** – Hold-up buttons will be located at the security desk, vault, manager's office, customer consultation booths, and inside of the Monitoring Room. If triggered these buttons will send a non-audible alert the UL listed central monitoring station which will in turn dispatch emergency services.

**Auto Voice Dialer** - Automatic voice dialers shall be strategically located throughout the facility and when activated, shall be programmed to send a prerecorded voice message over a telephone line to a law enforcement, public safety or emergency services agency requesting dispatch.

**Back Up Alarm** – The facility will have a complete, commercial back-up alarm system (as approved by the department) to detect unauthorized entry during times when no employees are present at the facility. The backup alarm company will not be the same company supplying the primary security system. Authorized Employees shall review written operating instructions for each Security Alarm System as provided by the Alarm system owners or installers. In addition to a security alarm system all doors providing ingress or egress to the restricted access areas shall have magnetic key card locks which shall remain locked at all times. Only those staff needing to have access shall be given access. Any employee opening a door to allow access to anyone not authorized access to that specific area, shall be terminated immediately.

### Customer Flow

There are weekly, monthly and quarterly business flow and logistical reviews to assess the established rules, regulations and procedures used daily by The Dispensary. In addition to these internal reviews the facility has been designed by an architectural team with specific retail specialists, pharmacy specialists and past dispensary ownership experience to establish the most efficient and secure environment for their clients.

Customers will walk up to the front entrance and be prompted through video monitor to identify themselves and present their identification. Upon the Check-In Aide verifying the customers status; they will be allowed access into the waiting room where they will be buzzed in through the security system. They will be greeted by the Check-In Aide who will verify that their purchase limit amount has not been met and will allow them to enter the dispensary department through the next security door if they are there for pick-up of pre-ordered cannabis. The Check-In Aide and Security Guard will only allow the customer to enter the department if the current customer to employee ratio within the department is one – to – one to ensure there is no loitering within the department and that they can get the attention from a staff dispensary or dispensary technician.

If the ratio of customer to technician/ staff is adequate, then customers will receive access to the dispensary department in order to speak with a dispensary or place an order with a dispensary technician. While the order is being placed, the customers will be asked to return to the waiting room where they can wait until their order is put together. They will then be called back into the department for payment and then will exit the facility.

The Security Guard and Check-in Aide will communicate with the dispensary facility manager to ensure adequate waiting room space and customer flow are managed.

### Exterior Facility Security



The Dispensary has two (2) entrances/exits with no direct means of access to the facility except through controlled access points. The exterior of the building will be equipped with adequate lighting, interior perimeter alarms and video surveillance of the exterior walls to ensure the ability to see and identify any persons in the facility 24 hours a day. Customer loitering is prohibited.

The exterior of the building shall be provided with adequate lighting to ensure the ability to see and identify any persons 24 hours a day. During non-daylight hours, the Dispensary security personnel shall randomly view external cameras around the facility to ensure its security is maintained. An hourly log shall be maintained, and every check performed shall be documented with by date, time, and initials. Any discrepancies shall be reported to management immediately and if evidence of a break-in or other physical damage, the scene shall be secured, and law enforcement officials and management shall be notified immediately. All incidents of this nature shall immediately be documented on an incident report form and reported to management.

## LEASE

THIS INDENTURE OF LEASE made this \_\_\_ day of October, 2022, by and between TRI-TOWN PLAZA, LLC, of the Town of Colchester, County of New London, and State of Connecticut, hereinafter called "Lessor", and HWY 95, LLC, of the Town of Waterford, County of New London, and State of Connecticut, hereinafter called "Lessee",

WITNESSETH

Lessor has leased and by these presents does lease unto Lessee, and Lessee has leased from Lessor, the premises, together with the improvements erected thereon, being certain premises situated in the shopping center of Lessor known as the Tri-Town Shopping Plaza, 493 Westchester Road, Route 16 and Route 149, Colchester, Connecticut, the said premises being approximately 6,723 square feet shown on the plan attached hereto as Exhibit A. Said premises are demised together with the right to use the common parking area in common with Lessor and any tenants of Lessor, either in the building of which the demised premises are a part or tenants of the Lessor in other buildings at the site.

TO HAVE AND TO HOLD the leased premises with the appurtenances to Lessee for the term beginning on the rent commencement date (hereinafter defined) and expiring ten (10) years after the rent commencement date, upon conditions and covenants as follows:

LESSEE COVENANTS THAT LESSEE:

### **(1) RENTAL PROVISIONS/CAM/TAXES**

Will pay beginning on the rent commencement date for said lease term the annual rentals triple net as set forth and summarized on Exhibit "B". Said rentals shall be payable in equal monthly installments, IN ADVANCE, on the first day of each and every calendar month, said rent to be payable at the office of the Lessor, or at such other address as Lessor shall from time to time designate by notice given to Lessee. All rent payments must be paid by check.

(a) The Lessee shall also pay an additional base annual rental as set forth on Exhibit "B" payable in equal monthly installments, IN ADVANCE on the first day of each and every calendar month, together with the monthly rental, for common area and maintenance charges. Said base annual rental shall be adjusted at the end of each lease year in the event that Lessee's proportionate share of common area and maintenance charges for the shopping center exceeds or is less than the estimated common area and maintenance charges set forth on Exhibit "B". In the event that Lessee's proportionate share of common area and maintenance charges exceeds said annual estimates for said lease year, Lessee shall pay the adjustment to the Lessor within thirty (30) days after receipt of a bill from Lessor for said adjustment. Lessee shall have the right to review Lessor's bills and records concerning common area and maintenance charges once per lease year upon thirty (30) days written notice to Lessor. No failure of the Lessor to bill the Lessee for adjustment as set forth hereunder shall operate as a waiver of the Lessor's right to be paid for said charges by the Lessee; nor shall Lessor's failure operate as an estoppel or laches against Lessor to collect said sums; nor shall Lessor's failure as aforesaid relieve the Lessee from its obligations to pay such charges at any time

hereafter. "Common area and maintenance charges" shall include real estate taxes, insurance, snow and ice removal from the common areas and roofs, including gutters and downspouts, as needed, sanding, salting, yard lighting, yard and driveway repairs, paving and curbing repairs, fire detection monitoring, landscaping maintenance and repairs, yard sweeping, trash removal from parking areas, water(including water usage, water conditioning, water testing, well drilling, maintenance and testing), maintenance and repair of drainage and utilities, detention basins, if any, septic system pumping and repair and maintenance, and management of the plaza all relative to the parking lot and common areas of the shopping center. "Common area and maintenance charges" shall not include charges for refuse collection services, it being specifically understood that the Lessee will provide its own refuse disposal unit separately contracted by and billed to Lessee.

## **(2) LESSEE'S PROPORTIONATE SHARE/RENT COMMENCEMENT**

For the purposes of this lease, the phrase "Lessee's proportionate share" when used in any paragraph of this lease, shall be determined by multiplying the amount of any said charge, where applicable, by the Lessee's fraction, the numerator of which shall be the total square feet floor area demised to the Lessee(6,723 square feet), and the denominator of which shall be the total square feet of rentable floor area in the entire shopping center of the Lessor(29,300 square feet). Lessee's proportionate share is 22.95%. For purposes of this lease, the term "rent commencement date" shall mean the date that is the earlier of (a) ninety (120) days after Lessor delivers possession the premises to Lessee, or (b) the day that Lessee opens its business. Delivery of Possession shall mean the date that the Lessor delivers possession of the premises to the Lessee. However, Lessor shall not deliver possession until it is satisfied that the Lessee has obtained all local, state, and/or federal licenses, site plan and zoning approvals(without appeals having been taken from any such approvals) to operate its business as an adult use marijuana dispensary. (the "Delivery Date") Lessor and Lessee agree to execute a short form agreement establishing the delivery of possession date and the rent commencement date no later than thirty (30) days after rent commencement date occurs.

## **(3) LESSEE'S USE**

Will use the leased premises as and for the conduct of an adult use marijuana dispensary as permitted by and in compliance with all local, state and federal laws, rules and regulations applicable to such use in approximately half of the lease space. The remaining lease space is reserved for expansion of or for another use to be determined later. The Lessee shall not sell any product in or from the Premises that is not permitted by law, nor shall the Lessee be permitted to conduct samplings of products on the premises.

## **(4) LESSEE'S OBLIGATIONS/DEMISED PREMISES/SECURITY**

Will make all Lessee's improvements as set forth on Exhibit 'B', and will take good care of the interior demised premises, reasonable wear and tear excepted.

In addition, Lessee shall be required to provide its own security on the premises to prevent theft, illegal activity, and protection of the other tenants in the shopping center.

**(5) LESSEE'S UTILITES OBLIGATIONS**

Will heat the leased premises at its own cost and expense and will pay, when due, all charges for gas, electricity, and other utilities used therein.

**(6) LESSEE'S REPAIR OBLIGATIONS**

Will, at Lessee's own cost and expense, make all necessary improvements and repairs, EXCEPT such repairs as are required to be made by the Lessor pursuant to this lease.

**(7) LESSEE'S OBLIGATIONS/END OF TERM**

Will at the end, expiration or other termination of the term hereby granted, or any extension thereof, deliver up the demised premises in as good order and condition as they were at the commencement of said term, reasonable wear and tear excepted.

**(8) REMOVAL OF FIXTURES, ETC.**

Will remove all goods and effects from the leased premises at the termination of this lease.

**(9) LESSEE'S IMPROVEMENT OBLIGATIONS**

Lessee will be responsible for its own initial buildout and improvements to the Premises at its sole cost and expense as set forth on Exhibit C (labeled "Lessee's Work") and will require no improvements from the Lessor, it being understood that the premises are being delivered by Lessor in "AS-IS" and broom clean condition.

**(10) LESSEE'S COMPLIANCE WITH LAWS**

Lessee will comply with all statutes, ordinances, rules, orders, regulations, or requirements of the federal, state and local governments and of any and all their departments and bureaus regarding and concerning Lessee's use of the premises, and will comply with all of the municipal ordinances, rules, and regulations, including but not limited to, all zoning and health code requirements, and will comply with all laws and regulations governing the use and conduct of its business, and will defend and save Lessor harmless from and indemnify Lessor against all liabilities and losses from all fines, penalties, claims, causes of action, injuries of damage to persons or property, and costs, including reasonable attorney's fees, for Lessee's violations of or non-compliance with the same.

**(11) LESSEE'S COMPLIANCE WITH FIRE LAWS**

Will comply with and execute all rules, orders and regulations of the Board of Fire Underwriters.

**(12) INDEMNIFICATION OF LESSOR/INSURANCE**

Will defend and save Lessor harmless of and from and indemnified against all loss, damage, injury, and liability, including liquor liability and dram shop liability,( including liability arising out its sale of marijuana and related products to any person) , to or by any person, and any agent, servant or employee of Lessee, or to any property, or expense, occasioned by Lessee's negligence, or the negligence of the Lessee's agents, servants and employees in the use and occupancy of the leased premises, or by the leaking or bursting or falling or obstruction of pipes, traps, drains, taps, , or any other thing, or by the use or escape of gas, water, electricity, steam, rain, ice, snow, or any other substance natural or manufactured, or by the use of lights, grating, covers, tanks, or arising from any sign or thing owned by or controlled by Lessee, or from any act, omission to act or negligence of Lessee or Lessee's servants or agents. Lessee hereby agrees to take out and pay for insurance with public liability limits of not less than \$2,000,000 and property damage limits of not less than \$1,000,000 by the terms of which Lessor will be defended, saved harmless of and from, and indemnified against all of the above referenced liabilities, (including liability arising from the Lessee's sale of marijuana and related products on or from the premises or within the shopping center), losses, claims and occurrences and will furnish Lessor with a copy of the insurance policy and certificate of said insurance, and will name Lessor, or any other person or entity that Lessor may from time to time designate, as an additional insured. Said policy of insurance shall provide that it may not be canceled without reasonable advance notice of such cancellation given to the Lessor by the insurance carrier. In addition, the Lessee shall carry casualty insurance with losses payable to the Lessor or any other person or entity the Lessor may designate from time to time, for loss or damage to the presently existing (prior to Lessee's occupation) interior improvements and to any other buildings, structures, and improvements from time to time constituting a part of the premises, such as may result from fire, or other casualty as are normally covered by "extended coverage" endorsements, such casualty or property insurance to be in an amount equal to the replacement cost of the improvements and any other buildings, structures or improvements from time to time constituting a part of the premises. Lessee's failure to provide adequate insurance as required under this paragraph shall be deemed a material default under this lease

**(13) INSURANCE INCREASES**

If at any time subsequent to the commencement of this lease, there is any increase in insurance rates on any insurance policies carried by the Lessor or the Lessee on the shopping center or the demised premises, and such increases are caused or attributable

to the Lessee's manner of use and occupancy of said premises, deliberate acts, negligence, or failure to maintain the demised premises in a reasonably safe and orderly condition, then any increase or addition to premiums resulting therefrom shall be paid by the Lessee to the Lessor as additional rent within thirty (30) days after the Lessor presents bills evidencing such increase in premiums and rates.

**(14) DAMAGE TO GLASS**

Will, in case of damage or any cracks to the glass in the leased premises, cause said damage to be repaired, as speedily as possible, at Lessee's own cost and expense. If the Lessee fails to repair said glass as provided herein, upon reasonable notice to the Lessee, the Lessor shall have the right to make such repairs as he deems necessary and shall bill the Lessee for the cost of said repairs. Such costs under this paragraph shall be deemed as additional rent.

**(15) ASSIGNMENT/SUBLETTING**

Will not assign, or underlet the premises hereby leased, or any part thereof, without first obtaining the permission, in writing, of Lessor in each instance, provided that such permission, if given, shall not relieve Lessee of Lessee's obligations under this lease. Such permission will not be unreasonably withheld or delayed. Any assignment or subletting shall not relieve Lessee of its obligations hereunder; and the Lessee shall remain primarily liable hereunder. NOTWITHSTANDING THE ABOVE, the Lessee may not assign or sublet the premises to any tenant whose use conflicts with any then existing retail use or other lease within the shopping center. Any assignment or subletting by Lessee in violation of this paragraph shall be deemed null and void.

**(16) ALTERATION/RESTORATION OBLIGATIONS**

Will make no addition or structural alteration in the leased premises, or the building the premises are located in, without the written consent of Lessor in each instance; which consent shall not be unreasonably withheld, and, if such consent is given, Lessee will, at the termination of the lease, or when Lessee shall no longer make use of the alteration, addition or hole, restore the premises to their original condition. NOTWITHSTANDING THE ABOVE, the Lessee shall have the right to install such trade fixtures as the Lessee requires to conduct its business.

**(17) LESSEE'S MAINTENANCE**

Will keep good, with material of the same kind and quality as that which may be injured or broken, all pipes, faucets, fixtures, apparatus, doors and gates on the leased premises unless the same be damaged by fire, Lessor hereby acknowledging that the premises are now in good order.

**(18) LESSEE'S DRAINS**

Will empty and clean the drains, traps, and sewer pipes within the interior demised premises and keep and leave the same in good working order.

**(19) LESSEE'S OBLIGATIONS/STORAGE, SIDEWALKS, ETC**

Will keep storage space, passageways, hallways and any unloading platforms, and ramps leading thereto, and all sidewalks immediately adjacent to the building clean and free from debris.

**(20) NOXIOUS FUMES OR ODORS**

The Lessee shall take all reasonable measures to prevent the odor of marijuana and any related products from emanating from the premises into the shopping center and any tenant spaces therein.

**(21) LEGAL FEES**

If the Lessor commences any legal action against the Lessee to enforce any right, covenant, promise, condition or obligation hereunder, then the Lessor in such action shall be entitled to recover from the Lessee as part of any court judgment or settlement its court costs and reasonable attorney's fees incurred in prosecuting said action.

**(22) PEST CONTROL**

Will keep the interior premises and the dumpster or other refuse collection receptacle serving the demised premises free at all times from insects, mice, rodents, and vermin.

**(23) SIGNAGE/SIDEWALKS**

Will not display any merchandise or sign on the sidewalks or approaches abutting the building in which the leased premises are located without Lessor's written permission.

**(24) SIGNAGE/BUILDING**

Lessee will not place any placard or sign upon the said building except such and in such place and name as shall have been first approved by Lessor, which approval will not be unreasonably withheld, and the local zoning authority, in writing, and will not hinder or prevent Lessor from removing any placard or sign not approved or affixed as herein provided

**(25) HVAC SYSTEM**

Lessee will maintain, repair and replace the HVAC system as needed at its own cost and expense during the term of the lease, or any extensions thereof, it being expressly understood by the parties that any replacement or additions to said equipment shall become the property of the Lessor. Lessee shall pay for and have in full force and effect during the term of this lease a service contract with a reputable commercial heating and air conditioning contractor for the purposes herein described and shall provide Lessor with a copy of said contract.

**(26) REMOVAL OF ICE, SNOW, ETC.**

Will promptly remove from the sidewalks immediately adjacent to the premises and approaches thereto all ice, snow and debris, it being understood that the Lessor will repair or replace said sidewalks as needed.

**(27) INTENTIONALLY DELETED**

**(28) NO OFFSET RIGHTS**

Will not offset the payment of rentals against any claim it may have against Lessor arising under this lease and hereby agrees to waive any right to such offsets. Notwithstanding the foregoing, Lessee hereby reserves its rights to resort to any other remedies for any breach of any covenant of this lease not otherwise waived herein under state or federal laws.

**(29) LESSEE'S INDEMNIFICATION/INSURANCE COVERAGE**

INTENTIONALLY DELETED

LESSOR EXPRESSLY RESERVES AND SHALL HAVE THE RIGHT, BY LESSORS' AGENTS AND SERVANTS, TO:

**(30) LESSOR'S RIGHT OF ENTRY**

During the last twelve (12) months of the lease, or any extension thereof, enter into and upon the demised premises, or any part thereof, at all reasonable times (and after prior notice) for the purpose of viewing the same and for showing the same to other parties for purposes of reletting the same. Any entrance including for viewing must comply with all state laws and regulations and may not be done without Lessee Security being present.

**(31) LESSOR'S RIGHT TO OFFER FOR RENT**

Affix, at any time within three (3) months next before the expiration of the said term, to any suitable exterior part of the said premises, a notice of offering said premises for



rent, or the said building for sale, and to keep the same so affixed without hindrance or molestation.

(32) **INTENTIONALLY DELETED**

(33) **LESSOR'S RIGHTS/ADJOINING PREMISES**

Lessor shall have the right, upon reasonable notice to the Lessee, to enter the demised premises for purposes of passing through utility and other lines for service to the adjoining premises so long as the Lessor does not unreasonably interfere with the conduct of the Lessee's business and Lessor is accompanied by Lessee Security.

(34) **LESSOR'S RIGHTS/ALTERATIONS AND ADDITIONS**

Lessor shall have the right to make alterations or additions, to the building; or to carry on such operations and erect such structures in proximity to the leased premises, including the windows and doors thereof, without Lessee's approval of said alterations or addition. Such alterations or additions shall be performed in such a manner as not to interfere with the conduct of the Lessee's business and be done in compliance of all State and Local laws and regulations.

LESSOR AND LESSEE MUTUALLY AGREE THAT:

(35) **DESTRUCTION/CONDEMNATION OF PREMISES**

If the leased premises, or any part thereof, and/or the whole or any part of the shopping center of which they are a part, shall be substantially damaged by fire, casualty, or the elements, or shall be taken in condemnation proceedings, or by any right of eminent domain, or for any public or quasi-public use, then this lease and the said term may be terminated by the Lessor or by the Lessee; and, if neither party so elects, then, in case of such taking or destruction or damage, which render the demised premises, or any part thereof, unfit for occupation, a just proportion of the rent hereinbefore reserved, according to the nature and extent of the injury sustained by the leased premises, shall be suspended or abated until the leased premises shall have been put in proper condition for such occupation. In the event of a taking or condemnation of the whole or part of the demised premises, a substantial portion of the shopping center, or a substantial portion of the parking areas included therein under the power of eminent domain by any public, quasi-public or private authority, the Lessor or the Lessee shall have the right to terminate this lease and declare the same null and void, and the Lessee shall not have the right to make any claim for loss of leasehold interest, or to make any claim for payment of any leasehold improvements, alterations or fixtures made part of the land or building. The Lessor shall be entitled to all payments or awards for any taking or condemnation, except for Lessee's right to receive payment for loss of Lessee's removable trade fixtures and equipment. For the purposes of this paragraph, the terms "substantial damage" or "substantial portion" shall be deemed to mean 60% or more of the described property.

**(36) LESSEE'S HOLDOVER**

Any statute, law, custom or practice to the contrary notwithstanding, this lease, and the term hereby granted, shall in any event terminate, expire and come to an end on the date hereinbefore first specified for the termination thereof, without notice of any kind from either party to the other, and, if Lessee holds over after said date, it shall be a month-to-month lease only, and in such event, the monthly rental shall be twice the amount of the amount of the monthly rent in effect at the time of the holdover.

**(37) NOTICES**

Whenever in this lease it is provided that notice shall be given to or served upon either of the parties by the other, and whenever either of the parties shall desire to give to or serve upon the other, any notice with respect to this lease or the leased premises, each such notice shall be in writing and, any law or statute to the contrary notwithstanding, shall not be effective for any purpose UNLESS the same shall be given or served as follows: if given or served by Lessor, by the personal service thereof upon the Lessee or by registered or certified mail, return receipt requested, addressed to: HWY 95, LLC, 65 Boston Post Road, Waterford, Connecticut 06385, or at such other address as Lessee may from time to time designate by written notice given to Lessor; and, if given or served by Lessee, by personal service thereof upon the Lessor or by mailing the same to Lessor by registered or certified mail, return receipt requested, addressed to Loren J. Andreo, Jr. Andreo Family Enterprises, 4 Main Street, East Hartford, Connecticut 06118, with a copy to: Thomas P. Moriarty, Moriarty, Paetzold & Sherwood, 2230 Main Street, Glastonbury, CT 06033, or at such other address as Lessor may from time to time designate by written notice given to Lessee. No waiver by Lessor or by Lessee of the provisions of this paragraph 37 with respect to the giving or service of any given notice shall constitute a waiver of any of the provisions of this paragraph with respect to the giving or service of any previous or subsequent notice.

**(38) ABANDONMENT OF PREMISES**

If Lessee shall vacate the leased premises during the life of this lease, Lessor may, at Lessor's option, without terminating this lease, enter the leased premises and relet the same or any part thereof for such rent and upon such reasonable terms as Lessor shall approve; and, if a sufficient sum shall not be thus realized monthly (after paying the expenses of such reletting and of collecting the rent and all expenses which should be borne and paid by Lessee under this lease) to satisfy the total monthly rent above provided to be paid by Lessee, then Lessee shall pay such deficiency monthly on demand.

**(39) LESSOR'S REMEDIES UPON DEFAULT**

These presents are upon the express condition that, if Lessee shall default in the payment of the rents reserved hereunder by failing to pay the same when any of the same shall become due and payable, and shall fail to cure the rent default within ten (10) days after Lessor ends a written notice of default, or, if Lessee shall default in any of the other covenants and agreements herein contained to be kept and fulfilled by Lessee and after receiving written notice of such default from Lessor, shall fail within thirty (30) days from the receipt of such notice to take action to remedy such default and to continue such action to remedy such default to conclusion with reasonable diligence, or, if Lessee shall be declared insolvent or adjudicated a bankrupt, or if a receiver shall be appointed for his business or his assets and the appointment of such receiver shall be vacated within sixty (60) days after such appointment, or if Lessee shall make an assignment for the benefit of his creditors, or if Lessee's interest herein shall be sold under execution, then and forthwith thereafter, Lessor shall have the right at his option and without prejudice to his rights hereunder, to terminate Lessee's right to possession and to re-enter and take possession of said premises and expel Lessee and those claiming under him and remove his effects (forcibly, if necessary) without being deemed in any manner guilty of trespass or forcible entry, Lessee hereby waiving his rights under the laws relating to summary process, and such re-entry and taking possession shall terminate the right of possession of Lessee under said lease, but shall not limit any other rights and remedies which Lessor may have as a result of Lessee's breach of any covenant or agreement hereunder.

Any payment of rent or additional rent hereunder that is received fifteen days after its due shall require the Lessee to pay a five per cent penalty on each such late payment.

Lessee agrees that after default made in any of the covenants and agreements by him to be performed, the acceptance of rent by Lessor and failure to re-enter and take possession by Lessor shall not be deemed a waiver of Lessor's right to otherwise terminate Lessee's right of possession under said lease, and Lessor may take steps to terminate Lessee's right of possession hereunder as though no rent had been accepted after default, and Lessee further waives demands and notices of every description and kind, which were it not for this waiver, might otherwise be necessary to obtain possession of said premises. In the event that the Lessor terminates said lease on account of a default by Lessee hereunder, such termination shall not be deemed a waiver of Lessor's right to collect from Lessee all damages from Lessee, including loss of rents set forth hereunder. Lessee further agrees that any remedy exercised by Lessor hereunder shall in no way limit any other right to remedy which Lessor may have or choose to exercise hereunder.

**(40) GENDER**

That, in construing this indenture, feminine or neuter pronouns or nouns shall be substituted for those of masculine form and vice versa, and the plural for singular, and singular for plural in any place in which the context may require.

**(41) SUCCESSORS**

The terms "Lessor" and "Lessee" shall be deemed to also include the respective heirs, successors, legal representatives and assigns of the parties hereto.

**(42) SHORT FORM OF LEASE**

Upon request by Lessee, Lessor and Lessee shall execute a short form of lease for recording purposes which short form shall be subject to the approval of the attorneys for the parties hereto.

**(43) FORCE MAJEURE**

In any case where either party hereto is required to do any act, the time for the performance hereof shall be extended by a period equal to any delay caused by or resulting from Act of God, war, civil commotion, pandemics, fire or other casualty, labor difficulties, shortages or labor, materials or equipment, government regulations or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time, or a "reasonable time." Notwithstanding the above, the time for payment of rent shall not be extended by any force majeure event.

**(44) IMPROVEMENTS PROPERTY OF LESSOR**

All alterations, additions and improvements in or upon the demised premises or the building in which the leased premises are located, made by either party, shall become the property of Lessor and shall remain upon and be surrendered with the leased premises as a part thereof at the termination or other expiration of the term hereby granted. Lessee shall have the right to remove its trade fixtures providing Lessee shall restore the premises to the original condition.

**(45) LESSOR'S REPAIR OBLIGATIONS**

Lessor further covenants and agrees with Lessee that Lessor will keep and maintain in good repair, at its own cost and expense, the structure of the building of which the leased premises are a part, including the roof, exterior walls, all exterior service pipes and mains which service the leased premises, gutters, downspouts, sidewalks, curbs; BUT Lessor shall not be obligated to make any repairs necessitated as a result of the negligence of Lessee, his agents, employees, subtenants, licensees, customers or concessionaires; nor shall Lessor be obligated to repair any doors.

**(46) QUIET ENJOYMENT**

Lessee shall have peaceful and uninterrupted possession of the leased premises during the term of this lease, PROVIDED Lessee pays the rentals and performs all the covenants, agreements and conditions of this lease to be kept and performed by Lessee.

**(47) LESSOR'S OBLIG./REAL ESTATE & OTHER TAXES**

Lessor will pay, when due, all taxes, assessments and other charges which may be assessed against the land and building of which the leased premises are a part. NOTWITHSTANDING THE ABOVE, the Lessor shall pay the real estate taxes on said building directly to the Town of Colchester upon receipt of the tax bill from Lessor. Lessor, HOWEVER, shall have the right to defer such payment or payments if Lessor takes appropriate legal action to contest the validity or amount of such tax, assessment or other charge, PROVIDED that neither the premises nor the lien of such tax, assessment or other charge be meanwhile advertised for sale because of such nonpayment. If, in violation of this provision, Lessor shall fail to pay or discharge any such tax, assessment or other charge when due, or fail to take appropriate legal action to defer the payment of the same, Lessee may (but shall not be obligated to) pay or discharge the same, and the amount so paid by Lessee, including all interest and penalties connected therewith, shall be repaid by Lessor on demand; and for all purposes under this lease and in any dispute between the parties hereto, any receipt showing the payment of such tax, assessment or other charge (while no action to defer payment of the same is pending), signed by a public official authorized to give similar receipts shall be conclusive evidence to Lessor that the amount of such payment was due and payable, and that such tax, assessment or other charge was a valid and existing lien on the premises at the time of such payment. Notwithstanding Paragraph (28), if Lessor shall fail to reimburse Lessee for any such payment, the amount thereof may be deducted from any rent which shall thereafter become payable hereunder until Lessee shall have been reimbursed in full.

**(48) FLOOD LIGHTING/PARKING ACCESS**

Lessor agrees to maintain flood lighting installations for the parking area and will take care of maintenance of the same. Lessor will also take care of illuminating the parking area during normal store business hours for the shopping area. For the purposes of Lessee's business, the Lessor agrees to keep the parking areas illuminated until 11:00 P.M. every night, subject to any municipal or governmental regulations or limitation.

**(49) EMPLOYEE PARKING**

Lessor reserves the right to designate a portion of the common parking area for use as a parking area for employees of the occupants of the stores in the building. Lessor and Lessee agree to use reasonable diligence to see that all employees of Lessee park their motor vehicles within the area or areas designated for such employees parking.

**(50) SUBORDINATION/NONDISTURBANCE**

This lease is executed and delivered by the Lessor and acknowledged by Lessee subject and subordinate at all times to any and all banking, insurance company, or lending institution mortgages covering the premises in which the leased premises are located, now or hereafter of record, and the Lessee agrees, at the request of the Lessor or any

such mortgagee or lender, to execute any instruments, including a subordination, recognition and attornment agreement, and provide such financial information as may be required to carry out the provisions of this paragraph. Lessor reserves the right to sell, transfer or assign this lease at any time to any other person, firm or corporation.

**(51) SIDEWALKS/ADJACENT TO PREMISES**

Lessee agrees to keep the premises under its control, including the walks adjacent to the premises, clean and free from rubbish, dirt, trash, and papers at all times and shall store all trash, garbage and rubbish within the leased premises or in its dumpster outside the premises, and arrange for pickup and disposition of such at Lessee's own expense. Lessee shall not burn any rubbish, garbage or papers in or about the building. Lessee shall at its own cost and expense provide for daily pickup and remove from the parking area such rubbish and debris as shall be thrown on the parking area by customers of the Lessee. Lessee further agrees to keep all loading and receiving areas, ramps, and all dumpster areas, whether any be in front of or in the rear of its store premises, free from all rubbish, dirt, trash, papers and debris at all times.

**(52) NEW/ADDITIONAL TAXES**

If, during the term of this lease, any new or additional taxes, charges, fees or assessments are imposed, assessed or levied upon the shopping center, or upon any of the rents and/or covenants contained in this lease(excluding an income tax), or upon the demised premises, by any federal, state or municipal, political subdivision, body or agency, which the Lessor becomes obligated to pay pursuant to any law, statute, regulation, ordinance or rule, then the Lessee shall pay as additional rent when due its proportionate share of any such new taxes, charges, fees or assessments to the Lessor within thirty (30) days after Lessor has presented to Lessee a bill for the same.

**(53) ENVIRONMENTAL**

The Lessee represents and warrants that it will not use, store or dispose of any hazardous materials in the premises or the shopping center. If the Lessee causes any hazardous materials to be stored, used or disposed of on the premises or in the shopping center, then the Lessee shall remove the same, in compliance with all applicable laws, and at Lessee's sole cost and expense; and Lessee agrees to defend, indemnify and hold the Lessor harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorney's fees) which the Lessor may suffer as a result of any claim, suit, order, or action regarding any such hazardous materials (whether alleged or real) caused by Lessee, its agents or servants, and/or regarding the removal and clean-up of the same, and the restoration of the land and buildings thereon. To the best of Lessor's knowledge, the demised premises are free from any contamination by hazardous materials at present.

For the purposes of this paragraph, the term "hazardous materials" shall include, without limitation, substances defined as "hazardous substances", "hazardous materials"

or "toxic substances", in any applicable federal law, any applicable state law, and/or any rules or regulations adopted or promulgated pursuant to any of said laws; including, but not limited to, all hazardous substances listed at 40 C.F.R. 302.1 and CERCLA, and all contaminants and pollutants referenced in any state statute applicable to the premises.

**(54) ADA**

The Lessee shall maintain and operate the demised premises in accordance with the Americans With Disabilities Act and shall follow the laws, rules and regulations of any state or federal agency charged with enforcing and administering the provisions of said Act. The Lessee shall defend, hold harmless and indemnify the Lessor against any losses, claims, suits, demands, orders, or other liabilities arising from the Lessee's violation of any provisions of the Act. The Lessor shall maintain the shopping center in which the demised premises is a part in compliance with the Americans With Disabilities Act and shall hold harmless and indemnify the Lessee against any losses, claims, suits, demands, orders, or other liabilities arising from Lessor's violation of any provision of the Act.

**(55) LEASE OPTION(S)/RENTALS**

If, at the expiration of the term of this lease, Lessee shall not be in default of any of the covenants, terms, conditions and agreements herein, Lessee shall have the option to extend this lease for an additional term of five (5) years, PROVIDED, Lessee shall give written notice, by registered or certified mail, return receipt requested, to Lessor of its exercise of said option at least nine (9) months prior to the date fixed for the expiration of the original term hereof, and thereupon, without the execution of any further instruments, the term of this lease shall be automatically extended for said five (5) years upon the same terms and conditions as are herein set forth EXCEPT that the rentals shall be as set forth on Exhibit "B"

(i) For the same five (5) years of the extension period, the Lessee shall also pay an additional base annual rental as set forth herein and on Exhibit "B".

If, at the expiration of the extended term of this lease, Lessee shall not be in default of any of the covenants, terms, conditions and agreements herein, Lessee shall have the option to extend this lease for an another additional term of five (5) years, PROVIDED, Lessee shall give written notice, by registered or certified mail, return receipt requested, to Lessor of its exercise of said option at least nine (9) months prior to the date fixed for the expiration of the original term as previously extended, and thereupon, without the execution of any further instruments, the term of this lease shall be automatically extended for another said five (5) years upon the same terms and conditions as are herein set forth EXCEPT that the rentals shall be as set forth on Exhibit "B"

(i) For the same five (5) years of the second extension period, the Lessee shall also pay an additional base annual rental as set forth herein and on Exhibit "B".

#### **(56) INDEMNITY FOR MECHANIC'S LIENS**

During the term of this lease, and any extensions thereof, the Lessee shall keep the premises and land and buildings of which the demised premises are a part free and clear of any liens, and shall defend, hold harmless and indemnify Lessor from all causes of actions, liabilities and losses, including court costs, interest and attorney's fees resulting from the filing of any mechanics' or other liens attributable to the Lessee's construction improvements, use and operations of said premises.

#### **(57) NO WAIVER OF BREACH**

No failure by Lessor to insist upon the strict performance of any agreement, term, covenant, promise or condition hereunder, or to exercise any right or remedy as a consequence of any breach by Lessee hereunder, and no acceptance of full or partial rent hereunder, shall constitute a waiver of any such breach, or subsequent breach, or of any such agreement, term, covenant, promise or condition to be kept by Lessee hereunder. No agreement, term, covenant, promise or condition to be performed or to be kept by Lessee hereunder, and breach thereof, shall be waived, altered or modified except by a written instrument executed by Lessor. No waiver of any breach shall affect or otherwise alter this lease; and each and every agreement, term, covenant, promise and condition hereunder shall continue in full force and effect with respect to any other then existing or subsequent breach hereunder.

#### **(58) SEVERABILITY OF COVENANTS**

In the event that any covenant, term, promise or condition of this lease is determined by a court of competent jurisdiction to be either illegal, unenforceable or otherwise unenforceable, said ruling shall not void this lease or any of the other covenants, promises, terms and conditions hereunder, and said lease shall remain in full force and effect and shall continue to be binding upon the parties hereto.

#### **(60) ESTOPPEL CERTIFICATES**

Lessor and Lessee agree from time to time, but no more than twice in any calendar year, upon request of either party, to execute, acknowledge and deliver an estoppel certificate to the other in form acceptable to their respective lenders or mortgagees.

#### **(61) REAL ESTATE BROKERS**

Lessor and Lessee acknowledge that Rick Ziff is the only broker involved in this transaction and the Lessor shall compensate the broker under a separate agreement between broker and Lessor. Both parties agree to hold harmless and indemnify the other from any other claims for real estate commissions from any other broker with whom the indemnifying party dealt.



**(62) PREJUDGMENT REMEDY**

THE LESSEE ACKNOWLEDGES THAT THIS LEASE IS A COMMERCIAL TRANSACTION AND EXPRESSLY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CONNECTICUT GENERAL STATUTES SECTIONS 52-278a THROUGH SECTIONS 52-278g AS AMENDED FROM TIME TO TIME PRIOR TO THE ISSUANCE OF A WRIT FOR A PREJUDGMENT REMEDY.

**(63) CHOICE OF LAW**

This Lease is made under and shall be construed in accordance with the laws of the State of Connecticut; and in the event either party shall initiate litigation to seek enforcement of the terms, covenants and conditions hereunder, the parties consent to the jurisdiction of the State of Connecticut, or any other court having jurisdiction.

**(64) SECURITY DEPOSIT/FIRST MONTHS' RENT**

Upon execution of this lease by Lessee, Lessee agrees to pay to Lessor the first months' rent in the sum of SEVEN THOUSAND AND THREE DOLLARS AND 13/100\_(\$7,003.13)Dollars. In addition, Lessee agrees to deposit with Lessor the sum of FOURTEEN THOUSAND SIX DOLLARS AND 26/100CENTS (\$14,006.26) as security for the faithful performance of Lessee's covenants, promises and obligations hereunder. In the event of any default by Lessee hereunder, Lessee shall have the right to apply the security toward the cure of said default. Upon execution of said Lease by Lessee, Lessee agrees to provide to Lessor financial statements of Lessee, or any entities or individuals guaranteeing the Lessee's faithful performance of all the terms, covenants, promises and conditions of this lease. Said statements shall be prepared by a certified public accountant.

**(65) LEASE CONTINGENCIES**

(a) This lease is contingent upon the Lessee obtaining all governmental approvals, licenses and permits for the operation of an Adult Use Marijuana Dispensary. If the Town of Colchester enacts an ordinance and zoning law that allows an Adult Use Marijuana Dispensary within the Town, then Lessee covenants to make prompt, diligent and commercially reasonable efforts to obtain all permits, licenses and approvals to operate an Adult Use Marijuana Dispensary at the premises ("Lessee Approvals"). If the Lessee is unable to obtain Lessee's Approvals within six months from the effective date of the lease, three hundred sixty (360) days from the effective date of the lease,("Lessee Approvals Date") then either party may terminate this lease upon thirty days' written notice to the other unless before the termination date the Lessee does obtain Lessee's Approvals in which case the Lease shall remain in full force and effect.

The Lessor shall have no obligation to deliver possession to the Lessee until Lessee has obtained all of Lessee's Approvals to the satisfaction of the Lessor.

(66) INTENTIONALLY DELETED

**(67) LESSOR'S RIGHT TO TERMINATE THE LEASE**

. If, at any time during the term of this lease, or any extensions thereof, any federal or state law enforcement agency advises the Lessor that the Lessee's use is illegal and could subject the Lessor to criminal liability for allowing such use within the Shopping Center, the the Lessor shall inform the Lessee of the same in writing, and the Lessor shall have the right and option of terminating the Lease upon written notice to Lessee, and Lessee shall vacate the premises immediately thereafter

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals, and to duplicates of same tenor and date, on the date and year first above written.

Signed, Sealed and Delivered  
in the presence of:

\_\_\_\_\_

Tri-Town Plaza, LLC-Lessor

\_\_\_\_\_

By \_\_\_\_\_  
Loren J. Andreo, Jr., its Manager

\_\_\_\_\_

HWY 95, LLC-Lessee

\_\_\_\_\_

By \_\_\_\_\_

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF HARTFORD )

Personally Appeared, Loren J. Andreo, Jr., Manager of Tri-Town Plaza, LLC, Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of the company, before me.

\_\_\_\_\_  
Commr. of Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT )  
 ) ss:  
COUNTY OF HARTFORD )

Personally Appeared, \_\_\_\_\_, Manager of HWY 95, LLC, Signer and Sealer of the foregoing instrument and acknowledged the same to be his free act and deed, and the free act and deed of the company, before me.

\_\_\_\_\_  
Commr. of Superior Court  
Notary Public  
My Commission Expires:

**EXHIBIT "A"**  
**FLOOR PLAN**

**First Draft Being Completed**

**EXHIBIT "B"**

**RENTAL SCHEDULE**

<u>YEARS</u> <u>RENT)</u>	<u>MONTHLY</u>	<u>ANNUAL</u>	<u>EST CAM, INS.&amp;TAXES(\$4.00 PSF)</u>
1	\$7,003.13	\$84,037.50	\$2,241.00/Monthly
2.	\$7,143.19	\$85,718.25	
3	\$7,286.05	\$87,432.62	
4	\$7,431.77	\$89,181.27	
5	\$7,580.41	\$90,964.90	
6	\$7,732.02	\$92,784.29	
7	\$7,886.66	\$94,639.97	
8	\$8,044.40	\$96,532.77	
9	\$8,205.29	\$98,463.43	
10	\$8,369.39	\$100,432.70	

**FIRST OPTION TERM**

11	\$8,536.78	\$102,441.35
12	\$8,707.51	\$104,490.18
13	\$8,881.67	\$106,579.98
14	\$9,059.30	\$108,711.58
15	\$9,240.48	\$110,885.81

**SECOND OPTION TERM**

16	\$9,425.29	\$113,103.53
17	\$9,613.80	\$115,365.60
18	\$9,806.08	\$117,672.91
19	\$10,002.20	\$120,026.37
20	\$10,202.24	\$122,426.90

EST means an estimate and the EST CAM, INS. AND TAXES may be adjusted upward or downward at the end of each lease year after the Lessor reconciles the actual charges for each.

## **EXHIBIT C**

### **LESSEE'S WORK**

Lessee shall be responsible, at its sole cost and expense, for providing blueprints and/or plans to Lessor for Lessee's Work which plans and blueprints shall be subject to Lessor's approval. Lessee is responsible, at its sole cost and expense, for bringing the rough mechanicals from the entry point in the building pursuant to the approved plans and specs. Lessee shall be responsible, at its sole cost and expense, for all its leasehold improvements, and such improvements are subject to the Lessor's approval after review of the plans therefor. Lessor shall not unreasonably withhold or delay its consent to the plans, specs, and blueprints provided by the Lessee.

All Lessee's leasehold improvements shall be in compliance with all applicable building and fire codes.

03-19/65B-000  
ADAMS FRANK B + PATRICIA TRUST  
57 FELICIA BABER LN  
COLCHESTER CT 06415

03-19/65A-000  
NICHOLSON TROY  
55 FELICIA BABER LN  
COLCHESTER CT 06415

03-19/020-003  
ADAMS FRANK B + PATRICIA TRUST  
57 FELICIA BABER LN  
COLCHESTER CT 06415

03-17/050-001  
ALEVRAS NIKOLAOS Z + ALEXANDROS Z  
20 HARTFORD RD  
SALEM CT 06420

03-17/050-000  
ALEVRAS ZISIS  
20 HARTFORD RD  
SALEM CT 06420

03-17/051-00B  
ALEVRAS NIKOLAOS Z + ALEXANDROS Z  
20 HARTFORD RD  
SALEM CT 06420

03-19/67B-000  
ARYAN INC  
514 WESTCHESTER RD  
COLCHESTER CT 06415

03-17/054-000  
SMITH KEVIN W + LINDA M  
25 LOOMIS RD  
COLCHESTER CT 06415

03-17/009-000  
FARIA ANIBAL  
469 WESTCHESTER RD  
COLCHESTER CT 06415

03-17/018-000  
KARTER ELIZABETH  
41 SMITH NECK RD  
OLD LYME CT 06371

03-17/053-000  
9 LOOMIS RD LLC  
PO BOX 847  
COLCHESTER CT 06415

03-19/064-000  
CLARK BARBARA J  
504 WESTCHESTER RD  
COLCHESTER CT 06415

03-17/006-002  
SMITH ANGELA + DAVID  
5 WEST RIDGE DR  
COLCHESTER CT 06415

03-17/013-000  
TRI TOWN PLAZA LLC  
4 MAIN ST  
EAST HARTFORD CT 06118

03-17/51A-000  
715 MIDDLETOWN ROAD LLC  
99 PICKEREL LAKE RD  
COLCHESTER CT 06415

03-17/006-005  
NETTLETON MARC T + JENNIFER A  
17 WEST RIDGE DR  
COLCHESTER CT 06415

03-19/067-000  
KHYBERRY KASSEM M + NANCY L  
219 ZELDA BLVD  
DAYTONA BEACH FL 32118

03-17/006-001  
DAVITT MICHAEL P  
484 WESTCHESTER RD  
COLCHESTER CT 06415

03-17/006-004  
WESTON JOHN P + CAROL A  
15 WEST RIDGE DR  
COLCHESTER CT 06415

03-19/066-000  
SMITH DAWN W + RICHARD W  
494 WESTCHESTER RD  
COLCHESTER CT 06415

03-17/039-000  
BARNHART RICHARD P  
61 CEMETERY RD  
COLCHESTER CT 06415

03-17/012-000  
LIN JIAN XIN + YARU  
481 WESTCHESTER RD  
COLCHESTER CT 06415

03-17/011-000  
ODDIS MICHAEL JAMES SR  
477 WESTCHESTER RD  
COLCHESTER CT 06415

03-17/017-000  
MARKS JEFFERY M + JENNIFER  
706 MIDDLETOWN RD  
COLCHESTER CT 06415

03-19/063-000  
QUICK STOP CONVENIENCE STORE INC  
268 SUNFLOWER CT  
MARCO ISLAND FL 34145

03-17/015-000  
PIANKA MARK  
94 MCBRIDE RD  
MONSON MA 01057

03-17/056-000  
SHABUNIA MAVELY O + C F  
33 LOOMIS RD  
COLCHESTER CT 06415

03-17/052-000  
9 LOOMIS RD LLC  
509 WESTCHESTER RD  
COLCHESTER CT 06415

03-19/063-001  
SOURVALIS MARIA + SOURVALIS  
744 MIDDLETOWN RD  
COLCHESTER CT 06415

03-17/016-000  
RUBINO SARAH L  
710 MIDDLETOWN RD  
COLCHESTER CT 06415

03-17/006-003

PIANKA LAURA L + CHURCHILL JORDAN  
6 WEST RIDGE DR  
COLCHESTER CT 06415

03-17/014-000

TORRES TERESA  
716 MIDDLETOWN RD  
COLCHESTER CT 06415

03-19/062-000

THE JUNIPER GROUP LLC  
752 MIDDLETOWN RD  
COLCHESTER CT 06415

03-17/010-000

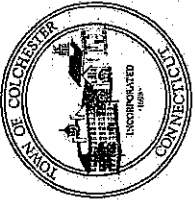
WILLSON ROBERT J + CARI D  
471 WESTCHESTER RD  
COLCHESTER CT 06415

03-17/055-000

ZAHACEFSKI RONALD + NINA K  
29 LOOMIS RD  
COLCHESTER CT 06415

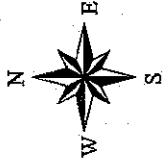


**Town of Colchester**  
Geographic Information System (GIS)



Date Printed: 10/28/2022





**MAP DISCLAIMER - NOTICE OF LIABILITY**

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# Town of Colchester, CT

Property Report

Map Block Lot 03-17/013-000

PID 1213

Building # 1 Section # 1 Account D0081900

## Property Information

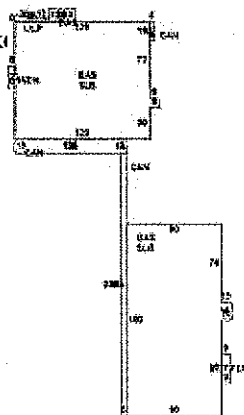
Property Location	493 WESTCHESTER RD
Owner	TRI TOWN PLAZA LLC
Co-Owner	na
Mailing Address	4 MAIN ST EAST HARTFORD CT 06118
Land Use	3230 ShopngMall MDL-94
Land Class	C
Zoning Code	C
Census Tract	

Neighborhood	
Acreage	8.2
Utilities	UNKNOWN
Lot Setting/Desc	UNKNOWN UNKNOWN
Additional Info	

## Photo



## Site



## Primary Construction Details

Year Built	1965
Stories	1
Building Style	Shop Center LO
Building Use	Commercial
Building Condition	
Interior Floors 1	Vinyl/Asphalt
Interior Floors 2	NA
Total Rooms	
Basement Garages	
Occupancy	9.00
Building Grade	

Bedrooms	0
Full Bathrooms	0
Half Bathrooms	0
Extra Fixtures	0
Bath Style	
Kitchen Style	
Roof Style	Flat
Roof Cover	T&G/Rubber
AC Type	Central
Fireplaces	0

Exterior Walls	Concr/Cinder
Exterior Walls 2	NA
Interior Walls	Drywall
Interior Walls 2	NA
Heating Type	Forced Air-Duc
Heating Fuel	Oil
Sq. Ft. Basement	
Fin BSMT Quality	
Extra Kitchens	

