

CITY OF GREENFIELD PLANNING COMMISSION

**Greenfield Civic Center
599 El Camino Real
Greenfield California
Thursday
October 13, 2016
6:00 P.M.**

**CHAIR ANDREW TIPTON
VICE CHAIR DIANE BRUEGGEMAN
COMMISSIONER TINA MARTINEZ
COMMISSIONER ENRIQUE RAMIREZ
COMMISSIONER MARIA CASTILLO**

SPECIAL AGENDA & ORDER OF BUSINESS

A. CALL TO ORDER

B. ROLL CALL

C. PUBLIC COMMENTS FROM THE AUDIENCE/STAFF ON ITEMS NOT ON THE AGENDA

D. PUBLIC HEARING

1. **CONTINUED PUBLIC HEARING OF RECOMMENDATION THAT THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT WITH GOLDEN STATE ALTERNATIVE CARE, INC., FOR MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 721 EL CAMINO REAL (Page 3)**
 - a. Staff Report
 - b. Open/Close Public Hearing
 - c. Planning Commission Discussion
 - d. Action

2. **CONTINUED PUBLIC HEARING OF RECOMMENDATION THAT THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT WITH GREENFIELD ORGANIX, INC., FOR MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 900 CHERRY AVENUE (Page 61)**
 - a. Staff Report
 - b. Open/Close Public Hearing
 - c. Planning Commission Discussion
 - d. Action

E. COMMENTS FROM PLANNING COMMISSION AND STAFF

F. ADJOURNMENT



Planning Commission Report

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: September 21, 2016

AGENDA DATE: October 4, 2016

TO: Planning Commissioners

FROM: Mic Steinmann, Community Services Director

TITLE: **RECOMMENDATION THAT THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT WITH GOLDEN STATE ALTERNATIVE CARE, INC., FOR MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 721 EL CAMINO REAL**

AUTHORITY AND PROCEDURES

Development agreements are authorized under chapter 16.37 of the municipal code pursuant to the authority of State Government Code section 65865 *et seq.* The purpose of development agreements is to give certainty to the planning and project development process and to give assurance to the project applicant that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules, and regulations, and, subject to conditions of approval, this will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

Development agreements must be approved by ordinance and the City Council must make a finding, following public hearing, that the provisions of the development agreement are consistent with the general plan and any applicable specific plan. (Section 16.37.100) The Planning Commission is responsible for holding public hearing on a proposed development agreement and recommending to the City Council that it approve, conditionally approve, or disapprove the development agreement. (Section 16.37.090)

BACKGROUND AND ANALYSIS

Chapter 5.28 of the municipal code authorizes the issuance by the City Council of medical marijuana regulatory permits. On June 14, 2016, the City Council approved issuance of medical

marijuana cultivation and manufacturing regulatory permits to Golden State Alternative Care, Inc. (located at 721 El Camino Real) and Greenfield Organix, Inc., (located at 900 Cherry Avenue), subject to a number of conditions of approval, including execution of a development agreement which shall include at a minimum the terms and conditions required by and specified in the administrative regulations for medical marijuana facilities regulatory permits approved under City Council Resolution No. 2016-15, and such other terms and conditions as otherwise required by the City Council during its review and discussion of the development agreement.

Proposed Development: Golden State Alternative Care will cultivate and manufacture medical marijuana and products at 721 El Camino Real on behalf of the patient members and other cooperative corporations that are members of the Golden State Alternative Care collective. There will be no direct distribution or sale to the public, qualified members of the Golden State Alternative Care collective, or their primary caregivers from the Golden State Alternative Care cultivation and manufacturing facility located in the City. Medical marijuana flower and infused products will be distributed only to legal dispensaries/collectives not located in the City that are members of the Golden State Alternative Care collective.

The proposed project is a light industrial/cultivation/nursery/manufacturing development for medical marijuana cultivation and manufacturing facilities. As currently proposed, development of the project will begin with the construction of nine greenhouses (2,880 square feet each), six of which will be dedicated to flowering and three dedicated to vegetative stage. A 30,000 square foot building will be constructed to house 12,000 square feet of indoor cultivation canopy along with ancillary process rooms to include drying, curing, trimming, and packaging rooms. This building will also include an extraction facility and product testing laboratory. This building will be broken down into two large bloom rooms totaling 6,000 square feet each. There will be a small area for plant vegetation totaling 3,000 square feet and room for mother plants and cloning will take up 500 square feet. The rest of the square footage will be dedicated to trimming, drying, curing, CO₂ extraction (possibly Butane), testing lab, office space, packaging and shipping/receiving. Solar power will be considered when building this facility to augment the power needs to the entire facility. On-site storm water management facilities are required. Improvements to El Camino Real will include construction of sidewalks and landscaping along the street frontage and the undergrounding of utilities.

Conformance with General Plan

The Greenfield General Plan designates the project site as Light Industrial with an Industrial Park Overlay. This land use designation allows for a broad range of industrial uses such as processing, packaging, machining, repair, fabricating, distribution, warehouse and storage, research and development, and similar uses that do not result in significant impacts from noise, odor, vibration, smoke, or pollutants. These uses should, when possible, be combined in development projects that incorporate various uses to minimize travel and transport for goods and services related to and required to support the industrial use, and to help reduce regional commuter traffic by providing employment opportunities for residents of Greenfield within the city limits. The proposed project combines processing, packaging, and distribution of finished and raw products consistent with the uses allowed by the General Plan Light Industrial land use designation.

The General Plan encourages infill and intensification of land uses through the reuse or redevelopment of vacant or underutilized industrial, commercial, and residential sites. The General Plan encourages development of commercial and industrial uses that are consistent with the scale and character of surrounding land uses. The proposed project will intensify the use of a 3.6 acre parcel that is currently developed with a residence, several outlying storage facilities, and the majority of the site is vacant, undeveloped land. The project site is in the City's northern light industrial district. Development of similar facilities of the same scale and intensity on other available parcels in this district is anticipated.

The proposed project is consistent with General Plan policies that call for the recruitment of businesses, industries, and other employers whose operations are consistent with the City's long-term economic development goals. The proposed project provides new jobs to further the City's jobs to housing goals. It will also provide a significant source of revenue to the City that will enable the City to provide services and benefits to the community that it is not currently able to because of budget limitations and insufficient revenues.

Zoning Code Land Use

The zoning code designation for this property is Light Industrial (I-L). Consistent with the General Plan, this district is intended for low to medium intensity uses that involve processing, packaging, machining, repair, fabricating, distribution, warehousing and storage, research and development, and similar uses. Chapter 5.28 of the municipal code specifically allows medical marijuana, dispensary, cultivation, and manufacturing facilities in this zoning district. Such uses are similar to other allowed uses enumerated in table 17.26-1 of section 17.26.040 of the zoning code and are, therefore, allowed uses in the Light Industrial (I-L) zoning district. As the project is currently proposed and as it is developed, it will conform with established development standards for the light industrial district pertaining to lot coverage, setbacks, building heights, landscaping, resource efficiency, lighting, parking, signage, and noise and odor management.

City Council Findings

On June 14, 2016, when the City Council approved the issuance of medical marijuana regulatory and conditional use permits for Golden State Alternative Care, Inc., at 721 El Camino Real, the City Council made a number of specific findings (*see* attached staff report and resolutions adopted by the City Council):

1. That the proposed development of medical marijuana cultivation and manufacturing facilities at 721 El Camino Real in the City of Greenfield is consistent with the General Plan and applicable provisions of the City of Greenfield Zoning Code, Title 17.
2. That the establishment, maintenance, or operation of the proposed use will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of the public.
3. That all requirements of the California Environmental Quality Act have been met.

At that same meeting, the City Council also considered a preliminary draft development agreement and introduced an ordinance approving that agreement. (Note: Since the development agreement was subsequently modified, its reintroduction at a later date is required.) As part of that action, the City Council made a number of specific findings:

1. That the development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.
2. That the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.
3. That the development agreement will promote the orderly development of property or the preservation of property values.
4. That all requirements of the California Environmental Quality Act have been met.

BUDGET AND FINANCIAL IMPACT

Approving the proposed development agreement for medical marijuana cultivation and manufacturing facilities will result in significant additional revenue flowing to the City's general fund once the proposed medical marijuana cultivation and manufacturing facilities are operational. At this time it is premature to estimate with certainty the amount of additional general fund revenue; however, it is anticipated to be significant.

RECOMMENDATION

The proposed development and use of the property at 721 El Camino Real for medical marijuana cultivation and manufacturing uses is consistent with the City's general plan, applicable provisions of the zoning code, conforms to the requirements of chapter 5.28 of the municipal code, and will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of the public. The Community Services Director, City Manager, and City Attorney have reviewed and approved the attached development agreement. It is recommended the Planning Commission adopt the attached resolution recommending the City Council approve the development agreement and introduce the requisite enabling ordinance.

PROPOSED MOTION

I MOVE TO ADOPT RESOLUTION #2016-14, RECOMMENDING THE CITY COUNCIL APPROVE THE PROPOSED DEVELOPMENT AGREEMENT WITH GOLDEN STATE ALTERNATIVE CARE, INC., FOR THE DEVELOPMENT AND OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 721 EL CAMINO REAL

**CITY OF GREENFIELD PLANNING COMMISSION
RESOLUTION No. 2016-14**

**RECOMMENDATION OF THE CITY OF GREENFIELD PLANNING
COMMISSION THAT THE CITY OF GREENFIELD CITY COUNCIL
APPROVE A DEVELOPMENT AGREEMENT WITH GOLDEN STATE
ALTERNATIVE CARE, INC., FOR DEVELOPMENT AND OPERATION
OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING
FACILITIES AT 721 EL CAMINO REAL**

WHEREAS, section 65865 of the State of California Government Code provides that cities may enter into a development agreement with any person having a legal or equitable interest in real property for the development of property; and

WHEREAS, section 65867.5 of the State of California Government Code provides that development agreements shall be approved by ordinance; and

WHEREAS, sections 16.37.010 and 17.16.160 of the City of Greenfield Municipal Code set forth the procedures for approval of development agreements; and

WHEREAS, section 5.28.090 of the City of Greenfield Municipal Code provides that development agreements may be entered into as a condition of issuance by the City of a regulatory permit or permits for medical marijuana cultivation and manufacturing facilities authorized under chapter 5.28 of the City of Greenfield Municipal Code; and

WHEREAS, the City of Greenfield City Council has on June 14, 2016, approved issuance of regulatory permits for medical marijuana cultivation and manufacturing facilities to be located at 721 El Camino Real subject to approval of a development agreement with Golden State Alternative Care, Inc., and the owner of said property for the establishment and operation of such facilities; and

WHEREAS, the Community Services Director, City Manager, and City Attorney have reviewed and approved the proposed development agreement; and

WHEREAS, the proposed development agreement was heard, reviewed, and discussed by the City of Greenfield Planning Commission at a duly noticed public hearing;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City of Greenfield Planning Commission has considered all written and verbal evidence regarding the proposed development agreement and makes the following findings:

1. **FINDING:** That the proposed development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.

- a. The proposed medical marijuana cultivation and manufacturing facilities are allowed uses in the Light Industrial (I-L) zoning district under chapters 5.28 and 17.26 of the City of Greenfield Municipal Code.
 - b. The proposed project complies with all commercial development standards for the Light Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the zoning code, including but not limited to requirements for minimum lot area, maximum lot coverage, building setbacks, building height limits, landscaping, resource efficiency, lighting, parking performance standards, and signage.
 - c. The General Plan encourages infill and intensification of land uses through the reuse or redevelopment of vacant or underutilized industrial, commercial, and residential sites. It also encourages the redevelopment and reuse of vacant and/or underutilized commercial buildings. The proposed project utilizes a light industrial zoned property that is occupied by a residential unit surrounded by a primarily vacant and under-utilized site for new commercial development.
 - d. The General Plan encourages development of commercial and industrial uses that are consistent with the scale and character of surrounding land uses. The proposed project will develop multiple greenhouse and manufacturing facilities that are of the scale and intensity appropriate for a light industrial development project. The new development will consist of buildings that are of a size and height similar to adjacent and nearby industrial buildings.
 - e. The proposed project is consistent with General Plan policies that call for the recruitment of businesses, industries, and other employers whose operations are consistent with the City's long-term economic development goals. The proposed project brings a new industry to the City that will provide new jobs to promote economic development and further the City's jobs to housing goals. It will also provide a significant source of revenue to the City that will enable the City to provide services and benefits to the community that it is not currently able to do because of budget limitations and insufficient revenues.
2. **FINDING:** That the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.
- a. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.
 - b. The security and operations plan for the project will provide appropriate security for the site and the materials and products cultivated, manufactured, stored, processed, and handled in the facility(ies), including (i) construction of perimeter security fencing, (ii) installation of a video surveillance system to monitor all

exterior areas of the property, all site and building entrances and exits, and all interior spaces of the building, and (iii) controlled access to all site and facility entrances.

- c. Security guard services will be provided 24 hours a day, 7 days a week.
 - d. The facility will not be open to the general public and no direct sales or product distribution will be made to the general public.
 - e. The development agreement includes provisions for public outreach and education programs to promote the public welfare and operational and security plans to ensure the facility is operated in a safe and legal manner.
3. **FINDING:** That the development agreement will promote the orderly development of property or the preservation of property values.
- a. The proposed development is infill development that will intensify land uses through the redevelopment of vacant and underutilized commercial sites.
 - b. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.

BE IT FURTHER RESOLVED that the City of Greenfield Planning Commission recommends the City of Greenfield City Council approve the proposed development agreement.

PASSED AND ADOPTED by the Planning Commission of the City of Greenfield, at a regularly scheduled meeting of the Planning Commission held on the 4th day of October, 2016, by the following vote:

AYES, and all in favor, thereof, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

Drew Tipton, Chairperson
Planning Commission

Attest:

Desiree Gomez, Secretary
Planning Commission

RECORDING REQUESTED BY:

CITY OF GREENFIELD

When Recorded Mail To:

City Clerk
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

Fee Waived per GC 27383

Space above this line for Recorder's use

DEVELOPMENT AGREEMENT
BETWEEN THE
CITY OF GREENFIELD
AND
GOLDEN STATE ALTERNATIVE CARE, INC.

THIS DEVELOPMENT AGREEMENT (this “Agreement” or this “Development Agreement”) is made and entered in the City of Greenfield on this ____ day of _____, 2016, by and between the City of Greenfield, a Municipal Corporation (hereafter “City”) and Golden State Alternative Care, Inc., a California Corporation, (hereafter “Developer”) pursuant to the authority of §§ 65864 *et seq.* of the California Government Code and Greenfield Municipal Code, Chapter 16.37. City and Developer are, from time-to-time, individually referred to in this Agreement as a “Party,” and are collectively referred to as “Parties.”

RECITALS

A. California Government Code §§65864 *et seq.* (“Development Agreement Statute”) and Chapter 16.37 of the Greenfield Municipal Code (hereafter “Chapter 16.37”) authorize the City to enter into a Development Agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property.

B. Developer has a leasehold interest in certain real property (“the Property”) consisting of approximately 3.6 acres of land located at 721 El Camino Real in the City of Greenfield, also known as Monterey County APN 109-161-005, and that is more particularly described in Exhibit A attached hereto and is incorporated herein by reference. The person or entity with fee title simple to the Property is Second Sun, LLC, who has provided Developer with permission to build and operate the Project, as defined in this recital B, upon the Property.

C. Chapter 5.28 of the Greenfield Municipal Code (hereafter “Chapter 5.28”) establishes a regulatory permit for medical marijuana facilities (“Regulatory Permit”), and prohibits the operation of a medical marijuana facility without first obtaining such a permit.

D. Developer proposes to develop the Property to be used for medical marijuana cultivation and manufacturing (“the Project”).

E. Pursuant to Chapter 5.28, the City Council adopted Resolution No. 2016-15, creating administrative regulations for the Regulatory Permit (“Administrative Regulations”).

F. The Project is an allowed use in the Light Industrial (I-L) zoning district, and the Project complies with all commercial development standard for the Light-Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the Greenfield Municipal Code.

G. Developer has applied for, and City has approved, various approvals in connection with the development of the Project, including issuance of a conditional use permit (Greenfield Resolution No. 2016-46). All such approvals collectively, together

with any approvals or permits now or hereafter issued with respect to the Project are referred to as the "Project Approvals."

H. City and Developer desire the timely, efficient, orderly and proper development of the Project.

I. The City Council has found that, among other things, this Development Agreement is consistent with its General Plan and has been reviewed and evaluated in accordance with the Development Agreement Statute and Chapter 16.37.

J. City and Developer have reached agreement and desire to express herein a Development Agreement that shall facilitate development of the Project in conformance with Chapter 5.28 and subject to conditions set forth herein.

K. Pursuant to Development Agreement Statute, City has agreed that, except as provided for by this Agreement, the rules, regulations and official policies governing permitted uses of land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the Property shall be those rules, regulations, and official policies of the City of Greenfield in force as of the Approval Date.

L. In addition, the parties intend that this agreement satisfy the requirements of section 5.28.090, which requires those operating a medical marijuana facility pursuant to a Regulatory Permit to enter into a "development agreement" setting forth "the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare."

M. On _____, 2016, the City Council of the City of Greenfield adopted Ordinance No. [REDACTED] approving this Development Agreement ("the Approving Ordinance"). The Approving Ordinance shall take effect on _____ ("the Approval Date").

N. In the Approving Ordinance the City Council made findings that all requirements of the California Environmental Quality Act have been met.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Description of Property

1.1. The Property that is the subject of this Agreement is described in Exhibit A attached hereto.

2. Interest of Developer

2.1. The Developer has a legal interest in the Property in that it is the Lessee of the property.

3. Relationship of City and Developer

3.1. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that the Developer is not an agent of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

4. Effective Date and Term

4.1. Effective Date. The effective date of this Agreement shall be the Approval Date.

4.2. Term. The term of this Agreement shall commence on the Effective Date and extend five (5) years thereafter, unless said term is otherwise terminated or modified by circumstances set forth in this Agreement.

5. Use of the Property

5.1. Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement (such amendments once effective shall become part of the law Developer is vested into without an additional amendment of this Agreement).

5.1.1. Application of State and Local Regulatory Laws Governing Medical Marijuana. The operation of medical marijuana facilities is a highly regulated business activity, and it is subject to various state and local laws and regulation. This Agreement does not, and the City cannot and does not intend to, give Developer the vested right to continue its operations without complying with applicable state and local laws governing its operations. This Agreement only “vests” those regulations expressly mentioned in Government Code section

65866. Developer shall be responsible for obtaining all applicable state permits, approvals and consents, even if the applicable state laws and regulations are altered following the Effective Date. In addition, Developer shall be responsible for continuously maintaining its Regulatory Permit. Developer acknowledges and understands that it has an obligation to annually renew its Regulatory Permit pursuant to the terms of Greenfield Municipal Code section 5.28.120. Nothing in this Agreement shall prevent the City from denying or conditionally approving the renewal of a Regulatory Permit, revoking such permit, pursuant to the terms of Greenfield Municipal Code section 5.28.120 or its successor, or amending Chapter 5.28 or its implementing regulations in a manner that would impose stricter requirements on existing or to-be-issued Regulatory Permits.

5.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height, bulk and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location and maintenance of on-site and off-site improvements, location of public utilities (operated by the City) and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approval. Although title 17 of the Greenfield Municipal Code does not specifically identify medical marijuana facilities as allowed uses in any specific zoning district, Greenfield Municipal Code section 5.28.160 identifies the zoning districts in which medical marijuana facilities are allowed. Medical marijuana facilities where cultivation and/or manufacturing occur, without an accompanying dispensary, may only be located in a light industrial (I-L), heavy industrial(I-H) or agricultural research and development overly (RDO) zoning district.

6. Applicable Rules, Regulations and Official Policies

6.1. Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings shall be those in force and effect on the Effective Date of the Agreement.

6.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in Section 5 of this Agreement, the ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time of the applicable discretionary approval, whether the date of that approval is prior to or after the date of this Agreement. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect at the time of the applicable discretionary approval, whether date of approval is prior to or after the date of this Agreement.

6.3. Uniform Codes Applicable. Unless expressly provided in Section 5 of this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, or other construction permits for the Project.

7. Subsequently Enacted Rules and Regulations

7.1. New Rules and Regulations. During the term of this Agreement, the City may apply new or modified ordinances, resolutions, rules, regulations and official policies of the City to the Property which were not in force and effect on the Effective Date of this Agreement to ensure that the operation of the Marijuana Operation is consistent with the protection of the health, safety and welfare of the community and will not adversely affect the surrounding uses. However, any such new requirements may not be in conflict with those applicable to the Property as set forth in this Agreement if: (a) the application of such new or modified ordinances, resolutions, rules, regulations or official policies would not prevent, impose a substantial financial burden on, or materially delay development of the Property as contemplated by this Agreement and the Project Approvals and (b) if such ordinances, resolutions, rules, regulations or official policies have general applicability.

7.2. Approval of Application. Nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project on the basis of such new or modified ordinances, resolutions, rules, regulations and policies except that such subsequent actions shall be subject to any conditions, terms, restrictions, and requirements expressly set forth herein.

7.3. Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, in the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development or a voter-approval requirement which affects the Project on all or any part of the Property, the City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Agreement or the Project Approvals unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code § 8558.

8. Fees & Subsequently Enacted or Revised Fees, Assessments and Taxes

8.1. Fees. Developer agrees to pay all permit fees and charges required by Greenfield Municipal Code section 5.28.089, including but not limited to permit issuance fees, annual operating fees, amended registration fees, and regulatory renewal fees. Developer shall pay such fees in an amount determined by the City Council by resolution.

8.2. Revised Application Fees. Any existing application, processing, renewal and registration fees that are revised during the term of this Agreement shall apply to the Project provided that (1) such fees have general applicability; (2) the application of such fees to the Property is prospective only; and (3) the application of such fees would not prevent, impose a substantial financial burden on, or materially delay development in accordance with this Agreement.

8.3. New Taxes. Any subsequently enacted city-wide taxes shall apply to the Project provided that: (1) the application of such taxes to the Property is prospective; and (2) the application of such taxes would not prevent development in accordance with this Agreement.

8.4. Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by the City pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefit the Property.

8.5. Vote on Future Assessments and Fees. In the event that any assessment, fee or charge which is applicable to the Property is subject to Article XIID of the Constitution and Developer does not return its ballot, Developer agrees, on behalf of itself and its successors, that the City may count Developer's ballot as affirmatively voting in favor of such assessment, fee or charge.

9. Community Benefits

9.1. Fee. In exchange for the vested rights provided pursuant to this Agreement, Developer shall make the contribution required by this paragraph (the "Community Benefits Fee"). Developer expressly agrees that it shall pay the Community Benefits Fee as long as the Project remains in existence and a marijuana facility is operating on the Property. The first payment will be due three months after the first harvest but no later than ten (10) months after the City has issued a Building Permit for construction of the project as shown in Exhibit B. Such obligation shall survive the expiration of this Agreement. City and Developer agree that Developer's will receive a credit against its obligation to pay the Community Benefits Fee equal to the amount it pays in the form of a generally applicable tax on marijuana facilities such as the Project.

9.1.1 The amount of the Community Benefits Fee shall be equivalent to the tax that would be payable were the proposed ordinance imposing a Cannabis Business Tax that the City Council approved, subject to voter approval, on July 26, 2016 ("the Tax Ordinance"), in effect. The manner of payment of the Community Benefits Fee, reporting and other particulars governing the payment shall be as specified in the Tax Ordinance for the tax. The Tax Ordinance imposes a tax per square foot of canopy space authorized by each Regulatory Permit. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet

located above another cultivation area of 1,000 square feet, Developer's total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

10. Compliance with Chapter 5.28 of the Greenfield Municipal Code

10.1. Greenfield Municipal Code section 5.28.090 provides as follows:

“Development agreement.

Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each medical marijuana facility shall enter into a development agreement with the city setting forth the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare.”

10.2. The development agreement described in and required by section 5.28.090 is distinct from the voluntary “development agreement” authorized by the Chapter 16.37 of the Greenfield Municipal Code and Development Agreement Statute , into which the City and Developer are entering. Nonetheless, the parties intend to use this Agreement, and in particular this Section 10 and the items it incorporates, as an instrument to also satisfy the requirements of section 5.28.090.

10.3. In consideration of the granting of the regulatory permit pursuant to Chapter 5.28 of the Greenfield Municipal Code, Developer agrees to operate the medical marijuana facility on the Property pursuant to the terms and conditions set forth in the operating conditions attached hereto as Exhibit C, and incorporated herein by reference.

10.4. Developer agrees that its failure to comply with the requirements set out in Exhibit C shall be grounds for revocation of the Regulatory Permit issued under Chapter 5.28 of the Greenfield Municipal Code, notwithstanding any limits that might otherwise be imposed under section 5.28.120.C of the Greenfield Municipal Code.

10.5. Developer's Regulatory Permit authorizes Developer to cultivate a certain square footage of canopy space. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet located above another cultivation area of 1,000 square feet, Developer's total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

11. Security Plan

11.1. The issuance of a Regulatory Permit is conditional upon installation of a security plan described in Section 2 in Exhibit C approved by the Police Chief as shown in Exhibit D. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by Section 2 of Exhibit C will not be made public, except when required by law.

12. Odor Control Plan

12.1. The issuance of a Regulatory Permit is conditional upon the marijuana operator providing a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the premises or anywhere on the adjacent property or public right-of-way. As such Marijuana Operations must install and maintain the following equipment or any other equipment which the City determines has the same or better effectiveness: 1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or 2) An air system that creates negative pressure between the medical cannabis facilities' interior and exterior so the odors generated inside the medical cannabis facility are not detectable outside the medical cannabis facility. Developer acknowledges that the level of odor-control equipment and technology required may increase as new equipment and technology becomes available or equipment and technology that is presently not feasible due to its expense becomes less costly.

13. Amendment or Cancellation

13.1. Modification Because of Conflict with State or Federal Laws. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be subject to approval by the City Council in accordance with Chapter 16.37.

13.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and Chapter 16.37.

13.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in section 4.2; (b) the permitted uses of the Property as provided in section 5.2; (c) provisions for “significant” reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Developer as provided in this Agreement, shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City Council before the parties may execute an amendment hereto. The City Manager, or his or her designee, shall determine whether a reservation or dedication is “significant”.

13.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Project; (e) the maximum height or size of proposed buildings; (f) monetary contributions by the Developer; or (g) public improvements to be constructed by Developer shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approvals, or any of them, shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

13.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of Chapter 16.37.

14. Annual Review

14.1. Review Date. The annual review date for this Agreement shall be between September 15 and October 15, 2017 and thereafter between each September 15 and October 15 during the Term.

14.2. Initiation of Review. The City Manager, or his or her designee, shall initiate the annual review, as required under section 16.37.140 of the Greenfield Municipal Code, by giving to Developer thirty (30) days’ written notice that the City intends to undertake such review. Developer shall provide evidence to the City Manager, or his or her designee, prior to the hearing on the annual review, as and when reasonably determined necessary by the City Manager, or his or her designee, to demonstrate good faith compliance with the provisions of the Agreement. The burden of proof by substantial evidence of compliance is upon the Developer.

14.3. Staff Reports. To the extent practical, the City shall deposit in the mail and fax to Developer a copy of all staff reports, and related exhibits concerning contract performance at least five (5) days prior to any annual review.

14.4. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Developer in accordance with the City's schedule of fees in effect at the time of review.

15. Default

15.1. Other Remedies Available. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City's regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

15.2. Notice and Cure. Upon the occurrence of an event of default by either party, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after service of such notice of default, the nondefaulting party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty (30) day period, the nondefaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute a waiver of any default.

15.3. No Damages Against City. Notwithstanding anything to the contrary contained herein, in no event shall damages be awarded against the City upon an event of default or upon termination of this Agreement.

16. Estoppel Certificate

16.1. Either party may, at any time, and from time to time, request written notice from the other party requesting such party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying party the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the parties. City Manager of the City shall be authorized to execute any certificate requested by Developer. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such party shall be deemed to have certified that the statements in clauses (a) through (c) of this section are true, and any party may rely on such deemed certification.

17. Severability

17.1. The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

18. Attorneys' Fees and Costs

18.1. If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

19. Transfers and Assignments

19.1. The Developer shall not transfer, delegate, or assign its interest, rights, duties, and obligations under this Agreement without the prior written consent of the City. Any assignment, delegation, or assignment without the prior written City consent of the other parties to this Agreement shall be null and void. Any transfer, delegation, or assignment by the Developer as authorized herein shall be effective only if and upon the party to whom such transfer, delegation, or assignment is made is issued a Regulatory Permit as required under chapter 5.28 of the City's municipal code.

20. Agreement Runs with the Land

20.1. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

21. Bankruptcy

21.1. The obligations of this Agreement shall not be dischargeable in bankruptcy.

22. Indemnification

22.1. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City.

22.2. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind arising out of or connected to the Developer's registration or operation of a medical marijuana facility, or arising out of or connected to the approval or issuance of any permit, license or approval by the City for the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City. In particular, and without limiting the generality of the foregoing, Developer agrees that it shall be responsible for all costs incurred by the City in the event of a third-party challenge to the validity of this Agreement, the Project Approvals, and/or the associated regulatory permit(s) for the Project.

23. Insurance

23.1. Public Liability and Property Damage Insurance. During the term of this Agreement, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than four million dollars (\$4,000,000.00) with a One Hundred Thousand Dollar (\$100,000) self-insurance retention per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

23.2. Workers Compensation Insurance. During the term of this Agreement Developer shall maintain Worker's Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

23.3. Evidence of Insurance. Prior to City Council approval of this Agreement, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 20.1 and 20.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy. The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project.

24. Notices

24.1. All notices required or provided for under this Agreement shall be in writing. Notices required to be given to the City shall be addressed as follows:

City Manager
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

24.2. Notices required to be given to Developer shall be addressed as follows:

Golden State Alternative Care, Inc.
11301 W. Olympic Boulevard, #542
Los Angeles, CA 90064
Attn.: Mark Putney

24.3. A party may change address by giving notice in writing to the other party and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or if mailed, upon the expiration of 48 hours after being deposited in the United States Mail. Notices may also be given by overnight courier which shall be deemed given the following day or by facsimile transmission which shall be deemed given upon verification of receipt.

25. Agreement is Entire Understanding

25.1. This Agreement constitutes the entire understanding and agreement of the parties.

26. Exhibits

26.1. The following documents are referred to in this Agreement and are attached hereto and incorporated herein as though set forth in full:

<u>Exhibit A</u>	Legal Description of Property
<u>Exhibit B</u>	Site and Floor Plan of the Project
<u>Exhibit C</u>	Operating Conditions

Exhibit D Security Plan
Exhibit E Odor Control Plan

27. Counterparts

27.1. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

28. Recordation

28.1. The City shall record a copy of this Agreement within ten (10) days following execution by all parties.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY

DEVELOPER

City of Greenfield

Golden State Alternative Care, Inc.

By: _____
City Manager

By: _____
Mark Putney, Director and Manager

Attest:

City Clerk

Approved as to form

City Attorney

2691992.1

(NOTARIZATION ATTACHED)

Exhibit A

Legal Description of Property

Real property in the County of Monterey, State of California, described as follows:

Lot 297, as said Lot is shown on the Map entitled, "Map of Clark Colony," filed for Record July 19, 1905 in the Office of the County Recorder of the County of Monterey, State of California, in Volume 1 of Maps, Cities and Towns, at Page 64.

Excepting Therefrom that Parcel of 1 acre conveyed by William Koester. et ux., to Dennis Signorotti, by Deed dated July 2, 1940 and recorded September 18, 1940 in Volume 634, Official Records of Monterey County, at Page 302.

Also excepting that portion conveyed by William Koester, et ux. to State of California, by Deed dated November 3, 1939 and recorded December 15, 1939 in Volume 643, Official Records of Monterey County, at Page 312.

APN: 109-161-005

Exhibit B

Site and Floor Plan of the Project

EXHIBIT C

Operating Conditions

Developer agrees to comply with the following additional conditions pursuant to Section 5.3 of the Agreement.

1. Standard Operating Procedures

Developer is a non-profit mutual benefit corporation that shall serve medical marijuana qualified patient and primary caregiver collective members who shall comply with all relevant California state laws and local ordinances. See, for example, California's Compassionate Use Act (Proposition 215) as codified in Health and Safety Code §11362.5; Senate Bill 420, the Medical Marijuana Program Act (H&S Code §§1362.7 to 11362.83); the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (2008 Attorney General Guidelines); and the newly enacted Medical Marijuana Regulation and Safety Act that is comprised of Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 (Bus. & Prof. Code §§ 19300 *et seq.*; H&S Code § 11362.769-11362.777; Water Code § 13276).

During the term of its Regulatory Permit and the term of this Agreement, Developer shall lawfully operate in accordance with all State and local laws. Developer shall employ exemplary operating procedures to comply with State and local laws. Developer's facility shall employ safety and security measures as set forth herein for the safety and security of its employees, as well as other individuals in its neighboring community.

2. Security Plan

The issuance of a Regulatory Permit is conditional upon approval of the proposed security plan by the City Police Chief. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by this Section 2 will not be made public, except when required by law.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where medical marijuana products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure medical marijuana products are received, handled, stored, packaged, shipped, and distributed in compliance with applicable local and state laws and regulations. The video surveillance

system shall be web-based with direct access provided to the City Police Department for real-time monitoring from the Police Department and through authorized smart phone devices.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Developer shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Developer employees and to ensure public safety to the neighboring community. Developer shall provide City with specific policies for training employees regarding security procedures. Developer shall use security personnel 24 hours, 7 days a week. Security personnel may be armed with the prior approval of the City Police Chief. Security personnel may be subject to a background investigation by the City Police Chief. Security personnel shall not be assigned to or employed at the Developer's facility without the prior approval by the City Police Chief.

All security personnel shall register and maintain valid registration status with the State of California Department of Consumer Affairs. At no time shall any security personnel register with the State at any level that is less than that of a proprietary private security officer. Proof of application and registration for all security personnel shall be maintained by the Developer and shall consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.

3. Possession of Firearms

Except for licensed security personnel approved by the City Police Chief, no person employed by the Developer shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the City Police Chief with the following at least ten days prior to bringing the firearm onto the premises:

- i) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;
- ii) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);
- iii) A copy of his or her California driver's license or California identification card; and
- iv) Any other information reasonably required by the City Police Chief to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

4. Identification Display

Each owner, manager, employee, and individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by the City Police Chief and containing such information, including a suitable photograph, as the City Police Chief may require. No owner, manager, employee, or individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall engage in any activities on behalf of Developer with which he or she is employee, without first obtaining a valid identification badge. Identification badges shall expire one year after issuance. Application for renewed identification badges shall be filed with the City Police Chief no later than thirty days prior to the expiration of the current identification badge. Identification badges shall be the property of the City and shall be immediately collected by the Developer and provided to the City Police Chief within twenty-four hours of their expiration, or within twenty-four hours of the termination of the employment.

5. Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Marijuana

Only employees who receive clearance from the City Police Chief shall be permitted to enter Developer's facility. Each employee shall have to meet a criminal background investigation conducted by the City Police Department or such other person or entity designated by the City Manager, which at a minimum shall include a LiveScan criminal history check.

Developer's membership rules shall seek to prevent the diversion of medical marijuana for non-medical uses by implementing strict policies and practices, to maintain tight controls on inventory and donations and/or cost reimbursements received.

Developer's collective agreement shall prohibit the use of medical marijuana by its employees at its facility, in the neighborhood vicinity of its facility, and/or while driving.

Developer shall take all necessary and reasonable steps to prevent the distribution of any of its medical cannabis products to minors; prevent revenue from the sale or distribution of its medical cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of marijuana from California to any other state; prevent state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the cultivation, manufacture and distribution of marijuana; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; disavow growing marijuana on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against marijuana possession or use on federal property. The Developer shall provide City with a Non-Diversion of Marijuana

Grown for Medical Use Plan documenting the steps Developer will take to satisfy the requirements of this Section.

6. Control and Testing

Developer shall utilize quality control measures and testing to ensure only the highest quality of medical marijuana and infused products shall be produced. For the purpose of testing, Developer shall use a licensed testing laboratory that has adopted a standard operating procedure using methods consistent with general requirements for the competence of testing and calibration activities, including sampling, using standard methods established by the International Organization for Standardization, specifically ISO/IEC 17020 and ISO/IEC 17025 to test medical cannabis and medical cannabis products that are approved by an accrediting body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement prior to distribution to its patient collective membership affiliates. Inspection and testing shall be conducted by the approved testing lab off-site. All other testing standards and procedures shall be in accordance with applicable State law and regulations.

All medical marijuana products shall undergo a quality assurance review prior to distribution to Developer's patient collective affiliates in order to ascertain its quantity and content. Inventory procedures shall be utilized for tracking and taxing purposes by the state. Developer shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures. Developer shall employ an efficient record-keeping system that shall reflect its financing, testing, and adverse effect recording and product recall procedures. Developer shall provide City with a written plan explaining how it will satisfy the requirements of this Section 6.

7. Packaging of Medical Marijuana and Infused Products

All Developer's medical marijuana products shall be packaged and labeled as required by section 19347 of the California Business and Professions Code and applicable requirements and regulations issued by the State pursuant thereto. In addition to those packaging and labeling requirements, and packaging and labeling requirements set forth in the Developer's Regulatory Permit application, as amended or supplemented, all medical marijuana products shall be packaged in an opaque childproof container which shall contain a label or be accompanied by a leaflet or inset that states, at a minimum:

- i. The name, address and telephone number of the medical marijuana dispensary facility to which the medical marijuana product is distributed, sold, or transferred;
- ii. The amount of medical marijuana in the container; and
- iii. The date the medical marijuana was transferred to a medical marijuana dispensary facility.

Developer intends to produce infused products and shall secure any approval from the County of Monterey Health Department required for manufacturing and handling such products. Developer's infused products shall not be produced, manufactured, stored or packaged in private homes. All Developer's medical marijuana infused products shall be individually wrapped at the original point of preparation.

8. Point of Sale Tracking System

Developer shall maintain an inventory control and reporting system that accurately documents the location of medicinal marijuana products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the track and trace program required by section 19335 of the California Business and Professions Code and regulations issued therein.

Developer shall employ an electronic point of donation/sale system approved by the City, such as BioTrack THC, MJ Freeway, or similar system for all point of donations/sales tracking from seed or inception to product distribution to other licensed medical marijuana dispensary facilities. Such approved system shall track all Developer medical marijuana products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). BioTrack THC, MJ Freeway, or similar system shall have the capacity to produce historical transactional data in accordance with the City's requirements.

9. Record Keeping

Developer shall maintain records for all dispensed medical marijuana and/or infused products. Developer shall comply with all records-keeping responsibilities that are set forth in section 5.28.220 of the Greenfield Municipal Code, including complete and up-to-date records regarding the amount of medical marijuana cultivated, produced, manufactured, harvested, stored, or packaged at Developer's facility.

10. Processing, Handling, Storing, and Distribution of Medical Marijuana and Related Products

Medical marijuana cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Medical marijuana cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Developer shall store its medical marijuana and/or medical marijuana products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within

Developer's facility. Developer shall not conduct outdoor operations except as related to lawful delivery and transportation of medical marijuana and infused products. Developer shall not store medical marijuana or related products in its delivery vehicle outside normal operating hours of the facility.

Medical marijuana products shall be sold or distributed only to licensed dispensaries in California. Excess or contaminated product shall be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

11. Description of Banking Plan

Developer shall seek to open a bank account under the name of the Developer or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments, among others. Should a bank account not be forthcoming, Developer shall purchase and install safes to secure all daily funds received from its collective membership or other lawful cooperative corporation to which its products are sold, transferred, or distributed. If Developer successfully opens a bank account, it shall make provisions for Developer collective members or other lawful cooperative corporations to implement debit and credit card transactions. Developer shall not accept personal or corporate checks.

12. Transportation Plan

Developer shall comply with all local and state law regarding transportation, including the rules governing delivery service. Developer shall retain a list of names and cellular contact numbers for all employees engaged in transportation of medical marijuana products and provide it to the City Police Department, keeping the list current and up to date.

All Developer employees engaged in transportation of medical marijuana products shall carry a copy of the dispensary's current license authorizing the delivery of medical marijuana and/or related products, along with the employee's government-issued identification. The Developer employee engaged in transportation shall be instructed to present his/her license and identification upon request to state and local law enforcement and other employees of regulatory authorities. The licensee shall maintain a physical copy of the delivery request and shall make it available upon request of the City and its police officers. The delivery request documentation shall comply with state and federal law regarding the protection of confidential medical information (HIPPA). The licensed dispensary requesting the delivery shall maintain a copy of the delivery request and shall make it available, upon request, to the City and its law enforcement officers.

Developer shall keep complete and up-to-date records documenting each transfer of medical marijuana to other lawful cooperative corporations, including the amount

provided, the form or product category in which the medical marijuana was provided, the date and time provided, the name of the employee making the transfer, the name and address of the other lawful cooperative corporation to whom delivery is made, and the amount of any related donation or other monetary transaction.

13. Community Relations

i. Public Outreach and Education Program

Developer shall create an effective public outreach to City of Greenfield's community, including but not limited to outreach and interface with public and private schools, youth organizations, religious organizations, health care providers, drug abuse treatment providers, and mental health and drug counseling providers.

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by the City.

ii. Community Benefits Program

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment, implementation, and funding of a community benefits program which could include such items as new community recreation facilities, expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service and special districts and organizations. This community benefits program may be implemented by a foundation or other association of medical marijuana Developers issued regulatory permits by the City.

The City and the public shall participate in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

iii. Designation of Persons Responsible for Community Relations

At the time of this Agreement, Developer's general manager, Mark Putney, shall be responsible for community inquiries and complaints and on site during normal business hours.

iv. Interface with City of Greenfield Police Department

Developer's general manager, Mark Putney, shall interface with the City Police Department to ensure its operation is in compliance with local and state laws and regulations.

v. Local Recruitment, Hiring and Training Programs

Developer is committed to making a good-faith effort to recruit, hire, and train local residents for employment by the Developer. A good-faith effort means the Developer shall take the following or similar actions to recruit and employ local residents: 1) Contact local recruitment sources to identify qualified individuals who are local residents, 2) Advertise for qualified local residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ local residents as a part of the its workforce.

Developer shall also seek local companies to serve as its general contractor and subcontractors needed for construction and build-out improvements of the Developer's medical marijuana facilities. Additionally, local companies shall be sought to employ as licensed security guards needed once Developer's facility is opened, as well as for ancillary services needed.

14. Safety Plan

In addition to all other requirements described in this Exhibit, Developer shall provide City with a Safety Plan that describes the fire prevention, suppression, HVAC and alarm systems the facility will have in place. The Safety Plan shall include an assessment of the facility's fire safety by a qualified fire prevention and suppression consultant considering all possible fire, hazardous material, and inhalation issues and threats, and shall describe the written and physical mechanisms in place to deal with each specific situation.

15. Business Plan

Developer shall provide City with a Business Plan that includes a description of day-to-day operations of the Project (in accordance with the GMC Section 5.28.200), including but not limited to a description of how the Project will conform too local and state law in accordance with Greenfield Municipal Code Sections 5.28.050, 5.28.140, 5.28.160, 5.28.170, 5.28.180 5.28.190 and 5.28.200, and the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use. The Business Plan shall also contain a schedule for beginning operation of the Project, including a narrative outlining any proposed construction and improvements, and a timeline for completion. The Business Plan shall include, at a minimum, a budget for construction, operation, maintenance, employee compensation, equipment costs, utility costs, and other operation costs and shall demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.

The Business Plan shall also contain a plan for at least three years of operations to address how the Project, including its exterior areas and surrounding public areas, will be managed, so as to avoid becoming a nuisance or impacting neighbors and the surrounding community.

In addition, Developer shall provide City with proof of capitalization, in the form of documentation of cash or other liquid assets on hand and Letters of Credit or other equivalent assets.

16. Employment Requirements

Developer shall adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees, providing compensation to and opportunities for continuing education and training of employees, and providing a living wage to all employees.

2691992.6

EXHIBIT D

Security Plan

URETSKY SECURITY

201 Calle Del Oaks, Suite D, Del Rey Oaks, CA 93940
Ph# (831) 324-0687 / Fax (831) 372-3051
P.P.O. License #16659 / P.I. License #22453



SECURITY PLAN

FOR

Golden State Alternative Care, Inc.

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SECURITY PLAN

This is the written Security Plan for Golden State Alternative Care, Inc. (GSAC). This plan addresses and meets the Requirements of Chapter 5.28. Subsection D-3 “Security Plan” of the City of Greenfield municipal code (Medical Marijuana Ordinance) and the Greenfield Police Department.

I. INTRODUCTION

GSAC understands the added security challenges of medical marijuana facilities and that appropriate security measures are of paramount importance. To that end, GSAC has taken extensive measures to have professionally vetted policies, procedures, and systems in place to provide comprehensive protection, not only for our physical plant and inventory, but also for employees, patients, vendors, other visitors and the surrounding community. Our security will meet or exceed the Police Department’s and City’s requirements set forth.

The security and safety of the GSAC’s member/patients, staff, administration and surrounding public, is crucial to the operational goal of providing medicinal marijuana within a safe and healthy environment.

GSAC has selected Uretsky Security (“Security Agent”) as the agent in charge of security. Uretsky Security has been providing fully licensed, trained, and professional security throughout the Monterey County for more than 15 years. Uretsky Security was founded by Bill Uretsky, who retired as a Lieutenant from the Carmel Police Department after more than 25 years in law enforcement. Uretsky Security has been in business for over 16 years and is a full service security company, supplying uniformed armed and unarmed licensed security personnel. Each security guard is fully licensed by the Bureau of Security & Investigative Services and under goes to 40 hours of training before being assigned a post.

GSAC will, at all times, have one or more designated Manager(s) (“Security Manager”) as GSAC’s agent in charge of security.

The Security Agent and Security Manager will have oversight responsibility for the implementation of this plan. As the person responsible for implementation, Bill Uretsky also will serve as a liaison with the executive staff, board, and law enforcement. In addition, Bill Uretsky will have oversight responsibility to review and update this Security Plan on a regular basis to ensure our continued compliance with the security aspects to all applicable laws of the State of California and the Medical Marijuana Ordinance.

With the leadership of our Security Agent, GSAC is developing a state-of-the-art plan that takes advantage of the security industry's best practices and most up-to-date technology, ensuring that its cultivation facility, manufacturing facility and dispensary operate at the highest level of security preparedness.

GSAC and Bill Uretsky have reached out to and have been working with the City's local law enforcement officials to enlist their input and cooperation in the development of our security procedures. The goal is for our plan to meet or exceed current standards for policing and securing this type of facility.

Our Security Plan is divided into three components: *Facility Security*, *Policies and Procedures*, and *Operations Security*. The preventive measures adopted in these components will minimize our security exposure, protecting the public, our patients, and our staff. GSAC also is confident that should there be any breach of security, our comprehensive response capabilities will ensure the incident is quickly detected, contained, and resolved at the appropriate response level.

II. FACILITY SECURITY

GSAC has been approved for a cultivation and manufacturing facility at 721 El Camino Real and is proposing a cultivation facility and dispensary on 4 separate but contiguous parcels at 799 El Camino Real. The objectives of the Security Plan are as follows:

- Reduce the likelihood of security breaches
- Trigger an immediate response in the event of a breach
- Control access to the facility, limiting it to authorized and properly identified personnel

A. PHYSICAL BUILDING

1. Location and Building Specifications

The physical address of our facility will be 721 El Camino Real and 799 El Camino Real.

The proposed facility is located in a light industrial complex area that includes manufacturing and industrial businesses. Located on a large lot within a secured fence, the facility has numerous intrinsic security features and is easily converted to high-security use. The facility does not adjoin high-use public areas or high traffic intersections, is set back more than 30 feet from the El Camino Real, has secure means of ingress and egress, is located in a light industrial complex, is not accessible to foot traffic, is in an area of low vehicular traffic, is in an area with little or no non-commercial traffic, is not located near any schools, freeways, residential housing, or places of worship.

There is one entrance and one side exit and three roll-up steel doors for deliveries for the facility. Car access also will be limited. The windows do not open.

The facility has entrances and exits and also a metal gate fence to deter unauthorized access.

The site plan shows the entire structure of the facility, including the street(s), parking lot(s), other tenants within the facility, and any other entities that physically border the facility.

Areas where medical marijuana will be kept or handled have no external doors or windows and can be accessed only from within the facility. All main access point door hinges will be equipped with hinge-pin-locking screws to increase security. This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely, they will also discourage any theft attempts.

2. Floor Plan

A floor plan of the facility shows the location of (1) All entrances and exits; (2) The location of any windows, skylights, and roof hatches; (3) The location of all cameras, and their field of view; (4) The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens; (5) The location of the digital video recorder and alarm control panel; and (6) Restricted and public areas.

3. Lighting

Statistics show that crimes are less likely to occur in well lit areas, because a well lit property is an excellent deterrent. Security lighting is one of the most practical and effective ways to prevent crime in or around commercial facilities.

The main objectives of our security lighting system at the facility are to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

GSAC will add external security lighting, including high spot lights to both facilities. Each facility and all walkways of each facility will be well illuminated to maximize visibility. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will at all times be optimal for video capture.

Exterior lighting on the Facility and parking area lighting for the Facility will be balanced and will not result in a glare on adjoining properties, will complement the security systems described above to ensure that all areas of the GSAC are visible, and will provide increased lighting at all entrances to the Facility. The exterior lighting will be turned on from dusk to dawn.

No medical marijuana, or any product containing medical marijuana, or paraphernalia will be visible from the exterior of the Facility.

GSAC will add external security lighting as appropriate.

4. Guards / Identification

Security personnel will perform security functions and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Manager. Any incidents qualifying as irregular or suspicious will be handled immediately.

GSAC will employ Security Personnel subject to the following requirements:

- All Security Personnel will register and maintain valid registration status with the State of California's Department of Consumer Affairs. At no time will there be any Security Personnel registered with the State at any level that is less than that of a proprietary private security officer.
- Proof of application and registration for all Security Personnel will be maintained by GSAC and will consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.
- While on duty, all Security Personnel will have a nameplate containing the Security Personnel's full name and the word "SECURITY" printed in bold, capital letters. The nameplate will be exhibited prominently on the clothing, at chest level, and will be visible and easily read at all times. The nameplate will be a minimum of two inches (2") high and four inches (4") wide, with the required information printed in capital letters, at least three-fourths inches ($\frac{3}{4}$ ") high and in a contrasting color.
- As an alternative to a nameplate, the Security Personnel's name and the word "SECURITY" may be embroidered on the Security Personnel's outermost garment with the required information meeting the above specifications and located at chest level.

Security Personnel/Security Guard will be present and on duty at the Facility during its hours of operation.

The Security Personnel/Security Guard will provide security inside the Facility, along the outside perimeter of the Facility, at parking sites immediately adjacent to the Facility and used by members of GSAC, and at sidewalks adjacent to the Facility.

Once each facility is operational, GSAC will employ Uretsky Security, a private company that will provide security guards. Uniformed armed and unarmed security personnel will be on site monitoring the facility during hours of operation. All security personnel will be thoroughly screened, trained, and strictly to ensure they are of the highest capability.

During operating hours, GSAC will have 2 on-site security guards at the facility entrance. After hours GSAC will have 1 on-site security guard at the facility.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.

5. Perimeter Security

GSAC will secure the perimeter of our cultivation facilities to prevent unauthorized intrusion. With our cultivation facility, GSAC plans to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

The Facility proposes fencing around the entire perimeter with gate entries. Any new fencing will be installed in such a way that no gaps will be left between the fencing and areas where it butts up against the building or yard. The security of any perimeter fencing will be checked by guards daily.

The perimeter of each building will be secured by video surveillance and adequate outside security lighting.

Motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

6. Access Conditions for Staff and Non-Staff Business Associates

At the facility location, all staff and business associates will park in the common parking spots in front and in the rear of the building. The personnel will use the front entrance to access the facility. At the facility, there will be parking spaces inside the secured perimeter for employees and vendors. All staff will need keycards and electronic pass codes to access both facilities, including restricted areas within the facility (see below for details on keypad systems).

Non-staff business associates are all those, such as vendors and contractors, who do business with GSAC but are not employees or directors. To access restricted areas of either facility, non-staff business associates will need to be admitted by appropriate staff and must be accompanied by a staff member at all times.

All persons working for or doing business with us will need a company-issued permanent identification card or temporary identification tag to be able to enter restricted areas. Staff will receive these upon hire.

Once the reason for their visit is confirmed, vendors and contractors will receive temporary identification tags at the reception window before being allowed to enter the dispensary or cultivation rooms under staff escort.

GSAC will require that ID cards and tags be visibly worn by all staff and non-staff at all times within the facility.

7. Qualified Patient and Primary Caregiver Access

Guidelines for qualified patient and primary caregiver access are provided in GSAC's Business and Operations Plan for the Dispensary.

8. Non-Patient Public Access

Persons other than management, employees, volunteers, vendors, contractors, and patients and their caregivers may from time to time have legitimate reasons to visit our facility. These include:

- Law enforcement
- Political officials and government administrators,
- Medical, health, and social service professionals, and
- The media.

Besides staff, no one other than law enforcement may enter the restricted areas of our facility unless their visit has been approved by management, they have been issued and are wearing a temporary facility identification tag authorizing their entry into restricted areas, and they are accompanied at all times by a staff member who has been specifically authorized to bring them into access-restricted areas.

9. Internal Access-Point Control

Movement within each area of the facility will be tightly controlled. All main access doors, doors to the cultivation rooms will require keycards and electronic pass codes. In addition, patients and caregivers will not be allowed in from the waiting room of the dispensary as described above unless they have been verified as qualified patients or caregivers. Only permitted employees will be allowed to enter into the cultivation facility.

B. ELECTRONIC SECURITY SYSTEM

GSAC will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

1. Video Surveillance

The Facility will be equipped with, and at all times be monitored (24/7) by, a web-based closed-circuit television for security purposes. The camera and recording system will be of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime anywhere on or adjacent to the Facility. The system will be fully functional prior to processing or cultivating of medical marijuana at the Facility, should that occur.

The recordings of the monitoring will be maintained for a period of not less than thirty (30) days and will be made available and accessible to the Chief of Police and any other City official charged with enforcing the provisions of the Greenfield Municipal Code. The recordings will be made available immediately upon request for review and copying, without the need for a search warrant, subpoena or court order. GSAC will also provide

the Chief of Police with access to on-site web-based video surveillance to monitor remotely at any time without a warrant, subpoena or court order. The Police Department will be notified 72 hours in advance of any planned security system maintenance that will result in any stoppage of the continuous recording.

GSAC will employ state-of-the art external and internal Advidia Cameras up to 6 megapixel resolution Standard H.264 video compression with high compression ratio. Progressive scan CMOS, Includes Hi-PoE injector. High Speed PTZ with 30x Optical Zoom WDR and auto/manual day & night switch. Weather Proof Rating: IP66 Video Insight VMS Software license included. This is sufficient to allow facial identification of anyone in or nearing the facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Our IP camera system with digital NVR (Network Video Recorder) recorder includes:

P-240 Advidia P-240 2.4 MP, Full HD at up to 30 fps H.264 and 30x zoom

The Advidia P-240 is a powerful PTZ 2.4 MP, Full HD at up to 30 fps H.264 and 30x zoom, offers the best clarity and precise maneuvering capabilities with pinpoint and focus in on any detail. With an IP 66 rating, the P-240 works best in outdoors monitoring large, busy spaces like parking lots. (See attached Technical Specifications).

A-65 bullet camera is a 6 megapixel camera with built in IR.

The A-65 is ideal for areas such as parking lots and outdoor applications where more pixels per foot are required. Remote zoom and focus (See attached Technical Specifications).

A-44-IR V2 Dome Camera

The A-44 IR V2 indoor dome is a great camera for hallways and classrooms. This video surveillance camera has a 2 megapixel sensor and remote focus. With 2-way audio, the A-44 IR V2 can be used in a variety of scenarios. (See attached Technical Specifications).

External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the waiting room, reception office, the dispensary room, cultivation rooms, and processing rooms. This covers all areas where marijuana is present or handled, including all point-of-sale locations, and all means of access to such areas. Video surveillance will cover external and internal areas 24/7.

Dell® PowerEdge R730xd Rack Server with Video Insight Enterprise VMS (Video Management Software):

VIDEOINSIGHT®

A Panasonic Company

2 x Intel® Xeon® Processor E5-2603 v3 1.6 HGZ, 15M Cache Preloaded Network Video Recorder 2U Rack. Video Insight NVR comes pre-loaded, activated and tested with the full Video Insight Software Suite. <http://www.video-insight.com/> (See attached Technical Specifications).

ACCESS CONTROL CONNECTION (ACC)

ACC is a full service IT and security camera systems company serving the Monterey County area for over 20 years. ACC prides itself on professional installations and service of security cameras, video surveillance cameras and access control systems. ACC's professional and knowledgeable security camera systems staff will assist you in providing affordable security camera systems, commercial security camera systems and video surveillance installations.

2. Third-Party Monitoring

GSAC anticipates contracting with ACC & Uretsky Security to help deter, detect, and document security events at each facility. ACC & Uretsky Security will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times, and will report and document any suspicious activity. Our internal security personnel will work with [vendor] to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

- There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:
 - Motion-sensor surveillance cameras
 - Motion-sensor laser beams
 - Unauthorized electronic access
 - Security and fire alarms

ACC is a full service IT and security camera systems company serving the Monterey County area for over 20 years. We pride ourselves on professional installations & service of security cameras, video surveillance cameras and access control systems. Our professional and knowledgeable security camera systems staff will assist you in providing affordable security camera systems, commercial security camera systems and video surveillance installations.

3. Intrusion and Motion Detection

Our alarm system will have motion detectors and glass breakage sensors covering entryways and exits, hallways, cultivation rooms, storage rooms, and windows.

Motion detectors will be utilized to monitor the interior side of all exterior windows and doors. (These are separate from our video camera motion detectors.)

4. Centrally monitored Fire and Burglar Alarm System

The Facility will comply with all local fire code requirements.

The Facility will have a centrally monitored fire and burglar alarm system. This system will be fully functional at all times and prior to processing or cultivating medical marijuana at the Facility, should that occur.

At a minimum, this alarm will cover the perimeter of the Facility and will focus on those areas where medical marijuana is grown, produced, harvested, stored, packaged or dispensed.

This alarm system will be monitored by a professional alarm company at all times.

This alarm system will be routinely inspected to insure that they are functioning properly.

We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:

- The control panel shall be a UL listed burglar alarm control panel;
- The system shall report to a UL listed central monitoring station;
- A test signal shall be transmitted to the central station every twenty-four (24) hours;
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that contain safe(s);
- The system shall include at least one (1) holdup alarm for staff use; and
- The system shall be inspected and all devices tested annually by a qualified alarm vendor.

C. Alarm Testing

A test signal will be transmitted to the central station every twenty-four (24) hours. The alarm system will provide coverage of the facility ingress/egress points, the exterior windows, offices, production areas, storage areas, cashiering areas and the product safe. The system will include at least one (1) holdup alarm for staff use. Finally, the system shall be inspected and all devices tested annually.

1. Panic Buttons and Internal Communications

Panic buttons will be installed.

There will be incoming phone lines and active telephone handsets with intercom capability: reception office, dispensary room, medical director's office, and the miscellaneous business office. Phones will be VOIP via broadband ISP.

2. Fire Security

The facility will comply with all local fire code requirements. The facility will have fire sprinkler systems. In addition, all rooms in each facility will be equipped with smoke detectors. ABC rated fire extinguishers are present in the facility.

3. Maintenance and Testing

All security-related systems will be routinely inspected to insure that they are functioning properly. This includes:

- Video surveillance equipment

- Third-party monitoring equipment and connections
- Alarm systems
- Sensors
- Electrical connections
- Motion detectors
- Smoke detectors
- Panic buttons
- Phone connections
- Information storage and backup systems
- Electrical backup systems

The Security Agent will be responsible for ensuring that such inspections take place at reasonable intervals. We will promptly implement all necessary repairs to ensure continuous proper functioning of the security system. Inspection results and maintenance records will be securely kept for review by the Department and appropriate oversight authorities.

III. POLICES & PROCEDURES FOR FACILITY SECURITY

A. Incident Management and Emergency Response

We understand that smooth operations require well-laid contingency plans and a staff well-trained in their execution. Under the leadership of our Security Agent and with input from appropriate. Local agencies and enforcement authorities, GSAC will develop a comprehensive Emergency Response Plan.

The Emergency Response Plan will include contingencies for non-security related emergencies such as medical emergencies, bomb threats, fires, explosions, chemical release, and weather-related disasters to ensure an appropriate and orderly response. This will prevent non-security related emergencies from becoming aggravated security emergencies as well. Emergency procedures and emergency contact numbers will be provided in writing to all employees and posted prominently in all areas of the facility.

We will also develop a comprehensive set of guidelines for dealing with security threats. All staff will learn and be drilled in these procedures to ensure they are adequately prepared for emergencies. Preparedness means all staff members:

- Know how to assess emerging situations to determine the type and level of threat they may pose;
- Know how to respond to different kinds of security threats;
- Know which types of situations warrant the activation of panic buttons; and

- Know how to proceed when a security alarm goes off or a panic buttons has been activated.

If a security breach is found to constitute an actual emergency, authorities will be notified as required. We will then follow the emergency response procedures it will establish in cooperation with local law enforcement authorities for smoothly bringing the situation under their control.

Procedures will be revised and updated as necessary. They will be reviewed at least one every twelve months. We will invite local law enforcement to offer their input on up-to-date security threat analysis and contingency planning.

B. Outside Partnerships: Liaising with Community and Local Law Enforcement

Local law enforcement and neighbors in close proximity to our facilities will have the name of one or more contact persons on our staff whom they can notify day or night in case there is a problem impacting them or that they feel may impact us.

We will periodically reach out to neighbors to ensure that there are no unreported problems of this sort.

We also will reach out to local law enforcement to develop a professional working relationship and a coherent contingency plan for incidents that require a law enforcement involvement at our facility. Local law enforcement officials will be invited on-site to discuss and evaluate potential security risks, vulnerabilities, and to assist in the development or enhancement of our current security program.

C. Closing Procedures

After the close of business each day, GSAC closing procedures require that the alarms be set by the two (2) or more individuals who will all exit at the same time. At the close of each business day, our personnel will insure that all rooms are locked, the processed medical marijuana and medical marijuana is secure and that the security alarms are set:

1. All exterior doors and interior rooms are locked.
2. The medical marijuana products are secured in the safe.
3. That the security alarms are set.

D. Preventing On-Site Consumption

GSAC shall not permit the consumption of medical marijuana at the registered premises in any form. All medical marijuana will be kept in a closed container that shall not be opened on the premises. Any medical marijuana or marijuana paraphernalia that shows evidence of the medical marijuana having been consumed or partially consumed will be reported to the Department and/or local Police Department. Smoke detectors will be installed at the Facility and routine monitor surveillance will be implemented to prevent the use of medical marijuana on the registered premises.

1. Suspicious Activity and Loitering

Staff will be trained to identify and respond appropriately to all levels of suspicious activity. Loitering will not be tolerated. Patients will be advised orally at their first visit of our no loitering policy as well as be given a patient handbook in which they are shown the policy in writing. Noncompliance will result first in a warning, then in a suspension of purchasing privileges at our facility. Loitering by non-patients will result first in a warning from our staff or security guard, and then in notification of local law enforcement.

2. Ingress / Egress / Access

GSAC will secure the perimeter of the Facility to prevent unauthorized intrusion.

Windows and roof hatches of the Facility will be secured from the inside with bars so as to prevent unauthorized entry. The bars will be equipped with latches that may be released quickly from the inside to allow an exit in the event of an emergency. The windows and roof hatches will be in compliance with all applicable building provisions in the Greenfield Municipal Code.

Exterior doors to the Facility will remain locked from the outside to prevent an unauthorized ingress to the facility. Ingress will be allowed by means of a remote release operated from within the GSAC. In all cases, doors will remain operable from the inside to allow egress without the use of a key or special knowledge. Access-controlled egress doors will comply with Section 1008.1.3.4 of the California Building Code.

Members, not including personnel, will enter the Facility through the GSAC's front entrance into a safety area. This safety area in law enforcement is sometimes called a "Sally Port." Entrance into the areas where medical marijuana is kept must be authorized. Members, not including personnel, must provide proper documentation in order to leave the Sally Port and enter into other areas of the Facility.

Persons other than management, employees, volunteers, vendors, contractors, and members may, from time to time, have legitimate reasons to visit our facility; such persons: may include: law enforcement, political officials government administrators, medical, health, and social service professionals, and the media.

Besides the GSAC's management, employees, volunteers, vendors, contractors, and members, no one, other than law enforcement or City agents, may enter the restricted areas of the facility unless management has approved their visit. Movement within the Facility will be tightly controlled and regulated.

No cultivation of Medical Marijuana at the Facility will be visible from any public or other private property, nor will Medical Marijuana or any product containing Medical Marijuana be visible from the exterior of the Facility.

All areas devoted to the cultivation of medical marijuana at the Facility will be secured and separated from public access, by locked interior doors and any other security

measures necessary to prevent an unauthorized entry.

3. Preventing Theft & Non-Diversion

To prevent diversion of medical marijuana we will take the following measures:

1. Any personnel that are aware of any such theft or diversion will result in immediate termination and reporting the incident to both the Department and the Police Department.
2. All medical marijuana while growing will be maintained in a secure and locked room that is accessible only to authorized persons. Medical Marijuana that has been processed but not delivered to an authorized dispensary will be in a compliant safe.
3. No individuals who are not authorized to be on the premises will be allowed access thereby reducing the threat of theft or diversion of medical marijuana.
4. At the time of each purchase, GSAC will verify the status of the registered dispensary and/or medical marijuana patient in good standing with the Department.
5. Have the dispensary and/or medical marijuana patient agree not to distribute cannabis to non-patients;
6. Have the dispensary and/or medical marijuana patient agree not to use the cannabis for other than medical purposes;
7. Maintain dispensary and/or medical marijuana patient records on site or have them reasonably available in a secure filing cabinet;
8. Track when dispensary and/or medical marijuana patient licenses and/or permits expire;
9. Enforce conditions of purchasing by excluding those who are caught diverting cannabis for non-medical use;
10. Monitor transactions and program controls to see if a dispensary and/or medical marijuana patient is purchasing more than should be reasonable.
11. Implementing our state-of-the-art supply chain tracking system that follows every plant from seedling to sale to prevent shrinkage within the cultivation facility. Each plant has a barcode and if it is missing we will know that a serial number is unaccounted for;
12. Compare average yields of plants, whereby if plants in particular areas are yielding less end product we can alert Security to a possible concern; and
13. Obtain delivery confirmations for each package delivered to dispensaries from authorized transportation personnel, and log that information with our record keeping system.

Since regular inventory and supply chain tracking is crucial to preventing diversion, inventory will be manually performed every day by a background-checked employee to verify the accuracy of our computerized inventory management system.

We believe that by having strict guidelines aimed at preventing diversion, and creating an inventory tracking system that allows us to follow each plant from seedling to sale, we will be able to create a closed loop system and effectively mitigate risks of theft and diversion.

4. Incident Log

GSAC will maintain an incident log for a period of seven (7) years with reports of incidents that triggered an alarm. Such reports shall be made available to the Department during any inspection of the facility. We will notify the Department by electronic means within twenty-four (24) hours of any incident in which a theft, burglary, robbery, or break in occurred, whether or not items were actually removed from the facility. Our facility manager shall follow up the initial notice with a written report describing in detail the factual circumstances surrounding the incident and include an inventory of all stolen items, if applicable. The incident log will be kept in a safe, secured filing cabinet.

5. Weapons

No person will be allowed to be in possession of any firearm while in the Facility, without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearms. Persons in possession of a firearm while on the premises of the GSAC must provide the City Manager and the Chief of Police, ten (10) days before bringing the firearm onto the Premises, with the following:

- A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearms.
- A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency).
- A copy of his / her California Driver's License or Identification Card.

IV. SECURITY OPERATIONS

Employees will be tested on training content and must pass the test by their third attempt in order to remain employed. All staff will also go through periodic refresher seminars, as well as new training on any policy updates or changes in procedure. All emergency procedures will be rehearsed in periodic drills.

In addition to training and periodic drills, all employees will receive official Company reference material, written in plain English and presented in an easy-to-use outline format, explaining all our operational, safety, and security policies and protocols. In developing our official safety and security policies, we will consult with local law enforcement. We will also work with local police to develop effective ongoing employee training seminars and practices. Especially in developing our policies and training procedures on crime prevention and security threat response, we will seek the involvement of local law enforcement.

A. Business Hours

Our cultivation and manufacturing facility shall not be open to the public. The facility will operate twenty-four (24) hours a day, seven (7) days per week. Deliveries will occur between the hours of 9:00 AM and 5:00 PM Monday through Friday. We shall permit only a registered director, officer, member, incorporator, agent, manager, employee, or government or law enforcement official on the registered premises of the cultivation or manufacturing facility.

The hours of operation for the dispensary will be 9:00 AM to 7:00 PM, Sunday through Saturday. During these hours patients, caregivers and visitors will be verified and accepted.

Shipment receiving will be 10:00 AM to 5:00 PM, Monday through Friday.

Vending hours will be 10:00 AM to 2:00 PM, Monday through Friday.

B. Workforce Security

1. Staffing Structure and Current Employee Roster

A breakdown of the positions by title and job description is found in the Staffing Plan.

2. Background Checks

All employees shall be subject to a Fingerprint-Based Criminal History Records Check by the Police Department prior to their employment. The fingerprint check will include all employees, volunteers, principals, directors, and board members. We will also perform background checks on any contractors or vendors who regularly work within the facility or will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

We will not employ anyone who has been convicted of a felony except for the purposes of the Medical Marijuana Program as an “excluded felony offense.” Also, we elect not to engage any contractors or vendors who would have access on a regular basis or for an extended time to restricted areas of our facility if they have been convicted of any excluded felony offenses.

An accurate and up-to-date employee list shall be maintained on the premises and shall be made available to the Chief of Police upon request. The employee list shall include the full name, residence address, telephone number, date of birth, social security number, and date of hire of each employee. The Chief of Police shall be notified within twenty-four (24) hours after discovering any of the following:

- Significant discrepancies identified during inventory.
- Diversion, theft, loss, or any criminal activity involving the facility or its operations, or any agent, officer, or employee of the business.

- The loss or unauthorized alteration of records related to Medical Marijuana or employees or agents of the business.
- Any other breach of security.

3. Training and Drills

Security and emergency response training is only part of the comprehensive training required for all employees. Training will also cover:

- Medical marijuana laws and regulations,
- Patient privacy, confidentiality, and secure electronic record keeping,
- Procedures for patient reception and registration,
- Procedures for product sales, and
- Personal safety, fire safety, and crime prevention.

4. Personnel Records

GSAC will maintain personnel records for each employee, agent, or volunteer. These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with us. These records will include:

- Application
- Documentation of all required training,
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters.
- Record of any disciplinary action taken against employee at any time during employment.

5. Limited Cash Operation

Cash payments will be directly deposited into a drop slot safe, limiting the amount of cash circulating at the dispensary. The money will be removed from the safe and counted daily in a locked room. Access to the dispensary will be limited to employees during all safe transfers. Two employees are required to be present during this time. The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a pass-code.

C. Inventory Security

1. Sale

The inventory tracking and control system associates every product sold with a single transaction, a single patient or caregiver, and a single dispensary agent. All sales take place under camera surveillance that captures inventory movement as well as the faces and identifying features of the patient (or designated caregiver) making the purchase and the dispensary agent making the sale. See our Inventory Control Plan for details on our inventory tracking system.

2. Storage

All harvested medical marijuana will be stored in high-security fire-proof safes. Inventory will be removed from the storage safes only for the purpose of immediate transport or immediate sale. Our fireproof safes will be waterproof from fire hoses and sprinklers and have all steel construction, inside and outside. Our storage safes will represent top quality for safety and fire protection. The storage area shall have a volumetric intrusion detection device(s) installed and connected to the facility intrusion detection system. The safe shall be a UL listed burglar-proof safe with a minimum rating of TL-30. Safes weighing less than seven hundred fifty pounds (750 lb.) shall be installed in a steel clad concrete block or otherwise securely anchored to a fixed part of the facility structure.

3. Visibility

Medical marijuana or paraphernalia will not be visible from any public or other property not owned by us.

4. Transport

GSAC does not plan to deliver medical marijuana to dispensaries.

All drivers with incoming products or supplies will be required to be in contact with our facility at the origination of the transport process. We will keep all transportation documents computerized and ready for inspection, and will have appropriate commercial liability insurance that covers travel.

Loading at the facility will also take place under the supervision of a security personnel or an authorized employee.

For information on our inventory tracking system, see our Inventory Control Plan.

5. Disposal of Unused or Surplus Medical Marijuana

We intend to dispose of unused or surplus medical marijuana and its by-products by incinerating. All unused or surplus medical marijuana and its by-products shall be weighed and documented and recorded on a form.

We shall report any stolen or lost medical marijuana by filing a police report by calling 911 or in person with the Police Department where our registered business resides either in person or in writing within twenty-four (24) hours of becoming aware of the theft or loss.

6. Record Keeping

We will keep records complying with local, state, and federal laws and regulations regarding patient records, inventory records, and transportation records. Transport agents will carry with them a copy of the transport authorization and control data (the “transit slip”) during transport of medical marijuana. All inventory control records and records of inventory transfer, transport, and delivery will be kept for five years and made available to the Department and authorities on request.

7. Information Systems Security

Securing Data

Our data and information are as valuable as our products. We will take both ordinary and extraordinary measures to protect our information systems and keep our data secure. Ordinary measures are:

- Using virus protection, spam-filtering, and firewalls
- Keeping software and OS updated
- Using passwords and changing them frequently
- Using secure wireless networks
- Restricting web browsing
- Initiating frequent and secure data backups

We will limit access to our network by using unique user passwords and by restricting IP addresses and MAC addresses to specific computers. The use of third party email, web, and data servers will be avoided. We will provide training on user security procedures.

All data and information from our security system and from our inventory control system will be secured and encrypted and backed up automatically every night, not only to a private server on site, but also to a secure, off-site server location. Should there be an emergency, natural disaster, or criminal breach at our facility, all data remain safe and remotely accessible on our remote backup server.

Patient Health Information

Just as sensitive and important as our security system data and our inventory tracking data are our patient records. We take patients' privacy very seriously. Consequently, all the safeguards in place to protect and preserve our security data and inventory control data will also be employed to preserve patient information and prevent any breach of patient confidentiality, ensuring that the electronic storage, transmission, and retrieval of patient health information is secure.

Patient records will be stored in a database and encrypted at the OS level. All digital records will follow HIPAA and PCI regulations and guidelines.

EXHIBIT E

Odor Control Plan

Odor Management Plan

The Odor Management Plan for GSAC addresses and meets the requirements of Chapter 5.28.050 of the City of Greenfield Medical Marijuana Ordinance.

The proposed cultivation of medical cannabis could cause odors. A preliminary evaluation has been made of possible significant impacts of odors to the environment and mitigation measures that can be incorporated into the planning, design, and operation of the cultivation site. The primary purpose of Odor Management Plan is to demonstrate how we will comply with the applicable environmental laws and regulations pertaining to cultivation facilities.

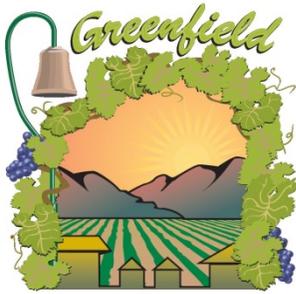
“Scrubbing” and Treatment of Air

GSAC intends to use a Closed Growing Environment (CGE), or closed loop aeration system that keeps all environmental conditions contained within a production room, as opposed to an open aeration system that brings in air from outside at its facilities. In a CGE setup, each room, where plants are stored or processed, is sealed from the others, bringing in no outside air. There are no air vents pushing air to the outside or vents pulling air in.

The CGE setup provides the ability to manually control a production room’s environment, creating ideal plant conditions to foster plant growth, avoid problems associated with an open aeration setup and sustain our environmental objectives. These enclosed interior environments are not affected by outside conditions, providing a barrier to contain odor within our facility and control pests from entering from outside our facility. The ability to provide plants with an optimal temperature, humidity and CO₂ levels can have a large impact on crop yield and quality while minimizing impact to the environment.

Before leaving the production room, the air will run through a series of active carbon filters, through which odors are “scrubbed” from the air. The air is conditioned with humidifiers, dehumidifiers and air conditioning.

The treatment of air in a CGE setup also helps avoid odor related security and nuisance problems. Cannabis produces heavy odors due to evaporation of volatile terpenoids. As such, in order to have minimal impact to the outside and inside environment and produce more robust plants, GSAC intends to use this system of air circulation and scrubbing air.



Planning Commission Report

599 El Camino Real Greenfield CA 93937 831-674-5591
www.ci.greenfield.ca.us

DATE: September 21, 2016

AGENDA DATE: October 4, 2016

TO: Planning Commissioners

FROM: Mic Steinmann, Community Services Director

TITLE: **RECOMMENDATION THAT THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT WITH GREENFIELD ORGANIX, INC., FOR MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 900 CHERRY AVENUE**

AUTHORITY AND PROCEDURES

Development agreements are authorized under chapter 16.37 of the municipal code pursuant to the authority of State Government Code section 65865 *et seq.* The purpose of development agreements is to give certainty to the planning and project development process and to give assurance to the project applicant that upon approval of the project, the applicant may proceed with the project in accordance with existing policies, rules, and regulations, and, subject to conditions of approval, this will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

Development agreements must be approved by ordinance and the City Council must make a finding, following public hearing, that the provisions of the development agreement are consistent with the general plan and any applicable specific plan. (Section 16.37.100) The Planning Commission is responsible for holding public hearing on a proposed development agreement and recommending to the City Council that it approve, conditionally approve, or disapprove the development agreement. (Section 16.37.090)

BACKGROUND AND ANALYSIS

Chapter 5.28 of the municipal code authorizes the issuance by the City Council of medical marijuana regulatory permits. On June 14, 2016, the City Council approved issuance of medical marijuana cultivation and manufacturing regulatory permits to Greenfield Organix, Inc., (located

at 900 Cherry Avenue) and Golden State Alternative Care, Inc. (located at 721 El Camino Real), subject to a number of conditions of approval, including execution of a development agreement which shall include at a minimum the terms and conditions required by and specified in the administrative regulations for medical marijuana facilities regulatory permits approved under City Council Resolution No. 2016-15, and such other terms and conditions as otherwise required by the City Council during its review and discussion of the development agreement.

Proposed Development: Greenfield Organix will cultivate and manufacture medical marijuana and products at 900 Cherry Avenue on behalf of the patient members of the Greenfield Organix collective and other legal dispensaries/collectives, which at this includes Higher Level of Care of Carmel, CA and Exhale Med Center of West Hollywood, CA. includes Higher Level of Care of Carmel, CA and Exhale Med Center of West Hollywood, CA. There will be no direct distribution or sale to the public, qualified members of the Greenfield Organix collective, or their primary caregivers from the Greenfield Organix cultivation and manufacturing facility located in the City. Medical marijuana flower and infused products will be distributed only to legal dispensaries/collectives not located in the City with which Greenfield Organix has a contractual relationship.

The proposed project is a light industrial/cultivation/nursery/manufacturing development for medical marijuana cultivation and manufacturing facilities. As currently proposed, the overall project will be developed in sequential phases. The first sequence or phase includes renovation of the existing 884 square foot house for use as a caretaker residence, construction of a 4,000 square foot manufacturing warehouse, and construction of one 10,800 square foot greenhouse. Phase two includes construction of four 10,800 square foot greenhouses, Cherry Avenue curb, gutter, and sidewalk improvements, construction of an on-site stormwater detention basin, installation of water and sanitary sewer lines, undergrounding of utilities, and decommissioning of the existing septic system. The final construction sequence includes construction of five additional 10,800 square foot greenhouses. All sequential development should be completed within eighteen months of initial project approval.

Conformance with General Plan

The Greenfield General Plan designates the project site as Light Industrial with an Industrial Park Overlay. This land use designation allows for a broad range of industrial uses such as processing, packaging, machining, repair, fabricating, distribution, warehouse and storage, research and development, and similar uses that do not result in significant impacts from noise, odor, vibration, smoke, or pollutants. These uses should, when possible, be combined in development projects that incorporate various uses to minimize travel and transport for goods and services related to and required to support the industrial use, and to help reduce regional commuter traffic by providing employment opportunities for residents of Greenfield within the city limits. The proposed project combines processing, packaging, and distribution of finished and raw products consistent with the uses allowed by the General Plan Light Industrial land use designation.

The General Plan encourages infill and intensification of land uses through the reuse or redevelopment of vacant or underutilized industrial, commercial, and residential sites. The

General Plan encourages development of commercial and industrial uses that are consistent with the scale and character of surrounding land uses. The proposed project will intensify the use of a 4.85 acre parcel that is currently developed with a residence and vacant, undeveloped land. The project site is in the City's northern light industrial district. Development of similar facilities of the same scale and intensity on other available parcels in this district is anticipated.

The proposed project is consistent with General Plan policies that call for the recruitment of businesses, industries, and other employers whose operations are consistent with the City's long-term economic development goals. The proposed project provides new jobs to further the City's jobs to housing goals. It will also provide a significant source of revenue to the City that will enable the City to provide services and benefits to the community that it is not currently able to because of budget limitations and insufficient revenues.

Zoning Code Land Use

The zoning code designation for this property is Light Industrial (I-L). Consistent with the General Plan, this district is intended for low to medium intensity uses that involve processing, packaging, machining, repair, fabricating, distribution, warehousing and storage, research and development, and similar uses. Chapter 5.28 of the municipal code specifically allows medical marijuana, dispensary, cultivation, and manufacturing facilities in this zoning district. Such uses are similar to other allowed uses enumerated in table 17.26-1 of section 17.26.040 of the zoning code and are, therefore, allowed uses in the Light Industrial (I-L) zoning district. As the project is currently proposed and as it is developed, it will conform with established development standards for the light industrial district pertaining to lot coverage, setbacks, building heights, landscaping, resource efficiency, lighting, parking, signage, and noise and odor management.

City Council Findings

On June 14, 2016, when the City Council approved the issuance of medical marijuana regulatory and conditional use permits for Greenfield Organix, Inc., at 900 Cherry Avenue, the City Council made a number of specific findings (*see* attached staff report and resolutions adopted by the City Council):

1. That the proposed development of medical marijuana cultivation and manufacturing facilities at 900 Cherry Avenue in the City of Greenfield is consistent with the General Plan and applicable provisions of the City of Greenfield Zoning Code, Title 17.
2. That the establishment, maintenance, or operation of the proposed use will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of the public.
3. That all requirements of the California Environmental Quality Act have been met.

At that same meeting, the City Council also considered a preliminary draft development agreement and introduced an ordinance approving that agreement. (Note: Since the development

agreement was subsequently modified, its reintroduction at a later date is required.) As part of that action, the City Council made a number of specific findings:

1. That the development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.
2. That the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.
3. That the development agreement will promote the orderly development of property or the preservation of property values.
4. That all requirements of the California Environmental Quality Act have been met.

BUDGET AND FINANCIAL IMPACT

Approving the proposed development agreement for medical marijuana cultivation and manufacturing facilities will result in significant additional revenue flowing to the City's general fund once the proposed medical marijuana cultivation and manufacturing facilities are operational. At this time it is premature to estimate with certainty the amount of additional general fund revenue; however, it is anticipated to be significant.

RECOMMENDATION

The proposed development and use of the property at 900 Cherry Avenue for medical marijuana cultivation and manufacturing uses is consistent with the City's general plan, applicable provisions of the zoning code, conforms to the requirements of chapter 5.28 of the municipal code, and will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of the public. The Community Services Director, City Manager, and City Attorney have reviewed and approved the attached development agreement. It is recommended the Planning Commission adopt the attached resolution recommending the City Council approve the development agreement as presented and introduce the requisite enabling ordinance.

PROPOSED MOTION

I MOVE TO ADOPT RESOLUTION #2016-15, RECOMMENDING THE CITY COUNCIL APPROVE THE PROPOSED DEVELOPMENT AGREEMENT WITH GREENFIELD ORGANIX, INC., FOR THE DEVELOPMENT AND OPERATION OF MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING FACILITIES AT 900 CHERRY AVENUE

**CITY OF GREENFIELD PLANNING COMMISSION
RESOLUTION No. 2016-15**

**RECOMMENDATION OF THE CITY OF GREENFIELD PLANNING
COMMISSION THAT THE CITY OF GREENFIELD CITY COUNCIL
APPROVE A DEVELOPMENT AGREEMENT WITH GREENFIELD
ORGANIX, INC., FOR DEVELOPMENT AND OPERATION OF
MEDICAL MARIJUANA CULTIVATION AND MANUFACTURING
FACILITIES AT 900 CHERRY AVENUE**

WHEREAS, section 65865 of the State of California Government Code provides that cities may enter into a development agreement with any person having a legal or equitable interest in real property for the development of property; and

WHEREAS, section 65867.5 of the State of California Government Code provides that development agreements shall be approved by ordinance; and

WHEREAS, sections 16.37.010 and 17.16.160 of the City of Greenfield Municipal Code set forth the procedures for approval of development agreements; and

WHEREAS, section 5.28.090 of the City of Greenfield Municipal Code provides that development agreements may be entered into as a condition of issuance by the City of a regulatory permit or permits for medical marijuana cultivation and manufacturing facilities authorized under chapter 5.28 of the City of Greenfield Municipal Code; and

WHEREAS, the City of Greenfield City Council has on June 14, 2016, approved issuance of regulatory permits for medical marijuana cultivation and manufacturing facilities to be located at 900 Cherry Avenue subject to approval of a development agreement with Greenfield Organix, Inc., and the owner of said property for the establishment and operation of such facilities; and

WHEREAS, the Community Services Director, City Manager, and City Attorney have reviewed and approved the proposed development agreement; and

WHEREAS, the proposed development agreement was heard, reviewed, and discussed by the City of Greenfield Planning Commission at a duly noticed public hearing;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City of Greenfield Planning Commission has considered all written and verbal evidence regarding the proposed development agreement and makes the following findings:

1. **FINDING:** That the proposed development agreement is consistent with the general plan objectives, policies, land uses, and implementation programs and any other applicable specific plans.

- a. The proposed medical marijuana cultivation and manufacturing facilities are allowed uses in the Light Industrial (I-L) zoning district under chapters 5.28 and 17.26 of the City of Greenfield Municipal Code.
 - b. The proposed project complies with all commercial development standards for the Light Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the zoning code, including but not limited to requirements for minimum lot area, maximum lot coverage, building setbacks, building height limits, landscaping, resource efficiency, lighting, parking performance standards, and signage.
 - c. The General Plan encourages infill and intensification of land uses through the reuse or redevelopment of vacant or underutilized industrial, commercial, and residential sites. It also encourages the redevelopment and reuse of vacant and/or underutilized commercial buildings. The proposed project utilizes a light industrial zoned property that is occupied by a residential unit surrounded by a primarily vacant and under-utilized site for new commercial development.
 - d. The General Plan encourages development of commercial and industrial uses that are consistent with the scale and character of surrounding land uses. The proposed project will develop multiple greenhouse and manufacturing facilities that are of the scale and intensity appropriate for a light industrial development project. The new development will consist of buildings that are of a size and height similar to adjacent and nearby industrial buildings.
 - e. The proposed project is consistent with General Plan policies that call for the recruitment of businesses, industries, and other employers whose operations are consistent with the City's long-term economic development goals. The proposed project brings a new industry to the City that will provide new jobs to promote economic development and further the City's jobs to housing goals. It will also provide a significant source of revenue to the City that will enable the City to provide services and benefits to the community that it is not currently able to do because of budget limitations and insufficient revenues.
2. **FINDING:** That the proposed development agreement is in conformance with the public convenience and general welfare of persons residing in the immediate area and will not be detrimental or injurious to property or persons in the general neighborhood or to the general welfare of the residents of the city as a whole.
- a. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.
 - b. The security and operations plan for the project will provide appropriate security for the site and the materials and products cultivated, manufactured, stored, processed, and handled in the facility(ies), including (i) construction of perimeter security fencing, (ii) installation of a video surveillance system to monitor all

exterior areas of the property, all site and building entrances and exits, and all interior spaces of the building, and (iii) controlled access to all site and facility entrances.

- c. Security guard services will be provided 24 hours a day, 7 days a week.
 - d. The facility will not be open to the general public and no direct sales or product distribution will be made to the general public.
 - e. The development agreement includes provisions for public outreach and education programs to promote the public welfare and operational and security plans to ensure the facility is operated in a safe and legal manner.
3. **FINDING:** That the development agreement will promote the orderly development of property or the preservation of property values.
- a. The proposed development is infill development that will intensify land uses through the redevelopment of vacant and underutilized commercial sites.
 - b. The proposed medical marijuana cultivation and manufacturing facility is located in a light industrial zoned district in proximity to other light industrial type uses.

BE IT FURTHER RESOLVED that the City of Greenfield Planning Commission recommends the City of Greenfield City Council approve the proposed development agreement.

PASSED AND ADOPTED by the Planning Commission of the City of Greenfield, at a regularly scheduled meeting of the Planning Commission held on the 4th day of October, 2016, by the following vote:

AYES, and all in favor, thereof, Commissioners:

NOES, Commissioners:

ABSENT, Commissioners:

Drew Tipton, Chairperson
Planning Commission

Attest:

Desiree Gomez, Secretary
Planning Commission

RECORDING REQUESTED BY:

CITY OF GREENFIELD

When Recorded Mail To:

City Clerk
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

Fee Waived per GC 27383

Space above this line for Recorder's use

DEVELOPMENT AGREEMENT

BETWEEN THE

CITY OF GREENFIELD

AND

GREENFIELD ORGANIX

THIS DEVELOPMENT AGREEMENT (this “Agreement” or this “Development Agreement”) is made and entered in the City of Greenfield on this ____ day of _____, 2016, by and between the City of Greenfield, a Municipal Corporation (hereafter “City”) and Greenfield Organix, a California Corporation, (hereafter “Developer”) pursuant to the authority of §§ 65864 *et seq.* of the California Government Code and Greenfield Municipal Code, Chapter 16.37. City and Developer are, from time-to-time, individually referred to in this Agreement as a “Party,” and are collectively referred to as “Parties.”

RECITALS

A. California Government Code §§65864 *et seq.* (“Development Agreement Statute”) and Chapter 16.37 of the Greenfield Municipal Code (hereafter “Chapter 16.37”) authorize the City to enter into a Development Agreement for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property.

B. Developer owns certain real property (“the Property”) consisting of approximately 4.85 acres of land located at 900 Cherry Avenue in the City of Greenfield, also known as Monterey County APN 109-162-010, and that is more particularly described in Exhibit A attached hereto and is incorporated herein by reference.

C. Chapter 5.28 of the Greenfield Municipal Code (hereafter “Chapter 5.28”) establishes a regulatory permit for medical marijuana facilities (“Regulatory Permit”), and prohibits the operation of a medical marijuana facility without first obtaining such a permit.

D. Developer proposes to develop the Property to be used for medical marijuana cultivation and manufacturing (“the Project”).

E. Pursuant to Chapter 5.28, the City Council adopted Resolution No. 2016-15, creating administrative regulations for the Regulatory Permit (“Administrative Regulations”).

F. The Project is an allowed use in the Light Industrial (I-L) zoning district, and the Project complies with all commercial development standard for the Light-Industrial (I-L) zoning district set forth in sections 16.20.020 and 17.36.040 of the Greenfield Municipal Code.

G. Developer has applied for, and City has approved, various approvals in connection with the development of the Project, including issuance of a conditional use permit (Greenfield Resolution No. 2016-48). All such approvals collectively, together with any approvals or permits now or hereafter issued with respect to the Project are referred to as the “Project Approvals.”

H. City and Developer desire the timely, efficient, orderly and proper development of the Project.

I. The City Council has found that, among other things, this Development Agreement is consistent with its General Plan and has been reviewed and evaluated in accordance with the Development Agreement Statute and Chapter 16.37.

J. City and Developer have reached agreement and desire to express herein a Development Agreement that shall facilitate development of the Project in conformance with Chapter 5.28 and subject to conditions set forth herein.

K. Pursuant to Development Agreement Statute, City has agreed that, except as provided for by this Agreement, the rules, regulations and official policies governing permitted uses of land, governing density, and governing design, improvement, and construction standards and specifications, applicable to development of the Property shall be those rules, regulations, and official policies of the City of Greenfield in force as of the Approval Date.

L. In addition, the parties intend that this agreement satisfy the requirements of section 5.28.090, which requires those operating a medical marijuana facility pursuant to a Regulatory Permit to enter into a “development agreement” setting forth “the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare.”

M. On _____, 2016, the City Council of the City of Greenfield adopted Ordinance No. [REDACTED] approving this Development Agreement (“the Approving Ordinance”). The Approving Ordinance shall take effect on _____ (“the Approval Date”).

N. In the Approving Ordinance the City Council made findings that all requirements of the California Environmental Quality Act have been met.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

1. Description of Property

1.1. The Property that is the subject of this Agreement is described in Exhibit A attached hereto.

2. Interest of Developer

2.1. The Developer has a legal interest in the Property in that it is the Owner of the property.

3. Relationship of City and Developer

3.1. It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the City and Developer and that the Developer is not an agent of the City. The City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making the City and Developer joint venturers or partners.

4. Effective Date and Term

4.1. Effective Date. The effective date of this Agreement shall be the Approval Date.

4.2. Term. The term of this Agreement shall commence on the Effective Date and extend five (5) years thereafter, unless said term is otherwise terminated or modified by circumstances set forth in this Agreement.

5. Use of the Property

5.1. Right to Develop. Developer shall have the vested right to develop the Project on the Property in accordance with the terms and conditions of this Agreement, the Project Approvals (as and when issued), and any amendments to any of them as shall, from time to time, be approved pursuant to this Agreement (such amendments once effective shall become part of the law Developer is vested into without an additional amendment of this Agreement).

5.1.1. Application of State and Local Regulatory Laws Governing Medical Marijuana. The operation of medical marijuana facilities is a highly regulated business activity, and it is subject to various state and local laws and regulation. This Agreement does not, and the City cannot and does not intend to, give Developer the vested right to continue its operations without complying with applicable state and local laws governing its operations. This Agreement only “vests” those regulations expressly mentioned in Government Code section 65866. Developer shall be responsible for obtaining all applicable state permits, approvals and consents, even if the applicable state laws and regulations are altered following the Effective Date. In addition, Developer shall be responsible for continuously maintaining its Regulatory Permit. Developer acknowledges and understands that it has an obligation to annually renew its Regulatory Permit pursuant to the terms of Greenfield Municipal Code section 5.28.120. Nothing in this Agreement shall prevent the City from denying or conditionally approving the

renewal of a Regulatory Permit, revoking such permit, pursuant to the terms of Greenfield Municipal Code section 5.28.120 or its successor, or amending Chapter 5.28 or its implementing regulations in a manner that would impose stricter requirements on existing or to-be-issued Regulatory Permits.

5.2. Permitted Uses. The permitted uses of the Property, the density and intensity of use, the maximum height, bulk and size of proposed buildings, provisions for reservation or dedication of land for public purposes and location and maintenance of on-site and off-site improvements, location of public utilities (operated by the City) and other terms and conditions of development applicable to the Property, shall be those set forth in this Agreement, the Project Approvals and any amendments to this Agreement or the Project Approval. Although title 17 of the Greenfield Municipal Code does not specifically identify medical marijuana facilities as allowed uses in any specific zoning district, Greenfield Municipal Code section 5.28.160 identifies the zoning districts in which medical marijuana facilities are allowed. Medical marijuana facilities where cultivation and/or manufacturing occur, without an accompanying dispensary, may only be located in a light industrial (I-L), heavy industrial(I-H) or agricultural research and development overly (RDO) zoning district.

6. Applicable Rules, Regulations and Official Policies

6.1. Rules Regarding Permitted Uses. For the term of this Agreement, the City's ordinances, resolutions, rules, regulations and official policies governing the permitted uses of the Property, governing density and intensity of use of the Property and the maximum height, bulk and size of proposed buildings shall be those in force and effect on the Effective Date of the Agreement.

6.2. Rules Regarding Design and Construction. Unless otherwise expressly provided in Section 5 of this Agreement, the ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to the Project shall be those in force and effect at the time of the applicable discretionary approval, whether the date of that approval is prior to or after the date of this Agreement. Ordinances, resolutions, rules, regulations and official policies governing design, improvement and construction standards and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect at the time of the applicable discretionary approval, whether date of approval is prior to or after the date of this Agreement.

6.3. Uniform Codes Applicable. Unless expressly provided in Section 5 of this Agreement, the Project shall be constructed in accordance with the provisions of the Uniform Building, Mechanical, Plumbing, Electrical and Fire Codes and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of approval of the appropriate building, grading, or other construction permits for the Project.

7. Subsequently Enacted Rules and Regulations

7.1. New Rules and Regulations. During the term of this Agreement, the City may apply new or modified ordinances, resolutions, rules, regulations and official policies of the City to the Property which were not in force and effect on the Effective Date of this Agreement to ensure that the operation of the Marijuana Operation is consistent with the protection of the health, safety and welfare of the community and will not adversely affect the surrounding uses. However, any such new requirements may not be in conflict with those applicable to the Property as set forth in this Agreement if: (a) the application of such new or modified ordinances, resolutions, rules, regulations or official policies would not prevent, impose a substantial financial burden on, or materially delay development of the Property as contemplated by this Agreement and the Project Approvals and (b) if such ordinances, resolutions, rules, regulations or official policies have general applicability.

7.2. Approval of Application. Nothing in this Agreement shall prevent the City from denying or conditionally approving any subsequent land use permit or authorization for the Project on the basis of such new or modified ordinances, resolutions, rules, regulations and policies except that such subsequent actions shall be subject to any conditions, terms, restrictions, and requirements expressly set forth herein.

7.3. Moratorium Not Applicable. Notwithstanding anything to the contrary contained herein, in the event an ordinance, resolution or other measure is enacted, whether by action of the City, by initiative, referendum, or otherwise, that imposes a building moratorium, a limit on the rate of development or a voter-approval requirement which affects the Project on all or any part of the Property, the City agrees that such ordinance, resolution or other measure shall not apply to the Project, the Property, this Agreement or the Project Approvals unless the building moratorium is imposed as part of a declaration of a local emergency or state of emergency as defined in Government Code § 8558.

8. Fees & Subsequently Enacted or Revised Fees, Assessments and Taxes

8.1. Fees. Developer agrees to pay all permit fees and charges required by Greenfield Municipal Code section 5.28.089, including but not limited to permit issuance fees, annual operating fees, amended registration fees, and regulatory renewal fees. Developer shall pay such fees in an amount determined by the City Council by resolution.

8.2. Revised Application Fees. Any existing application, processing, renewal and registration fees that are revised during the term of this Agreement shall apply to the Project provided that (1) such fees have general applicability; (2) the application of such fees to the Property is prospective only; and (3) the application of such fees would not prevent, impose a substantial financial burden on, or materially delay development in accordance with this Agreement.

8.3. New Taxes. Any subsequently enacted city-wide taxes shall apply to the Project provided that: (1) the application of such taxes to the Property is prospective; and (2) the application of such taxes would not prevent development in accordance with this Agreement.

8.4. Assessments. Nothing herein shall be construed to relieve the Property from assessments levied against it by the City pursuant to any statutory procedure for the assessment of property to pay for infrastructure and/or services which benefit the Property.

8.5. Vote on Future Assessments and Fees. In the event that any assessment, fee or charge which is applicable to the Property is subject to Article XIID of the Constitution and Developer does not return its ballot, Developer agrees, on behalf of itself and its successors, that the City may count Developer's ballot as affirmatively voting in favor of such assessment, fee or charge.

9. Community Benefits

9.1. Fee. In exchange for the vested rights provided pursuant to this Agreement, Developer shall make the contribution required by this paragraph (the "Community Benefits Fee"). Developer expressly agrees that it shall pay the Community Benefits Fee as long as the Project remains in existence and a marijuana facility is operating on the Property. The first payment will be due three months after the first harvest but no later than ten (10) months after the City has issued a Building Permit for construction of the project as shown in Exhibit B. Such obligation shall survive the expiration of this Agreement. City and Developer agree that Developer's will receive a credit against its obligation to pay the Community Benefits Fee equal to the amount it pays in the form of a generally applicable tax on marijuana facilities such as the Project.

9.1.1 The amount of the Community Benefits Fee shall be equivalent to the tax that would be payable were the proposed ordinance imposing a Cannabis Business Tax that the City Council approved, subject to voter approval, on July 26, 2016 ("the Tax Ordinance"), in effect. The manner of payment of the Community Benefits Fee, reporting and other particulars governing the payment shall be as specified in the Tax Ordinance for the tax. The Tax Ordinance imposes a tax per square foot of canopy space authorized by each Regulatory Permit. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet located above another cultivation area of 1,000 square feet, Developer's total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

10. Compliance with Chapter 5.28 of the Greenfield Municipal Code

10.1. Greenfield Municipal Code section 5.28.090 provides as follows:

“Development agreement.

Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each medical marijuana facility shall enter into a development agreement with the city setting forth the terms and conditions under which the medical marijuana facility will operate that are in addition to the requirements of this chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare.”

10.2. The development agreement described in and required by section 5.28.090 is distinct from the voluntary “development agreement” authorized by the Chapter 16.37 of the Greenfield Municipal Code and Development Agreement Statute , into which the City and Developer are entering. Nonetheless, the parties intend to use this Agreement, and in particular this Section 10 and the items it incorporates, as an instrument to also satisfy the requirements of section 5.28.090.

10.3. In consideration of the granting of the regulatory permit pursuant to Chapter 5.28 of the Greenfield Municipal Code, Developer agrees to operate the medical marijuana facility on the Property pursuant to the terms and conditions set forth in the operating conditions attached hereto as Exhibit C, and incorporated herein by reference.

10.4. Developer agrees that its failure to comply with the requirements set out in Exhibit C shall be grounds for revocation of the Regulatory Permit issued under Chapter 5.28 of the Greenfield Municipal Code, notwithstanding any limits that might otherwise be imposed under section 5.28.120.C of the Greenfield Municipal Code.

10.5. Developer’s Regulatory Permit authorizes Developer to cultivate a certain square footage of canopy space. For the purposes of determining the total canopy space authorized by a Regulatory Permit, cultivation areas that are vertically stacked shall count individually. For example, if Developer has a cultivation area of 1,000 square feet located above another cultivation area of 1,000 square feet, Developer’s total canopy space shall be 2,000 square feet, even though the total cultivation area might only occupy 1,000 square feet of ground space.

11. Security Plan

11.1. The issuance of a Regulatory Permit is conditional upon installation of a security plan described in Section 2 in Exhibit C approved by the Police Chief as shown in Exhibit D. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system.

Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by Section 2 of Exhibit C will not be made public, except when required by law.

12. Odor Control Plan

12.1. The issuance of a Regulatory Permit is conditional upon the marijuana operator providing a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the facility that is distinctive to its operation is not detected outside the premises or anywhere on the adjacent property or public right-of-way. As such Marijuana Operations must install and maintain the following equipment or any other equipment which the City determines has the same or better effectiveness: 1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally; or 2) An air system that creates negative pressure between the medical cannabis facilities' interior and exterior so the odors generated inside the medical cannabis facility are not detectable outside the medical cannabis facility. Developer acknowledges that the level of odor-control equipment and technology required may increase as new equipment and technology becomes available or equipment and technology that is presently not feasible due to its expense becomes less costly.

13. Amendment or Cancellation

13.1. Modification Because of Conflict with State or Federal Laws. In the event that state or federal laws or regulations enacted after the Effective Date of this Agreement prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, the parties shall meet and confer in good faith in a reasonable attempt to modify this Agreement to comply with such federal or state law or regulation. Any such amendment or suspension of the Agreement shall be subject to approval by the City Council in accordance with Chapter 16.37.

13.2. Amendment by Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the parties hereto and in accordance with the procedures of State law and Chapter 16.37.

13.3. Insubstantial Amendments. Notwithstanding the provisions of the preceding Section 11.2, any amendments to this Agreement which do not relate to (a) the term of the Agreement as provided in section 4.2; (b) the permitted uses of the Property as provided in section 5.2; (c) provisions for "significant" reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Project; (f) the maximum height or size of proposed buildings; or (g) monetary contributions by Developer as provided in this Agreement, shall not, except to the extent otherwise required by law, require notice or public hearing before either the Planning Commission or the City

Council before the parties may execute an amendment hereto. The City Manager, or his or her designee, shall determine whether a reservation or dedication is “significant”.

13.4. Amendment of Project Approvals. Any amendment of Project Approvals relating to: (a) the permitted use of the Property; (b) provision for reservation or dedication of land; (c) conditions, terms, restrictions or requirements for subsequent discretionary actions; (d) the density or intensity of use of the Project; (e) the maximum height or size of proposed buildings; (f) monetary contributions by the Developer; or (g) public improvements to be constructed by Developer shall require an amendment of this Agreement. Such amendment shall be limited to those provisions of this Agreement which are implicated by the amendment of the Project Approval. Any other amendment of the Project Approvals, or any of them, shall not require amendment of this Agreement unless the amendment of the Project Approval(s) relates specifically to some provision of this Agreement.

13.5. Cancellation by Mutual Consent. Except as otherwise permitted herein, this Agreement may be canceled in whole or in part only by the mutual consent of the parties or their successors in interest, in accordance with the provisions of Chapter 16.37.

14. Annual Review

14.1. Review Date. The annual review date for this Agreement shall be between September 15 and October 15, 2017 and thereafter between each September 15 and October 15 during the Term.

14.2. Initiation of Review. The City Manager, or his or her designee, shall initiate the annual review, as required under section 16.37.140 of the Greenfield Municipal Code, by giving to Developer thirty (30) days’ written notice that the City intends to undertake such review. Developer shall provide evidence to the City Manager, or his or her designee, prior to the hearing on the annual review, as and when reasonably determined necessary by the City Manager, or his or her designee, to demonstrate good faith compliance with the provisions of the Agreement. The burden of proof by substantial evidence of compliance is upon the Developer.

14.3. Staff Reports. To the extent practical, the City shall deposit in the mail and fax to Developer a copy of all staff reports, and related exhibits concerning contract performance at least five (5) days prior to any annual review.

14.4. Costs. Costs reasonably incurred by the City in connection with the annual review shall be paid by Developer in accordance with the City’s schedule of fees in effect at the time of review.

15. Default

15.1. Other Remedies Available. Upon the occurrence of an event of default, the parties may pursue all other remedies at law or in equity which are not otherwise provided for in this Agreement or in the City’s regulations governing development agreements, expressly including the remedy of specific performance of this Agreement.

15.2. Notice and Cure. Upon the occurrence of an event of default by either party, the nondefaulting party shall serve written notice of such default upon the defaulting party. If the default is not cured by the defaulting party within thirty (30) days after service of such notice of default, the nondefaulting party may then commence any legal or equitable action to enforce its rights under this Agreement; provided, however, that if the default cannot be cured within such thirty (30) day period, the nondefaulting party shall refrain from any such legal or equitable action so long as the defaulting party begins to cure such default within such thirty (30) day period and diligently pursues such cure to completion. Failure to give notice shall not constitute a waiver of any default.

15.3. No Damages Against City. Notwithstanding anything to the contrary contained herein, in no event shall damages be awarded against the City upon an event of default or upon termination of this Agreement.

16. Estoppel Certificate

16.1. Either party may, at any time, and from time to time, request written notice from the other party requesting such party to certify in writing that, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) to the knowledge of the certifying party the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults. A party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof, or such longer period as may reasonably be agreed to by the parties. City Manager of the City shall be authorized to execute any certificate requested by Developer. Should the party receiving the request not execute and return such certificate within the applicable period, this shall not be deemed to be a default, provided that such party shall be deemed to have certified that the statements in clauses (a) through (c) of this section are true, and any party may rely on such deemed certification.

17. Severability

17.1. The unenforceability, invalidity or illegality of any provisions, covenant, condition or term of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

18. Attorneys' Fees and Costs

18.1. If the City or Developer initiates any action at law or in equity to enforce or interpret the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs in addition to any other relief to which it may otherwise be entitled. If any person or entity not a party to this Agreement initiates an action at law or in equity to challenge the validity of any provision of this Agreement or the Project Approvals, the parties shall cooperate in defending such action. Developer shall bear its own costs of defense as a real party in interest in any such action, and shall reimburse the City for all reasonable court costs and attorneys' fees expended by the City in defense of any such action or other proceeding.

19. Transfers and Assignments

19.1. The Developer shall not transfer, delegate, or assign its interest, rights, duties, and obligations under this Agreement without the prior written consent of the City. Any assignment, delegation, or assignment without the prior written City consent of the other parties to this Agreement shall be null and void. Any transfer, delegation, or assignment by the Developer as authorized herein shall be effective only if and upon the party to whom such transfer, delegation, or assignment is made is issued a Regulatory Permit as required under chapter 5.28 of the City's municipal code.

20. Agreement Runs with the Land

20.1. All of the provisions, rights, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assignees, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever. All of the provisions of this Agreement shall be enforceable as equitable servitude and shall constitute covenants running with the land pursuant to applicable laws, including, but not limited to, section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, or with respect to any owned property, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each party and each successive owner during its ownership of such properties or any portion thereof, and shall be a benefit to and a burden upon each party and its property hereunder and each other person succeeding to an interest in such properties.

21. Bankruptcy

21.1. The obligations of this Agreement shall not be dischargeable in bankruptcy.

22. Indemnification

22.1. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind for any personal injury or property damage which may arise directly or indirectly as a result of any actions or inactions by the Developer, or any actions or inactions of Developer's contractors, subcontractors, agents, or employees in connection with the construction, improvement, operation, or maintenance of the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City.

22.2. Developer agrees to indemnify, defend with counsel acceptable to City and hold harmless the City, and its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives from any and all claims, costs (including legal fees and costs) and liabilities of any kind arising out of or connected to the Developer's registration or operation of a medical marijuana facility, or arising out of or connected to the approval or issuance of any permit, license or approval by the City for the Project, except to the extent such costs and liabilities are caused by the sole negligence or willful misconduct of the City. In particular, and without limiting the generality of the foregoing, Developer agrees that it shall be responsible for all costs incurred by the City in the event of a third-party challenge to the validity of this Agreement, the Project Approvals, and/or the associated regulatory permit(s) for the Project.

23. Insurance

23.1. Public Liability and Property Damage Insurance. During the term of this Agreement, Developer shall maintain in effect a policy of comprehensive general liability insurance with a per-occurrence combined single limit of not less than four million dollars (\$4,000,000.00) with a One Hundred Thousand Dollar (\$100,000) self-insurance retention per claim. The policy so maintained by Developer shall name the City as an additional insured and shall include either a severability of interest clause or cross-liability endorsement.

23.2. Workers Compensation Insurance. During the term of this Agreement Developer shall maintain Worker's Compensation insurance for all persons employed by Developer for work at the Project site. Developer shall require each contractor and subcontractor similarly to provide Worker's Compensation insurance for its respective employees. Developer agrees to indemnify the City for any damage resulting from Developer's failure to maintain any such insurance.

23.3. Evidence of Insurance. Prior to City Council approval of this Agreement, Developer shall furnish the City satisfactory evidence of the insurance required in Sections 20.1 and 20.2 and evidence that the carrier is required to give the City at least fifteen days prior written notice of the cancellation or reduction in coverage of a policy.

The insurance shall extend to the City, its elective and appointive boards, commissions, officers, agents, employees and representatives and to Developer performing work on the Project.

24. Notices

24.1. All notices required or provided for under this Agreement shall be in writing. Notices required to be given to the City shall be addressed as follows:

City Manager
City of Greenfield
599 El Camino Real
P.O. Box 127
Greenfield, CA 93927

24.2. Notices required to be given to Developer shall be addressed as follows:

Greenfield Organix
26555 Carmel Rancho Blvd., Suite 3
Carmel, CA 93923
Attn.: Salvatore Palma

24.3. A party may change address by giving notice in writing to the other party and thereafter all notices shall be addressed and transmitted to the new address. Notices shall be deemed given and received upon personal delivery, or if mailed, upon the expiration of 48 hours after being deposited in the United States Mail. Notices may also be given by overnight courier which shall be deemed given the following day or by facsimile transmission which shall be deemed given upon verification of receipt.

25. Agreement is Entire Understanding

25.1. This Agreement constitutes the entire understanding and agreement of the parties.

26. Exhibits

26.1. The following documents are referred to in this Agreement and are attached hereto and incorporated herein as though set forth in full:

<u>Exhibit A</u>	Legal Description of Property
<u>Exhibit B</u>	Site and Floor Plan of the Project
<u>Exhibit C</u>	Operating Conditions
<u>Exhibit D</u>	Security Plan
<u>Exhibit E</u>	Odor Control Plan

27. Counterparts

27.1. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

28. Recordation

28.1. The City shall record a copy of this Agreement within ten (10) days following execution by all parties.

[Execution Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

CITY

DEVELOPER

City of Greenfield

Greenfield Organix

By: _____
City Manager

By: _____
Salvatore Palma, Owner

Attest:

City Clerk

Approved as to form

City Attorney

2691992.1

(NOTARIZATION ATTACHED)

Exhibit A

Legal Description of Property

Real property in the County of Monterey, State of California, described as follows:

Lot 260, as said Lot is designated upon that certain Map entitled, "Map of the Clark Colony, Monterey County, Calif., Surveyed by H. B. Fisher, Surveyor & C.E., 1905," filed July 19, 1905 in Volume 1, Maps of "Cities and Towns" at Page 64, in the Office of the County Recorder of the County of Monterey, State of California.

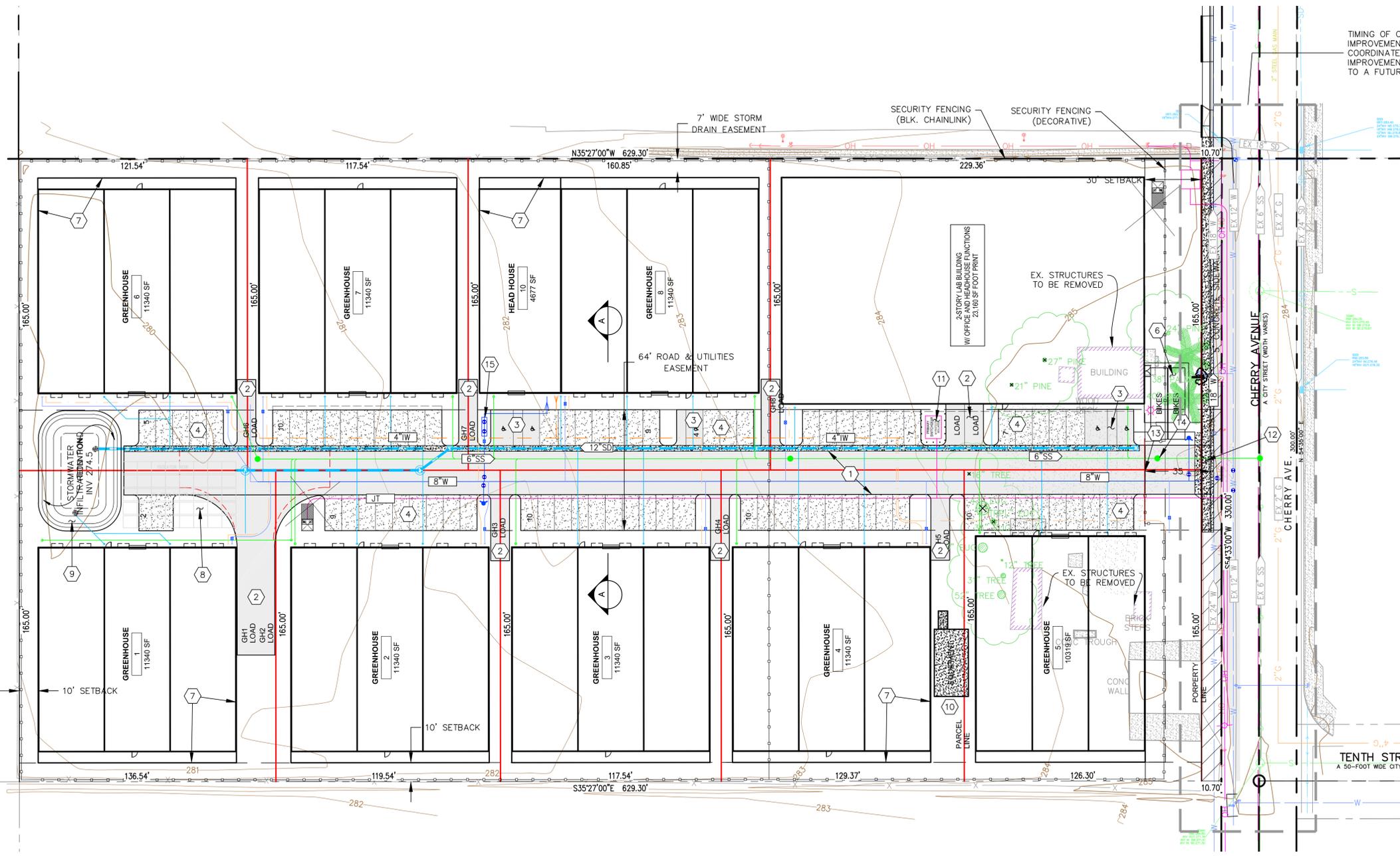
APN: 109-162-010

Exhibit B

Site and Floor Plan of the Project



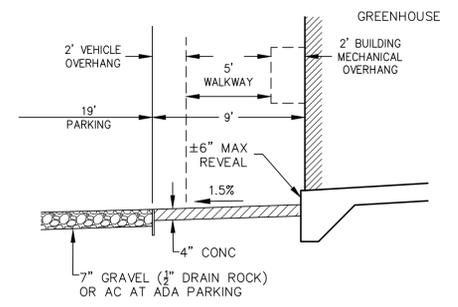
TIMING OF CHERRY AVE. IMPROVEMENTS TO BE COORDINATED WITH PG&E WORK. IMPROVEMENTS MAY BE DEFERRED TO A FUTURE TIME.



CONSTRUCTION KEYNOTES:

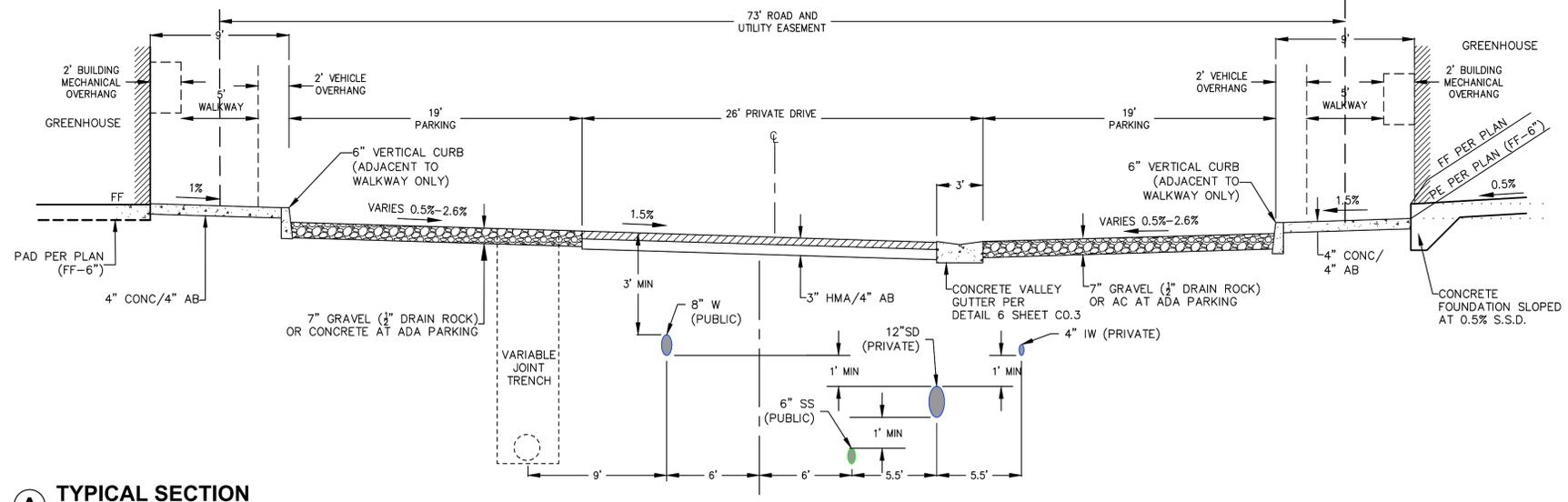
1. ASPHALT CONCRETE TRAVEL WAY
2. LOADING AREA
3. ACCESSIBLE PARKING
4. GRAVEL PARKING AREAS
5. ASPHALT CONCRETE PEDESTRIAN WALKWAY
6. BIKE PARKING
7. GREENHOUSE CONCRETE PAD. TYPICAL SIZE 105' X 115'. BUILDING OUTLINE SHOWN FOR REFERENCE ONLY. S.A.D. FOR GREENHOUSE DESIGN
8. UNDERGROUND STORM WATER RETENTION CHAMBERS
9. RETENTION BASIN
10. CONCRETE PAD FOR EQUIPMENT, INCLUDING TRANSFORMERS AND BUTANE TANKS
11. JOINT TRENCH PRIMARY PANEL, INSTALLED BY OTHERS
12. DRIVEWAY IMPROVEMENTS PER CITY OF GREENFIELD STANDARD DETAIL
13. GATE
14. SEWER MANHOLE WITH METERING DEVICE
15. DOMESTIC WATER DOUBLE DETECTOR CHECK VALVE WITH METER (SERVICE TO SITE RO SYSTEM)

- GRAVEL PARKING AREAS
- ASPHALT ROADWAY
- CONCRETE PEDESTRIAN WALKWAY



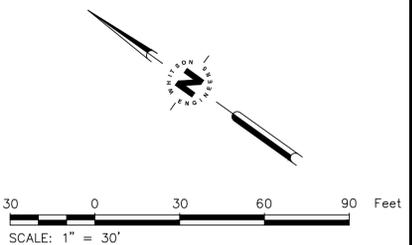
FLUSH WALKWAY OPTION

SCALE: NONE



TYPICAL SECTION

SCALE: NONE



NOT FOR CONSTRUCTION

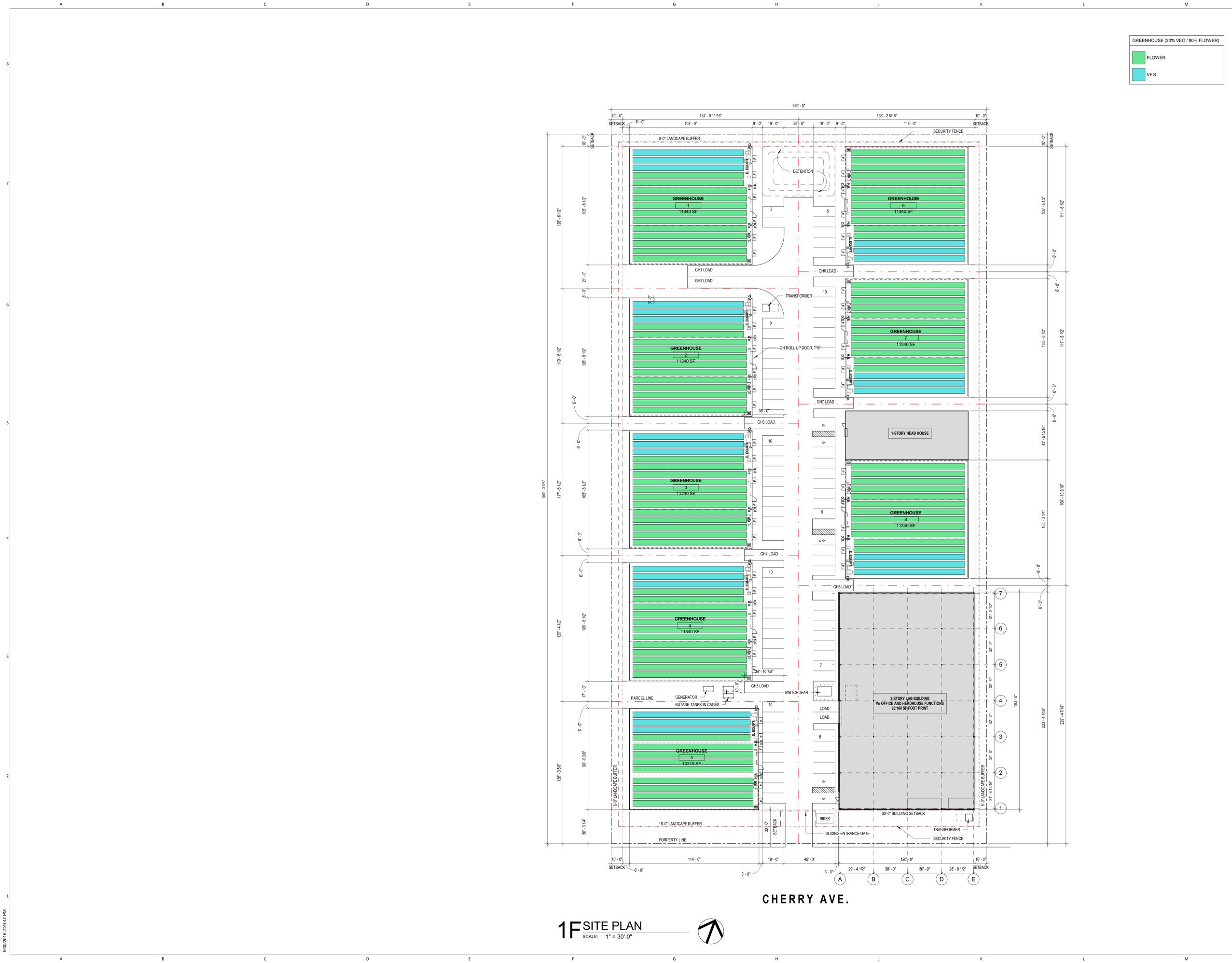
REVISIONS:
 NO. BY: DATE: DESCRIPTION:

DATE: 9/7/16
 SCALE: 1"=30'
 ENGR: RCH
 JOB NO.: 3457.00

WE WHITSON ENGINEERS
 9699 Blue Larkspur Lane • Suite 105 • Monterey, CA 93940
 831 649-5225 • Fax 831 373-5065
 CIVIL ENGINEERING • LAND SURVEYING • PROJECT MANAGEMENT

CALIFORNIA
GREENFIELD ORGANIX
 CITY OF GREENFIELD
SITE PLAN
 APN 109-162-010
 SHEET **C1.1** OF 5

900 CHERRY AVENUE

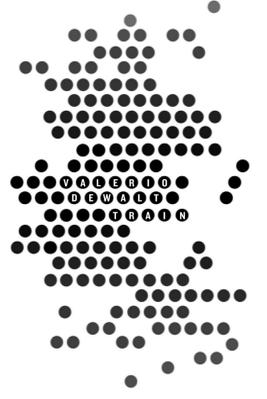


GREENHOUSE (20% VEG / 80% FLOWER)

- FLOWER
- VEG

PROJECT NAME
GREENFIELD ORGANIX (GO2-1)

PROJECT ADDRESS
900 CHERRY GREENFIELD, CA 93927



ARCHITECT
 VALERIO DEWALT TRAIN ASSOCIATES, INC.
 424 WAYERLEY STREET
 PALO ALTO, CALIFORNIA 94301
 650.561.7000
 www.buildordie.com

PROJECT TEAM **ARCHITECT STAMP**

DAVID RASCHÉ
 CHRISTINE ROSENBERG
 ROMINA TONUCCI
 HANNAH AMBROSE

VDTA PROJECT NUMBER

CONSULTANT

CONSULTANT PROJECT NUMBER

ISSUE		
NO.	REVISION DESCRIPTION	DATE
1	OWNER REVIEW	09/22/2016
2	ISSUED FOR PLAN COMMISSION	10/04/2016

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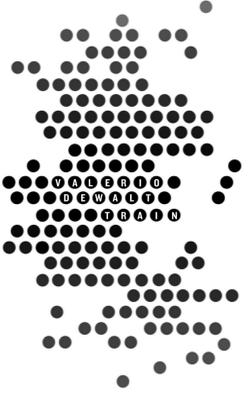
SHEET TITLE
SITE PLAN

SHEET NUMBER
A0-01

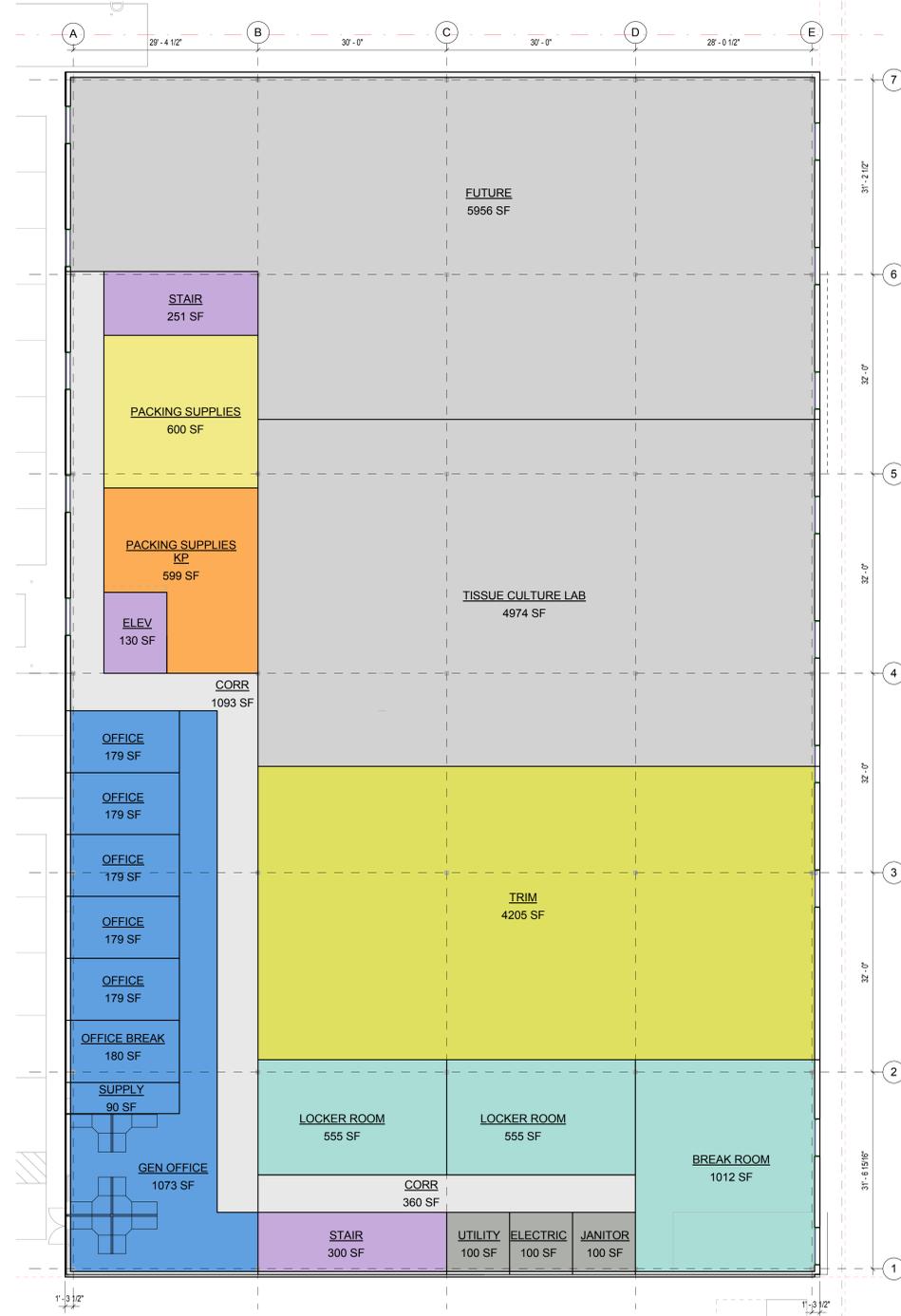
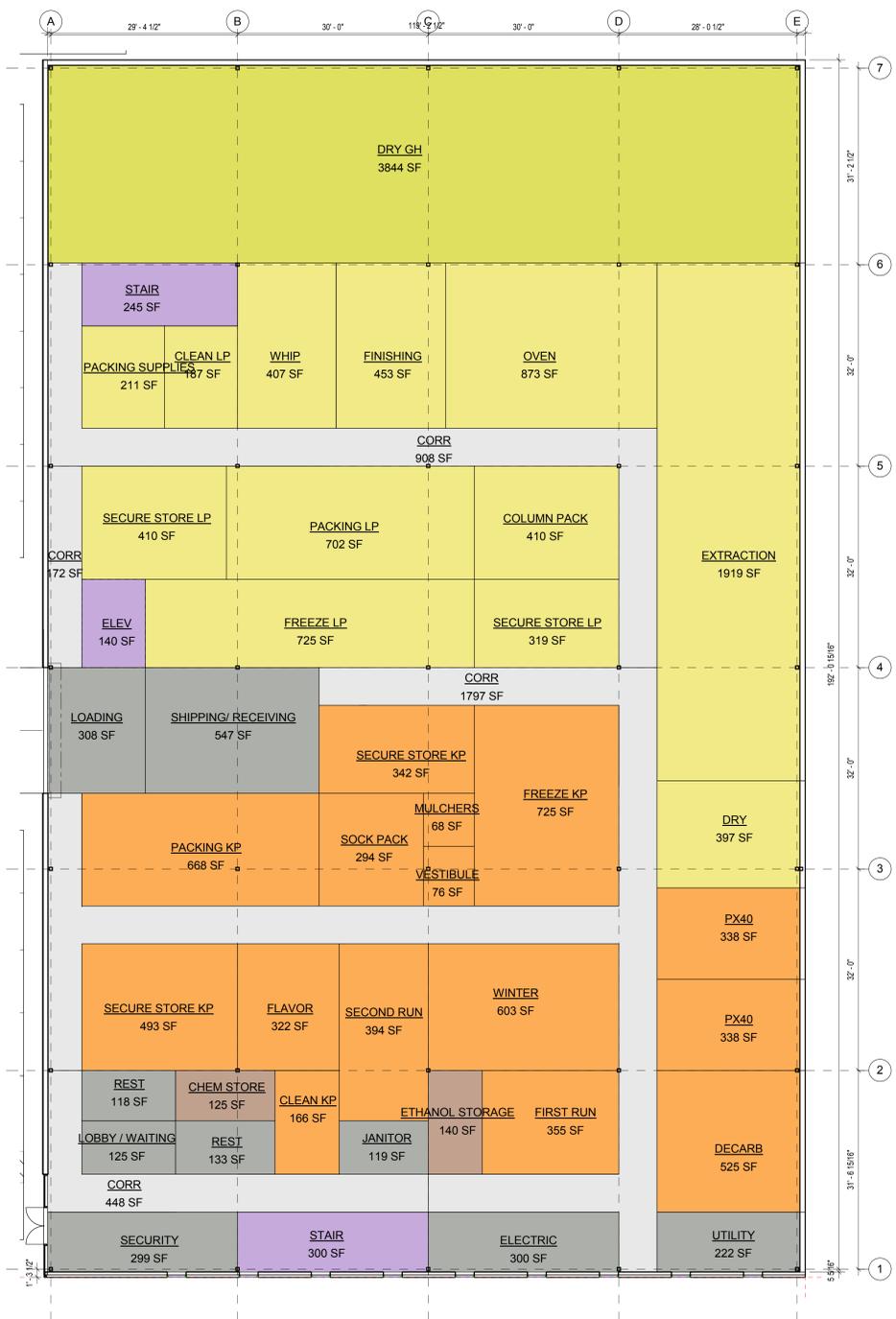
1F SITE PLAN
 SCALE: 1" = 30'-0"

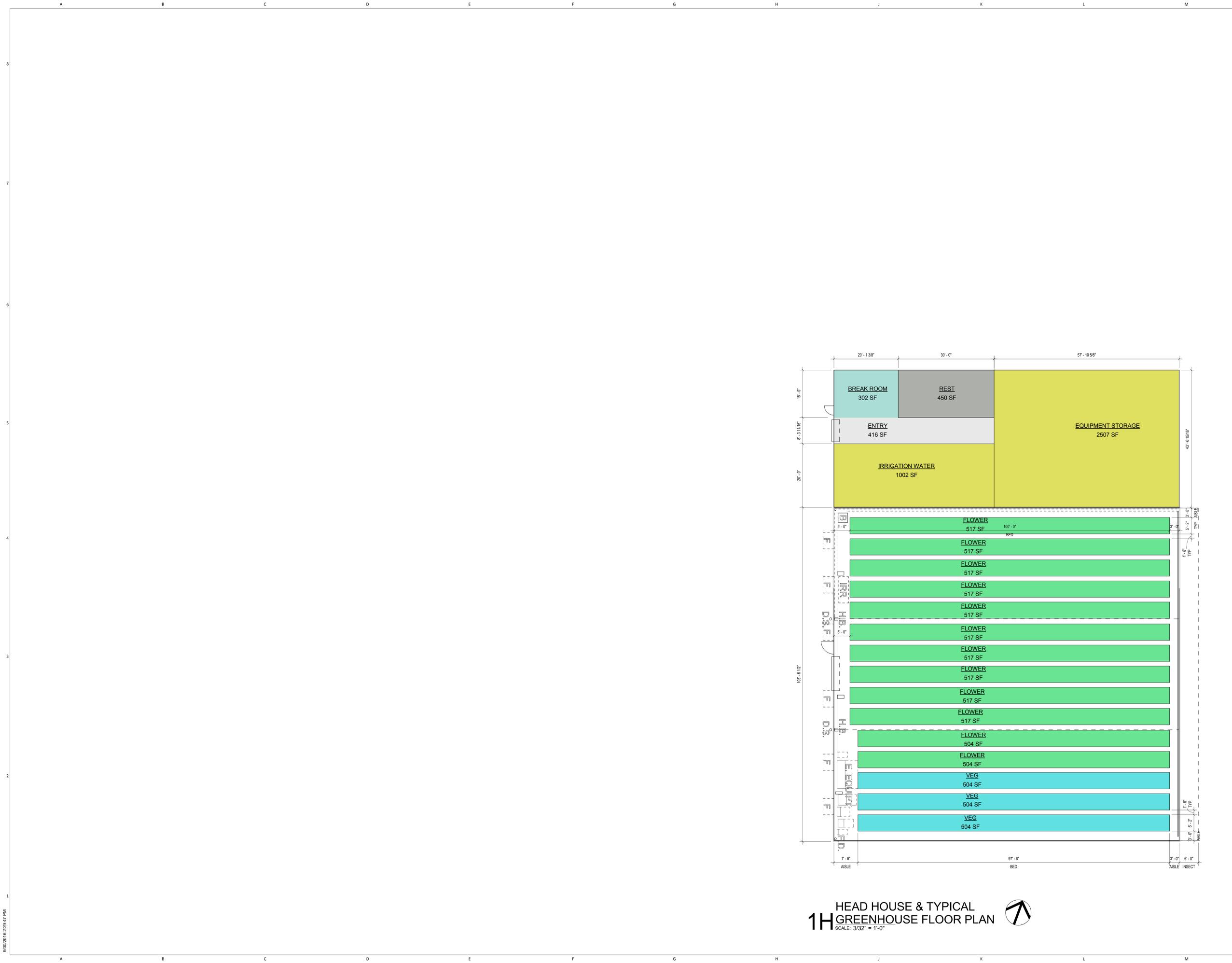
CHERRY AVE.

9/30/2016 2:28:47 PM



ISSUE		
NO.	REVISION DESCRIPTION	DATE
1	OWNER REVIEW	09/22/2016
2	ISSUED FOR PLAN COMMISSION	10/04/2016

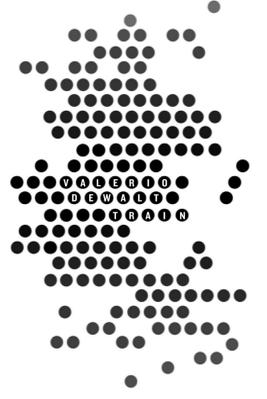




HEAD HOUSE & TYPICAL GREENHOUSE FLOOR PLAN
 SCALE: 3/32" = 1'-0"

PROJECT NAME
GREENFIELD ORGANIX (GO2-1)

PROJECT ADDRESS
**900 CHERRY
 GREENFIELD, CA
 93927**



ARCHITECT
 VALERIO DEWALT TRAIN ASSOCIATES, INC.
 500 N. DEARBORN, 9TH FLOOR
 CHICAGO, ILLINOIS 60654
 312.260.7300
 www.buildordie.com

PROJECT TEAM ARCHITECT STAMP
 DAVID RASCHE
 CHRISTINE ROSENBERG
 ROMINA TONICCO
 HANNAH AMBROSE

VDTA PROJECT NUMBER

CONSULTANT

CONSULTANT PROJECT NUMBER

ISSUE		
NO.	REVISION DESCRIPTION	DATE
1	OWNER REVIEW	09/22/2016
2	ISSUED FOR PLAN COMMISSION	10/04/2016

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SHEET TITLE
HEAD HOUSE & TYPICAL GREENHOUSE PLAN



SHEET NUMBER
A1-02

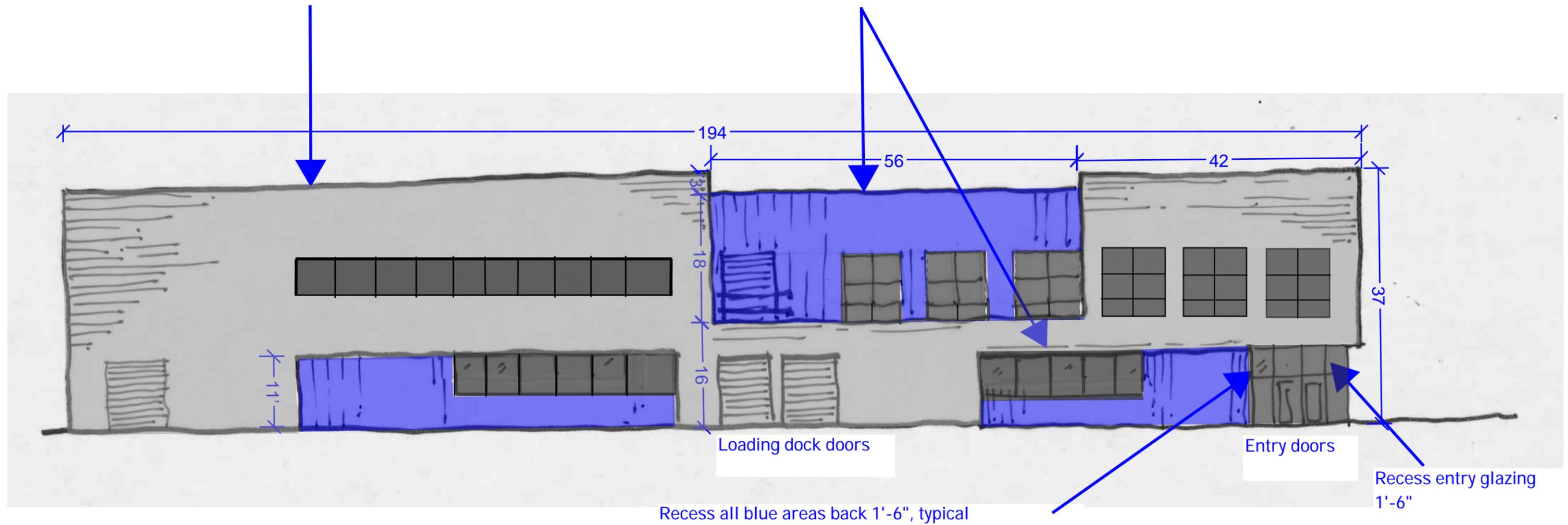
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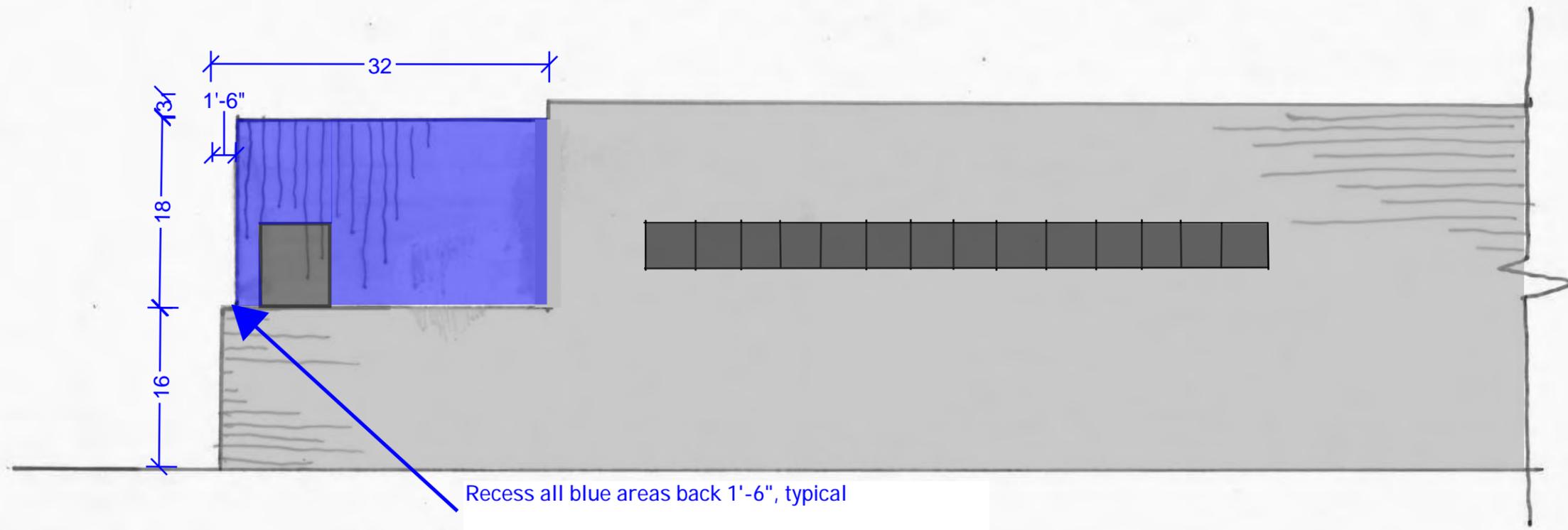
Horizontal metal panel, narrow rib, grey color



vertical metal panel, wide rib, color to be blue

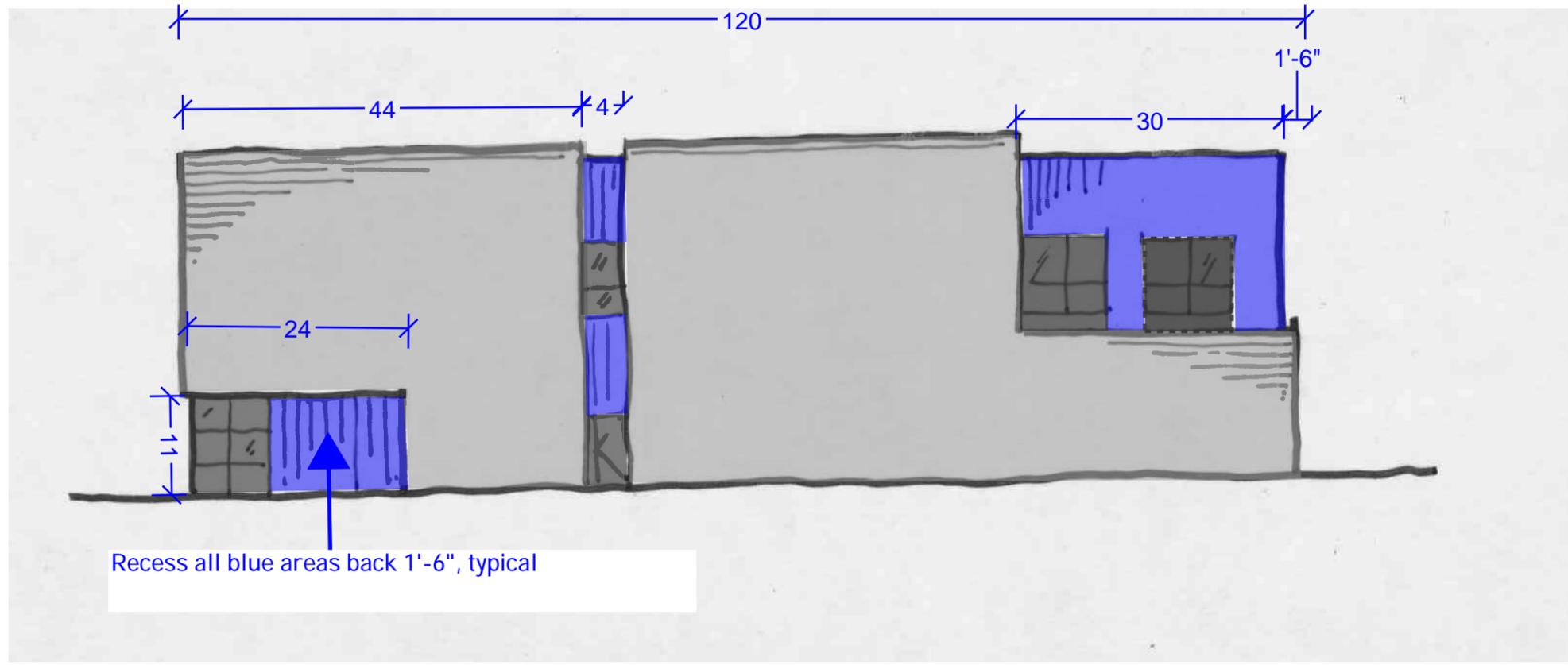


West Elevation (facing parking)



Partial East Elevation
(on west lot line)

Recess all blue areas back 1'-6", typical



South Elevation (Cherry Street)









EXHIBIT C

Operating Conditions

Developer agrees to comply with the following additional conditions pursuant to Section 5.3 of the Agreement.

1. Standard Operating Procedures

Developer is a non-profit mutual benefit corporation that shall serve medical marijuana qualified patient and primary caregiver collective members who shall comply with all relevant California state laws and local ordinances. See, for example, California's Compassionate Use Act (Proposition 215) as codified in Health and Safety Code §11362.5; Senate Bill 420, the Medical Marijuana Program Act (H&S Code §§1362.7 to 11362.83); the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use (2008 Attorney General Guidelines); and the newly enacted Medical Marijuana Regulation and Safety Act that is comprised of Assembly Bill 243, Assembly Bill 266, and Senate Bill 643 (Bus. & Prof. Code §§ 19300 *et seq.*; H&S Code § 11362.769-11362.777; Water Code § 13276).

During the term of its Regulatory Permit and the term of this Agreement, Developer shall lawfully operate in accordance with all State and local laws. Developer shall employ exemplary operating procedures to comply with State and local laws. Developer's facility shall employ safety and security measures as set forth herein for the safety and security of its employees, as well as other individuals in its neighboring community.

2. Security Plan

The issuance of a Regulatory Permit is conditional upon approval of the proposed security plan by the City Police Chief. The security plan shall include, at a minimum and as appropriate, provisions for video surveillance, perimeter fencing and security, protection of the building(s) from vehicle intrusion, cash handling procedures, product handling and storage procedures, visitor procedures, third party contractor security procedures, employee security procedures, and a professionally monitored alarm system. Equipment and systems used for video surveillance and building alarms shall be approved by the City. Developer shall also obtain an assessment of site security by a qualified security consultant. The Security Plans required by this Section 2 will not be made public, except when required by law.

Video surveillance shall include, at a minimum, all site and facility entrances and access points, all spaces accessible by the public, all secured areas of the facility with restricted access, all interior spaces and rooms where medical marijuana products are handled and processed, shipping and receiving areas, cash storage areas, and other areas necessary to protect the safety of employees and the public and to ensure medical marijuana products are received, handled, stored, packaged, shipped, and distributed in compliance with applicable local and state laws and regulations. The video surveillance

system shall be web-based with direct access provided to the City Police Department for real-time monitoring from the Police Department and through authorized smart phone devices.

The security system shall also include sensors to detect entry and exit from all secure areas, panic buttons in appropriate locations, and a professionally monitored alarm system with glass breakage sensors and motion detectors.

Developer shall employ properly trained and licensed third-party security personnel to protect the welfare and safety of Developer employees and to ensure public safety to the neighboring community. Developer shall provide City with specific policies for training employees regarding security procedures. Developer shall use security personnel 24 hours, 7 days a week. Security personnel may be armed with the prior approval of the City Police Chief. Security personnel may be subject to a background investigation by the City Police Chief. Security personnel shall not be assigned to or employed at the Developer's facility without the prior approval by the City Police Chief.

All security personnel shall register and maintain valid registration status with the State of California Department of Consumer Affairs. At no time shall any security personnel register with the State at any level that is less than that of a proprietary private security officer. Proof of application and registration for all security personnel shall be maintained by the Developer and shall consist of copies of all relevant documentation including: application forms, receipts for application fees and live scan fees, and actual proof of registration.

3. Possession of Firearms

Except for licensed security personnel approved by the City Police Chief, no person employed by the Developer shall be in possession of any firearm while on the premises or location without having first obtained a license from the appropriate state or local agency authorizing the person to be in possession of such firearm. Every such person in possession of a firearm while on the premises or location must provide the City Manager and the City Police Chief with the following at least ten days prior to bringing the firearm onto the premises:

- i) A copy of the license issued to the person by the appropriate state or local agency authorizing him or her to possess such firearm;
- ii) A copy of his or her law enforcement identification (if he or she is employed by a law enforcement agency);
- iii) A copy of his or her California driver's license or California identification card; and
- iv) Any other information reasonably required by the City Police Chief to show that the individual is in compliance with the provisions of all laws regarding the possession and use of a firearm.

4. Identification Display

Each owner, manager, employee, and individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall at all times while engaged in the duties of his or her position wear in plain sight, on his or her person and at chest level, a valid identification badge, issued by the City Police Chief and containing such information, including a suitable photograph, as the City Police Chief may require. No owner, manager, employee, or individual member engaged in the cultivation, processing, manufacturing, distribution, or transporting of medical marijuana shall engage in any activities on behalf of Developer with which he or she is employee, without first obtaining a valid identification badge. Identification badges shall expire one year after issuance. Application for renewed identification badges shall be filed with the City Police Chief no later than thirty days prior to the expiration of the current identification badge. Identification badges shall be the property of the City and shall be immediately collected by the Developer and provided to the City Police Chief within twenty-four hours of their expiration, or within twenty-four hours of the termination of the employment.

5. Procedures for Inventory Control to Prevent Non-Medical Diversion of Medical Marijuana

Only employees who receive clearance from the City Police Chief shall be permitted to enter Developer's facility. Each employee shall have to meet a criminal background investigation conducted by the City Police Department or such other person or entity designated by the City Manager, which at a minimum shall include a LiveScan criminal history check.

Developer's membership rules shall seek to prevent the diversion of medical marijuana for non-medical uses by implementing strict policies and practices, to maintain tight controls on inventory and donations and/or cost reimbursements received.

Developer's collective agreement shall prohibit the use of medical marijuana by its employees at its facility, in the neighborhood vicinity of its facility, and/or while driving.

Developer shall take all necessary and reasonable steps to prevent the distribution of any of its medical cannabis products to minors; prevent revenue from the sale or distribution of its medical cannabis and/or infused products from going to criminal enterprises, gangs and cartels; prevent the diversion of marijuana from California to any other state; prevent state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity; prevent violence and the use of firearms in the cultivation, manufacture and distribution of marijuana; discourage and educate against drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use; disavow growing marijuana on public lands that creates attendant public safety and environmental dangers posed by such illegal uses; and discourage and educate against marijuana possession or use on federal property. The Developer shall provide City with a Non-Diversion of Marijuana

Grown for Medical Use Plan documenting the steps Developer will take to satisfy the requirements of this Section.

6. Control and Testing

Developer shall utilize quality control measures and testing to ensure only the highest quality of medical marijuana and infused products shall be produced. For the purpose of testing, Developer shall use a licensed testing laboratory that has adopted a standard operating procedure using methods consistent with general requirements for the competence of testing and calibration activities, including sampling, using standard methods established by the International Organization for Standardization, specifically ISO/IEC 17020 and ISO/IEC 17025 to test medical cannabis and medical cannabis products that are approved by an accrediting body that is a signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Arrangement prior to distribution to its patient collective membership affiliates. Inspection and testing shall be conducted by the approved testing lab off-site. All other testing standards and procedures shall be in accordance with applicable State law and regulations.

All medical marijuana products shall undergo a quality assurance review prior to distribution to Developer's patient collective affiliates in order to ascertain its quantity and content. Inventory procedures shall be utilized for tracking and taxing purposes by the state. Developer shall employ an efficient record-keeping system to make transparent its financing, testing, and adverse effect recording, as well as recall procedures. Developer shall employ an efficient record-keeping system that shall reflect its financing, testing, and adverse effect recording and product recall procedures. Developer shall provide City with a written plan explaining how it will satisfy the requirements of this Section 6.

7. Packaging of Medical Marijuana and Infused Products

All Developer's medical marijuana products shall be packaged and labeled as required by section 19347 of the California Business and Professions Code and applicable requirements and regulations issued by the State pursuant thereto. In addition to those packaging and labeling requirements, and packaging and labeling requirements set forth in the Developer's Regulatory Permit application, as amended or supplemented, all medical marijuana products shall be packaged in an opaque childproof container which shall contain a label or be accompanied by a leaflet or inset that states, at a minimum:

- i. The name, address and telephone number of the medical marijuana dispensary facility to which the medical marijuana product is distributed, sold, or transferred;
- ii. The amount of medical marijuana in the container; and
- iii. The date the medical marijuana was transferred to a medical marijuana dispensary facility.

Developer intends to produce infused products and shall secure any approval from the County of Monterey Health Department required for manufacturing and handling such products. Developer's infused products shall not be produced, manufactured, stored or packaged in private homes. All Developer's medical marijuana infused products shall be individually wrapped at the original point of preparation.

8. Point of Sale Tracking System

Developer shall maintain an inventory control and reporting system that accurately documents the location of medicinal marijuana products from inception through distribution, including descriptions, weight, and quantity. The inventory control and reporting system shall comply with the track and trace program required by section 19335 of the California Business and Professions Code and regulations issued therein.

Developer shall employ an electronic point of donation/sale system approved by the City, such as BioTrack THC, MJ Freeway, or similar system for all point of donations/sales tracking from seed or inception to product distribution to other licensed medical marijuana dispensary facilities. Such approved system shall track all Developer medical marijuana products, each edible, harvested flower, and/or manufactured concentrate, as well as gross sales (by weight and sale). BioTrack THC, MJ Freeway, or similar system shall have the capacity to produce historical transactional data in accordance with the City's requirements.

9. Record Keeping

Developer shall maintain records for all dispensed medical marijuana and/or infused products. Developer shall comply with all records-keeping responsibilities that are set forth in section 5.28.220 of the Greenfield Municipal Code, including complete and up-to-date records regarding the amount of medical marijuana cultivated, produced, manufactured, harvested, stored, or packaged at Developer's facility.

10. Processing, Handling, Storing, and Distribution of Medical Marijuana and Related Products

Medical marijuana cultivation, handling, storing, and processing shall be concealed from public view at all stages of growth and processing, and there shall be no exterior evidence of cultivation or processing occurring at the premises from a public right-of-way or from an adjacent parcel. Medical marijuana cultivation, handling, storing, processing, or distribution shall not create offensive odors; create excessive dust, heat, noise, smoke, traffic, or other impacts that are disturbing to people of normal sensitivity residing or present on adjacent or nearby property or areas open to the public; or be hazardous due to use or storage of materials, processes, products, or wastes.

Developer shall store its medical marijuana and/or medical marijuana products in a locked safe room with T-card identification access for management only. The safe room shall be constructed of fire-rate walls with numerous cameras installed to view all entries and exits from the safe room, as well as all other activities performed within

Developer's facility. Developer shall not conduct outdoor operations except as related to lawful delivery and transportation of medical marijuana and infused products. Developer shall not store medical marijuana or related products in its delivery vehicle outside normal operating hours of the facility.

Medical marijuana products shall be sold or distributed only to licensed dispensaries in California. Excess or contaminated product shall be securely stored on-site until it is properly disposed. Disposal may include composting, incineration, land-fill disposal through the local waste management hauler, or other disposal methodology in accordance with state and county health and safety codes and regulations.

11. Description of Banking Plan

Developer shall seek to open a bank account under the name of the Developer or its associated management company to provide transparency for funds received, operational costs, including payroll, tax payments to the state and federal governments, among others. Should a bank account not be forthcoming, Developer shall purchase and install safes to secure all daily funds received from its collective membership or other lawful cooperative corporation to which its products are sold, transferred, or distributed. If Developer successfully opens a bank account, it shall make provisions for Developer collective members or other lawful cooperative corporations to implement debit and credit card transactions. Developer shall not accept personal or corporate checks.

12. Transportation Plan

Developer shall comply with all local and state law regarding transportation, including the rules governing delivery service. Developer shall retain a list of names and cellular contact numbers for all employees engaged in transportation of medical marijuana products and provide it to the City Police Department, keeping the list current and up to date.

All Developer employees engaged in transportation of medical marijuana products shall carry a copy of the dispensary's current license authorizing the delivery of medical marijuana and/or related products, along with the employee's government-issued identification. The Developer employee engaged in transportation shall be instructed to present his/her license and identification upon request to state and local law enforcement and other employees of regulatory authorities. The licensee shall maintain a physical copy of the delivery request and shall make it available upon request of the City and its police officers. The delivery request documentation shall comply with state and federal law regarding the protection of confidential medical information (HIPPA). The licensed dispensary requesting the delivery shall maintain a copy of the delivery request and shall make it available, upon request, to the City and its law enforcement officers.

Developer shall keep complete and up-to-date records documenting each transfer of medical marijuana to other lawful cooperative corporations, including the amount

provided, the form or product category in which the medical marijuana was provided, the date and time provided, the name of the employee making the transfer, the name and address of the other lawful cooperative corporation to whom delivery is made, and the amount of any related donation or other monetary transaction.

13. Community Relations

i. Public Outreach and Education Program

Developer shall create an effective public outreach to City of Greenfield's community, including but not limited to outreach and interface with public and private schools, youth organizations, religious organizations, health care providers, drug abuse treatment providers, and mental health and drug counseling providers.

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment and implementation of appropriate public outreach and education programs. The public outreach and education programs shall be approved by the City.

ii. Community Benefits Program

Developer shall coordinate and cooperate with the City and other medical marijuana Developers located within the City of Greenfield in the establishment, implementation, and funding of a community benefits program which could include such items as new community recreation facilities, expansion and/or improvement to existing facilities or other physical improvements that provide a benefit to the community, support of holiday and special community events, and support of local public service and special districts and organizations. This community benefits program may be implemented by a foundation or other association of medical marijuana Developers issued regulatory permits by the City.

The City and the public shall participate in the decision-making process for identifying and prioritizing community needs and benefits, and identifying appropriate projects to be funded by the entity implementing this community benefits program. All projects under the community benefits program must be approved by the City.

iii. Designation of Persons Responsible for Community Relations

At the time of this Agreement, Developer's general manager, Salvatore Palma, shall be responsible for community inquiries and complaints and on site during normal business hours.

iv. Interface with City of Greenfield Police Department

Developer's general manager, Salvatore Palma, shall interface with the City Police Department to ensure its operation is in compliance with local and state laws and regulations.

v. Local Recruitment, Hiring and Training Programs

Developer is committed to making a good-faith effort to recruit, hire, and train local residents for employment by the Developer. A good-faith effort means the Developer shall take the following or similar actions to recruit and employ local residents: 1) Contact local recruitment sources to identify qualified individuals who are local residents, 2) Advertise for qualified local residents in trade papers and newspapers of general circulation in the area, and 3) Develop a written plan to recruit and employ local residents as a part of the its workforce.

Developer shall also seek local companies to serve as its general contractor and subcontractors needed for construction and build-out improvements of the Developer's medical marijuana facilities. Additionally, local companies shall be sought to employ as licensed security guards needed once Developer's facility is opened, as well as for ancillary services needed.

14. Safety Plan

In addition to all other requirements described in this Exhibit, Developer shall provide City with a Safety Plan that describes the fire prevention, suppression, HVAC and alarm systems the facility will have in place. The Safety Plan shall include an assessment of the facility's fire safety by a qualified fire prevention and suppression consultant considering all possible fire, hazardous material, and inhalation issues and threats, and shall describe the written and physical mechanisms in place to deal with each specific situation.

15. Business Plan

Developer shall provide City with a Business Plan that includes a description of day-to-day operations of the Project (in accordance with the GMC Section 5.28.200), including but not limited to a description of how the Project will conform too local and state law in accordance with Greenfield Municipal Code Sections 5.28.050, 5.28.140, 5.28.160, 5.28.170, 5.28.180 5.28.190 and 5.28.200, and the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use. The Business Plan shall also contain a schedule for beginning operation of the Project, including a narrative outlining any proposed construction and improvements, and a timeline for completion. The Business Plan shall include, at a minimum, a budget for construction, operation, maintenance, employee compensation, equipment costs, utility costs, and other operation costs and shall demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the sources and uses of funds.

The Business Plan shall also contain a plan for at least three years of operations to address how the Project, including its exterior areas and surrounding public areas, will

be managed, so as to avoid becoming a nuisance or impacting neighbors and the surrounding community.

In addition, Developer shall provide City with proof of capitalization, in the form of documentation of cash or other liquid assets on hand and Letters of Credit or other equivalent assets.

16. Employment Requirements

Developer shall adhere to heightened pay and benefits standards and practices, including recognition of the collective bargaining rights of employees, providing compensation to and opportunities for continuing education and training of employees, and providing a living wage to all employees.

2691992.6

EXHIBIT D

Security Plan

SECURITY PLAN – 900 CHERRY AVE.

GREENFIELD ORGANIX

PREPARED FOR

City of Greenfield

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SECURITY PLAN

This is the written Security Plan for Greenfield Organix and Higher Level of Care (“We”, “Us”, “Our”, “Applicant”). This plan addresses and meets the application requirements of the [Greenfield Police Department] Medical Cannabis Program Rules and Regulations (“Department”).

This plan addresses and meets the Requirements of Chapter 5.28. Subsection D-3 “Security Plan” of the City of Greenfield (hereinafter sometimes referred to as “City”) Medical Cannabis Ordinance (“Medical Cannabis Ordinance”).

I. INTRODUCTION

We understand that security is of paramount importance. We are keenly aware of the added security challenges that a business of this nature faces, and we have taken extensive measures to have professionally-vetted policies, procedures, and systems in place to provide comprehensive protection, not only for our physical plant and inventory, but also for our employees and patients. Our security will meet or exceed the Police Department and Cities requirements set forth.

The security and safety of the Collective's member/patients, staff, administration and surrounding public, is crucial to the operational goal of providing medicinal cannabis within a safe and healthy environment.

We have named Uretsky Security PPO -16659 (“Security Agent”) as the dispensary agent in charge of security. This person has more than 40 years’ experience in the information security sector. Bill Uretsky (partner) served 24 years with the Carmel Police Department, retiring as a Lieutenant in 2000. Mr. Uretsky started his Private Security Company in 2001 and has been providing security to schools, banks, gated communities, and private events. Nick Cina (partner)

We will, at all times, have one or more designated Manager(s) (“Security Manger”) as the Collective’s agent in charge of security.

The Security Agent will have oversight responsibility for the implementation of this plan. As the person responsible for implementation, Bill Uretsky & Nick Cina also will serve as a liaison with the executive staff, board, and law enforcement. In addition, Bill Uretsky & Nick Cina will have oversight responsibility to review and update this Security Plan on a regular basis to ensure our continued compliance with the security aspects to all applicable laws of the State of California and the Medical Cannabis Ordinance.

With the leadership of our Security Agent, we are developing a state-of-the-art plan that takes advantage of the security industry’s best practices and most up-to-date technology, ensuring

that our cultivation and manufacturing facility operates at the highest level of security preparedness.

If our application is approved, we will reach out to local law enforcement officials in our application area to enlist their input and cooperation in the development of our security procedures. The goal is for our plan to meet or exceed current standards for policing and securing this type of facility.

Our Security Plan is divided into two components: *Facility Security* and *Operations Security*. The preventive measures adopted in these components will minimize our security exposure, protecting the public, our patients, and our staff. We also are confident that should there be any breach of security, our comprehensive response capabilities will ensure the incident is quickly detected, contained, and resolved at the appropriate response level.

II. FACILITY SECURITY

The Cultivation/Manufacturing facility ("Facility") are to be located at a single site. The security at the Facility is designed to reduce the likelihood of security breaches and to trigger an immediate response in the event of a breach. In addition, it is designed to control access to the cultivation and manufacturing areas, limiting it to authorize and properly identified personnel.

The physical address of our Facility will be at 900 Cherry Ave. in Greenfield, California, which is across the street from the Greenfield Police Department. (Site plan showing the Facility, including the street(s), parking lot(s) and any other entities that physically border the Facility are shown in an attachment).

Our proposed facility is located within a Light Industrial use area that includes industrial and manufacturing businesses.

1. Physical Building

A. Location and Building Specifications

We have located our Cultivation / Manufacturing facility in a light industrial use area that includes industrial and manufacturing businesses. The cultivation facility will include ten 10,800 square foot greenhouses, and the manufacturing lab will be a 4,000 square foot freestanding building. The Facility will have a secure means of ingress and egress, and is located in an area of low vehicular traffic. The Facility has a front entrance/exit that will be guarded by security measures 24 hours a day, 7 days a week. All window and points of ingress and egress on all structures will be secured will be secured to deter unauthorized access. Car access also will be limited with fencing

Areas where cannabis will be kept or handled have no external doors or windows and can be accessed only from within the Facility.

All main access point door hinges will be equipped with hinge-pin-locking screws to increase security.

This configuration yields optimal conditions for surveillance. These existing design elements will not only make unauthorized access extremely unlikely; they will also discourage any theft attempts.

B. Floor Plan

A floor plan, (developed and approved by the City) of the Facility will detail the location of:

- (1) All entrances and exits to the Facility;
- (2) The location of any windows, skylights, and roof hatches;
- (3) The location of all cameras, and their field of view;
- (4) The location of all alarm inputs (door contacts, motion detectors, duress/hold up devices) and alarm sirens;
- (5) The location of the digital video recorder and alarm control panel.

C. Lighting

Statistics show that crimes are less likely to occur in well-lit areas, because a well-lighted property is an excellent deterrent against criminals. Security lighting is one of the most practical and effective ways to prevent crime in or around commercial facilities.

The main objectives of our security lighting system at the cultivation sites are to illuminate dark areas and detect and recognize movement in the protected area. The best vision with outdoor lighting is obtained from downward directed and shielded security lighting that is constantly on, supplemented with instant-on lighting triggered by motion detectors.

We will add external security lighting, including high spot lights to both facilities. Each facility and all walkways of each facility will be well illuminated to maximize visibility. Lighting will be operated automatically by a photo-sensor, ensuring that lighting will at all times be optimal for video capture.

Exterior lighting on the Facility and parking area lighting for the Facility will be balanced and will not result in a glare on adjoining properties, will complement the security systems described above to ensure that all areas of the facility are visible, and will provide increased lighting at all entrances to the Facility. The exterior lighting will be turned on from dusk to dawn.

No medical cannabis, or any product containing medical cannabis, or paraphernalia will be visible from the exterior of any Facility.

We will add external security lighting as appropriate.

D. Guards / Identification

Once the facility is operational we will employ Uretsky Security to provide security guards licensed by the Bureau of Security & Investigative Services (BSIS). Each guard will have in their possession a guard card issued by the BSIS indicating they have completed their initial 40 hours of training and additional 20 hours of training each additional year. Training will consist of:

- | | |
|--------------------------------|-------------------------------|
| 1. Powers to Arrest | 10. Driver Safety |
| 2. Weapons of Mass Destruction | 11. Supervision |
| 3. Public Relations | 12. Radio Procedures |
| 4. Observation & Documentation | 13. Courtroom Demeanor |
| 5. Communication | 14. Traffic Control / Parking |
| 6. Liability / Legal Aspects | 15. Firearms Training |
| 7. Chemical Agents | 16. Baton Training |
| 8. Preserving Incident Scene | 17. Fire Safety |
| 9. Crowd Control | 18. Evacuation Procedures |

Uniformed security personnel will be on site monitoring the facility during hours of operation. All security personnel will be thoroughly screened, trained, and strictly supervised by our Security Department working in conjunction with Uretsky Security, to ensure they are of the highest capability. Our internal liaison for our Security Department will be Salvatore Palma who is one of our Board of Directors.

Uretsky security will employ Security Personnel subject to the following requirements:

- All Security Personnel will register and maintain valid registration status with the state of California's Department of Consumer Affairs. At no time will be any Security Personnel register with the State at any level that is less than that of a proprietary private security officer.
- While on duty, all Security Personnel will have a nameplate containing the Security Personnel's full name and the word "SECURITY" printed in bold, capital letters. The nameplate will be exhibited prominently on the clothing, at chest level, and will be visible and easily read at all times. The nameplate will be a minimum of two inches (2") high and four inches (4") wide, with the required information printed in capital letters, at least three-fourths inches ($\frac{3}{4}$ ") high and in a contrasting color.
- As an alternative to a nameplate, the Security Personnel's name and the word "SECURITY" may be embroidered on the Security Personnel's outermost garment with the required information meeting the above specifications and located at chest level.

A minimum of one (1) Security Personnel/Security Guard will be present and on duty at the Facility 24 hours per day, 7 days per week.

The Security Personnel/Security Guard will provide security inside the Facility, along the outside perimeter of the Premises, at parking sites immediately adjacent to the Facility, and at sidewalks adjacent to the Facility.

The Facility will have a single point of entry and exit.

During operating hours, we will have 1 on-site security guard roaming the Facility and verifying employee credentials. After hours we will have a total of 1 on-site security guard roaming the exterior of the Facility.

Security personnel will perform and keep records of having performed routine regular inspections of all security systems, barriers, gates, doors, and locks, immediately reporting any malfunctioning or compromised security feature to the Security Agent. Any incidents qualifying as irregular or suspicious will be handled immediately.

E. Perimeter Security

We will secure the perimeter of our cultivation facilities to prevent unauthorized intrusion. With our cultivation facility, we plan to use one or more of the following critical elements to secure the perimeter of our building: security fencing, security guards, and electronic surveillance (round-the-clock manned or alarmed camera surveillance and electronic intrusion detection).

The cultivation facility will have six (6) foot metal fencing around the entire perimeter with a secured entry/exit gate. Any new fencing will be installed in such a way that no gaps will be left between the fencing and areas where it butts up against the building or yard. The security of any perimeter fencing will be checked by guards daily.

The perimeter of each building will be secured by video surveillance and adequate outside security lighting. In addition, during non-operational hours, all entryways and exits and all windows will be externally covered by according metal fencing.

Motion detectors will monitor the inside of all exterior doors and windows. These are separate sensors from our video camera motion detectors.

F. Access Conditions for Staff and Non-Staff Business Associates

At the Facility will be fifty-five (55) parking spaces inside the secured perimeter for employees and deliveries.

Staff here refers to anyone defined by the Department as a Facility agent: a principal officer, board member, employee, or volunteer. Non-staff business associates are all those, such as vendors and contractors, who do business with our Company but are not Facility agents. To access restricted areas of either facility, non-staff business associates will need to be admitted by appropriate staff and must be accompanied by a staff member at all times.

All persons working for or doing business with us will need a company-issued permanent identification card or temporary identification tag to be able to enter restricted areas. Staff will receive these upon hire.

Once the reason for their visit is confirmed, vendors and contractors will receive temporary identification tags at the reception window before being allowed to enter the cultivation or manufacturing rooms under staff escort.

We will require that ID cards and tags be visibly worn by all staff and non-staff at all times within the facility.

G. Non-Patient Public Access

Persons other than management, employees, volunteers, vendors, and contractors may from time to time have legitimate reasons to visit our facility. These include:

- Law enforcement
- Political officials and government administrators,
- Medical, health, and social service professionals, and
- The media.

Besides Facility agents, no one other than law enforcement may enter the restricted areas of our facility unless their visit has been approved by management, they have been issued and are wearing a temporary facility identification tag authorizing their entry into restricted areas, and they are accompanied at all times by a staff member who has been specifically authorized to bring them into access-restricted areas.

H. Internal Access-Point Control

Movement within each area of the facility will be tightly controlled. All main access doors and doors to the cultivation rooms will be outfitted with electronic keypad locks. Only permitted employees will be allowed to enter into the cultivation facility.

2. Electronic Security System

We will install a comprehensive electronic security system with video surveillance/recording capability, third-party monitoring, intrusion detection, and panic buttons.

A. Video Surveillance

The Facility will be equipped with, and at all times be monitored by, a web-accessible closed-circuit television for security purposes. The camera and recording system will be of adequate quality, color rendition and resolution to allow the ready identification of any individual committing a crime anywhere on or adjacent to the Facilities premises. The system will be fully functional prior to processing or cultivating of medical cannabis at the Facility, should that occur.

The recordings of the monitoring will be maintained for a period of not less than sixty (60) days and will be made available and accessible to the Chief of Police and any other City official charged with enforcing the provisions of the Greenfield Municipal Code. The recordings will be made available immediately upon request for review and copying, without the need for a search warrant, subpoena or court order. The Facility will also provide the Chief of Police with the URL address of any on-site web-based video surveillance to monitor remotely at any time without a warrant, subpoena or court order.

We will employ state-of-the art external and internal cameras, each with a minimum resolution capacity of 704 x 480 pixels per square inch. This is sufficient to allow facial identification of anyone in or nearing the facility. All cameras are equipped with motion detection and will have infrared technology for low light conditions, capable of identifying activity at night or in unlit rooms. Our CCTV camera system with digital recorder includes:

- External video surveillance will cover all areas of possible ingress and egress. Internal video surveillance will cover the cultivation rooms, and processing rooms. This covers all areas where cannabis is present or handled and all means of access to such areas. Video surveillance will cover external and internal areas 24/7.
- Electrical backup will be provided by a named brand Uninterrupted Power Supply unit sufficient to supply a minimum of five minutes of backup power to our cameras and computers. We have both on and off-site storage capacity of 3TB, enabling us to store at least 60 days of video surveillance recording. A failure notification system will provide both audible and visible notifications if there is any failure in the electronic monitoring system.

B. Third-Party Monitoring

We anticipate contracting with ADT to help deter, detect, and document security events at each facility from a remote location. ADT will monitor for fire and for security breach of doors or windows. Trained professionals from their monitoring centers will be able to access our security surveillance system at all times, and will report and document any suspicious activity. Our internal security personnel will work with ADT to establish guidelines for what entails suspicious activity and to ensure regulatory compliance.

There will be triggers around the facility to alert our monitoring team of a possible intrusion or unauthorized access. Triggers can be:

- Motion-sensor surveillance cameras
- Motion-sensor laser beams

- Unauthorized electronic access via supervision of system arming/disarming via individual personnel keypad combinations
- Security and fire alarms with remote central station supervision

ADT is the largest single provider of electronic security services to more than six million commercial, government and residential customers throughout North America. Founded in 1874, ADT's total security solutions include intrusion detection, fire detection, video surveillance, access control, radio frequency identification and integrated systems.

C. Intrusion and Motion Detection

Our alarm system will have motion detectors covering entryways and exits, hallways, cultivation rooms, storage rooms, and windows.

Motion detectors will be utilized to monitor the interior side of all exterior windows and doors. (These are separate from our video camera motion detectors.)

All active perimeter personnel and overhead doors will be equipped with magnetic door contacts to detect the opening of a door when the system is armed. The Vault door will also be contacted to detect opening when the system is armed.

D. Centrally monitored Fire and Burglar Alarm System

The Facility will comply with all local fire code requirements.

- The Facility will have a centrally monitored fire and burglar alarm system. This system will be fully functional at all times and prior to processing or cultivating medical cannabis at the Collective facility, should that occur.
- At a minimum, this alarm will cover the perimeter of the Facility and will focus on those areas where medical cannabis is grown, produced, harvested, stored, packaged or dispensed.
- This alarm system will be monitored by a professional alarm company at all times.
- This alarm system will be routinely inspected to ensure that it is functioning properly.
- We shall install, maintain, and use a professionally monitored robbery and burglary alarm system; which meet the following requirements:
 - The control panel shall be a UL listed burglar alarm control panel;
 - The system shall report to a UL listed central monitoring station;
 - A test signal shall be transmitted to the central station every twenty-four (24) hours;
- At a minimum, the system shall provide coverage of all facility entrances and exits, rooms with exterior windows, rooms with exterior walls or walls shared with other facility tenants, roof hatches, skylights, and storage room(s) that

contain safe(s);

- The system shall include at least one (1) holdup alarm for staff use; and
- The system shall be inspected and all devices tested annually by a qualified alarm vendor.

E. Alarm Testing

A test signal will be transmitted to the central station every twenty-four (24) hours. The alarm system will provide coverage of the facility ingress/egress points, the exterior windows, offices, production areas, storage areas, cashiering areas and the product safe. The system will include at least one (1) holdup alarm for staff use. Finally, the system shall be inspected and all devices tested annually.

F. Panic Buttons and Internal Communications

Panic buttons will be installed by ADT at the Facility and portable emergency will be available for personnel as required.

There will be three incoming phone lines and three active telephone handsets with intercom capability: reception office, dispensary room, medical director's office, and the miscellaneous business office. Phones will be VOIP via broadband ISP. The Internet provider will wire the security system equipment to their interface unit so as to allow full communication of the security system through their equipment.

G. Fire Security

The Facility will comply with all local fire code requirements. The fire system design will be reviewed by the Fire Department for permit issue. Requirements of the Fire Department above the proposed design will be reflected on a Change Order.

We will use Carlon's Fire Extinguisher Sales & Service, to provide sprinkler systems for the Manufacturing building. Alarm initiating and supervisory switches will be connected to the fire alarm system.

Notification appliances will be installed throughout the building. A single manual pull station will be installed in a continuously occupied area of the building for access during business hours.

The fire alarm equipment will be an addressable Firelite alarm control/communicator. Communication to the central monitoring station will be via dedicated land line with high security cellular/GSM back-up communication.

In addition, all rooms will be equipped with smoke detectors. ABC rated fire extinguishers will be present in the Manufacturing building and greenhouses.

H. Maintenance and Testing

All security-related systems will be routinely inspected to ensure that they are functioning properly. This includes:

- Video surveillance equipment
- Third-party monitoring equipment and connections
- Alarm systems
- Sensors
- Electrical connections
- Motion detectors
- Smoke detectors
- Panic buttons
- Phone connections
- Information storage and backup systems
- Electrical backup systems

The Security Agent will be responsible for ensuring that such inspections take place at reasonable intervals. We will promptly implement all necessary repairs to ensure continuous proper functioning of the security system. Inspection results and maintenance records will be securely kept for review by the Department and appropriate oversight authorities.

We will be utilizing a solar panel system along with battery backup to ensure that in the event of a power outage our facility will still have the appropriate power needed to keep the building secure. This means our electronic access will remain along with our other systems that we will have in place.

III. POLICIES & PROCEDURES FOR FACILITY SECURITY

1. Incident Management and Emergency Response

We understand that smooth operations require well-laid contingency plans and a staff well-trained in their execution. Under the leadership of our Security Agent and with input from appropriate. Local agencies and enforcement authorities, we will develop a comprehensive Emergency Response Plan.

The Emergency Response Plan will include contingencies for non-security related emergencies such as medical emergencies, bomb threats, fires, explosions, chemical release, and weather-related disasters to ensure an appropriate and orderly response. This will prevent non-security related emergencies from becoming aggravated security emergencies as well. Emergency procedures and emergency contact numbers will be provided in writing to all employees and posted prominently in all areas of the facility.

We will also develop a comprehensive set of guidelines for dealing with security threats. All staff will learn and be drilled in these procedures to ensure they are adequately prepared for emergencies. Preparedness means all staff members:

- Know how to assess emerging situations to determine the type and level of threat they may pose;
- Know how to respond to different kinds of security threats;
- Know which types of situations warrant the activation of panic buttons; and
- Know how to proceed when a security alarm goes off or a panic buttons has been activated.

If a security breach is found to constitute an actual emergency, authorities will be notified as required. We will then follow the emergency response procedures it will establish in cooperation with local law enforcement authorities for smoothly bringing the situation under their control.

Procedures will be revised and updated as necessary. They will be reviewed at least once every twelve months. We will invite local law enforcement to offer their input on up-to-date security threat analysis and contingency planning.

2. Outside Partnerships: Liaising with Community and Local Law Enforcement.

Local law enforcement and neighbors in close proximity to our facilities will have the name of one or more contact persons on our staff whom they can notify day or night in case there is a problem impacting them or that they feel may impact us.

We will periodically reach out to neighbors to ensure that there are no unreported problems of this sort.

We also will reach out to local law enforcement to develop a professional working relationship and a coherent contingency plan for incidents that require a law enforcement involvement at our facility. Local law enforcement officials will be invited on-site to discuss and evaluate potential security risks, vulnerabilities, and to assist in the development or enhancement of our current security program.

3. Closing Procedures

After the cessation of business each day our closing procedures require that the alarms be set by the two (2) or more individuals who will all exit at the same time. At the close of each business day, our personnel will insure that all rooms are locked, the processed medical cannabis and medical cannabis to be disposed is under lock and key in the safe and that the security alarms are set.

- All exterior doors and interior rooms and cultivation rooms are locked.
- The processed medical cannabis and raw medical cannabis is secured in the safe.

- That the security alarms are set.

4. Safe

The Collective will maintain, at the Facility, a fireproof safe for the storage of all records and documents required by the Greenfield Municipal Code Chapter 5.28.00.

5. Storage of Cannabis

Medical cannabis will be stored in buildings that are completely enclosed, and in a locked vault or safe, or other secured storage structure which is bolted to the floor or structure of the Facility.

6. Preventing On-Site Consumption

We shall not permit the consumption of medical cannabis at the registered premises in any form. All medical cannabis will be kept in a closed container that shall not be opened on the premises. Any medical cannabis or cannabis paraphernalia that shows evidence of the medical cannabis having been consumed or partially consumed will be reported to the Department and/or local Police Department.

We will place smoke detectors around premises and routinely monitor surveillance to prevent the use of medical cannabis on the registered premises.

7. Suspicious Activity and Loitering

Staff will be trained to identify and respond appropriately to all levels of suspicious activity. Loitering will not be tolerated. Loitering by Employees will result in a warning. Continued Loitering will result in termination. For non-employees, loitering or suspicious activity will be addressed by our security personnel, then in notification of local law enforcement.

8. Ingress / Egress / Access

We will secure the perimeter of the Facility to prevent unauthorized intrusion.

Windows and roof hatches of the Facility will be secured from the inside with bars so as to prevent unauthorized entry. The bars will be equipped with latches that may be released quickly from the inside to allow an exit in the event of an emergency. The windows and roof hatches will be in compliance with all applicable building provisions in the Greenfield Municipal Code.

Exterior doors to the Facility will remain locked from the outside to prevent an unauthorized ingress to the facility. Ingress will be allowed by means of a remote release operated from within the Collective. In all cases, doors will remain operable from the inside to allow egress without the use of a key or special knowledge. Access-controlled egress doors will comply with Section 1008.1.3.4 of the California Building Code.

Persons other than management, employees, volunteers, vendors, contractors, and members may, from time to time, have legitimate reasons to visit our facility; such

persons: may include: law enforcement, political officials, government administrators, medical, health, and social service professionals, and the media.

Besides the Facilities management, employees, vendors, and contractors, no one, other than law enforcement or City agents, may enter the restricted areas of the Facility unless management has approved their visit. Movement within the Facility will be tightly controlled and regulated.

No cultivation of Medical Cannabis at the Facility will be visible with the naked eye from any public or other private property, nor will Medical Cannabis or any product containing Medical Cannabis be visible from the exterior of the Facility.

All areas devoted to the cultivation of medical cannabis at the Facility will be secured and separated from public access, by locked interior doors and any other security measures necessary to prevent an unauthorized entry.

9. Preventing Theft & Non-Diversion

To prevent diversion of medical cannabis we will take the following measures:

- Any personnel that are aware of any such theft or diversion will result in immediate termination and reporting the incident to both the Department and the Police Department.
- All Medical Cannabis while growing will be maintained in a secure and locked room that is accessible only to authorized persons. Medical Cannabis that has been processed but not delivered to an authorized dispensary will be in a compliant safe.
- No individuals who are not authorized to be on the cultivation facility premises will be allowed access thereby reducing the threat of theft or diversion of Medical Cannabis.
- Employees will have lockers and changing areas in the facility. They will change from their street clothes into uniforms which are void of pockets while they are on shift. At the completion of a shift, the employees will change from the work uniform back into their street clothes. All employees are subject to searching.
- At the time of each delivery, we will verify the status of the registered dispensary is in good standing with the Department.
- Have the dispensary agree not to distribute cannabis to non-patients;
- Have the dispensary agree not to use the cannabis for other than medical purposes;
- Track when dispensary licenses and/or permits expire;
- Enforce conditions of purchasing by excluding dispensaries who are caught diverting cannabis for non-medical use;
- Monitor transactions and program controls to see if a dispensary is purchasing more than should be reasonable.
- Implementing our state-of-the-art supply chain tracking system that follows

every plant from seedling to sale to prevent shrinkage within the cultivation facility. Each plant has a barcode and if it is missing we will know that a serial number is unaccounted for;

- Compare average yields of plants, whereby if plants in particular areas are yielding less end product we can alert Security to a possible concern; and
- Obtain delivery confirmations for each package delivered to dispensaries from authorized transportation personnel, and log that information with our record keeping system.

Since regular inventory and supply chain tracking is crucial to preventing diversion, inventory will be manually performed every day by two background-checked employees to verify the accuracy of our computerized inventory management system using BioTrackTHC.

We believe that by having strict guidelines aimed at preventing diversion, and creating an inventory tracking system that allows us to follow each plant from seedling to sale, we will be able to create a closed loop system and effectively mitigate risks of theft and diversion.

10. Incident Log

We will maintain an incident log for a period of seven (7) years with reports of incidents that triggered an alarm. Such reports shall be made available to the Department during any inspection of the facility. We will notify the Department by electronic means within twenty-four (24) hours of any incident in which a theft, burglary, robbery, or break in occurred, whether or not items were actually removed from the facility. Our facility manager shall follow up the initial notice with a written report describing in detail the factual circumstances surrounding the incident and include an inventory of all stolen items, if applicable. The incident log will be kept in a safe, secured filing cabinet.

11. Weapons

No person will be allowed to be in possession of any firearm while in the Facility, other than licensed security personnel. Security Personnel in possession of a firearm will be contracted only from a licensed bonded security company.

IV. OPERATIONS SECURITY

Employees will be tested on training content and must pass the test by their third attempt in order to remain employed. All staff will also go through periodic refresher seminars, as well as new training on any policy updates or changes in procedure. All emergency procedures will be rehearsed in periodic drills.

In addition to training and periodic drills, all employees will receive official Company reference material, written in plain English and presented in an easy-to-use outline format, explaining all our operational, safety, and security policies and protocols. In developing our official safety and security policies, we will consult with local law enforcement. We will also work with local police to develop effective ongoing

employee training seminars and practices. Especially in developing our policies and training procedures on crime prevention and security threat response, we will seek the involvement of local law enforcement.

1. Business Hours

Our Facility shall not be open to the public. In the event that the Facility shares space with other neighbors, the portion of the building used for cultivating/manufacturing medical cannabis shall be closed to the public. The Facility will normally operate from 8am-8pm, 7 days per week, but may at times operate outside of these normal business hours. We shall permit only a registered director, officer, member, incorporator, agent, manager, employee, or government or law enforcement official on the registered premises of our Facility.

2. Workforce Security

A. Staffing Structure and Current Employee Roster

We expect to employ at least 39 people at the Facility.

B. Background Checks

We will perform background checks on all employees, volunteers, principals, directors, and board members. We will also perform background checks on any contractors or vendors who regularly work within the facility or will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

We will not employ anyone who has been convicted of a felony except for the purposes of the Medical Cannabis Program as an “excluded felony offense.”

Also, we elect not to engage any contractors or vendors who would have access on a regular basis or for an extended time to restricted areas of our facility if they have been convicted of any excluded felony offenses.

3. Training and Drills

Security and emergency response training is only part of the comprehensive training required for all employees. Training will also cover:

- Medical cannabis laws and regulations,
- Secure electronic record keeping,
- Procedures for product handling, and
- Personal safety, fire safety, and crime prevention.

4. Personnel Records

We will maintain personnel records for each employee, or agent. These personnel records will be maintained for a period of at least six months past the end of the individual’s affiliation with us. These records will include:

- Application
- Identification and verification as a qualified patient
- Documentation of all required training,
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters.
- Sign copy of the Greenfield Organix Employee Policies & Procedures Handbook
- Performance reviews
- Record of any disciplinary action taken against employee at any time during employment.

5. Limited Cash Operation

Cash payments will be directly deposited into a drop slot safe, limiting the amount of cash circulating at the dispensary. The money will be removed from the safe and counted daily in a locked room. Access to the dispensary will be limited to employees during all safe transfers. Two employees are required to be present during this time. The cash will then proceed to the appropriate bank in a locked container each day. Access to the container will require both an electronic keypad password and a pass-code.

6. Inventory Security

A. Sale

The inventory tracking and control system associates every product sold. Each item sold will be distributed to the legal dispensary with whom we have an executed Cultivation Agreement in place.

All sales take place under camera surveillance that captures inventory movement as well as faces and identifying features of the individuals involved in the transaction.

B. Storage

All harvested medical cannabis will be stored in high-security fire-proof safes. Inventory will be removed from the storage safes only for the purpose of immediate transport or immediate sale. Our fireproof safes will be waterproof from fire hoses and sprinklers and have all steel construction, inside and outside. Our storage safes will represent top quality for safety and fire protection. The storage area shall have a volumetric intrusion detection device(s) installed and connected to the facility intrusion detection system. The safe shall be a UL listed burglar-proof safe with a minimum rating of TL-30. Safes weighing less than seven hundred fifty pounds (750 lb.) shall be installed in a steel clad concrete block or otherwise securely anchored to a fixed part of the facility structure.

C. Visibility

Medical Cannabis or paraphernalia will not be visible from any public or other property not owned by us.

D. Transport

We plan to offer delivery of medical cannabis to dispensaries. To ensure the security of transport agents and of inventory being transported and to comply with Department regulations, we have adopted the following procedures described in this section:

1. Vehicles will not have any medical cannabis identification, and no medicine, plants, or paraphernalia will be visible.
2. All deliveries from our facility will include the use of trained security or internal personnel in teams of two. Delivery drivers will be required to successfully complete our training, how to prevent robberies, protect their lives, and stop “car jacking’s.”
3. We will consider using a real-time wireless reporting of all deliveries to monitor delivery, which we believe will help prevent diversion during the delivery process. It also will allow us to track the location and delivery time of products.
4. All transport vehicles will be equipped with GPS monitoring and will be required to update the dispensary upon every completed delivery.
5. All incoming medical cannabis products from other dispensaries will be accepted at the designated vehicle and placed in a sealed and locked container. Access to this container will require both an electronic keypad entry and a physical key. Products remain in the locked transport container during transport. The incoming container will be removed from the delivery vehicle under the supervision of a minimum of two employees. The container will only be opened once it is securely inside the dispensary.
6. Transport agents will be able to engage in two-way communication with the dispensary during transport in case of emergency.
7. We will require all incoming materials to have a detailed transit slip ready on arrival and carried throughout the trip. This will include:
 - The origination of the items (the names and registry identification numbers of the releasing dispensary and dispensary agent),
 - A description of the products being transported (the type of product, quantity, and tracking numbers),
 - Designated and actual route of transport,
 - Name and registry identification number of the transport agent responsible for

the transport, and

- Date and time of departure and arrival.

Loading at the facility will also take place under the supervision of a minimum of two employees. All products will be transported from the dispensary to the vehicle and from the vehicle to the designated drop-off locations in a sealed and locked container. Access to the container will require both combination input on an electronic keypad and a physical key.

E. Disposal of Unused or Surplus Medical Cannabis

We intend to dispose of unused or surplus medical cannabis and its by-products by incinerating or composting. All unused or surplus medical cannabis and its by-products shall be weighed and documented and recorded on a form.

We shall report any stolen or lost medical cannabis by filing a police report by calling 911 or in person with the Police District where our registered business resides either in person or in writing within twenty-four (24) hours of becoming aware of the theft or loss.

F. Record Keeping

We will keep meticulous records, complying with local, state, and federal laws and regulations regarding patient records, inventory records, and transportation records. Transport agents will carry with them a copy of the transport authorization and control data (the “transit slip”) during transport of medical cannabis. All inventory control records and records of inventory transfer, transport, and delivery will be kept for five years and made available to the Department and authorities on request.

G. Information Systems Security

Our data and information are as valuable as our products. We will take both ordinary and extraordinary measures to protect our information systems and keep our data secure. Ordinary measures are:

- Using virus protection, spam-filtering, and firewalls
- Keeping software and OS updated
- Using passwords and changing them frequently
- Using secure wireless networks
- Restricting web browsing
- Initiating frequent and secure data backups

We will limit access to our network by using unique user passwords and by restricting IP addresses and MAC addresses to specific computers. The use of third party email, web, and data servers will be avoided. We will provide training on user security procedures.

All data and information from our security system and from our inventory control system will be secured and encrypted and backed up automatically every night, not only to a private server on site, but also to a secure, off-site server location. Should there be an emergency, natural disaster, or criminal breach at our facility, all data remain safe and remotely accessible on our remote backup server.

For data backup we will be using a Capsule on-site and an encrypted FTP for transfer to secure off-site storage.

EXHIBIT E

Odor Control Plan

This is the written Odor Management Plan for GREENFIELD ORGANIX (hereinafter sometimes referred to as “We”, “Us”, “Our”, or “Collective”). This plan addresses and meets the Requirements of Chapter 5.28.020 of the City of Greenfield (hereinafter sometimes referred to as the "City") Medical Marijuana Ordinance ("Medical Marijuana Ordinance").

INTRODUCTION

The proposed cultivation and dispensing of medical cannabis could impact the environment and cause odors. A preliminary evaluation has been made of possible significant impacts of odors to the environment and mitigation measures that can be incorporated into the planning, design, and operation of the Collective. The primary purpose of Odor Management Plan is to demonstrate how the Collective will comply with the applicable environmental laws and regulations pertaining to the Collective facilities.

SCRUBBING AND TREATMENT OF AIR

The Collective intends to use a Closed Growing Environment (CGE), or closed loop aeration system that keeps all environmental conditions contained within a production room, as opposed to an open aeration system that brings in air from outside at its facilities. In a CGE setup, each room, where plants are stored or processed, is sealed from the others, bringing in no outside air. Contrary to common belief, plants do not need fresh air from outside to thrive, which explains how plants can survive in places like space stations and space shuttles where air does not exist.

For Greenfield Organix, the specifications of our CGE include the following:

Odor Neutralization: Greenfield Organix will have an Uvonair 5000 Plus Ozone Generator supplying Ona air neutralizer every 5,000 cubic feet of interior space. The ONA odor neutralizing products consist of complex formulations representing a variety of chemical compounds offering different functionalities, both structural and chemical. The technology behind ONA was initiated over 25 years ago. The scientist who invented ONA became fascinated when he observed that terpenes, when diffused into the environment, reduced odors and unwanted emissions. Inspired by this finding, further evidence showed that the odors were not just masked but permanently removed. The result was a set of specialized formulations that neutralize a wide spectrum of organic and inorganic odor problems — effectively, efficiently and permanently. ONA formulations have been scientifically engineered to be environmentally safe. ONA is manufactured under strict quality controls to ensure a safe and non-toxic product. The components used to make ONA are generally recognized as safe and have been commonly used in the food and cosmetics industries with a long history of safety.

Terpenes: Terpenes are widespread in nature, mainly in plants as constituents of essential oils. Many terpenes are hydrocarbons, but oxygen-containing compounds such as alcohols, aldehydes or ketones (terpenoids) are also found. Their building block is the hydrocarbon isoprene, $\text{CH}_2=\text{C}(\text{CH}_3)-\text{CH}=\text{CH}_2$.

- Terpenes have anti-bacterial, antifungal and antiseptic properties.
- Terpenes have oxygenating properties (increases oxygen level).
- When diffused into the environment, terpenes have been found to reduce airborne chemicals and bacteria.
- Terpene characteristics appear to either destroy the odor molecule or convert it to a more acceptable level.

Mechanisms of Action: There are three mechanisms of action that can occur, based on the chemical and physical natures of each terpene and active ingredient versus the organic and inorganic volatile compounds.

- Adsorption — All VOCs and odorous compounds have a solubility factor in ONA active ingredients. This solubility will allow the VOC compound to solubilize itself in the presence of ONA, relative to the

chemistry of the emission, temperature, pH, and pressure of the environment.

- Absorption — The active molecules in ONA will attract or come into contact with low molecular weight or volatile compounds (VOC's). These VOC's will enter and bond with the ONA active ingredients to eliminate odors.
- Chemical Reaction (The Pairs Theory) — This involves the permanent bonding of the odorous molecule (VOC) and the ONA active ingredients reactive sites. This mechanism transforms the pollutant in its basic properties. As a result, odor disappears.

The affinity of the different odorous compounds (VOCs) with ONA is directly relative to their chemical composition and physical state. For example, a hydrogen sulfite can have a great affinity for certain sites of the ONA active ingredient. It can either bond electrostatically, or react in comparison to its relative solubility. This means different components will be neutralized by one mechanism compared to the other two, or a blend of each of the three. The bottom line is ONA is not a masking agent but offers a safe, effective way to permanently eliminate odors and emissions.

Air Purification: Greenfield Organix will use a robust and extensive system of Carbon & HEPA filters to purify the air within its Closed Growing Environments.

Activated carbon filters are small pieces of carbon, typically in granular or powdered block form, that have been treated to be extremely porous. It is so cavernous, in fact, that just one gram of activated carbon can easily have a surface area of 500m² or higher. Vast surface area enables these carbon filters to adsorb exponentially more contaminants and allergens than traditional carbon.

Adsorption is a distinct process where organic compounds in the air or water react chemically with the activated carbon, which causes them to stick to the filter. The more porous the activated carbon is, the more contaminants it will capture. These filters are most notably used to remove hazardous compounds in home air purification systems.

In air purification systems, activated carbon filters are used in conjunction with HEPA filters to trap known allergens and impurities like:

- Dust
- Lint
- Mold spores
- Smoke
- Pet hair
- Common household chemicals
- Benzene and other VOCs

Carbon filters also help eliminate unpleasant odors so indoor air remains fresh. Used together, activated carbon and HEPA filters can trap 99.97% of small particles 0.3 microns and higher as well as most larger particles, especially spores.

Each greenhouse will be equipped with an GrowBright 8" in line fan carbon filter for every 200 cubic feet of grow canopy. The 8" GrowBright fan is rated at 590 cfm. A CFM of 100 is suitable to exchange the air in 100 cubic feet in a 5 minute span. Providing 590 cfm capacity per every 200 cubic feet will nearly triple that demand.

Transference Minimization: Air Curtains prevent air, contaminants & odors from moving from one open space to another. It reduces penetration of insects and unconditioned air into a conditioned space and vice versa by forcing an air stream over the entire entrance. The air stream layer moves with a velocity and angle such that any air that tries to penetrate the curtain is entrained. Air curtain effectiveness in preventing infiltration through an entrance are up to 90% effective.

At each entrance and exit, Greenfield Organix will install an industrial sized air curtain, manufactured by Northern

Tool and Equipment TPI Variable Speed Air Curtain offering 4,168 CFM keep air/odors from escaping through any exterior doorways during the extremely brief periods which they are open during operations. Doorways will only be open for the period that it takes an employee to pass through the doorway.

By integrating a CGE setup into our production processing rooms, it gives us the ability to manually control a production room's environment, creating ideal plant conditions to foster plant growth, avoid problems associated with an open aeration setup and sustain our environmental objectives. A Closed Growing Environment means there are no air vents pushing air to the outside or vents pulling air in. These enclosed interior environments are not affected by outside conditions, providing a barrier to contain smell within our facility and control pests from entering from outside our facility. By being able to provide plants with an optimal temperature, humidity and CO2 levels it can have a large impact on crop yield and quality while minimizing our impact to the environment.

Cultivators who are not using a Closed Growing Environment expose themselves to significant problems. In an Open Growing Environment setup, to control a growing climate inside of a production room, ventilation fans are used to introduce fresh air and exhaust warm or humid air, helping control temperature and humidity while also maintaining minimal levels of CO2. Although this is a common method of climate control for most cultivators, a significant disadvantage is the outside conditions' strongly influence the inside conditions. Consequently, it becomes difficult to cool a room on a hot day or control humidity on a rainy or humid day, requiring expending additional resources to preserve necessary plant conditions.

In an open system controlling the right balance of temperature and humidity becomes difficult. For instance, in a cool, humid climate, the room can be "overcooled" when trying to lower the humidity. The opposite is true in a hot, humid climate where a room could be over humidified when trying to cool it. Seasonal changes make it difficult to correctly balance temperature and humidity levels.

Before leaving the production room, the air will run through a series of active carbon filters. The air is conditioned with humidifiers, dehumidifiers and air conditioning.

The treatment of air in a CGE setup also helps avoid odor related security and nuisance problems. Cannabis produces heavy odors due to evaporation of volatile terpenoids. As such, in order to have minimal impact to the outside and inside environment and produce more robust plants, GREENFIELD ORGANIX intends to use this system of air circulation and scrubbing air.