

WEST STOCKBRIDGE PLANNING BOARD

)))))	SPECIAL PERMIT APPLICATION
WISEACRE CANNABIS GROWING FACILITY		

NEIGHBORS ADVOCATING FOR FRESH AIR’S OPPOSITION TO WISEACRE CANNABIS CULTIVATION FACILITY SPECIAL PERMIT

NOW COMES, Neighbors Advocating for Fresh Air (“NAFA”), the group formed of neighbors adjacent to the Wiseacre grow farm and many interested residents and hereby oppose the extension of the Special Permit granted to the Wiseacre Cannabis Growing Facility. The group consists of several West Stockbridge and Richmond residents directly impacted by the Wiseacre cannabis outdoor cultivation and manufacturing facility¹.

It is important to begin by emphasizing that the Wiseacre facility is not a farm, although it tries hard to claim that it is. As stated in the notice of public meeting, Wiseacre’s application is for “outdoor cultivation of cannabis and a cannabis manufacturing facility at 42 Baker St., West Stockbridge”. In fact, it is defined by the Massachusetts Cannabis Control Commission as a cultivation facility not a farm. The activity is not agriculture under Massachusetts law:

For the purposes of this section, the term “agriculture” shall be as defined in section 1A of chapter 128, and the term horticulture shall include the growing and keeping of nursery stock and the sale thereof; provided, however, that the terms agriculture, aquaculture, floriculture and horticulture shall not include the growing, cultivation, distribution or dispensation of marijuana as defined in section 2 of chapter 369 of the acts of 2012, marihuana as defined in section 1 of chapter 94C or marijuana or marihuana (sic) as defined in section 1 of chapter 94G.

G.L. c.40A § 3 (emphasis added).

Accordingly, the Right to Farm by-law and any related rules and regulations does not confer any benefits on the Wiseacre facility. Wiseacre’s continued reference to itself as a farm is misleading and disingenuous. Virtually all product generated is sent to a distillation facility to yield THC for gummies. More accurately, Wiseacre is a precursor chemical facility.

¹ The active members of NAFA are listed on Exhibit A.

I. BACKGROUND

A. 2022 Special Permit

The Planning Board granted Wiseacre Farm, Inc. a Special Permit to cultivate cannabis on October 24, 2022. The Permit was granted with just two public hearings and without making the detailed findings required by By-Law Section 6.3.4. *Exhibit B*. There was minimal public input. In fact, none of the members of NAFA were specifically aware of the application. The applicant had not engaged any of its abutters before the application and presented itself as an innocuous farm that would be a great asset to the Town of West Stockbridge. The opposite has been true. The cannabis cultivation has been offensive and a substantial detriment to the neighborhood and nothing but a burden on the Town.

After being denied a permit in Sheffield and moving away from Ashely Falls in 2021, Wiseacre moved to West Stockbridge. https://www.berkshireeagle.com/news/local/after-permit-denial-commercial-pot-farmer-tries-again-in-sheffield/article_a1769422-af67-11eb-b058-efba5f5f473c.html In West Stockbridge, Wiseacre generated little press coverage and was able to secure its Special Permit without any meaningful public input, no expert review and only minimal inquiry about the cultivation process.

In fact, apparently, the only question about odor mitigation was asked by the Chair and the Wiseacre response was, in retrospect, nonsensical:

Jon asked Jon to explain the differences on the updated fence plan as amended from original application. The board discussed the fence and whether regulating it is purview of Planning Board or CCC. The chair asked about odor mitigation, and Jon described a strategy of using other plants to mask odors, the general path of wind, the placement of the fields, and the function of the Ha-Ha, and explained how these all worked together to provide multi-layered odor screening.

9/16/2022 Planning Board Minutes – *Exhibit C*.

It appears the Town was sold on what has turned out to be the illusion of the financial windfall that cannabis cultivation would have on the Town. The Wiseacre Community Host Agreement promised 3% of its gross revenue. *Exhibit D*. That promised windfall has not come to pass. Wiseacre has consumed a disproportionate amount of time from the Select Board and Town Counsel and should not be allowed to continue.

As noted, the 2022 Decision made no detailed findings as required by the By-Law.

Rather, it just repeated the requirements and made conclusory statements:

closing the hearing.

The Board voted as follows on the required findings from Section 6.3.4 of the zoning by-laws:

a. is in compliance with all provisions and requirements of this bylaw, and in harmony with its general intent and purpose;

Motion: Gunnar, Second: Sue. All in favor 5-0.

b. Is essential or desirable to the public convenience or welfare at the proposed location;

Economic benefit to town. Motion: Sue, Second: Andrew. All in favor 5-0.

c. Will not be detrimental to adjacent uses or to the established or future character of the neighborhood;

Applicant has shown there is significant distance between proposed use and any neighboring or abutting uses. - Motion: Sue, Second: Gunnar. All in favor 5-0.

d. Will not create undue traffic congestion, or unduly impair pedestrian safety;

Not a lot of traffic on Baker St, no significant traffic added. Motion: Gunnar, Second: Andrew. All in favor 5-0.

e. Will not overload any public water, drainage, or sewer system or any other municipal facility to such an extent that the proposed use or any existing use in the immediate area or in any other area of the Town will be unduly subjected to hazards affecting public health, safety, or general welfare.

No effect on public services. Motion: Gunnar, Second: Andrew. All in favor 5-0.

This type of superficial decision making does not comply with Massachusetts law. When a zoning or planning board grants a special permit, it must “make an affirmative finding as to the existence of each condition of the statute or by-law required for the granting of the ... special permit.” *Vazza Props., Inc. v. City Council of Woburn*, 1 Mass. App. Ct. 308, 311 (1973). A zoning board's decision that rests upon inadequate consideration of the relevant legal criteria must be vacated. See *Pierce v. Board of Appeals of Carver*, 2 Mass. App. Ct. 5, 7 (1974). *Coady v. Zoning Bd. of Appeals of Wellfleet*, 94 Mass. App. Ct. 1117, 122 N.E.3d 1100 (2019)

NAFA requests that in 2025, the Planning Board more carefully consider the findings required. If it does, it will find that the use is not appropriate and will deny the application to continue the cultivation on Baker Street. At the very least, the Planning Board should engage a professional consultant at Wisacre’s expense to evaluate its odor mitigation plan (specifically including the misting and fan system and the side impact of excessive noise). The Planning Board should also request the Select Board to present its findings with respect to the prior year’s activities and compliance with the Wisacre Community Host Agreement. Certainly, to the extent litigation is threatened by or against Wisacre, the re-issuance of the Special Permit should be denied.

B. 2023/2024 Annual Report and Response

The Wiseacre Community Host Agreement requires Wiseacre to file annual reports. It specifically requires Wiseacre to mitigate complaints about its operations. The Wiseacre Community Host Agreement provides:

Further, in the event the Town receives complaints by Town residents, abutters, or neighboring businesses, which the Town deems reasonable and made in good faith, with respect to Wiseacre Farm's failure to mitigate conditions with respect to the operation of the Establishment, Wiseacre Farm shall meet and/or confer with the individual(s) and/or entity(ies) making said complaints, and, upon the Town's written request, meet with the Town within thirty (30) days of the receipt of said request from the Town to discuss reasonable additional mitigation measures that could be taken. After meeting with the Town, Wiseacre Farm shall implement additional mitigation measures deemed reasonable by the Town, at Wiseacre's sole expense, to address the nature of the complaint(s) to the satisfaction of the Town.

Beginning in October 2023, members of NAFA began to notify the Select Board and other Town officers that the odor from Wiseacre was overwhelmingly offensive and requested Town action. Initially the Select Board was very unreceptive to the neighborhood complaints. It went so far as to suggest that the experiences of Richmond residents were not relevant and would not be considered. That was in spite of the fact that Richmond residents clearly have standing under the Zoning Act.

The neighbors presented overwhelming evidence that the Wiseacre odor was intolerable and must be mitigated. The pungent skunk smell is the Achilles heel of the cannabis industry. Nationwide, the smell has caused numerous lawsuits and challenges to the outdoor growing of cannabis. <https://pmc.ncbi.nlm.nih.gov/articles/PMC9236214/>

Thankfully, after several meetings, the Select Board hired an independent consultant to evaluate the odor mitigation plan proposed by Wiseacre. The report concluded that Wiseacre's plan was not sufficient. On May 2, 2024, Tech Environmental issued its report. *Exhibit E*.

The Tech Environmental Report concluded:

Tech proposes that all agree to full operation this year with an expectation that it may be odorous at times during the piloting program, and so long as the facility agrees to four items below to ensure that the data collected this fall will result in firm recommendations for the final system to be installed by the following fall flowering season.

- (1) a full perimeter fenceline counteractant system installed this year, by July 4th and prior to the outdoor flowering season, to insure full coverage in any wind direction and more important at the edge of grow operations during still and inversion conditions, and a minimum of one large fan as proposed,
- (2) a 2024 season odor sampling and monitoring plan submitted to the town for third party review and comment,
- (3) a written commitment to install the recommended solutions as a result of the odor sampling and monitoring report with an option to reduce the size of the grow facility if the facility decides that it is cost prohibitive or undesirable to initiate the recommendations, and,
- (4) submit an Odor Management Plan developed by the facility and submitted to the town for third party review sometime after next fall and with sufficient time for it to be approved by Memorial Day and prior to the 2025 grow season.

Following the issuance of the report, in June 2025, NAFA wrote to the Select Board and requested that it compel compliance with the recommendations of the Tech Environmental Report. *Exhibit F*. Unfortunately, the Select Board took no action and allowed Wiseacre to implement its ineffective odor mitigation plan without modification.

Given the Select Board's response, Wiseacre largely ignored Tech Environmental's recommendations and moved forward with its plan to spray a product called Ecosorb and to use a fan to disperse the odor. It also promised better monitoring and reporting protocols. Its efforts in the summer and fall of 2024 were a miserable failure.

Reporting - The reporting link placed on its website often did not work. Reports were rarely responded to and when they were they were dismissed as unfounded or hysterical. In fact, Wiseacre in its 2025 report included numerous ad hominem attacks on the reporting parties.

Ecosorb – There is no objective data to show that the Ecosorb product accomplished anything. There is no third-party evidence that it has been deployed anywhere else or that it is effective to control odor. It should be noted that product's long-term safety is unknown. On this Ecosorb Technical Data Sheet, the third paragraph reads, "Ecosorb® CNB 100 should never be applied in a manner that would allow it to come in direct contact with the cannabis plant, water or soil." If it's so benign, why should it never come in contact with the cannabis plant, water, or soil?

Fan – The fan was and continues to be the biggest farce. Wiseacre made much of the use of the fan. In reality, the fan was not used for odor mitigation but rather for frost control. Actually, that makes sense since the fan used is designed for frost control. Its use introduced a new and equally offensive problem – noise. The constant drone of the fan was, for some

neighbors, even worse than the odor. In direct violation of the Conditions of the 2022 Special Permit that “noisy equipment” not run before 8:00AM or after 5:00PM, Wiseacre often ran it in the late night and early morning hours. As a condition, this necessitates a system for recording the use of the Fan and citing the hours of constant drone, Wiseacre compares the decibel level to a transitory train passing. This is a false comparison.

At the end of the 2024 season, Wiseacre made no effort to contact the interested parties to determine the impact of its efforts. It did not follow up with anyone and certainly did not submit the results of its 2024 odor mitigation efforts. In short, it simply shirked its responsibilities, pretended to be a good neighbor while simply doing as it pleased without regard for the neighborhood or the Town at large. NAFA and other neighbors provided good faith feedback which has been and continues to be labeled “harassment”.

C. 2024/2025 Annual Report and Response

The 2024/2025 Annual Report was even worse. The report was filed in February 2025. It contains pages of misleading information and self-serving statements without any real independent analysis of the impact of the 2024 cultivation season.

Wiseacre convinced members of NAFA to meet at its property in February 2025. At that meeting, Wiseacre claimed that it wanted to continue to improve its mitigation efforts and wanted to incorporate the comments of the neighbors in improving its operation. Sadly, that was the last NAFA heard from Wiseacre and there has been no effort to communicate its efforts, if any, to mitigate odor and, now to mitigate noise.

Oddly, at a Select Board meeting to present its 2024/2025 Annual Report, Wiseacre and its counsel verbally attacked the Select Board and made it clear that it had no intention to follow through on any of its promises to improve odor and noise mitigation. NAFA was barely allowed to speak and there was no effort to follow up, in spite of NAFA inquiries.

Following the meeting with Wiseacre and the Select Board meeting, NAFA posed several questions, to both Wiseacre and the Select Board, none of which have been answered. *Exhibit G.*

Those unanswered questions are:

Questions for Wiseacre:

1. *Odor mitigation*—

How much of the growing area perimeter is outfitted with the atomization system? It was recommended by Tech Environmental that a significant perimeter be atomized to reduce odor or that the number of plantings be reduced.

How frequently and how much product was applied?

What were the costs to install and implement the atomization system?

What additional specific actions can be taken to mitigate odors to the nearest abutters (Yurman) who did not see any significant odor reduction in the years 2023 or 2024?

2. *Noise mitigation*—

How many hours was the large industrial fan operating, and is there a log of dates and times of operation?

Was the fan used for frost control, and prior to the February 18, 2025 Select Board meeting had Wiseacre advised the Select Board that the fan was for frost mitigation?

Is the fan powered by electric or diesel or a combination?

What hours does the fan need to operate to achieve maximum odor control? Is this determined by Byers Scientific?

Can you explain why the hourly limits were not adhered to in 2024?

Can fan noise be reduced by modifying it to all electric, enclose the engine, or changing it to a different fan system?

3. *Reporting System*—

The system was not objective and difficult to access initially during the height of the grow season. It was biased towards specific residents. The system is opaque so that reports are only available to Wiseacre and not to the sender once made, making record keeping difficult.

Questions for Select Board—

1. *What steps need to be taken by Wiseacre or the Town to renew the Wiseacre Community Host Agreement?*

2. *What are the total impact fees paid by Wiseacre to date and what have they been spent on?*
3. *Would the Town consider impact fees to fund odor and sound mitigation?*
4. *What has been the total economic benefit to the Town resulting from Wiseacre's cannabis operation?*
5. *Has the Town re-engaged Tech Environmental to review the mitigation in 2024 and has it made any recommendations for the future?*
6. *Does the Town consider odor and noise in abutting Richmond (as a direct result of Wiseacre) to be impactful?*
7. *Has the Town considered an amendment to town zoning to disallow any additional outdoor cannabis grow facilities other than Wiseacre?*

Since then, there appears to have developed an adversarial relationship between Wiseacre and the Town. There have been numerous executive session meetings, without explanation. In fact, in June 2025, Town Counsel asked for a list of NAFA members for the purpose of asking if they would permit access to our properties for the purpose of having a consultant conduct some odor monitoring. Although a contact list was provided, there was no follow up and no evidence that any odor monitoring was conducted.

II. 2025 SPECIAL PERMIT APPLICATION

A. Deficiencies in the Application Submittal

The 138-page Special Permit application woefully fails to meet the requirements under the By-Laws. By-Law Section 6.3 and Section 9.1.4 require:

- Site Plan – Undated Site Plan noted as DRAFT.
- Names and addresses of each owner – Shareholders of Wiseacre Farm, Inc. are not identified.
- All licenses and permits issued to the applicant by the Commonwealth of Massachusetts – Not identified or attached.
- Executed Wiseacre Community Host Agreement – Attached but may be in breach.

- Waivers of regulations that the applicant seeks to obtain from the Cannabis Control Commission - Not attached.
- All policies and procedures approved by the Cannabis Control Commission – Not identified.
- A plan that identifies potential energy use reduction and that demonstrates best practices for energy conservation – No plan submitted.
- The applicant shall simultaneously deliver copies of the full application to the Select Board (if the Planning Board is the SPGA), the Planning Board (if the Select Board is the SPGA), the Building Commissioner, the Board of Health, the Police Department and the Fire Department – No evidence of submittal.

The application fails to clearly evidence Wiseacre’s compliance with By-Law Section 9.1.4.1 which requires:

9.1.4.1 Cultivation of marijuana outside and not in a building shall conform to the following:

- a. No marijuana cultivation shall be less than 10 feet from a property line.
- b. No marijuana cultivation or related activity shall be allowed in a front yard setback.
- c. Fencing of cultivation areas shall be provided in conformance with 935 CMR 500.000 and with other applicable provisions of this bylaw.
- d. No cultivation may be visible from a public way. Fencing or landscape screen planting may be used to shield cultivation activities.
- e. Where state law requires monitoring by video camera 24 hours per day, only infrared-type technology may be used. The applicant shall provide information relating to the type of video monitoring equipment proposed to be used.
- f. No equipment shall be used that creates continuous noise that is measurable at a property line.
- g. Fencing or landscape planting for screening shall be shown on the site plan submitted with the application.
- h. Reasonable odor mitigation may be required as directed by the SPGA.

There is no evidence that Wiseacre has annually filed an affidavit with the Building Commissioner demonstrating that it is in good standing with respect to its license or certificate

from the Cannabis Control Commission, Department of Public Health, and any other applicable state licenses as required by By-Law Section 9.1.7.3.

Finally, the application is filed by Wiseacre Farm, Inc. However, the property is owned by Baker Flower, LLC, a Massachusetts limited liability company, by virtue of a deed dated October 18, 2022 and recorded with the Berkshire County (Southern District) Registry of Deeds in Book 2808, Page 203. *Exhibit H*. Baker Flower, LLC is a necessary party and the Special Permit cannot be granted without it as a party.

The 2025 Wiseacre Special Permit application should not be considered unless and until it fully complies with the submittal requirements.

B. Required Findings Not Supported by the Facts

As noted above, a critical failure of the 2022 decision is the lack of meaningful analysis and discussion of the basis for making the findings required by By-Law Section 6.3.4:

1. Is in compliance with all provisions and requirements of this bylaw, and in harmony with its general intent and purpose;

Given the mystery of the Select Board executive sessions, it is not clear that Wiseacre is in compliance with the Wiseacre Community Host Agreement and the Massachusetts Cannabis Control Commission.

2. Is essential or desirable to the public convenience or welfare at the proposed location;

Cannabis cultivation is certainly not necessary given the overly trend in the industry, and, given the obvious inability to control odor and noise impacting the residences nearby, it is not in any way desirable.

3. Will not be detrimental to adjacent uses or to the established or future character of the neighborhood;

The presence of the cannabis cultivation facility eliminated the practical use and enjoyment of any property in the immediate area for residential, commercial or recreational use due to the disruption caused by the odor and noise.

4. *Will not create undue traffic congestion, or unduly impair pedestrian safety;*

This requirement is not relevant to the application.

5. *Will not overload any public water, drainage, or sewer system or any other municipal facility to such an extent that the proposed use or any existing use in the immediate area or in any other area of the Town will be unduly subjected to hazards affecting public health, safety, or general welfare.*

This is by far the most important finding that cannot be met. After two (2) growing seasons, Wiseacre has demonstrated that it simply cannot control odors and its efforts to do so have introduced an equally offensive activity which is the constant drone of the fan. As for noise, it is critical to note that the By-Law is very specific. The By-Law requires **no equipment shall be used that creates continuous noise that is measurable at a property line.** By-Law Section 9.1.6.4²

In light of this requirement, the fan cannot be used for odor mitigation because it generates constant noise. Without the fan, Wiseacre admits it cannot effectively mitigate odor. Accordingly, there is no basis to make the required finding, and the application must be denied.

C. Conditions, safeguards, and limitations.

By-Law Section 6.5.3 and 9.1.7.2 allows the Planning Board to impose conditions on the use allowed by the Special Permit.

Under Section 6.5.3, the Planning Board may impose reasonable conditions to “improve site design, traffic flow, public safety, water quality, air quality, protection of significant environmental resources and the preservation of community character of the surrounding area, including, without limitation, including, but not limited to the following:

- a. Front, side, and rear yards greater than the minimum required by this bylaw; screening buffers or planting strips, fences or walls as specified by the authority;

² West Stockbridge’s General By-Law prohibits noise in excess of 55 decibels at the property line in residential districts. Section 185-1 “Excessive noise from electronic amplification devices, including, but not limited to, vehicular sound systems, stereo equipment, outdoor speakers, or air horns in excess of 55 decibels, as measured at the source’s property line, shall be prohibited in all residential zones.” There is no comparable restriction in commercial districts, but that is irrelevant because of the specific requirement of Section 9.1.6.4.

b. Limitations upon the size, number of occupants, method and time of operation, time duration of the permit, or extent of facilities;

c. Regulations of number and location of driveways, or other traffic features, and off-street parking or loading, or other special features beyond the minimum required by this bylaw.

Under Section 9.1.7.2, the Planning Board must consider reasonable conditions to improve site design, traffic flow, public safety, water quality, air quality, protection of significant environmental resources and the preservation of community character of the surrounding area, including, without limitation, but not limited to the following:

1. Hours of operation, including dispatch for any home delivery of medical marijuana.
2. Compliance with the host community agreement.

In the event that the Planning Board does vote to issue the Special Permit, it should impose more robust and specific conditions to ensure minimal impact on the neighborhood and compliance with the requirements of the Zoning By-Laws. The most important conditions will be (a) the limitation of the Special Permit to three (3) years as allowed by Section 9.1.7.3; (b) strict compliance with an approved odor mitigation plan; (c) compliance with operational plans recommended by a consultant approved by the Town; and (d) the establishment of a useable mechanism for identifying and mitigating odor and noise as complaints arise. A list of conditions proposed by NAFA is attached as *Exhibit I*.

III. WISEACRE’S DISTAIN FOR THE TOWN AND ITS NEIGHBORS

The Planning Board should be mindful that Wiseacre considers the Special Permit process an annoyance. In a letter to the Editor of the Berkshire Eagle on August 12, 2025, its President, Jon Piasecki, stated that its “treatment from certain individuals and entities within the town and neighboring Richmond that can best be described as harassment.” Wiseacre’s belief that the neighbors legitimate concerns about noise and odor is harassment underscores its lack of sincerity in its presentation to the Planning Board and its unfounded belief that it should be able to do what it and wants when it wants should be enough to persuade the Planning Board to deny it the right to continue to its offensive use of the West Stockbridge property. As it eventually, moved on from Sheffield, Great Barrington, and Ashlely Fall, make it move to some other place that had no population that will be forced to suffer from its presence.

IV. CONCLUSION

For all of the foregoing reasons, Neighbors Advocating for Fresh Air requests that the Planning Board deny the application to continue the operation of the cannabis cultivation facility.

In the event that the Planning Board decides to renew the 2022 Special Permit, Neighbors Advocating for Fresh Air requests that the Special Permit be extended for no more than three (3) years and be made subject to the conditions recommended by the Town's Environmental Consultant and as proposed by NAFA.

Respectfully submitted:

**NEIGHBORS ADVOCATING
FOR FRESH AIR**

By Their Attorney:



William E. Martin (BBO Number: 550466)

MARTIN LAW OFFICES, P.C.

36 Cliffwood Street

Lenox, MA 01240

Telephone Number: (413) 347-8962

Facsimile Number: (413) 637-3039

Email Address: WEM@martinlawofficespc.com

Dated: August 14, 2025

WEST STOCKBRIDGE PLANNING BOARD

_____)
_____)
WISEACRE CANNABIS GROWING FACILITY) **SPECIAL PERMIT**
_____) **APPLICATION**
_____)

**EXHIBITS TO
NEIGHBORS ADVOCATING FOR FRESH AIR’S OPPOSITION TO
WISEACRE CANNABIS CULTIVATION FACILITY SPECIAL PERMIT**

DOCUMENT	EXHIBIT
NAFA Members	A
October 24, 2022 Special Permit	B
September 16, 2022 Minutes	C
Wiseacre Community Host Agreement	D
May 2, 2024 Tech Environmental Report	E
June 17, 2024 NAFA Letter	F
March 12, 2025 NAFA Memo	G
Baker Flower, LLC Deed	H
NAFA Proposed Conditions	I

Note: The attached .pdf is bookmarked

Bookmarks

- EXHIBIT INDEX
- NAFA Members
- October 24, 2022 Special Permit
- September 26, 2022 Minutes
- September 13, 2022 CHA
- May 2, 2024 Tech Env. Report
- June 17, 2024 NAFA Letter
- March 12, 2025 NAFA Memo
- Baker Flower Deed
- NAFA Proposed Conditions

EXHIBIT A

NEIGHBORS ADVOCATING FOR FRESH AIR

Joanne Yurman
23 Baker Street
West Stockbridge

Gary Quadrozzi
11 Cross Road
West Stockbridge

Ron Kujawski
22 Cross Road
West Stockbridge

Tom Ruffing
15 and 18 Cross Road
West Stockbridge
26 Wood Lot Road
Richmond

John Mielke
16 Dean Hill Road
Richmond

Peter Durgin
47 Dean Hill Road
Richmond

Paul LeBlanc
130 Dean Hill Road,
Richmond

Jane Mayer
209 Dean Hill Road
Richmond

Alec and Laura Belman
65 Dean Hill Road
Richmond

Richard and Pam Pfeiffer
135 Dean Hill Road
Richmond

EXHIBIT B

2
:- 7.

amended to
correct street
number.
original posted
10/24/22

**TOWN OF WEST STOCKBRIDGE, MASSACHUSETTS
NOTICE OF DECISION ON A SPECIAL PERMIT**

Date: October 24th, 2022
Applicant: Jon Piasecki Wiseacre Farm Inc.
PO Box 808
Housatonic, MA 01236
Property Owner: David Jadow
PO Box 128
Stockbridge, MA 01262
Premises Affected: 42 Baker St.
West Stockbridge, MA 01266
Book 2746, Page 94, Property ID- 326/402.0-0000-0101.0

A Special Permit Application was made on August 15th, 2022 under Sections 9.1.3.3 and 6.3 of the Zoning Bylaws. The applicant, Jon Piasecki/Wiseacre Farm Inc., sought a Special Permit to expand and relocate a cannabis farm and manufacturing facility to 0 Baker St. W. Stockbridge, MA.

After a public hearing on September 15th, 2022, continued to September 26th, 2022, the Planning Board **VOTED TO GRANT** the requested special permit with conditions.

Conditions

- 1) Maximum of Tier 11 cannabis plant "canopy area" as defined by Cannabis Control Commission (CCC) within the fenced area as shown on site plan S-1, dated 9/23/22.
- 2) Comply with "Host Community Agreement" (HCA) dated 9/13/22, including a) hours of operation and b) odor mitigation measures per the HCA, including a) air gap, b) physical barrier, and c) aromatic planting "fall blooming dematis", approximately 100 1-gal plants.
- 3) Hours of operation of noisy machinery only between 8 am and 5 pm.
- 4) Maintain a "no cut" zone approximately 40' wide along Baker St.
- 5) Provide screen planting in approximate areas shown on plan S-1 dated 9/23/22, and in other areas as needed, including approximately 40-50 6' tall evergreen trees, with some willow trees.
- 6) Special permit issued is valid for three years, as per West Stockbridge zoning bylaw.
- 7) Provide a \$25,000 bond for removal of fence should Wiseacre Farm not continue in business.
- 8) Comply with all other applicable regulations.

Decision

Having made the required findings of Sec. 6.3.4, motion to grant the special permit for the relocation and expansion of a cannabis farm at 0 Baker St, based on the conditions as enumerated: Motion: Sue Coxon, Second: Gunnar Gudmundson.

Roll Call vote: Dana Bixby: Yes, Sue Coxon: Yes, Ryan Beattie: Yes, Gunnar Gudmundson: Yes, Andrew Fudge: Yes
Special Permit granted 5-0.

A detailed record of the proceedings, including the "Notice for Recording", is on file at the office of the Town Clerk at the Town Hall.

West Stockbridge Planning Board



Dana Bixby, Chair

IMPORTANT: Any appeal from the decision of the Planning Board can be made only to the Court and must be pursuant to Section 17, Chapter 40A (G.L.) as amended, and must be filed within twenty (20) days after the date of filing of the decision with the Town Clerk.

CERTIFICATE BY THE TOWN CLERK FOR FILING OF THE DECISION IN THE REGISTRY

This is to certify that twenty (20) days have elapsed since filing of the above decision with this office and no appeal has been filed, or appeal has been filed and denied in the case.

Christina Barnett 11/15/22
Town Clerk date

EXHIBIT C

West Stockbridge Planning Board
Meeting Minutes September 26th, 2022
Via Zoom

Planning Board (PB) members present: Dana Bixby (Chairperson), Gunnar Gudmundson, Sue Coxon, Ryan Beattie (Clerk), Andrew Fudge.

Applicant: Jon Piasecki, David L. Jadow, Esq.

Others present: Lorri Santhay, Iin P Cox, Katy Bixby (PI Bd Assistant)

The chair opened the meeting at 7:00. Sue gave an update on the CPA meeting, noting they had discussed possible sites for senior housing, and the next meeting of the CPA committee was October 5th.

Public Hearing - Special Permit for Wiseacre Farm - 0 Baker St.

At 7:13, the chair opened the continuation of the public hearing for the Wiseacre Farm special permit application and noted that the board had done a site visit, and the applicant had provided all additional information as requested by the board. Jon confirmed the application was asking for up to Tier 11 cultivation size as defined by the CCC.

Jon presented site sections as requested by Gunnar. Responding to questions, Jon explained that the "Ha-Ha" is hidden with steep grading. Jon noted the Ha-Ha also contributed to odor mitigation and hides the fence. Jon confirmed these sections were plotted off of the White site plan elevations. The board talked more about plantings, discussing how many to require. Gunnar noted there is a berm and asked to add language or condition that if at some point the field becomes visible, plantings will be added to shield it. Jon emphasized success of planting at current farm, and said Wiseacre Farm was happy to comply with conditions from the board.

Jon showed White plan and discussed options, explaining from his perspective as a landscape architect, the proposed landscaping is best way to maintain character of Baker St. while doing the project. He said that he has spent many months working on the design, and offered to, and would be happy to add plantings if requested. Jon suggested mentioning trees in the conditions. Ryan suggested pruning pines to keep them shrub-like, and prevent lower portions from growing sparse as trees get taller. Gunnar asked if the board had options to require the fence to be friendlier looking. Jon responded that the state is very specific in terms of the fence specs. David explained the goal with multi-layered approaches to screening is to avoid relying on any one type of screening, and better ensure success with backups. Jon recommended requiring a bond to remove the fence as a condition.

Dana asked Jon to explain the differences on the updated White plan as amended from original application. The board discussed the fence and whether regulating it is purview of Planning Board or CCC. The chair asked about odor mitigation, and Jon described a strategy of using other plants to mask odors, the general path of wind, the placement of the fields, and the function of the Ha-Ha, and explained how these all worked together to provide multi-layered odor screening.

The Chair read letters from Police Chief Portieri and noted no other letters or complaints from the public had been received.

The chair asked if there were comments from members of public present. Hearing no comments from the public, the chair asked each member of the board for input.

Gunnar agreed with Dana, saying that Jon's mitigation package is good, he was satisfied with information presented. Sue said she was satisfied, agreed there should be a bond removal condition of the fence. Andrew said the application presented a very well laid out and thoughtful plan. Ryan agreed with others on the board and said this was good location for this use.

The board discussed and agreed on the following conditions:

1) Maximum of Tier 11 cannabis plant "canopy area" as defined by Cannabis Control Commission (CCC) within the fenced area as shown on site plan S-1, dated 9/23/22.

2) Comply with "Host Community Agreement" (HCA) dated 9/13/22, including a) hours of operation and b) odor mitigation measures per the HCA, including a) air gap, b) physical barrier, and c) aromatic planting "fall blooming clematis", approximately 100 1-gal plants.

3) Hours of operation of noisy machinery only between 8 am and 5 pm.

4) Maintain a "no cut" zone approximately 40' wide along Baker St.

5) Provide screen planting in approximate areas shown on plan S-1 dated 9/23/22, and in other areas as needed, including approximately 40-50 6' tall evergreen trees, with some willow trees.

6) Special permit issued is valid for three years, as per West Stockbridge zoning bylaw.

7) Provide a \$25,000 bond for removal of fence should Wiseacre Farm not continue in business.

8) Comply with all other applicable regulations.

Motion to approve the conditions as enumerated: Motion: Andrew, Second: Sue. 5-0 in favor

At 8:25, the chair asked for a motion to close the public hearing. Motion: Sue, Second: Andrew, 5-0 in favor of closing the hearing.

The Board voted as follows on the required findings from Section 6.3.4 of the zoning by-laws:

a. is in compliance with all provisions and requirements of this bylaw, and in harmony with its general intent and purpose;

Motion: Gunnar, Second: Sue. All in favor 5-0.

b. Is essential or desirable to the public convenience or welfare at the proposed location;

Economic benefit to town. Motion: Sue, Second: Andrew. All in favor 5-0.

c. Will not be detrimental to adjacent uses or to the established or future character of the neighborhood;

Applicant has shown there is significant distance between proposed use and any neighboring or abutting uses. - Motion: Sue, Second: Gunnar. All in favor 5-0.

d. Will not create undue traffic congestion, or unduly impair pedestrian safety;

Not a lot of traffic on Baker St, no significant traffic added. Motion: Gunnar, Second: Andrew. All in favor 5-0.

e. Will not overload any public water, drainage, or sewer system or any other municipal facility to such an extent that the proposed use or any existing use in the immediate area or in any other area of the Town will be unduly subjected to hazards affecting public health, safety, or general welfare.

No effect on public services. Motion: Gunnar, Second: Andrew. All in favor 5-0.

Having made the required findings of Sec 6.3.4, the chair asked for a motion to grant the special permit, based on

the conditions as enumerated and based on the findings made: Motion: Sue, Second: Gunnar. Roll Call vote:

Dana Bixby: Yes, Gunnar Gudmundson: Yes, Sue Coxon: Yes, Ryan Beattie: Yes, Andrew Fudge: Yes.

Special Permit Granted 5-0.

At 8:31, the chair asked for a motion to adjourn. Motion: Sue, Second: Andrew. Motion passed 5-0.

Respectfully Submitted,

Katy Bixby,

On Behalf of Ryan Beattie, Clerk

Host Community Agreement
Between
Town of West Stockbridge and
Wiseacre Farm, Inc.

This Host Community Agreement ("Agreement") is entered into this day of Sept. 13, 2022 (the "Effective Date") by and between the Town of West Stockbridge, a Massachusetts municipal corporation with an address of 21 State Line Road, West Stockbridge, MA 01266 (the "Town"), acting by and through its Board of Selectmen in reliance upon all of the representations made herein, and Wiseacre Farm, Inc., a Massachusetts corporation with a principal place of business at 276 Great Barrington Road, West Stockbridge, MA 01266 ("Wiseacre Farm") (the Town and Wiseacre Farm, collectively, the "Parties").

WHEREAS, Wiseacre Farm intends to submit an application to the Cannabis Control Commission (the "Commission") for adult-use Marijuana Cultivator and/or Marijuana Product Manufacturer licenses(s) to cultivate, manufacture, process and package marijuana and arrange for wholesale sales to be transported to other Marijuana Establishments but not to consumers, as those terms are defined in 935 CMR 500.000, et seq;

WHEREAS, Wiseacre Farm proposes to locate a licensed adult-use up to Tier 11 Marijuana Cultivator Establishment (the "Cultivation Establishment") and/or Marijuana Product Manufacturer Establishment (the "Manufacturing Establishment") (the Cultivation Establishment and Manufacturing Establishment, each individually, the "Establishment") on a parcel of land with approximately 26 acres located on 0 Baker Street in the Town of West Stockbridge, Berkshire County, Massachusetts, and more accurately described by the deed recorded with the Southern Berkshire Registry of Deeds Book 2746, page 95 (the "Premises"), for the sole purpose of cultivating, manufacturing, processing and packaging marijuana for adult use, with approximately 90,000 to 100,000 square feet of cultivation space, approximately 4,500 square feet of processing, manufacturing space and warehouse/storage space, and 2,800 square feet of parking space, in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G. L. c. 94G and 935 CMR 500.00, et seq., and such approvals as may be issued by the Town in accordance with its bylaws, rules, and other applicable local regulations;

WHEREAS, Wiseacre Farm intends to provide certain benefits to the Town in the event that it receives the requisite license(s) from the Commission or such other state licensing or monitoring authority, as the case may be, to operate the Establishment and receives all required local permits and approvals from the Town; and

WHEREAS, the Parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the Establishment, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Wiseacre Farm and the Town agree as follows:

1. Recitals. The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.
2. Municipal Support. The Town agrees to submit to the Commission, or such other state licensing or monitoring authority, as the case may be, the required certifications of compliance with respect to applicable bylaw and local rules and regulations relating to Wiseacre Farm's application for a license to operate the Establishment where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Establishment, in any particular way other than by the Town's normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.
3. Annual Payments. In the event that Wiseacre Farm obtains the requisite license(s) and/or approvals as may be required for the operation of the Establishment, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow Wiseacre Farm to locate, occupy and operate the Establishment in the Town, then Wiseacre Farm agrees to provide the following Annual Payments, provided, however, that if Wiseacre Farm fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals, Wiseacre Farm shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.

a. Annual Community Impact Fees.

i. Community Impact Fee. Wiseacre Farm anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, any and all reasonable consulting costs and fees related to any land use applications concerning the Establishment, negotiation of this and any other related agreements, and any review concerning the Establishment, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements, including the actual costs incurred by the Town in connection with holding public meetings and forums substantially devoted to discussing the Establishment and/or reviewing the Establishment and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate both the direct and indirect impacts on the Town and use of Town resources, Wiseacre Farm agrees to pay annual community impact fees (the "Annual Community Impact Fees") to the Town under the terms provided herein.

ii. Wiseacre Farm shall annually pay Community Impact Fees to the Town in an amount not to exceed three percent (3%) of the respective gross sales of the Cultivation Establishment and the Manufacturing Establishment.

iii. Wiseacre Farm shall annually provide written notice to the Town within five (5) days of each renewal of its final license (the "Annual License Renewal") from the CCC for the Cultivation Establishment and for the Manufacturing Establishment.

iv. Direct and indirect actual costs imposed upon Town in the preceding year by the operation by the operation of the Cultivation Establishment and the Manufacturing Establishment ("Town Costs") shall be annually transmitted by the Town (the "Transmittal") to Wiseacre Farm not later than one (1) month after the date of each Annual License Renewal; provided however, that upon notice to Wiseacre, the Town may request an extension for the Transmittal which shall not be unreasonably denied. The Transmittal shall set forth the Annual Community Impact Fees due each year.

v. The Annual Community Impact Fees for the respective Cultivation Establishment and the Manufacturing Establishment shall each be paid annually by Wiseacre Farm to the Town within two (2) months of the issuance of each Transmittal; provided however, that if Wiseacre believes that the Annual Community Impact Fees are not reasonably related to the Town Costs, it shall submit a written request (the "Request") to the Town within one (1) month of the issuance of each the Transmittal and shall engage in good faith negotiations with the Town to review the Annual Community Impact Fees. Wiseacre Farm acknowledges that the impacts of its operation may be impracticable to ascertain and assess as impacts may result in budgetary increases though not separately identified, and consequently, unless Wiseacre timely submits the Request to the Town as set forth in this section, the Annual Community Impact Fees shall be deemed reasonably related to Town Costs and due and Wiseacre Farm express waives any claims to the contrary.

vi. Wiseacre Farm acknowledges that time is of the essence with respect to the timely payment of the Annual Community Impact Fees and therefore, in the event that the Annual Community Impact Fees are not fully made with ten (10) days of the date they are due, Wiseacre Farm shall be required to pay the Town a late payment penalty subject to interest at the rates prescribed by G.L. 59, §57.

vii. The Annual Community Impact Fees for the Cultivation Establishment and the Manufacturing Establishment shall each continue for a period of eight (8) years from the date each respective Establishment is first granted a final license to operate from the CCC.

viii. Annual Community Impact Fees are expressly included as "other municipal charges" pursuant to M.G.L. c. 40, § 57. A Town licensing authority may deny, revoke or suspend any license or permit, including renewals and transfers, of Wiseacre Farm or agent thereof if the Wiseacre Farm's name appears on a list furnished to the licensing authority from the Town Collector of individuals delinquent on their taxes and/or water bills.

ix. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services and permitting and consulting services, as well as unforeseen impacts upon the Town.

x. Good Guy Clause. Wiseacre Farm acknowledges that there will be an ongoing community impacts due to the Cultivation Establishment and Manufacturing Establishment. It is in the best interest of Wiseacre Farm to do its part to secure high quality public safety services for the Town of West Stockbridge. In exchange for and in reliance on such representation, among others, the Town has entered into this Agreement. Therefore, the parties agree that in the event that the Wiseacre Farm challenges the Annual Community Impact Fees, it shall, notwithstanding the result of such challenge, pay all reasonable attorneys' fees and costs incurred by the Town in defending such challenge and also waive any claim or request for the Town to pay its own attorneys' fees and costs. Wiseacre Farm agrees that the foregoing provision is not intended to prohibit it from exercising any right to judicial relief nor as a penalty for any such exercise, but as an allocation of a specified risk to Wiseacre Farm.

4. Security. To the extent requested by the Town's Police Department, Wiseacre Farm shall coordinate with the West Stockbridge Police Department to demonstrate compliance with all security requirements of the Commission.

To the extent requested by the West Stockbridge Police Department, and subject to the security and architectural review requirements of the Commission, or such other state licensing or monitoring authority, as the case may be, Wiseacre Farm shall work with the Police Department in determining the placement of exterior security cameras.

Wiseacre Farm shall cooperate with the West Stockbridge Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Establishment and with regard to any anti-diversion procedures.

To the extent requested by the West Stockbridge Police Department, Wiseacre Farm shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

Wiseacre Farm shall promptly report the discovery of the following to Town Police within twenty-four (24) hours of Wiseacre Farm becoming aware of such event: diversion of marijuana; unusual discrepancies identified during inventory; theft; loss and any criminal action; unusual discrepancy in weight or inventory during transportation; any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport; any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records

related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents; an alarm activation or other event that requires response by public safety personnel; failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and any other breach of security.

5. Community Concerns. After commencing operations, Wiseacre Farm agrees to take affirmative steps to address reasonable concerns raised by abutters, Town residents, and neighboring businesses, including but not limited to those related to, additional visual screening, odor mitigation, and minimum light requirements for security purposes. Wiseacre Farm shall work collaboratively and cooperatively with abutters, Town residents, and neighboring businesses and shall establish written policies and procedures to address reasonable concerns brought by those parties acting in good faith. Said written policies and procedures, as may be amended from time to time, shall be reviewed by the Town and incorporated herein by reference, and made a part of this Agreement as numbered attachment(s) with full force and effect as if each were fully set forth herein.

Further, in the event the Town receives complaints by Town residents, abutters, or neighboring businesses, which the Town deems reasonable and made in good faith, with respect to Wiseacre Farm's failure to mitigate conditions with respect to the operation of the Establishment, Wiseacre Farm shall meet and/or confer with the individual(s) and/or entity(ies) making said complaints, and, upon the Town's written request, meet with the Town within thirty (30) days of the receipt of said request from the Town to discuss reasonable additional mitigation measures that could be taken. After meeting with the Town, Wiseacre Farm shall implement additional mitigation measures deemed reasonable by the Town, at Wiseacre's sole expense, to address the nature of the complaint(s) to the satisfaction of the Town.

6. Local Vendors and Employment. To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Wiseacre Farm shall use good faith efforts in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Establishment when such contractors and suppliers are properly qualified and price competitive, and shall use good faith efforts to hire Town residents as employees of the Establishment.

Good faith efforts shall include, at a minimum, actively soliciting bids from Town vendors through local advertisements and direct contact, advertising any job expansion or hiring of new permanent full-time employees first to Town residents before advertising through all typical regional employment advertising outlets, and use of regional job fairs.

The Wiseacre Farm's annual report to the Town shall include information concerning the number of Town residents employed at the Establishment and a description of the measures taken to fulfill this workforce hiring commitment. Wiseacre Farm shall furnish the Town with such further information and documentation as the Town may reasonably request to support and document compliance with this Agreement.

7. **Electrical Usage and Renewable Energy Requirements.** Wiseacre Farm shall use solar panels and sunshine to cultivate crops in an effort to satisfy all minimum energy efficiency and equipment standards established by the Commission and shall meet all applicable environmental laws, regulations, permits, and other applicable approvals.

8. **Water Consumption.** Wiseacre Farm shall use best efforts to minimize water consumption at the Establishment. Water consumption techniques shall include: (a) a commitment to utilizing industry best practice watering techniques to ensure plants only receive the minimum amount of water needed for each plant; (b) a commitment to not engaging in water intensive cultivation methods such as ebb and flood hydroponic cultivation; and (c) installation of dehumidifiers in each room where cultivation occurs to collect and reuse moisture evaporating from plants resulting in reclamation of significant quantities of water.

9. **Waste and Waste Water Controls.** Wiseacre Farm shall ensure that all recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Liquid waste, if any, containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26-53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

Wiseacre Farm shall exclusively use CCC approved organic and natural cultivation processes to limit the risk of cultivation-related pollutants and contaminants from being discharged into surface water and groundwater. Wiseacre Farm shall utilize cultivation processes such as state of the art fertigation, hand watering of plants and use of dehumidification systems to ensure that there is no wastewater discharged as part of the cultivation at the Establishment.

Wiseacre Farm shall ensure that no fewer than two (2) agents witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Wiseacre Farm shall create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) agents present during the disposal or other handling, with their signatures. Wiseacre Farm shall keep these records for at least three (3) years.

10. **Odor Mitigation Measures.** Wiseacre Farm shall reasonably ensure that odors emanating from the Establishment do not constitute a legal nuisance in the opinion of the

Town. Both the Town and Wiseacre acknowledge that the natural outdoor growing of any agricultural product, including cannabis, does, from time to time, create some natural odor(s). As such, Wiseacre Farm shall develop and implement an odor mitigation plan.

At a minimum, the odor control plan shall consist of two parts, one aimed at the reasonable mitigation of odors emanating from the outdoor growing of the plants and one focused on reasonable mitigation of odors potentially emanating from any building or enclosed structure on the Premises in which cannabis is contained.

Outdoor odor mitigation measures taken by Wiseacre Farm at the Premises shall include, but shall not be limited to the following:

- Air Gaps – space, in the form of physical distance from the parcel’s boundaries to allow odors to largely disperse passively.
- Physical Barrier – the privacy fencing surrounding the site serves a dual-purpose of containing those odors which may stay closer to the ground and not dissipate to lower than detectible levels.
- Aromatic Planting(s) – In the space between the cannabis and the privacy fencing, and potentially external to the privacy fencing, Wiseacre shall plant and maintain a natural, aromatic border of Fall Blooming clematis, *Clematis terniflora* a vine whose sweet-smelling, jasmine-like blossoms coincide with the flowering of cannabis in this climate. This is a fast-growing and beautiful vine that may also, over time, be used to enhance the visual impact of the required privacy and odor-blocking fence.

Outdoor odor mitigation measures taken by Wiseacre Farm at the Premises *may* also include:

- Cutting Edge Technology – Additionally, a bespoke odor detection and mitigation system designed to suit by a reputable and licensed provider of such systems, most likely Byers Scientific [[Odor Control System for Commercial Cannabis Facilities \(byers-scientific.com/cannabis\)](http://OdorControlSystemforCommercialCannabisFacilities(byers-scientific.com/cannabis))]

Indoor odor mitigation measures taken by Wiseacre Farm at the Premises shall include, but shall not be limited to the following:

- Air recirculation system(s) – so designed and implemented as to limit the overall exhaust, including odor, from any building or enclosed space where cannabis is stored, trimmed, or otherwise utilized in accordance with the permit(s) granted to Wiseacre.
- Scrubbing and filtration system(s) – so designed and implemented as to filter and otherwise diminish the perceptibility of any odors in the exhaust from any building or enclosed space where cannabis is stored, trimmed, or otherwise utilized in accordance with the permit(s) granted to Wiseacre.

- Directional venting – so designed and implemented to direct any such exhaust from any building or enclosed space where cannabis is stored, trimmed, or otherwise utilized in accordance with the permit(s) granted to Wiseacre in a manner whereby it reasonably has the lowest potential odiferous impact possible.

Wiseacre Farm shall also ensure proper maintenance of all odor mitigation equipment to ensure maximum efficiency.

In the event the Town receives reasonable complaints with respect to odor impacts in relation to the operation of the Establishment, Wiseacre Farm shall meet with the Town upon the Town's written request. If requested by the Town, Wiseacre Farm shall take additional mitigation measures at Wiseacre Farm's sole expense, including, but not limited to, having its odor prevention mechanism and technologies reviewed and assessed by Independent Engineer, to address the nature of the complaints to the satisfaction of the Town.

Nothing set forth herein, shall limit the authority or jurisdiction of the Building Inspector, Board of Health, or any other local enforcement official from enforcing applicable state laws and regulations, the Town's local bylaws and regulations, with respect to odor violations.

11. Pest Management. Wiseacre Farm shall comply with the CCC's Guidance on Integrated Pest Management and shall apply chemical controls judiciously. Pesticides shall not be used as the primary method of pest control. "Minimum-risk (25(b))" pesticides for use in cannabis cultivation may be used in moderation.

12. Additional Obligations.

a. Permitting. The obligations of Wiseacre Farm and the Town recited herein are specifically contingent upon Wiseacre Farm obtaining a license for operation of the Establishment in the Town, and Wiseacre Farm's receipt of any and all necessary local approvals to locate, occupy, and operate Establishment in the Town, provided, however, that if Wiseacre Farm fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, Wiseacre Farm shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.

b. Retained Authority of the Municipality. This Agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town or applicable regulations of those boards, commissions, and departments or to enforce said statutes, bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Establishment to operate in the Town, or to refrain from enforcement action against Wiseacre Farm and/or its Establishment for violation of the terms of said permits and approvals or said statutes, bylaw, and regulations.

c. Annual Inspections. To the extent requested by the Town, Wiseacre agrees that it will voluntarily submit to annual inspections by the Town's Police, Fire and Building Departments to ensure compliance with the terms of this Agreement and other local approvals. This provision shall not preclude the municipality or any of its departments from conducting inspections at other times during the year to address enforcement matters.

d. Improvements to the Premises. Wiseacre shall make capital improvements to the Premises such that the Premises shall match the look and feel of the Town and the surrounding parcels, and be of construction standards at least at the quality of other nearby businesses.

f. Hours of Operation. In no event shall the Establishment be open for business, nor shall any delivery, transportation or distribution of marijuana occur at the Establishment outside the hours of sunrise to sunset Monday through Sunday, unless further restricted by the Town's special permit granting authority.

However, for security reasons, Wiseacre Farm shall be allowed to schedule limited outbound transportation of its product(s) at reasonable and appropriate times, which may fall outside of its normal hours of operation, unless further restricted special permit. Furthermore, nothing in this section or Agreement shall be deemed to have the effect of preventing Wiseacre from accessing and reasonably tending to its agricultural space(s) during the operative growing period from May to October inclusive.

g. Emergency Contacts. Wiseacre Farm shall disclose to the Town the names and contact information for individuals that will be the emergency contacts for the Establishment prior to the commencement of operations. Wiseacre Farm shall immediately, within twenty-four hours (24) provide the Town with updated information if the names and contact information for the emergency contacts change at any time.

To the extent requested by the Town's Fire Department, Wiseacre Farm shall work with the Fire Department in reviewing and approving all emergency procedures, including disaster plans with procedures to be followed in case of fire or other emergencies, prior to implementation and commencement of operations.

h. Approval of Manager. If requested by the Town, Wiseacre Farm shall provide to the Town, for review and approval, the name and relevant information, including but not limited to the information set forth in 935 CMR 500.030, or such other state regulations, as the case may be, of the person(s) proposed to act as on-site manager(s) of the Establishment. The Town shall consider such request for approval following submittal to determine if the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. This approval process shall also apply to any change of on-site manager.

i. Annual Reporting. Wiseacre Farm shall file annual reports with the Town concurrently with its written notice of its Annual License Renewal for purposes of reporting on

compliance with the terms of this Agreement and shall, at the request of the Town, appear at a regularly scheduled meeting to discuss the Annual Report.

13. Local Taxes. At all times during the Term of this Agreement, property, both real and personal, owned or operated by Wiseacre Farm shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Wiseacre Farm or by its landlord and neither Wiseacre Farm nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by Wiseacre Farm is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, 538, or (iii) if Wiseacre Farm is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then Wiseacre Farm shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by Wiseacre Farm under Section 3 of this Agreement.

14. Re-Opener/Review. Wiseacre Farm or any "controlling person" in Wiseacre Farm, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any establishment in which Wiseacre Farm, or any controlling person in Wiseacre Farm, has any interest and which is licensed by the Commission as the same type of establishment as the entity governed by this agreement.

In the event Wiseacre Farm or any controlling person enters into a Host Community Agreement for the Establishment with another municipality in the Commonwealth that contains terms that are superior to what Wiseacre Farm agrees to provide the Town pursuant to this Agreement, then the parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the Town equivalent or superior to those provided to the other municipality.

15. Amendments/Waiver. Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by authorized representatives of both Parties to the original Agreement, prior to the effective date of the amendment.

16. Successors/Assigns. This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. Wiseacre Farm shall not assign, sublet or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign or obligate any of the monies payable under this Agreement, except by and with the prior written consent of the Town.

Events deemed an assignment include, without limitation: (i) Wiseacre Farm's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) Wiseacre Farm's takeover or merger by or with any other entity; (iii) Wiseacre Farm's outright sale of assets and equity, majority stock sale to another organization or entity for which Wiseacre Farm does not maintain a controlling equity interest; (iv) or any other change in ownership or status of Wiseacre Farm; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

17. Compliance. Wiseacre Farm shall comply with all state and local laws, rules, regulations and orders applicable to the Premises, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the proposed use and any and all renovations or construction for the Establishment.

18. Term. Except as expressly provided herein, this Agreement shall take effect on the Effective Date set forth above, and shall be applicable for as long as Wiseacre Farm operates either Establishment in the Town with the exception of the Annual Community Impact Fees, which shall be subject to the eight (8) year statutory limitations of G.L. c.94G, 53(d).

In the event Wiseacre Farm has not secured a final license from the Commission and all necessary local permits from the Town and commenced operations at the Establishment within two (2) years from the Effective Date of this Agreement, this Agreement shall expire and Wiseacre Farm shall be required to negotiate a new host community agreement in order to operate the Establishment within the Town. The Board of Selectmen, in its discretion, may agree to an extension of the two (2) year expiration, for good cause, which shall include the time required to pursue or await the determination of an appeal of the special permit or other legal proceeding.

The Town may terminate this Agreement for cause by providing written notice to Wiseacre Farm in the event that: (i) Wiseacre Farm violates any laws of the Town or the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for thirty (30) days following the Town's issuance to Wiseacre Farm of written notice of such violation; (ii) Wiseacre Farm fails to make payments to the Town as required under this Agreement, and such failure remains uncured for ten (10) days following the Town's issuance to Wiseacre Farm of written notice of such violation; or (iii) there is any other material breach of the Agreement by Wiseacre Farm, which material breach remains uncured for thirty (30) days following the Town's issuance to Wiseacre Farm of written notice of such violation.

In the event of termination of this Agreement, Wiseacre Farm shall immediately cease all operations at the Establishment.

19. Notices. Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so

mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To the Town: Town Administrator
Town Hall
21 State Line Road
West Stockbridge, MA 01266

Copy to Town Counsel: Timothy D. Zessin, Esq.
KP Law, P.C.
101 Arch Street, 12th Floor
Boston, MA 02110

To Wiseacre Farm: If via private overnight or other delivery service to:
Jon Piasecki, President
Wiseacre Farm, Inc.
276 Great Barrington Road
West Stockbridge, MA 01266

 If via U.S. Postal Service to:
Jon Piasecki, President
Wiseacre Farm, Inc.
PO Box 808
Housatonic, MA 01236-0808

20. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced.

21. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and Wiseacre Farm submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

22. **Entire Agreement.** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between Wiseacre Farm and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by authorized representatives of both Parties to the original Agreement.

23. **Headings.** The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.
24. **Counterparts.** This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.
25. **Signatures.** Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature.
26. **No Joint Venture.** The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or Wiseacre Farm and any other successor, affiliate or corporate entity as joint ventures or partners.
27. **Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or Wiseacre Farm.
28. **Nullity.** This Agreement shall be null and void in the event that Wiseacre Farm does not locate both the Cultivation Establishment and the Manufacturing Establishment in the Town or relocates both the Cultivation Establishment and the Manufacturing Establishment out of the Town, provided, however, that if Wiseacre Farm decides not to locate in the Town, Wiseacre Farm shall reimburse the Town for its legal fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the Town, Wiseacre Farm agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the Establishment within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by Wiseacre Farm.
29. **Indemnification.** Wiseacre Farm shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Premises and/or Establishment. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs of the Town's choosing incurred in defending such claims, actions, proceedings or demands. Wiseacre Farm agrees, within thirty (30) days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.
30. **Representation of Authority and Warranties.** Wiseacre Farm represents and warrants that it is duly organized and existing and in good standing, has the full power, authority, and

legal right to enter into and perform this Agreement, and the execution, delivery and performance hereof and thereof (i) will not violate any judgment, order, state law, ordinance, or regulation, and (ii) does not conflict with, or constitute a default under, any agreement or instrument to which Wiseacre Farm is a party or by which Wiseacre Farm may be bound or affected.

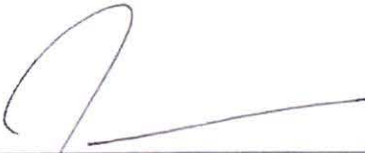
Each person signing this Agreement hereby represents and warrants that he or she has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the party for which he or she signs.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the day and year first above written.

Town of West Stockbridge
for the Select Board

Wiseacre Farm, Inc.


Kathleen Kersey, Select Board Chair


Jon Piasecki, President

Date: 9/13/22

Date: 9/16/22

830259v3/WSTO/0044

EXHIBIT D

EXHIBIT E

MEMORANDUM

To: Marie Y. Ryan, Town Administrator
From: Michael Lannan & Stephen Durham, Tech Environmental
Date: May 2, 2024
Subject: Wiseacre Potential and Odor Management Plan Review

Ref. 4928

Tech Environmental has completed our third-party evaluation of the facility, its enhanced odor control plans, and the potential benefits and/or pitfalls with the approach.

We think you will find this review and solution meets the best intentions of town, neighbors, and facility. The initial conclusion from this assessment is that the facility, in its current form, has a potential for immediately or easily recognizable cannabis odor for a period of time that varies somewhere from essentially continuous to continuous when downwind for likely no more than two to three weeks in total duration, and a period of readily recognizable intermittent odor for a period of time that is somewhere between one to two months in duration.

The proposed solution is that town acknowledge that the pilot study proposed (and modified with our recommendation) will not fully address the odor issue this season, but it is a necessary and valuable step towards the final solution that should be installed by the 2025 season. It is unclear at this time the true extent of influence that the fan and nozzle array proposed will have given the complex terrain in the area without some trial-and-error piloting.

At the same time, it is very clear that the permitter misting system proposed at the public meeting is inadequate. It would only cover approximately 10% of the circumference of wind directions and would provide minimal control during calm conditions.

The newest proposal from the vendor, which is inserted on the last page herein. It is better, but it is still inadequate based upon the topography and weather concerns described herein. It is now about 20% of the circumference. Any pilot program approval should have 100% circumference coverage based upon the valley dynamics discussed herein and agreement from the facility with the other three items listed in this report.

Odor Introduction

To begin this review, as we like to do with any odor control project, Tech first attempted to understand the odor potential, the tolerance for odor, and any weak links in odor emission assumptions or mitigation efforts.

When examining odor potential and tolerance, we typically consider more than just what is commonly referred to as "odor". Odor is in quotes because it is often thought of as the Old-English definition that was mostly used for body odor which is "a distinctive smell, especially an unpleasant one" (i.e. a scent),

but in reality today, with a better understanding of our sense of smell through modern science, Webster's definition of odor is either (a) "a quality of something that stimulates the olfactory organ, (i.e. scent), or (b) a sensation resulting from adequate stimulation of the olfactory organ (i.e. smell). So, when someone says that they "smell an odor", they are essentially saying that they had "adequate stimulation of the olfactory organ". Why does this distinction matter? Because odor potential is everywhere, from everything, but what we commonly refer to as odor is really a negative olfactory reaction. As human beings our senses are constantly bombarded with stimulations to our eyes, ears, nose, tongue, and skin. If we reacted to every single sensory stimulation, we would literally have no time for anything else. So, while our body's senses are constantly working, they are doing so in the background, almost on autopilot, until something becomes elevated to a level of concern. Once this happens, the "tolerance for stimulation", or in the case of smell an adverse olfactory stimulation, the "odor tolerance" has been exceeded. When that occurs, we react. The "odor potential" is simply the potential for olfactory stimulation.

As we develop an understanding of the "odor potential" and the "odor tolerance" for odor, with respect to nuisance potential, we consider four related factors. To help us remember them, we often refer to them as "our dog FIDO", which stands for Frequency, Intensity, Duration, and Offensiveness. These four factors considered together help us determine the tolerance and odor potential. One component of FIDO, frequency, specifically seasonal limitations to frequency, is key to the recommendations in this report.

The Odor Potential

The odor potential can be best managed through the four steps employed in an odor control assessment. The four steps are capture, ventilation, control, and dispersion. To find the maximum odor potential one often looks for the weakest link within these four necessary steps. For indoor facilities, capture is high and is related to the degree of covering. For indoor facilities, ventilation is linked to the air movement and air balancing within the structure.

For outdoor facilities there is obviously no traditional capture since the process is always open to the influences of wind and weather, but there can be a combination of capture and ventilation where the odorous off-gas is either directed towards a control system or the control system is mounted in such a way that the natural wind patterns provide the directional flow across the odor control system. An example of the former would be a larger blower or fogger that will have a significant cone of influence on the inlet side fan related to the massive volume of air pulled into the fan. An example of the latter would be a perimeter, or fence line, spray system where the emissions would naturally be blown across a line of nozzles for contact with the mixture of water and an odor counteractant or masking agent (i.e. the control step). Please note that masking agents and counteractants are not the same thing, even though they are packed, shipped, and applied the same way.

Counteractants are considered odor control (i.e., odor reduction), while adding a masking agent is not considered odor control (i.e., odor addition). A masking agent is typically added to overwhelm the malodorous compounds with a more enjoyable or pleasant aroma, so that the mixture of compounds experienced has a more favorable hedonic tone, or relative pleasantness.

The downside of masking agents is that there is a fatigue factor with time. If, for example, a pine, citrus, or floral masking agent is used, it can be quite effective initially at shifting the offensiveness to a more positive experience. Unfortunately, over time the "new" mixture of odorous compounds becomes too much of a good thing and the original pleasant odor shifts more and more towards unpleasant. When the

hedonic tone crosses from neutral to unpleasant, the overall odor is actually worse because the total odor experienced from both the original air emissions and the masking agent, is more intense than the original malodorous emissions alone.

For this project there is a proposal to plant flowers that will bloom concurrently with the product, as a masking agent. This proposal is an interesting application of a natural masking agent. Masking is only needed for a limited period of time and the floral scent will go through a normal progression of its odor cycle during blooming, and then be gone. It is very possible that used in this limited capacity the exposure time needed for fatigue to set in would be suppressed. Therefore, the tolerance for the pleasant floral odor would remain high, or most likely even reset every year between grow seasons. It is important to remember that all “odor” is a mixture of compounds that have different chemical properties and persistence in the air. So, while fatigue may be overcome by the natural intermittent flowering cycle, there is still the potential of the cannabis odor and the masking floral odor to drift offsite in pockets so that one experiences a whiff of one and then the other, which again is an additive experience.

For odor control itself, a counteractant is proposed. Typically, counteractant manufacturers claim to neutralize odorant via chemical or biological oxidation, or by combining with the molecules that we typically associated with malodor so that the new compounds are perceived as less offensive. The facility is proposing an EcoSorb product for this facility.

In general, most new counteractant manufacturer’s sales associates, (not Byer’s odor control company that employs many different odor technologies, but new “essential oils” salespersons) are akin to the old-fashion snake oil salesman. They might as well be standing on a box shouting “step right up, this new elixir will cure anything”. Why does this general comparison fit this industry? The answer is simple. There is an unbelievably low capital investment threshold to get started, and someone that is creative and good and marketing can make a splash in a short period of time, even with a marginally effective counteract product, or a product that essentially acts like a masking agent. Ultimately, we at Tech Environmental, as well as the general public know very little about what is or isn’t in these products, and also whether they will work well or not. As a result, we often require outside safety studies, and ask for a controlled pilot study at the facility of concern before we commit to any idea that involves a full-scale system.

Many, many masking and counteractant manufacturers have come and gone over the last 20-30 years, as a result of over promising or underperforming during piloting or full-scale operations. Luckily for West Stockbridge, EcoSorb is not a “fly-by-night” counteractant manufacturer, and neither is Byers Scientific a new odor control system provider. Ecosorb has been around in one form or another since 1989 and has provided many pilot and full-scale projects that have been successful in different applications.

At the public meeting there were a lot of questions about safety and public exposure to the misting agent proposal. But it is important to remember before public exposure can occur, there are worker exposure concerns that must be considered and evaluated. I worked on a large-scale pilot study of many different counteractants at the wastewater treatment plant that served most of Pittsburgh in the 1990s. All potential products were screened for toxicity, and only those that had outside studies that demonstrated that the products safe were allowed to set up a pilot program. The eight or so companies that were selected to pilot, had to pilot their products in an area where the workers would be exposed to the misting spray directly. Ultimately, some that were considered “safe” also began to cause an irritation. Any products tested that

started to cause eye or throat irritation during the Pittsburgh pilot project were stopped immediately. So it is important that not only the product be safe but also not trade one potential nuisance for another.

Recently, Byers piloted this Ecosorb product at a cannabis facility in Massachusetts and there was little to no irritation reported by any of the facility workers, or the crew testing the air emissions, so that is a positive as well. Tech did conclude that there was some odor removal in the project discussed from the counteractant, but does not agree specifically with the Ecosorb removal efficiencies as presented in their slides, as confirmed. While Tech does agree that those were the results that were measured, there is some dilution from the fan to the outside monitoring location that was not quantified, so it is unclear where exactly the line of removal efficiency is between odor reduction and dilution. The positive takeaway however is that regardless the ratio of dilution air to control, the odor was 80 to 90 percent less with their product at a sampling area downwind near the fan outlet.

Given the positive results with this product elsewhere and other factors, Tech recommends that the Town consider the approval of a pilot study for this summer. Unfortunately, Tech cannot recommend a full-scale pilot study, unless the town is willing to accept that the odor potential will likely well exceed the ability to fully control it with the odor control tools proposed for this pilot study. This conclusion was heavily influenced by the dispersion characteristics of the area.

Dispersion Potential

As noted above dispersion is the last step in any odor control effort. Just as there is no such thing as “no odor”, there is also no such thing as fully treated air. Generally, all emission sources can be categorized as point, area, or volume sources, each with different dispersion properties. For this project, the outside grow area, is an area source. Area sourced do not use the same Gaussian plume calculation for stacks, since their emissions simply travel along the ground and disperse predominately horizontally, and also vertically to some extent, depending on the weather. As a result, weather and terrain can play a big factor in the determination of whether dispersion is the weakest link in the odor control system. Given that there is no true capture in this use, any odor control solution will need to rely heavily on ventilation, odor control, and dispersion factors.

In examining dispersion, we often start with the complaint logs as they typically mark points in time where the baseline odor likely exceeded the tolerance for odor. We can then examine the meteorological conditions at the time of complaint such as wind direction and wind speed. Figure 1 shows the dominant wind direction and local terrain. Please note that the dominant wind direction is the direction that the wind comes from, not where it is going.

For evaluating the impacts of wind on the region, the wind direction and speed at the nearest climatological site of Pittsfield Municipal airport has been observed. Weather data began being archived at Pittsfield Municipal airport in 1948, with hourly weather data being recorded, so there is plenty of data that demonstrates historical trends. For days of light winds, i.e., times with less than 5 mph), the dominant wind direction is out of the west/southwest directions.

Also in Figure 1, please note the terrain height. The red shading corresponds to an elevation of about 1,800 feet, with the yellow area around 1200 feet, and with the green area, where Wiseacre Farms is located at only about 900 feet in the foothills of a valley, the impact of the valley location on exposure potential must be considered.

In Figure 2 (essentially Figure 1 zoomed in a little further) we have a similar basemap with the odor complaints shown spatially. Please note that Tech did not verify any of these complaints directly. Some were reported to us as confirmed, but some of them were well after the day of exposure, and they could not be confirmed. They are all included here to show the extent of the complaints with respect to terrain and proximity to the facility. Lastly, we'd like to acknowledge the letters of support that were also provided.

As of April of 2024, there has been sixteen (16) complaints submitted from the Town of Richmond and the Town of West Stockbridge, Massachusetts, regarding cannabis odors presumably from Wiseacres farm. Of the sixteen (16) complaints submitted, thirteen (13) within 1 mile of the Wiseacre Farm property, located to the west/northwest, and to the north of the property. The three (3) complaints beyond the 1 mile radius, were from locations east/southeast of Wiseacres Farm.

At first glance it suggests that based upon wind direction alone most of these complaints were not related to the facility, as they were not directly downwind at the time. But localized mesoscale meteorology related to inversions and weak fronts moving across the region likely influence how the odors are transported through the low levels of the atmosphere. This becomes specifically important during the peak months when the cannabis is blooming and being harvested.

Inversions of the lower atmosphere from the surface up through the first several thousand feet of the atmosphere are common across New England. These inversions are created from clear skies and light winds over an area as high pressure is overhead, or with weaker fronts that are moving through an area, which leads to an increase of clouds and precipitation. Temperature inversions are very common especially in valley locations, where the cooler air settles to the valley floor during the overnight hours. When these inversions develop, and especially with increased cloud coverage and light winds, this can trap odors and pollutants near the surface underneath the inversion.

The location of Wiseacre Farm at 42 Baker Street is near the base of the valley, situated within the Berkshire mountains, with higher elevations located around in all directions, specifically, the terrain increases as well to the west/northwest of the Wiseacre property, where most of the complaints originated.

With this terrain, if the wind speed is lighter, the wind flow can become blocked, trapping the movement of the flow within the valley. This can be determined by the Froude Number, where it represents the relationship between wind speed and atmospheric stability, with the height to a barrier. When this occurs an inversion is created as frontal passages move over the area. With low-level clouds that develop, and light or calm winds, this inversion traps the odors closer to the surface. This calm or light airflow around the Wiseacre farm can keep odors within the valley blocked in, so in calm conditions the odors simply waft around in the area, regardless of the true wind direction. Locations especially closer to the farm become more likely to have an impact from the odors, as there would be very little air movement to transport the odors farther away or mix the odors into the upper atmosphere. So instead of the valley being in a line of sight, we can think of it as insulated and shielded at times.

Odor Control Solution Proposed

Through discussions with the odor control vendor selected for this project, and by listening to the public meeting that was held, it is clear that Wiseacre Farms understands the need for adequate odor control.

During the meeting the facility representative acknowledged that their odor control approach didn't work last year, and that they are going to try to do better this year. Clearly, they are passionate about this facility, and there was a strong desire displayed to improve their operations with respect to odor. Furthermore, the facility acknowledged that it was possible that they could consider more fans for the next year, but they don't want to commit to purchasing more fans/fenceline spray systems, if they do not yet know if it will work well as specified.

As the public presentation reinforced, for any counteractant to work, it must come in contact with the odorants of concern. To initiate that contact, the facility is proposing a single, very large fan and a partial fenceline mist fence. The vendor provided the last updated figure included in this memorandum to us over the last few days. It varies some from the figure available during the public presentation. Specifically, it placed the fan in its desired location on the drawing. Another change was that it extends the perimeter misting system coverage from about 10% of the circumference of the grow area that was in the presentation to about 20% of the circumference in the new attached figure. This coverage is simply insufficient to match the worst-case weather conditions. In low speed or still conditions, only 100% perimeter coverage can ensure at least some potential for odor control contact. Tech recommends 100% perimeter coverages as it assures that wind in any direction steady moving air will cross the field twice, on the upwind side and the downwind side, and in more still conditions it will provide the best blanketed coverage.

The next question then is: Would a 100% perimeter system be enough control for the whole facility. Well, obviously if the grow area was as small as 50 feet by 50 feet, we could be confident that a perimeter mist system could be applied with a misting rate that would be effective. In larger facilities there is more odor potential, and therefore more coverage is needed rs.

We often think of wind as flowing in a straight line from one point to another at any given time period, but in reality, it is three dimensional movement in many directions. Wind patterns are being influenced by objects, changes in temperature and changes in pressure. Again, in our example of a 50 foot by 50 foot area, there is little space and time for outside influences to overcome the average weather trends. In a larger area, such as this site, that is not the case. It is very possible that at times odors emitted in the center of this site will never pass near a permitter misting system, or they could be whisked past it quickly without much contact timet.

To address the center of the grow area the facility is proposing a fogging/atomizing misting system shown on the last figure as a blue cylinder. As discussed with the vendor, the fan will have a very robust spray nozzle array that will ensure that odorants that pass through the fan shroud will have the best opportunity for contact with the atomized counteractant mist. This activity should have a favorable effect with respect to odor control for the air within its influence. Unfortunately the fan as specified cannot possibly provide adequate coverage for the whole area.

We could go over whether the nozzle array design, the spray patterns, the dilution factor, etc. are maximized for this fan but that is not the primary concern with this odor control strategy for this summer. The real concern is the section of the outdoor grow area that is outside of the area of influence, or the "capture range", of the fan. There is essentially a cone of influence on the inlet side of the fan that gets weaker and weaker the further away the plants are located from the fan, and likewise there is a cone of influence on the outlet side as well, but the potential for contact on the inlet side, where air actually passes

through the fan, has orders of magnitude of more probable collisions than on the positive side of the fan where the outlet concentration is dropping at an exponential rate as it disperses in the forced direction of the fan.

It is Tech's experience that a single fan or fogger like this one can drastically reduce the peak emissions onsite and possibly right off-site through mixing, but that the actual odor control reduction is limited to predominately the air that started on the inlet side of the fan.

During the meeting there was discussions of oscillating or moving the fan but in the end if the fan is oscillating or moved to a new location, the primary cone of influence on the inlet and secondary cone on the outlet remain the same with respect to total odor emitted from the site into the neighborhood. Essentially any odorants that will not be directly within the cones of influence can be mixed some from the fan but are essentially not treated or reduced. That does not mean that there is no benefit to mixing, as often the solution can include dilution, but if a majority of the area is not directly treated the odor will be emitted off-site at high levels.

Summary

As we began the discussion above, we noted that the facility needed to understand their odor potential and the neighborhoods tolerance for odor. The odor potential is often described in terms of an odor baseline, or in this case a "before" mitigation odor potential and then an "after" mitigation odor potential. While we do not fully know the extent of influence of the fan, it is safe to say that the area of influence is likely a small fraction of the grow area so the change this summer should be noticeable at times, but predominately unchanged at others.

During the meeting there was a lot of discussion about optimizing the fan placement and operations, etc, and while all that is a great topic for discussion, the real question is not if the fan can be optimized this year to do better than last year, the question is does the facility have enough odor control tools in place/proposed to even get to an optimization phase What has been proposed is essentially a small pilot program for an area that is the full grow build out. As a result, it is Tech's opinion that the facility is not proposing the proper level of tools necessary.

But given that this source is a seasonal source, the next question is: Can the town/neighbors tolerate the period of time that this facility will be operating a pilot project on just part of their facility with the rest of the facility virtually untreated or only in contact with the fence line system? Or can the town not tolerate anything other than full treatment? Or is the tolerance for odor somewhere in between?

While the town is completely within their rights to demand odor control/treatment on some or all of their outdoor grow facility that operates this year, it is important to put this next crop season exposure into context. As proposed, the facility will be gathering data this summer with the intent to further improve odor control the next season. Again, for perspective this facility creates:

1. a very seasonal exposure,
2. no harmful emissions, and
3. essentially a farming odor, which is common to the area

Approving or accepting an expected and known elevated odor level, even for a short period of time, is not an easy one. It is really a community decision. I believe the owner of this facility when he said at the meeting that he'd love to buy as many fans as potentially needed today, but he can't justify the added expense without some good data to justify it, so that puts the town and the facility at a fork in the road.

The decision process should consider the rights of the neighbors to enjoy their property, the rights of the owner to use their land, the seasonality of the exposure, and the long-term commitment being made to improving odor control. The town and neighbors should acknowledge that farms in the area have historically produced readily recognizable odors from fertilizers, manure, animals and plants intermittently at levels that are clearly recognizable.

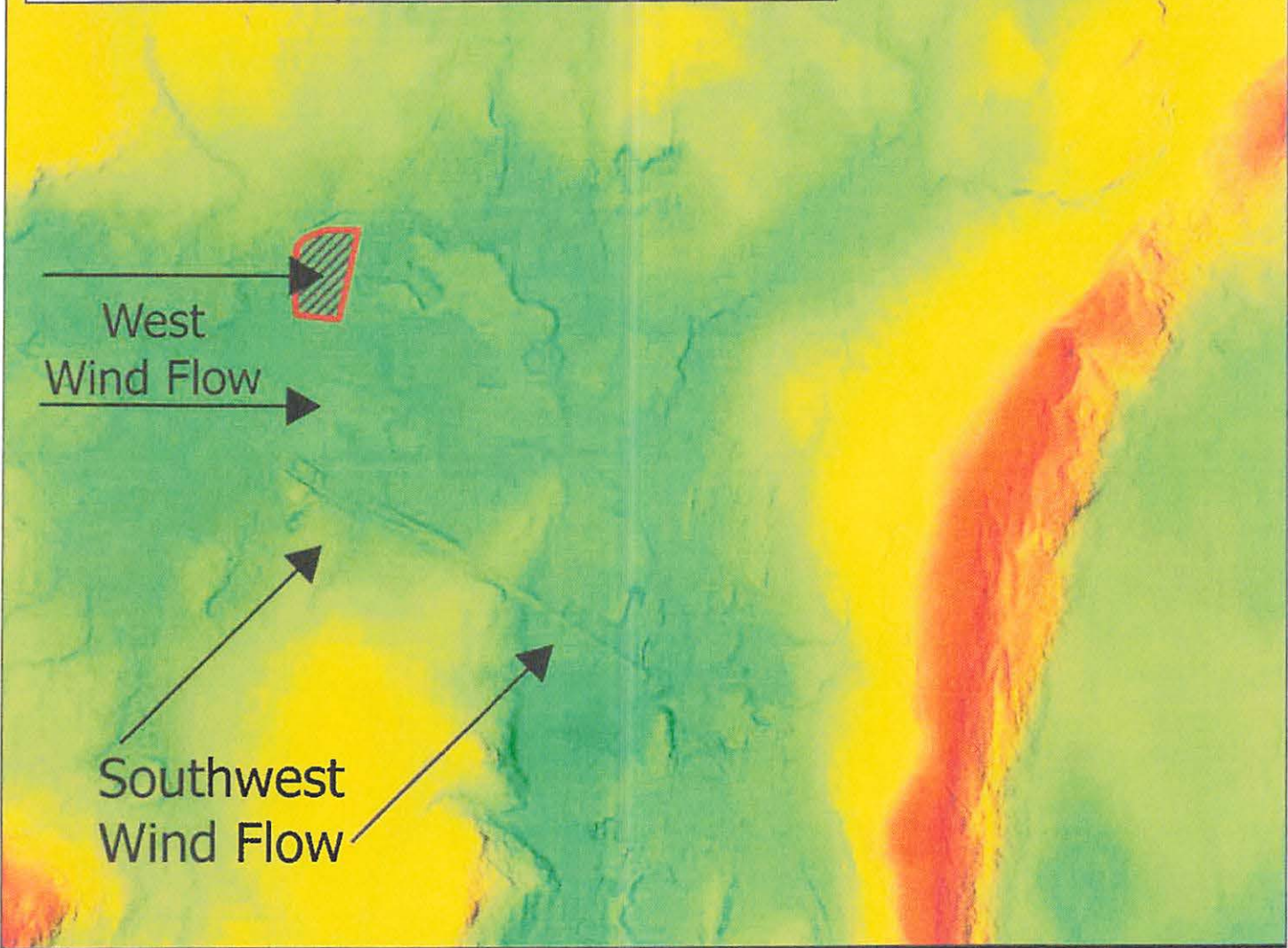
Tech proposes that all agree to full operation this year with an expectation that it may be odorous at times during the piloting program, and so long as the facility agrees to four items below to ensure that the data collected this fall will result in firm recommendations for the final system to be installed by the following fall flowering season.

- (1) a full perimeter fence line counteractant system installed this year, by July 4th and prior to the outdoor flowering season, to insure full coverage in any wind direction and more important at the edge of grow operations during still and inversion conditions, and a minimum of one large fan as proposed,
- (2) a 2024 season odor sampling and monitoring plan submitted to the town for third party review and comment,
- (3) a written commitment to install the recommended solutions as a result of the odor sampling and monitoring report with an option to reduce the size of the grow facility if the facility decides that it is cost prohibitive or undesirable to initiate the recommendations, and,
- (4) submit an Odor Management Plan developed by the facility and submitted to the town for third party review sometime after next fall and with sufficient time for it to be approved by Memorial Day and prior to the 2025 grow season.

Tech believes that the plan above is in the best interests of all parties. The town could request that the facility limit its grow operations this year, but that is likely not feasible without substantial lost revenue from efforts made to date for this season's crop. I would assume that it would be a non-starter from my discussions to date. To determine the optimal reduced area, Tech would propose that the facility undertake a smoke test with the fan prior to any outdoor grow activity so the extent of the fan's influence can be determined.

Of course, the town is within their right to begin the CCC notification process in order to pull the facility permit if they do not agree to limit their grow area this season or to provide full fan coverage of the grow area. And while, this is possible, we do not recommend it. Personally, I am no lawyer, but I have seen this litigation pathway attempted before. Unfortunately, it will likely drag out the number of seasons that it will take to get this concerned addressed. At a minimum it would limit the facility's cash flow and desire to do much more of anything for odor control, and at worst, it would result in legal action where the town would be required to defend itself. I've seen this play out enough to predict that if the facility starts the required 60-day notification, the facility would likely get an injunction to keep operating, and then the town would need to launch a detailed odor monitoring program this summer to defend the action. It would simply add conflict, cost, and time. That is why I hope everyone can agree with the four items above and the facility can start to procure the odor control components needed for this grow season, and next.

Wind Data/Month	Dominant <5mph Dir	% Calm
August	W/SW	43%
September	W/SW	42.4%
October	W/SW	33.1%
November	W/SW	28.6%



 Wisacre Farm Property

Elevation(meters)

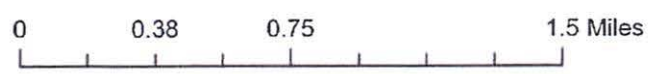
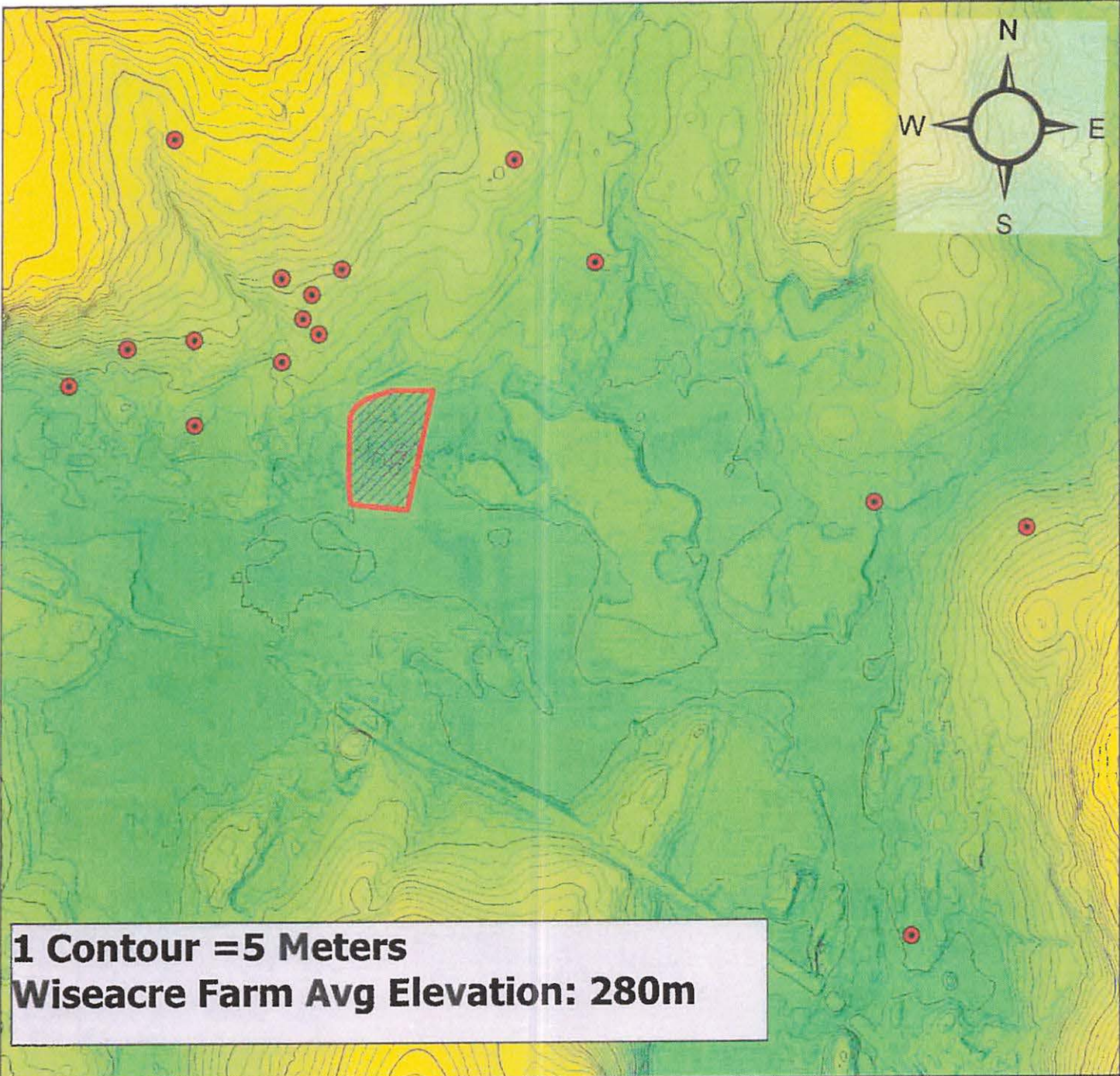


Figure 1
Wind Flow and Local Terrain



- Complaints Submitted
 - ▨ Wisacre Farm Property
- Elevation(meters)
- 556m
 - 268m

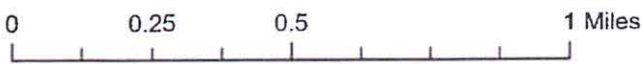
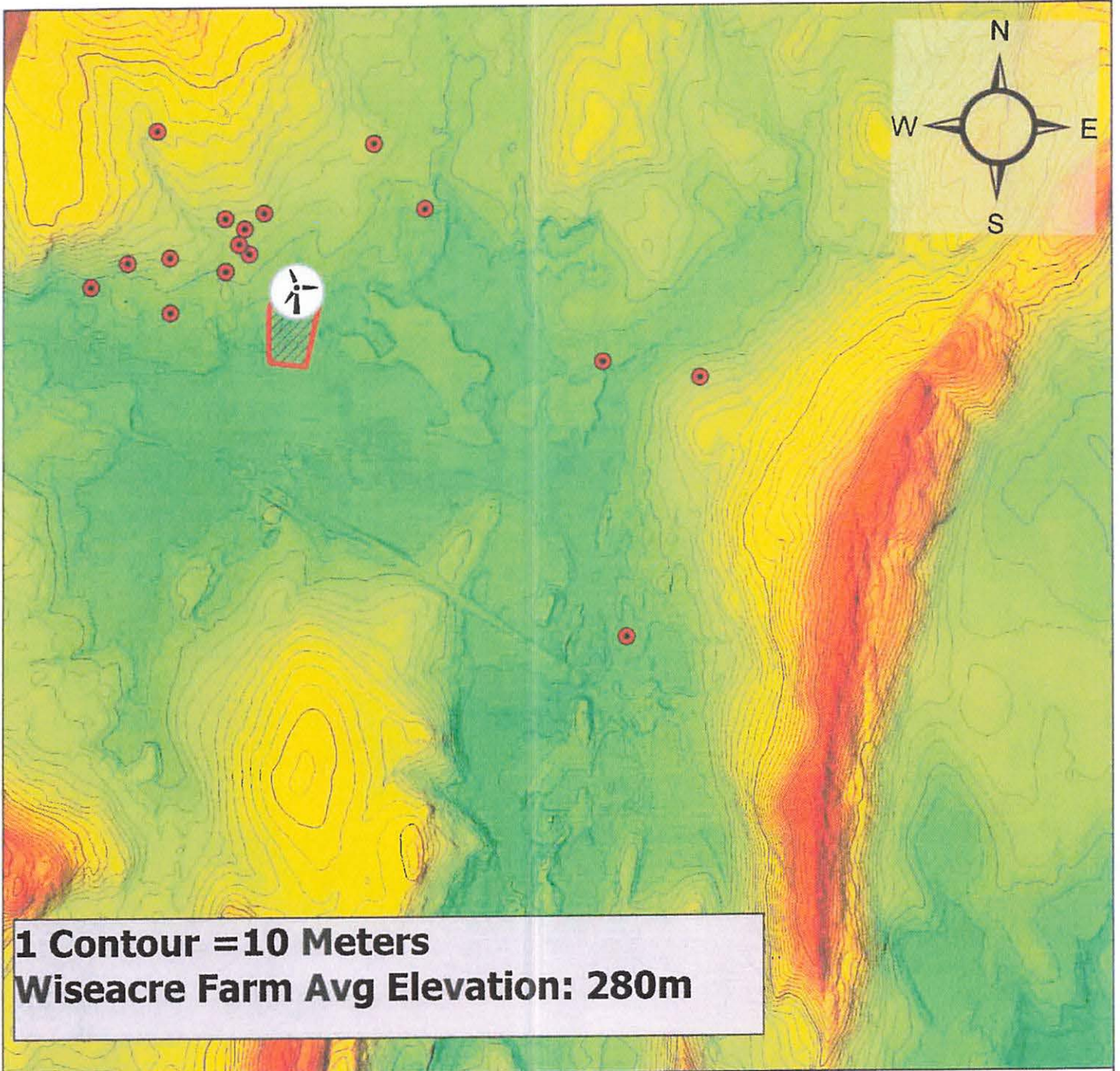


Figure 2
 Local Terrain and Confirmed & Unconfirmed Complaints Submitted




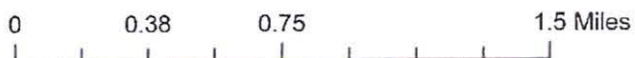
- Complaints Submitted
- Wisecre Farm Property
-  Dispersion Fan

Figure 3
 Terrain and Location of Mitigation

Elevation(meters)



Deployment

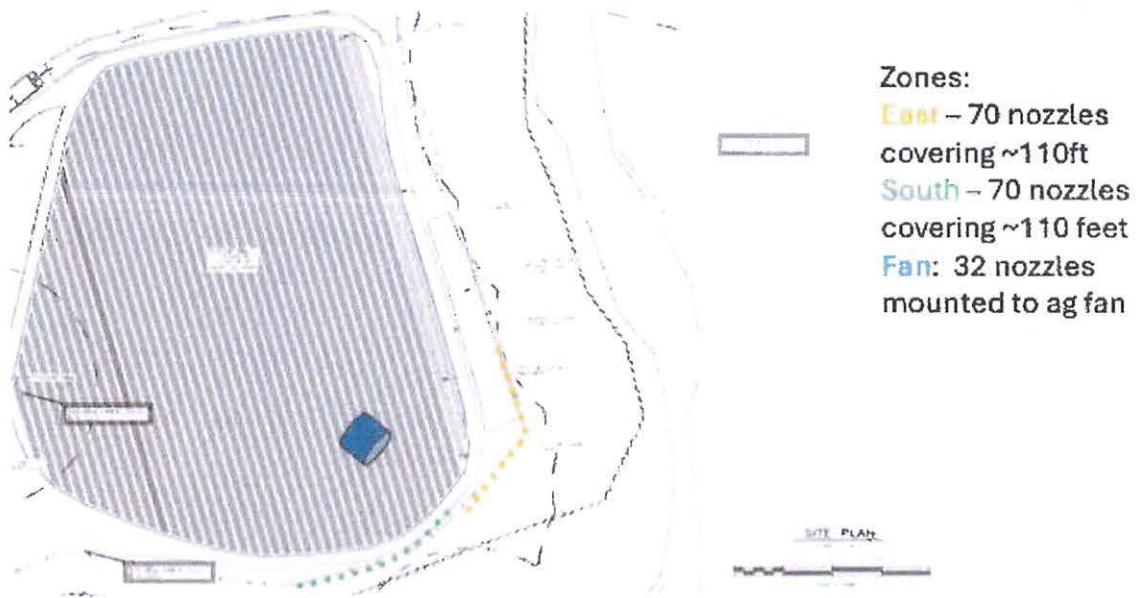


EXHIBIT F

MARTIN LAW OFFICES

A Professional Corporation

WILLIAM E. MARTIN, ESQ.
Direct: (413) 347-8962
WEM@martinlawofficespc.com

36 CLIFFWOOD STREET
LENOX, MASSACHUSETTS 01240
TELEPHONE (413) 443-6456
www.martinlawofficespc.com

JOSEPH R. MARTIN, ESQ.
Direct: (413) 347-8966
JRM@martinlawofficespc.com

June 17, 2024

BY EMAIL admin@weststockbridge-ma.gov

Select Board
Town of West Stockbridge
21 State Line Road
West Stockbridge, MA 01266

RE: Wiseacre Farm

Select Board Members:

As you know, I represent Neighbors Advocating for Fresh Air (NAFA), the group formed of neighbors adjacent to the Wiseacre grow farm and many interested town residents. The group consists of several West Stockbridge and Richmond residents directly impacted by the Wiseacre cannabis farm.

We have reviewed the Tech Environmental May 2, 2024 Memorandum. The report begins by acknowledging that the odor mitigation plan proposed by Wiseacre is "inadequate":

The proposed solution is that town acknowledge that the pilot study proposed (and modified with our recommendation) will not fully address the odor issue this season, but it is a necessary and valuable step towards the final solution that should be installed by the 2025 season. It is unclear at this time the true extent of influence that the fan and nozzle array proposed will have given the complex terrain in the area without some trial-and-error piloting.

At the same time, it is very clear that the permitter misting system proposed at the public meeting is inadequate. It would only cover approximately 10% of the circumference of wind directions and would provide minimal control during calm conditions.

The newest proposal from the vendor, which is inserted on the last page herein. It is better, but it is still inadequate based upon the topography and weather concerns described herein. It is now about 20% of the circumference. Any pilot program approval should have 100% circumference coverage based upon the valley dynamics discussed herein and agreement from the facility with the other three items listed in this report.

NAFA understands that the plan is now referred to as a "pilot program" and it is extremely unlikely that the Select Board will impose any prohibitions against growing this season.

Nevertheless, the group has several concerns going into this summer's grow season that the Select Board must address.

1) Tech Environmental raises serious concerns in their report regarding the efficacy of the fan/enzyme spray program to mitigate odors in 2024. Originally thought to be a two-dimensional problem, Byers Scientific and Tech Environmental have determined there is a complicated plume (3D, i.e., vertical) dynamic existing above this two-acre parcel and along the 1000+ linear feet of perimeter fencing. We have a score of written complaints from last season's harvest. The West Stockbridge town expert concludes the existing plan will not meaningfully mitigate the odor situation.

2) The Town is required to be the arbiter of noxious odor violations under the September 13, 2022 Community Host Agreement (the "HCA"). Thus, the Town must be a participant in recording contemporaneous reports of odor violations this summer during the two planned harvests. Jon Piasecki, of Wiseacre Farm, had stated he was developing an app that could receive complaints so that he could quickly adjust his fan/spray controls to mitigate. This app has not come to fruition. NAFA and Wiseacre would undoubtedly agree that neither party should be in unilateral control of noxious odor reporting. The Town should take the lead in providing, perhaps through its engineering consultant, a tool to receive odor complaints that can be shared in real time with Wiseacre, but also to create a record for future Select Board review of the special permit. Alternatively, the Town or town consultant could provide a summer hire to be available to respond to complaints and document them including time, wind, temperature and humidity data wherever possible. Perhaps this person could be a consultant employee or work under Earl Moffatt of the Board of Health. We must conclude this growth season with established facts documenting the number, severity and character of odor complaints.

3) Wiseacre's position is that the engineer's review of the Wiseacre plan came too late to allow Wiseacre to adjust its mitigation plan for this summer. Frankly, while this may be true, it reflects poorly on the Town's commitment to hold Wiseacre to the terms of the HCA. Given the funds available from the community impact fee and the ability to directly assess Wiseacre for consulting costs, there is simply no excuse for the Town to be so slow and so passive in addressing the neighbors' justified concerns.

4) This fall, if not already in default the HCA, we will enter the last year of the special permit. As such, the Town must require an earlier delivery of a mitigation plan of 2025, and an expedited review of such plan by Tech Environmental so that Wiseacre and Byers Scientific have time to modify their plan to meet all parties' concerns.

5) The Select Board should move to propose a by-law amendment banning additional grow farms in West Stockbridge. Lee recently voted to ban additional grow facilities based upon its experience with its indoor grow facility. While carbon filtered, the concentrated odor emittance was not controllable in a *less* residentially dense location than the Baker St./Dean Hill Road area. Monterey does not allow any cultivation facilities. Pittsfield has outlawed future outdoor

Select Board
Town of West Stockbridge
June 17, 2024
Page 3

cannabis grow since 2021. The inability of Wiseacre to control its outdoor grow is established and the neighbors (or other West Stockbridge residents and other property owners) should not have to contemplate even more cultivation odor issues in the Baker Steet corridor and environs.

NAFA members, by their proximity, are unwilling participants in this grow venture. They have been since mid-last summer, and remain, 100% constructive in all of their actions and correspondence regarding this matter. Both “sides” should be commended for their constructive engagement on this unfortunate situation. In several public meetings, Jon Piasecki has admitted that the odor is far worse than he expected. To his credit, the 2023 Annual Report acknowledged that odor is a critical problem and Wiseacre hired Byers Scientific to propose a more robust odor mitigation plan.

NAFA will continue to insist that the HCA requires maintenance of uninterrupted, peaceful enjoyment of our properties and that the Town must do everything in its power to enforce the provisions of the HCA. That will require demanding that Wiseacre take every reasonable effort to mitigate the offensive odor caused by cannabis cultivation.

NAFA's requests are completely in line with the Tech Environmental recommendations:

Tech proposes that all agree to full operation this year with an expectation that it may be odorous at times during the piloting program, and so long as the facility agrees to four items below to ensure that the data collected this fall will result in firm recommendations for the final system to be installed by the following fall flowering season.

- (1) a full perimeter fence line counteractant system installed this year, by July 4th and prior to the outdoor flowering season, to insure full coverage in any wind direction and more important at the edge of grow operations during still and inversion conditions, and a minimum of one large fan as proposed,
- (2) a 2024 season odor sampling and monitoring plan submitted to the town for third party review and comment,
- (3) a written commitment to install the recommended solutions as a result of the odor sampling and monitoring report with an option to reduce the size of the grow facility if the facility decides that it is cost prohibitive or undesirable to initiate the recommendations, and,
- (4) submit an Odor Management Plan developed by the facility and submitted to the town for third party review sometime after next fall and with sufficient time for it to be approved by Memorial Day and prior to the 2025 grow season.

In fact, under the Community Host Agreement, both Wiseacre and the Town agreed to proactively address community concerns. Section 5 of the September 13, 2022 HCA states:

5. Community Concerns. After commencing operations, Wiseacre Farm agrees to take affirmative steps to address reasonable concerns raised by abutters, Town residents, and neighboring businesses, including but not limited to those related to, additional visual screening, odor mitigation, and minimum light requirements for security purposes. Wiseacre Farm shall work collaboratively and cooperatively with abutters, Town residents, and neighboring businesses and shall establish written policies and procedures to address reasonable concerns brought by those parties acting in good faith. Said written policies and procedures, as may be amended from time to time, shall be reviewed by the Town and incorporated herein by reference, and made a part of this Agreement as numbered attachment(s) with full force and effect as if each were fully set forth herein.

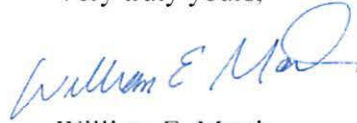
Further, in the event the Town receives complaints by Town residents, abutters, or neighboring businesses, which the Town deems reasonable and made in good faith, with respect to Wiseacre Farm's failure to mitigate conditions with respect to the operation of the Establishment, Wiseacre Farm shall meet and/or confer with the individual(s) and/or entity(ies) making said complaints, and, upon the Town's written request, meet with the Town within thirty (30) days of the receipt of said request from the Town to discuss reasonable additional mitigation measures that could be taken. After meeting with the Town, Wiseacre Farm shall implement additional mitigation measures deemed reasonable by the Town, at Wiseacre's sole expense, to address the nature of the complaint(s) to the satisfaction of the Town.

Select Board
Town of West Stockbridge
June 17, 2024
Page 5

It is disappointing that the Select Board has been so slow to address the Wiseacre issues. My client's requests have remained largely unchanged since my February 3, 2024 email (copy enclosed). First, the Wiseacre 2023 Annual Report was late, and then it took months for the Select Board to hire the independent consultant. Now that the consultant has issued its report, there is no reason for the Board to delay a public discussion. We see no reason for the Select Board to not reject the report's findings and recommendation as soon as possible.

Please advise me when this matter will be included on the Select Board Meeting agenda.

Very truly yours,

A handwritten signature in blue ink that reads "William E. Martin". The signature is fluid and cursive, with a large initial "W" and "M".

William E. Martin

WEM/nmd
Enclosure

From: [William E. Martin](#)
To: [Ryan, Marie](#)
Cc: [William E. Martin](#); [Nicole M. Dearstyne](#)
Subject: Wiseacre Farm - for Select Board
Date: Saturday, February 3, 2024 3:26:02 PM
Attachments: [William E. Martin.vcf](#)

I have been asked to represent the Neighbors Advocating for Fresh Air (NAFA), which is led by Tom Ruffing and Jane Mayer. I attended the presentation of the annual report and odor mitigation plan by Jon Piasecki. The group appreciated his efforts and his candor in admitting that the intensity of the foul skunk odor from last summer's growing season was unacceptable and needs remediation.

We do not minimize the significance of the 8-point plan, but it raises many questions that need to be addressed. We think the Town needs to take the lead in determining the likely success or failure of the plan and that the review needs to be done in a public setting.

Specifically, we request the following:

1. Most importantly, the Town needs to hire an independent consultant (at Wiseacre's expense) to review the plan and opine as to its safety and likely effectiveness. This needs to be done promptly so that any modifications of the plan can be implemented prior to the start of this growing season.
2. A follow up public hearing should be scheduled at which time Byers Scientific can present the plan and, critically in our opinion, address the safety of the agent that will be sprayed in the air. As bad as the skunk odor is, NAFA does not want to trade one problem for a worse problem. Byers Scientific needs to be able to warrant that their product is completely safe with documentation from government agencies and peer reviewed research papers.
3. Wiseacre should disclose other mitigation options that were considered and disregarded and explain why. I have experience with cannabis farms using so-called hoop houses, which are temporary enclosures with carbon filters placed over the plants during the part of the growing season when the smell is the most intense. We would like to understand if hoop houses are an option and, if not, why not.
4. Wiseacre needs to commit to a timeframe and consequences if the plan is not implemented as promised. I heard loud and clear the promise that the impact fee of \$90,000 or so will not be challenged. That promise needs to be documented since many communities are finding that the free cash that they expected to come from cannabis operations has been illusory.
5. The reporting and monitoring are critical. It appears that the monitoring will be based on a computer model rather than actual sampling. That seems suspect and needs to be evaluated by an expert. Likewise, recording contemporaneous complaints will be critical and we do not think a WhatsApp email list will work. We understand there are phone applications that could be deployed to permanently

record observations. Because this issue will always have a subjective component, I recommend that the Town hire an independent person to be on call who can go and literally smell the air at the time of the complaint and make a contemporaneous report.

Please let me know when this matter will be placed on your agenda so that these concerns can be addressed.

Thank you.

William E. Martin
MARTIN LAW OFFICES
36 Cliffwood Street
Lenox, Massachusetts 01240

THE CLOCKTOWER
75 South Church Street; Suite 550
Pittsfield, Massachusetts 01201

Direct Dial Number: (413) 347-8962
Facsimile Number: (413) 445-5883
Cell Number: (413) 441-3317
Email Address: WEM@martinlawofficespc.com

Mail should be directed to our Lenox office.

NOTICE

No attorney client relationship is created by this email alone nor can any contract be created or modified by this email absent a separate document properly executed by or on behalf of the contracting parties. The information contained in this email message is or may be attorney privileged and confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any use; dissemination, distribution, or copying of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by return email. Thank you.



William E. Martin

MARTIN LAW OFFICES
Partner
(413) 347-8962 Work
(413) 441-3317 Mobile
WEM@martinlawofficespc.com
MARTIN LAW OFFICES
36 Cliffwood Street
Lenox, MA 01240
www.martinlawofficespc.com

EXHIBIT G

NAFA RESPONSE TO WISEACRE FARM 2025 REPORT

Thank you for the opportunity to respond to the Wiseacre February 10, 2025 meeting and the West Stockbridge February 18, 2025 Select Board meeting. Below are some questions that Neighbors Advocating for Fresh Air (NAFA) have for Wiseacre and the Select Board, and some recommendations for moving forward with more collaboration and guided input from the consultants. All issues relate to the nuisance of odor and noise, and reporting. At the end of this document there are some general recommendations.

Questions for Wiseacre:

1. Odor mitigation—

How much of the growing area perimeter is outfitted with the atomization system? It was recommended by Tech Environmental that a significant perimeter be atomized to reduce odor or that the number of plantings be reduced.

How frequently and how much product was applied?

What were the costs to install and implement the atomization system?

What additional specific actions can be taken to mitigate odors to the nearest abutters (Yurman) who did not see any significant odor reduction in the years 2023 or 2024?

2. Noise mitigation—

How many hours was the large industrial fan operating, and is there a log of dates and times of operation?

Was fan used for frost control , and prior to 2/18 Select Board meeting had Wiseacre advised the Select Board that fan was for frost mitigation?

Is the fan powered by electric or diesel or a combination?

What hours does the fan need to operate to achieve maximum odor control? Is this determined by Byers Scientific?

Can you explain why the hourly limits were not adhered to in 2024?

Can fan noise be reduced by modifying it to all electric, enclose the engine, or changing it to a different fan system?

3. Reporting System—

The system was not objective and difficult to access initially during the height of the grow season. It was biased towards specific residents. The system is opaque so that reports are only available to Wiseacre and not to the sender once made, making record keeping difficult.

Questions for Select Board—

1. What steps need to be taken by Wiseacre or the Town to renew the Wiseacre Host Agreement?
2. What are the total impact fees paid by Wiseacre to date and what have they been spent on?
3. Would the Town consider impact fees to fund odor and sound mitigation ?
4. What has been the total economic benefit to the Town resulting from the Wiseacre cannabis operation?
5. Has the Town re-engaged Tech Environmental to review the mitigation in 2024 and has it made any recommendations for the future?
6. Does the Town consider odor and noise in abutting Richmond (as a direct result of Wiseacre) to be impactful?
7. Has the Town considered an amendment to town zoning to disallow any additional outdoor cannabis grow facilities other than Wiseacre?

NAFA Recommendations—

1. Make public past and future reports from Byers Scientific and Tech Environmental.
2. Require Wiseacre to produce financial statements to support its claim that it cannot afford further mitigation efforts and urge the Town to use impact fee payment funds if necessary.

3. Require maximum atomization recommended by the consultants or reduce planting fields; also recommended by Town consultants.

4. Minimize fan noise, i.e. Reimpose hour restrictions on fan use, use a different fan system, consider all electric fan.

5. Continue Town's requirement of reporting complaints. The system needs to be more objective and easier to use.

6. Wiseacre needs to redact and resubmit its annual report to eliminate personal information and ad hominem attacks on neighbors.

7. Wiseacre Farm should stop using the word "Farm" in its name and discontinue using the reference to "Farming" in its reports. Those references are misleading as cannabis growing is excluded from the Right to Farm law, intentionally by the Massachusetts Legislature. Wiseacre is a chemical fabrication facility which grows, clips buds, freezes, and sells its product to be further manufactured into cannabis gummies, etc. It is not a farm in any conventional sense.

Berkshire Southern District Registry of Deeds

Electronically Recorded Document

This is the first page of the document - Do not remove

Recording Information

Document Number : 272844
Document Type : DEED
Recorded Date : October 18, 2022
Recorded Time : 12:27:24 PM

Recorded Book and Page : 02808 / 203
Number of Pages(including cover sheet) : 5
Receipt Number : 67708
Recording Fee (including excise) : \$155.00

MASSACHUSETTS EXCISE TAX
Southern Berkshire ROD 001
Date: 10/18/2022 12:27 PM
Ctrl# Doc# 00272844
Fee: \$.00 Cons: \$.00

Berkshire Southern District Registry of Deeds
Michelle Laramee-Jenny, Register
334 Main Street, Suite 2
Great Barrington, MA 01230-1894
413-528-0146
<http://www.masslandrecords.com/BerkSouth/>

EXHIBIT H

QUITCLAIM DEED

I, **DAVID JADOW**, of Stockbridge, Massachusetts, for no consideration as this conveyance constitutes a transfer and not a sale, grant to **BAKER FLOWER LLC**, a Massachusetts Limited Liability Company, with a post office address at One Glendale Middle Road, P. O. Box 128, Stockbridge, MA 01262, with **QUITCLAIM COVENANTS**, the premises situate in the Town of West Stockbridge, Berkshire County, Commonwealth of Massachusetts, bounded and described as follows:

Property location: Baker Street, West Stockbridge, MA

The following described piece or parcel of land situated on the southerly and easterly side of Baker Street in West Stockbridge, Berkshire County, Massachusetts bounded and described as follows:

Beginning at an iron pipe found in the easterly side of Baker Street, said point being the southwest corner of the parcel herein described and a corner of land of Wilde, Gennari & Balgen Machine Co., Inc.;

Running thence the following seven courses along the easterly and southerly side of said Baker Street:

North 07 degrees 20 minutes 09 seconds East a distance of 150.90 feet to an iron pipe found;

North 14 degrees 26 minutes 53 seconds East a distance of 812.53 feet to an iron pipe found;

North 24 degrees 51 minutes 37 seconds East a distance of 162.62 feet to an iron pipe found;

North 52 degrees 16 minutes 55 seconds East a distance of 98.81 feet to an iron pipe found;

North 69 degrees 39 minutes 04 seconds East a distance of 120.17 feet to an iron pipe found;

North 83 degrees 59 minutes 15 seconds East a distance of 324.89 feet to an iron pipe found;

South 76 degrees 32 minutes 02 seconds East a distance of 513.34 feet to an iron pipe found, said point being the northeast corner of the parcel herein described and a corner of land of one Nolan;

Running thence South 26 degrees 32 minutes 48 seconds West a distance of 1501.50 feet along land of said Nolan to a point computed in line of land of said Wilde, Gennari & Balgen Machine Co., Inc., said point being the southeast corner of the parcel herein described;

Running thence North 69 degrees 01 minutes 41 seconds West a distance of 677.33 feet along land of said Wilde, Gennari & Balgen Machine Co., Inc. to the point of beginning containing 26.534 acres of land.

Meaning and intending to convey and hereby conveying the same premises shown on a plan of land herein described prepared from a "Plan of Land Prepared for The Delmolino Family, West Stockbridge, Massachusetts, December 1999, by Kelly, Granger, Parsons & Associates, Inc., Engineers and Surveyors 312 Main Street, P.O. Box 88, Great Barrington, Massachusetts, 01230" Scale 1" = 100' and recorded with the Berkshire Southern District Registry of Deeds in Plat File K-75.

Being the same premises conveyed to the Grantor herein by deed of Richard Hawkey and Maryanne Hawkey, dated December 15, 2021, and recorded December 21, 2021, with the Berkshire Southern District Registry of Deeds in Book 2746, Page 94.


Witness my hand and seals this 18th day of October, 2022.

David Jadow
DAVID JADOW

COMMONWEALTH OF MASSACHUSETTS
BERKSHIRE, ss.

On this 18th day of October, 2022, before me, the undersigned Notary Public, personally appeared David Jadow, proved to me through satisfactory evidence of identification, which was Massachusetts Driver's License (type of identification / personal knowledge), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for the stated purpose and as his free act and deed.

Christian A Rokosz
Notary Public
Christian A Rokosz
My commission expires: 06/06/25

 CHRISTIAN A ROKOSZ
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 6, 2025

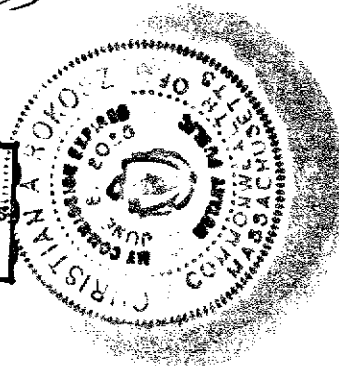


EXHIBIT I

WEST STOCKBRIDGE PLANNING BOARD

<hr/>)
)
WISEACRE CANNABIS GROWING FACILITY)	SPECIAL PERMIT
)	APPLICATION
<hr/>)

**SPECIAL PERMIT CONDITIONS PROPOSED BY
NEIGHBORS ADVOCATING FOR FRESH AIR'S OPPOSITION TO
WISEACRE CANNABIS CULTIVATION FACILITY USE**

1. Special Permit is valid for three (3) years from the date of issuance. Any application for an extension must be filed one hundred twenty (120) days before the expiration date.
2. On or before December 31st of each year the applicant shall file with the Town Clerk:
 - a. Its current Cannabis Control Commission license and other permits.
 - b. The names and addresses of all owners or beneficial owners of the applicant and property owner.
 - c. Any amendments to the Community Host Agreement.
 - d. An Affidavit or Certificate by the Select Board confirming that the applicant is in full compliance with the Community Host Agreement.
 - e. A list of any waivers of regulations that the applicant seeks to obtain from the Cannabis Control Commission or a copy of any such waivers that the Commission has issued to the applicant, as applicable.
 - f. An affidavit with the Building Commissioner demonstrating that it is in good standing with respect to its license or certificate from the Cannabis Control Commission, Department of Public Health, and any other applicable state licenses.
 - g. Copies of all policies and procedures approved by the Cannabis Control Commission, including without limitation the marijuana establishments and medical marijuana treatment center's operating and safety procedures, or copies of such policies and procedures that the applicant intends to submit to the Cannabis Control Commission, as applicable.
 - h. A site plan showing any modification(s) of the cultivation areas or modification(s) to any facilities on the property.

- i. Confirmation that the fencing of cultivation areas remains in conformance with 935 CMR 500.000.
- j. Photographic evidence that no cultivation may be visible from a public way. Fencing or landscape screen planting may be used to shield cultivation activities.
- k. A report of any cease-and-desist order, quarantine order, suspension order, limiting sales order, notice of hearing or final action by the Cannabis Control Commission, Department of Public Health or such other applicable state entity, as the case may be, regarding applicant or property.
- l. Provide full documentation of all odor-neutralizing agents, including Safety Data Sheets, quantities, application methods, dates, and manufacturer efficacy data during the previous year.
- m. Confirmation that it has fully complied with its odor mitigation plan, and will specifically detail:
 - i. The dates, amounts and areas where the Ecosorb chemical was applied;
 - ii. The dates, times and any noise producing equipment that was operated (including tractors, fans, sprayers or any device capable of producing sound audible at the property line); and
 - iii. The dollar amounts spent on odor mitigation efforts with supporting documents.
- n. A detailed report of any and all complaints received from any source about its operation with a statement of the response action taken.

Confirmation that all taxes, HCA contractual payments and other governmental assessments have been paid in full.

- 3. The holder of a special permit shall notify the Building Commissioner and the SPGA in writing within forty-eight (48) hours of the cessation of operation of the marijuana establishment or the expiration or termination of the permit holder's state license.
- 4. The Special Permits shall lapse upon the expiration or termination of an applicant's license from the Cannabis Control Commission, Department of Public Health or such other applicable state entity, as the case may be.
- 5. The applicant shall post a surety bond or other collateral in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) to secure decommissioning and removal of the installed facilities, if necessary.
- 6. The Special Permit shall lapse if (a) the property is conveyed; or (b) there is a change in the officers, directors and/or shareholders (including the shareholder's ownership percentages).

7. The applicant shall not use any odor-control product lacking independent, peer-reviewed proof of long-term environmental safety.
8. The applicant shall implement all of the odor mitigation recommendations made by the Town's consultant or the applicant's consultant, including, without limitation:
 - a. Expansion of the perimeter atomization system to the full perimeter;
 - b. Reduce the number of cannabis plants and increase the spacing between them to reduce odor emissions;
 - c. Begin operating the atomization system during allowable hours at least three weeks prior to planting and continue until the end of harvest; and
 - d. Ensure the system produces a continuous fog or mist, which is industry standard for odor control.
9. Require the applicant to engage the Town's consultant on an ongoing basis and comply with any recommendations for changes to the odor mitigation plan on a seasonal basis, with the consultant issuing an annual report of operations no later than November 30th of each season.
10. Implement a monitoring system that requires the applicant to hire a third-party consultant who will be engaged to make random site visits from August 1 to October 31 (a minimum of three (3) random visits per week between 6:00AM and 9:00PM or at the request of a neighbor experiencing a significant amount of odor or noise) to monitor odor and noise at random locations near the property. The Town consultant will record their findings on a scale of 1 to 5 and will file weekly reports with the Zoning Enforcement Officer and the applicant. The applicant shall file a written response to the findings of odor or noise within forty-eight (48) hours. The scale shall be: 1 not detectable; 2 mild detectable; 3 detectable; 4 moderately detectable; and 5 pervasive.

IF THE PLANNING BOARD ALLOWS THE FAN

11. The odor mitigation fan (the "Fan") shall be fitted with sound proofing equipment to reduce the sound of the diesel generator.
12. The Fan shall be used only for odor mitigation and for no other purpose (specifically restricting it from being used for frost control).
13. The Fan may be operated only on non-holiday weekdays from 8:00AM to 5:00PM.