

Green Goddess Remedies
Good Neighbor Agreement (GNA)
5435 SW Taylors Ferry
Portland, OR

BACKGROUND

Green Goddess Remedies (GGR) is a state-licensed medical marijuana dispensary located at 5435 SW Taylors Ferry Road in Portland Oregon. GGR plans to open for business after renovations are complete, which is estimated to be early October 2014. GGR will uphold the Oregon Health Authority mandate to protect both the patient and public by adhering to the HB3460 Rules. GGR will also comply with state and local business laws. GGR will maintain a high level of compassion and integrity whether dealing with patients, vendors or the neighbors of Ashcreek and Crestwood.

Green Goddess Remedies will strive not only to become a successful business but an asset to the neighborhood. They believe this can be achieved through a well maintained, visually aesthetic building, favorable business hours and an accessible working owner who is reasonable and sensitive to neighborhood concerns.

Oregon Health Authority, a State of Oregon agency, regulates medical marijuana dispensaries. Only patients and caregivers with Oregon medical marijuana cards can obtain marijuana from dispensaries. Some provisions that dispensaries must comply with under State law:

- The facility must have and maintain the security measures including commercial grade locks and doors, a video surveillance and alarm system, and certain specifications about how to secure marijuana during and after business hours.
- Minors under the age of 18 years old are not allowed inside dispensaries.
- No one may use marijuana at the dispensary except employees, who are medical marijuana cardholders. An employee's use is restricted to a closed room, alone, and should not be visible to the public or fellow employees.

There were concerns expressed by neighbors about how this business will impact the safety and the livability of the neighborhood. The Crestwood and Ashcreek Neighborhood Associations and neighbors requested that owner, Sally Bishop, enter into a Good Neighbor Agreement.

FORMATION OF AGREEMENT

This Good Neighbor Agreement ("Agreement") is entered into effective as of October 1, 2014 (the "Effective Date"), between Sally Bishop ("Licensee"), doing business as Green Goddess Remedies (the "Establishment" or "GGR"), neighbors, and Ashcreek (ANA) and Crestwood (CNA) Neighborhood Associations.

The issues addressed in this Agreement have been agreed upon by the Licensee, CNA, ANAs, neighbors and the SW Crime Prevention Coordinator from the City of Portland's Office of Neighborhood Involvement. We acknowledge that this document represents the good faith effort by all parties to resolve the issues identified within.

This Agreement is founded in the belief that a successful business relies, in part, on the strength, cooperation, and support of the neighborhood around it, and that the strength of the neighborhood relies, in part, on the responsibility, vitality, and strength of the businesses operating within it.

ANA and CNA will establish a Joint GGR GNA Committee (JGGC) to administer this agreement under the direction of both ANA and CNA.

DURATION

This Agreement shall be in effect as of the date stated above and shall be evaluated in six months from the opening date of the establishment. The JGGC will schedule this meeting.

This Agreement applies to the business as a medical marijuana dispensary. If Oregon voter pass laws allowing for the recreational use of marijuana and GGR's business model changes, ANA, CNA and neighbors would request to meet with the owner to establish a new GNA. As of the date of this agreement, GGR does not intend to operate a recreational marijuana facility at this location if the laws change.

GOALS OF THE AGREEMENT

- A. Maintain the livability and safety of the neighborhood.
- B. Minimize nuisance issues, crime and fear of crime in and around the Establishment.
- C. Develop and maintain clear communication channels between all parties.
- D. Allow the owner to have a successful business.

PARTNERSHIP COMMITMENTS (GGR)

As part of this Good Neighbor Agreement with the ANA, CNA, and neighbors in the area, GGR makes the following commitments to its neighbors:

A. General

- 1) The hours of operation for the business are as follows and will be posted on the front door of the establishment:

Monday-Sunday: 11:00am- no later than 8:30pm for patients.

Vendors/suppliers may visit the office as early as 10 am Monday-Sunday.

- 2) If voters pass a measure to allow for the sale and use of recreational marijuana, the Licensee will notify ANA, CNA and neighbors if she gets a license. This would prompt neighbors to request another GNA to be performed.
- 3) Licensee will perform or have a screening company perform criminal background checks on all prospective employees.
- 4) There are no plans for outdoor seating for patients. Patients purchase product and leave the premises.
- 5) The owner will designate a smoking area for tobacco smoke for employees on the covered patio area in the parking lot.
- 6) GGR will install adequate lighting for crime prevention purposes, but will make sure not to cause light pollution that impacts neighbors' livability.

B. Noise

- 1) The owner shall take reasonable actions to manage and control the noise level of patrons inside and outside of GGR as well as employees and suppliers within the limits established by city noise ordinances.
- 2) There will be ambient music played inside of the Establishment that should not exceed city noise ordinances.
- 3) GGR will post signage that states “please respect our neighbors” on exit doors inside of the business.

C. Trash/ Litter/Vandalism

- 1) Licensee agree to keep the grounds outside the Establishment free of litter by having its employees collect debris that has been dropped outside the Establishment at least one time daily and more frequently if needed.
- 2) Graffiti on the building will be photographed, reported to PPB and the Graffiti Abatement Program, and then removed as soon as possible upon discovery. Graffiti can be reported with the PDX Reporter App or the Graffiti Abatement Program can be contacted at 503-823-4824.
- 3) The Establishment will install locks on the dumpsters to prevent late-night rummaging from the bins.

D. Parking/Traffic Safety

- 1) Licensee will educate new patrons about where they should park.
- 2) Licensee will talk with patrons who park illegally, and ask them to find a legal parking space when she notices a problem.
- 3) Licensee will take reasonable measures to discourage illegal parking by her patrons.
- 4) The Establishment will work with immediate neighbors on road improvements on SW 55th.

E. Managing Patrons

- 1) Licensee will establish and post a code of conduct for patrons and staff to follow. A procedure will be established to evict those patrons who engage in verbal, physical altercations, and criminal and nuisance activity.
- 2) Licensee will maintain an incident log, which shall be freely accessible to police. The log will include, but not be limited to, the following information:
 - a. All disturbances, inside and outside the premises related to customers.
 - b. Names and/or descriptions of all persons denied service and/or trespassed from the property.
 - c. All phone calls to the police.
- 3) Loitering will not be permitted.

F. Communication

- 1) If there is an issue or concern at GGR, neighbors should contact the Licensee by phone at _____ or email at sally@greengoddessrx.com.
- 2) If those issues continue, Licensee and staff will meet with any neighbor to discuss concerns, questions, or requests within a reasonable time frame.

- 2) If there are unresolved issues between Licensee and neighbors or a high volume of issues, JGGC will schedule a problem-solving meeting and invite other stakeholders, as appropriate, to address issues.
- 3) Neighbors will call the police if they see suspicious or criminal activity around the building.

ROLES/DUTIES OF THE PARTIES

GGR agrees to:

- 1) Follow the GNA commitments set forth above
- 2) Share the agreement with all employees and refer to it if problems arise
- 3) Maintain an on-going relationship and open communication with neighbors and interested parties
- 4) Follow up promptly on neighbor concerns related to the Establishment or its patients
- 5) Attend at least one Crestwood and Ashcreek Neighborhood Association meeting each year
- 6) If the business needs to operate contrary to the GNA, notification will be given as soon as possible to the chairs of the Ashcreek and Crestwood Neighborhood Associations, and to the Joint GGR GNA Committee.
- 7) Notify ANA, CNA, and neighbors if the business model expands to include non-medical marijuana products or services.
- 8) If there is a crime that occurs on the property, GGR will alert the ANA, CNA, neighbors involved in the GNA to what happened as soon as possible.

ANA, CNA and Neighbors agree to:

- 1) Report any issues or concerns to the Licensee or staff, and to the JGGC.
- 2) Report any criminal or suspicious activity to the police as it occurs. Follow up with Crime Prevention, and the Licensee where applicable
- 3) Participate in follow up meetings when appropriate.
- 4) Establish the Joint GGR GNA Committee to administer the GNA on behalf of ANA and CNA; educate the neighbors about the details of the GNA; and make recommendations for the improvement of GNA.

ANA, CNA, Neighbors, and GGR also agree to:

- 1) Work together to resolve any differences or concerns between themselves, along with any party related to a particular issue, and to resort to other forums or authorities only as a last resort. Crime Prevention will provide facilitation where appropriate and necessary.
- 2) Maintain this agreement as an effective, living document, and shall meet regularly to discuss the agreement and any changes either party might wish to explore. Frequency of reviews will be determined during the first renewal meeting.

Office of Neighborhood Involvement (ONI) Crime Prevention Program agrees to:

- 1) Provide problem solving resources for nuisance complaints and to provide assistance to the business and neighbors on how to resolve nuisance issues related to business operations that may impact community residents.
- 2) Maintain a copy of the Good Neighbor Agreement and provide copies to the parties upon request
- 3) Provide technical assistance to parties if requested.
- 4) Facilitate meetings and mediate minor disputes among parties if requested.

Joint GGR GNA Committee agrees to:

- 1) Monitor the GNA on behalf of ANA and CNA.
- 2) Educate the neighbors about the details of the GNA.
- 3) Make recommendations for the improvement of GNA.
- 4) Communicate with the Licensee about non-compliance to the GNA.

ADMINISTRATION

The Crime Prevention Program Coordinator will keep a copy of this agreement at the Community Policing Office in the Multnomah Arts Center. The ONI Crime Prevention Program shall maintain this Agreement and make it available to the undersigned parties at their request.

SIGNATURES

By their signature, all parties agree to abide by the Good Neighbor Agreement.

Sally Bishop, Owner Date
Owner Contact Address:
Owner Telephone Number:

Ashcreek Neighborhood Association Date
Contact Address:
Telephone Number

Crestwood Neighborhood Association Date
Contact Address:
Telephone Number:

Crime Prevention Coordinator Date
Contact Address:
Telephone Number:

Neighbor Date
Contact Address:
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