



# TOWN OF LAKEVILLE MEETING POSTING & AGENDA REMOTE MEETING

Town Clerk's Time Stamp  
received & posted:

*K. Updane*  
**LAKEVILLE TOWN CLERK**  
RCUD 2021 OCT 12 PM2:11

48-hr notice effective  
when time stamped

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009). Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	Planning Board
Date & Time of Meeting:	Thursday, October 14, 2021 at 7:00 p.m.
Location of Meeting:	<u>REMOTE MEETING</u>
Clerk/Board Member posting notice:	Cathy Murray

Cancelled/Postponed to: \_\_\_\_\_ (circle one)

Clerk/Board Member Cancelling/Postponing: \_\_\_\_\_

## Revised-A G E N D A

1. In accordance with the provisions allowed by Chapter 20 of the Acts of 2021, the October 14, 2021, public meeting of the Planning Board will be held remotely. However, to view this meeting in progress, please go to [facebook.com/LakeCAM](https://facebook.com/LakeCAM) (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>
2. Public Hearing (7:00 p.m.) – Presented by Prime Engineering Inc. - upon the application for Approval of a Definitive Subdivision Plan submitted by Southcoast Redevelopment LLC for a six (6) lot subdivision located at 162 Bedford Street, M026-B005-L002.
3. 124, 126, 128, & 130 Crooked Lane – Vote to sign covenant
4. Housing Production Plan-update
5. Sign By-law - Discuss amending and related definitions-update
6. Design Standards - Discuss how to implement for business zoned development-update
7. Master Plan Implementation - Fee Review Project-update
8. Review the following Zoning Board of Appeals petitions:
  - a. Bud's Goods & Provisions Corp. – 475 Kenneth W. Welch Drive
  - b. DeCost – 129 Staples Shore Road
9. Approve Meeting Minutes for September 23, 2021.
10. Old Business
11. New Business
  - a. Correspondence-Costello & Greydanus
12. Next meeting. . . October 28, 2021
13. Any other business that may properly come before the Planning Board.
14. Adjourn

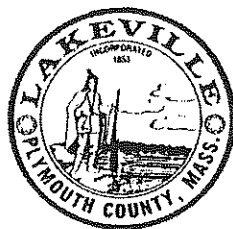
*Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Planning Board arise after the posting of this agenda, they may be addressed at this meeting.*

**Read the following into the record:**

In accordance with the provisions allowed by Chapter 20 of the Acts of 2021, signed by the Governor on June 16, 2021, the October 14, 2021, public meeting of the **Planning Board** will be held remotely. **However, to view this meeting in progress, please go to facebook.com/lakecam (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>**

# Town of Lakeville

PLANNING BOARD  
346 Bedford Street  
Lakeville, MA 02347  
508-946-3473



## NOTICE OF PUBLIC HEARING

The LAKEVILLE PLANNING BOARD will conduct a public hearing pursuant to MASS GENERAL LAWS CHAPTER 41, SECTION 81T on **THURSDAY, October 14, 2021**, at 7:00 PM to consider the application of **Southcoast Redevelopment LLC**. for approval of a definitive subdivision plan entitled: **162 Bedford Street, 6-Lot Subdivision, A Definitive Plan for a Residential Subdivision** submitted by **Prime Engineering Inc.** for a **six (6) lot subdivision** located at **162 Bedford Street, Assessors Map 026, Block 005, Lot 002**. The land is owned by **Southcoast Redevelopment LLC of 239 Main Street**.

Plans are available for electronic reviewing by contacting the Planning Department via the Town's website or may be viewed in person, by appointment only, by contacting the Planning Department at 508-946-3473. The Agenda found on the Town of Lakeville website, Planning Department page, will also include related documents. Pursuant to the provisions allowed by Chapter 20 of the Acts of 2021, this will be a virtual meeting.

Lakeville Planning Board,  
Mark Knox, Chairman  
Peter Conroy, Vice-Chair  
Jack Lynch  
Michele MacEachern  
Barbara Mancovsky

September 30, 2021, &  
October 7, 2021

#26



*Town of Lakeville*

*Board of Health*

*346 Bedford Street  
Lakeville, MA 02347*

Board of Health  
(508) 946-3473  
(508) 946-8805  
(508) 946-3971 fax

October 5, 2021  
Town of Lakeville Planning Board  
Attn: Mark Knox, Chairman  
346 Bedford Street  
Lakeville, MA 02347

Re: 162 Bedford Street

Dear Chairman Knox:

We received a copy of the Definitive Subdivision Plan and associated plans for a Residential Subdivision off Bedford Street titled "6 Lot Subdivision". The Prime Engineering plans dated August 30, 2021, show six new residential dwellings with onsite sewage disposal systems and private wells. Although there is sufficient land to locate a proposed well and subsurface sewage disposal systems under Title V wastewater design parameters, it is difficult to determine if the soils and the groundwater elevations are suitable. The two soil test holes that were done are insufficient to determine suitable soil and groundwater elevations for six sewage disposal systems. It appears one of the soil test holes was done for drainage purposes, which leaves one soil test hole and no percolation test data to determine soils and groundwater elevations for six lots, where Title V requires 24 soil test holes and 12 percolation tests. The soil test holes found sandy loam, which can have very slow percolation rates, which may result in large leach fields and some sandy loams fail a percolation test. Since no percolation test data is given, we should not assume that there will be 12 passing percolation tests until some percolation tests are completed. The groundwater information provided in the two soil test holes is not sufficient for the six lots, because some of the proposed leach fields are located under the driveways of lots. If the groundwater is higher than expected, then the driveways will not be able to be graded to access the garages. It is possible that the groundwater elevations will be higher than expected, because the groundwater elevation shown on the soil test holes are between 3 and 5 feet lower than the elevation of the surface water in the isolated land subject to flooding.

There is also a Board of Health (BOH) regulation for a basement slab to be two feet above high groundwater, and since no foundation or slab elevations are given, it is difficult to determine this. It is also difficult to determine the elevations of the existing conditions because only a few of the contours are labeled with elevations.

Therefore, based on the information provided, the BOH is unable to make a determination whether the proposed subdivision can meet Title V and the local Board of Health requirements for six subsurface sewage disposal systems. The BOH would like to request more soil test hole data, percolation test data and an existing condition plan with more contours labelled to be provided to make this determination.

If you should have any further questions feel free to contact this office.

Sincerely yours,  
for the Board of Health

A handwritten signature in black ink, appearing to read "Edward Cullen", with a long horizontal flourish extending to the right.

Edward Cullen  
Health Agent

#20



TOWN OF LAKEVILLE  
OFFICE OF THE BOARD OF SELECTMEN  
346 Bedford Street  
Lakeville, Massachusetts 02347  
Telephone 508-946-8803

TO: Mark Knox, Chairman  
Planning Board

FROM: Tracie Craig-McGee, Executive Assistant *tc*

RE: Definitive Subdivision Review  
162 Bedford Street

DATE: September 23, 2021

At their meeting on September 20, 2021, the Board of Selectmen reviewed the Definitive Subdivision Plan for 162 Bedford Street.

The Selectmen were advised that revisions to the subdivision plans were being submitted to the Planning Board, so they did not offer any comments on the submitted subdivision plans.



MASSWILDLIFE

**DIVISION OF  
FISHERIES & WILDLIFE**

1 Rabbit Hill Road, Westborough, MA 01581  
p: (508) 389-6300 | f: (508) 389-7890  
MASS.GOV/MASSWILDLIFE

Jack Buckley, Director

September 30, 2021

Lakeville Conservation Commission  
346 Bedford Street  
Lakeville MA 02347

Avery Oldach  
Southcoast Redevelopment LLC  
239 Main Street  
Lakeville MA 02347

Project Location: 162 Bedford Street  
Town: Lakeville  
Project Description: 6-lot subdivision, roadway and cul-de-sac, drainage basin  
Wetlands File No.: 192-0870  
NHESP Tracking No.: **18-37473**

**RE: Notice that additional information is required to take further action on your combined application for review under the WPA and MESA regulations**

Dear Commissioners and Applicant:

On 9/1/2021 the Natural Heritage and Endangered Species Program (NHESP) of the Division of Fisheries and Wildlife (Division) received a Notice of Intent, site plans (dated 8/30/2021), and other information from the Applicant pursuant to the rare wildlife species provision of the Massachusetts Wetlands Protection Act (WPA) and its implementing regulations (310 CMR 10.59), and the Massachusetts Endangered Species Act (MESA) (M.G.L. c. 131A) and its implementing regulations (321 CMR 10.18).

The Division has determined that the proposed project is located within the mapped *Priority* and *Estimated Habitat* of Eastern Box Turtle (*Terrapene carolina*), a species state-listed as Special Concern. This species and its habitats are protected pursuant to the WPA and the MESA. Fact sheets for state-listed species can be found at [www.mass.gov/nhosp](http://www.mass.gov/nhosp).

The purpose of the Division's review of the proposed project under the WPA regulations is to determine whether the project will have any adverse effects on the Resource Areas Habitats of state-listed species. The purpose of the Division's review under the MESA regulations is to determine whether a Take of state-listed species will result from the proposed project.

This letter is to inform you that the Division has reviewed the materials submitted with your combined application under the WPA and MESA regulations and has determined that additional information is required in order for the Division to complete its review pursuant thereto, as specified below:

**MASSWILDLIFE**

- Alternatives Analysis: Assessment should explore options to a) reconfigure and minimize habitat fragmentation associated with the drainage basin and b) minimize impacts from the subdivision and roadway in order to reduce habitat fragmentation.
- Impact Calculations: Provide clear impact calculations associated with the proposed drainage basin, roadway and total property acreage as well as the upland and wetland areas on the property.

**Please note that the Division strongly recommends a consultation meeting to discuss the project.** After receiving the above requested information, the Division will continue its review of the proposed project for compliance with the state-listed species provisions of the WPA and MESA regulations. The Division reserves the right to request additional information to understand the potential impacts of the proposed project on state-listed species and their habitats.

No work or other activities related to your filing may be conducted anywhere on the project site until the Division completes its review.

If you have any questions concerning this notice, please contact Lauren Glorioso, Endangered Species Review Biologist, at [lauren.glorioso@mass.gov](mailto:lauren.glorioso@mass.gov).

Sincerely,



**Everose Schlüter, Ph.D.**  
Assistant Director

cc: David Santos, Prime Engineering  
MA DEP Southeast Region



#3a

## COVENANT

KNOW ALL MEN by these presents that **CNC APPRAISAL SERVICE, INC.**, a Massachusetts business corporation, having a principal place of business at 1 Essex Street, Mansfield, Massachusetts 02048, **MATTHEW RYAN STAREN** of 59 Jackson Street, Taunton, Massachusetts 02780 and **JARYD CROSSLEY** of 26 Galfre Road, Lakeville, Massachusetts (hereinafter collectively the "Applicant") are the owners of land for which an application for Site Plan Review for a set of plans entitled "Site Plan for 124, 126, 128 & 130 Crooked Lane (Assessors Map 026 Block 003 Lots 003-1, 003-2, 003-3, 003-04) Lakeville, Massachusetts dated April 21, 2021 revised through May 7, 2021 Prepare by Zenith Consulting Engineers, LLC and has requested that the Town of Lakeville Planning Board ("Board") approve the plans

IN CONSIDERATION of the Board approving said plan without, the undersigned hereby covenants and agrees with the inhabitants as follows:

1. The Applicant agrees to complete the construction of the drainage basin and forebays by September 30, 2021. In the event the basin and forebays are not completed, the Applicant agrees that: (1) the certificate of occupancy for Lot 2 shall be withheld or (2) \$5,000.00 shall be deposited with the Town of Lakeville Planning Board to secure completion of the basin and sediment forebays. The certificate of occupancy shall be released to the Applicant upon receipt of a letter to the Board from a professional engineer or land surveyor duly licensed within the Commonwealth of Massachusetts stating that the construction of the detention basin and sediment forebays have been completed in substantial conformance with the approved plans. In the event monies are deposited, the monies shall be released to the Depositor within 30 days of the receipt of said letter.
2. The Applicant agrees to complete the loaming and seeding of Lots 1, 2 and 3 on or before December 31, 2021. In the event loaming and seeding is not completed, the Applicant shall deposit \$9,000.00 with the Town of Lakeville Planning Board.
3. After the loaming and seeding is completed, the Applicant shall provide a letter from a professional engineer or land surveyor duly licensed within the Commonwealth of Massachusetts stating that the grading on the lots has been completed in substantial conformance with the approved plans. Within thirty (30) days of receipt of said letter, the monies deposited with the Planning Board for the loam and seeding shall be returned to the Applicant.

Executed as an instrument under seal at Lakeville, Plymouth County, Massachusetts this \_\_\_\_\_ day of September, 2021.

Acceptance by the  
Town of Lakeville Planning Board

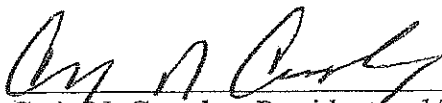
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Mark Knox, Chairman\*

\* Chairman Knox being duly authorized to accept this covenant by a vote of the majority of the Planning Board of the Town of Lakeville at its July \_\_\_\_, 2021 meeting.

Executed as an instrument under seal at Lakeville, Plymouth County, Massachusetts this 11<sup>th</sup> day of September, 2021.

CNC Appraisal Service, Inc.

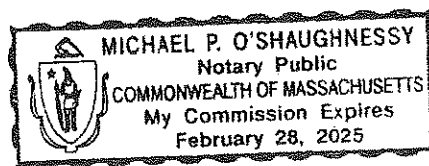
By:   
Craig N. Crossley, President and Treasurer

**COMMONWEALTH OF MASSACHUSETTS**

On this 11<sup>th</sup> day of September, 2021, before me, the undersigned notary public, personally appeared Craig N. Crossley, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as President and Treasurer of CNC Appraisal Service, Inc.



Notary Public: Michael O'Shaughnessy  
My commission expires: 02-28-2025



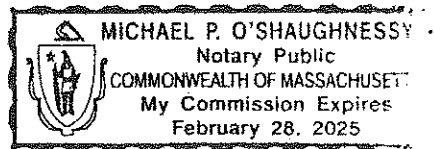
Executed as an instrument under seal at Lakeville, Plymouth County, Massachusetts this 15<sup>th</sup> day of September, 2021.

By: Matthew Staren  
Matthew Ryan Staren

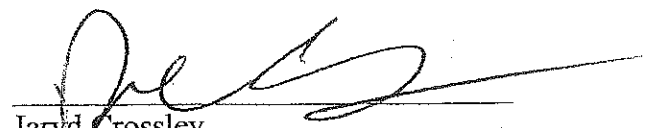
**COMMONWEALTH OF MASSACHUSETTS**

On this 15<sup>th</sup> day of September, 2021, before me, the undersigned notary public, personally appeared Matthew Ryan Staren, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[Signature]  
Notary Public: Michael O'Shaughnessy  
My commission expires: 02-28-2025




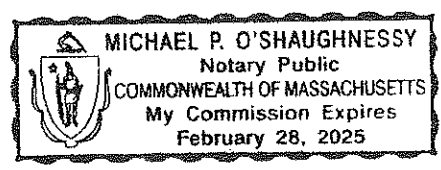
Executed as an instrument under seal at Lakeville, Plymouth County, Massachusetts this 15<sup>th</sup> day of September, 2021.

By:   
Jaryd Crossley

**COMMONWEALTH OF MASSACHUSETTS**

On this 15<sup>th</sup> day of September, 2021, before me, the undersigned notary public, personally appeared Jaryd Crossley, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public: Mich / O'Shaughnessy  
My commission expires: 02-28-2025



#36

\*\*\*\*\*  
MASSACHUSETTS EXCISE TAX  
Plymouth District ROD #11 001  
Date: 09/29/2021 09:23 AM  
Ctrl#  
Fee: \$.00 Cons: \$1.00  
\*\*\*\*\*

**DRAINAGE EASEMENT and MAINTENANCE AGREEMENT**

**CNC APPRAISAL SERVICE, INC.**, a Massachusetts business corporation, having a principal place of business at 1 Essex Street, Mansfield, Massachusetts 02048 and **MATTHEW RYAN STAREN** of 59 Jackson Street, Taunton, Massachusetts 02780 for consideration paid of One Hundred and 00/100 (\$100.00) Dollars, grant to each other and the **TOWN OF LAKEVILLE**, a municipal corporation having an address of 346 Bedford Street, Lakeville, MA

with QUITCLAIM COVENANTS,

A drainage easement over LOT 2 and LOT 3 as shown on a plan of land entitled "Division of Property Plan of Land Crooked Lane (Plymouth County) Lakeville, Massachusetts" dated March 7, 2019 recorded with the Plymouth County Registry of Deeds as Plan No. 181 of 2019 in Plan Book 63, Page 517. The easement areas are more particularly shown as "Easement-128 Area=8,173 SF+/-" and "Easement-126 Area=9,322 SF+/-" on Exhibit A attached hereto.

The easement hereby granted is bounded and described on Exhibit A which boundaries are incorporated herein by reference as though fully set forth herein. Grantees, and their heirs, successors and assigns, may enter upon the premises of Grantors, and their heirs, successors and assigns, for the purposes of installation, maintenance, repair and replacement of the sediment forebays and infiltration basin ("Drainage System") at the sole cost and expense of Grantees, or their heirs and assigns. In the event of such entry, Grantees, and their heirs, successors and assigns, shall restore the premises of Grantors, or their heirs, successors and assigns, as nearly as reasonably possible to the condition said premises were in prior to said entry. By acceptance and recording of this easement, Grantees and their heirs, successors and assigns, agree to hold Grantors and their heirs, successors and assigns, harmless from and against any and all liability for injury or damage to persons or property resulting from the use of the easement hereby conveyed


By acceptance and recording of this easement, CNC Appraisal Service, Inc., for itself, and its successors and assigns, agrees to maintain the Drainage System in accordance with the maintenance plan attached hereto as Exhibit B and further agrees to be solely responsible for the maintenance and repair of the Drainage System and the cost and expense of same. In the event of a flooding emergency on Crooked Lane resulting from the failure to maintain the Drainage System, the Town of Lakeville may repair the Drainage System and assess the cost of same to the then owner of Lot 2. CNC Appraisal Service, Inc., for itself, and its successors and assigns, agrees to reimburse the Town of Lakeville for its reasonable costs provided that the Town of Lakeville provides written notice with a breakdown of its costs to CNC Appraisal Service, Inc. or its successors and assigns within thirty (30) days of undertaking the work.

For Grantors' title see deeds recorded with Plymouth County Registry of Deeds in Book 53910, Page 65 and Book 54512, Page 322.

Property Address: 126 (Lot 2) and 128 (Lot 3) Crooked Lane, Lakeville, MA 02347


Executed as an instrument under seal at Lakeville, Plymouth County, Massachusetts this 11<sup>th</sup> day of September, 2021.

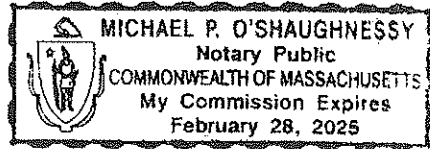
CNC Appraisal Service, Inc.

By:   
Craig N. Crossley, President and Treasurer

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Notary Public: Michael P. O'Shaughnessy  
My commission expires: 02-28-2025



Executed as an instrument under seal at Lakeville, Plymouth County, Massachusetts this 15<sup>th</sup> day of September, 2021.

By: Matthew Staren  
Matthew Ryan Staren

**COMMONWEALTH OF MASSACHUSETTS**

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[Signature]  
Notary Public: Michael O'Shaughnessy  
My commission expires: 02-28-2025

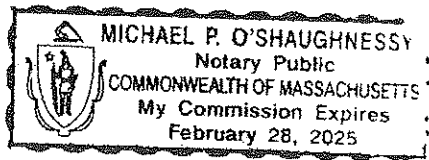
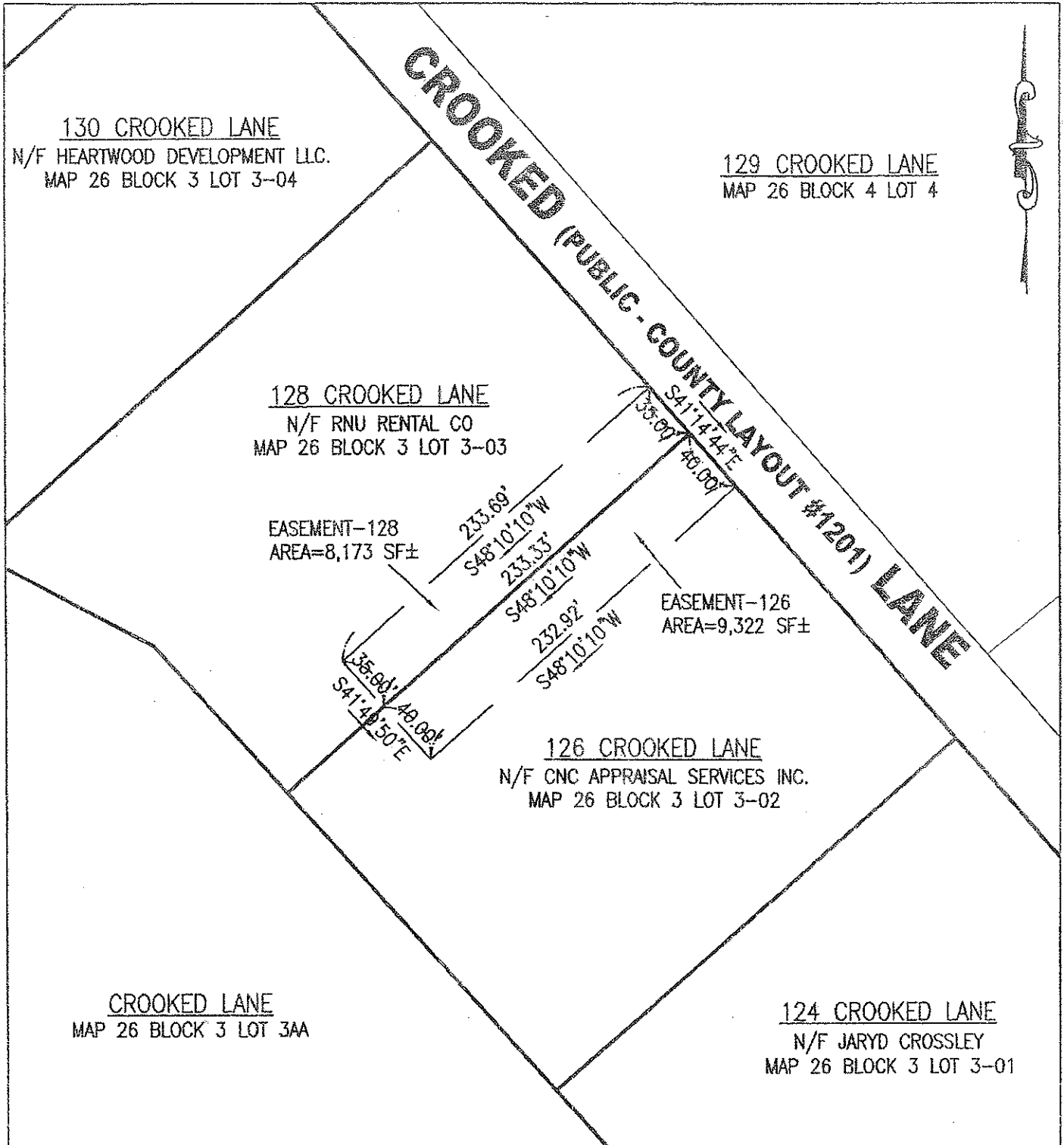


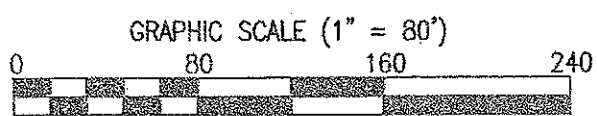


EXHIBIT A



**CROOKED LANE**  
MAP 26 BLOCK 3 LOT 3AA

**124 CROOKED LANE**  
N/F JARYD CROSSLEY  
MAP 26 BLOCK 3 LOT 3-01



**PLAN REFERENCE:**  
REFER TO PLAN ENTITLED "DIVISION OF PROPERTY PLAN OF LAND" PREPARED BY LIGHTHOUSE LAND SURVEYING, LLC. BOOK 63, PAGE 517 IN THE PLYMOUTH COUNTY REGISTRY OF DEEDS.

**EXHIBIT A**  
**126 & 128 CROOKED LANE**  
**LAKEVILLE, MASSACHUSETTS**

**ZCE**

ZEMITH CONSULTING ENGINEERS, LLC  
3 MAIN STREET LAKEVILLE, MA 02347  
PHONE: (508) 947-4208

EXHIBIT B



3 Main Street Lakeville, MA 02347  
(508) 947-4208 - [www.zcellc.com](http://www.zcellc.com)

- Civil Engineering
- Septic Design (Title 5)
- Septic Inspections (Title 5)
- Commercial and Industrial Site Plans
- Chapter 91 Permitting

## **STORMWATER MANAGEMENT SYSTEM OPERATION AND MAINTENANCE PLAN**

### **RE: LOTS 1, 2, 3 & 4 CROOKED LANE, LAKEVILLE, MASSACHUSETTS**

(Assessor's Map 026 Block 003 Lots 003-01, 003-02, 003-03, 003-04)

The storm water management facilities were designed to require little or no intervention in the operation and to require little or no maintenance once the project is built and stable vegetative cover is established. However, the drainage improvements shall be subject to the following maintenance schedule:

#### **A. Routine Maintenance**

1. **Debris:** All debris and litter are to be removed from all swales, sediment forebays, check dams, pipe inlets, and, infiltration basin and surrounding areas at least twice per year.
2. **Re-seeding:** Embankments that have excessive erosion or slumping are to be re-graded and seeded (with canary grass or tall fescue grass) during the spring or fall growing seasons as needed.
3. **Inspect:** Infiltration basin shall be inspected for signs of proper functioning on a monthly basis.
4. **Mowing:** The infiltration basin side slopes shall be mowed at least twice per year. The infiltration basin bottom shall be inspected at each mowing event. If vegetation has accumulated that could cause a negative impact on the function of the infiltration basin, then it will be removed.

#### **B. Periodic Maintenance**

1. All sediment forebays, and infiltration basin will be inspected, at a minimum, four times per year. These structures shall be cleaned four times per year or whenever the depth of deposits is greater than or equal to one half the depth from the bottom of the forebay to the berm elevation. In this cleaning, the entire contents of the forebays shall be removed.

C. Non-routine Maintenance

1. Structural: All forebays, pipes, infiltration basin side slopes and overflow spillway shall be inspected once every four (4) years for proper function, clogging, signs of deterioration and structural inadequacy. Any adverse situations are to be repaired as needed.

D. Non-periodic Inspection

1. The storm water management system shall be inspected after two years of full operation by a Registered Professional Civil Engineer to confirm its adequacy. The inspection shall include an examination of all components of the system including pipes, forebays, check dams, and infiltration basin.

E. Annual Budget

1. The estimated annual budget for the O & M is \$700.

**OPERATION AND MAINTENANCE PLAN LOG FORM**

Refer to Site Plan for details on the drainage system. Use Log Form that follows as required upon completion of inspections and maintenance tasks, and file.

**Residential House Lots  
124, 126, 128, & 130 Crooked Lane, Lakeville, MA Drainage System  
(Assessor's Map 026 Block 003 Lots 003-01, 003-02, 003-03, 003-04)  
Operation & Maintenance Log Form**

**STORMWATER BMP'S**

STRUCTURE	DATE INSPECTED	SEDIMENT BUILDUP (YES/NO)	IF SEDIMENT BUILDUP, DATE CLEANED
INFILTRATION BASIN			
FOREBAY 1			
FOREBAY 2			
DRIVEWAY CULVERT			
OTHER:			

**Note: Sediment to be removed from sediment forebays once the depth reaches +/- 9".**

REQUIRED MAINTENANCE:

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TO BE PERFORMED BY: \_\_\_\_\_ ON \_\_\_\_\_

INSPECTION BY: \_\_\_\_\_ DATE \_\_\_\_\_

#4



**SRPEDD**  
Southeastern Regional Planning  
& Economic Development District

Price Proposal

Project: **Housing Production Plan**  
Municipality:

Task	Tier 1 - Basic Requirements	Tier 2 - Intermediate	Tier 3 - Deep Dive
<b>Comprehensive Housing Needs Assessment</b>			
Population, Household Characteristics, & Growth Trends	✓	✓	✓
Economic & Education Trends	✓	✓	✓
Housing Stock Characteristics	✓	✓	✓
Housing Price & Sale Trends	✓	✓	✓
Housing Affordability & Trends	✓	✓	✓
Displacement & Foreclosure Analysis		✓	✓
Home Mortgage Analysis			✓
<b>Identify Potential Development Constraints &amp; Limitations</b>			
Identify Potential Development Constraints & Limitations	✓	✓	✓
<b>Public Participation &amp; Community Conversation</b>			
Conduct a Community Survey of Preferences	✓	✓	✓
Creation & Facilitation of a Stakeholder Committee		✓	✓
Distribution of Educational & Promotional Materials		✓	✓
Hosting & Facilitation of Two (2) Public Workshops			✓
<b>Update Affordable Housing Goals &amp; Strategies</b>			
Creation of Housing Goals	✓	✓	✓
Creation of Housing Strategies	✓	✓	✓
<b>Prepare &amp; Present the Plan for Adoption</b>			
A graphically designed and fully documented Housing Production Plan	✓	✓	✓
Presentation to Planning Board for Approval	✓	✓	✓
Presentation to the Selectboard for Approval	✓	✓	✓
<b>Total Cost</b>	<b>\$15,000</b>	<b>\$21,750</b>	<b>\$26,625</b>



**SRPEDD**  
 Southeastern Regional Planning  
 & Economic Development District

Price Proposal

Project: **Housing Production Plan**  
 Municipality:

Task	Task Description	Cost
Conduct a Comprehensive Housing Needs Assessment	Demographic Analysis	-
	Population, Household Characteristics, & Growth Trends	\$1,125
	Economic & Education Trends	\$1,125
	Housing Market Analysis	-
	Housing Stock Characteristics	\$1,125
	Housing Price & Sale Trends	\$1,125
	Housing Affordability & Trends	\$1,125
		\$5,625
Identify Potential Development Constraints & Limitations		\$1,875
		\$1,875
Public Participation & Community Conversation	Conduct a Community Survey of Preferences	\$750
		\$750
Update Affordable Housing Goals & Strategies	Creation of Housing Goals	\$1,875
	Creation of Housing Strategies	\$1,875
		\$3,750
Prepare and Present the Plan for Adoption	A graphically designed and fully documented Housing Production Plan	\$2,250
	Presentation to Planning Board for Approval	\$375
	Presentation to the Selectboard for Approval	\$375
		\$3,000
<b>Subtotal</b>		<b>\$15,000</b>





**SRPEDD**  
 Southeastern Regional Planning  
 & Economic Development District

Price Proposal

Project: **Housing Production Plan**  
 Municipality:

Task	Task Description	Cost
Conduct a Comprehensive Housing Needs Assessment	Demographic Analysis	-
	Population, Household Characteristics, & Growth Trends	\$1,125
	Economic & Education Trends	\$1,125
	Housing Market Analysis	-
	Housing Stock Characteristics	\$1,125
	Housing Price & Sale Trends	\$1,125
	Housing Affordability & Trends	\$1,500
	Displacement & Foreclosure Analysis	\$1,500
		\$7,500
Identify Potential Development Constraints & Limitations	-	\$1,875
		\$1,875
Public Participation & Community Conversation	Conduct a Community Survey of Preferences	\$750
	Creation & Facilitation of a Stakeholder Committee	\$2,250
	Distribution of Educational & Promotional Materials	\$2,625
		\$5,625
Update Affordable Housing Goals & Strategies	Creation of Housing Goals	\$1,875
	Creation of Housing Strategies	\$1,875
		\$3,750
Prepare and Present the Plan for Adoption	A graphically designed and fully documented Housing Production Plan	\$2,250
	Presentation to Planning Board for Approval	\$375
	Presentation to the Selectboard for Approval	\$375
		\$3,000
<b>Subtotal</b>		<b>\$21,750</b>



**SRPEDD**  
 Southeastern Regional Planning  
 & Economic Development District

Price Proposal

Project: **Housing Production Plan**  
 Municipality:

Task	Task Description	Cost
Conduct a Comprehensive Housing Needs Assessment	Demographic Analysis	-
	Population, Household Characteristics, & Growth Trends	\$1,125
	Economic & Education Trends	\$1,125
	Housing Market Analysis	-
	Housing Stock Characteristics	\$1,125
	Housing Price & Sale Trends	\$1,125
	Housing Affordability & Trends	\$1,500
	Displacement & Foreclosure Analysis	\$1,500
Home Mortgage Analysis	\$1,125	
		\$8,625
Identify Potential Development Constraints & Limitations	-	\$1,875
		\$1,875
Public Participation & Community Conversation	Conduct a Community Survey of Preferences	\$750
	Creation & Facilitation of a Stakeholder Committee	\$2,250
	Distribution of Educational & Promotional Materials	\$2,625
	Hosting & Facilitation of Two (2) Public Workshops	-
	Workshop #1: Public Education & Needs Assessment	\$1,875
	Workshop #2: Review of Housing Goals & Strategies	\$1,875
		\$9,375
Update Affordable Housing Goals & Strategies	Creation of Housing Goals	\$1,875
	Creation of Housing Strategies	\$1,875
		\$3,750
Prepare and Present the Plan for Adoption	A graphically designed and fully documented Housing Production Plan	\$2,250
	Presentation to Planning Board for Approval	\$375
	Presentation to the Selectboard for Approval	\$375
		\$3,000
<b>Subtotal</b>		<b>\$26,625</b>

Town of Lakeville  
Sign Zoning By-Law  
DRAFT CHANGES

6.6 Sign Regulations..... 26

2.0 DEFINITIONS

**Sign:**

Any words, lettering, parts of a letter, figures, numeral phrases, sentences, emblems, devices, trade names or trademarks by which anything is made known, such as are used to designate an individual, a firm, an association, a corporation, a profession, a business or a commodity or product, which are located outdoors or otherwise visible to persons not on the premises.

**Sign Area:**

For a sign the area shall be considered to include all lettering, wording and accompanying designs and symbols, together with the background, whether open or enclosed, on which they are displayed. ~~Frames and structural~~ members not designed as advertising or attention-getting devices shall not be included in computation of sign area. For a sign consisting of individual letters, designs or symbols attached to or painted on a surface, building, wall or window, the area shall be considered to be that of the smallest quadrangle which encompasses all of the letters, designs or symbols.

**Structure:**

Any combination of materials attached to or requiring a fixed location on or in the ground. For the purposes of location on a lot, the following shall not be deemed to be structures prohibited within a setback required in the Zoning By-Law: boundary walls and fences, under 7' in height, utility poles, support posts not over 4 feet in height for mailboxes and name signs and parking lots. *(Underlined-Adopted Adjourned ATM, June 19, 2017; approved by Attorney General September 19, 2017)*

**Electronic Sign/Message Board:**

An electronic message display utilizing light-emitting diodes (LEDs), plasma or any other technology that presents static or multiple static advertisements on a rotating or repeating basis, freestanding or attached, which may or not be double-sided, including programable images, animation or letters.

**Billboard:**

Any sign larger than 64 square feet is considered a Billboard

6.4 Home Occupation

- 6.4.2.f No offensive noise, smoke, vibration, dust, odors, heat, light, or glare shall be produced by the home occupation. There shall be no exterior announcement or display of the home occupation except for a single unlighted sign on the premises. This sign shall not exceed two (2) square feet in area, as provided in Section 6.6.4.3. The sign shall conform in all other ways to the relevant portions of the Town bylaws.

## SIGN REGULATIONS

### 6.6.1 Purpose

To provide information to the public and for the identification of permitted activities from public ways, the erection and maintenance of signs shall be subject to regulation in order to preserve and enhance the visual appearance and character of the Town, to provide for the safety and general welfare of the public, and to prevent injurious and detrimental effects from the distracting demands for attention resulting from uncontrolled shapes, sizes, colors, motions, lighting, and inappropriate locations.

### 6.6.2 General Sign Prohibitions

- 6.6.2.1 Signs, any part of which moves, flashes, or incorporates traveling or animated lights, static images which refresh, and all beacons and flashing devices whether a part of, attached to, or apart from a sign are prohibited. Add language describing refresh rates (static images)
- 6.6.2.2 No illumination shall be permitted which casts glare onto any residential premises, or onto any portion of a way so as to create a traffic hazard. Add language describing lighting levels No illumination shall be higher than or greater than 100 lumens.
- 6.6.2.3 Any sign which is considered by the Building Commissioner, police department or fire department to be obstructive, hazardous, or dangerous because of age, damage, poor construction, or a potential danger in a severe storm must be removed immediately, but in no case later than seven (7) days following receipt of written notice from the Building Commissioner.
- 6.6.2.4 No sign shall be attached to or obstruct any fire escape, fire or emergency exit; no sign shall be located as to obstruct free passage of light and air to any door, window, skylight, or other similar opening.

### 6.6.3 General Sign Regulations

- 6.6.3.1 No sign shall be located closer than ten (10) feet from the street right-of-way, and no closer than thirty (30) feet from the side or rear property lines.
- 6.6.3.2 Signs shall be limited to a maximum height of twenty (20) feet as measured from the crown of the road directly perpendicular to the sign or twenty (20) from surrounding grade, whichever is less.

6.6.3.3 Signs shall be limited in number to two (2) signs for each business or industrial establishment or company.

Business or industrial sites containing more than one establishment (mill outlets, shopping centers, industrial parks, etc.) shall be limited to two (2) signs per establishment, one of which shall be attached to the structure to designate the establishment within the structure, and the other attached to or part of a central common directory sign. Business and Industrial subdivisions may have one (1) entrance sign, not being a directory sign, in addition to the above. Signs for this common directory sign and for the business and industrial subdivision entrance sign may be double-sided and a maximum of sixty-four (64) square feet in area.

6.6.3.4 Unless permitted elsewhere in this By-Law, no sign may exceed thirty-two (32) square feet in area.

6.6.3.5 Signs erected upon or attached to a building shall not project:

6.6.3.5.1 horizontally more than two (2) feet;

6.6.3.5.2 into or over any way;

6.6.3.5.3 above the highest part of the building, not exceeding twenty (20) feet from ground level.

6.6.3.6 No free-standing sign shall project more than two (2) feet horizontally from its means of support.

6.6.3.7 The colors red, green or yellow shall not be used in a manner that might confuse the meaning or stop signs, stop lights or other traffic signs.

Commented [mm1]: This line was included in the Recodification recommendations do to confusing wording.

I would suggest: "might be mistaken for"

#### 6.6.4 Exemptions

6.6.4.1 Flags or insignia of the United States or any political subdivision thereof or any other nation or country when not used for commercial promotion or display.

6.6.4.2 Temporary posters, placards, or signs associated with a political campaign or current political issue. Any such sign must be removed within 48 hours after its relevance has expired.

6.6.4.3 Signs located on residential structures or driveways, so long as they do not exceed two (2) square feet and are for the primary purpose of indicating the name or names of the resident.

6.6.4.4 For sale, lease, or rent signs on real property or the signs of real estate agents or brokers, so long as they do not exceed six (6) square feet in area.

6.6.4.5 Unlighted signs less than two (2) square feet designating entry and egress from parking areas, and other necessary directional traffic control and safety-related signs. shall have no logos or markings other than directional markings.

6.6.4.5 Normal highway control signs, hazard signs, and other state-approved highway

safety signs.

#### 6.6.5 Temporary Signs

- 6.6.5.1 Temporary exterior signs or mobile sign displays are permitted to advertise the opening of a business at a new location or to advertise a special event at its intended location.
- 6.6.5.2 Such signs shall not exceed thirty-two (32) square feet in area.
- 6.6.5.3 No two or more of such signs shall be closer than five hundred (500) feet apart.
- 6.6.5.4 The combined total number of days that one or more temporary signs may be displayed on the premises shall not exceed sixty (60) days in each twelve (12) month period per establishment.
- 6.6.5.5 Temporary signs shall be displayed in conformance with setback requirements for all signs.
- 6.6.5.6 At the end of the sixty (60) day period, the sign shall be removed by the initiative of the company, organization, or individual or their agents as indicated by the display of information.
- 6.6.5.7 All such temporary signs as herein described must meet the approval of the Building Commissioner regarding safety of construction, placement, mounting, and lighting. By written notice specifying the corrections needed, the Building Commissioner shall order the immediate action of the displayer to either correct the sign or have it removed.

If immediate action is not taken, the Building Commissioner may, at his own initiative or with the enlisted aid of any Town department, remove such sign.

- 6.6.6 Off-premise signs, signs larger in area or higher than specified or a greater number of signs, may be granted by Special Permit of the Board of Appeals.

#### 6.6.7 Electronic Signs/Message Boards

Electronic signs/message boards up to twelve (12) square feet may be granted by Special Permit from the Planning Board. All electronic signs/message boards not granted by Special Permit or exceeding twelve (12) square feet are strictly prohibited.

### 6.7

#### SITE PLAN REVIEW

##### 6.7.2 Procedure-Business or Industrial

The following information shall be required by the applicant for site plan review:

- 13) proposed and existing location of signs;

##### 7.3.5 General Regulations in the PSP District - Applicable to Uses Permitted

- 7.3.5.2 Buffer Zones - A buffer zone, not less than one hundred feet in depth shall be continuously maintained along all exterior boundary lines. Buffer zones defined for the purposes of this by-law as designated areas providing or designed to provide visual and special protection for adjoining land areas, shall have natural vegetation or grass, bushes and trees suitably landscaped. Driveways, roads or walkways shall be allowable within 100 feet of existing streets for access purposes. No parking access shall be built within the buffer zone.

Informational signs, fences, hedges and earthen berms may be maintained within a buffer zone, to be of appropriate design and location.

7.4.6 Specific Uses by Special Permit

Adult Bookstore/Adult Motion Picture Theater

SPGA - Board of Appeals; Industrial District

- A. Adult bookstores, motion picture theaters and all advertising signs shall not be located within fifty (50) feet of a public or private way and must be set back a minimum of fifty (50) feet from all property lines.

Marijuana Uses - Adult Use Marijuana Establishments, and Marijuana Retailers, and Registered Marijuana Dispensaries

SPGA – Zoning Board of Appeals; \*Marijuana Overlay District

2. Detailed Site Plans that include the following information:

- a. Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, signage and all other provisions of this By-Law;
- f. Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping; and

Electronic Signs/Message Boards

SPGA – Planning Board; All Districts

Add requirements for the grant of Special Permit

1. Electronic signs shall be under 12 square foot in size.
2. Shall be turned off during the overnight hours from 11:00pm until 6:00am.
3. Shall not exceed 100 lumens (or the equivalent)
4. ..?

**Signs, larger, higher or a greater number than specified**

SPGA - Board of Appeals; All Districts

**Billboards**

SPGA - Board of Appeals; All Districts

Requires a business to have unusual requirements or a long name requiring a larger sign and the Special Permit will not be detrimental to the character of the neighborhood of the Town, unduly distracting, blocking visibility of traffic or other business or scenic views.

**Signs, off-premise**

SPGA - Board of Appeals; All Districts

Applies to signs not exempt from local regulation by Chapter 93 of General Laws and not advertising the premises on which located or the occupant thereof or the goods and services available thereon; must advertise a business commodity or service available in Lakeville; shall not exceed 12 square feet in area; must be found to be appropriate for the location; Special Permit to be limited to a time period of not less than 3 years and subject to renewal.

**7.6 LARGE-SCALE "BIG BOX" Design Standards**

7.6.4.5 Pedestrian Flows

- 5) All internal pedestrian walkways shall be distinguished from driving surfaces through the use of appropriate signage and distinctive and durable, low maintenance surface materials such as pavers, bricks, or scored concrete applied in a manner that enhances pedestrian safety and comfort and the attractive appearance of the walkways.

**7.7 SMART GROWTH OVERLAY DISTRICTS (SGODs)**

**7.3 Notes for Dimensional Requirements for all SGODs (unless otherwise noted):**

D. Accessory Uses: Uses accessory to a permitted principal use are permitted on the same premises, provided that no accessory building may be located in a required front, side, or rear yard setback area.

- (1) Front, side, or rear yards of Neighborhood Business buildings may be used as seasonal outdoor seating areas for businesses, provided that such areas are regularly cleaned and maintained, with trash removed on a daily basis. Seasonal outdoor seating areas may be installed during warm weather months. All related temporary furnishings and fixtures, including but not limited to tables, chairs, umbrellas, light fixtures, freestanding signs and menu boards, etc., shall be stored indoors off season; however, any fencing, bollards, planters, or other means of delineating the boundaries of such outdoor seating areas may remain in place permanently.



**7.8 DEVELOPMENT OPPORTUNITIES (DO) DISTRICT**

**7.9.6 RULES AND REGULATIONS OF THE SPGA**

- E. Dimensional Provisions: The SPGA may adopt regulations relative to densities of land use, the bulk and height of structures, yard sizes, lot areas, setbacks, open spaces, parking, use of signs and other dimensional criteria.

**9.0 WIRELESS COMMUNICATIONS FACILITY**

9.4 Design Provisions

- B. No monopole or other facility structure shall contain any sign or other devices for the purpose of advertisement.

**10.0 Large-Scale Ground-Mounted Solar Photovoltaic Installations Overlay District**

10.3.10 Design Standards

10.3.10.2 Signage

Signs on large-scale ground-mounted solar photovoltaic installations shall comply with a municipality's sign bylaw. A sign consistent with a municipality's sign bylaw shall be required to identify the owner and provide a 24-hour emergency contact phone number.

Solar photovoltaic installations shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the solar photovoltaic installation. All Signage must conform with Section 6.6

**11.0 Land Based Wind Energy Facilities**

J. Design Standards

3. Signage

Signs on wind energy facilities shall comply with the Town's sign by-law. The following signs shall be required:

- a) Those necessary to identify the owner, provide a 24-hour emergency contact phone number, and warn of any danger.

- b) Educational signs providing information about the facility and the benefits of renewable energy.

Wind turbines shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the wind energy facility.



# Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

#7

## PLANNING BOARD FEE SCHEDULE

PROPOSED

N.D. COMMENTS

NEW FEE

DESCRIPTION	FEE	PROPOSED	COMMENT
Form A – Approval Not Required	\$100.00 Per Lot	\$250 per lot	Is this for every new lot or would it apply if it was just a property line adjustment? Should there be two fees?
Form B – Preliminary Plan	\$100.00 Per Plan	\$400 per lot	You may want to add * so the applicant is aware of the credit.
Form C – Definitive Plan	\$700.00 + \$100.00 Per Lot * * *	\$2,000 + \$100 per lot	You may want to consider aligning “per lot” with what is charged for a Form A
Form C – Definitive Plan... Following submission of Form B at least 30 days prior to that of Form C	\$500.00 + \$100.00 Per Lot * * *	\$1,500 + \$100 per lot	
Repeat Petitions	\$100.00 Each * * *	Delete line	
Changes	\$100.00 Each	Minor \$200 Major \$1,500 + \$200 for advertising	
Engineering Review Fee	As Billed by the Engineer		
Inspection Fees	\$4.00 / Lineal Feet of Road		
Retainer Fee	At the completion of road (Release of Covenant) a Retainer Fee of \$15.00 Per Lineal Foot of Road shall be held through bond or	\$15/per lineal foot via bond or surety	Is retainer fee the correct term here? The \$15/plf is intended for surety should the developer seek road acceptance. Could this be taken out as it is spelled out in the rules & regs.

# Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

	passbook with the Town Treasurer until such time as the Town accepts the Roadway.		
Site Plan Review	(Minor) – No Traffic, Drainage, or Signage Issues \$250.00 (Major) – In Public View \$1,000.00	Minor \$250 Major-up to 3 acres \$1,000 Over 3 acres \$500 an acre	
Special Permit DO District		\$500 per acre	Whereas none of this fee should be associated with peer review, it seems a little high. I support higher fees for higher impact projects, but Zoning is different than Subdivision Laws. You may want to run Zoning related fees by legal.
Water Development District Special Permit	Tiered by hazard type- example, one fee for landscaping company storage of salt vs a much higher fee for trash storage		The Special Permit provision in this section only applies to modification of existing facilities as new uses are prohibited. I do not know of any facilities in Lakeville. Could also just mirror what is decided for DO District
Waiver			It would be reasonable to add fees to waiver requests to encourage compliance with PB regs. If there is a list of waivers on every subdivision, perhaps the PB should consider taking those requirements out of the rules & regs
Copy of Rules & Regs		\$50	
Public Hearing Fee		\$100	

# Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

Street Acceptance		\$250	
		Notes \$1,500 for a definitive plan if a Form B is filed. PB has discretion to waive fees for a development that preserves open space	Although vital to conserve open space, waiving such fees with subjectivity could be problematic.

- \* The cost of all professional consultant(s) review and subsequent fees as determined by the Planning Board will be borne by the Applicant.
- \*\* All cost incurred by the Planning Board for the advertising and mailings for Public Notification, will be borne by the Applicant.



## Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

PROPOSED AFTER 7/8/21 PB MEETING

### PLANNING BOARD FEE SCHEDULE

N.D. COMMENTS

NEW FEE

DESCRIPTION	FEE	PROPOSED	COMMENT
Form A – Approval Not Required	\$100.00 Per Lot	\$500 per new lot \$250 per modified lot	Is this for every new lot or would it apply if it was just a property line adjustment? Should there be two fees?
Form B – Preliminary Plan	\$100.00 Per Plan +	\$250 per lot	You may want to add * so the applicant is aware of the credit.
Form C – Definitive Plan	\$700.00 + \$100.00 Per Lot * **	\$2,000 + \$500 per lot	You may want to consider aligning “per lot” with what is charged for a Form A
Form C – Definitive Plan... Following submission of Form B at least 30 days prior to that of Form C	\$500.00 + \$100.00 Per Lot * **	\$2,000 + \$250 per lot	
Repeat Petitions *If requested by the developer	\$100.00 Each * **	Delete line	
Changes *If requested by the developer	\$100.00 Each	Minor \$200 Major \$1,500 + \$200 for advertising	
Engineering Review Fee	Pass through fee-as billed by the engineer		
Inspection Fees	Pass through fee-as billed by the engineer		
Surety	At the completion of road (Release of Covenant) a Retainer Fee of \$15.00 Per	*See Rules and Regulations	Is retainer fee the correct term here? The \$15/plf is intended for surety should the developer seek road

**Commented [AEK1]:** In my opinion, there must be a distinction as to why there are two fees. Since the Planning Board does not employ a Planner, the ANR will come to the Planning Board without any administrative review in all cases. Additionally, a “modified” lot technically results in a “new” lot.

**Commented [AEK2]:** I do not see any reference to a credit.

**Commented [AEK3]:** Agreed.

**Commented [AEK4]:** I would refer to G.L. c. 44, § 53G.

**Commented [AEK5]:** Just to clarify, the surety amount would be the amount recommended by the Town's reviewing engineer (plus a cushion) for the construction of the subdivision infrastructure (roadway, drainage, utilities, etc.)

## Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

	Lineal Foot of Road shall be held through bond or passbook with the Town Treasurer until such time as the Town accepts the Roadway.		acceptance. Could this be taken out as it is spelled out in the rules & regs.
Site Plan Review	(Minor) – No Traffic, Drainage, or Signage Issues \$250.00 (Major) – In Public View \$1,000.00	Minor \$250 Major-up to 3 acres \$1,000 Over 3 acres \$500 an acre	
*Special Permit DO District		\$500 per acre  *To be reviewed by Town Counsel	Whereas none of this fee should be associated with peer review, it seems a little high. I support higher fees for higher impact projects, but Zoning is different than Subdivision Laws. You may want to run Zoning related fees by legal.
*Water Development District Special Permit	Tiered by hazard type- example, one fee for landscaping company storage of salt vs a much higher fee for trash storage	*To be reviewed by Town Counsel	The Special Permit provision in this section only applies to modification of existing facilities as new uses are prohibited. I do not know of any facilities in Lakeville. Could also just mirror what is decided for DO District
Waiver	\$100		It would be reasonable to add fees to waiver requests to encourage compliance with PB regs. If there is a list of waivers on every subdivision, perhaps the PB should consider taking those requirements out of the rules & regs

**Commented [AEK6]:** What if the Town never takes the Roadway? It is within the discretion of the BOS to place an article on the warrant to accept a roadway.

**Commented [AEK7]:** While I think an increased filing fee can be proposed, particularly for a 43D Administrator, I do not think \$500 per acre will pass the Emerson Test as it is still one project.

**Commented [AEK8]:** If confirmed, I recommend one fee for all uses.

Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

Copy of Rules & Regs		\$50	
Public Hearing Fee		\$100	
Street Acceptance		\$250	
		Notes PB has discretion to waive fees for a development that preserves open space	Although vital to conserve open space, waiving such fees with subjectivity could be problematic.

**Commented [AEK9]:** Not sure what this is, but I have never come across this before. The PLBD has meetings so why should an applicant pay to have the hearing? I understand that notice and publication fees are borne by the applicant.

**Commented [AEK10]:** Agreed, an OSRD Subdivision requires the same amount of work as a Definitive Subdivision. A complete waiver of a fee may not pass the uniformity test as the Board is favoring OSRD's. In my opinion, this could be a reduced fee.

- \* The cost of all professional consultant(s) review and subsequent fees as determined by the Planning Board will be borne by the Applicant.
- \*\* All cost incurred by the Planning Board for the advertising and mailings for Public Notification, will be borne by the Applicant.



E. Fees and Costs (**Proposed**)

1 Filing Fees. The minimum filing fees shall be as follows:

Form A Subdivision – Approval Not Required – ~~\$100.00 per lot.~~

\$500 per new lot

\$250 per modified lot (property line adjustment only)

Form B Preliminary Plan - ~~\$100.00 per plan~~ \$250 per lot (see II, E – 4)

Form C Definitive Plan - ~~\$700.00 + \$100.00 per lot~~ \$2,000 per plan + \$500 per lot (see II, E - 2, 3, 4)

Form C Definitive Plan following submission of Form B by at least 30

days – ~~\$500.00 + \$100.00 per lot~~ \$1,500 per plan, \$250 per lot (see II, E - 2, 3, 4)

~~Repeat Petitions – \$100.00 (see II, E – 2, 3)~~

Changes ~~Petition~~ - Minor: \$200

Major: \$1,500 + \$200 for advertising (see II, E - 2, 3)

\*Applies to changes submitted by applicant/developer

Engineering Review Fee (Peer review & Engineers' Inspection) – As billed  
by Engineer

Inspection Fees (~~Lakeville Street Inspector~~) - ~~\$4.00/Lineal Feet of Road (4~~  
~~Inspections)~~ – As billed by Engineer

Site Plan Review – (Minor – no traffic, drainage or signage issues)

\$250.00

Site Plan Review – (Major – ~~in public view~~ up to 3 acres) \$1000.00 (see II, E - 2, 3)

Site Plan Review - (Major – ~~in public view~~ over 3 acres) \$500 per acre \*\*should we  
revisit this item due to Amy's comments regarding the per acre charge for DOD?

If the Applicant intends to submit the road(s) associated with a Definitive Plan to  
Town Meeting for Acceptance, and has announced that intention at the time of  
Submission of Definitive Plan, then the following shall apply:

RETAINAGE OF PORTION OF SUBDIVISION SECURITY

At completion of the installation of the road and municipal services, and upon the

request of the applicant for release of the surety, the amount of \$15.00 per lineal foot of road shall be retained by the Planning Board and held by the Town Treasurer until such time as the Town accepts the Roadway, whether by fee or by easement. The form of retainage shall be at the option of the Developer in accordance with G.L. C.41 §81U, in one of the following forms: a proper bond, a deposit of money or negotiable securities, a covenant, or an agreement executed by the Applicant and the Applicant's Lender (Tripartite Agreement). (See III. K. regarding 2 year waiting period).

2 Consultant Fees The fees of any professional consultant(s) engaged by the Board to evaluate and provide peer review of the Applicant's Designers and Engineers shall be borne by the Applicant.

3 Other Costs and Expenses. Costs incurred by the Planning Board for sending notices to abutters by Certified Mail or advertisements for Hearings shall be borne by the applicant. All other expenses including, without limitation, recording fees and filing fees for documents, and costs for sampling, testing, and inspections required by the Board or its agent shall be paid solely by the applicant.

4. a. Form B per lot fees shall be credited toward Form C fees when Form B is submitted at least 30 days prior to submittal of Form C.

b. Form C plan fee is \$1500 if Form B is submitted at least 30 days prior to submittal of Form C.

#### F. Payment

All applications shall be accompanied by a check payable to the order of the Town of Lakeville.



## Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

### PLANNING BOARD FEE SCHEDULE

DESCRIPTION	FEE	PROPOSED	COMMENT
Form A – Approval Not Required	\$100.00 Per Lot	\$250 per modified lot (property line adjustment)  \$500 per new lot	
Form B – Preliminary Plan	\$100.00 Per Plan	\$250 per lot	
Form C – Definitive Plan	\$700.00 + \$100.00 Per Lot * **	\$2,000 per plan + \$500 per lot * **	
Form C – Definitive Plan... Following submission of Form B at least 30 days prior to that of Form C	\$500.00 + \$100.00 Per Lot * **	\$1,500 per plan + \$250 per lot * **	
Repeat Petitions	\$100.00 Each * **	Delete line	
Changes	\$100.00 Each	Minor \$200  Major \$1,500 + \$200 for advertising	
Engineering Review Fee	As Billed by the Engineer	As billed by the Engineer	
Inspection Fees	\$4.00 / Lineal Feet of Road	As billed by the Engineer	

# Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

Retainer Fee Surety	At the completion of road (Release of Covenant) a Retainer Fee of \$15.00 Per Lineal Foot of Road shall be held through bond or passbook with the Town Treasurer until such time as the Town accepts the Roadway.	\$15/per lineal foot via bond or surety  *See Rules and Regulations for complete explanation	
Site Plan Review	(Minor) – No Traffic, Drainage, or Signage Issues \$250.00  (Major) – In Public View \$1,000.00	Minor \$250  Major-up to 3 acres \$1,000  Over 3 acres \$500 an acre	
Special Permit DO District		\$500 per acre	*Revisit Item  Suggest: Prorated for lot coverage 20% lot coverage \$8,750 50% lot coverage \$12,500 70% lot coverage \$15,000
Special Permit Water Development District	Tiered by hazard type-example, one fee for landscaping company storage of salt vs a much higher fee for trash storage		Mirror what is done for DO
Waiver		(\$100?)	*Revisit item and PB Regs
Copy of Rules & Regs		\$50	

# Town of Lakeville

PLANNING BOARD ♦ 346 Bedford Street ♦ Lakeville, MA 02347 ♦ 508-946-8803

Public Hearing Fee		\$100	<p>*Revisit item</p> <p>Suggest: If additional PB meeting date is needed above and beyond the scheduled dates</p>
Street Acceptance		\$250	
		<p>Notes</p> <p>\$1,500 for a definitive plan if a Form B is filed. PB has discretion to waive fees for a development that preserves open space</p>	<p>*Revisit item</p> <p>(Included credit for Form C in wording above)</p> <p>Per Amy, PB may reduce fees for OS but not waive</p> <p>Suggest: At Planning Board's discretion, fees may be reduced for a development which preserves open space</p>

- \* The cost of all professional consultant(s) review and subsequent fees as determined by the Planning Board will be borne by the Applicant.
- \*\* All cost incurred by the Planning Board for the advertising and mailings for Public Notification, will be borne by the Applicant.



OFFICE OF  
ZONING BOARD OF APPEALS  
Secretary: Cathy Murray

**Town of Lakeville**  
Lakeville Town Office Building  
346 Bedford Street  
Lakeville, Massachusetts 02347

#80

**TO:** Building Department  
Planning Board ✓  
Conservation Commission  
Board of Health  
Town Administrator

**FROM:** Board of Appeals

**DATE:** October 1, 2021

**RE:** Attached Petition for Hearing  
Bud's Goods & Provisions Corp. – 475 Kenneth W. Welch Drive

Attached please find a copy of one (1) Petition for Hearing, which has been submitted to the Board of Appeals. The hearing for this petition will be held on October 21, 2021.

Please review and forward any concerns your Board may have regarding this petition to the Board of Appeals, if possible, no later than Monday, October 18, 2021.

Thank you.



EXHIBIT "A"

Town of Lakeville  
Zoning Board of Appeals  
346 Bedford Street  
Lakeville, MA 02347  
508-946-3473

Special Permit Application  
Petition for hearing  
Marijuana Uses only

Name of Petitioner: Bud's Goods & Provisions Corp.

Mailing Address: 54 West Boylston Street, Worcester, MA 01606

Name of Property Owner: Green Peak LLC

Location of Property: 475 Kenneth W. Welch Drive

Registry of Deeds: Book No. 9460 Page No. 18

Map 24 Block 006 Lot 008

Petitioner is: owner  tenant  licensee  prospective purchaser

Marijuana Use(s) applying for:

- Marijuana Retailer
  - Marijuana Research Facility
  - Independent Testing Laboratory
  - Marijuana Cultivator
  - Registered Marijuana Dispensary (RMD)
  - Craft Marijuana Cooperative
  - Marijuana Product Manufacturer
  - Craft Marijuana Cooperative
  - Marijuana Transporter
  - Microbusiness
- \*(Must also complete Tiers of Marijuana Cultivator)

Tiers of Marijuana Cultivator

Each licensee (except a Craft Marijuana Cooperative) may have three licenses, but the total canopy authorized by the licenses added together may not exceed 100,000 square feet.

Please indicate all Tiers that are licensed (L) or are in process (✓) from the Cannabis Control Commission.

- Tier 1-up to 5,000 square feet
- Tier 2-5,001 to 10,000 sq. ft.
- Tier 3-10,001 to 20,000 sq. ft.
- Tier 4-20,001 to 30,000 sq. ft.
- Tier 5-30,001 to 40,000 sq. ft.
- Tier 6-40,001 to 50,000 sq. ft.
- Tier 7-50,001 to 60,000 sq. ft.
- Tier 8-60,001 to 70,000 sq. ft.
- Tier 9-70,001 to 80,000 sq. ft.
- Tier 10-80,001 to 90,000 sq. ft.
- Tier 11-90,001 to 100,000 sq. ft.

Please include a brief to the Board along with all documents required from the attached Special Permit Checklist with your application. Use additional paper if necessary.

Please see the enclosed narrative.

I HEREBY REQUEST A HEARING BEFORE THE ZONING BOARD OF APPEALS WITH REFERENCE TO THE ABOVE PETITION. ALL OF THE INFORMATION ON THIS PETITION, TO THE BEST OF MY KNOWLEDGE, IS COMPLETE AND ACCURATE AND CONFORMS TO THE REQUIREMENTS OF THE MARIJUANA USES SUBMITTAL CHECKLIST AND THE TOWN OF LAKEVILLE ZONING BY-LAW.

Petitioner: Bud's Goods & Provisions Corp., by Alex Mazin, President & Director

Date: August 19, 2021

Signed: *Alex Mazin*

Telephone: 774-239-2200

Email: alex@budsgoods.com

Owner Signature: *Alex Mazin*  
(If not petitioner)

Owner Telephone: 774-239-2200

WILL YOU HAVE A REPRESENTATIVE OTHER THAN YOURSELF?

Yes  No

Phil Silverman, Counsel, Vicente Sederberg LLP

(Name and Title)





Town of Lakeville  
Zoning Board of Appeals  
346 Bedford Street  
Lakeville, MA 02347  
508-946-3473

**SPECIAL PERMIT APPLICATION  
FOR ALL MARIJUANA USES  
SUBMITTAL CHECKLIST**

*Please use this Checklist when assembling your Application.*

If you need additional information related to Special Permits and/or Marijuana Uses please consult the Zoning By-Law for the Town of Lakeville located on the Town's Website at [www.lakevillema.org](http://www.lakevillema.org), Section 7.4.

- Application must be filled out completely and accurately. Please include the original and 20 copies of all requested paperwork.
- A check in the amount \$240.00 made payable to the Town of Lakeville for the filing fee and a check in the amount \$120.76 made payable to Southcoast Media Group for the legal ad fee. It will also be the responsibility of the applicant to pay any required additional charges. These include, but are not limited to peer review, consultant fees, or legal fees.
- One (1) PDF digital copy of the complete application submitted on a flash drive or via email to [cmurray@lakevillema.org](mailto:cmurray@lakevillema.org).
- A completed, signed Notice to Tax Collector Form. Treasurer's signature is required to ensure all Taxes are paid up to date on the subject property.
- An abutter's list certified by the Lakeville Assessor's office listing all interested parties within 300 feet of the subject property.
- A detailed floor plan of the proposed Marijuana Use that identifies the square footage available and describes the functional areas of the facility;
- 21 copies of detailed Site Plans that have been endorsed and signed by the Lakeville Planning Board. At least two sets of these plans must be full size.
- A copy of the Written Operating Procedures as required by 935:500.105 and/or 935CMR501:105 which shall include, at a minimum, the following:
  - a.  Security measures in compliance with 935 CMR 500.110 and/or 935CMR501.110 to the extent such information may be made publicly available;
  - b.  Employee security policies;
  - c.  Proposed hours of operation and after-hours contact information;
  - d.  Proposal for storage of marijuana;

- e.  Emergency procedures, including a disaster plan in case of fire or other emergencies;
- f.  Policies and procedures for preventing the diversion of marijuana to individuals younger than 21 years old;
- g.  Policies and procedures for energy efficiency and conservation in accordance with 935 CMR 500.105, and a plan for implementation of such policies;

A copy of the proposed waste disposal procedures.

A copy of the Host Community Agreement (HCA) signed by the Lakeville Board of Selectmen.

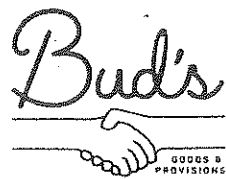
Deficient or incomplete filings could result in a delay for a hearing.

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Zoning Board of Appeals Staff Signature

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Date



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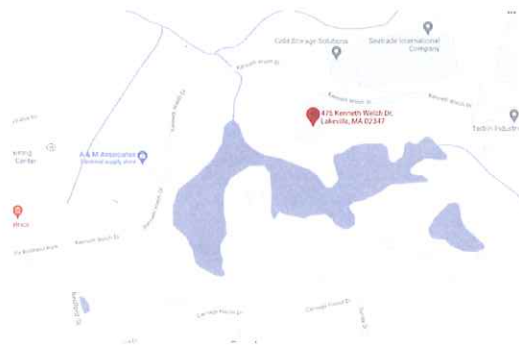
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Bud's Goods & Provisions Corp. ("Bud's Goods"), seeks a Special Permit from the Lakeville Zoning Board of Appeals and Site Plan Review Approval from the Lakeville Planning Board to operate an Adult Use Marijuana Product Manufacturing and Transporter Facility (the "ME") at 475 Kenneth Welch Drive in Lakeville (the "Property"). The Property is located within the Industrial Zoning District within the Marijuana Zoning Overlay. Pursuant to the Town of Lakeville Zoning Bylaw Section 7.4.6, such a use is permissible subject to a Special Permit from the Zoning Board of Appeals.

### **I. Project Context**

The Property is currently a vacant 20,000 square foot industrial building that is located along Kenneth Welch Drive in close proximity to its intersection with Bedford Street. Bud's Goods anticipates interior renovations to allow for the operation of a 6,747 square foot ME within the existing premises. Please see the enclosed Site Plans and Floor Plans, attached hereto as **Exhibit A**, which were designed in full compliance with the standards set forth by the Lakeville Zoning Bylaw.



*1 Map View of Property and Surroundings*

### **II. Project Narrative**

With a focus on safe and efficient operations, Bud's Goods has identified the Property as an ideal location at which to operate an ME. The Property is located in an area designated by local zoning for the aforementioned use, allows for easy access employees off of a main road, and is located proximate to a number of other industrial parcels with similar use classifications.

#### **A. Project Exterior**

*Parking & Loading:* Access to the Property may be obtained by a curb cut off of Kenneth Welch Drive towards the southern property line. A total of 23 parking spaces are available on site.

Marijuana and marijuana products will be securely transported to and from other Marijuana Establishments utilizing a secure shipping and receiving area as well as standard operating procedures consistent with Cannabis Control Commission's regulations and in a manner approved by the Commission following review of such procedures and an on-site inspection to ensure site security. Similarly to other area retail uses, the ME will utilized armored cash transport to securely transport money to financial institutions.

*Signage and Lighting:* Facility signage will be discrete and utilized for employee and vendor wayfinding only. Bud's Goods will not utilize signs or printed materials advertising marijuana products or any logo or symbols with images of marijuana.

The applicant intends to utilize the existing lighting that affixed to the building and intended to illuminate the parking lot to ensure the safety of employees leaving the facility during evening hours. The lights are downward cast and do not result in light pollution to abutting properties. The exterior security cameras utilize infrared capabilities and do not require external sources of light to operate effectively.

#### B. Project Interior

No members of the public will be granted access to Bud's Goods' ME. Employees, vendors, and visitors will be required to check in with security upon entry to the establishment. Employees will be required to provide their Agent ID card and other access badges which will grant them the ability to traverse only such portions of the facility that are necessary for their job function. Visitors such as contractors or vendors may only visit the facility for legitimate reasons and must obtain temporary badging and be escorted by a registered agent at all times.

#### C. Facility Operations

Please see the enclosed operational narratives, attached hereto as **Exhibit B**.

### III. Property Operations

#### A. Trash

*Marijuana Waste:* No usable marijuana waste will be stored in the exterior of the site. All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Liquid waste containing marijuana or by-products of marijuana processing will 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 through 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 Construction, Operation, and Record Keeping Requirements*.

Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*. To the greatest extent feasible,

any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission and any remaining marijuana waste will be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.

Solid waste containing marijuana may be ground up and mixed with other solid waste such that the resulting mixture renders any marijuana unusable for its original purpose. Once such marijuana has been rendered unusable, the resulting solid waste may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located.

No fewer than two agents will witness and document how the solid waste or organic material containing marijuana is handled on-site, including, but not limited to, the grinding up, mixing, storage and removal from the facility in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the company will 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 agents present during the disposal or other handling, with their signatures. Bud's Goods will keep these records for at least three years.

*Non-Marijuana Waste:* Waste that does not contain marijuana will be stored in an exterior dumpster and picked up weekly by a commercial trash vendor. Although no marijuana will be present in this dumpster, it will remain locked until such time that the commercial trash pick up occurs.

#### B. Snow Removal

Snow removal will follow existing practices utilized by the property owner.

#### C. Loading

Product deliveries will leave from the facility on a regular basis in unmarked transport vans. Pursuant to 935 CMR 500.105, there will be no advertising, markings, or branding indicating that the vehicle is being used to transport marijuana. Routes and times used for the transportation of marijuana and marijuana products are randomized. Marijuana and marijuana products will be transported in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. At least two agents will staff vehicles transporting marijuana. One agent will remain in the vehicle at all times, and the other will be accompanied by a staff member into the facility and through the receiving area.

An armored car service will pick up monetary instruments as needed each week.

D. Traffic and Parking

With 23 dedicated parking spaces located on site, Bud's Goods respectfully submits that there is ample parking to accommodate its employees and delivery vehicles. Bud's Goods anticipates hiring 25 employees, with a maximum of 12 on site at any given time. The company will take great care to develop, implement, and refine operational procedures that ensure that shifts overlap and will not result in congestion within the parking lot or the store. Operational procedures will be continually evaluated and adjusted as necessary to ensure optimal function of the facility.

The company respectfully submits that its proposed use of the Property will not disturb the existing right of way, pedestrian access, and will not cause a hazard to vehicle or pedestrian traffic. Traffic generated and patterns of access and egress will not cause congestion, hazard, or a substantial change to the neighborhood character.

E. Odor

Please see the enclosed Odor Control Plan, attached hereto as **Exhibit C**.

IV. Compliance with Town of Lakeville Zoning Bylaw Section 7.4.6

- A. **Section 7.4.6(B): Marijuana Uses shall not be located within 500 feet of a public or private school providing education in kindergarten or grades 1 through 12.**

The proposed ME is not located within 500 feet of a public or private school providing education in kindergarten or grades 1 through 12.

- B. **Section 7.4.6(D): Marijuana Uses shall be located only in a permanent building and not within any mobile facility, with the exception of the transporting of marijuana and marijuana products under a Marijuana Transporter license.**

The proposed ME is located within a permanent facility.

- C. **Section 7.4.(E): Required Application Materials for Marijuana Use Special Permits**

1. **A detailed floor plan of the proposed Marijuana Use that identifies the square footage available and describes the functional areas of the facility.**

Please see the floor plan included as part of **Exhibit A**, which identifies the square footage available and describes the functional areas of the facility.

2. **Detailed Site Plans that include the following information:**

- a. **Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, signage and all other provisions of this By-Law;**

Please see the site plan included as part of **Exhibit A**, which includes a compliance table outlining requirements as outlined above for the existing structure.

- b. Convenience and safety of vehicular and pedestrian movement on the site to provide secure and safe access and egress to and from the site;**

Please see the site plan included as part of **Exhibit A**, which demonstrates the existing parking development which was previously designed to ensure convenience and safety of vehicular and pedestrian movement to the site to provide secure and safe access and egress to and from the site.

- c. Convenience and safety of vehicular and pedestrian movement off the site, if vehicular and pedestrian traffic off-site can reasonably be expected be substantially affected by on-site changes;**

Please see the site plan included as part of **Exhibit A**, which demonstrates the existing parking development which was previously designed to ensure convenience and safety of vehicular and pedestrian movement when accessing the site through multiple points of entry to the parking lot.

- d. Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises;**

Please see the site plan included as part of **Exhibit A**, which provides a parking table demonstrating satisfaction with parking requirements as outlined in the Lakeville Zoning Bylaws. Additionally, there is additional unused paved area that can facilitate additional parking spaces if needed.

- e. Site design such that it provides convenient, secure and safe access and egress for clients and employees arriving to and from the site.**

Please see the site plan included as part of **Exhibit A**, which was previously designed to provide convenient, secure and safe access and egress for clients and employees arriving to and from the site.

- f. Design and appearance of proposed buildings, structures, freestanding signs, screening and landscaping; and**

The applicant proposes minor wayfinding and parking signage in full compliance with all requirements set forth by the Town of Lakeville. No other exterior changes are proposed to the exterior of the structure or any nearby landscaping.

- g. Adequacy of water supply, surface and subsurface drainage and light.**



The changes proposed as part of this permit application would not necessitate modifications to the existing utilities provided as part of the building structure.

**3. A copy of the Written Operating Procedures as required by 935 CMR 500.105 and/or 935 CMR 501.105, which shall include, at a minimum, the following:**

**a. Security measures in compliance with 935 CMR 500.110 and/or 935 CMR 501.110, to the extent such information may be made publicly available;**

Please see **Exhibit B** which provides a security narrative outlining compliance with 935 CMR 500.110. Facility specific security materials can be made available upon request.

**b. Employee security policies;**

Please see **Exhibit C** which outlines employee security policies.

**c. Proposed hours of operation and after- hours contact information;**

Bud's Goods proposes the following hours of operation:

Monday – Friday: 6:00 am – 8:00 pm

After hours contact: Alexander Mazin, [alex@budsgoods.com](mailto:alex@budsgoods.com), 774-239-2200

**d. Proposal for storage of marijuana;**

Please see **Exhibit D** which outlines marijuana storage procedures.

**e. Emergency procedures, including a disaster plan in case of fire or other emergencies;**

Please see **Exhibit E** which outlines emergency procedures, including a disaster plan in case of fire and other emergencies.

**f. Policies and procedures for preventing the diversion of marijuana to individuals younger than 21 years old;**

Please see **Exhibit F** which outlines policies and procedures to prevent the diversion of marijuana to individuals under the age of 21.

**g. Policies and procedures for energy efficiency and conservation in accordance with 935 CMR 500.105, and a plan for implementation of such policies;**

Bud's Goods has developed the following Energy Compliance Plan to ensure that its Cultivation and Manufacturing facility facility remains in compliance with the energy efficiency and conservation regulations codified in 935 CMR 500.103(1)(b), 500.105(1)(q), 500.105(15) and 500.120(11).

### **Energy Efficiency and Equipment Standards**

Bud's Goods will maintain compliance at all times with the Commission's minimum energy efficiency and equipment standards and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control. Bud's Goods will adopt and use additional best management practices as determined by the Commission to reduce energy.

### **Building Envelope**

The building envelope for Bud's Goods' indoor cultivation and manufacturing facility, to the extent applicable, meets minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code.

Bud's Goods is considering the following strategies to reduce electric demand:

1. LED lighting
2. Lighting schedule implementation
3. Active load management and energy storage programs

As the need and opportunity for facility upgrades and maintenance arise in the future, Bud's Goods will continue to evaluate strategies to reduce electric demand.

### **Opportunities for Engagement with Energy Efficiency Programs**

Bud's Goods plans on engaging with the energy efficiency program offered by Mass Save and will coordinate with Lakeville officials to identify other potential energy saving programs and initiatives.

### **HVAC and Dehumidification**

Bud's Goods' Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code

requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code). As part of the documentation required under 935 CMR 500.120(11)(b), Bud's Goods will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.

**h. A copy of proposed waste disposal procedures.**

Please see the above

**IV. Compliance with Town of Lakeville Zoning Bylaw Section 7.4.1**

**1. The use is not noxious, harmful or hazardous, is socially and economically desirable and will meet an existing or potential need.**

Bud's Goods has demonstrated that it has taken great care to minimize any adverse impacts on abutters and parties of interest through thoughtful site design and the implementation of comprehensive standard operating procedures, including:

- The selection of a Property within the Marijuana Zoning Overlay which has been identified as an appropriate zone for ME uses and is not within 500 feet of any offending buffer uses;
- The design of a state-of-the-art facility that has been specifically developed to accommodate best practices for ME uses;
- On site to protect against congestion at the site;
- An odor control plan to protect against odor escape from the vault;
- Nuanced signage, exterior design, and screening to maintain a respectful streetscape façade; and
- A thoughtful operational plan for all facets of its operations.

**2. The advantages of the proposed use outweigh any detrimental effects, and such detrimental effects on the neighborhood and the environment will not be greater than could be expected from development which could occur if the special permit were denied.**

Bud's Goods has demonstrated that it has taken great care to minimize any adverse impacts on abutters and parties of interest through thoughtful site design and the implementation of comprehensive standard operating procedures, including:

- The selection of a Property within the Marijuana Zoning Overlay which has been identified as an appropriate zone for ME uses and is not within 500 feet of any offending buffer uses;
- The design of a state-of-the-art facility that has been specifically developed to accommodate best practices for ME uses;
- On site to protect against congestion at the site;
- An odor control plan to protect against odor escape from the vault;
- Nuanced signage, exterior design, and screening to maintain a respectful streetscape façade; and
- A thoughtful operational plan for all facets of its operations.

**3. The applicant has no reasonable alternative available to accomplish this purpose in a manner more compatible with the character of the immediate neighborhood.**

Bud's Goods selected a parcel appropriately located within the Marijuana Overlay District, which was designed to be compatible with the surrounding neighborhood.

## PREVENTION OF DIVERSION

Bud's Goods & Provisions Corp.'s ("Bud's Goods") operating policies and procedures ensure prevention of diversion, theft, and illegal or unauthorized conduct pursuant to the Commission's Adult Use of Marijuana regulations codified in 935 CMR 500.000. Considerations regarding diversion prevention measures include, but are not limited to, marijuana establishment agent and consumer accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport, analysis, or retail sale is to be stored and tracked in a manner that prevents diversion, theft, or loss.

More specifically, diversion measures include policies and procedures requiring that:

- Identification will be verified on the premises to ensure that only individuals 21 years or older are permitted in Bud's Goods' adult-use marijuana establishment.
- Any marijuana establishment agent who has diverted marijuana will be immediately dismissed, which will be reported to law enforcement and the Commission pursuant to 935 CMR 500.105(1)(m).
- All employees involved in the handling and sale of marijuana for adult use will complete a responsible vendor training program with a curriculum covering diversion prevention and prevention of sales to minors and will comply with all other marijuana establishment agent training requirements under 935 CMR 500.105(2).
- Bud's Goods will only engage in reasonable marketing, advertising, and branding practices that do not promote the diversion of marijuana and that comply with all other marketing and advertising requirements under 935 CMR 500.105(4).
- Warning statements required by the Commission's regulations will be affixed to all applicable products, and Bud's Goods' labels will comply with all other labeling of marijuana and marijuana products requirements under 935 CMR 500.105(5).
- Tamper or child-resistant packaging will be used for applicable marijuana products, and Bud's Goods' products will comply with all other packaging of marijuana and marijuana products requirements under 935 CMR 500.105(6).
- Bud's Goods will maintain real-time inventory and will track and tag all marijuana seeds, clones, plants, and marijuana products, using Metrc as the seed-to-sale methodology in a form and manner to be approved by the Commission.
- Records will be kept for inventory, seed-to-sale tracking for all marijuana products, personnel (including documentation of the completion of required training), and waste disposal, and Bud's Goods will comply with all other record keeping requirements under 935 CMR 500.105(9).
- Marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, will be stored in a separate area, until such products are destroyed; and Bud's Goods will comply with all other storage requirements under 935 CMR 500.105(11).
- Two or more marijuana establishment agents will witness and document how the marijuana waste is disposed or otherwise handled, and Bud's Goods will comply with all other waste disposal requirements under 935 CMR 500.105(12).
- All transported marijuana products will be linked to Metrc; all vehicles transporting marijuana will be staffed with a minimum of two marijuana establishment agents; and any vehicle accidents, diversions, or other reportable incidents that occur during transport will be reported to the Commission and law enforcement within 24 hours. Bud's Goods will comply with all other transportation requirements under 935 CMR 500.105(13).
- All security requirements under 935 CMR 500.110 will be followed, including:
  - Implementing sufficient safety measures to deter theft of marijuana and marijuana products and prevent unauthorized entrance into areas containing marijuana and marijuana products

- at Bud's Goods' adult-use marijuana establishment location to protect the premises, employees, Bud's Goods' agents, consumers, and the general public;
- Adopting procedures to prevent loitering and to ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission's regulations and its enabling statute are allowed to remain on the premises;
- Storing all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss;
- Restricting access to employees, agents or volunteers specifically permitted by Bud's Goods, agents of the Commission, state and local law enforcement and emergency personnel, and all other limited access areas requirements under 935 CMR 500.110(4);
- Implementing an adequate security system to prevent and detect diversion, theft or loss of marijuana, notifying law enforcement and the Commission within 24 hours of a diversion, theft or loss of any marijuana product, and all other security and alarm requirements under 935 CMR 500.110(5); and
- Obtaining, at Bud's Goods' own expense, a security system audit by a vendor approved by the Commission, and all other security audits requirements under 935 CMR 500.110(10).

#### **STORAGE OF MARIJUANA**

Bud's Goods & Provisions Corp. ("Bud's Goods") will ensure that all marijuana and marijuana products are stored in compliance with 935 CMR 500.105(11). Specifically, Bud's Goods will ensure the following:

- The facility will have adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* and 500.110: *Security Requirements for Marijuana Establishments*;
- The facility will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed,
- All storage areas will be maintained in a clean and orderly condition;
- All storage areas will be free from infestation by insects, rodents, birds, and pests; and
- All storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110 *Security Requirements for Marijuana Establishments*.

Per the requirements of 935 CMR 500.110, all finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss. The vault will be a secure, limited access storage room that is outfitted with adequate security features for the purposes of storing Marijuana or Marijuana Products. The vault will be adequately sized to store inventory that is not being actively handled for purposes of dispensing, packaging, processing or transportation. Furthermore, all safes, vaults, and any other equipment or areas used for the storage of marijuana or marijuana products, including prior to disposal, will be securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

The storage of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers, per the requirements of 935 CMR 500.105(3)(b)(15). In accordance with 935 CMR 500.105(3)(c), Bud's Goods will comply with sanitary requirements. All edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

#### **TRANSPORTATION OF MARIJUANA**

Bud's Goods & Provisions Corp. ("Bud's Goods") will ensure that all transported marijuana and products are properly tracked through Metrc. Bud's Goods will properly track and label all seeds and clones in the

form and manner deemed acceptable by the Commission. Bud's Goods will only transport marijuana from its licensed facilities to other licensed Marijuana Establishments as permitted by Bud's Goods' license. There will be no advertising, including, but not limited to, vinyl-wrapped vehicles, signs, logos or markings, indicating that the vehicle is being used to transport marijuana on transportation vehicles not owned by Bud's Goods.

Any vehicle used to transport or deliver marijuana or marijuana products will comply with applicable Massachusetts Registry of Motor Vehicles (RMV) requirements. A Bud's Goods. vehicle will not include any additional external marking that indicate the vehicle is being used to transport or deliver marijuana or marijuana products.

All vehicles will be equipped with a video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which shall remain operational at all times during the entire transportation process and which shall have the ability to produce a clear color still photo whether live or recorded and a date and time stamp embedded in all recordings which shall always be synchronized and set correctly and shall not significantly obscure the picture. In the event that any marijuana product is undeliverable or refused by the destination, Bud's Goods will ensure that it will be transported back to Bud's Goods' originating facility.

Bud's Goods will staff all vehicles transporting marijuana and marijuana products with at least two Bud's Goods agents, one of whom will remain in the vehicle at all times that the vehicle contains marijuana or marijuana products. Prior to departing the premises to transport marijuana products, Bud's Goods will make a video record of weighing, inventorying, and accounting for all marijuana products to be transported.

When receiving transported marijuana, within eight hours after arrival, Bud's Goods will re-weigh, re-inventory, and account for, on video, all marijuana and marijuana products received. When videotaping the weighing, inventorying, and accounting of marijuana and marijuana products before transportation or after receipt, Bud's Goods will ensure that the video shows each product being weighed, the weight, and the manifest. Prior to departure from its facility, Bud's Goods will package marijuana and marijuana products in sealed, labeled, and child-resistant packaging, and ensure that marijuana and marijuana products remain as such during transportation.

All vehicles and transportation equipment used in the transportation of marijuana products requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana or marijuana products from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). Any vehicle used to transport marijuana or marijuana products will be owned or leased by Bud's Goods or a marijuana transporter, will be properly registered, inspected and insured in the Commonwealth, and equipped with an alarm system.

In the case of an emergency stop during the transportation of marijuana or marijuana products, Bud's Goods will maintain a log describing the reason for the stop, the duration of the stop, the location of the stop, and any activities of its personnel exiting the vehicle. Bud's Goods comply with applicable requirements of 935 500.110(9): Incident Reporting. Bud's Goods will ensure that all routes used for the transportation of marijuana or marijuana products are randomized and remain within the Commonwealth.

#### Storage Requirements

Bud's Goods will transport marijuana and marijuana products in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. Storage and transportation of finished products will be under conditions that will protect them against physical,

chemical, and microbial contamination, while also protecting against deterioration of finished products or their containers. Marijuana and marijuana products will not be visible from the outside of the vehicle.

If and when Bud's Goods transports marijuana or marijuana products to more than one Marijuana Establishment at a time, the marijuana and marijuana products for each marijuana establishment will be kept in a separate locked storage compartment during transportation, and separate manifests will be maintained for each marijuana establishment. If and when Bud's Goods is transporting marijuana and marijuana products to multiple marijuana establishments, Bud's Goods will obtain permission from the Commission to adopt reasonable alternative safeguards. When transporting marijuana and marijuana products, no other products will be transported or stored in the vehicle nor will firearms be located in the vehicle or on transporting agents.

#### Communications

Any vehicle used by Bud's Goods to transport marijuana and marijuana products will contain a global positioning system (GPS) monitoring device that is:

- Not a mobile device that is easily removable;
- Attached to the vehicle at all times that the vehicle contains marijuana and marijuana products; and
- Monitored by Bud's Goods during transport of marijuana and marijuana products. Bud's Goods will obtain an inspection from the Commission prior to initial transportation of marijuana and marijuana products and after any alteration to the locked storage compartment.

Each Bud's Goods agent transporting marijuana products will have access to a secure form of communication with personnel at Bud's Goods at all times that the vehicle contains marijuana and marijuana products. Bud's Goods will utilize either two-way digital or analog radio, cellular phones, or satellite phones for these purposes dependent upon the transportation area, base capabilities, cellular signal coverage, antenna coverage, and frequency of transportation.

Prior to and immediately after leaving Bud's Goods premises, Bud's Goods agents will be required to use a secure form of communication to contact agents at the Bud's Goods facility to test communications and GPS operability. In the event that communications or the GPS system fail while on route, the Bud's Goods agents transporting marijuana or marijuana products must return to the originating Bud's Goods location until the communication system or GPS system is once again operational. Marijuana establishment agents transporting marijuana or marijuana products will be required to contact the Bud's Goods facility when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.

Bud's Goods will ensure that there is a Bud's Goods agent assigned to monitoring the GPS unit and secure form of communication, who will be required to log all official communications with marijuana establishment agents transporting marijuana products. All manifests used in the transportation of marijuana will be filled out by Bud's Goods agents in triplicate, with the original manifest remaining with Bud's Goods, a second copy provided to the destination marijuana establishment upon arrival, and a copy to be kept with the Bud's Goods agent during transportation and returned to the marijuana establishment or marijuana transporter upon completion of the transportation. Bud's Goods will securely transmit the manifest to the destination marijuana establishment via facsimile or email prior to departure.

#### Manifests

Upon arrival at the destination marijuana establishment, Bud's Goods' agents will compare the manifest produced by Bud's Goods agent and the copy transmitted by facsimile or email to the destination marijuana establishment. Each manifest will include, at a minimum, the originating marijuana establishment name, address, and registration number; the names and registration numbers of the agents who transported the marijuana products; the name and registration number of the marijuana establishment agent who prepared the manifest; the destination marijuana establishment name, address, and registration number; a description



of the marijuana and marijuana products being transported, including the weight and form or type of the product; the mileage of the transporting vehicle at departure and mileage upon arrival at destination marijuana establishment, as well as mileage upon return to Bud's Goods; the date and time of departure from Bud's Goods and arrival at destination marijuana establishment for each transportation; a signature line for the marijuana establishment agent who receives the marijuana products; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighed and re-inventoried; the name of the marijuana establishment agent at the destination marijuana establishment who re-weighed and re-inventoried products; and the vehicle make, model, and license plate number.

Bud's Goods will maintain the manifest inside of its vehicle throughout the entire transportation process until delivery is complete. All transportation manifests will be retained by Bud's Goods for a minimum of one year and will be available for inspection by the Commission upon request. Should any unusual discrepancy occur in weight or inventory, Bud's Goods agents will document and report the discrepancy to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy. Bud's Goods agents will report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours after such accidents, diversions, losses, or other reportable incidents.

Each agent transporting or handling marijuana or marijuana products for Bud's Goods will be registered as a marijuana establishment agent and have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for Bud's Goods prior to transporting or otherwise handling Bud's Goods' marijuana or marijuana products.

All Bud's Goods agents will carry their registration cards at all times when transporting marijuana or marijuana products for Bud's Goods and will produce their registration card to the Commission or law enforcement officials upon request. Bud's Goods will use best management practices to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts wherever possible.

Representatives of the Commission, other Commonwealth agencies, and emergency responders responding in the course of an emergency will have access to all Bud's Goods transportation vehicles as necessary.

#### **INVENTORY PROCEDURES**

Bud's Goods & Provisions Corp. ("Bud's Goods") will maintain real-time inventory in compliance with 935 CMR 500.105(8), including, at a minimum, maintaining inventory of marijuana plants; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal. All marijuana seeds, clones, plants, and marijuana products will be tagged and tracked within Metrc.

Bud's Goods will utilize Metrc, a real-time seed-to-sale tracking system, which will provide the electronic tracking of individual marijuana plants, including during cultivation, growth, harvest and preparation of marijuana products (as applicable), and final sale. Metrc will allow Bud's Goods to utilize unique-plant and unique-batch identification numbers to accurately track inventory.

Bud's Goods will:

- Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana;
- Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
- Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and

- Promptly transcribe inventories if taken by use of an oral recording device.

The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory. All inventory records will be kept in accordance with Bud's Goods' record keeping procedures. Bud's Goods' agents will document and Bud's Goods will report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours after the discovery of such a discrepancy.

#### Waste Disposal

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be segregated from other products and destroyed in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Specifically, liquid waste containing marijuana or by-products of marijuana processing will 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.

Organic material, recyclable material, and solid waste generated at a marijuana establishment will be redirected or disposed of as follows:

1. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans.
2. To the greatest extent feasible:
  - a. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
  - b. Any remaining marijuana waste will be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities.
3. Solid waste containing marijuana waste will be ground up and mixed with solid wastes such that the resulting mixture renders the marijuana unusable for its original purposes. Once such marijuana waste has been rendered unusable, it will be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located.

No fewer than two Bud's Goods agents will 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, Bud's Goods will 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 Bud's Goods agents will be present during the disposal or other handling, with their signatures. Bud's Goods will keep these records for at least three

years. Bud's Goods understands that this period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

## QUALITY CONTROL AND TESTING

### Quality Control

Bud's Goods & Provisions Corp. ("Bud's Goods") will comply with the following sanitary requirements:

1. Any Bud's Goods agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Bud's Goods agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Bud's Goods' hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Bud's Goods' production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Bud's Goods' facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Bud's Goods will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Bud's Goods' floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Bud's Goods' facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Bud's Goods' buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Bud's Goods will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Bud's Goods acknowledges and understands that the Commission may require Bud's Goods to demonstrate the intended and actual use of any toxic items found on Bud's Goods' premises;
11. Bud's Goods will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Bud's Goods' needs;
12. Bud's Goods' plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the

marijuana establishment. There will be no cross-connections between the potable and wastewater lines;

13. Bud's Goods will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Bud's Goods will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Bud's Goods will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Bud's Goods' vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Bud's Goods will ensure that Bud's Goods' facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Bud's Goods will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Bud's Goods to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Bud's Goods will process marijuana in a safe and sanitary manner. Bud's Goods will process the leaves and flowers of the female marijuana plant only, which will be:

- Well-cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area.

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments, and any marijuana product that is made to resemble a typical food or beverage product will be packaged and labeled as required by 935 CMR 500.105(5) and 500.105(6). When selling or otherwise transferring marijuana to another marijuana establishment Bud's Goods will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

#### Testing

Bud's Goods will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Bud's Goods for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Bud's Goods' marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Bud's Goods' environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Bud's Goods' marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Bud's Goods acknowledges and understands that the Commission may require additional testing.

Bud's Goods' policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Bud's Goods and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Bud's Goods will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Bud's Goods acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Bud's Goods' marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Bud's Goods for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

#### Quality Control Samples

Bud's Goods may create sample Marijuana Product ("Marijuana") to be provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana. Quality Control Samples and employee feedback regarding such samples will allow Bud's Goods to produce the highest quality Marijuana Products for distribution on the adult use market. Quality Control Samples provided to employees may not be consumed on Bud's Goods' Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Bud's Goods will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample." Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Bud's Goods will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and

4. The name of the employee as it appears on their agent registration card.

### RECORDKEEPING PROCEDURES

Bud's Goods & Provisions Corp. ("Bud's Goods") has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Bud's Goods documents. Records will be stored at Bud's Goods in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

#### Recordkeeping

To ensure that Bud's Goods is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Bud's Goods' quarter-end closing procedures. In addition, Bud's Goods' operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
  - Directors & Officers Policy
  - Product Liability Policy
  - General Liability Policy
  - Umbrella Policy
  - Workers Compensation Policy
  - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
  - Annual Agent Registration
  - Annual Marijuana Establishment Registration
- Local Compliance:
  - Certificate of Occupancy
  - Special Permits
  - Variances
  - Site Plan Approvals
  - As-Built Drawings
- Corporate Governance:
  - Annual Report
  - Secretary of Commonwealth Filings
- Business Records

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - Sales records including the quantity, form, and cost of marijuana products;
  - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Bud's Goods.
- Personnel Records

At a minimum, Personnel Records will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Bud's Goods and will include, at a minimum, the following:
  - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - Documentation of verification of references;
  - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - Documentation of periodic performance evaluations; and
  - A record of any disciplinary action taken.
  - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
  - Bud's Goods will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - Bud's Goods will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Incident Reporting Records
  - Within ten (10) calendar days, Bud's Goods will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
  - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Bud's Goods for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Bud's Goods' jurisdiction on request.
- Visitor Records
  - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.



- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, Bud's Goods will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Bud's Goods agents present during the disposal or other handling, with their signatures. Bud's Goods will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
  - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Bud's Goods is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
  - Bud's Goods will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
  - Records that any and all of Bud's Goods' vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
  - Bud's Goods shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
  - In the event Bud's Goods closes, all records will be kept for at least two (2) years at Bud's Goods' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Bud's Goods will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Bud's Goods' operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

  - Security measures in compliance with 935 CMR 500.110;
  - Employee security policies, including personal safety and crime prevention techniques;
  - A description of Bud's Goods' hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;

- Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
  - Engaged in unsafe practices with regard to Bud's Goods operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Bud's Goods, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Bud's Goods' website.
- Policies and procedures for the handling of cash on Bud's Goods premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
  - Bud's Goods shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which

would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

#### Record-Retention

Bud's Goods will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

#### MAINTAINING OF FINANCIAL RECORDS

Bud's Goods & Provisions Corp.'s ("Bud's Goods") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Bud's Goods.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
  - Prohibiting the use of software or other methods to manipulate or alter sales data;
  - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - If Bud's Goods determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500

Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission’s regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission’s regulations.
- License Renewal Records
  - Bud’s Goods shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city’s or town’s anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

### QUALIFICATIONS AND TRAINING

Bud’s Goods & Provisions Corp. (“Bud’s Goods”) will ensure that all employees hired to work at a Bud’s Goods facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

#### Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Bud’s Goods will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Bud’s Goods discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Bud’s Goods will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

#### Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Bud’s Goods’ agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Bud’s Goods Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training. Non-RVT may be conducted in-house by Bud’s Goods or by a third-party vendor engaged by the Bud’s Goods. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training. All Bud’s Goods Agents that are

involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

#### *Basic Core Curriculum*

Bud's Goods Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
  - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
  - The amount of time to feel impairment;
  - Visible signs of impairment; and
  - Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
  - How to check identification;
  - Spotting and confiscating fraudulent identification;
  - Common mistakes made in identification verification.
  - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Bud's Goods Agents which shall include:
  - Conduct of Bud's Goods Agents;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Local and state licensing and enforcement, including registration and license sanctions;
  - Incident and notification requirements;
  - Administrative, civil, and criminal liability;
  - Health and safety standards, including waste disposal;
  - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
  - Permitted hours of sale;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records, including confidentiality and privacy; and
  - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

Bud's Goods will encourage administrative employees who do not handle or sell marijuana to take the "Responsible Vendor" program on a voluntary basis to help ensure compliance. Bud's Goods' records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

After successful completion of the Basic Core Curriculum, each Bud's Goods Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Bud's Goods to maintain designation as a Responsible Vendor. Once the Bud's Goods Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

#### **METHOD USED TO PRODUCE PRODUCTS**

## Overview

Bud's Goods & Provisions Corp. ("Bud's Goods") will produce concentrates for bulk sale and the creation of marijuana products using supercritical CO<sub>2</sub> and then refined to extremely high purity and cleanliness using a fractional distillation process. The refinement process will reduce levels of microbials (mold, yeast, gram negative bacteria, etc.) and heavy metals down to an undetectable scale. This will ensure Bud's Goods can provide consumers with clean and safe products.

Bud's Goods is committed to producing marijuana products in a safe and sanitary manner. Bud's Goods will process leaves and flowers of the female marijuana plant only, which will be well cured and free of seeds, stems, dirt, sand, debris, and other foreign matter and will not be contaminated by mold, rot, other fungus, and/or bacterial diseases. Marijuana products will be prepared and handled on food-grade stainless steel tables with no contact to agents' bare hands and will be packaged in a secure area.

The Bud's Goods facility will utilize standards based on municipal health codes, as well as FDA codes, to ensure optimal safety of all food products produced and is designed with ample cold storage and sanitization equipment to ensure food safety. All edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State sanitary code chapter X: Minimum sanitation standards for food establishments, 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements* as applicable.

Bud's Goods agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All Bud's Goods agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the Bud's Goods facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials. All Bud's Goods agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.

Food material used in the preparation of marijuana products will be acquired from an approved source. Any and all materials used in the production of marijuana products that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms, such as proper refrigeration or other appropriate storage. All thermometers used in the storage and preparation of marijuana products will be tested regularly to ensure accuracy. All food products will be properly stored in their original containers and will be properly labeled. Only approved food additives will be used. Marijuana products and food products used in the production of marijuana products will be maintained in good condition and will be unadulterated.

The Bud's Goods facility has ample space for placement of equipment and storage of materials necessary for maintaining sanitary operations. Litter and waste will be properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

All surfaces and equipment within the Bud's Goods facility will be cleaned frequently in order to ensure that they are kept in a clean and sanitary condition. Surfaces and equipment will be sanitized with a sanitizing agent registered by the EPA and used in accordance with the labeled instructions. Any and all toxic materials will be properly identified and stored in a manner that protects against contamination of marijuana products. Proper safety and cleanliness procedures will be visibly posted or easily accessible in the Bud's Goods facility. Bud's Goods' water supply is sufficient for necessary operations. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana.

Notwithstanding a stricter municipal or state regulation, Bud's Goods will identify the method of extraction (i.e. CO2) on a physical posting at all entrances of its facility. The posting will be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. Bud's Goods will post a copy of a permit to keep, store, handle or otherwise use flammable and combustible at each place of operation within the facility. Bud's Goods, when selling or otherwise transferring marijuana to another marijuana establishment, will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

In addition to the written operating policies required under 935 CMR 500.105(1), Bud's Goods will maintain written policies and procedures for the production or distribution of marijuana products, as applicable in accordance with 935 CMR 500.130.

#### Product Manufacturer Processes

The Bud's Goods facility utilizes state of the art extraction technology by way of a supercritical fluid (SCCO2) botanical extractor. Further refinement of this raw CO2 concentrate will be accomplished using a fractional distillation still for removal of any trace amounts of microbial and heavy metals contamination. This highly purified concentrate will be used in precision-dosed marijuana products, as well as sold in bulk and in vaporizer cartridges.

- Drying: Any material to be processed through the supercritical fluid CO2 extractor will be dried as much as possible. Trim is to be dried on perforated sheet pans lined with parchment and placed on speed racks. Trim material will be laid on sheet pans in a thin layer in order to dry properly and quickly. A fan will circulate air around the trim in order to expedite drying, as well as prohibit biological contamination. Trim and whole plant material may also be dried in the ovens at a low temperature so as to prevent decarboxylation.
  - Safety: If trim or plant material is handled in the Bud's Goods facility, the agent must wear a dust-mask as well as gloves and a lab coat.
  - Cleaning: The inside of grinders and food processors will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material and then cleaning and sterilizing in the high temperature washer/sanitizer.
- Grinding: Sufficiently dried material will be ground to the consistency of fine coffee grinds, using a (designated) large food processor or botanical chopper. Once the material is ground to proper specification, it will be stored in large 6-inch, stainless steel pans with stainless steel lids with appropriate labeling regarding batch information.
  - Safety: If trim or plant material is handled in the Bud's Goods facility, the agent must wear a dust-mask, as well as gloves and a lab coat.
  - Cleaning: The inside of grinder or food processor, along with its blade, will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material, prior to cleaning and sterilizing in the high temperature washer/sanitizer. The grinder/food processor body will be wiped down with lab wipes after each batch. The steel pans will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material, and then cleaning and sterilizing in a high temperature washer/sanitizer.
- Packing Supercritical CO2 Extractor: The retaining bolts will be taken off the extraction vessel, the lid lifted up, and the provided funnel put in its place. The agent will fit 12-15lbs into the 20L vessel. The material to be processed will be packed lightly into the vessel using the provided plunger. Once full, the lid will be closed, and the extractor vessel bolts replaced using the provided torque wrench.

- **Safety:** The agent will make sure vessel pressures are all 0psi. Using the User Interface, the agent will select “Open Extractor Vessel” from the maintenance screen, prior to removing the extractor vessel bolts. Packing of the column will be done in small increments and never too hard. Any time trim or plant material is handled in the Bud’s Goods facility, the agent must wear a dust-mask, as well as gloves and a lab coat.
- **Cleaning:** The agent will vacuum all of the processed material out of the extraction vessel using a (dedicated) shop vac. The outside of the SCCO2 extractor will be cleaned using sanitizing wipes. Running the machine empty overnight will suitably clean and sterilize the inside of the machine.
- **Running SCCO2 Extractor:**
  - **Safety:** The machine has a number of built-in safety features in the event of over-pressure runs or solvent leakage. In the event that the machine is unable to recover CO2, slowly vent the CO2 from valve 10 at the bottom of separator #2 and evacuate the Bud’s Goods facility until CO2 is completely vented. The provided ventilation in the Bud’s Goods facility will remove all CO2 and replace it with fresh air from outside the building.
  - **Cleaning:** All solvent lines will be cleaned out with acetone. Such cleaning will be performed under the closed lab fume hood so as not to release solvent vapors into the room. Once a week, the machine will be run empty, thoroughly cleaning the machine.
- **Spin on Hotplate/Freeze:**
  - **Safety:** The hotplate will continue to stay hot for some time even after it is turned off. The readout will read “HOT” until the plate is sufficiently cooled. Do not touch the hotplate when it is running or when the readout reads “HOT.”
  - **Cleaning:** The hotplate should be wiped down with a lab wipe after every use. If heavier cleaning is needed, wipe the plate down with denatured alcohol.
- **Soak in Hot Ethanol:**
  - **Safety:** Ethanol must be heated under the hood. When removing ethanol from the hood, a solvent respirator must be worn by the lab agent to prevent hot fumes from being inhaled. Caution must be taken when pouring, as the liquid is hot.
  - **Cleaning:** Cleaned with acetone and sanitized in the sanitizing dishwasher.
- **Filtering:**
  - **Safety:** The cold trap must remain full of dry ice at all times to prevent contamination of ethanol into the vacuum pump.
  - **Cleaning:** Replace used filters with new filters for each batch. Pass hot ethanol through the funnel to clean the filter. Sanitize in the sanitizing dishwasher.
- **Removal of Ethanol in Rotary Evaporator:**
  - **Safety:** The agent should use caution not to fill the boiling flask of the rotary evaporator more than halfway. The cold trap must remain full of dry ice at all times to prevent contamination of ethanol in the vacuum pump.
  - **Cleaning:** The boiling flask, receiving flask and vapor tube will be cleaned with acetone under the fume hood and sanitized in the sanitizing dishwasher.
- **Decarboxylating:** Decarboxylation or “decarbining” is the act of removing water from concentrate to aid in efficient distillation. To do this, the agent places a stainless-steel bain-marie or pot full of concentrate directly on to an induction burner. The concentrate should be heated quickly to a temperature of 180c then immediately removed from heat. At this point, the concentrate is fully decarboxylated.
  - **Safety:** The induction burner must be set up under the fume hood and the task performed with the hood closed.
  - **Cleaning:** Clean the bain-marie with acetone under the fume hood and sanitize in the sanitizing dishwasher. Wipe the induction burner down with a lab wipe.



- Fractional Distillation: The cold trap on the left will always be full of acetone/dry ice to prevent terpenes from contaminating the pump oil. The feeder will be filled with no more than 500ml of dewaxed/decarbed oil in order to reduce the risk of clogs.
  - Safety: Never run the still dry—there must be material flowing from the feeder before turning the motor on.
  - Cleaning: The still can be cleaned without being disassembled by running warm ethanol through under ambient pressure.

#### Definitions of Key Equipment

- Supercritical CO2 Extractor: A device used to extract cannabis oil from the plant matter. CO2 is used by Bud's Goods, as it is the safest, most environmentally friendly solvent available to the industry. CO2 is warmed, pressurized, and pumped through a column of cultivated material. The CO2 "fluid" soaks into the plant matter to extract and concentrate only the cannabinoids, terpenes and other medicinally beneficial components. The CO2 is then recycled back into storage tanks for later use. As this is a "closed loop" system, no CO2 is vented from the machine, at any time.
- Fractional Distillation Still: The fractional distillation still is used to further purify the CO2 concentrate. During this process, the material is heated under reduced pressure and re-condensed and collected. The distilled concentrate is increased in purity and potency, resulting in a pharmaceutical-quality product suitable for human consumption.
- Rotary Evaporator: A rotary evaporator is used for cold recovery of ethanol in the purification process.
- Blast Chiller: A blast chiller is used to cryogenically freeze concentrate to keep it sterile, and to precipitate plant waxes and lipids for separation prior to distillation.
- Fume Hood: The fume hood is used as a safety measure when using solvent to clean lab glassware and utensils. All cleaning and soaking of glass and utensils will be done under the closed hood to prevent solvent fumes from being inhaled by agents.
- Vacuum Purge Oven: Used to desiccate material used prior to purification. Water removal is an important step in the purification process.

#### Standard Equipment

Standard equipment used in the Bud's Goods facility may include the following:

- Supercritical CO2 Extractor
- Fractional Distillation Still
- Rotary Evaporator
- Blast Chiller
- 3-bay Sink
- Closed Lab Hood
- Sanitizing Dishwasher
- Vacuum Purge Oven
- Hand Washing Station
- Eye Washing Station
- 4 Burner Gas Range
- Double-Decker Convection Oven
- Reach in Freezer
- Reach in Refrigerator

#### Policies and Procedures Regarding Cleaning and Sanitization

Cleaning and sanitization are both important factors in producing sterile concentrates and food-safe marijuana products for distribution to customers in Massachusetts.

- Cleaning:

- Cleaning of all equipment, work surfaces, laboratory glassware and kitchen cookware can be challenging given the non-aqueous nature of cannabis concentrate. Often, strong solvents such as acetone must be used to chemically dissolve hard-to-clean cannabis concentrate. When acetone is used to clean surfaces, a solvent respirator must be worn to prevent inhalation of fumes. When acetone is used to clean lab glass and utensils, soaking must be done under the fume hood located in the Bud’s Goods facility, at all times. Used solvent will be disposed of in the provided solvent-waste bin, which is only to be removed by a chemical waste disposal professional.
- All contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
- Equipment and utensils utilized in the Bud’s Goods facility be so designed and of such material and workmanship as to be adequately cleanable.
- **Sanitization:**
  - Post cleaning sanitization is performed on all work surfaces, laboratory glassware, and kitchen cookware. The chlorine-based solution will be prepared each morning, using the following recipe:

Minimum concentration: 50ppm <b>Range recommended: 50-100ppm.</b> Do not exceed 200 ppm.	Amount needed per unit of water		
	per 2 quarts	per gallon	per 12 gallons
<b>Use provided test strips.</b> Check the temperature of the water for recommend temperature of 75-120 degrees Fahrenheit.	½ tsp.	1 tsp.	1/4 cup

- The sanitizing solution will be measured, tested, and placed into red sanitization bins and used to wipe down surfaces that will then air-dry.
- The third bay in the bay sinks will be filled with the solution, in order to soak utensils, cookware and labware, for a minimum of one (1) minute, and will air-dry.

**Safety**

All agents will complete mandatory safety training sessions. Bud’s Goods agents and Bud’s Goods management will have the following responsibilities when it comes to health and safety:

- **Bud’s Goods Management:**
  - Ensure the health and safety of all agents.

- Correct any workplace conditions that are hazardous to the health and safety of agents.
- Inform agents about any remaining hazards.
- Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility.
- Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that they comply with them.
- Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them.
- Provide agents with education, supervision, and training specific to equipment.
- Perform ongoing reviews and updates to policies and procedures as needed.
- Bud's Goods Agents:
  - Take care to protect health and safety and the health and safety of others who may be affected by individual actions.
  - Comply with all regulations and other legal requirements.
  - Follow established safe work procedures.
  - Use the required personal protective equipment.
  - Refrain from horseplay or similar conduct that may endanger others.
  - Ensure individual ability to work safely is not impaired by drugs or alcohol.
  - Report accidents and other incidents (including near misses) to the Production Manager.
  - Report the following to the Production Manager:
    - A hazard that might endanger Bud's Goods agents;
    - A problem with personal protective equipment or clothing; or
    - Any suggestions to improve workplace safety.

#### Bud's Goods Lab and Production Agent Health and Safety Program

Bud's Goods has identified eight basic components which have been identified to help prevent accidents and injuries from happening in the Bud's Goods facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
  - Dealing with wet surfaces;
  - Wearing proper personal protective equipment and clothing;
  - Handling solvents with use of protective gloves and proper ventilation; and
  - Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout the Bud's Goods facility, which will help identify workplace hazards so that they can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid—determine what level of first aid is necessary on-site.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns.

#### Packaging and Labeling

##### *Packaging of Marijuana and Marijuana Products*

Bud's Goods will ensure that all marijuana products that are provided for sale to consumers will be sold in tamper or child-resistant packaging. To be in compliance with 935 CMR 500.105(6), Bud's Goods will ensure:

1. That to the extent it is not unreasonably impracticable for the specific type of product, marijuana products are packaged in containers that are:
  - a. Opaque and plain in design;
  - b. Resealable for any marijuana product intended for more than a single use or containing multiple servings; and
  - c. Certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700; or
2. That where compliance with the requirements of tamper or child-resistant packaging is deemed by Bud's Goods to be unreasonably impracticable, marijuana products will be placed in an exit package that is:
  - a. Capable of being resealed and made tamper and child-resistant again after it has been opened;
  - b. Not able to be opened easily with scissors if appealing to children;
  - c. Includes the following statement, including capitalization, in at least ten-point Times New Roman, Helvetica or Arial font: KEEP OUT OF REACH OF CHILDREN; and
  - d. Is certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700.

Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors. Packaging is explicitly prohibited from:

1. Using bright colors that are "neon" in appearance;
2. Imitating or having a semblance to any existing branded consumer products, including foods and beverages, that do not contain marijuana;
3. Featuring cartoons;
4. Featuring a design, brand or name that resembles a non-cannabis consumer product of the type that is typically marketed to minors;
5. Featuring symbols or celebrities that are commonly used to market products to minors;
6. Featuring images of minors; and
7. Featuring words that refer to products that are commonly associated with minors or marketed to minors.

#### Packaging of Multiple Servings

Packaging for marijuana products sold or displayed for consumers in multiple servings will include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." Packaging for marijuana products in solid form sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings. Edible marijuana products in a solid form will be easily and permanently scored to identify individual servings. Notwithstanding 935 CMR 500.105(6)(c)(2)(a), where a product is unable, because of its form, to be easily and permanently scored to identify individual servings, the product will be packaged in a single serving size. The determination of whether a product is able to be easily and permanently scored will be decided by the Commission consistent with sub-regulatory guidelines established by the Commission and provided to licensees. Packaging for marijuana product beverages will be packages solely in a single serving size. Multiple serving beverages are strictly prohibited for sale. Each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped or otherwise imprinted with the symbol issued by the Commission

under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. Serving size will be determined by Bud's Goods but in no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol. Any marijuana product that is made to resemble a typical food or beverage product must be packaged and labelled as required by 935 CMR 500.105(5) and 500.105(6).

Prior to a marijuana product being sold at a marijuana establishment, Bud's Goods will submit an application, in a form and manner determined by the Commission, for packaging and label approval to the Commission.

#### Labeling of Edible Marijuana Products

Prior to edible marijuana products being sold or transferred, Bud's Goods will place a legible, firmly affixed label on which the wording is no less than one-sixteenth (1/16) inch in size on each edible marijuana product that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. Bud's Goods' name and registration number, together with Bud's Goods' business telephone number, e-mail address, and website information, if any;
2. The name of the marijuana product;
3. Refrigeration of the product is required, as applicable;
4. Net weight or volume in US customary and metric units;
5. The quantity of usable marijuana contained within the product as measured in ounces;
6. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
7. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
8. The serving size of the marijuana product in milligrams if the package is a multiple serving package;
9. The number of serving sizes within the marijuana product based on the limits provided in 935 CMR 500.150;
10. The amount, in grams, of sodium, sugar, carbohydrates and total fat per serving;
11. The date of creation and the recommended "use by" or expiration date which will not be altered or changed;
12. A batch number, sequential serial number and barcodes when used, to identify the batch associated with manufacturing and processing;
13. Directions for use of the marijuana product;
14. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
15. A warning if nuts or other known allergens are contained in the product;
16. This statement, including capitalization: "The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN";
17. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



18. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



Labeling of Marijuana Concentrates and Extracts

Prior to marijuana concentrates or extracts being sold or transferred, Bud's Goods will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each marijuana concentrate container that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. Bud's Goods' name and registration number, together with Bud's Goods' business telephone number, e-mail address, and website information, if any;
2. The name of the marijuana product;
3. Product identity including the word "concentrate" or "extract" as applicable;
4. Net weight of volume expressed in US customary units and metric units;
5. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
6. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume, and the amount of specific additives infused or incorporated during the manufacturing process, whether active or inactive, including, but not limited to, thickening agents, thinning agents, and specific terpenes, expressed in absolute terms and as a percentage of volume, and in a form and matter determined by the Commission;
7. A statement of the serving size and number of servings per container or amount suggested for use based on the limits provided in 935 CMR 500.150;
8. The date of creation and the recommended "use by" or expiration date;
9. A batch number, sequential serial number, and barcode when used, to identify the batch associated with manufacturing and processing;
10. Directions for use of the marijuana product;
11. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
12. A warning if nuts or other known allergens are contained in the product;
13. This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.";
14. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



15. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



Labeling of Marijuana Infused Tinctures and Topicals

Prior to marijuana infused tinctures or topicals being sold or transferred, Bud's Goods will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each container of marijuana infused tincture or topical that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. Bud's Goods' name and registration number, together with Bud's Goods' business telephone number, e-mail address, and website information, if any;
2. The marijuana product's identity;
3. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
4. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
5. Net weight or volume as expressed in US customary units or metric units;
6. The date of product creation;
7. A batch number, sequential serial number, and barcode when used, to identify the batch associated with manufacturing and processing;
8. Directions for use of the marijuana product;
9. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
10. A warning if nuts or other known allergens are contained in the product;
11. This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.";
12. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



13. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



In circumstances where the labeling of the marijuana product is unreasonable or impractical, Bud's Goods may include the labeling information on a peelback label or may place the product in a sealed bag with an insert or additional, easily readable label firmly affixed to that bag.

Additional Labeling and Packaging Requirements for Edible Marijuana Products

In addition to the requirements set forth in M.G.L. c. 94G, § 4(a½)(xxvi) and 935 CMR 500.105(5) and (6), Bud's Goods will ensure that the following information or statement is affixed to every container holding an edible marijuana product:

1. If the retail edible marijuana product is perishable, a statement that the edible marijuana product must be refrigerated;
2. The date on which the edible marijuana product was produced;
3. A nutritional fact panel that must be based on the number of THC servings within the container;
4. Information regarding the size of each serving for the product by milligrams, the total number of servings of marijuana in the product, and the total amount of active THC in the product by milligrams (mgs). For example: "The serving size of active THC in this product is X mg(s), this product contains X servings of marijuana, and the total amount of active THC in this product is X mg(s)."
5. A warning that the impairment effects of edible marijuana may be delayed by two hours or more.

Once a label with a use-by date has been affixed to a container holding an edible marijuana product, Bud's Goods will not alter that date or affix a new label with a later use-by date. Bud's Goods will ensure that each single serving of an edible marijuana product is physically demarcated in a way that enables a reasonable person to intuitively determine how much of the product constitutes a single serving of active THC. Each serving of an edible marijuana product within a multi-serving package of edible marijuana products must be easily separable in order to allow an average person 21 years of age or older to physically separate, with minimal effort, individual servings of the product. Each single serving of an edible marijuana product contained in a packaged unit of multiple edible marijuana product will be marked, stamped, or otherwise imprinted with a symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product.

Energy Standards

Bud's Goods will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits, and other applicable approvals, including those related to water quality and solid waste disposal, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts.

Testing

1. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of Bud's Goods' marijuana products will be performed by an Independent Testing



Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

2. Marijuana shall be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, the presence of Pesticides and any additional testing required by the Commission.
3. Bud's Goods will have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1). Any such policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. In addition Bud's Goods' policy will include notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission. The notification will be from both Bud's Goods and the Independent Testing Laboratory, separately and directly. The notification from Bud's Goods will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
4. Bud's Goods will maintain the results of all testing for no less than one year. Testing results will be valid for a period of one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested.
5. The sale of seeds is not subject to these testing provisions.
6. Clones are subject to these testing provisions but are exempt from testing for metals.
7. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13).
8. All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11);
9. All excess marijuana must be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Bud's Goods for disposal or by the Independent Testing Laboratory disposing of it directly; and
10. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.
11. Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) are subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).
12. Marijuana and Marijuana Products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

#### Recalls

Bud's Goods' policies and procedures for handling voluntary and mandatory recalls of marijuana products will be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Bud's Goods to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Product recalls may be initiated by the Commission or by Bud's Goods. In the event of a product recall, the following will transpire to ensure that all impacted consumers are promptly notified and such recalled product is destroyed:

- Knowing the product in question, determine the beginning and end dates in which product needs to be recalled (i.e. establish the recall period);
- Bud's Goods will then publicly post the nature of the recall on its website and at its facilities; and
- The recall will clearly explain the situation and instructions on returning the recalled product.

Consumers will return the recalled product to Bud's Goods and will be given the option of a refund or credit to be used during that visit. Destruction of the recalled product will occur pursuant to waste disposal requirements.

#### Destruction

Bud's Goods will have policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana product is segregated from other product and destroyed. Such procedures will provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, will be in compliance with 935 CMR 500.105(12).

All outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products will be stored prior to destruction in accordance with the following standards:

- a. Bud's Goods, for the purposes of storage, will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110;
- b. Bud's Goods will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed;
- c. Bud's Goods storage areas will be maintained in a clean and orderly condition;
- d. Bud's Goods storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
- e. Bud's Goods storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All waste, including waste composed of or containing finished marijuana and MIPs, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All exterior waste receptacles located on the Marijuana Establishment's Premises shall be locked and secured as to prevent unauthorized access.

- a. All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.
- b. Liquid waste containing marijuana or by-products of marijuana processing will 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 through 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*.
- c. Organic material, recyclable material and solid waste generated at Bud's Goods will be redirected or disposed of as follows:
  - i. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
  - ii. To the greatest extent feasible:

- I. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
- II. Any Marijuana containing organic material as defined in 310 CMR 16.02: *Definitions* will be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.
- iii. Solid waste containing cannabis waste generated at Bud's Goods may be ground up and mixed with other solid waste at the Marijuana Establishment such that the resulting mixture renders the cannabis unusable for its original purpose. Once such marijuana has been rendered unusable, the resulting solid waste may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the jurisdiction in which the facility is located.
- d. No fewer than two Bud's Goods agents must witness and document how the solid waste or organic material containing marijuana is handled on-site, including, but not limited to, the grinding up, mixing, storage and removal from Bud's Goods in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Bud's Goods will 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 Bud's Goods agents present during the disposal or other handling, with their signatures. Bud's Goods will keep these records for at least three years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

#### **PRODUCT MANUFACTURING SAFETY PLAN**

In accordance with 935 CMR 500.105(3)(c), Bud's Goods & Provisions Corp. ("Bud's Goods") will ensure that all edibles will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

#### **Agent Hygiene Practices**

Bud's Goods agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All Bud's Goods agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the Bud's Goods facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials. All Bud's Goods agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.

Any agent who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination for which there is a reasonable possibility of contact with cannabis shall be excluded from any operations that may be expected to result in microbial contamination until the condition is corrected.

#### **Food Material Practices**

Food material used in the preparation of marijuana products will be acquired from an approved source. Any and all materials used in the production of marijuana products that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms,

such as proper refrigeration or other appropriate storage. All thermometers used in the storage and preparation of marijuana products will be tested regularly to ensure accuracy. All food products will be properly stored in their original containers and will be properly labeled. Only approved food additives will be used. Marijuana products and food products used in the production of marijuana products will be maintained in good condition and will be unadulterated.

**Food Contact Surface Sanitation Practices**

The Company recognizes the importance of properly washing, rinsing, and sanitizing food preparation equipment, utensils, and all surfaces that come into contact with food to reduce the number of bacteria, prevent the spread of bacteria, and eliminate the possibility of cross-contamination. Bud’s Goods will institute the following sanitation procedures in its commercial kitchen:

- Sanitizing solution should be used in the kitchen and other areas to sanitize food contact surfaces and utensils prior to use.
- All surfaces that come into contact with food will be washed, rinsed, and sanitized after each use, when an agent begins working with another type of food, anytime an agent is interrupted during a task and the tools or items they have been working with may have become contaminated, or at four-hour intervals if the areas or items are in constant use.
- Sanitizing solution will be stored in buckets or other containers such as a spray bottle and used with wiping cloths to sanitize prep tables, prep sinks, dining room tables, bar area, and working utensils; in the third compartment of a 3-compartment sink to sanitize all dishes that are washed; and use the final rinse in the dish machine to sanitize all dishes that are washed.
  - The chlorine-based solution will be prepared each morning, using the following recipe:

Minimum concentration: 50ppm <b>Range recommended: 50-100ppm.</b> Do not exceed 200 ppm.	Amount needed per unit of water		
	per 2 quarts	per gallon	per 12 gallons
<b>Use provided test strips.</b> Check the temperature of the water for recommend temperature of 75-120 degrees Fahrenheit.	½ tsp.	1 tsp.	1/4 cup

- The sanitizing solution will be measured, tested, and placed into red sanitization bins and used to wipe down surfaces that will then air-dry.
- The third bay in the bay sinks will be filled with the solution, in order to soak utensils, cookware and labware, for a minimum of one (1) minute, and will air-dry.

- Agents will ensure that all wiping cloths are soaked with sanitizer when cleaning food contact surfaces (like cutting boards, prep tables, slicers, etc.) and stored in sanitizer when not in use.
- Sanitizer buckets will be set up at all times in areas where food is being handled. Agents will check sanitizer solutions frequently to ensure that they are at the correct concentration, using the proper test strips for the type of sanitizing chemical that they are using.
- Sanitizer solutions will be changed as needed to properly sanitize food contact surfaces.
- Cleaning of all equipment, work surfaces, laboratory glassware and kitchen cookware can be challenging given the non-aqueous nature of cannabis concentrate. Often, strong solvents such as acetone must be used to chemically dissolve hard-to-clean cannabis concentrate. When acetone is used to clean surfaces, a solvent respirator must be worn to prevent inhalation of fumes. When acetone is used to clean lab glass and utensils, soaking must be done under the fume hood located in the Bud's Goods facility, at all times. Used solvent will be disposed of in the provided solvent-waste bin, which is only to be removed by a chemical waste disposal professional.
- Equipment and utensils utilized in the Bud's Goods facility be so designed and of such material and workmanship as to be adequately cleanable.

### **Training**

All agents will complete mandatory safety training sessions. Bud's Goods agents and Bud's Goods management will have the following responsibilities when it comes to health and safety:

- **Bud's Goods Management:**
  - Ensure the health and safety of all agents.
  - Correct any workplace conditions that are hazardous to the health and safety of agents.
  - Inform agents about any remaining hazards.
  - Make copies of the OSHA Regulations and any workers compensation requirements available by posting throughout the facility.
  - Ensure agents know their rights and responsibilities under OSHA Regulations and the Commission's requirements and that they comply with them.
  - Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them.
  - Provide agents with education, supervision, and training specific to equipment.
  - Perform ongoing reviews and updates to policies and procedures as needed.
- **Bud's Goods Agents:**
  - Take care to protect health and safety and the health and safety of others who may be affected by individual actions.
  - Comply with all regulations and other legal requirements.
  - Follow established safe work procedures.
  - Use the required personal protective equipment.
  - Refrain from horseplay or similar conduct that may endanger others.
  - Ensure individual ability to work safely is not impaired by drugs or alcohol.
  - Report accidents and other incidents (including near misses) to the manager on duty.
  - Report the following to the manager on duty:
    - A hazard that might endanger Bud's Goods agents;
    - A problem with personal protective equipment or clothing; or
    - Any suggestions to improve workplace safety.

### **Cleanliness & Sanitation Training:**

Bud's Goods will combine its existing successful agent training program, supplemented with Commission rules and cannabis specific training to provide exhaustive training curricula to all agents. Bud's Goods' training will include USDA Good Handling Practices and Quality Systems, FDA Current Good Manufacturing Practices, and sickness or illness policies. Agents who handle cannabis will receive hygiene

training with specific attention to preventing microbial contamination. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:

- USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.
- Product care, inspection, and maintenance techniques.
- Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling cannabis or materials that come into contact with cannabis.
- Hygiene training for employees who handle cannabis with specific attention to preventing microbial contamination.
- Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.
- Quality assurance procedures and consequences of failing to follow the company's established processes; and
- ServSafe certification training.

#### Bud's Goods Lab and Production Agent Health and Safety Program

Bud's Goods has identified eight basic components which have been identified to help prevent accidents and injuries from happening in the Bud's Goods facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
  - Dealing with wet surfaces;
  - Wearing proper personal protective equipment and clothing;
  - Handling solvents with use of protective gloves and proper ventilation; and
  - Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout the Bud's Goods facility, which will help identify workplace hazards so that they can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid—determine what level of first aid is necessary on-site.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns.

When selling or otherwise transferring marijuana to another marijuana establishment Bud's Goods will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

## Exhibit C: Employee Security

Bud's Goods will securely maintain personnel records, including registration status and background check records. Bud's Goods will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

### Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Bud's Goods and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team.

### Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Bud's Goods will undergo a detailed background investigation prior to being granted access to a Bud's Goods facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Bud's Goods pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Bud's Goods will consider:

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Bud's Goods will:
  - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Bud's Goods will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;
    - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - vi. Relationship of offense or incident to nature of work to be performed;
    - vii. Number of offenses or incidents;
    - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
    - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
    - x. Any other relevant information, including information submitted by the subject.
  - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.



- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Bud's Goods or the Commission.

### Personnel Policies and Training

As outlined in Bud's Goods' Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Bud's Goods agents are required to complete training as detailed in Bud's Goods' Qualifications and Training plan which includes but is not limited to Bud's Goods' strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Bud's Goods will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Bud's Goods operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

## Exhibit D: Storage

Bud's Goods will ensure that all marijuana and marijuana products are stored in compliance with 935 CMR 500.105(11). Specifically, Bud's Goods will ensure the following:

- The facility will have adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* and 500.110: *Security Requirements for Marijuana Establishments*;
- The facility will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed,
- All storage areas will be maintained in a clean and orderly condition;
- All storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
- All storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110 *Security Requirements for Marijuana Establishments*.

Per the requirements of 935 CMR 500.110, all finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss.

Furthermore, all safes, vaults, and any other equipment or areas used for the storage of marijuana or marijuana products, including prior to disposal, will be securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

The storage of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers, per the requirements of 935 CMR 500.105(3)(b)(15).

In accordance with 935 CMR 500.105(3)(c), Bud's Goods will comply with sanitary requirements. All edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

## Exhibit E: Emergency Protocol

Bud's Goods promotes workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Policies and procedures include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan. In accordance with 935 CMR 500.105(3)(c), Bud's Goods will ensure that all edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

### **Agent Health and Safety Program**

Eight basic components have been identified to help prevent accidents and injuries from occurring within the Facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
  - Dealing with wet surfaces;
  - Wearing proper personal protective equipment and clothing;
  - Handling solvents with use of protective gloves and proper ventilation; and
  - Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout the Facility, which will help identify workplace hazards so that Agents can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid—determine what level of first aid is necessary on-site.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns.

### **Health and Safety Responsibilities**

All agents will complete mandatory safety training sessions. Bud's Goods agents and Bud's Goods management will have specific responsibilities to ensure health and safety at the Bud's Goods facility:

Health and Safety Responsibilities for Bud's Goods Management:

- Ensure the health and safety of all agents;
- Correct any workplace conditions that are hazardous to the health and safety of agents;
- Inform Cultivation Technicians about any remaining hazards;

- Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility;
- Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that Agents comply with them;
- Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them;
- Provide agents with education, supervision, and training specific to the Facility and equipment used to cultivate, process and manufacture marijuana and marijuana products; and
- Perform ongoing reviews of policies and procedures and update as needed.

Health and Safety Responsibilities for Bud's Goods Agents:

- Take care to protect individual health and safety and the health and safety of others who may be affected by individual's actions;
- Comply with all regulations and other legal requirements;
- Follow established safe work procedures;
- Use the required personal protective equipment;
- Refrain from horseplay or similar conduct that may endanger others;
- Ensure individual ability to work safely is not impaired by drugs or alcohol;
- Report accidents and other incidents (including near misses) to management; and
- Report the following to their supervisor:
  - A hazard that might endanger Bud's Goods agents;
  - A problem with personal protective equipment or clothing; and
  - Any suggestions to improve workplace safety.

**Cleanliness & Sanitation Training**

Bud's Goods will combine its existing successful agent training program, supplemented with Commission rules and cannabis specific training to provide exhaustive training curricula to all agents. Bud's Goods' training will include USDA Good Handling Practices and Quality Systems, FDA Current Good Manufacturing Practices, and sickness or illness policies. Agents who handle cannabis will receive hygiene training with specific attention to preventing microbial contamination. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:

- USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.
- Product care, inspection, and maintenance techniques.
- Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling cannabis or materials that come into contact with cannabis.
- Hygiene training for employees who handle cannabis with specific attention to preventing microbial contamination.
- Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.

- Quality assurance procedures and consequences of failing to follow the company's established processes.

### **Agent Hygiene Practices**

Bud's Goods' agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All Bud's Goods agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the Bud's Goods facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials. All Bud's Goods agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.

Any agent who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination for which there is a reasonable possibility of contact with cannabis shall be excluded from any operations that may be expected to result in microbial contamination until the condition is corrected.

### **Biological, Chemical and Physical Hazards**

Bud's Goods will conduct a comprehensive hazard assessment to identify any physical and health hazards within the facility or on premises. The hazard assessment will evaluate all work areas or work situations, finding all potential hazards an employee may encounter while performing the job. The entire layout of the facility will be inspected and a summary recorded identifying any issues. The assessment will follow U.S. Department of Labor's OSHA Job Hazard Analysis guidelines (OSHA 3071). The Chief Operating Officer, in coordination with managers and the safety committee, will conduct the hazard assessment. The assessment will include, at minimum, identification of the following hazard sources:

- High temperatures that could result in injury, including burns, eye injury, ignition of equipment, or heat stress.
- Cold temperatures that could result in injury, including frostbite, lack of coordination, or cold stress.
- Harmful dust or particulates.
- Light radiation.
- Sources of falling objects, potential for dropping objects, rolling objects that could crush or pinch the feet.
- Sharp objects that may pierce the feet or cut the hands.
- Electrical hazards.
- Chemical exposure, including airborne or skin contact that would have the potential for splash on the skin or eyes, or the potential to breathe vapors or mists.
- Layout of the workplace and the location of employees to avoid collision with other employees or objects.
- Equipment that is malfunctioning, in poor condition, or in need of maintenance.
- Any other identified potential hazard.

The safety committee chair or a manager will complete and sign the PPE Hazard Assessment Certification. This certification will be kept with the Job Hazard Analysis log.

Any hazards identified as not properly controlled will be documented in the Job Hazard Analysis Log. The hazard will be abated immediately or as soon as possible by the appropriate personnel. Once abatement is complete, it will be documented in the Job Hazard Analysis Log.

### **Hazard Communication Plan**

Bud's Goods' Hazard Communication policies and procedures shall ensure Bud's Goods is compliant with applicable Occupational Safety and Health Administration (OSHA) requirements and all applicable state and local laws, regulations, ordinances, and other requirements. All levels of supervision shall be held accountable for the safety of those employees under their direction. Copies of the Bud's Goods' Hazard Communication policies and procedures shall be given to all employees and be available for all to review, upon request.

Bud's Goods' Hazard Communication policies and procedures shall, at a minimum, address the following:

- Informing employees of hazardous chemicals used at Bud's Goods.
- Use of labels and other forms of warning.
- Use of Material Safety Data Sheets (MSDS).
- Procedure with respect to hazardous non-routine tasks.
- Maintaining a list of known hazardous chemicals used by employees and independent contractors.
- Communication of hazards.
- Training of employees and independent contractors.

Bud's Goods Facility Manager and the Chief Executive Officer shall maintain, review, and update the Hazard Communication policies and procedures and be responsible for:

- Implementation of the Bud's Goods' Hazard Communication policies and procedures.
- Ensure that OSHA records are maintained at all times.
- Train all Bud's Goods employees and visiting independent contractors.
- Provide documentation of all training and communications to the Human Resources Manager.

### **Personal Protective Equipment ("PPE")**

Bud's Goods' personal protective equipment (PPE) policies and procedures have been developed to identify work situations that require the use of PPE and to determine the proper selection and use of PPE. PPE will be selected and used to protect employees from the hazards and potential hazards that they are likely to encounter. Employees will wear appropriate PPE at all times.

All managers, will implement all aspects of Bud's Goods' PPE policies and procedures, including:

- Understanding of the applicable federal, state and local laws, regulations, ordinances, and other requirements, as well as best practice safety standards.
- Reviewing hazard assessments to determine the need for PPE.
- Acquiring the correct PPE.

- Training employees on the use of PPE.
- In coordination with the Human Resources Manager, documenting and maintaining employee PPE training.
- Ensuring PPE is available, provided and documented.
- Conducting hazard specific training for the use of PPE.
- Establishing inspections, maintenance and replacement procedures to make sure damaged PPE is not used.

All Managers will:

- Ensure all employees wear the appropriate PPE.
- Ensure that all employees have completed PPE training.
- Contact the Chief Operating Officer when a hazard or process has changed which may render previously used PPE ineffective.
- Comply with PPE policies as required and support the PPE program as necessary.
- Participate in quarterly training for the use and maintenance of PPE.
- Replace all damaged PPE.

Employees will:

- Inspect PPE before use, and ensure proper maintenance.
- Wear all assigned PPE and conduct assigned tasks in a safe manner.
- Notify a manager when PPE is damaged and needs to be replaced.
- Participate in quarterly training for the use and maintenance of PPE.
- Comply with PPE policies as required and support the PPE program as necessary.

### **Assessment**

For each hazard identified during the hazard assessment, PPE will be selected to protect the employee by creating a barrier against the workplace hazard. PPE will be selected to protect against any hazard that is present or likely to be present. PPE selections will be compliant with all applicable federal (excepting federal laws related to marijuana), state and local laws, regulations, ordinances, and other requirements.

All managers will choose PPE based on characteristics such as design, reliability, and suitability for the hazardous task. Managers will ensure the PPE selected offers a level of protection greater than the minimum required to protect employees from the identified hazards.

Upgraded PPE will be immediately provided if any change in facility status results in dangerous exposures to employees.

### **Fire Protection Plan**

All Bud's Goods employees, supervisors, and managers are expected to follow the procedures outlined in this plan to ensure that employees and consumers are protected. The Facility Manager and the Chief Executive Officer are responsible for the control of accumulation of flammable or combustible waste materials. In addition, the Facility Manager is responsible for maintenance of equipment and systems installed to prevent or control ignitions of fires (ex. Fire Extinguishers, fire hoses, etc.)

All Bud's Goods will be trained on and are responsible for understanding the following Safe Code of Work Practices:

- Flammables, including data sheets, books, rags, clothing, flammable liquids or trash shall not be placed or stored near heaters or their vents, any electrical appliance, or other potential sources of ignition.
- Sources of actual or potential heat such as hot plates or electric coffee pots shall not be placed near flammable materials. Portable space heaters and candles are prohibited.
- Care must be taken not to block potential escape routes, particularly with flammable materials.
- Each individual is personally responsible for assuring that extension cords and multiple plugs are in good condition. Cords that are missing the grounding prong, are spliced together, or that are missing their protective sheath shall not be used.

Additionally, fire control measures installed or available in work areas include installed and monitored sprinkler systems, fire extinguishers and fire alarms systems. The Facility has numerous Fire Extinguishers throughout the facility.

### **Emergency Action Plan**

The Bud's Goods emergency action plan serves to outline procedures for handling of emergency situations. This SOP shall apply to all employees. These protocols ensure the safety of all personnel in an emergency situation. The Compliance Officer will oversee policy compliance for personnel under his or her supervision. Facility managers are responsible for oversight of all the employees and all emergency procedures. All Bud's Goods employees will adhere to the policies and SOPs in this manual. All employees will have proper training in emergency preparedness as a condition of employment.

#### *Response to a Medical Emergency*

Medical problems may range from minor, isolated events such as a fall down the stairs to the significant events involving many people. All employees will be trained in the following responses to medical emergencies:

- They should assess the situation.
- If the person is conscious, Agents should ask him or her to tell them if anything hurts. If unconscious, Agents should gently inspect the person for obvious signs of injury.
- Agents should not move the person (especially if he or she indicates any pain) unless Agents are in imminent danger of further injury, e.g., an approaching fire.
- Agents should ask someone else to call 911 if Agents are helping an injured person.
- Agents should also call the manager if he or she is not present and inform them of the situation, the location, etc.
- Agents may render first aid if Agents are knowledgeable and willing, but if possible should



wait for qualified personnel to deliver medical attention.

- Agents should ask someone else to recover the first aid kit to utilize during the emergency and avoid coming in contact with blood, vomit, or other bodily fluids without the use of rubber gloves.
- Agents should not provide or administer any medicines and defer to emergency personnel once Agents arrive.
- Agents should limit their conversation with the person to reassurances and not discuss their injury, the accident, or what circumstances might have contributed to its cause, if possible.
- After the person has been given first aid and the incident is over, Agents should provide police or other emergency personnel with any details that Agents know.
- After the medical emergency is over, the injured person, witness, and/or supervisor should formally document the incident and maintain a record of it.

### Response to a Fire Emergency

- Activate nearest fire alarm (if installed)
- Notify the local fire department by calling 911
- If no fire alarm is available notify on-site personnel via:
  - Voice communication
  - Phone paging
  - Radio
- Fight the fire ONLY if:
  - The fire department has been notified
  - The fire is small and not spreading to other areas
  - Escaping the area is possible by backing up to the nearest exit
  - The fire extinguisher is in working condition and personnel are trained to use it
- Upon being notified of a fire emergency, occupants must:
  - Leave the building using designated escape routes
  - Assemble in the designated area
  - Remain outside until the competent authority (Designated Official or designee) announces that it is safe to re-enter.
- The Compliance Officer shall designate employees as emergency responders who shall:
  - Disconnect utilities and equipment unless doing so jeopardizes his/her safety
  - Coordinate an orderly evacuation of personnel
  - Perform an accurate headcount of personnel reported to the designated area
  - Determine a rescue method to locate missing personnel
  - Provide fire department personnel with the necessary information about the facility

### Extended Power Loss

In the event of an extended power loss to this facility, precautionary measures should be taken including but not limited to:

- Unnecessary electrical equipment and instruments should be turned off if power restoration causes a surge that could damage electronics and sensitive equipment.

If the power loss causes freezing temperatures within the building the following measures should be taken:

- Emergency eyewash station should be drained of water to avoid freezing and cracking of pipes.
- Equipment that contains fluids that can freeze due to long-term exposure should be drained of all such fluids.
- Propylene-glycol may be added to drains to prevent traps from freezing.

Upon restoration of power (and heat):

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming in circuitry.
- Water pipes should be checked for leaks after heat has been restored to prevent flooding.

### Chemical Spill

Spill containment and equipment to secure the area is located in the spill containment kit. Personal Protective Equipment (PPE) is located on supply shelves. Safety Data Sheets (SDS) are available online and printed versions are located in the Fertigation department, the Lab, and the Trim hallway.

When a large chemical spill (>4L) has occurred:

- Immediately notify the designated official and the emergency coordinator.
- Wear proper PPE such as gloves and eye protection.
- Contain the spill with available equipment (e.g. pads, brooms, absorbent powder, etc.)
- Secure the area and alert other personnel on site.
- Do not attempt to clean the spill up unless otherwise trained to do so.
- If anyone is injured, alert medically trained staff and call 911, if necessary.
- Call local spill cleanup company or fire department to perform cleanup on spill or for hazardous chemicals such as mercury.
- Evacuate building as necessary.
- In the event the spill is greater than 4L, the fire department or local spill cleanup company should be notified immediately.
- Dispose of all marijuana waste in a manner that is in accordance with the SDS and Disposal SOPs.

When a small chemical spill has occurred (<4L):

- Notify the emergency coordinator and/or supervisor.
- If toxic fumes are present secure the area to prevent other personnel from entering.
- Deal with spill in accordance with instruction in SDS.
- Wear proper PPE such as gloves and eye protection.
- Dispose of all waste in a manner that is in accordance with the SDS and Disposal SOPs.

### Bomb Threat

In the event of a bomb threat made in person or over the phone:

- Be calm and listen,
- Do not interrupt the caller,
- Record your name, time, and date,
- Record the following about the caller's identity:
  - Sex (Male or female)
  - Adult or juvenile
  - Origin of call (local, long distance, telephone booth):
  - Voice characteristics: loud/soft, high pitch/deep, raspy/pleasant, intoxicated, other
  - Accent: local/not local, foreign/regional, race
  - Speech: fast/slow, distinct/distorted, stutter/slurred/nasal
  - Manner: calm/angry, rational/irrational, coherent/incoherent  
deliberate/emotional, righteous/laughing
  - Language: excellent, good, fair, poor, foul
  - Background noises: factory, trains, machines, animals, music, quiet, office, voices, airplanes, street, party, traffic, atmosphere
- If told, record all the following facts:
  - When will it go off
  - Where is it located
  - What kind of bomb
  - What kind of package
- While on the phone or handling the person deploy the silent alarm button nearest your position.
- If the threat is made by phone, signal personnel to evacuate the facility immediately.
- As soon as possible call 911 and all company emergency contacts.

### Flood

- Stay calm and await instructions from designate emergency personnel or first responders.
- Shut down all utilities and equipment if it is safe to do so.
- Follow the recommended primary or secondary evacuation routes.

### Blizzard

- Stay calm and await instructions from designate emergency personnel or first responders.
- Stay indoors.
- If there is no heat:
  - Close off unneeded rooms or areas
  - Stuff towels or rags in cracks under doors
  - Cover windows
  - Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
  - Wear layers of loose-fitting, lightweight warm clothing, if available.

### Armed Robbery

All employees will be trained on how to respond to an armed robbery. Agents will receive initial training as a component of onboarding, re-fresher training annually and as needed throughout the year:

- 1) If a firearm is displayed, Agents should assume it is real and loaded.
- 2) Agents should not do anything that would jeopardize their safety or the safety of others.
- 3) Agents should remain calm and not make any sudden moves. If Agents must put their hands into a pocket or make any other moves, explain the action before doing it. If the robber(s) have a weapon, they will likely use it if provoked.
- 4) Agents should activate alarms ONLY if Agents can do so safely and without detection.
- 5) Agents should follow the directions of the robber(s), but not volunteer to anything more than asked.
- 6) If the robber hands them a note, Agents should drop it on the floor or place it out of sight to retain as evidence.
- 7) Agents should study the robber(s) as carefully as possible without being obvious, noting height, weight, race, age, clothing, jewelry, sex, speech characteristics, scars, tattoos, physical characteristics, gait, and method of operation.
- 8) Agents should note the number of accomplices and where they stood, paying special attention to the way the robbers address each other because under stress, they may use real names.
- 9) Agents should note the type of weapon used by the robber and where he or she carried it.
- 10) Agents should note the direction in which the robber(s) departed and how they carried the money or cannabis away (sack, bank bag, etc.).
- 11) Agents should try to remember exactly what the robber(s) said.
- 12) Agents should prioritize their safety and the safety of others because money or cannabis can be recovered or replaced but a life cannot.

After an armed robbery, any employee can call 911 to report the robbery and provide their name and location. Agents should not leave the phone until they have answered all of the operator's questions. If injury occurred, Agents should advise the police if an ambulance is needed. The person who actually dealt with the robber(s) should be near the person designated to telephone the police to assist in answering any questions.

As soon as the robbery has been reported to the police, the employees should lock all doors, ask all witnesses to remain, and allow no one to enter until officers arrive. Agents should not touch anything. All persons who dealt with the robber or were present during the robbery should immediately begin writing all they can remember of the incident but not discuss the robbery with anyone until after Agents have given their information to the police.

### Active Shooter

The U.S. Department of Homeland Security defines an active shooter as "an individual actively engaged in shooting or attempting to shoot people in a confined and populated area." Bud's Goods will teach all employees the DHS-recommended procedures of Run.Hide.Fight. if they find themselves in an area with an active shooter:

- 1) **Evacuate (RUN):** If employees are in the building where an active shooter is present, they should look and listen for indications of where the threat is. If they see people fleeing from a particular area, they know that the threat is in that area and could be coming toward them. They can try to evacuate the building if the nearest route is away from the active shooter or move to

a room that can be locked (safe room). If they cannot evacuate or move to a safe room, they should move away from the threat and away from the noise and commotion.

- 2) **Lockdown and Shelter-in-Place (HIDE):** If they cannot safely evacuate the area, the best option is for the employees to find a room with a door that locks from the inside. If the door does not lock, they should barricade it with large heavy objects such as desks, tables, file cabinets, furniture, and books to make entry as difficult as possible. They should locate an area with ballistic cover, not just visual concealment, because cover stops and slows bullets while concealment does not. If for some reason the employees are caught in an open area such as a hallway or reception area, they can try to hide, remain as quiet and calm as possible, or “play dead” to avoid detection.

Employees should also:

- Cover windows and draw blinds
- Turn off radios and computer monitors
- Keep out of sight
- Silence cell phones and remain as quiet as possible

**Confront the Shooter (FIGHT):** If the employees come face to face with the assailant, as a last resort and because no single procedure can be recommended in this situation, they should attempt to quickly overpower the individual with force in the most violent manner possible. If the employees are with other people they should work as a collective group to overcome the shooter by yelling “Gun!”, throwing items at the shooter’s head to distract him or her, grabbing the weapon, or holding the shooter for police. They should remember that in most cases, the attacker will continue to shoot victims unless he or she is stopped.

### **Emergency Training**

Bud’s Goods will prioritize frequent training so all employees are familiar with the contents of the emergency management plan. Bud’s Goods will plan and schedule the emergency exercises to minimize disruption of normal business operations and maximize participation of employees and management. Due to the severity of many emergencies, Bud’s Goods will conduct semiannual emergency training exercises including bomb threat, fire, active shooter, armed robbery, and medical emergency drills and maintain a record of all training, noting any issues during these drills, so that solutions will be implemented before the next drill. Training will include the emergency evacuation plan, including regular evacuation drills that practice varying escape routes in the event the designated evacuation route is not available.

## **Exhibit F: Prevention of Diversion**

Bud's Goods' operating policies and procedures ensure prevention of diversion, theft, and illegal or unauthorized conduct pursuant to the Commission's Adult Use of Marijuana regulations codified in 935 CMR 500.000. Considerations regarding diversion prevention measures include, but are not limited to, marijuana establishment agent and consumer accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport, analysis, or retail sale is to be stored and tracked in a manner that prevents diversion, theft, or loss.

More specifically, diversion measures include policies and procedures requiring that:

- Employees are made aware of crime prevention techniques pursuant to 935 CMR 500.105(1)(b).
- Any marijuana establishment agent who has diverted marijuana will be immediately dismissed, which will be reported to law enforcement and to the Commission pursuant to 935 CMR 500.105(1)(m).
- All employees involved in the handling and sale of marijuana for adult use will complete a responsible vendor training program with a curriculum covering diversion prevention and prevention of sales to minors and will comply with all other marijuana establishment agent training requirements under 935 CMR 500.105(2).
- Display samples of each product offered for sale will be displayed in secure, locked cases, subject to the requirements of 935 CMR 500.110.
- Bud's Goods will only engage in reasonable marketing, advertising, and branding practices that do not promote the diversion of marijuana and that comply with all other marketing and advertising requirements under 935 CMR 500.105(4).
- Warning statements required by the Commission's regulations will be affixed to all applicable products, and Bud's Goods' labels will comply with all other labeling of marijuana and marijuana products requirements under 935 CMR 500.105(5).
- Tamper or child-resistant packaging will be used for applicable marijuana products, and Bud's Goods' products will comply with all other packaging of marijuana and marijuana products requirements under 935 CMR 500.105(6).
- Bud's Goods will maintain real-time inventory and will track and tag all marijuana seeds, clones, plants, and marijuana products, using Metrc as the seed-to-sale methodology in a form and manner to be approved by the Commission.
- Records will be kept for inventory, seed-to-sale tracking for all marijuana products, personnel (including documentation of the completion of required training), and waste disposal, and Bud's Goods will comply with all other record keeping requirements under 935 CMR 500.105(9).
- Marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, will be stored in a separate area, until such products are destroyed; and Bud's Goods will comply with all other storage requirements under 935 CMR 500.105(11).
- Two or more marijuana establishment agents will witness and document how the marijuana waste is disposed or otherwise handled, and Bud's Goods will comply with all other waste disposal requirements under 935 CMR 500.105(12).
- All transported marijuana products will be linked to Metrc; all vehicles transporting marijuana will be staffed with a minimum of two marijuana establishment agents; and any

vehicle accidents, diversions, or other reportable incidents that occur during transport will be reported to the Commission and law enforcement within 24 hours. Bud's Goods will comply with all other transportation requirements under 935 CMR 500.105(13).

- All security requirements under 935 CMR 500.110 will be followed, including:
  - Implementing sufficient safety measures to deter theft of marijuana and marijuana products and prevent unauthorized entrance into areas containing marijuana and marijuana products at Bud's Goods' adult-use marijuana establishment location to protect the premises, employees, Bud's Goods' agents, consumers, and the general public;
  - Adopting procedures to prevent loitering and to ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission's regulations and its enabling statute are allowed to remain on the premises;
  - Storing all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss;
  - Restricting access to employees, agents or volunteers specifically permitted by Bud's Goods, agents of the Commission, state and local law enforcement and emergency personnel, and all other limited access areas requirements under 935 CMR 500.110(4);
  - Implementing an adequate security system to prevent and detect diversion, theft or loss of marijuana, notifying law enforcement and the Commission within 24 hours of a diversion, theft or loss of any marijuana product, and all other security and alarm requirements under 935 CMR 500.110(5); and
  - Obtaining, at Bud's Goods' own expense, a security system audit by a vendor approved by the Commission, and all other security audits requirements under 935 CMR 500.110(10).

TOWN OF LAKEVILLE AND TRICHOME HEALTH CORP.  
HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 25<sup>th</sup> day of September, 2018 by and between Trichome Health Corp., a Massachusetts for-profit corporation formed under MGL ch.180 *et seq.* with a principal office address of 12 Pennsylvania Avenue, Newton, MA 02464 ("Company") and the Town of Lakeville, a Massachusetts municipal corporation with a principal address of 346 Bedford Street, Lakeville, Massachusetts 02347, ("the Town"), acting by and through its Board of Selectmen in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate a licensed Recreational Marijuana Establishment ("RME") for the cultivation, processing, product manufacturing and retail sale of recreational marijuana at 475 Kenneth Welch Drive, Lakeville, MA (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 105 CMR 750.00 and/or 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the RME and receives all required local permits and approvals from the Town;

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 RME, 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, the Company 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. Annual Payments**

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of a RME, 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 the Company to locate, occupy and operate the RME in the Town, then the Company agrees to provide the Annual Payments set forth below. (Provided, however, that if the Company fails to secure any such other license



and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.)

A. Community Impact Fee

The Company 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, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from marijuana and marijuana product sales at the Facility. The term "gross sales" shall mean the total of all retail sales transactions of the Facility without limitation, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility including but not limited to any gross sales related to any uses/establishments allowed under G.L. c. 94G. For those licensed entities who derive revenue from service fees, such as laboratories, research facilities and/or transporters, gross sales shall mean all gross revenue derived from such service fee and other income of the establishment.

The Annual Community Impact Fee shall be made quarterly per the Town's fiscal year (July 1- June 30). If necessary, the Annual Community Impact Fee for the first quarter of operation shall be prorated. The quarterly payment shall be made within 30 days following the end of each 3 months of operation, and shall continue for a period of five (5) years. Nine months (9) prior to the conclusion of each of the respective five year terms, the parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Said Amendment shall be in place at least six (6) months prior to the expiration of the five (5) year term.

2. 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, permitting and consulting services, and any other impacts upon the Town.

B. Additional Costs, Payments and Reimbursements

In addition to the Annual Community Impact Fee, the Company agrees to pay the following under the condition of the local permit:

1. \$25.00 per pound of Adult Use Recreational Marijuana produced at the Facility and either sold at locations outside of Lakeville either by the Company or via a wholesale sale (unless otherwise included in gross sales) or used in the production of other marijuana products either sold at locations outside of Lakeville either by the Company or via a wholesale sale, (the "RME Production Payment").

This Payment shall be paid on an annual basis, paid quarterly, commencing thirty days following the first day of the first full calendar quarter month after the certificate of occupancy is issued for any part of the Facility.

In no event shall this Payment ever be decreased. The parties hereby recognize and agree that this Payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

2. The Company shall pay the Town a one-time payment of \$50,000.00. Said payment is due three months after the date of the first sale at the Facility. This payment shall not become due if already paid to the Town of Lakeville under a Host Community Agreement for the same Company and facility. The parties hereby recognize and agree that this one-time payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d). This payment shall not become due if already paid to the Town of Lakeville under the medical Host Community Agreement between the Town and the Company approved by the Board of Selectmen on June 13, 2018.
3. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
4. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
5. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town to third parties in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility 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.

6. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days following written notice of non-payment, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

### C. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town an amount no less than \$10,000 unless otherwise required and fulfilled in an executed and valid Host Community Agreement with the Town of Lakeville, said charities/non-profit organizations to be determined by Board of Selectmen in its reasonable discretion. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the commencement of the operations, and shall continue for the term of this Agreement. For purposes of clarity, Trichome will not be required to make the foregoing contribution provided that it makes a \$10,000 annual contribution as required under its previously executed medical Host Community Agreement.

#### 1. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit annual financial statements to the Town within 30 days after the payment of its Annual Community Impact Fee with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

### **3. Local Vendors and Employment**

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort 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 RME when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

### **4. Local Taxes**

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company 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 the Company 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, §38, or (iii) if the Company 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 the Company 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 the Company under Section 2 of this Agreement.

### **5. Security**

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the 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 RME, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company 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.

## **6. Community Impact Hearing Concerns**

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

## **7. Additional Obligations**

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

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 a RME to operate in the Town, or to refrain from enforcement action against the Company and/or its RME for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

## **8. Re-Opener/Review**

The Company or any "controlling person" in the Company, 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 the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a RME with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then, at the sole discretion of the Board of Selectmen, the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

## 9. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility 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 Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

## 10. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates a RME in the Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

## 11. Successors/Assigns

The Company 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 from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

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

## 12. 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 Town]:

Board of Selectmen  
Town of Lakeville  
346 Bedford Street  
Lakeville, MA 02347

To Licensee:

Trichome Health Corp.  
12 Pennsylvania Avenue  
Newton, MA 02464

**13. 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. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

**14. Governing Law**

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

**15. Entire Agreement**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company 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 the parties hereto.

**16. Amendments/Waiver:**

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

**17. 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.

**18. 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.

**19. Signatures**

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

**20. 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 the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

**21. Nullity**

This Agreement shall be null and void in the event that the Company does not locate a RME in the Town or relocates the RME out of the Town, provided, however, that if the Company decides not to locate a RME in the Town, the Company 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, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the RME within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

**22. Indemnification**

The Company 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 Property and/or Facility. 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 (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company 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.

**23. 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 the Company.

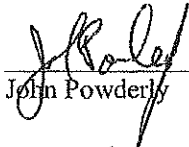
[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF LAKEVILLE  
BOARD OF SELECTMEN



\_\_\_\_\_  
Aaron Burke, Chairman



\_\_\_\_\_  
John Powderly



\_\_\_\_\_  
Miriam Hollenbeck

TRICHOME HEALTH CORP.



\_\_\_\_\_  
Alexander Mazin  
Chief Executive Officer  
Duly Authorized

# 8b



**Town of Lakeville**  
Lakeville Town Office Building  
346 Bedford Street  
Lakeville, Massachusetts 02347

OFFICE OF  
ZONING BOARD OF APPEALS  
*Secretary: Cathy Murray*

**TO:** Building Department  
Planning Board ✓  
Conservation Commission  
Board of Health

**FROM:** Board of Appeals

**DATE:** October 1, 2021

**RE:** Attached Petition for Hearing  
DeCost – 129 Staples Shore Road

Attached please find a copy of one (1) Petition for Hearing, which has been submitted to the Board of Appeals. The hearing for this petition will be held on October 21, 2021.

Please review and forward any concerns your Board may have regarding this petition to the Board of Appeals, if possible, no later than Monday, October 18, 2021.

Thank you.

Petition to be  
filed with Town Clerk

EXHIBIT "A"

TOWN OF LAKEVILLE  
MASSACHUSETTS

ZONING BOARD OF APPEALS  
PETITION FOR HEARING

Name of Petitioner: DONNA J. DELOST

Mailing Address: 129 STAPLES SHORE RD.

Name of Property Owner: DONNA J. DELOST

Location of Property: 129 STAPLES SHORE RD.

Property is located in a  residential  business  industrial (zone)

Registry of Deeds: Book No. 24793 Page No. 179

Map 64 Block        Lot 3 13

Petitioner is:  owner  tenant  licensee  prospective purchaser

Nature of Relief Sought:

Special Permit under Section (s)        of the Zoning Bylaws

Variance from Section (s)        of the Zoning Bylaws.

Appeal from Decision of the Building Inspector/Zoning Enforcement Officer

Date of Denial       

Brief to the Board: (See instructions on reverse side - use additional paper if necessary.)

ADDING SECOND FLOOR WITH A STAIRWAY  
FOR STORAGE OVER EXISTING GARAGE

I HEREBY REQUEST A HEARING BEFORE THE ZONING BOARD OF APPEALS WITH REFERENCE TO THE ABOVE PETITION OR APPEAL. ALL OF THE INFORMATION ON THIS PETITION, TO THE BEST OF MY KNOWLEDGE, IS COMPLETE AND ACCURATE AND CONFORMS TO THE REQUIREMENTS ON THE BACK OF THIS PETITION FORM.

Petitioner: DONNA J. DELOST

Date: 9/12/21

Signed: Donna J. Delost

Telephone: 508-989-4638

Owner Signature: Donna J. Delost

Owner Telephone: ↑ Same

(If not petitioner)  
(REFERENCE THE REVERSE SIDE OF THIS APPLICATION FOR FURTHER INSTRUCTIONS IN FILING YOUR PETITION.)

RECEIVED  
SEP 16 2021

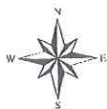
WILL YOU HAVE A REPRESENTATIVE OTHER THAN YOURSELF?

Yes  No

JEFFERSON CRAFFORD, OWNER  
(Name and Title) STB CONSTRUCTION

BOARD OF APPEALS

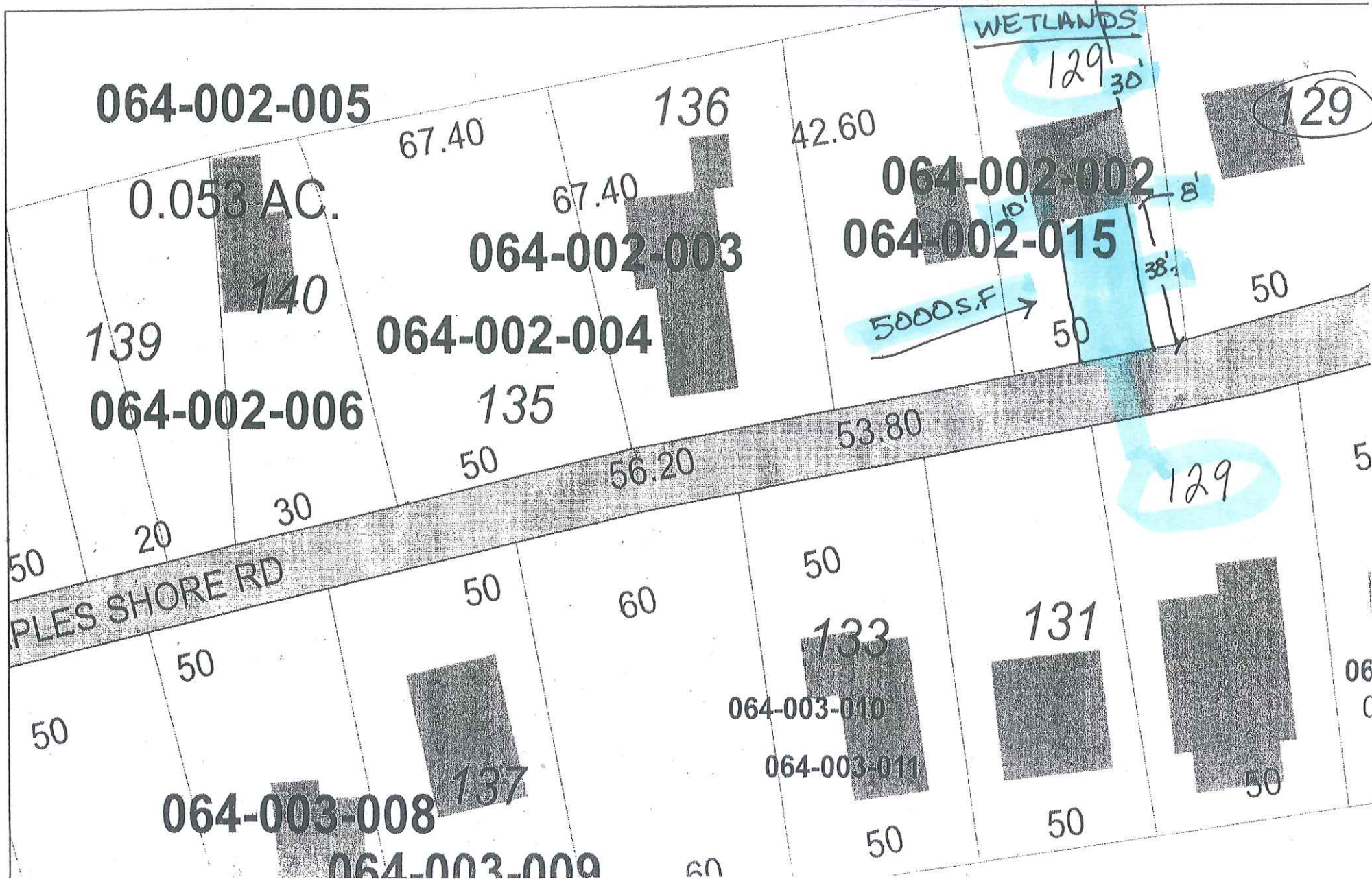
# DECOST- 129 STAPLES SHORE RD



September 9, 2021

Lakeville, MA

1 inch = 35 Feet





# Double 1-3/4" x 16" VERSA-LAM® 2.0 3100 SP

PASSED

## RB01 (Roof Beam)

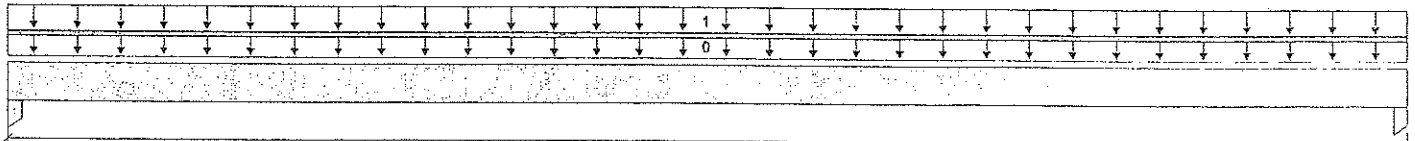
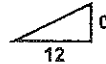
Dry | 1 span | No cant.

August 23, 2021 08:37:29

BC CALC® Member Report  
Build 8013

Job name:  
Address: 129 Staples Shore Road  
City, State, Zip:  
Customer:  
Code reports: ESR-1040

File name:  
Description:  
Specifier:  
Designer: Mike Gajewski  
Company: MidCape Home Centers



B1 22-00-00 B2

Total Horizontal Product Length = 22-00-00

### Reaction Summary (Down / Uplift) (lbs)

Bearing	Live	Dead	Snow	Wind	Roof Live
B1, 5-1/2"		1553 / 0	4125 / 0		
B2, 5-1/2"		1553 / 0	4125 / 0		

### Load Summary

Tag	Description	Load Type	Ref.	Start	End	Loc.	Live 100%	Dead 90%	Snow 115%	Wind 160%	Roof Live 125%	Tributary
0	Self-Weight	Unf. Lin. (lb/ft)	L	00-00-00	22-00-00	Top		16				00-00-00
1	Ground Snow Load	Unf. Area (lb/ft²)	L	00-00-00	22-00-00	Top		10	30			12-06-00

### Controls Summary

	Value	% Allowable	Duration	Case	Location
Pos. Moment	29024 ft-lbs	67.5%	115%	4	11-00-00
End Shear	4753 lbs	38.8%	115%	4	01-09-08
Total Load Deflection	L/259 (0.983")	69.6%	n/a	4	11-00-00
Live Load Deflection	L/356 (0.714")	67.4%	n/a	5	11-00-00
Max Defl.	0.983"	98.3%	n/a	4	11-00-00
Span / Depth	15.9				

### Bearing Supports

	Dim. (LxW)	Value	% Allow Support	% Allow Member	Material
B1	Column 5-1/2" x 3-1/2"	5678 lbs	n/a	39.3%	Unspecified
B2	Column 5-1/2" x 3-1/2"	5678 lbs	n/a	39.3%	Unspecified

### Cautions

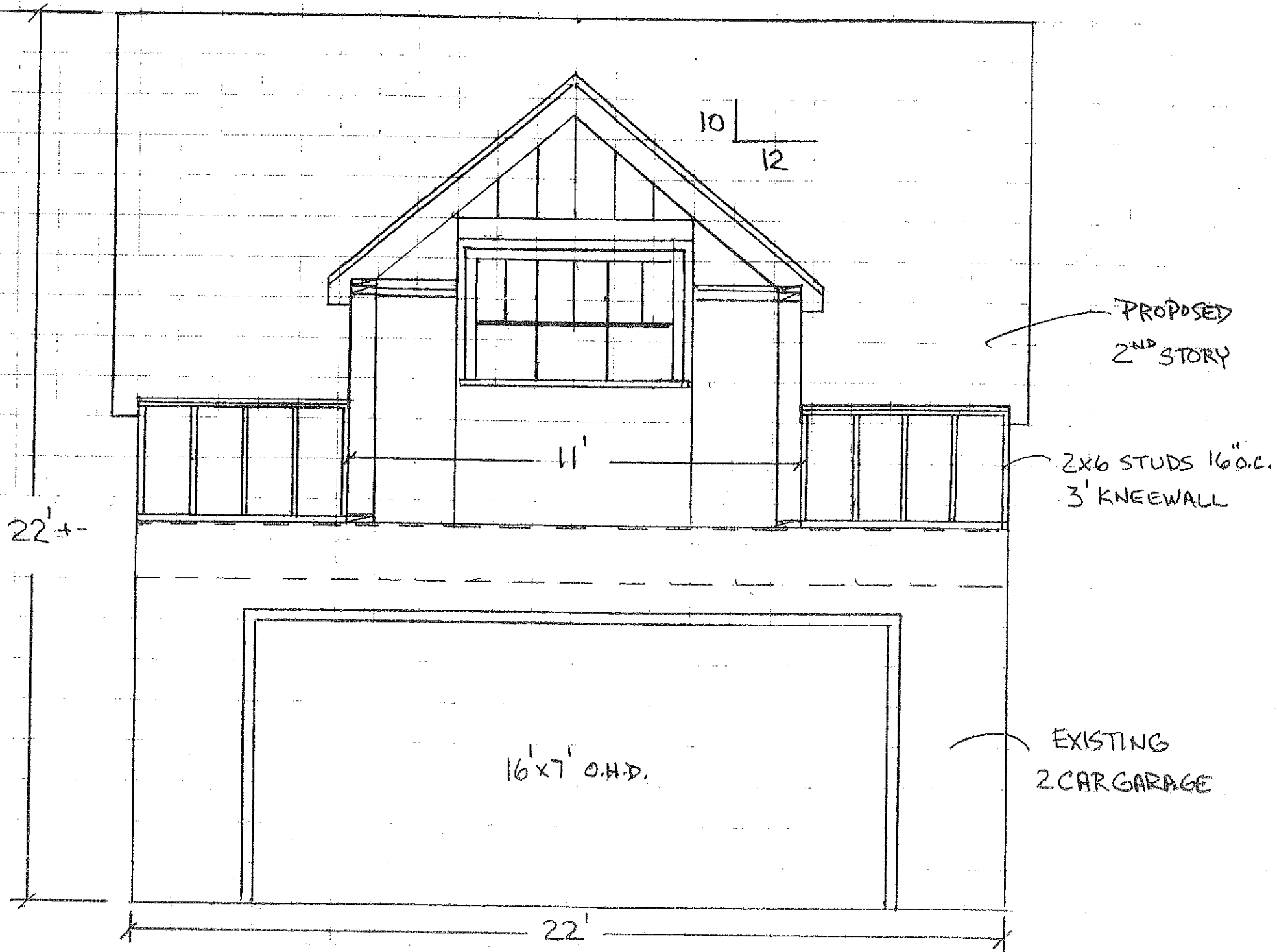
For roof members with slope (1/4)/12 or less final design must ensure that ponding instability will not occur.  
For roof members with slope (1/2)/12 or less final design must account for Rain-on-Snow surcharge load.

### Notes

Design meets Code minimum (L/180) Total load deflection criteria.  
Design meets Code minimum (L/240) Live load deflection criteria.  
Design meets arbitrary (1") Maximum Total load deflection criteria.  
BC CALC® analysis is based on IBC 2009.  
Design based on Dry Service Condition.  
Calculations assume member is fully braced.

GARAGE PROJECT  
129 STAPLES SHORE RD.

JEFF CRAFTFORD  
JTB CONST.  
774-406-1656

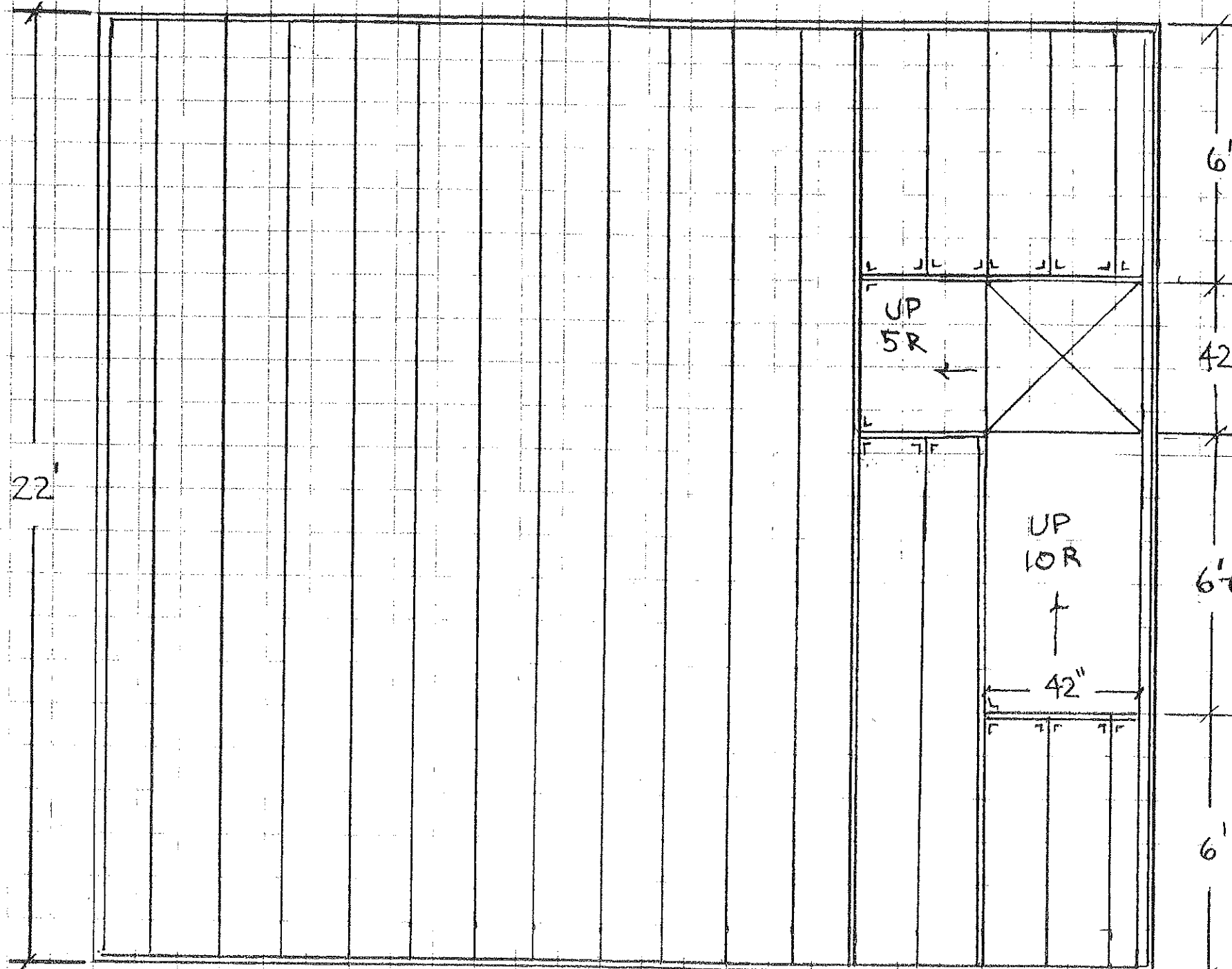


- FRONT ELEVATION -

SCALE - 1/4" = 1'

FRONT

22'



6'

42"

BACK

6'6"

UP  
10R

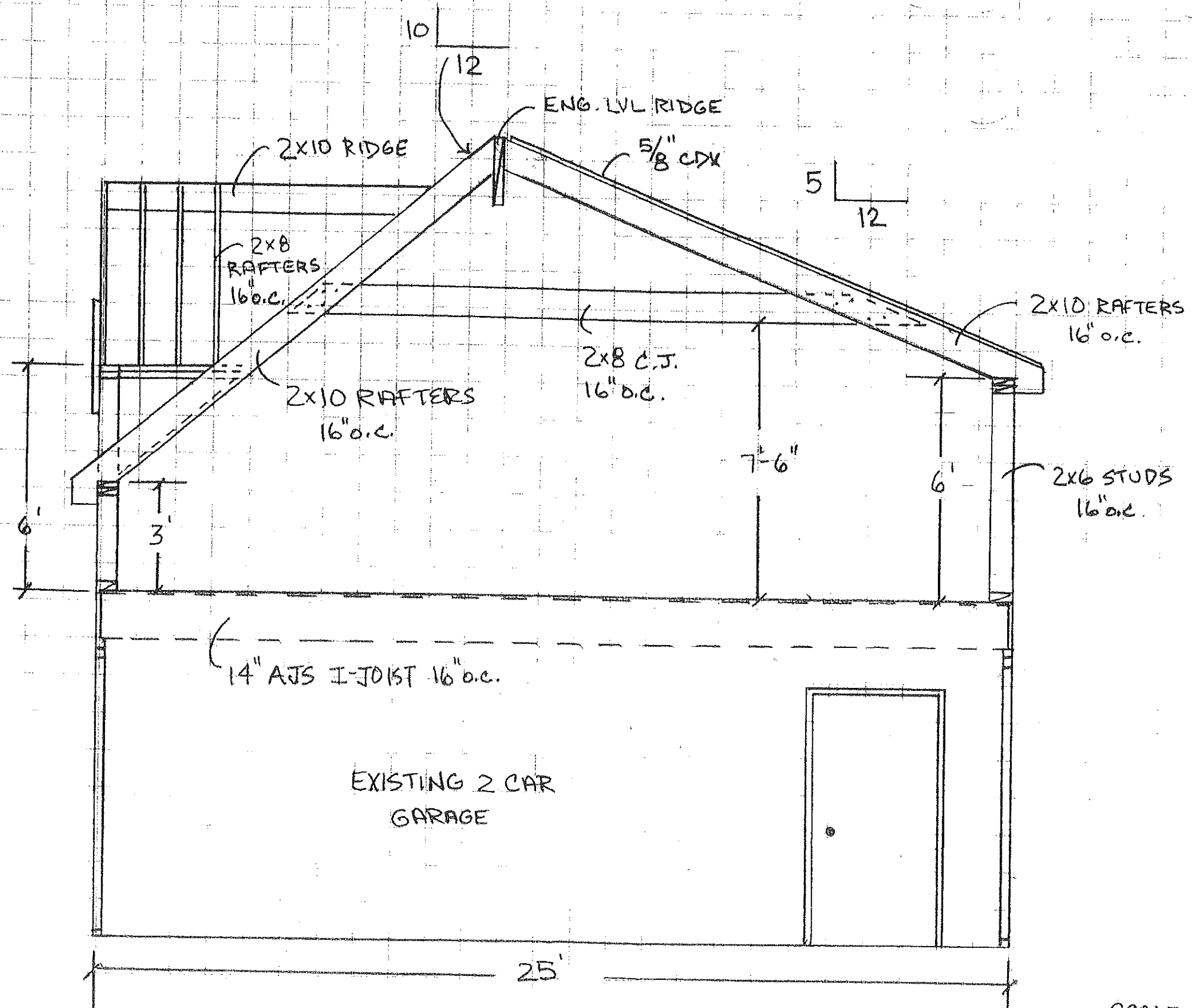
42"

6'

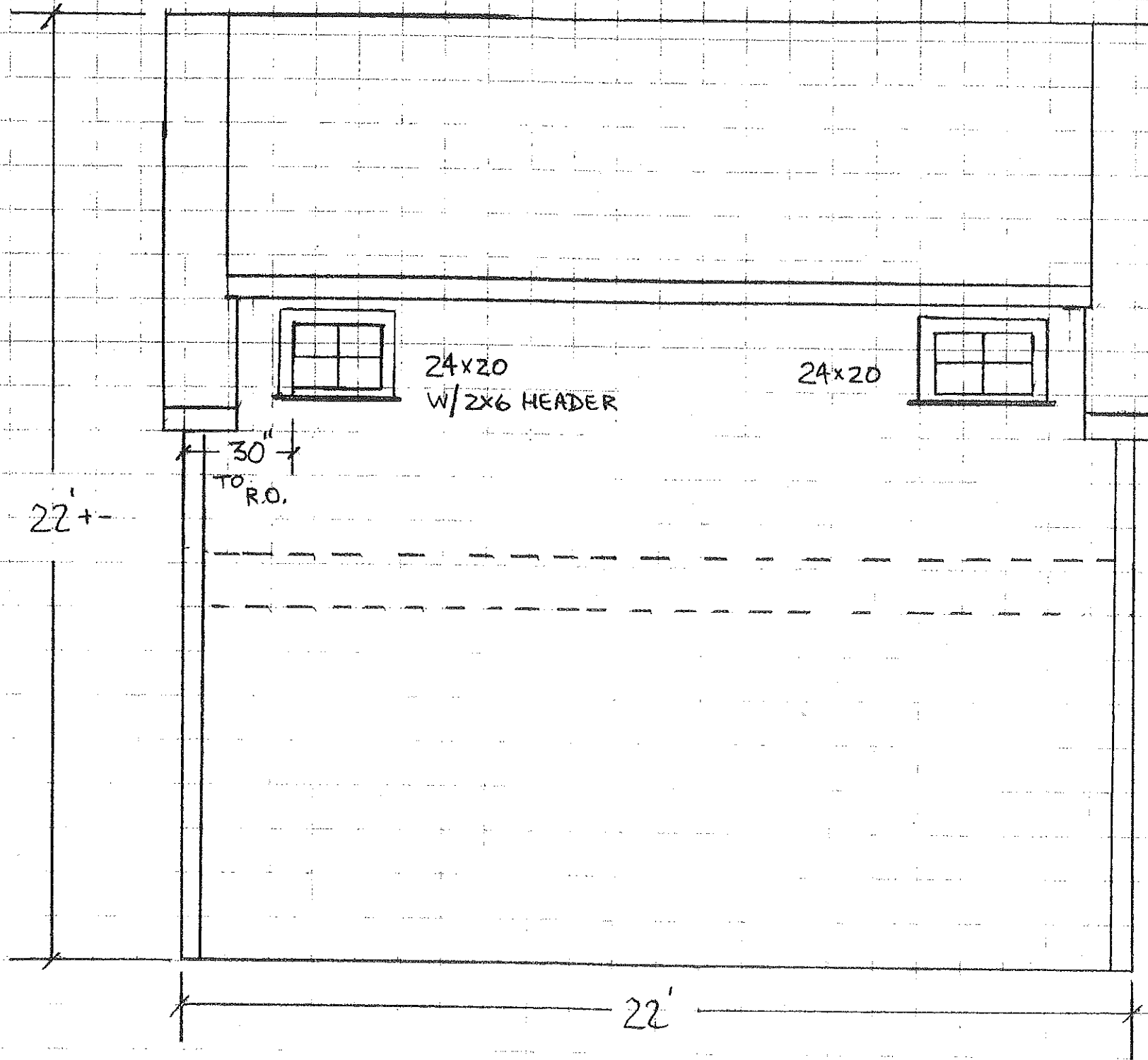
25'

- FLOOR FRAMING PLAN -

SCALE - 1/4" = 1'

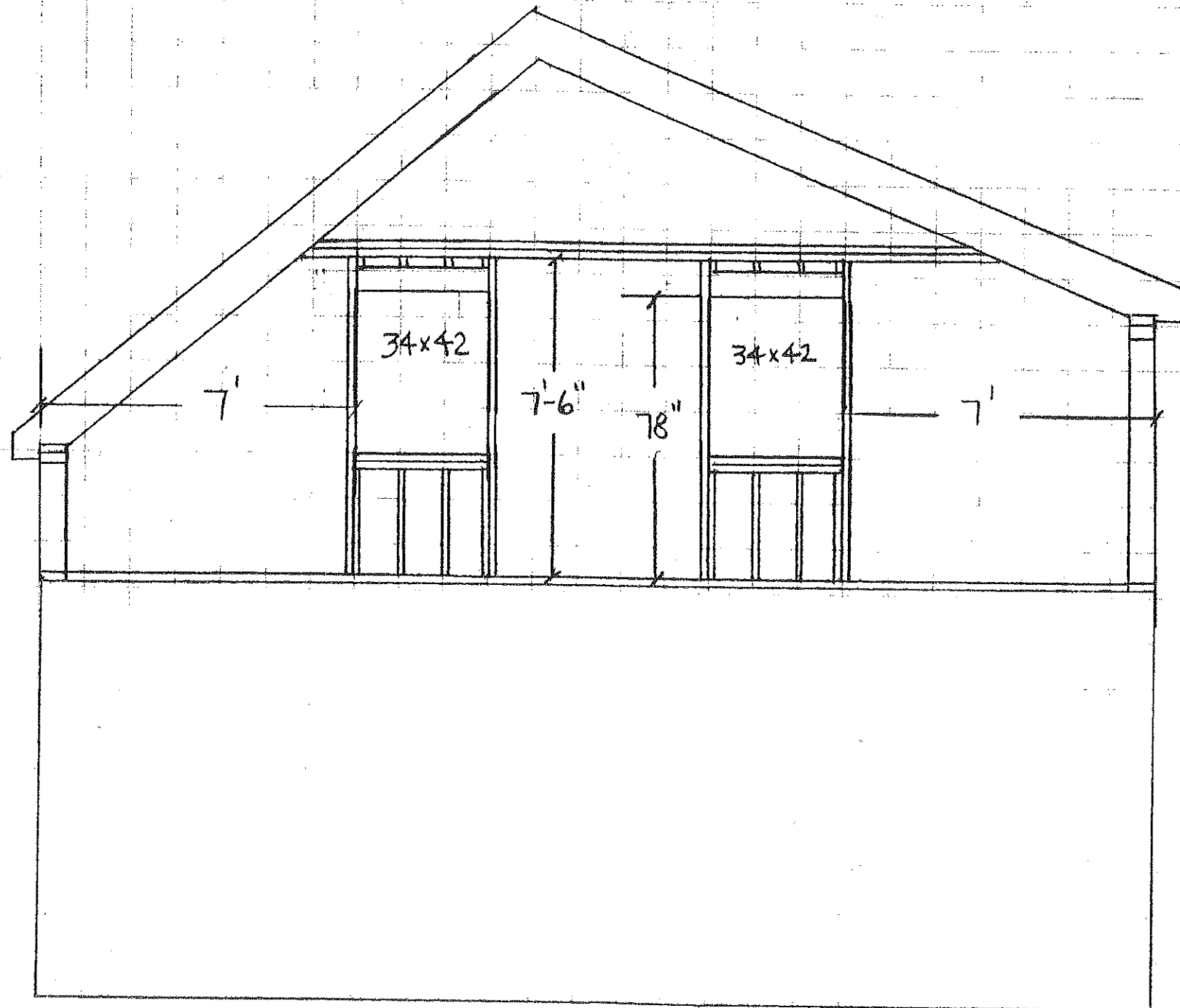






- REAR ELEVATION -

SCALE - 1/4" = 1'



- GABLE WINDOW DETAIL -

SCALE -  $\frac{1}{4}'' = 1'$

**Planning Board  
Lakeville, Massachusetts  
Minutes of Meeting  
September 23, 2021  
Remote meeting**

On September 23, 2021, the Planning Board held a remote meeting. It was called to order by Chairman Knox at 7:00 p.m. LakeCam was recording, and it was streaming on Facebook Live.

**Members present:**

Mark Knox, Chair; Peter Conroy, Vice-Chair, Michele MacEachern, Jack Lynch

**Others present:**

Leo Bisio, applicant

**Agenda item #1**

Mr. Knox read this item into the record. It was an explanation of how the provisions of Chapter 20 of the Acts of 2021 allowed the Board to continue to meet remotely.

**Request for endorsement of a Definitive Plan submitted by Bisio and Son Contracting, Inc.**  
for a four (4) lot subdivision located at Rachel's Way including 3 Rachel's Way, M014-B004-L006-2 and 4 Rachel's Way, M014-B004-L005-03

Mr. Knox said it was his understanding that the appeal period is up, and they need to vote to endorse the plan as a formality.

Mr. Knox then made a motion, seconded by Ms. MacEachern, to endorse and sign the Definitive Plan for Rachel's Way, previously referenced.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

**Housing Production Plan – update**

Mr. Knox said they did have some costs that were included in their packets from SRPEDD. There were three different tiers and costs. Had anyone had a chance to look through them? It looks like the higher priced options offer more public workshops as well as additional analysis topics. Ms. MacEachern noted at their last meeting, there had been some questions which she had not seen answered in the documents that had been received. Mr. Knox agreed and said that he had wanted to know if the Plan they were going to pay for looks like the samples they were given, specifically

there had been 10- and 18-year histories. He knew that Ms. Mancovsky was traveling and was unsure if she would make the meeting. As she was so instrumental in pulling this altogether, he would recommend continuing discussion on this until their next meeting when she was present.

Mr. Knox then made a motion, seconded by Ms. MacEachern, to continue this agenda item until their October 14<sup>th</sup> meeting.

Mr. Conroy asked if they should go with the highest amount for now just to get that on the Warrant. Mr. Knox replied he would speak with Mr. Sky tomorrow, but he would not want to leave approved additional funding on the table that was unused. Mr. Conroy asked if it was advantageous to the Town to have this done. Mr. Knox believed that this was an item that had to be completed, but he would find that out.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

### **Sign By-law - update**

Mr. Knox advised that included in their packet was some of the changes that he and Ms. MacEachern had proposed to the sign by-law which were in red. The Building Commissioner had also gone through the bylaw and indicated all the places where the word sign was, which was in yellow. Ms. MacEachern advised based on their last meeting, she added a few items that were in purple. One of the things that had been talked about was the brightness of the lumens which had also been included. It appears that 100 lumens is a standard brightness. She also had added the following under requirements for the granting of a Special Permit for an Electronic Sign or message board:

- Electronic signs shall be under 12 square feet in size.
- They shall be turned off during the overnight hours from 11:00 p.m. until 6:00 a.m.
- They shall not exceed 100 lumens (or the equivalent)

Mr. Knox noted that he would have the goal of bringing some of these things back to the Planning Board for a Special Permit rather than ZBA. It might be for items such as signs, anything for business or industrial zones, site plan review, or property use. It would be something that both Boards could agree on. He advised that he will continue to work with Ms. MacEachern and will try to have something back for the Board for their next meeting.

Mr. Knox then made a motion, seconded by Mr. Conroy, to continue this agenda item, proposed sign by-law, until their October 14<sup>th</sup> meeting at 7:00 p.m.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

### **Design standards – Discuss how to implement for business zoned development**

Mr. Knox said he thought Ms. Mancovsky and Mr. Dixon were going to work on this. He would recommend this go on their next agenda.

Mr. Knox then made a motion, seconded by Ms. MacEachern, to continue this agenda item, design standards, until their October 14<sup>th</sup> meeting at 7:00 p.m.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

#### **Julia's Way – Release of Covenant - update**

Mr. Knox advised they had received some opinions back from Town Counsel, which he read into the record. Atty. Kwesell stated a letter from an engineer certifying that the private roadway had been constructed in general compliance with the approved plans and the Certificate of Approval is enough to release the covenant.

Mr. Knox made a motion, seconded by Mr. Lynch, that the Planning Board sign and release the covenant for Julia's Way.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

#### **Master Plan Implementation – Fee Review Project - update**

Mr. Knox read the opinion from Town Counsel regarding the proposed fee schedule into the record. He asked Ms. MacEachern if Atty. Kewell's notes gave them a clear path to some minor changes. Ms. MacEachern replied that she referenced that they don't have a Planner but since the Town is currently pursuing hiring a Planner; she thought that addressed part of her concern. They were very careful with the fees to make sure they were comparable to similar Towns around them.

Ms. MacEachern said the major concern seemed to be with the fee per acre in the DO District. She was not sure what the best option was. Mr. Knox asked if they should come up with a tiered Special Permit for the DO district. Mr. Conroy asked if they should go with a flat fee. \$12,500 would be \$500 per acre with a minimum of 25 acres. Mr. Knox said it appears the fee should be driven more by the task at hand, rather than the acreage. Ms. MacEachern suggested by structure size or lot coverage. Mr. Knox said he would suggest looking at other Towns to see if they had a similar type of development opportunity and some type of tiered cost. Could they do it based on building footprint size or impervious coverage? After further discussion, it was agreed based on the comments from Town Counsel to revisit some of the items at their next meeting.

Mr. Knox made a motion, seconded by Mr. Conroy, to continue this agenda item, fee review project, until their October 14<sup>th</sup> meeting at 7:00 p.m.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

### Approve Meeting Minutes

Mr. Knox made a motion, seconded by Mr. Conroy, to approve the Minutes from the September 9, 2021, meeting.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

### Old Business – Nature’s Remedy Decision-informational

Ms. Murray advised this was a copy of the ZBA’s decision for Nature’s Remedy. The Board had reviewed the Site Plan, and she thought they might find the copy of the decision helpful.

### Old Business – Correspondence from Harold Card – update

Ms. Murray said at their last meeting there had been a question regarding the removal of a parcel from 61A and if it was only for the Form A lot or if it included the land behind it. She had checked with the Assessors and was told that the only thing that Mr. Card had requested was the lot that had been listed, and that was what all the paperwork indicated. Mr. Knox advised that he had been asked to attend a meeting regarding 61A and the process the Town will take if it wants to act. The Town only has 30 days which might expire by the time they received recommendations back from the related Boards.

### New Business – Appoint member to the Hazard Mitigation Plan Committee

Mr. Conroy said that he would be willing to take this on.

Mr. Knox made a motion, seconded by Ms. MacEachern, to appoint Mr. Conroy as the Planning Board’s representative to the Hazard Mitigation Plan Committee.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

### New Business – Discuss meeting dates for November

Ms. Murray noted that because of Veteran’s Day and Thanksgiving, there is not a Planning Board meeting scheduled in November. It was proposed to schedule November 4<sup>th</sup> and November 18<sup>th</sup>. At that time, they could then determine if a meeting was needed.

### New Business – Schedule public hearing for fall Town Meeting

Ms. Murray advised it was too late to schedule anything for their next meeting, but there was time to have it advertised for their October 28<sup>th</sup> meeting but they would have to vote on it tonight.

Mr. Knox made a motion, seconded by Mr. Conroy, to hold two public hearings on October 28, 2021, at 7:00 p.m. One is to change the Board of Selectmen to the Select Board and the other one is to clarify the by right and special permit uses for the Marijuana Overlay District.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

**Next meeting**

Mr. Knox advised the next meeting is scheduled for October 14, 2021, at 7:00 p.m. There would also be a Plan Approval Authority meeting. That meeting would be at 6:45 p.m.

**Adjourn**

Mr. Knox made a motion, seconded by Ms. MacEachern, to adjourn the meeting.

**Roll Call Vote:** Mr. Conroy-Aye, Ms. MacEachern-Aye, Mr. Lynch-Aye, Mr. Knox-Aye

Meeting adjourned at 7:50.

#11a

**COSTELLO & GREYDANUS**

*Attorneys At Law*

44 PLEASANT STREET  
BRIDGEWATER, MASSACHUSETTS 02324

PAUL A. COSTELLO, JR.  
Email: PCostello@Cosgrey.com

TELEPHONE (508) 697-1981  
FACSIMILE (508) 697-8668

SAMUEL E. GREYDANUS, III\*  
Email: SGreydanus@Cosgrey.com  
\*also admitted in Michigan

MICHAEL W. COVENEY  
Email: MCoveney@Cosgrey.com

October 1, 2021

Cathy Murray, Clerk  
Lakeville Planning Board  
346 Bedford Street  
Lakeville, MA 20347

BY HAND

Re: Rear Rhode Island Road (Mblu 026/004/004D) and  
O Bedford Street (Mblu 026/004/015 (collectively the "Properties"))  
Owner: Beverly J. DiBiase, Trustee, DiBiase Family Trust

Dear Ms. Murray,

This letter is being sent to you pursuant to M.G.L. chapter 61B, Section 9 and Section 14, to advise you that the owner of the above referenced Properties has received a bona fide offer for the Properties and intends to sell the Properties.

The Properties are presently classified as Agricultural under M.G.L chapter 61A and Recreational under M.G.L. chapter 61B and as such the Town of Lakeville has up to 120 days to exercise a right of first refusal to purchase the Properties.

The name and address of the owner of record is as follows:

Beverly J. DiBiase, Trustee  
DiBiase Family Trust  
117 Crooked Lane  
Lakeville, MA 02347

To the best of the owner's knowledge and belief the Properties are addressed, Rear Rhode Island Road and O Bedford Street. The Properties are shown respectively as Lot 4 on a plan of land entitled "Plan of Land Crooked Lane & Rhode Island Road, Lakeville, Massachusetts, June 29, 1993" recorded with Plymouth County Registry of Deeds in Plan Book 36, Page 56 (Rear Rhode Island Road) and Lots A,B,C,D and a way as shown on a plan of land entitled "Plan of Land in LAKEVILLE, Mass belonging to L&M Realty Trust" recorded with Plymouth County Registry of Deeds in Plan Book 22, Page 169. Copies of both said plans are enclosed.

Please note: The buyers have no intention of changing the present use of the Properties.



The agreed upon price to be paid for the Properties is \$175,000.00. A copy of the Purchase and Sale Agreement, setting forth the foregoing, is enclosed.

Please be advised that Mrs. DiBiase is selling the Properties along with her home located at 117 Crooked Lane and the abutting parcel at 115 Crooked Lane. The enclosed Purchase and Sale Agreement calls for a closing date of October 4, 2021. Mrs. DiBiase intends to use the proceeds from the sale of the Properties and the sale of her home on Crooked Lane, to purchase her new home in Newport Tennessee. The closing on her new home is scheduled to take place on October 8, 2021.

Because the buyers of the Properties will not change the present use, I do not believe the right of first refusal applies. The foregoing notwithstanding, while the Town has 120 days to make a decision as to whether or not it will act to purchase the Properties, there is nothing in the statute that prohibits the Town from acting sooner. To that point, if the scheduled closings on her Lakeville home and the Properties does not take place, Mrs. DiBiase will likely default under the Purchase and Sale Agreement to purchase her new home in Tennessee and as a result, she will likely lose her deposit. She is 73 years old and a widow; she is not a wealthy woman. If she were to default under the Tennessee purchase and sale agreement and lose her deposit, it would create a significant hardship for her.

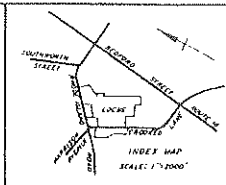
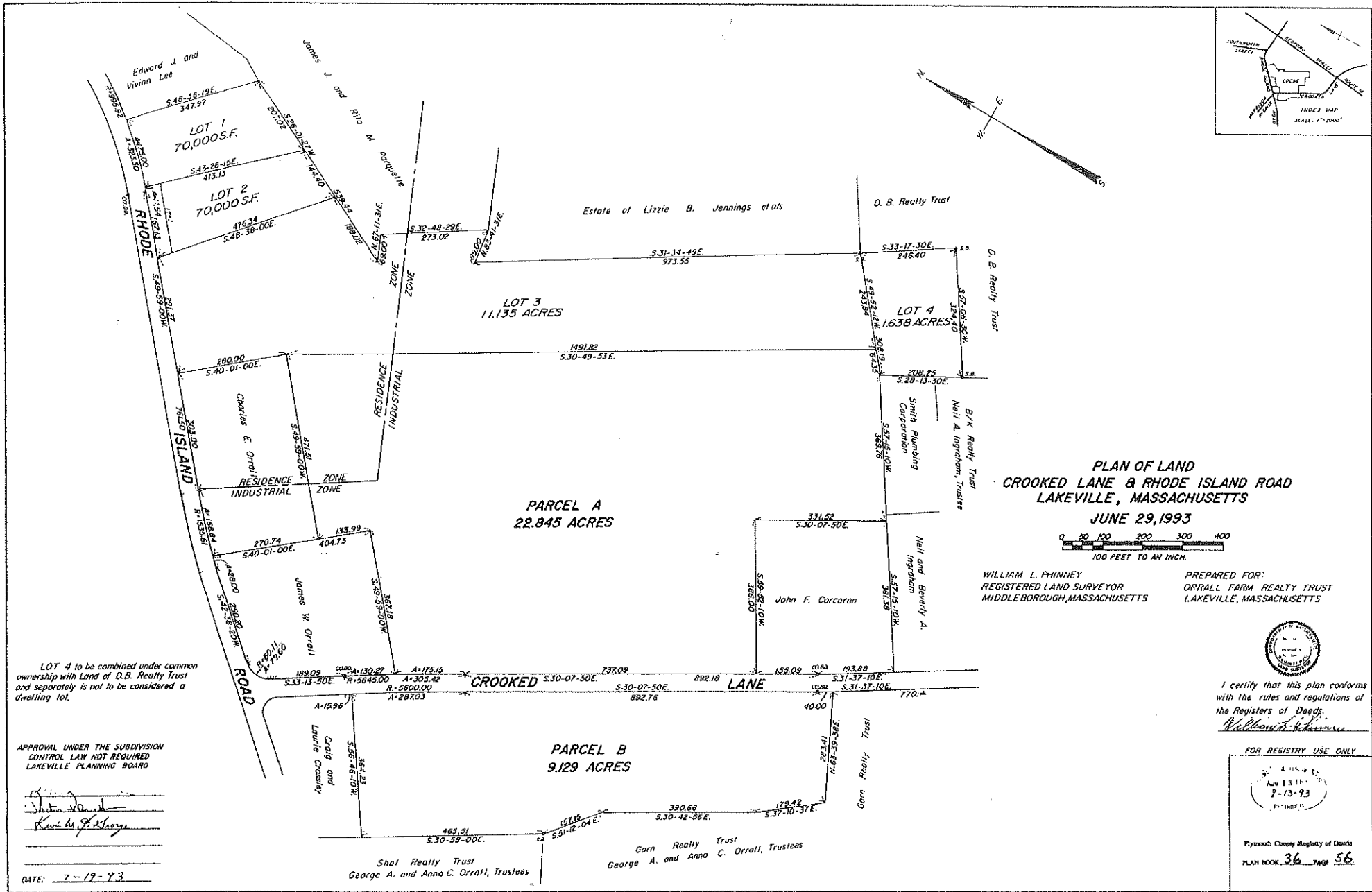
As previously stated, because the buyers of the properties will not change the present use I do not believe the right of first refusal applies. In the event you disagree, I am requesting that you act as quickly as possible to act and to advise me if the Town chooses not to exercise its right of first refusal.

If you have any questions or if you need anything further please contact me.

Very truly yours,

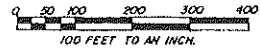
Paul A. Costello, Jr.





**PLAN OF LAND  
CROOKED LANE & RHODE ISLAND ROAD  
LAKEVILLE, MASSACHUSETTS**

**JUNE 29, 1993**



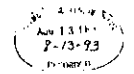
WILLIAM L. PHINNEY  
REGISTERED LAND SURVEYOR  
MIDDLEBOROUGH, MASSACHUSETTS

PREPARED FOR:  
ORRALL FARM REALTY TRUST  
LAKEVILLE, MASSACHUSETTS



I certify that this plan conforms with the rules and regulations of the Registers of Deeds.  
*William L. Phinney*

FOR REGISTRY USE ONLY



Plymouth County Registry of Deeds  
PLAN BOOK 36 PAGE 56

LOT 4 to be combined under common ownership with Land of D.B. Realty Trust and separately is not to be considered a dwelling lot.

APPROVAL UNDER THE SUBDIVISION CONTROL LAW NOT REQUIRED  
LAKEVILLE PLANNING BOARD

*[Signature]*  
*[Signature]*

DATE: 7-12-93



STANDARD LAND PURCHASE AND SALE AGREEMENT [#505] (With Contingencies)

The parties make this Agreement this 10th day of September, 2021. This Agreement supersedes and replaces all obligations made in any prior Contract To Purchase or agreement for sale entered into by the parties.

1. Parties. Beverly J. DiBiase Trustee DiBiase Family Trust [insert name], the "SELLER," agrees to sell and Matthew S. Nelson, Callin R. Nelson [insert name], the

"BUYER," agrees to buy, the premises described in paragraph 2 on the terms set forth below. BUYER may require the conveyance to be made to another person or entity ("Nominee") upon notification in writing to SELLER at least five business days prior to the date for performance set forth in paragraph 5. Designation of a Nominee shall not discharge the BUYER from any obligation under this Agreement and BUYER hereby agrees to guarantee performance by the Nominee.

2. Description Of Premises. The premises (the "Premises") consist of land containing approximately 12.62 acres, more or less, described as 0 Bedford St, 0 Rhode Island Rd (rear) Lakeville, MA 02347

as more specifically described in a deed recorded in the Plymouth Registry of Deeds at Book 40828, 40828, Page 57, 59, [Certificate No.], a copy of which [ ] is [X] is not [choose one] attached.

3. Purchase Price. The purchase price for the Premises is \$ 175,000.00 dollars of which \$ 1,000.00 were paid as a deposit with Contract To Purchase; and \$ 9,000.00 are paid with this Agreement; and \$ 165,000.00 are to be paid at the time for performance by bank, cashier's or certified check or by wire. \$ 175,000.00 Total

4. Escrow. All funds deposited or paid by the BUYER shall be held in a non-interest bearing escrow account, by Jack Conway & Co., Inc, as agent for the SELLER, subject to the terms of this Agreement and shall be paid or otherwise duly accounted for at the time for performance. If a dispute arises between the BUYER and SELLER concerning to whom escrowed funds should be paid, the escrow agent may retain all escrowed funds pending written instructions mutually given by the BUYER and the SELLER. The escrow agent shall abide by any Court decision concerning to whom the funds shall be paid and shall not be made a party to a lawsuit solely as a result of holding escrowed funds. Should the escrow agent be made a party in violation of this paragraph, the escrow agent shall be dismissed and the party asserting a claim against the escrow agent shall pay the agent's reasonable attorneys' fees and costs.

5. Time For Performance. The SELLER shall deliver the deed and the BUYER shall pay the balance of the purchase price at 12 o'clock p. m. on the 4th day of October, 2021, at the Plymouth Registry of Deeds, or at such other time and place as is mutually agreed. TIME IS OF THE ESSENCE AS TO EACH PROVISION OF THIS AGREEMENT. Unless the deed and other documents required by this Agreement are recorded at the time for performance, all documents and funds are to be held in escrow, pending prompt rundown of the title and recording (or registration in the case of registered land). SELLER'S attorney or other escrow agent may disburse funds after 5:00 p.m. of the next business day

Handwritten initials for Buyer and Seller, with boxes for MSN and CRN.





following the date for performance, provided that the recording attorney has not reported a problem outside the recording attorney's control.

6. **Title/Plans.** The SELLER shall convey the Premises by a good and sufficient quitclaim deed running to the BUYER or to the BUYER'S nominee, conveying good and clear record and marketable title to the Premises, free from liens and encumbrances, except:

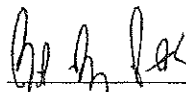
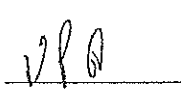
- (a) Real estate taxes assessed on the Premises which are not yet due and payable;
- (b) Betterment assessments, if any, which are not a recorded lien on the date of this Agreement;
- (c) Federal, state and local laws, ordinances, bylaws, rules and regulations regulating use of land, including building codes, zoning bylaws, health and environmental laws;
- (d) Any easement, restriction or agreement of record presently in force which does not interfere with the reasonable use of the Premises for \_\_\_\_\_ ;
- (e) Utility easements in the adjoining ways;
- (f) Matters that would be disclosed by an accurate survey of the Premises; and
- (g) \_\_\_\_\_

*insert in (g) references to any other easement, restriction, lease or encumbrance which may continue after title is transferred*  
If the deed refers to a plan needed to be recorded with it, at the time for performance the SELLER shall deliver the plan with the deed in proper form for recording or registration.

7. **Title Insurance.** BUYER'S obligations are contingent upon the availability (at normal premium rates) of an owner's title insurance policy insuring BUYER'S title to the premises without exceptions other than the standard exclusions from coverage printed in the current American Land Title Association ("ALTA") policy cover, the standard printed exceptions contained in the ALTA form currently in use for survey matters and real estate taxes (which shall only except real estate taxes not yet due and payable) and those exceptions permitted by paragraph 6 of this Agreement.

8. **Closing Certifications and Documents.** The SELLER shall execute and deliver simultaneously with the delivery of the deed such certifications and documents as may customarily and reasonably be required by the BUYER'S attorney, BUYER'S lender, BUYER'S lender's attorney or any title insurance company insuring the BUYER'S title to the Premises, including, without limitation, certifications and documents relating to: (a) parties in possession of the Premises; (b) the creation of mechanics' or materialmen's liens; (c) the underlying financial terms of the purchase and sale; (d) the citizenship and residency of SELLER; and (e) information required to permit the closing agent to report the transaction to the Internal Revenue Service. At the time of delivery of the deed, the SELLER may use monies from the purchase to clear the title, provided that all documents related thereto are recorded with the deed or within a reasonable time thereafter acceptable to the BUYER and, provided further, that discharges of mortgages from banks, credit unions, insurance companies and other institutional lenders may be recorded within a reasonable time after recording of the deed in accordance with usual conveyancing practices. The SELLER'S spouse hereby agrees to release all statutory, common law or other rights or interest in the Premises and to execute the deed, if necessary.

9. **Possession And Condition Of Premises.** At the time for performance the Premises also shall comply with the requirements of paragraph 6 and there shall be no outstanding notices of violation of any zoning, health, environmental or other law, bylaw, code or regulation, except as agreed. The BUYER shall have the right to examine the Premises within forty-eight (48) hours prior to the time for performance or such other time as may be agreed and upon reasonable notice to SELLER for the purpose of determining compliance with this paragraph.



M.S.N.
C.R.N.
2

BUYER'S Initials    BUYER'S Initials    BUYER'S Initials    SELLER'S Initials    SELLER'S Initials    SELLER'S Initials





10. **Extension Of Time For Performance.** If the SELLER cannot convey title as required by this Agreement or cannot deliver possession of the Premises as agreed, or if at the time of the delivery of the deed the Premises do not conform with the requirements set forth in this Agreement, upon written notice given no later than the time for performance from either party to the other, the time for performance shall be automatically extended for thirty (30) days, except that if BUYER'S mortgage commitment expires or the terms will materially and adversely change in fewer than thirty (30) days, the time for performance set forth in paragraph 5 shall be extended to one business day before expiration of the mortgage commitment. SELLER shall use reasonable efforts to make title conform or to deliver possession as agreed, or to make the Premises conform to the requirements of this Agreement. Excluding discharge of mortgages and liens, about which the SELLER has actual knowledge at the time of signing this Agreement, the SELLER shall not be required to incur costs or expenses totaling in excess of One

(\$1.00) to make the title or the Premises conform or to deliver possession as agreed. If at the expiration of the time for performance, or if there has been an extension, at the expiration of the time for performance as extended, the SELLER, despite reasonable efforts, cannot make the title or Premises conform, as agreed, or cannot deliver possession, as agreed, then, at the BUYER'S election, any payments made by the BUYER pursuant to this Agreement shall be immediately returned. Upon return of all such funds, all obligations of the BUYER and SELLER shall terminate and this Agreement shall automatically become void and neither the BUYER nor SELLER shall have further recourse or remedy against the other.

11. **Acceptance Of Deed.** The BUYER shall have the right to accept such title to the Premises as the SELLER can deliver at the time for performance and if extended, shall have such right at the time for performance, as extended. The BUYER shall also have the right to accept the Premises in the then current condition and to pay the purchase price without reduction of price. Upon notice in writing of BUYER'S decision to accept the Premises and title, the SELLER shall convey title and deliver possession. Acceptance of a deed by the BUYER or BUYER'S nominee, if any, shall constitute full performance by the SELLER and shall be deemed to release and discharge the SELLER from every duty and obligation set forth in this Agreement, except any duty or obligation of the SELLER that the SELLER has agreed to perform after the time for performance. Notwithstanding the foregoing, all warranties made by the SELLER shall survive delivery of the deed.

12. **Adjustments.** At the time for performance of this Agreement adjustments shall be made as of the date of performance for current real estate taxes. The net total of such adjustments shall be added to or deducted from the purchase price payable by the BUYER at the time for performance. If the real estate tax rate or assessment has not been established at the time for performance, apportionment of real estate taxes shall be made on the basis of the tax for the most recent tax year with either party having the right to request apportionment within twelve months of the date that the amount of the current year's tax is established.

13. **Acknowledgment Of Fee Due Broker.** The SELLER and BUYER acknowledge that a fee of Ten thousand five hundred dollars (6%) for professional services shall be paid by the SELLER to Jack Conway & Co., the "BROKER", at the time for performance. In the event of a conflict between the terms of this Agreement and a prior fee agreement with BROKER, the terms of the prior fee agreement shall control unless BROKER has expressly agreed to a change in writing. The BUYER and SELLER acknowledge receipt of a notice from BROKER, pursuant to 254 of the Code of Massachusetts Regulations Section 3.0 (13), regarding any agency relationship of the BROKER with the BUYER and/or the SELLER. The BUYER and SELLER understand that Platinum Properties, *[insert name]* a real estate broker, is seeking a fee from Jack Conway & Co. *[name of listing broker, seller or buyer, if applicable]* for services rendered as a  seller's subagent  buyer's agent *[choose one]*. The BUYER further represents and warrants that there is no other broker with whom BUYER has dealt in connection with the purchase of the Premises.

[Signature] [Signature] [Signature] [Signature] [Signature] [Signature]  
BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials





14. **Buyer's Default.** If the BUYER or BUYER'S nominee breaches this Agreement, all escrowed funds paid or deposited by the BUYER shall be paid to the SELLER as liquidated damages. Receipt of such payment shall constitute the SELLER'S sole remedy, at law, in equity or otherwise, for BUYER'S default. The BUYER and SELLER agree that in the event of default by the BUYER the amount of damages suffered by the SELLER will not be easy to ascertain with certainty and, therefore, BUYER and SELLER agree that the amount of the BUYER'S deposit represents a reasonable estimate of the damages likely to be suffered.

15. **Buyer's Financing.** (*Delete If Waived*) The BUYER'S obligation to purchase is conditioned upon obtaining mortgage financing in the amount of \$87,500.00 at prevailing rates and terms by 09/24/2021. If, despite reasonable efforts, the BUYER has been unable to obtain such financing the BUYER may terminate this Agreement by giving written notice that is received by SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above. In the event that notice has not been actually or constructively received, this condition is deemed waived. In the event that due notice has been received, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender by already submitted and acted reasonably promptly in providing any additional information requested by the mortgage lender.

16. ~~**Tests/Survey.** (*Delete If Waived*) The BUYER'S obligations under this Agreement are subject to BUYER'S right to obtain test(s), inspection(s) and a survey of the Premises or any aspect thereof, including, but not limited to, percolation, deep hole, septic/sewer, water quality, and water drainage by consultant(s) regularly in the business of conducting said test(s), inspections and surveys, of BUYER'S own choosing, and at BUYER'S sole cost within days after SELLER'S acceptance of this agreement. If the results are not satisfactory to BUYER, in BUYER'S sole discretion, BUYER shall have the right to give written notice received by the SELLER or SELLER'S agent by 5:00 p.m. on the calendar day after the date set forth above, terminating this agreement. Upon receipt of such notice this agreement shall be void and all monies deposited by the BUYER shall be returned. Failure to provide timely notice of termination shall constitute a waiver. In the event that the BUYER does not exercise the right to have such test(s), inspection(s) and survey or to so terminate, the SELLER and the listing broker are each released from claims relating to the size suitability or condition of the Premises that the BUYER or the BUYER'S consultants could reasonably have discovered.~~

17. **Warranties And Representations.** The SELLER further represents and warrants that SELLER has full authority to enter into this Agreement. The BUYER acknowledges that BUYER has not relied upon any warranties or representations other than those incorporated in this Agreement, except for the following additional warranties and representations, if any, made by either the SELLER or any real estate agent NONE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[If none, state "none"; if any listed, indicate by whom the warranty or representation was made.]

18. **Notices.** All notices required or permitted to be made under this Agreement shall be in writing and delivered in hand, sent by certified mail, return receipt requested or sent by United States Postal Service overnight Express Mail or other overnight delivery service, addressed to the BUYER or SELLER or their authorized representative at the address set forth in this paragraph. Such notice shall be deemed to have been given upon delivery or, if sent by certified mail on the date of delivery set forth in the receipt or in the absence of a receipt three business days after deposited or, if sent by overnight mail or delivery, the next business day after deposit with the

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BUYER'S Initials    BUYER'S Initials    BUYER'S Initials    SELLER'S Initials    SELLER'S Initials    SELLER'S Initials





overnight mail or delivery service, whether or not a signature is required. Acceptance of any notice, whether by delivery or mail, shall be sufficient if accepted or signed by a person having express or implied authority to receive same. Notice shall also be deemed adequate if given in any other form permitted by law.

BUYER: Matthew S. Nelson  
Cailin R. Nelson  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SELLER: Beverly J. DiBiase Trustee DiBiase Family Trust  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. **Counterparts / Electronic Delivery / Construction Of Agreement.** All documents related to this transaction may be delivered electronically, including by encrypted email or facsimile, and shall have the same effect as delivery of an original. This Agreement shall be construed as a Massachusetts contract; is to take effect as a sealed instrument; sets forth the entire agreement between the parties; is binding upon and is intended to benefit the BUYER and SELLER and each of their respective heirs, devisees, executors, administrators, successors and assigns; and may be canceled, modified or amended only by a written agreement executed by both the SELLER and the BUYER. If two or more persons are named as BUYER their obligations are joint and several. If the SELLER or BUYER is a trust, corporation, limited liability company or entity whose representative executes this Agreement in a representative or fiduciary capacity, only the principal or the trust or estate represented shall be bound, and neither the trustee, officer, shareholder or beneficiary shall be personally liable for any obligation, express or implied. The captions and any notes are used only as a matter of convenience and are not to be considered a part of this Agreement and are not to be used in determining the intent of the parties. Any matter or practice which has not been addressed in this Agreement and which is the subject of a Title Standard or Practice Standard of the Massachusetts Conveyancers Association at the time for performance shall be governed by the Standards and Practices of the Massachusetts Conveyancers Association.

20. **Additional Provisions.**

Buyers agree to take possession with existing Chapter 61 regulations. Subject to notices filed under MGL Chapter 61B recorded with Plymouth County Registry of Deeds in Book 44064, Page 96, Book 44064, Page 97.

UPON SIGNING, THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT. IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

Authentisign  
Matthew S. Nelson  
9/10/2021 6:15:37 PM EDT  
BUYER Matthew S. Nelson Date

Beverly J. DiBiase Trustee 9/10/21  
SELLER Beverly J. DiBiase Trustee DiBiase Family Date

BUYER Cailin R. Nelson Date

By: [Signature]  
SELLER, or Angela Costello, Jr. Date  
Under Power of Attorney

Authentisign  
Cailin R. Nelson  
9/10/2021 6:16:39 PM EDT  
BUYER \_\_\_\_\_ Date  
Date

SELLER, or spouse

**Escrow Agent.** By signing below, the escrow agent agrees to perform in accordance with paragraph 4, but does not otherwise become a party to this Agreement.

[Signature] [Signature] [Signature] \_\_\_\_\_ Date  
BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials





**RIDER A TO STANDARD  
LAND PURCHASE AND SALE AGREEMENT**

**Beverly J. DiBiase, Trustee of the DiBiase Family Trust, Seller**  
to  
**Mathew S. Nelson and Cailin R. Nelson, Buyer**

**Property Address: 0 Bedford Street, Lakeville, MA and Rhode Island Road (Rear) Lakeville, MA**

The following provisions supplement and amend the Standard Land Purchase and Sale Agreement (the Agreement) identified above and are included within said Agreement for all purposes. To the extent that any of the terms of this Addendum B may conflict or be inconsistent with the Agreement the terms of this Addendum B shall govern.

24. **Notices.** Paragraph 18 of the Agreement is hereby amended as follows: Notwithstanding any other provision in this Agreement to the contrary, BUYER agrees that in the event notice is required to be given to the SELLER, pursuant to any provision of this Agreement, that said notice shall be given in writing to:

Paul A. Costello, Jr., Esq.  
Costello & Greydanus  
44 Pleasant Street  
Bridgewater, MA 02324  
Tel: (508) 697-1981  
Fax (508) 697-8668  
Email: [sgreydanus@cosgrey.com](mailto:sgreydanus@cosgrey.com)

SELLER agrees that in the event notice is required to be given to the BUYER, pursuant to any provision of this Agreement that said notice shall be given in writing to BUYER at the address set forth in paragraph 21 with a copy to:

Michelle Oliveira, Esq.  
Law Offices of Robert Pellegrini, Inc.  
63 Main Street, Suite 1  
Bridgewater, MA 02324  
P. (508) 807-1131  
F. (508)  
Email: [moliveira@pkboston.com](mailto:moliveira@pkboston.com)

All notices shall be deemed duly given when sent, and shall be delivered by hand-delivery, by courier service, by receipted facsimile with receipted evidence of delivery or by email.

*BBB Paul VLN*

[MS.N] [CR.N]

25. Any matter of title or practice which is the subject of a title standard or practice standard of the Real Estate Bar Association of Massachusetts at the time of the delivery of the deed shall be governed by said title standard or practice standard to the extent applicable.
26. The BUYER and SELLER represent and warrant to each other that other than Jack Conway Company and Platinum Properties, neither has dealt with a broker or finder in connection with the property or this Agreement. SELLER and BUYER agree to indemnify and hold harmless the other from any and all issues regarding brokerage fees other than that paid to the aforementioned brokers.
27. This Agreement may not be assigned by the BUYER without the prior written consent of SELLER and any purported assignment in violation of this provision shall be null and void. If BUYER assigns this Agreement, then, at SELLER'S option, this Agreement shall terminate and all deposits hereunder shall be paid to SELLERS and become SELLER'S property as its sole and exclusive remedy and this shall be SELLER'S sole and exclusive remedy at law or in equity. This provision is not in derogation of BUYER'S rights under Paragraph 4 to designate a nominee to take title.
28. Except as otherwise provided herein, SELLER makes no warranties or representations, either express or implied, as to the condition of the Premises. By execution of this agreement, BUYER acknowledges that BUYER has been given a reasonable opportunity to inspect the property and any improvements thereon, either independently or through agents of BUYER'S choosing, and that BUYER is purchasing the premises as is and in purchasing the premises BUYER is not, except as otherwise provided in this Agreement, relying on SELLER or SELLER'S agents with regard to the condition of the property and/or any improvements thereon.
29. All SELLER representations and warranties made hereunder, in this Addendum B, the Agreement and/or any additional Riders or Addenda are made to the best of SELLER'S actual knowledge and belief and without independent investigation. This provision will survive the Deed.
30. Whenever the word "Buyer" is used in this Agreement, or any pronoun used in place thereof, it shall mean and include, when the context so permits, the Buyer or Buyers, whether original, successor, female, male, or corporate; and the singular shall include the plural and the plural shall include the singular. Whenever the word "Seller" is used in this Agreement, or any pronoun used in place thereof, it shall mean and include, when the context so permits, the Seller or Sellers, whether original, successor, female, male, or corporate; and the singular shall include the plural and the plural shall include the singular.
31. In the event that any deadline or date for performance or providing notice contained herein (including, without limitation, any contingencies or extensions of the time for performance under this Agreement), falls on a Saturday, Sunday or legal

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[MSN] [CRN]

holiday, as the case may be, such deadline or other date shall be automatically extended to the immediately following business day.

32. Paragraph 5 of the Agreement entitled "Time for Performance" is hereby amended by the following language: Neither the SELLER, nor the SELLER'S agent or attorney shall be required to attend closing but do agree to facilitate the transaction and ensure that the original Seller signed Deed, Power of Attorney, if applicable and other customary documents are delivered to the closing attorney prior to closing. It is agreed that time is of the essence of this agreement.
33. Seller has not received any notice that the Property is not in compliance with applicable governmental laws, ordinances, rules, regulations or orders. Seller is not aware of any non-compliance in the operation of the Premises or in the Premises itself with any laws, statutes, regulations, rules and other regulations and except as set forth hereinabove, SELLER MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE CONDITION OF THE PREMISES, OR THE FITNESS OF THE PREMISES FOR ANY PARTICULAR PURPOSE OR USE, AND BUYER ACKNOWLEDGES THAT BUYER HAS ENTERED INTO THIS AGREEMENT WITH THE INTENTION OF MAKING AND RELYING UPON ITS OWN INVESTIGATION OF THE PHYSICAL AND ENVIRONMENTAL, COMPLIANCE, OF THE PREMISES AND THE LEGAL CONDITION OF THE PREMISES AND THAT BUYER IS NOT NOW RELYING, AND WILL NOT LATER RELY, UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY SELLER OR ANYONE ACTING OR CLAIMING TO ACT, BY, THROUGH OR UNDER OR ON SELLER'S BEHALF CONCERNING THE PREMISES AND BUYER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS ON THE CLOSING DATE WITH ALL FAULTS.
34. If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereof shall be extended for a period of thirty (30) days. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

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VPA

[MSA] [CRN]

35. Miscellaneous.

a. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

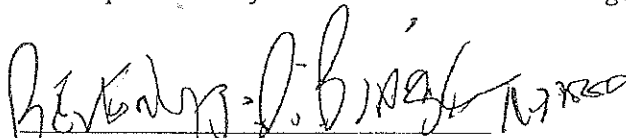
b. Chapter 61A and 61B. The Buyer acknowledges that the Premises is subject to Notices filed under MGL Chapter 61A and 61B recorded with the Plymouth County Registry of Deeds in Book 5223, Page 429 and Book 44064, Page 96, respectively, copies of which are hereto annexed and made a part hereof.

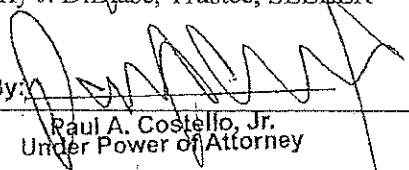
c. Confidentiality. The parties each agree that they will keep confidential any information designated as such by the other or not otherwise publicly available which is derived from access, investigation or information furnished by either party in connection with this Agreement, including the negotiations or cessation of negotiations conducted in connection herewith, and, if the transactions contemplated hereby are not consummated, will promptly return to the other all such information and will not thereafter use such information.

e. Agreement Separable. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

f. Entire Agreement. This Agreement, the Standard purchase and sale agreement, and buyer's addendum, constitute the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms and provisions, conditions, undertakings or understandings either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

Executed as a seal instrument by the parties hereto in connection with the transaction contemplated hereby on the date set forth in the Agreement.

  
Beverly J. DiBiase, Trustee, SELLER

By:   
Raul A. Costello, Jr.  
Under Power of Attorney

Authenticsign  
Matthew S. Nelson  
9/10/2021 6:10:35 PM EDT  
Matthew S. Nelson, BUYER

Authenticsign  
Cailin R. Nelson  
9/10/2021 6:12:41 PM EDT  
Cailin R. Nelson, BUYER



REPRESENTATIONS  
*(The Seller makes these representations to the best of Seller's knowledge)*

- a) has never generated, stored, used, or disposed of any hazardous waste or material on or about the premises;
- b) that the Seller(s) is not aware of the generation, storage, use, or disposal of such waste, other than those materials customarily used on residential property, on or about the premises by anyone else;
- c) that Seller(s) has not placed, and Seller(s) is not aware of any placement by others, of underground storage tanks on the premises.
- d) that there is no pending Seller bankruptcy, mortgage foreclosure, contemplated town/city betterment or assessment, or other proceedings or circumstances that might impact adversely on the Seller's ability to perform on the closing date; and
- e) that the mortgage and other lien payoffs will be for less than the sales price.
- f) That the foregoing representations shall be true as of the time of closing.

7. ACCEPTANCE OF TITLE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of delivery of the deed the said premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYERS at or before the time of performance hereunder, and thereupon the time for performance hereof shall be extended for a period of 30 days. Reasonable efforts shall not require the SELLER to expend in excess of one (1%) percent of the purchase price, exclusive of voluntary liens, to make said premises conform as set forth herein.

8. ACKNOWLEDGMENT OF LEGAL SERVICE ON BEHALF OF BUYER/LENDER

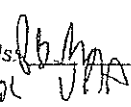
The Buyer and Seller acknowledge that they have been informed that the Buyer's Attorney, PK Boston Law, may be asked to provide legal services on behalf of the Buyer and/or Lender in this transaction, and to transfer the 61A designation from Seller to Buyer and that both Buyer and Seller have no objection to and consent to this. Also subject to Buyer being able to transfer the 61A designation with no fees or Penalties.

9. SETTLEMENT AGENT FEES AND POST CLOSING ADJUSTMENTS

Seller shall, pay seller's attorney's fees, discharge recording fees, tax stamps, and additional reasonable closing fees such as overnight or courier fees, discharge tracking fees, or wire transfer fees. If any errors or omissions are found to have occurred in any calculations or figures used in the Closing Disclosure/Settlement Statement signed by the parties (or would have been included but for an error or omission) and notice hereof is given to the party to be charged, then such party agrees to make payment to correct the error or omission. The parties hereto also agree to execute and deliver to the requesting party, including the Buyer's closing attorney, whatever additional documents or amendments to existing documents are reasonably required to effectuate the sale and purchase under this Agreement provided such additional documents or amendments are prepared by the requesting party, and do not in any way adversely affect, or otherwise enlarge the liability of, any of the parties relative to said sale and purchase. The provisions of this clause shall survive the closing for ninety (90) days.

10. MUNICIPAL ADJUSTMENTS:

SELLER shall obtain final readings for any municipal charges ("Municipal Charges"), if any, and shall pay same in full prior to Closing and deliver a paid receipt to closing counsel/settlement agent and BUYER at least five (5) days prior to Closing. If the city/town in which the Premises is located does not accept final payment(s) on Municipal Charges, then the SELLER shall obtain and deliver to closing counsel/settlement agent at least three (3) business days prior to Closing

Initials:  M.S.N. C.S.N. Page 2 of 4

adjustment reading(s) or calculations from the city/town for said apportionment/adjustment. In the event any apportionment/adjustment pursuant to this Paragraph are, subsequent to the Closing, found to be erroneous, or if any such Municipal Charges are not adjusted on the Closing Disclosure available at the Closing, then either Party hereto who is entitled to additional monies shall (i) invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing,; and (ii) provide copies of such invoicing and back up to closing counsel/settlement agent; and, subject to lender's issuance of a revised Closing Disclosure, such amounts shall be paid, with good funds, within five (5) business days from the date of the issuance of a revised Closing Disclosure in accordance with instructions provided by closing counsel/settlement agent. The conveyance of said Premises shall be deemed to include the fuel contained in any oil, propane or similar tank(s), without adjustment or payment of any additional consideration by the BUYER. The Parties agree that the Closing shall not be delayed or extended for the sole purpose of adjusting Municipal Charges for current billing periods, it being understood that the SELLER shall be required to pay in full at Closing payments for outstanding Municipal Charges and any liens regarding same. This provision shall survive the delivery of the deed hereunder.

- 11. ATTORNEY EXTENSION AUTHORITY  
SELLER and BUYERS hereby grant to their attorneys the actual authority to bind them for the limited purpose of granting extensions regarding this agreement, and the parties may rely upon the signature of such attorneys unless they have actual knowledge that either party has disclaimed the authority granted to bind them.
- 12. BUYER's DEFAULT; DAMAGES  
If the BUYER shall fail to fulfill the BUYER's agreements herein, and SELLER has fulfilled SELLER's agreements herein, the deposit made by the BUYER shall be retained by the SELLER as liquidated damages and this shall be Seller's sole and exclusive remedy at law or in equity for any default(s) by BUYER hereunder.
- 13. ORDERS OF CONDITION  
If the Premises are affected by an Order of Conditions issued by the Conservation Commission for the Town in which the Premises are situated SELLER shall provide BUYER or lender's counsel with a certificate of compliance for said Order of Conditions prior to closing.
- 14. AUTHORIZATION TO RELEASE MORTGAGE PAYOFF INFORMATION  
SELLER agrees to provide a signed authorization to release mortgage payoff information to BUYER's counsel at or before closing to insure that said mortgages are properly discharged post-closing.
- 15. SELLER FUNDS  
Seller agrees that the purchase funds (in the form of an attorney IOLTA check, conveyancing account check or client fund account check) will be held in escrow by Seller's attorney, closing attorney or real estate broker for a reasonable period of time after closing until the deed can be recorded.
- 16. LAND  
Paragraph 2 of the Standard Purchase and Sale Agreement shall be amended to more particularly describe the lots as Town of Lakeville Assessor's Lots 026-004-015 and 026-004-004D. Subject to confirmation by the buyer that said Assessor's Map and Lots include all of the following lots as shown on town assessor maps: 026-004-016 (1.1 acres), 026-004-004D (1.639 acres), 026-004-026 (8.1 acres), and 026-004-0015 (1.8 acres).
- 17. PRIORITY  
This Agreement supersedes all prior agreements and other understandings between the parties and represents the complete and full agreement of the parties hereto except as this

Agreement is modified or altered by written agreement signed by the parties hereto or by their respective attorneys named herein. All prior offers and agreements between the parties with respect to the transaction contemplated hereby shall be null and void.

*Henry Libin's*  
SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
*9/10/01*

SELLER \_\_\_\_\_ DATE \_\_\_\_\_  
By: *[Signature]*  
Paul A. Costello, Jr.  
Under Power of Attorney

Authentisign  
*Matthew S. Nelson*  
9/10/2001 5:40:43 PM EDT  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_

Authentisign  
*Caitlin R. Nelson*  
9/10/2001 5:43:00 PM EDT  
BUYER \_\_\_\_\_ DATE \_\_\_\_\_