



Received & posted: K. Murray
 Town Clerk RECEIVED
 LAKEVILLE TOWN CLERK

TOWN OF LAKEVILLE
REMOTE MEETING NOTICE/ AGENDA MAY 28 AM 7:47
 Posted in accordance with the provisions of MGL Chapter 30A, §. 18-25

Name of Board, Committee or Commission:	Zoning Board of Appeals
Date & Time of Meeting:	Thursday, June 11, 2020 at 4:00 p.m.
Location of Meeting:	REMOTE MEETING
Clerk/Board Member posting notice	Cathy Murray

AGENDA

1. In accordance with the Governor's Order Suspending Certain Provisions of the Open Meeting Law, G.L. c.30A, §20, relating to the 2020 novel Coronavirus outbreak emergency, the **June 11, 2020**, public meeting of the **Zoning Board of Appeals** shall be physically closed to the public to avoid group congregation. **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/>**
2. **Petition hearing (Votes to be taken)**

Northeast Alternatives hearing – 310 Kenneth W. Welch Drive – request for a **Special Permit** Under **7.4.6** to site a cannabis adult use marijuana cultivation and product manufacturer facility.
3. **Meeting minutes (Votes to be taken)**
 Approve the January 16, 2020, meeting minutes.

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

(TOWN OF LAKEVILLE SEAL)

The LAKEVILLE ZONING BOARD OF APPEALS, acting in accordance with MASS GENERAL LAWS CHAPTER 40A, as amended, will conduct a public hearing on THURSDAY, June 11, 2020, at 4:00 P.M. to hear the petition of **Northeast Alternatives**. A **Special Permit** under **7.4.6** is requested to site a cannabis adult use marijuana cultivation and product manufacturer facility at **310 Kenneth W. Welch Drive**, as provided by the Lakeville By-Laws. The property site is owned by **Cold Storage Solutions**.

Pursuant to Governor Baker's emergency "Order Suspending Certain Provisions of the Open Meeting Law, G.L. c30A, §20," issued on March 12, 2020, provided the State of Emergency is in effect, this will be a virtual meeting. The Agenda found on the Town of Lakeville website will include instructions on accessing the virtual meeting and documents related to it.

Donald A. Foster, Chairman

May 28, & June 4, 2020



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

March 9, 2020

Town of Lakeville
Zoning Board of Appeals
Attn: Donald A. Foster, Chairman
346 Bedford St.
Lakeville, MA 02347

RE: **310 Kenneth Welch Drive (Northeast Alternatives)**

Dear Chairman:

The Board of Health reviewed the petition for the above referenced property at their March 4, 2020 meeting. Although the Board has no issues with the petition at this time, we feel that the petitioner will need to meet with the Board of Health to discuss odor control and potential tight tank use. Prior to this meeting the petitioner should review the Board of Health regulations located on our webpage.

Sincerely yours,

Edward Cullen
Board of Health Agent



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: Northeast Alternatives

Mailing Address: 999 William S Canning Blvd Fall River, MA 02721

Name of Property Owner: Cold Storage Solutions

Location of Property: 310 Kenneth Welch Blvd Lakeville, MA

Registry of Deeds: Book No. _____ Page No. _____

Map 61-2-3 Block _____ Lot W-3

Petitioner is: _____ owner tenant _____ licensee _____ prospective purchaser

Marijuana Use(s) applying for:

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

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


RECEIVED
FEB 24 2019
BOARD OF APPEALS

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.
Northeast Alternatives (NEA) is petitioning the zoning board of appeals for approval of a Marijuana cultivation and product Manufacturing Facility located at 310 Kenneth Welch Blvd. NEA has received a letter of non opposition from the board of selectmen and entered into a Community Host Agreement with the Town. Please find attached to this applications the requested documents on the checklist.


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: Christopher L Harkins

Date: 2/24/2020

Signed: 

Telephone: 401-413-3099

Owner Signature: 
(If not petitioner)

Email: chris@nealternatives.com

Owner Telephone: 508-942-6642

WILL YOU HAVE A REPRESENTATIVE OTHER THAN YOURSELF?

Yes: No:

(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, 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.
- 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. X Emergency procedures, including a disaster plan in case of fire or other emergencies;
- f. X Policies and procedures for preventing the diversion of marijuana to individuals younger than 21 years old;
- g. X 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.

Zoning Board of Appeals Staff Signature

Date

TOWN OF LAKEVILLE AND NORTHEAST ALTERNATIVES, INC.
HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 11th day of March, 2019 by and between Northeast Alternatives, Inc., and any successor in interest, with a principal office address of 999 William S. Canning Boulevard, Fall River, Massachusetts 02721 ("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 co-locate a licensed Recreational Marijuana Establishment ("RME") for the cultivation, processing, and product manufacturing of medical and recreational marijuana at 310 Kenneth Welch Drive, Lakeville, MA (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 935 CMR 500.00, 935 CMR 501.00, 935 CMR 502.00 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 Adult Use Recreational Marijuana, Medical 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 and Medical 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).
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, said charities/non-profit organizations to be determined by the 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.

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 of both Adult Use Marijuana and Medical Marijuana. 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 the co-location and operation of a 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 co-located RME to operate in the Town, or to refrain from enforcement action against the Company and/or its co-located 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:

Northeast Alternatives, Inc.
999 William S. Canning Boulevard
Fall River, MA 02721

13. Severability

If any term of 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

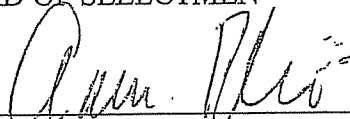
Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

[Signatures to follow]

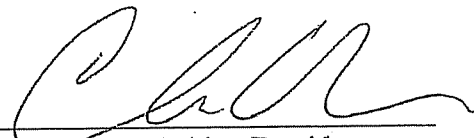
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF LAKEVILLE
BOARD OF SELECTMEN

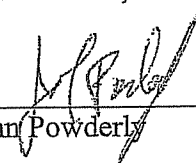
NORTHEAST ALTERNATIVES, INC.



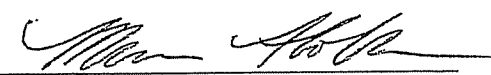
Aaron Burke, Chairman



Christopher Harkins, President
Duly Authorized

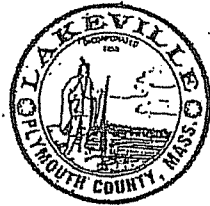


John Powderly



Miriam Hollenbeck

658948/LAKE/0001



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

NOTICE TO TAX COLLECTOR

Date: 2/19/2020

To: Debra A. Kenney, Treasurer/Collector
Town of Lakeville
346 Bedford Street
Lakeville, MA 02347

From: Zoning Board of Appeals

Please inform the Zoning Board of Appeals as well as the Board of Selectmen, as to whether or not the following property owner/applicant/petitioner owes the Town of Lakeville any outstanding taxes and/or municipal charges that have remained unpaid for more than one year.

CSS I LLC
Name of Applicant/Petitioner

Thomas Paventeau
Name of Property Owner

310 Kennem Welch Dr. Lakeville, MA 02347
Address of Location for Permit Use

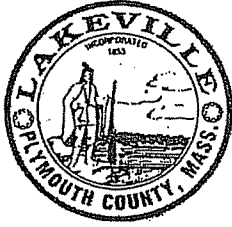
310 Kennem Welch Dr. Lakeville, MA 02347
Address of Applicant/Petitioner

THIS SECTION TO BE COMPLETED BY THE TREASURER/COLLECTOR

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges?
(Yes or No)

Signed Paula Bearded
Debra A. Kenney, Treasurer/Collector

Date 2/19/2020



Town of Lakeville

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

Brian Hoeg, Chairman
Sylvester Zienkiewicz, Vice Chairman
Peter Conroy
Barbara Mancovsky
Mark Knox

February 20, 2020

Northeast Alternatives
Attn: Mr. Rich Rosier, CFO
999 William S. Canning Blvd.
Fall River, MA 02721

Re: Site Plan approval for 310 Kenneth W. Welch Drive

Dear Mr. Rosier:

Please be advised the Lakeville Planning Board voted at their February 13, 2020, meeting to approve the Site Plan Review drawing for 310 Kenneth W. Welch Drive entitled "Site Plan Approval and Special Permit for an Adult Use Marijuana Establishment." The Plan was prepared by Azor Land Sciences, Inc and is dated 1/21/20. The Plan was revised on 1/28/20.

If you have any questions, please do not hesitate to contact the Planning Board.

Respectfully yours,

Cathy Murray, Clerk
Department of Inspectional Services

Northeast Alternatives
Policies and Procedures: Lakeville Cultivation Facility

OVERVIEW	1
LOCATION	1
HOURS OF OPERATION	1
After Hours Contact List	1
VISITORS	2
CULTIVATION FACILITY – FUNCTIONAL AREAS	2
TECHNICAL SPECIFICATIONS	3
OVERVIEW OF CULTIVATION ROOMS	3
Plant Material, Media and Waste Water Disposal	3
Energy Efficiency and Conservation	5
Smell Mitigation	6
SAFETY	6
NEA CULTIVATION AGENT HEALTH AND SAFETY PROGRAM	7
NEA Employee Security	8
EMERGENCY EVACUATION PLAN	9
POLICIES AND PROCEDURES FOR THE PREVENTION OF DIVERSION	11
Storage of Marijuana	13

Overview

Northeast Alternatives (“NEA”) is applying as a Marijuana Cultivator and Product Manufacturer in Lakeville, Massachusetts (MA). The NEA Cultivation Facility encompasses a total of 92,574 square feet, with approximately 76,500 square feet dedicated exclusively to cultivation and approximately 16,074 square feet dedicated to supporting cultivation efforts (offices, locker rooms, break rooms, storage, vaults, Trim Rooms, Dry rooms, Cure Room, Green Waste Room, RO room, loading dock and extraction room).

Location

The NEA Cultivation Facility is located with a Marijuana Product Manufacturer pursuant to the CCC’s acceptance of our respective application.

Hours of Operation

Monday: 6am-6pm
Tuesday: 6am-6pm
Wednesday: 6am-6pm
Thursday: 6am-6pm
Friday: 6am-6pm
Saturday: 6am-6pm
Sunday: 6am-6pm

After Hours Contact List

Zac Cooper (Chief Production Officer): 970-903-4348
Brad Kirkman (Cultivation Director): 770-876-9752
Jared Gosselin (Director Of Security): 774-930-4431
Chris Harkins (Chief Executive Officer): 401-413-3099
Kyle Bishop (Chief Operations Officer): 720-366-3891

Visitors

NEA will designate limited access areas by posting clearly visible signs. NEA will limit individuals allowed access to these areas to employees, agents, law enforcement, and others authorized by the CCC. NEA will require all employees to wear employee identification badges at all times while inside the marijuana establishment. Employees of NEA will escort all visitors, including vendors and contractors, into limited access areas. These visitors will be logged in and out, and NEA will maintain this log and make it available to the CCC for periodic inspection. NEA will ensure that all visitor identification badges are collected before visitors leave the premises.

Cultivation Facility – Functional Areas

Cultivation Rooms Level 1:

- Vegetation Rooms (4):
 - Veg. 101, 123, 145, 167
- Flowering Rooms (7):
 - Bloom 101, 102, 103, 104, 105, 106, 107

Cultivation Rooms Level 2:

- Vegetation Rooms (6):
 - Veg. 201, 223, 245, 267
 - Prop/Mom
 - R&D Veg.
- Flowering Rooms (9):
 - Bloom 201, 202, 203, 204, 205, 206, 207
 - R&D Bloom 1, 2

Support Rooms:

- Cultivation Entry

- Reception, Security, Offices, Data Room, Conference Room, Office Kitchen, Office Kitchen Area, Cultivation Locker Rooms, Cultivation Break Room/Kitchen, Cultivation Offices and Egress Corridor.
- R&D Trim and Cure
- Cultivation Storage 1 & 2
- Clean 1 & 2
- Hallways
 - Cultivation Hallway 1 & 2, Harvest Hallway 1 & 2, Connection Corridor
- Loading Dock & Storage
- Soil/Storage
- H2O Production Room
- Green Waste Room (Grinding Area for plant waste)
- Post-Harvest Area
 - Post-Harvest Entry, Trim/Processing 1 & 2, Dry 1-4, Cure, Vault Storage 1 & 2, Overflow Vault Storage, Office, Breakroom.

Technical Specifications

The NEA Cultivation Facility utilizes a water-chilled system/heat to control temperature and humidity levels. Cultivation rooms are individually controlled and monitored through the use of a Direct Digital Control (DDC), which is an automated control of a condition or process by a digital device (computer). Adjustable environmental parameters include heat, humidity and light control. Archived data includes cultivation space temperature and humidity monitoring. Cultivation rooms that house plant material are under 24-hour, recorded, video surveillance.

Overview of Cultivation Rooms

Vegetation Rooms:

The Vegetation Rooms house all plants that are in the immature plant stage and vegetative/growth stage. Different lights will be used for different developmental stages; 315w Ceramic Metal Halide lights (small/medium Veg), and T5 Fluorescent (clones/seedlings). These lights will be used to encourage vegetative growth and proper root establishment. The Vegetation Room light cycle varies between 18-24 hours of light per day.

Prop/Mom Room:

This room will be used for propagating clones/cuttings and for the storage of genetics. The cloning area is dedicated to caring for clones taken from mother plants, which will be

chosen from initial seed stock. Cloning, the act of taking a genetically identical specimen from mother stock, takes place in this vegetation room.

Flowering Rooms:

The Flowering Rooms consist of marijuana plants fed from the vegetative rooms and are placed under a 12/12 light cycle to initiate flowering. With the use of 1000w DE High-Pressure Sodium (HPS) bulbs the flowering marijuana plants receive the correct amount of red/orange wavelengths of light to promote proper flowering development. The Flowering Rooms are where the plants' life cycle ends; this period can vary from 7-10 weeks.

R&D Rooms:

The R&D rooms will be used to test and create new cannabis genetics, lighting technology or operational procedures.

Plant Material Media and Waste Water Disposal

Cultivation waste (green 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. Waste will be discarded into the designated area at NEA—the Green Waste Room for plant material and all other plant related waste.

Plant Waste:

Plant material, including extraction and refinement waste, will not be left in trash rooms for more than three (3) days in order to prevent the spread of insect and disease problems to other locations in the Facility. Discarded plant material will be stored and secured in the dedicated Green Waste Room. Plant material will be grinded and incorporated with solid waste, resulting in the mixture being rendered unusable and unrecognizable prior to being disposed of. Two Dispensary Agents will record and sign off that the green waste has been rendered unusable before the waste exits the building.

Liquid Waste:

Liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with requirements for discharge into surface water (314 CMR 3.00), groundwater (314 CMR 5.00), and sewers (314 CMR 7.00).

Non-Plant Material Waste:

All other non-plant material will be routinely disposed of or be mixed with and then grinded with green waste.

Waste Disposal Recordkeeping:

Anytime cultivation/processing waste, including marijuana, MIPs or any other form of waste containing plant material is disposed of, NEA will maintain a written record of the date, the type and quantity disposed of, the manner and place of disposal, and the agents who witnessed the disposal, including their signatures. NEA will keep disposal records for at least two (2) years.

Processed Water Capture and Disposal:

All water used in the cultivation area will be captured and pumped to the Waste Water holding tank housed in the Soil/Storage area. This water will then be treated using a state of the art reverse osmosis filtration system with 90 % efficiency. The permeate (recycled water) will go back into the system for use and the concentrate (waste water) will be stored in a Massachusetts DEP approved tank until it is removed by a hazardous waste disposal company to be compliantly processed.

Energy Efficiency and Conservation:

Cold Storage Solutions (CSS) creates a unique symbiotic relationship where NEA's heat production increases the efficiency of the Lakeville based cold storage business while simultaneously improving cost of production and minimizing the energy footprint created by NEA's operations. CSS (the landlord) generates their own power utilizing "Co-Gen" natural gas powered generators. This unique relationship allows our local cold storage partner to realize 30% (or more) energy savings by improving operational efficiency. The cold storage business can utilize the heat produced by the lights used in modern indoor horticulture to improve return line temperatures to increase it's freezer efficiency.

NEA will be completely off-grid, utilizing the same Co-Gen system, and will produce 100% of the power it uses. To add to its power usage efficiency, NEA will be able to utilize the heat generated by the Co-Gen system in it's HVAC system to help control room temperatures and humidity.

In addition to this unique relationship between businesses, NEA will also be utilizing a two tier mobile rack system with LED lights in combination with energy efficient High Pressure Sodium (HPS) lighting, Ceramic Metal Halide (CMH) lighting and T5 Fluorescent lighting to further increase efficiency and minimize NEA's carbon footprint..

In addition to a low energy footprint, NEA will be utilizing unique and highly efficient watering systems and modern watering techniques to minimize the use of water and reduce the production of waste water. Following this commitment to efficiency, dehumidifiers will be

reclaiming what is typically waste water. Dehumidified air produces 0 parts per million water that will be run through a series of UV lights and filters and reclaimed. This clean, reclaimed water produced by the plants and pulled out of the air will be used in the cooling towers of the highly efficient chilled glycol HVAC system.

NEA will also be recycling all of its runoff from its plants and all of the water used in the cultivation process with a highly efficient, waste-water specific, reverse osmosis filtration system. With supplemental reclaimed water NEA will be minimizing the need to rely on its well water and thus having less impact on the water table in Lakeville.

NEA will be utilizing many other highly efficient, automated systems including automated plant nutrient mixing, irrigation and water distribution systems that will reduce human error on thus increase water usage efficiencies.

Smell Mitigation

NEA is dedicated to ensuring that smell produced by the production of cannabis does not affect the surrounding neighbors or public areas. This will be attained by the use of two time tested and proven technologies along with air pressure strategies. The entire facility will be negatively pressurized utilizing in line fans that will exhaust treated air out of the facility. The air will be treated using a redundant system of carbon filters along with ozone generators to ensure that no cannabis smell leaves the facility.

Safety

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

NEA Management:

- Ensure the health and safety of cultivation agents.
- Correct any workplace conditions that are hazardous to the health and safety of cultivation agents.
- Inform cultivation 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 cultivation agents with education, supervision and training specific to the Cultivation Facility and equipment used to cultivate.
- Perform ongoing reviews of policies and procedures and update as needed.

NEA 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 and follow all Re-entry Intervals requirements.
- 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 Chief Production Officer.
- Report the following to the Chief Production Officer:
 - A hazard that might endanger NEA agents.
 - A problem with personal protective equipment or clothing.
 - Any suggestions to improve workplace safety.

NEA Cultivation Agent Health and Safety Program

Eight basic components have been identified to help prevent accidents and injuries from occurring within the Cultivation Facility, as well as 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 hazards.
- Safe Work Procedures:
 - Dealing with wet surfaces;
 - Proper personal protective equipment and clothing;
 - Solvent handling with use of protective gloves and proper ventilation; and
 - Proper body mechanics when lifting heavy objects.

- Orientation, Education, Training & Supervision - properly prepare agents for the job duties and ensure policies and procedures are consistently followed.
- Safety Inspections - monthly safety inspections throughout Cultivation 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 - monthly 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.

Smoking is prohibited on NEA property.

NEA Employee Security

Identification Badging

- NEA agents will visibly display their CCC Agent badge at all times while performing their assigned job duties, whether on or off-site.
- Badges will be promptly recovered or, when appropriate, re-issued whenever an agent's requirement for entry to NEA no longer exists, including immediate card deactivation, due to an internal transfer, termination of employment, or for any other appropriate reasons.

Badge Preparation

- Prior to badge preparation for a new agent, the Director of Security will ensure that all required background checks have been completed and documented and that the agent is granted the appropriate level of access for the job the agent will be performing.
- A color photograph will be taken and the agent's last name and assigned agent number will appear on the badge.
- The badge will include date of expiration, agent's name, and agent registration number; and this information will be recorded in the badge log maintained as part of NEA's recordkeeping requirements.
- Badges must be worn on the outer garment, above the waist. Neck lanyards are acceptable to display badges.

Badge Control/Accountability

- All permanent badge "blanks" will be individually numbered with a sequential number on the front.

- Permanent badges are recorded in a master log, using the preprinted sequential number on the front, date of issue and printed name and maintained as part of NEA's recordkeeping requirements.
- Visitor badges are maintained by the Director of Security or a designated alternate.
- All visitor badges are individually numbered and are issued to specific individuals.
- The type of badge issued is determined by the purpose of the visit and verified authorized access level.
- Upon issue, the badge number is recorded in the visitor log.
- Upon departure, badges will be returned, and the departure time is recorded on the visitor log. Badges will be checked to ensure the individual has returned the same badge issued.
- The visitor log will be maintained as part of NEA's recordkeeping requirements.

Biometric fingerprint/Pin code Access

- In addition to the identification badges worn by all agents, Biometric fingerprint and or pin code access will be issued to those agents who have clearance to Limited Access Areas to complete job functions.
- Biometric fingerprinting will be issued and accounted for in NEA's Biometric software database and be maintained in accordance with NEA's recordkeeping requirements.
- Each Fingerprint will grant access to specific zoned areas for authorized access; access may be limited as necessary.

Emergency Evacuation Plan

- In the event of a fire or other emergency in which the NEA facility must be evacuated, security agents will be responsible for coordinating and directing an orderly evacuation of each assigned section of the facility. Drills for evacuation and lockdown should be coordinated with the Town of Lakeville Police and Fire Departments - evacuation priorities are:
 - Move occupants who are closest to the danger to a safe area near or at an emergency exit;
 - Direct all occupants to evacuate the building through the nearest safe emergency exit;
 - After safely exiting the building, all patients, visitors and agents should proceed directly to the predetermined assembly area to participate in "roll call" led security agents.
 - In the event NEA receives a bomb threat, the recipient agent should notify his/her manager immediately and dial 911.
 - In the event of a bomb threat and/or explosion, all occupants should be evacuated as described above.

Fire

- In the event of a fire, the agent discovering the fire will immediately dial 911 and activate the internal fire alarm.
- If safe to do so at the agent's discretion, the agent may extinguish the fire.
- If possible, agents leaving the affected area should attempt to turn off electrical equipment and close doors to prevent the spread of smoke or fire.
- All occupants will exit the building using the nearest safe exit.
- Occupants will assemble for a "roll call" in the designated evacuation area, ensuring that they remain clear of responding fire apparatus.
- Smoke and fire alarms to be tested on a monthly basis.
- Fire extinguishers and the fire suppression system to be tested/inspected on an annual basis.
- The Director of Security will perform and document an annual Fire Evacuation Drill in consultation with the Town of Lakeville's Fire Department.
- Fire Evacuation Maps will be clearly posted around the NEA facility and agents should review the maps on an ongoing basis.

Hazardous Weather / Shelter-in-Place

- Evacuees will follow the public official's instructions on the Emergency Alert System station.
- In the event that hazardous weather or other natural or manmade circumstances require a shelter-in-place order, the following items will be performed by security agents to implement the sheltering plan:
 - Announce to agents that a shelter-in-place has been advised and that the sheltering plan will be implemented.
 - If safe to do so, allow agents to depart prior to putting shelter procedures into place.
 - Take "roll call" and record number of agents who will be sheltering in the facility.
 - Secure and lock all doors and windows.
 - Move agents to a designated sheltering room in center of the facility.
 - Continuing monitoring of Emergency Alert System, radio, TV, and other methods of communication to determine when an "All Clear" is issued and the shelter-in-place can be lifted.

Policies and Procedures for the Prevention of Diversion

Northeast Alternatives, Inc.'s ("NEA") operating policies and procedures ensure prevention of diversion, theft, and illegal or unauthorized conduct pursuant to the CCC's Adult Use of Marijuana regulations codified in 935 CMR 500. Considerations regarding diversion prevention measures include, but are not limited to, marijuana establishment agent accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport or analysis is to be stored and tracked in a manner that prevents diversion, theft, or loss.

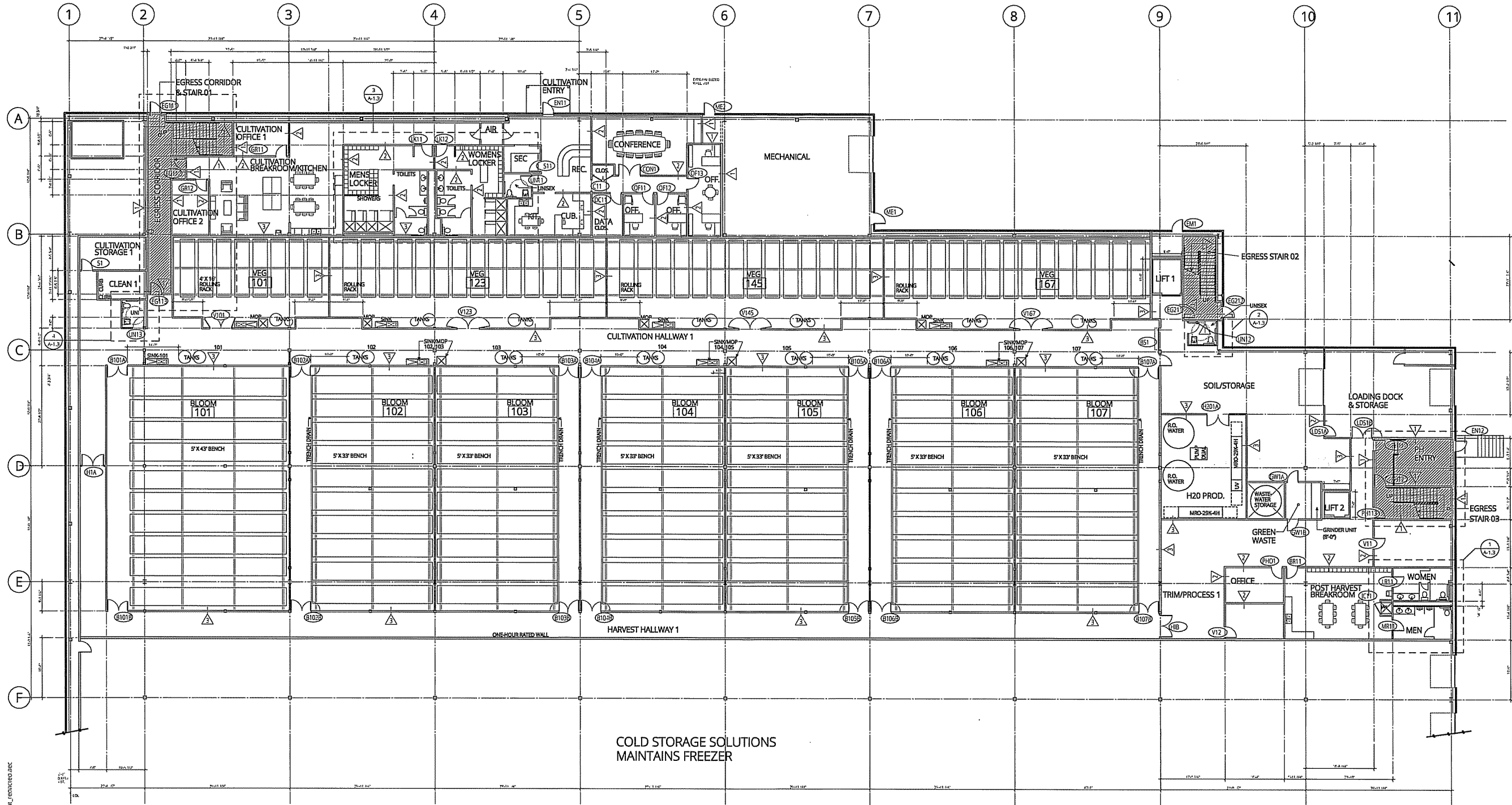
More specifically, diversion measures include policies and procedures requiring that:

- Identification is verified on the premises to ensure that only individuals 21 years or older are permitted in NEA's cultivation facility.
- Employees are made aware of crime prevention techniques under 935 CMR 500.105(1)(b).
- Any marijuana establishment agent who has diverted marijuana is immediately dismissed, and this is reported to law enforcement and to the CCC pursuant to 935 CMR 500.105(1)(l).
- All employees involved in the handling and sale of marijuana for adult use complete a responsible vendor training program with a curriculum covering diversion prevention and prevention of sales to minors and comply with all other marijuana establishment agent training requirements under 935 CMR 500.105(2).
- NEA only engage in reasonable marketing, advertising, and branding practices that do not promote the diversion of marijuana and comply with all other marketing and advertising requirements under 935 CMR 500.105(4).
- Warning statements required by the CCC's regulations are affixed to all applicable products, and that NEA's labels comply with all other labeling of marijuana and marijuana products requirements under 935 CMR 500.105(5).
- Tamper or child-resistant packaging is used for applicable marijuana products, and that NEA's products comply with all other packaging of marijuana and marijuana products requirements under 935 CMR 500.105(6).
- NEA maintain real-time inventory, and tracking and tagging all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the CCC.

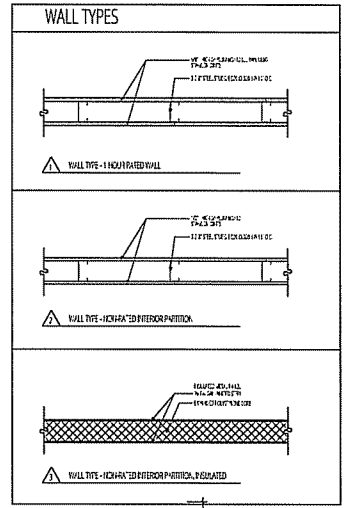
- Records are kept for inventory, seed-to-sale tracking for all marijuana products, personnel (including documentation of the completion of required training), and waste disposal, and that NEA comply with all other record keeping requirements under 935 CMR 500.105(9).
- Marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, is stored in a separate area, until such products are destroyed; and that NEA comply with all other storage requirements under 935 CMR 500.105(11).
- Two or more marijuana establishment agents witness and document how the marijuana waste is disposed or otherwise handled, and that NEA comply with all other waste disposal requirements under 935 CMR 500.105(12).
- All transported marijuana products are linked to the seed-to-sale tracking program, that all vehicles transporting marijuana are staffed with a minimum of two marijuana establishment agents, and that any vehicle accidents, diversions, or other reportable incidents that occur during transport are reported to the CCC and law enforcement within 24 hours, and that NEA comply with all other transportation requirements under 935 CMR 500.105(13).
- All security requirements under 935 CMR 500.110 are followed, including:
 - Implementing sufficient safety measures to deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana at NEA's adult-use marijuana retail location;
 - Adopting procedures to prevent loitering and to ensure that only individuals engaging in activity expressly or by necessary implication permitted by the CCC'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 NEA, agents of the CCC, 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 CCC 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 NEA's own expense, a security system audit by a vendor approved by the CCC, and all other security audits requirements under 935 CMR 500.110(8).

Storage of marijuana

- Final products will be stored in a designated vault room, a highly secure interior room within a Limited Access Area of the NEA facility.
- No marijuana products or byproducts will be left unsecured or unattended at any time.
- Only designated agents will be permitted to access the final product storage vault.
- Records of the date/time and the agents present when the final product storage vault is opened will be and maintained via sign in logs at the final storage vault.
- At no time will the door of any room containing the final product storage vault be left open while the room is unattended. If the room is in use, then the outer door will be kept closed.
- The vault will only be open during the time required to remove/replace marijuana and marijuana products.
- The vault will have a separate cash Safe to insure that finished product stays separated from cash storage.
- A record of the names of persons having access to the vault rooms will be maintained by Director of Security.
- Security containers, final product storage vaults, cabinets, and other authorized storage containers will be kept locked when not under the direct supervision of an authorized agent entrusted with the contents.
- Access to vault room is highly restricted and is safeguarded via the use of Biometric fingerprint and pin code.



COLD STORAGE SOLUTIONS
MAINTAINS FREEZER



NORTHEAST ALTERNATIVES
CULTIVATION FACILITY
310 KENNETH WELCH DRIVE,
LAKEVILLE, MA

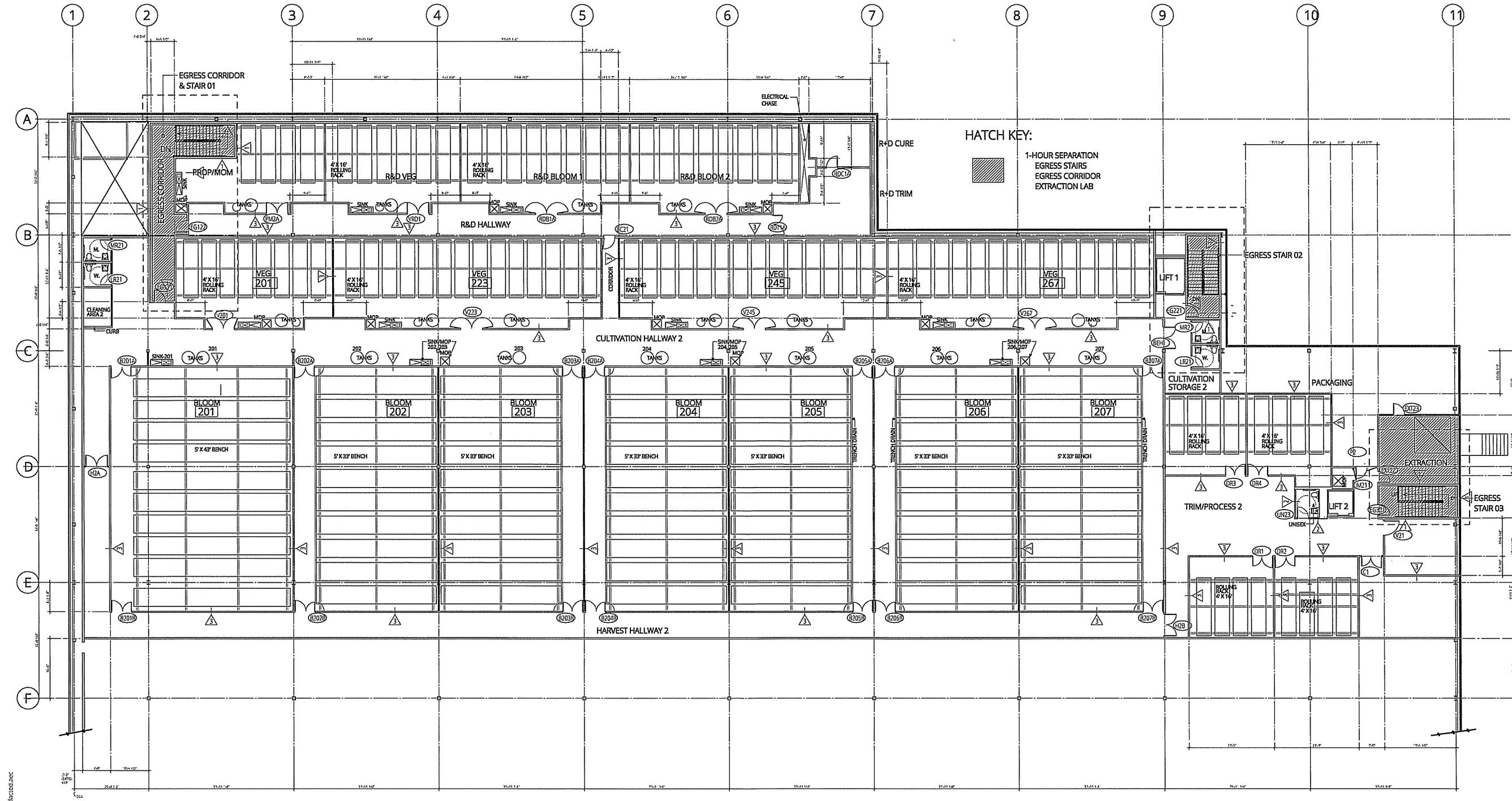
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NO.	DATE	ISSUE / REV.

DATE: 2/24/2020
DRAWN: C.J.W.
CHECKED: W.W.S.
SCALE: 3/32" = 1'-0"
JOB NO.: 19-000
FILE NO.:

FIRST FLOOR PLAN
GRADE LEVEL

23.01.19.2019\14171.LDD Storage Solutions - Northeast Alternatives - Revit Model\Drawings\Freezer In-Cool_Revit.rvt



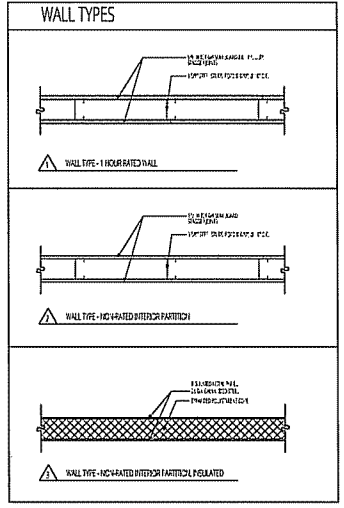
**NORTHEAST ALTERNATIVES
 CULTIVATION FACILITY
 310 KENNETH WELCH DRIVE,
 LAKEVILLE, MA**

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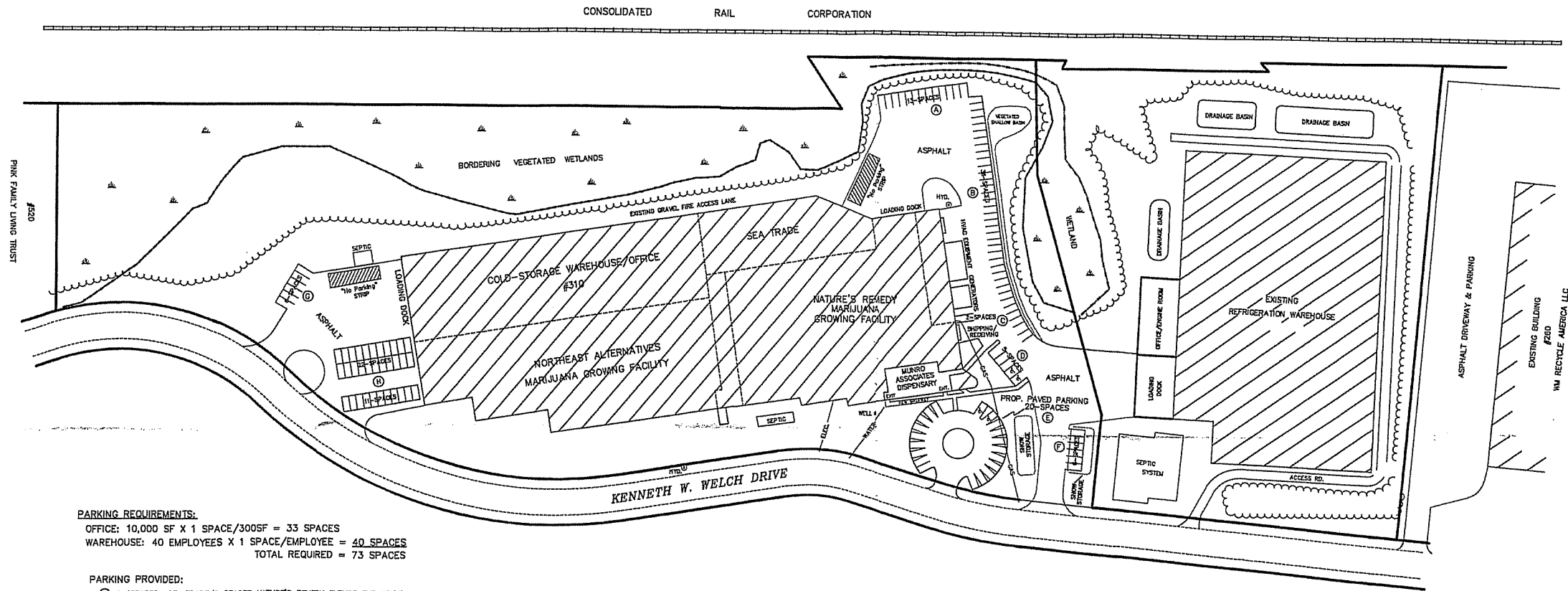
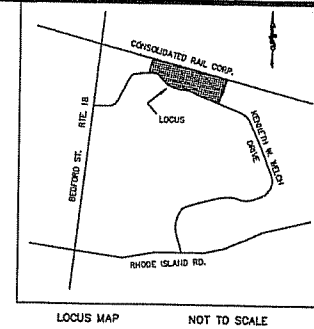
NO. | DATE | ISSUE / REV.

DATE: 2/24/2020
 DRAWN: C.J.W.
 CHECKED: W.W.S.
 SCALE: 3/32" = 1'-0"
 JOB NO.: 19-00X
 FILE NO.:

SECOND FLOOR PLAN
 ONE STORY ABOVE
 GRADE LEVEL



Z:\2019\2019-01-12 Cold Storage Solutions - Northeast Alternatives Tenant Floor\Drawings\Floor\refined\2nd.flt



PARKING REQUIREMENTS:
 OFFICE: 10,000 SF X 1 SPACE/300SF = 33 SPACES
 WAREHOUSE: 40 EMPLOYEES X 1 SPACE/EMPLOYEE = 40 SPACES
 TOTAL REQUIRED = 73 SPACES

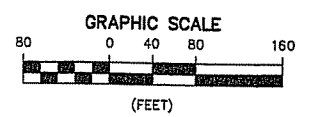
- PARKING PROVIDED:**
- Ⓐ 4 SPACES SEA TRADE/9 SPACES NATURE'S REMEDY FUTURE EXPANSION
 - Ⓑ 39 SPACES NATURE'S REMEDY
 - Ⓒ 2 SPACES CONTRACTOR
 - Ⓓ 5 SPACES COLD STORAGE
 - Ⓔ 20 SPACES FUTURE DISPENSARY
 - Ⓕ 6 SPACES COLD STORAGE
 - Ⓖ 6 SPACES SEA TRADE
 - Ⓖ 33 SPACES NORTHEAST ALTERNATIVES

121 SPACES PROVIDED

ZONING: INDUSTRIAL
 SETBACKS: FRONT, SIDE & REAR - 40'
 MAX. LAND COVERAGE - 70% W/DENSITY BONUS
 MAX. LAND COVERAGE (PROPOSED) - 57%

- NOTES:**
1. OUTDOOR LIGHTING SHALL BE PROVIDED IN ACCORDANCE WITH TOWN OF LAKEVILLE LIGHTING BY-LAWS.
 2. ANY NEW SIGNS SHALL CONFORM WITH TOWN OF LAKEVILLE SIGN REGULATIONS.
 3. STRICTLY FOR THE PURPOSE OF 935 CMR 500.000 ADULT USE OF MARIJUANA.

SEE "SUBSURFACE SEWAGE DISPOSAL SYSTEM NEW CONSTRUCTION" 310 KENNETH WELCH DRIVE DATED: 8-12-19 BY ZENITH CONSULTING ENGINEERS ON FILE WITH THE LAKEVILLE BOARD OF HEALTH FOR LATEST SEPTIC SYSTEM DETAILS.



LAKEVILLE PLANNING BOARD
 SITE PLAN APPROVAL
Shane J. Hoag
Barbara Maruca
Eric M. Ly
 DATE: 2-13-2020

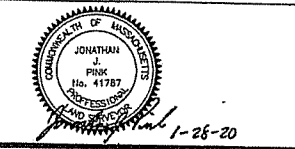
SITE PLAN APPROVAL AND SPECIAL PERMIT FOR AN ADULT USE MARIJUANA ESTABLISHMENT
310 KENNETH W. WELCH DRIVE LAKEVILLE, MASSACHUSETTS

PREPARED FOR: MUNRO ASSOCIATES LLC
 885 BUFFINTON ST.
 SOMERSET, MA 02726

DATE: 1/21/20 SCALE: 1"=80' JOB No. 212-164

AZOR LAND SCIENCES, INC.
 328 BEDFORD ST. LAKEVILLE, MA. 02847
 TEL. (608) 948-5427 FAX (608) 947-0176

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