

BOARD OF SELECTMEN
MONDAY, JUNE 6, 2022
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649

MASHPEE TOWN CLERK

JUN 02 2022

RECEIVED BY:



Broadcast Live on Local Cable Channel 18

Streamed Live on the Town of Mashpee Website: <https://www.mashpeema.gov/channel-18>

6:30 p.m. – Convene Meeting in Open Session

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES Approval of the following:

Monday, May 16, 2022 Regular & Executive Sessions; Monday, May 23, 2022 Regular Session

APPOINTMENTS & HEARINGS

- Discussion and Approval of Special Event: Head of the Ponds Regatta, 9/11/22, 5:30-10 am: Alan Robinson
- 6:35 pm – Public Hearing: New Seasonal All Alcoholic Beverages Package Store License Popponesset Fresh Market LLC, 259 Shore Drive, Unit #1, Mashpee, MA 02649, Megan A. Burdick, Manager
- Discussion and Approval of New Seasonal All Alcoholic Beverages Package Store License: *Popponesset Fresh Market LLC*
- Discussion and Certification of the Hiring Process for Firefighter/EMT Sean Clifford: *Fire Chief Jack Phelan*
- Department of Public Works Director Catherine Laurent: Discussion and Approval of the Following:
 - Award and Extensions of Annual Department of Public Works Contracts
 - Mashpee Middle-High School Track & Field Renovation: Change Order #1
 - Purchase of Diesel and Gasoline
 - Operation of the Transfer Station, Hauling of Recyclables
 - Reconsideration of Extension of License to Gotta Do Contracting: Shared Use Yard Waste Area at Transfer Station
- Discussion and Approval of Proposed Great River Boat Ramp Parking: *Recreation Director Mary Bradbury*
- Discussion and Approval of Research Project with Aquaculture Research Corporation (ARC): *Natural Resources Dept.*
- Public Hearing (Continued from March 21, 2022 and May 23, 2022): *2022 Shellfish Regulations*
- Discussion and Approval of the 2022 Shellfish Regulations
- Presentation, Discussion and Approval of Negotiating a Host Community Agreement: *Tradesmen Exchange, LLC*

COMMUNICATIONS & CORRESPONDENCE

Mashpee-Wakeby Lake Management Committee

OLD BUSINESS

NEW BUSINESS

- Discussion and Approval of Sending Correspondence to the ACLU
- Discussion and Approval of Appointments to the Sewer Commission:
Member-at-Large (Term Expires June 30, 2023): *Ernest Virgilio*; Precinct 2 (June 30, 2025): *Chad Smith*
- Discussion and Approval of Board, Committee and Commission Annual Reappointments
- 2022-2023 Select Board Liaison Assignments: *Chair Andrew Gottlieb*
- Update on Clear Cutting at Lots 64, 58, & 54 Algonquin Avenue

ADDITIONAL TOPICS This space is reserved for topics that the Chairman did not reasonably anticipate would be discussed

LIAISON REPORTS

TOWN MANAGER UPDATES

PUBLIC COMMENT

EXECUTIVE SESSION

Discussion of Strategy with Respect to Litigation (Conservation Law Foundation) Pursuant to MGL c 30A, §21 (a) (3)

ADJOURNMENT

**AGENDA
BOARD OF SELECTMEN
MONDAY, MAY 16, 2022
WAQUOIT MEETING ROOM
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6:30 p.m. – Convene Meeting in Open Session

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, April 25, 2022 Regular Session; Monday, May 2, 2022 Regular Session

APPOINTMENTS & HEARINGS

- Discussion and Approval of the Following Special Event:
Race Amity Day-June 12 2022; 12-4 pm; Mashpee Community Park
- Discussion and Approval of the Following Proclamations
 - Race Amity Day
 - Mashpee Chamber of Commerce Citizen of the Year
- Discussion and Approval of the Following Appointments:
Conservation Commission:
Member at Large: Steven Cook (Term Expires June 30, 2023)
Associate Member: Marjorie Clapgood (Term Expires June 30, 2022)
Mashpee Inclusion and Diversity Committee:
Member-at-Large: Rowela Kent (Term Expires June 30, 2022)
- Discussion and Approval of the Following Resignations:
Affordable Housing Committee: *Member-at-Large: Michael Richardson (Term Expires June 30, 2022)*
- Public Comment

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

Discussion and Approval of Board of Selectmen Meeting Schedule July – December 2022

ADDITIONAL TOPICS (This space is reserved for topics that the Chairman did not reasonably anticipate would be discussed)

LIAISON REPORTS

TOWN MANAGER UPDATES

EXECUTIVE SESSION

Discussion of Strategy with Respect to a Personal Service Contract with Deputy Fire Chief Joseph Peltier pursuant to M. G.L. c. 30A, §21 (a) (3)

Discussion of Strategy relative to pending litigation in the matter of Haney, Trustee of Gooseberry Island Trust v. Town of Mashpee Zoning Board of Appeals, et al; (USDC (Massachusetts) Docket No. 21-10718-JGD) pursuant to M. G.L. c. 30A, §21 (a) (3)

RECONVENE OPEN SESSION

Discussion, Approval and Ratification of Personal Service Contract for Deputy Fire Chief Joseph Peltier

REORGANIZATION OF THE BOARD

Nomination and Election of Chair, Vice- Chair and Clerk

ADJOURNMENT

Mashpee Select Board
Minutes
May 16, 2022

Present: Selectman Carol A. Sherman, Selectman David W. Weeden, Selectman Andrew R. Gottlieb,
Selectman John J. Cotton, Selectman Thomas F. O'Hara
Town Manager Rodney C. Collins
Assistant Town Manager Wayne E. Taylor

Meeting Called to Order by Chairman Sherman at 6:30 p.m.
Mashpee Town Hall, Waquoit Meeting Room

MINUTES

Monday, April 25, 2022 Regular Session and Monday, May 2, 2022 Regular Session:

Motion made by Selectman Gottlieb to approve the Regular Session minutes of Monday, April 25, 2022 and Monday, May 2, 2022 as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

APPOINTMENTS & HEARINGS

Discussion and Approval of the Following Special Event:

Race Amity Day-June 12 2022; 12-4 pm; Mashpee Community Park:

The Mashpee Select Board was in receipt of a Special Event Application for Race Amity Day hosted by the Mashpee Inclusion and Diversity Committee scheduled to be held on Sunday, June 12, 2022 from 12:00 p.m. to 4:00 p.m. at the Mashpee Community Park.

This is the 2nd Annual Race Amity Day Festival. It is estimated that 120 persons would be attending the event. Applicable regulatory officials have signed off on the event with stipulations required from the Department of Public Works.

Motion made by Selectman Gottlieb to approve the Special Event Application of the Mashpee Inclusion and Diversity to use the Mashpee Community Park on June 12, 2022 as referenced for the Annual Race Amity Day.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

Mashpee Select Board
Minutes
May 16, 2022

APPOINTMENTS & HEARINGS

Discussion and Approval of the Following Proclamations:

Selectman Gottlieb, Clerk of the Mashpee Select Board read aloud a Proclamation naming June 12, 2022 as Race Amity Day in the Town of Mashpee in support of diversity with a spirit of amity toward one another.

Motion made by Selectman Gottlieb to hereby proclaim June 12, 2022 as Race Amity Day in the Town of Mashpee.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes
Selectman Cotton, yes

Selectman Weeden, yes
Selectman O'Hara, yes

Selectman Gottlieb, yes
Opposed, none

Mashpee Chamber of Commerce Citizen of the Year:

It was announced that Thomas C. Rullo, serving 10 years as Fire Chief and Deputy Fire Chief was named Citizen of the Year by the Mashpee Chamber of Commerce. The proclamation was read aloud into the record.

Motion made by Selectman Gottlieb to proclaim May 18, 2022 as Thomas C. Rullo Day in the Town of Mashpee for being named by the Mashpee Chamber of Commerce as Citizen of the Year.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes
Selectman Cotton, yes

Selectman Weeden, yes
Selectman O'Hara, yes

Selectman Gottlieb, yes
Opposed, none

Discussion and Approval of the Following Appointments:

Conservation Commission: Member at Large: Steven Cook (Term Expires June 30, 2023):

A letter of interest was received from Steven Cook to serve as the Member At-Large to the Conservation Commission. Mr. Cook is presently an Associate Member. Included was a letter of recommendation from the Conservation Commission in support of this appointment.

Motion made by Selectman Gottlieb to appoint Steven Cook to the Conservation Commission as a Member At-Large.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes
Selectman Cotton, yes

Selectman Weeden, yes
Selectman O'Hara, yes

Selectman Gottlieb, yes
Opposed, none

Mashpee Select Board
Minutes
May 16, 2022

APPOINTMENTS & HEARINGS

Discussion and Approval of the Following Appointments: (continued)

Conservation Commission Associate Member: Marjorie Claprood (Term Expires June 30, 2022):

The Select Board was in receipt of a letter of interest and accompanying recommendation from the Conservation Commission for her appointment as an Associate Member.

Motion made by Selectman Gottlieb to appoint Marjorie Claprood to the Conservation Commission to serve as an Associate Member.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Mashpee Inclusion and Diversity Committee: Member-at-Large: Rowela Kent (Term Expires June 30, 2022):

Rowela Kent submitted a letter of interest to serve on the Mashpee Inclusion and Diversity Committee as a Member At-Large. Ms. Kent is well qualified for this position.

Motion made by Selectman Weeden to appoint Rowela Kent to the Mashpee Inclusion and Diversity Committee as a Member At-Large.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Discussion and Approval of the Following Resignations:

Affordable Housing Committee: Member-at-Large: Michael Richardson (Term Expires June 30, 2022):

Correspondence was received from the Town Manager dated May 12, 2022 regarding the resignation of Michael R. Richardson from the Affordable Housing Committee as a Member At-Large.

Motion made by Selectman Gottlieb to accept the resignation of Michael R. Richardson from the Affordable Housing Committee as a Member At-Large.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Mashpee Select Board
Minutes
May 16, 2022

APPOINTMENTS & HEARINGS

Public Comment:

Kevin Shackett of 31 Brewster Road, Mashpee voiced support to Select Board member John J. Cotton in his belief to stand for the Pledge of Allegiance.

Gregory McKelvey, a resident of Menemsha Road made note of the U.S. Constitution and the Bill of Rights stating that all persons have the right to worship and to speak freely.

Elana Doyle of Sunset Strip stated that it has been unfortunate the Select Board and others have been subject to personal attacks and underserving petty behavior. Those speaking harshly should do so with reasoning and not on a personal basis.

Cyndy Jones a Gold Star parent commented before the Select Board on behalf of those who have served our Country. One way to show our appreciation of our Military and to our Veterans is to stand together when a pledge is being said. The Military and the Veterans that defend our freedom defend our constitution, and there is nothing that stands between Man and God. Mrs. Jones indicated she is respectful the Select Board has stood strong during this tumultuous time.

NEW BUSINESS

Discussion and Approval of Board of Selectmen Meeting Schedule July – December 2022:

Proposed meeting dates for upcoming Select Board meetings from July to December 2022 were reviewed. The joint meeting between the Select Board and Mashpee Wampanoag Tribal Council on July 18, 2022 to be held at the Tribal Headquarters at 6:30 p.m. was added to the list of meetings.

Motion made by Selectman Gottlieb to adopt the meeting schedule as amended for the remainder of 2022.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Weeden, yes

Selectman Gottlieb, yes

Selectman Cotton, yes

Selectman O'Hara, yes

Opposed, none

LIAISON REPORTS

JBCC Meeting: Joint Base Cape Cod Meeting on Wednesday of this week.

Wastewater: Last week the County Commissioners forward an RFP to the MA Clean Water Trust to present a revised sliding scale for the septic loan program. The revision is expected to be reviewed at the state level.

Citizen of Year: The Citizen of the Year ceremony will be held on Wednesday at the New Seabury Country Club.

Mashpee Select Board
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TOWN MANAGER UPDATES

COVID: There has been an uptick in the number of cases, 17 new positive, a total of 24 current in the Town of Mashpee over the past weekend.

Town Hall Repairs: The Town Manager is expected to meet with the Capital Improvement Program (CIP) Committee and Finance Committee to secure reserve funds to correct the dividing wall in the great room that is currently not operational.

EXECUTIVE SESSION

Discussion of Strategy with Respect to a Personal Service Contract with Deputy Fire Chief Joseph Peltier pursuant to M. G.L. c. 30A, §21 (a) (3):

Discussion of Strategy relative to pending litigation in the matter of Haney, Trustee of Gooseberry Island Trust v. Town of Mashpee Zoning Board of Appeals, et al; (USDC (Massachusetts) Docket No. 21-10718-JGD) pursuant to M. G.L. c. 30A, §21 (a) (3):

Motion made by Selectman Gottlieb to move at 6:48 p.m. that the Board convene in executive session pursuant to GL c. 30A, §21 (a) (3) for the purpose of discussing strategy relative to:

- 1) Pending litigation in the matter of Haney, Trustee of Gooseberry Island Trust v. Town of Mashpee Zoning Board of Appeals, et al; (USDC (Massachusetts) Docket No. 21-10718-JGD)**
- 2) Personal Service Contract for Deputy Fire Chief Joseph Peltier**

with the chair declaring that such discussion in an open meeting may have a detrimental effect on the litigating and bargaining position of the Board.

The Board of Selectmen will reconvene in Open Session.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes
Selectman Cotton, yes

Selectman Weeden, yes
Selectman O'Hara, yes

Selectman Gottlieb, yes
Opposed, none

Mashpee Select Board
Minutes
May 16, 2022

RECONVENE OPEN SESSION - 6:57 p.m.

Discussion, Approval and Ratification of Personal Service Contract for Deputy Fire Chief Joseph Peltier:

Motion made by Selectman Gottlieb to ratify the Personal Service Contract between the Town of Mashpee and Deputy Fire Chief Joseph Peltier as presented.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

REORGANIZATION OF THE BOARD

Nomination and Election of Chair, Vice- Chair and Clerk:

Chairman Sherman opened the nomination process for the purpose of Reorganization.

Motion made by Selectman Weeden to nominate Selectman Andrew R. Gottlieb to serve as Chairman of the Select Board.

The nomination was seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Motion made by Selectman Gottlieb to nominate Selectman David W. Weeden to serve as Vice-Chairman of the Select Board.

The nomination was seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Motion made by Selectman Gottlieb to nominate Selectman John J. Cotton to serve as Clerk of the Select Board.

The nomination was seconded by Selectman Weeden.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

The Mashpee Select Board expressed sincere appreciation to Selectman Carol A. Sherman applauding her professionalism, kindness and dignity during her past service as Chair of the Mashpee Select Board.

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ADJOURNMENT

Motion made by Selectman Gottlieb to adjourn at 6:58 p.m.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes

Selectman Cotton, yes

Selectman Weeden, yes

Selectman O'Hara, yes

Selectman Gottlieb, yes

Opposed, none

Respectfully submitted,

Kathleen M. Soares
Secretary to the Select Board

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PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

APPOINTMENTS & HEARINGS

- 6:30 pm Pole Hearing: Pole Petition # MA2022-07 Mashpee Neck Road
Discussion and Approval of Pole Petition #MA2022-08 to Place a New Pole on Mashpee Neck Road
- 6:35 pm Public Hearing: Canonchet Avenue
- 6:40 pm Public Hearing: (Continued from March 21, 2022) : 2022 Shellfish Regulations
Discussion and Approval of Adopting the 2022 Shellfish Regulations
- Discussion and Approval of Order of Taking of Oldham Circle: *DPW Director Catherine Laurent*
- Update with Regard to Implementing a Residential Tax Exemption:
Finance Director Dawn Thayer, Treasurer/Tax Collector Craig Mayen, Assessing Director Joseph Gibbons
- Joint Base Cape Cod Briefing: *JBCC Commanders*

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Discussion and Approval of Mashpee Community Media Center (Mashpee TV) Contract
- Discussion and Approval of Amending Board of Selectmen Policy #081
"Public Participation at Public Meetings"

ADDITIONAL TOPICS

(This space is reserved for topics that the Chairman did not reasonably anticipate would be discussed)

LIAISON REPORTS

TOWN MANAGER UPDATES

PUBLIC COMMENT

EXECUTIVE SESSION

ADJOURNMENT

Mashpee Select Board
Minutes
May 23, 2022

Present: Selectman Andrew R. Gottlieb, Selectman David W. Weeden,
Selectman Thomas F. O'Hara, Selectman Carol A. Sherman
Town Manager Rodney C. Collins
Assistant Town Manager Wayne E. Taylor

Absent: Selectman John J. Cotton

Meeting Called to Order by Chairman Gottlieb at 6:30 p.m.
Mashpee Town Hall, Waquoit Meeting Room

APPOINTMENTS & HEARINGS

Pole Hearing: Pole Petition # MA2022-07 Mashpee Neck Road:
Discussion and Approval of Pole Petition #MA2022-07 to Place a New Pole on Mashpee Neck Road:

The Mashpee Select Board opened the Public Hearing by reading aloud the notice on petition #MA2022-07 from Verizon New England, Inc. and Eversource Energy d/b/a NStar Electric Company, proposing to place (1) new pole 53/52 on Mashpee Neck Road necessary to improve the existing pole line.

The Select Board opened the Hearing to solicit comment.

Tom Stanton was in attendance representing Verizon New England to review the petition request of Verizon to obtain proper height over the respective driveways since there is not enough clearance.

Being no further comment, the Select Board motioned as follows;

Motion made by Selectman Weeden to close the Public Hearing.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Weeden, yes	
Selectman O'Hara, yes	Selectman Sherman, yes	Opposed, none

Motion made by Selectman Weeden to approve Pole Petition #MA2022-07 from Verizon New England, Inc. and Eversource Energy d/b/a NStar Electric Company to place (1) new pole 53/52 on Mashpee Neck Road as requested.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Weeden, yes	
Selectman O'Hara, yes	Selectman Sherman, yes	Opposed, none

Mashpee Select Board
Minutes
May 23, 2022

APPOINTMENTS & HEARINGS

Public Hearing: Canonchet Avenue:

The Select Board opened the Public Hearing on the private to public road conversion of Canonchet Avenue as shown on plans entitled "Canonchet Avenue Road" in Mashpee dated January 27, 2022 and prepared by Cape & Islands Engineering. The Hearing notice was read into the record to adhere to posting procedures.

This is the first petition in the two-step petition process. The estimated and maximum betterment cost including construction, processing and interest is \$227,965.50. The maximum total cost to be borne by (8) property owners is \$28,495.68.

If the petitioners agree to move forward with the private to public road conversion, petition #2 should be submitted to the Office of the Town Manager/Select Board no later than Monday, July 11, 2022 for inclusion on the October 17, 2022 Town Meeting warrant.

The Select Board opened the Hearing to solicit comment.

Meredith Chadwick asked why all of the affected residents have not received the letter she received in the mail. It was disclosed the Office of the Town Manager/Select Board mailed certified letters to all property owners explaining the private to public road conversion process. If the residents chose to move forward with the road conversion, and wish to have an article on the October 2022 warrant it is necessary to submit a second petition by at least 50% + 1 of the affected property owners before the deadline.

Ms. Chadwick also asked why corner lots are not included in the betterment. In response it was indicated the betterment is based on the physical address of the property having frontage on Canonchet Avenue.

Ms. Chadwick noted there are four homes on corner lots which would create a betterment for twelve property owners. Ms. Chadwick asked who determines a legal address and is it a driveway or based on the front door?

In discussing cost assumptions Ms. Chadwick stated the expenses are high. It was noted that expenditures are incurred for developing a road layout plan. This includes engineering and recording fees. The project abuts wetlands and conservation requirements are included in the construction estimate. The estimate is consistent for one-year only. Thereafter, there are likely increases associated to project cost estimates. It was agreed that specifics regarding the betterment would be further addressed with Ms. Chadwick during normal business hours.

Being no further comment the Select Board motioned as follows;

Motion made by Selectman Sherman to close the Public Hearing.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

Selectman Gottlieb, yes
Selectman O'Hara, yes

Selectman Weeden, yes
Selectman Sherman, yes

Opposed, none

Mashpee Select Board
Minutes
May 23, 2022

APPOINTMENTS & HEARINGS

Public Hearing: (Continued from March 21, 2022) : 2022 Shellfish Regulations: Discussion and Approval of Adopting the 2022 Shellfish Regulations:

Discussion followed with regards to the Public Hearing continued from the Select Board meeting of March 21, 2022 relative to the 2022 Shellfish Regulations. It was disclosed the Select Board received a letter from the Mashpee Wampanoag Tribe this afternoon on the 2022 Draft Town of Mashpee Shellfish Regulations.

As the Hearing continued comment was received from Peter Thomas, Chair of the Mashpee Shellfish Commission. Mr. Thomas reiterated the Shellfish Commission has been diligently working on the regulations for the past two years before submitting the draft to the Select Board in March of this year.

The Shellfish Commission was noted to have voted unanimously to approve the new regulations and to bring forth the document to the Select Board for final approval at their May 19, 2022 meeting. With approval, the document relative to the new shellfish rules and regulations governing shellfishery would coincide with the issuing of new shellfish licenses.

Mr. Thomas conveyed disappointment to the late filed draft submitted by the Tribe. Language proposed would acknowledge that these regulations cannot deprive Tribal members of the free exercise of aboriginal rights. Attached to the document was a Resolution regarding Fishing in Contaminated Waters.

There was concern regarding this may set precedent for the Commonwealth as other Cape towns do not have similar Tribal language. On page 6 of the Draft 2022 Town of Mashpee Shellfish Regulations under Permit conditions, Item B; Unlawful harvest without a recreational permit.....including Native Americans with valid tribal identification cards who assert aboriginal rights to harvest for sustenance purposes. Does this mean that any federally recognized tribe has the right to shellfish in Mashpee? Has the Tribal Council formally taken action on the proposed language? It was recommended the language be clearly defined to establish distinct rules and regulations.

It was disclosed the state and the municipality lack jurisdiction authority to impede upon aboriginal rights which are non-negotiable. There is question as to how this would apply, especially on matters to safeguard public health and ensure compliance so all are educated and protected.

With regards to aboriginal rights, it was noted there is no prohibitive language in the document.

Carlton Hendricks Vice-President of the Mashpee Wampanoag Tribe indicated the language as proposed was not voted on by the Tribal Council, but voted upon by the Tribe's Natural Resources. A joint meeting is scheduled on July 18, 2022 between the Select Board and Tribal Council. Mr. Hendricks respectfully requested the Select Board defer voting on this matter until the joint meeting has convened.

Aboriginal rights are a high priority of the Tribal Council having plans to support any tribal member without the passing of this language. It was noted that five other Cape towns do not recognize or respect aboriginal rights.

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APPOINTMENTS & HEARINGS

Public Hearing: (Continued from March 21, 2022) : 2022 Shellfish Regulations:
Discussion and Approval of Adopting the 2022 Shellfish Regulations: (continued)

The Select Board was in agreement to form a subcommittee comprised of the two Select Board Tribal liaisons to further review this matter and report to the full board at their next meeting.

Motion made by Selectman Sherman to continue the Public Hearing on the 2022 Shellfish Regulations to Monday, June 6, 2022 at a time to be determined.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Weeden, yes	
Selectman O'Hara, yes	Selectman Sherman, yes	Opposed, none

Discussion and Approval of Order of Taking of Oldham Circle: DPW Director Catherine Laurent:

Catherine Laurent, Director of Public Works was present to request the Select Board approve the Order of Taking of Oldham Circle, a private to public road conversion project approved at the May 2022 Town Meeting. This is the last step in the approval process.

The total estimated cost for construction, processing and interest is \$387,906.75. The estimated maximum betterment cost to be borne by (7) property owners is \$55,415.25.

Motion made by Selectman Weeden to approve and execute the Order of Taking for Oldham Circle as presented.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 4-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Weeden, yes	
Selectman O'Hara, yes	Selectman Sherman, yes	Opposed, none

Update with Regard to Implementing a Residential Tax Exemption:

Finance Director Dawn Thayer, Treasurer/Tax Collector Craig Mayen, Assessing Director Joseph Gibbons:

The Select Board met with Dawn Thayer the Finance Director, Craig Mayen, Treasurer/Tax Collector and Joseph Gibbons the new Director of Assessing to review matters associated to the implementation of the Residential Tax Exemption. With approval of Article 8 of the May 2022 Special Town Meeting, initial steps are being conducted to begin preparation. This includes the issuance of a draft letter proposed to be mailed to the taxpayers with an application to apply for a residential exemption in Fiscal Year 2023.

Discussion followed regarding potential strengths and weaknesses associated to the implementation of this exemption.

Mashpee Select Board
Minutes
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APPOINTMENTS & HEARINGS

Update with Regard to Implementing a Residential Tax Exemption:

Finance Director Dawn Thayer, Treasurer/Tax Collector Craig Mayen, Assessing Director Joseph Gibbons:
(continued)

Positive attributes to the residential exemption include a revenue neutral effect on the tax levy. Year-round residents with modest properties would have a lower tax bill saving approximately \$300 per year.

If enacted it is recommended a residential exemption of no more than 20%. This would equate to \$870 for the average taxpayer with an assessed value home of \$540,000.

It is recommended the draft letter and accompanying application be send to all taxpayers. And, each year consider on whether to have a residential exemption and the percentage for the upcoming fiscal year.

It was also suggested the Select Board meet with the Board of Assessors to conduct a workshop session on the implementation. Greg Fraser, Chair of the Board of Assessors was in attendance and indicated the board has not taken a position for the upcoming fiscal year. Understanding the taxpayer will be undertaking significant expenses with the upcoming wastewater plan, a workshop session would be appropriate to educate and to promote the exemption.

Joint Base Cape Cod Briefing: JBCC Commanders:

The Select Board conducted their annual meeting with the Joint Base Cape Cod Commanders which include the Massachusetts National Guard, the Army National Guard, Air National Guard, Space Force and Coast Guard. All units are recognized and highly respected for their performance and reputation.
(enclosure)

NEW BUSINESS

Discussion and Approval of Mashpee Community Media Center (Mashpee TV) Contract:

After conducting due diligence Town Manager Rodney C. Colling highly recommended the Select Board approve the Agreement between the Town of Mashpee and Mashpee Community Media Center, Inc. (Mashpee TV) for the production and cablecasting of Public, Education and Government Access programming in Mashpee.

Mary Waygan of Ashumet Road commented on Section 6 – Access Corporation Obligation Item 9 regarding coverage for Town board meetings. Ms. Waygan noting there is a housing crisis recommended the coverage include the Mashpee Affordable Housing Committee.

Chris Ball of Mashpee TV stated the Agreement provides for coverage with proper notice as determined by the Town Manager.

Town Manager Rodney C. Collins indicated he is not comfortable moving forward with the amendment without negotiation. The contract is also due to expire in May, and the Select Board is not scheduled to meet until June 6, 2022.

Mashpee Select Board
Minutes
May 23, 2022

Discussion and Approval of Mashpee Community Media Center (Mashpee TV) Contract: (continued)

Motion made by Selectman Sherman to approve the Agreement between the Town of Mashpee and Mashpee Community Media Center, Inc. (Mashpee TV) as provided.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Weeden, yes	
Selectman O'Hara, yes	Selectman Sherman, yes	Opposed, none

Discussion and Approval of Amending Board of Selectmen Policy #081:
"Public Participation at Public Meetings":

The Select Board reviewed Policy #081 relative to Public Participation at Public Meetings revised from September 23, 2019. The new document enhances what has been in existence.

Public comment is intended to provide an opportunity to address matters of public concern for future Select Board action or response. Public comment is also intended to address matters of broad public interest, to raise an individual concern and to address matters of policy. Public comment is not intended to be an opportunity to attack or denigrate others. Speakers are asked to be civil and respectful.

The revised document has been reviewed and approved to form by Town Counsel.

Motion made by Selectman Sherman to approve amended Select Board Policy #081; Public Participation at Public Meetings.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 4-0.

Roll Call Vote:

Selectman Gottlieb, yes	Selectman Weeden, yes	
Selectman O'Hara, yes	Selectman Sherman, yes	Opposed, none

LIAISON REPORTS

Select Board Liaison List: Update to be finalized on June 6, 2022.

Assembly of Delegates: Due to the uptick in COVID meetings have been held via ZOOM which makes it more difficult to stay informed.

TOWN MANAGER UPDATES

Sticker Sales: Online sticker sales, the preferred option to obtain stickers is scheduled to begin next week. Stickers may also be obtained at the Town Clerk's Office starting on June 6, 2022 from 9-4 p.m.

Memorial Day Ceremony: The Memorial Day service is scheduled to be held in the Veteran's Garden at the Community Park beginning at 10:00 a.m.

COVID: 4 new cases as of today, 7 current with 23 cases out of isolation.

Mashpee Select Board
Minutes
May 23, 2022

PUBLIC COMMENT

Mary Waygan Chair of Planning Board offered comment to promote upcoming meetings important to the development of the updated Local Comprehensive Plan. Workshops are scheduled to be held at the Mashpee Library on June 11, 2022 (natural systems) and on July 23, 2022 (built systems) at 10:00 a.m. The website www.plan.mashpee.com is underway to launch a survey and to review updates. Evan Lehrer was acknowledged for the dissemination of information and for his planning efforts in moving this forward.

Meredith Harris a member of the Sewer Commission voiced concern to the lack of regular meetings with minimum communication. Ms. Harris requested transparency and further information regarding Phase I as well as the proposed Phase II plan.

It was noted the Select Board would be discussing this matter at their June 6, 2022 meeting. At this time, the Town is soliciting membership to the Sewer Commission and there has been little response to date. At present, the Town is working with GHD, project engineers and others on potential revisions that will be further reviewed by the respective parties. Phase I is projected to commence on schedule. Phase II is awaiting final decisions from the Select Board. The mission for clean water continues.

ADJOURNMENT

Motion made by Selectman Gottlieb to adjourn at 8:35 p.m.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 4-0.

Roll Call Vote:

Selectman Gottlieb, yes

Selectman Weeden, yes

Selectman O'Hara, yes

Selectman Sherman, yes

Opposed, none

Respectfully submitted,

Enclosure:

JBCC Commanders' Briefing

Kathleen M. Soares

Secretary to the Select Board



TOWN OF MASHPEE

OFFICE OF THE SELECTMEN

16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone – (508) 539-1401
bos@mashpeema.gov

MEMORANDUM

Date: June 2, 2022

To: Rodney C. Collins, Town Manager and
Honorable Members of the Board of Selectmen

From: Stephanie A. Coleman, Administrative Secretary

Re: Special Event Application – 2022 Head of the Ponds Regatta

Description

Discussion of the Special Event Application for the 2022 Head of the Ponds Regatta.

Background

The proposed event is scheduled to take place on Sunday, September 11, 2022 (Rain Date: September 12, 2022) from 5:30 AM to 10:00 AM, at Mashpee-Wakeby Pond and Attaquin Park.

Participation in this event is by invitation only and will be limited to 25 participants in one and two seat boats. Rowers will launch from the Attaquin Park beach, row north on Mashpee Pond through the passage to Wakeby Pond, around the three small islands and back to the Attaquin Park Beach.

Approximately eight large, orange, inflatable buoys will be temporarily anchored to mark the course. The race begins at 7:30 AM. The last competitors will be off the course by 8:45 AM. Temporary buoys will then be removed. All participants will depart by 10:00 AM. No food will be sold or given away.

Recommendations

Health – Approved, no additional comments.

Building – Approved. Not applicable.

DPW – Approved, applicant shall be responsible for picking up litter and recycling from the beach and parking lot. The Town will leave one portable toilet onsite after the beach season through September 11th. If additional toilets are requested the applicant shall reimburse the DPW for this cost.

Fire – Approved, no Fire Department requirements.

Police – Approved, no detail officers will be required for this event.

2022 Head of the Ponds Regatta

Mashpee-Wakeby Pond, Mashpee, MA
Sunday, September 11, 2022

Overview

The Head of the Ponds regatta is a long distance (Head) race of 7,500 meters for singles and doubles on one of the most beautiful rowing venues in New England: Mashpee-Wakeby Pond on Cape Cod. Now in its second year, the regatta follows a challenging route that runs north along the length of Mashpee Pond, weaves a narrow path through the passage to Wakeby Pond, then requires a circumnavigation of three uninhabited islands before heading to the finish at the southern end of Mashpee Pond.

Entries & Fees

In this, our third year, entries are by invitation only. Our intent is to continue to test out the racecourse with an increasing number of experienced rowers to gauge whether the distance and skills required to navigate the course are reasonable enough to provide for a larger competitive field.

Entry Fees: \$30 for singles; \$60 for doubles.

Logistics

The race will be held on Sunday, September 11th. There will be no rain date. The race venue is Attaquin Park in Mashpee, MA. Course navigation will be assisted through the placement of a series of orange or yellow buoys spaced along the racecourse coupled with safety launches to help keep you safe.

Location: Attaquin Park, Mashpee-Wakeby Pond, Mashpee, MA

Arrival: 5:30-6:00am.

- Place your boat on slings on the beach. There's plenty of room.
- Course attendants will direct you where to park
- Coffee and muffins will be provided

Meeting: 6:30am

Bow #s: Will be provided

Launching: Wet launch in shallow water from the beach

Warm Up: 6:45-7:15am

Start: 7:30am
Handicaps: Will be applied

-2-

Racecourse

- Warm up:** To the East of the racecourse toward the rising sun. Head northeast hugging the eastern shore of Mashpee Pond for ~1000 meters until you reach the first warm-up mark. Turn west to the second mark, then south in the direction of the beach and the starting line. Watch for oncoming traffic. Steer well clear of the racing lane.
- The Start:** Bring the nose of your boat to a stand-still in line with the yellow/orange buoy marking the starting line ~100 meters north of the beach. Set your stroke coach to zero and GO!
- Passage:** Located ~1800 meters northwest of the starting line. Steer to the west of the orange buoy, passing it off your starboard (left) side. Watch for the No Wake Zone marker on your right. Continue north through the passage until you pass the second orange buoy on your starboard side.
- The Islands:** Once you've emerged from the passage, you'll enter Wakeby Pond. There, you will circumnavigate three small islands and round one peninsula in a clockwise rotation.
- Keith Island: 500 meters, northeast of the passage
 - Jefferson Island: 600 meters northeast of Keith Island
 - Cleveland Island: 800 meters southeast of Jefferson Is.
 - Conaumet Point: 500 meters northwest of Cleveland Is.
 - North passage: 700 meters southwest of Conaumet Pt
- The Finish:** The finish line is 1800 meters from the southern end of the passage. One race marker will guide you in the direction of the finish line. Again, leave the race marker to starboard (left side).

Notes:

- All race buoys should be passed on your **Starboard** side (left side) with the lone exception of the one turn buoy at Conaumet Point.
- On your return, when exiting the Passage, be sure to pass between the race marker and the shallows buoy. Do **not** cut inside the shallows buoy marker. It's there for a reason (*hint: its shallow!*)
- When being passed, please display good sportsmanship. Yield early and move to the outside.

- After you finish, please move away from the finish area. You may cool down to the east or exit at the beach.

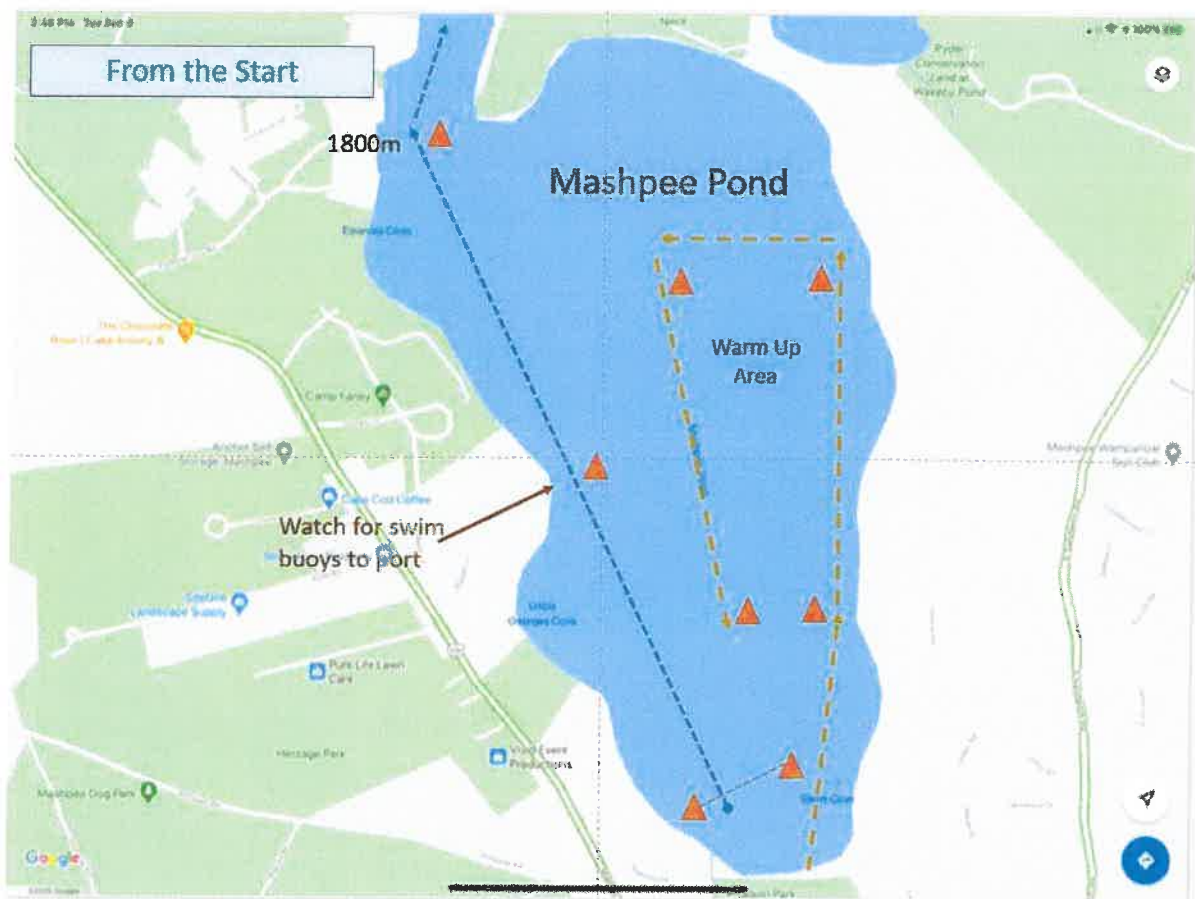
-3-

Head of the Ponds Course Map



- Racing
 - Leave all orange buoys to Starboard except Conaunet Point
 - Use extra caution when rowing through the Passage
 - Pass close to race buoys in the Passage to avoid shallow areas

Warm-Up Area

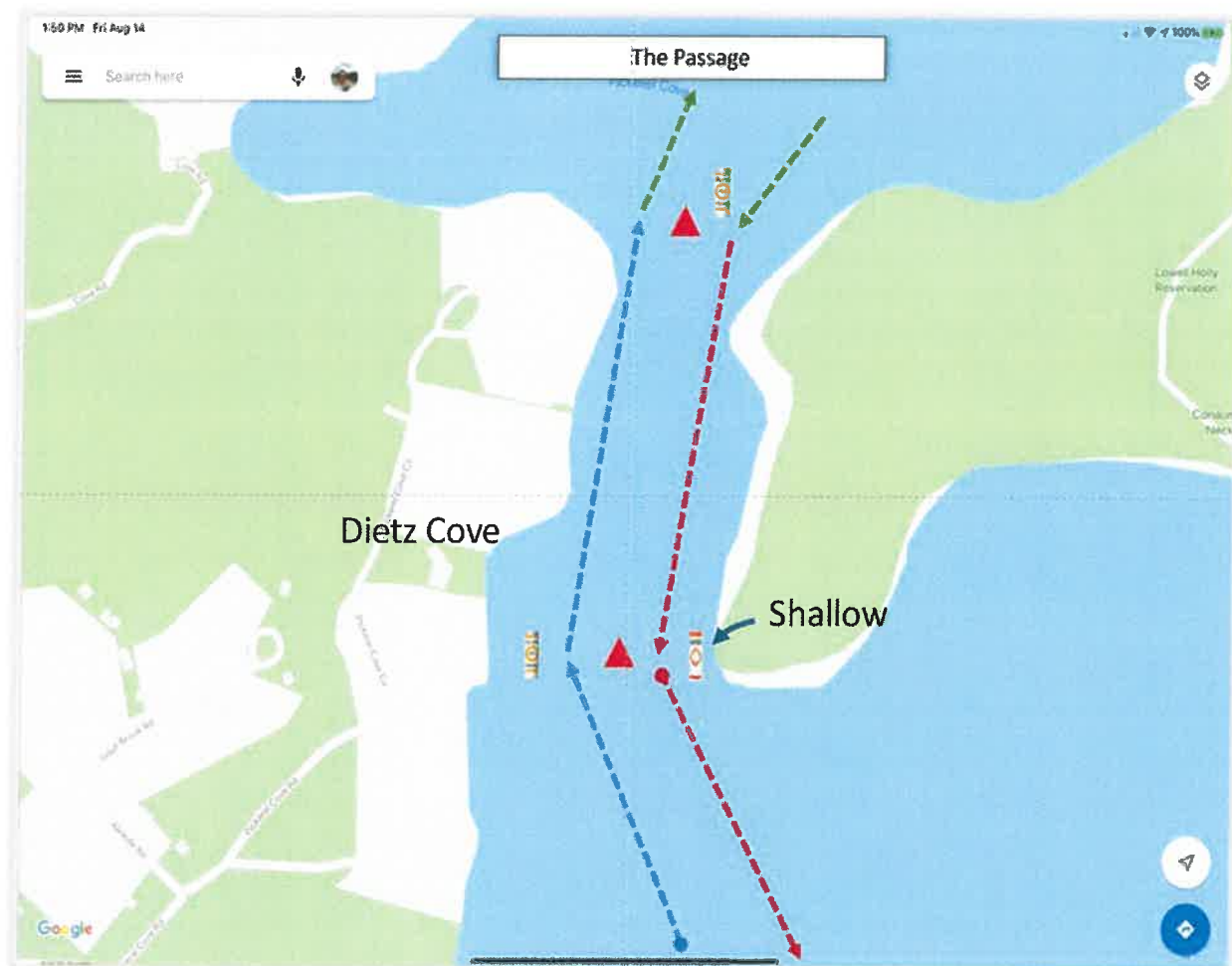


- A large Warm-Up area has been established to the East of the racecourse with ample room to avoid other rowers.
- When leaving the beach, head northeast toward the rising sun and hug the shore as you head north.
- At the top of the Warm-Up area, turn west, then south.

- Be sure to steer clear of the racecourse and of others warming up in the opposite direction.

-5-

Mashpee-Wakeby Passage



- Leave the race markers at both ends of the Passage to Starboard (left side) on your way north and south.
- As you approach the Passage heading north, be sure to turn to make the gradual turn to starboard (on your port oar) to avoid Dietz Cove.

- On your return at the southern end of the Passage, be sure to pass between the race marker and the Shallow buoy.
- Steer carefully through the passage and slow down if necessary (never!)
- Do NOT cut between Shallow buoy and the shore. It won't hurt you, but your boat might not be happy.

-6-

Directions to Mashpee-Wakeby Pond

From the North (Boston)

- Route 3 South across the Sagamore Bridge
- Route 6 East toward Provincetown
- Route 130 South toward Mashpee
- Attaquin Park is approximately 7 miles down Rte 130 on your left

From the West (North Falmouth)

- Route 151 East to the Mashpee Rotary
- Head north on Great Neck Road to the end
- Left on Route 130 for a very short distance
- Entrance to Attaquin Park is on your right

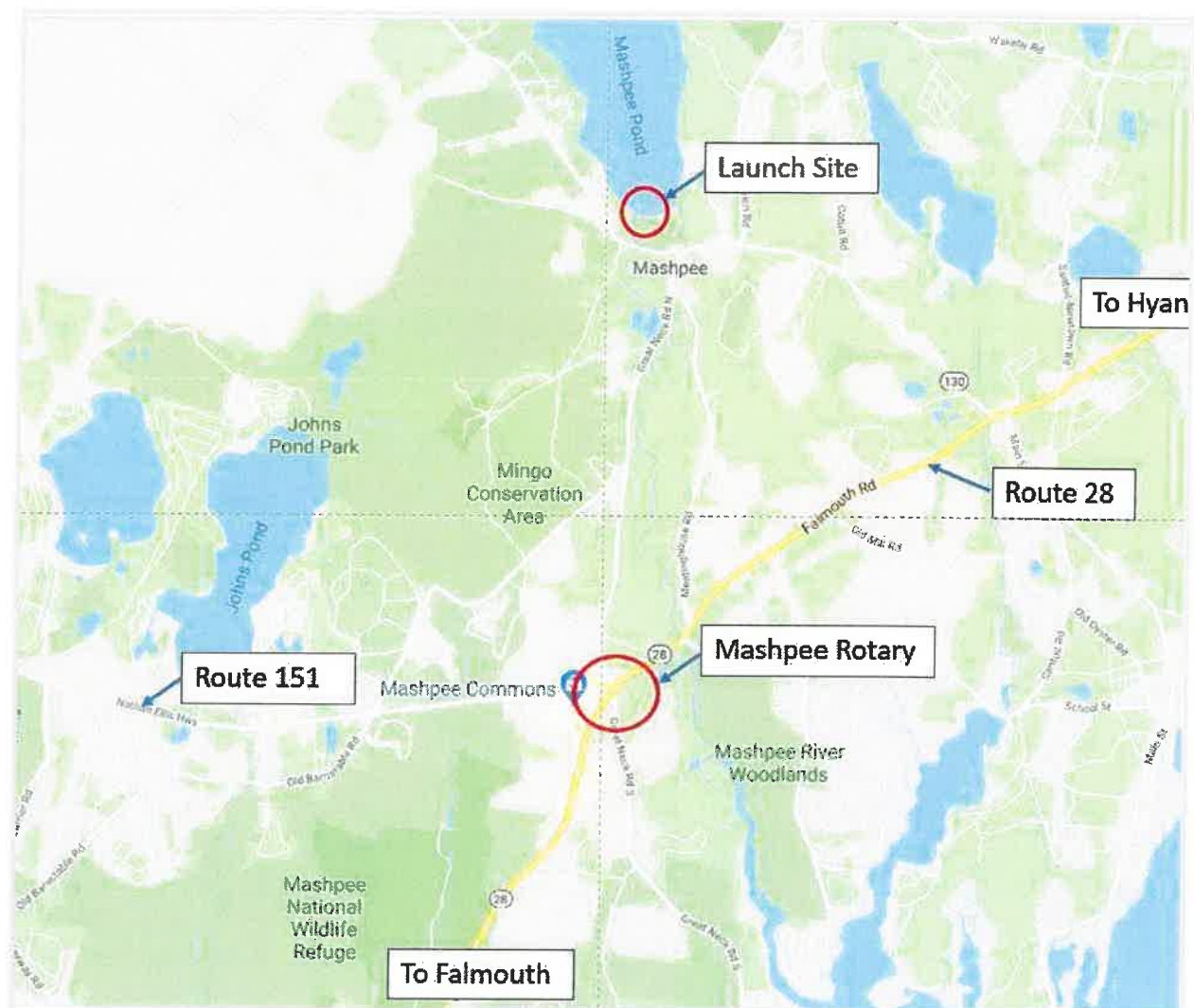
From the South (Falmouth)

- Route 28 South (heading East) to the Mashpee Rotary
- Head north on Great Neck Road to the end
- Left on Route 130 for a very short distance
- Entrance to Attaquin Park is on your right

From the East (Hyannis, Chatham)

- Route 28 North (heading West) to the Mashpee Rotary
- Head north on Great Neck Road to the end
- Left on Route 130 for a very short distance
- Entrance to Attaquin Park is on your right before the bridge

Location Map

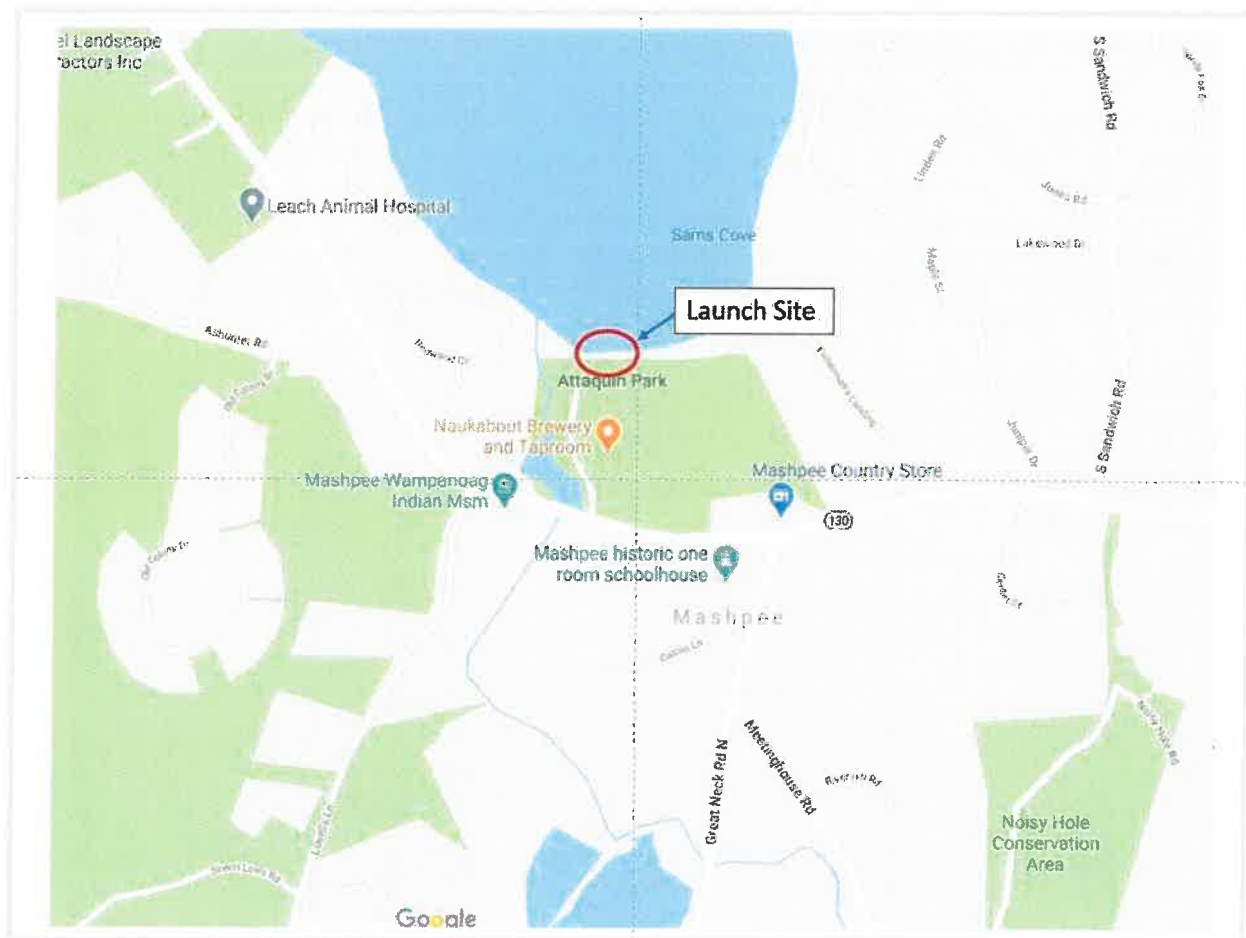


Location:

- **Mashpee-Wakeby Pond** is just off Route 130 due south of Route 6 and due north of the Mashpee Rotary at the intersections of Routes 151 and 28 in Mashpee, MA.
- The launch area with competitor parking is located at **Attaquin Park** on the very southern-most point of Mashpee Pond.

-8-

Launch Site: Attaquin Park



Attaquin Park

- Parking in Attaquin Park is limited. Boats and oars should be immediately unloaded and set up on slings on the beach

- After setting up your boats on the beach, please sign the racing waiver and pay the regatta fee: \$20-for singles; \$40 for doubles.
- There are no docks, so be prepared for a water start. The launch area is conveniently shallow and sandy. Water is clean, clear and swimmable.
- A competitor's meeting will be held at 6:30am

-9-

Mashpee and Wakeby Ponds

From Wikipedia, the free encyclopedia

Mashpee Pond 41°39′40″N 70°29′08″W﻿ / ﻿41°40′30″N 70°29′08″W﻿ / 41.67500°N 70.48556°W are adjoining ponds in [Mashpee](#) and [Sandwich, Massachusetts](#). When considered together, these two ponds cover 729 acres (2.95 km²) and constitute the largest [freshwater](#) pond on [Cape Cod](#). This pair is 85 feet (26 m) deep at its deepest point. The Fishing Record for most bass caught in a day belongs to Tim walls on August 21,2016. The record for most fishing trips without a single fish caught belongs to P.J Keliher at 26. These [kettleholes](#) are fed by [groundwater](#) and have no [inlet streams](#). The ponds' sole [outlet](#) stream, the [Mashpee River](#), flows south to [Popponesset Bay](#).

[Boating](#) access to the ponds is possible via a state-maintained [concrete](#) launching ramp off [Route 130](#) in Mashpee. The ponds are heavily used for [boating](#), [swimming](#), [bass fishing](#) and [trout fishing](#). However, there is no public beach on the lakes on which boats may be put ashore.

Ice fishing and fly fishing take place on these waters in addition to bait-casting. In 2006, a few fish pulled from Mashpee and Wakeby Ponds won awards from [MassWildlife's](#) Freshwater Sportfish Awards Program. Among these were a 7 lb 3 oz (3.3 kg) [white catfish](#) and a 1 lb 5 oz (0.60 kg) [sunfish](#).

[Attaquin Beach](#), a youth [summer camp](#), and homes line the ponds' shores.

Regatta Director: Heri Songerath

Honorary Captain: Jim Dietz, Olympian and friend

**TOWN OF MASHPEE
BOARD OF SELECTMEN
PUBLIC HEARING NOTICE**

The Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application for a New Seasonal All Alcoholic Beverages Package Store License of Popponesset Fresh Market, LLC, 259 Shore Drive, Unit #1, Mashpee, MA 02649, Megan A. Burdick, manager. The premises is described as the first floor of a two story wood-frame structure, 1,863 square feet, two entrances and two exits.

Said hearing will be held on Monday, June 6, 2022 at 6:35 p.m. in the Waquoit Meeting Room at Mashpee Town Hall, 16 Great Neck Road North, Mashpee, MA 02649.

Broadcast Live on Local Cable Channel 18

***Streamed Live on the Town of Mashpee Website*:**

<https://www.mashpeeema.gov/channel-18>

You can submit comments and questions via email to **bos@mashpeeema.gov** prior to the meeting date and time.



**TOWN OF MASHPEE
BOARD OF SELECTMEN
PUBLIC HEARING
NOTICE**

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Board of Selectmen

Andrew R. Gottlieb, Chair
David W. Weeden, Vice Chair
John J. Cotton, Clerk
Thomas F. O'Hara
Carol A. Sherman

May 27, 2022

Per Order of
Mashpee Board of Selectmen

Andrew R. Gottlieb, *Chair*
David W. Weeden, *Vice-Chair*
John J. Cotton, *Clerk*
Thomas F. O'Hara
Carol A. Sherman



TOWN OF MASHPEE

OFFICE OF THE SELECTMEN

16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone – (508) 539-1401
bos@mashpeema.gov

MEMORANDUM

Date: June 2, 2022

To: Rodney C. Collins, Town Manager, and
Honorable Members of the Selectmen

From: Stephanie A. Coleman, Administrative Secretary

Re: New Seasonal All Alcoholic Beverages Package Store License: Popponesset Fresh Market LLC

Description

Discussion and approval of the application of Popponesset Fresh Market, LLC for a New Seasonal All Alcoholic Beverages Retail Package Store License.

Background

The Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application for a New Seasonal All Alcoholic Beverages Package Store License of Popponesset Fresh Market, LLC, 259 Shore Drive, Unit #1, Mashpee, MA 02649, Megan A. Burdick, manager. The premises is located on the first floor of a two story wood frame structure, designated as Building 1, consist of approximately 1,863 square feet of floor space with two entrances and two exits.

***A Seasonal package store license was granted to Morrison Marketplace, LLC dba The Poppy Market in 2020 at the same location, however the licensee did not renew the license for 2022 leaving one Seasonal Package Store License available for the Town quota.**

Recommendation

Attached for your reference is the completed Retail Alcoholic Beverages License Application.

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 24f3e209-8dc5-4a9c-96be-6ca38caed45d

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	POPPONESSET FRESH MARKET LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Total Amount Paid: \$204.70

Date Paid: 5/12/2022 12:31:33 PM EDT

Payment On Behalf Of

License Number or Business Name:
POPPONESSET FRESH MARKET, LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Douglas

Last Name:
Cabral

Address:
-

City:
Forestdale

State:
MA

Zip Code:
02644

Email Address:
DouglasCabralEsq@gmail.com



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APR 12 2022 PM 12:53

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION FOR A NEW LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME Popponneset Fresh Market, LLC

ADDRESS 70 Geraldine Road

CITY/TOWN Cotuit

STATE MA

ZIP CODE 02635

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS
TRANSMITTAL FORM ALONG WITH
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

Applicant is applying for a seasonal off-premises all alcoholic beverage license so it may sell alcoholic beverages as part of its operation of a small general store / market, located in the Popponesset Marketplace.88

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

The premises is located on the first floor of a two story wood-frame structure, designated as Building 1, Popponesset Marketplace, 259 Shore Drive, Mashpee, MA. The premises to be licensed consists of approximately 1,863 square feet of floor space and has two (2) means of ingress and egress. The premises to be licensed contains a large open area for product displays, a walk in beer cooler and a deli counter.

Total Square Footage:

Number of Entrances:

Seating Capacity:

Number of Floors

Number of Exits:

Occupancy Number:

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	03/13/2022
State of Incorporation	Massachusetts	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Megan A. Burdick			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager & Member	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
MA Resident	<input checked="" type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
MA Resident	<input type="radio"/> Yes <input type="radio"/> No		

Additional pages attached?

☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name Popponesset Marketplace, LLC

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date 03/15/2022

Rent per Month

Lease Ending Date 10/31/2023

Rent per Year

Please see Additional Information

Will the Landlord receive revenue based on percentage of alcohol sales?

☒ Yes ☐ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	\$22,250.00
D. Total Cost	\$22,250.00

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Total	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Cape Cod Cooperative Bank	\$50,000.00	Business Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Other Costs: \$4,500.00 - Shelving, product display; Misc. minor repairs; \$2,500.00 - Legal; \$15,000.00 - Initial Inventory; \$250.00 Licensing Fees (est.)

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
11/01/2019	----	Manager / Owner	Cotuit Fresh Market, LLC	N/A
05/2010	11/01/2019	Clerk / Store Manager	Cotuit Fresh Market, LLC	Richard Pimental
05/2009	04/2010	Waitress	Libby's Chow Hound	Arnold Richter
10/2008	05/2009	Teacher Assistant	A Child's World	Theresa Mitchell

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

10. Manager Application

C. Employment Information (Continued)

Start Date	End Date	Position	Employer	Supervisor
01/2008	09/2008	Waitress	Crowley's Restaurant	Jack Crowley

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

If yes, please fill out section 11.

☐ Yes ☒ No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

Section 7, Occupancy of the Premises

The lease entered into with the Landlord is for premises located at the Popponesset Marketplace, which is operated seasonally, from May through October. The tenant is required to pay rent for the first season in an amount equal to 3% of tenant's gross sales in excess of \$250,000.00, with a maximum rental for the first season of \$3,000.00.

The tenant is required to pay rent for the second season at a rate of \$6,000.00 annually, plus 2.5% of tenant's gross sales between \$250,000.00 and \$350,000.00, and 2% of gross sales over \$350,000.00, with a maximum amount of rent being \$12,000.00 for season two (2).

For season three (3), The tenant is required to pay landlord rent at the minimum amount of \$9,500.00, plus 2% of gross sales in excess of \$250,000.00. Total rent shall not exceed \$13,000.00.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

March 13, 2022 11:20 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER:
(IF EXISTING LICENSEE)

LICENSEE NAME:

CITY/TOWN:

APPLICANT INFORMATION

LAST NAME: Burdick

FIRST NAME: Megan

MIDDLE NAME: Ann

MAIDEN NAME OR ALIAS (IF APPLICABLE):

PLACE OF BIRTH: Erie, PA USA

DATE OF BIRTH:

SSN:

ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: Herman

DRIVER'S LICENSE #:

STATE LIC. ISSUED: Massachusetts

GENDER: FEMALE

HEIGHT:

5

3

WEIGHT: 145

EYE COLOR:

Blue

CURRENT ADDRESS:

CITY/TOWN:

Cotuit

STATE: MA

ZIP:

02635

FORMER ADDRESS:

CITY/TOWN:

Cotuit

STATE: MA

ZIP:

02635

PRINT AND SIGN

PRINTED NAME:

Megan A. Burdick

APPLICANT/EMPLOYEE SIGNATURE:

Megan A. Burdick

NOTARY INFORMATION

On this Tuesday, 03 May, 2022

before me, the undersigned notary public, personally appeared Megan A. Burdick

(name of document signer), proved to me through satisfactory evidence of identification, which were MA Drivers License

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

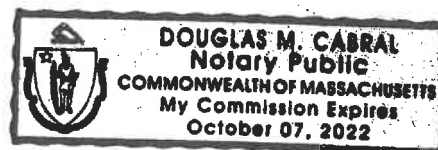
Douglas M. Cabral
NOTARY

DIVISION USE ONLY

REQUESTED BY:

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.



ENTITY VOTE

The Board of Directors or LLC Managers of

Popponesset Fresh Market, LLC

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

May 3, 2022

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

Megan A. Burdick

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Megan A. Burdick

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,



Corporate Officer /LLC Manager Signature

Corporation Clerk's Signature

Megan Burdick

(Print Name)

(Print Name)

APPLICANT'S STATEMENT

I, Megan A. Burdick the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory

of Popponeset Fresh Market, LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted;
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Megan A. Burdick

Date:

05-04-2022

Title:

Manager



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001568801

1. The exact name of the limited liability company is: POPPONESSET FRESH MARKET, LLC

2a. Location of its principal office:

No. and Street: 70 GERALDINE ROAD
City or Town: COTUIT State: MA Zip: 02635 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 70 GERALDINE ROAD
City or Town: COTUIT State: MA Zip: 02635 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO ENGAGE IN THE BUSINESS OF OPERATING A MARKET, TO SELL, OFFER FOR SALE AND DISTRIBUTE, AT WHOLESALE AND RETAIL, FOODS AND FOODSTUFFS, GROCERIES AND GROCERY PRODUCTS; TO ENGAGE IN ANY LAWFUL ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL TO ANY OF THE FOREGOING (INCLUDING, SUBJECT TO THE PROVISIONS OF THE LLC'S OPERATING AGREEMENT, THE BORROWING OF MONEY); AND SUBJECT TO THE PROVISIONS OF THE LLC'S OPERATING AGREEMENT, TO ENGAGE IN ANY OTHER ACTIVITY IN WHICH A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: DOUGLAS M. CABRAL
No. and Street: 1047 FALMOUTH ROAD, #3
City or Town: HYANNIS State: MA Zip: 02601 Country: USA

I, DOUGLAS M. CABRAL resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MEGAN A. BURDICK	70 GERALDINE ROAD COTUIT, MA 02635 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

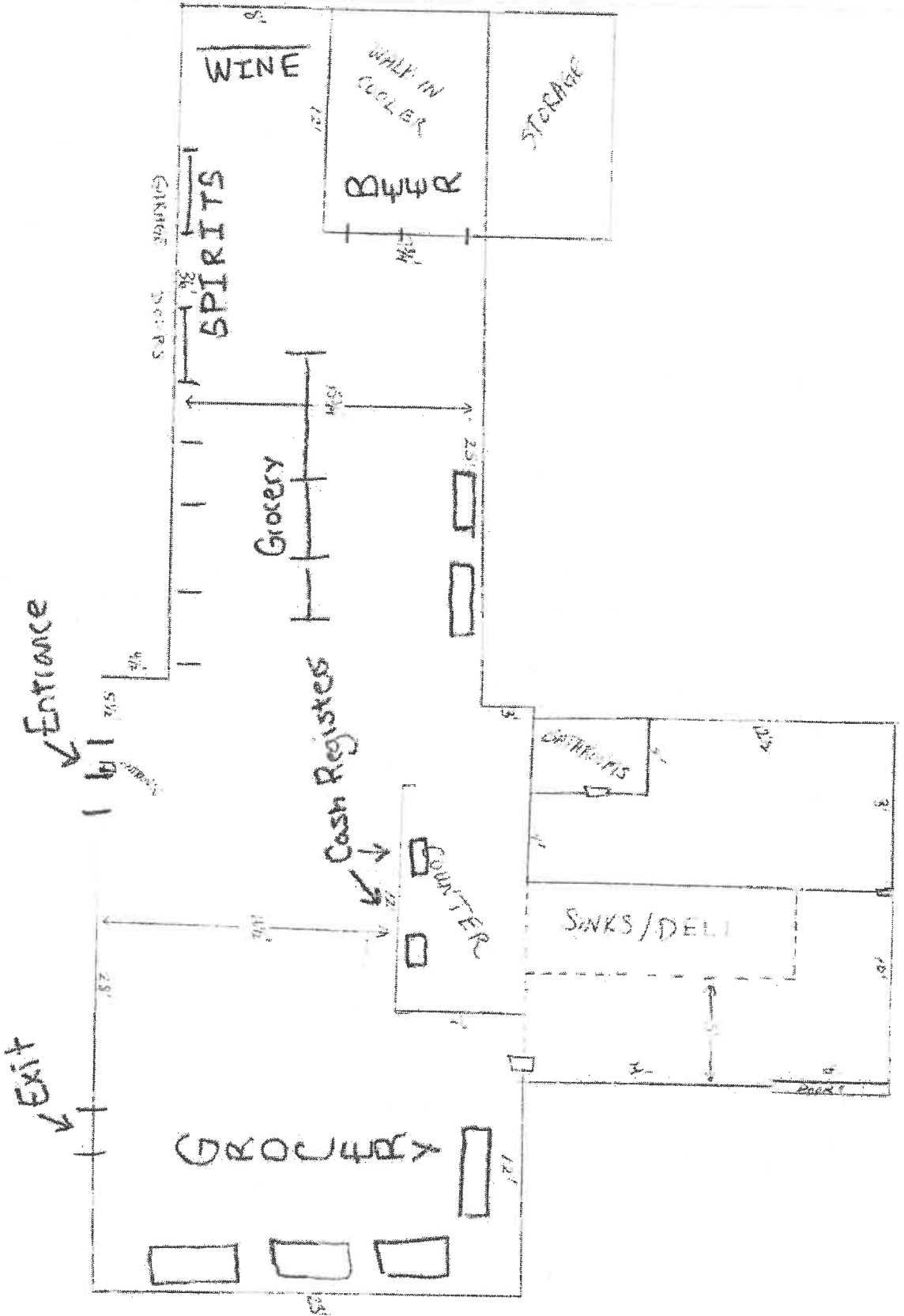
8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MEGAN A. BURDICK	70 GERALDINE ROAD COTUIT, MA 02635 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 13 Day of March, 2022,
MEGAN A. BURDICK

(The certificate must be signed by the person forming the LLC.)



LEASE AGREEMENT

This Agreement dated March 19, 2022 between **POPPONESSET FRESH MARKET LLC** of 70 Geraldine Rd., Cotuit, MA 02635, hereinafter called "Tenant", and **POPPONESSET MARKETPLACE, LLC**, a Massachusetts Limited Liability Company, with a principal place of business at 12 Mallway, New Seabury, MA 02649, hereinafter called "Landlord". It is hereby mutually agreed as follows: In consideration of the mutual promises, covenants and conditions contained herein, and other good and valuable considerations, the parties agree as follows:

1. LEASED PREMISES

Landlord rents and Tenant hires the Premises designated as: **Building 1** Popponesset Marketplace, 259 Shore Drive, Mashpee, Massachusetts, containing approximately **1863 square feet**, measured from the outside faces of the exterior wall and as shown outlined in red on Exhibit A, attached hereto, including the existing equipment as listed on the attached Addendum and made a part hereof (note: the existing cooler display case near cash register and ice cream chest near front door purchased in 2020 are available for purchase, but not included in the lease). The Premises shall consist of a shell, with finished ceiling, exposed stud wall, plywood floor and electrical outlet. Tenant agrees that the Premises shall be used solely for the purpose of **a general store**. Furthermore, Tenant agrees that it has no right to sublease any portion of the Premises without written approval of the Landlord.

2. TERM

The term of the lease shall be for the period commencing **March 15, 2022** and terminating **October 31, 2023** for minimum dates and hours of operation, as shown in Exhibit B, attached hereto and made a part hereof. Tenant acknowledges that the Leased Premises are situated at the Popponesset Marketplace, a seasonal operation, which is open from May through October.

3. DEPOSIT: RENTS: AND RESERVE ACCOUNT

(A) DEPOSIT

The Landlord acknowledges receipt of a security deposit in the amount of **\$1,500.00**. This deposit shall guarantee the Tenant a lease of the Premises, as described in Section 1. Furthermore, said deposit may be used as a guarantee of any funds due Landlord, including late fees, account balances and excess rents. In the event that the Tenant adheres to all of the terms, conditions, covenants and obligations set forth in this lease, the deposit shall be returned to Tenant no later than **November 30, 2023**.

(B) RENT

Rents are due to Landlord for all dates of operation including sales made before or after the minimum term of the lease.

YEAR 1 (2022): Tenant agrees to pay Landlord rent at the minimum rate of **\$0.00 per square foot (\$0.00)**, plus 3% of the gross sales in excess of **\$250,000.00**. The Tenant shall promptly

(Tenant initial here JS)

pay all rent herein prescribed. **Total rent shall not exceed \$3,000.00.** The terms of the minimum payment shall be as follows for the rent of **\$0.00:**

\$1,500.00 – due on the signing of the lease (\$1,500.00 security deposit)
\$1,000.00 – due upon receipt of liquor license (\$1,000.00 liquor security deposit)
\$2,500.00 – Total Security Deposits

YEAR 2 OPTION (2023): Tenant agrees to pay Landlord rent at the minimum rate of **\$3.22 per square foot (\$6,000.00)**, plus 2.5% of the gross sales between **\$250,000.00 to \$350,000.00** and 2% of the gross sales in excess of **\$350,000.00**. The Tenant shall promptly pay all rent herein prescribed. **Total rent shall not exceed \$12,000.00.** The terms of the minimum payment shall be as follows for the rent of **\$6,000.00:**

\$2,000.00 – due on February 10, 2023
\$2,000.00 – due on June 2, 2023
\$2,000.00 - due on July 14, 2023
\$6,000.00 – Total Base Rent

YEAR 3 OPTION (2024): Tenant agrees to pay Landlord rent at the minimum rate of **\$5.10 per square foot (\$9,500.00)**, plus 2% of the gross sales in excess of **\$250,000.00**. The Tenant shall promptly pay all rent herein prescribed. **Total rent shall not exceed \$13,000.00.** The Tenant shall promptly pay all rent herein prescribed. The terms of the minimum payment shall be as follows for the rent of **\$9,500.00:**

\$3,166.67 – due on February 9, 2024
\$3,166.67 – due on May 31, 2024
\$3,166.66 due on July 12, 2024
\$9,500.00 – Total Base Rent

The percentage rent will be payable on a weekly basis as rents are due with the weekly sales report. Tenant agrees that, at the Landlord's option, Tenant shall pay a "late charge" of one and one half percent per month of any installment or rent when paid more than seven (7) days after the due date.

(C) RESERVE ACCOUNT

RESERVE ACCOUNT IS WAIVED FOR THE 2022 SEASON.

By **October 15, 2023 and the same day for each succeeding year of this term,** Tenant shall pay to Landlord one and one-half percent (1.5%) of gross sales (not to exceed \$5,000.00 per year) which amount shall be placed in a "Reserve Account" which payments shall be used for the purchase of capital improvements. Capital improvements shall be defined as furniture, fixtures and equipment and shall not be defined as small wares, china, and glassware unless otherwise agreed to in writing by Landlord. For each succeeding year of this Agreement, Tenant shall make payments to Landlord to be placed in said "Reserve Account" such that the balance in said "Reserve Account" shall be 1.5% of the gross sales of the previous year. All purchases to be charged to the "Reserve Account" shall be funded and paid by the Tenant. Landlord will

(Tenant initial here MS)

reimburse Tenant for all approved purchases only as funds are available from this "Reserve Account". Any furniture and equipment purchased by Tenant under the "Reserve Account" shall be of the same kind, quality and quantity as that furnished by Landlord. All equipment purchased with funds provided by the Reserve Account shall remain the property of the Landlord. Upon the termination of this Agreement (or any subsequent extensions), any funds remaining in said "Reserve Account" shall revert to Landlord. Upon the termination of this Lease (or any subsequent extensions), any purchases of equipment not covered by the Reserve Account may be purchased by the Landlord at cost, less straight-line depreciation as determined by generally accepted accounting practices (GAAP).

4. USE AND OPERATION; COMPLIANCE WITH LAWS

(A) The Premises shall be occupied and used only for the purpose set forth in Paragraph 1. Tenant agrees to operate 100% of the premises as shown outlined in red on Exhibit A during the hours specified herein during the term of this lease unless prevented from doing so because of fire, accident, act of God, or other cause beyond Tenant's control, excluding financial causes, and Tenant agrees to keep open the premises and diligently operate the business conducted therein, using a sufficient number of adequately trained personnel for efficient service, during such hours and on such days and evenings of the week as may be reasonably determined by Landlord. Tenant agrees to conduct Tenant's business at all times in a first class manner consistent with reputable business standards and practices, in good faith and in such manner that the high reputation of the Popponesset Marketplace is maintained. Tenant also agrees to conduct Tenant's business under the trade name set forth in Article 1 or under such other trade name satisfactory to and approved in writing by Landlord. Approval not to be unreasonably withheld. Landlord and Tenant agree that having the premises open for business during such hours and on such days and evenings of the week as provided herein or as may be reasonably determined by Landlord or such other hours as Landlord may approve as may be reasonable for a general store located in the Marketplace, and to operate the premises at all times during the term of this lease in the manner set forth above goes to the essence of the parties' agreement hereunder and that Tenant's failure to perform its obligations will result in automatic deprivation to Landlord for which Landlord's remedies hereunder or at law may not be adequate.

Tenant shall use the Premises in compliance with all applicable local, state and federal laws and shall obtain and maintain all licenses and permits required by the Town of Mashpee and the Commonwealth of Massachusetts in the operation of its business. Tenant shall not make or permit any use of the Premises which will be unlawful, improper, or contrary to any applicable law or municipal ordinance (including without limitation all zoning, building or sanitary statutes, codes, rules, regulations, or ordinances), or which will make voidable or increase the cost of any insurance maintained on the Premises by Landlord.

Tenant agrees promptly to comply with all laws, ordinances, orders and regulations affecting the Premises in the cleanliness, safety, operations and use thereof. Tenant also agrees to comply with the requirements and reasonable recommendations of any insurance company, inspection bureau, or similar agency with respect to the premises.

Tenant agrees not to: (a) permit any unlawful or immoral practice to be carried on or committed on the premises; (b) make any use or allow the premises to be used in any manner or

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for any purpose that might invalidate or increase the rate of insurance thereof; (c) use the premises for any purpose whatsoever which might create a nuisance or injure the reputation of the premises or the Marketplace; (d) deface or injure any building of the premises or the Marketplace; (e) overload the floors; (f) commit or suffer any waste. Tenant agrees to pay any increase in the cost of insurance to Landlord as a result of any unauthorized use of the Premises by Tenant, but such payment shall not constitute in any manner a waiver by Landlord of its right to enforce all of the covenants and provisions of this Lease.

(B) Tenant is responsible for training all service employees as set forth in the U.S. Department of Justice, Civil Rights Division, Disability Rights Section entitled: "ADA Update: A Primer For Small Business" and any subsequent revisions. See: www.ada.gov/regs2010smallbusiness/smallbusprimer2010.htm

5. LICENSES AND PERMITS

The Tenant represents that it shall use its best efforts to obtain, at its sole cost and expense, all necessary licenses, permits, variances and such other approvals as may be required by municipal, state and federal governments for the operation of a General Store, including, but not limited to, a seasonal retail alcohol license, on the premises (collectively, the "Permits"). Tenant agrees to maintain the Permits throughout the term of this Lease.

In the event Tenant obtains a seasonal retail alcohol license, Tenant agrees not to transfer or encumber the liquor license for the premises without Landlord's prior written consent.

Tenant agrees to keep all accounts with all liquor distributors current. At the Landlord's request, Tenant shall provide Landlord with copies of liquor invoices and copies of checks and/or paid receipts detailing payments made to liquor distributors in the prior month. Tenant authorizes Landlord to obtain information from any liquor distributor concerning Tenant's account. Upon execution of this Lease, Tenant shall execute a letter in the form attached hereto as Exhibit D authorizing Landlord to obtain such information.

Tenant shall pay an additional deposit to Landlord in the amount of \$1,000.00. In the event that Tenant fails to pay any liquor distributor amounts owed such distributor within a period of thirty days after delivery of such liquor products, Landlord may pay any amounts due from such deposit funds. If Tenant has paid all liquor bills as of December 31, 2022 or any further extension of this term, Landlord shall return to Tenant any remaining funds from this \$1,000.00 deposit by December 31st of that year. Tenant shall indemnify and hold Landlord harmless for any cost or expense, including reasonable attorney's fees, incurred by Landlord as a result of Tenant's failure to pay for liquor purchases.

Upon termination of this Agreement for any reason or upon default of Tenant under any of its obligations hereunder, Tenant agrees to cause to be transferred to Landlord or its designee the liquor license issued for the Premises. Tenant agrees to cooperate in such transfer and agrees to execute or cause to be executed any and all instruments necessary to effectuate the transfer of said liquor license. In addition, by execution of the Agreement, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary to effectuate the transfer of said liquor license.

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6. LIQUOR LIABILITY

Tenant shall not violate or permit any violation of any conditions, regulation or law in connection with any liquor license or the sale or provision of alcoholic beverages in general. Tenant shall indemnify and hold Landlord harmless from any liability, order, judgment, fine or other penalty imposed upon Landlord, as a result of conduct of Tenant, its employees or agents, for any alleged violation of any such condition, regulation, or law, as well as any costs and attorney's fees incurred by Landlord as a result of the prosecution or litigation of any such claim. If any such condition, regulation or law is violated by Tenant or its agents, then Landlord, at its option may, notwithstanding any provision of this Agreement to the contrary, immediately terminate this Agreement. Tenant reserves the right to monitor and regulate the alcohol consumption of the general public.

7. RECORDS

Accurate records and accounts shall be kept by Tenant for the purpose of verifying the amount due Landlord. Tenant shall furnish to Landlord, weekly, true and accurate statements of the gross receipt of Tenant from business conducted upon the Premises. Tenant's "Z" reports (unless other report permitted by Landlord in writing, i.e. use of gross receipts sales report or cashier report) are due to Landlord on a Monday through Sunday basis no later than 12:00 p.m. on the following Tuesday. Landlord shall assess a late fee of \$50.00 per day for each day the sales report is late or delinquent. Format of Landlord's sales report is attached hereto and made a part hereof. Landlord shall have the right at any or all times to examine the books, cash register tapes, sales record, profit and loss statements and all other financial and business records maintained by the Tenant, including Tenant's Federal Form 1040, Schedule C income tax returns and sales tax reports. If such audit disclosed a liability for rent, three percent (3%) or more in excess of the rent theretofore paid by Tenant, the cost of said audit, in addition to the deficiency in rent, shall be paid by Tenant within ten (10) days of notice to Tenant. The deficiency shall be payable in any event within ten (10) days of written notice to Tenant.

8. CHANGES TO MARKETPLACE

Landlord reserves the right to make changes or revisions to the site plan at any time, including additions to, subtractions from, or rearrangements of the buildings and lands, as shown on Exhibit A, attached hereto and made a part hereof, so long as the same does not materially interfere with the Tenant's use of the premises. Landlord agrees that any planned changes or revisions to the site plan which will occur prior to or during the lease term have been disclosed to the tenant prior to signing this lease. In the event that an unplanned change or revision is necessary, Landlord agrees to notify Tenant immediately. In the event that it materially interferes with the Tenant's use of the premises, Tenant may show cause and cancel lease.

9. IMPROVEMENTS AND FIXTURES

Tenant shall not make any additions or alterations to the leased Premises which will affect the appearance of the exterior or interior of the Premises or which will affect any structural, mechanical, or electrical component of the Premises without Landlord's written consent, in each instance, not to be unreasonably withheld. All trade fixtures and apparatus

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owned by Tenant not covered by Paragraph C shall remain the property of Tenant and shall be removed at the expiration of the term of this lease. No other improvements or fixtures shall be removed from the Premises without written approval of Landlord, not to be unreasonably withheld. Landlord reserves the right to require Tenant to evidence proof of ownership.

10. REPAIRS AND MAINTENANCE

Tenant shall keep and maintain the leased premises and all areas including service and entrance areas of building, as well as the areas designated on Schedule A attached hereto, in good, neat, clean and orderly condition at all times. Tenant shall keep the inside and outside of all glass in the doors and windows of the Premises clean and shall keep all exterior surfaces clean. Tenant agrees to replace promptly at his/her own expense with glass of a like kind and quality any window glass of the Premises which may become cracked or broken unless by fire.

Tenant shall keep the interior of the Premises together with all electrical, plumbing and other mechanical installations repaired, whole and of the same kind, quality and description and in such good repair, order and condition as the same are at the beginning of the term of this lease or may be put in thereafter, reasonable and ordinary wear and tear and damage by fire and other unavoidable casualty only accepted.

Tenant shall not overload the electrical wiring servicing the Premises, and shall install at his/her own expense, but only after obtaining Landlord's written approval, not to be unreasonably withheld, any additional electrical wiring which may be required in connection with Tenant's apparatus.

Tenant further shall not cut or drill into or secure any fixture, apparatus or equipment of any kind to any part of the Premises without first obtaining Landlord's written consent, not to be unreasonably withheld.

Tenant shall repair promptly at his/her own expense any damage to Premises caused by the negligence of Tenant or those claiming under it, or caused by bringing into the Premises any equipment for Tenant's use, or by installation or removal of such property regardless of fault or by whom such damage shall be caused, unless caused by Landlord, its agents, employees or contractors, and in default of such repairs by Tenant, Landlord may make same and Tenant shall reimburse Landlord for the reasonable cost of such repairs in full upon demand.

Landlord agrees to deliver premises with a walk-in cooler in working condition. Existing display cases or refrigeration units provided by suppliers are subject to their terms and are not part of this lease. Landlord reserves the right to inspect the leased Premises at any time during the term of this lease. If Tenant fails within a reasonable time to make repairs to or clean the facilities, Tenant agrees that Landlord shall be authorized and empowered to cause the facilities to be properly repaired or cleaned, and Tenant shall reimburse Landlord for the reasonable cost for such cleaning or repairs in full, as additional rent, upon demand.

11. ACCESS TO PREMISES

Tenant agrees that Landlord and its agents or employees or any person authorized by

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Landlord may enter the premises during normal business hours, and without unreasonably interfering with the Tenant's use of the premises, except that entry shall be permitted at any time when an emergency situation is deemed to exist which warrants entry, to inspect the condition of the same, to make such repairs, additions, improvements, changes or alterations to the premises, the building of which the premises are a part or the Marketplace as Landlord may elect to make, to exhibit the same to prospective purchasers or lessees of the Marketplace premises.

12. ADVERTISING AND DISPLAYS

Tenant shall not place or cause to be placed on the exterior of the Premises any sign, advertising, or embellishment without first obtaining Landlord's written approval. Tenant shall not use or permit the use of any advertising medium, such as flashing lights, loudspeakers, phonographs, public announcement systems, sound amplifiers, or reception of radio or television broadcasts within the Marketplace in any manner audible or visible without first obtaining Landlord's written approval. Tenant also agrees not to solicit business in the parking lots or other common areas or distribute any handbills anywhere within the boundaries of New Seabury without the prior written approval of Landlord.

Tenant shall not paint or decorate any part of the exterior or interior of the Premises without the written approval of Landlord, not to be unreasonably withheld.

Tenant agrees that all articles displayed, and the arrangements, style, color and general appearance thereof, of the interior of the Premises which shall be visible from the exterior thereof, shall be maintained in the Premises subject to the reasonable approval of Landlord with respect to whether same are in keeping with the standards and character of the Marketplace.

13. COMPLIANCE WITH LAWS

Tenant shall not make or permit any use of the leased Premises which will be unlawful, improper or contrary to any applicable law or municipal ordinance (including without limitation all zoning, building or sanitary statutes, codes, rules, regulations or ordinances), or which will make voidable or increase the cost of any insurance maintained on the leased Premises by Landlord.

14. SIGNS

Tenant shall be required to provide appropriate exterior signage. Such signage to be submitted to the Landlord for written approval.

15. COMMON FACILITIES

All parking areas, access roads, and facilities which may be furnished by Landlord in or near Marketplace, including parking areas, truck ways, loading docks, delivery passages, sidewalks, landscaped areas, retaining walls, stairways, lighting fixtures and other areas and improvements which may be provided by for general use in common, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas described in this section. Tenant and his/her employees shall park their cars only in those

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areas designated by Landlord. Landlord shall furnish Tenant with Marketplace parking permits which Tenant and employees shall display when using parking facilities. In the event that Tenant or employees fail to park their cars in designated parking areas Landlord shall have the right to tow Tenant's vehicles at Tenant's expense or to charge twenty (\$20) dollars per day per car parked in any areas other than those designated, and Tenant shall pay such charge to Landlord.

16. UTILITIES

Tenant shall promptly pay all charges for all utilities and services furnished to the leased Premises by Landlord, public utility or public authority or by any person, firm or corporation. Tenant agrees to contact utility providers in order to arrange for service to the Premises. The utilities are to be put into the name of the Tenant upon the commencement of this lease or this lease shall be declared null and void. Notwithstanding anything contrary to the above, Tenant shall be responsible for utilities for the full calendar years through 2022 (or any extension of this term).

The Tenant agrees to submit to the Landlord a copy of the most recent electric bill for the subject premises within 30 days upon the signing of this lease.

Landlord declares and Tenant acknowledges that some exterior electric utilities, either outside of or attached to the leased premises, may be the responsibility of the Tenant. Tenant agrees to accept responsibility for any such utilities.

Landlord shall under no circumstances be liable to Tenant, in damages or otherwise, for any interruption in utility services caused by unavoidable delay or by necessary repairs or improvements. Landlord shall not be liable for consequential damages in any event.

In the event that Tenant desires telephone service to the leased Premises, Tenant agrees to pay for any and all costs and charges for service and equipment associated therewith.

17. SECURITY

While Landlord does not assume responsibility to provide any security measures or any liability for failure to provide same or for inadequacy thereof, Landlord shall have the authority to institute or continue such security measures, devices, programs, restrictions and combinations thereof as Landlord in its sole discretion deems necessary, taking into account the protection of persons and property of Landlord, Tenant, and employees, agents and invitees of all and taking into account the business interests of the Marketplace.

18. RULES AND REGULATIONS

For the purpose of conducting business at the Marketplace in the most professional and consistent manner, Exhibit B is attached hereto and made a part hereof. Any breach of the rules described in Exhibit B after any applicable notice of cure shall be construed as a breach of lease.

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19. NEW SEABURY TRADEMARK

Any use of the words "New Seabury" or the New Seabury Seal (which are restricted trademarks) must have the expressed written approval of New Seabury Properties, LLC. This includes without limitation, the use of the aforementioned words and seal on any merchandise, sign or otherwise. Any breach of this section shall be a breach of this lease.

20. TENANT'S LIABILITY INSURANCE

Tenant shall maintain with respect to the Premises and the property of which the premises are part, comprehensive general liability insurance coverage with minimum limits of \$1,000,000.00 per occurrence and \$1,000,000.00 general aggregate, with responsible companies qualified to do business in Massachusetts and in good standing therein, insuring Landlord as well as Tenant against injury to persons or damage to property as provided. Tenant shall deposit with Landlord certificates for such insurance at or prior to the commencement of the tenancy, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days' prior written notice to each assured named within. If the nature of Tenant's operations is such as to place any or all of its employees under the coverage of local Workmen's Compensation or similar statutes, Tenant shall also keep in force and at his/her own expense as long as this lease remains in effect, Workmen's Compensation or similar insurance affording statutory coverage and containing statutory limits.

21. WAIVER OF CLAIMS

Except for willful misconduct, fault or negligence of Landlord and its agents and employees, Tenant waives all claims against Landlord and its agents and employees for injury to persons, damage to property or to any other interest of Tenant sustained by Tenant or any person claiming through Tenant resulting from any occurrence in or upon the Premises, the building of which the Premises shall be a part or the Marketplace including, but not limited to, such claims for damages resulting from: (a) any equipment or appurtenances becoming out of repair; (b) the Premises, the building or the center being out of repair; (c) injury or damage done or occasioned by wind, water, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, vandalism, riot or disorder or other casualty; (d) any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring or installation thereof, gas, water, steam pipes, stairs, railing or walls; (e) broken glass; (f) the backing up of any sewer pipe or tub, washstand, water closet, waste pipe, drain, cooling coil or any other pipe or tank in, upon or about such building or Premises; (g) the escape of steam or hot water; (h) water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks or any other place upon or near such building or Premises; (i) the falling of any fixture, plaster or stucco; and (j) any act, omission, or negligence of co-tenants or of other persons or occupants of said building or of adjoining or contiguous buildings or of owners of adjacent or contiguous property.

If any damage to the Premises or other property of Landlord results from any act or neglect of Tenant, its agents or employees, Landlord may at its option repair such damage, and Tenant shall promptly on demand reimburse Landlord for the cost thereof to the extent same is not reimbursed to Landlord under Landlord's insurance, and such reimbursement shall be deemed additional rent hereunder.

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22. INDEMNITY BY TENANT

Tenant shall indemnify Landlord and hold it harmless from and against any and all claims, actions, damages, liability and expense (including but not limited to, reasonable attorney's fees) in connection with loss of life, personal injury or damage to property arising from or out of the occupancy or use by Tenant of the Premises or by any part thereof or any other part of Landlord's property, or occasioned wholly or in part by any act or omissions of Tenant, his/her agents, contractors or employees or by reason of a breach or default in the performance of Tenant's obligations hereunder unless caused by Landlord's negligent or willful misconduct.

Limitations on Liability

It is expressly understood and agreed by and between Lessor and Lessee that in the event the Lessor is sued, for any reason, Lessee shall have no claim or demand of any kind or character against Lessor by reason of such other suit. In the event Lessee makes such claim or demand against Lessor by reason of such other suite, then this lease shall be absolutely null and void and of no effect whatsoever.

23. FIRE INSURANCE

Tenant shall not do or keep anything in, upon or about the Premises which will breach Landlord's policies insuring against loss or damage by fire or other hazards (including but not limited to public liability) or by which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done or omitted to be done, or kept or suffered to be kept by Tenant in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises to be increased, Tenant shall pay the amount of such increase promptly upon Landlord's demand.

24. FIRE AND OTHER CASUALTY

If the premises shall be damaged by fire, the elements, unavoidable accident or other casualty, but are not thereby rendered untenable, in whole or in part, Landlord shall promptly, at its sole expense, cause such damage to be repaired and the rent shall not be abated.

If, by any reason of such occurrence, the Premises shall be rendered untenable only in part, Landlord shall promptly, at his own expense, cause the damage to be repaired, and the rent shall be abated proportionately as to the portion of the Premises and to the length of time Premises is rendered untenable and the minimum rent meanwhile shall be abated in whole, unless within sixty (60) days after said occurrence Landlord shall give Tenant written notice that it has elected not to reconstruct the Premises, in which event this lease and the tenancy hereby created shall cease as of the date of said occurrence, the rent to be adjusted as of such date. As used in this section the term "Premises" shall be taken to exclude fixtures, floor coverings, furniture and equipment owned by Tenant.

If the premises are 100% destroyed either party may terminate this Lease.

25. PAYMENTS NOT TO BE WITHHELD

Tenant shall not delay or withhold payments of rent, additional rent or any other charges under this Lease because of any dispute as to the amount or computation thereof, and Landlord shall refund any overpayment found to be owing to Tenant upon the resolution of said dispute.

26. REPRESENTATIONS

It is understood and agreed by Tenant that Landlord and its agents and employees have made no representations, warranties or promises with respect to the premises or the making or entry into this Lease except as in this Lease expressly set forth and that no claim for liability, or cause for termination, shall be asserted by Tenant against Landlord for, and neither Landlord nor its agents and employees shall be liable by reason of any breach of any representations, warranties or promises not expressly stated in this Lease.

27. DEFAULT

If Tenant shall fail to comply with any lawful term, condition, covenant, obligation or agreement expressed herein or implied hereunder, or if a petition in bankruptcy has been filed by or against Tenant or if Tenant shall be adjudicated bankrupt or insolvent according to law or if any assignment of Tenant's property shall be made for the benefit of creditors, or if the leased Premises appear to be abandoned, then, and in any of the said cases and notwithstanding any license or waiver of any prior breach of any of the said terms, conditions, covenants, obligations or agreements, Landlord without necessity or requirement of making any entry may (subject to the Tenant's rights under applicable law) terminate this Lease by:

1. A seven (7) day written notice to Tenant to vacate the leased Premises in case of nonpayment of rent, unless within such 7 days the Tenant pays any outstanding amount; or
2. A thirty (30) day written notice to Tenant to vacate the leased Premises upon any other breach of this Lease, the neglect or refusal of Tenant to pay the rent as herein provided, unless within such 30 days the Tenant pays any outstanding amount.

Any termination under this section shall be without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of any of the said terms, conditions, covenants, obligations or agreements.

28. COVENANTS IN EVENT OF TERMINATION

Tenant covenants that in case of any termination of this lease, by reason of the default of Tenant, then:

- a. Tenant will forthwith pay to Landlord as damages hereunder a sum equal to the amount of which the rent and other payments called for hereunder for the remainder of the term or any extension or renewal thereof exceed the fair rental

(Tenant initial here W3)

value of said leased Premises for the remainder of the Term or any extension or renewal thereof.

- b. Tenant covenants that he/she will furthermore indemnify Landlord from and against any loss and damage sustained by reason of any termination caused by the default of, or the breach by, Tenant. Landlord's damages hereunder shall include, but shall not be limited to, any loss of rents accrued but unpaid prior to termination, reasonable broker's commissions for the cost of re-letting of leased Premises; advertising costs, the reasonable cost incurred in cleaning and repainting the leased Premises in order to re-let the same and moving and storage charges incurred by Landlord in moving Tenant's belongings pursuant to eviction proceedings.
- c. At the option of Landlord, however, Landlord's cause of action under this section shall accrue when a new tenancy or lease term first commences subsequent to a termination under this lease, in which event Landlord's damages shall be limited to any and all damages sustained by him prior to said new tenancy or lease date.

Landlord shall also be entitled to any and all other remedies provided by law. All rights and remedies are to be cumulative and not exclusive.

29. SURRENDER

Upon the termination of this lease, Tenant shall deliver up the leased Premises in good order and condition as the same were in at the commencement of the Term, reasonable wear and tear and damage by fire and other unavoidable casualty only excepted. Neither the vacating of the leased Premises by Tenant, nor the delivery of keys to Landlord shall be deemed a surrender or an acceptance of surrender of the leased Premises, unless so stipulated in writing by Landlord.

30. WAIVER

The waiver of one breach of any term, condition, covenant, obligation or agreement of this lease shall not be considered to be a waiver of that or any other term, condition, covenant, obligation or agreement or of any subsequent breach thereof.

31. SEPARABILITY CLAUSE

If any provision of this lease or the application thereof to any person or circumstance is held invalid, the remainder of the lease (or the remainder of such provisions) and the application thereof to other persons or circumstances shall not be affected thereby.

32. ENTIRE AGREEMENT

This Agreement supersedes any other prior agreement between the parties, whether oral or written, and contains all of the agreements of the parties. This Agreement may not be modified or amended except by an instrument in writing, signed by both parties.

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33. SUCCESSORS AND ASSIGNS

This Agreement and covenants and conditions herein contained shall enure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding on Tenant, his/her successors and assigns, and shall enure to the benefit of the Tenant and any assignee of Tenant provided that any such assignment of Tenant has been consented by Landlord.

34. APPLICABLE LAW

This Agreement shall be governed by the Laws of the Commonwealth of Massachusetts.

35. CAPTIONS

The captions and headings throughout this lease are for convenience and reference only and these captions shall in no way be held to define, limit or modify any provisions of this lease.

36. OPTIONS

The submission of this lease for examination does not constitute a reservation or option for the premises and this lease becomes effective as a lease only by execution and delivery thereof by Landlord and Tenant.

37. RIGHT TO EXTEND THE LEASE

Tenant shall have the option to extend the lease for consecutive one-year terms (limited to no more than two such extensions) provided they have abided by the terms of the Lease without an occurrence of default. The Tenant will be deemed to have elected such right to extend the lease if it has notified the Landlord, in writing, by U.S. certified mail, return receipt requested, postage prepaid, addressed to the Landlord on or before December 15 of the year the current term is set to expire. The extensions of the lease shall be upon the following terms and conditions (NOTE: It is acknowledged that payment schedule dates will fall within 5 days of the original monthly payment schedule for the current option year):

- (A) The first extension of the lease shall begin on April 15, 2023 and end on October 31, 2023 upon the same terms, covenants and conditions set forth in this lease. Notice of election to extend the lease must be given to the Landlord in the manner set forth above on or before December 15, 2022;
- (B) The second extension of the lease shall begin on April 15, 2024 and end on October 31, 2024 upon the same terms, covenants and conditions set forth in this lease. Notice of election to extend the lease must be given to the Landlord in the manner set forth above on or before December 15, 2023. ;

(Tenant initial here b.i.)

In witness whereof, the parties hereto have executed this Lease Agreement under their respective seals on this 19th day of MARCH, 2022.

POPPONESSET FRESH MARKET LLC

POPPONESSET MARKETPLACE LLC

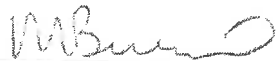
BY: 
MEGAN BURDICK

BY: 
CHRISTOPHER BURDEN

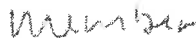
Member

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In consideration of the execution of this Lease Agreement and in consideration of the sum of One Dollar (\$1.00) to me in hand paid by the aforementioned Landlord, the undersigned hereby guarantees unto said Landlord, and its successors and assigns, the punctual payment by the Tenant named in said lease of all rents and other payments coming due under said lease Agreement, and the full, faithful and punctual performance by said Tenant of all the covenants, agreements and provisions contained in the Lease Agreement and to be performed by the Tenant, without requiring any notice of any non-payment or non-performance or proof of notice and/or demand being made.



MEGAN BURDICK



(Tenant initial here MB)

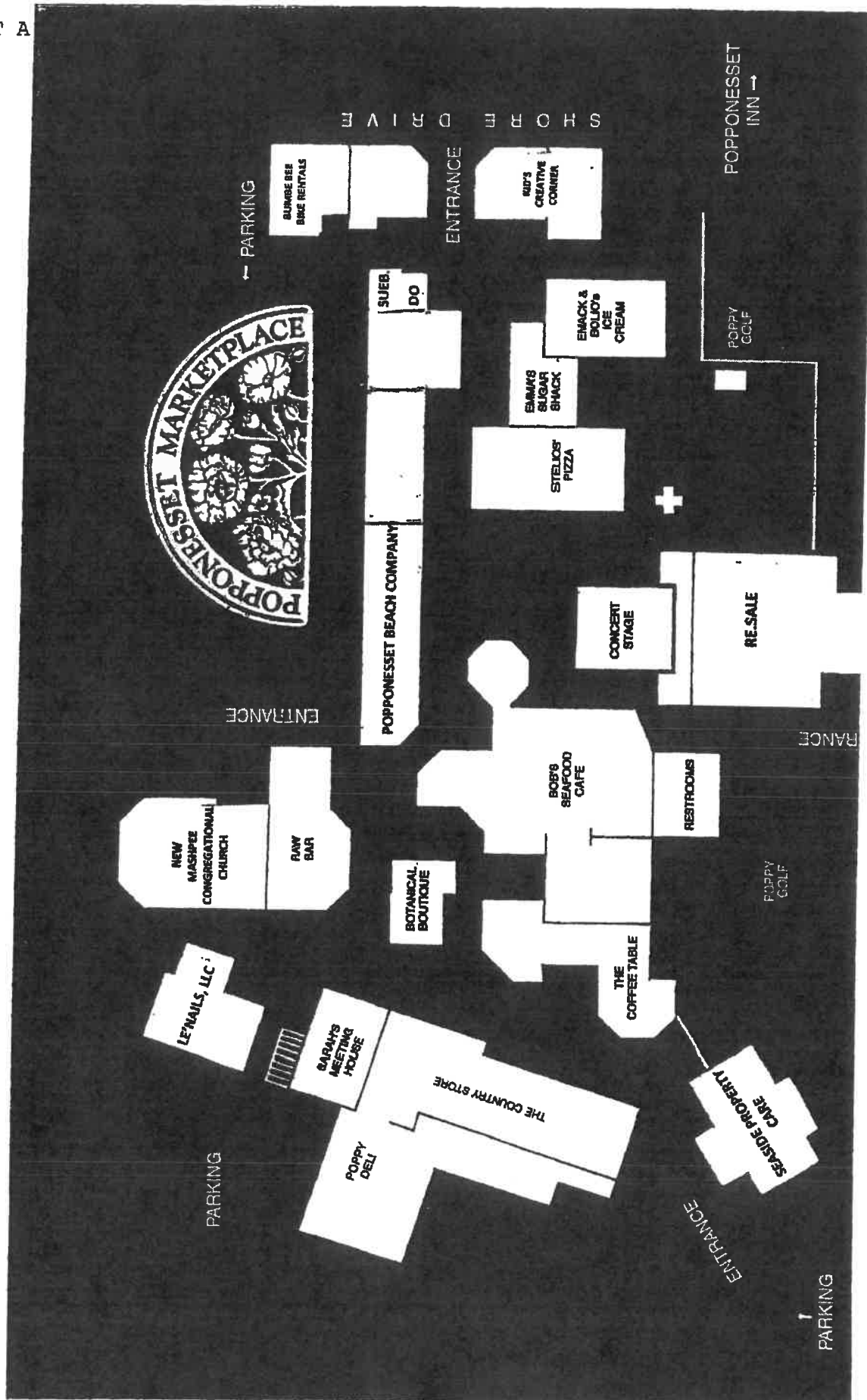


Exhibit B

RULES AND REGULATIONS

1. All boxes and cartons shall be broken down before being deposited in the dumpsters. All food establishments shall use plastic bags for garbage and refuse. No boxes, cartons, garbage or refuse is to be left outside leased Premises at any time. The Tenant will be charged a \$20.00 per occurrence fee for failure to comply with these regulations.
2. No "Open" flags shall be displayed on the leased premises or surrounding areas. "Welcome" flags, American flags, or pineapple flags will be allowed.
3. Neither sidewalks nor walkways shall be used to display, place or store any merchandise, equipment or devices without Landlord's written approval.
4. Tenant shall not alter any lock or install a new or additional lock or bolt on the door of the Premises without Landlord's written approval.
5. Tenant, on termination of its tenancy, shall deliver to Landlord all keys to the Premises that were furnished to the Tenant and any additional keys that the Tenant has made. Landlord shall charge Tenant \$25.00 for each unreturned key.
6. No person shall use any utility area, truck loading area or other area reserved for use in conducting business except for the specific purpose for which permission to use these areas has been given by Landlord.
7. Delivery trucks shall park only in the designated truck loading areas. Tenant will use diligent efforts to receive deliveries only during non-business hours.
8. Unless otherwise agreed upon, Tenant agrees to keep Premises open on Saturdays and Sundays from Saturday, May 28, 2022 to Sunday, June 26, 2022. Minimum weekend hours in May and June will be from 12:00 p.m. to 5:00 p.m. In the event that Tenant or employees fail to adhere to the above, Landlord shall charge a violation fine of **one hundred and fifty (\$150) dollars per day**, and Tenant shall pay such charge to Landlord as a condition of the Lease.
9. Landlord shall stipulate the hours the shops will be open for business. Tenant agrees that the premises will be open **seven days a week from June 27, 2022 through Labor Day, September 5, 2022**. Minimum hours will be from 9:00 a.m. to 8:00 p.m. on Sunday through Thursday and 9:00 a.m. to 9:00 p.m. on Fridays and Saturdays. In the event that Tenant or employees fail to adhere to the above, Landlord shall charge a violation fine of **one hundred and fifty (\$150) dollars per day**, and Tenant shall pay such charge to Landlord as a condition of the Lease.
10. Landlord shall not be responsible to Tenant or to any other person for the non-observance or violation of these rules and regulations by any other Tenant or other person.

(Tenant initial here WGS)

11. Landlord shall promulgate from time to time such additional rules and regulations as it deems necessary in its sole judgment.
12. Landlord reserves the right to provide entertainment during business hours in the common areas. No Tenant shall schedule entertainment without the written consent of the Landlord.

(Tenant initial here: ____)

EXHIBIT C

SHOP: _____

THEME: _____

THE FOLLOWING MANUFACTURER/BRANDS WILL BE SOLD EXCLUSIVELY:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Landlord shall maintain Tenant list of approved product lines or exclusive manufacturer/brand names as listed on Exhibit C. Landlord reserves the right to make the final decision in any disputes arising between tenants concerning the exclusive right to sell those items described on Exhibit C. Landlord reserves the right to allow similar merchandise to be sold in competing operations in its sole opinion.

THE ONLY CANDY THAT THE COUNTRY STORE IS ALLOWED TO SELL ARE THE TYPES OF CANDY THAT YOU WOULD SEE WHEN CHECKING OUT AT THE GROCERY STORE, i.e., CANDY BARS, CHEWING GUM, ETC.



Town of Mashpee

Fire & Rescue Department

20 Frank Hicks Drive

Mashpee, MA 02649

V 508.539.1457

Date: May 24, 2022

From: Fire Chief John F. Phelan

To: Rodney Collins, Town Manager

Re: New Hire Certified Process

Mr. Collins:

An entry level Firefighter written exam process was initiated and posted on October 20, 2020 with an application deadline of November 10, 2020. The Town Human Resources Department administered an entry level written exam on January 14, 2021 at Quashnet Elementary School. The HR Department received 37 applicants with 29 attending the exam.

22 Candidates that received a passing score of 70% or greater were selected for an interview by categorizing their applications as certified Firefighter 1&2, paramedic, paramedic students currently enrolled in a paramedic program, and utilizing their written test score. 12 candidates were chosen for an interview with 10 candidates ultimately scheduled.

The 10 candidates were set up for an interview by a three person panel that began on February 21, 2021. The panel consisted of the Assistant Town Manager, Human Resources Director and Deputy Fire Chief. The same set of interactive questions were asked of each candidate by the panel. At the completion of the interview the candidates were further scored by the panel and presented to the Fire Chief. The candidates were ranked into 4 categories. These consisted of the list below.

1. Highly Recommended
2. Recommended
3. Recommended with hesitation
4. Not recommended.



Town of Mashpee

Fire & Rescue Department

20 Frank Hicks Drive

Mashpee, MA 02649

V 508.539.1457

Candidate *Sean Clifford* granted a final interview with the Fire Chief on *March 2, 2022* and given a conditional offer for hiring. The conditional offer consist of the list below.

- Comprehensive background investigation
- Physical examination by the Town Appointed Physician
- Psychological examination by the Town Appointed Psychologist
- Commonwealth of Massachusetts Division of Human Resources, Firefighter Physical Ability Test.
- The Firefighter must reside within 15 miles of the Town of Mashpee within one year from the date of hire.
- The Firefighter must be a Nationally Registered EMT.

I affirm that all phases of the entry level selection process have been completed and that the process has been monitored and reviewed by the Department of Human Resources.

I respectfully request certification of the selection process with the appointment of *Sean Clifford* as *June 7, 2022* a step 1 Firefighter /EMT.

John F. Phelan, Fire Chief



Town of Mashpee

Department of Public Works

350 Meetinghouse Road
Mashpee, Massachusetts 02649
Telephone - (508) 539-1420
Fax - (508) 539-3894

MEMORANDUM

June 1, 2022

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director

SUBJECT: Recommendations for Award of Contracts for Annual Bids (New)

The Department of Public Works recommends that contracts for the following annual bids be awarded for FY23:

Bid Item	Contractor	Price
Chip Seal	All States Asphalt, Inc.	\$5.49 per square yard
Cracksealing	Superior Sealcoat, Inc.	
• Asphalt Fiber		\$10.05 per gallon
• Modified Asphalt Fiber		\$11.09 per gallon
Elevator Inspections and Service	BBE Corporation	
• Quarterly Inspection		\$75.00 per location
• Annual State Inspection, excluding permit fee		\$800.00 per location
• Service		\$200.00 per hour
Generator PM and Service	South Shore Generator	
• Town Hall		\$450.00 per year
• DPW		\$450.00 per year
• Police		\$450.00 per year
• Fire 1		\$450.00 per year
• Fire 2		\$450.00 per year
• Coombs School		\$450.00 per year
• Quashnet School		\$450.00 per year
• High/Middle School		\$450.00 per year
• Breezy Acres Pump Station		\$450.00 per year
• Service		\$125.00 per hour

Paving & Related Work**Lawrence Lynch Corp.**

• Bituminous Concrete	\$116.00 per ton
• Bituminous Concrete, with tack	\$121.00 per ton
• Porous Pavement	\$152.00 per foot
• Box Work	\$150.00 per ton
• Handwork, < 30 tons	\$270.00 per ton
• Handwork, ≥ 30 tons	\$195.00 per ton
• Cold Patch, picked up	\$126.00 per ton
• Hot Mix, picked up	\$81.90 per ton
• Grader (CAT 14 or equiv), with Operator	\$255.00 per hour
• Vibratory Roller, with Operator	\$200.00 per hour
• Skid Steer, with Cold Planing Attachment, with Operator	\$280.00 per hour
• Foreman, with Equipment and Vehicle	\$145.00 per hour
• Laborer, with Equipment	\$98.00 per hour

Street Sweeping**Millennium Maintenance & Power Sweeping**

• Broom and Vacuum	\$934.00 per day
	\$4,670.00 per week

These bids are the first year of a two year bid.

Please do not hesitate to contact me if you have any questions on any of these recommendations

Town of Mashpee
Bid Opening Minutes
Chipsealing
Tuesday May 31, 2022

All States Construction, Inc.		
	FY23	FY24
Chip Seal, per SY, complete in place	\$5.49	5.69

Town of Mashpee
Bid Opening Minutes
Cracksealing
Tuesday May 31, 2022

Superior Sealcoat, Inc.		
	FY23	FY24
Asphalt-Fiber Crack filler, per gallon	\$10.05	\$10.55
Modified Asphalt-Fiber Crack filler, per gallon	\$11.09	\$11.34

Town of Mashpee
Bid Opening Minutes
Elevator Inspections and Service
Tuesday May 31, 2022

	BBE Corp		Atlantic Elevator South	
Service	FY23	FY24	FY23	FY24
Quarterly Inspection	\$75, per unit	\$75, per unit	\$175, per unit	\$175, per unit
Annual State Inspection	\$800, per unit	\$800, per unit	\$925, per unit	\$925, per unit
Technician Service Call, per hour	\$200	\$200	\$230	\$230

Town of Mashpee
Bid Opening Minutes
Generator Preventative Maintenance and Service
Tuesday May 31, 2022

Semi-Annual Preventative Maintenance, per year	South Shore Generator	
	FY23	FY24
Town Hall	\$450	\$450
DPW	\$450	\$450
Police	\$450	\$450
Fire & Rescue	\$450	\$450
Fire #2	\$450	\$450
Middle/High School	\$450	\$450
Quashnet School	\$450	\$450
KC Coombs School	\$450	\$450
Breezy Acres	\$450	\$450
Bid Comparison		
Technician Service call, per hour	\$125	\$125

**Town of Mashpee
 Bid Opening Minutes
 Paving and Related Work
 Tuesday May 31, 2022**

	Lawrence Lynch Corp.	
	FY23	FY24
Hot Mix Asphalt Pavement, per ton	\$116.00	\$121.00
Hot Mix Asphalt Pavement, with tack, per ton	\$121.00	\$127.00
Porous Pavement, per foot	\$152.00	\$159.00
Box Work, per ton	\$150.00	\$157.00
Handwork, < 30 tons, per ton	\$270.00	\$283.00
Handwork, ≥ 30 tons, per ton	\$195.00	\$205.00
Catch Basin Adjustment	\$465.00	\$488.00
Cold Patch, Picked Up, per ton	\$126.00	\$132.00
Hot Mix, Picked Up, per ton	\$81.90	\$86.00
Grader (CAT 14 or equiv.) with Operator, per hour	\$255.00	\$267.00
Vibratory Roller with Operator, per hour	\$200.00	\$210.00
Skid Steer with Cold Planing Attachment with Operator, per hour	\$280.00	\$294.00
Foreman with Equipment and vehicle, per hour	\$145.00	\$152.00
Laborer with Equipment, no vehicle, per hour	\$98.00	\$103.00

Town of Mashpee
Bid Opening
Street Sweeping
Tuesday May 31, 2022

	Millennium Maintenance & Power Sweeping	
	FY23	FY24
Vacuum sweeper		
Weekly	\$4,670.00	\$4,786.75
Daily	\$934.00	\$957.35
Broom sweeper		
Weekly	\$4,670.00	\$4,786.75
Daily	\$934.00	\$957.35



Town of Mashpee

Department of Public Works

350 Meetinghouse Road
Mashpee, Massachusetts 02649
Telephone - (508) 539-1420
Fax - (508) 539-3894

MEMORANDUM

June 1, 2022

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director

SUBJECT: Recommendations for Award of Contracts for Annual Bids (Extension)

The Department of Public Works recommends that contracts for the following annual bids be extended for FY23:

Bid Item	Contractor	Price
Alarm Monitoring/Inspection	Cape Cod Alarm	
<u>Monitoring/Annual Inspection</u>		
▪ Town Hall		\$51.00/\$665.00
▪ Archives		\$26.00/\$325.00
▪ Recreation		\$26.00/\$325.00
▪ Kids Klub		\$26.00/\$325.00
▪ Library		\$46.00/\$590.00
▪ Police		\$26.00/\$325.00
▪ Fire #1		\$26.00/\$325.00
▪ Fire #2		\$26.00/\$325.00
▪ Senior Center		\$46.00/\$590.00
▪ Coombs School		\$46.00/\$590.00
▪ Quashnet School		\$46.00/\$590.00
▪ High/Middle School		\$46.00/\$590.00
▪ <u>Service:</u> Technician		\$140.00 per hour
Apprentice		\$0 per hour
Catch Basin Cleaning	Leo Vigeant Co.	\$13.73 each
Cold Planing	Lawrence-Lynch Corp., LLC	\$3.50/square yard

Purchase of Drainage Structures

▪ 1000 Gallon Basin, delivered	Acme-Shorey Precast Solid	\$796.00 each
	Leaching	\$785.00 each
	Leaching, Offset	\$786.00 each
▪ 4x4 Galley, delivered		\$364.00 each
▪ Gutter Inlet, delivered		\$256.00 each
▪ 42" Square Riser, delivered	4"	\$98.00 each
	6"	\$105.00 each
	10"	\$130.00 each

Electrical Services**Bayside Electrical Contractors**

▪ Master/journeyman	\$133.00 per hour
▪ Apprentice	\$80.00 per hour
▪ Bucket Truck	\$78.00 per hour

Equipment Rental**Lawrence Lynch Corp.**

• Backhoe with operator	¼ yard	\$218.00 per hour
	1 ¼ yard	\$298.00 per hour
• Bulldozer with operator	D-4 or equivalent	\$254.00 per hour
	D-9 or equivalent	\$292.00 per hour
• Front end loader with operator	1 ¼ yard	\$235.00 per hour
	5 yard	\$268.00 per hour
• Skid Steer with operator, all attachments		\$275.00 per hour
• Excavator with operator		\$295.00 per hour
• Gradeall with operator		\$288.00 per hour
• Road widener with operator		\$304.00 per hour
• 10-Wheel dump truck with driver		\$132.00 per hour
• Trailer truck with driver		\$146.00 per hour

Fire Suppression**Gannon Fire Sprinkler****Annual Inspection**

▪ Town Hall	\$200.00
▪ Kids Klub	\$300.00
▪ Library	\$200.00
▪ Police	\$300.00
▪ Fire #2	\$200.00
▪ Senior Center	\$300.00
▪ Coombs School	\$200.00
▪ Quashnet School	\$200.00
▪ High/Middle School	\$200.00

Service

▪ Technician	\$150.00 per hour
--------------	-------------------

Guardrail	Bartlett Consolidated	
• Wood Guardrail		\$45.00 per linear foot
• SS Guardrail		\$58.00 per linear foot
• SS Terminal Ends		\$66.00 each
• ASTM A-606-91a Guardrail		\$62.00 per linear foot
• ASTM Terminal Ends		\$77.00 each
Pulverizing	Murray Paving & Reclamation	\$1.44/square yard
Stone	Cape Cod Aggregates	
• 1 ½ inch crushed stone, delivered		\$28.45 per ton
MMHS WWTF	Weston & Sampson, Inc.	
▪ Daily Operation		\$50,700.00 per year
▪ Police Station Pump Station		\$1,140.00 per year
▪ Breezy Acres Pump Station		\$1,140.00 per year
▪ Chief Operator		\$100.00 per hour
▪ Mechanic		\$105.00 per hour
▪ Project Manager		\$160.00 per hour
▪ Electrician		\$110.00 per hour

These bids are the second year of a two or three year bid.

Please do not hesitate to contact me if you have any questions on any of these recommendations.



Town of Mashpee

Department of Public Works

*350 Meetinghouse Road
Mashpee, Massachusetts 02649
Telephone - (508) 539-1420
Fax - (508) 539-3894*

MEMORANDUM

June 2, 2022

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director

RE: Recommendation for Approval of Change Order #1 - Track & Field Renovation at Mashpee Middle-High School

Description

The General Contractor submitted two Proposed Change Orders (PCO) for the track and field improvement project at the Mashpee Middle-High School (MMHS). PCO#1 decreases the project cost by \$4880.33. PCO#2 increases the project cost by \$570.00.

Background

The Town signed a contract with Green Acres Landscape & Construction Co., Inc. for renovation of the track and field in the Stadium at the MMHS in May. Funding for the project was approved at the May Town Meeting.

During the submittal process, it was determined that a delay in delivery of the storage building included in the project necessitated the relocation of the building. Delivery of the building is not expected until after the track has been resurfaced and the only access to the original site is from the track. The new location which is closer to the main gate into the Stadium will function equally as well as the original. The relocation eliminates the need for some fencing which results in a credit to the project (PCO#1).

Also during the submittal process, the dimensions of the track-crossing mat were further discussed. The mat is placed over the track where players, etc. cross to access the field. Its purpose is to protect the track surface from damage from spiked athletic shoes, equipment, etc.. The original width of the mat was only 4 feet. I requested an increase in width to 15 feet in order to ensure adequate protection. PCO#2 will add cost to the project.

Recommendation

I recommend that the Select Board approved Change Order #1 for Green Acres Landscape. CO#1 will result in a **net decrease** in the project cost by **\$4,310.33**.

Pros and Cons

PCO#1 has no impact on the use or access to the storage building. PCO#2 offers additional protection to safeguard the Town's investment in the track.



Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Track & Field Improvements
Mashpee Middle High School
500 Old Barnstable Road
Mashpee, MA 02649

CONTRACT INFORMATION:
Contract For: General Construction
Date: May 11, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 01
Date: May 31, 2022

OWNER: *(Name and address)*
Town of Mashpee
Department of Public Works
350 Meeting House Road
Mashpee, MA 02649

ARCHITECT: *(Name and address)*
Gale Associates, Inc.
163 Libbey Industrial Parkway
Weymouth, MA 02189

CONTRACTOR: *(Name and address)*
Green Acres Landscape & Construction
Co., Inc.
21 Malbone Street
Lakeville, MA 02347

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO 1 - Relocation of the Storage Shed - (4,880.33)
PCO 2 - 15' x 40' Track Crossing Mat (Option 2) - \$570.00

The original Contract Sum was	\$	2,509,951.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	2,509,951.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	4,310.33
The new Contract Sum including this Change Order will be	\$	2,505,640.67

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be unchanged.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gale Associates, Inc.

Green Acres Landscape & Construction
Co., Inc.

Town of Mashpee

ARCHITECT *(Firm name)*

Kathleen D. Hervol/cmh

CONTRACTOR *(Firm name)*

Ed Maiato For G.A.C.E.

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

Kathleen Hervol, Sr. Project Mgr.

Edmund Maiato, Sr. Project Mgr.

Rodney C. Collins, Town Manager

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

May 31, 2022

6/1/22

DATE

DATE

DATE

Green Acres
LANDSCAPE & CONSTRUCTION
CO. INC.
21 Malbone Street
Lakeville, MA 02347
P. (508) 823-6699 F. (508) 823-7502

May 18, 2022

P.C.O. # 1

Kathleen D. Hervol
Senior Project Manager
Gale Associates
163 Libbey Parkway
Weymouth, MA 02189-0004

Attention: Kathy,

Enclosed is a proposal made at your request for changes to the proposed fence for the Mashpee Middle-High School-Track and Field Project. This Proposed Change Order was prepared based on your Change Order Request No. 1 dated May 18, 2022 as well as SK-1 and SK-1A dated May 12, 2022.

Scope of Work:

Green Acres Landscape & Construction will furnish labor, equipment and materials to perform the following scope of work:

- Eliminate (1) 16' 4' tall slide gate.
- Eliminate (25) linear feet of 8' tall chain link fence.
- Eliminate (30) linear feet of 4' tall chain link fence.
- Add 16 linear feet of 4' tall chain link fence where the 16' slide gate will no longer be installed.

Total Cost to be Reduced from the Original Project Value (\$4,880.33)

This proposal will add **0 days** to the original project schedule

This proposal excludes the following:

Anything not previously mentioned under scope of work.

Payment to be made as follows: **Net 30 days from invoice**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the above estimate. Our workers are fully covered by Workman's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 60 days.

Authorized Signature Ed Maiato

Ed Maiato
Senior Project Manager/Lead Estimator

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as described. Payment will be made as outlined above.

Signature [Signature]

Date of Acceptance: 5/19/2022

Green Acres
LANDSCAPE & CONSTRUCTION
CO. INC.
21 Malbone Street
Lakeville, MA 02347
P. (508) 823-6699 F. (508) 823-7502

May 25, 2022

P.C.O. # 2

Kathleen D. Hervol
Senior Project Manager
Gale Associates
163 Libbey Parkway
Weymouth, MA 02189-0004

Attention: Kathy,

Enclosed is a proposal made at your request for a change in the track crossing mat from what was originally specified for the Mashpee Middle-High School-Track and Field Project. This Proposed Change Order was prepared based on your email request dated May 24, 2022.

Scope of Work:

Green Acres Landscape & Construction will furnish labor, equipment and materials to perform the following scope of work:

Option 1

Furnish (1) SSI Model # TCM7540 7.5' x 40' weighted track crossing mat. This will be furnished in lieu of the originally specified crossing mat. \$1,035.00 - \$850.00 =

Total Cost to be Added to the Original Project Value \$185.00

Option 2

Furnish (1) SSI Model # TCM1540 15' x 40' weighted track crossing mat. This will be furnished in lieu of the originally specified crossing mat. \$1,420.00 - \$850.00 = \$570.00

Total Cost to be Added to the Original Project Value \$570.00

This proposal will add **0 days** to the original project schedule

This proposal excludes the following:

Anything not previously mentioned under scope of work.

Payment to be made as follows: **Net 30 days from invoice**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the above estimate. Our workers are fully covered by Workman's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 60 days.

Authorized Signature Ed Maiato

Ed Maiato
Senior Project Manager/Lead Estimator

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as described. Payment will be made as outlined above.

Signature

OPTION 2 ACCEPTED

Date of Acceptance:

5/31/2022

Robert C. Collins
TOWN MANAGER



*350 Meetinghouse Road
Mashpee, Massachusetts 02649
Telephone - (508) 539-1420
Fax - (508) 539-3894*

MEMORANDUM

June 1, 2022

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director

RE: Recommendation for Award of Annual Contract – Purchase of Diesel and Gasoline

Description

The Town solicits bids for purchase of fuel through a regional bid with other municipalities in Barnstable County. Award of a contract through a competitive county bid process usually allows the Town to secure the best fuel prices. Bids were opened on May 3, 2022. Attached are the results.

Background

The Town awards a contract annually for the purchase of diesel and gasoline for the fuel depot at DPW. All Town vehicles use the fuel depot.

Because of the volatility of the markets, an immediate acceptance or rejection of the fixed price bids were required at the time of the bid opening. All Towns/Municipal Entities elected to reject these bids. NOTE: The above fixed prices were for supply and delivery only. The Towns would still be responsible for paying state tax and fees.

The remaining bids were for delivery only. The supply price is the low wholesale Boston Price as published daily in the OPIS-Oil Price Daily for the day the order is placed. Again, the Towns would still be responsible for paying state tax and fees.

Recommendation

I recommend that the Select Board award a contract for FY23 for purchase of fuel as follows:

- | | | |
|----------------|-----------------------------|---------------------------------------|
| ▪ For Gasoline | Atlantic Petroleum | OEP Differential of \$0.15 per gallon |
| ▪ For Diesel | Sprague Operating Resources | OEP Differential of \$0.18 per gallon |

The above were the lowest qualified bidders for each product.

Pros and Cons

These contracts will set the price for delivery of fuel for the fiscal year, however, there is no obligation by the Town to purchase any specific quantity of either gasoline or diesel. The contracts guarantee delivery of fuel when/if ordered by the Town. Because there is no obligation, if fuel prices fall later in the fiscal year, Barnstable County may issue another bid for fixed pricing for the remainder of the fiscal year and the Town could award new contracts for the fixed price at that time.

The Town may choose instead to purchase fuel through the state contract. The state contract is also a delivery only price but it is apparently lower than the price secured through Barnstable County. The state contract does obligate the Town to purchase fuel exclusively through their approved vendor for the balance of the fiscal year if used.

Award of contracts to Atlantic Petroleum and Sprague now does not preclude the Town from deciding to use the state contract at a later date after further evaluation.

Items	Quantity	FY21 Pricing	FY22 Pricing	Fixed Price Per Gallon	ATLANTIC PETROLEUM OEP Differential	NYMEX Differential	Total Cost	Fixed Price Per Gallon	OEPR Differential	Sprague Operating Resources LLC NYMEX Differential	Total Cost
Regular Gasoline (20)											
Section 1: Barnstable DPW	50000	\$0.00	\$2.33	\$4.50	\$0.65	\$0.65	\$225,000.00	\$4.41	\$0.36	\$0.90	\$226,443.98
Section 2: Barnstable Police Department	80000	\$0.00	\$2.34	\$4.50	\$0.35	\$0.35	\$360,000.00	\$4.42	\$0.37	\$0.91	\$361,750.37
Section 3: Barnstable Golf Courses	10000	\$0.00	\$2.26	\$4.50	\$0.65	\$0.65	\$45,000.00	\$4.72	\$0.67	\$1.21	\$47,208.80
Section 4: Barnstable Municipal Airport	12000	\$0.00	\$2.37	\$4.50	\$0.35	\$0.35	\$54,000.00	\$4.45	\$0.39	\$0.94	\$55,350.55
Section 5: Barnstable School Department	25000	\$0.00	\$2.43	\$4.50	\$0.45	\$0.45	\$112,500.00	\$4.51	\$0.46	\$1.00	\$113,821.99
Section 7: Town of Bourne	60000	\$1.02	\$2.33	\$4.50	\$0.45	\$0.45	\$270,000.00	\$4.44	\$0.38	\$0.93	\$266,152.77
Section 8: Town of Brewster	26000	\$1.08	\$2.37	\$4.50	\$0.45	\$0.45	\$117,000.00	\$4.47	\$0.41	\$0.96	\$118,112.87
Section 9: Centerville/Osterville Fire	20000	\$0.00	\$2.00	\$4.50	\$0.45	\$0.45	\$90,000.00	\$4.50	\$0.44	\$0.99	\$89,917.59
Section 10: Town of Chatham	30500	\$1.05	\$2.33	\$4.50	\$0.65	\$0.65	\$137,250.00	\$4.43	\$0.37	\$0.92	\$134,989.33
Section 11: Town of Dennis	60000	\$1.06	\$2.33	\$4.50	\$0.65	\$0.65	\$270,000.00	\$4.44	\$0.38	\$0.93	\$266,152.77
Section 13: Town of Eastham	44000	\$1.07	\$2.00	\$4.50	\$0.58	\$0.58	\$198,000.00	\$4.44	\$0.38	\$0.93	\$195,178.70
Section 14: Town of Falmouth	65000	\$1.01	\$2.29	\$4.50	\$0.08	\$0.08	\$292,500.00	\$4.37	\$0.32	\$0.86	\$284,237.17
Section 15: Town of Harwich	51000	\$1.05	\$2.33	\$4.50	\$0.45	\$0.45	\$229,500.00	\$4.43	\$0.37	\$0.92	\$225,719.86
Section 16: Hyannis Fire District (mid-grade)	3500	\$0.00	\$2.68	\$4.50	\$0.35	\$0.35	\$15,750.00	\$4.50	\$0.44	\$0.99	\$15,735.58
Section 17: Town of Mashpee	50000	\$1.05	\$2.33	\$4.50	\$0.15	\$0.15	\$225,000.00	\$4.43	\$0.37	\$0.92	\$221,293.98
Section 18: Town of Orleans	35000	\$1.06	\$2.35	\$4.50	\$0.25	\$0.25	\$157,500.00	\$4.44	\$0.39	\$0.93	\$155,430.79
Section 19: Town of Sandwich	29500	\$1.05	\$2.34	\$4.50	\$0.50	\$0.50	\$132,750.00	\$4.45	\$0.39	\$0.94	\$131,153.45
Section 20: Town of Truro	20000	\$0.00	\$2.00	\$4.50	\$0.60	\$0.60	\$90,000.00	\$4.46	\$0.40	\$0.95	\$89,117.59
Section 21: Upper Cape Regional Technical	6500	\$1.05	\$2.33	\$4.50	\$0.40	\$0.40	\$29,250.00	\$4.43	\$0.37	\$0.92	\$28,768.22
Section 23: Town of Yarmouth	118500	\$0.00	\$0.00	\$4.50	\$0.65	\$0.65	\$533,250.00	\$4.40	\$0.35	\$0.89	\$521,761.73
Premium Ultra Low Sulphur Diesel (24)											
Section 1: Barnstable Dept. of Public Works	52800	\$0.00	\$2.23	\$4.50	\$0.65	\$0.65	\$237,600.00	\$4.77	\$0.18	\$0.94	\$238,096.33
Section 3: Barnstable Golf Courses	7000	\$0.00	\$2.29	\$4.50	\$0.35	\$0.35	\$31,500.00	\$5.07	\$0.47	\$1.24	\$33,489.20
Section 4: Barnstable Municipal Airport	12000	\$0.00	\$2.22	\$4.50	\$0.65	\$0.65	\$54,000.00	\$4.80	\$0.20	\$0.96	\$55,747.02
Section 5: Barnstable School Department	83000	\$0.00	\$2.22	\$4.50	\$0.35	\$0.35	\$373,500.00	\$4.77	\$0.18	\$0.94	\$376,315.46
Section 6: Barnstable County Dredge	42500	\$0.00	\$2.37	\$4.50	\$0.45	\$0.45	\$191,250.00	\$4.92	\$0.33	\$1.09	\$209,307.61
Section 7: Town of Bourne A	60000	\$1.19	\$2.22	\$4.50	\$0.45	\$0.45	\$270,000.00	\$4.78	\$0.19	\$0.95	\$287,093.10
Section 7: Town of Bourne B	70000	\$1.40	\$2.22	\$4.50	\$0.45	\$0.45	\$315,000.00	No Bid	No Bid	No Bid	No Bid
Section 8: Town of Brewster	33500	\$1.25	\$2.25	\$4.50	\$0.45	\$0.45	\$150,750.00	\$4.79	\$0.19	\$0.96	\$160,499.00
Section 9: Centerville/Osterville/MM Fire	17000	\$0.00	\$2.00	\$4.50	\$0.65	\$0.65	\$76,500.00	\$4.82	\$0.36	\$0.99	\$82,023.05
Section 10: Town of Chatham	28500	\$1.25	\$2.25	\$4.50	\$0.65	\$0.65	\$128,250.00	\$4.78	\$0.18	\$0.95	\$136,174.22
Section 11: Town of Dennis	46000	\$1.23	\$2.23	\$4.50	\$0.58	\$0.58	\$207,000.00	\$4.78	\$0.19	\$0.95	\$220,104.71
Section 12: Dennis Water District	5000	\$1.25	\$2.25	\$4.50	\$0.08	\$0.08	\$22,500.00	\$4.78	\$0.19	\$0.95	\$23,924.43
Section 13: Town of Eastham	20000	\$1.24	\$2.00	\$4.50	\$0.45	\$0.45	\$90,000.00	\$4.78	\$0.16	\$0.95	\$95,697.70
Section 14: Town of Falmouth	50000	\$1.18	\$2.18	\$4.50	\$0.50	\$0.50	\$225,000.00	\$4.72	\$0.15	\$0.89	\$236,094.25
Section 15: Town of Harwich	110000	\$1.24	\$2.24	\$4.50	\$0.65	\$0.65	\$495,000.00	\$4.77	\$0.18	\$0.94	\$525,237.35
Section 16: Hyannis Fire District	9500	\$1.23	\$2.29	\$4.50	\$0.45	\$0.45	\$42,750.00	\$4.82	\$0.23	\$0.99	\$45,836.41
Section 17: Town of Mashpee	16000	\$1.23	\$2.23	\$4.50	\$0.35	\$0.35	\$72,000.00	\$4.77	\$0.18	\$0.94	\$76,398.16
Section 18A: Town of Orleans	15500	\$1.24	\$2.24	\$4.50	\$0.15	\$0.15	\$69,750.00	\$4.79	\$0.19	\$0.96	\$74,243.22
Section 18B: Town of Orleans	6150	\$0.00	\$2.00	\$4.50	\$0.25	\$0.25	\$27,675.00	\$4.84	\$0.25	\$1.01	\$29,796.04
Section 19: Town of Sandwich	39600	\$1.23	\$2.24	\$4.50	\$0.50	\$0.50	\$178,200.00	\$4.79	\$0.20	\$0.96	\$189,877.45
Section 20: Town of Truro	12000	\$0.00	\$2.00	\$4.50	\$0.60	\$0.60	\$54,000.00	\$4.80	\$0.38	\$0.97	\$57,658.62
Section 21: Upper Cape Regional Technical	6500	\$1.22	\$2.22	\$4.50	\$0.40	\$0.40	\$29,250.00	\$4.77	\$0.38	\$0.94	\$31,036.75
Section 22: Town of Wellfleet	19500	\$1.43	\$2.29	\$4.50	\$0.65	\$0.65	\$87,750.00	\$5.03	\$0.44	\$1.20	\$98,180.26
Section 23: Town of Yarmouth	58500	\$0.00	\$0.00	\$4.50	\$0.55	\$0.55	\$263,250.00	\$4.75	\$0.15	\$0.92	\$277,820.98



Town of Mashpee

Department of Public Works

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Mashpee, Massachusetts 02649
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MEMORANDUM

June 2, 2022

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director 

RE: Recommendation for Award of Annual Contract for Operation of the Transfer Station, Hauling of Recyclables

Description

The Town contracts for daily operation of the Transfer Station as well as the hauling of recyclables/bulky waste to processing facilities.

Background

In the past, the Town has issued an RFB for operation of the Transfer Station. The RFB is advertised in the Cape Cod Times, the Central Register, and COMM Buys. As the Town has only received one bid from the current vendor during the last several bid cycles, a direct negotiation with the Gotta Do Contracting LLC was undertaken instead of issuing a new RFB. Solid waste services is one of the exemptions under state statute from the normal procurement process.

Recommendation

I recommend that a contract be awarded to **Gotta Do Contracting LLC** of Jordan, NY for FY23 as follows:

Operation	\$478,774.00 (\$511,274.00 if license is not approved)
Hauling of Recyclables to:	
Westport	\$328.00 single/\$655.00 double
Mansfield	\$365.25 single/\$708.25 double
Bourne	\$262.00 single/\$463.25 double
Dennis	\$262.00 single/\$463.25 double

The hauling would be subject to a fuel surcharge based on the roundtrip miles for each location (Westport 100 miles; Mansfield 116 miles; Bourne 32 miles; Dennis 42 miles). See attached.

Extension for future years would be subject to an annual CPI adjustment.

Pros and Cons

The Town does not currently have the personnel or own the equipment needed for operation and hauling, therefore contracting for this service is necessary.

GottaDo Contracting
Mashpee Operations Contract - Fuel Surcharge Chart

Fuel Trigger - \$3.50 dollars / Gallon
Prices based on US Northeast Index

GottaDo Contracting**Mashpee Operations Contract - Fuel Surcharge Chart**

Purpose: To use chart to track Fuel Surcharges on per trip basis.

Fuel Trigger - \$3.50 dollars / Gallon

Prices based on US Northeast Index

Weekly Deisel Prices (\$/gallon)		Miles															NE index	
		0-50	51-100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650				
\$ 4.950	\$ 4.999	\$ 30.00	\$ 60.00	\$ 90.00	\$ 120.00	\$ 150.00	\$ 180.00	\$ 210.00	\$ 240.00	\$ 270.00	\$ 300.00	\$ 330.00	\$ 360.00	\$ 390.00				
\$ 5.000	\$ 5.049	\$ 31.00	\$ 62.00	\$ 93.00	\$ 124.00	\$ 155.00	\$ 186.00	\$ 217.00	\$ 248.00	\$ 279.00	\$ 310.00	\$ 341.00	\$ 372.00	\$ 403.00				
\$ 5.050	\$ 5.099	\$ 32.00	\$ 64.00	\$ 96.00	\$ 128.00	\$ 160.00	\$ 192.00	\$ 224.00	\$ 256.00	\$ 288.00	\$ 320.00	\$ 352.00	\$ 384.00	\$ 416.00				
\$ 5.100	\$ 5.149	\$ 33.00	\$ 66.00	\$ 99.00	\$ 132.00	\$ 165.00	\$ 198.00	\$ 231.00	\$ 264.00	\$ 297.00	\$ 330.00	\$ 363.00	\$ 396.00	\$ 429.00				
\$ 5.150	\$ 5.199	\$ 34.00	\$ 68.00	\$ 102.00	\$ 136.00	\$ 170.00	\$ 204.00	\$ 238.00	\$ 272.00	\$ 306.00	\$ 340.00	\$ 374.00	\$ 408.00	\$ 442.00				
\$ 5.200	\$ 5.249	\$ 35.00	\$ 70.00	\$ 105.00	\$ 140.00	\$ 175.00	\$ 210.00	\$ 245.00	\$ 280.00	\$ 315.00	\$ 350.00	\$ 385.00	\$ 420.00	\$ 455.00				
\$ 5.250	\$ 5.299	\$ 36.00	\$ 72.00	\$ 108.00	\$ 144.00	\$ 180.00	\$ 216.00	\$ 252.00	\$ 288.00	\$ 324.00	\$ 360.00	\$ 396.00	\$ 432.00	\$ 468.00				
\$ 5.300	\$ 5.349	\$ 37.00	\$ 74.00	\$ 111.00	\$ 148.00	\$ 185.00	\$ 222.00	\$ 259.00	\$ 296.00	\$ 333.00	\$ 370.00	\$ 407.00	\$ 444.00	\$ 481.00				
\$ 5.350	\$ 5.399	\$ 38.00	\$ 76.00	\$ 114.00	\$ 152.00	\$ 190.00	\$ 228.00	\$ 266.00	\$ 304.00	\$ 342.00	\$ 380.00	\$ 418.00	\$ 456.00	\$ 494.00				
\$ 5.400	\$ 5.449	\$ 39.00	\$ 78.00	\$ 117.00	\$ 156.00	\$ 195.00	\$ 234.00	\$ 273.00	\$ 312.00	\$ 351.00	\$ 390.00	\$ 429.00	\$ 468.00	\$ 507.00				
\$ 5.450	\$ 5.499	\$ 40.00	\$ 80.00	\$ 120.00	\$ 160.00	\$ 200.00	\$ 240.00	\$ 280.00	\$ 320.00	\$ 360.00	\$ 400.00	\$ 440.00	\$ 480.00	\$ 520.00				
\$ 5.500	\$ 5.549	\$ 41.00	\$ 82.00	\$ 123.00	\$ 164.00	\$ 205.00	\$ 246.00	\$ 287.00	\$ 328.00	\$ 369.00	\$ 410.00	\$ 451.00	\$ 492.00	\$ 533.00				
\$ 5.550	\$ 5.599	\$ 42.00	\$ 84.00	\$ 126.00	\$ 168.00	\$ 210.00	\$ 252.00	\$ 294.00	\$ 336.00	\$ 378.00	\$ 420.00	\$ 462.00	\$ 504.00	\$ 546.00				
\$ 5.600	\$ 5.649	\$ 43.00	\$ 86.00	\$ 129.00	\$ 172.00	\$ 215.00	\$ 258.00	\$ 301.00	\$ 344.00	\$ 387.00	\$ 430.00	\$ 473.00	\$ 516.00	\$ 559.00				
\$ 5.650	\$ 5.699	\$ 44.00	\$ 88.00	\$ 132.00	\$ 176.00	\$ 220.00	\$ 264.00	\$ 308.00	\$ 352.00	\$ 396.00	\$ 440.00	\$ 484.00	\$ 528.00	\$ 572.00				
\$ 5.700	\$ 5.749	\$ 45.00	\$ 90.00	\$ 135.00	\$ 180.00	\$ 225.00	\$ 270.00	\$ 315.00	\$ 360.00	\$ 405.00	\$ 450.00	\$ 495.00	\$ 540.00	\$ 585.00				
\$ 5.750	\$ 5.799	\$ 46.00	\$ 92.00	\$ 138.00	\$ 184.00	\$ 230.00	\$ 276.00	\$ 322.00	\$ 368.00	\$ 414.00	\$ 460.00	\$ 506.00	\$ 552.00	\$ 598.00				
\$ 5.800	\$ 5.849	\$ 47.00	\$ 94.00	\$ 141.00	\$ 188.00	\$ 235.00	\$ 282.00	\$ 329.00	\$ 376.00	\$ 423.00	\$ 470.00	\$ 517.00	\$ 564.00	\$ 611.00				
\$ 5.850	\$ 5.899	\$ 48.00	\$ 96.00	\$ 144.00	\$ 192.00	\$ 240.00	\$ 288.00	\$ 336.00	\$ 384.00	\$ 432.00	\$ 480.00	\$ 528.00	\$ 576.00	\$ 624.00				
\$ 5.900	\$ 5.949	\$ 49.00	\$ 98.00	\$ 147.00	\$ 196.00	\$ 245.00	\$ 294.00	\$ 343.00	\$ 392.00	\$ 441.00	\$ 490.00	\$ 539.00	\$ 588.00	\$ 637.00				
\$ 5.950	\$ 5.999	\$ 50.00	\$ 100.00	\$ 150.00	\$ 200.00	\$ 250.00	\$ 300.00	\$ 350.00	\$ 400.00	\$ 450.00	\$ 500.00	\$ 550.00	\$ 600.00	\$ 650.00				
\$ 6.000	\$ 6.049	\$ 51.00	\$ 102.00	\$ 153.00	\$ 204.00	\$ 255.00	\$ 306.00	\$ 357.00	\$ 408.00	\$ 459.00	\$ 510.00	\$ 561.00	\$ 612.00	\$ 663.00				
\$ 6.050	\$ 6.099	\$ 52.00	\$ 104.00	\$ 156.00	\$ 208.00	\$ 260.00	\$ 312.00	\$ 364.00	\$ 416.00	\$ 468.00	\$ 520.00	\$ 572.00	\$ 624.00	\$ 676.00				
\$ 6.100	\$ 6.149	\$ 53.00	\$ 106.00	\$ 159.00	\$ 212.00	\$ 265.00	\$ 318.00	\$ 371.00	\$ 424.00	\$ 477.00	\$ 530.00	\$ 583.00	\$ 636.00	\$ 689.00				
\$ 6.150	\$ 6.199	\$ 54.00	\$ 108.00	\$ 162.00	\$ 216.00	\$ 270.00	\$ 324.00	\$ 378.00	\$ 432.00	\$ 486.00	\$ 540.00	\$ 594.00	\$ 648.00	\$ 702.00				
\$ 6.200	\$ 6.249	\$ 55.00	\$ 110.00	\$ 165.00	\$ 220.00	\$ 275.00	\$ 330.00	\$ 385.00	\$ 440.00	\$ 495.00	\$ 550.00	\$ 605.00	\$ 660.00	\$ 715.00				
\$ 6.250	\$ 6.299	\$ 56.00	\$ 112.00	\$ 168.00	\$ 224.00	\$ 280.00	\$ 336.00	\$ 392.00	\$ 448.00	\$ 504.00	\$ 560.00	\$ 616.00	\$ 672.00	\$ 728.00				
\$ 6.300	\$ 6.349	\$ 57.00	\$ 114.00	\$ 171.00	\$ 228.00	\$ 285.00	\$ 342.00	\$ 399.00	\$ 456.00	\$ 513.00	\$ 570.00	\$ 627.00	\$ 684.00	\$ 741.00				
\$ 6.350	\$ 6.399	\$ 58.00	\$ 116.00	\$ 174.00	\$ 232.00	\$ 290.00	\$ 348.00	\$ 406.00	\$ 464.00	\$ 522.00	\$ 580.00	\$ 638.00	\$ 696.00	\$ 754.00				

GottaDo Contracting

Mashpee Operations Contract - Fuel Surcharge Chart

Purpose: To use chart to track Fuel Surcharges on per trip basis.

Fuel Trigger - \$3.50 dollars / Gallon

Prices based on US Northeast Index

Weekly Deisel Prices (\$/gallon)		NE index		Miles	Miles	Miles	Miles	Miles	Miles	Miles	Miles	Miles	Miles	Miles	Miles	Miles	Miles
				0-50	51-100	101-150	151-200	201-250	251-300	301-350	351-400	401-450	451-500	501-550	551-600	601-650	
\$ 6.400	\$ 6.449	\$		\$ 59.00	\$ 118.00	\$ 177.00	\$ 236.00	\$ 295.00	\$ 354.00	\$ 413.00	\$ 472.00	\$ 531.00	\$ 590.00	\$ 649.00	\$ 708.00	\$ 767.00	
\$ 6.450	\$ 6.499	\$		\$ 60.00	\$ 120.00	\$ 180.00	\$ 240.00	\$ 300.00	\$ 360.00	\$ 420.00	\$ 480.00	\$ 540.00	\$ 600.00	\$ 660.00	\$ 720.00	\$ 780.00	
\$ 6.500	\$ 6.549	\$		\$ 61.00	\$ 122.00	\$ 183.00	\$ 244.00	\$ 305.00	\$ 366.00	\$ 427.00	\$ 488.00	\$ 549.00	\$ 610.00	\$ 671.00	\$ 732.00	\$ 793.00	
\$ 6.550	\$ 6.599	\$		\$ 62.00	\$ 124.00	\$ 186.00	\$ 248.00	\$ 310.00	\$ 372.00	\$ 434.00	\$ 496.00	\$ 558.00	\$ 620.00	\$ 682.00	\$ 744.00	\$ 806.00	
\$ 6.600	\$ 6.649	\$		\$ 63.00	\$ 126.00	\$ 189.00	\$ 252.00	\$ 315.00	\$ 378.00	\$ 441.00	\$ 504.00	\$ 567.00	\$ 630.00	\$ 693.00	\$ 756.00	\$ 819.00	
\$ 6.650	\$ 6.699	\$		\$ 64.00	\$ 128.00	\$ 192.00	\$ 256.00	\$ 320.00	\$ 384.00	\$ 448.00	\$ 512.00	\$ 576.00	\$ 640.00	\$ 704.00	\$ 768.00	\$ 832.00	
\$ 6.700	\$ 6.749	\$		\$ 65.00	\$ 130.00	\$ 195.00	\$ 260.00	\$ 325.00	\$ 390.00	\$ 455.00	\$ 520.00	\$ 585.00	\$ 650.00	\$ 715.00	\$ 780.00	\$ 845.00	
\$ 6.750	\$ 6.799	\$		\$ 66.00	\$ 132.00	\$ 198.00	\$ 264.00	\$ 330.00	\$ 396.00	\$ 462.00	\$ 528.00	\$ 594.00	\$ 660.00	\$ 726.00	\$ 792.00	\$ 858.00	
\$ 6.800	\$ 6.849	\$		\$ 67.00	\$ 134.00	\$ 201.00	\$ 268.00	\$ 335.00	\$ 402.00	\$ 469.00	\$ 536.00	\$ 603.00	\$ 670.00	\$ 737.00	\$ 804.00	\$ 871.00	
\$ 6.850	\$ 6.899	\$		\$ 68.00	\$ 136.00	\$ 204.00	\$ 272.00	\$ 340.00	\$ 408.00	\$ 476.00	\$ 544.00	\$ 612.00	\$ 680.00	\$ 748.00	\$ 816.00	\$ 884.00	
\$ 6.900	\$ 6.949	\$		\$ 69.00	\$ 138.00	\$ 207.00	\$ 276.00	\$ 345.00	\$ 414.00	\$ 483.00	\$ 552.00	\$ 621.00	\$ 690.00	\$ 759.00	\$ 828.00	\$ 897.00	
\$ 6.950	\$ 6.999	\$		\$ 70.00	\$ 140.00	\$ 210.00	\$ 280.00	\$ 350.00	\$ 420.00	\$ 490.00	\$ 560.00	\$ 630.00	\$ 700.00	\$ 770.00	\$ 840.00	\$ 910.00	
\$ 7.000	\$ 7.049	\$		\$ 71.00	\$ 142.00	\$ 213.00	\$ 284.00	\$ 355.00	\$ 426.00	\$ 497.00	\$ 568.00	\$ 639.00	\$ 710.00	\$ 781.00	\$ 852.00	\$ 923.00	
\$ 7.050	\$ 7.099	\$		\$ 72.00	\$ 144.00	\$ 216.00	\$ 288.00	\$ 360.00	\$ 432.00	\$ 504.00	\$ 576.00	\$ 648.00	\$ 720.00	\$ 792.00	\$ 864.00	\$ 936.00	
\$ 7.100	\$ 7.149	\$		\$ 73.00	\$ 146.00	\$ 219.00	\$ 292.00	\$ 365.00	\$ 438.00	\$ 511.00	\$ 584.00	\$ 657.00	\$ 730.00	\$ 803.00	\$ 876.00	\$ 949.00	
\$ 7.150	\$ 7.199	\$		\$ 74.00	\$ 148.00	\$ 222.00	\$ 296.00	\$ 370.00	\$ 444.00	\$ 518.00	\$ 592.00	\$ 666.00	\$ 740.00	\$ 814.00	\$ 888.00	\$ 962.00	
\$ 7.200	\$ 7.249	\$		\$ 75.00	\$ 150.00	\$ 225.00	\$ 300.00	\$ 375.00	\$ 450.00	\$ 525.00	\$ 600.00	\$ 675.00	\$ 750.00	\$ 825.00	\$ 900.00	\$ 975.00	



Town of Mashpee

Department of Public Works

*350 Meetinghouse Road
Mashpee, Massachusetts 02649
Telephone - (508) 539-1420
Fax - (508) 539-3894*

MEMORANDUM

June 1, 2022

TO: Select Board
Rodney Collins, Town Manager

FROM: Catherine Laurent, Director

RE: Reconsideration of Extension of License to Gotta Do Contracting
Shared Use of the Yard Waste Area at the Mashpee Transfer Station

Description

The Select Board approved issuance of a license to Gotta Do Contracting for FY20 for shared use of approximately 5 acres of property at the Mashpee Transfer Station. The Board voted at a meeting in December 2021 to allow the license to expire at the end of its current term. Gotta Do Contracting has requested that the Board reconsider their vote. New conditions are proposed to reduce the allowable use of the property. See attached.

Background

Approximately 5 acres of property at the Mashpee Transfer Station is designated for collection of yard waste, wood chips, and brush from sticker holders and Town departments. Gotta Do Contracting, who operates the Transfer Station for the Town, approached the Town in early 2019 with a proposal to share use of this area commercially for similar purposes. The license was granted.

Full operation allowed by the license was delayed in part by the pandemic until 2021. Once operation was underway, the Town received calls from abutters to the property with concerns about noise and odor. The Town met with Gotta Do and agreed upon revisions to the license conditions in an attempt to address the concerns. The impact of these revised conditions on the neighbors' concerns had not been evaluated before the Board's decision to allow the license to expire.

Upon further discussion with Gotta Do after notification of the Town's intention not to extend the license, Town officials met with them. They propose to eliminate access to the site by commercial businesses, limiting it to only their own vehicles. Grinding of brush would be disallowed except if authorized by the Town after a storm. Additional time of year restrictions

are also proposed. Gotta Do is requesting that the Select Board reconsider their decision in light of these revised conditions.

Recommendation

I recommend that the Select Board reconsider extension of the license for another year.

Pros and Cons

Composting activities including screening will continue at the site regardless of extension of the license as the area is used by Transfer Station sticker holders and the DPW. A one-year extension will allow evaluation of the reduced operation proposed by Gotta Do in order to assess whether their use is significantly greater than the Town's.

The extension of the license will also offset costs for operation of the Transfer Station (a savings of approximately \$33,000).

1. The Town grants to Gotta Do Contracting LLC the right to use approximately 5 acres at the Mashpee Transfer Station for composting of yard waste ~~from commercial businesses and for sale of landscape materials.~~ Yard waste shall only be brought to the site by Gotta Do or Cape Resources vehicles, except per #2 below. The site shall not be open to commercial businesses. See attached overview map.
2. The Town reserves the right to continue to use this same area for composting of yard waste collected from Transfer Station sticker holders. Gotta Do shall continue to manage the area as outlined in the Scope of Work, Attachment B of the **Agreement for Operation of the Mashpee Transfer Station**.
3. The License Area hours of operation for screening shall be from 8 am to 4 pm (a) up to 5 days per week Monday – Friday between ~~9/15 and 6/15~~ 10/1 – 5/15; and (b) up to 3 days per week Monday, Wednesday or Friday between ~~6/16 and 9/14~~ 5/16-9/30.
4. Grinding activities shall not only be performed ~~from 9 am to 3 pm up to 5 days per week Monday – Friday between 10/15 and 4/15,~~ expect as other dates may be allowed (due to tree damage from storms, etc.) with prior approval from the Town.
5. The Contractor shall install a weather station/flag (or American flag) at the site to establish the wind direction. If there is a south/southwest wind (blowing in the direction of the adjacent residential neighborhood), screening, ~~grinding,~~ and/or turning activities (shall cease or shall not be undertaken. If an odor complaint is received, the Contractor shall record the activities and weather data for the day of the complaint and provide this information to the Town. The Contractor shall maintain the earthen berm installed as a sound barrier around the License Area.
6. Gotta Do shall provide separate staff and equipment for the yard waste area. The staffing required by the **Agreement for Operation of the Mashpee Transfer Station** shall not be assigned to this operation.
- ~~7. Gotta Do shall provide a separate office trailer with utilities for all transactions related to this operation. Staff at the Transfer Station gatehouse shall direct customers to this office. Gotta Do shall obtain all applicable permits for siting this office trailer.~~
- ~~8.7.~~ Gotta Do shall provide security gates at the internal entrance and exit to the Transfer Station to prevent unauthorized access to the Transfer Station when it's closed. ~~See attached overview map.~~
- ~~9.8. Gotta Do may accept grass clippings, leaves, and brush/stumps from landscaping companies or individual property owners. Materials available for sale shall be limited to mulch, top soil, compost, firewood, and aggregate. See attached layout plan.~~
- ~~10.9.~~ Transfer Station sticker holders shall continue to have unlimited access to the area for disposal of grass clippings and leaves throughout the year as well as limited disposal of brush

(two barrels). At the Town's discretion, the limit on brush may be temporarily lifted after significant storm events for sticker holders.

10. ~~Finished compost produced from yard waste collected from Transfer Station sticker holders shall remain the property of the Town. At the Town's discretion, this compost may~~ be offered at no charge to sticker holders ~~or, may be utilized by to~~ the DPW ~~or may be sold to Gotta Do at a price to be determined. See attached layout plan.~~
11. Finished compost produced from yard waste collected from Gotta Do shall be transported off site only by Gotta Do or Cape Resources vehicles. Commercial businesses shall not take finished compost directly from the site. Loading shall be restricted to the same hours outlined in #3 above.
12. Gotta Do shall provide a location for the DPW to continue to tip wood chips. These wood chips shall be made available at no charge to Transfer Station sticker holders. ~~See attached layout plan.~~
13. ~~Gotta Do may locate a sign at the entrance to the Transfer Station. The sign shall not exceed 6 square feet and shall list the business name, hours of operation, and a telephone number. Gotta Do shall obtain all applicable permits for the sign. Location of the sign shall be approved by the Town.~~
14. ~~Gotta Do shall post a sign at the office trailer listing the fees for the commercial operation. The sign shall also state what use is allowed for Transfer Station sticker holders.~~



Memorandum – Proposed Agenda Item, Select Board meeting on June 6, 2022

To: Rodney C. Collins, Town Manager

Re: Great River Boat Ramp

From: Mary K. Bradbury, Recreation Director

May 26, 2022

Description:

A pilot program that will provide Summer Gate Attendants at the Great River Boat Ramp. The proposal includes charging non-resident and non-sticker holder patrons \$15 to launch watercraft vessels and \$25 to park associated vehicles along the straight-away entry road as posted. Non-residents and non-sticker holders will not be allowed to park in the designated resident sticker-holder parking area immediately adjacent to the boat launch area.

Background:

Non-resident and non-sticker holder trailers and associated vehicles are parking in the resident sticker holders only parking spaces, thus prohibiting resident sticker holder's access to them. The Great River straight-away and parking lot are posted with adequate signage indicating that the parking spaces within the lot are for resident, sticker holders only. Historically, these violations have not been enforced and has created high-use of the boat ramp, traffic congestion, and frustration for resident sticker-holders.

Recommendation:

I am recommending that the Great River Boat Ramp be staffed, and charge a user fee for launching and parking, to non-resident or non-sticker holders in an effort to curtail and enforce the posted regulations regarding parking.

Pros and Cons:

The pros of this proposal are that residents will enjoy greater access to the boat ramp designated parking spots. Non-sticker holders and non-residents will be held accountable for failure to adhere to posted signage. Fees charged will offset the cost for providing staff at the site and will not have a fiscal impact to resident tax payers or the FY23 Recreation Department budgeted line item for staffing that was approved at the May 2, 2022 Town Meeting.

The cons of this proposal will be the enforcement outside the hours of staffing.



TOWN OF MASHPEE
DEPARTMENT OF NATURAL RESOURCES

Mashpee Town Hall
16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone – (508) 539-1409

MEMORANDUM

May 19, 2022

TO: Rodney C. Collins, Town Manager
Honorable Members of the Mashpee Select Board

FROM: Donovan McElligatt, Town of Mashpee Shellfish Warden

RE: Notice and Approval of Collaborative research project with the Aquaculture Research Corporation

Description

The Department of Natural Resources Shellfish Division and the Aquaculture Research Corporation (ARC) is seeking the Selectboards approval of a joint Aquaculture research project consisting of one floating upweller nursery (FLUPSY) in Hamblin Pond to test the efficacy of Mashpee waters in growing seed.

Background

The project will consist of one solar powered FLUPSY provided by the Aquacultural Research Corporation moored to two Town of Mashpee Harbormaster moorings. The area has had two site visits with staff from ARC, the Harbormasters office and the Shellfish Division. A site has been located and approved by the Harbormaster in the North-East corner of Hamblin pond that will have limited, to no impacts on navigation.

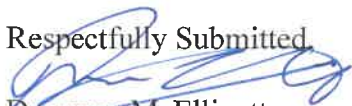
The Towns Conservation agent has also been consulted and is supportive of the project and if approved by the BOS then the project would be considered as an administrative improvement and would appear before the Conservation Commission for approval.

Attached is a letter written by Rick Sawyer, the President of ARC describing the background of the company and more details about the project. Also attached is a map with the approximate location where the FLUPSY would be located in Hamblin Pond.

Recommendation

As the Town's Shellfish Warden, responsible for the safe and productive management of the Town's shellfisheries I respectfully recommend to the Selectboard that they approve this joint venture. This project has the strong possibility of improving seed availability which is a major issue facing not only the Mashpee Shellfish program but farmers both in Mashpee and on the Eastern Seaboard as the industry grapples with the effects of climate change. Ensuring continued viable production of seed is of the utmost importance to keeping Mashpee's waters stocked and healthy, as well as helping ensure a strong Blue Economy in Mashpee.

Respectfully Submitted,


Donovan McElligatt
Shellfish Warden
Town of Mashpee



May 12, 2022

Town of Mashpee Selectboard
16 Great Neck Road, North
Mashpee, MA 02649

Dear Board Members,

Please accept this document as a Letter of Proposal for the placement of a floating upweller system (FLUPSY) as a shellfish nursery in Hamblin Pond for 2022.

BACKGROUND

Aquacultural Research Corporation (A.R.C.), located in Dennis for the last 62 years, is one of the largest shellfish hatcheries in New England and provides most of the shellfish seed to independent growers and municipalities on Cape Cod. We spawn hundreds of millions of oysters and clams each year in our hatchery, then let them grow in our nurseries in Dennis, Harwich and Chatham to sizes desired by our customers. Some of the seed is sold to growers for growout to market size, some are grown on farms our company works. Once grown to market size the shellfish are then sold wholesale around the world.

A shellfish nursery, many times located on land, houses baby quahogs and oysters ranging primarily from 1mm to 11mm in size. It is the first location to house the shellfish once they are large enough to leave the hatchery. The shellfish are allowed to grow in this controlled environment before they are sold and 'planted' on a grant or farm.

A FLUPSY is a floating nursery that looks very much like a dock. Under this 'dock' are containers that house shellfish which are allowed to grow using the natural nutrients in the ocean water while they are protected from predators.

PROPOSAL

A.R.C. proposes a Public/Private exploration of the viability of a solar-powered FLUPSY in Hamblin Pond. The purpose of this proposal is to explore the feasibility of using Mashpee waters as a future commercial shellfish nursery. A Mashpee-based nursery would support a revitalization of the Town's shellfish industry by providing growers easy access to Mashpee-grown seed while, at the same time, giving A.R.C. much needed additional nursery space.

The 2022 growing season will be used to test the success of growing several species of shellfish in a floating nursery as well as using various procedures for caring for them.

The cost to the Town of Mashpee will be minimal – anticipated to be only the deployment of 2 moorings in Hamblin Pond that will be used to anchor the solar powered FLUPSY at the required angles to get maximum exposure to the sun. Additionally, A.R.C. requests that the Mashpee DNR and Harbormaster keep an eye on the FLUPSY to make sure it stays where it is supposed to be and that it is not being boarded by non-A.R.C. personnel.

It is believed that all necessary permits are already in place or are in the process of being obtained.

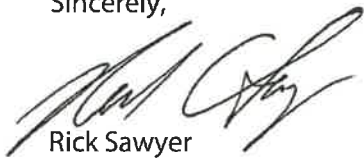
THE PLAN

1. A.R.C. will tour Hamblin Pond with the Mashpee Harbormaster and the Mashpee Shellfish Constable to scope out the most appropriate site for the FLUPSY. The FLUPSY to be deployed is 20' x 24'.
2. The FLUPSY will be deployed as soon as possible being anchored by two Town of Mashpee moorings.
3. The Solar powered systems will be tested and shellfish placed in the units.
4. Over the course of the 2022 growing season, the FLUPSY will house oysters, quahogs, scallops and, perhaps, surf clams. It is estimated that between 1 and 2 million shellfish will pass through this floating nursery in 2022.
5. During the growing season, the shellfish in the in the FLUPSY will require husbandry in the form of cleaning, sizing and sorting. This process will be done by A.R.C. staff 2-3 times per week. To accomplish this care, A.R.C. staff will require use of a boat to get out to the floating nursery. A.R.C. will supply the small boat (row boat, canoe or kayak likely) and requests that we be allowed to store the boat on Mashpee property off Monomoscoy Road.
6. At the end of the season, A.R.C. will submit a report to the Shellfish Division outlining the results from the 2022 test along with potential future steps.

A.R.C. will hold harmless the Town of Mashpee for damage to the FLUPSY and mortality of the shellfish.

It is my hope that you will see the benefits of this project to both the Mashpee shellfish growing community (both current and future growers) and to A.R.C. I look forward to answering any questions you may have about this proposal.

Sincerely,



Rick Sawyer
President, Aquacultural Research Corporation

ArcGIS Web Map



5/19/2022, 10:19:34 AM



Override 1

Address Numbers (Public)

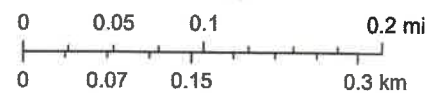


Parcel Lines



Mashpee_Boundary

1:9,028



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

CHAPTER 145 – SHELLFISH

History: Adopted by the Town of Mashpee as Ch. 4, Article 4.9, of the 1980 Code. Amendments noted where applicable.

§145-1 Promulgation of Shellfishing and Eeling Regulations; Violations and Penalties

The Board of Selectmen are authorized, from time to time, to make regulations governing the taking of shellfish and eels from the foreshores, flats and tidal waters of the Town of Mashpee. No such regulations shall become effective until a public hearing has been held by the Board of Selectmen and a public notice of the regulations adopted shall have been given. 113 The Selectmen shall be governed by all applicable General Laws in carrying out the authority vested in them by this chapter. Any violation of a regulation duly adopted by the Board of Selectmen shall be punished by a fine not to exceed three hundred dollars (\$300) in accordance with a schedule of fines set forth in the regulations.

History: Amended 12-3-1984 STM, Article 50.

History: Amended 10-7-1991 ATM, Article 36, approved by Attorney General 1-7-1992.

§145-2 Appointment of Herring Wardens

The Town Manager is authorized to appoint one (1) or more Herring Wardens and is authorized, from time to time, to make regulations concerning the opening and maintenance of ditches, sluiceways or canals into any pond within the Town not in private possession for the introduction and propagation in such pond or in any part thereof of herring, alewives or other swimming marine food fish and for the creation of fisheries for the same. No such regulations shall become effective until a public hearing has been held by the Board of Selectmen and public notice of the regulations adopted shall have been given.

History: See Charter, Section 4-2(B).

History: Amended 12-2-1985 STM, Article 52, approved by Attorney General 2-11-1986. History: Amended 10-17-2005 STM, Article 1, approved by Attorney General 3-16-2006.

2022 DRAFT

TOWN OF MASHPEE

SHELLFISH

REGULATIONS



PLEASE READ THIS DOCUMENT

IT IS YOUR RESPONSIBILITY TO KNOW THE RULES AND

REGULATIONS GOVERNING OUR SHELLFISHERY

Chapter 145-1: All persons shall read, or listen to a reading of, and understand the Mashpee Shellfish Regulations before shellfishing.

The Mashpee Selectboard hereby issues the following regulations for shellfishing in the Town of Mashpee as authorized by Massachusetts General Laws, Chapter 130, and Section 52. These regulations are effective as of _____ and remain in effect until further notice. These regulations supersede all previous regulations, which are hereby rescinded.

Nothing set forth in this chapter or regulations shall be construed to waive any ancient and aboriginal rights of the Tribe to water and land, access to water or to hunt, fish, forage or gather for sustenance as recognized by courts of competent jurisdiction.

Adoption of regulations; posting of changes.

- A. These regulations are made by the Selectboard of the Town of Mashpee, under the authority of General Laws, Chapter 130, and the Town of Mashpee By-Laws. These regulations shall supersede and replace any former shellfish regulations and shall continue in force until rescinded or replaced by the Selectboard, or until the Selectboard's authority to make and enforce such shellfish regulations has been repealed.
- B. These regulations are subject to change from time to time and said changes will be posted at the Town Clerk's Office bulletin board, the Shellfish Division Offices, and the Natural Resources website.
- C. All persons shall read, or listen to a reading of, and understand the Mashpee Shellfish Regulations before shellfishing in the Town.

Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ANNUAL REPORT - A report that must be submitted to the Town every year before February 28th, which includes the total number of each kind of shellfish planted, produced or marketed during the preceding year upon or from a licensed aquaculture area, and an estimate of the total number of each kind of shellfish at the time of such report, planted or growing thereon (MGL Chapter 130; Section 65).

APPRENTICE COMMERCIAL SHELLFISHING PERMIT — Granted under the authority of the Shellfish Warden to a resident child under the age of 16 for the purpose of assisting a sponsor Town of Mashpee commercial shellfish permit holder.

AQUACULTURE LICENSE- An authorization, granted by a vote of the Selectboard, to utilize a specific tract of land under coastal waters: (1) to plant and grow shellfish using in-bottom or off-bottom culture; (2) to place shellfish in or under protective devices affixed directly to the tidal flats or land under Mashpee's coastal waters out to three miles from the Town coastline, such as boxes, pens, trays, bags or nets; (3) to harvest and take legal shellfish; (4) to plant cultch for the purpose of catching shellfish seed; and (5) to grow shellfish by means of racks, rafts or floats (MGL Chapter 130; Section 57).

BATCH — All shellfish in each separate container.

BLOOD ARK CLAM AND PONDEROUS ARK CLAM - Bivalves of the species *Anadara ovalis* and *Noetia ponderosa* are some of the few marine mollusks having red blood, due to the presence of hemoglobin. Their shells grow to a length of approximately two or three inches and are fairly thick and sturdy. Each of the two valves has approximately 35 radiating ribs. The complete bivalve, when viewed from the end, is heart-shaped.

BUSHEL — Except as otherwise noted, the quantity contained in a tote basket measuring 2,746 cubic inches in volume. Shellfish shall be level with the top of said tote basket.

JERK RAKE (BULLRAKE)- A T-handled hand-held and hauled implement used for the harvesting of shellfish. It shall be 12 inches or wider and have a fixed basket and teeth.

CALENDAR WEEK — Seven full days beginning on any Sunday and ending on the following Saturday.

CHANNEL- The area marked by U.S. Coast Guard navigation buoys or Town PATON's indicating a navigable way of passage.

COMMERCIAL FISHERMAN — Any person who sells or offers for sale, shellfish, sea worms or eels, for cash or other consideration.

COMMERCIAL SHELLFISH PERMIT— Granted under the authority of the Selectboard, for the taking of shellfish for sale or other consideration.

COMMONWEALTH OF MASSACHUSETTS COMMERCIAL SHELLFISHING PERMIT — A permit issued by the Division of Marine Fisheries and defined in General Laws, Chapter 130, § 80.

CONCH — Those species of whelk known as *Busycon carica* (knobbed whelk) and *Busycotypus canaliculatus* (channeled whelk).

CMR - Code of Massachusetts Regulations.

CULL — To sort and measure shellfish; separate seed from adult stock and replant seed.

DOMICILE — That place where (a person) has his true, fixed and permanent home and principal residential establishment, and to which whenever he is absent he has the intention of returning

FAMILY — All those persons of the immediate family (spouse or partner and any unmarried children and grandchildren under the age of 18) domiciled and living under the same roof.

HARVEST — To catch, dig, take or attempt to catch, or take any fish, shellfish or bait.

HINGE WIDTH — The distance between the convex apex of the right shell and the convex apex of the left shell.

HYDRAULIC METHOD — The taking or attempt to take shellfish by means of water pressure pumped through a single pipe (wand), manifold or other device approved by the Shellfish Division, said pressure being supplied by a mechanical pump. The hydraulic method includes the raking or collection of shellfish dislodged from the bottom via said water pressure.

LAND or LANDING — To transfer the catch of fish or shellfish from any vessel to any other vessel or from the waters, flats or any vessel onto any land, pier, wharf, dock or other artificial structure.

MASTER PERMIT — A permit allowing the commercial harvest of scallops, clams, mussels and eels from contaminated areas for relay or depuration granted by the State.

PECK — The quantity contained in a standard metal wire peck basket, level with the top of said peck basket. Said quantity shall not exceed 10 quarts (672 cubic inches) dry measure. The said peck basket shall be the only authorized container allowed to recreationally harvest and contain shellfish unless another container is authorized by the Shellfish Warden.

RECREATIONAL PERMIT — A permit granted under the authority of the Selectboard for the taking of shellfish for noncommercial domestic use only.

RESIDENT — Resident real estate taxpayers, year-round tenants, non-seasonal tenants (with tenancies of six months or more of the calendar year) of residential dwellings located within the Town of Mashpee.

PROOF OF RESIDENCY — Current real estate tax bill, non-seasonal lease or, valid Massachusetts operator's license, or any other ID issued by the Massachusetts Registry of Motor Vehicles, in combination with Massachusetts motor vehicle registration, both listing a residential dwelling within the Town of Mashpee. The address of a post office box is not acceptable as proof of residency.

SEED CLAM — Soft shell clams measuring less than two inches in the longest diameter.

SEED OYSTER — Oyster measuring less than three inches in the longest diameter.

SEED BAY SCALLOP — Bay scallops which do not have a well-defined raised annual growth line on the shell.

SEED QUAHOG — Quahog measuring less than one inch shell thickness (hinge width).

SHELLFISH — Includes, but not limited to, clams, quahogs, mussels, oysters, scallops, razor clams or razor fish, sea clams, sea scallops, sea quahogs, conchs and whelks.

145.1 Purpose of Regulations

The purpose of these regulations is to foster, protect and preserve Mashpee's shellfish resources and habitats, to maintain and improve conditions permitting sustainable, productive shellfishing and aquaculture, to ensure equitable use of the resource for all persons legally engaged in these activities, and to provide appropriate protection for the reasonable and legitimate interests of all others affected by shellfishing. To that end, these regulations supplement and are consistent with the requirements of the Commonwealth of Massachusetts, including Massachusetts General Law Chapter 130, Title 322 Code of Massachusetts Regulations, applicable orders and directives issued by the Commonwealth of Massachusetts Division of Marine Fisheries, and the current Best Management Practices for the Shellfish Culture Industry in Southeastern Massachusetts, developed by SEMAC (Southeastern Massachusetts Aquaculture Center).

Nothing set forth in this chapter or regulations shall be construed to waive any ancient and aboriginal rights of the Tribe to water and land, access to water or to hunt, fish, forage or gather for sustenance as recognized by courts of competent jurisdiction.

General Provisions

145.2.1 Poaching

Any unauthorized person who poaches or otherwise disturbs any shellfish in any amount or in any location shall be subject to criminal penalties and potential civil penalties (See MGL Chapter 130, §§ 9, 15A, 17D, 24, 27, 66.)

145.2.2 Daily Time Limits

No person shall harvest, pick, dig, pile, take or carry away any shellfish from the waters of the Town, by any method between one half (1/2) hour after sunset and one half (1/2) hour before sunrise. (MGL Chapter 130; Section 68)

145.2.3 No Same Day Landings in Excess of Daily Limit

No person shall come ashore with shellfish and return to the waters of the Town on the same day for the purpose of taking additional shellfish in excess of the daily permit limit.

145.2.4 Disturbance of Grant by Other than Licensee

No one may in any way disturb the growth or arrangement of shellfish on a licensed area, or work a dredge, or use any other implements to harvest shellfish, or discharge any substance which may directly injure the shellfish upon a licensed area, or willfully damage, remove or tie up to any of a grant's designating boundary markers, without the express consent of the licensee. No one, while upon or sailing over any such licensed acreage may have overboard any implement for the taking of shellfish, under any pretense or purpose whatever, without the expressed consent of the licensee. (See MGL Chapter 130; Section 66 and Section 67)

145.2.5 Inspection on Demand

All persons harvesting, carrying away or otherwise having in their possession shellfish or marine organisms of any kind, in a boat, container or vehicle shall exhibit all such shellfish for inspection on demand by any Shellfish Officers, Natural Resource Officers or any other duly authorized agents.

145.2.6 Areas Restricted to Use by Permit Class

No holder of a commercial permit shall take shellfish from an area reserved for the holders of noncommercial permits and vice-versa.

145.3 **Recreational Shellfishery**

145.3.1 **Classes of recreational shellfishing permits, licensing requirements and conditions**

Licenses shall be subject to fees that could change annually.

- A. Resident recreational permits: Those who pay real estate taxes or are Residents, as defined herein, of the Town of Mashpee are entitled to a Town of Mashpee recreational shellfishing permit. This permit also allows the taking of sea worms, and eels for noncommercial purposes.
 - 1. Family recreational permit: issued on the basis of one per Resident over the age of 18 with a max of two per Family, as defined herein.
 - 2. Nonresident recreational permit: issued to an individual, regardless of residency. The same conditions as Resident recreational permits apply, with the exception of the requirement of Town of Mashpee residency.
 - 3. Senior recreational permit: issued to an individual who has attained the age of 65 and is a legal Resident of, or pays real estate taxes to, the Town of Mashpee; two permits per Family, as defined herein.
 - 4. Veteran recreational permit: issued to a resident of the Commonwealth of Massachusetts who is a veteran, as defined by MGL c. 4, § 7, cl. 43rd, as amended by the Acts of 2005, Chapter 130. The same conditions as Resident recreational permits apply, with the exception of the requirement of Town of Mashpee residency.

145.3.2 Permit conditions

- A. Permit expiration date: Recreational permits expire on March 31st, each year, except as otherwise noted.
- B. Unlawful harvest without a recreational permit: No person shall take or attempt to take shellfish or sea worms within the Town of Mashpee unless he or she is in possession of a valid Town of Mashpee shellfish permit or is otherwise legally entitled to engage in such activity, including Native Americans with valid tribal identification cards who assert aboriginal rights to harvest for sustenance purposes.
- C. Prohibition of sale of shellfish: No person shall sell or offer for sale, for money or other consideration, any shellfish, sea worms, herring or eels, taken under a recreational permit.
- D. Transfer of permit: The Town of Mashpee shellfish permit is not transferable. An illegally transferred permit shall be considered invalid and revoked.
- E. Child under 12: No person (child) under the age of 12 years shall be allowed to use the recreational permit unless accompanied by an adult with a valid shellfish permit.
- F. Guests of a recreational permit holder: A recreational permit holder may take guests to dig with them as long as only one weekly limit is taken. One limit per permit is allowed. The permit holder must be present and is responsible for any violations against the shellfish rules and regulations by the guest(s).
- G. The Town of Mashpee shellfish permit shall be visibly displayed to the Shellfish Warden, Deputy Shellfish Warden or Natural Resource Officer upon request.
- H. Landing restriction: All shellfish harvested under a recreational permit shall be landed in the Town of Mashpee.

145.3.3 Harvest time restrictions

- A. Harvest days. Shellfish taken under a recreational permit may be harvested on any day of the week. The shellfishing calendar week consists of seven full days beginning on any Sunday and ending on the following Saturday.
- B. Other harvest day restrictions.
 - (1) Scallops. (See scallop regulations.)
 - (2) Oysters. Season dates will be posted annually at Mashpee Neck Landing and the Shellfish Division Website.
- C. Harvest hours. No person shall take or attempt to take shellfish or sea worms during the nighttime hours, between sunset and sunrise.

145.3.4 Harvest limits

- A. With the exception of scallops, the total amount of shellfish taken on a recreational permit in any one week shall not exceed one peck. The recreational weekly limit for the following species of shellfish, worms and eels, in season, shall be:
 - 1. Soft shell clams: one level peck, as defined.
 - 2. Quahogs: one level peck, as defined.
 - 3. Mussels: one level peck, as defined.

4. Sea scallops: one level bushel, as defined.
5. Sea clams: one level bushel, as defined.
6. Oysters: limits will be posted annually.
7. Razor clams: one level peck, as defined.
8. Jackknife clams: one level peck, as defined.
9. Sea worms: not more than 100.
10. Eels: 5 per day.

- B. Authorized recreational shellfish container: All shellfish harvested under a recreational shellfishing permit shall be harvested and contained in a standard metal wire peck basket as defined. No other containers are allowed unless approved by the Shellfish Warden or a Deputy Shellfish Warden.

145.3.4 Minimum size limits

- A. Shellfish shall be culled and all seed returned to the waters and flats immediately. Persons shall not take or have in their possession (in basket, bucket, bag or other container):

1. Soft shell clams less than two inches in longest diameter
2. Quahogs less than one inch shell thickness (hinge width)
3. Bay scallops without a well-defined raised annual growth ring
4. Blue or Ribbed mussels less than two inches in longest diameter
5. Sea scallops less than 3 1/2 inches in diameter from the hinge to the outer edge to the amount of more than 10% of the entire lot. This tolerance of 10% shall be determined by numerical count taken at random of not less than one peck nor more than four pecks of the entire lot.
6. Sea clams less than five inches in longest diameter
7. Oysters less than three inches in longest
8. Eels or elvers less than nine inches in total length.
9. Blue Crabs less than 5 inches Spine to Spine

145.3.5 Gear restrictions and regulations

1. Clams and razor clams may be taken with a standard clam hoe (rake) or hand plunger. No shovels, forks or other devices or materials shall be used, unless approved by the Shellfish Division.
2. Quahogs and oysters may be taken by hand, rakes, tongs, and dipnet. A bullrake or jerk rake may only be used in the Commercial Fishery. No other device may be used, unless approved by Shellfish Division.
3. Eels and elvers may be taken by pots, spears or angling. A recreational shellfish permit must be in possession; the limit for recreational permit holders is 10 pots; all pots and buoys are to be marked with the permit holder's name, and buoys must be painted bright green.

4. Skin or scuba diving. All people's skin or scuba diving for shellfish shall display the diver-down flag and, upon request, produce a Town of Mashpee shellfish permit.

145.3.6 Shellfishery conservation and management

1. Temperature restriction. Dry digging for soft shell clams and quahogs is prohibited when the air temperature is 28° F. or below.
2. Backfilling of dig holes. All dig sites shall be backfilled when dry digging all shellfish.
3. Mainland thatch conservation. The digging of shellfish in the thatch (grass) on the mainland shore is prohibited. Shucking restriction. All shellfish harvested shall be brought ashore in the shell.
4. Wet storage prohibition. The wet storage of shellfish in the Town of Mashpee waters is prohibited. The fine for violation of this section is \$200.
5. Transport of seed restriction. No person shall transport or move seed clams, quahogs, oysters or scallops.
6. Area closures. No person shall take or attempt to take shellfish from a closed area. Shellfishing for any purpose is prohibited in these areas. (See also shellfish area status.) Areas may be posted closed from time to time by the Shellfish Division due to high concentrations of seed, point source pollution or health hazard, propagation projects or other purpose. The taking of shellfish from these areas is prohibited. Also, the taking of shellfish from any shellfish culturing gear or tampering with said gear deployed by public and/or private entities on approved designated areas is prohibited. Said approved designated areas shall be considered closed areas.
7. Inspections. All shellfish, eels, lobsters, crab and sea worms harvested in the Town of Mashpee are subject to inspection. Failure to display shellfish upon demand of enforcement personnel shall be a violation.
8. Destruction of shellfish or shellfish habitat. The willful destruction of shellfish and/ or shellfish habitat is prohibited and shall be punishable by a fine up to \$300 per incident, and \$300 per day for any such destruction which continues over more than a twenty-four-hour period of time.

145.3.7 Recreational scallop regulations

1. Closed season. The harvest of scallops shall be closed (prohibited) effective April 1 annually, MGL C. 130, § 71. Open season will be posted annually.
2. Recreational harvest limit. One peck per week may be harvested.
3. Minimum size limit. Only scallops with a well-defined raised annual growth ring may be taken; all other scallops will be considered seed scallops and must be returned to the water immediately, with one exception provided in 322 CMR 6.11. This exception states bay scallops that have a well-defined raised annual growth line located less than 10 millimeters (mm) from the hinge of the shell shall be lawful to harvest and possess if the shell height is at least 63.5 millimeters or 2.5 inches. It shall not be unlawful to have in possession seed scallops unavoidably left in the catch after it has been culled.

4. Gear restriction. Scallops may be taken by hand, rake, dip net and dragging in all areas that are not closed to dragging. In such areas closed to dragging, they may be taken by hand, dip net, rakes and diving. No other devices may be used.

145.3.8 Regulations pertaining to other species

145.3.8 Herring and alewife rules and regulations

1. It shall be unlawful hereunder for any person to harvest, possess or sell river herring in the Town of Mashpee or in waters under the jurisdiction of the Commonwealth of Massachusetts unless said person is otherwise legally entitled to engage in such activity, including Native Americans with valid tribal identification cards who assert aboriginal rights to take river herring for sustenance purposes.
2. Conservation. Throwing objects into the water and/or malicious destruction of the herring and alewives is prohibited.
3. Unauthorized alteration of herring runs. No person shall tamper with, adjust or destroy any structure provided for the passage of herring and alewives unless authorized by the Herring Warden.
4. The penalty for violation of any of these regulations shall be \$100. Possession of river herring shall carry the penalty of \$50 per fish, each fish constituting a separate offense.

145.3.8.2 Edible Crab regulation

- A. **Blue crab:** 5 in shell width (spine to spine) Egg-bearers cannot be taken. Limit of 25 crabs/day. No permit required unless using traps or SCUBA. Closed season on harvest is January 01–April 30, inclusive. Closed season on trap gear is November 1 - May 15, inclusive.
*** Prohibition:** Using traps to fish for blue crabs and retaining blue crabs taken by trap gear is prohibited. Only actively fished gear may be fished for blue crabs. This includes trot lines, dip nets, and collapsible traps.
- B. **Other edible crabs:** 50 crabs total per day (including up to 25 blue)—other regulations are the same as for blue crab. Closed season on harvest is January 01–April 30, inclusive. Closed season on trap gear is November 1 - May 15, inclusive.
- C. **Invasive crabs:** In order to harvest green crabs, you must obtain a Letter of Authorization (LOA) from the Division of Marine Fishery's. Closed season on harvest is January 01–April 30, inclusive. Closed season on trap gear is November 1 - May 15, inclusive.

For recreational rules and regulations pertaining to other species including conch, whelk, ocean quahog, sea scallop, lobster, crabs and sea urchins, refer to Massachusetts General Laws Chapter 130 and Title 322 Code of Massachusetts Regulations. All laws within Ch. 130 and CMR 322 pertaining to salt water fisheries are hereby incorporated by reference into these Regulations.

145.4 Commercial Shellfishing

145.4.1 Classes of permits and permit conditions

1. Town of Mashpee commercial shellfishing permits are granted under the authority of the Selectboard for the taking of shellfish for sale or other consideration, issued to persons, other than aliens, having attained their 16th birthday and who are domiciled in the Town of Mashpee. When the holder of a Town of Mashpee commercial shellfish permit is no longer domiciled in the Town of Mashpee, said Town of Mashpee commercial shellfish permit shall be void.
 - a. Limitation of available licenses. Commercial shellfishing licenses shall be issued each year only to commercial shellfish license holders of the preceding year who apply for license renewal. Commercial shellfish license renewals must be applied for between January 1 and January 31.
 - b. Commonwealth of Massachusetts commercial shellfishing permit.

This permit is required by Massachusetts General Law to dig or take shellfish within the Commonwealth of Massachusetts for commercial purposes and required prior to issuance of the Town of Mashpee commercial shellfish permit.
 - c. Town of Mashpee commercial shellfishing permit fee: \$125
 - d. Commercial shellfishing permits expire on March 31 each year.
 - e. Unlawful harvest without a commercial shellfishing permit. No person shall take or attempt to take shellfish for sale or other commercial purpose, unless said person is the holder of a valid Town of Mashpee commercial shellfish permit. It shall be prima facie evidence that persons shellfishing on a Town of Mashpee commercial shellfish permit are utilizing said permit for commercial purposes, and are subject to all regulations governing such use. This shall not apply to holders while on their licensed site.
 - f. Catch report. A catch report for the calendar year shall be submitted to the Shellfish Division, on forms provided, no later than January 15 annually. Failure to submit a catch report will result in a fine of no more than \$300, as per the determination of the Shellfish Division, and may result in a suspension of the Town of Mashpee commercial shellfish permit for one year, commencing the next commercial permit year (April 1 to March 31).

145.4.2 Commercial shellfishing permit application procedure

1. Each applicant for a Town of Mashpee commercial shellfish permit shall fill out and submit an application form, provided by the Town Clerk's Office, with an application fee of \$5; said application fee is not refundable but will be applied to the permit fee when said permit is picked up. Attached to the application shall be a copy of:

- a. Commonwealth of Massachusetts commercial shellfish permit, valid for the year being applied for.
 - b. Documentation to verify the applicant is domiciled in the Town of Mashpee. This may be current real estate tax, mortgage or lease and copy of motor vehicle registration. (A driver's license is not proof of domicile.) The burden of proof is on the applicant.
 - c. Validated catch report stub from the year previous to the year being applied for.
2. Application window. Each applicant for a Town of Mashpee commercial permit must apply for said permit between January 1 and January 31 annually. Applications will not be accepted after January 31 without written request to the Shellfish Division that establishes significant personal hardship that precluded a timely application. After paying the initial application fee of \$5 for the commercial permit, the applicant must pick up and tender the balance of the permit fee within 90 days after the application deadline.
3. Address change. Should any commercial permit holders address change during the commercial permit year, he/she must notify the Shellfish Division Office, in writing, of said address change.

145.4.3 General commercial shellfishing

1. No person shall take or attempt to take shellfish or sea worms during the nighttime hours, between sunset and 1/2 hour before sunrise.
2. Tagging shellfish and display of shellfish permit.
 - a. The regulations for tagging shellfish set forth in 322 CMR 16.03 are hereby incorporated and made a part hereof.
3. All shellfish, commercial permits and licenses shall be displayed for inspection upon demand of a Shellfish Warden, Deputy Shellfish Warden, or Town of Mashpee Natural Resource Officers.
4. No person shall possess shellfish in excess of daily commercial limit while in or on the waters of the Town of Mashpee or while landing their catch.
5. After the completion of harvest, all shellfish harvested in the Town of Mashpee under a commercial permit shall be landed at a Town landing. The word "landed" as used herein shall mean the location where shellfish are removed from the shoreline to any point of land above the mean high-water line.
6. A commercial shellfish permit holder shall not take in any one day shellfish in excess of the commercial quantity allowed by statute or regulation, regardless of the fact that he or a member of his Family may hold a Family shellfish permit.
7. The wet storage of shellfish in Town of Mashpee waters is prohibited. The fine for wet storage is \$200.

8. All persons engaged in skin- or scuba-diving for the commercial harvest of shellfish shall display the diver-down flag and, upon request, and produce a Town of Mashpee commercial shellfish permit.
9. Hydraulic method or hand plunger shall be used to harvest subtidal soft-shell clams, jackknife clams and common razor clams. The harvest of other species of shellfish utilizing the hydraulic method is prohibited.

145.5 Commercial Soft-Shell Clam Shellfishing

145.5.1 Other applicable regulations; minimum size limit; harvest limit

1. All commercial shellfishing permit conditions, general commercial shellfishing rules and regulations, and shellfishery conservation and management regulations apply. In addition, the following conditions, rules, and regulations apply.
2. Minimum size limit. Shellfish shall be culled and all seed returned to the waters and flats immediately. Persons shall not take or have in their possession (in basket, bucket, bag or other container) soft-shell clams less than two inches in longest diameter to the amount of more than 5% of any batch.
3. Commercial soft-shell clam harvest limit. The total daily limit of soft-shell clams commercial harvest shall not exceed three level tote baskets, as defined.
4. Gear restriction. Pumps shall not exceed eight horsepower and shall be equipped with proper muffler and exhaust system. Pumps shall be mounted low in the boat to limit noise.

145.6 Commercial Quahog Shellfishing

145.6.1 Other applicable regulations

1. All commercial shellfishing permit conditions, general commercial shellfishing rules and regulations and shellfishery conservation and management regulations apply. In addition the following conditions, rules and regulations apply:
 - a Littleneck: greater than or equal to one-inch hinge width; less than 2 1/2 inches in longest diameter.
 - b Cherrystone: greater than or equal to 2 1/2 inches; less than three inches in longest diameter.
 - c Chowder: greater than or equal to three inches in longest diameter.
2. Shellfish shall be culled and all seed returned to the waters and flats immediately. Persons shall not take or have in their possession (in basket, bucket, bag or other container) quahogs less than one inch shell thickness (hinge width) to the amount of more than 5% of any batch.

3. Quahogs may be commercially harvested by hand, rakes, tongs, dipnet and bullrake. No other device may be used, unless approved by the Shellfish Division
4. All helpers actively assisting a commercially licensed shellfisherman harvesting quahogs are not required to hold a valid Massachusetts commercial shellfish and sea worms permit. Said helper shall be allowed to cull and sort the quahog catch and return seed to the water. Said helper shall not be allowed to harvest quahogs. All helpers must present their valid Massachusetts commercial shellfish and sea worms permit, in person, to the Shellfish Division office prior to initially assisting a commercially licensed shellfisherman.
5. The total daily limit of littleneck, cherrystone or mixed (littleneck/cherrystone) shall not exceed three level tote baskets, as defined. The total daily limit of all quahogs (i.e., littlenecks, cherrystones and chowders) shall not exceed five level tote baskets in any combination. Chowder quahogs shall be culled and bagged separately from littlenecks and cherrystones prior to landing, if the total catch exceeds three tote baskets.

145.7 Commercial Scallop Shellfishing

145.7.1 Other applicable regulations

1. All commercial shellfishing permit conditions, general commercial shellfishing rules and regulations, and shellfishery conservation and management regulations apply. In addition, the following conditions, rules and regulations apply.
2. Scallops may be commercially harvested daily, Saturday thru Sunday.
3. The harvest of scallops shall be prohibited from April 1 through October 1 annually per MGL C. 130, § 71. Open season will be posted annually.
4. Harvest limits will be posted annually at the Town Clerk's Office, the Town of Mashpee Natural Resources website, and at Town owned bulletin boards at Town landings.
5. Only scallops with a well-defined raised annual growth ring may be taken; all other scallops will be considered seed scallops and must be returned to the water immediately. However, it shall not be unlawful to have in possession seed scallops unavoidably left in the catch after it has been culled to the amount of not more than 5% of the total catch remaining.
6. Scallops may be taken by hand, rake, dip net and dragging in all areas that are not closed to dragging. In such areas closed to dragging, they may be taken by hand, dip net, rakes and diving. No other devices may be used.
7. No drags or dredges shall exceed 32 inches in width.
8. No dragging shall be permitted in any of the Town of Mashpee's embayments or saltwater rivers or ponds. Dragging is only permitted in Nantucket Sound.
9. All helpers actively helping a commercially licensed shell fisherman, harvesting scallops, shall be required to hold a valid Massachusetts commercial shellfish and sea worms permit. However, no such permit is required to operate the boat. All helpers must present their valid Massachusetts commercial shellfish and sea worms permit, in person, to the Shellfish Division Office prior to initially helping a commercially licensed shell fisherman.
10. There shall be not more than two harvest limits allowed per boat for commercial permit
11. It shall be unlawful for the holder of any type of permit to sell or offer for sale, or transfer their catch, unless landed ashore.

145.8 Commercial Shellfishing and Fishing Regulations for Other Species

145.8.1 Applicability of other regulations

All commercial shellfishing permit conditions, general commercial shellfishing rules and regulations, and shellfishery conservation and management regulations (M.G.L. Ch. 130 and CMR 322) apply for each species. In addition, the following conditions, rules, and regulations apply for the individual species as listed.

145.8.2 Commercial jackknife clam and common razor clam shellfishing

Commercial jackknife clam (*Tagelus plebeius*) and common razor clam (*Ensis directus*) harvest limit. The total commercially harvested daily limit of either species shall not exceed one level tote basket, whether harvested in the areas open for commercial harvest

145.8.3 Commercial oyster shellfishing

The commercial harvest of oysters is prohibited in the Town of Mashpee, except for licensed Aquaculturists on their licensed sites.

145.8.4 Commercial elver and eel fishing

1. It is unlawful for a person to take or possess elvers or eels of a size less than nine inches in total length.
2. No person shall take or attempt to take eels for the purpose of sale or any commercial purpose unless he or she is the holder of a Town of Mashpee commercial permit endorsed for eels.
3. No person shall take or attempt to take eels, *Anquilla rostrates*, by any contrivance other than by pots, spears or angling. The use of eel pots with a wire mesh size smaller than 1/2 inch by 1/2 inch is prohibited.
4. All buoys will be painted the Town eel fishery color, bright red, the Town Shellfish permit number shall be displayed on all buoys. A colored stripe may be added for identification.
5. Pots shall not be set in navigable marked channels. No person shall fish in excess of 2 pots.
6. Freshwater eeling. Commercial eeling in freshwater is allowed by special state permit. A valid Massachusetts fishing license is also required

145.9 Shellfish Area Status

Periodically updated shellfish area maps and shellfish area openings and closures are available online at: Town of Mashpee Natural Resources: Shellfish Division page

Shellfish maps displayed on this web site are to illustrate written geographical definitions of shellfish areas, as defined by the Massachusetts Division of Marine Fisheries and the Town of Mashpee Shellfish Division. In the field, signposts, buoys and landmarks are used to assist in the demarcation of written geographical definitions of shellfish areas. Check with the Shellfish Division Hotline (508) 539-1400 ext. 8592 to verify shellfish area closures. The harvest of shellfish is prohibited in those areas posted by the Shellfish Division, regardless of the fact that weather or man may from time to time remove signage. If an area has been posted and signage is missing, notify the Shellfish Division.

145.10 Aquaculture License Regulations

145.10.1 Proof of residency required

Aquaculture licenses, herein referred to as the "license," will be issued only to Town of Mashpee residents who prove to the satisfaction of the Selectboard, as licensing authority, that they are a bona fide, principally domiciled Resident of the Town of Mashpee and have been principally domiciled within the Town for at least 12 consecutive months prior to the date of application. Two forms of written proof of residency are required; tax bills paid by the applicant, rent receipts with accompanying lease agreement, utility bills paid by the applicant, driver's license, car registration issued to the applicant, etc., may serve as proof. All local tax obligations must be paid in full in order for an application to be considered in accordance with MGL c. 40, § 57. The license for any area licensed subsequent to the adoption of these rules and regulations shall be forfeited if the holder of the license, herein referred to as the "licensee," ceases to be a bona fide, principally domiciled Resident of the Town of Mashpee. Annual documentation to verify the licensee is principally domiciled in the Town of Mashpee is required. This may be a current real estate tax bill, mortgage statement or residential lease and copy of motor vehicle registration. (A driver's license is not valid proof of domicile.) The burden of proof is on the licensee and shall be included with the annual license fee, due by February 28th each year.

145.10.2 Moratorium on issuances of new licenses

The Selectboard may, in its discretion, issue a moratorium on the issuance of new licenses at any time when such action is deemed appropriate and in the best interests of the Town's shellfisheries.

145.10.3 Compliance with all laws required; approval of license

The approval of any aquaculture license shall be subject to all federal, state and local laws, rules and regulations, as in force and as may be amended from time to time. The licensee shall comply with all such rules and regulations pertaining to the operation of an aquaculture license in the state of Massachusetts. Failure to comply with any of the aforementioned laws, rules and regulations shall be cause to revoke the license.

145.10.4 Exclusivity of license; subleasing prohibited; transfer of license

Licenses are issued to and for the exclusive use of the licensee, who may contract with or employ others to work for the licensee. Subleasing of the licensed area or portion thereof is prohibited. Licenses are renewable, heritable, and transferable, subject to the Selectboard's written approval and pursuant to applicable provisions of Massachusetts General Law Chapter 130. Licenses are transferable only after five years from the original license issuance date, subject to review by the Shellfish Division for reporting requirements and production standards and pursuant to Massachusetts General Law Chapter 130. A licensee proposing to transfer his or her license shall first notify the Shellfish Warden in writing that he/she no longer wishes to operate the license and requests a transfer of his/her licensed area to a designated recipient. Such recipient shall thereupon file an application. Thereafter, the application shall be treated, insofar as apt, as a new application. If, however, the licensee is under any pending investigations or violations, the license may not be transferred.

145.10.5 Changes to original plans

All proposed changes to the original working plans as described in the original application, and all additions of material investments, which may include, but are not limited to, rafts, floats, racks, cages, trays, nets, etc., must be submitted in writing to the Shellfish Division and if in the discretion of the Shellfish Division changes are such that further review is warranted then the Shellfish Division may recommend to the Conservation Commission if applicable that further review of the proposed change take place and the Shellfish Warden, upon review of the proposed change may approve or deny said proposed change.

145.10.6 New license period; renewal

A new license shall be issued for a period not to exceed five years, and for a total maximum area not to exceed two acres. The licensee may apply for renewal of the license at any time within two years prior to the expiration date of the license. The Selectboard shall review, approve, or deny the licensee's request for renewal within 60 days after receipt of the renewal request.

145.10.7 Acreage limitation

The maximum total acreage licensed to any licensee shall not exceed two acres. This acreage limitation does not apply to any existing so-called grant (now referred to as a "license") which is in excess of two acres and will not prevent the grant holder (now referred to as the "licensee") from future renewals, provided that said licensee abides by all other applicable regulations set forth herewith.

145.10.8 License fee

An annual license fee of \$25 per acre, or any part thereof, shall be paid to the Town by the licensee upon the issuance of the license and, thereafter, on or before February 28th of each year. If the fee is not paid within 30 days after it becomes due, the license shall be forfeited. A full production report is required to be submitted to the Shellfish Division for approval prior to the yearly renewal.

145.10.9 Reasonable production value

An annual review of each license will be conducted by the Shellfish Division in order to determine reasonable production value. If, after the third year of a new license, any licensee cannot show that a reasonable amount of shellfish product has been produced on the license during the preceding year, the license shall be forfeited. For purposes stated herein, "reasonable amount of shellfish product" shall mean not less than \$5,000 per acre per year based upon market value. This amount is subject to change with inflation rates. Failure of the licensed shellfish product to meet such a value shall result in a forfeit of the shellfish aquaculture license and licensed area. If, for any year, the licensee does not meet the reasonable production value, then upon written request to the Shellfish Warden, said reasonable production value may be waived at the discretion of the Shellfish Warden for that particular year, provided that the licensee can demonstrate to the Shellfish Warden that the cause of the lower amount produced is the direct result of a natural disaster or other unforeseen personal misfortune.

145.10.10 Filing of annual reports

Licensees shall file annual reports with The Shellfish Division in accordance with the form provided on or before February 28 of each year and shall produce documents upon the request of the Shellfish Division showing purchase and sale slips stating the total amount of each kind of shellfish planted, produced, or marketed during the preceding year (January 1 through December 31) upon or from the licensed area, and an estimate of the total number of each kind remaining. The report shall disclose all necessary information as required by these regulations which establishes that the licensee reached the reasonable production value. A new license holder is required to submit purchase and sale slips for the source(s) of seed planted on his/her licensed site and/or gear purchased for his/her licensed site for the first three years of his/her original license.

145.10.11 Transplanting seed stock from public fisheries prohibited

No person shall transplant seed, seed stock or stock from the public fisheries within the Town for purposes of stocking licensed aquaculture land with such seed or stock. Noncompliance with this regulation shall subject the licensee to a fine hereunder.

145.10.12 Marking boundaries of licensed areas

1. Licensees shall use yellow buoys not less than 15.5 inches in shortest diameter to mark only the most external changes of angles on shellfish aquaculture sites. The buoys shall bear the state propagation permit number issued to the licensee and the words "Aquaculture Area." Said numbers and letters shall not be less than two inches in height. The minimum weight requirement for said buoys should be at least 75 lbs.
2. All other licensed area boundaries shall be marked at all corners and changes of angles by uniform yellow buoys, not less than 11.5 inches in shortest diameter, and bear the state propagation permit number issued to the licensee. Said numbers shall not be less than two inches in height. Where a licensed area borders another licensed area, a buoy may bear the state propagation permit number of more than one licensee. All said buoys shall be deployed from April 1 until November 15, annually.
3. Any proposed alternative marking of a licensed area must be submitted in writing to the Shellfish Division and if in the discretion of Natural Resources the changes are warranted, they may be approved in writing. The Harbormaster may direct licensees of licensed areas that border navigational channels to use specified buoys to mark their licensed area boundaries for navigational purposes.
4. Each licensee is responsible for maintaining the buoys marking their licensed area. Failure to place or reasonably to maintain said buoys shall be sufficient cause for revocation of the license. Said regulation is subject to fine schedule for noncompliance. The Shellfish Warden shall have the authority to temporarily waive these regulations if the presence of ice, severe weather or other condition hampers the ability of the licensee to immediately comply with these regulations.

145.10.13 Conditions for Use of Area Licensed for Aquaculture

The Selectboard may license specific areas beneath the waters of the Town to individuals for the purpose of granting exclusive rights to plant, grow and harvest shellfish from that area. Said license is subject to the provisions of MGL Chapter 130, the regulations and orders/ directives of the Division of Marine Fisheries, these Regulations and other applicable Town By-laws, as well as any specific conditions or restrictions set forth in the license by the Selectboard. A licensee shall have the right to the exclusive use of the lands and waters described in a license for the purposes of growing shellfish thereon. This license does not grant any property rights. Any use of this license for other than the planting, growing, and harvest of shellfish upon privately owned property may not proceed over the objection of the property owner. This license does not authorize any damage to private property or other violation of private rights. The issuance of this license is not a determination or transfer of title or ownership. The licensee acknowledges that it is his/her responsibility to obtain permission, if requested in writing, from a property owner before exercising any rights conferred by the license other than for the planting, growing and harvest of shellfish on that property. However, the licensee is on notice that the owners of the property described in the license may, notwithstanding applicable licensure provisions of General Law and these Regulations, bring an action for trespass in a court of competent jurisdiction. A licensee is further required to comply with other laws of the Commonwealth, including environmental laws and laws concerning interference with navigation.

145.10.14 Working of Grants by Non-Licensees

All individuals authorized by a licensed grant holder to work the grant in the absence of a licensed grant holder must be registered with the Shellfish Division. Licensees are responsible for the actions of all such employees or otherwise affiliated persons while they are working on the grant designated by their license.

145.10.15 Responsibility for gear and tackle

The license holder assumes all liability for all gear and tackle used on the licensed site. If any such gear and tackle is moved to a location off the licensed site, it shall be the responsibility of the licensee to remove said gear. If within 21 days after notification to the licensee by the Shellfish Division that the licensee has not complied with this requirement, the Town may cause such gear and tackle to be removed at the expense of the licensee. Every licensee shall permanently mark or tag, in a conspicuous place, any and all gear and tackle used on the licensed site, including without limitation trays, bags, racks, lines and pipes with the six-digit state propagation permit number issued to the licensee. Netting shall be marked or tagged in a conspicuous place, per every 200 square feet. Said regulation is subject to a fine schedule for noncompliance. The Shellfish Warden shall have the authority to temporarily waive these regulations if the presence of ice, severe weather or other condition hampers the ability of the licensee to immediately comply with these regulations.

145.10.16 Removal of gear upon termination of license

When a license is discontinued or terminated for any reason, the license holder shall be required to remove all gear from the waters and substrate within 60 days of the license termination date. Any and all equipment not removed within 60 days may be removed by a third party, contracted by the Town, at the expense of the licensee.

145.10.17 Harbor improvements; migration of navigational channels

No licensee shall hold the Town of Mashpee or the Commonwealth of Massachusetts liable for any damage to a licensed site as a result of harbor improvements. Any license bounded by a navigational channel, as defined by the Harbormaster, that has migrated by natural or man-made causes into or through a permitted shellfish license and has eroded a portion of the permitted land within the license to a navigational depth of at least three feet at mean low water, said channel shall become the natural boundary of the license and supersede any previous agreed boundaries of the license. The license holder shall sacrifice any and all rights of his/her license within this defined navigational channel. Should sediment migrate and settle, due in whole or in part to natural conditions, leaving an area along the channel with less than three feet of water at mean low tide and adjacent to a licensed site less than two acres in size, a licensee may apply in writing to redefine the boundaries of the license along the channel through the Shellfish Division. Final determination of whether or not a redefinition of boundaries is warranted will be decided by the Selectboard at a public hearing.

145.10.18 Inspection of containers; samples for disease testing

The Shellfish Warden and/or assistants shall have authority to inspect the licensed area at any time, and said inspection may include any and all containers on the site. In the event that the Shellfish Warden and/or assistants have reason to believe that inspection of the contents of any or all containers on the site is in the best interest of the town, the Shellfish Warden and/or assistant shall contact the licensee by telephone or by leaving a notice at the address of the licensee indicated on the license, however, advising the licensee that the Town intends to inspect the contents of containers on the license and further inviting the licensee to be present at the time of said inspection. In the event that the Shellfish Warden and/or assistant does not receive a response from the licensee within 48 hours of notification by phone or by written notice, the inspection of containers may be conducted without the presence of the licensee. The Town of Mashpee reserves the right at any time to obtain samples of any shellfish from a licensed area for the purpose of certified testing for disease.

145.10.19 Taking without consent from licensed site

Whoever takes or attempts to take shellfish of any description upon any shellfish grounds or beds covered by a license granted by the Town of Mashpee or Commonwealth of Massachusetts, or in any way disturbs the growth of shellfish thereon, or whoever discharges any substance which may directly or indirectly injure the shellfish upon any such grounds or beds, without the consent of the licensee or transferee shall be subject to fine for said violation as provided in the Fine Schedule herein.

145.10.20 Required Icing and Shading of Product

Annually, during the period of time that the DMF's *Vibrio* control plan is in effect, harvesters must comply with the State's regulations. (See 322 CMR 16.00 Shellfish Harvest and Handling.) With the first offense of this section, the harvester will lose his or her product. With any subsequent offense, the harvester shall lose his or her product and license and/or permit for one year.

145.10.21 Required Notification during Vibrio Season

In order to best safeguard public health and maintain sufficient logging during *Vibrio* season all harvesters must notify the Shellfish Division of any harvests or re-submergence activities prior them taking place. Notice should be given as soon as the harvester can reasonably assume that such activities will be taking place. Penalties for this section will be \$50 for the first offense, \$150 for a second offense and confiscation of product for a third violation within one *Vibrio* season.

145.10.22 Harvest Must Be Tagged

At the time of harvest, any commercial permit holder who has shellfish of any kind for sale, trade or other consideration, must legibly mark all containers of shellfish using legal tags. (CMR 322 sec 16.)

145.10.22 Annual Inspection of Each Grant

The Shellfish Division shall make no less than one visit per year to the site of each licensed area in the company of the license holder.

145.10.23 No Lethal Predator Control Measures

Unless specifically authorized by the Director, in consultation with the U.S. Fish and Wildlife Service and/or the National Marine Fisheries Service, it shall be unlawful to use lethal means to control or exclude predators or other organisms from any area used for aquaculture. Non-lethal enclosures, including, but not limited to, nets, fences, bubble curtains and noise may be used, if approved for a specific site and purpose. Invertebrate predators, pests and fouling organisms may be removed manually from an aquaculture site and disposed of in a lawful manner (See 322CMR 13.7.2).

145.10.24 No Taking of Horseshoe Crabs or Whelks/Conchs Without Permit

Being in possession of horseshoe crabs and whelks (conchs) for any reason requires a State permit. In this regulation, whelk/conch refers to either knobbed whelk (*Busyon carica*) or channeled (smooth) whelk (*Busycotypus canaliculatus*). (See CMR 322 6. 34: Horseshoe Crab Management and 322 CMR Section 6.21: Minimum Size for Conch.) As stated in in above section, neither species shall be intentionally killed while practicing predator control.

145.10.25 Marking of Gear

Every licensee shall clearly and permanently mark any and all trays, boxes, holding cars and all other aquaculture gear with the license number of the license area in a manner that is clearly visible.

145.10.26 Fines for Gear Violations

Following notice of a violation, either in person, via phone, or by written notice, the licensee has 7 days to comply. After the seventh day, a \$50 ticket shall be issued for each day of noncompliance. After 30 days of non-compliance, the licensee shall have his or her license revoked.

145.10.27 Exception to Hours of Operation

As required in Section 4.7, no license holder shall harvest, dig, pile, take or carry away any shellfish or shell during the period from one half (1/2) hour after sunset to one half (1/2) hour before sunrise by any method whatsoever. In the event of impending natural emergencies due to storms, ice or the like, and only after notifying the Shellfish Warden, a licensee may engage in securing stock and gear during this time period. Licensees must notify the Shellfish Warden in advance of their intention to empty seed trays and plant out seed at such times when the extreme tides needed to conduct such activities occur during this time period.

145.10.28 Extension of Acreage without Permission

No aquaculture license holder may willfully extend or cause to extend his or her grant boundaries, or allow cultivation, operation, propagation or products and equipment to exist beyond the duly recorded boundaries of his or her licensed area. The Shellfish Warden may cause a licensed area to be re-surveyed by a registered civil engineer at the cost of the license holder, in the event that the assigned boundaries of an aquaculture license are called into question. If a violation of this section is then established, the aquaculture license of the individual guilty of the infraction shall then be revoked.

145.10.29 Containers Holding Undersized Shellfish Must Be Tagged

All containers that hold market-bound, aquaculture-raised shellfish whose size is less than that allowed by the State when that species is harvested from the wild (petite oysters whose greatest length is between 2 1/2 and 3", quahogs whose hinge width is between 7/8" and 1", or surf clams whose shell diameter is between 1 1/2" and 5") must be tagged with the words "AQUACULTURE-RAISED" or "FARM RAISED".

145.10.30 Aquaculture Research and Development Projects

1. License for Aquaculture Research and Development

The Selectboard may issue a license to an individual or an institution (including a corporation) which proposes to conduct aquaculture research and development projects if environmentally appropriate, in the best interests of the Town, and beneficial to the aquaculture industry.

2. Initial Term of License

The initial term of a research and/or development license shall not exceed two (2) years. The license may then be renewed for a period of up to eight (8) years, for a total maximum of ten (10) years.

3. Plan of Project

The applicants shall provide a plan of the project including all aspects of the management and operations of the project to the Selectboard, the Shellfish Warden, Shellfish Commission, and the Division of Marine Fisheries.

4. Dissemination of Data and Results

All data and subsequent results and analyses of the project shall be made available to the Selectboard, the Shellfish Commission, the Shellfish Warden, and the Division of Marine Fisheries at predetermined times to be established in the license.

5. Excess Product Returns to Town

Products resulting from the exercise of this license, in excess of those required for the aquaculture research and development shall be turned over to the Town of Mashpee Shellfish Division for use in municipal propagation.

145.10.31 License review and/or revocation

Violation of these Regulations subjects the licensee to review and possible revocation of the license at the discretion of the Town of Mashpee Selectboard.

145.10.32 Severability

If any provision of these Regulations is declared invalid by any court or tribunal of competent jurisdiction, the remaining provisions of these Regulations shall remain in full force and effect and not be affected thereby.

145.11 Enforcement and Penalties

145.11.1 Enforcing persons

The foregoing regulations shall be enforced by the Shellfish Wardens, Deputy Shellfish Wardens, Natural Resources Officers, and for the purposes of herring enforcement only, Conservation Agents, hereinafter called "enforcing persons."

145.11.2 Violations and penalties

Enforcing persons may in their discretion, initiate criminal proceedings for any violation thereof. Alternatively, enforcing persons may utilize the method of noncriminal disposition established by Chapter 1, Article III of the Town of Mashpee By-Laws and M.G.L. Ch.40 Section 21D. The fine for violation of regulations not specifically listed in the fine schedule below shall be \$50.

145.11.3 Revocation or suspension of Town permit

The Town of Mashpee shellfish permit, recreational or commercial, may be revoked or suspended by the Selectboard for any violation of the Town shellfish regulations.

145.11.4 Missing signs

The harvest of shellfish is prohibited in those areas posted by the Shellfish Division, regardless of the fact that weather or man may from time to time remove signage memorializing the posting. If an area has been posted and signage is missing, notify the Shellfish Division.

145.11.5 Fine Schedule.

Violation	Fee (1st Offence)	Fee (Second Offence)
Shellfishing Without a Permit	\$100.00	\$200.00
Illegal Transfer of Permit	\$50.00	\$100.00
Using False Identification	\$50.00	\$200.00
Selling Shellfish Without a Permit	\$200.00	\$300.00
Possession of Seed	\$50.00	\$150.00
Exceeding Shellfish Limit	\$50.00	\$100.00
Shellfishing in a Closed Area	\$150.00	\$300.00
Shellfishing in a Contaminated Area	\$300.00	Loss of License
Taking Shellfish From a Shellfish Aquaculture License	\$200.00	Loss of License
Taking Shellfish During Closed Season	\$100.00	Loss of License

145.12 Ancient and Aboriginal Rights

Nothing set forth in this chapter or regulations shall be construed to waive any ancient and aboriginal rights of the Tribe to water and land, access to water or to hunt, fish, forage or gather for sustenance as recognized by courts of competent jurisdiction.

MEMORANDUM

To: Mr. Andrew Gottlieb, Chair
the Honorable Members of the Select Board
From: Evan R. Lehrer, Town Planner
Date: June 1, 2022
Re: Tradesman Exchange LLC Request for Delivery/Courier License Host Community Agreement

As you know the Town has restricted the number of allowed adult-use recreational cannabis retail licenses to one (1) in consideration of existing population. There are no other restrictions for marijuana establishments in the Town and all uses that fall under the definition of "Marijuana Establishment" in Cannabis Control Commission regulations may operate in the Town with a Host Community Agreement in place with the Select Board, a Special Permit from the Zoning Board of Appeals, and licensure from the Massachusetts Cannabis Control Commission.

The last time the Select Board contemplated a host community agreement for a marijuana courier/delivery license it was unclear, based on Cannabis Control Commission definitions, if Marijuana Courier/Delivery constituted or was defined as a retail operation.

Since this was last discussed, the Cannabis Control Commission has amended their definitions and has also updated their guidance with regard to the distinctions drawn between Retail Marijuana Establishments and Delivery/Courier Licenses.

The Definition of Marijuana Courier specifies that, "A Marijuana Courier is an additional license type under M.G.L. c. 94G, § 4(b)(1) that allows for limited delivery of Marijuana or Marijuana Products to Consumers; **and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002 or 500.050 and shall be subject to 935 CMR 500.050(1)(b).**

Given this clarity, the restriction or cap on retail licenses does not apply to entities seeking a courier/delivery license.

It should be noted that Under St. 2017, c.55, the Cannabis Control Commission is required to ensure that people from communities that have been disproportionately harmed by marijuana law enforcement are included in the new legal marijuana industry.

As such, the license-type being sought by Tradesman Exchange is available only to those applicants who qualify as Economic Empowerment Applicants for 36 months from the date the first delivery licensee receives approval to operate.

Tradesman Exchange is an Economic Empowerment Applicant and is statutorily entitled to priority review by the Cannabis Control Commission.

To proceed, Tradesman Exchange requires a Host Community Agreement from the Select Board. There are no zoning related or regulatory issues that would prevent Tradesman Exchange from lawfully operating in the Town. Entering into the agreement is at the Select Board's sole discretion.

Deliveries are allowed to be made anywhere across the Commonwealth where retail establishments are permitted and so, regardless of whether or not Mashpee hosts a delivery licensee, deliveries will be made in Mashpee. This license type has extremely limited land use impact, but provides the same financial incentive to the Town as other uses approved.



Tradesman Exchange, LLC

Licensed Delivery Operator Marijuana Establishment for Adult Use under 935 CMR 500.000
Cannabis Control Commission Application Pending
800 Falmouth Road, Unit 104-E, Mashpee, MA 02649

May 5, 2022

Town of Mashpee
Carol A. Sherman, Selectboard Chair
Rodney C. Collins, Town Manager
Evan Lehrer, Town Planner
Deborah Kaye, Town Clerk
16 Great Neck Road
North Mashpee, MA 02649

Abutters within 300' of 800 Falmouth Road
Mashpee, MA 02649

**Re: Notice of Community Outreach Meeting for Delivery Marijuana Establishment at
800 Falmouth Road, Unit 104-E, to be held virtually**

Dear Town of Mashpee Officials and Abutters to our project:

Please find this correspondence as Tradesman Exchange LLC's public notice of a Community Outreach Meeting for a proposed licensed Marijuana Establishment for delivery purposes at 800 Falmouth Road, Mashpee, MA 02649. The public will not come to our location and we will not cultivate or manufacture cannabis on site. Tradesman Exchange seeks licenses from the Cannabis Control Commission as a Marijuana Courier and a Delivery Operator. A Marijuana Courier can contract with third party Marijuana Retailers and make deliveries to their clients. A Delivery Operator can warehouse wholesale products and deliver to consumers directly. We seek both low-impact license types to fit a need in the existing cannabis economy as a Marijuana Courier while building our own brand as a Delivery Operator.

Please post this notice in the regular course of your duties as a public notice and consider attending the meeting. As a safety precaution, we are hosting our outreach event virtually through Zoom on Thursday, May 26, 2022, at 5:30p.m. Information on the project and access to the meeting can be found on the company website www.tradesmanexchange.net. Notice is being sent to all abutters within 300 feet of the location and published in the Mashpee Enterprise. The following notice and access instructions will be published in the Mashpee Enterprise:

Notice is given by Tradesman Exchange LLC that a Virtual Community Outreach Meeting is scheduled via Zoom on Thursday, May 26, 2022, at 5:30p.m., for a proposed Marijuana Establishment at 800 Falmouth Road, Unit 104E, Mashpee, Massachusetts 02649. The company seeks licensure as a Marijuana Delivery Operator and a Marijuana Courier. The company will provide a presentation and answer questions from the public. Direct all questions by email to ngomes@ngomeslaw.com. The meeting will be recorded and can be accessed with the Zoom Meeting information below by phone or computer as follows:

Join Zoom Meeting:

Link: <https://us02web.zoom.us/j/82889758068>

Meeting ID: 828 8975 8068

Phone: Call 9292056099 and enter Meeting ID

The purpose of the Community Outreach Meeting is to explain the proposed Marijuana Establishment and provide information about potential impacts to the neighborhood and community as a whole. A presentation of the proposal will begin at 5:30p.m. and thereafter the public will have an opportunity to ask questions. Please join us to learn more about our company and the future social and economic benefits we plan to bring to Mashpee. Thank you for your time and attention to this matter.

Sincerely,

Tradesman Exchange LLC.



By: Nicholas A. Gomes, Esq.

Title: Legal Officer

Phone: 508-264-2530



Tradesman Exchange, LLC

Licensed Marijuana Establishment for Adult Use under 935 CMR 500.000
Cannabis Control Commission Applications Pending Marijuana Courier and Delivery Operator
800 Falmouth Road, Unit 104-E/C, Mashpee, MA 02649



COLEMAN & GOMES
A PROFESSIONAL ASSOCIATION
226 South Main Street, #6
Fall River, MA 02721
nick@colemanandgomes.com

Thursday, May 5, 2022

Via regular mail to:

Town of Mashpee Selectboard
Carol A. Sherman, Selectboard Chair
Evan Lehrer, Town Planner, elehrer@mashpeema.gov
16 Great Neck Road
North Mashpee, MA 02649

Re: Request for Host Community Agreement for Delivery Operator at 800 Falmouth Road, Unit 104-E/C, Mashpee, MA 02649

Dear Town of Mashpee Officials:

Please find this correspondence as Tradesman Exchange LLC's proposal to the Town of Mashpee for the operation of a licensed adult use Marijuana Establishment for delivery purposes at 800 Falmouth Road, Unit 104-E/C, Mashpee, MA 02649. *See* Site Control Authorization enclosed as Exhibit 1. Tradesman Exchange LLC ("Tradesman Exchange") is pre-certified by the Cannabis Control Commission ("CCC") and seeks a Host Community Agreement from the Town of Mashpee to continue in its application process towards a provisional license, then a final license. *See* Pre-certifications enclosed as Exhibit 2. Tradesman Exchange respectfully requests a Host Community Agreement at the location for purposes of delivery as a licensed Marijuana Delivery Operator and a Marijuana Courier. A Marijuana Courier is licensed to enter into delivery contracts with third party Marijuana Retailers and Medical Treatment Centers to make deliveries to the companies' clients at their homes. The Courier license is basically a service for transporting the goods to the destination while the Delivery Operator is independent and allows for brand development. A Delivery Operator can purchase wholesale products or prepared products with proprietary labeling on it, known as "white-labeling," and store it in a warehouse prior to delivering individual orders to consumers at their homes. All transactions for both license types are tracked, video and audio surveilled, and only made to consumers who are verified to be at least 21 years in age or older. The regulations and oversight of these licensed establishments are strictly designed to provide safety and protection to the public. We have included an important quick fact sheet and the adult use regulation excerpts relative to delivery for your reference as exhibits 3 and 4. The companies business plan provides a visual representation of the operation and is attached as exhibit 5. The resumes of the officers John Marcellino, Leona Leaver, and Jeffrey Pepi are attached as exhibit 6. Lastly, you will find Tradesman Exchange's summaries of its policies and procedures

for submission to the Cannabis Control Commission as exhibit 7. We request you consider this summary and the enclosures on behalf of Tradesman Exchange in support of the project.

The property of 800 Falmouth Road is suitable for this proposed low impact use because of its compliance with state law and local zoning. The public will not come to the location and there will be no cultivation, processing, or manufacture of cannabis on site. The products at the warehouse are prepackaged resulting in nominal odor concerns. Odor control measures will still be utilized inside the garage unit at the rear of the property for the secure storage and loading and unloading of cannabis into the vehicles. Traffic impact is expected to be minimal because of the specific methods of operation. We intend to begin with one vehicle and scale up to five vehicles. The vehicles can be parked off site overnight, but no products can be maintained in the vehicles that aren't set for delivery during operational hours. The unmarked delivery vehicles will generally be off site on the road servicing the Marijuana Courier contracts. The Delivery Operator activity will consist of loading a vehicle up with a day's worth of orders, not to exceed ten thousand dollars (\$10,000.00) at any time, and be on the road making the prescheduled deliveries. The Delivery Operator license resembles a shipping company because of the specific logistical need for order placement, verification, manifest tracking, and secure delivery. With this type of operation, the delivery vehicles will not be coming and going similar to a food delivery service and will not detrimentally impact traffic.

Tradesman Exchange has viable security measures to ensure deliveries are made discretely and securely. Tradesman Exchange will utilize phone, online, and its own application for taking customer orders and processing payments. All sales are tracked through the Company's inventorying procedures and the METRC seed-to-sale tracking software. Tradesman Exchange will deliver products safely and responsibly to its customers, providing a benefit to Mashpee and the state of Massachusetts. Our secure hub located at 800 Falmouth Road will be designed as a secure facility for wholesale storage and an office for logistics and vehicle monitoring. Tradesman Exchange will have a commercial grade electronic security surveillance system that is designed to prevent and detect diversion, theft or loss of marijuana or unauthorized intrusion. Two independent companies will monitor the surveillance feed, which will also be sent to the local police department. Additionally, the location is not open to the public and visitors are limited to necessary visits such as State and Town officials and industry-specific agents. Tradesman Exchange will hire security as well as implement an easily accessible silent alarm in the event any danger was to occur. All employees will be extensively trained on the proper procedures for incident management and reporting. All finished marijuana products will be secured in a locked vault to prevent diversion, theft, and loss. Security measures, such as combination numbers, passwords or electronic or biometric security systems are to be used on the property and only shared with specifically authorized employees.

There are many security measures in place to ensure safe transportation of the product. Tradesman Exchange will use plain unmarked vehicles, without any identifying signage. The delivery vehicles are not specific to one make and model, to increase the anonymity. All vehicles will be required to have legally tinted windows, to reduce exposure to the inside of the vehicle. Additionally, all delivery vehicles will be equipped with two employees, and a lockbox/cargo container in the trunk

which is locked at all times. At all times, the delivery vehicles have an alarm system and are monitored by GPS and audio/video surveillance, with a live feed sent directly to the company, as well as the local police department.

Tradesman Exchange will provide a financial benefit, as well as an improvement to the community's quality of life. As part of the agreement, Tradesman Exchange, will remit a percentage up to 3% of all gross revenue to the Town yearly, which will result in thousands of dollars each year. Tradesman Exchange plans to promote the local community through training, grants, and peer groups. Additionally, Tradesman Exchange plans to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation. Overall, this investment and community partnership will collaterally affect the local economy with increased jobs and support local residents and businesses at large.

Enclosed for review, please find the following:

1. Letter of Authorization to use Property as Evidence of Site Control;
2. Pre-certification Marijuana Courier and Delivery Operator;
3. Quick fact sheet
4. CCC regulation delivery excerpts;
5. Business Plan;
6. Resumes for every manager, director, or officer of the establishment; and
7. Policy and Procedure Summaries for Cannabis Control Commission application.

We are proud to send you this correspondence as Tradesman Exchange stands for responsible future economic empowerment for all municipalities it conducts business in. Tradesman Exchange's proposal of a cannabis use at this location will not negatively affect the area, traffic, utilities, or public infrastructure. The property and building are of sufficient size for the use and will offer appropriate parking for our few employees and visitors. Tradesman Exchange has internal practices and procedures in place for security, odor control, and management of the facility and operations.

Kindly contact us at your earliest convenience to discuss moving forward with a meeting to discuss our proposal for a Host Community Agreement. We appreciate your efforts, and it will be diligently reciprocated as we move our charter forward to grow indispensable economic and social empowerment through recreational cannabis in your area. Our proposal is to provide the Town with all allowable benefits under law for the privilege of becoming community partners. Please feel free to contact us with questions and scheduling of any meetings. Thank you for your time and consideration.

Sincerely,

/s/ Nicholas A. Gomes

Nicholas A. Gomes, Esq.

Counsel for Tradesman Exchange, LLC

EXHIBIT 1

Letter of Authorization to use Property as evidence of site control

Kevin P. Andrade, Trustee of the Summerfield Park Realty Trust
800 Falmouth Road
Mashpee, MA 02649

Cannabis Control Commission
Steven Hoffman, Chairman
2 Washington Square
Worcester, MA 01604

Town of Mashpee Selectboard
John J. Cotton, Select Board Chair
Rodney C. Collins, Town Manager
16 Great Neck Road
North Mashpee, MA 02649

**Re: Letter of Site Control Authorization to Tradesman Exchange LLC
for A Marijuana Establishment at 800 Falmouth Road, Unit 104-E/C**

Dear Interested Officials:

As the owner of the subject property of 800 Falmouth Road, Unit 104-C, Mashpee, Massachusetts, please find this as an acknowledgement of site control authorizing Tradesman Exchange LLC and its attorneys and agents to seek all approvals, permitting, and licensing necessary for a marijuana establishment from the Cannabis Control Commission and the Town of Mashpee and its various departments and boards to become a marijuana establishment licensed to perform all legal marijuana operations, including, but not limited to transport and delivery.

Signed on this 30 day of December, 2020



Kevin P. Andrade, T
Summerfield Park Realty Trust



EXHIBIT 2

Pre-Certification Marijuana Courier and Delivery Operator



Cannabis Control Commission > [My Licenses](#) > Marijuana Courier Pre-Certification

This page provides details about your application(s) for **Marijuana Courier Pre-Certification** certification. You may use this page to:

- Start a brand new application
- View the status of your applications
- Return to an application that is in progress and not yet submitted
- Withdraw an application that is in progress, but has not been submitted

If you would like to begin or continue working on applications for a different type of license, certification or registration you may do so by [navigating to this page](#).

Users are able to view where their application(s) are in the Commission's review process. When viewing the application's place in the process, please note that there are four (4) queues in which your application may be placed:

Classification Required: This is the queue your application will be placed in when you first submit your application. Commission staff will review your application in the order it was submitted. Commission staff will assess whether your application receives priority, expedited, or general review based on established regulations and policies. Your application will only move up in this queue.

Applications Requiring Initial Review: Once your application has been assessed for priority, expedited, or general review, it will enter this queue. This queue is sorted in the following order: priority, expedited, and then general applications. Priority applications (those submitted by certified Economic Empowerment applicants and certified MTC Priority applicants) will be reviewed first alternating between these two groups based on the first-in-time submitted application. Expedited applications will be reviewed next based on first-in-time submission. General applications will be reviewed when there are no priority or expedited applications requiring initial review and based on first-in-time submission. Applications in this queue may move up or down the queue based on the submission of additional priority or expedited applications. Additionally, applications may be reclassified (i.e. changed from general to expedited) based on new information. If this occurs, your application may move down in the queue. If your application is reclassified (i.e. changed from general to expedited), it will move up in the queue.

Applications Requiring Supplemental Review: If your application received a Request for Information and was reopened, once your application is resubmitted it will enter this queue. This queue is sorted in the same manner as those applications in the Applications Requiring Initial Review queue. Applications in this queue may move up or down the queue based on the resubmission of additional priority or expedited applications.

Applications Deemed Complete: If you have received a notice from the Commission stating your application was deemed complete, you will see your application in this queue. Your place in this queue is determined by the date your application was deemed complete in comparison to other applications and will move up when applications have been considered for provisional licensure. While in this queue, and pursuant to the notice you will receive from the Commission, you will be required to pay background check fees and have individuals fingerprinted while the Commission awaits for a municipal response from the host community. Your place in the queue is not a direct indicator of when you will be considered for provisional licensure as this is dependent on several factors (i.e. receipt/review of background reports, suitability review, municipal compliance).

Please note some additional disclaimers:

Applications that are currently in a reopened status will not show the queue/place in queue as only pending

applications will have this information.

Applications that are deemed complete, and are requested to be reopened, will be deemed incomplete and reenter the Applications Requiring Supplemental Review queue when resubmitted.

License # PDO103200 | Tradesman Exchange LLC | 226 South Main Street Fall River, MA 02721 (Active)

Your certification is Active as of 09/03/2020 and expires on 09/03/2022.

For assistance please call the Cannabis Control Commission at 774-415-0200 or email at Commission@CCCMass.com
v.3.3.17



Cannabis Control
Commission

> [My
Licenses](#)

> Marijuana Delivery Operator Pre-
Certification

This page provides details about your application(s) for **Marijuana Delivery Operator Pre-Certification** certification. You may use this page to:

- Start a brand new application
- View the status of your applications
- Return to an application that is in progress and not yet submitted
- Withdraw an application that is in progress, but has not been submitted

If you would like to begin or continue working on applications for a different type of license, certification or registration you may do so by [navigating to this page](#).

Users are able to view where their application(s) are in the Commission's review process. When viewing the application's place in the process, please note that there are four (4) queues in which your application may be placed:

Classification Required: This is the queue your application will be placed in when you first submit your application. Commission staff will review your application in the order it was submitted. Commission staff will assess whether your application receives priority, expedited, or general review based on established regulations and policies. Your application will only move up in this queue.

Applications Requiring Initial Review: Once your application has been assessed for priority, expedited, or general review, it will enter this queue. This queue is sorted in the following order: priority, expedited, and then general applications. Priority applications (those submitted by certified Economic Empowerment applicants and certified MTC Priority applicants) will be reviewed first alternating between these two groups based on the first-in-time submitted application. Expedited applications will be reviewed next based on first-in-time submission. General applications will be reviewed when there are no priority or expedited applications requiring initial review and based on first-in-time submission. Applications in this queue may move up or down the queue based on the submission of additional priority or expedited applications. Additionally, applications may be reclassified (i.e. changed from general to expedited) based on new information. If this occurs, your application may move down in the queue. If your application is reclassified (i.e. changed from general to expedited), it will move up in the queue.

Applications Requiring Supplemental Review: If your application received a Request for Information and was reopened, once your application is resubmitted it will enter this queue. This queue is sorted in the same manner as those applications in the Applications Requiring Initial Review queue. Applications in this queue may move up or down the queue based on the resubmission of additional priority or expedited applications.

Applications Deemed Complete: If you have received a notice from the Commission stating your application was deemed complete, you will see your application in this queue. Your place in this queue is determined by the date your application was deemed complete in comparison to other applications and will move up when applications have been considered for provisional licensure. While in this queue, and pursuant to the notice you will receive from the Commission, you will be required to pay background check fees and have individuals fingerprinted while the Commission awaits for a municipal response from the host community. Your place in the queue is not a direct indicator of when you will be considered for provisional licensure as this is dependent on several factors (i.e. receipt/review of background reports, suitability review, municipal compliance).

Please note some additional disclaimers:

Applications that are currently in a reopened status will not show the queue/place in queue as only pending applications will have this information.

Applications that are deemed complete, and are requested to be reopened, will be deemed incomplete and reenter the Applications Requiring Supplemental Review queue when resubmitted.

License # PMD5817 | Tradesman Exchange LLC | 226 South Main Street Suite #6 Fall River, MA 02721 (Active)

Your certification is Active as of 12/14/2021 and expires on 12/14/2023.

For assistance please call the Cannabis Control Commission at 774-415-0200 or email at Commission@CCCMass.com

v.3.3.17

Frequently Asked Questions About Delivery

Applicants and licensees are required to comply with the Cannabis Control Commission's (Commission) governing laws available at MassCannabisControl.com and are encouraged to consult their counsel with regards to compliance. These frequently asked questions are intended to anticipate and answer common questions and are not intended to modify any legal rights and obligations.

1. Is the "Delivery Only" license type the same as the "Marijuana Courier" license type?

Yes, the name for the Delivery Only license was changed to "Marijuana Courier" and is the same license type.

2. If I originally applied for, or was approved for a Delivery Only license, can I convert it to a Marijuana Delivery Operator license?

No. Even if you have previously applied for Pre-Certification or Licensure for Delivery Only (now Courier), you will have to start a new Pre-Certification application for the Marijuana Delivery Operator license.

If you previously applied to operate as a Delivery Only licensee, or were issued that license, your application or license will automatically convert to the Marijuana Courier license type.

3. What is the difference between a Marijuana Courier, Marijuana Delivery Operator, and a Delivery Endorsement?

The Marijuana Courier and Marijuana Delivery Operator licenses are both stand-alone license types allowed to perform different operations. Marijuana Couriers are allowed to deliver marijuana and marijuana products to consumers and patients from a Marijuana



Retail Establishment or Medical Marijuana Treatment Center. Delivery Operators are allowed to purchase marijuana and marijuana products from licensed Marijuana Cultivators and Marijuana Product Manufacturers and sell and deliver to consumers. Marijuana Couriers cannot store marijuana and marijuana products overnight whereas Marijuana Delivery Operators may securely store on its premises marijuana and marijuana products that have been purchased at wholesale for eventual resale to consumers.

A Delivery Endorsement is expanded permission to perform delivery operations that is added to an existing license. It is like having a driver's license for a car and then getting permission to operate a motorcycle and receiving a motorcycle endorsement. Currently, Delivery Endorsements are available only to Marijuana Microbusinesses with majority ownership comprised of Certified Economic Empowerment Priority Applicants and/or Social Equity Program Participants for a period of at least 36 months from the date the first Delivery Operator licensee receives a notice to commence operations.

4. Who can apply for a Delivery license?

Marijuana Courier and Marijuana Delivery Operator licenses and Delivery Endorsements are limited, on an exclusive basis, to businesses controlled by, and with majority ownership comprised of, Certified Economic Empowerment Priority Applicants and/or Social Equity Program Participants for a period of at least 36 months from the date the first Delivery Operator licensee receives a notice to commence operations.

5. Can a Delivery applicant or licensee have, or obtain, a Marijuana Retailer license?

Yes.

Individuals and entities are limited to applying for and obtaining no more than two (2) delivery licenses. The limitation for delivery licenses is not tied to the amount an individual or entity can obtain for retail licenses—which remains at no more than three (3).

6. What restrictions are in place to prevent retailers or third-party companies from

controlling delivery businesses?

Individuals and entities can hold only a limited number of Marijuana Retailer and Delivery licensees.

Marijuana Retailers, Delivery licensees, and Microbusinesses with Delivery Endorsements may work with Third-Party Technology Platform Providers which provide or host internet-based applications for the facilitation of ordering and delivering cannabis. All agreements between a Delivery licensee and a Third-Party Technology Platform Provider, however, shall be available for inspection and are subject to the control limitations under 935 CMR 500.050: Marijuana Establishments, including:

- a. A Third-Party Technology Platform Provider cannot be a licensee, or a Person or Entity with Direct or Indirect Control, as defined by 935 CMR 500.002: Fees, of a Delivery licensee.
- b. A contract between a Delivery licensee and a Third-Party Technology Platform Provider shall be negotiated and entered into on an arm's length basis. A Delivery licensee may not accept any investment by a Third-Party Technology Platform Provider with which it has a contract.
- c. A Delivery licensee cannot share its profits of the sale of marijuana or marijuana products with a Third-Party Technology Platform Provider, or otherwise provide a percentage or portion of the sale of marijuana or marijuana products to the Third-Party Technology Platform Provider.

7. What is the application process to apply for a Delivery license?

For an applicant to receive a Delivery license, they must complete two (2) applications that will occur in two (2) phases: Phase 1 – the pre-certification application, and Phase 2 – the provisional license application. All applicants will be required to complete both applications in phases. Phase 1 is completing the pre-certification application. Once you

receive an approval letter stating you are pre-certified, you will be able to start and finish Phase 2 which is completing the provisional license application.

As a note, there are two separate pre-certification applications, one for each Delivery license type that have specific and distinct requirements. While an applicant can be pre-certified for both license types, they must be pre-certified for the license type they are applying for and cannot use another pre-certification in its place.

8. What is required to be submitted as part of the pre-certification application?

The following is a list of application requirements for the pre-certification application:

- a. Information about the business:
 - i. Legal business name;
 - ii. Tax identification number;
 - iii. Contact information;
 - iv. Disadvantaged Business Enterprise information, if applicable; and
 - v. Certified Economic Empowerment Priority Applicant and Social Equity Program Participant certification numbers (these numbers start with either “EE” or “SE”)
- b. Information pertaining to Persons and Entities Having Direct or Indirect Control;
- c. Business interests in other jurisdictions, and within Massachusetts, of any Persons and Entities Having Direct or Indirect Control;
- d. Background check and contact information for any Persons and Entities Having Direct

or Indirect Control—background check authorization documents are not required until the provisional license application;

- e. Upload a business plan and a plan for obtaining limited liability insurance; and
- f. Upload operating policies and procedures that comply with the Commission's regulations including the following:
 - i. Security plan;
 - ii. Transportation plan;
 - iii. Inventory plan;
 - iv. Plan to prevent diversion;
 - v. Storage plan;
 - vi. Delivery plan;
 - vii. Quality control and testing;
 - viii. Record-keeping procedures;
 - ix. Maintenance of financial records;
 - x. Qualifications and intended trainings for personnel;
 - xi. Plan to obtain marijuana and marijuana products (Marijuana Courier license type)

- xii. Personnel policies; and
- xiii. Dispensing procedures (for Marijuana Delivery Operators).

Applicants are encouraged to review the Commission's Guidance on Licensure for further clarification on application requirements.

9. What can I expect when my pre-certification application is deemed complete?

When a pre-certification application is deemed complete, the application will move to the “Applications Deemed Complete” queue within the Massachusetts Cannabis Industry Portal (MassCIP). The applicant does not need to take any additional steps until notified by email from the Commission.

When the applicant is approved for pre-certification, a notice (including a copy of the pre-certification application) will be sent to the business email on the application explaining next steps which will include starting the next phase of the application—the provisional license application.

10. How long is my pre-certification valid for?

Pre-certified applications are valid for 24 months from the date of the approval notice. Applicants must start the provisional license application within 24 months from when they were pre-certified; otherwise, a new pre-certification application will need to be completed and approved.

11. What is required to be submitted as part of the provisional license application?

The following is a list of application requirements for the provisional license application:

- a. Amend or supplement any outdated information from what was submitted in the pre-certification application;

- b. Disclose the proposed location of the Delivery license and submit property interest documentation;
- c. Disclose capital resources along with supporting documentation;
- d. Disclose, if known, all current agreements between the applicant and Third-Party Technology Platform Providers (both Delivery license types) and Marijuana Retailers (for Marijuana Couriers only);
- e. Submit additional documentation which includes the following:
 - i. Certification of Host Community Agreement;
 - ii. Community Outreach Meeting attestations and documentation;
 - iii. Plan to remain compliant with local ordinances;
 - iv. Positive Impact Plan;
 - v. Diversity Plan;
 - vi. Bond or escrow account;
 - vii. Background authorization forms;
 - viii. Certificates of good standing from the Department of Revenue, Secretary of the Commonwealth, and Department of Unemployment Assistance;
 - ix. White labeling and wholesale agreements, where applicable for Marijuana Delivery Operators; and

- x. A proposed timeline to become operational.

12. Will I have to re-enter the information from the pre-certification application into the provisional license application?

No. When you start your provisional license application, the previously submitted information will transfer from your approved pre- certification application. If previously submitted information has changed or is outdated, you will need to update that information at the provisional license application stage. For example, you will need to add individuals newly associated with your application.

13. What is the application fee for a Delivery license and when do I pay it?

The application fee for a Marijuana Delivery Operator or a Marijuana Courier license application is \$1,500, however, license application fees are automatically waived (\$0) for businesses controlled by and with majority ownership comprised of Certified Economic Empowerment Priority Applicants or Social Equity Program Participants.

14. What are the license fees for a Marijuana Delivery Operator and Marijuana Courier license and when do I pay it?

The annual license fee is \$5,000 for a Marijuana Courier and \$10,000 for a Delivery Operator. However, the annual license fees for Delivery licensee businesses controlled by and with majority ownership comprised of Social Equity Program Participants and/or Certified Economic Empowerment Priority Applicants are the following:

- For the first year: \$0
- For the second year and every following year: \$2,500 for a Marijuana Courier and \$5,000 for a Delivery Operator license (50% reduction)

15. What is the application process to apply for a Delivery Endorsement?

Licensed Marijuana Microbusinesses may electronically submit a Delivery Endorsement application through MassCIP. This application process involves one (1) application instead of the two-part application process for Delivery licenses. Delivery Endorsements are only available to businesses controlled by and with majority ownership comprised of Certified Economic Empowerment Priority Applicants or Social Equity Program Participants for a period of 36 months from the date the first Delivery Operator Licensee receives a notice to commence operations.

16. What is required to be submitted as part of the Delivery Endorsement application?

The applicant will confirm certain business information. In addition to that confirmation, applicants for a Delivery Endorsement will have to submit the following information:

- i. Plan to remain compliant with local ordinances relating to delivery;
- ii. Delivery plan;
- iii. Security plan for delivery, and
- iv. Agreements with Third-Party Technology Platform Providers.

17. What is the application fee for a Delivery Endorsement and when do I pay it?

Generally, the application fee for a Delivery Endorsement is \$500. This fee is paid prior to submission of the application.

Currently, while Delivery Endorsements are available only to Marijuana Microbusinesses controlled by and with a majority ownership comprised of Certified Economic Empowerment Priority Applicants and/or Social Equity Program Participants during a 36-month exclusivity period, the application fee is waived (\$0).

18. What is the annual license fee for a Delivery Endorsement and when do I pay it?

The annual license fee for a Delivery Endorsement is \$5,000. However, as Delivery Endorsements are available only to Marijuana Microbusinesses controlled by and with a majority ownership comprised of Certified Economic Empowerment Priority Applicants and/or Social Equity Program Participants during an exclusivity period, the fee is reduced by 50% and is \$2,500.

Additionally, because the endorsement is tied to the license, the fee is prorated based on the remaining time on the license. This fee is required to be paid upon approval by the Commission.

19. Where can I get more information about the application requirements or the licensing process?

Information about all license application requirements and the licensing process can be found in the Commission's [Guidance on Licensure](#). For best advice, the Commission recommends consulting a licensed attorney or knowledgeable industry professional for best guidance.

20. What is a "Third-Party Technology Platform Provider?"

A Third-Party Technology Platform Provider (Provider) is an individual or business that provides or hosts an internet-based application(s) developed for the facilitation of ordering and delivering marijuana, marijuana products and marijuana accessories and branded goods by a Marijuana Courier or Marijuana Delivery Operator or a business with a Delivery Endorsement to a consumer, patient, or caregiver.

Where a Delivery licensee contracts with a Provider, it must ensure that its goods are sold in compliance with the licensing requirements, for example, advertising and branding.

A licensee that develops a proprietary application exclusively for its own use is not considered to be a Third-Party Technology Platform Provider.

A Third-Party Technology Platform Provider may not be an investor in a Delivery licensee.

21. Can a Marijuana Courier deliver adult and medical marijuana product? What about Marijuana Delivery Operators?

Yes, a Marijuana Courier may contract with Marijuana Retailers and/or Medical Marijuana Treatment Centers (MTCs) to deliver product to consumers, patients, or caregivers. Products from an MTC can be delivered to patients and caregivers.

A Marijuana Delivery Operator may not acquire from an MTC or deliver medical-use marijuana to a patient or caregiver. A Marijuana Delivery Operator can only sell and deliver marijuana and marijuana products, and their own marijuana accessories and branded goods, directly to a consumer (a person who is 21 years of age or older).

22. Where do I apply for a Delivery license or Delivery Endorsement?

Applications will be available electronically in MassCIP located here: <https://www.massciportal.com/login-register>. Businesses seeking a Marijuana Courier or Marijuana Delivery Operator license will be able to access the pre-certification application. Marijuana Microbusinesses seeking a Delivery Endorsement will be able to access the Delivery Endorsement application.

23. Which communities may receive deliveries? Why aren't Marijuana Couriers or Marijuana Delivery Operators allowed to deliver to consumers in municipalities that have not allowed retail operations or opted in for delivery operations?

The law allows cities or towns, in some cases, to restrict certain Marijuana Establishments from operating within its borders. Considering this legal requirement, the Commission's regulations allow delivery in only the following locations:

- i. The city or town in which the Delivery licensee is located (the business location or place of business);

- ii. Any city or town which allows for retail operations (even if a Marijuana Retailer is not operational there); and
- iii. Any city or town that has notified the Commission that delivery is allowed within its borders.

Applicants, licensees, and consumers can view which cities and towns have allowed delivery and retail operations by reviewing the Commission's Municipal Zoning Tracker located here: MassCannabisControl.com/Municipal-Zoning-Tracker.

24. Can a Microbusiness licensee located in a city or town that does not permit retail sales and has not “opted in” to allow for delivery obtain a Delivery Endorsement?

No, the city or town must either allow retail operations or “opt in” to allow delivery operations. A city or town can “opt in” after receiving notice from the Commission and stating that delivery may operate within its borders.

Applicants, licensees, and consumers can view which cities or towns have allowed delivery and retail operations by reviewing the Commission's Municipal Zoning Tracker located here: MassCannabisControl.com/Municipal-Zoning-Tracker.

25. What defines the delivery business location? Is it where you house your vehicle(s)?

For Marijuana Courier and Marijuana Delivery Operator applicants and licensees, the business location is the location where vehicle(s) are housed, delivery orders are received, vehicles are dispatched from every day, and employees monitor delivery vehicles in transport through GPS and reporting requirements.

The location should be in a city or town that has allowed retail or delivery operations and is appropriately zoned. The location should have a building that allows for the “back office” operations of a Delivery license, where delivery orders are received, vehicles are dispatched from every day, and where employees will monitor delivery vehicles in transport through

GPS and reporting requirements.

After being pre-certified, Marijuana Courier and Marijuana Delivery Operator license applicants provide their location information in their provisional license applications.

26. Does a delivery business need to sign a Host Community Agreement (HCA) with every community in which its residents will receive a delivery?

No. However, all applicants must submit certification of an executed HCA with the city or town in which their business will be located.

27. Will consumers pay the Marijuana Courier for the entire order or just for the delivery fee?

It is up to the Marijuana Courier and the Marijuana Retailer it contracts with to determine when and how the consumer pays. For the safety of the drivers and consumers, Marijuana Retailers and Marijuana Couriers may use platforms for the electronic payment of funds to minimize the amount of cash carried on a delivery vehicle, and store cash in a locked compartment.

28. Are there limits on the number of Marijuana Establishments with which a Marijuana Courier can do business?

No. However, a Marijuana Courier is required to have an executed delivery agreement with the Marijuana Retailer or MTC prior to performing deliveries.

29. Can Delivery licensees mix products from different Marijuana Retailers into a consumer's individual order?

Yes, as long as the consumer's individual order does not exceed the individual possession limits. A Marijuana Courier, Marijuana Delivery Operator, or a Microbusiness with a Delivery Endorsement can deliver only one (1) individual order per consumer, during each

delivery. A Delivery licensee or a Microbusiness with a Delivery Endorsement cannot deliver to the same consumer at the same residence more than once each calendar day, regardless of the quantity of their individual order.

- 30. May a Marijuana Courier contract with a Marijuana Retailer to complete the pre-verification process for consumers who intend to place delivery orders? What are some of the pre-verification restrictions for Delivery licensees?**

Yes.

A Marijuana Courier is prohibited from performing a delivery to any consumer who has not established an account for delivery through pre-verification of the consumer's identification by the Marijuana Retailer or Third-Party Technology Platform.

A Marijuana Delivery Operator or Microbusiness with a Delivery Endorsement is prohibited from performing a delivery to any consumer who has not established an account for delivery through pre-verification of the consumer's identification through Commission-approved electronic means.

- 31. Can delivery companies use third-party applications or credit, debit, or ATM card transactions instead of cash payments for safety reasons?**

Yes.

- 32. At what point can Certified Economic Empowerment Priority Applicants or Social Equity Program Participants liquidate their ownership over the Marijuana Courier or Delivery Operator license?**

All Delivery licenses are available to businesses controlled by and with majority ownership comprised of Certified Economic Empowerment Priority Applicants and/or Social Equity Program Participants for an exclusive period of at least 36 months from the date the first Delivery Operator licensee receives notice to commence operations. Certified Economic

Empowerment Priority Applicants and/or Social Equity Program Participants must have, and maintain, control and majority ownership over this license type during the entire exclusivity period.

33. Does the licensee with which a Marijuana Courier contracts to obtain product for delivery need to be a Marijuana Retailer?

Yes, a Marijuana Courier can only contract with Marijuana Retailers and/or MTCs to deliver the Marijuana Retailers' and/or MTCs' marijuana and marijuana products to consumers, patients, or caregivers.

34. Can a Marijuana Courier wholesale product from Marijuana Product Manufacturers and Marijuana Cultivators?

No.

35. Can a Marijuana Delivery Operator wholesale product from Marijuana Product Manufacturers and Marijuana Cultivators?

Yes. A Marijuana Delivery Operator may contract with licensed Marijuana Cultivators, Marijuana Product Manufacturers, Microbusinesses, or Craft Marijuana Cooperatives to obtain wholesale products to sell and deliver directly to consumers.

36. When does a background check and fingerprinting occur with a Marijuana Courier or Marijuana Delivery Operator license application?

When applicants complete the provisional license application (the second application), applicants must submit background check authorization forms and update background check history events. After review and when deemed complete, Commission staff will notify applicants to submit the background check fee to a Commission vendor and complete the fingerprint examination. No background checks or fingerprinting is required in the pre-certification application, however, disclosure of background events will be reviewed.

37. Who is eligible to apply for and invest in Delivery licenses?

Delivery licenses are limited, on an exclusive basis, to businesses controlled by and with majority ownership comprised of Certified Economic Empowerment Priority Applicants or Social Equity Program Participants for a period of at least 36 months from the date the first Delivery Operator licensee receives a notice to commence operations (the “exclusivity period”).

Other individuals and entities may contribute capital resources.

38. Can a Marijuana Microbusiness with a Delivery Endorsement deliver other Marijuana Establishments’ marijuana products?

No.

39. Can an agent of a Marijuana Courier enter a Marijuana Retailer, with whom they have a delivery agreement, through an employee-only entrance to make a pickup without a registered agent badge for that particular Marijuana Retailer?

Yes, however, the Marijuana Retailer must follow visitor procedures.

40. Will a Delivery licensee have to undergo an inspection once provisionally licensed?

Yes, Commission staff will provide the licensee a notice once provisionally licensed along with a request form for a Post-Provisional License Inspection (PPLI). This inspection will ensure your vehicle(s) and standard operating procedures, among other items, comply with the Commission’s regulations. After successfully completing the PPLI, the Delivery licensee moves to final license approval.

41. Can a Marijuana Courier licensee perform other marijuana-related activities, such as

packaging, repackaging, and/or preparing orders for delivery?

No.

42. Can a Delivery licensee rent its delivery vehicle?

No, the licensee must either own its vehicle or lease it from a private party. The vehicle must be properly registered to the licensee as a commercial vehicle.

43. Can a Delivery licensee deliver products other than marijuana (i.e., accessories, clothing, novelty, or promotional items)?

Yes, Marijuana Couriers can also deliver marijuana accessories and branded goods, either their own or the Marijuana Retailer's.

Yes, Marijuana Delivery Operators can deliver their own marijuana accessories and branded goods.

Marijuana accessories may not include branded goods.

44. How many registered agents must be in the vehicle when performing deliveries?

Two (2) registered agents must be in the delivery vehicle when performing home deliveries. At least one (1) registered agent must always remain in the vehicle.

45. Are Marijuana Couriers allowed to deliver its own product?

A Marijuana Courier can only deliver products sold by a Marijuana Retailer or MTC. Therefore, for a Marijuana Courier to deliver its own product, it would also need to hold a

separate Marijuana Retailer or MTC license. Microbusinesses with Delivery Endorsements can deliver its own product to consumers.

46. Can Marijuana Couriers “stack” deliveries within one trip?

Yes, Marijuana Courier licensees may obtain marijuana and marijuana products from multiple Marijuana Retailers and MTCs to deliver to consumers, patients, and caregivers. The maximum retail value of marijuana and marijuana product in the vehicle at one time is limited to \$10,000. This \$10,000 limit does not apply to marijuana accessories and branded goods.

47. Can a person come to the delivery vehicle to pick up their order?

No, the Delivery licensee’s registered agent must deliver the product to the consumer’s residence, house, condominium, or apartment.

48. Who can receive deliveries and how much can be delivered?

Consumers who are 21 years of age or older may receive deliveries for adult-use marijuana and marijuana products. Consumers must be pre-verified before filling the order by providing the government-issued identification card that will be used at the time of delivery.

Additionally, consumers are limited to one (1) ounce of marijuana or its combined dry weight equivalent in marijuana concentrate or edible marijuana products per day. One (1) ounce of marijuana flower is considered equivalent to five (5) grams of active tetrahydrocannabinol (THC) in marijuana concentrate including, but not limited to, tinctures. One (1) ounce of marijuana flower is considered equivalent to 500 milligrams of active THC in edible marijuana products.

49. What happens if there is a car accident or other emergency during a delivery?

In the case of an emergency stop during the delivery, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle. The Marijuana Establishment agents in the vehicle must provide notice to the employer-licensee of the location of the stop, seek assistance, and employ best efforts to remain in contact with their employer.

Marijuana Establishment agents shall 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 of such accidents, diversions, losses, or other reportable incidents.

If a motor vehicle accident renders the vehicle inoperable, the Licensee shall notify state and local law enforcement immediately so that marijuana products may be adequately secured.

50. If we are only transporting from retailer to consumer, why do we need a location?

Every business must provide a physical business location within a city or town under the law. For purposes of Delivery applicants and licensees, this will be the location where the vehicle(s) are housed, delivery orders are received, vehicles are dispatched from every day, and where employees will monitor delivery vehicles in transport through GPS and reporting requirements.

51. Can my business office or location be mobile? Can I work out of a trailer or my delivery van?

Delivery licensees must have a fixed business address where the licensee conducts business operations. This location must be approved by the city or town where it is situated.

52. What will the Commission require for a location?

- a. Identification of the proposed address for the license;

- b. Documentation of a property interest in the proposed address by way of one of the following:
- i. Clear legal title to the proposed site;
 - ii. An option to purchase the proposed site;
 - iii. A legally enforceable agreement to give such title; or
 - iv. Documentation from the owner evidencing permission to use the Premises.

The Commission has several requirements in the license application for a location of a Delivery licensee:

- Disclosure of the business' address;
- Documents showing property interest in the proposed address (for example, lease, title to the property, a binding letter of intent to use the property);
- Host Community Agreement;
- Community Outreach Documentation; and
- Plan to Remain Compliant with Local Ordinances.

The location should be in a city or town that allows marijuana retail or delivery operations and is appropriately zoned. The location should have a building that allows for the “back office” operations of a Delivery license from which delivery orders are received, vehicles are dispatched daily, and where employees will monitor delivery vehicles in transport through GPS and reporting requirements.

- 53. Can an entity with a Marijuana Retailer location apply for a Delivery license? If so, does it need to have an additional location for the delivery business?**

Yes, a Marijuana Retailer can apply for a Delivery license subject to the license caps and the exclusivity period.

A licensee who has both a Marijuana Retailer and Delivery license is allowed to operate from the same facility, so long as the licensee is able to comply with the regulations for both license types.

- 54. Are there any rules for where the vehicles need to be parked when they do not have marijuana in the vehicles?**

Yes, the delivery vehicles may be parked overnight at the address identified as the licensee's place of business or another location, provided that keeping the vehicle at the identified location complies with all general and special bylaws of that city or town.

- 55. Does a Delivery licensee have to use its own drivers, or can it use the Marijuana Retailer's drivers? Is there an option to use a combination of both methods?**

The drivers performing deliveries on behalf of a Delivery licensee must be active registered agents and employees of the Delivery licensee.

- 56. Why is general liability and product liability insurance coverage needed?**

The Commission, in its regulations, require all vehicles used for delivery by a Delivery licensee or Marijuana Establishment with a Delivery Endorsement to carry liability insurance in an amount not less than \$1,000,000 combined single limit.

- 57. May a Marijuana Courier with an existing delivery agreement with a Marijuana Retailer (who also has a Cultivation or Product Manufacturing license) pick up finished product from the licensed cultivation or manufacturing facility if it is**

earmarked for that same licensee's own retail facility?

No, all marijuana and marijuana product orders for delivery must be picked up at a Marijuana Retailer facility.

58. Can a Social Equity Program Participant's Microbusiness invest in other Social Equity Program Participants' or Certified Economic Empowerment Priority Applicants' businesses?

Persons and entities associated with the Microbusiness are prohibited from being a Person or Entity Having Direct or Indirect Control for any other Marijuana Establishment except a Social Consumption Establishment. However, this does not prohibit certain investments, such as contributions of capital resources.

59. What criteria will be used to determine whether the exclusivity period will be extended beyond 36 months?

At least eight (8) months before the end of the exclusivity period, the Commission will begin evaluating data to determine whether the goals of the exclusivity period have been met. The criteria for evaluation will include:

- Overall rates of participation in the regulated marijuana industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement of the law;
- Overall rates of participation in the regulated Marijuana industry by people of color;
- Licenses granted to businesses with majority ownership comprised of Certified Economic Empowerment Priority Applicants and Social Equity Program Participants;

- Number of registered agents who are Social Equity Program Participants;
- Number of Delivery licensees in operation and business performance relative to other Marijuana Establishments;
- Financial feasibility of continued participation in the regulated marijuana industry by communities that have previously been disproportionately harmed by marijuana prohibition and enforcement of the law if exclusivity period ends; and
- Any other information the Commission determines relevant.

60. Can seeds and clones be delivered?

Yes.

61. Can a Microbusiness with a Delivery Endorsement also hold a Delivery license?

No.

62. What is a transportation plan?

All applicants must demonstrate knowledge and compliance with standard operating procedures including a transportation plan. Some of these requirements include the need to have a properly registered vehicle, remaining within the Commonwealth when delivering and having randomized routes, GPS tracking, transportation logs, and requirements around manifests.

63. Do the operating procedures need to be separated into sections, or can they be merged? For example, can the “plan to prevent diversion” be part of the “delivery plan” section?

Each required plan must be uploaded as its own separate PDF and properly labeled; they cannot be merged.

64. Can a Marijuana Courier store or warehouse marijuana or marijuana products?

No, the Marijuana Courier must return all undeliverable or refused marijuana and marijuana products to the originating Marijuana Retailer once all deliveries included on a manifest have been made. Marijuana and marijuana products cannot be held or warehoused by a Marijuana Courier overnight.

65. When a Marijuana Courier has completed all deliveries for the day, and does not need to return marijuana and marijuana product to another Marijuana Establishment, can the delivery agent return the vehicle to the principal place of business or an off-site location?

Yes, the Marijuana Courier may allow its agents to return the delivery vehicle to the principal place of business or an off-site location if this location complies with local and special bylaws or ordinances. The delivery log required to be maintained should track the vehicle's mileage 1) when the vehicle leaves the Marijuana Retailer, 2) each time it arrives at a consumer's residence, and 3) when it returns to the Marijuana Retailer, principal place of business, or an off-site location as permitted. A notation should be made indicating the return trip was to this final location.

66. During which hours is a Delivery licensee prohibited from performing deliveries?

Deliveries shall not occur between the hours of 9:00 p.m. and 8:00 a.m. unless explicitly allowed by a city or town's bylaw or ordinance.

67. How does the local tax option apply to a transaction where both marijuana and non-marijuana products, such as marijuana accessories and branded goods, are sold?

When marijuana and marijuana products are sold at retail, there is a calculation of the state

sales tax, state excise tax, and if applicable, a local option tax imposed by cities or towns. For a Marijuana Retailer, Delivery Operator or Microbusiness with a Delivery Endorsement, the rate of the local tax option is set by the host community and calculated for retail sales of marijuana and marijuana products.

Retail sales of non-marijuana products, such as accessories and branded goods are generally only subject to the state sales tax if they are separately identified on the receipt given to the purchaser at the time of the sale.

68. Is the Marijuana Courier required to pay the taxes on marijuana and marijuana products delivered to consumers?

No. For marijuana and marijuana products, the Marijuana Retailer, not the Marijuana Courier, is required to pay the state excise tax, the state sales tax, and any applicable local option tax on the products delivered to consumers.

69. How should Marijuana Retailers, including Delivery Operator Licensees and Microbusinesses with a Delivery Endorsement, separately state transactions where marijuana is sold along with non-marijuana products, such as marijuana accessories branded goods?

Marijuana Retailers, including Delivery Operator Licensees and Microbusinesses with a Delivery Endorsement, must separately identify the amount of the total sales price for sales of marijuana and marijuana products and for sales of other goods, e.g., accessories or branded goods, or services, on the purchaser's receipt. If there is a sale of accessories and branded goods and these sales are identified separately, only the state sales tax needs to be calculated, not the state excise tax or local option tax. You should be aware that some branded goods, i.e., articles of clothing, may be exempt from the sales tax. If the sale of different goods are identified not separately on the purchaser's receipt, all of these taxes will be calculated for the total sales price. For more information, see DOR's Sales and Use Tax Guide.

DOR, not the Commission, regulates taxation, so licensees are encouraged to review DOR's



guidance, or consult with DOR or their own counsel on how taxes are collected on particular goods and for a particular sale.

EXHIBIT 4

CCC Delivery Regulation Excerpts

935 CMR 500.000: ADULT USE OF MARIJUANA

Section

- 500.001: Purpose
- 500.002: Definitions
- 500.003: Colocated Marijuana Operations (CMOs)
- 500.005: Fees
- 500.029: Registration and Conduct of Laboratory Agents
- 500.030: Registration of Marijuana Establishment Agents
- 500.031: Denial of a Marijuana Establishment Agent Registration Card
- 500.032: Revocation of a Marijuana Establishment Agent Registration Card
- 500.033: Void Registration Cards
- 500.040: Leadership Rating Program for Marijuana Establishments and Marijuana-related Businesses
- 500.050: Marijuana Establishments
- 500.100: Application for Licensing of Marijuana Establishments
- 500.101: Application Requirements
- 500.102: Action on Applications
- 500.103: Licensure and Renewal
- 500.104: Notification and Approval of Changes
- 500.105: General Operational Requirements for Marijuana Establishments
- 500.110: Security Requirements for Marijuana Establishments
- 500.120: Additional Operational Requirements for Indoor and Outdoor Marijuana Cultivators
- 500.130: Additional Operational Requirements for Marijuana Product Manufacturers
- 500.140: Additional Operational Requirements for Retail Sale
- 500.141: Additional Operational Requirements for Social Consumption Establishments
- 500.145: Additional Operational Requirements for Delivery of Marijuana, Marijuana Products, Marijuana Accessories, and Marijuana Establishment Branded Goods to Consumers and as Permitted, to Patients or Caregivers
- 500.146: Additional Operational Requirements for Marijuana Delivery Operators
- 500.147: Operational Requirements for Marijuana Research Facility Licensees and Research Permits
- 500.150: Edibles
- 500.160: Testing of Marijuana and Marijuana Products
- 500.170: Municipal Requirements
- 500.200: Counties of Dukes County and Nantucket
- 500.300: Complaints Process
- 500.301: Inspections and Compliance
- 500.302: Compliance Examination
- 500.303: Unannounced Purchase for Purpose of Investigative Testing (Secret Shopper Program)
- 500.310: Deficiency Statements
- 500.320: Plans of Correction
- 500.321: Administrative Hold
- 500.330: Limitation of Sales
- 500.335: Removal and Prohibition of Marijuana and Marijuana Products
- 500.340: Quarantine Order
- 500.350: Cease and Desist Order and Summary Suspension Order
- 500.360: Fines
- 500.370: Order to Show Cause
- 500.400: Marijuana Establishments: Grounds for Denial of Application for Licensure
- 500.415: Void Marijuana Establishment License
- 500.450: Marijuana Establishment License: Grounds for Suspension, Revocation and Denial of Renewal Applications
- 500.500: Hearings and Appeals of Actions on Licenses
- 500.800: Suitability Standard for Licensure and Registration
- 500.801: Suitability Standard for Licensure
- 500.802: Suitability Standard for Registration as a Marijuana Establishment Agent
- 500.803: Suitability Standard for Registration as a Laboratory Agent
- 500.820: Confidentiality
- 500.830: Petitions for the Adoption, Amendment or Repeal of Regulations
- 500.840: Non-conflict with Other Laws
- 500.850: Waivers
- 500.860: Notice
- 500.900: Severability

500.002: continued

Debilitating means causing weakness, cachexia, wasting syndrome, intractable pain, or nausea, or impairing strength or ability, and progressing to such an extent that one or more of a patient's major life activities is substantially limited.

Debilitating Medical Condition means cancer, glaucoma, positive status for human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), hepatitis C, amyotrophic lateral sclerosis (ALS), Crohn's disease, Parkinson's disease, and multiple sclerosis (MS), when such diseases are debilitating, and other Debilitating conditions as determined in writing by a Qualifying Patient's healthcare provider.

Delivery Agreement means a contract between a licensed Marijuana Establishment and a Delivery Licensee or Marijuana Establishment with a Delivery Endorsement to deliver Marijuana or Marijuana Products from the Marijuana Establishment directly to Consumers and as permitted, Marijuana Couriers to Patients and Caregivers, under the provisions of a Delivery License.

Delivery Endorsement means authorization granted to Licensees in categories of Marijuana Establishments identified by the Commission to perform deliveries directly from the establishment to Consumers.

Delivery Items means Finished Marijuana Products, Marijuana Accessories, and Marijuana Establishment Branded Goods.

Delivery License means either a Marijuana Courier License or a Marijuana Delivery Operator License.

Delivery Licensee means either a Marijuana Courier or a Marijuana Delivery Operator authorized to deliver Marijuana and Marijuana Products directly to Consumers and as permitted, Marijuana Couriers to Patients and Caregivers.

Department of Agricultural Resources (MDAR) means the Massachusetts Department of Agricultural Resources, unless otherwise specified. MDAR has jurisdiction over Hemp and Pesticides.

Department of Criminal Justice Information Services (DCJIS) means the Massachusetts Department of Criminal Justice Information Services, unless otherwise specified. DCJIS shall have the same meaning as defined in 803 CMR 2.02: *Definitions*.

Department of Public Health (DPH) means the Massachusetts Department of Public Health, unless otherwise specified. DPH is the agency that administered the Medical Use of Marijuana Program prior to 2019.

Department of Revenue (DOR) means the Massachusetts Department of Revenue, unless otherwise specified.

Department of Unemployment Assistance (DUA) means the Massachusetts Department of Unemployment Assistance, unless otherwise specified.

Duress Alarm means a silent security alarm signal generated by the entry of a designated code into an Arming Station that signals an alarm user is under duress and turns off the system.

Economic Empowerment Priority Applicant means an applicant who, as an entity or through an individual certified by the Commission in 2018, meets and continues to meet three or more of the following six criteria, at least one of which shall be a majority-equity-ownership criterion:

1. Majority-equity-ownership Criteria:
 - a. A majority (more than 50%) of ownership belongs to people who have lived for five of the preceding ten years in an Area of Disproportionate Impact, as determined by the Commission.

500.002: continued

- b. A majority (more than 50%) of ownership has held one or more previous positions where the primary population served were disproportionately impacted, or where primary responsibilities included economic education, resource provision or empowerment to disproportionately impacted individuals or communities.
 - c. A majority (more than 50%) of the ownership is made up of individuals from Black, African American, Hispanic or Latino descent.
2. Additional Criteria:
- a. At least 51% of current employees or subcontractors reside in Areas of Disproportionate Impact and by the first day of business, the ratio will meet or exceed 75%.
 - b. At least 51% of employees or subcontractors have drug-related CORI and are otherwise legally employable in Cannabis enterprises.
 - c. Other significant articulable demonstration of past experience in or business practices that promote economic empowerment in Areas of Disproportionate Impact. This applicant has priority for the purposes of the review of its license application.

Edibles means a Marijuana Product that is to be consumed by humans by eating or drinking. These products, when created or sold by a Marijuana Establishment or an MTC, shall not be considered a food or a drug as defined in M.G.L. c. 94, § 1.

Electronic Certification means a document signed or executed electronically by a Certifying Healthcare Provider, stating that in the healthcare professional's professional opinion, the potential benefits of the medical use of Marijuana would likely outweigh the health risks for the Qualifying Patient. Such certification shall be made only in the course of a *Bona Fide* Healthcare Provider-patient Relationship and shall specify the Qualifying Patient's Debilitating Medical Condition. Electronic Certifications, on submission by a Certifying Healthcare Provider to the Commission, shall automatically generate a temporary registration.

Enclosed Area means an indoor or outdoor area equipped with locks or other security devices, which is accessible only to Consumers, Marijuana Establishment Agents, Registered Qualifying Patients, or Caregivers.

Equity Holder means a person or entity that holds, or may hold as a result of one or more of the following including, without limitation, vesting, conversion, exercising an option, a right of first refusal, or any agreement that would trigger an automatic transfer of or conversion to equity, any amount of equity in a Marijuana Establishment or an MTC.

Executive means members of the board of directors, executive officers, executive director, manager, or their equivalent, of a Marijuana Establishment, MTC, or Independent Testing Laboratory.

Executive Office of Energy and Environmental Affairs (EOEEA) means the Massachusetts Executive Office of Energy and Environmental Affairs, unless otherwise specified.

Existing Licensee Transporter means an entity that is otherwise licensed by the Commission and also licensed to purchase, obtain, and possess Marijuana or Marijuana Products solely for the purpose of transporting, temporary storage, sale and distribution on behalf of other Marijuana Establishments or MTCs to other establishments, but not to Consumers.

Expedited Applicant means an applicant for a Marijuana Microbusiness, Marijuana Craft Cooperative, Independent Testing Laboratory, or Outdoor Marijuana Cultivator license; a Social Equity Participant; a minority, woman, and/or veteran-owned business; eligible for expedited review prior to other General Applicants.

Fingerprint-based Background Check Trust Fund means a fund established under M.G.L. c. 29, § 2HHHH, in which fees for fingerprint background checks are deposited.

Finished Marijuana means Usable Marijuana, Cannabis resin or Cannabis concentrate.

500.002: continued

Finished Marijuana Product means a Marijuana Product that is completely manufactured and ready for retail sale and shall include Finished Marijuana that has been separated into individual packages or containers for sale.

Flowering means the gametophytic or reproductive state of Cannabis or Marijuana in which the plant produces flowers, trichomes, and Cannabinoids characteristic of Marijuana.

Food and Drug Administration (FDA) means the United States Food and Drug Administration.

General Applicant means an applicant that has not been certified as an Economic Empowerment Priority Applicant or an MTC Priority Applicant; and is not eligible to be an Expedited Applicant.

Greenhouse means a structure or thermally isolated Enclosed Area of a building that maintains a specialized sunlit environment used for and essential to the cultivation, protection or maintenance of plants.

Hardship Cultivation Registration means a registration issued to a Registered Qualifying Patient under the requirements of 935 CMR 501.027: *Hardship Cultivation Registration*.

Healthcare Clinician or Provider means a Certifying Physician, Certifying Certified Nurse Practitioner or Certifying Physician Assistant qualified under 935 CMR 501.000: *Medical Use of Marijuana*, to issue Written Certifications for the medical use of Marijuana.

Hemp means the plant of the genus Cannabis or any part of the plant, whether growing or not, with a delta-9-tetrahydrocannabinol concentration that does not exceed 0.3% on a dry weight basis of any part of the plant of the genus Cannabis, or per volume or weight of Marijuana Product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus Cannabis, regardless of moisture content. MDAR has jurisdiction over Hemp.

Holdup Alarm means a silent alarm signal generated by the manual activation of a device that signals a robbery in progress.

Horticultural Lighting Equipment (HLE) means any lighting equipment (*e.g.*, fixtures, bulbs, ballasts, controls, *etc.*) that uses energy for the cultivation of plants, at any stage of growth (*e.g.*, germination, cloning/Mother Plants, Propagation, Vegetation, Flowering, and harvest).

Horticulture Lighting Square Footage (HLSF) means an area to be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain plants at any point in time, at any stage of growth, including all of the space(s) within the boundaries. HLSF may be noncontiguous, but each unique area included in the total HLSF calculations shall be separated by an identifiable boundary which includes, but is not limited to: interior walls, shelves, Greenhouse walls, hoop house walls, garden benches, hedge rows, fencing, garden beds, or garden plots. If plants are being cultivated using a shelving system, the surface area of each level shall be included in the total HLSF calculation.

Host Community means a municipality in which a Marijuana Establishment or Independent Testing Laboratory is located or in which an applicant has proposed locating an establishment.

Immature Plant means a rooted plant in the Vegetation stage of development that is no taller than eight inches, no wider than eight inches, and is in a growing/cultivating container.

Immediate Family Member means a spouse, parent, child, grandparent, grandchild, or sibling, including in-laws.

Impassible Barrier means, for the purposes of determining the 500 feet buffer zone, a highway, public or private way or path, inaccessible structure, body of water, or other obstruction that renders any part of the 500-foot straight-line distance between a Marijuana Establishment Entrance and a School Entrance inaccessible by a pedestrian or automobile.

500.002: continued

Independent Testing Laboratory means a laboratory that is licensed or registered by the Commission and is:

- (a) Currently and validly licensed under 935 CMR 500.101, or formerly and validly registered by the Commission;
- (b) Accredited to ISO 17025: 2017 or the 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;
- (c) Independent financially from any MTC Marijuana Establishment or Licensee; and
- (d) Qualified to test Marijuana and Marijuana Products, including MIPs, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Individual Order means a delineated amount of Finished Marijuana Products to be delivered by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement to an individual Consumer and as permitted, a Marijuana Courier to a Patient or Caregiver, and not to exceed the individual possession amount limits as determined by statute.

Inducement means money or any other thing of substantial value intended to persuade or influence a person or entity to take an action or refrain from taking an action.

Informed Consent means the consent obtained by a Research Licensee from potential participants in a research project that explains to potential participants the risks and potential benefits of a study, and the rights and responsibilities of the parties involved.

Informed Consent Form means the document provided to potential participants in a research project that explains to potential participants the risks and potential benefits of a study, and the rights and responsibilities of the parties involved.

Institutional Caregiver means an employee of a hospice program, long-term care facility, or hospital providing care to a Registered Qualifying Patient on the Premises of a long-term care facility, hospital or through a hospice program.

Institutional Review Board means a specifically constituted administrative body established or designated by a Marijuana Research Facility Licensee to review and oversee the design and methods of a research project and, where human or animal subject are a component of the research, to protect the rights and welfare of persons recruited to participate in research.

Known Allergen means milk, egg, fish, crustacean shellfish, tree nuts, wheat, peanuts, and soybeans, or such other allergen identified by the U.S. Food and Drug Administration (FDA).

Laboratory Agent means an employee of an Independent Testing Laboratory registered in accordance with 935 CMR 500.029, who transports, possesses or tests Cannabis or Marijuana in compliance with 935 CMR 500.000.

Law Enforcement Authorities means local law enforcement including, but not limited to, the local police and fire departments within the municipality where the Licensee is sited, unless otherwise indicated.

License means the certificate issued by the Commission that confirms that a Marijuana Establishment or an Independent Testing Laboratory has met all applicable requirements pursuant to St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000. A Marijuana Establishment or Independent Testing Laboratory may hold a provisional or final License.

Licensee means a person or entity on the application and licensed by the Commission to operate a Marijuana Establishment or Independent Testing Laboratory under St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000. Any person or entity that solely provides initial capital to establish or operate the establishment and to whom, in return for the initial capital, requires only repayment of the loan and does not have any ownership or direct or indirect authority to control the Marijuana Establishment or Independent Testing Laboratory, will not be a Licensee.

500.002: continued

Life-limiting Illness means a Debilitating Medical Condition that does not respond to curative treatments, where reasonable estimates of prognosis suggest death may occur within two years.

Lighting Power Density (HLPD) means a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, (HLE / HLSF = HLPD) expressed as number of watts per square foot.

Limitation on Sales means a limitation on the sales of Marijuana or Marijuana Products by a Marijuana Establishment Licensee or Registrant arising from the regulations and until substantial compliance by a Licensee or Registrant with a law, regulation, guidance or other requirement for licensure or registration.

Limited Access Area means an indoor or outdoor area on the Premises of a Marijuana Establishment where Marijuana or Marijuana Products, or their byproducts are cultivated, stored, weighed, packaged, Processed, or disposed, under the control of a Marijuana Establishment, with access limited to only those Marijuana Establishment or Laboratory Agents designated by the Establishment after receipt of a Final License.

Local Authorities means local municipal authorities, unless otherwise indicated.

Manufacture means to compound, blend, extract, infuse or otherwise make or prepare a Marijuana Product.

Marijuana (or Cannabis) means all parts of any plant of the *genus Cannabis*, not excepted in 935 CMR 500.002(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin, including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) The mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) The weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Accessories (or Cannabis Accessories) means equipment, products, devices or materials of any kind that are intended or designed for use in planting, Propagating, cultivating, growing, harvesting, Manufacturing, compounding, converting, producing, Processing, preparing, testing, analyzing, packaging, Repackaging, storing, containing, ingesting, inhaling or otherwise introducing Cannabis or Marijuana into the human body.

Marijuana Courier means an entity licensed to deliver Finished Marijuana Products, Marijuana Accessories and Branded Goods directly to Consumers from a Marijuana Retailer, or directly to Registered Qualifying Patients or Caregivers from an MTC, but is not authorized to sell Marijuana or Marijuana Products directly to Consumers, Registered Qualifying Patients or Caregivers and is not authorized to Wholesale, Warehouse, Process, Repackage, or White Label. A Marijuana Courier is an additional license type under M.G.L. c. 94G, § 4(b)(1) that allows for limited delivery of Marijuana or Marijuana Products to Consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002 or 500.050 and shall be subject to 935 CMR 500.050(1)(b).

Marijuana Cultivator means an entity licensed to cultivate, Process and package Marijuana, and to Transfer Marijuana to other Marijuana Establishments, but not to Consumers. A Craft Marijuana Cooperative is a type of Marijuana Cultivator.

500.002: continued

Marijuana Delivery Operator or Delivery Operator means an entity licensed to purchase at Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative, and White Label, sell and deliver Finished Marijuana Products, Marijuana Accessories and Marijuana Branded Goods directly to Consumers, but is not authorized to Repackage Marijuana or Marijuana Products or operate a storefront under this license. A Delivery Operator is an additional license type under M.G.L. c. 94G, § 4(b)(1) that allows for limited delivery of Marijuana or Marijuana Products to Consumers; and shall not be considered to be a Marijuana Retailer under 935 CMR 500.002 or 500.050 and shall be subject to 935 CMR 500.050(1)(b).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery Licensee, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee) Social Consumption Establishment (as defined in 935 CMR 500.002: Social Consumption Establishment) or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Marijuana Establishment Branded Good means a merchandise item offered for sale by a Marijuana Establishment, and identifiable as being of a particular Marijuana Establishment, distinct from those of other entities, by having the Marijuana Establishment's Brand Name. A Marijuana Establishment Branded Good does not include Marijuana, Marijuana Products, or Marijuana Accessories. It may include apparel, water bottles or other similar non-edible merchandise.

Marijuana Establishment Entrance means the entrance or entrances that provides ingress and egress to Consumers, Registered Qualifying Patients and Caregivers to the Marijuana Establishment.

Marijuana-infused Product (MIP) means a Marijuana Product infused with Marijuana that is intended for use or consumption including, but not limited to, Edibles, ointments, aerosols, oils, and Tinctures. A Marijuana-infused Product (MIP), when created or sold by a Marijuana Establishment or an MTC, shall not be considered a food or a drug as defined in M.G.L. c. 94, § 1. MIPs are a type of Marijuana Product.

Marijuana Products (or Cannabis Products) means Marijuana and its products, unless otherwise indicated. Marijuana Products includes products that have been Manufactured and contain Cannabis, Marijuana, or an extract from Cannabis or Marijuana, including concentrated forms of Marijuana and products composed of Marijuana and other ingredients that are intended for use or consumption, including Edibles, Beverages, topical products, ointments, oils and Tinctures. Marijuana Products include Marijuana-infused Products (MIPs) defined in 935 CMR 500.002.

Marijuana Product Manufacturer means an entity licensed to obtain, Manufacture, Process and package Marijuana or Marijuana Products and to Transfer these products to other Marijuana Establishments, but not to Consumers.

Marijuana Regulation Fund means the fund established under M.G.L. c. 94G, § 14, in which fees, fines, and other monies collected by the Commission are deposited, except for fees collected by the Commission on behalf of other state agencies.

Marijuana Research Facility means the Premises at which a Marijuana Research Facility Licensee is approved to conduct research.

500.002: continued

- (b) A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
- (c) A Close Associate;
- (d) A Person or Entity that has the right to control or authority, through contract or otherwise including, but not limited to:
 1. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments;
 2. To appoint more than 50% of the directors or their equivalent;
 3. To appoint or remove Corporate-level officers or their equivalent;
 4. To make major marketing, production, and financial decisions;
 5. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
 6. To earn 10% or more of the profits or collect more than 10% of the dividends.
- (e) A Court Appointee or assignee pursuant to an agreement for a general assignment or Assignment for the Benefit of Creditors; or
- (f) A Third-party Technology Platform Provider that possesses any financial interest in a Delivery Licensee including, but not limited to, a Delivery Agreement or other agreement for services.

Person or Entity Having Indirect Control means any person or entity having indirect control over operations of a Marijuana Establishment. It specifically includes any Person or Entity Having Direct Control over an indirect holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

Pesticide means a substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest, and any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant; provided that Pesticide shall not include any article that is a "new animal drug" within the meaning of § 201(v) of the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 321(v)), or that has been determined by the Secretary of the United States Department of Health and Human Services not to be a new animal drug by a regulation establishing conditions of use for the article, or that is an animal feed within the meaning of § 201(w) of such act (21 U.S.C. § 321(w)).

Preapproved Court Appointee means a person or entity preapproved by the Commission pursuant to 935 CMR 500.104(3)(c) to serve as a Court Appointee over a Licensee or its delegee which may be recommended to a court of competent jurisdiction.

Pre-certification Application means an application reviewed by the Commission for pre-certification prior to provisional licensure. The Pre-certification Application may be available in a form and manner determined by the Commission.

Pre-verification means the process of a Marijuana Establishment examining the identification presented by an individual Consumer to confirm that the identification is valid and matches the individual presenting it and collecting the information required by 935 CMR 500.000 prior to that Consumer being able to receive deliveries of Marijuana or Marijuana Products to the Consumer's Residence. A Marijuana Establishment may not acquire or record personal information about Consumers other than information typically required in a retail transaction.

Premises means any indoor or outdoor location over which a Marijuana Establishment or Independent Testing Laboratory or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.

Priority Applicant means an MTC Priority Applicant (formerly a Registered Marijuana Dispensary or RMD Priority Applicant) or an Economic Empowerment Priority Applicant.

Process or Processing means to harvest, dry, cure, trim and separate parts of the Cannabis or Marijuana plant by manual or mechanical means, except it shall not include Manufacture as defined in 935 CMR 500.002.

935 CMR: CANNABIS CONTROL COMMISSION

500.002: continued

Tincture means a Cannabis-infused alcohol or oils concentrate administered orally in small amounts using a dropper or measuring spoon. Tinctures are not considered an Edibles under 935 CMR 500.000 and are not subject to the dosing limitations applicable to Edibles.

Transfer means the sale of Marijuana or Marijuana Products from a Marijuana Establishment to a separate Marijuana Establishment, Independent Testing Laboratory or MTC (but not to Consumers) subject to entry of the transaction in the Commission's Seed-to-sale SOR.

United States (U.S.) means the United States of America.

Unreasonably Impracticable means that the measures necessary to comply with the regulations, ordinances or bylaws adopted pursuant to St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, M.G.L. c. 94I, 935 CMR 500.000, or 501.000: *Medical Use of Marijuana* subject Licensees to unreasonable risk or require such a high investment of risk, money, time or any other resource or asset that a reasonably prudent businessperson would not operate a Marijuana Establishment.

Usable Marijuana means the fresh or dried leaves and flowers of the female Marijuana plant and any mixture or preparation thereof, including Marijuana, Marijuana Products or MIPs, but does not include the seedlings, seeds, stalks, roots of the plant, or Marijuana rendered unusable in accordance with 935 CMR 500.105(12)(c).

Vault means a secured, limited access storage room within a Marijuana Establishment that is outfitted with adequate security features for the purposes of storing Marijuana or Marijuana Products or cash. A vault must be adequately sized to store inventory that is not being actively handled for purposes of dispensing, packaging, processing or transportation.

Vegetation means the sporophytic state of the Cannabis or Marijuana plant, which is a form of asexual reproduction in plants during which plants do not produce resin or flowers and are bulking up to a desired production size for Flowering.

Vegetative Plant means a plant in a stage of Vegetation.

Vendor Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator or a Marijuana Product Manufacturer licensed under the provisions of 935 CMR 500.000 that is provided to a Marijuana Product Manufacturer, a Marijuana Retailer or a Delivery Operator to promote product awareness.

Verified Financial Hardship means that an individual is a recipient of MassHealth, or Supplemental Security Income, or the individual's income does not exceed 300% of the federal poverty level, adjusted for family size.

Veteran means a person who served in the active military, naval air, or space service of the United States and who was discharged or released under conditions other than dishonorable.

Visitor means an individual, other than a Marijuana Establishment Agent or Laboratory Agent, authorized by the Marijuana Establishment or Independent Testing Laboratory to be on the Premises of an Establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000; provided, however, that no such individual shall be younger than 21 years old.

Visitor Identification Badge means a badge issued by an MTC, Marijuana Establishment or the Commission to be used at all times while on the Premises of a Marijuana Establishment or an MTC or Independent Testing Laboratory. These identification badges shall be issued in a form and manner determined by the Commission.

Waiver of Consent means the document signed by potential participants or the legal guardians of potential participants that waives one or more elements of consent.

500.002: continued

Warehouse means an indoor structure or a portion of the structure on the Licensee's Premises used by a Marijuana Establishment for the onsite storage of Marijuana and Marijuana Products in compliance with the regulatory requirements of 935 CMR 500.000, including the requirements for security, storage and disposal. For Delivery Operators, the location of the Warehouse shall be the Licensee's principle place of business in the host community.

Warehousing means the on-site storage of Marijuana and Marijuana Products that have been purchased at wholesale for eventual resale.

White Labeling means to affix a product label that includes the branding, including the name and logo, of a specific Marijuana Establishment Licensee to a Finished Marijuana Product that was previously produced and packaged by a licensed Product Manufacturer, Cultivator, Microbusiness or Craft Marijuana Cooperative for sale to Consumers. Vaporizer Devices shall not be white labeled. White labeled products shall be required to comply with 935 CMR 500.105(5), and (6), 935 CMR 500.130(6) and 935 CMR 500.146(7).

Wholesale means the Transfer of Marijuana or Marijuana Product between Marijuana Establishments.

Wholesale Agreement means a contract between Marijuana Establishments defining the terms of Transfer of Marijuana or Marijuana Products between the Marijuana Establishments.

Written Certification means a form submitted to the Commission by a Massachusetts licensed Certifying Healthcare Provider describing the Qualifying Patient's pertinent symptoms, specifying the patient's Debilitating Medical Condition, and stating that in the physician's professional opinion the potential benefits of the medical use of Marijuana would likely outweigh the health risks for the patient.

14-day Supply means that amount of Marijuana, or equivalent amount of Marijuana in MIPs, that a Registered Qualifying Patient would reasonably be expected to need over a period of 14 calendar days for the Patient's personal medical use, which is 2.5 ounces, subject to 935 CMR 501.010(10), unless otherwise determined by a Certifying Healthcare Provider.

60-day Supply means that amount of Marijuana, or equivalent amount of Marijuana in MIPs, that a Registered Qualifying Patient would reasonably be expected to need over a period of 60 calendar days for his or her personal medical use, which is ten ounces, subject to 935 CMR 501.010(10), unless otherwise determined by a Certifying Healthcare Provider.

500.003: Colocated Marijuana Operations (CMOs)

An adult-use Marijuana Cultivator, Product Manufacturer or Retailer also be licensed as an MTC as defined in to 935 CMR 501.002. No other adult-use license type qualifies to be a CMO. Unless otherwise specified, a CMO shall comply with the requirements of each of the adult-use and medical-use license located on the Premises of the CMO.

500.005: Fees

(1) Marijuana Establishment Application and License Fees.

- (a) Each applicant for licensure as a Marijuana Establishment shall pay to the Commission a nonrefundable application fee, annual license fee, and to the Seed-to-sale SOR provider, a monthly Seed-to-sale licensing fee. These fees do not include the costs associated with the Seed-to-sale licensing system, which includes a monthly program fee and fees for plant and package tags. These fees do not include the costs associated with criminal background checks as required under 935 CMR 500.030 or 935 CMR 500.101(1)(b)

(b) Waiver of Fees.

1. Application fees are waived for:
 - a. Microbusinesses;

500.050: continued

1. Third-party Transporter. An entity formerly registered or currently licensed to do business in Massachusetts that does not hold another Marijuana Establishment license pursuant to 935 CMR 500.050 and is not formerly registered or currently licensed as an MTC pursuant to 935 CMR 501.000: *Medical Use of Marijuana*. A Third-party Transporter is permitted to transport Marijuana and Marijuana Products between Marijuana Establishments and between MTCs.
 2. Existing Licensee Transporter. A Marijuana Establishment that wishes to contract with other Marijuana Establishments to transport their Marijuana Products to other Marijuana Establishments.
 - (b) All Marijuana Transporter, their agents and employees, who contract with a Marijuana Establishment to transport Marijuana Products shall comply with M.G.L. c. 94G, and 935 CMR 500.000.
 - (c) Marijuana Transporters will be allowed to Warehouse Marijuana Products in a form and manner determined by the Commission.
- (10) Marijuana Courier.
- (a) A Marijuana Courier may deliver Marijuana or Marijuana Products directly to Consumers from a Marijuana Retailer or to Patients or Caregivers from an MTC with which the Marijuana Courier has a Delivery Agreement. A Marijuana Courier may be an Owner of or have a controlling interest in a Cultivation, Product Manufacturing, Social Consumption Establishment, Research, Retail or Transportation license
 - (b) A Marijuana Courier shall be limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants or Social Equity Program Participants for a period of 36 months from the date the first Delivery Operator Licensee receives a notice to commence operations; provided, however, that the Commission may vote to extend that period following a determination that the goal of the exclusivity period to promote and encourage full participation in the regulated Marijuana industry by people from communities that have previously been disproportionately harmed by Marijuana prohibition and enforcement of the law has not been met; and the Commission may vote to expand eligibility for Delivery Licenses during the exclusivity period pursuant to 935 CMR 500.050(10)(b)4.
 1. The Commission shall develop criteria for evaluating whether the goals of the exclusivity period are met, which shall include, but not be limited to:
 - a. Overall rates of participation in the regulated marijuana industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement of the law;
 - b. Overall rates of participation in the regulated Marijuana industry by people of color;
 - c. Licenses granted to businesses with majority ownership comprised of Economic Empowerment Priority Applicants and Social Equity Program Participants;
 - d. Number of registered agents who are Social Equity Program Participants;
 - e. Number of Delivery Licensees in operation and business performance relative to other Marijuana Establishments;
 - f. Financial feasibility of continued participation in the regulated Marijuana industry by communities that have previously been disproportionately harmed by Marijuana prohibition and enforcement of the law if exclusivity period ends; and
 - g. Any other information the Commission determines relevant.
 2. The Commission shall collect and report on data measuring the criteria throughout the exclusivity period. The Commission shall begin evaluating whether the goals of the exclusivity period have been met at least eight months before the end of the 36-month period to provide adequate time to consider whether an extension of the 36-month period is necessary prior to the conclusion of that time period.
 3. The licenses shall generally be available to applicants after the 36-month period unless the Commissioners affirmatively votes to extend the period of exclusivity by a period of 12 months after the first 36-month period. Any subsequent extension of the exclusivity period would require the Commission affirmatively to find that the goals and objectives of the exclusivity period as set forth in 935 CMR 500.050(10)(b)1. have not been met.

500.050: continued

4. If data collected by the Commission demonstrates progress toward the goals and objectives of the exclusivity period as set forth in 935 CMR 500.050(10)(b)1. and that demand for Consumer delivery is likely to exceed the supply that could be provided by businesses that meet the exclusivity requirements during the exclusivity period, the Commission may vote during the exclusivity period to allow the following additional businesses to own Delivery Licenses:

- a. Worker-owned cooperatives organized to operate consistently with the Seven Cooperative Principles established by the International Cooperative Alliance in 1995; or
- b. Massachusetts Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Business Enterprises (VBE) with valid certification from the SDO.
- c. No person or entity other than those disclosed in the application shall be a Person or Entity Having Direct or Indirect Control in a Delivery License.
- d. No Person or Entity with Direct or Indirect Control shall possess, or be granted, more than two Delivery Licenses.
- e. After January 8, 2021, any application or license classified as a Delivery-only license pursuant to previously adopted regulations shall be converted to a Delivery Courier application or license governed by 935 CMR 500.050(10).

(11) Marijuana Delivery Operator.

(a) A Delivery Operator may Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative and sell and deliver directly to Consumers. A Delivery Operator may be an Owner of or have a controlling interest in a Cultivation, Product Manufacturing, Social Consumption Establishment, Research, Transportation or Retail license, subject to the limitations stated in 935 CMR 500.050(11)(e).

(b) A Delivery Operator Licensee shall operate a Warehouse for the purpose of storing Finished Marijuana Products.

(c) Notwithstanding that a Delivery Operator is not considered to be a Marijuana Retailer as defined under 935 CMR 500.002 or authorized to engage in permitted activities under 935 CMR 500.050(8), but is authorized to sell Finished Marijuana Products directly to consumers, a Delivery Operator shall register as a vendor with the Department of Revenue and collect and remit marijuana retail taxes in accordance with 830 CMR 64N.1.1: *Marijuana Retail Taxes*.

(d) Delivery Operator Licenses shall be limited on an exclusive basis to businesses controlled by and with majority ownership comprised of Economic Empowerment Priority Applicants or Social Equity Program Participants for a period of 36 months from the date the first Delivery Operator Licensee receives a notice to commence operations; provided, however, that the Commission may vote to extend that period following a determination that the goal of the exclusivity period to promote and encourage full participation in the regulated Marijuana industry by people from communities that have previously been disproportionately harmed by Marijuana prohibition and enforcement of the law has not been met; and the Commission may vote to expand eligibility for Delivery Licenses during the exclusivity period pursuant to 935 CMR 500.050(11)(d)4.

1. The Commission shall develop criteria for evaluating whether the goals of the exclusivity period are met, which shall include, but not be limited to:

- a. Overall rates of participation in the regulated marijuana industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement of the law;
- b. Overall rates of participation in the regulated Marijuana industry by people of color;
- c. Licenses granted to businesses with majority ownership comprised of Economic Empowerment Priority Applicants and Social Equity Program Participants;
- d. Number of registered agents who are Social Equity Program Participants;
- e. Number of Delivery Licensees in operation and business performance relative to other Marijuana Establishments;
- f. Financial feasibility of continued participation in the regulated Marijuana industry by communities that have previously been disproportionately harmed by Marijuana prohibition and enforcement of the law if exclusivity period ends; and

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- g. Any other information the Commission determines relevant.
 - 2. The Commission shall collect and report on data measuring the criteria throughout the exclusivity period. The Commission shall begin evaluating whether the goals of the exclusivity period have been met at least eight months before the end of the 36-month period to provide adequate time to consider whether an extension of the 36-month period is necessary prior to the conclusion of that time period.
 - 3. The licenses shall generally be available to applicants after the 36-month period unless the Commissioners affirmatively votes to extend the period of exclusivity by a period of 12 months after the first 36-month period. Any subsequent extension of the exclusivity period would require the Commission affirmatively to find that the goals and objectives of the exclusivity period as set forth in 935 CMR 500.050(11)(d)1. have not been met.
 - 4. If data collected by the Commission demonstrates progress toward the goals and objectives of the exclusivity period as set forth in 935 CMR 500.050(11)(d)1. and that demand for consumer delivery is likely to exceed the supply that could be provided by businesses that meet the exclusivity requirements during the exclusivity period, the Commission may vote during the exclusivity period to allow the following additional businesses to own Delivery Licenses:
 - a. Worker-owned cooperatives organized to operate consistently with the Seven Cooperative Principles established by the International Cooperative Alliance in 1995; or
 - b. Massachusetts Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Business Enterprises (VBE) with valid certification from the SDO.
 - (e) No person or entity other than those disclosed in the application shall be a Person or Entity Having Direct or Indirect Control in a Delivery Operator License.
 - (f) No Person or Entity Having Direct or Indirect Control in a Delivery Operator License shall obtain, or be granted, more than a combined total of two Delivery Licenses, subject to the limitations in 935 CMR 500.050(1)(b).
 - (g) Two years from the date the first Delivery Operator Licensee receives a notice to commence operations, the Commission or its designee shall commence an evaluation of the development of the Cannabis delivery market in the Commonwealth of Massachusetts, which may include assessing the competitiveness and concentration of the market, the repackaging and white labeling requirements, and any other matter as determined by the Commission. The Commission shall complete its evaluation within four months, unless the Commission determines that there is a reasonable basis for an extension. The Commission may take any action including, but not limited to, issuing regulations or guidance, it deems necessary to address issues with market development.
- (12) Marijuana Research Facility Licensee.
- (a) A Marijuana Research Facility Licensee may conduct research after receiving approval from the Commission. A license to operate a Marijuana Research Facility shall be separate from receipt of a Research Permit to conduct a specific research project at the Marijuana Research Facility.
 - (b) A Marijuana Research Facility Licensee may be an academic institution, nonprofit corporation or domestic corporation or entity authorized to do business in the Commonwealth, including a licensed Marijuana Establishment or MTC.
 - (c) Unless otherwise authorized by law, any Marijuana Research Facility Licensee that is not licensed pursuant to 935 CMR 500.050 or 935 CMR 501.050: *Medical Marijuana Treatment Centers (MTCs)* to engage in the cultivation, production or retail sale of Marijuana or Marijuana Products shall acquire all Marijuana or Marijuana Products used in research from a Marijuana Establishment or MTC licensed to engage in such activity except:
 - 1. A Marijuana Research Facility Licensee may engage in cultivation or product manufacturing of Marijuana or Marijuana Products if the cultivation or product manufacturing process is the subject of its research; or
 - 2. As otherwise determined by the Commission.
 - (d) A Marijuana Research Facility may be colocated with another Marijuana Establishment or MTC license provided that the Marijuana Research Facility and the colocated licensed Marijuana Establishment or MTC are:

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7. A detailed summary of the business plan for the Marijuana Establishment;
8. A detailed summary of operating policies and procedures for the Marijuana Establishment which shall include, but not be limited to, provisions for:
 - a. Security;
 - b. Prevention of diversion;
 - c. Storage of Marijuana;
 - d. Transportation of Marijuana;
 - e. Inventory procedures;
 - f. Procedures for quality control and testing of product for potential contaminants;
 - g. Personnel policies;
 - h. Dispensing procedures;
 - i. Recordkeeping procedures;
 - j. Maintenance of financial records; and
 - k. Diversity plans to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people, in the operation of the Marijuana Establishment. The plan shall outline the goals, programs, and measurements the Marijuana Establishment will pursue once licensed.
9. A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees;
10. The Management and Operation Profile submitted in accordance with 935 CMR 500.101(1)(c) shall demonstrate compliance with the operational requirements set forth in 935 CMR 500.105 through 500.145 as applicable;
11. Disclosure of the proposed hours of operation, and the names and contact information for individuals that will be the emergency contacts for the Marijuana Establishment; and
12. Any other information required by the Commission.

(2) Delivery and Social Consumption Application Process.

(a) Delivery and Social Consumption Establishment Applicants. An applicant shall file, in a form and manner specified by the Commission, an application for licensure. An application for licensure shall consist of two component parts: a Pre-certification Application and a Provisional License Application. After an applicant receives a Provisional License, the applicant shall comply with the requirements of 935 CMR 500.103.

(b) Pre-certification Application. The Pre-certification Application shall consist of three sections: Application of Intent, Background Check and Management, and Operations Profile.

1. The applicant may complete any section of the application in any order. Once all sections of the application have been completed, the application may be submitted.
2. The Commission may determine an applicant to be pre-certified upon finding the applicant has submitted responsive documentation demonstrating a propensity to successfully operate under a Delivery License or Social Consumption Establishment License.
3. On approval of the Pre-certification Application, the applicant shall be given a dated notice of such approval along with a copy of the Pre-certification Application to the extent permitted by law.
4. Application materials, including attachments, may be subject to release pursuant to the Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7, cl. 26.

(c) Application of Intent. An applicant for pre-certification under this section shall submit the following as part of the Application of Intent:

1. Documentation that the Marijuana Establishment is an entity registered to do business in Massachusetts and a list of all Persons or Entities Having Direct or Indirect Control;
2. A disclosure of an interest of each individual named in the application in any Marijuana Establishment for licensure in Massachusetts;
3. Documentation disclosing whether any individual named in the application have past or present business interests in Other Jurisdictions;
4. The requisite nonrefundable application fee pursuant to 935 CMR 500.005; and
5. Any other information required by the Commission.

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- (d) **Background Check.** Each applicant for pre-certification shall submit the following information:
1. The list of individuals and entities in 935 CMR 500.101(1)(a)1;
 2. **Relevant Background Check Information.** All Persons and Entities Having Direct or Indirect Control listed in the Pre-certification Application shall provide information detailing involvement in any of the following criminal, civil, or administrative matters:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdictions, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing Marijuana for medical- or adult-use purposes, in which those individuals either owned shares of stock or served as board member, Executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of *nolo contendere*, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil action under the laws of the Commonwealth, or Other Jurisdictions including, but not limited to, a complaint relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending legal or disciplinary actions in the Commonwealth or any Other Jurisdiction against an entity whom the applicant served as a Person or Entity Having Direct or Indirect Control, related to the cultivation, Processing, distribution, or sale of Marijuana for medical- or adult-use purposes;
 - d. A description and the relevant dates of any administrative action including any complaint, order, stipulated agreement or settlement, or disciplinary action, by the Commonwealth, or like action in an Other Jurisdiction including, but not limited to:
 - i. The denial, suspension, or revocation, or other action with regard to of a professional or occupational license, registration, or certification or the surrender of a license;
 - ii. Administrative actions with regard to unfair labor practices, employment discrimination, or other prohibited labor practices; and
 - iii. Administrative actions with regard to financial fraud, securities regulation, or consumer protection.
 - e. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any Person or Entity Having Direct or Indirect Control that is part of the applicant's application, if any; and
 - f. Any other information required by the Commission.
- (e) **Management and Operations Profile.** Each applicant for precertification shall submit, with respect to each application, a response in a form and manner specified by the Commission, which includes:
1. A description of the Marijuana Establishment's plan to obtain a liability insurance policy or otherwise meet the requirements of 935 CMR 500.105(10);
 2. A detailed summary of the business plan for the Marijuana Establishment;
 3. A detailed summary of operating policies and procedures for the Marijuana Establishment which shall include, but not be limited to, provisions for:
 - a. Security, including specific plans for securing entrances and that all Finished Marijuana and Finished Marijuana Products are kept out of plain sight and not visible from a public place;
 - b. Prevention of diversion;
 - c. Where applicable to Delivery Licensees, procedures to ensure the safe delivery of Finished Marijuana Products to Consumers and as permitted, to Patients and Caregivers;
 - d. Storage of Marijuana including, but not limited to, disposal procedures for unsold and unconsumed Marijuana Products;
 - e. Transportation of Marijuana;
 - f. Inventory procedures, including procedures for reconciling undelivered Individual Orders at the close of the business day;

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- g. Procedures for quality control and testing of product for potential contaminants;
 - h. Personnel policies;
 - i. Dispensing procedures, including the process for how Individual Orders will be filled;
 - j. Procedures to ensure that Consumers are not overserved or that individual order delivery limits are adhered to;
 - k. procedures to educate Consumers about risk of impairment and penalties for operating under the influence;
 - l. Recordkeeping procedures;
 - m. Maintenance of financial records;
 - n. Sanitary practices in compliance with 105 CMR 590.000: *State Sanitary Code Chapter X - Minimum Sanitation Standards for Food Establishments*; and
 - o. A detailed description of qualifications and intended training(s) for Marijuana Establishment Agents who will be employees;
4. The Management and Operation Profile submitted in accordance with 935 CMR 500.101(1)(c) shall demonstrate compliance with the operational requirements set forth by incorporation in 935 CMR 500.105 through 500.145 as applicable;
5. Disclosure of the proposed hours of operation, and the names and contact information for individuals that will be the emergency contacts for the Marijuana Establishment; and
6. Any other information required by the Commission.
- (f) Provisional License Application. The provisional license application shall consist of the three sections of the application, the Application of Intent, Background Check, and Management and Operations Profile.
- 1. An applicant may submit a provisional license application within 24 months of the date of the applicant's pre-certification approval pursuant to 935 CMR 500.101(2)(b)3.
 - 2. If there has been a material change of circumstances after the submission of these sections as part of the Pre-certification Application, the applicant shall revise this information and attest in a form and manner determined by the Commission.
 - 3. The applicant may submit any section of the application in any order. Once all sections of the application have been completed, the application may be submitted.
 - 4. Once all sections of the application have been completed, the application may be submitted for review.
 - 5. Once the Provisional License application has been submitted, it will be reviewed in the order it was received pursuant to 935 CMR 500.102(2).
 - 6. The Pre-certification and Provisional License application combined will be reviewed in accordance with 935 CMR 500.102(1).
 - 7. Application materials, including attachments, may be subject to release pursuant to the Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7, cl. 26.
- (g) Application of Intent. An applicant for licensure under this section shall submit the following as part of the Application of Intent:
- 1. A list of all Persons or Entities Having Direct or Indirect Control currently associated with the proposed establishment. In addition, the applicant shall submit any contractual, management, or other written document that explicitly or implicitly conveys direct or indirect control over the Marijuana Establishment to the listed person or entity pursuant to 935 CMR 500.050(1)(b);
 - 2. A disclosure of an interest of each individual named in the application in any Marijuana Establishment or MTC application for in Massachusetts;
 - 3. Documentation disclosing whether any individual named in the application have past or present business interests in Other Jurisdictions;
 - 4. Documentation of a bond or an escrow account in an amount set by 935 CMR 500.105(16): *Bond*;
 - 5. Identification of the proposed address for the license;
 - 6. Documentation of a property interest in the proposed address. The proposed Marijuana Establishment shall be identified in the documentation as the entity that has the property interest. Interest may be demonstrated by one of the following:
 - a. Clear legal title to the proposed site;

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- b. An option to purchase the proposed site
 - c. A legally enforceable agreement to give such title; or
 - d. Documentation from the Owner evidencing permission to use the Premises.
7. Disclosure and documentation detailing the amounts and sources of capital resources available to the applicant from any individual or entity that will be contributing capital resources to the applicant for purposes of establishing or operating the identified Marijuana Establishment for each license applied for. If any person or entity contributing initial capital, either in cash or in kind, would be classified as a Person or Entity Having Direct or Indirect Control, in exchange for the initial capital, they shall also be listed pursuant to 935 CMR 500.101(1)(a)1. Information submitted shall be subject to review and verification by the Commission as a component of the application process. Required documentation shall include:
- a. The proper name of any individual or registered business name of any entity;
 - b. The street address; provided, however that the address may not be a post office box;
 - c. The primary telephone number;
 - d. Electronic mail;
 - e. The amount and source of capital provided or promised;
 - f. A bank record dated within 60 days of the application submission date verifying the existence of capital;
 - g. Certification that funds used to invest in or finance the Marijuana Establishment were lawfully earned or obtained; and
 - h. Any contractual or written agreement pertaining to a loan of initial capital, if applicable.
8. Documentation that the applicant has conducted a community outreach meeting consistent with the Commission's Guidance for License Applicants on Community Outreach within the six months prior to the application. Documentation shall include:
- a. Copy of a notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, that was published in a newspaper of general circulation in the city or town at least 14 calendar days prior to the meeting;
 - b. Copy of the meeting notice filed with the city or town clerk;
9. Attestation that notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such Owner is located in another city or town;
- a. Information presented at the community outreach meeting, which shall include, but not be limited to:
 - i. The type(s) of marijuana establishment to be located at the proposed address;
 - ii. Information adequate to demonstrate that the location will be maintained securely;
 - iii. Steps to be taken by the marijuana establishment to prevent diversion to minors;
 - iv. A plan by the marijuana establishment to positively impact the community;
 - v. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
 - vi. An attestation that community members were permitted to ask questions and receive answers from representatives of the marijuana establishment.
 - b. Documentation in the form of a single-page certification signed by the contracting authorities for the municipality and applicant evidencing that the applicant for licensure and host municipality in which the establishment is located executed a host community agreement. In addition to this requirement, the host community shall state that they have accepted the Social Consumption Establishment applicant's plans to:
 - i. Mitigate noise;
 - ii. Mitigate odor; and
 - iii. Comply with outdoor smoking laws, ordinances, or bylaws.

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- c. A description of plans to ensure that the marijuana establishment is or will be compliant with local codes, ordinances, and bylaws for the physical address of the marijuana establishment, which shall include, but not be limited to, the identification of any local licensing requirements for social consumption of the adult use of marijuana;
 - d. A plan by the marijuana establishment to positively impact areas of disproportionate impact, as defined by the Commission, for the purposes established in M.G.L. c. 94G, § 4(a½)(iv). The plan shall outline the goals, programs, and measurements the marijuana establishment will pursue once licensed; and
 - e. Any other information required by the Commission.
- (h) **Background Check.** Each applicant for licensure shall submit complete background check application information in compliance with the provisions of 935 CMR 500.101(2)(d);
- 1. Each applicant for licensure shall submit the list of individuals and entities in 935 CMR 500.101(1)(b)2. and 500.101(2)(d)1.
 - 2. The applicant shall resubmit the information required under 935 CMR 500.101(1)(b) if there has been a material change of circumstances including, but not limited to, a change in the list of individuals and entities identified above.
- (i) **Management and Operations Profile.** Each applicant for licensure shall submit, with respect to each application, a response in a form and manner specified by the Commission, which includes:
- 1. Detailed information regarding its business registration with the Commonwealth, including the legal name, a copy of the articles of organization and bylaws as well as the identification of any doing-business-as names;
 - 2. A certificate of good standing, issued within the previous 90 days from submission of an application, from the Corporations Division of the Secretary of the Commonwealth;
 - 3. A certificate of good standing or certificate of tax compliance issued within the previous 90 days from submission of an application, from the DOR;
 - 4. A certificate of good standing, issued within the previous 90 days from submission of an application, from the DUA, if applicable. If not applicable, a written statement to this effect is required;
 - 5. A proposed timeline for achieving operation of the Marijuana Establishment and evidence that the Marijuana Establishment will be ready to operate within the proposed timeline after notification by the Commission that the applicant qualifies for licensure;
 - 6. A diversity plan to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people, in the operation of the Marijuana Establishment. The plan shall outline the goals, programs, and measurements the Marijuana Establishment will pursue once licensed.
- (j) The Executive Director of the Commission may approve, provided the Executive Director gives the Commission timely notice of his decision:
- 1. Applications for Delivery Pre-Certification;
 - 2. Applications and authorization to commence operations for Delivery Endorsements pursuant to 935 CMR 500.050(5) for licensed Marijuana Microbusinesses that have complied with Commission requirements pertaining to delivery operations.
- (3) **Additional Specific Requirements.**
- (a) **Additional Requirements for Cultivators.** In addition to the requirements for the Management and Operations Profile set forth in 935 CMR 500.101(1)(c), applicants for a license to operate Marijuana Establishment for cultivation shall also provide as part of the Management and Operation Profile packet an operational plan for the cultivation of Marijuana, including a detailed summary of the policies and procedures for cultivation, consistent with state and local law including, but not limited to, the Commission's Guidance on Integrated Pest Management.
 - (b) **Additional Requirements for Craft Marijuana Cooperatives.** In addition to the requirements for the Application of Intent and the Management and Operations Profile set forth in 935 CMR 500.101(1)(a) and (c), applicants for a license to operate a Marijuana Establishment as a Craft Marijuana Cooperative shall provide:

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1. As part of the Application of Intent:
 - a. Evidence of residency within the Commonwealth for a period of 12 consecutive months prior to the date of application;
 - b. Evidence of the cooperative's organization as a limited liability company or limited liability partnership, or a cooperative corporation under the laws of the Commonwealth;
 - c. Evidence that one Member has filed a Schedule F (Form 1040), Profit or Loss from Farming, within the past five years; and
 - d. Evidence that the cooperative is organized to operate consistently with the Seven Cooperative Principles established by the International Cooperative Alliance in 1995.
 2. As part of the Management and Operations Profile:
 - a. The plan required of Cultivators pursuant to 935 CMR 500.101(3)(a); and
 - b. The plan(s) and documentation required of Marijuana Product Manufacturers pursuant to 935 CMR 500.101(3)(c), as applicable.
- (c) Additional Requirements for Marijuana Product Manufacturers. In addition to the requirements for the Management and Operations Profile set forth in 935 CMR 500.101(1)(c), applicants for a license to operate a Marijuana Establishment for Product Manufacturing shall also provide, as part of the Management and Operation Profile packet:
1. A description of the types, forms and shapes, colors, and flavors of Marijuana Products that the Marijuana Establishment intends to produce;
 2. The methods of production;
 3. A safety plan for the Manufacture and production of Marijuana Products including, but not limited to, sanitary practices in compliance with 105 CMR 590.000: *State Sanitary Code Chapter X - Minimum Sanitation Standards for Food Establishments.*
 4. A sample of any unique identifying mark that will appear on any product produced by the applicant as a branding device; and
 5. A detailed description of the Marijuana Establishment's proposed plan for obtaining Marijuana from a licensed Marijuana Establishment(s).
- (d) Additional Requirements for Microbusinesses. In addition to the requirements for the Application of Intent and the Management and Operations Profile set forth in 935 CMR 500.101(1)(a) and (c), applicants for a license to operate a Marijuana Establishment as a Microbusiness shall also provide:
1. As part of the Application of Intent, evidence of residency within the Commonwealth for a period of 12 consecutive months prior to the date of application;
 2. As part of the Management and Operations Profile, the same plans required of Marijuana Cultivators pursuant to 935 CMR 500.101(3)(a), Marijuana Product Manufacturers pursuant to 935 CMR 500.101(3)(c), and in the case of a Delivery Endorsement, Retailers pursuant to 935 CMR 500.101(3)(e) to the extent that these requirements implicate retail sales involving delivery.
- (e) Additional Requirements for Retailers. In addition to the requirements for the Management and Operations Profile set forth in 935 CMR 500.101(1)(c), applicants for a license to operate a Marijuana Establishment for retail shall also provide, as part of the Management and Operation Profile packet, a detailed description of the Marijuana Establishment's proposed plan for obtaining Marijuana Products from a licensed Marijuana Establishment(s).
- (f) Additional Requirements for Independent Testing Laboratories. In addition to the requirements for the Management and Operations Profile set forth in 935 CMR 500.101(1)(c), applicants for a license to operate an Independent Testing Laboratory may provide, as part of the Management and Operations Profile packet, documentation demonstrating accreditation that complies with 935 CMR 500.050(7)(a). If unable to demonstrate accreditation prior to provisional licensure, the applicant shall demonstrate accreditation prior to final licensure.
- (g) Additional Requirements for Marijuana Courier Applicants. In addition to the requirements set forth in 935 CMR 500.101(2) applicants to operate under a Marijuana Courier license shall also provide the following:
1. As part of the Pre-certification application, a delivery plan that demonstrates compliance with 935 CMR 500.145.

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2. As part of the Provisional License application, information and documentation regarding any agreement, and the agreement if applicable, with a Marijuana Retailer or MTC and/or Third-party Technology Platform pursuant to 935 CMR 500.145(1)(g).
- (h) Additional Requirements for Delivery Operator Applicants. In addition to the requirements set forth in 935 CMR 500.101(2), applicants to operate under a Delivery Operator License shall also provide the following:
 1. As part of the Pre-certification application, a delivery plan that demonstrates compliance with 935 CMR 500.145 and 500.146.
 2. As part of the Pre-certification application, a plan to obtain Marijuana and Marijuana Products.
 3. As part of the Provisional License application, information and documentation regarding any agreements with Third-party Technology Platforms pursuant to 935 CMR 500.145(1)(g).
 4. As part of the Provisional License application, a detailed plan for White Labeling, if applicable, which shall include:
 - a. An image of the logo and name to be used as part of the label;
 - b. An indication of whether the applicant intends the label to be Affixed by the Applicant or by Marijuana Establishments with which the Applicant intends to enter into Wholesale Agreements; and
 - c. Identification of the Marijuana Establishments from which the Applicant anticipates entering into Wholesale Agreements, if known. If unknown at the time of Provisional License application, the Applicant shall be required to identify the Marijuana Establishments prior to Final Licensure.
 5. Applicants for Delivery Operator Licenses shall comply with the requirements of 935 CMR 500.103(1)(h).
- (i) Additional Requirements for Social Consumption Establishment Applicants. In addition to the requirements set forth in 935 CMR 500.101(2) applicants for a license to operate a Social Consumption Establishment shall also provide the following summaries of policies and procedures as part of their Pre-certification application:
 1. Prevention of a Consumer from bringing Marijuana or Marijuana Products, Marijuana Accessories onto the Premises that have not been obtained from the Social Consumption Establishment, including policies for ensuring Marijuana Accessories brought on-site, if permitted, do not contain Marijuana or Marijuana Products not obtained from the Social Consumption Establishment;
 2. Procedural and operational plans to ensure the Marijuana Establishment makes a diligent effort to assist Consumers who may be impaired in finding means of transportation and that explain how the plans are adequately tailored to the region in which the establishment is located;
 3. If vaporization or other nonsmoking forms of consumption involving heat are permitted indoors, procedures and building plans or schematic to ensure that:
 - a. The area(s) in which consumption involving heat takes place are isolated from the other areas, separated by walls and a secure door, with access only from the Social Consumption Establishment;
 - b. Employees have access to a smoke-free, vapor-free area where they may monitor the consumption area from a smoke-free, vapor-free area;
 - c. A ventilation system directs air from the consumption area to the outside of the building through a filtration system sufficient to remove vapor, consistent with all applicable building codes and ordinances, and adequate to eliminate odor at the property line;
 4. Procedures to ensure no sales occur within the consumption area;
 5. Employees shall monitor the consumption from a smoke-free, vapor-free area including, but not limited to, an employee monitoring the exit of the Marijuana Establishment;
 6. Procedures to ensure that smoking as defined by M.G.L. c. 270, § 22 is prohibited indoors.

(4) MTC Priority Applicants. An MTC Priority Applicant shall be granted priority review of its application for a Marijuana Establishment license that is colocated with and for the same type of licensed activity (Marijuana Cultivator, Product Manufacturer or Retailer) as the MTC (formerly, RMD) license which was the basis for its priority review status certified by the Commission.

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comply with 935 CMR 500.105(1)(e). Delivery Operators may deliver Marijuana Establishment Branded Goods carrying the Delivery Operator's brand or that of a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative.

1. A Delivery Operator shall only obtain Finished Marijuana Products for delivery from a licensed Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative with which the Delivery Operator has a Wholesale Agreement.
 2. All Wholesale Agreements between a Delivery Operator and a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness or Craft Marijuana Cooperative shall be subject to limitations on control over Licenses under 935 CMR 500.050(1)(b) and shall be subject to inspection and disclosure under 935 CMR 500.105(9).
 3. The Commission shall be notified in writing of any Substantial Modification to a Wholesale Agreement.
- (g) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement and Marijuana Retailer may use a Third-party Technology Platform Provider to facilitate orders by Consumers, and as permitted Patients or Caregivers.
1. All agreements between a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement and a Third-party Technology Platform Provider shall be submitted to the Commission prior to Final Licensure as part of the requirements for licensure in 935 CMR 500.101 and shall be subject to the control limitations under 935 CMR 500.050(1)(b).
 2. The Commission shall be notified in writing within five days of the following:
 - a. Any Substantial Modification to an agreement.
 - b. Any new or additional or assigned agreements between a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement and a Third-party Technology Platform Provider.
 3. Contracts between Delivery Licensees and Third-party Technology Platform Providers shall be negotiated at arm's length and entered into knowingly and willingly by both parties.
 - a. The terms of a contract between a Delivery Licensee and a Third-party Technology Platform Provider shall be transparent and shall describe the methodology for determining the placement of Delivery Licensees in search results.
 - b. The terms of a contract between a Delivery Licensee and a Third-party Technology Platform Provider shall define the fee structure for payment of services provided under the contract.
 - c. The terms of a contract between a Delivery Licensee and a Third-party Technology Platform Provider shall include that the placement of Delivery Licensees in search results shall be based on objective, consumer-oriented criteria which may include, but shall not be limited to, time to deliver to the Consumer; Finished Marijuana Product price; and Finished Marijuana Product availability.
 - d. Inducements intended to influence the placement of Delivery Licensees shall be strictly prohibited. No Delivery Licensee shall directly or indirectly give, permit other people or entities to give, receive or otherwise accept, an Inducement in any effort to persuade or influence a Third-party Technology Platform Provider to list any particular Delivery Licensee, brand or kind of Finished Marijuana Product, or to persuade or influence a Third-party Technology Platform Provider from listing any particular Delivery Licensee, brand or kind of Finished Marijuana Product.
 - e. Advertising by a Delivery Licensee on a Third-party Technology Platform Provider shall not be considered to be an Inducement, provided:
 - i. The contract terms for Advertising clearly state that the decision by a Delivery Licensee to advertise or not to advertise on a Third-party Technology Platform Provider shall not influence the placement of that Delivery Licensee in search results.
 - ii. Any advertisement shall include a clear and conspicuous disclosure on the face of the advertisement that it is paid Advertising.

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- iii. No Delivery Licensee may advertise or market Marijuana or Marijuana Products in conjunction with a Third-party Technology Platform Provider outside of the technology platform, and shall ensure that the Third-party Technology Platform Provider does not use the Delivery Licensee's license number, legal business name or Brand Name on any advertisement or marketing that primarily promotes the services of the technology platform.
- 4. A Delivery Licensee, in its engagement with a Third-party Technology Platform Provider shall ensure compliance with the consumer and patient protection standards established by M.G.L. c. 94G and c. 94I and the associated regulations, including, but not limited to 935 CMR 500.820 and 935 CMR 501.820: *Confidentiality*, and other applicable state laws.
- 5. A Delivery Licensee shall ensure minimum identifying information regarding the Delivery Licensee and its products, including but not limited to the Delivery Licensee's business name and license number, and as specified by the Commission, is on its menu and any receipt provided to Consumers placing an order for Marijuana and Marijuana Products through the technology platform.
- (h) The maximum retail value of Marijuana or Marijuana Products allowed in a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement's vehicle at any one time shall be \$10,000 and each Marijuana Product shall be associated with a specific Individual Order. For purposes of this provision, "maximum retail value" shall mean the aggregate value of Marijuana and Marijuana Products as priced on the day of the order for delivery.
- (i) All Marijuana and Marijuana Product deliveries shall be tracked using the Seed-to-sale SOR as designated by the Commission.
- (j) Records of sales of Marijuana Accessories and Marijuana Establishment Branded Goods shall be maintained by the Delivery Licensee or Marijuana Establishment with a Delivery Endorsement, but may not be tracked in the Seed-to-sale SOR.
- (k) For non-Marijuana or non-Marijuana Product sales, a Delivery Licensee or Marijuana Establishment with a Delivery Endorsement shall comply with Massachusetts tax laws, and DOR rules and regulations including, but not limited to, 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.
- (l) Deliveries by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall be geographically limited to:
 - 1. The municipality identified as the Marijuana Establishment License's place of business;
 - 2. Any municipality which allows for retail within its borders whether or not one is operational; or
 - 3. Any municipality which after receiving notice from the Commission, has notified the Commission that delivery may operate within its borders.
- (m) Limitations on the time for delivery shall comply with all municipal bylaws and ordinances, provided however, that all deliveries shall be completed before 9:00 P.M. local time or the time determined by municipal bylaw or ordinance, whichever occurs first, and deliveries may not occur between the hours of 9:00 P.M. and 8:00 A.M., unless otherwise explicitly authorized by municipal bylaw or ordinance.
- (n) Every effort shall be made to minimize the amount of cash carried in a Delivery Licensee or Marijuana Establishment with a Delivery Endorsement vehicle at any one time. Marijuana Retailers utilizing a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement for Consumer transactions shall use best efforts to implement platforms for the electronic payment of funds. Where cash is carried by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement vehicle, cash shall be stored in a locked compartment.
- (o) Delivery Licensees and Marijuana Establishments with a Delivery Endorsement shall comply with the requirements of 935 CMR 500.110(7) for purposes of cash transport to financial institutions.
- (p) In addition to complying with 935 CMR 500.105(4), a Delivery Licensee shall include on any website it operates or that operates on its behalf the license number(s) issued by the Commission.

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(q) In addition to complying with 935 CMR 500.105(4), a Marijuana Establishment with a Delivery Endorsement shall include on any website it operates or that operates on its behalf the endorsement number(s) issued by the Commission.

(2) Orders Fulfilled by Marijuana Couriers. All orders for deliveries made by a Marijuana Courier or a Marijuana Establishment with a Delivery Endorsements shall comply 935 CMR 500.145(1)(c) and the following requirements:

(a) Orders for home delivery shall be received by a Marijuana Retailer and transmitted to a Marijuana Courier for delivery to a Residence.

(b) Only Marijuana Products that are Shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration may not be allowed to be delivered by a Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement.

(c) A Marijuana Courier or Marijuana Establishment with a Delivery Endorsements shall deliver only to the Residence address provided. A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement shall be prohibited from delivering to college- or university-designated dormitories or housing; and federal public housing identified at <https://resources.hud.gov/>.

(d) A Marijuana Courier shall only acquire from a Marijuana Retailer and deliver Marijuana or Marijuana Products for which a specific order has been received by a licensed Marijuana Retailer with which the Marijuana Courier has a Delivery Agreement. A Marijuana Courier is prohibited from delivering Marijuana or Marijuana Products without a specific order destined for an identified Residence. An order may be generated directly through a Marijuana Retailer or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(g).

(e) A Marijuana Establishments with a Delivery Endorsement shall only acquire from its inventory at the Marijuana Establishment premises and deliver Marijuana or Marijuana Products for which a specific order has been received. Marijuana Establishments with a Delivery Endorsement are prohibited from delivering Marijuana or Marijuana Products without a specific order destined for an identified Residence. An order may be generated directly through a Marijuana Establishments with a Delivery Endorsement or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(g).

(f) Delivery Licensees or a Marijuana Establishments with a Delivery Endorsements are prohibited from delivery of more Marijuana or Marijuana Products to an individual Consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). An Individual Order may not exceed one ounce of Marijuana or its dry-weight equivalent. The Individual Order shall only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 500.145(4). A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsements shall only deliver one Individual Order, per Consumer, during each delivery.

(g) A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement may not deliver to the same Consumer at the same Residence more than once each calendar day and only during authorized delivery hours.

(h) For home delivery, each order shall be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) originating the order prior to transportation by the Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement to the Consumer.

(i) Any Delivery Item that is undeliverable or is refused by the Consumer shall be transported back to the originating Marijuana Establishment that provided the product once all other deliveries included on a delivery manifest have been made. A Marijuana Courier or Marijuana Establishment with a Delivery Endorsement is prohibited from maintaining custody overnight of Marijuana or Marijuana Products intended for delivery. It shall be the responsibility of the Marijuana Courier or Marijuana Establishment with a Delivery Endorsement, in conjunction with the Marijuana Retailer with which there is a Delivery Agreement, to ensure that any undelivered product is returned to the appropriate Marijuana Retailer and not retained by the Marijuana Courier or Marijuana Establishment with a Delivery Endorsement. A process for ensuring that undelivered Marijuana and Marijuana Products can be returned to the Marijuana Retailer by the Marijuana Courier shall be a term of the Delivery Agreement.

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(3) Orders Fulfilled by Delivery Operators. All orders for deliveries made by a Delivery Operator shall comply with 935 CMR 500.145(1)(f) and the following requirements:

- (a) Orders for home delivery by a Delivery Operator shall be received by the Delivery Operator.
- (b) Only Finished Marijuana Products that are Shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration may not be allowed to be delivered by a Delivery Operator.
- (c) A Delivery Operator shall deliver only to the Residence address provided. A Delivery Operator shall be prohibited from delivering to college- or university-designated dormitories or housing; and federal public housing identified at <https://resources.hud.gov/>.
- (d) A Delivery Operator shall only acquire from its inventory at its Warehouse and deliver Finished Marijuana Products for which a specific order has been received by the Licensee. Delivery Operators are prohibited from loading a delivery vehicle for deliveries and delivering Finished Marijuana Products without a specific order destined for an identified Residence. An order may be generated directly through a Delivery Operator or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(g).
- (e) Delivery Operators are prohibited from delivery of more Finished Marijuana Products to an individual Consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). An Individual Order may not exceed one ounce of Marijuana or its dry-weight equivalent. The Individual Order shall only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.145(5). A Delivery Operator shall only deliver one Individual Order, per Consumer, during each delivery.
- (f) A Delivery Operator may not deliver to the same Consumer at the same Residence more than once each calendar day and only during authorized delivery hours.
- (g) Prior to fulfilling an Individual Order for delivery to a Consumer, each Finished Marijuana Product shall be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) before transportation by the Delivery Operator.
- (h) Any Delivery Item that is undeliverable or is refused by the Consumer shall be transported back to the originating Delivery Operator's Warehouse that provided the product once all other deliveries included on a delivery manifest have been made.

(4) Marijuana Courier Consumer Age Verification.

- (a) A Marijuana Retailer shall require any Consumer making a purchase for delivery by a Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement to have the valid government-issued identification card a Consumer intends to use to verify her or his age at the time of delivery examined and authenticated by the Marijuana Retailer prior to the first Individual Order.
- (b) Pre-verification of the Consumer's identification shall be performed prior to the initial delivery, by using one of the following Pre-verification methods:
 - 1. In-person at the Marijuana Retailer's physical location or through a Commission approved electronic means, which may include a Commission-approved Third-party Technology Platform, and shall include examination of the Consumer's valid, unexpired government-issued photo identification that bears a date of birth in accordance with 935 CMR 500.140(2)(d). A Marijuana Courier or Marijuana Establishment with a Delivery Endorsement is prohibited from performing a delivery to any Consumer who has not established an account for delivery through Pre-verification of the Consumer's government-issued identification card by the Marijuana Retailer; or
 - 2. Through a Commission-approved electronic means and shall include examination of the Consumer's valid, unexpired government-issued photo identification that bears a date of birth. A Marijuana Establishment with a Delivery Endorsement is prohibited from performing a delivery to any Consumer who has not established an account for delivery through Pre-verification of the Consumer's government-issued identification card.
- (c) A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement may not deliver Delivery Items to any Person other than the Consumer who ordered the Delivery Items.

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(d) A Marijuana Courier or a Marijuana Establishment with a Delivery Endorsement shall verify the age and identity of the Consumer at the time at which the Delivery Items are delivered to the Consumer at a Residence to ensure that Marijuana and Marijuana Products are not delivered to individuals younger than 21 years old. Prior to relinquishing custody of the Marijuana or Marijuana Products to the Consumer, the Marijuana Establishment Agent conducting the delivery shall verify that the government-issued identification card of the Consumer receiving the Marijuana or Marijuana Products matches the pre-verified government-issued identification card of the Consumer who placed the order for delivery by:

1. Viewing the government-issued identification as provided for Pre- verification under 935 CMR 500.145(4)(a);
2. Viewing proof of order generated at the time of order; and
3. Receiving the signature of the Consumer who ordered the Delivery Items and verifying that the signature matches the government-issued photo identification card presented.

(5) Delivery Operator Consumer Age Verification.

(a) A Delivery Operator shall require any Consumer making a purchase for delivery to have the valid government-issued identification card a Consumer intends to use to verify her or his age at the time of delivery examined and authenticated by the Delivery Operator prior to the first Individual Order.

(b) Pre-verification of the Consumer's identification shall be performed prior to the initial delivery through a Commission approved electronic means, which may include a Commission-approved Third-party Technology Platform, and shall include examination of the Consumer's valid, unexpired government-issued photo identification that bears a date of birth.

(c) A Delivery Operator may not deliver Finished Marijuana Products to any Person other than the Consumer who ordered the Finished Marijuana Product.

(d) A Delivery Operator shall verify the age and identity of the Consumer at the time at which the Finished Marijuana Products are delivered to the Consumer at a Residence to ensure that Finished Marijuana Products are not delivered to individuals younger than 21 years old. Prior to relinquishing custody of the Finished Marijuana Products to the Consumer, the Marijuana Establishment Agent conducting the delivery shall verify that the government-issued identification card of the Consumer receiving the Finished Marijuana Products matches the pre-verified government-issued identification card of the Consumer who placed the order for delivery by:

1. Viewing the government-issued identification as provided for Pre- verification under 935 CMR 500.145(5)(a);
2. Viewing proof of order generated at the time of order; and
3. Receiving the signature of the Consumer who ordered the Delivery Items and verifying that the signature matches the government-issued photo identification card presented.

(6) Vehicle and Transport Requirements for Home Delivery.

(a) Vehicles used for home delivery by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall be owned or leased by the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement, shall be properly registered as commercial vehicles, and inspected and insured in the Commonwealth of Massachusetts.

(b) Vehicles used for home delivery by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement may be parked overnight at the address identified as the Licensee's place of business or another location, provided that keeping the vehicle at the identified location complies with all general and special bylaws of the municipality.

(c) Vehicles used for delivery by a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall carry liability insurance in an amount not less than \$1,000,000 combined single limit.

(d) Any vehicle used to transport or deliver Marijuana or Marijuana Products shall comply with applicable Massachusetts Registry of Motor Vehicles (RMV) requirements, but may not include any additional external marking that indicate the vehicle is being used to transport or deliver Marijuana or Marijuana Products.

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- (e) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements transporting Marijuana and Marijuana Products for home delivery shall ensure that all vehicles used for deliveries are staffed with a minimum of two Marijuana Establishment Agents. At least one Marijuana Establishment Agent shall remain with the vehicle at all times that the vehicle contains Marijuana or Marijuana Products.
 - (f) Marijuana and Marijuana Products must not be visible from outside the vehicle.
 - (g) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall transport Marijuana and Marijuana Products in a secure, locked storage compartment that is a part of the vehicle and complies with the requirements of 935 CMR 500.110(8).
 - (h) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall maintain, in each vehicle used for deliveries, a secure, locked storage compartment for the purpose of transporting and securing cash used as payment. This compartment shall be separate from compartments required under 935 CMR 500.145(5)(g) for the transport of Marijuana and Marijuana Products.
 - (i) In the case of an emergency stop during the transportation of Delivery Items, a log shall be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle. The Marijuana Establishment Agents in the vehicle shall provide notice of the location of the stop and employ best efforts to remain in contact with the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement.
 - (j) The Marijuana Establishment Agents transporting Delivery Items for home delivery shall contact the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement fixed location when arriving at and leaving any delivery, and regularly throughout the trip, at least every 30 minutes.
 - (k) The Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall maintain a separate log for each vehicle in use for home deliveries. For each delivery, the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall record:
 1. The location of the originating Marijuana Establishment and date and time the vehicle leaves the location;
 2. The mileage of the transporting vehicle at departure from the Marijuana Establishment mileage on arrival at each Consumer destination, and mileage on return to the Marijuana Establishment;
 3. The date and time of departure from the Marijuana Establishment and arrival at each Consumer destination for each delivery; and
 4. An entry indicating the date and time of the last delivery in an order.
 - (l) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall ensure that all delivery routes remain within the Commonwealth of Massachusetts at all times.
 - (m) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall make every effort to randomize its delivery routes.
 - (n) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements may not transport products other than Delivery Items during times when the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements are performing home deliveries.
 - (o) Firearms are strictly prohibited from Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement vehicles and from Marijuana Establishment Agents performing home deliveries.
- (7) Manifests.
- (a) Every home delivery shall have a manifest produced by the originating Marijuana Establishment. A Marijuana Retailer shall provide the manifest to the Delivery Licensee or Marijuana Establishment with a Delivery Endorsement. A Delivery Operator shall produce its manifests. A manifest shall be completed in duplicate, with the original manifest remaining at the premises of the originating Marijuana Establishment, whether it is a Marijuana Retailer or a Delivery Operator, and a copy to be kept with the Delivery Licensee agent or a Marijuana Establishment with a Delivery Endorsement agent during the delivery.

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The manifest shall be signed by the Consumer, and as applicable Patient or Caregiver receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement. A signed manifest shall serve as the written record of the completion of the delivery. A manifest does not need to include Marijuana Accessories or Marijuana Establishment Branded Goods, however, the Delivery Licensee or Marijuana Establishment with a Delivery Endorsement shall maintain a record of the sale of all Delivery Items.

(b) The manifest shall, at a minimum, include:

1. The originating Marijuana Retailer's or Delivery Operator's name, address, and License number;
2. The name and License number of the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement performing the home delivery;
3. The names and Marijuana Establishment Agent numbers of the Marijuana Establishment Agents performing the delivery;
4. The Consumer's, Patient's or Caregiver's name and address;
5. A description of the Marijuana or Marijuana Products being transported, including the weight and form or type of product;
6. Signature lines for the agents who transported the Marijuana or Marijuana Products;
7. A signature line for Consumer, Patient or Caregiver who receives the Marijuana or Marijuana Products; and
8. The Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement vehicle make, model, and license plate number.

(c) The manifest shall be maintained within the vehicle during the entire transportation process, until all the deliveries are completed.

(d) A Marijuana Establishment shall retain all transportation manifests for no less than one year and make them available to the Commission on request.

500.146: Additional Operational Requirements for Marijuana Delivery Operators

(1) Warehousing.

(a) A Delivery Operator shall operate a Warehouse for the storage of Finished Marijuana Products and preparation of Individual Orders for Delivery.

(b) Warehouses shall comply with all applicable requirements of 935 CMR 500.110.

(c) Warehouses shall comply with all requirements of 935 CMR 500.105(11).

(d) Warehouses shall incorporate a sally port or loading area immediately adjacent to the Warehouse that enables the transfer of Finished Marijuana Products into a vehicle for delivery.

(2) Limitation on Sales.

(a) In accordance with M.G.L. c. 94G, § 7, a Delivery Operator may not knowingly sell more than one ounce or its combined dry weight equivalent in Finished Marijuana Products to Consumers per day.

1. One ounce of Marijuana flower shall be equivalent to five grams of active tetrahydrocannabinol (THC) in Marijuana concentrate including, but not limited to, Tinctures.

2. One ounce of Marijuana flower shall be equivalent to five hundred milligrams of active tetrahydrocannabinol (THC) in Edibles.

3. Topicals and ointments shall not be subject to a limitation on daily sales.

(b) A Delivery Operator may not sell Finished Marijuana Products in excess of the potency levels established by 935 CMR 500.150(4); and

(c) A Delivery Operator shall demonstrate that it has a point-of-sale system that does not allow for a transaction in excess of the limit established in 935 CMR 500.140(3) or the potency levels established in 935 CMR 500.150(4).

(3) Unauthorized Sales and Right to Refuse Sales or Delivery.

(a) A Delivery Operator shall refuse to sell or deliver Finished Marijuana Products to any Consumer who is unable to produce valid proof of government-issued identification.

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- (b) A Delivery Operator shall refuse to sell or deliver Finished Marijuana Products to a Consumer if, in the opinion of the Marijuana Establishment Agent based on the information available to the agent at that time, the Consumer or the public would be placed at risk. This includes, but is not limited to, the Consumer engaging in daily transactions that exceed the legal possession limits or that create a risk of diversion.
 - (c) A Delivery Operator may not sell or deliver to an individual more than one ounce or its dry weight equivalent in Finished Marijuana Products per transaction. A Delivery Operator may not knowingly sell or deliver to an individual more than one ounce or its dry weight equivalency in Finished Marijuana Products per day.
 - (d) A Delivery Operator is prohibited from selling or delivering Finished Marijuana Products containing nicotine, if sales of tobacco or cigarettes would require licensure under state law.
 - (e) A Delivery Operator is prohibited from selling or delivering Finished Marijuana Products containing alcohol, if sales of such alcohol would require licensure pursuant to M.G.L. c. 138.
- (4) Recording Sales.
- (a) A Delivery Operator shall only utilize a point-of-sale system approved by the Commission, in consultation with the DOR.
 - (b) A Delivery Operator may utilize a sales recording module approved by the DOR.
 - (c) A Delivery Operator is prohibited from utilizing software or other methods to manipulate or alter sales data.
 - (d) A Delivery Operator shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. A Delivery Operator shall maintain records that it has performed the monthly analysis and produce it on request to the Commission. If a Delivery Operator 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 and DOR;
 - 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.
 - (e) A Delivery Operator shall comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.
 - (f) A Delivery Operator shall adopt separate accounting practices at the point of sale for Marijuana and Marijuana Product sales, and non-Marijuana sales.
 - (g) The Commission and the DOR may audit and examine the point-of-sale system used by a Delivery Operator in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.140(5).
- (5) Consumer Education. A Delivery Operator shall make available educational materials about Finished Marijuana Products to Consumers. A Delivery Operator shall have an adequate supply of current educational material available for distribution. Educational materials shall be available in commonly spoken languages designated by the Commission, which will include, but not be limited to, appropriate materials for the visually- and hearing-impaired. Such materials shall be made available for inspection by the Commission on request. If there is a failure to provide these materials, a licensee may be subject to disciplinary action under 935 CMR 500.000. The educational material shall include at least the following:
- (a) A warning that Marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using Marijuana, and that it should be kept away from children;
 - (b) A warning that when under the influence of Marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
 - (c) Information to assist in the selection of Finished Marijuana Products, describing the potential differing effects of various strains of Marijuana, as well as various forms and routes of administration;
 - (d) Materials offered to Consumers to enable them to track the strains used and their associated effects;

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- (e) Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency shall also be explained;
 - (f) A discussion of tolerance, dependence, and withdrawal;
 - (g) Facts regarding substance use disorder signs and symptoms, as well as referral information for substance use disorder treatment program, and the telephone number for the Massachusetts Substance Use Helpline;
 - (h) A statement that Consumers may not sell Finished Marijuana Products to any other individual;
 - (i) Information regarding penalties for possession or distribution of Marijuana in violation of Massachusetts law; and
 - (j) Any other information required by the Commission.
- (6) **Testing.** No Finished Marijuana Product may be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product shall be deemed to comply with the standards required under 935 CMR 500.160. Potency levels derived from the Cannabinoid Profile, including the amount of delta-nine-tetrahydrocannabinol (Δ^9 -THC) and other Cannabinoids, contained within Finished Marijuana or Marijuana Product to be sold or otherwise marketed shall be recorded in the Seed-to-sale SOR.
- (7) **White Labeling.** The Licensee engaged in the White Labeling of Finished Marijuana Products shall comply with the labeling and packaging requirements under 935 CMR 500.105(5) and (6) prior to delivery to Consumers.
- (a) The Wholesale Agreement between a Delivery Operator and the Marijuana Establishment from which they are wholesaling shall clearly indicate whether the Delivery Operator or the Marijuana Establishment licensee from which the Finished Marijuana Product(s) are being wholesaled shall be responsible for White Labeling on behalf of the Delivery Operator.
 - (b) The Delivery Operator shall notify the Commission within 21 days of any Substantial Modification to a Wholesale Agreement that alters which Licensee has responsibility for White Labeling on behalf of the Delivery Operator. A Licensee shall obtain the written authorization of the Commission prior to commencing White Labeling.
 - (c) The Delivery Operator may submit the label to be used for White Labeling to the Commission in accordance with 935 CMR 500.105(7).
- (8) **Product Database.** A Delivery Operator that purchases any Wholesale Finished Marijuana Products from a licensed Marijuana Cultivator, Microbusiness or Craft Marijuana Cooperative for the purpose of delivery to Consumers, whether White Labeled or not, shall provide the Commission with information to populate the Product Database. A Delivery Operator that purchases wholesale Finished Marijuana Products from a licensed Marijuana Product Manufacturer for the purpose of White Labeling and sale to Consumers shall provide the Commission with information to populate the Product Database. Product Database information for Finished Marijuana Products purchased at Wholesale from Product Manufacturers that are not White Labeled shall remain the responsibility of the Product Manufacturer under 935 CMR 500.130(6).
- (a) The Delivery Operator shall provide the following:
 - 1. A photograph of a Finished Marijuana Product outside of but next to the Marijuana Product's packaging; provided however that where single servings of a multi-serving product are unable to be easily identified because of its form, a description of what constitutes a single serving shall be provided (e.g. a single serving is a 1" x 1" square);
 - 2. A photograph of the Marijuana Product inside packaging; and
 - 3. The name of the Product Manufacturer that produced the Marijuana Product.
 - (b) Photographs submitted shall be electronic files in a JPEG format with a minimum photo resolution of 640 x 480 and print resolution of 300 DPI. Photographs shall be against a white background.

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- (c) A Delivery Operator shall provide the information required under 935 CMR 500.146(7)(a) for each Finished Marijuana Product it offers for sale and delivery prior to the product being made available for sale and shall update the information whenever a substantial change to packaging or label of the Finished Marijuana Product occurs. For purposes of 500.146(8)(c), a substantial change shall be a change to the physical attributes or content of the package or label.
- (9) In addition to the written operating policies required under 935 CMR 500.105(1), a Delivery Operator shall maintain written policies and procedures which shall include:
- (a) Policies and procedures for adequately tracking, recording, and documenting all Vendor Samples that the Delivery Operator receives from a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness or a Craft Marijuana Cooperative; and
 - (b) Policies and procedures for adequately tracking, recording, and documenting all Vendor Samples that the Delivery Operator provides to employees for the purpose of assessing product quality and determining whether to make the product available to sell.
- (10) Vendor Samples.
- (a) A Delivery Operator may receive a Vendor Sample of Marijuana flower from a Marijuana Cultivator pursuant to 935 CMR 500.120(13). A Delivery Operator may also receive a Vendor Sample of Marijuana Product from a Marijuana Product Manufacturer pursuant to 935 CMR 500.130(8). Receipt of a Vendor Sample under 935 CMR 500.146(10) shall not be considered a prohibited practice under 935 CMR 500.105(4)(b)20.
 - (b) Vendor Samples may not be sold to another licensee or Consumer.
 - (c) A Delivery Operator may provide the Vendor Samples it receives from a Marijuana Cultivator or a Marijuana Product Manufacturer to its Employees for the purpose of assessing product quality and determining whether to make the product available to sell the product. Vendor Samples may not be consumed on any licensed Premises.
 - (d) Vendor Sample limits. A Marijuana Delivery Operator is limited to providing the following aggregate amounts of Vendor Samples to all Employees in a calendar month period:
 - 1. Four grams per strain of Marijuana flower and no more than seven strains of Marijuana flower;
 - 2. Five grams of Marijuana concentrate or extract including, but not limited to, Tinctures;
 - 3. 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); and
 - 4. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.146(10), a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.
 - (e) Upon providing a Vendor Sample to an employee, the Delivery Operator shall record:
 - 1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Vendor Sample;
 - 2. The date and time the Vendor Sample was provided to the Employee;
 - 3. The agent registration number of the employee receiving the Vendor Sample; and
 - 4. The name of the Employee as it appears on their agent registration card.
 - (f) All Vendor Samples provided by a Delivery Operator to its employees shall also be entered into the point-of-sale system and shall count against the individual employee's daily purchase limit, if applicable, consistent with 935 CMR 500.146(2).
- (11) Sale of Marijuana Vaporizer Devices.
- (a) A Marijuana Delivery Operator offering Marijuana Vaporizer Devices for sale to Consumers shall include a conspicuous and prominently displayed statement on its website, that is legible and enlarged and contains the following statements:
 - 1. "Marijuana Vaporizer Devices have been tested for Vitamin E Acetate and other contaminants, with no adverse findings. WARNING: Vaporizer Devices may contain ingredients harmful to health when inhaled."
 - 2. "Consumers shall have access to the test results of Marijuana Vaporizer Devices including copies of any Certificates of Analysis provided by the device's manufacturer."
 - (b) A Delivery Operator shall provide a physical insert to Consumers that accompanies all purchased and delivered Marijuana Vaporizer Devices that states, including capitalization and emphasis, the following: "Marijuana Vaporizer Devices have been tested for Vitamin E Acetate and other contaminants, with no adverse findings. WARNING: Vaporizer Devices may contain ingredients harmful to health when inhaled."

500.146: continued

(c) The sale of disposable and reusable vaporizer pens and devices shall be accompanied by a product insert identifying the materials used in the vaporizer device's atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material), and manufacturer identification of the device hardware, cartridge, battery and other components;

(d) A Delivery Operator shall make available the information contained in 935 CMR 500.105(5)(c)6 in the product description as part of any product list posted on the Delivery Operator's website or Third-party Technology Platforms or applications employed for delivery.

(e) A Delivery Operator shall retain all records of purchases from any Product Manufacturer or supplier of any ingredient, additive, device, component part or other materials provided to the Delivery Operator about Marijuana Vaporizer Devices sold by licensees. Such records shall be made available to the Commission upon request.

(12) Prohibition on Monopolies.

(a) It shall be a violation of 935 CMR 500.000 for any Delivery Operator to monopolize or attempt to monopolize, or combine or conspire with any other person or entity including, but not limited to, a Third-party Technology Platform Provider, to monopolize any part of licensed activities authorized under 935 CMR 500.000.

(b) It shall be a violation of, 935 CMR 500.000, for any Delivery Operator engaged in activities authorized under 935 CMR 500.000 to make a contract for services with a Third-party Technology Platform Provider for the listing of a Delivery Operator or a Delivery Operator's Finished Marijuana Products on the condition, agreement or understanding that the parties to the contract shall not deal in Marijuana or Marijuana Products, either generally or specific brands or categories of Finished Marijuana Products, of a competitor or competitors of the parties where the effect of such contract or such condition, agreement or understanding may be to lessen substantially competition or tend to create a monopoly in any activity engaged in under 935 CMR. 500.000.

500.147: Operational Requirements for Marijuana Research Facility Licensees and Research Permits.

(1) In addition to the security requirements provided in 935 CMR 500.110, Marijuana Research Facility Licensees shall comply with the operational requirements required under 935 CMR 500.147.

(2) General Requirements

(a) For each research project to be conducted on the Premises, a Marijuana Research Facility Licensee shall have a valid Research Permit issued by the Commission pursuant to 935 CMR 500.147(4) prior to beginning a research project. The Research Permit shall be renewed at least annually, or sooner depending on the nature and duration of the approved research project.

(b) All individuals engaging in research at the Marijuana Research Facility shall be registered with the Commission as Marijuana Establishment Agents under 935 CMR 500.030.

(c) A Marijuana Research Facility Licensee may submit an application for a Research Permit to conduct research in areas including, but not limited to, the following:

1. Chemical potency and composition levels of Marijuana and Marijuana Products;
2. Clinical investigations of Marijuana Products, including dosage forms;
3. Efficacy and safety of administering Marijuana or Marijuana Products as a component of medical treatment under the supervision of a Certifying Healthcare Provider;
4. Genomic research on Marijuana;
5. Horticultural research on Marijuana;
6. Agricultural research on Marijuana; and
7. Other research topics upon the approval of the Commission, provided however that research conducted under the Marijuana Research Facility License may not be a substitute for processes for drug approval established by the U.S. Food and Drug Administration (FDA) pursuant to 21 CFR 312; and the Commission may impose additional standards necessary to ensure the safety and efficacy of Marijuana and Marijuana-derived compounds for their intended research application.

EXHIBIT 5

Business Plan

TRADESMAN EXCHANGE LLC

800 Falmouth Road, Mashpee, MA 02649

Prospective Licensed Adult Use Marijuana Establishment Delivery Operator and Marijuana Courier under 935

CMR 500.000 Certified Economic Empowerment and Social Equity Applicant

TRADESMAN EXCHANGE LLC- CANNABIS DELIVERY





TRADESMAN EXCHANGE- CANNABIS DELIVERY

800 Falmouth Road, Mashpee, MA 02649

Tradesman Exchange's mission is to provide our customers with the most professional, fast, dependable, and technologically advanced delivery service in Massachusetts. We pride ourselves on our unique way of developing great relationships with our customers and provide them with the highest level of service.

We deliver cannabis to consumers at their homes originating from purchases from licensed Marijuana Retailers and our own clients via online and phone orders.

Delivery



LICENSE TYPES



Delivery Operator

an entity licensed to purchase at wholesale and warehouse finished products acquired from a licensed entity. These products are then sold and delivered directly to Consumers.

(Warehouse to Consumer)

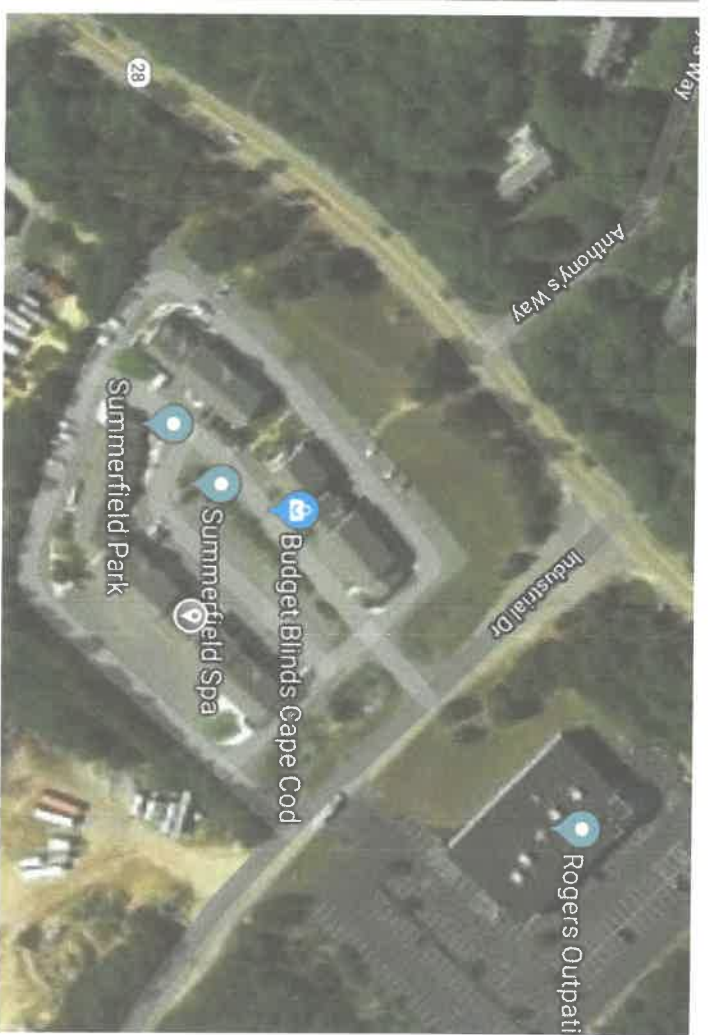
(Not authorized to repackage marijuana or marijuana products or operate a storefront)

Marijuana Courier

an entity licensed to deliver finished Marijuana Products, Marijuana Accessories, and Branded Goods. These items flow directly to Consumers from a Marijuana Retailer, or directly to Registered Qualifying Patients or Caregivers from an MTC,

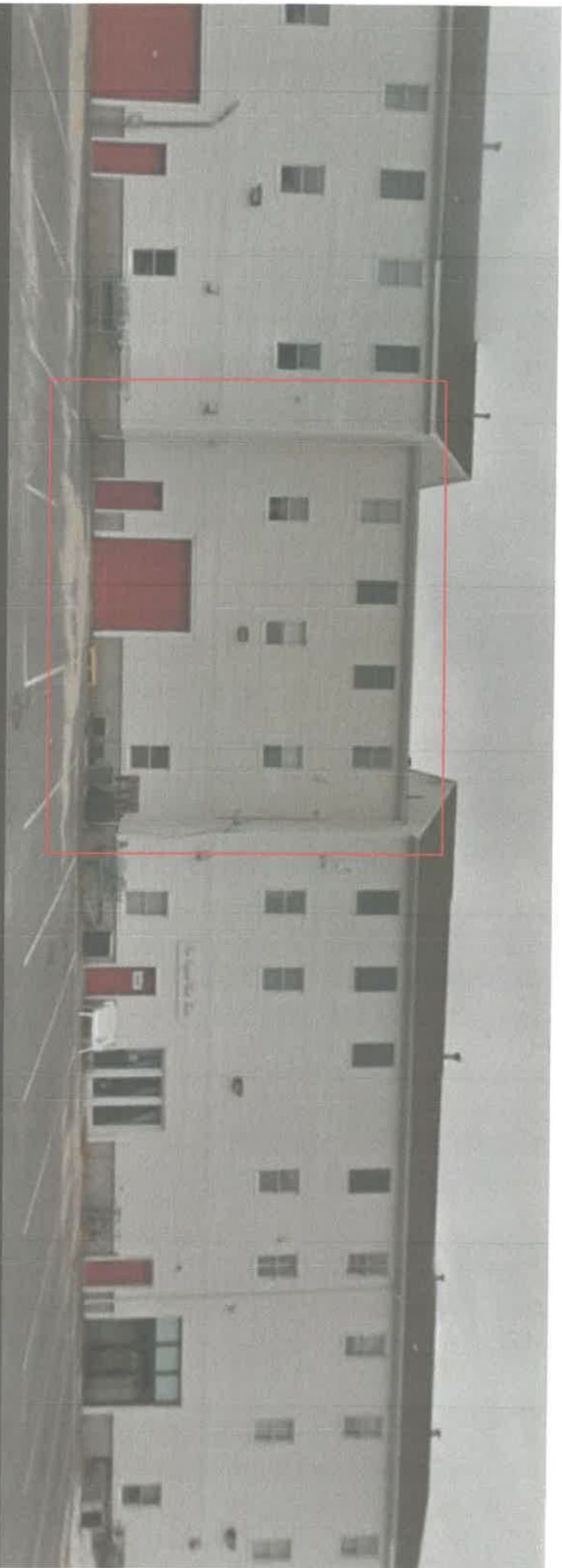
(Retailer to Consumer)

(Not authorized to sell directly to consumers, not authorized to Wholesale, Warehouse, Process, or Repackage)



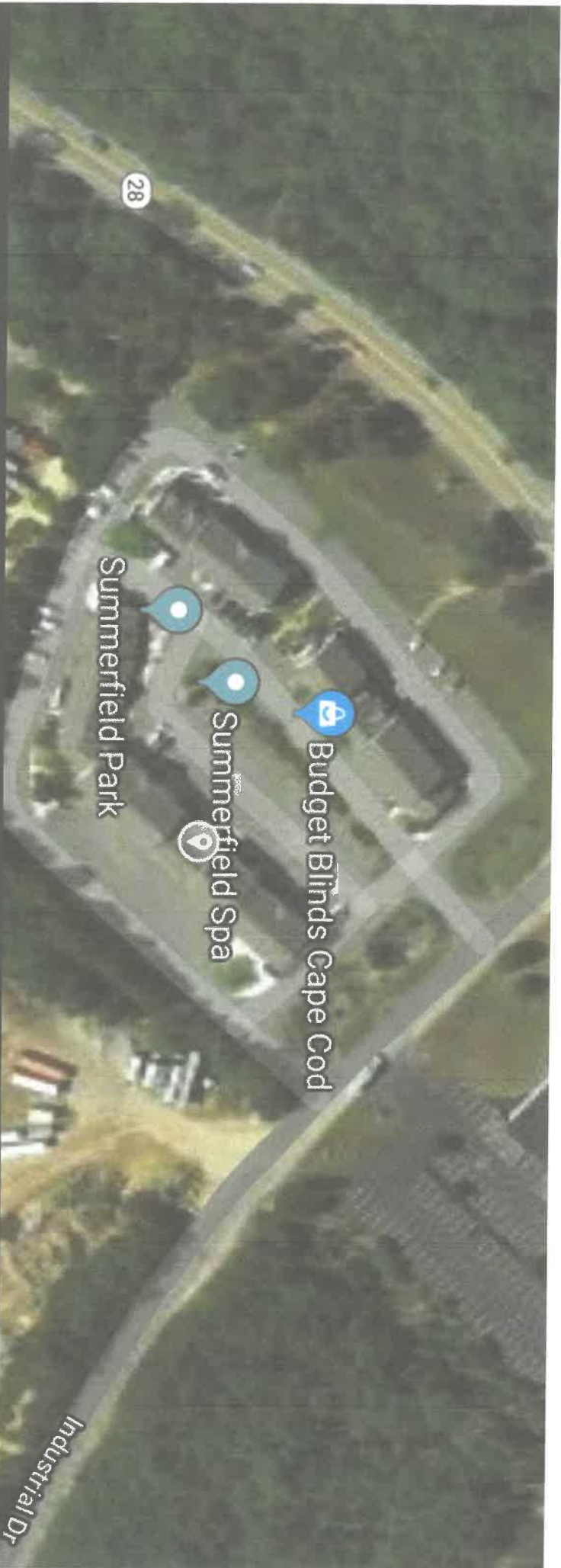
ESTABLISHMENT LOCATION

800 Falmouth Road, Mashpee: Delivery Operator



ESTABLISHMENT LOCATION

800 Falmouth Road, Mashpee



ESTABLISHMENT LOCATION

800 Falmouth Road, Mashpee

Executives



Nicholas A. Gomes, Esq.

Law Office of Nicholas A. Gomes, P.C.;

Legal Counsel for licensing, permitting and
regulatory compliance



Jeffrey Pepi, Jr.

Growing in Health; CBD Retail Store

Strategic Transitions - Consulting &
3rd Party Administration

Hemp Drop Delivery Service

Executives



Leona Leaver

LL Medical Transportation

Certified Federal Women In
The Workplace



Chef John Marcellino

Owner The Station Grill

Chef for 30+ years

Falmouth Station Master

Peter Pan Ticketing

Vehicle Specifications



- Plain Unmarked Vehicles
(No Cannabis Markings)
- Multiple Vehicle Types
- Randomized Routes
- GPS
- Audio/Visual Surveillance
- Lockbox/Cargo Container affixed to vehicle and locked at all times
- Legal Window Tint
- Alarm System



Secure Hybrid Vehicle



Lock Box:

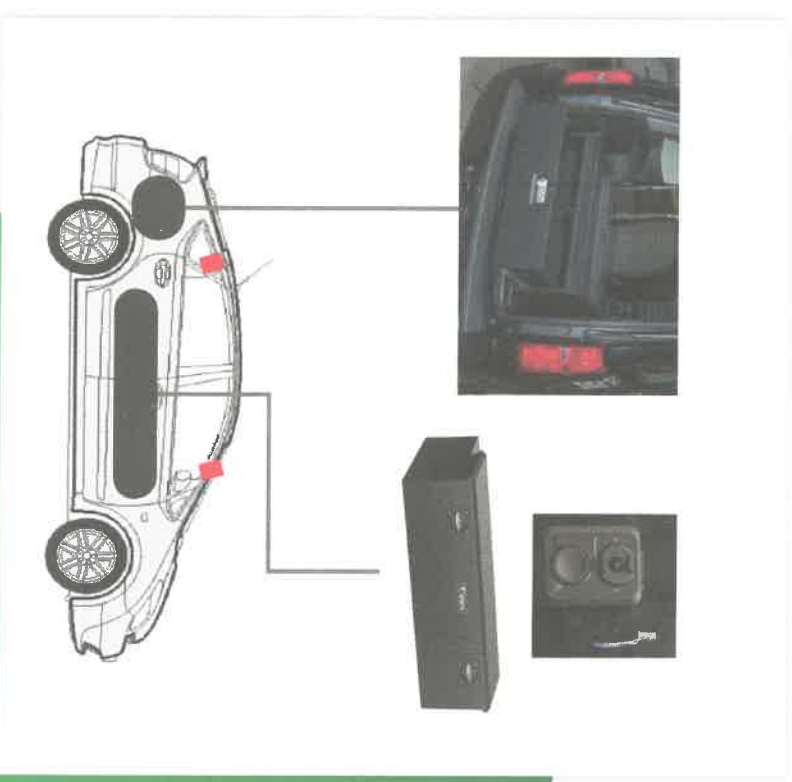
Product is stored in a locked storage box custom fit for the vehicle secured to the vehicle in both interior and rear trunk access points.

Tint:

Window tint will be comply with State limit.

Security:

Audio/Visual Camera equipped in front and rear. GPS and Real Time Video Monitoring.



Overview Of Security Procedures



Security, Surveillance, and Alarm Components:

Tradesman Exchange will have a security surveillance system that is designed to prevent theft or an unauthorized intrusion. The surveillance feed will be monitored in accordance State law.

- Exterior + Interior CCTV
- Key-Card access for secure entry points.



Third Party Security Audits:

Tradesman Exchange shall annually obtain at its own expense, a security system audit by a vendor approved by the Commission.



Employee Safety:

The vehicle and facilities are designed to provide safety to our employees and they will have access to a silent alarm in the event of encountering crime or other danger.

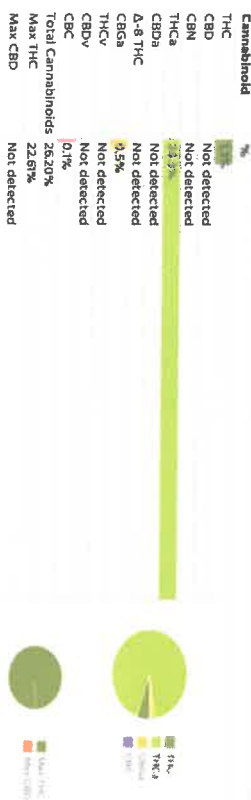
INDEPENDENT TESTING OF PRODUCTS FOR SAFETY AND HEALTH



Test report: Flower #12
 Client: *CartoonKush Cannabis Company*
 Client contact: *with report*
 Strain: *with report*
 Sample Type: Flower
 Batch: N/A
 Analyst: LC
 Authorization: MK
 Product ID: 518-15007
 Receipt Date: 9/4/2018
 Test Date: 9/5/2018



Cannabinoid Profile



Percentage data represents weight percentage of sample as received by MCR Labs. THC is converted to THCa by heat. To find the maximum theoretical amount of THC in a sample, we add the amount of THC present in the sample to the amount of THCa that can be created from THCa by the formula: $Max\ THC = THC + THCa \cdot 0.877$. The maximum theoretical amount of CBD in a sample is calculated from CBD and CBDa in a similar fashion. This report and all information herein shall not be reproduced, except in its entirety, without the expressed consent of MCR Labs. Results may vary. Results are only for the samples supplied to MCR Labs.



Test report: Concentrate #6
 Client: *CartoonKush Cannabis Company*
 Client contact: *with report*
 Strain: *with report*
 Sample Type: Concentrate
 Batch: N/A
 Analyst: MS
 Authorization: MK
 Product ID: 518-15035
 Receipt Date: 9/4/2018
 Test Date: 9/9/2018



Cannabinoid Profile



Percentage data represents weight percentage of sample as received by MCR Labs. THC is converted to THCa by heat. To find the maximum theoretical amount of THC in a sample, we add the amount of THC present in the sample to the amount of THCa that can be created from THCa by the formula: $Max\ THC = THC + THCa \cdot 0.877$. The maximum theoretical amount of CBD in a sample is calculated from CBD and CBDa in a similar fashion. This report and all information herein shall not be reproduced, except in its entirety, without the expressed consent of MCR Labs. Results may vary. Results are only for the samples supplied to MCR Labs.

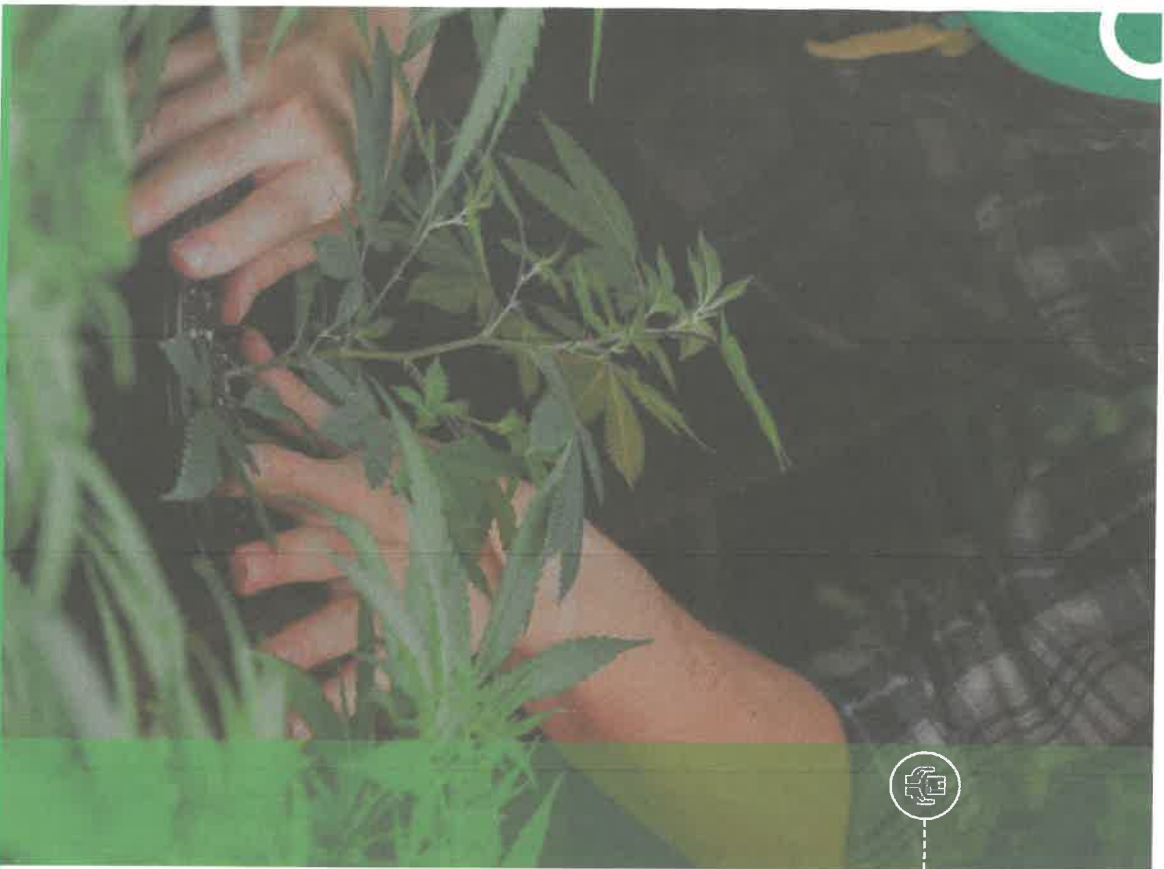


Storage Of Products

Storage of Finished Products:

All finished marijuana products shall be secured in a locked vault to prevent diversion, theft and loss.

- All safes, vaults, or areas used for the storage of marijuana products shall be kept securely locked and protected from entry, except for the actual time required to remove or replace marijuana.
- All locks and security equipment shall be kept in good working order.
- Security measures, such as combination numbers, passwords or electronic or biometric security systems shall be used on the property and only shared with specifically authorized employees.



Diversion Prevention



Incident Reporting:

Tradesman Exchange shall notify appropriate authorities and the Commission of any breach of security within 24 hours following discovery of the breach.

Notification shall occur during the following occasions:

- Discovery of discrepancies identified during inventory;
- Diversion, theft or loss of any marijuana product;
- Any criminal action involving or occurring on or in the property;
- Unauthorized destruction of marijuana;
- Any loss or unauthorized alteration of records related to marijuana;
- An alarm activation or other event that requires response by public safety personnel;
- The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours;

Community Partners



Responsible Team:

Experienced Operators with existing CCC and Municipal approval including stringent background checks and application process



Community Impact Fee:

Total allowable impact fee of 3% gross revenue



Economic Empowerment:

Expedited and Priority CCC Application Review Delivery 3 Year exclusivity period



Positive Impact Plan:

Plan to promote local community by working with the Chamber of Commerce to promote new cannabis business growth and training.



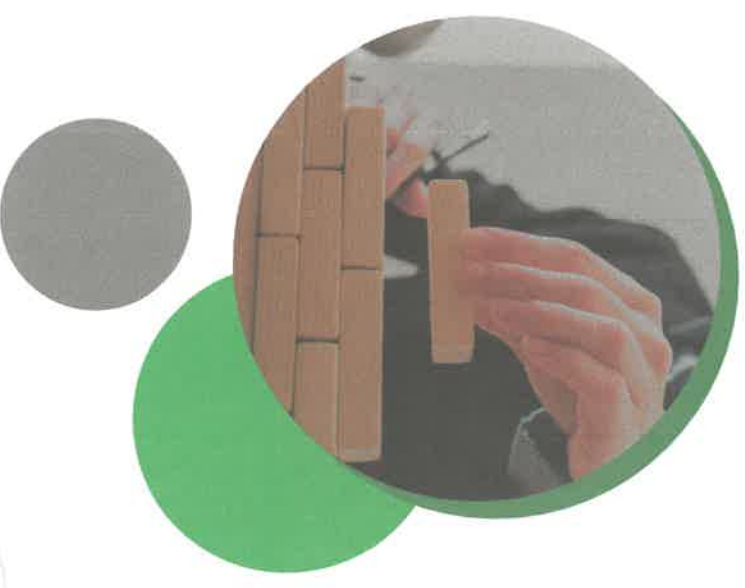
Diversity Plan:

Plan to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation



Economic Development:

Our investment and community partnership will collaterally affect local economy with increased job opportunities.



Timeline



Community Outreach

Meeting

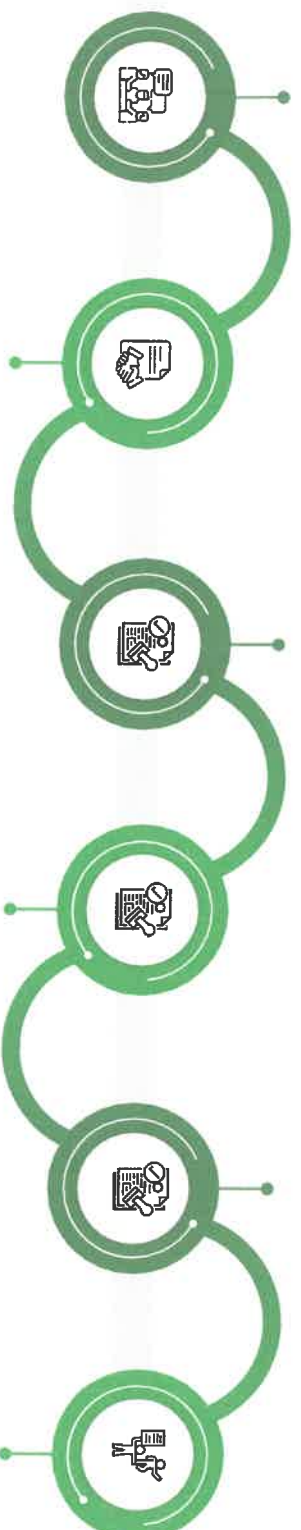
May 26 2022

CCC Provisional
License

July 2022

CCC Final License

October 2022



June 2022

Host Community
Agreement

August-September 2022

Installation of Security
Features and limited
interior construction

November 2022

Commencement of
Operations





TRADESMAN EXCHANGE LLC

Licensed Delivery Marijuana Establishment
For Adult Use under 935 CMR 500.000

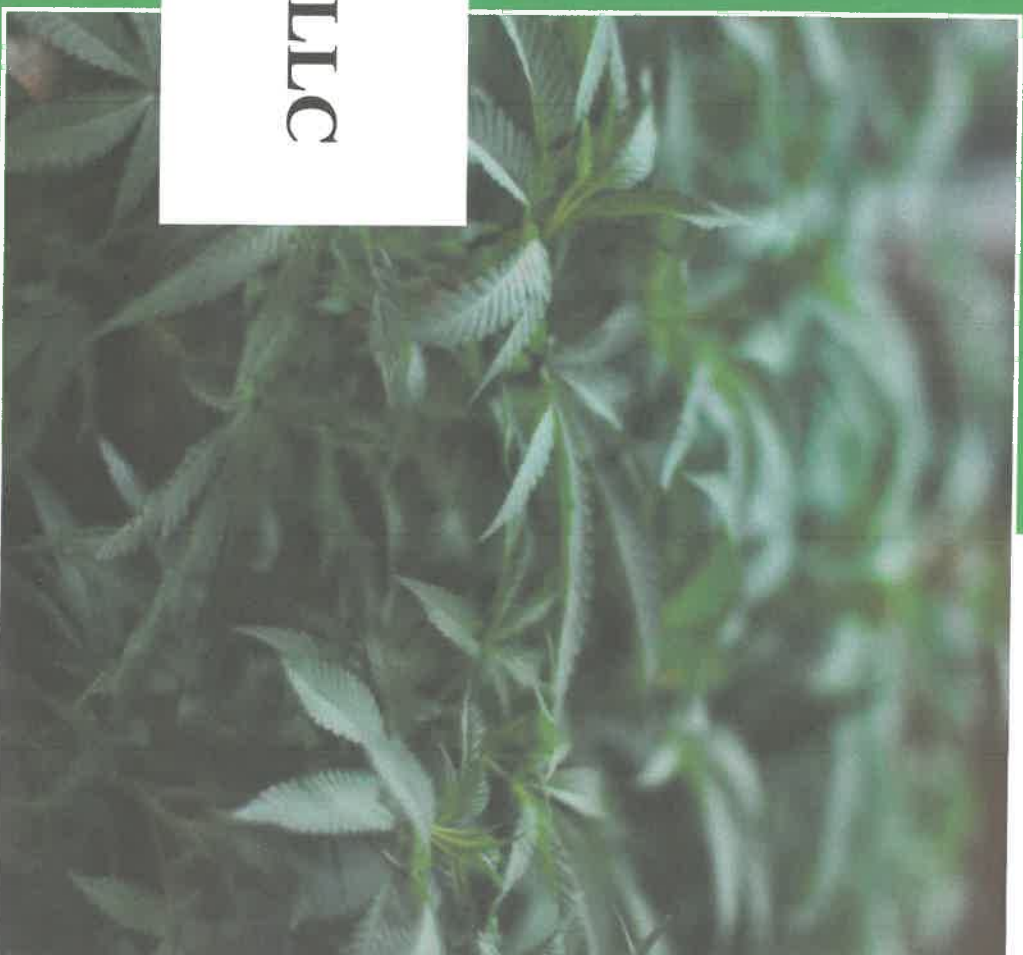


EXHIBIT 6

Resume of Executives and Officers

Jeffrey Pepi Jr.

170 Elm Street • New Bedford, MA 02740 • Jeff@growthinhealth.org • 774-722-3387

Education:

Cape Cod Technical School Harwich, MA 02635

- High School (1991 - 1995) graduated salutatorian

Bristol Community College, New Bedford, MA

- Associates Degree (2010-2011)

Experience:

Growing in Health and Tree Beard, New Bedford, MA

Chief Executive Officer (January 2017- Present)

- Created a unique way for customers to gain knowledge about the endocannabinoid system
- Created a 501c3 charity International Cannabis Physicians Association
- Created an in home delivery service with personal assistance for uneducated customers
- Published multiple works in 1000 Watt magazine
- Started a mental health practice Hemp Therapies
- Registered Caregiver
- Provisional Licensed Marijuana Establishment

Strategic Transitions, New Bedford, MA

Chief Executive Officer (January 2011- Present)

- Life and Health Sales
- Mass Health and Connector Care enrollment
- Appointment setting solutions

Health Plan Solutions Sandwich, MA

Chief Financial Officer (January 2006 – December 2010)

- Fair Share Contribution Consulting work

Insurance Wholesalers, Centerville, MA

Sales Agent (January 1995 - December 2005)

- Top Sales in the country 6 years running
- Series 6 & 63

Leona Leaver

61 Coggeshal Street, North Dartmouth, MA 02747
Cell (508) 989-9226 or leonaleaver@yahoo.com

Objective

To obtain a challenging position with a growing company where I can utilize my education and professional experience to successfully contribute my skills to an emerging industry.

Education

Bristol Community College

- ❖ Associates for General Management most courses finished

1998

- ❖ CPR Certified
- ❖ First Aid Certified
- ❖ Certified in Sensitivity Training
- ❖ CDL License
- ❖ 7 D License

Education

- ❖ Keyboard Certificate Program 2000
- ❖ Attending Bristol Community College for Associate's Degree
In General Management 2006

Honors

- ❖ Received \$1500.00 Scholarship from NEPTA 2006
- ❖ Employee of the month

Related Experience

Respond transportation company

Dartmouth Mass

4/1012 to present

- ❖ Daily vehicle inspections.
- ❖ Transporting students in an orderly fashion.
- ❖ Maintain vehicle at home in orderly fashion

Gatra bus co

Taunton, MA

06/30/1998 to 4/2010

Bus Operator

- ❖ Daily transportation of public passengers for the Gatra Transportation and Para transit Service
- ❖ Daily vehicle inspections
- ❖ Day-off relief driver, knowledge of all routes
- ❖ Knowledge of all surroundings town's routes
- ❖ Safe installment of wheelchairs

Office work

- ❖ Ability to book trips
- ❖ Dispatching routes
- ❖ Verifying daily mileage logs

Amaral Bus Company

Westport ,MA

06/2003 to 2005

Motor Couch Driver

- ❖ Vehicle inspection
- ❖ Read road maps
- ❖ Keep daily logs
- ❖ Charter work within Southeastern Massachusetts and Maine and New Hampshire

Bus Operator

- ❖ Daily transportation of public passengers for the Gatra Transportation and Para transit Service.
- ❖ Safe installments of wheelchairs
- ❖ Daily vehicle inspections
- ❖ Day-off relief driver, knowledge of all routes.

School Time Bus Company**Acushnet, MA****01/1986 to 01/1998****Bus Operator**

- ❖ Daily vehicle inspections.
- ❖ Transporting students in an orderly fashion.
- ❖ Charter work within Southeastern Massachusetts.

Trumbley's bus school bus co**New Bedford MA****04/88 TO 1/1998**

- ❖ Daily vehicle inspections.
- ❖ Transporting students in an orderly fashion.
- Charter work within Southeastern Massachusetts

Van Driver with 7D endorsement

- ❖ Daily vehicle inspections.
- ❖ Transporting mentally and physically challenged students from home to school and from school to home.
- ❖ Transporting elderly with aging complication from and to daycare and medical appointment
- ❖ Traveling throughout Southeastern Massachusetts.
- ❖ Received CDL training and license after 1 year of employment.

Croines Restaurant**New Bedford, MA****01/1989 to 03/1997****Night Manager**

- ❖ Managing all aspects of the restaurant including but not limited to opening and closing the restaurant and cash registers.
- ❖ Scheduling and managing the wait staff.
- ❖ Handling food preparation for the morning staff and doing the short order cooking.

**Essential Skills
& Attributes**

- ❖ Extremely well organized.
- ❖ Effective verbal communication skills.
- ❖ Willing to face challenges on a daily basis.
- ❖ Natural "knack" for planning and scheduling.
- ❖ Very responsible – never sick, never late.
- ❖ Self-motivated with a strong sense of urgency.
- ❖ Excellent interpersonal and telephone skills.
- ❖ Highly adaptable.
- ❖ The ability to work with the elderly

Computer Skills

- ❖ Windows 98 – Greater New Bedford Regional Vocational Technical High School
- ❖ Windows XP 2003
- ❖ Excel, PowerPoint, Microsoft Word,
- ❖ basic QuickBooks a/r and a/p,

EXHIBIT 7
POLICIES AND PROCEDURES

TRADESMAN EXCHANGE LLC
CANNABIS CONTROL COMMISSION APPLICATION PLANS AND PROCEDURES
TABLE OF CONTENTS

Document

1. Plan to Obtain Insurance
2. Proposed Timeline
3. Security Plan
4. Emergency Management Plan
5. Odor Control
6. Prevention of Diversion
7. Storage Plan
8. Quality Control Testing Procedures
9. Dispensing Procedures
10. Maintenance of Financial Records
11. Energy Compliance Plan
12. Transportation Plan
13. Delivery Plan
14. Personnel Policies
15. Record keeping
16. Qualifications and Intended Training
17. Plan to Obtain Marijuana
18. White Labeling Plan
19. Unique Identifying Mark Used for Branding
20. Diversity Plan
21. Positive Impact Plan

Tradesman Exchange, LLC Plan to Obtain Insurance

Liability Insurance

Tradesman Exchange, LLC, shall obtain sufficient liability insurance to at least meet the minimum requirements under the regulations. Tradesman Exchange, LLC, will obtain, once licensed, a policy that shall include general liability and product liability insurance coverage of no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate annually. The deductible for each policy can be no higher than \$5,000 per occurrence. Vehicles used for delivery by the Licensee shall carry liability insurance in an amount not less than \$1,000,000 combined single limit. We are actively seeking insurance from several insurance companies including James River Insurance and Kaplansky Insurance, who are processing our requests for coverage so we can be insured when we become licensed.

TRADESMAN EXCHANGE, LLC

SECURITY PLAN

1. General: Tradesman Exchange's commitment to provide the public with quality products in a safe environment is safeguarded by our security plan integrated into our employee training and operating procedures. Our technologically advanced 24 hour a day physical and electronic security measures are designed to protect each aspect of our company including the premises, vehicles, equipment and products, employees, consumers, and the general public. Tradesman Exchange requires the backing of security measures surpassing typical liquor stores, luxury retail stores, and meeting, if not exceeding, the pharmaceutical, banking, and tourism industries. This commitment to security is implemented to ensure safety, increase public trust, decrease susceptibility to and incentive of organized crime, curtail employee misconduct, and deter and prevent unauthorized entry, theft, and diversion of products. Security is achieved by the use of trusted employees thoroughly scrutinized for allowing only authorized individuals into the premises, 24 hour electronic alarm and surveillance systems, proper lighting, and efficient building/vehicle layout design, third party security contractors, and secured and locked areas for specific employees to handle, process, dispose, and store marijuana.

2. Identification: All individuals seeking access to our delivery services must first be processed for identification at a retail facility we conduct business with. The individual must always be positively identified with a government issued identification card to limit access solely to individuals 21 years of age or older. No individual under the age of 21 years of age shall be allowed access to any retail premises or delivery service.

3. Loitering Prevention: Only individuals engaging in activity expressly or by necessary implication permitted by the adult use of marijuana regulation and its enabling statute are allowed to remain on the premises. Tradesman Exchange will limit the number of individuals allowed into the premises at a time to ensure proper monitoring, dissemination of information, and retail service. All individuals on the premises will be closely monitored by security camera and flagged for loitering and other unpermitted behavior. Any individuals found loitering or engaging in unpermitted behavior shall be respectfully warned of the offending behavior and removed from the premises by security. If necessary, the local police will be informed of any loitering.

4. Waste Disposal: The disposal of all organic waste composed of or containing marijuana and marijuana products shall be stored, secured, managed, and disposed of in accordance with all of Tradesman Exchange's operating procedures including this security plan, storage procedures, waste disposal procedures, and all applicable law. All aspects of the waste disposal shall be monitored to ensure marijuana in excess of the quantity required for normal, efficient operation under 935 CMR 500.105, and marijuana waste shall be processed into a mixture rendering the cannabis unusable for its intended purpose and recycled through composting at solid waste facility compliant with 310 CMR 16.

5. Entrance and Egress: All entrances to Tradesman Exchange shall be kept secure by electronic monitoring and locking mechanisms to prevent unauthorized access. The premises shall have a single entrance for employees and authorized visitors to enter under constant electronic surveillance and physical security staff during hours of operation. The general public will not be allowed onto the premises. This entry point shall be the identification check point as described in provision 2 of this plan. The premises will be compliant with the Americans with Disability Act.

6. Limited Access Areas: Tradesman Exchange shall have secure locations at the premises for its operations distinctly apart from the area in which the visitors will enter and obtain retail sales. Only authorized employees are granted access into this secure locked location and the single entry point shall have identification on the door in the form of a 12" x 12" sign with one inch lettering stating, "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only." All limited access areas are described in a schematic of the premises attached as Appendix 1 and incorporated for reference herein reflecting entrances and exits, walls, partitions, vegetation, flowering, processing, production, storage, disposal, and retail sales areas.

Access to limited access areas shall be restricted to employees, agents or volunteers specifically permitted by Tradesman Exchange, agents of the Commission, state and local law enforcement and emergency personnel. All employees shall visibly display an employee identification badge issued by Tradesman Exchange at all times during working hours and work operations. Only specifically authorized employees requiring work in the limited access areas shall be provided access and only the minimum number of employees essential for efficient operation.

All outside vendors, contractors and visitors shall obtain a visitor identification badge prior to entering a limited access area, and shall be escorted at all times by a Tradesman Exchange agent authorized to enter the limited access area. The visitor identification badge shall be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. All visitor identification badges shall be returned to Tradesman Exchange upon exiting the premises.

7. Employee Safety: The construction of the Tradesman Exchange facility and vehicles will be designed to provide safety to its employees and a means of immediately activating a silent alarm in the event of encountering crime or other danger. The security team will have a physical presence in the entrance of the secured area to prevent and deter crime.

8. Storage of finished products: All finished marijuana products shall be secured in a locked vault to prevent diversion, theft, and loss. All safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing, or storage of marijuana products shall be kept securely locked and protected from entry, except for the actual time required to remove or replace marijuana. All locks and security equipment shall be kept in good working order. Keys shall be prohibited from being left in door locks and in a location accessible to persons other than specifically authorized employees. Security measures, such as combination numbers, passwords or electronic or biometric security systems shall be used on the property and only shared with specifically authorized employees.

9. Outside Perimeter: The outside perimeter of Tradesman Exchange shall be sufficiently lit to facilitate surveillance and safe ingress and egress for customers and the public. All marijuana products shall be kept out of plain sight and shall not be visible from a public place without the use of binoculars, optical aids, or aircraft. The exterior of the property shall not have any indication of the type of licensed operations in the premises. The proposed property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades one through 12, measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where Tradesman Exchange will be located. The premises have a parking lot, and it is bordered by a street providing a safe means of accessing the building with sufficient lighting. Trees, bushes, and other foliage outside of the property shall be maintained to prevent a person or persons from concealing themselves from sight.

10. Emergency prevention and reaction policies and procedures: Tradesman Exchange's property location, policies, and practices have been carefully tailored to prevent and avoid problems potentially associated with operation of a marijuana establishment. Nonetheless, Tradesman Exchange shall implement its existing emergency policies and procedures following an instance of dangerous encounters, marijuana diversion, theft or loss and shall regularly conduct an assessment to determine whether additional safeguards are necessary. Emergency policies include safety assessments, compliance auditing, reporting procedures, and training.

11. Incident Reporting: (a) Tradesman Exchange shall notify appropriate law enforcement authorities and the Commission of any breach of security immediately and, in no instance, more than 24 hours following discovery of the breach. Notification shall occur, but not be limited to, during the following occasions:

- discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product;
- any criminal action involving or occurring on or in the property;
- any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
- unauthorized destruction of marijuana;
- any loss or unauthorized alteration of records related to marijuana;
- an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by Tradesman Exchange;
- the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or
- any other breach of security.

(b) Tradesman Exchange shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(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.

(c) All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(7)(a) shall be maintained by Tradesman Exchange for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

(d) Tradesman Exchange shall actively train its employees and implement security measures to avoid the actions described in (a) above.

12. Third Party Security Audits. Tradesman Exchange shall annually obtain at its own expense, a security system audit by a vendor approved by the Commission. A report of such audit must be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to the establishment's security system, Tradesman Exchange shall also submit a plan to mitigate those concerns within ten business days of submitting the audit.

13. Access to the Commission, Emergency Responders and Law Enforcement. (a) The following individuals shall have access to Tradesman Exchange premises and its vehicle(s):

- Representatives of the Commission in the course of its authorized responsibilities;
- Representatives of other state agencies of the Commonwealth; and
- Emergency responders in the course of responding to an emergency.

14. Development of new safeguards: Tradesman Exchange's commitment to security includes an intent to progressively evolve its security requirements and training to fit the present needs of its operation. Tradesman Exchange's extremely stringent policies and procedures will be monitored by internal audits to ensure satisfactory performance of security measures and employees. Tradesman Exchange will internally develop additional safeguards against new threats through the experience gained from adhering to our security policies, utilizing security controls and monitoring, advancing our electronic surveillance, and lighting systems, managing customer purchases, monitoring activity in limited access areas, and processing and storing products in only secure rooms and vaults. Tradesman Exchange intends to work closely with the local community organizations and neighborhoods, local police department, state police and the Cannabis Control Commission in order to develop new strategies and safeguards.

15. Security and Alarm Components: Tradesman Exchange will have a commercial grade electronic security surveillance system that is designed to prevent and detect diversion, theft or loss of marijuana or unauthorized intrusion, by utilizing:

- A perimeter alarm on all building entry and exit points and perimeter windows, if any;
- A failure notification system that provides an audible, text or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees within five minutes after the failure, either by telephone, email, and text message;
- A duress alarm, panic alarm or hold-up alarm connected to local public safety or law enforcement authorities;
- Video cameras in all areas that may contain marijuana, at all points of entry and exit

and in any parking lot which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas, and areas where marijuana is cultivated, harvested, processed, prepared, stored, handled, or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the area;

- Twenty-four hour recordings from all video cameras that will be available for immediate viewing by the Commission upon request and that are retained for at least 90 calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if Tradesman Exchange is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information;
- The ability to immediately produce a clear, color still photograph whether live or recorded;
- A date and time stamp embedded in all recordings, which shall be synchronized and set correctly at all times and shall not significantly obscure the picture;
- The ability to remain operational during a power outage through the use of an onsite power- generator; and
- A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alternation of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

16. Additional Security and Alarm Components: a. All security system equipment and recordings shall be maintained in a designated secure office location on-site to prevent theft, loss, destruction, and alterations.

- Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room is available to the Commission upon request. The onsite surveillance room shall remain locked and shall not be used for any other function.
- All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.
- All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.
- Tradesman Exchange shall have an additional back-up alarm system, with all the capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system.

17. Transportation: See Transportation Specific Procedure.

18. Storage Security: Marijuana shall be stored in a safe, steel cabinet, storage container, enclosure or vault having the following minimum specifications:

- The storage structure shall be capable of being locked and either bolted or cemented to the floor and walls in such a way that it cannot be readily removed;
- The storage structure shall be equipped with an alarm system which, upon attempted unauthorized entry, shall transmit a signal directly to a central protection company or a local or State police agency which has a legal duty to respond, or a 24-hour control station operated by Tradesman Exchange, or such other protection as the Commission may approve.
- The storage structure shall be made of sufficient quality material to meet or exceed the standards established for the physical security control standards set forth for narcotic treatment programs and compounders under 21 CFR 1301.72(b).
- The storage structure shall remain locked at all times unless when necessary for the transportation of product.
- The storage areas shall be accessible only to an absolute minimum number of specifically authorized employees. When it is necessary for employee maintenance personnel, nonemployee maintenance personnel, business guests, or visitors to be present in or pass through storage areas, Tradesman Exchange shall provide for adequate observation of the area by an employee specifically authorized in writing.
- When several types of marijuana and marijuana products are handled separately by Tradesman Exchange for different purposes (e.g., damaged goods, processed goods, or goods in process), the substances may be stored separately, provided that each storage area complies with the requirements set forth in this section.

19. Delivery Specific Requirements: The Delivery Operation shall be securely operated in accordance with the following procedures:

- All vehicles shall be equipped with a GPS monitoring device that is not a mobile device at all times that the vehicle contains marijuana. 935 CMR 500.110(8);
- The GPS monitoring device is monitored by the company at a fixed location during the transportation of marijuana for the purpose of home delivery with local checks occurring at least every 30 minutes. Monitoring of the GPS device and location may be delegated to a Third-Party Technology Platform provider provided that the licensee shall be responsible for ensuring that monitoring occurs as required. 935 CMR 500.110(8);
- Secure and consistent communication between each vehicle and the Marijuana Establishment's dispatching location which shall be capable of being monitored at all times that a vehicle is performing a delivery route. 935 CMR 500.110(8);
- Each vehicle shall be kept secure to prevent unauthorized access. 935 CMR 500.110(8);
- Each vehicle must include a vehicle security system that includes an exterior alarm. 935 CMR 500.110(8);
- Each vehicle must include a secure, locked storage compartment in each vehicle that is not easily removable for the purpose of transporting the marijuana. 935 CMR 500.110(8);
- Each vehicle must include 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. 935 CMR 500.110(8);

- Each vehicle must include a video system which shall have the ability to produce a clear color still photo whether live or recorded. 935 CMR 500.110(8);
- Each vehicle must include a video system which shall have the ability to produce date and time stamp embedded in all recordings which shall be synchronized and set correctly at all times and shall not significantly obscure the picture. 935 CMR 500.110(8);
- All security equipment in each vehicle shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test. 935 CMR 500.110(8);
- Licensee Agents shall have on their person an operational body camera during all times that the Marijuana Establishment Agent is outside of the delivery vehicle for the purpose of transacting a delivery to consumers. 935 CMR 500.110(8);
- Body cameras shall record all deliveries to consumers. 935 CMR 500.110(8);
- Body cameras shall be displayed conspicuously on the Marijuana Establishment Agent's person. 935 CMR 500.110(8);
- Consumers shall be notified of the use of body cameras to record delivery transactions at the time of order, on the proof of order and by the Marijuana Establishment agent on arrival at the residence. 935 CMR 500.110(8);
- Licensee shall maintain video from body cameras confidentially and protected from disclosure. 935 CMR 500.110(8);
- The Licensee shall implement data security, records retention, and record destruction policies for body camera video in compliance with applicable federal and state privacy laws, including but not limited to the Driver Privacy Protection Act, 18 USC § 2721, the Massachusetts Identify Theft Act, M.G.L. c. 93H, 201 CMR 17.00. 935 CMR 500.110(8);
- The Licensee shall not share or disclose any portion of the information or video footage collected as the result of the use of a body camera to any third-party not explicitly authorized to have access to that video footage. 935 CMR 500.110(8);
- A Licensee shall make video footage available to law enforcement officers acting in his or her official capacity pursuant to a validly issued court order or search warrant demonstrating probable cause. 935 CMR 500.110(8);
- All vehicles must be staffed with a minimum of two Marijuana Establishment Agents. 935 CMR 500.110(8);
- At least one Marijuana Establishment Agent shall remain with the vehicle at all times that the vehicle contains Marijuana or Marijuana Products. 935 CMR 500.110(8);

20. Prior to making a delivery, all Agents acting as delivery employees shall have attended and successfully completed Responsible Vendor Training which shall include, but may not be limited to, training on:

- Safely conducting deliveries;
- Safe cash handling practices;

- Strategies for de-escalating potentially dangerous situations;
- Collecting and communicating information to assist in investigations;
- Procedures for checking identification;
- Indications of impairment;
- Notification to Consumers of use of mandatory recording devices; and
- Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program. 935 CMR 500.110(8).

21. Video of deliveries shall be retained for a minimum of 30 days, or for the duration of an investigation by the Commission or by law enforcement, whichever is longer. 935 CMR 500.110(8);

22. Unless retained for investigative purposes, the Licensee shall erase or otherwise destroy videos after the 30-day retention period. 935 CMR 500.110(8);

23. A Marijuana Establishment Agent shall document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities in which the establishment is licensed within 24 hours of the discovery of such a discrepancy. 935 CMR 500.110(8);

24. Licensee shall report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport immediately and, under no circumstances, more than 24 hours of becoming aware of any accidents, diversions, losses, or other reportable incidents. 935 CMR 500.110(8);

25. The following individuals shall have access to Delivery-only Licensee operations and vehicles, including video recordings:

- Representatives of the Commission in the course of responsibilities authorized by M.G.L. c. 94G or 935 CMR 500.000;
- Representatives of other state agencies acting within their jurisdiction; and
- Law enforcement, police and fire departments, and emergency medical services in the course of responding to an emergency. 935 CMR 500.110(8)

26. All vehicles used for home delivery are subject to inspection and approval by the Commission prior being put into use. 935 CMR 500.110(8);

27. It shall be the Licensee's responsibility to make the Commission aware of its intent to introduce a new vehicle into operation and ensure an inspection of the vehicle prior to commencing operation. 935 CMR 500.110(8);

28. Firearms are strictly prohibited in vehicles and on Marijuana Establishment Agents performing home deliveries. 935 CMR 500.110(8);

29. An on-site secure locked safe or vault used exclusively for the purpose of securing cash shall be implemented and utilized securely. 935 CMR 500.110(7);

30. Cameras shall be directed where cash is kept, handled, and packaged. 935 CMR 500.110(7);

31. A written process shall be maintained and followed for securing cash and ensuring transfers of deposits to the Marijuana Establishment's financial institutions. 935 CMR 500.110(7);
32. Use of an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25. 935 CMR 500.110(7);
33. Use of a locked bag for the transportation of cash from a Marijuana Establishment to a financial institution or DOR facility if approved for an alternative security measure. 935 CMR 500.110(7);
34. Transportation of cash shall be conducted in an unmarked vehicle if approved for an alternative security measure. 935 CMR 500.110(7);
35. Vehicle used to transport cash shall be staffed with a minimum of two agents if approved for an alternative security measure. 935 CMR 500.110(7);
36. Vehicle used to transport cash shall be equipped with real-time GPS tracking if approved for an alternative security measure. 935 CMR 500.110(7);
37. Vehicle used to transport cash shall have two-way communications with Marijuana Establishment if approved for an alternative security measure. 935 CMR 500.110(7);
38. Prohibiting the transportation of Marijuana or Marijuana Products at the same time that cash is being transported for deposit to a financial institution or DOR facility if approved for an alternative security measure. 935 CMR 500.110(7);
39. Approval of the alternative safeguard by the financial institution or DOR facility if approved for an alternative security measure. 935 CMR 500.110(7).

**TRADESMAN EXCHANGE LLC
EMERGENCY RESPONSE PLAN
800 FALMOUTH ROAD, UNIT 104-E/C, MASHPEE, MA 02649**

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SECTION 1: TO REPORT AN EMERGENCY

Immediately dial 911 for emergencies related to:

- FIRE
- POLICE
- EMERGENCY SERVICES AND AMBULANCE

* * * THEN immediately * * *

Call the Facility Supervisors:

Sean Coleman: 603-988-5004

Nicholas A. Gomes: 508-264-2530

* * * AND * * *

When the emergency alarm system sounds, everyone is required to immediately evacuate the building. Proceed out of the building and safely gather in the reassembly area:



SECTION 2: INTRODUCTION

The company has created this emergency response plan to be prepared in case of an emergency. The plan requires that all employees be trained and understand the emergency response plan so that it is carried out positively in case of an emergency.

The emergency response plan is designed to assist employees before and during an emergency. As part of the company's ongoing concern for the safety of employees and others who may visit the building, the guidelines and procedures contained in this emergency plan will put into practice and be maintained by the company's Director of Safety and other designated staff.

Employee training and participation is mandatory. Every reasonable effort has been made to ensure the accuracy of these materials. No set of procedures can cover every possible scenario and common sense is the guiding principle when facing an emergency situation. Safety is everyone's concern.

SECTION 3: BUILDING SAFETY FEATURES

The marijuana establishment consists of a building located at 800 Falmouth Road, Unit 104-E, Mashpee, MA 02649. The building is expected to receive light renovations of security upgrades. The video surveillance is available in real-time with access rights upon request by the police department. The fire control panel monitors the emergency equipment located in the building. Smoke detectors, pull stations, audible alarms, illuminated exit signs, fire extinguishers, and emergency lighting are located throughout the building. The evacuation floor plan that indicates the route of exiting the building and identifying the location of all fire equipment is identified on a posting in the retail area and employee lounge. All doors are fire rated to afford occupants with protection while exiting the building.

Fire Alarm & Smoke Detection: Fire alarms and Smoke detectors are located throughout the building. Once activated, a signal will be sent to the fire control panel, which indicates the location of the alarm. Please note that when the alarm system is engaged either through a pull station or smoke detector, an alarm will sound notifying the occupants to exit the building. Security receives the alarm on the fire control panel and will dispatch appropriate building personnel to investigate the matter.

Elevators: The building will not have an elevator.

Emergency Lighting: An emergency generator operates automatically during a power failure. Emergency lighting is provided in common areas, restrooms, around building exit points.

Extinguishers: Inspected and non-expired fire extinguishers are located throughout the building. See floor plans for location of extinguishers in the common areas. Should you use any extinguishers, please notify building management so that a replacement extinguisher can be provided.

Public Address: All occupants will be alerted to an emergency situation by audible alarm and emergency announcements made over the public address system. The building supervisor and

security staff will use two-way radios to coordinate emergency action. In the event of an emergency, an audible alarm will be heard. The sound of the alarm is a slow whoop. White flashing strobe lights will also activate in the common areas, restrooms and around building exit points for the hearing impaired. The public address system will be used during emergencies to provide relocation/evacuation instructions and other information. When the announcements occur, relocate to an area in which you can clearly hear the announcement, and immediately proceed to an exit point to reach the reassembly area.

SECTION 4: GENERAL EMERGENCY INFORMATION FOR ALL EMPLOYEES

In the event of an emergency, Managers and Supervisors will give instructions to employees and any members of the public in the building, close doors, and provide other required safety and first aid measures, unless otherwise directed by emergency response personnel. Some emergencies may require evacuation of the building. In this event verbal notice and/or alarms will be used to sound the evacuation.

- Remain calm and orderly; walk quickly but do not run.
- Follow instructions of Managers or other emergency personnel.
- Give assistance to any disabled persons in the area.
- Exit by the nearest exit point;
- Go to the assigned re-assembly site, outside area away from the building. Keep roadways and walkways clear for emergency personnel and vehicles. Our designated meeting place is grassy area to the south of the building and main consumer entrance to the facility. Check in with your Manager or Supervisor so that you can be accounted. WAIT FOR INSTRUCTIONS. Do not panic and remain calm. Assist those around you if possible. Do not re-enter the building until instructed to do so by Managers or emergency personnel.
- Become familiar with emergency procedures before an emergency.
- Review this plan twice each year, with self-assessment to ensure familiarity with:
 - Fire extinguisher locations & use
 - Occupancy issues
 - All emergency exits - seek a primary and secondary exit point.
 - Location of first aid kits
 - Location of other safety/emergency supplies
- If smoke is filling the building:
 - Pull the fire alarm box. Call 9-1-1 to report the fire and then call the Facility Supervisors
 - Crawl on your hands and knees to the nearest designated exit. DO NOT enter a smoke-filled room unless it is the only option for escape. Use an alternate exit if possible.
- If you can't evacuate:
 - In a fire or earthquake where exiting appears unsafe or blocked, it is best to remain in your office or take refuge in a safe area. If a fire occurs, close all doors and seal off cracks.

- In the event of a systems failure and there is no public address, follow the directions of Managers and Facility Supervisors.

- If you discover a fire:
 - If it is a small fire you may attempt to put it out with a fire extinguisher after pulling the fire alarm first. REMEMBER THE ABBREVIATION "PASS": P - pull pin, A - aim hose at base of flame, S - squeeze handle, S - sweep from side to side.
 - Keep yourself between an exit and the fire at all times. Do not risk your life for large and out of control fires- make your way to an exit immediately. Do not go past the fire to retrieve a fire extinguisher. Use two people if possible, one standing behind the person with the extinguisher watching and using safety precautions.
 - If the fire can't be put out, all personnel should be promptly notified so everyone can leave the area and exit the building.
 - Close doors behind you as you leave to slow down the spread of the fire. Proceed to an exit point to evacuate the building and gather at the assembly area.
- Be careful about opening doors:
 - Touch closed doors with the back of your hand before opening them.
 - If the door feels hot or warm, go to an alternate exit. A fire on the other side could blast through if the door is opened.
- If your and/or someone's clothes are on fire: Remember "STOP – DROP – ROLL"
 - “Stop (cover your face with hands), Drop(to the floor), and Roll”
 - If you are helping someone else, Smother the fire with a fire resistant blanket, rug, or heavy coat.
 - Call for medical help.
 - Remove any smoldering clothing if it is not stuck on. Remove any jewelry on the burn victim. Cool the burn area with cold running water if possible. Administer further first aid if trained.

SECTION 5: ASSISTANCE FOR PEOPLE WITH DISABILITIES

Evacuation or Relocation of People with Disabilities:

Ask the person what type of assistance he/she requires. Follow the instructions carefully; the individual you are assisting knows what is best for him/her. Remember, people have rights, and all persons shall be respected. Life-safety team members should notify the Building Safety Director that the individual is being evacuated or relocated to an Area of Rescue Assistance. All persons with a disability shall be evacuated as a priority and relocated only if an exit is blocked. Ask the person to explain the special circumstances which necessitated the relocation (e.g. wheelchair with oxygen, individual too heavy to lift, etc.). Team members must also notify the Building Safety Director of individuals who do not evacuate or who have special evacuation needs.

Evacuate all persons in wheelchairs. In the event a wheelchair is unable to be removed or easily transported, remove the person as a priority. Carry the individual to safety if necessary. Once the person is removed from the wheelchair, know that this person may be unable to move from that position or location independently. The building supervisor director must immediately notify on-scene Fire or Police personnel of this person's location. If time and safety permit, tag the wheelchair with the owner's name. Attempt to reunite the owner with the wheelchair as quickly and safely as possible.

Service animals must be evacuated with their owner.

Provide verbal instructions and information for people with impaired vision.

Direct persons with hearing disabilities to the exit points and flashing emergency signals. Turn lights off and on to attract the attention of people with hearing limitations if necessary. (NOTE: After an earthquake, DO NOT turn any switches on or off until you are sure there is no gas leak.) Check work spaces, bathrooms, and areas of common use. Use the building safety supervisor's preprinted "EVACUATE NOW!" placards found in the fire binder to direct people with hearing impairments.

SECTION 6: GENERAL EVACUATION/RELOCATION GUIDELINES

Only initiate an evacuation or relocation if conditions present a threat to life, safety, or if you are instructed by fire or police personnel, or public address announcement to evacuate. Do NOT automatically evacuate or relocate after an earthquake.

- Identify life-safety team members. Designate the exits to be used and destination. Give each of them an "EVACUATE NOW!" Placard.
- Building Safety Director will sweep the floor, instructing employees to "Evacuate/relocate to assembly area. Areas to be checked are: Restrooms, Cultivation Room, Manufacturing Room, ^ Offices, and Common areas
- Check floor for people needing assistance. Assign responsible staff to them as available.
- When all personnel and visitors have evacuated/relocated, conduct a final sweep of the floor before proceeding to re-assembly area.
- At the pre-designated assembly area, check off names of personnel known to have been on the evacuated areas.
- Upon arrival outside of building, immediately report location and condition of individuals who could not be evacuated/relocated. Report to security/emergency responders that assistance is needed.
- Reassure employees and visitors to keep calm and orderly. Provide them with pertinent information.

REASSEMBLY AREA ON PAGE ONE.

SECTION 7: EARTHQUAKE EMERGENCIES

During an earthquake: If you are in the building, STAY INSIDE. DO NOT EVACUATE.

If you are outside, **STAY OUTSIDE**. Move to an open area away from the building, trees, power lines, and roadways.

Call out “**EARTHQUAKE, DUCK, COVER AND HOLD**” Duck, cover and hold. Wait until ground-shaking stops. Visually assess safety before emerging. **REMEMBER, AFTERSHOCKS MAY OCCUR.**

Keep away from overhead fixtures, windows, filing cabinets and bookcases.

Assist any disabled persons in the area and find a safe place for them.

After an Earthquake: Call out, “Is everyone Okay?”

- Do not evacuate unless you are instructed to do so by the Building Safety Director/Building Security or other authority.
- Assign responsible employees to assist with rescue, first aid and hazard mitigation.
- Assign life-safety team members to verify the safety and well-being of employees or visitors with disabilities.
- Access emergency supplies.
- Assign life-safety team members to conduct damage assessment.
- Check for safety hazards; fire, electrical, gas leaks, water supply, etc. Send preliminary damage assessment information via a “runner” to the Safety Director or Alternate Safety Director.
- Encourage employees and visitors to stay in their area of the building until the area outside has been checked for falling debris, electrical wires, etc. Do not use land-line telephones. Place all phones back on-hook.

SECTION 8: FIRE/SMOKE EMERGENCIES

- Designate someone to call 9-1-1.
- Notify Building Safety Director and give location of smoke/fire as required.
- Extinguish small, incipient fires, as trained.
- Designate request a life-safety team member to monitor and engage.
- Designate a life-safety member to assist any disabled employee and/or visitors.
- Designate a life-safety team member to alert occupants to emergency conditions.
- Post a blank sheet of paper on the door or window of an area where people have taken refuge.
- Conduct a final “sweep” check of floor to confirm complete evacuation.
- Notify fire or police personnel as to the location of people who have not been evacuated and/or wheelchairs and other special devices.
- Notify fire or police personnel as to the location of people who have been evacuated without their wheelchairs.
- At pre-designated assembly area, cross-check names on employee roster with employees present.
- Report names of employees unaccounted for to Building Safety Director or to management.

SECTION 9: MEDICAL EMERGENCIES

In the event of a serious illness or injury on company grounds, immediately call security and/or Safety Director. Note any jewelry with an inscription of medical information and give appropriate first aid until the paramedics arrive. Do not move the victim unless necessary.

- Assign life-safety team member to call 9-1-1.
- Notify the Building Safety Director.
- Stay with the victim until help arrives.
- Provide first aid, as trained.
- Ask someone to notify victim's supervisor of incident.
- Secure employee/victim's personal belongings.
- Send someone to meet emergency responders and escort to victim.
- Notify employee/victim's emergency contact person. In the event of a non-emergency illness or injury on company grounds, notify your Supervisor or Manager.
- Fill out all required forms to report injury/problem. Follow procedures for filing report.

SECTION 10: ROBBERY OR CRIMINAL ACTS

In case of a robbery or other criminal acts, security, managers, and safety directors shall seek to safely notify the police of the crime through one of the several silent alarms located in the building.

- All employees shall remain calm and follow the instructions of the perpetrator.
- Contact the police as soon as it is safe to do so.
- Do not seek to confront or apprehend the perpetrator unless it is safe to do so and in the best interest of resolving the conflict.

SECTION 11: BOMB THREATS

- In case of a bomb threat or other emergency, call 9-1-1 and notify security, managers, and safety directors.
- Follow ALL instructions given by the police dispatcher.
- Isolate the employee who received the threat.
- Alert employees and visitors not to turn on or use radios.
- Evacuate one area at a time in the following sequence:
 - Area on which a device is located 2) Areas closest to the device 3) Remaining areas.

SECTION 12: IF A SUSPICIOUS PACKAGE OR OBJECT IS FOUND

- Assign a life-safety team member to prevent anyone from approaching or touching unidentified packages or objects.
- Evacuate the area of the suspicious package.
- Initiate an evacuation away from the floor on which a suspicious device is located.
- Take roll call of evacuated employees upon arrival at the predesignated assembly area.
- Report all pertinent information to police personnel arriving on the scene.
- Lead employees back to their floor after police personnel have secured the building.

SECTION 13: EXPLOSION

In the event of an explosion in the building, employees should take the following actions:

- Immediately take cover under tables, desks, or other such objects which will give protection against flying glass or debris.
- After the effects of the explosion have subsided, call 9-1-1 and Building Safety Director
- If necessary, activate the building's alarm system.
- Evacuate the immediate area of the explosion.
- Seek and assist injured and disabled persons in evacuating the building.
- Exit by way of the exit points, after they have been inspected for damage. Do not use electrical equipment.
- Once outside, move at least 150 feet away from the building. Keep roadways and walkways clear for emergency personnel and vehicles.
- Wait for further instructions from emergency personnel. Do not re-enter the building until instructed to do so.

SECTION 14: POWER FAILURE

In the event of a power failure:

- Keep at least one flashlight ready to use.
- Keep calm.
- In the event of a power failure the Building is equipped with an emergency generator which will activate automatically to run all life safety systems.
- Turn off computer equipment, electrical equipment, and appliances.

SECTION 15: PUBLIC RIOT/CIVIL DISTURBANCE

- Follow the instructions of the Building Safety Director, Alternate, or in their absence, other senior management personnel. Employees will be notified over the public address system when it is safe to leave the building.
- Avoid the area of disturbance. Avoid moving about or leaving the building.
- Safety Directors should check that all doors are closed, and the blinds or drapes are drawn.
- Avoid windows.
- Lock all entrance doors to offices.

- Report any suspicious person to Front Desk, Security and to the Building Safety Director and to the Police Department.
- Security will lock off lobby doors.
- Security will secure areas and lock them in the area they are in if the building is entered by unauthorized persons.

SECTION 16: CHEMICAL SPILLS

If immediate hazard exists, call the safety director, and evacuate the area.

- Do not breathe in or touch the chemicals.
- Confine the spill.
- Evacuate the immediate area and limit access.
- Notify the nearest Supervisor or Manager.

If a person is contaminated by a chemical:

- Take off contaminated clothing.
- Flush skin with cool water immediately for 15-30 minutes.
- Call security and/or safety director who will contact emergency personnel if necessary.
- Assist with first aid.

SECTION 17: SHELTER-IN-PLACE GUIDELINES

If you are told to Shelter-in-Place:

- Keep all windows closed.
- Turn off all fans, heating, and air conditioning systems.
- Go to an above ground room with the fewest windows and doors.
- Wet some towels and jam them in the crack under the doors, if fumes are coming in.
- Tape around doors, windows, exhaust fans or vents. Use plastic garbage bags to cover outlets and heat registers.
- If you are told there is danger of explosion, close the window shades, blinds, or curtains. To avoid injury, stay away from the windows.
- Stay in the room/office and listen to your radio/Building Management or your supervisor until you are told all is safe or you are told to evacuate.

SECTION 18: MANAGING DIFFICULT PEOPLE

- Don't over react. Be assertive but not aggressive. **DON'T TAKE IT PERSONALLY.**
- Speak in a clear, firm voice.
- Maintain eye contact with the individual. This helps "ground" the person.
- Assist co-workers who might be in a difficult situation. Page or phone them to diffuse a tense situation.
- Notify your supervisor immediately. The supervisor will decide if the police should be called.
- Maintain space or a barrier (desk or counter) between you and the harasser. He/she may feel challenged or threatened if his/her personal space feels violated.
- Don't threaten or raise your voice.

- Don't show visible anger or fear.
- Don't argue or engage in name-calling.
- Limit your body movements -- keep arm and hand gestures calm and still.
- Don't lie or give incorrect information.
- Listen to the person. DON'T INTERRUPT. Respond after he/she has finished.

SECTION 19: Checklists and Forms:

BUILDING SAFETY DIRECTOR CHECKLIST

- ___ Establish and coordinate emergency operations for the building and its staff.
- ___ Implement and maintain the facility emergency plan.
- ___ Assign responsible persons to the positions of deputy safety director from the management staff.
- ___ Solicit responsible persons for the position of deputy safety director.
- ___ Educate and train the deputy safety directors about their duties.
- ___ Check on the availability of the deputy safety directors on a regular basis.
- ___ Arrange for a proper program of accountability regarding who is available, what training is required.
- ___ Train the deputy fire safety director and engineers on the operation of the fire control panel.
- ___ Train these operators to perform the duties of the building safety director during periods when the building is not normally occupied, and the building safety director is not on the premises.
- ___ Maintain a plan for inspection and periodic testing to provide for the ready use of the life safety system, emergency generator, emergency lighting, fire alarms, smoke detectors, sprinkler system, voice notification system, HVAC system.
- ___ Instruct deputy safety directors in the daily visual inspection of fire and life safety equipment on their floor or in their area.
- ___ Conduct annual fire safety drills with all occupants of the building.
- ___ Establish a program, along OSHA guidelines, to educate personnel in the use of fire extinguishers.
- ___ Develop a program for the education of new employees and the re-education on a regular basis of all employees.
- ___ Maintain a fire binder for the fire department's use on premises and provide the fire department with a copy of the fire binder and all updates. This binder should include floor plans of the building, a description of the fire control system, and the names and location of physically challenged employees who work in the building.
- ___ Check that the deputy safety directors have, prior to an emergency, assigned persons to assist non-ambulatory and physically challenged individuals in the event of an emergency.

In case of fire:

- ___ Implement the fire emergency plan
- ___ Have a reliable method of promptly notifying the fire department or other emergency services. ^ Keep the lobby clear for responding fire units.
- ___ Hand to the first arriving fire chief a prepared fire binder.
- ___ Be able to advise fire fighters about the HVAC system operation, other service equipment in the building, cut off valves for electric and gas lines and other information pertaining to the

building.

- ___ Be aware of the fire department's fire attack procedures.
- ___ Be able to provide the fire department with keys to locked rooms, closets, secured areas, and keys required for emergency devices and equipment.
- ___ Advise the fire department upon their arrival to the building of the location of non-ambulatory and physically challenged individuals.
- ___ Maintain the re-set directions for all automatic fire equipment.

Fire Drills:

All employees are required to participate in a fire drill at least once a year.

- ___ Notify and schedule all deputy safety directors for a fire drill. Tell them to review their manuals and to have their team members do the same so that all can refresh their memories about how the team should function.
- ___ Use the public address system to announce that a fire drill is being conducted and sound the alarm.
- ___ After the drill, a team meeting will be held to audit the drill response and gather ideas on bettering the drills and responding to real emergencies.

Deputy Safety Director:

- ___ Will assume the duties of the building safety director in his/her absence.
- ___ Perform all tasks assigned by the building safety director.

**EMERGENCY RESPONSE/LIFE-SAFETY TEAM MEMBERSGENERAL
RESPONSIBILITIES CHECKLIST**

- ☐ Maintain up-to-date roster of life-safety team members.
- ☐ Attend annual refresher training, as scheduled by the facility supervisors.
- ☐ Maintain roster of full-and part time staff, including information pertaining to special needs (refer to sample "Employee Roster").
- ☐ Orient new employees to safety features of the building and responsibilities associated emergency responses.
- ☐ Participate in annual emergency drill, as coordinated by the Building Safety Director
- ☐ Complete quarterly safety inspection of individual work spaces and common areas. (Check for non-structural and fire hazards.)
- ☐ Submit Safety Inventory Checklist to Safety Director within one week following the inspection.
- ☐ Facilitate mitigation efforts as instructed by the Building Safety Director.

LIFE-SAFETY TEAM ROSTER

Name	Title	Contact
Sean Coleman	Building Safety Director	603-988-5004
Nicholas A. Gomes	Deputy Safety Director	508-264-2530

NEW EMPLOYEE ORIENTATION CHECKLIST

- ☐ Location of emergency exits.
- ☐ Location of fire alarm pull stations
- ☐ Location of fire extinguishers.
- ☐ Location of first-aid kits.
- ☐ Review of 9 -1-1 guidelines.
- ☐ Recommended personal emergency supplies.
- ☐ Availability of Area of Rescue Assistance.
- ☐ Evacuation procedures; pre-designated assembly area:
- ☐ Relocation procedures; pre-designated assembly area;
- ☐ Special needs.
- ☐ Introduction to life-safety team members.
- ☐ COVID-19 Protocols

SAFETY INVENTORY CHECKLIST

DATE OF INVENTORY:

AREA INSPECTED:

STATUS OF EMERGENCY EXITS:

MITIGATION REQUIRED:

DATE OF CORRECTION:

WORK SPACE CONDITIONS:

MITIGATION REQUIRED:

DATE OF CORRECTION:

STATUS OF CORRIDORS/AISLES:

MITIGATION REQUIRED:

DATE OF CORRECTION:

STATUS OF AREA OF RESCUE ASSISTANCE:

MITIGATION REQUIRED:

DATE OF CORRECTION:

STATUS OF EMERGENCY SUPPLIES/FIRST AID KITS:

MITIGATION REQUIRED:

DATE OF CORRECTION:

SUPPLIES NEEDED:

DATE SUPPLIES ORDERED:

DATE OF FIRE EXTINGUISHER SERVICE:

Signature of Safety Director

Date

ALTERNATE BUILDING SAFETY DIRECTOR AND DEPUTY SAFETY DIRECTORS RESPONSIBILITY CHECKLIST

The Alternate Safety Director will consist of other senior management personnel.
Responsibilities are as follows:

- ☐ Assist with evacuation when an alarm has been activated. Make decision to evacuate in cases other than when an alarm has been activated in Building Safety Director's absence.
- ☐ Ensure that disabled visitors or other persons in the building will receive assistance in evacuating the building when notified.
- ☐ Provide leadership, assistance, and follow-up to ensure establishment and continuity of the facilities' Emergency-Evacuation Plan.
- ☐ Assist in providing Managers with information and guidance for development of emergency preparedness activities.
- ☐ Familiarize oneself with the Building Safety Director's Responsibility checklist.
- ☐ Ensure safety and evacuation of all occupants
- ☐ Prior to an emergency, assign two people and an alternate to assist non-ambulatory and physically challenged persons. Maintain a record of all physically challenged persons in your area. Updated lists should be sent to the security office whenever there are changes.
- ☐ Monitor your area for equipment malfunction or safety hazards and report any findings to building management. Use the safety report form for all incidents. Make a daily check that fire exit doors are close and entry/exit points are unobstructed.
- ☐ Ensure that the floor plan showing evacuation routes and other fire/life safety information is posted in a common area & accessible to all employees. Speak to employees about evacuation routes informally.
- ☐ Establish communications with the Building Safety Director at the first indication that an emergency situation exists within the building WHEN AN ALARM HAS NOT BEEN ACTIVATED.
- ☐ Notify monitors to implement emergency procedures.
- ☐ Receive and report any unsafe conditions on floor/stairway areas. Receive reports from Area
- ☐ Directors and Monitors that all areas have been evacuated.
- ☐ Exit building and direct individuals to the assembly area.

PERSONS WITH DISABILITIES MONITORS RESPONSIBILITY CHECKLIST

☐ Go immediately to the location of the disabled person and assist in his/her evacuation from the building.

☐ Make prior arrangements to locate and identify which disabled persons working in the building would need assistance during an evacuation.

☐ Wherever possible, arrangements should be made with disabled persons, and those who normally provide transportation for him/her, to continue to provide transportation away from the area in the event it becomes necessary.

☐ Notify the Manager and Building Safety Director of disabled persons and direct emergency response personnel to assist in evacuating the disabled person.

BOMB THREAT FORM:

Questions to ask:

Exact wording of threat: _____

- 1) When is the bomb going to explode? _____
- 2) Where is it right now? _____
- 3) What does it look like? _____
- 4) What kind of bomb is it? _____
- 5) What will cause it to explode? _____
- 6) Did you place the bomb? _____
- 7) Why? _____
- 8) What is your address? _____
- 9) What is your name? _____

What is caller's: Sex: _____ Approximate Age: _____

Caller's voice:

Who did it sound like? _____

^ Calm ^ Laughing ^ Lisp ^ Disguised ^ Angry ^ Crying ^ Raspy ^ Accent ^
Excited ^ Normal ^ Deep ^ Familiar ^ Slow ^ Distinct ^ Ragged ^ If voice is familiar, ^Rapid
^ Slurred ^ Clearing throat ^ Soft ^ Nasal ^ Deep breathing ^ Loud ^ Stutter
^ Cracking voice

Background sounds: Phone line sounds: ^Street noises, ^House noises, ^Factory machines,
^Local, ^Cafe/bar, ^Motor, ^Office machines, ^Long distance, ^Voices, ^Clear, ^Animal noises,
^Other: _____ ^Music

Threat language: ^Well spoken, ^Foul, ^Incoherent, ^Irrational

Remarks: _____

DAMAGE ASSESSMENT FORM

Location:
Damage Code:

Location:
Damage Code:

Location:
Damage Code:

Location:
Damage Code:

Location:
Damage Code:

Location:
Damage Code:

Location:
Damage Code:

Location:
Damage Code:

Location:
Damage Code:

Location:
Damage Code:

Searched on Date/Time:
Searched by:

Damage Codes: F= Fire FT = Furniture tipped E = Electrical damage CW= Cracked walls
CC = Cracked ceiling DJ = Door jammed TV= Trapped victim W = Water leak G = Gas leak
WC = Cracked window CS = Chemical spill O = obstruction DN = Disabled needs assistance
R = Restroom/plumbing

EMERGENCY DRILL REVIEW

Date:

Time of drill:

Completion Scenario:

Areas involved:

Shift involved:

Name of Department Observers:

Problems noted:

Recommended retraining:

Recommended mitigation:

Signature: _____

Date:

ACCIDENT REPORT

NAME(S) OF AFFECTED ASSOCIATE(S):

DEPARTMENT:

ACCIDENT/INJURY REPORTED TO:

DATE OF ACCIDENT/INJURY/ILLNESS:

TIME:

NATURE OF ACCIDENT/INJURY/ILLNESS:

PART(S) OF BODY AFFECTED: SITE OF ACCIDENT/INJURY:

DID YOU/WILL YOU SEEK MEDICAL ATTENTION?

YES

NO

COMMENTS:

SIGNATURE

DATE

PLEASE TURN THIS FORM IN AS SOON AS POSSIBLE

EMERGENCY RESPONSE TEAM TRAINING EVALUATION

Please fill in the blank or check the box(es) that most accurately reflect your impressions of this training.

The goals and objectives for the training were:

• Clearly identified • Somewhat clear • Unclear • No opinion

The length of the presentation was: • Adequate • Too long • Too short • No opinion

The pace of the presentation was: • Adequate • Too fast • Too slow • No opinion

The presenters' understanding of the material was: • Thorough • Adequate • Insufficient

• No opinion

The presentations were: • Informative • Not informative • No opinion

The written materials were: • Useful • Not useful • No opinion

The video(s) were: • Useful • Not useful • No opinion

The training could have been improved by:

Topics I would like to have training on in the future include:

Name:

Dept:

SECTION 20: EMERGENCY EXIT AND REASSEMBLY AREA



**TRADESMAN EXCHANGE, LLC
ODOR CONTROL PLAN**

1. Facility Information:

- a. Name of Facility: Tradesman Exchange
- b. Facility Address: 800 Falmouth Road, Unit 104-E, Mashpee, MA 02649
- c. Point of Contact: Sean Coleman; 603-988-5004
- d. Facility Type: Licensed Marijuana Establishment;
- e. License Type: Marijuana Delivery Operator
- f. Floor Plan: See Business Plan
- g. Hours of Operation: 24 hour surveillance with staff from 7am to 10pm

2. Facility Odor Emissions Information:

General: Tradesman Exchange specifically designed its establishment with odor control features to limit and prevent the emission of cannabis odor from the building and property. Each license type in the establishment was scrutinized to ensure the odor control measures were adequate for each license and narrowly tailored to prevent the creation of a nuisance from marijuana odor. Tradesman Exchange understands marijuana has a unique pungent aroma offensive to some people and will safeguard the escape of offending smells through its odor control systems and procedures.

Cannabis Zones: Areas where cannabis is processed, stored, or loaded/unloaded will have odor control systems including air filtration and purification.

Exterior Doors/Windows: The windows and doors of the building shall always remain shut and locked except for emergencies and necessary ingress and egress. At no time shall marijuana be visible from a window or exterior entry door. At no time shall marijuana odor exit any windows or doors to allow a release of odor.

Ventilation Systems: The building will be outfitted with HVAC and specific ventilation system air scrubbing technology by activated carbon filtration to remove offending odors where necessary. Any air emitted from the ventilation systems will be clean and possess little to no odor discernable as marijuana. No marijuana odor or nuisance odors shall be noticeable to neighbors, residents, or passing traffic.

Cultivation: No cultivation is anticipated at this time.

Vaults: The vaults are sealed and locked protective rooms for the safe storage of marijuana and marijuana products. All marijuana and marijuana products in the vault will be in air-tight child-proof packaging. The vault zones will not emit any levels of marijuana odor into the interior air and will not emit any marijuana odor from the building.

3. Odor Mitigation Practices:

General: The company's odor mitigation practices are all based on industry-specific best control technologies and best management practices for odor-emitting sources. The company combines administrative practices and environmental controls to reduce and eliminate odor.

A. Administrative Controls: (i) The company shall implement procedural activities to prevent odor nuisance. The company utilizes building management responsibilities of isolating odor-emitting activities into zones and ensuring odor from one zone isn't transferred to another. The use of sealed doors separating the zones requiring key- card access isolates odor-emitting activities from other areas of the building.

(ii) Staff training procedures: Owners and Management are responsible to assist in training all employees about odor control. The odor control training shall include best practices of marijuana handling and storage, concealing and isolating odors, using the environmental controls and ventilation systems. Training will be required for all new employees and conducted on a reoccurring quarterly basis. The importance of closing doors, windows, and marijuana containers will be stressed for all employees. All marijuana processing shall be isolated so as not to escape to other zones. Management will be trained on all environmental controls to ensure the exhaust and filtration systems are running as required during all operations.

(iii) Recordkeeping systems and forms: The company shall maintain all records of odor complaints, purchases of replacement carbon, performed maintenance tracking, documentation, and notification of malfunctions, scheduled, and performed training sessions, and monitoring of administrative and engineering controls. Owners, Managers, and Safety Directors are responsible for receiving odor-related complaints. All complaints shall be recorded in a logbook or complaint report. The company shall respond to the complainant after resolving the problem informing them what action was taken.

(iv) Auditing: The company shall audit its odor control measures by quarterly testing to ensure employee compliance and engineering control success. The company shall regularly update its odor control measures as necessary to meet the needs of the company's odor creation and emission.

B. Engineering Controls: (i) The company's engineering controls shall be installed and maintained as operational on the commencement of the establishment and all days in operation. The engineering controls shall be sufficient to effectively mitigate odors for all odor sources including carbon filtration. The company's engineering controls are consistent with accepted and available industry-specific best control technologies designed to effectively mitigate odors for all odor sources.

(ii) Engineering Control Components: The engineering control components include air capture, filtration, and exhaust through a ventilation system. The ventilation system components shall be maintained and kept in good working order. The system is designed to treat the most offending odor-emitting activities of cultivation with carbon filtration. The medium-low odor areas are serviced by HVAC components to capture, filter, and exhaust through the ventilation

system. All air exchanges shall be of sufficient rate to treat odorous areas to meet the needs of each zone. Each zone shall have odor capture mechanisms and exhaust systems with the necessary flow rates and rates of absorption to meet the needs of each zone.

C. Maintenance Plan: The Management and designated employees shall be responsible for maintaining the engineering controls to ensure the odor mitigation systems are in good working order and performing as necessary to meet the needs to effectively mitigate odor. All carbon filters and other components shall be replaced as necessary to maintain performance.

D. Timeline: The design, review, installation, and operation of the various odor mitigation practices shall be fully operational before final licensure from the City and State.

TRADESMAN EXCHANGE LLC

PREVENTION OF DIVERSION

1. Identification: All authorized employees and visitors seeking access to the premises shall be positively identified with a government issued identification card to limit access solely to individuals 21 years of age or older. No members of the general public, unauthorized persons, or individuals under the age of 21 years of age shall be allowed access to the premises.
2. Security: Security of the licensed premises is achieved by the use of trusted employees thoroughly scrutinized for allowing only authorized entries of individuals 21 years of age or older, 24- hour electronic alarm and surveillance systems, and securely locked areas for surveillance equipment and areas for specific employees to handle, store, and dispose of marijuana.
3. Waste Disposal: The disposal of all organic waste composed of or containing marijuana and marijuana products shall be stored, secured, managed, and disposed of in accordance with all of the companies operating procedures including this security plan, storage procedures, waste disposal procedures, and all applicable law. All aspects of the waste disposal shall be monitored to ensure marijuana in excess of the quantity required for normal, efficient operation under 935 CMR 500.105, and marijuana waste shall be processed into a mixture rendering the cannabis unusable for its intended purpose and recycled through composting at solid waste facility compliant with 310 CMR 16.
4. Entry and Exit Points: All entrances and exits shall be kept secure by trained employees, electronic monitoring, and locking mechanisms to prevent unauthorized entry and reentry.
5. Pick up/Drop off: All entrances to load transfer areas shall be kept secure by trained employees, electronic monitoring, and locking mechanisms to prevent unauthorized access during pick up and drop off.
6. Limited Access Storage Areas: TRADESMAN EXCHANGE LLC shall have secure locations at the premises for its wholesale storage separate and distinctly apart from the load transfer area. Only authorized employees are granted access into this secure locked location and the single entry point shall have identification on the door in the form of a 12" x 12" sign with one inch lettering stating, "Do Not Enter—Limited Access Area—Access Limited to Authorized Personnel Only." Access to limited access areas shall be restricted to employees, agents or volunteers specifically permitted by TRADESMAN EXCHANGE LLC, agents of the Commission, state and local law enforcement and emergency personnel. All employees shall visibly display an employee identification badge issued by the company at all times during working hours and work operations. Only specifically authorized employees requiring work in the limited access areas shall be provided access and only the minimum number of employees essential for efficient operation.
7. Storage of finished products: All finished marijuana products shall be secured in a locked vault to prevent diversion, theft, and loss. All safes, vaults, and any other equipment or areas used for the production, cultivation, harvesting, processing, or storage of marijuana products shall be kept securely locked and protected from entry, except for the actual time required to remove or replace marijuana. All locks and security equipment shall be kept in good working order. Keys shall be prohibited from being left in door locks and in a location accessible to persons other than specifically authorized employees.

Security measures, such as combination numbers, passwords or electronic or biometric security systems shall be used on the property and only shared with specifically authorized employees.

8. Outside Perimeter: The outside perimeter of TRADESMAN EXCHANGE LLC's facility shall be sufficiently lit to facilitate surveillance and safe ingress and egress for customers and the public. All marijuana products shall be kept out of plain sight and shall not be visible from a public place without the use of binoculars, optical aids, or aircraft. The exterior of the property shall not have any indication of the type of licensed operations in the premises. The proposed property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades one through 12, measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where TRADESMAN EXCHANGE LLC will be located. The premises has a parking lot and is bordered by a street providing a safe means of accessing the building with sufficient lighting. Trees, bushes, and other foliage outside of the property shall be maintained so as to prevent a person or persons from concealing themselves from sight.

9. Emergency prevention and reaction policies and procedures: TRADESMAN EXCHANGE LLC's property, policies and practices have been carefully chosen to prevent and avoid problems potentially associated with operation of a marijuana establishment. Nonetheless, TRADESMAN EXCHANGE LLC shall implement its existing emergency policies and procedures following an instance of dangerous encounters, marijuana diversion, theft or loss and shall regularly conduct an assessment to determine whether additional safeguards are necessary. Emergency policies include safety assessments, compliance auditing, reporting procedures, and training.

10. Incident Reporting:

(a) TRADESMAN EXCHANGE LLC shall notify appropriate law enforcement authorities and the Commission of any breach of security immediately and, in no instance, more than 24 hours following discovery of the breach. Notification shall occur, but not be limited to, during the following occasions:

- discovery of discrepancies identified during inventory;
- diversion, theft, or loss of any marijuana product;
- any criminal action involving or occurring on or in the property;
- any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
- unauthorized destruction of marijuana;
- any loss or unauthorized alteration of records related to marijuana;
- an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by TRADESMAN EXCHANGE LLC;
- the failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or
- any other breach of security.

(b) TRADESMAN EXCHANGE LLC shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(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.

(c) All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(7)(a) shall be maintained by TRADESMAN EXCHANGE LLC for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

(d) TRADESMAN EXCHANGE LLC shall actively train its employees and implement security measures to avoid the actions described in (a) above.

11. Third Party Security Audits. TRADESMAN EXCHANGE LLC shall annually obtain at its own expense, a security system audit by a vendor approved by the Commission. A report of such audit must be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to the establishment's security system, TRADESMAN EXCHANGE LLC shall also submit a plan to mitigate those concerns within ten business days of submitting the audit.

12. Access to the Commission, Emergency Responders and Law Enforcement.

(a) The following individuals shall have access to TRADESMAN EXCHANGE LLC's premises and its transportation vehicle(s):

- Representatives of the Commission in the course of its authorized responsibilities;
- Representatives of other state agencies of the Commonwealth; and
- Emergency responders in the course of responding to an emergency.

(b) TRADESMAN EXCHANGE LLC's property layout plan, security plan, procedures, as well as all supplements shall be shared with the appropriate law enforcement and fire services authorities. The security plans and procedures shared with law enforcement authorities shall include:

- a description of the location and operation of the security system, including the location of the central control on the premises;
- a schematic of security zones;
- the name of the security alarm company and monitoring company, if any; and
- a floor plan or layout of the facility in a manner and scope as required by the municipality.

13. Development of new safeguards: TRADESMAN EXCHANGE LLC's commitment to security includes an intent to progressively evolve its security requirements and training to fit the present needs of its operation. TRADESMAN EXCHANGE LLC extremely stringent policies and procedures will be monitored by internal audits to ensure satisfactory performance of security measures and employees. TRADESMAN EXCHANGE LLC will internally develop additional safeguards against new threats through the experience gained from adhering to our security policies, utilizing security controls and monitoring, advancing our electronic surveillance, and lighting systems, managing customer purchases, monitoring activity in limited access areas, and processing and storing products in only secure rooms and vaults. TRADESMAN EXCHANGE LLC intends to work closely with the local community organizations and neighborhoods, local police department, state police and the Cannabis Control Commission in order to develop new strategies and safeguards.

14. Security and Alarm Components: TRADESMAN EXCHANGE LLC will have a commercial grade electronic security surveillance system that is designed to prevent and detect diversion, theft or loss of marijuana or unauthorized intrusion, by utilizing:

- a. A perimeter alarm on all building entry and exit points and perimeter windows, if any;
- b. A failure notification system that provides an audible, text or visual notification of any failure in the surveillance system. The failure notification system shall provide an alert to designated employees of TRADESMAN EXCHANGE LLC within five minutes after the failure, either by telephone, email, and text message;
- c. A duress alarm, panic alarm or hold-up alarm connected to local public safety or law enforcement authorities;
- d. Video cameras in all areas that may contain marijuana, at all points of entry and exit and in any parking lot which shall be appropriate for the normal lighting conditions of the area under surveillance. The cameras shall be directed at all safes, vaults, sales areas, and areas where marijuana is cultivated, harvested, processed, prepared, stored, handled, or dispensed. Cameras shall be angled so as to allow for the capture of clear and certain identification of any person entering or exiting the area;
- e. Twenty-four hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least 90 calendar days. Recordings shall not be destroyed or altered, and shall be retained as long as necessary if TRADESMAN EXCHANGE LLC is aware of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information;
- f. The ability to immediately produce a clear, color still photograph whether live or recorded;
- g. A date and time stamp embedded in all recordings, which shall be synchronized and set correctly at all times and shall not significantly obscure the picture;
- h. The ability to remain operational during a power outage through the use of an on-site power-generator; and
- i. A video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp and .gif. Exported video shall have the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alternation of the recorded image has taken place. Exported video shall also have the ability to be saved in an industry standard file format that may be played on a standard computer operating system. All recordings shall be erased or destroyed prior to disposal.

15. Additional Security and Alarm Components:
- a. All security system equipment and recordings shall be maintained in a designated secure office location on-site so as to prevent theft, loss, destruction, and alterations.
 - b. Access to surveillance areas shall be limited to persons that are essential to surveillance operations, law enforcement authorities, security system service personnel and the Commission. A current list of authorized employees and service personnel that have access to the surveillance room is available to the Commission upon request. The onsite surveillance room shall remain locked and shall not be used for any other function.
 - c. All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.
 - d. All security equipment shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.
 - e. TRADESMAN EXCHANGE LLC shall have an additional back-up alarm system, with all the capabilities of the primary system, provided by a company supplying commercial grade equipment, which shall not be the same company supplying the primary security system.
16. Storage Security: Marijuana shall be stored in a safe, steel cabinet, storage container, enclosure or vault having the following minimum specifications:
- a. The storage structure shall be capable of being locked and either bolted or cemented to the floor and walls in such a way that it cannot be readily removed;
 - b. The storage structure shall be equipped with an alarm system which, upon attempted unauthorized entry, shall transmit a signal directly to a central protection company or a local or State police agency which has a legal duty to respond, or a 24-hour control station operated by TRADESMAN EXCHANGE LLC, or such other protection as the Commission may approve.
 - c. The storage structure shall be made of sufficient quality material to meet or exceed the standards established for the physical security control standards set forth for narcotic treatment programs and compounders under 21 CFR 1301.72(b).
 - d. The storage structure shall remain locked at all times unless when necessary for the transportation of product.
 - e. The storage areas shall be accessible only to an absolute minimum number of specifically authorized employees. When it is necessary for employee maintenance personnel, nonemployee maintenance personnel, business guests, or visitors to be present in or pass through storage areas, TRADESMAN EXCHANGE LLC shall provide for adequate observation of the area by an employee specifically authorized in writing.

- f. When several types of marijuana and marijuana products are handled separately by TRADESMAN EXCHANGE LLC for different purposes (e.g., damaged goods, processed goods, or goods in process), the substances may be stored separately, provided that each storage area complies with the requirements set forth in this section.

TRADESMAN EXCHANGE, LLC
STORAGE OF MARIJUANA SUMMARY

1. General. Tradesman Exchange, LLC shall provide adequate lighting, ventilation, temperature, humidity, space, and equipment, throughout the premises for the proper handling, processing, and storing of marijuana in accordance with applicable law. See 935 CMR 500.105 and 500.110.
2. Tradesman Exchange, LLC 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 according to our waste disposal policy. In our efforts to be an energy and environmental leader in the industry we plan to utilize best management practices for energy use, waste disposal and environmental impact. We plan to limit production of waste and recycle all waste where possible. We will set and monitor our environmental impact goals from product choice, water consumption methods, cultivation practices, manufacturing methodology and technology, production materials, and waste generation and disposal.
3. Tradesman Exchange, LLC storage areas shall be maintained in a clean and orderly condition. All vehicles, equipment, and employee uniforms shall be kept clean and in accordance with all public health regulations. Records will be kept on the cleanliness of marijuana, marijuana products, and all areas of contact.
4. Tradesman Exchange, LLC storage areas will be free from infestation by insects, rodents, birds, and pests of any kind.
5. Tradesman Exchange, LLC storage areas for delivery purposes shall be maintained in accordance with the security requirements of the law, as set forth in its security policy, transportation plan, and dispensing procedures.

TRADESMAN EXCHANGE, LLC

QUALITY CONTROL AND TESTING PROCEEDURES

1) General: No cannabis product, including cannabis, will be sold, delivered, or otherwise marketed for adult use by Tradesman Exchange, LLC that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall 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) shall 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) Adverse Laboratory Results: Tradesman Exchange, LLC shall immediately respond to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1), including notifying The Cannabis Control Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both Tradesman Exchange, LLC, and the Independent Testing Laboratory, separately and directly. Tradesman Exchange, LLC notification must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. Records of such testing shall be maintained for one year. All transportation of cannabis to and from Independent Testing Laboratories providing cannabis testing services shall comply with 935 CMR 500.105(13). All storage of cannabis at a laboratory providing cannabis testing services shall comply with 935 CMR 500.105(11). All excess cannabis must be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess cannabis to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly. No cannabis product shall 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.

3) Ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- 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. 935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)

4) All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.

5) Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and
- Washing hands appropriately. 935 CMR 500.105(3)

6) Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. 935 CMR 500.105(3).

7) There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. 935 CMR 500.105(3).

8) Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. t to 935 CMR 500.105(12). 935 CMR 500.105(3).

9) Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. 935 CMR 500.105(3).

10) All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. 935 CMR 500.105(3).

11) All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. 935 CMR 500.105(3).

12) Water supply shall be sufficient for necessary operations. 935 CMR 500.105(3).

13) Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. 935 CMR 500.105(3).

14) The establishment shall provide its employees with adequate, readily accessible toilet facilities. 935 CMR 500.105(3).

15) Storage, delivery, and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. 935 CMR 500.105(3).

TRADESMAN EXCHANGE LLC

DISPENSING PROCEDURES

1. **Delivery Limits:** The company shall not deliver more than one ounce of marijuana or five grams of marijuana concentrate to a consumer per transaction. 935 CMR 500.140(4);
2. **Delivery Refusal:** The company may refuse to deliver marijuana products to a consumer if the establishment or agent believes the consumer or public would be placed at risk. 935 CMR 500.140(5);
3. **Nicotine Prohibition:** The company shall not deliver marijuana products containing nicotine. 935 CMR 500.140(5);
4. **Alcohol Prohibition:** The company shall not deliver marijuana products containing alcohol. 935 CMR 500.140(5);

TRADESMAN EXCHANGE LLC
MAINTAINING FINANCIAL RECORDS

1. General: TRADESMAN EXCHANGE LLC will ensure that there is a locked office for the purpose of keeping its business records, including financial records, for inspection by the Cannabis Control Commission upon request.
2. Maintenance: TRADESMAN EXCHANGE LLC will ensure that all records of a Marijuana Establishment shall be maintained in a secure location within the facility and in accordance with generally accepted accounting principles.
3. Confidentiality: TRADESMAN EXCHANGE LLC will ensure that all records will be kept in a locked area within a secured location within the facility not accessible to the public nor easily accessible to an unauthorized individual. Access to confidential records shall be limited to only those reasonably necessary for the operation of the business.
4. Closure: Following closure of TRADESMAN EXCHANGE LLC all records will be kept for at least two years at its own expense in a form and location acceptable to the CCC.
5. Accounting and Auditing: All of TRADESMAN EXCHANGE LLC's financial records shall be reviewed by an accountant or other tax professional for accuracy. Independent audits on the financial records shall be conducted annually.
6. Financial Records: All financial records of TRADESMAN EXCHANGE LLC shall be kept as required by 935 CMR 500.000, including, but not limited to:
 - (a) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
 - (b) Sales receipts from all license types;
 - (c) Bank statements;
 - (d) Employee payroll;
 - (e) Tax returns;
 - (f) Balance statements;
 - (g) Loan agreements;
 - (h) Assets and Liabilities;
 - (i) Monetary Transactions;
 - (j) Books of Accounts;
 - (k) Sale records;
 - (l) Salary and wages paid to each employee. 935 CMR 500.105(9).

TRADESMAN EXCHANGE LLC

ENERGY COMPLIANCE PLAN

1. General. The Company shall follow this energy compliance plan to identify potential energy-use reduction opportunities, consider opportunities for renewable energy generation, strategize to reduce electric demand, and engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21.

2. Energy Consumption Monitoring. The Company shall identify potential energy-use reduction opportunities (such as natural lighting and energy efficiency measure), and plan for implementation of such opportunities through energy consumption monitoring. The Company shall review the proposed energy consumption of its project and adjust operations based on energy-usage data collected. The facility upgrades, renovations, and future expansions shall be analyzed for energy saving opportunities. All energy saving opportunities shall be analyzed when equipment fails and needs to be replaced.

3. Renewable Energy Generation. The company shall consider all opportunities for renewable energy generation and include such energy generators into its building and site plan. The company seeks to use energy generators including electric vehicles, solar panels, wind turbines, and renewable thermal to reduce and stabilize its energy costs.

The company will evaluate and make energy supply decisions based on the needs of the operation as it progresses and make decisions to promote renewable options when possible. Renewable and alternative energy opportunities will be implemented when facilities are selected, upgraded, improved, or expanded.

The company will consider all available incentives and bill savings including

programs which can help offset costs of renewable and alternative energy installation, such as:

- Massachusetts Department of Energy Resources' Solar Massachusetts Renewable Target (SMART) (<http://masmartsolar.com/>);
- Renewable Portfolio Standard (<https://www.mass.gov/guides/rps-class-i-and-class-ii-statement-of-qualification-application>); and
- Alternative Portfolio Standard (<https://www.mass.gov/guides/aps-renewable-thermal-statement-of-qualification-application>; <https://www.mass.gov/guides/apply-to-the-aps-chp-flywheel-storage-and-fuel-cells>).

4. Reducing electric demand. The company shall implement strategies to reduce its electric demand. Energy demand will be monitored monthly, and adjustments made based on the data. The company will reduce electric demand with lighting schedules, active load management, energy storage, and electric vehicles.

5. Mass Save. The company shall engage with all Mass Save programs for energy efficiency offered under M.G.L. c. 25, § 21. The company shall seek energy efficiency and demand reduction measures through lighting, heating ventilation and air conditioning, vehicle selection, and other equipment. The company shall regularly reach out to Mass Save vendors to learn of new financial incentives, opportunities, rebates, and other audit reports are available.

6. Transport and Delivery Specific. The company shall use electric vehicles and alternative fuels such as biodiesel and natural gas to reduce carbon emissions and increase our energy security. Our intent is to have a fleet entirely of electric or hybrid technologies and will regularly evaluate for alternative fuel vehicle options. Energy and water conservation strategies shall be employed at the physical facility for transportation and delivery (e.g. garage, dispatch) should also be included.

TRADESMAN EXCHANGE, LLC

TRANSPORTATION PLAN

Transportation Between Marijuana Establishments

1. General: Tradesman Exchange LLC, shall transport cannabis with its delivery license and receive cannabis through a licensed third party company in a safe and secure manner in accordance with these procedures.
2. License Requirements: Marijuana products may only be transported between licensed Marijuana Establishments by registered marijuana establishment agents. Tradesman Exchange plans to contract with many licensed Marijuana Establishments, to transport that licensee's marijuana products to its central warehouse before deliver to the consumer.
3. Seed to Sale Tracking: Tradesman Exchange will ensure that all products to be transported are linked to the seed-to-sale tracking program.
4. Products to be Transported: Tradesman Exchange will ensure that all transported packages are sealed, labeled, and tamper or child-resistant packaging prior to and during transportation.
5. Refusal of Product at Destination: Tradesman Exchange will ensure that any marijuana product that is undeliverable or is refused by the destination Marijuana Establishment shall be transported back to the originating establishment.
6. Transportation Agents: Tradesman Exchange will staff all Transportation vehicles with a minimum of two marijuana establishment agents and one agent shall remain with the vehicle at all times that the vehicle contains marijuana or marijuana products. Tradesman Exchange will ensure no firearms will be located within the vehicle or on a marijuana establishment agent. Tradesman Exchange will ensure that each marijuana establishment agent transporting marijuana products shall has access to a secure cellular phone with a carrier that covers the area being transported within and will communication with personnel at the originating location at all times that the vehicle contains marijuana and marijuana products.

Each employee or agent transporting or otherwise handling marijuana products for Tradesman Exchange 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 the Marijuana Transporter prior to transporting or otherwise handling marijuana products. Tradesman Exchange will ensure that prior to shift each marijuana establishment agent is carrying his or her registration card and that during working hours they will at all times keep this identification on their person. Tradesman Exchange shall ensure that when agents are transporting marijuana products they will show clear identification on their person at all times. If law enforcement or the Commission request this identity upon proper identification of authority and request the agent will comply.

7. Origination: Tradesman Exchange will ensure that prior to leaving a Marijuana Establishment for the purpose of transporting marijuana products, the originating Marijuana Establishment has weighed, inventoried, and accounted for, on video, all marijuana products to be transported.

8. Procedure: Tradesman Exchange will video tape the weighing, inventorying, and accounting of marijuana products before transportation or after receipt, the video will show each product being weighed, the weight, and the manifest.

9. Transportation Log: Tradesman Exchange will keep a transportation log that will document all product intake, departures, destinations, and product delivery. Tradesman Exchange shall document any emergency stop during the transportation of marijuana products. This log created will describe the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.

10. Transportation Logistics: Tradesman Exchange shall ensure that all transportation times and routes are randomized. Tradesman Exchange shall monitor all transport vehicle activity and ensure that all transport routes remain within the Commonwealth.

11. Storage: Tradesman Exchange will ensure that all marijuana products that are being transported will be in a secure locked storage compartment that is a part of the vehicle transporting the marijuana products. Tradesman Exchange will ensure the storage compartment is bolted to the frame of the vehicle so that it cannot be easily removed.

12. Reporting Requirements: Tradesman Exchange shall require all Marijuana Establishment Agents document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours of the discovery of such a discrepancy. Tradesman Exchange will ensure that all Marijuana establishment agents shall 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 of such accidents, diversions, losses, or other reportable incidents.

13. Vehicles: All of Tradesman Exchange's vehicles used for transporting marijuana products shall be:

- a. owned or leased by Tradesman Exchange or the Licensed Third Party Transporter;
- b. used exclusively for transporting and storing marijuana products and no other transporting and storing of any other type of products;
- c. properly registered, inspected, and insured in the Commonwealth (documentation of such status shall be maintained as records of Tradesman Exchange, or the Marijuana Transporter, and shall be made available to the Commission upon request);
- d. equipped with an alarm system approved by the Commission;
- e. equipped with functioning heating and air conditioning systems appropriate for maintaining correct temperatures for storage of marijuana products;
- f. equipped with storage compartments so all marijuana products will not be visible from outside the vehicles and kept safe during loading, unloading, and transport;

- g. discretely designed so that it does not bear any markings of the company, the Marijuana Transporter, or indicate that the vehicle is being used to transport marijuana products;
- h. equipped with temperature controls that provide adequate temperature control to prevent the cannabis products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c);
- i. inspected by the Commission prior to initial transportation of marijuana products, and after any alteration to the locked storage compartment.

14. Multiple Deliveries to Licensed Establishments: Tradesman Exchange will ensure that when marijuana products for more than one Marijuana Establishment at a time, the marijuana products for each Marijuana Establishment shall be kept in a separate locked storage compartment during transportation and separate manifests shall be maintained for each Marijuana Establishment. If Tradesman Exchange in the future wants to transport marijuana products to multiple establishments, it will seek the Commission's permission to adopt reasonable alternative safeguards.

15. Global Positioning System: Tradesman Exchange will ensure that any vehicle used to transport marijuana products shall contain a global positioning system (GPS) monitoring device that is mounted inside the secure storage area and will remain inside the vehicle at all times that the vehicle contains marijuana products; this GPS will be monitored by Tradesman Exchange or Marijuana Transporter during transport of marijuana products. A marijuana establishment agent will confirm that the secure form of communication and GPS are operable immediately upon entering the vehicle. Tradesman Exchange will ensure that if communications or the GPS system fail while on route, the marijuana establishment agents transporting marijuana products will return to the originating location until the communication system or GPS system is once again operational. Tradesman Exchange will ensure that the marijuana establishment agents transporting marijuana products shall contact the originating location when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes. Tradesman Exchange will ensure the originating location will have a marijuana establishment agent assigned to monitoring the GPS unit and secure form of communication, they will log all official communications with marijuana establishment agents transporting marijuana products.

16. Manifests: Tradesman Exchange shall create a manifest in triplicate, with the original manifest remaining with the originating Marijuana Establishment, a second copy provide to the destination Marijuana Establishment upon arrival, and a copy to be kept with the licensed marijuana establishment agent during transportation and returned to Tradesman Exchange, or Marijuana Transporter upon completion of the transportation. The manifest shall be maintained within the vehicle during the entire transportation process, until the delivery is completed. All transportation manifests shall be kept in Tradesman Exchange's records for no less than one year and make them available to the Commission upon request. Prior to transportation a manifest will be securely transmitted to the destination Marijuana Establishment by email. Tradesman Exchange will ensure that upon arrival at the destination Marijuana Establishment, a marijuana establishment agent at the destination Marijuana Establishment shall compare the manifest produced by the agents who transported the marijuana products to the copy transmitted by email.

The manifest will include;

- a. the originating Marijuana Establishment name, address, and registration number;
- b. the names and registration numbers of the agents who transported the marijuana products;
- c. the name and registration number of the marijuana establishment agent who prepared the manifest;
- d. the destination Marijuana Establishment name, address, and registration number;
- e. a description of the marijuana products being transported, including the weight and form or type of product;
- f. the mileage of the transporting vehicle at departure from originating Marijuana Establishment and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to originating Marijuana Establishment;
- g. the date and time of departure from originating Marijuana Establishment and arrival at destination Marijuana Establishment for each transportation;
- i. a signature line for the marijuana establishment agent who receives the marijuana products;
- j. the weight and inventory before departure and upon receipt;
- k. the date and time that the transported products were re-weighed and re-inventoried;
- l. the name of the marijuana establishment agent at the destination Marijuana Establishment who re- weighed and re-inventoried products; and
- m. the vehicle make, model, and license plate number.

TRADESMAN EXCHANGE LLC

DELIVERY PLAN

Tradesman Exchange LLC, shall:

1. Deliver marijuana directly to consumers from a Marijuana Retailer or MTC with which Tradesman Exchange LLC has a Delivery Agreement (as a Delivery Operator), and from its own purchase of wholesale products, 935 CMR 500.050(10) (as a Delivery Operator);
2. Tradesman Exchange LLC shall not have a retail location accessible to the public, except as allowed by amendments to the law. 935 CMR 500.050(10).
3. All individuals delivering marijuana for Tradesman Exchange LLC directly to consumers shall be employees of Tradesman Exchange LLC. 935 CMR 500.145(1).
4. Only obtain marijuana for delivery from a licensed Marijuana Retailer with which Tradesman Exchange LLC has a Delivery Agreement and from its own purchase of wholesale products. 935 CMR 500.145(1).
5. Require that all agreements between Tradesman Exchange LLC and a Marijuana Retailer shall be disclosed under the requirements of licensure in 935 CMR 500.101 and subject to limitations on control over licenses under 935 CMR 500.050(1)(a). 935 CMR 500.145(1).
6. Notify the Cannabis Control Commission in writing of any substantial modification to a Delivery Agreement. 935 CMR 500.145(1).
7. Use a Third-party Technology Platform Provider to facilitate the ordering of marijuana by consumers. 935 CMR 500.145(1).
8. Notify the Commission in writing within five days of any substantial modification to an agreement between a Delivery-Only Licensee and a Third-party Technology Platform Provider. 935 CMR 500.145(1).
9. Require any Third-party Technology Platform to comply with privacy and consumer protection standards established by the Commission. 935 CMR 500.145(1).
10. Notify the Commission in writing of an ongoing basis of any new or additional or assigned agreements between a Delivery-Only Licensee and a Third-party Technology Platform Provider within five days. 935 CMR 500.145(1).
11. Limit the maximum retail value of marijuana allowed in Tradesman Exchange LLC's vehicle at any one time to \$10,000. 935 CMR 500.145(1).
12. Make deliveries of marijuana in an area geographically limited to:
 - The municipality identified as the Marijuana Establishment License's place of business;
 - Any municipality which allows for retail within its borders whether or not one is operational;
 - Any municipality which after receiving notice from the Commission, has notified the Commission that delivery may operate within its borders. 935 CMR 500.145(1)
13. Limit the time for delivery to comply with all municipal bylaws and ordinances, provided however, that all deliveries of marijuana must be completed before 9:00 P.M. local time

or the time determined by municipal bylaw or ordinance, whichever occurs first. 935 CMR 500.145(1).

14. Not deliver marijuana between the hours of 9:00 P.M. and 8:00 A.M., unless otherwise explicitly authorized by municipal bylaw or ordinance. 935 CMR 500.145(1).

15. Make every effort to minimize the amount of cash carried in the delivery vehicle at any one time. 935 CMR 500.145(1).

16. Make every effort to implement a platform for the electronic payment of funds for transactions. 935 CMR 500.145(1)

17. Store cash carried in a delivery vehicle within a stored locked compartment. 935 CMR 500.145(1)

18. Require orders for home delivery to be received by a Marijuana Retailer and transmitted to Tradesman Exchange LLC for delivery to a Residence. 935 CMR 500.145(2).

19. Require only the delivery of shelf-stable marijuana. Products that are perishable or time and temperature controlled to prevent deterioration shall not be allowed to be delivered by a Delivery-Only Licensee. 935 CMR 500.145(2).

20. Require deliveries of marijuana only be made to the Residence address provided. 935 CMR 500.145(2).

21. Prohibit any deliveries to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>. 935 CMR 500.145(2).

22. Only deliver marijuana for which a specific order has been received by a licensed Marijuana Retailer with which Tradesman Exchange LLC has a Delivery Agreement. 935 CMR 500.145(2).

23. Prohibit any deliveries of marijuana without a specific order destined for an identified residence.

24. Generate orders directly through a Marijuana Retailer or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(e). 935 CMR 500.145(2).

25. Prohibit any deliveries of more marijuana to an individual consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). 935 CMR 500.145(2).

26. Limit an Individual Order to not exceed one ounce of Marijuana or its dry-weight equivalent. 935 CMR 500.145(2).

27. Only deliver an individual order to the individual consumer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3). 935 CMR 500.145(2).

28. Only deliver to one Individual Order, per consumer, during each delivery. 935 CMR 500.145(2).

29. Not deliver to the same consumer at the same Residence more than once each calendar day and only during authorized delivery hours. 935 CMR 500.145(2).

30. Ensure each order is packaged and labeled in accordance with 935 CMR 500.105(5) and (6) originating the order prior to transportation. 935 CMR 500.145(2).

31. Prohibit maintaining custody of marijuana intended for delivery overnight. 935 CMR 500.145(2).

32. Ensure that any undelivered product is returned to the appropriate Marijuana Retailer and not retained by Tradesman Exchange LLC. 935 CMR 500.145(2).

33. Prior to the first Individual Order, require any consumer making a purchase for delivery by a Delivery-only Licensee shall require any consumer making a delivery purchase to have the government-issued photo identification a consumer intends to use to verify her or his age at the time of delivery examined and authenticated by the Marijuana Retailer. 935 CMR 500.145(3).
34. Perform a pre-verification of the consumer's identification in-person at the Marijuana Retailer's physical location or through a Commission approved electronic means and shall include examination of the consumer's valid, unexpired government- issued photo identification that bears a date of birth in accordance with 935 CMR 500.140(2)(d). 935 CMR 500.145(3).
35. Prohibit the delivery to any consumer who has not established an account for delivery through Pre-verification of the consumer's identification by the Marijuana Retailer. 935 CMR 500.145(3).
36. Prohibit the delivery of marijuana to any person other than the consumer who ordered the marijuana. 935 CMR 500.145(3).
37. Require, prior to relinquishing custody of the marijuana to the consumer, the Marijuana Establishment Agent conducting the delivery must verify that the identification of the consumer receiving the marijuana matches the pre-verified identification of the consumer who placed the order for delivery by:
- Viewing the valid government-issued photo identification as provided for Pre-verification under 935 CMR 500.145(3)(a);
 - Viewing proof of order generated at the time of order; and
 - Receiving the signature of the consumer who ordered the marijuana on the manifest for the marijuana and verifying that the signature matches the government-issued photo identification presented. 935 CMR 500.145(3).
38. Operate a warehouse for the storage of finished marijuana products and preparation of individual orders for delivery. 935 CMR 500.146(1).
39. Limit sales of not more than one ounce or its combined dry weight equivalent in finished marijuana products to consumers per day nor exceed the potency limits established by 935 CMR 500.150(4). 935 CMR 500.146(2).
40. Refuse to sell or deliver finished marijuana products to any consumer who is unable to produce valid proof of government-issued identification, if the public would be placed at risk, exceeds the daily transaction limit, that contains nicotine or alcohol. 935 CMR 500.146(3).
41. Shall only utilize a point-of-sale system approved by the Commission, in consultation with the Department of Revenue including monthly analysis and record retention directives. 935 CMR 500.146(4).
42. Shall make available educational materials about Finished Marijuana Products to Consumers including but not limited to a warning approved by the FDA and information describing the dosage, tolerance, dependence, and withdrawal. 935 CMR 500.146(5).
43. No Finished Marijuana Product may be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. 935 CMR 500.146(6).
44. Shall comply with the labeling and packaging requirements under 935 CMR 500.105(5) and (6) prior to delivery to Consumers. 935 CMR 500.146(7).

45. Shall provide the Commission with information to populate the Product Database regarding any products purchased wholesale. 935 CMR 500.146(8).

46. Shall maintain written policies and procedures which shall include:

- Policies and procedures for adequately tracking, recording, and documenting all Vendor Samples that the Delivery Operator receives from a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness, or a Craft Marijuana Cooperative; and
- Policies and procedures for adequately tracking, recording, and documenting all Vendor Samples that the Delivery Operator provides to employees for the purpose of assessing product quality and determining whether to make the product available to sell. 935 CMR 500.146(9).

47. Shall not sell a vendor sample and abide by vendor sample limits. 935 CMR 500.146(10).

48. Shall include a conspicuous and prominently displayed warning regarding the sale of vaporizers:

- “Marijuana Vaporizer Devices have been tested for Vitamin E Acetate and other contaminants, with no adverse findings. WARNING: Vaporizer Devices may contain ingredients harmful to health when inhaled.”
- “Consumers shall have access to the test results of Marijuana Vaporizer Devices including copies of any Certificates of Analysis provided by the device's manufacturer.”
- Include a physical insert that includes the language:
 - i. “Marijuana Vaporizer Devices have been tested for Vitamin E Acetate and other contaminants, with no adverse findings. WARNING: Vaporizer Devices may contain ingredients harmful to health when inhaled.” 935 CMR 500.146(11).

49. Shall not conspire to monopolize any part of the licensed activities authorized under 935 CMR 500.000. 935 CMR 500.146(12).

TRADESMAN EXCHANGE LLC

PERSONNEL AND EMPLOYEE STAFFING SUMMARY

1. General: Tradesman Exchange LLC is a Massachusetts cannabis company sowing the seeds of innovation by focusing on the local community and consumers to promote positive growth in our local economy while ensuring consistent access to safe premium marijuana. Tradesman Exchange LLC is committed to quality, responsibility and sustainability. Our three primary ideals permeate through our employee staffing plan to add to our unique growth as a company. Tradesman Exchange LLC values are built upon a foundation of social responsibility to our clients and local communities. Our commitment is demonstrated by our plan to operate locally, hire employees from our communities with diverse backgrounds without regard for race, disability, gender, and other statuses, and manage our employees with respect and due care in accordance to all laws.

2. Quality, Responsibility and Sustainability: Tradesman Exchange LLC' fundamental commitment to our clients and community begins with creating a pure and safe quality product. Our employees are trained with our policies and procedures to ensure our quality is never compromised to fulfill our obligations to the public and greater world at large. Our future employees are provided with at least a week of in-house training with a mentor for their job description. Our employees are required to meet all training specifications as created by the Cannabis Control Commission and as set forth by Tradesman Exchange LLC in its Employee Continuing Training Program, audit and monitoring of employee performances.

3. Qualifications: Tradesman Exchange LLC hiring practices is focused on obtaining and maintaining a skilled and diverse workforce. Our policies include seeking to hire over 51% of employees from New Bedford residents and other areas of disproportionate impact, veteran incentive hiring, affirmative action, equal employment opportunity, a zero tolerance policy for violence, discrimination, sexual harassment, and stalking, a drug-free workplace, and Americans with Disabilities Act and Family Medical Leave Act compliance. Tradesman Exchange LLC is creating an inclusive work environment welcoming and respecting all people based on merit and skill regardless of race, creed, colors, national origins, disabilities, gender, age, sexuality and orientation. Our diversity will make our company stronger and improve our ability to empower our community.

4. Employment Positions: Tradesman Exchange LLC will have the following positions:

I. Security: Security will ensure all of our products are safe from seed to the consumers leaving our premises. The security division will include building security, internal and external loss prevention investigations, and operations security for our products, employees, clients, and patients. Our focus will be on the safe access to our products as well as ensuring no product is diverted to unintended individuals and for illegal uses. Security will be the first line of defense to stop the diversion of marijuana to individuals younger than 21 years of age by checking for proper identification before entry into a secured area for the retail purchase of secured products.

II. Cannabis Consultant: A cannabis consultant provides retail assistance and processing to customers to effectuate an informed purchase of marijuana or marijuana products to fit the unique needs of the client. The cannabis consultant will be focused on providing information and advising clients so they obtain the safest and best experience through our various products and methods of consumption.

III. Cultivator: A cultivator harnesses our technology, equipment and nature to create and process only the highest quality marijuana flowers.

IV. Manufacturer: A manufacturer transforms the marijuana flower into various marijuana products including concentrates, edible infusions, oils, creams and topicals.

V. Manager: A manager oversees the various operations of the establishment and employees. This position designed to assist in promoting our company in the cannabis industry through operational management, research, community outreach, and regulatory compliance to ensure the company is always evolving to meet the needs of our community in a responsible manner.

VI. Executives: The executives of the company are Nicholas A. Gomes and Jeffrey Pepi Jr. The executives shall operate and manage the company while fulfilling numerous positions within the company.

VII. Director of Delivery/Transportation: The directors of Delivery and Transportation shall direct and manage the scheduling, logistics, and auditing of our delivery and transportation services. They shall be directly responsible for overseeing the delivery and transportation of marijuana and marijuana products from the marijuana establishment.

VIII. Deliverer/Transporter: The delivery and transportation agents shall be responsible for the delivery and transportation of marijuana products to either an eligible consumer or a licensed marijuana establishment. The agents shall follow all delivery and transportation specific protocols to ensure the safe and efficient delivery and transport of marijuana.

5. Alcohol, smoke and drug-free workplace: Tradesman Exchange LLC shall not allow alcohol, smoking and drug-use on its property. Such unauthorized use by an employee shall be subject to termination of employment.

6. Records: Employee records shall be kept orderly and maintained in a secured location in accordance to the company's record policy.

7. Termination: Any employee who violates the employee contract or any provision of the Tradesman Exchange LLC's policies and procedures shall be subject to immediate suspension if it is determined their actions or future employment will be detrimental to the company and the public good. Such actions justifying immediate termination and due notice to the Cannabis Control Commission include:

I. diverting marijuana or marijuana products;

II. engaging in unsafe practices with regard to operation of the company; and
III. any conviction or 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.

8. Cash: Employees shall use all care and reason for the safe handling of cash at the establishment. Sales will be limited to small quantities of products to prevent an influx of cash in an unsafe manner. Cash will be maintained during hours of operation in three locations including a cash register, a cash drawer drop with vault access, and a central vault. The cash register will start with \$200.00 at the opening of each shift and be limited to \$1,200.00 at any given time. Transfers of \$1,000.00 at a time will be made from the register to the cash drawer drop. Transfers from the cash drawer drop to the central vault will be done on a regular basis as needed. All funds shall be transferred from the establishment to a financial institution on a regular secure basis as needed. The transfers for the cash drawer drop and to a financial institution will be done on a random schedule by a trained security team to prevent diversion and theft. Random, unmarked, and secure vehicles as well as potential escort from NBPD will be utilized to prevent detection.

9. Training: Employees will undergo quarterly industry trainings that are required of a registered agent.

TRADESMAN EXCHANGE, LLC

RECORD KEEPING

1. General: Tradesman Exchange, LLC shall keep an office for the purpose of keeping its business records for inspection by the Cannabis Control Commission ("Cannabis Control Commission") upon request.
2. Maintenance: The records of a Marijuana Establishment shall be maintained in a secure location within the facility and in accordance with generally accepted accounting principles.
3. Confidentiality: All records shall be kept in a locked area within a secured location within the facility not accessible to the public nor easily accessible to an unauthorized individual. Access to confidential records shall be limited to only those reasonably necessary for the operation of the business.
4. Closure: Following closure of the company, all records must be kept for at least two years at its own expense in a form and location acceptable to the CCC.
5. Required Records: All records shall be kept as required by 935 CMR 500.000, including, but not limited to:
 - (a) Written operating procedures as required by 935 CMR 500.105(1);
 - (b) Inventory records as required by 935 CMR 500.105(8);
 - (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
 - (d) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - (e) Personnel policies and procedures;
 - (f) Waste disposal records as required under 935 CMR 500.105(12)
 - (g) Business records, which shall include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which shall 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
 - (h) The following personnel records:
 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

- a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. 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;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight-hour related duty training.
6. All background check reports obtained in accordance with 935 CMR 500.030.

TRADESMAN EXCHANGE, LLC
QUALIFICATIONS AND INTENDED TRAININGS FOR AGENTS

1. Positions for Employment:

Chief Executive Officer-

Qualifications: Responsible for providing business direction, creating, communicating, and implementing the organization's vision, mission, and overall direction – i.e. leading the development and implementation of the overall organization's strategy, fixing prices, and signing business deals, recruitment, payment of salaries, signing checks and documents on behalf of the company, evaluates the success of the organization

General Manager-

Qualifications: Responsible for managing the daily activities in the company, responsible for recruiting, training and managing staff, responsible for processing orders, responsible for ordering, selling and controlling all inventory, managing the organizations' budgets, keeping statistical and financial records, preparation of publicity materials and displays, handles marketing services, meeting other licensed facilities representatives and interfaces with third – party providers (vendors), controls the sales floor inventory, supervises the entire sales staff and workforce, handles any other duty as assigned by the CEO

Compliance Officers-

Qualifications: The compliance officer will be responsible for ensuring that proper procedure is in place as well as followed to ensure compliance. They will be responsible for thoroughly understanding compliance laws, as well as providing adequate communication to managers and employees about such laws.

Requirements: Experience working with compliance issues and are well versed in the CCC compliance parameters.

Information Technologist -

Qualifications: Manages the organization website, handles ecommerce aspect of the business, responsible for installing and maintenance of computer software and hardware for the organization, manages logistics and supply chain software, Web servers, e-commerce software and POS (point of sale) systems, manages the organization's CCTV, handles any other technological and IT related duties

COVID-19 Manager

Qualifications: Responsible for cleaning the store facility at all times, ensures that sanitation is upheld in the facility, with proper hand sanitization stations prepared, cleaning both the interior and exterior of the property, including high contact areas such as handles, and any other duty as assigned by the General Manager.

Requirements: Continuing Training Program

Cannabis Consultant: A cannabis consultant helps customers seeking to order marijuana delivery to effectuate an informed purchase of marijuana or marijuana products to fit the unique needs of the client. The cannabis consultant will be focused on providing information and advising clients, so they obtain the safest and best experience through our various products and methods of consumption.

Director of Delivery/Transportation: The directors of Delivery and Transportation shall direct and manage the scheduling, logistics, and auditing of our delivery and transportation services. They shall be directly responsible for overseeing the delivery and transportation of marijuana and marijuana products from the marijuana establishment.

Deliverer/Transporter: The delivery and transportation agents shall be responsible for the delivery and transportation of marijuana products to either an eligible consumer or a licensed marijuana establishment. The agents shall follow all delivery and transportation specific protocols to ensure the safe and efficient delivery and transport of marijuana.

2. Agent Training: All employees and agents of Tradesman Exchange, LLC, must perform training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function the employee/agent is expected to perform. In addition to specific job function training, all employees/agents shall be required to take a Responsible Vendor Program under 935 CMR 500.105(2)(b). All employee/agents shall be required to receive at least eight hours of on-going training each year.

3. Responsible Vendor Training Program: Upon licensure or renewal of licensure, as applicable, all current owners, managers, and employees of Tradesman Exchange, LLC that are involved in the handling and sale of marijuana shall attend and successfully complete a responsible vendor program, and maintain Tradesman Exchange, LLC's status as a "responsible vendor." Tradesman Exchange, LLC shall select a Commission approved Responsible Vendor Training Program for its Responsible Vendor Training. All owners, managers, and employees involved in the handling and sale of marijuana shall successfully complete the responsible vendor program once a year thereafter. This requirement will satisfy the four- hour RVT requirement every year in order for Tradesman Exchange to maintain its status as a Responsible Vendor. All new employees involved in the handling and sale of marijuana shall be required to successfully complete a responsible vendor program within ninety days of hire. Tradesman Exchange, LLC shall offer the responsible vendor program to administrative employees to take on a voluntary basis. All records of responsible vendor training program compliance, including test results, shall be kept for four years, and made available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

4. Core Curriculum: Prior to engagement of employment, each employer shall take the Basic Core Curriculum under 935 CMR 500.105(2), the Delivery Core Curriculum under 935 CMR 500.105(2), and all CCC designated trainings, including, but not limited to the Responsible Vendor Training Program. All employees must have attended and successfully completed each course to commence and continue employment with the company.

TRADESMAN EXCHANGE, LLC
PLAN TO OBTAIN MARIJUANA

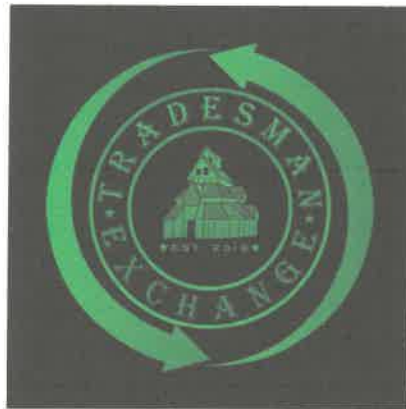
1. General. Tradesman Exchange, LLC seeks to obtain marijuana in only a lawful manner from other licensed Marijuana Establishments through the CCC's seed-to-sale tracking software.
2. Wholesale. Tradesman Exchange, LLC anticipates acquiring wholesale marijuana and marijuana extract oil "distillate," at the beginning of its operation to fulfill its product manufacturing needs.
3. Outsourcing. Until Tradesman Exchange LLC can become a single-source company of its own products, Tradesman Exchange LLC intends to acquire marijuana as follows:
 - a. Wholesale purchase of pre-packaged products from licensed third-parties;
 - b. Wholesale purchase of pre-packaged products from third-parties with a white-label for marketing as a "Tradesman Exchange" product;
 - c. Wholesale purchase of bulk marijuana to be processed and manufactured by Tradesman Exchange into packaged and manufactured products.

TRADESMAN EXCHANGE LLC

WHITE LABELING PROCEDURES

1. General. Tradesman Exchange LLC (“the Company”) intends to engage in White Labeling which is affixing a product label that includes the branding, including the name and logo, of “the Company” to a Finished Marijuana Product that was previously produced and packaged by a licensed Product Manufacturer, Cultivator, Microbusiness or Craft Marijuana Cooperative for sale to Consumers in compliance with 935 CMR 500.105(5), and (6), 935 CMR 500.130(6) and 935 CMR 500.146(7).

2. Logo. The logo to be used as part of the White Labeling process is depicted below:



3. Label Process. The Company intends to affix labels both at its own facility a part of its Marijuana Product Manufacturer license and by other third party licensed Marijuana Establishments who the Company has a Wholesale Agreement with. All labeling shall have the required disclosures and warnings as required by the Cannabis Control Commission.

4. Wholesale Agreements. At this time the Company has not secured any Wholesale Agreements, but seeks to work with local licensed Marijuana Establishments. All Wholesale Agreements entered into shall be preserved for at least seven years and made available to the Cannabis Control Commission upon request. The Wholesale Agreement between the Company and the third party licensed Marijuana Establishment from which they are wholesaling shall clearly indicate whether the Delivery Operator or the Marijuana Establishment licensee from which the Finished Marijuana Product(s) are being wholesaled shall be responsible for White Labeling on behalf of the Delivery Operator.

The Company shall notify the Cannabis Control Commission within 21 days of any substantial modification to a Wholesale Agreement that alters any White Labeling responsibilities.

5. Labeling Compliance Prior to Delivery. The Company shall comply with the labeling and packaging requirements under 935 CMR 500.105(5) and (6) prior to delivery to Consumers. The final label to be used in the White Labeling process shall be sent to the Cannabis Control Commission for approval. The Company shall obtain written authorization from the Cannabis Control Commission prior to commencing White Labeling.

6. Prohibitions. Vaporizer Devices shall not be white labeled.

TRADESMAN EXCHANGE LLC

DIVERSITY PLAN

1. General: Tradesman Exchange LLC ("Tradesman Exchange") is committed to a diverse and inclusive workforce in the operation of its cannabis establishment. Tradesman Exchange's diversity plan was created to enrich our community members and level the playing field for all individuals after years of oppression, discrimination, and inequality for minorities in society and the workforce. Tradesman Exchange strives to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation (hereinafter "equitable demographic group"). Tradesman Exchange intends to promote equity by providing the equitable demographic group of individuals with tools and opportunities they need to achieve social and economic self-sustainability. Our company is seeking to create an inclusive work environment welcoming and respecting all people based on merit and skill regardless of race, creed, colors, national origins, disabilities, gender, age, sexuality, and orientation. Our diversity will make our company stronger and improve our ability to empower our community.

2. Compliance: Tradesman Exchange shall adhere to all laws in fulfilling its positive impact plan, including, but not limited to the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. This plan, and all actions taken by Tradesman Exchange, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. The progress or success of this plan will be demonstrated upon each license renewal period, commencing one year from provisional licensure.

3. Goals:

- a. Establish goals for staff diversity.
- b. Recruit, hire and retain a diverse staff.
- c. Increase staff awareness of the importance of diversity.
- d. Conduct continuous outreach designed to engage diverse members of the community.
- e. Measure engagement and participation against the diversity goals.

4. Programs to achieve Goals:

- a. Establish goals for staff diversity.

Tradesman Exchange will ensure that not less than 20% of its employees will be diverse, that is, consisting of minorities, women, veterans, people with disabilities, and all members of the LGBTQ+ community. Tradesman Exchange's original owners support the company's perpetual commitment to an inclusive environment and economic opportunities for all based upon merit regardless of their own race, sex, status, gender identities, and sexual orientation. Tradesman Exchange intends to increase the ownership interest of individuals of the equitable demographic group by offering any future sales of any ownership interest in the company in a non-discriminatory manner. Tradesman Exchange intends to increase its future ownership interest of individuals of the equitable demographic

group by publicizing future public offerings with a focus of interest for persons of the equitable demographic group in the local Mashpee newspaper. Tradesman Exchange will prioritize sale offerings to companies and individuals certified for minority business enterprises, women business enterprises, and veteran business enterprises.

b. Recruit, hire and retain a diverse staff.

Tradesman Exchange will work together to recruit, hire, and train as diverse a staff as possible for all aspects of Tradesman Exchange's cannabis business. In addition, Tradesman Exchange will continue to support the state's efforts to assist qualified and approved Social Equity and Economic Empowerment candidates in their mission of helping these applicants address the numerous barriers for entry they face into the Massachusetts cannabis industry. At least 2 times a year (i.e. semi-annually), provide specific opportunities for success, including job training, mentoring programs, and opportunities for promotion, provided further that all employees shall be eligible for mentoring and promotional opportunities. At least once a year, offer cannabis business seminars to introduce diverse sectors of the workforce to business skills (e.g. business plan drafting, sourcing funding, establishing a new entity etc.) and technical skills (e.g. business accounting, risk management, and compliance etc.), provided further that such seminars shall be available to not less than 100 individuals per seminar. Share compiled demographic data, and assess patterns or trends to promote further diversity. Distribute internal memorandums encouraging employees to recommend individuals that might advance the diversity and business performance objectives of the company. Prioritize contracts with suppliers that demonstrate a commitment to diversity and inclusion. Establish procedures for diversity orientation and annual continuing education for all management and staff.

c. To increase staff awareness of the importance of inclusion and diversity, Tradesman Exchange will search for and remove barriers for people of diverse backgrounds, including all members of the LGBTQ+ community, to ensure they have access to opportunities within the company. Instruct all employees on how cultural differences might affect or enhance participation in the workplace. Conduct an annual employee training to maintain awareness and to continue to promote diversity within the company.

d. Conduct continuous outreach designed to engage diverse members of the community. To engage diverse members of the community, Tradesman Exchange will sponsor local community events like town fairs, celebrations, meetings, and outreach. Conduct meetings with the host community regarding best diversity practices. Utilize online platforms to spread its inclusive message of diversity.

e. Measure engagement and participation against the diversity goals. To track the progress Tradesman Exchange makes toward its goals it will evaluate hiring recruiting and retention processes to assess the effectiveness of its diversity plan. Analyze including demographic data related to the composition of the workforce, and whether the company's plan is achieving its diversity objectives. Track the number of diverse individuals that are hired

and/or promoted. Monitor the attendance of diverse individuals in the trainings conducted by Tradesman Exchange. Publish any data that relates to achieving Tradesman Exchange diversity goals.

5. Reconciliation of Plan Success through Metrics: Tradesman Exchange will reconcile the success of its diversity plan by performing quarterly reviews of company statistics, third-party publications, and personnel reports relative to all actions taken to reach the seven goals. The progress or success of this plan will be demonstrated upon each license renewal period, commencing one year from provisional licensure. In an effort to fully understand the impact of Tradesman Exchange's success, quality reporting from employees involved in effectuating the diversity plan will be reviewed and recommendations implemented. Tradesman Exchange's measurement metrics seek to identify the:

- a. the number of individuals from the equitable demographic group who were hired, retained, and promoted;
- b. the number of new positions created for individuals from the equitable demographic group since initial licensure;
- c. the number and type of trainings, community outreach events, informational sessions;
- d. the number of and type of community outreach events, information sessions, and third-party sponsorships; and
- e. the number of postings in diverse publications and general publications in the City.

TRADESMAN EXCHANGE LLC'S PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

1. General: Tradesman Exchange LLC ("Tradesman Exchange"), is dedicated to serving and supporting populations within areas of disproportionate impact, which the Commission has identified as the following:

- i. Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
- ii. Commission-designated Economic Empowerment Priority Applicants;
- iii. Commission-designated Social Equity Program participants;
- iv. Massachusetts residents who have past drug convictions; and
- v. Massachusetts residents with parents or spouses who have drug convictions.

To support the groups of people from these populations, Tradesman Exchange has created this Plan to Positively Impact Areas of Disproportionate Impact ("Positive Impact Plan"). Tradesman Exchange intends to be a major resource and advocate for the economic empowerment and community uplifting of all individuals and areas affected by the war on drugs through its Positive Impact Plan. Tradesman Exchange is focusing its attention on the disproportionately impacted areas both across all of Massachusetts and closest to our facility including Wareham, Fall River, and New Bedford.

2. Compliance: Tradesman Exchange shall adhere to all laws in fulfilling its positive impact plan, including, but not limited to the requirements set forth in 935 CMR 500. 105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. This plan, and all actions taken by Tradesman Exchange will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. The progress or success of this plan will be demonstrated upon each license renewal period, commencing one year from provisional licensure.

3. Goals:

- I. Creating economic opportunity for individuals from areas disproportionately impacted.
- II. Assisting individuals impacted directly and indirectly by past drug convictions.
- III. Donating time, organizational skills, and money to provide wrap-around services and food pantry services to local residents of Fitchburg, Amherst, Worcester, and New Bedford.

4. Programs:

- I. Creating economic opportunity for the community.

Tradesman Exchange will create economic opportunity for the community directly through its hiring practices for employees and third-party vendors with a focus on hiring local residents and businesses from the areas indicated as disproportionately impacted with a preference for Wareham, Fall River, and New Bedford. Tradesman Exchange seeks to hire at least one of its employees and one of its third-party vendors from areas indicated as disproportionately impacted with a preference for Wareham, Fall River, and New Bedford. Tradesman Exchange promotes full participation in the cannabis industry and intends to benefit the local community and economy of those areas disproportionately impacted and closest to our facility. Tradesman Exchange will keep statistical data to ensure its efforts of hiring employees and third-party vendors in accordance with this Positive Impact Plan are met.

Tradesman Exchange intends to expand upon its economic impact indirectly through programs designed to assist the local economy and Commission-designated Economic Empowerment applicants and Social Equity Program participants. We intend to assist individuals in entering the adult-use cannabis industry by reducing access barriers. Our hiring practices, community outreach, educational seminars, and volunteer training program will ensure increased economic opportunities in the adult-use cannabis industry is realized for individuals designated as Economic Empowerment and Social Equity. We intend to hire at least one employee or intern training program per year in hopes of establishing training and experience to help them in their career in the marijuana industry. Tradesman Exchange will keep statistical data to ensure its efforts of hiring employees and training through an internship initiative in accordance with this Positive Impact Plan are met. Tradesman Exchange will be providing our time, skills, and finances towards promoting our own employee base as well as helping others seeking to enter the industry.

II. Assisting individuals impacted directly and indirectly with past drug convictions.

Tradesman Exchange intends to assist individuals who have direct past drug convictions and their friends and families dealing with the collateral effects of those charges. Tradesman Exchange intends to sponsor time and funding to the non-profit, Justice Bridge, affiliated with the University of Massachusetts School of Law, which provides low-moderate income individuals with access to justice. Tradesman Exchange's counsel, Nicholas A. Gomes, Esq., is a participant of the Justice Bridge program and will continue on a limited basis to assist with cases regarding individuals dealing with issues from past drug convictions. Attorney Gomes has successfully held three expungement workshops as part of a national campaign to raise awareness with a focus on crimes associated with the war on drugs. Attorney Gomes will continue through Justice Bridge in providing legal services for expungement and sealing of criminal records with a focus on crimes associated with the war on drugs.

Tradesman Exchange seeks to sponsor peer groups for assisting families and friends affected by past drug convictions in Wareham, Fall River, and New Bedford. Tradesman Exchange has not identified any peer groups assisting families and friends affected by past drug convictions, but will specifically engage the community for a sponsor peer group. Tradesman Exchange will post quarterly advertisements in the local newspapers, and engage in monthly online marketing

promotions seeking Massachusetts residents who have past drug convictions for employment and sponsoring peer groups for such individuals and their families.

III. Donating time, organizational skills, and money to provide wrap-around services and food pantry services to local residents of Wareham, Fall River, and New Bedford.

Tradesman Exchange will assist the local communities disproportionately impacted by supporting local organizations and charities that provide wrap-around services and food pantry services to individuals from Wareham, Fall River, and New Bedford as follows:

- a) Volunteering no less than five (5) hours per month to support programs (such as evening meal program);
- b) Hosting quarterly resume writing, interview skills workshops, and other workforce development initiatives;
- c) Hosting food drives to support local organizations; and
- d) Meeting no less than monthly with the Executive Director of the local charity to coordinate monthly program directives and needs.

5. Reconciliation of Plan Success through Metrics:

Tradesman Exchange will reconcile the success of its positive impact plan by performing quarterly reviews of company statistics, third-party publications, and personnel reports relative to all actions taken to reach the three goals. In an effort to fully understand the impact of Tradesman Exchange's success, quality reporting from employees involved in effectuating the positive impact plan will be reviewed and recommendations implemented. The progress or success of its plan shall be documented upon renewal of its license each year, commencing upon one year from a provisional licensure. Tradesman Exchange will secure letters from the organization detailing the donations made and volunteer hours spent a part of its metric of compliance and success of the Positive Impact Plan. Tradesman Exchange's measurement metrics seek to identify the:

1. The value of economic opportunity created for the communities including new employment and new businesses;
2. The number of individuals hired or trained from the areas of disproportionate impact;
3. The number of business vendors hired from the areas of disproportionate impact;
4. The number of hours spent volunteering at local charities;
5. The monetary amount of donations to local charities and its impact;
6. The number of hours spent volunteering at local charities; and
7. The number of events and seminars held for promoting wellness, industry employment, workforce development, healthy lifestyles, and substance abuse prevention.

Andrew Gottlieb

May, 2022

Chair – Mashpee Selectboard

Dear Selectboard Member Gottlieb,

The Mashpee-Wakeby Lake Committee is committed to improving water quality in Mashpee-Wakeby. As you know, the Lake has been closed on several occasions during the last two years due to the presence of cyanobacteria. We are determined to avoid the same fate as Santuit Pond and urge you and your fellow board members to advocate for sewerage around the Lake and in the upgradient portion of the Lakes watershed. We understand this will require agreement with the Town of Sandwich and urge you to continue discussions that will lead to sewerage areas to the north of the Lake.

Sewerage is the most effective mechanism that can control the inputs of both phosphorus and nitrogen from wastewater into the Lake; both considered triggers for cyanobacteria and algal growth.

We understand that there is pressure to sewer many sections of Mashpee to undo the damage done to both estuaries and Lakes and will assist you in any way possible to include the area around Mashpee-Wakeby in our Town's sewerage plans.

Thank you for your support and please forward this letter to your fellow board members.

Sincerely,

Mashpee-Wakeby Lake Committee

Barbara Bricks
Don MacDonald
Mike Rapacz
Paul Bibb
Deborah McManus

Rodney C. Collins
Town Manager
508-539-1401
rccollins@mashpeema.gov



Office of the Town Manager
Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA 02649

MEMORANDUM

To: Select Board
From: Town Manager Rodney C. Collins
Reference: ACLU Letter
Date: June 2, 2022

BACKGROUND:

On May 10, 2022, the ACLU wrote to the Select Board regarding the Select Board meeting of April 11, 2022. Specifically, the ACLU wrote relative to a citizen exercising constitutional rights (free speech and religious freedom rights) at the April 11th meeting. The ACLU expressed concerns regarding the interaction that occurred between this citizen and a Board member.

DESCRIPTION:

The Board member emphasized that he was only expressing a personal opinion under public comments and was expressing the same constitutional right (free speech) as the citizen referenced in the ACLU letter. The Board member further emphasized that he never referenced the individual by name during his comments.

PROS/CONS:

The ACLU letter received warrants a response. I prepared a "draft" letter that was reviewed and slightly edited by Town Counsel. Please see Draft #1. The Select Board Chair has prepared a revised letter. Please see Draft #2.

RECOMMENDATION:

The Board should vote by majority to authorize one of the draft letters to be sent to the ACLU in response to their May 10, 2022 letter.

Rodney C. Collins
Town Manager
508-539-1401
rccollins@mashpeema.gov



Office of the Town Manager
Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA 02649

May 16, 2022

Ruth Bourquin
Senior and Managing Attorney
ACLU
1 Center Plaza
Boston, MA 02108

DRAFT #1

Dear Attorney Bourquin:

This letter shall serve to formally recognize and reply to your letter dated May 10, 2022 in which you reference "retaliation for exercise of free speech and religious freedom rights" concerning the Mashpee Select Board meeting of April 11, 2022.

We have carefully reviewed the assertions set forth in your letter with Town legal counsel and, as a result, the Select Board and I have confirmed the parameters of the constitutional rights and obligations of both the Select Board, as a public body, and individual speakers at Select Board meetings, particularly during voluntarily established "public comment" periods convened at said meetings. It is accordingly understood and acknowledged that Wendy Williams may exercise her constitutional rights (free speech and religious freedom rights) at any public meeting of a Town board, committee, or commission, provided that the exercise of such rights does not unreasonably disrupt the ability of a body to conduct its public business. It is further clearly understood that while Town boards may elect to engage in the Pledge of Allegiance or other such ceremonial action at their meetings, they cannot require any meeting attendee to stand for or recite the Pledge of Allegiance, nor will they, in their official capacities, rebuke or otherwise call attention to any such individuals for exercising their right to decline to participate. Within this context, it is important to note, however, that John Cotton asserts that the comments he made during the April 11, 2022 meeting, as referenced in your letter, were not made on behalf of the Select Board or as a board member, but, rather were offered as an individual, whose free speech rights were likewise subject to constitutional protection. That said, Mr. Cotton has agreed, and the Board shall hereafter require as a matter of policy, that Board members will go to the lectern reserved for members of the public to offer any such personal, non-official comments in order to avoid any confusion in this regard.

It is also important to note that Ms. Williams was never referred to by name when Mr. Cotton made his remarks during the "public comment" segment of the meeting. I cannot confirm whether Mr. Cotton had any prior knowledge concerning Ms. Williams' religious beliefs.

It is further noteworthy for clarification purposes that the Town contends that Ms. Williams was not “ruled out of order” at the April 11th meeting for the exercise of her constitutional rights, but rather for interrupting speakers recognized by the Chair and for grabbing the microphone, resulting in disruption of the meeting by speaking when not duly recognized by the Chair. This conduct was deemed to be disruptive and detrimental to the decorum and order of the public meeting.

The Town does not believe that an “apology” is warranted on behalf of any person, including Mr. Cotton, for expressing their personal viewpoints as constitutionally protected free speech. As previously noted, the Town does recognize the principles of free speech and freedom of religion as core attributes of American democracy, and all Town boards, commissions and officers are committed to advancing and securing these liberties within their public proceedings while maintaining the requisite level of decorum and good order necessary to prevent unreasonable disruption of said proceedings. To this end, I am interested in further discussing any training program that the ACLU would recommend for municipalities concerning the issues surrounding this matter.

Thank you for your attention to this matter. Please contact me should you wish to discuss further.

Sincerely,

RODNEY C. COLLINS
Town Manager

DRAFT # /



TOWN OF MASHPEE

OFFICE OF THE SELECT BOARD

*16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone – (508) 539-1401
bos@mashpeema.gov*

June 7, 2022

Ruth Bourquin
Senior and Managing Attorney ACLU
1 Center Plaza
Boston, MA 02108

DRAFT
#2

Dear Attorney Bourquin:

This letter shall serve to formally recognize and reply to your letter dated May 10, 2022 in which you reference "retaliation for exercise of free speech and religious freedom rights" concerning the Mashpee Select Board meeting of April 11, 2022.

We have carefully reviewed the assertions set forth in your letter with Town legal counsel and, as a result, the Select Board and I have confirmed the parameters of the constitutional rights and obligations of both the Select Board, as a public body, and individual speakers at Select Board meetings, particularly during voluntarily established "public comment" periods convened at said meetings. It is accordingly understood and acknowledged that any citizen, including Wendy Williams, may exercise their constitutional rights (free speech and religious freedom rights) at any public meeting of a Town board, committee, or commission, provided that the exercise of such rights does not unreasonably disrupt the ability of a body to conduct its public business. It is further clearly understood that while Town boards may elect to engage in the Pledge of Allegiance or other such ceremonial action at their meetings, they cannot require any meeting attendee to stand for or recite the Pledge of Allegiance, nor will they, in their official capacities, rebuke or otherwise call attention to any such individuals for exercising their right to decline to participate. Within this context, it is important to note, however, that John Cotton asserts that the comments he made during the April 11, 2022 meeting, as referenced in your letter, were not made on behalf of the Select Board or as a board member, but, rather were offered as an individual, whose free speech rights were likewise subject to constitutional protection. To avoid any possibility of future mischaracterizations of the Board's position on this matter, the Select Board adopted the attached revised public comment policy, that clarifies going forward that all public comments, regardless of the speaker, will be made from the lectern reserved for public comment.

It is also important to note that Ms. Williams was never referred to by name when Mr. Cotton made his remarks during the "public comment" segment of the meeting. I cannot confirm whether Mr. Cotton had any prior knowledge concerning Ms. Williams' religious beliefs.

Despite the characterization of your letter, Ms. Williams was not "ruled out of order" at the April 11th meeting for the exercise of her constitutional rights, but rather for interrupting speakers recognized by the Chair and for grabbing the microphone and speaking without being recognized and for refusing to follow the direction of the Chair to refrain from speaking when not recognized. Ms. Williams' behavior resulted in disruption of the meeting by speaking when not duly recognized by the Chair. This conduct was deemed to be disruptive and detrimental to the decorum and order of the public meeting.

The official actions of the Town, maintaining the order of a public meeting, does not warrant an apology. As previously noted, the Town does recognize the principles of free speech and freedom of religion as core attributes of American democracy, and all Town boards, commissions and officers are committed to advancing and securing these liberties within their public proceedings while maintaining the requisite level of decorum and good order necessary to prevent unreasonable disruption of said proceedings.

Thank you for your attention to this matter. Please contact me should you wish to discuss further.

Sincerely,

Andrew R. Gottlieb
Mashpee Select Board Chair

Attachment:
Policy #081 Public Participation at Public Meetings

**Town of Mashpee
Select Board**

Policy No: 081

Public Participation at Public Meetings

I. INTRODUCTION

The Mashpee Select Board welcomes everyone to its meetings and meetings of all other public Town boards, committees and commissions. All regular and special meetings of boards, committees and commissions shall be open to the public and shall conform at all times to the Open Meeting Law of the Commonwealth of Massachusetts. (See Chapter 30A, Section 20 of Massachusetts General Laws) and Town General Bylaw Chapter 7 (Public Records and Open Meetings). The public shall be precluded from attending an executive session meeting of a public body for a valid reason pursuant to MGL Chapter 30A, Section 21. (Meeting of public body in executive session). All comments made by the public during meetings shall be in accordance with this Policy and all speakers are encouraged to be civil and respectful.

II. AUTHORITY OF CHAIR

No person shall address a meeting of a public body without permission of the Chair (presiding official), and all persons shall, at the request of the Chair, be silent. No person shall disrupt the proceedings of a meeting of a public body. If a person: 1) Speaks out of order, 2) Engages in other disorderly or disruptive conduct during a meeting, 3) Attempts to engage in dialogue regarding pending litigation or other subject matter otherwise subject to executive session privilege, or 4) Attempts to address a matter that is not within the public body's scope of authority or jurisdiction, the Chair shall have the right to rule said person out of order, and, after clear warning from the Chair, the right to order the person to cease and desist such conduct. If, notwithstanding such order, a person continues to disrupt the proceedings, the Chair may order the person to withdraw from the meeting, and if the person does not withdraw, the Chair may authorize a constable or other duly authorized officer to remove the person from the meeting. (See Massachusetts General Law Chapter 30A, Section 20, sub-section (g)). Notwithstanding the limitations outlined within this section, citizens may offer petitions, presentations, criticism of a policy or practice, or reference any matter of public interest without being considered "out of order", consistent with constitutional free speech principles and in due recognition of the principle that a public body cannot prevent all speech at a public meeting that may be upsetting and/or offensive to others.

III. PUBLIC HEARING COMMENTS

If a public hearing is posted within a public meeting, input from the public shall be permitted on the subject matter of the public hearing when the Chair invites public comment on such agenda item. Any person requesting to make a comment should identify themselves and state their address for the record of the proceedings.

IV. PUBLIC COMMENTS ON AGENDA ITEMS

If the Chair decides to allow public comment on a specific agenda item, other than comment from a person with a particular interest in the said agenda item, the comment time for each such person shall generally be limited to three (3) minutes or such duration deemed appropriate by the Chair. Any person requesting to make a comment should identify themselves and state their address for the record. Large groups addressing the same topic and offering similar sentiments are encouraged, but not required, to consolidate their remarks for meeting efficiency purposes.

V. PUBLIC COMMENT SEGMENTS OF MEETINGS

It is the policy of the Select Board to facilitate and encourage public engagement in Town matters of general public interest. To that end the Board will routinely provide a public comment opportunity at its meetings. Public comment shall be subject to the Chair's authority to maintain good order of the meeting and to ensure that comments can be made in an open and welcoming atmosphere.

Public comment periods provide an opportunity to address matters of public concern to the Board for future Board action or response. Public comment time is intended to be a time to address matters of broad public interest, to raise an individual concern and to address matters of policy and is not intended to be an opportunity attack or denigrate others. To that end, speakers are asked to be civil and respectful. Should a member of the public have issue with an individual Board member, town employee or other person it is recommended that such concern be expressed and presented to the Board in writing and the matter will, as appropriate and warranted, be investigated and addressed at a future meeting.

It is the policy of the Board that the Chair may set standards for the conduct of public comment segments of meetings as follows:

1. Set reasonable time limits on individual comments at the start of the public comment period.
2. Ask all speakers to sign up in advance of the commencement of the comment period.
3. Recognize speakers prior to anyone addressing the Board.
4. Direct all speakers to address the Board from the lectern or table facing the Board unless any speaker requires a special accommodation to speak from another location.
5. Rule any speaker out of order for violating the spirit and intent of this Policy or violating standards of decorum.
6. Suspend or adjourn the meeting should a speaker fail, after appropriate warning, to adhere to directions from the Chair.
7. Take any other action needed to maintain good order and allow the business before the Board to be conducted without unreasonable disruption or delay.

If the posted agenda for a public meeting includes a "public comment" item, input from the public shall be permitted when the Chair acknowledges said item on the agenda. Members of the public shall sign up or request to speak at the time designated by the Chair. Comments from the public shall generally be limited to three (3) minutes for each individual. Any person requesting to make a comment should identify themselves and state their address for the record. Public comments may address topics on the agenda or items within the scope of the public body's authority and responsibility. Large groups addressing the same topic are encouraged to consolidate their remarks.

VI. RESPONSE TO PUBLIC COMMENTS

Upon closing of a public hearing, further public comments on the subject matter of the hearing shall not be heard. If public comments are allowed by the Chair with respect to a posted agenda item, further discussion may occur. If an individual makes comments during the "public comment" segment of a meeting, the public body will generally not discuss or respond to such comments, except under extenuating circumstances and only if the Chair permits. General public comment segments of public meetings are not intended to initiate discussion, debate, or dialogue between and among the public body and an individual on any matter which is not duly posted on the meeting agenda, rather, they are intended to provide citizens with an opportunity to express a statement or opinion relating to the business of the public body.

VII. REASONABLE ACCOMMODATIONS

Any person who wishes to make a public comment before any board, committee or commission and requires accommodations on the basis of a speech-related disability or who requires language interpretation services may be allotted a total of five minutes to present their comments. Speakers should notify the board, committee or commission forty-eight (48) hours in advance by telephone if such arrangements need to be made.

*Adopted by the
Mashpee Board of Selectmen
September 23, 2019
Revised May 23, 2022*

ACLU Letter to Mashpee Select Board - Constitutional Rights to Decline to Participate in Pledge of Allegiance

Ruth Bourquin <RBourquin@aclum.org>

Tue 5/10/2022 10:51 AM

To: Terrie Cook <tmcook@mashpeema.gov>

Cc: Rodney C. Collins <rccollins@mashpeema.gov>; Terrie Cook <tmcook@mashpeema.gov>; Jessica Lewis <jlewis@aclum.org>

📎 1 attachments (525 KB)

ACLUM - Mashpee Select Board - Free speech and Religion and Pledge of Allegiance - May 10 2022.pdf;

WARNING! EXTERNAL EMAIL: : This message originated outside the Town of Mashpee mail system and could be **harmful** ☹️. PLEASE DO NOT CLICK ON LINKS OR ATTACHMENTS unless you are absolutely certain the content is safe.

Dear Members of the Mashpee Select Board,

Please see the attached communication from the ACLU of Massachusetts concerning constitutional rights not to participate in the Pledge of Allegiance and not to be admonished by government officials for exercise of those rights.

Sincerely,

Ruth A. Bourquin

Senior and Managing Attorney

American Civil Liberties Union Foundation of Massachusetts, Inc.

617.482.3170 ext. 348 | rbourquin@aclum.org

aclum.org

ACLU
Massachusetts

This message may contain information that is confidential or legally privileged. If you are not the intended recipient, please immediately advise the sender by reply email that this message has been inadvertently transmitted to you and delete this email from your system.



Massachusetts

May 10, 2022

Via Email

Members of the Mashpee Select Board
16 Great Neck Road North
Mashpee, MA 02649
bos@mashpeema.gov

Re: Retaliation for exercise of free speech and religious freedom rights

Dear Members of the Mashpee Select Board:

It has come to the attention of the American Civil Liberties Union of Massachusetts, Inc. ("ACLUM") that, at the Mashpee Select Board meeting on April 11, 2022, a member of the Board, in his official capacity, publicly denigrated a Mashpee resident for exercising well-established constitutional rights not to stand for or recite the Pledge of Allegiance. He chose to take this action even after learning that the decision not to participate in the Pledge ceremony was based on the resident's religious beliefs. No other member of the Board expressed any concern about this encroachment on civil liberties. And when the resident objected, she was ruled out of order and escorted from the meeting.¹

This incident raises serious issues of discrimination and retaliation on the basis of free speech and free exercise of religion. To begin to redress this offense to basic constitutional values, we call upon the Select Board to issue private and public apologies and to clarify for the public that, going forward, constitutional liberties will be honored at Select Board meetings.

Legal Background and Analysis

Strong free speech protections are enshrined in both the First Amendment to the U.S. Constitution and Article 16 of the Massachusetts Declaration of Rights. As has long been established, these protections are violated when a government official attempts to coerce others to stand for the Pledge, say the Pledge, or otherwise take part in the Pledge of Allegiance ceremony.

It was almost 80 years ago that the Supreme Court ruled that government actors may not force individuals to say the Pledge of Allegiance:

¹ Video of the meeting is available at <https://www.youtube.com/watch?v=zayNUabDEko>.

If there is any fixed star in our constitutional constellation, it is that no official, high or petty, can prescribe what shall be orthodox in politics, nationalism, religion, or other matters of opinion or force citizens to confess by word or act their faith therein. If there are any circumstances which permit an exception, they do not now occur to us.

West Virginia State Bd. of Education v. Barnette, 319 U.S. 624, 642 (1943). The Court concluded that “action of the local authorities in compelling the flag salute and pledge transcends constitutional limitations on their power and invades the sphere of intellect and spirit which it is the purpose of the First Amendment to our Constitution to reserve from all official control.” *Id.* See also *Spence v. Washington*, 418 U.S. 405 (1974) (punishment for not showing proper respect for the American Flag was unconstitutional); *Opinion of the Justices*, 372 Mass. 874 (1977) (proposed law compelling teachers to say or lead the pledge would be unconstitutional.).

These free speech protections apply regardless of the reason someone may not wish to participate in the Pledge, and government demands that members of the public disclose their reasons are themselves a burden on free speech. But when government actors knowingly chastise conduct motivated by religious belief, freedom of religion is also put into play. See *Shurtleff v. Boston*, __ U.S. __, 2022 WL 1295700 at *7 (May 2, 2022) (government may not discriminate in public forums against religious views); see also *id.* at * 14 (Alito, concurring) (government body’s “hostility to religion” is both a free speech and religious freedom issue). Government bodies “cannot act in a manner that passes judgment upon or presupposes the illegitimacy of religious beliefs and practices.” *Masterpiece Cakeshop Ltd. v. Colorado Civil Rights Comm’n*, 138 S. Ct. 1719, 1731 (2018). And for one member of a governmental entity to express overt hostility to an exercise of religion—while other members sit idly by—has been found to violate the federal Free Exercise Clause. *Id.* at 1729-30.²

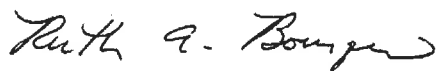
What occurred here is no different than if attendees wearing head coverings, crosses, or other religiously significant symbols or attire were forced to undergo an official tongue-lashing as a condition of participating in democratic processes. Our constitutions do not allow such conduct. And our democracy should not abide it.

² The Massachusetts Constitution also provides protection for the exercise of religion. Indeed, Article 2 of the Massachusetts Declaration of Rights states that “no subject shall be hurt, molested, or restrained, in his person, liberty, or estate, for worshipping God in the manner and season most agreeable to the dictates of his own conscience; or for his religious profession or sentiments; provided he doth not disturb the public peace, or obstruct others in their religious worship.” See also Amend. Art. 46, § 1 (No law shall be passed prohibiting the free exercise of religion.”). Where, as here, government seeks to dictate what forms of religious expression are acceptable, the Establishment Clause of the First Amendment may also be implicated. *Abington School Dist. v. Schempp*, 374 U.S. 203 (1963).

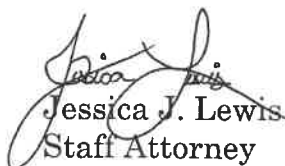
Conclusion

We urge the Board to take immediate steps to clarify to the public that no one is required to stand for or say the Pledge of Allegiance at Mashpee Select Board meetings or will in the future be chastised for choosing not to participate in the Pledge ceremony—and to provide an appropriate apology to the resident recently subjected to verbal abuse for the exercise of core constitutional rights.³

Sincerely,



Ruth Bourquin
Senior and Managing Attorney
(617) 482-3170 ext. 348
rbourquin@aclum.org



Jessica J. Lewis
Staff Attorney
(617) 482-3170 ext. 334
jlewis@aclum.org

Cc: Rodney C. Collins, Town Manager (rccollins@mashpeema.gov and
tmcook@mashpeema.gov)
Wendy Williams

³ We also note that banning or officially condemning comments from the public that a Board member deems “disrespectful,” but which do not include true threats or other types of unprotected speech—as also occurred on April 11—is also a free speech problem. The freedom of speech provisions in the First Amendment and Article 16 represent “a profound national commitment to the principle that debate on public issues should be uninhibited, robust, and wide-open, and that it may well include vehement, caustic, and sometimes unpleasantly sharp attacks on government and public officials.” *New York Times Co. v. Sullivan*, 376 U.S. 254, 270 (1964). See also *Spaulding v. Natick School Committee*, No. 2018-01115, pp. 18-25 (Mass. Super. Ct. Nov. 21, 2018) available here https://www.aclum.org/sites/default/files/field_documents/spaulding-natick_psj-decision.pdf. Indeed, the Town’s own policy—unlike the Board member’s comments on April 11—recognizes that “consistent with constitutional free speech principles [] a public body does not have the authority to prevent all speech that may be upsetting and/or offensive to others.” https://www.mashpeema.gov/sites/g/files/vyhlif3426/f/pages/81public_participation_at_public_meetings.pdf



Attached is communication from each candidate expressing their interest in joining the Commission.

Request

Fri 3/25/2022 01:52 PM

To: Terrie Cook <tmcook@mashpeema.gov>

Cc: Rodney Collins <rcollins@mashpeema.gov>; Wayne E. Taylor <wtaylor@mashpeema.gov>; Stephanie Coleman <SColeman@mashpeema.gov>

WARNING! EXTERNAL EMAIL: : This message originated outside the Town of Mashpee mail system and could be harmful ☹. PLEASE DO NOT CLICK ON LINKS OR ATTACHMENTS unless you are absolutely certain the content is safe.

3-25-2022

To: The Honorable Board of Selectmen

Mashpee, Ma. 02649

From: Ernest Virgilio

Mashpee, Ma.

I would like to request I be appointed to The Mashpee Sewer Commission as a Member at Large. I have many years of Experience in the General Construction of sewer, water, road and building construction. I was Clerk of Works for the Otis Air Base Sewerage Treatment Plant Expansion Project when I was Clerk of Works for the Barnstable County Correctional Facility. I have also served as Clerk of Works on many new Town of Mashpee Building Projects.

I was Mashpee's first Department of Public Works Director and have the experience, knowledge and understanding to be appointed to the Mashpee Sewer Commission.

I am available for interviews and meetings if requested.

Thank you,
Ernie Virgilio

Sewer Commission

Chad Smith

Thu 6/2/2022 10:34 AM

To: Terrie Cook <tmcook@mashpeeema.gov>

Cc: Rodney C. Collins <rccollins@mashpeeema.gov>

WARNING! EXTERNAL EMAIL: : This message originated outside the Town of Mashpee mail system and could be **harmful** . PLEASE DO NOT CLICK ON LINKS OR ATTACHMENTS unless you are absolutely certain the content is safe.

Dear Mr. Chairman and Members of the Select Board,

If the Select Board sees it to be in the best interest of the Town, I am available and willing to serve on our Sewer Commission. If this necessitates resigning from the Conservation Commission, I am willing to do so. The Conservation Commission has several new and highly qualified members while our Sewer Commission is currently short handed.

Regards,
Chad Smith

REAPPOINTMENT LIST JUNE 6, 2022 Select Board Meeting

Affordable Housing Committee					
Affordable Housing Committee	Noelle Pina	Member At-Large	1 Year	June 30, 2023	
Affordable Housing Committee	Allan Isbitz	Member At-Large	1 Year	June 30, 2023	
Affordable Housing Committee	Stephanie A. Coleman	Member At-Large	1 Year	June 30, 2023	
Affordable Housing Committee	Kayla Baier	Member At-Large	1 Year	June 30, 2023	
Americans with Disabilities Act Committee					
Americans with Disabilities Act Committee	Kim Landry	Compliance Officer- HR Director	1 Year	June 30, 2023	
Americans with Disabilities Act Committee	Merrill Blum	Member At-Large	1 Year	June 30, 2023	
Americans with Disabilities Act Committee	Colleen Meehan	Member At-Large	1 Year	June 30, 2023	
Americans with Disabilities Act Committee	David Morris**	Building Commissioner	1 Year	June 30, 2023	
Assessors, Board of					
	Gregg Fraser	Member At-Large	3 Years	June 30, 2025	
Barnstable County Coastal Resources Commission (CRC)					
Barnstable County Coastal Resources Commission (CRC)	Albert Wickel		1 Year	June 30, 2023	
Barnstable County Dredge Committee					
Barnstable County Dredge Committee	Kenneth Bates		1 Year	June 30, 2023	
Cape Cod Joint Transportation					
	Catherine Laurent	Mashpee Rep	1 Year	June 30, 2023	
Cape Cod Municipal Health Group Rep					
Cape Cod Municipal Health Group Rep	Rodney Collins	Town Manager	1 Year	June 30, 2023	
Cape Cod Municipal Health Group Rep (A/t)	Tracy Scalia	HR Benefits Administrator	1 Year	June 30, 2023	
Capital Improvement Program (CIP)					
CIP	Rodney Collins	Town Manager	1 Year	June 30, 2023	
CIP	Andrew Gottlieb	Select Board	1 Year	June 30, 2023	
CIP	Dawn Thayer	Town Accountant	1 Year	June 30, 2023	
CIP	Charles Gasior	Member At-Large	1 Year	June 30, 2023	
CIP	Edmund Sarno	Member At-Large	1 Year	June 30, 2023	
CC Regional Transit Authority Board					
	Wayne Taylor	Mashpee Rep	1 Year	June 30, 2023	
Cape Light Compact JPE					
	Wayne Taylor	Mashpee Rep	1 Year	June 30, 2023	
Cemetery Commission					
	Michael Scirpoli	Member At-Large	3 Years	June 30, 2025	

REAPPOINTMENT LIST JUNE 6, 2022 Select Board Meeting

Community Garden Advisory Committee		Mohamad Fahd	Member At-Large	3 Years	June 30, 2025
Community Garden Advisory Committee		Lynn Harris	Member At-Large	3 Years	June 30, 2025
Community Park Committee		Richard DeSorgher	Member At-Large	1 Year	June 30, 2023
Community Park Committee		Carol Sherman	Select Board Representative	1 Year	June 30, 2023
Community Park Committee		Rodney Collins	Town Manager	1 Year	June 30, 2023
Community Park Committee		Catherine Laurent	Member At-Large	1 Year	June 30, 2023
Community Park Committee		Janice Walford	Member At-Large	1 Year	June 30, 2023
Community Preservation Act Committee		Andrew Gottlieb	Select Board/Park Commissioner	1 Year	June 30, 2023
Community Preservation Act Committee		Arden Russell Cadrin	Member At-Large	1 Year	June 30, 2023
Community Preservation Act Committee		Barbara Lynne Barbee	Member At-Large	1 Year	June 30, 2023
Community Preservation Act Committee		Ed Larkin	Member At-Large	1 Year	June 30, 2023
Community Preservation Act Committee		Dawn Thayer	Member At-Large	1 Year	June 30, 2023
Conservation Commission		Alexandra Zollo	Member At-Large	3 Years	June 30, 2025
Conservation Commission		Chad Smith	Member At-Large	3 Years	June 30, 2025
Conservation Commission		Marjorie Claprood	Associate Member	1 Year	June 30, 2023
Conservation Commission		Erin Copeland	Associate Member	1 Year	June 30, 2023
Council on Aging		Norah McCormick	Member At-Large	3 Years	June 30, 2025
Council on Aging		Michael Murphy	Member At-Large	3 Years	June 30, 2025
Council on Aging		Rachel Hodgman	Member At-Large	3 Years	June 30, 2025
Cultural Council		Nina Cocomazzi, <i>Co-Chair</i>	Member At-Large	3 Years	Sept 30, 2025
Cultural Council		MaryKate O'Brien	Member At-Large	3 Years	Sept 30, 2025
Cultural Council		Lee P. Smith	Member At-Large	3 Years	Sept 30, 2025
Design Review Committee		David Morris	Building Commissioner	1 Year	June 30, 2023
Design Review Committee		Tyler Gaudreau	Member At-Large (landscape)	1 Year	June 30, 2023
Design Review Committee		Miles Bernadett Peters	Member At-Large (landscape)	1 Year	June 30, 2023

REAPPOINTMENT LIST JUNE 6, 2022 Select Board Meeting

Economic Development Industrial Corp.	Pamela McCarthy	Member At-Large	1 Year	June 30, 2023
EDIC	Patrice Pimental	Finance	1 Year	June 30, 2023
EDIC	Robyn Simmons	Low-Income	1 Year	June 30, 2023
EDIC	Carol Sherman	Municipal Government Rep	1 Year	June 30, 2023
EDIC	Glenn Thompson	Commercial	1 Year	June 30, 2023
EDIC	Denise Dutson	Real Estate Rep	1 Year	June 30, 2023
Emergency Management Operations Manager	John F. Phelan	Fire Chief	1 Year	June 30, 2023
Emergency Management Operations Advisor	Ernest Virgilio		1 Year	June 30, 2023
Environmental Oversight Committee (EOC)	Donovan McElligatt	Shellfish	1 Year	June 30, 2023
E O C	Ashley Fisher	Member At-Large	1 Year	June 30, 2023
Hazardous Waste Coordinator	John F. Phelan	Fire Chief	1 Year	June 30, 2023
Health, Board of	Ernest Virgilio	Member At-Large	3 Years	June 30, 2025
Historical Commission	Rosemary Burns Love	Member At-Large	3 Years	June 30, 2025
Historical Commission	Joan Tavares-Avant	Member At-Large	3 Years	June 30, 2025
Human Rights Commission Town Advisory Council	Gail Wilson		1 Year	June 30, 2023
Human Services Committee	David Weeden	Select Board Representative	1 Year	June 30, 2023
Human Services Committee	Mary Bradbury	Recreation Director	1 Year	June 30, 2023
Human Services Committee	Heidi McLaughlin	COA Director	1 Year	June 30, 2023
Human Services Committee	Ebony Steele	Member At-Large	1 Year	June 30, 2023
Human Services Committee	Barbara Lynne Barbee	Member At-Large	1 Year	June 30, 2023
Mashpee Cable & Advanced Technology Advisory Board (MCAT)	R. Micheal Segroves	Member At-Large	3 Years	June 30, 2025
MCAT	Jennifer McLarnon	Member At-Large	3 Years	June 30, 2025

REAPPOINTMENT LIST JUNE 6, 2022 Select Board Meeting

Mashpee Inclusion and Diversity Committee (MIDC)	Kimberly Landry	Compliance Officer (Non-Voting)	2 Years	June 30, 2024
MIDC	Richard Klein	Member At-Large	2 Years	June 30, 2024
MIDC	Rowela Kent	Member At-Large	2 Years	June 30, 2024
MIDC	J. Marie Stevenson	Member At-Large	2 Years	June 30, 2024
MIDC	Dan Kupferman	Member At-Large	2 Years	June 30, 2024
Mashpee TV Executive Board	Wayne Taylor	Select Board Designee	1 Year	June 30, 2023
Mashpee Wakeby Lake Management	Barbara Nichols		1 Year	June 30, 2023
Mashpee Wakeby Lake Management	Deborah McManus		1 Year	June 30, 2023
Mashpee Wakeby Lake Management	Brian Mauro		1 Year	June 30, 2023
Mashpee Wakeby Lake Management	Donald MacDonald		1 Year	June 30, 2023
Mashpee Wakeby Lake Management	Michael Rapacz		1 Year	June 30, 2023
Mashpee Wakeby Lake Management	Paul S. Bibo		1 Year	June 30, 2023
MMR Representative	John Cotton		1 Year	June 30, 2023
Plan Review Committee	David Morris	Building Commissioner	1 Year	June 30, 2023
Plan Review Committee	Glen Harrington	Health Agent	1 Year	June 30, 2023
Plan Review Committee	Evan Lehrer	Town Planner	1 Year	June 30, 2023
Plan Review Committee	Andrew McManus	Conservation Agent	1 Year	June 30, 2023
Plan Review Committee	Jack Phelan	Fire Designee	1 Year	June 30, 2023
Plan Review Committee	Scott Carline	Police Designee	1 Year	June 30, 2023
Plan Review Committee	Catherine Laurent	DPW Director	1 Year	June 30, 2023
Plan Review Committee	Rodney Collins	Town Manager	1 Year	June 30, 2023
Recreation Advisory Council	Lorraine C. Murphy	Member At-Large	2 Years	June 30, 2023
Recreation Advisory Council	Liz Vieira-Ewing	Member-At-Large	2 Years	June 30, 2023
Recreation Advisory Council	Carol Campos	Member-At-Large	2 Years	June 30, 2023
Recreation Advisory Council	Joan Lyons	Member At-Large	2 Years	June 30, 2023
Senior Management Board (SMB)	John Cotton	Select Board Rep	1 Year	June 30, 2023

REAPPOINTMENT LIST JUNE 6, 2022 Select Board Meeting

Shellfish Commission		Donovan McElligatt	Shellfish Constable	1 Year	June 30, 2023
Shellfish Commission		Peter Thomas	Recreational Rep	3 Years	June 30, 2025
Shellfish Commission		Vernon Pocknett	Associate Member	1 Year	June 30, 2023
Shellfish Commission		Mark Weissman	Associate Member	1 Year	June 30, 2023
Shellfish Commission		Jaime Pachico	Associate Member	1 Year	June 30, 2023
South Cape Beach Advisory Committee		Mike Sweatman		3 Years	June 30, 2025
Special Events Committee		Jack Phelan		1 Year	June 30, 2023
Special Events Committee		Marjorie Phillips		1 Year	June 30, 2023
Special Events Committee		Mark Lawrence		1 Year	June 30, 2023
Special Events Committee		Mary Bradbury		1 Year	June 30, 2023
Special Events Committee		Krysten Kelliher		1 Year	June 30, 2023
Special Events Committee		Susan Stogel		1 Year	June 30, 2023
Special Events Committee		Wayne Taylor		1 Year	June 30, 2023
Special Events Committee		Rodney Collins		1 Year	June 30, 2023
Storm Water Management Task Force		Wayne Taylor	SB/Town Manager Representative	1 Year	June 30, 2023
Storm Water Management Task Force		Catherine Laurent	Director of DPW	1 Year	June 30, 2023
Storm Water Management Task Force		Andrew McManus	Conservation Agent	1 Year	June 30, 2023
Storm Water Management Task Force		Ashley Fisher	Director of Natural Resources	1 Year	June 30, 2023
Storm Water Management Task Force		Evan Lehrer	Town Planner	1 Year	June 30, 2023
Storm Water Management Task Force		Glen Harrington	Health Agent	1 Year	June 30, 2023
Streetlight Committee		Scott Carline	Police Chief	1 Year	June 30, 2023
Streetlight Committee		Catherine Laurent	DPW Director	1 Year	June 30, 2023
Streetlight Committee		Christopher Avis	Member At-Large	1 Year	June 30, 2023
Waterways Commission (Code \$5-52)		Ken Bates	Member At-Large	3 Years	June 30, 2025
Zoning Board of Appeals (ZBA)		Jonathan Furbush	Member At-Large	3 Years	June 30, 2025

MASHPEE SELECT BOARD
2022 - 2023 LIAISON ASSIGNMENTS UPDATED JUNE 6, 2022

<div> <div> Andrew R. Gottlieb agottlieb@mashpeeema.gov </div> <div> David W. Weeden dweeden@mashpeeema.gov </div> <div> John J. Cotton jcotton@mashpeeema.gov </div> </div>	
Capital Improvement Program (CIP) Community Preservation Act (CPC) Conservation Environmental Oversight (EOC) Mashpee-Wakeby Lake Management Native American Affairs Natural Resources (DNR) Planning Wastewater Management Waterways Water District	<div> <div> Board of Assessors (BOA) Board of Health (BOH) Clerk/Treasurer/Accounting Council on Aging (COA) Finance Committee (Fin-Com) Human Services South Cape Beach Advisory </div> <div> Affirmative Action Americans w/Disabilities (ADA) Historical Information Technology (IT) Library Military Civilian Advisory Council (CAC) Native American Affairs School </div> </div>
<div> <div> Thomas F. O'Hara tohara@mashpeeema.gov </div> <div> Affordable Housing Building & Inspections Fire Police Planning & Construction Committee Zoning Board of Appeals (ZBA) </div> </div>	<div> <div> Carol A. Sherman csherman@mashpeeema.gov </div> <div> Chamber of Commerce Economic Development (EDIC) Human Resources Public Works (DPW) Recreation Special Events Committee </div> </div>

**Town of Mashpee
Select Board
Policy No: 031**

Guidelines for Select Board Liaisons

POLICY:

The Select Board shall maintain liaison assignments to the various Departments, Boards and Committees as deemed necessary by the Select Board in accordance with the following guidelines:

1. Each year Select Board liaison assignments shall be designated by the Chair of the Select Board following the Board's reorganization.
2. The goal of liaison assignments shall be to facilitate communication with the Select Board and liaisons shall not exert any independent supervisory authority over Town departments or Boards, which shall be the responsibility of the Town Manager. Any complaints or problems regarding the activities of a Town Department shall be addressed through the Town Manager.
3. Liaisons shall endeavor to meet with each assigned department for the purpose of sharing information at least one time per year.
4. It is recognized that liaison assignments shall not prevent any Select Board Member from requesting information from any department.

Adopted by the Mashpee Select Board (formerly known as Board of Selectmen)
November 13, 1995