



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282590
Original Issued Date: 08/22/2022
Issued Date: 08/22/2022
Expiration Date: 08/22/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: DMS Trinity, LLC

Phone Number: 781-864-3379 Email Address: mary.susan.blout@gmail.com

Business Address 1: 38 Gould Street

Business Address 2:

Business City: Stoneham

Business State: MA

Business Zip Code: 02180

Mailing Address 1: 38 Gould Street

Mailing Address 2:

Mailing City: Stoneham

Mailing State: MA

Mailing Zip Code: 02180

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business, Lesbian, Gay, Bisexual, and Transgender Owned Business, Minority-Owned Business

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 12

Percentage Of Control: 12

Role: Owner / Partner

Other Role: Manager

First Name: Mary

Last Name: Blout

Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 15

Percentage Of Control: 15

Role: Owner / Partner

Other Role:

First Name: Angelina

Last Name: Ventouris

Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 7.5

Percentage Of Control: 7.5

Role: Owner / Partner

Other Role:

First Name: Steven

Last Name: Byrne

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 51.5

Percentage Of Control:
51.5

Role: Owner / Partner

Other Role:

First Name: Denis

Last Name: DosSantos

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 6

Percentage Of Control: 6

Role: Owner / Partner

Other Role:

First Name: Dylan

Last Name: Handy

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 5

Percentage Of Control: 5

Role: Owner / Partner

Other Role:

First Name: Carla

Last Name: Chaloub

Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 3 Percentage Of Control: 3
Role: Owner / Partner Other Role:
First Name: Brian Last Name: Collins Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
Individual Contributing Capital 1

First Name: Mary Last Name: Blout Suffix:
Types of Capital: Monetary/Equity, Other Other Type of Capital: Sweat Total Value of the Capital Provided: Percentage of Initial
(Specify) Equity \$100000 Capital: 12
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Angelina Last Name: Ventouris Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$250000 Percentage of Initial Capital: 15
Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Steven Last Name: Byrne Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$125000 Percentage of Initial Capital: 7.5
Capital Attestation: Yes

Individual Contributing Capital 4

First Name: Denis Last Name: Suffix:
DosSantos
Types of Capital: Monetary/ Other Type of Capital: Total Value of the Capital Provided: Percentage of Initial Capital:
Equity \$250000 51.5
Capital Attestation: Yes

Individual Contributing Capital 5

First Name: Dylan Last Name: Handy Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$100000 Percentage of Initial Capital: 6
Capital Attestation: Yes

Individual Contributing Capital 6

First Name: Carla Last Name: Chalhoub Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$250000 Percentage of Initial Capital: 5
Capital Attestation: Yes

Individual Contributing Capital 7

First Name: Brian Last Name: Collins Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$100000 Percentage of Initial Capital: 3

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 260 Second Street

Establishment Address 2:

Establishment City: Chelsea

Establishment Zip Code: 02150

Approximate square footage of the establishment: 3000

How many abutters does this property have?: 3

Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Chelsea HCA Certification.pdf	pdf	62335b074dd71307b79d1535	03/17/2022
Community Outreach Meeting Documentation	Comm Outreach Attestation 3.1.22.pdf	pdf	62335b6e43c5a4074731c119	03/17/2022
Community Outreach Meeting Documentation	Attachment A CHR0210Page011.pdf	pdf	62335bf609efaa0768b9360d	03/17/2022
Community Outreach Meeting Documentation	Attachment A CHR0217Page011.pdf	pdf	62335bfc17ef97077a76b6b5	03/17/2022
Community Outreach Meeting Documentation	Attachment B Clerks Notice of Meeting Stamped.pdf	pdf	62335c3c11f5a30789d9c249	03/17/2022
Community Outreach Meeting Documentation	Attachment C Abutters Letter Chelsea.pdf	pdf	62335c8f6670b20768e809d9	03/17/2022
Community Outreach Meeting Documentation	Attachment C Abutters List Redacted - Chelsea.pdf	pdf	62335c9111f5a30789d9c252	03/17/2022
Community Outreach Meeting Documentation	Attachment C Abutters List stamped by City - 260_SEC-STAMPED.pdf	pdf	62335c96e938dd07a5f5475a	03/17/2022
Community Outreach Meeting Documentation	City of Chelsea Abutter MAP.pdf	pdf	62335ca909efaa0768b93617	03/17/2022
Community Outreach Meeting Documentation	Affidavit of Timothy Halpin.pdf	pdf	62335cc7e449f407967ded34	03/17/2022
Community Outreach Meeting Documentation	February 23 2022 Community Host Meeting Announcement.pdf	pdf	62335d99177b01078938102a	03/17/2022
Plan to Remain Compliant with Local Zoning	Licensing Commission Rules and Regulations.pdf	pdf	623367299ca34b074e7a324e	03/17/2022
Plan to Remain Compliant with	Plan to remain compliance with local	pdf	623367360034de07b094b585	03/17/2022

Local Zoning	zoning.pdf			
Community Outreach Meeting Documentation	Community Outreach Notice Instructions.pdf	pdf	62339e2c32b90c07941ab0b6	03/17/2022
Community Outreach Meeting Documentation	Comm. Outreach Number of Participants.pdf	pdf	62339f2e17ef97077a76bac7	03/17/2022

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan Revised 5.2.22.pdf	pdf	627026f6560e3c00088802ba	05/02/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: Manager
 First Name: Mary Last Name: Blout Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:
 First Name: Angelina Last Name: Ventouris Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

Individual Background Information 3

Role: Owner / Partner Other Role:
 First Name: Steven Last Name: Byrne Suffix:
 RMD Association: Not associated with an RMD
 Background Question: yes

Individual Background Information 4

Role: Owner / Partner Other Role:
 First Name: Denis Last Name: DosSantos Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

Individual Background Information 5

Role: Owner / Partner Other Role:
 First Name: Carla Last Name: Chaloub Suffix:
 RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 6

Role: Owner / Partner Other Role:
First Name: Dylan Last Name: Handy Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 7

Role: Owner / Partner Other Role:
First Name: Brian Last Name: Collins Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR 2022.pdf	pdf	6233775a43c5a4074731c287	03/17/2022
Secretary of Commonwealth - Certificate of Good Standing	Good Standing Certificate March, 2022.pdf	pdf	6233778a2882b60773c20a39	03/17/2022
Articles of Organization	THIRD AMENDMENT TO OPERATING AGREEMENT FINAL - signed 3.17.22.pdf	pdf	62338ef5e449f407967defc9	03/17/2022
Articles of Organization	Amended and Restated Operating Agreement SIGNED.PDF	pdf	62338feb7641f907553eda2e	03/17/2022
Articles of Organization	Operating Agreement First.pdf	pdf	623390240034de07b094b7f0	03/17/2022
Articles of Organization	Second Amendment to DMS Trinity LLC.pdf	pdf	6233902b6670b20768e80ccc	03/17/2022
Articles of Organization	Dept. of Unemployment Affidavit of Mary Susan Blout.pdf	pdf	623390e29ca34b074e7a34e1	03/17/2022

No documents uploaded

Massachusetts Business Identification Number: 001379767

Doing-Business-As Name: Trinity Naturals

DBA Registration City: Chelsea

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	DMS Trinity - Plan for Insurance.pdf	pdf	5ce1db7241a4321320f254cd	05/19/2019
Plan for Liability Insurance	Bonacorso Insurance Signed Letter.pdf	pdf	6022c6ff1681d1368fdb45f4	02/09/2021
Proposed Timeline	Proposed Timeline to be Operational.pdf	pdf	623391d22882b60773c20bcf	03/17/2022
Business Plan	Business Plan Updated 2022.pdf	pdf	6233928f2882b60773c20be5	03/17/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	7a. From Gallo Loitering Language Addendum (2).docx.pdf	pdf	623396df6670b20768e80d4d	03/17/2022
Security plan	7b. DMS Security Service Proposal (Gallo).pdf	pdf	623396e60034de07b094b87b	03/17/2022
Transportation of marijuana	Transportation Plan.docx.pdf	pdf	6233973c177b0107893813d5	03/17/2022
Energy Compliance Plan	Energy and Environmental Policy Final.docx.pdf	pdf	623397b8440815076f419248	03/17/2022
Restricting Access to age 21 and older	Restricting Access to Individuals 21 or Older.docx.pdf	pdf	6233981709efaa0768b939c0	03/17/2022
Prevention of diversion	Prevention of Diversion under 21 - Chelsea.docx.pdf	pdf	6233986a0d00f5077626f828	03/17/2022
Quality control and testing	Quality Control and Testing Procedures.docx.pdf	pdf	623398ce4dd71307b79d18ab	03/17/2022
Dispensing procedures	Dispensing Procedures.pdf	pdf	6233991732b90c07941ab098	03/17/2022
Maintaining of financial records	Maintenance of Financial Records 2022.docx.pdf	pdf	623399ce32b90c07941ab0a2	03/17/2022
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana and Products.docx.pdf	pdf	62339a754dd71307b79d18bb	03/17/2022
Plan for obtaining marijuana or marijuana products	LOI from Bostica to DMS.pdf	pdf	62339ace7641f907553edb00	03/17/2022
Plan for obtaining marijuana or marijuana products	LOI River Run DMS TRINITY 101019.pdf	pdf	62339ae70d00f5077626f83e	03/17/2022
Inventory procedures	Inventory Process Plan.pdf	pdf	62339c1611f5a30789d9c5d2	03/17/2022
Storage of marijuana	DMS Trinity - Storage Plan.pdf	pdf	62339cca0034de07b094b8c2	03/17/2022
Qualifications and training	DMS Trinity - Training.pdf	pdf	62339d557641f907553edb0a	03/17/2022
Personnel policies including background checks	Updated 3.25.22 REVISED FINAL Personnel Policies Plan 2022.pdf	pdf	623e51eac91bef00094b0864	03/25/2022
Diversity plan	Diversity Plan Revised 5.2.22.pdf	pdf	62702758560e3c00088803cb	05/02/2022

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control

Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the

Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.:

I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.:

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.:

I certify that all information contained within this renewal application is complete and true.:

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 9:00 PM
Tuesday From: 9:00 AM	Tuesday To: 9:00 PM
Wednesday From: 9:00 AM	Wednesday To: 9:00 PM
Thursday From: 9:00 AM	Thursday To: 9:00 PM
Friday From: 9:00 AM	Friday To: 9:00 PM
Saturday From: 9:00 AM	Saturday To: 9:00 PM
Sunday From: 9:00 AM	Sunday To: 9:00 PM



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

DMS Trinity Naturals , LLC

2. Name of applicant's authorized representative:

Mary Susan Blout

3. Signature of applicant's authorized representative:

Mary Susan Blout

4. Name of municipality:

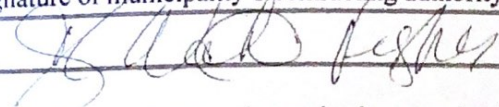
City of Chelsea

5. Name of municipality's contracting authority or authorized representative:

Cheryl Watson Fisher / City Solicitor



6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

C.Fisher@Chelseama.gov

8. Host community agreement execution date:

May 25, 2021

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): 2/23/22
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

a. Date of publication:

2/10 + 2/17/22

b. Name of publication:

Chelsea Record

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

a. Date notice filed:

2/22/22

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

a. Date notice(s) mailed:

2/16/22

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

DMA Trinity, LLC

Name of applicant's authorized representative:

Mary Susan Blout

Signature of applicant's authorized representative:

Mary Susan Blout

Notice is hereby given that a
COMMUNITY OUTREACH MEETING
for a proposed Marijuana Establishment is scheduled:
February 23, 2022, at 6:00 PM
260 Second Street Chelsea, MA02150
or join on ZOOM:

<https://us02web.zoom.us/j/82810871667?pwd=aVVnNkZyOW9aaG9rNFJwazQvdEgvUT09>

The location for the proposed Marijuana Retailer is:
270 Second St., Chelsea, MA02150.

There will be an opportunity for the public to ask questions.
Please contact Attorney Sheila Grant with any inquiries at (781)396.9494 or
sheila@grantlawoffices.com, DMS Trinity, LLC.

Estanoticia es para informarles que habra una
REUNION DE LA COMUNIDAD
endonde se les informara de la propuesta para establecer
un negocio de Marijuana. La reunion esta programada para:
el 23 Febrero 2022, 6:00PM
260 Second Street, Chelsea, MA 02150
participar de la reunión en a ZOOM a

<https://us02web.zoom.us/j/82810871667?pwd=aVVnNkZyOW9aaG9rNFJwazQvdEgvUT09>

La direccion propuesta para vender Marijuana sera en la:
270 Second St., Chelsea, MA02150.

Durante la reunion el public tendra la oportunidad de hacer preguntas.
Por favor llamar a Lie. Sheila Grant, con cualquiera pregunta (781)396.9494,
sheila@grantlawoffices.com, DMS Trinity, LLC.



Hello future neighbors, friends, and we hope customers:

We at DMS Trinity LLC would like to thank you for taking the time to review or speak in person with us regarding our proposed location at 270 Second Street.

The ownership is locally based in Stoneham and the Metro-Boston area, and we are a family-owned company who has been working toward opening a marijuana retail store since the spring of 2019. Our company has a diverse make up including women, minority, and LGBTQIA+ backgrounds. We are happy to have the opportunity to join the same diverse and expanding Chelsea business community providing adult-use cannabis.

Through our journey we have learned, questions about cannabis frequently arise when a new business opens in anyone's backyard. We know Chelsea has a long existing and close-knit community and we wanted to reach out to our future business partners, future neighbors, and future friends to share, our vision, of our place in Chelsea and the Second Street area.

We plan to lease and develop our dispensary location at 270 Second Street. You will find the building's appearance, at the end of this letter for your review. We are inside the industrial corridor in the center of Chelsea and anticipate helping customers throughout the City.

Our brand name is "Trinity Naturals," and you will see our layout for the store in the attached images and renderings. We have architectural plans available on request. Our sister-in-law is the owner operator of SLS Design in Las Vegas and has developed and produced retail store layouts for optimum consumer experience for dispensaries in California and Nevada. These designs helped shape our plans here in Massachusetts and are a quality representation of what we plan to develop at our Chelsea Location.

Trinity Naturals plans to make significant capital investments in our 270 Second Street location providing a high-quality consumer experience for the benefit of our customers who visit our dispensary. We will carefully and respectfully develop the property and facility.

As well, we intent to carefully select, train and provide programs catered to the Chelsea employee team. We plan to hire 50% of our team from current Chelsea residents. Our development of both property and people will make a unique, high-quality experience for clients while providing the best product offerings available in our area from locally sourced

companies.

Our goal is to serve local customers and work closely with neighboring businesses surrounding our dispensary and the entire Chelsea community. Being from the town next door we know well the fantastic opportunity Chelsea provides and are excited to collaborate with you.

For Trinity Naturals to be a business neighbor in Chelsea, we need your help!

Massachusetts has been incredibly careful in the approach it has taken developing the cannabis industry in the State. The State's approach is comprehensive, thoughtful and has a best-in-class standards for those who participate in the industry to meet. Likewise, the City of Chelsea has taken an approach with equal care to the State. Chelsea carefully followed the path the Cannabis Control Commission provided and learned from surrounding communities who have already opened their municipalities to the cannabis industry and put in place measures allowing benefits for the City.

We wanted to put together a quick list of frequent questions people and businesses ask about this new industry and how we would meet the standards to ensure a safe and secure establishment for long-term success in Chelsea.

1. What kind of business do you plan to create in Chelsea?

We plan to open an adult use recreational dispensary in Chelsea. We plan to invest heavily in our facility, our staff, and our product offerings. We want to attract, serve, and retain a consumer base reflecting of the diversity of Chelsea. We believe everyone has a place and diversity will benefit businesses operating near our location and throughout Chelsea. Our store will be modern, clean, and environmentally friendly using materials and equipment with sustainability at the forefront.

2. Will DMS Trinity LLC hire locally?

Absolutely! We believe our stores will perform best served when serviced by residents of Chelsea. We intend to hire local Chelsea residents to operate and manage all aspects of the store, from security to operations and facility-management. We expect to hire and train locally based employees from within Chelsea when possible.

3. Do dispensaries cause any problems in the surrounding neighborhood?

No – just the opposite occurs. Experience has shown, the added security measures associated with a dispensary from state-of-the-art camera systems to LED lighting, to properly illuminate the entire facility for customers, employees, and those using the

surrounding area, while minimizing glare to our neighbors and physical security resulting in, improved safety and security of the surrounding area. DMS Trinity has a retired 30-year veteran of the Alcohol Tobacco and Firearms (ATF) as our security leader. DMS will maintain strict security measures as part of our operation.

4. Will a dispensary negatively affect my property value?

No. DMS believes the addition of a modern dispensary to the City of Chelsea will bring additional business and security to the area; this will enhance property values.

5. Does a dispensary result in increased substance abuse among local youth?

No. A 2019 study by the Journal of the American Medical Association found no evidence that cannabis laws encouraged use among youth.

6. Does use of other drugs increase because of legalized cannabis?

No. Studies continue to show that cannabis is not the gateway substance portrayed in popular culture.

We believe as a locally owned business we can work directly, quickly, and effectively with the City and businesses in Chelsea. We are extremely excited about the opportunity to serve the Chelsea Community and look forward to collaborating with you as a community partner.

We would appreciate you supporting us in our submission to the City of Chelsea.

Our community Meeting will be held on February 23, 2022, at 6pm using ZOOM Link:
<https://us02web.zoom.us/j/82810871667?pwd=aVVnNkZyOW9aaG9rNFJwazQvdEgvUT09>

Please feel free to contact us to discuss any questions, thoughts, comments, or suggestions you might have.

Sheila Grant 781.396.9494 sheila.grant@grantlawoffices.com
Denis Pinhone Dos Santos 857.225.0072 denisphinhone@gmail.com
Mary Susan Blout 781.864.3379 mary.susan.blout@gmail.com

Thank you!

Trinity Naturals



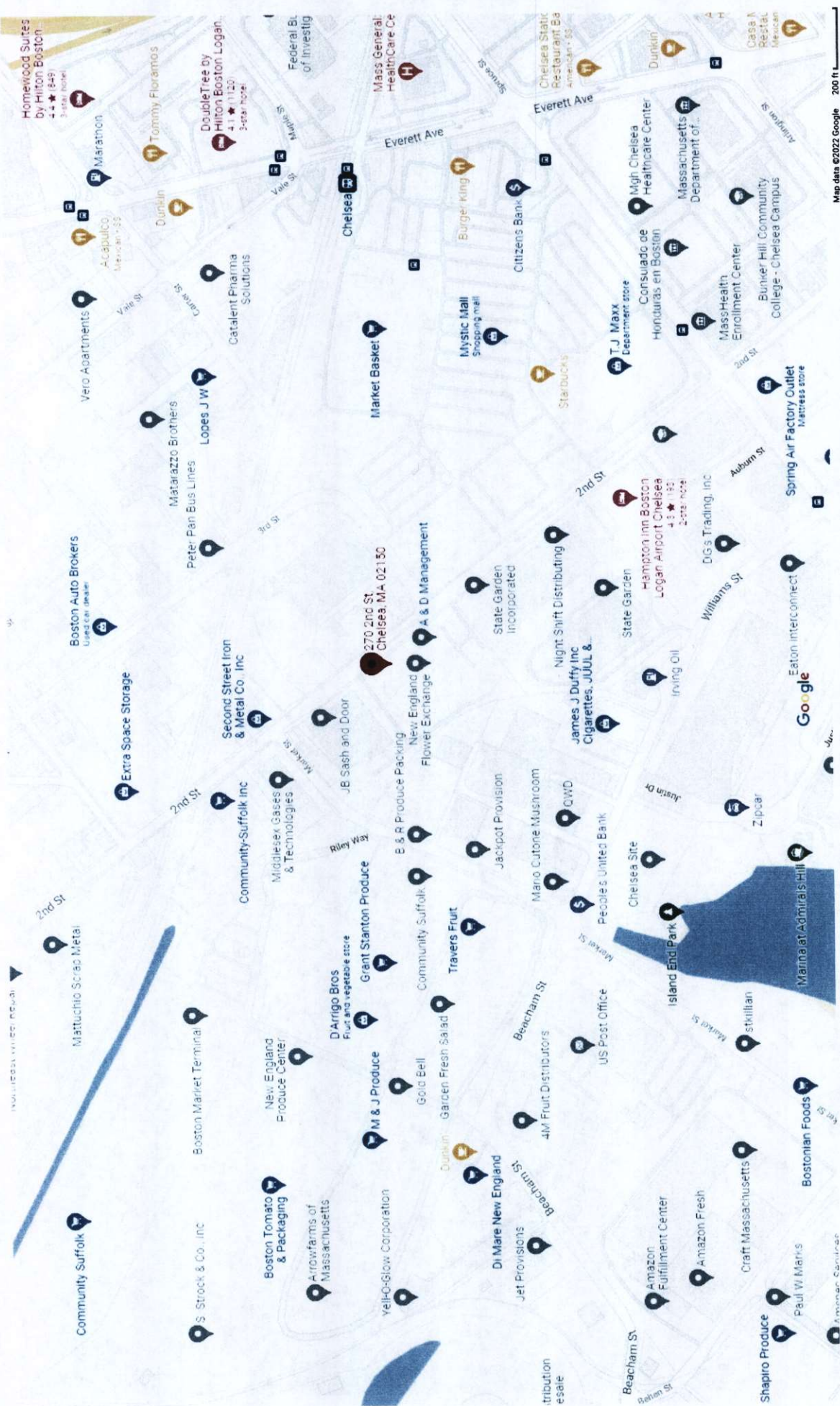
Google Maps **Marking 270 Second Street, Chelsea
Across from State Garden and next door to JB Sash**

And

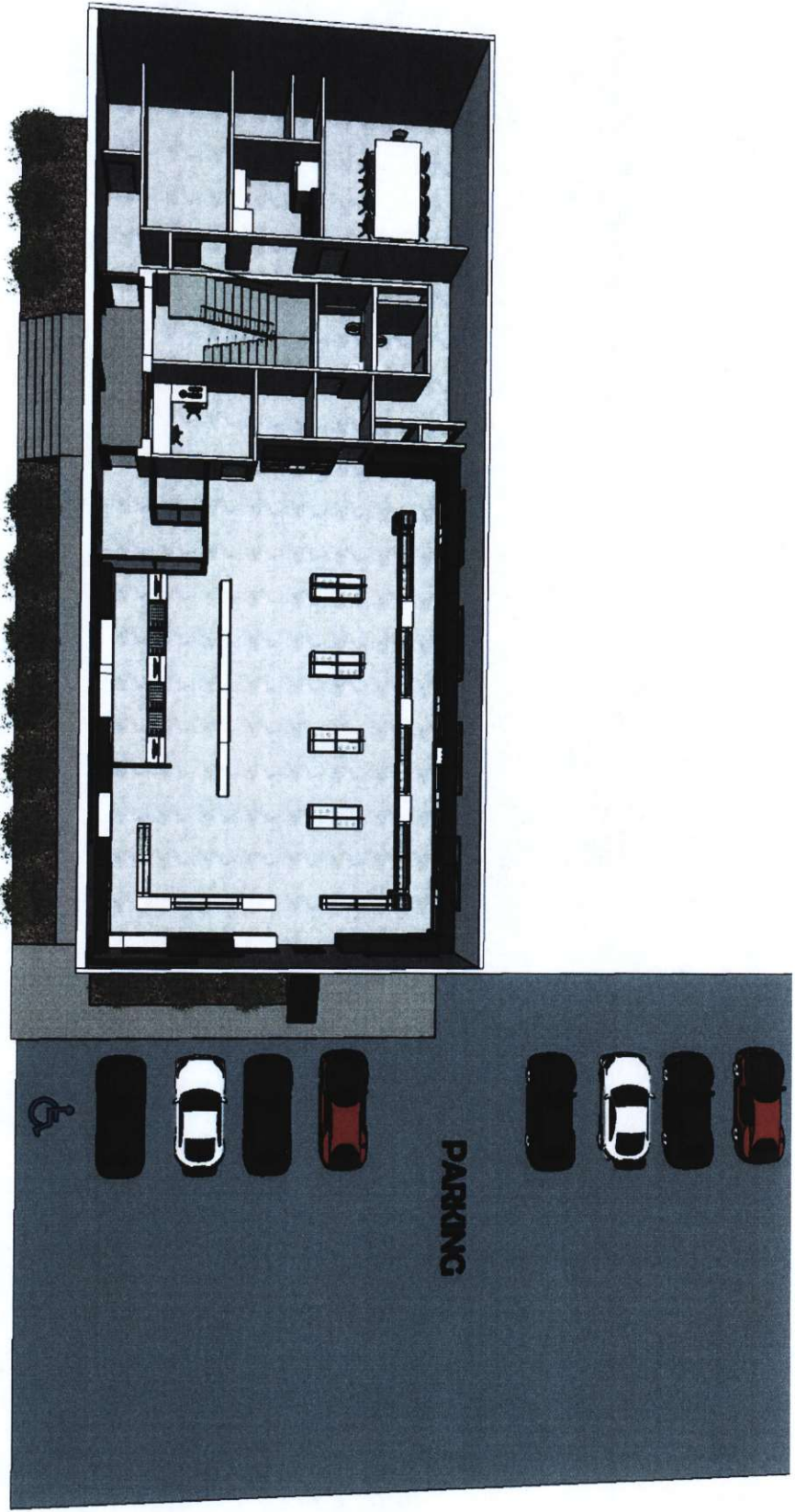
Picture of the Current Location, **270 Second Street, Chelsea**

And

Representations of the Retail Store **270 Second Street, Chelsea**





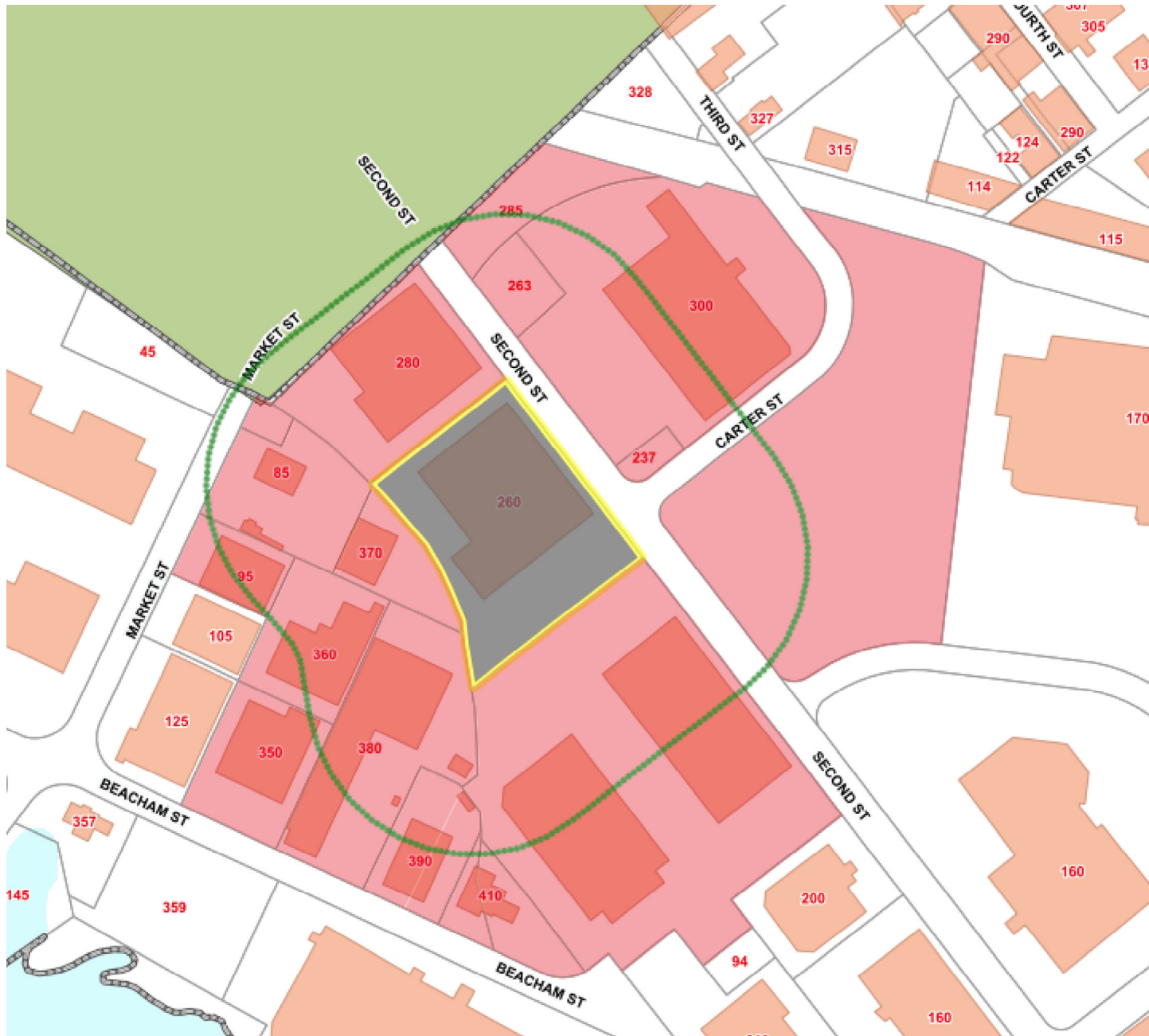




abutters_id_field	abutters_owner1	abutters_owner2	abutters_address	abutters_town	abutters_state	abutters_zip	abutters_bookpage	abutters_location
45-1		CO/ CASSANO DEVELOPMENT	260 SECOND ST	CHELSEA	MA	02150	22167/ 270	220-240 SECOND ST
46-3A		C/O DEMOULAS SUPERMARKETS INC	875 EAST STREET	TEWKSBURY	MA	01876	53899/ 077	SECOND ST
45-1		WILLIAM ST LLP	260 SECOND ST	CHELSEA	MA	02150	21378/ 192	253 WILLIAMS ST
44-8		B J REALTY TRUST	280 SECOND ST	CHELSEA	MA	02150	13362/ 114	280 SECOND ST
44-7			57 NEW ENGLAND PRODUCE CENTER	CHELSEA	MA	02150	635/ 019	360 BEACHAM ST
44-3A		C&J REALTY TRUST	370 BEACHAM ST	CHELSEA	MA	02150	Cert# 113283	370 BEACHAM ST
35-7		CRESCENT AVENUE REALTY TRUST	224 CRESCENT AV	CHELSEA	MA	02150	12363/ 041	350 BEACHAM ST
35-9			86 BARTLETT RD	WINTHROP	MA	02152	C117084	390 BEACHAM ST
35-10			86 BARTLETT RD	WINTHROP	MA	02152	C117084	390 BEACHAM ST
35-11			555 CONSTITUTION DR	TAUNTON	MA	02780	58972/ 41	410B BEACHAM ST
36-3			555 CONSTITUTION DR	TAUNTON	MA	02780	58972/ 41	410 BEACHAM ST
44-3		85 MARKET STREET REALTY TRUST	85 MARKET ST	CHELSEA	MA	02150	C#125252	85 MARKET ST
44-4		LISITANO FAMILY REVOCABLE TRUST	95 MARKET ST	CHELSEA	MA	02150	655/ 136	95 MARKET ST
44-2			366 SECOND ST	EVERETT	MA	02149	C#125350	MARKET ST
53-3			240 SECOND ST	CHELSEA	MA	02150	33653/ 072	263 SECOND ST
54-1			240 SECOND ST	CHELSEA	MA	02150	33653/ 072	300 THIRD ST
44-9		260 SECOND STREET LLP	260 SECOND ST	CHELSEA	MA	02150	21378/ 251	260 SECOND ST
35-8			CITY HALL	CHELSEA	MA	02150		380 BEACHAM ST
53-2			240 SECOND ST	CHELSEA	MA	02150	39317/ 120	285 SECOND ST
45-2		CRA PCL 1-11	CITY HALL	CHELSEA	MA	02150		237 SECOND ST

abutters_id_field	abutters_owner1	abutters_owner2	abutters_address	abutters_town	abutters_state	abutters_zip	abutters_bookpage	abutters_location
45-1	CARTER STREET LLC	CO/ CASSANO DEVELOPMENT	260 SECOND ST	CHELSEA	MA	02150	22167/ 270	220-240 SECOND ST
46-3A	DSM MB I LLC	C/O DEMOULAS SUPERMARKETS INC	875 EAST STREET	TEWKSBURY	MA	01876	53899/ 077	SECOND ST
45-1	CASSANO, DELIA TRUSTEE	WILLIAM ST LLP	260 SECOND ST	CHELSEA	MA	02150	21378/ 192	253 WILLIAMS ST
44-8	BERTOLAMI SALVATORE & UGO TRS	B J REALTY TRUST	280 SECOND ST	CHELSEA	MA	02150	13362/ 114	280 SECOND ST
44-7	J.J.R. PROPERTIES LLC		57 NEW ENGLAND PRODUCE CENTER	CHELSEA	MA	02150	635/ 019	360 BEACHAM ST
44-3A	ARSENAULT KERRY, TRUSTEE	C&J REALTY TRUST	370 BEACHAM ST	CHELSEA	MA	02150	Cert# 113283	370 BEACHAM ST
35-7	SWANBURG EDWARD ET AL TRUSTEES	CRESCENT AVENUE REALTY TRUST	224 CRESCENT AV	CHELSEA	MA	02150	12363/ 041	350 BEACHAM ST
35-9	CASH EDWARD M		86 BARTLETT RD	WINTHROP	MA	02152	C117084	390 BEACHAM ST
35-10	CASH EDWARD M		86 BARTLETT RD	WINTHROP	MA	02152	C117084	390 BEACHAM ST
35-11	BEACHAM REALTY LLC		555 CONSTITUTION DR	TAUNTON	MA	02780	58972/ 41	4108 BEACHAM ST
36-3	BEACHAM REALTY LLC		555 CONSTITUTION DR	TAUNTON	MA	02780	58972/ 41	410 BEACHAM ST
44-3	MURPHY ANGELA TRUSTEE	85 MARKET STREET REALTY TRUST	85 MARKET ST	CHELSEA	MA	02150	CH125252	85 MARKET ST
44-4	LISITANO FRANK & SHIRLEY B TRUSTEES	LISITANO FAMILY REVOCABLE TRUST	95 MARKET ST	CHELSEA	MA	02150	655/ 136	95 MARKET ST
44-2	MATTUCHIO PAUL P		366 SECOND ST	EVERETT	MA	02149	CH125350	MARKET ST
53-3	DEMICMAELIS PROPERTIES LLC		240 SECOND ST	CHELSEA	MA	02150	33653/ 072	263 SECOND ST
54-1	DEMICMAELIS PROPERTIES LLC		240 SECOND ST	CHELSEA	MA	02150	33653/ 072	300 THIRD ST
44-9	CASSANO DELIA TRUSTEE	260 SECOND STREET LLP	260 SECOND ST	CHELSEA	MA	02150	21378/ 251	260 SECOND ST
35-8	CHELSEA CITY OF		CITY HALL	CHELSEA	MA	02150		380 BEACHAM ST
53-2	DEMICMAELIS PROPERTIES LLC		240 SECOND ST	CHELSEA	MA	02150	39317/ 120	285 SECOND ST
45-2	CHELSEA CITY OF	CRA.PCL.1-11	CITY HALL	CHELSEA	MA	02150		237 SECOND ST

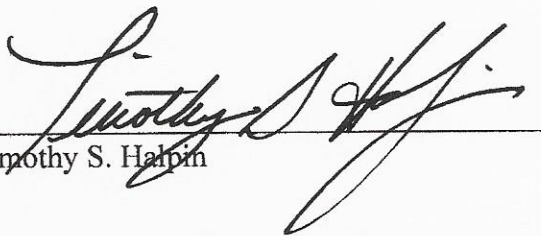
City of Chelsea
 Certified List
 of Abutters



AFFIDAVIT OF TIMOTHY HALPIN

I hereby certify and confirm that pursuant to a request from my husband, Denis Pinhone dos Santos, Member of DMS Trinity Naturals, LLC, I mailed the attached notice to the abutters within a 300 ft radius of 260-270 Second Street, Chelsea, MA. I utilized the abutters list provided by the City of Chelsea Assessor's office by email on February 11, 2022 (also attached hereto). I mailed to each of the 20 abutters on February 16, 2022.

Signed under the pains and penalties of perjury this 7th day of March 2022.


Timothy S. Halpin

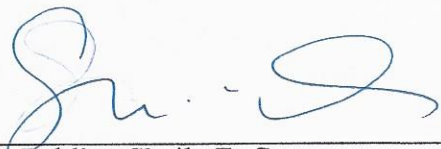
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

March 7, 2022

Then personally appeared the above-named Timothy Halpin, proved to me through satisfactory evidence of identification, which was personal knowledge, and acknowledged the foregoing instrument to be their free act and deed, before me.




Notary Public: Sheila E. Grant
My commission expires: 12/9/22

Notice is hereby given that a
COMMUNITY OUTREACH MEETING
for a proposed Marijuana Establishment is scheduled:

February 23, 2022, at 6:00 PM
260 Second Street Chelsea, MA 02150

or join on ZOOM:

<https://us02web.zoom.us/j/82810871667?pwd=aVVnNkZyOW9aaG9rNFJwazQvdEgvUT09>

The location for the proposed Marijuana Retailer is:

270 Second St., Chelsea, MA 02150.

There will be an opportunity for the public to ask questions.

Please contact Attorney Sheila Grant with any inquiries at
(781)396.9494 or sheila@grantlawoffices.com, DMS Trinity, LLC.

Esta noticia es para informarles que habra una

REUNION DE LA COMUNIDAD

en donde se les informara de la propuesta para establecer
un negocio de Marijuana. La reunion esta programada para:

el 23 Febrero 2022, 6:00PM

260 Second Street, Chelsea, MA 02150

participar de la reunión en a ZOOM a

<https://us02web.zoom.us/j/82810871667?pwd=aVVnNkZyOW9aaG9rNFJwazQvdEgvUT09>

La direccion propuesta para vender Marijuana sera en la:

270 Second St., Chelsea, MA 02150.

Durante la reunion el public tendra la oportunidad de hacer preguntas.

Por favor llamar a Lie. Sheila Grant, con cualquiera pregunta

(781)396.9494,

sheila@grantlawoffices.com, DMS Trinity, LLC.

CITY OF CHELSEA

LICENSING COMMISSION RULES AND REGULATIONS

**City Hall, 500 Broadway Room 307
Chelsea, Massachusetts 02150
(617) 466-4152 (telephone)
(617) 466-4159 (fax)**

Revised and Adopted February 6, 2020

MESSAGE FROM THE CHELSEA LICENSING COMMISSION

The Licensing Commission of the City of Chelsea has prepared the following compendium of its general rules and regulations.

The Rules and Regulations are divided into eleven different sections and are indexed for easy reference. **A copy of the Rules and Regulations is to be kept at each licensed premises** and is to be available for perusal at all times. The Commission also requires that all employees of its licensees be familiar with the Rules and Regulations, as well as the obligations mandated by them.

In issuing these Rules and Regulations, the Commission is attempting to make these Rules and Regulations as accessible as possible and to aid in the general understanding of the Commission's role and function.

Any correspondence concerning these rules should be addressed to the Licensing Administrator at Chelsea City Hall, 500 Broadway, Chelsea, MA 02150, or by telephone at (617) 466-4152.

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SECTION 1

ADMINISTRATIVE RULES AND PROCEDURES

1.01. Regular Meetings

The Licensing Commission shall conduct Regular Meetings at a time and date, as set forth under the Administrative Code of the City of Chelsea, or as determined by the call of the Chair in consultation with the full membership.

1.02. Election of a Chair and a Vice-Chair

The members of the Licensing Commission shall annually elect a Chair, and a Vice-Chair, who must be residents of the City of Chelsea. The election will be held during the month of March of each calendar year. The Chair and Vice-Chair shall serve at the will of the Licensing Commission and may be removed at any time by a majority vote of the Licensing Commission on the motion to vacate the seat in question. The City Manager and the City Clerk shall be notified of the officers of the Licensing Commission upon election.

1.03. Responsibilities of the Chair & Vice-Chair

The Chair shall serve as the presiding officer over all meetings of the Licensing Commission and is the official representative of the Licensing Commission in all proceedings before the City Council and other officials of the city. The Chair shall call all regular and special meetings to order at the fixed hours. The Chair shall preserve order and decorum at all times. The Chair shall decide all questions of order, subject to a motion to override the decision of the Chair from any of the members. Upon appeal of the Chair's decision, no other business is in order until the appeal has been voted upon.

In the absence of the Chair, the Vice-Chair shall perform all the functions of the Chair.

1.04. Responsibilities of the Licensing Administrator

The Licensing Administrator shall serve as secretary to the Licensing Commission and shall be responsible for the presentation of the minutes of each meeting of the Licensing Commission. The Licensing Administrator shall also record the roll of members present, all motions and questions under debate, and shall be responsible for the recording of all roll call votes when requested by a member on a particular motion. The Licensing Administrator shall also be the keeper of the records of the Licensing Commission, and shall keep a list of all matters laid on the table, those postponed to a certain day or those referred to a committee as part of the minutes.

The Chair, in the absence of the Licensing Administrator, shall ensure compliance with the procedures contained in the preceding paragraph.

The Licensing Administrator shall be responsible for providing an accurate and true copy of the agenda of upcoming meetings to the secretary of the City Council and to the City Manager's Office, in compliance with the standards of the Open Meeting Law.

1.05. Sub-committee Appointments

Any special, select, or standing sub-committees may be established by a majority vote of the membership of the Licensing Commission. A report of their activities shall regularly, or upon request of a majority of the membership, be made to the full membership. Each special, select or standing sub-committee so established shall observe laws relevant to the keeping of public records, the open meeting law, and any other applicable law, charter or administrative order. Each special, select or standing sub-committee shall elect a Chair from among the members of said committee.

1.06. Recognition of Speaker

When a member wishes to address the Licensing Commission, he/she will do so only when recognized by the Chair. The member shall be recognized by requesting recognition of the Chair. The member will then wait to be recognized before beginning any remarks.

1.07. Speaking Decorum

Members shall speak only on the question under debate, unless so allowed by the Chair. No member shall hold the floor for more than five minutes on any question under debate. All questions from one member to another must be addressed through the Chair and answered only by permission of the Chair.

1.08. Speakers Called to Order

No member shall be interrupted while speaking, except by a call to order from the Chair. The Chair will signify this by a call to order or by use of a gavel. A member called to order must immediately cease debate unless permitted to explain. Should such member appeal the decision of the Chair, the appeal shall be decided by vote of the membership present without debate. If the decision of the Chair is upheld, the member shall not be allowed to speak.

1.09. Voting on Questions

Every member who is present when a question is put, shall vote either "yes" or "no" on said question, unless granted leave by the Chair. A member may be allowed to vote "present" if his/her own private interests are involved therein. A member must have permission of the Chair or a majority of the members present, or a determination by the City Solicitor that voting on a matter would result in a conflict of interest, in order to be allowed to vote "present."

1.10. Roll Call Votes

Any member may request a roll call vote on any question. Once a roll call is begun, no debate will be allowed. The Licensing Administrator will record and announce the results of all roll call votes when requested.

1.11. Reconsideration

A vote having been taken on all matters, a motion to reconsider any vote shall only be in order within 24 hours of a particular vote in question was taken. A motion for reconsideration, must be in writing and filed with the Licensing Administrator and Chair of the Licensing Commission. The motion for reconsideration shall be taken at that meeting or the next meeting convened by the Chair. Upon receipt of a motion to reconsider, all action on the matter shall be halted.

A motion to reconsider may only be made by a member who voted on the prevailing side of the question.

1.12. Parliamentary Practice

Robert's Rules of Order shall be the authority adopted by the Licensing Commission on all points of parliamentary practice.

1.13. Order of Business - Agendas

At every regular meeting of the Licensing Commission, the order of business shall be as follows:

- a) Calling the roll of members
- b) Approval of the minutes of the previous meeting
- c) New business
- d) Communications
- e) Conferences and Public Hearings
- f) Unfinished (old) business
- g) Adjournment

The above order may be departed from upon consent of the majority of the members of the Licensing Commission.

In addition, the Licensing Administrator shall be responsible for ensuring an agenda is prepared 48 hours prior to each meeting, which, in addition to a listing of the above-ordered business, shall list any public hearings that may be scheduled for that meeting, any unfinished business and/or items currently on the table, as well as any new matters to be discussed under New Business.

Copies of the agenda shall be filed in the Office of the City Clerk 48 hours prior to each scheduled meeting and posted on the Clerk's bulletin board and online. Deadlines for placing items on the agenda shall be no later than forty-eight (48) prior to the time and

date of scheduled meeting. Additional deadlines may be set by the Chair or a majority vote of the full membership.

1.14. Public Hearings

Unless otherwise required by law, notice of all Public Hearings of the Licensing Commission shall be posted on the bulletin board in City Hall and published in one newspaper at least ten (10) days in advance of the time and date of said hearing. When required by law, abutters and/or interested parties shall be notified by mail at their last known address as recorded by the City of Chelsea within the time frame set by such law.

1.15. Rules of Procedure for Public Hearings

Unless otherwise ordered by members of the Licensing Commission, the following rules of procedure shall be followed for all Public Hearings of the Licensing Commission:

- a) The Public Hearing shall be called to order by the Chair on the date and time specified.
- b) The Chair shall read the call of the meeting.
- c) The moving party, if any, shall be given adequate, yet reasonable time to the general time constraints of the public's time, to present such information, evidence, in either oral, graphic documentary form, or argument in favor of their stated position. For the purposes of a disciplinary hearing the police, inspector, or other city, state, or federal official shall be deemed the moving party. For the purposes of rule making, the Commission, or its designee shall be deemed the moving party, and make a general presentation of the proposed rule or regulation.
- d) Any opposing party, if any, shall be given adequate, yet reasonable, time to the general time constraints of the public's time, to present such information, evidence, in either oral, graphic documentary form, or argument in favor of their stated position. For the purposes of a disciplinary hearing, the licensee shall be deemed the opposing party.
- e) The Chair shall then open the public portion of the hearing for the purpose of receiving public comment. At his/her discretion, the Chair may require those members of the public in favor of a particular matter in question or under debate to speak first, to be followed by those in opposition, or vice-versa. Every member of the public who speaks must state his/her name and address for the record before addressing the Licensing Commission. No member of the public may speak for more than five minutes, unless otherwise allowed to do so by a majority vote of the members present. All questions from the public shall be directed through the Chair of the Licensing Commission.

- f) A record of everyone who spoke, their name and address, and whether they were speaking in favor or opposition to a particular matter, shall be recorded by the Licensing Administrator.
- g) No member of the Licensing Commission shall be allowed to speak on the subject matter upon which a hearing is being held during the public comment portion of the Public Hearing.
- h) Once all members of the public have spoken, the Chair shall declare the public portion of the hearing closed, at which time the matter in question may be debated by the members of the Licensing Commission. Unless otherwise set forth by law, and if required, members shall be allowed to vote on the particular matter in question at any time following the closing of the public portion of the Public Hearing upon motion by any member present. By a majority vote of the members present, and where allowed by law, the Licensing Commission may postpone a vote on a particular matter until a later time or date. Once all interested members of the public have spoken, the public speaking portion of the Public Hearing shall be closed.
- i) Once all members have spoken, and any or all votes relating to the matter in question have been taken, the Chair shall declare the Public Hearing closed.

1.16. Restrictions upon Members

No member shall be allowed to vote on any question or serve on any committee when doing so would violate the State of Massachusetts Conflict of Interest Laws or the Code of Ethics of the City of Chelsea as contained in the 1994 Revised Ordinances. Members shall be authorized to request an opinion from the City's Corporate Counsel in order to make such a determination.

1.17. Motions Received by Chairman

When a motion or question is under debate, the Chair shall only entertain motions:

- a) To adjourn
- b) To lay on the table
- c) To move the previous question
- d) To postpone to a day certain
- e) To amend
- f) To postpone indefinitely

These motions shall have precedence in the order in which they are arranged (e.g., the motion to adjourn (a) takes precedent over all motions (b-f) listed above.)

1.18. Motions not Debatable

The motion to adjourn, the motion to lay on the table, or to take from the table, for the previous question, for the yeas and nays, and the motion to vacate the Chair shall be decided without debate.

1.19. Special Meetings

Special Meetings of the Licensing Commission may be held on the call of the Chair, or on the call of a majority of the members of the Licensing Commission, by written notice delivered to the City Clerk at least forty-eight (48) hours in advance of the time and date of said special meeting. Said notice shall clearly state the purpose and agenda of said Special Meeting. The Chair shall be responsible for notifying all members of the Licensing Commission upon the call of a Special Meeting.

1.20. Quorum

A majority of the Licensing Commission shall constitute a quorum, providing all standards of the Open Meeting Law are met.

1.21. Incorporation

The Administrative Policies and Procedures of the City of Chelsea, set forth in Part IV of the Administrative Code, are hereby incorporated by reference.

1.22. Adoption of Additional Rules of Procedure

The Licensing Commission, by majority vote of its full membership, may, from time to time, amend any existing rule or adopt additional rules of procedure as may be necessary to maintain the efficient operation of the Licensing Commission.

SECTION 2

GENERAL RULES FOR ALCOHOLIC BEVERAGES LICENSEES, COMMON VICTUALLERS, INNHOLDERS AND OTHER LICENSEES OF THE COMMISSION

2.01. Definitions

Whenever the word "licensee" is used herein it shall mean an individual licensee and each member of a partnership licensee and each officer, director, manager, and stockholder of a corporate licensee and any agents of a licensee including those employees who work in the public areas of the premises.

2.02. Availability of Rules and Regulations

- a) All licensees of the Licensing Commission for the City of Chelsea shall ensure that a copy of the Rules and Regulations of the Commission is kept on the licensed premises at all times and is immediately available for inspection upon request by a member of the public or an agent of the Commission. These Rules and Regulations are to be kept at the front door area where patrons pay their entrance fees or their checks or at the main cash register; provided, however, that in establishments where patrons pay their checks at their tables, the Rules and Regulations shall be kept by the licensee in a location in the dining room of the licensed premises.
- b) The Rules and Regulations need not be posted but must be readily accessible to a requesting party forthwith upon request.
- c) The licensee is responsible for ensuring that all employees of the licensee read the Rules and Regulations of the Commission and comply therewith.

2.03. Posting and Signs

- a) Licenses issued by the Commission must be posted in a conspicuous place easily seen by the public where they can be read without difficulty and without recourse to the assistance of employees at the licensed premises.
- b) All other licenses, permits, and certificates affecting the licensed premises must be posted conspicuously; provided, however, that no such document shall be posted in such a way as to cover any part of the license issued by the Commission.
- c) No dress code or preferred customer program or cover charge or other admissions policy shall be put into effect at the premises except upon proper posting pursuant to section 2.04 ("Admissions"), below.

- d) The posting or presentation of any photographs, signs, posters, drawings, or other matter that is of an improper or objectionable nature in the public areas of the licensed premises is prohibited. The material presented must be suitable for view by members of the general public in the same manner as if it were located in other public areas such as public ways, public parks, common carrier stations, and other government and business offices.

2.04. Admissions to the Premises

- a) No licensee may permit any rule, policy, or action, express or implied, which makes any distinction, discrimination, or restriction on account of race, color, religious creed, national origin, sex, gender, gender identity, age, physical or mental disability, or ancestry, relative to the admission or treatment of persons from the general public or employees at the licensed premises; provided, however, that premises licensed pursuant to section 12 of the General Laws, Chapter 138, may make rules regulating the admission of minors to the premises when such rules are not inconsistent with other rules and regulations stated herein; provided further that private club licensees may not discriminate, as aforesaid, with regard to guests at the licensed premises or who may be invited to the premises as a guest.
- b) No licensee may institute dress requirements of any kind except according to the following rules:
 - (1) A sign must be posted at the entrance stating dress requirements or dress restrictions with specificity. (Examples: "Jackets required," "Ties and jackets required," "Shirts with collars required, no sneakers.")
 - (2) No signs may be posted which state "Proper dress required" or which otherwise announce a dress policy without stating specifically, item by item, what dress is required or what dress is prohibited.
 - (3) No requirement may be made as to the type of shoes or the height of heels which may be worn; provided, however, that reference may be made to the admissibility or the non-admissibility of sneakers or other soft athletic shoes or open shoes such as sandals.
- c) No licensee may issue special admissions passes or "V.I.P." cards except pursuant to the following rules:
 - (1) A licensee may issue special passes.
 - (2) The special pass must state the calendar year on the face of the pass.
 - (3) The special pass may not entitle the passholder to free drinks or to a discount on drinks.

- (4) The licensee must keep a list of the names and addresses of all the passholders and must make such list available if requested by the Commission.
 - (5) The licensee is responsible for ensuring that persons are picked to be passholders on a rational basis and not on any invidiously discriminatory or subjective basis.
- d) No licensee may require any person to pay a minimum charge or cover charge unless a sign is conspicuously posted at every entrance to any dining room or rooms where such charge is required, in letters no less than one inch in height, stating that a minimum charge or cover charge shall be charged and also stating the amount of charge; provided, however, that no such licensee shall require a person under thirteen years of age to pay a minimum charge or a cover charge. Such cover charge shall not be collected in advance of gaining entrance to the licensed premises, and can only be charged upon a written or printed receipt, permanently recorded and numbered seriatim, presented to each individual customer or group of customers. Records of such receipts shall be kept by the licensee for a period of not less than two years. Cover charge shall mean all admission fees or admission charges. Such charges must also be posted on the outside of the licensed premises. Nothing in this regulation shall be construed to prohibit advance ticket sales.
 - e) No minimum charge for the purpose of alcoholic beverages or minimum alcoholic beverage drinking requirement shall be imposed on any customer of a section 12 (General Laws, Chapter 138) licensee.
 - f) A licensee who charges a minimum charge for the purchase of food and/or non-alcoholic beverages shall include a specific statement in the posting (as per section 2.03 d) above) stating that there is no minimum charge for alcoholic beverages. Such minimum charge for food and/or non-alcoholic beverages shall not be collected in advance of gaining entrance to the premises. No licensee shall impose a minimum charge for food and/or non-alcoholic beverages upon any customer who incurs charges for alcoholic beverages equal to or greater than the posted minimum charge for food and/or non-alcoholic beverages. (204 CMR 2.16).
 - g) Licensees may refuse entrance to the premises to a person who appears to be intoxicated or unruly; and may evict such a patron, except that in such a case the licensee should call the police and should offer assistance to an intoxicated person when possible.
 - h) Licensees shall not permit entrance to the premises by more persons than the number approved by the Department of Inspectional Services for the capacity of the premises minus the number of employees working in the public areas at that time; provided, however, that at premises where the Commission has approved a capacity which is less than the capacity figure approved by the Department of

Inspectional Services the licensee need not deduct the number of employees from the capacity figure set by the Commission.

- i) Licensees who permit persons to wait in line for a table or a seat or for entrance to the premises must obey the following rules:
 - (1) Persons who wait inside the premises must be kept in an orderly line and must not be permitted to block fire aisles or exits. The number of such persons waiting inside the premises may not exceed the number of persons allowed as standees.
 - (2) Persons who are permitted to wait in line outside the premises must be supervised by an employee of the licensed premises. Such an employee must stand outside with the line during all times when the line exceeds ten persons and shall announce no further admissions to the premises if persons in the line are being loud or disorderly or if the line is blocking the sidewalk or is of a size that could reasonably be expected to cause noise or other problems for residents of the area or for passersby. To the extent that lines in front of a licensed premises become the subject of public complaints, the licensee will be deemed to have been inviting a public nuisance and will be subject to disciplinary proceedings for same. It is recommended that licensees in residential areas discourage lines of more than ten persons.
- j) Licensees are not permitted to lock the front door of the premises until the last patron has exited from the premises.
- k) Licensees are not permitted to allow any patron or any guest or any employee who is not working that shift to enter the premises after the closing hours posted on the license or prior to the opening hour posted on the license.

2.05. Hours of Operation

Licensees are not permitted to have persons, including employees, on the premises except during the following hours:

- a) The hours on the license, except that patrons who are already on the premises at closing hour may remain on the premises for up to one-half hour after closing time; provided, however, that no new patrons are admitted after closing time and that no drinks are served or consumed after closing time and that no food is served or consumed after closing time.
- b) The owner, manager, and employees may be on the premises after hours, but only if they are actively engaged in cleaning, making emergency repairs to, or providing security for such premises or preparing food for the day's business or opening or closing the business in an orderly manner.

No other persons, friends, or relatives may be on the premises during the hours when the public is excluded from the premises.

- c) Licensees shall ensure that their patrons leave the premises in an orderly manner. Licensees who have a clientele that regularly fails to leave the area in a quiet and orderly manner should hire security personnel to police the leave-taking of the patrons at closing time.

2.06. Physical Premises

- a) No licenses shall issue or shall be considered in good standing unless licensed premises comply with all statutory requirements, including all applicable building codes, and fire, health, safety, trash, and other government regulations and laws.
- b) The licensed premises shall conform to the floor plan approved by the Commission with regard to the structures and the walls at the premises, as well as with regard to all tables, chairs, booths, bars, counters, barstools, dance floors or areas, railing partitions, and other barriers at the premises.

Any changes in the floor plan or any renovations of any kind may not be made without written notification and approval of the Commission. This includes substantial changes in the arrangement of moveable furniture.

- c) All premises covered by the license shall be kept in a clean and sanitary condition.
- d) No outside area may be used as a gathering place for patrons unless approved by the Commission.
- e) The premises shall be lighted in all public areas in a manner sufficient for the safety of the patrons and in a manner sufficient for the agents of the Commission to make observations at the premises without the need to identify themselves or the need to seek assistance.
- f) Licensees are not permitted to invite the members of the general public to private areas of the premises which are approved by the Commission for storage or for an office or for a kitchen or for a music or video projection room or for any similar non-public use. Only owners and employees of the licensed premises may be in these areas.

2.07. Business Arrangements of Licensees

- a) No person or entity may obtain or renew a license unless the applicant for such license or for renewal of such license can demonstrate proof of a legal right to the licensed premises for the term of the license. Such proof shall include ownership papers or a tenancy document or a management contract; provided, however, that all parties to such ownership or leasehold interest or management contract must be made known to the Commission and the terms of such

agreements or contracts must be made known to the Commission. The Commission reserves the right to disapprove of such arrangements where it reasonably finds that such arrangements are not in the public interest.

- b) No licensee may hire any employee or contract for goods or services in any name other than that of the licensee, nor may the licensee pay for any such employment, goods, or services by any means other than its own cash or bank accounts in its own name. Cash transactions must be recorded in a manner suitable for review by the Commission. Such records must be kept for a period of three years.
- c) No licensee shall permit any person to have a direct or indirect financial or beneficial interest in the licensed business or to receive any revenue from the business or to manage the premises other than the persons properly approved of by the Commission and the salaried employees of the licensee.
- d) No licensee shall permit any person to work at the licensed premises or to hold themselves out as a person in a position of authority at the premises except for those persons who are owners and officers or who are salaried employees for whom payroll records are available. No licensee may pay an employee any percentage of the profits of the business or pay an employee in any manner other than by salary or hourly rate except upon approval of the Commission.
- e) No licensee may pay a landlord or creditor of any kind a percentage of the profits of the business except upon complete disclosure to the Commission and the receipt of the Commission's approval.
- f) No licensee shall lease or sublease to others any part of the licensed premises or any part of the business without the prior approval of the Commission. No licensee shall contract for the management of the food or beverage service without the approval of the Commission.
- g) No licensee shall enter into an agreement with an independent contractor to provide beverages or food or entertainment or management at the premises without the approval of the Commission.
- h) No licensee may pledge the stock or ownership interests in the licensed business or the license itself without the approval of the Commission.
- i) No licensee may take a loan secured by any equipment at the premises or secured by any direct or indirect interest in the licensed business without the approval of the Commission. This includes kitchen equipment, video or audio equipment, lighting equipment, furniture, or any other type of equipment.
- j) No licensee shall contract bills for its licensed premises under any corporation or trade name other than that under which it is licensed.

- k) The manager of the licensee must not be changed until the Commission and the Alcoholic Beverages Control Commission have approved such change. If the licensed manager ceases to serve as such for any reason, the licensee shall notify the Commission and the ABCC of the name of a temporary manager and the date (not to exceed two weeks) upon which the licensee intends to file an application for a change in the licensed manager.
- l) Any licensee intending to close its place of business for a short or long term must notify the Commission in writing before such closing and state the reason for such closing. (See also Rule 2.17, below, requiring Commission permission to close premises). Upon any such closing, the Commission may hold a public hearing to determine whether to amend the hours of operation of the licensed business.
- m) Assignment of the stock or ownership interests of corporate or partnership licensees for purpose of collateralizing loans or notes, etc., gives no right to the assignee to conduct the business of the licensee. Licensees must immediately notify the Commission when the assignee forecloses under such assignment of stock or when other proceedings are brought which might affect the economic and financial rights and liabilities of the licensee.
- n) Sections h. through m. above shall apply only to licensees who hold alcoholic beverage licenses.
- o) Alcoholic beverage licensees shall not use any trade name, assumed name, or abbreviated name in connection with the licensed business unless the same name appears on the license certificate issued by the Commission or unless written permission is first obtained from the Commission. The use of any unauthorized name on the books, records, stationery, or interior or exterior of the premises or for advertising purposes or telephone listing is prohibited unless permission is first obtained from the Commission.
- p) Licensees are responsible for maintaining a legal right to occupy the premises, which is covered by the license. Failure to have a legal right to occupy the named licensed premises will result in revocation or non-renewal of the license.
- q) No licensee under Chapter 138 of the General Laws may lend or borrow money, directly or indirectly, to or from any other licensee under Chapter 138.

2.08. Alcoholic Beverages Sales and Laws

- a) No alcoholic beverages shall be sold for less than the actual cost of the beverage to the licensee. An admission charge shall not be credited towards the purchase price of any alcoholic beverage.
- b) All licensees shall maintain a schedule of the prices charged for all drinks to be served and drunk on the licensed premises or in any room or part thereof. Such prices shall be effective for not less than one calendar week.

- c) No licensee or employee or agent of the licensee shall:
- (1) Offer to deliver any free drinks to any person or group of persons;
 - (2) Deliver more than two drinks to one person at a time;
 - (3) Sell, offer to sell or deliver to any person or group of persons any drinks at a price less than the price regularly charged for such drinks during the same calendar week, except at private functions not open to the general public;
 - (4) Sell, offer to sell or deliver to any person an unlimited number of drinks during a set period of time for a fixed price, except at private functions not open to the public;
 - (5) Sell, offer to sell or deliver drinks to any person or group of persons on any one day at prices less than those charged the general public on that day, except at private functions not open to the public;
 - (6) Sell, offer to sell or deliver malt beverages or mixed drinks by the pitcher except to two or more persons at any one time;
 - (7) Increase the volume of alcoholic beverages contained in a drink without increasing proportionately the price regularly charged for such drink during the same calendar week;
 - (8) Encourage or permit, on the licensed premises, any game or contest which involves drinking or the awarding of drinks as prizes.
 - (9) No licensee shall advertise or promote in any way, whether within or without the licensed premises, any of the practices prohibited under these Rules and Regulations.
- d) Nothing contained in the preceding section shall be construed to prohibit licensees from offering free food or entertainment at any time; or to prohibit licensees from including a drink as part of a meal package; or to prohibit the sale or delivery of wine in a bottle or carafe when sold with meals or to more than one person; or to prohibit those licensed under Chapter 138, section 12, from offering room services to registered guests.
- e) Licensees shall not permit alcoholic beverages to be brought onto the licensed premises by patrons or employees.
- f) Licensees are responsible for ensuring that minors are not served alcoholic beverages and are not drinking alcoholic beverages on the licensed premises, whether served to them by an employee or handed to them by another patron. Licensees who do not have the ability to control the drinking activity of minors at

the premises shall exclude minors from coming onto the premises in order to meet the burden of ensuring that there is no underage drinking at the premises. Sufficient security personnel should be employed to monitor the premises to ensure that patrons do not pass alcoholic beverages to minors.

- g) Throughout these Rules and Regulations, references to sales of alcoholic beverages are for those premises which hold licenses to sell alcoholic beverages on the premises. However, prohibitions against minors drinking on the premises and against alcoholic beverages being brought onto the premises apply to all licenses of the Commission with regard to the public rooms of the premises.
- h) Any person holding an alcoholic beverages license under sections 12, 14, or 15 of General Laws Chapter 138, who, directly or through any agent, employee or other person, dilutes or changes or in any manner tampers with any alcoholic beverages authorized to be sold under such license so as to change its composition or alcoholic content shall be punished by a fine of not less than two hundred nor more than five hundred dollars, and if any holder of such license is convicted of a violation of the foregoing, his license shall forthwith be suspended for a period of not less than six months; provided, that cocktails and other mixed drinks may be prepared on premises so licensed for the sale of alcoholic beverages. (General Laws, Chapter 138, section 16)
- i) Whoever makes a sale or delivery of alcoholic beverages or alcohol to any person under twenty-one years of age, either for his own use or for the use of his parent or any other person, or whoever, being a patron of an establishment licensed under section 12 or 15 of General Laws Chapter 138, delivers or procures any such beverage or alcohol for a person under twenty-one years of age in any establishment licensed under section 12, or procures any such beverage or alcohol for a person under twenty-one years of age who is not a child, ward or spouse in any establishment that is a package store, shall be punished by a fine of not more than two thousand dollars or by imprisonment for not more than six months or both. (N.B. Alcoholic beverages may be procured for an underage child, ward or spouse in a package store by a parent, guardian or spouse but may not be so procured for such underage person in an on-premise drinking establishment). (General Laws, Chapter 138, section 34)
- j) Employees at premises which sell or serve alcoholic beverages for on-premises consumption or at package stores must be eighteen years of age, except that such licensee may employ a person under the age of eighteen who does not directly handle, sell, mix or serve alcohol or alcoholic beverages.
- k) Any person under twenty-one years of age who purchases alcoholic beverages or alcohol or makes arrangements with any person to purchase or in any way procure such beverages, or who willfully misrepresents his age, or in any way alters, defaces or otherwise falsifies his identification offered as proof of age with the intent of purchasing alcoholic beverages, either for his or her own use or for the use of any other person, shall be punished by a fine of three hundred dollars and whoever knowingly makes a false statement as to the age of a person in

order to procure a sale or delivery of such beverages or alcohol to such person under twenty-one years of age, either for use of the person under twenty-one years or for use of some other person, and whoever induces a person under twenty-one years to make a false statement as to his or her age in order to procure the sale or delivery of such beverages or alcohol to such person under twenty-one years of age shall be punished by a fine of three hundred dollars. (General Laws, Chapter 138, section 34A).

- l) Any licensee or agent or employee thereof under Chapter 138 who reasonably relies on a Massachusetts Liquor Purchase Identification Card or Massachusetts motor vehicle license for proof of a person's identity and age shall not suffer any disciplinary action or any criminal liability for delivering or selling alcohol or alcoholic beverages to a person under twenty-one years of age. Such licensee shall be presumed to have used due care in making the sale, but such presumption shall be rebuttable. The information on the card or license must clearly match the photograph and the description of the card or license holder and there should be no obvious signs of tampering upon reasonable inspection. (General Laws, Chapter 138, section 34B).
- m) Any person who transfers, alters or defaces any such card, or who makes, uses, carries or sells or distributes a false identification card or uses the identification card or motor vehicle license of another or furnishes false information in obtaining such card shall be guilty of a misdemeanor and shall be punished by a fine of not more than two hundred dollars or by imprisonment for not more than three months. (General Laws, Chapter 138, section 34B).
- n) Any person who is discovered by a police officer or special police officer in the act of violating the provisions of this section may be arrested without a warrant by such police officer or special police officer and held in custody, in jail or otherwise, until a complaint is made against him or her for such offense, which complaint shall be made as soon as practicable and in any case within twenty-four hours, Sundays and legal holidays excepted. (General Laws, Chapter 138, section 34B).
- o) Whoever, being under twenty-one years of age and unaccompanied by his parent or legal guardian, knowingly transports or carries on his person any alcohol or alcoholic beverages, shall be subject to disciplinary action by the Licensing Commission and shall be punished by a fine or by imprisonment as set by State statute; provided that this section shall not apply to any person who is between eighteen and twenty-one who is acting in the course of his or her employment. A police officer may arrest without a warrant any person who violates this section.
- p) Alcoholic beverage licensees are forbidden to make a sale or delivery of alcoholic beverages or alcohol to a person who is intoxicated.
- q) Any establishment licensed to sell alcoholic beverages to be drunk on the premises shall post a copy of the penalties for driving under the influence set

forth in section 24 of General Laws, Chapter 90. Establishments licensed to sell alcoholic beverages not to be drunk on the premises shall post a copy of the penalties for operating a motor vehicle while drinking from an open container (section 24I of Chapter 90). Said copies shall be posted conspicuously in said establishments. Said copies are available from the Alcoholic Beverages Control Commission. (Chapter 138, section 34D)

2.09. Environs of Licensed Premises

- a) It shall be the obligation of licensees to ensure that a high degree of supervision is exercised over the conduct of the licensed establishment at all times. Each licensee will be held accountable for all violations that are related to the licensed premises to determine whether the licensee acted properly in the given circumstances.
- b) Licensees shall comply with all health and safety laws for the areas outside and contiguous to the licensed premises.
- c) Licensees shall act reasonably and diligently to disperse loiterers or patrons who attempt to congregate in front of or at the licensed premises. Failure of the licensee to keep persons from congregating at the licensed premises may lead to disciplinary action against the licensee for allowing a public nuisance. Reasonable steps to be taken by the licensee include: (1) maintaining the exterior doors of the licensed premises in a closed position; (2) asking loiterers to disperse; (3) calling the police, if loiterers refuse to disperse; (4) hiring a security guard or stationing a security employee at the front door to disperse loiterers; (5) refusing to allow the same patrons to walk in and out of the premises at short intervals; (6) maintaining order in lines of patrons waiting outside to get in; (7) announcing that no further patrons will be allowed into the premises if lines become too long, disorderly or too loud.
- d) Licensees shall take such steps as are necessary to ensure that patrons or employees do not leave the premises with alcoholic beverages. Such steps may include: (1) having an employee stationed at the door to watch patrons as they leave; (2) refusing to serve beer in bottles; (3) refusing to serve alcoholic beverages in disposable cups. When patrons are observed leaving the premises with beer bottles, beer cans, or cups or glasses filled with liquids that smell like alcoholic beverages to the Commission's agents, it shall be presumed that the vessels contain alcoholic beverages.
- e) When any noise, disturbance, misconduct, disorder, act or activity occurs in the licensed premises, or in the area in front of or adjacent to the licensed premises, or in any parking lot provided by the licensee for the use of its patrons, which in the judgment of the Commission adversely affects the protection, health, welfare, safety or repose of the residents of the area in which the licensed premises are located, or results in the licensed premises becoming the focal point for police attention, or is offensive to public decency, the licensee may be held in violation

of the license and subject to proceedings for suspension, revocation or modification of the license.

- f) Licensees who use a valet parking service shall be responsible for ensuring that valet parking is conducted in an orderly manner without undue noise, without undue blocking of the traffic lanes, and without the violation of any laws or authorized parking programs.
- g) Licensees who have agreed to a parking program as a condition of their license must adhere to such program except upon exemption by the Commission.
- h) Licensees shall have an operational video surveillance system on premises with cameras pointed at all entry and exit points both on the interior and exterior of the establishments doors; exterior of bathroom doors; bar area, dining areas, and any other high traffic areas the licensee thinks necessary or as required by the Commission. All video footage is to be maintained for 30 days and produced upon request to the Chelsea Police Department as agents of the Licensing Commission and to the Licensing Commission. If the video surveillance system is malfunctioning in any manner, notice needs to be given to the Licensing Administrator within 24 hours of the discovery of the malfunction.

2.09A. Security Personnel

If the Licensed establishment hires a person or persons as security/bouncers such staff shall not carry weapons of any kind including, guns, knives, brass knuckles or batons.

All security personnel shall not dress in any manner that shall mimic the appearance of a police officer or a state trooper. No badges or other indicia shall be carried if it indicates an affiliation with law enforcement. All security personnel shall wear a red shirt that clearly states "SECURITY" and "La Seguridad" in large letters on front and back of the shirts.

No security personnel shall consume any alcoholic beverages while on duty; which shall be during official opening hours on the License.

2.09B. Prohibition of Staff drinking alcohol while on duty

No staff person of a Licensee shall drink alcohol or beer or wine while on duty. Staff person(s) includes all wait staff, bartenders, bar backs, cooks, chefs, owner/licensee (if working), security personnel or any other employee.

2.10. Inspections and Investigations

- a) All licensed premises shall be subject to inspection by the Police Department of the City of Chelsea and other duly authorized agents of the Licensing Commission.
- b) Any person who hinders or delays a police officer or other authorized agent of the Commission in the performance of the agent's duties, or who refuses to admit, or locks out, any such agent from any place which such agent is authorized to inspect, or who refuses to give such agent such information as may be required for the proper enforcement of the General Laws, including Chapter 138 thereof, shall be subject to disciplinary action by the Licensing Commission and shall be punished by a fine or by imprisonment as set by State statute.
- c) Licensees shall maintain a current list of all their employees and shall have it available at all times for inspection upon request of an authorized agent of the Commission. Licensees who contract with entertainment entities to provide entertainers must maintain a current list of the names of such entertainers, who shall be held to the same rules as other employees at the premises.
- d) No device or electronic equipment shall be utilized by a licensee for the purpose of signaling employees that agents of the Commission are present.
- e) The Commission or its agents may, at any time, take samples for analysis from any beverages or alcohol kept on the premises licensed, pursuant to the General Laws, Chapter 138, and the vessel or vessels containing samples shall be sealed on the premises in the presence of the licensee or one of the employees and shall remain so sealed until presented to the state's Department of Public Health for analysis. Duplicate samples shall be left with the licensee.
- f) All complaints and reports shall continue in force until they have been reviewed and disposed of by the Commission.

2.11. Entertainment at Premises Which Serve Food or Beverages to be Consumed on the Premises

- a) No licensee may provide entertainment of any kind unless the licensee holds an entertainment license issued pursuant to the General Laws, Chapter 140, section 183A. Such license must be held in the same name, by the same owners, and with the same manager as the food or beverage license; provided, however, that in cases where entertainment on the premises is to be conducted by a person or entity who is an independent contractor at the premises, the food or beverage licensee may seek the approval of the Commission for an exemption from this rule based upon a written contract with the independent contractor which gives control of the premises to the food or beverages licensee while allowing the independent contractor to book and/or to produce the entertainment. The food or beverage licensee shall be responsible for the actions of such independent

contractor on the premises in addition to the responsibility held by the independent contractor pursuant to the entertainment license. The food or beverage licensee shall pay the independent contractor a fee according to the written contract, said fee to be commensurate with the market value of the services, and the independent contractor shall not be given any direct or indirect interest in the licensed premises other than the fee set out in the contract. Said fee shall not be based upon the number of patrons attending an entertainment event or sales by the licensee during such event. The food or beverage licensee shall provide in the contract for removing the independent contractor in the event that the entertainment is poorly managed or causes violations to occur at the licensed premises. Any food or beverage licensee who permits entertainment at the licensed premises pursuant to a license held by a person in violation of this rule will be subject to disciplinary action by the Commission.

- b) No entertainment at the licensed premises may be conducted in a manner such that the noise from the entertainment can be heard outside the boundaries of the licensed premises.
- c) No dancing by patrons is permitted except upon proper licensing pursuant to General Laws, Chapter 140, section 183A, and confined to a particular dance floor area which has been approved by the Commission and which is not inconsistent with the entertainment license requirements.
- d) No entertainment may take place at a licensed premises and no member of the public may be at the licensed premises except during the hours and days when the Commission has approved the premises to be open to the public, and then only in those areas approved for entertainment by the Commission. It shall be a violation of the food and beverage license if entertainment is conducted on the premises prior to the opening hour set by the Commission or subsequent to the closing hour set by the Commission for the exercise of the food or beverage license or during any period when the food or beverage license has been suspended.
- e) Licensees shall not permit any games to be played at the premises for money or for a prize of alcoholic beverages or for any other prize or prizes; provided, however, that games may be played for money at certain fundraising activities which have been approved by the Commission and for which the licensee holds other appropriate licenses.

2.12. Standards of Conduct on the Premises

- a) Premises licensed for the consumption of food or beverages at the premises are public places where members of the public are invited and expect to be treated in the same manner as in other public places with regard to the provision of a decent and non-offensive environment. Food and beverage licensees are not permitted to have, create, produce, or tolerate any environment at the premises which is intended to hold any person or any group of persons up to ridicule or

derision such that said person or said group of persons would not feel comfortable at the premises.

- b) It is forbidden to permit any employee or person in or on the licensed premises to promise, offer, suggest, or accept sexual acts or favors in exchange for money or for the purchase of any alcoholic beverages or other commodities.
- c) It is forbidden to encourage or permit any person in or on the licensed premises to touch, caress, or fondle the breasts, buttocks or genitals of any other person.
- d) It is forbidden to employ or permit any persons in or on the licensed premises while such person is unclothed or in such attire as to expose to view any portion of areola of the female breast or any portion of the pubic hair, cleft of the buttocks, or genitals.
- e) It is forbidden to employ or permit any person to wear or use any device or covering exposed to view, which stimulates the breasts, buttocks, pubic hair, or genitals or any portions thereof.
- f) It is forbidden to employ or permit any person in or on the licensed premises to perform any act or acts to simulate any act or acts of: sexual intercourse, masturbation, sodomy, flagellation, or any sexual acts prohibited by law; or touching, caressing, or fondling of breasts, buttocks, or genitals of another or himself or herself.
- g) No employee and/or entertainer shall solicit, induce, or request a patron to purchase any alcoholic or non-alcoholic beverage or any food for them or for any other person. No entertainer shall mingle with, or circulate among, patrons of the licensed premises. Nothing herein shall prohibit the above activity in connection with any contact which such person may have with a patron to whom they are related by blood or marriage.

2.13. Illegal Activity on the Licensed Premises

- a) Licensees shall make all reasonable and diligent efforts to ensure that illegal activities do not occur at the licensed premises. Such efforts may include:
 - (1) Frequent monitoring of restrooms and other non-public areas of the premises for signs of drug activity or other illegalities;
 - (2) Paying attention to activities on the premises of known drug users or drug dealers or prostitutes or others who are known to have been convicted of crimes which may have been conducted at a licensed premises;
 - (3) Diligence in observing and taking action against persons who make unusually frequent trips in and out of the premises or in and out of restrooms and/or persons who are visited at the premises by an unusually large number of people or by one or more people at frequent intervals

and/or persons who appear to be making exchanges of small packages (matchbooks, cigarette packs, bags, paper squares, plastic or foil containers, or other containers) or payments of money;

- (4) Monitoring of activities of persons who talk about weapons or who appear to be hiding a weapon;
 - (5) Calling for police assistance, as necessary, to protect patrons against injury or to evict unruly patrons or to uncover unlawful conduct or to give medical assistance and providing police with requested information;
 - (6) Hiring security personnel to deal with chronic unlawful activity at the premises such as prostitution or gambling or larceny from patrons or assaults and batteries or other problems associated with the premises.
- b) There shall be no disorder, indecency, prostitution, illegal gambling, illegal drug use or sales or possession thereof, or other illegal activity on the licensed premises or any premises connected therewith by an interior communication.

2.14. Injuries to Persons at the Premises

Licensees shall instruct their employees and security personnel that they are not to make bodily contact with a patron except to protect other patrons or themselves from being subjected to body blows from an unruly patron. In all other circumstances employees and security personnel are to call the police to have patrons removed from the premises when such patrons are being disruptive and they are unable to convince the patron to leave the premises voluntarily.

2.15. Other Causes for Revocation, Suspension, and/or Modification

Any license issued pursuant to General Laws Chapter 138 and Chapter 140 for the service of food or beverages to the public may be modified, suspended, or revoked for any of the following causes:

- a) Violation by the licensee of any provision of the laws of the United States, the laws of the Commonwealth or the relevant Ordinances of the City of Chelsea or of any rule or regulation of any City of Chelsea agency or of the Alcoholic Beverages Control Commission or of any Rule or Regulation of the Licensing Commission;
- b) Fraud, misrepresentation, concealment or suppression of facts by the licensee in connection with an application for a license or permit or for the renewal thereof or in connection with an application for the removal of the licensed premises or the alteration of the premises or in connection with any other petition affecting the rights of the licensee or in any conference, interview or hearing held by the Commission in connection with such petition, request, or application affecting the rights of the licensee;

- c) Failure to operate the premises covered by the license;
- d) Failure or refusal of the licensee to furnish or disclose any information required by any provision of the General Laws or by any rule or regulation of the Alcoholic Beverages Control Commission or any Rule or Regulation of the Licensing Commission;
- e) Conviction of the licensee of any crime which is a felony under the laws of the Commonwealth of Massachusetts or the United States of America.
- f) Licensees may not give or offer any money or anything of value or pay for or reimburse or forgive the debt for services provided to any employee or agent of the Commission either as a gratuity or for any service.
- g) Licensees may not fail to comply with any condition, stipulation or agreement upon which any license was issued or renewed by the Commission or upon which any application or petition relating to the premises was granted by the Commission. It shall be the duty of the licensee to ensure that all appropriate personnel at the licensed premises are familiar with all the Rules and Regulations of the Commission and with any conditions of the license.
- h) A license may be suspended, modified or revoked for the refusal by any licensee and, if a corporation, by a manager, officer, or director thereof to appear and to testify at an inquiry or hearing held by the Commission with respect to any application or matter bearing upon the conduct of the licensed business or bearing upon the character and fitness of such person to continue to hold a license.
- i) Licensees must properly serve suspension and modification orders.

2.16. Service of Suspension Orders

- a) When the Commission suspends the license or licenses of any licensee, it shall provide the licensee with an order of suspension for public display that must contain the words, "Closed per order of the Licensing Commission of the City of Chelsea." Such order shall be publicly displayed by the licensee in the following manner: If there is a door opening from the street into the licensed premises and a window facing the street upon which such door opens, such order shall be displayed in such window so that it may readily be seen from the street. If the licensed premises are otherwise located, such order shall be affixed to the door of the entrance to the premises and displayed in such a way that it may be readily seen from the street.
- b) Suspension orders of the Commission, as above, shall remain affixed throughout the entire period of suspension. The removal, covering, defacement, or obliteration of the order of suspension or the failure to maintain the order of suspension in the manner and place required prior to the expiration of the

suspension period shall be deemed the act of the licensee and shall be cause for further suspension, modification or revocation of the license.

- c) Suspension periods may not be used as a time to do renovations at the licensed premises unless such renovations have been approved by the Commission.
- d) No members of the public may be on the licensed premises at any time during a suspension period and the licensed business may not be open for any reason, without approval of the Licensing Commission. The licensee may be on the premises only if it is in the process of actively cleaning up or doing office work at the premises. No persons other than the licensee and its employees may be on the premises during the suspension period for any reason.

2.17. Permission to Close Premises Required

- a) Licenses are granted to serve the public need and to that end licensees are expected to operate the license for substantially all hours on all days when the premises are permitted to be open under the terms of the license. In the case of alcoholic beverage licenses, the numbers of which are limited according to statute, no alcoholic beverages licensee may close its place of business for any reason other than the following:
 - (1) Upon request to the Commission for closing in order to do renovations after approval by the Commission for such renovations and for a reasonable time of closing in order to perform the renovations;
 - (2) For all holidays and religious days;
 - (3) A closing of one or more days each week upon approval of the Commission, pursuant to licensee's request and a showing by licensee that it does not have adequate business upon such days;
 - (4) A closing due to an act of God or an illness or some other business problem for which request has been made to the Commission and approval granted.
- b) Alcoholic beverages licensees may not close the licensed business on any days for which their entertainment license has been suspended unless they make such request to the Commission based upon the licensee's allegation that its primary business comes from the entertainment at the premises and that there would be little or no business or public reason to keep the premises open during the days when entertainment cannot be provided at the premises. Such requests will be granted by the Commission where the entertainment is the primary attraction for the public at the licensed premises. Licensees not requesting to close the premises during the days on which their entertainment licenses are suspended may remain open to the public for the sale and service of alcoholic beverages and food but may not conduct any type of entertainment on the premises during the suspension period.

2.18 Stays of Discipline on Appeal

If a Licensee timely appeals a Decision of the Chelsea Licensing Commission to the Alcoholic Beverages Control Commission (ABCC) and requests a stay in writing to the Licensing Administrator at the time they provide the Licensing Commission with a copy of their Appeal, a temporary stay shall be automatically granted by the Licensing Administrator until the next scheduled Licensing Meeting. At the next meeting the Commission shall determine whether to grant the stay during the pendency of the Appeal.

SECTION 3

SPECIAL ADDITIONAL RULES FOR COMMON VICTUALLERS

3.01. Kitchen Facilities

All common victualler licensees must have kitchen facilities for storing foods required to be kept at cold temperatures and adequate facilities for preparing, cooking, serving and storing foods.

3.02. Alcoholic Beverages

Patrons are not permitted to bring alcoholic beverages on the premises for their own consumption. Licensees are not permitted to keep alcoholic beverages on the premises except for a reasonably small quantity that is used in the preparation of certain specialty foods. The Commission will, in its discretion, determine what is reasonable for this purpose and whether it is customary in the preparation of such specialty foods.

3.03. Food Service

Some type of food must be available upon the request of a patron at a premises with a common victualler license during all operating hours; provided, however, that the full dining menu does not need to be available at all times but shall be available substantially all of the time.

3.04. Applicable Rules

Licensees under this section are subject to all applicable rules for licensees set out in Section 2, above, with the exception of those parts that refer to the sale of alcoholic beverages.

SECTION 4

SPECIAL ADDITIONAL RULES FOR INNOLDERS

4.01. Provisions for Strangers and Travelers

- a) Every innholder shall at all times be provided with suitable food for strangers and travelers. Every innholder shall also have upon its premises suitable rooms, with beds and bedding, for the lodging of guests.
- b) An innholder who upon request refuses to receive and to make suitable provision for a stranger or traveler shall be subject to disciplinary action by the Licensing Commission and shall be punished by a fine or by imprisonment as set by State statute.

4.02. Immorality on the Premises

Whoever being licensed as an innholder, or being in actual charge, management or control of the premises for which the license is issued, knowingly permits the premises under his or her control to be used for the purpose of immoral solicitation, immoral bargaining or immoral conduct, including prostitution, drugs or gambling, shall be subject to disciplinary action by the Licensing Commission and shall be punished by a fine or by imprisonment as set by State statute.

4.03. Maintaining a Register

Every innholder shall maintain a permanent register in which shall be recorded the name and residence of every person engaging or occupying a private room. Such register shall be retained by the holder of the license for a period of at least one year after the date of the last entry therein and shall be open to the inspection of the licensing authorities, their agents, and the police.

4.04. Applicable Rules

Licensees under this section are subject to all applicable general rules for licensees set out in Section 2 above, with the exception of those parts that refer to the sale of alcoholic beverages licenses, unless such innholder also holds such a license.

SECTION 5

SPECIAL ADDITIONAL RULES FOR LODGING HOUSE LICENSES

5.01. Definition

"Lodging house" shall mean a house where lodgings are let to four or more persons not within the second degree of kindred to the person conducting it and shall include fraternity houses and dormitories of educational institutions, but shall not include dormitories of charitable or philanthropic institutions or convalescent or nursing homes licensed under section 71 of Chapter 111 of the General Laws or rest homes so licensed or regulated by agencies of the Commonwealth; provided, however, that the Commission may grant dormitory licenses under a separate category within the lodging house license category.

5.02. Cooking Facilities

A lodging house where lodgings are let to more than five but less than twenty persons may furnish individual cooking facilities for the preparation, serving, eating, and storage of food; provided that no such facility shall be furnished in a room having an area less than one hundred fifty square feet. Such facilities shall, in a single room, consist of a gas or electric plate, a refrigerator and storage area for food. Any facilities furnished under this section shall comply with the Building Code.

5.03. Immorality on the Premises

Whoever being licensed as a lodging house keeper or being in actual charge, management or control of such lodging house, knowingly permits the property under his or her control to be used for the purpose of immoral solicitation, immoral bargaining or immoral conduct, including criminal activities such as prostitution, use and sale of drugs, possession of drugs, and gambling, shall be subject to disciplinary action by the Licensing Commission and shall be punished by a fine or by imprisonment as set by State statute.

5.04. Maintaining a Register

Every lodging house keeper shall keep or cause to be kept, in permanent form, a register in which shall be recorded the true name and residence of every person engaging or occupying a private room averaging less than four hundred square feet of floor area. Such register shall be kept for a period of one year after the last entry therein, and shall be open to the inspection of the licensing authorities, their agents and the police.

5.05. Rooms to be Let to Persons Only

Whenever the Commission issues a lodging house license, the licensee may let individual rooms to individual persons only and may not contract out rooms to any entity or institution which intends to choose lodgers for the rooms. Such conduct will be held to constitute leasing out of the license and is prohibited. Violation of this rule may result in suspension or revocation of the license.

5.06. Lodging House License Not to Coexist with Dormitory License

A lodging house license may not coexist with or include a dormitory operation in which one or more rooms are assigned to students from a particular educational institution and may not exist in the same building with another lodging house license except upon special permission of the Commission.

5.07. Applicable Rules

Licensees under this section are subject to all applicable general rules for licensees set out in Section 2, above, with the exception of those parts that refer to the sale of alcoholic beverages.

SECTION 6

SPECIAL ADDITIONAL RULES FOR PACKAGE STORE LICENSEES

6.01. Records of Deliveries

Package store licensees are required to keep a written record of the name and address of every person to whom a delivery is made outside the premises. Additionally, the record must include the information as to the amount of alcoholic beverages that were delivered, the date and time of delivery. If such signature is illegible the licensee is required to have the patron print his or her name under said signature. Such records must be maintained for a period of not less than one year from the last entry therein and must be available to the Commission and its agents for inspection at any time in a form suitable for easy inspection.

6.02. Applicable Rules

Licensees under this section are subject to all applicable general rules for licensees set out in Section 2 above, with the exception of those parts that refer to sales of alcoholic beverages for consumption on the premises and those parts that refer to sales of food or to entertainment on the premises. Package store licensees who also hold common victualler licenses are subject to additional special rules for common victualler licenses in Section 3 above.

6.03. Off-Premises Sales

Alcoholic beverages shall be transported or delivered for sale only upon orders actually received at the licensed business prior to the shipment thereof. Violation of this section shall be punished by a fine not exceeding two hundred dollars or by imprisonment for not more than six months or both (General Laws, Chapter 138, section 32).

6.04. Ban of Alcohol Nips

As of May 31, 2018, there shall be no sale of alcohol bottles or containers that are less than 50 milliliters in size.

As of August 29, 2018, there shall be no sale of alcohol bottles or containers that are 100 ml or less in size.

SECTION 7

SPECIAL ADDITIONAL RULES FOR BILLIARD TABLES, POOL TABLES AND BOWLING ALLEYS

7.01. Issuance of Licenses

The Commission may issue licenses to persons to keep a billiard, pool or a bowling alley for hire, gain or reward, to be used for amusement only and not for the purpose of gaming for money or for property.

7.02. Penalties

Whoever without such a license keeps or suffers to be kept in a house, building, yard or dependency thereof, actually occupied or owned by him or her, a table for the purpose of playing at billiards, pool or a bowling alley for hire, gain or reward, or whoever for hire, gain or reward, suffers any person to resort thereto for such purpose shall forfeit not more than one hundred dollars.

7.03. Minors

The keeper of a billiard, pool room or table who admits a minor under the age of eighteen thereto without the written consent of his parent or guardian or the keeper of a bowling alley in which alcoholic beverages are sold who admits thereto a minor under the age of sixteen without such consent shall forfeit ten dollars for the first and twenty dollars for each subsequent offense and shall be subject to disciplinary proceedings against the licensee.

7.04. Applicable Rules

Licensees under this section are subject to all applicable general rules for licensees set out in Section 2 above, with the exception of those parts pertaining to the sale of alcoholic beverages. If the licensee under this section also has an alcoholic beverages license, he or she is subject to all of the general rules set out for licensees in Section 2 above. If the licensee under this section also has a common victualler or a non-intoxicating beverage or a club license or other such license, then the licensee is also subject to all rules under the corresponding section of these rules.

SECTION 8

SPECIAL ADDITIONAL RULES FOR DISPENSING FOOD OR BEVERAGES AT CLUBS WHICH ARE NOT LICENSED FOR THE SALE OF ALCOHOLIC BEVERAGES

8.01. Issuance of Licenses

- a) The Commission may grant a license to any club, society, association or other organization, whether incorporated or unincorporated, authorizing it to dispense food and beverages to be consumed on its premises, to its stockholders or members and their guests, but to no others; provided, however, that the Commission is satisfied that such organization is a proper one to which to grant such a license. (See General Laws, Chapter 140, section 21E.)
- b) If such organization is unincorporated, the names of all the officers and members shall be submitted with the application for the license and shall be kept available for public inspection.

8.02. Exemptions

The provisions of this section shall not apply to literary, benevolent, charitable, scientific or religious corporation or religious organizations or associations whose real or personal property is exempt from taxation, nor to any club so long as it is licensed under section 12 of the General Laws, Chapter 138 to sell alcoholic beverages.

8.03. Penalties

Any officer or employee of any such organization who dispenses or causes to be dispensed any food or beverage on its premises, unless such organization is then licensed as aforesaid, shall be punished by a fine of not more than one hundred dollars for the first or second offense and by a fine and imprisonment for each subsequent offense as set out in General Laws, Chapter 140, section 21F.

8.04. Improper Use of License

If such organization at any time exercises in an improper manner the authority conferred upon it by such license, the Commission after notice to the licensee and reasonable opportunity to be heard, may upon satisfactory proof thereof suspend, revoke or modify the license.

8.05. Conviction of Officer

If any officer or employee of such organization which is incorporated is convicted of any offense under this section, the police commissioner shall immediately give notice to the state secretary, who, upon receipt thereof, shall declare the charter of such organization void, and shall publish a notice that such incorporation is void and of no further effect.

8.06. Applicable Rules

All licensees under this section are subject to all applicable general rules for licensees set out in Section 2 above, with the exception of those parts which refer to sales of alcoholic beverages.

SECTION 9

SPECIAL ADDITIONAL RULES FOR AUTOMATIC AMUSEMENT DEVICES

9.01. Issuance of Licenses

- a) The Commission may issue licenses to persons to keep an automatic amusement device or devices for hire, gain or reward, to be used for amusement purposes only and not for the purpose of gaming for money or property.
- b) Licenses granted under this section, unless sooner revoked, expire on December thirty-first of each year.
- c) The annual fee for a license under this section for any automatic amusement device, or for renewal of such licenses, shall be one hundred dollars.

9.02. Definition

The term "automatic amusement device" as used in this section shall be construed in strict accordance with the General Laws, Chapter 140, section 177A(2).

9.03. Penalties

Whosoever without such a license keeps or suffers to be kept in a house, building, yard or dependency thereof, actually owned or occupied by him or her, an automatic amusement device for hire, gain or reward, or whosoever for hire, gain or reward suffers any person to resort thereto for such purpose shall be subject to disciplinary action by the Licensing Commission and shall be punished by a fine as set by State statute.

9.04. Applicable Rules

Licensees under this section are subject to all applicable general rules for licensees as set out in Section 2, with the exception of those parts pertaining to the sale of alcoholic beverages. If the licensee under this section also has an alcoholic beverages license he or she is subject to all of the general rules set out for licensees in Section 2 above. If the licensee under this section also has a common victualler or other such licenses, then the licensee is also subject to all rules under the corresponding section of these rules.

SECTION 10

SPECIAL ADDITIONAL RULES FOR THE SALE OF ALCOHOLIC BEVERAGES BY REGISTERED PHARMACISTS

10.01. Issuance of License

A registered pharmacist who holds a certificate of fitness under section 30 of General Laws, Chapter 138 may use alcohol for the manufacture of United States pharmacopoeia or national formulary preparations and all medicinal preparations unfit for beverage purposes, and may sell alcohol and upon the prescription of a registered physician, wines, malt beverages, and other alcoholic beverages. A registered pharmacist may be licensed by the Licensing Commission to sell alcoholic beverages for medicinal, mechanical or chemical purposes without a physician's prescription. (General Laws, Chapter 138, sections 29, 30A).

10.02. Sundays and Legal Holidays

(State law has repealed the no Sunday sales law.)

10.03. Certification of Purchaser

Licensees under this section shall not sell alcoholic beverages of any kind for medicinal, mechanical or chemical purposes except upon the certificate of the purchaser, which shall state the use for which it is wanted and which shall be immediately cancelled at the time of sale in such manner as to show the date of cancellation.

10.04. Register to be Kept

Licensees under this section shall maintain a book in which each licensee shall enter, at the time of every such sale, the date thereof, the name of the purchaser, the kind, quantity and the price of said beverage, the purpose for which it is sold, and the residence by street and number, if any, of the purchaser. If such sale is made upon the prescription of a physician, the book shall also contain the name of the physician and shall state the use for which said beverage is prescribed and the quantity to be used for such purpose and the prescription shall be cancelled in the manner provided in the preceding section with reference to certificates. Said book shall be maintained in the format prescribed in General Laws, Chapter 138, section 30E and said certificate shall be in the form prescribed in the same section.

10.05. Applicable Rules

Licensees under this section are subject to all applicable general rules for licensees set out in Section 2 above, with the exception of those parts that refer to sales of alcoholic beverages or food for consumption on the premises.

SECTION 11

SPECIAL ADDITIONAL RULES FOR PRIVATE CLUBS LICENSED TO SELL ALCOHOLIC BEVERAGES

11.01. Definitions

"Guest" shall mean any person who is not made a member of the club for at least one year and has not paid an annual membership fee and is not recorded in the club's log of members is considered to be a "guest" for the purposes of the Licensing Commission's regulations, unless an exemption from the restriction has been granted by the Commission.

11.02. Inspections

Private clubs may be inspected by the police department and other agents of the Licensing Commission in the same manner and to the same extent as other food or beverage licensees pursuant to General Laws, Chapter 138, Section 63.

11.03. Lists of Members and Employees

A current list of employees and members shall be available upon request of authorized agents of the Commission.

11.04. Entrance to Private Clubs

Persons who are not listed as club members shall not be permitted to enter the licensed premises, except when escorted into the club by a club member or when the club member has properly notified the club of his or her guest's arrival.

11.05. Who May Be Served

Private clubs licensed for the sale and service of alcoholic beverages may serve such beverages and may serve food to members and to guests of members and to no others who are over the age of 21.

11.06. Fees and Surcharges

Club members may be assessed an annual fee and may be assessed surcharges to be divided equally among the membership. Club members may not be charged a fee for entrance to the club on any particular occasion, unless written notice has been sent to each club member at least one week prior to the particular occasion, informing the membership that there will be an entrance charge for the particular occasion.

11.07. Applicable Rules

Licensees under this section are subject to all applicable general rules for licensees set out in Section 2 above.

SECTION 12

SPECIAL ADDITIONAL RULES FOR MARIJUANA ESTABLISHMENTS

This Section is intended to outline the rules and regulations for all establishments licensed as marijuana establishments in the City of Chelsea. The Licensing Commission will not issue a license to anyone who has violated Licensing Commission rules and regulations in the past five (5) years. All licenses are subject to zoning approval and Cannabis Control Commission approval. No license will be issued until a permanent occupancy permit is issued for the premises in the application.

The City of Chelsea Licensing Commission may, to the extent permitted under applicable law, consider whether an applicant for a license is a suitable and responsible license candidate and other aspects of the application as may be necessary to implement the purposes of this section. An applicant's failure to comply with federal, state and City of Chelsea laws, regulations and codes including, but not limited to 935 CMR 500, the City of Chelsea Code of Ordinances, and this section or any conditions on a license may be cause for denial of an application for a new or renewal marijuana establishment license.

Failure of an applicant or licensee to remain in good standing with the City of Chelsea and Commonwealth of Massachusetts by paying any taxes, fees, charges, fines, or other payments due may be cause for denial of an application for a new or renewal marijuana establishment license.

12.01. Definitions

Words and phrases used in this regulation shall have the meanings given in the Regulations of the Cannabis Control Commission, 935 CMR 500, and et seq.

12.02. Applicability

This section applies to licensees of the Cannabis Control Commission operating within the City of Chelsea.

12.03 Local Licensure

No person may operate a marijuana establishment within the City of Chelsea unless licensed to do so by the City of Chelsea Licensing Commission. A marijuana establishment license shall be valid for one year from the first day of October. Each day of operation without a marijuana establishment license shall constitute a separate violation.

The City of Chelsea Licensing Commission shall not conduct a hearing on the licensure of a marijuana establishment until that marijuana establishment has obtained a provisional license from the Cannabis Control Commission.

Marijuana establishments shall post a City license in a conspicuous place where it can be easily read.

12.04. Types of Licenses

The Chelsea Licensing Commission shall issue the following types of licenses to marijuana establishments. Except as specifically provided below, the following types of licenses are intended to be consistent with the license types defined in the regulations of the Massachusetts Cannabis Control Commission, 935 CMR 500 et seq.

- a) **Marijuana retailer:** an entity licensed to purchase and transport cannabis or marijuana products from Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers. Licensees of the Chelsea Licensing Commission are prohibited from allowing on-premises consumption of marijuana or marijuana products regardless of whether such consumption may be allowed by the Cannabis Control Commission.
- b) **Marijuana cultivator:** 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.
- c) **Marijuana product manufacturer:** an entity licensed to obtain, manufacture, or process and package cannabis or marijuana products and to transfer these products to other Marijuana Establishments, but not to consumers.
- d) **Other Non-Retail Marijuana Establishment:** an independent testing laboratory, marijuana transporter, research laboratory, or any other Marijuana Establishment licensed by the Cannabis Control Commission not described above that is not licensed to sell marijuana or marijuana products to consumers.
- e) **Medical Marijuana Establishment:** Medical *marijuana* treatment center or medical marijuana dispensary shall mean a registered medical treatment center with the Cannabis Control Commission or the Department of Public Health, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses or administers *marijuana*, products containing *marijuana*, related supplies, or educational materials to qualifying patients or their personal caregivers. It shall further mean only those treatment centers licensed by the Commonwealth.

12.05. Concentration of Retail Licensees

The Licensing Commission shall be authorized to consider geographic concentration of retail licensees as either a negative or positive factor in an application for a marijuana retailer license depending upon the specific circumstances. However, the Commission shall not deny a marijuana retailer license on the basis of geographic concentration

unless they also make a finding that their concentration concerns do not make operation of retail marijuana establishments within the City unreasonably impractical.

12.06. Applications

The Licensing Department shall establish an application form for marijuana establishments. In support of its application, every applicant for a marijuana establishment license shall provide:

- A copy of the marijuana establishment's occupancy permit or application therefore.
- A copy of the marijuana establishment's application to the Cannabis Control Commission or Department of Public Health or Department of Agriculture.
- A copy of the applicant's license from the Cannabis Control Commission or Department of Public Health or Department of Agriculture.
- Copies of any marijuana establishment agent registration cards issued to the applicant by the Cannabis Control Commission.
- A floor plan of all operations and a plot plan showing deliveries and parking plans.
- Copy of Host Agreement with the city of Chelsea.
- Traffic and Parking management plan.
- Application Fee of \$500.00 and is non-refundable.

License applications shall be updated with current occupancy permit, registration cards or amended applications or licenses as these become available.

The Licensing Commission will not hold a public hearing on an application until the applicant has received a provisional license from the Cannabis Control Commission. Application may be filed prior to the issuance of the provisional license to provide the Licensing Administrator ample opportunity to perform the city's investigation.

The Annual Fee for a License shall be \$5000.00.

12.07. Security

All establishments shall maintain appropriate security precautions including those required by the regulations of the Cannabis Control Commission, the Chelsea Chief of Police and such other precautions as necessary to prevent violations of the laws of the Commonwealth and the City of Chelsea or the regulations of the Cannabis Control Commission or the City of Chelsea Licensing Commission.

All establishments may be required to hire police details upon the advice of the Chief of Police as long as his advice is reasonable.

Marijuana establishments shall provide access to and copies of video from surveillance cameras upon the request of the Chelsea Police Department or another designee of the

City of Chelsea Licensing Commission. If possible all cameras surveilling the outside and surrounding neighborhoods shall be accessible by the Chelsea View system.

12.08. Motor Vehicles

All transportation vehicles of a Marijuana Establishment must be registered in the City of Chelsea, if owned by the Establishment and seek a vehicle license to transport. All Licensed Transport Vehicles (LTV) must be inspected yearly and each vehicle must pay a fee of \$500.00 annually.

All LTVs not owned by Licensed Establishment must have a license to transport from the Cannabis Control Commission. Proof of insurance, registration and space for garage must be submitted with application.

12.09. Inspections

The City of Chelsea Licensing Commission or its designee may inspect a marijuana establishment and affiliated vehicles during operation and prior to issuance of a marijuana establishment license or renewal of a license. All areas of a marijuana establishment may be subject to inspection consistent with applicable law and City of Chelsea Host Agreement.

12.10. Revocations, Suspension or Modification

An applicant's failure to comply with Massachusetts and City of Chelsea laws, regulations and codes including, but not limited to 935 CMR 500, the City of Chelsea Code of Ordinances, and this section or any conditions on a license may be cause for revocation, suspension, or modification of a marijuana establishment license.

12.11. Prohibitions

- a) No marijuana establishment shall sell its products to persons under the age of 21.
- b) No marijuana retail establishment shall remain open after 9:00 p.m. or after its authorized licensed hours.
- c) No marijuana establishment shall also be licensed to sell alcohol in the City of Chelsea.
- d) There shall be no consumption or public taste testing at licensed establishments.
- e) All signage shall be approved through local zoning.
- f) All cultivation and manufacturing must be in compliance with license issued by Cannabis Control Commission.
- g) If a transporter then all vehicles must be registered in the City of Chelsea unless private Transporter licensee.
- h) All licensees must comply with Host Agreement executed with the City of Chelsea.

- i) All cultivation and manufacturing must ensure that noise and odors are contained within the facility.
- j) All Medical marijuana establishments must maintain logs of prescriptions and sales for inspections by the Licensing Administrator.

No licensee shall open its door for business until the City of Chelsea's license issued and the licensee has submitted its occupancy permit to the Licensing Administrator.

**HOST COMMUNITY INFORMATION
(PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING)**

At all times the Applicant plans to ensure that it will be compliant with local ordinances or bylaws of the City of Chelsea. The proposed location is in an Industrial Zone which for which the use of a Marijuana Retailer is allowed upon application and approval for a Special Permit. The City of Chelsea requires all Marijuana related businesses to apply for a Special Permit.

The City of Chelsea has initiated a two part process:

- 1) Special Permit process through the Chelsea Planning Department. Applicant will file a building permit application with Inspectional Services. Applicant will then be provided a denial letter and the appropriate zoning permit forms to complete the Special Permit process and hearing;
- 2) Licensing process through the Chelsea Licensing Commission

The City has indicated that both processes can be applied for concurrently.

The Special Permit procedure stated in the City of Chelsea Zoning Code is as follows:

“Sec. 34-214. Special permits.

- (a) *Special permit granting authority. Unless specifically designated otherwise, the zoning board of appeals shall act as the special permit granting authority.*
- (b) *Criteria. Special permits shall be granted by the special permit granting authority, unless otherwise specified herein, only upon its written determination that the benefit to the city and the neighborhood outweigh the adverse effects of the proposed use, taking into account the characteristics of the site and of the proposal in relation to that site. In addition to any specific factors that may be set forth in this chapter, the determination shall include consideration of each of the following:*
 - (1) *Social, economic or community needs which are served by the proposal;*
 - (2) *Traffic flow and safety, including parking and loading;*
 - (3) *Adequacy of utilities and other public services;*
 - (4) *Neighborhood character and social structures;*
 - (5) *Impacts on the natural environment, including drainage; and*
 - (6) *Potential fiscal impact, including impacts on city services, tax base and employment.*
 - (7) *For all uses requiring a special permit in the Port (P) district on parcels that are within the boundaries of the designated port area, the permit granting authority in approving the project must also find that:*
 - a. *The proposed use will not displace an existing water-dependent use with a non-water-dependent use;*

- b. *The proposed use will not, by virtue of its location, scale, duration, operation, or other aspects, pre-empt or interfere with existing or future development of water-dependent uses of the project site or surrounding property;*
 - c. *The proposed use is compatible with the working waterfront character of the district; and*
 - d. *The proposed use will not adversely affect the preservation of water dependent uses on surrounding properties.*
- (c) *Procedures. Applicants shall file 15 copies of the special permit application and plans with the city clerk. Whenever an application for a special permit is so filed, the applicant shall also file, within five working days of the filing of the completed application, copies of the application and plans with the board of health, conservation commission, building inspector, department of public works, and planning board, for their consideration, review, and report.*
 - (1) *Reports from other boards and officials shall be submitted to the special permit granting authority by the date of the public hearing, but in any case within 35 days of receipt of the reviewing party of all of the required materials; failure of these reviewing parties to make recommendations after having received copies of all such required materials shall be deemed a lack of opposition thereto.*
 - (2) *In the event that the public hearing by the special permit granting authority is held prior to the expiration of the 35-day period, said authority shall continue the public hearing to permit the formal submission of reports and recommendations within that 35-day period.*
 - (3) *The provisions of this subsection (c) shall not apply to applications for special permits to reconstruct, extend, alter, or structurally change a nonconforming single- or two-family structure. The zoning board of appeals may adopt regulations to establish procedures governing the form of such applications.*
- (d) *Plans and other submittals. An applicant for a special permit shall submit a plan in substantial conformance with the requirements of section 34-215. At the discretion of the special permit granting authority, the submittal of a development impact statement (DIS) may be required. The DIS shall be prepared by an interdisciplinary team including a registered landscape architect or architect, a registered professional or civil engineer, and a registered surveyor.*
 - (1) *Physical environment.*
 - a. *Describe the general physical conditions of the site, including amounts and varieties of vegetation, general topography, unusual geological, archeological, scenic and historical features or structures, location of significant viewpoints, stone walls, trees over 16 inches in diameter, trails and open space links, and indigenous wildlife.*
 - b. *Describe how the project will affect these conditions, providing a complete physical description of the project and its relationship to the immediate surrounding area.*

(2) *Surface water and subsurface conditions.*

- a. *Describe the location, extent and type of existing water and wetlands, including existing surface drainage characteristics, both within and adjacent to the site.*
- b. *Describe any proposed alterations of shorelines, marshes or seasonal wet areas.*
- c. *Describe any limitations imposed on the project by the site's soil and water conditions.*
- d. *Describe the impact upon groundwater and surface water quality and recharge, including estimated phosphate and nitrate loading on groundwater and surface water from septic tanks, lawn fertilizer and other activities within the site.*

(3) *Circulation systems.*

- a. *Project the number of motor vehicles to enter or depart the site per average day and peak hour. Also state the number of motor vehicles to use streets adjacent to the site per average day and peak hour. Such data shall be sufficient to enable the special permit granting authority to evaluate:*
 1. *Existing traffic on streets adjacent to or approaching the site;*
 2. *Traffic generated or resulting from the site; and*
 3. *The impact of such additional traffic on all ways within and providing access to the site.*
- b. *Actual study results, a description of the study methodology, and the name, address, and telephone number of the person responsible for implementing the study, shall be attached to the DIS.*

(4) *Support systems.*

- a. *Water distribution. Discuss the types of wells or water system proposed for the site, means of providing water for firefighting and any problems unique to the site.*
- b. *Sewage disposal. Discuss the type of on-site or sewer system to be used, suitability of soils, procedures and results of percolation tests and evaluate impact of disposal methods on surface water and groundwater.*
- c. *Refuse disposal. Discuss the location and type of facilities, the impact on existing city refuse disposal capacity, hazardous materials requiring special precautions.*
- d. *Fire protection. Discuss the type, location and capacity of fuel storage facilities or other flammables, distance to fire station and adequacy of existing firefighting equipment to confront potential fires on the proposed site.*
- e. *Recreation. Discuss the distance to and type of public facilities to be used by residents of the proposed site, and the type of private recreation facilities to be provided on the site.*

- f. *Schools. Project the increase to the student population for nursery, elementary, junior high school and high school levels, also indicating present enrollment in the nearest public schools serving these categories of students.*
- (5) *Phasing. Where development of the site will be phased over more than one year, indicate the following:*
- a. *Describe the methods to be used during construction to control erosion and sedimentation through use of sediment basins, mulching, matting, temporary vegetation or covering of soil stockpiles.*
 - b. *Describe the approximate size and location of the portion of the parcel to be cleared at any given time and length of time of exposure.*
 - c. *Describe the phased construction, if any of any required public improvements, and how such improvements are to be integrated into site development.*
- (e) *Conditions. Special permits may be granted with such reasonable conditions, safeguards or limitations on time or use, including performance guarantees, as the special permit granting authority may deem necessary to serve the purposes of this chapter. Such conditions may include, but are not limited to: private disposal of waste; deadline to commence construction; signage; alarm system; limits on vehicles, number of students, gender of residents, noise and possession of substances; maintenance requirements; landscaping; parking spaces; dust control; term for years with or without automatic renewals; sewer connection; bond; and limitation to the term of ownership or use by the applicant.*
- (f) *Lapse. Special permits shall lapse if a substantial use thereof or construction thereunder has not begun, except for good cause, within 24 months following the filing of the special permit approval (plus such time required to pursue or await the determination of an appeal referred to in M.G.L. c. 40A, § 17, from the grant thereof) with the city clerk.*
- (g) *Regulations. The special permit granting authority may adopt rules and regulations for the administration of this section.*
- (h) *Fees. The special permit granting authority may adopt reasonable administrative fees and technical review fees for applications for special permits.*

(Ord. of 6-20-2005, § 9.3; Ord. of 3-8-2021(5), § 9)

State law reference(s)—Special permits, M.G.L. c. 40A, § 9 et seq. “

The City of Chelsea License Commission regulations are as follows:

“ARTICLE XI. MARIJUANA ESTABLISHMENTS

Sec. 14-456. Definitions.

When used in this section, unless the context otherwise requires, the following terms shall have the following meanings:

Marijuana establishment shall mean a marijuana establishment licensed by the Cannabis Control Commission of the Commonwealth of Massachusetts.

Marijuana retailer shall mean a holder of a holder of a marijuana retailer license from the Cannabis Control Commission of the Commonwealth.

(Ord. of 6-4-2018(4))

Sec. 14-457. Local licensing regulations.

The City of Chelsea Licensing Commission is authorized to establish regulations relative to the licensing and operation of marijuana establishments.

(Ord. of 6-4-2018(4))

Sec. 14-458. Local licensure.

No person shall operate a marijuana establishment within the City of Chelsea without first obtaining a license to do so from the City of Chelsea Licensing Commission and obtaining a license from the Commonwealth's Cannabis Control Commission.

No fewer than half of the licenses issued by the City of Chelsea Licensing Commission under paragraph (a) above shall be granted to applicants certified by the cannabis control commission to be economic empowerment priority applicants. This requirement may be waived by the licensing commission based on clear and convincing evidence that no certified economic empowerment priority applicant is interested in operating a retail marijuana establishment in Chelsea.

(Ord. of 6-4-2018(4))

Sec. 14-459. Limitation on number of marijuana retailers.

As authorized by M.G.L. c. 94G, § 3(a)(2), the number of marijuana retailers operating within the boundaries of the City of Chelsea shall be limited to a maximum of six.

(Ord. of 6-4-2018(4) ; Ord. of 3-8-2021(1))

Sec. 14-460. Vehicles of marijuana establishments.

All vehicles used for the delivery or transport of marijuana products by marijuana establishments licensed by the City of Chelsea Licensing Commission must be registered in the City of Chelsea.

(Ord. of 3-8-2021(3) , § 5)"

In addition to the foregoing, attached please find the City of Chelsea's Licensing Commission Rules and Regulations.

The Applicant intends to follow all required procedures and at all times remain in compliance with the City of Chelsea and their ordinances.



Mary Susan Blout <mary.susan.blout@gmail.com>

Fwd: [EXTERNAL] Fwd: Question

Sheila Grant <sheila.grant@grantlawoffices.com>
To: Mary Susan Blout <mary.susan.blout@gmail.com>

Thu, Mar 17, 2022 at 1:10 PM

----- Forwarded message -----

From: **Treadway, Strehon** <streadway@chelseama.gov>
Date: Mon, Jan 31, 2022 at 9:14 AM
Subject: Re: [EXTERNAL] Fwd: Question
To: Sheila Grant <sheila.grant@grantlawoffices.com>
CC: Cheryl Watson Fisher <cfisher@chelseama.gov>

Good Morning, Sheila,

Sorry for the delay getting back to you. Given the current state of the pandemic, we'd recommend your second community outreach meeting be entirely remote. It, therefore, makes even more sense for it to be hosted from your location. Please forward us a copy of your advertisement (in two successive issues) of the Chelsea Record. We'd recommend it be held after normal work hours. Please also provide for translation in Spanish.

Finally, please see 935 CMR 500.101(1)(a)(9)(e) regarding notice to abutters. The distance is 300 ft.

Until later,

Streph

On Tue, Jan 25, 2022 at 11:43 AM Sheila Grant <sheila.grant@grantlawoffices.com> wrote:

Hi Streph,

I hope this finds you well. I am writing because as we re submitting for our provisional license the CCC is asking us to conduct another community meeting as the one we had was more than 6 months ago. Does the City have any protocol as to how this should be done or are we ok to follow the previous format? We were going to hold a zoom meeting possibly at our location. Also can you confirm the radius for the abutters notice? We would also need the City to sign off on another attestation of this meeting.

Thank you for your assistance.

Sheila

Sheila E. Grant
Law Office of Sheila E. Grant
92 High Street, Suite 8
Medford, MA 02155
Phone: (781) 396-9494
Fax: (781) 391-7430

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the intended recipient or agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution or copying is strictly prohibited. If you have received this communication in error, please notify me by telephone, return the original message by mail and destroy any and all copies.

WARNING - FRAUDULENT FUNDING INSTRUCTIONS - Email hacking and fraud are on the rise to fraudulently misdirect funds. Please call your escrow officer immediately using the contact information found from an independent source, such as the sales contract or internet, to verify any funding instructions received. We are not responsible for any wires sent by you to an incorrect bank account. If you receive an email or any other communication that appears to be generated from our office containing new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust.

----- Forwarded message -----

From: **CCC Licensing** <licensing@cccmass.com>
Date: Tue, Jan 25, 2022 at 11:39 AM
Subject: RE: Question
To: Sheila Grant <sheila.grant@grantlawoffices.com>

Hello,

You would have to submit all the required documentation over again, so the town would have to sign off on it. It may be easier to just redo the meeting in the same format that is compliant with the town as well.

Thank you,



NOTATION:

**DMS Trinity, LLC had 15 people present at their Remote
Community Outreach Meeting, Chelsea, MA February 23, 2022**



PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

By following guidance under 935 CMR 500.000 DMS Trinity LLC (DMS), will provide a plan to positively effect:

1. Past or present residents of the geographic areas of disproportionate impact as defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically residents of the City of Chelsea.
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents with parents or spouses who have drug convictions.

Goals

- 50% we plan to hire from City of Chelsea, defined as a specific area disproportionate impact.
- 5% we plan to hire from City of Revere, defined as a specific area disproportionate impact.
- 5% or more of staff will be sought from those who have had prior drug convictions.

Programs

1. DMS will give hiring preference to individuals who fall under the Commission's definition of disproportionately impacted areas. DMS Trinity LLC, in addition to hiring from the City Chelsea, has also identified the City of Revere as another disproportionately impacted area and we will be working with local leaders, advertising in advertising in Chelsea Record and Revere Journal, as needed, monthly to reach these communities for hiring and any other purposes.

Measurements

- DMS will measure and quantify the program by evaluating the following:
 1. Number of employees hired, retained, or promoted that come from Chelsea and Revere.
 2. Number and subject matter of trainings offered and performed, and to whom.
 3. Specific financial data and/or employee hours showing donations to or investments into specific causes.
 4. Number of businesses that obtained training or assistance from the programs.
 5. Number and types of jobs created in the adult-use cannabis industry in geographic areas of disproportionate impact for Chelsea and Revere.
 6. Plan progress will be documented annually at renewal.

Additional Requirements

1. The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and
2. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DMS TRINITY LLC
38 GOULD ST
STONEHAM MA 02180-3824

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, DMS TRINITY LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

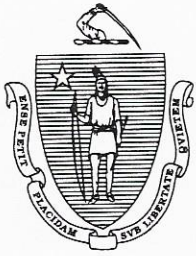
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

March 8, 2022

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

DMS TRINITY, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 19, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **MARY SUSAN BLOUT**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MARY SUSAN BLOUT**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MARY SUSAN BLOUT**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

**THIRD AMENDMENT TO
AMENDED AND RESTATED OPERATING AGREEMENT
OF DMS TRINITY, LLC**

WHEREAS, DMS Trinity, LLC (hereinafter “Company”), a Massachusetts Limited Liability Company, with a Certificate of Organization filed with the Secretary of State of the Commonwealth of Massachusetts on April 19, 2019 and governed by an Restated and Amended Operating Agreement of January 2021 signed by its Members;

WHEREAS, the provisions of **ARTICLE 4.2** of said Amended and Restated Operating Agreement allows Additional Members to be admitted with the consent of all Members

WHEREAS, the Members have all consented to admitting **CARLA CHALHOUB** as Member of the Company;

WHEREAS, the provisions of **ARTICLE 4.12** of said Amended and Restated Operating Agreement allows for this action without a meeting;

WHEREAS, the Members’ execution of this Amendment shall be deemed consent to admit **CARLA CHALHOUB** as a Member pursuant to the terms of the Company’s Amended and Restated Operating Agreement, subsequent amendments, and provisions hereof.

WHEREAS, the execution of this Amendment by **CARLA CHALHOUB** shall be deemed acceptance as Member pursuant to the terms of the Company’s Amended and Restated Operating Agreement, subsequent amendments, and provisions hereof.

WHEREAS, the Members wish to amend and replace the **ARTICLE 2.5** and Schedule A of the Amended and Restated Operating Agreement as stated below;

WHEREAS, the Member’s execution of this Amendment shall be deemed consent of the following Amendment pursuant to the terms of the Company’s Amended and Restated Operating Agreement;

NOW THEREFORE, the undersigned Members of the Company hereby amend said Operating Agreement as follows:

ARTICLE 2.5 shall be deleted in its entirety and a new **ARTICLE 2.5** shall be substituted as follows:

2.5 Allocation of Profits & Losses

Profits and Losses shall be allocated in proportion to the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned (hereinafter, “Capital Interests”). It is agreed that the allocation of Profits and Losses and Capital Interests of each Member in the Company shall be (unless otherwise modified by an agreed upon Additional Capital Contribution or in the case of issuance of a Profits Interest) as follows:

<u>Names</u>	<u>Allocation of Profits and Losses</u>	<u>Capital Interests</u>
DENIS PINHONE DOS SANTOS	51.50%	51.50%
MARY SUSAN BLOUT	12.00%	12.00%
ANGELINA VENTOURIS	15.00%	15.00%
STEVEN BYRNE	7.50%	7.50%
DYLAN HANDY	6.00%	6.00%
CARLA CHALHOUB	5.00%	5.00%
BRIAN COLLINS	3.00%	3.00%

SCHEDULE A shall be deleted in its entirety and a new SCHEDULE A shall be substituted as follows:

**OPERATING AGREEMENT
DMS TRINITY, LLC
SCHEDULE A**

<u>Name</u>	<u>Property Contribution</u>	<u>Value</u>	<u>Voting Units</u>	<u>Non-Voting Units</u>
DENIS PINHONE DOS SANTOS	All Costs Until HCA is Negotiated with Municipality.	\$250,000	515	4635
MARY SUSAN BLOUT	Consulting Services and Project Management, Attorney Costs, licensing fees and application costs	\$0	120	1080
ANGELINA VENTOURIS	\$250,000	\$250,000	150	1,350

STEVEN BYRNE	\$125,000	\$125,000	75	675
DYLAN HANDY	\$100,000	\$100,000	60	540
CARLA CHALHOUB	\$250,000	\$250,000	50	450
BRIAN COLLINS	\$100,000	\$250,000	30	270

The Members affirm all other provisions of said operating agreement of said Company as if they were fully and completely rewritten herein.

IN WITNESS WHEREOF, the undersigned Members in acknowledgement of the **THIRD AMENDMENT** herein created, sets their hands and seals this 15th day of March 2022.

ORIGINAL SIGNATURES ON FILE



[Mary Susan Blout \(Mar 16, 2022 17:47 EDT\)](#)

MARY SUSAN BLOUT




[Denis Pinhone Dos Santos \(Mar 16, 2022 17:48 EDT\)](#)

DENIS PINHONE DOS SANTOS



[Dylan Handy \(Mar 16, 2022 19:03 EDT\)](#)

DYLAN HANDY



[Angelina Ventouris \(Mar 16, 2022 17:59 EDT\)](#)

ANGELINA VENTOURIS



[Steven Byrne \(Mar 16, 2022 18:10 EDT\)](#)

STEVEN BYRNE



[Brian Collins \(Mar 16, 2022 19:13 EDT\)](#)

BRIAN COLLINS



[CARLA CHALHOUB \(Mar 16, 2022 20:12 EDT\)](#)

CARLA CHALHOUB











THIRD AMENDMENT TO OPERATING AGREEMENT FINAL














Final Audit Report

2022-03-17

Created:	2022-03-16
By:	Timothy Halpin (tim@bonacorsoins.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI5NNnUpepoLEfV8Aw1hVpQYFJB88kq_E

"THIRD AMENDMENT TO OPERATING AGREEMENT FINAL" History

-  Document created by Timothy Halpin (tim@bonacorsoins.com)
2022-03-16 - 8:44:42 PM GMT- IP address: 198.0.138.181
-  Document emailed to Mary Susan Blout (mary.susan.blout@gmail.com) for signature
2022-03-16 - 8:48:50 PM GMT
-  Email viewed by Mary Susan Blout (mary.susan.blout@gmail.com)
2022-03-16 - 9:46:28 PM GMT- IP address: 74.125.210.45
-  Document e-signed by Mary Susan Blout (mary.susan.blout@gmail.com)
Signature Date: 2022-03-16 - 9:47:00 PM GMT - Time Source: server- IP address: 66.30.23.144
-  Document emailed to Denis Pinhone Dos Santos (denispinhone@gmail.com) for signature
2022-03-16 - 9:47:02 PM GMT
-  Email viewed by Denis Pinhone Dos Santos (denispinhone@gmail.com)
2022-03-16 - 9:47:57 PM GMT- IP address: 172.225.170.106
-  Document e-signed by Denis Pinhone Dos Santos (denispinhone@gmail.com)
Signature Date: 2022-03-16 - 9:48:35 PM GMT - Time Source: server- IP address: 172.225.132.235
-  Document emailed to Angelina Ventouris (atventouris96@gmail.com) for signature
2022-03-16 - 9:48:37 PM GMT
-  Email viewed by Angelina Ventouris (atventouris96@gmail.com)
2022-03-16 - 9:57:48 PM GMT- IP address: 172.58.129.139
-  Document e-signed by Angelina Ventouris (atventouris96@gmail.com)
Signature Date: 2022-03-16 - 9:59:37 PM GMT - Time Source: server- IP address: 172.58.129.139

-  Document emailed to Steven Byrne (housesbysteve1982@yahoo.com) for signature
2022-03-16 - 9:59:39 PM GMT
-  Email viewed by Steven Byrne (housesbysteve1982@yahoo.com)
2022-03-16 - 10:00:08 PM GMT- IP address: 209.73.183.39
-  Document e-signed by Steven Byrne (housesbysteve1982@yahoo.com)
Signature Date: 2022-03-16 - 10:10:45 PM GMT - Time Source: server- IP address: 24.62.225.69
-  Document emailed to Dylan Handy (dylanh@tryelevate.com) for signature
2022-03-16 - 10:10:46 PM GMT
-  Email viewed by Dylan Handy (dylanh@tryelevate.com)
2022-03-16 - 11:02:40 PM GMT- IP address: 172.226.22.218
-  Document e-signed by Dylan Handy (dylanh@tryelevate.com)
Signature Date: 2022-03-16 - 11:03:20 PM GMT - Time Source: server- IP address: 174.197.150.28
-  Document emailed to Brian Collins (bc1cc2mc3@yahoo.com) for signature
2022-03-16 - 11:03:22 PM GMT
-  Email viewed by Brian Collins (bc1cc2mc3@yahoo.com)
2022-03-16 - 11:10:32 PM GMT- IP address: 209.73.183.39
-  Document e-signed by Brian Collins (bc1cc2mc3@yahoo.com)
Signature Date: 2022-03-16 - 11:13:38 PM GMT - Time Source: server- IP address: 174.192.2.184
-  Document emailed to CARLA CHALHOUB (carlac444@aol.com) for signature
2022-03-16 - 11:13:40 PM GMT
-  Email viewed by CARLA CHALHOUB (carlac444@aol.com)
2022-03-16 - 11:34:21 PM GMT- IP address: 172.225.132.234
-  Document e-signed by CARLA CHALHOUB (carlac444@aol.com)
Signature Date: 2022-03-17 - 0:12:54 AM GMT - Time Source: server- IP address: 24.218.184.26
-  Agreement completed.
2022-03-17 - 0:12:54 AM GMT

**AMENDED AND RESTATED
OPERATING AGREEMENT**

OF

DMS TRINITY, LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

EFFECTIVE AS OF JANUARY __, 2021

**OPERATING AGREEMENT
OF
DMS TRINITY, LLC**

This Amended and Restated Agreement, is made and entered into as of the ___th day of January, 2021, by **MARY SUSAN BLOUT, ANGELINA VENTOURIS, STEVEN BYRNE, DYLAN HANDY** and **BRIAN COLLINS** (hereinafter collectively sometimes referred to as “Members”).

WITNESSETH:

WHEREAS, the Parties hereto have formed a limited liability company on April 19, 2019, (hereinafter referred to as the “Company”); and

WHEREAS, the Parties hereto desire to amend and restate the Company for the term and upon the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by the Parties hereto as follows:

ARTICLE I

BASIC STRUCTURE

1.1 Form

On April 19, 2019, the Members organized a Massachusetts limited liability company by authorizing its Manager to execute and deliver a certificate of organization to the Office of the Secretary of the Commonwealth of Massachusetts (the “Secretary”) in accordance with and pursuant to the Massachusetts Limited Liability Company Act (the “Act”).

1.2 Name

The business of the Company shall be conducted under the name of **DMS TRINITY, LLC**.

1.3 Place of Business

The principal place of business of the Company shall be 38 Gould Street, Stoneham, Massachusetts 02180. The Company may locate its place of business and registered office at any other place or places as the Manager or Managers may from time to time deem advisable.

1.4 Registered Office and Registered Agent

The Company's initial registered office shall be at the office of its registered agent at 38 Gould Street, Stoneham, Massachusetts 0218 and the name of its initial registered agent at such address shall be **MARY SUSAN BLOUT**. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary pursuant to the Act.

1.5 Term

The term of the Company commenced upon the filing of the certificate of organization with the Office of the Secretary and shall continue in perpetuity unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

1.6 Purposes--General

The purposes for which the Company is organized are:

(a) To engage in the business producing, manufacturing and distributing goods as a retailer or wholesaler; to provide consulting and advisory services to other retailers, manufacturers, producers and wholesalers engaged in similar businesses; and to undertake and making investments of all kinds and descriptions for profit, and to engage in any and all activities related thereto.

(b) To accomplish any lawful business purpose or activity whatsoever, whether or not for profit or which shall at any time appear conducive to or expedient for the protection or benefit of the Company (with the exception of the business of granting policies of insurance or assuming insurance risks or banking).

(c) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act.

(d) To engage in all activities as are necessary, customary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

ARTICLE II

FINANCIAL ARRANGEMENTS

2.1 Initial Contributions of Members

Each Member shall, within ninety (90) days of execution of this Agreement, contribute to the initial capital of the Company property in the amount and form indicated on Schedule A attached hereto and made a part hereof. Capital contributions to the Company shall not earn interest. An individual capital account shall be maintained for each Member.

In the event a Member does not make the required contribution, the obligation shall become a demand promissory note due and payable to the Company which shall accrue interest at a rate of Seven Percent (7%) per annum until paid in full and such Member shall have no right to vote until such required contribution is made.

2.2 Additional Capital Contribution

Unless otherwise agreed by all Members, no Member shall be required to make an additional capital contribution to the capital of this Company (hereinafter an "Additional Capital Contribution"). Any Member who voluntarily makes an Additional Capital Contribution shall be deemed to have made a loan to such Company which loan shall accrue interest at an annual rate of seven percent (7%), compounded annually which principal and interest shall have priority over any and all other sums owed to or payable to the Member(s). If an Additional Capital Contribution is made by a Member by agreement of all Members, such Additional Capital Contributions shall be reflected as an Additional Capital Contribution on the books of the Company.

2.3 Capital Accounts

- (a) A separate capital account will be maintained for each Member (a "Capital Account").
- (b) Each Member's Capital Account will be increased by:
 - (1) the amount of money contributed by such Member to the Company;
 - (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under the Internal Revenue Code of the United States (hereinafter "IRC") §752;
 - (3) allocations to such Member of net profits; and
 - (4) allocations to such Member of income described in §705(a)(1)(B) of the Code.
- (c) Each Member's Capital Account will be decreased by:
 - (1) the amount of money distributed to such Member by the Company;
 - (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under §752 of the Code);

- (3) allocations to such Member of expenditures described in §705(a)(2)(B) of the Code; and
- (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(d) In the event of a permitted sale or exchange of a Member's interest in the Company (a "Membership Interest") or an Economic Interest (as defined in Section 6.1) in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with §1.704-1(b)(2)(iv) of the Treasury Regulations.

2.4 Voting and Non-Voting Interests

There shall be voting and non-voting interests in the Company. A Member may own such voting and/or non-voting interests. Members owning voting interests (hereinafter "Voting Members") shall have the right to vote on matters of the Company as specified in this Agreement. A Voting Member's voting rights shall be in proportion to his, her or its pro rata share of voting interests. All items of income, gain, loss, deduction and credit shall be allocated ratably among all voting and non-voting interests in the Company then issued and outstanding.

2.5 Allocation of Profits & Losses

Profits and Losses shall be allocated in proportion to the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned (hereinafter, "Capital Interests"). It is agreed that the allocation of Profits and Losses and the Capital Interests of each Member in the Company shall be (unless otherwise modified by an agreed upon Additional Capital Contribution or in the case of the issuance of a Profits Interest) as follows:

<u>Names</u>	<u>Allocation of Profits and Losses</u>	<u>Capital Interests</u>
MARY SUSAN BLOUT	60.00%	60.00%
ANGELINA VENTOURIS	15.00%	15.00%
STEVEN BYRNE	15.00%	15.00%
DYLAN HANDY	6.00%	6.00%
BRIAN COLLINS	4.00%	4.00%

2.6 Profits Interest

The Members may authorize the Manager(s) to issue from time to time “Profits Interests” in the Company. Such Profits Interests shall be nonvoting interests. The Profits Interests may consist of either an interest in the profits of the Company only or an interest in both the profits and the capital of the Company. Each Profits Interest issued by the Company shall be evidenced by a written Subscription Agreement which shall specify the characteristics of each Profits Interest. If and to the extent such Profits Interests are issued by the Company, thereafter all items of income, gain, loss, deduction, and credit shall be allocated ratably among all Interests in the Company then issued and outstanding.

2.7 Risk of Forfeiture

Any Profits Interests issued by the Company may be subject to a “Risk of Forfeiture” meaning the Profits Interests may vest on one or more conditions including the completion of a term of service with the Company as outlined in the applicable vesting schedule of the respective Subscription Agreement. In the event a Profits Interest holder leaves the Company before completion of the applicable vesting period, the Company shall only be required to pay such Profits Interest holder his, her or its existing capital account balance and thereafter such Profits Interest shall be forfeited without any further obligation on the part of the Company. From and after the date on which any applicable Risk of Forfeiture terminates, the Profits Interest holders shall become Capital Interest holders (for purposes of the remainder of this paragraph, “Profits Interest Member”) and have the respective rights and obligations of Members as set forth in this Agreement. If any Profits Interest Member withdraws, the Company shall have the option to repurchase the interest of such Profits Interest Member. At the option of the Company, the respective repurchase amount may be paid in one installment or over a period of time not to exceed five (5) years with interest to be compounded and accrued on an annual basis at the rate of seven percent (7%) per annum. The Company shall deliver a promissory note to the respective Profits Interest Member whereupon such Profits Interest shall terminate and the rights and obligations of such Profits Interest Member shall be that of a creditor.

2.8 Allocation of Interim Distributions

Distributions, if and when made, as voted by the Voting Members, shall be made on the basis of the agreed value as set forth in the records of the Company of the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned.

2.9 Capital Contribution Execution Date

For purposes of this Agreement, a Capital Contribution made within ninety (90) days of execution of this Agreement shall be deemed to be made on the date of execution.

2.10 Return of Capital Contributions

No Member shall have the right to demand the return of his, her or its capital contributions except as herein provided.

2.11 Rights of Priority

Except as herein provided, the individual Members shall have no right to any priority over each other as to the return of capital contributions.

2.12 Interim Distributions

Distributions to the Members of net operating profits of the Company, as hereinafter defined, shall be made at such times as the Voting Members shall reasonably determine. Such distributions shall be made to the Members simultaneously.

For the purpose of this Agreement, "net operating profit" for any accounting period shall mean the gross receipts of the Company for such period, less the sum of all cash expenses of operation of the Company, and such sums as may be necessary to establish a reserve for operating expenses.

In determining net operating profit, deductions for depreciation, amortization, or other similar charges not requiring actual current expenditures of cash shall not be taken into account.

2.13 Evidence of Ownership

The Company may issue one or more certificates to the Members that evidence their ownership interest in the Company. Such certificates may show each Member's Capital Interest in the Company in units. Such certificates may be signed by any one Manager of the Company. The Company may also issue one or more certificates to the holders of Profits Interests in the Company.

ARTICLE III
MANAGEMENT

3.1 General

Notwithstanding the foregoing, the management of the Company may be vested in one or more Managers who shall be chosen in the manner provided for herein. A Manager need not be a Member. A Manager may delegate some or all of such Member's or Manager's rights and powers to execute documents and act for and manage and control the business and affairs of the Company, and delegating by a management agreement or another agreement with, or otherwise to, other persons. The Manager may designate such persons as officers of the Company (hereinafter referred to as the "Officers") with powers as delegated in the sole discretion of the Manager. The Officers need not own Membership Interests. Officers will be reimbursed reasonable expenses but shall not be compensated for their activities as Officers if they own any Membership Interest. Officers who do not own Membership Interest may be reasonably compensated for their time and expertise. Unless otherwise provided in this Agreement, such delegation by a Manager shall not cause the Manager to cease to be a Manager of the Company.

3.2 Manager

The Voting Members have elected to appoint the Manager who shall be as follows:

MARY SUSAN BLOUT
38 Gould Street
Stoneham, Massachusetts 02180

The Manager shall serve until her successor is appointed as provided herein.

3.3 Voting

All Managers shall have the right to vote on a per capita basis as to the management and conduct of the business of the Company. Except as otherwise herein set forth, the following decisions of the Managers shall control: (1) if there is only one Manager, such Manager's decision shall control, (2) if there are only two Managers, the unanimous decision of the Managers shall control, and (3) if there are more than two Managers, the decision of a majority of the Managers shall control.

3.4 Limitation of Liability and Liability for Certain Acts

Each Manager shall perform his or her duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the duties as Manager shall not have any liability by reason of being or having been a

Manager of the Company. The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Manager.

Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law.

3.5 Managers Have No Exclusive Duty to Company

A Manager shall not be required to manage the Company as his or her sole and exclusive function and he or she (or any Manager) may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

3.6 Bank and Investment Accounts

The Managers may from time to time open one or more bank and/or investment accounts in the name of the Company, and the signatures of all Managers shall be required thereon, unless the Managers determine otherwise.

3.7 Indemnity of the Managers, Employees and Other Agents

To the maximum extent permitted under the Act, the Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under the Act. The Company shall indemnify its employees, and other agents who are not managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by Members owning a majority interest.

3.8 Resignation

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

3.9 Removal

At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the decision of the Voting Members owning more than fifty percent (50%) of the Voting Capital Interests in the Company. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member unless the removal was for "cause". In such a case, the Member shall be deemed to have withdrawn from the Company. Notwithstanding the foregoing, a Manager may also be removed for Cause upon the majority vote of all non-Manager Members of the Company. "Cause" shall mean proven embezzlement, intoxication or illegal drug use which materially interferes with job performance, absenteeism in excess of two times normal Company policy, wrongful disclosure of Company's confidential information, conflict of interest, gross insubordination, mismanagement of the company, malfeasance, conviction of a felony adversely affecting the ability of the Manager to carry on his or her normal duties or other issues of misconduct.

3.10 Vacancies

Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of a majority of the remaining Managers then in office, provided that if there are no remaining Managers, the vacancy(ies) shall be filled by the affirmative vote of other Voting Members owning more than fifty percent (50%) of the Capital Interests in the Company. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of a majority of the Manager then in office or by an election at an annual meeting or at a special meeting of the Voting Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and shall hold office until expiration of such term and until his or her successor shall be elected and shall qualify or until his or her earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Voting Members and until his or her successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

3.11 Salaries

The salaries and other compensation of the Managers shall be fixed from time to time by an affirmative vote of Voting and Non-Voting Members owning more than fifty percent (50%) of the Voting and Non-Voting Interests in the Company, and no Manager shall be prevented from receiving such salary by reason of the fact that he or she is also a Member of the Company.

ARTICLE IV

MEETINGS OF MEMBERS

4.1 Resignation

A Member may not voluntarily resign or withdraw from the Company prior to the dissolution and winding up of the Company.

4.2 Additional Members

Additional Members may be admitted only with the consent of all Members.

4.3 Annual Meeting

No annual meetings shall be required, except as may be required by applicable law.

4.4 Special Meetings

Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by majority vote of the Managers or by any Voting Member or Voting Members holding at least fifty percent (50%) of the Voting Capital Interests in the Company.

4.5 Place of Meetings

The Members may designate any place, either within or outside the Commonwealth of Massachusetts as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

4.6 Notice of Meetings

Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at his, her or its address as it appears on the books of the Company, with postage thereon prepaid.

4.7 Meeting of all Members

If all of the Members shall meet at any time and place, either within or outside of the Commonwealth of Massachusetts and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

4.8 Record Date

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

4.9 Quorum

Voting Members owning at least a majority of the Voting Capital Interests in the Company, represented in person or by proxy, shall constitute a quorum at any meeting of the Voting Members. In the absence of a quorum at any such meeting, a majority of the Voting Capital Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Voting Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Voting Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Capital Interests whose absence would cause less than a quorum.

4.10 Manner of Acting

If a quorum is present (other than in the case of dissolution), the decision of Voting Members owning more than fifty percent (50%) of the Voting Capital Interests in the Company present or represented or entitled to vote and voting on such matter shall be the act of the Voting Members unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Certificate of Organization, or by this Agreement. Unless otherwise expressly provided herein or required under applicable laws, Voting Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their Capital Interests, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

4.11 Proxies

At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

4.12 Action by Members Without a Meeting

Action required or permitted to be taken at a meeting of Voting Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Voting Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when written consents setting forth the action or actions so taken signed by the owners of more than fifty percent (50%) of the Voting Capital Interests (or such higher percentage as may be specified elsewhere in this Agreement) are obtained by the Company from the Voting Members entitled to vote, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

4.13 Waiver of Notice

When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE V

DISSOLUTION DISTRIBUTIONS

5.1 Dissolution Distributions

In the event that the Company shall hereafter be dissolved for any reason whatsoever, a full and general account of its assets, liabilities and transactions shall at once be taken. Such assets may be sold and turned into cash as soon as possible and all debts and other amounts due the Company collected. The proceeds thereof shall thereupon be applied as follows:

- (a) To discharge the debts and liabilities of the Company and the expenses of liquidation;
- (b) To pay each Member or his or her legal representative or its assignee any unpaid salary, drawing account, interest or profits to which he, she or it shall then be entitled and in

addition, to pay to any Member his, her or it interim distributions or distribution due upon resignation, if any, and;

(c) To divide the surplus, if any, among the Members or their representatives, to Members first for the return of their contributions, and second, respecting their limited liability company interests in the proportions in which the Members share in distributions.

5.2 Filing of Certificate of Cancellation

When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a Certificate of Cancellation shall be executed in duplicate and verified by the person signing the Certificate, which Certificate shall set forth the information required by the Act. Duplicate originals of such Certificate shall be delivered to the Secretary.

5.3 Certificate of Cancellation

Upon the issuance of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

5.4 Right To Demand Property

No Member shall have the right to demand and receive property in kind for his, her or its distribution.

ARTICLE VI

TRANSFERABILITY

6.1 General

Except in the case of a permitted transfer, as hereinafter provided in Section 6.3, a Member may not sell, transfer, gift or otherwise exchange a Membership Interest in the Company except with the consent of all Members, provided, however, a Membership Interest is assignable but the assignee of a Member's interest shall have no right to participate in the management of the business and affairs of the limited liability company, except upon the approval of all of the Members of the Company other than the Member assigning the Company interest.

An assignment of a Company interest does not entitle the assignee to become or to exercise any rights or powers of a Member; an assignment of a Company interest only entitles the assignee

to share in such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled, to the extent assigned (an "Economic Interest"); and a Member ceases to be a Member and to have the power to exercise any rights or powers of a Member upon the voluntary assignment of all or any portion of the Member's Company interest.

The pledge of, or granting of a security interest, lien or other encumbrance in or against, any or all of the Company interest of a Member except with the consent of all Members, shall be prohibited.

6.2 Right of Assignee to Become Member

(a) An assignee of a Member's interest may become a Member upon the approval of all of the Members of the Company, however no consent is required from the Member who has voluntarily assigned his, her or its interest to the assignee.

(b) An assignee who has become a Member has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a Member under this Agreement and the Act. Notwithstanding the foregoing, an assignee who becomes a Member is liable for the obligations of the assignor to make contributions but is not obligated for liabilities, including the obligations of the assignor to make contributions unknown to the assignee at the time the assignee became a Member and which could not be ascertained from this Agreement.

(c) Whether or not an assignee of a Company interest becomes a Member, the assignor is not released from liability to the Company.

6.3 Permitted Transfers

Notwithstanding the foregoing, a Member may, without consent, transfer its interest in the Company to a revocable trust for the primary benefit of the Member's family (a "Permitted Transferee"), of which the transferor is the Donor and a Trustee thereof; and may transfer its interest in the Company upon death by will to a member of the transferor's family or to any trust in which the transferor's family as defined herein are the primary beneficiaries. The transferor's family shall mean the Member's then current spouse and the Member's lineal descendants. Any transfer, other than a transfer permitted under this Section 6.3, shall be considered an assignment of the Member's interest.

6.4 Put to Company for Gifts of Membership Interests

In the case of a transfer of a membership by gift to a Permitted Transferee, the Permitted Transferee shall have the right for thirty (30) days from and after the date of such gift to require the Company to repurchase the gifted interest, at the Permitted Transferee's option, for either (1) at price equal to the Fair Market Value (as determined below); or (2) a price equal to the Permitted

Transferee's pro rata share of net asset value, attributable to such gifted interest, less a discount of 44%.

Fair Market Value of the gifted membership interest shall be based upon the Member's right, attributable to such gifted interest, to share in distributions from the Company and shall be determined by a qualified appraiser chosen by the Company. The cost of such appraiser shall be borne equally between the Company and the Permitted Transferee exercising such right.

6.5 Death or Incompetency of a Member

If a Member who is an individual dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage the Member's person or property, the Member's personal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property including the power of an assignee to become a Member to the extent permitted in this Agreement. If a Member is a corporation, trust or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

6.6 IRC §754 Election

In the case of a transfer of a Membership interest on the death of a Member, the basis of the Company's property shall be adjusted in the manner provided in IRC §743 and the Company shall file such information as may be required by the Regulations to report an IRC §754 election. In any other case to which the elections under IRC §734 and IRC §743 may apply, the Managers shall make such determination from time to time.

ARTICLE VII

DISSOLUTION EVENTS

7.1 General

The Company shall have a perpetual existence but the Company shall be dissolved upon the affirmative vote or written consent of all the Capital Interests of the Company.

7.2 Death & Retirement not an Event of Dissolution

The death, insanity, the declaration of incompetency by a court of competent jurisdiction, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of any Member (including an assignment to a former spouse incident to divorce) shall not cause the limited liability company to be dissolved or its affairs to be wound up, and upon the occurrence of any such event, the limited liability

company shall be continued without dissolution but such Member shall cease to be a Member and shall lose the right to vote as a Member notwithstanding the Capital Interest upon such event as though the interest had been assigned except in the case of death and the transferee is a Permitted Transferee.

ARTICLE VIII

MISCELLANEOUS

8.1 Nature of Limited Liability Company Interest

A Membership Interest is personal property and a Member shall have no interest in specific Company property.

8.2 Debts, Obligations & Liabilities of Company

The debts, obligations and liabilities of the Company, whether arising in tort, contract or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member or Manager shall be obligated personally for any debt, obligation or liability of the Company solely by reason of being a Member or Manager.

8.3 Accounting Year, Books, Statements

The Company's fiscal year shall commence on January 1 of each year and shall end on December 31 of each year. Full and accurate books of account shall be kept at such place as the Managers may from time to time designate, showing the condition of the business and finances of the Company; and each Member shall have access to such books of account and shall be entitled to examine them at any time during ordinary business hours. At the end of each year, the Managers shall cause the Company's accountant to prepare a balance sheet setting forth the financial position of the Company as of the end of that year and a statement of operations (income and expenses) for that year. A copy of the balance sheet and statement of operations (income and expenses) for that year shall be delivered to each Member as soon as they are available.

8.4 Titles and Subtitles

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of the Company Operating Agreement.

8.5 Words and Gender or Number

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

8.6 Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be taken to be an original.

8.7 Severability

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

8.8 Effective Date

This Agreement shall be effective only upon execution by all of the proposed Members.

8.9 Waiver

No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

8.10 Applicable Law

This Agreement and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts and specifically the Massachusetts Limited Liability Company Act at M.G.L. c.156C, without regard to any principles of conflicts of law.

8.11 Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

8.12 Arbitration

Any controversy or claim arising out of or relating to this Agreement shall only be settled by arbitration in accordance with the rules of the American Arbitration Association, one Arbitrator, and shall be enforceable in any court having competent jurisdiction. In addition, the prevailing party shall be awarded costs and a reasonable attorney's fee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Members have executed this Agreement as of the date first above written.

MEMBERS



MARY SUSAN BLOUT

DYLAN HANDY

ANGELINA VENTOURIS

STEVEN BYRNE

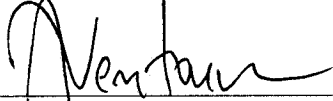
BRIAN COLLINS

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ANGELINA VENTOURIS

BRIAN COLLINS

DYLAN HANDY



STEVEN BYRNE

**OPERATING AGREEMENT
DMS TRINITY, LLC
SCHEDULE A**

<u>Name</u>	<u>Property Contribution</u>	<u>Value</u>	<u>Voting Units</u>	<u>Non-Voting Units</u>
MARY SUSAN BLOUT	Consulting Services and Project Management Attorney costs, licensing fees, and application costs	\$	600.0	5,400.0
ANGELINA VENTOURIS	\$	\$	150.0	1,350.0
STEVEN BYRNE	\$	\$	150.0	1,350.0
DYLAN HANDY	\$	\$	60.0	540.0
BRIAN COLLINS			40.0	360.0
Total		\$	1,000.0	9,000.0

OPERATING AGREEMENT
OF
DMS TRINITY, LLC
A MASSACHUSETTS LIMITED LIABILITY COMPANY
EFFECTIVE AS OF APRIL 19, 2019

**OPERATING AGREEMENT
OF
DMS TRINITY, LLC**

This Agreement, made and entered into as of the ___th day of May, 2019, by **MARY SUSAN BLOUT, ANGELINA VENTOURIS, STEVEN BYRNE, DYLAN HANDY** and **DANIEL MAILHIOT** (hereinafter collectively sometimes referred to as “Members”).

WITNESSETH:

WHEREAS, the Parties hereto desire to form a limited liability company (hereinafter referred to as the “Company”), for the term and upon the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, it is agreed by the Parties hereto as follows:

ARTICLE I

BASIC STRUCTURE

1.1 Form

On April 19, 2019, the Members organized a Massachusetts limited liability company by authorizing its Manager to execute and deliver a certificate of organization to the Office of the Secretary of the Commonwealth of Massachusetts (the “Secretary”) in accordance with and pursuant to the Massachusetts Limited Liability Company Act (the “Act”).

1.2 Name

The business of the Company shall be conducted under the name of **DMS TRINITY, LLC**.

1.3 Place of Business

The principal place of business of the Company shall be 38 Gould Street, Stoneham, Massachusetts 02180. The Company may locate its place of business and registered office at any other place or places as the Manager or Managers may from time to time deem advisable.

1.4 Registered Office and Registered Agent

The Company's initial registered office shall be at the office of its registered agent at 38 Gould Street, Stoneham, Massachusetts 0218 and the name of its initial registered agent at such address shall be **MARY SUSAN BLOUT**. The registered office and registered agent may be changed from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary pursuant to the Act.

1.5 Term

The term of the Company commenced upon the filing of the certificate of organization with the Office of the Secretary and shall continue in perpetuity unless the Company is earlier dissolved in accordance with either the provisions of this Agreement or the Act.

1.6 Purposes--General

The purposes for which the Company is organized are:

- (a) To engage in the business producing, manufacturing and distributing goods as a retailer or wholesaler; to provide consulting and advisory services to other retailers, manufacturers, producers and wholesalers engaged in similar businesses; and to undertake and making investments of all kinds and descriptions for profit, and to engage in any and all activities related thereto.
- (b) To accomplish any lawful business purpose or activity whatsoever, whether or not for profit or which shall at any time appear conducive to or expedient for the protection or benefit of the Company (with the exception of the business of granting policies of insurance or assuming insurance risks or banking).
- (c) To exercise all other powers necessary to or reasonably connected with the Company's business which may be legally exercised by limited liability companies under the Act.
- (d) To engage in all activities as are necessary, customary or convenient to the conduct, promotion or attainment of the business purposes or activities of the Company.

ARTICLE II

FINANCIAL ARRANGEMENTS

2.1 Initial Contributions of Members

Each Member shall, within ninety (90) days of execution of this Agreement, contribute to the initial capital of the Company property in the amount and form indicated on Schedule A

attached hereto and made a part hereof. Capital contributions to the Company shall not earn interest. An individual capital account shall be maintained for each Member.

In the event a Member does not make the required contribution, the obligation shall become a demand promissory note due and payable to the Company which shall accrue interest at a rate of Seven Percent (7%) per annum until paid in full and such Member shall have no right to vote until such required contribution is made.

2.2 Additional Capital Contribution

Unless otherwise agreed by all Members, no Member shall be required to make an additional capital contribution to the capital of this Company (hereinafter an “Additional Capital Contribution”). Any Member who voluntarily makes an Additional Capital Contribution shall be deemed to have made a loan to such Company which loan shall accrue interest at an annual rate of seven percent (7%), compounded annually which principal and interest shall have priority over any and all other sums owed to or payable to the Member(s). If an Additional Capital Contribution is made by a Member by agreement of all Members, such Additional Capital Contributions shall be reflected as an Additional Capital Contribution on the books of the Company.

2.3 Capital Accounts

- (a) A separate capital account will be maintained for each Member (a “Capital Account”).
- (b) Each Member’s Capital Account will be increased by:
 - (1) the amount of money contributed by such Member to the Company;
 - (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under the Internal Revenue Code of the United States (hereinafter “IRC”) §752;
 - (3) allocations to such Member of net profits; and
 - (4) allocations to such Member of income described in §705(a)(1)(B) of the Code.
- (c) Each Member’s Capital Account will be decreased by:
 - (1) the amount of money distributed to such Member by the Company;

- (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under §752 of the Code);
- (3) allocations to such Member of expenditures described in §705(a)(2)(B) of the Code; and
- (4) allocations to the account of such Member of Company loss and deduction as set forth in such Regulations, taking into account adjustments to reflect book value.

(d) In the event of a permitted sale or exchange of a Member's interest in the Company (a "Membership Interest") or an Economic Interest (as defined in Section 6.1) in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred Membership Interest or Economic Interest in accordance with §1.704-1(b)(2)(iv) of the Treasury Regulations.

2.4 Voting and Non-Voting Interests

There shall be voting and non-voting interests in the Company. A Member may own such voting and/or non-voting interests. Members owning voting interests (hereinafter "Voting Members") shall have the right to vote on matters of the Company as specified in this Agreement. A Voting Member's voting rights shall be in proportion to his, her or its pro rata share of voting interests. All items of income, gain, loss, deduction and credit shall be allocated ratably among all voting and non-voting interests in the Company then issued and outstanding.

2.5 Allocation of Profits & Losses

Profits and Losses shall be allocated in proportion to the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned (hereinafter, "Capital Interests"). It is agreed that the allocation of Profits and Losses and the Capital Interests of each Member in the Company shall be (unless otherwise modified by an agreed upon Additional Capital Contribution or in the case of the issuance of a Profits Interest) as follows:

<u>Names</u>	<u>Allocation of Profits and</u>	
	<u>Losses</u>	<u>Capital Interests</u>
MARY SUSAN BLOUT	58.00%	58.00%
ANGELINA VENTOURIS	15.00%	15.00%
STEVEN BYRNE	15.00%	15.00%
DYLAN HANDY	6.00%	6.00%
DANIEL MAILHIOT	6.00%	6.00%

2.6 Profits Interest

The Members may authorize the Manager(s) to issue from time to time “Profits Interests” in the Company. Such Profits Interests shall be nonvoting interests. The Profits Interests may consist of either an interest in the profits of the Company only or an interest in both the profits and the capital of the Company. Each Profits Interest issued by the Company shall be evidenced by a written Subscription Agreement which shall specify the characteristics of each Profits Interest. If and to the extent such Profits Interests are issued by the Company, thereafter all items of income, gain, loss, deduction, and credit shall be allocated ratably among all Interests in the Company then issued and outstanding.

2.7 Risk of Forfeiture

Any Profits Interests issued by the Company may be subject to a “Risk of Forfeiture” meaning the Profits Interests may vest on one or more conditions including the completion of a term of service with the Company as outlined in the applicable vesting schedule of the respective Subscription Agreement. In the event a Profits Interest holder leaves the Company before completion of the applicable vesting period, the Company shall only be required to pay such Profits Interest holder his, her or its existing capital account balance and thereafter such Profits Interest shall be forfeited without any further obligation on the part of the Company. From and after the date on which any applicable Risk of Forfeiture terminates, the Profits Interest holders shall become Capital Interest holders (for purposes of the remainder of this paragraph, “Profits Interest Member”) and have the respective rights and obligations of Members as set forth in this Agreement. If any Profits Interest Member withdraws, the Company shall have the option to repurchase the interest of such Profits Interest Member. At the option of the Company, the respective repurchase amount may be paid in one installment or over a period of time not to exceed five (5) years with interest to be compounded and accrued on an annual basis at the rate of seven percent (7%) per annum. The Company shall deliver a promissory note to the respective Profits Interest Member whereupon such Profits Interest shall terminate and the rights and obligations of such Profits Interest Member shall be that of a creditor.

2.8 Allocation of Interim Distributions

Distributions, if and when made, as voted by the Voting Members, shall be made on the basis of the agreed value as set forth in the records of the Company of the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned.

2.9 Capital Contribution Execution Date

For purposes of this Agreement, a Capital Contribution made within ninety (90) days of execution of this Agreement shall be deemed to be made on the date of execution.

2.10 Return of Capital Contributions

No Member shall have the right to demand the return of his, her or its capital contributions except as herein provided.

2.11 Rights of Priority

Except as herein provided, the individual Members shall have no right to any priority over each other as to the return of capital contributions.

2.12 Interim Distributions

Distributions to the Members of net operating profits of the Company, as hereinafter defined, shall be made at such times as the Voting Members shall reasonably determine. Such distributions shall be made to the Members simultaneously.

For the purpose of this Agreement, “net operating profit” for any accounting period shall mean the gross receipts of the Company for such period, less the sum of all cash expenses of operation of the Company, and such sums as may be necessary to establish a reserve for operating expenses.

In determining net operating profit, deductions for depreciation, amortization, or other similar charges not requiring actual current expenditures of cash shall not be taken into account.

2.13 Evidence of Ownership

The Company may issue one or more certificates to the Members that evidence their ownership interest in the Company. Such certificates may show each Member’s Capital Interest in the Company in units. Such certificates may be signed by any one Manager of the Company. The Company may also issue one or more certificates to the holders of Profits Interests in the Company.

ARTICLE III
MANAGEMENT

3.1 General

Notwithstanding the foregoing, the management of the Company may be vested in one or more Managers who shall be chosen in the manner provided for herein. A Manager need not be a Member. A Manager may delegate some or all of such Member's or Manager's rights and powers to execute documents and act for and manage and control the business and affairs of the Company, and delegating by a management agreement or another agreement with, or otherwise to, other persons. The Manager may designate such persons as officers of the Company (hereinafter referred to as the "Officers") with powers as delegated in the sole discretion of the Manager. The Officers need not own Membership Interests. Officers will be reimbursed reasonable expenses but shall not be compensated for their activities as Officers if they own any Membership Interest. Officers who do not own Membership Interest may be reasonably compensated for their time and expertise. Unless otherwise provided in this Agreement, such delegation by a Manager shall not cause the Manager to cease to be a Manager of the Company.

3.2 Manager

The Voting Members have elected to appoint the Manager who shall be as follows:

MARY SUSAN BLOUT
38 Gould Street
Stoneham, Massachusetts 02180

The Manager shall serve until her successor is appointed as provided herein.

3.3 Voting

All Managers shall have the right to vote on a per capita basis as to the management and conduct of the business of the Company. Except as otherwise herein set forth, the following decisions of the Managers shall control: (1) if there is only one Manager, such Manager's decision shall control, (2) if there are only two Managers, the unanimous decision of the Managers shall control, and (3) if there are more than two Managers, the decision of a majority of the Managers shall control.

3.4 Limitation of Liability and Liability for Certain Acts

Each Manager shall perform his or her duties as Manager in good faith, in a manner he or she reasonably believes to be in the best interests of the Company, and with such care as an

ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the duties as Manager shall not have any liability by reason of being or having been a Manager of the Company. The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the operations of the Company. The Manager shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, willful misconduct or a wrongful taking by the Manager.

Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law.

3.5 Managers Have No Exclusive Duty to Company

A Manager shall not be required to manage the Company as his or her sole and exclusive function and he or she (or any Manager) may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Manager or to the income or proceeds derived therefrom. The Manager shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture.

3.6 Bank and Investment Accounts

The Managers may from time to time open one or more bank and/or investment accounts in the name of the Company, and the signatures of all Managers shall be required thereon, unless the Managers determine otherwise.

3.7 Indemnity of the Managers, Employees and Other Agents

To the maximum extent permitted under the Act, the Company shall indemnify the Managers and make advances for expenses to the maximum extent permitted under the Act. The Company shall indemnify its employees, and other agents who are not managers to the fullest extent permitted by law, provided that such indemnification in any given situation is approved by Members owning a majority interest.

3.8 Resignation

Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

3.9 Removal

At a meeting called expressly for that purpose, all or any lesser number of Managers may be removed at any time, with or without cause, by the decision of the Voting Members owning more than fifty percent (50%) of the Voting Capital Interests in the Company. The removal of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member unless the removal was for "cause". In such a case, the Member shall be deemed to have withdrawn from the Company. "Cause" shall mean proven embezzlement, intoxication or illegal drug use which materially interferes with job performance, absenteeism in excess of two times normal Company policy, wrongful disclosure of Company's confidential information, conflict of interest, gross insubordination, or conviction of a felony adversely affecting the ability of the Manager to carry on his or her normal duties.

3.10 Vacancies

Any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative vote of a majority of the remaining Managers then in office, provided that if there are no remaining Managers, the vacancy(ies) shall be filled by the affirmative vote of other Voting Members owning more than fifty percent (50%) of the Capital Interests in the Company. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative vote of a majority of the Manager then in office or by an election at an annual meeting or at a special meeting of the Voting Members called for that purpose or by the Members' unanimous written consent. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office and shall hold office until expiration of such term and until his or her successor shall be elected and shall qualify or until his or her earlier death, resignation or removal. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Voting Members and until his or her successor shall be elected and shall qualify, or until his or her earlier death, resignation or removal.

3.11 Salaries

The salaries and other compensation of the Managers shall be fixed from time to time by an affirmative vote of Voting and Non-Voting Members owning more than fifty percent (50%) of the Voting and Non-Voting Interests in the Company, and no Manager shall be prevented from receiving such salary by reason of the fact that he or she is also a Member of the Company.

ARTICLE IV

MEETINGS OF MEMBERS

4.1 Resignation

A Member may not voluntarily resign or withdraw from the Company prior to the dissolution and winding up of the Company.

4.2 Additional Members

Additional Members may be admitted only with the consent of all Members.

4.3 Annual Meeting

No annual meetings shall be required, except as may be required by applicable law.

4.4 Special Meetings

Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by majority vote of the Managers or by any Voting Member or Voting Members holding at least fifty percent (50%) of the Voting Capital Interests in the Company.

4.5 Place of Meetings

The Members may designate any place, either within or outside the Commonwealth of Massachusetts as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal place of business of the Company.

4.6 Notice of Meetings

Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the Managers or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Member at his, her or its address as it appears on the books of the Company, with postage thereon prepaid.

4.7 Meeting of all Members

If all of the Members shall meet at any time and place, either within or outside of the Commonwealth of Massachusetts and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting lawful action may be taken.

4.8 Record Date

For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution,

or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

4.9 Quorum

Voting Members owning at least a majority of the Voting Capital Interests in the Company, represented in person or by proxy, shall constitute a quorum at any meeting of the Voting Members. In the absence of a quorum at any such meeting, a majority of the Voting Capital Interests so represented may adjourn the meeting from time to time for a period not to exceed 60 days without further notice. However, if the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Voting Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Voting Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Capital Interests whose absence would cause less than a quorum.

4.10 Manner of Acting

If a quorum is present (other than in the case of dissolution), the decision of Voting Members owning more than fifty percent (50%) of the Voting Capital Interests in the Company present or represented or entitled to vote and voting on such matter shall be the act of the Voting Members unless the vote of a greater or lesser proportion or number is otherwise required by the Act, by the Certificate of Organization, or by this Agreement. Unless otherwise expressly provided herein or required under applicable laws, Voting Members who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Members vote or consent may vote or consent upon any such matter and their Capital Interests, vote or consent, as the case may be, shall be counted in the determination of whether the requisite matter was approved by the Members.

4.11 Proxies

At all meetings of Members a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

4.12 Action by Members Without a Meeting

Action required or permitted to be taken at a meeting of Voting Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Voting Member entitled to vote and delivered to the Managers of the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when written consents setting forth the action or actions so taken signed by the owners of more than fifty percent (50%) of the Voting Capital Interests (or such higher percentage as may be specified elsewhere in this Agreement) are obtained by the Company from the Voting Members entitled to vote, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

4.13 Waiver of Notice

When any notice is required to be given to any Member, a waiver thereof in writing signed by the Member entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE V

DISSOLUTION DISTRIBUTIONS

5.1 Dissolution Distributions

In the event that the Company shall hereafter be dissolved for any reason whatsoever, a full and general account of its assets, liabilities and transactions shall at once be taken. Such assets may be sold and turned into cash as soon as possible and all debts and other amounts due the Company collected. The proceeds thereof shall thereupon be applied as follows:

- (a) To discharge the debts and liabilities of the Company and the expenses of liquidation;
- (b) To pay each Member or his or her legal representative or its assignee any unpaid salary, drawing account, interest or profits to which he, she or it shall then be entitled and in addition, to pay to any Member his, her or it interim distributions or distribution due upon resignation, if any, and;
- (c) To divide the surplus, if any, among the Members or their representatives, to Members first for the return of their contributions, and second, respecting their limited liability company interests in the proportions in which the Members share in distributions.

5.2 Filing of Certificate of Cancellation

When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Members, a Certificate of Cancellation shall be executed in duplicate and verified by the person signing the Certificate, which Certificate shall set forth the information required by the Act. Duplicate originals of such Certificate shall be delivered to the Secretary.

5.3 Certificate of Cancellation

Upon the issuance of the Certificate of Cancellation, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Manager shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

5.4 Right To Demand Property

No Member shall have the right to demand and receive property in kind for his, her or its distribution.

ARTICLE VI

TRANSFERABILITY

6.1 General

Except in the case of a permitted transfer, as hereinafter provided in Section 6.3, a Member may not sell, transfer, gift or otherwise exchange a Membership Interest in the Company except with the consent of all Members, provided, however, a Membership Interest is assignable but the assignee of a Member's interest shall have no right to participate in the management of the business and affairs of the limited liability company, except upon the approval of all of the Members of the Company other than the Member assigning the Company interest.

An assignment of a Company interest does not entitle the assignee to become or to exercise any rights or powers of a Member; an assignment of a Company interest only entitles the assignee to share in such profits and losses, to receive such distribution or distributions, and to receive such allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled, to the extent assigned (an "Economic Interest"); and a Member ceases to be a Member and to have the power to exercise any rights or powers of a Member upon the voluntary assignment of all or any portion of the Member's Company interest.

The pledge of, or granting of a security interest, lien or other encumbrance in or against, any or all of the Company interest of a Member except with the consent of all Members, shall be prohibited.

6.2 Right of Assignee to Become Member

(a) An assignee of a Member's interest may become a Member upon the approval of all of the Members of the Company, however no consent is required from the Member who has voluntarily assigned his, her or its interest to the assignee.

(b) An assignee who has become a Member has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a Member under this Agreement and the Act. Notwithstanding the foregoing, an assignee who becomes a Member is liable for the obligations of the assignor to make contributions but is not obligated for liabilities, including the obligations of the assignor to make contributions unknown to the assignee at the time the assignee became a Member and which could not be ascertained from this Agreement.

(c) Whether or not an assignee of a Company interest becomes a Member, the assignor is not released from liability to the Company.

6.3 Permitted Transfers

Notwithstanding the foregoing, a Member may, without consent, transfer its interest in the Company to a revocable trust for the primary benefit of the Member's family (a "Permitted Transferee"), of which the transferor is the Donor and a Trustee thereof; and may transfer its interest in the Company upon death by will to a member of the transferor's family or to any trust in which the transferor's family as defined herein are the primary beneficiaries. The transferor's family shall mean the Member's then current spouse and the Member's lineal descendants. Any transfer, other than a transfer permitted under this Section 6.3, shall be considered an assignment of the Member's interest.

6.4 Put to Company for Gifts of Membership Interests

In the case of a transfer of a membership by gift to a Permitted Transferee, the Permitted Transferee shall have the right for thirty (30) days from and after the date of such gift to require the Company to repurchase the gifted interest, at the Permitted Transferee's option, for either (1) at price equal to the Fair Market Value (as determined below); or (2) a price equal to the Permitted Transferee's pro rata share of net asset value, attributable to such gifted interest, less a discount of 44%.

Fair Market Value of the gifted membership interest shall be based upon the Member's right, attributable to such gifted interest, to share in distributions from the Company and shall be determined by a qualified appraiser chosen by the Company. The cost of such appraiser shall be borne equally between the Company and the Permitted Transferee exercising such right.

6.5 Death or Incompetency of a Member

If a Member who is an individual dies or a court of competent jurisdiction adjudges the Member to be incompetent to manage the Member's person or property, the Member's personal representative may exercise all of the Member's rights for the purpose of settling the Member's estate or administering the Member's property including the power of an assignee to become a Member to the extent permitted in this Agreement. If a Member is a corporation, trust or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

6.6 IRC §754 Election

In the case of a transfer of a Membership interest on the death of a Member, the basis of the Company's property shall be adjusted in the manner provided in IRC §743 and the Company shall file such information as may be required by the Regulations to report an IRC §754 election. In any other case to which the elections under IRC §734 and IRC §743 may apply, the Managers shall make such determination from time to time.

ARTICLE VII

DISSOLUTION EVENTS

7.1 General

The Company shall have a perpetual existence but the Company shall be dissolved upon the affirmative vote or written consent of all the Capital Interests of the Company.

7.2 Death & Retirement not an Event of Dissolution

The death, insanity, the declaration of incompetency by a court of competent jurisdiction, retirement, resignation, expulsion, bankruptcy or dissolution of any Member or the occurrence of any other event that terminates the continued membership of any Member (including an assignment to a former spouse incident to divorce) shall not cause the limited liability company to be dissolved or its affairs to be wound up, and upon the occurrence of any such event, the limited liability company shall be continued without dissolution but such Member shall cease to be a Member and shall lose the right to vote as a Member notwithstanding the Capital Interest upon such event as though the interest had been assigned except in the case of death and the transferee is a Permitted Transferee.

ARTICLE VIII
MISCELLANEOUS

8.1 Nature of Limited Liability Company Interest

A Membership Interest is personal property and a Member shall have no interest in specific Company property.

8.2 Debts, Obligations & Liabilities of Company

The debts, obligations and liabilities of the Company, whether arising in tort, contract or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member or Manager shall be obligated personally for any debt, obligation or liability of the Company solely by reason of being a Member or Manager.

8.3 Accounting Year, Books, Statements

The Company's fiscal year shall commence on January 1 of each year and shall end on December 31 of each year. Full and accurate books of account shall be kept at such place as the Managers may from time to time designate, showing the condition of the business and finances of the Company; and each Member shall have access to such books of account and shall be entitled to examine them at any time during ordinary business hours. At the end of each year, the Managers shall cause the Company's accountant to prepare a balance sheet setting forth the financial position of the Company as of the end of that year and a statement of operations (income and expenses) for that year. A copy of the balance sheet and statement of operations (income and expenses) for that year shall be delivered to each Member as soon as they are available.

8.4 Titles and Subtitles

Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of the Company Operating Agreement.

8.5 Words and Gender or Number

As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

8.6 Execution in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be taken to be an original.

8.7 Severability

In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

8.8 Effective Date

This Agreement shall be effective only upon execution by all of the proposed Members.

8.9 Waiver

No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the person or party against whom charged.

8.10 Applicable Law

This Agreement and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of the Commonwealth of Massachusetts and specifically the Massachusetts Limited Liability Company Act at M.G.L. c.156C, without regard to any principles of conflicts of law.

8.11 Assignment

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, executors, administrators, successors and assigns.

8.12 Arbitration

Any controversy or claim arising out of or relating to this Agreement shall only be settled by arbitration in accordance with the rules of the American Arbitration Association, one Arbitrator, and shall be enforceable in any court having competent jurisdiction. In addition, the prevailing party shall be awarded costs and a reasonable attorney's fee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Members have executed this Agreement as of the date first above written.

MEMBERS

Mary Susan Blout

MARY SUSAN BLOUT

Dylan Handy

DYLAN HANDY

Angelina Ventouris

ANGELINA VENTOURIS

Steven Byrne

STEVEN BYRNE

Daniel Mailhiot

DANIEL MAILHIOT

**OPERATING AGREEMENT
DMS TRINITY, LLC
SCHEDULE A**

<u>Name</u>	<u>Property Contribution</u>	<u>Value</u>	<u>Voting Units</u>	<u>Non-Voting Units</u>
MARY SUSAN BLOUT	Consulting Services and Project Management and \$100,000.00	\$	580.0	5,220.0
ANGELINA VENTOURIS	\$250,000.00	\$	150.0	1,350.0
STEVEN BYRNE	\$250,000.00	\$	150.0	1,350.0
DYLAN HANDY	\$100,000.00	\$	60.0	540.0
DANIEL MAILHIOT	\$100,000.00	\$	60.0	540.0
Total			1,000.0	9,000.0

**SECOND AMENDMENT TO
DMS TRINITY, LLC**

WHEREAS, DMS Trinity, LLC (hereinafter “Company”), is a Massachusetts Limited Liability Company, was organized and filed with the Secretary of State of the Commonwealth of Massachusetts on April 19, 2019, by its Members; and

WHEREAS, the provisions of **ARTICLE 4.2** of said operating agreement allows Additional Members to be admitted with the consent of all Members;

WHEREAS, the Members have all consented to admitting Denis Pinhone Dos Santos as a Member of the Company owning Two Hundred and Forty (240) Voting Units and Two Thousand, One Hundred and Sixty (2,160) Non-Voting Units of the Company;

WHEREAS, the provisions of **ARTICLE 4.12** of said operating agreement allows for this action without a meeting.

WHEREAS, the Member’s execution of this Amendment shall be deemed consent of Denis Pinhone Dos Santos as a Member pursuant to the terms of the Company’s operating agreement;

WHEREAS, the execution of this Amendment by Denis Pinhone Dos Santos shall be deemed acceptance as a Member pursuant to the terms of the operating agreement;

NOW THEREFORE, the undersigned Members of the Company, hereby amend said operating agreement as follows:

ARTICLE 2.5 shall be deleted in its entirety and a new **ARTICLE 2.5** shall be substituted as follows:

2.5 Allocation of Profits & Losses

Profits and Losses shall be allocated in proportion to the Capital Contributions made by each Member to the extent they have been received by the Company and have not been returned (hereinafter, “Capital Interests”). It is agreed that the allocation of Profits and Losses and the Capital Interests of each Member in the Company shall be (unless otherwise modified by an agreed upon Additional Capital Contribution or in the case of the issuance of a Profits Interest) as follows:

<u>Names</u>	<u>Allocation of Profits and Losses</u>	<u>Capital Interests</u>
MARY SUSAN BLOUT	36.00%	36.00%
DENIS PINHONE DOS SANTOS	24.00%	24.00%
ANGELINA VENTOURIS	15.00%	15.00%
STEVEN BYRNE	15.00%	15.00%
DYLAN HANDY	6.00%	6.00%
BRIAN COLLINS	4.00%	4.00%

SCHEDULE A shall be deleted in its entirety and a new SCHEDULE A shall be substituted as follows:

**OPERATING AGREEMENT
DMS TRINITY, LLC
SCHEDULE A**

<u>Name</u>	<u>Property Contribution</u>	<u>Value</u>	<u>Voting Units</u>	<u>Non-Voting Units</u>
MARY SUSAN BLOUT	Consulting Services and Project Management Attorney costs, licensing fees, and application costs	\$	360.0	3,240.0
DENIS PINHONE DOS SANTOS	\$	\$	240.0	2,160.0
ANGELINA VENTOURIS	\$	\$	150.0	1,350.0
STEVEN BYRNE	\$	\$	150.0	1,350.0
DYLAN HANDY	\$	\$	60.0	540.0
BRIAN COLLINS			40.0	360.0
Total		\$	1,000.0	9,000.0

The Members affirm all other provisions of said operating agreement of said Company as if they were fully and completely rewritten herein.

IN WITNESS WHEREOF, the undersigned Members in acknowledgment of the **SECOND AMENDMENT** herein created, sets their hands and seals this ____ day of March, 2021.

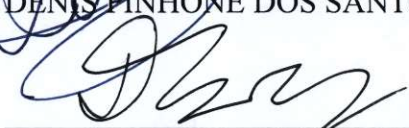
ORIGINAL SIGNATURES ON FILE



MARY SUSAN BLOUT



DENIS PINHONE DOS SANTOS



DYLAN HANDY



ANGELINA VENTOURIS



STEVEN BYRNE



BRIAN COLLINS

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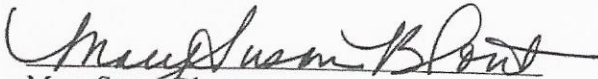
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AFFIDAVIT OF MARY SUSAN BLOUT

I, Mary Susan Blout, Manager of DMS Trinity LLC, hereby certify and confirm that DMS Trinity LLC currently has no employees. As such, DMS Trinity LLC is unable to register with the Department of Unemployment Assistance until such time as it has hired employees, and therefore is unable to provide a Certificate of Good Standing from the Department of Unemployment Assistance.

Signed under the pains and penalties of perjury this 7th day of March 2022.


Mary Susan Blout

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

March 7, 2022

Then personally appeared the above-named Mary Susan Blout, proved to me through satisfactory evidence of identification which was personal knowledge, and acknowledged the foregoing instrument to be their free act and deed, before me.



Notary Public: Sheila E. Grant
My commission expires: 12/9/22



*DMS Trinity, LLC
38 Gould Street
Stoneham, MA 02180*

PLAN FOR INSURANCE

DMS shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

If DMS documents an inability to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a), it will put in escrow a sum of no less than \$250,000 or such other amount approved by the Commission, to be expended for coverage of liabilities.

If such an escrow is required, the escrow account required pursuant to 935 CMR 500.105(10)(b) will be replenished within ten business days of any expenditure.

DMS shall make reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

BONACORSO

Established Since 1956



December 16, 2020

DMS Trinity LLC
38 Gould Street
Stoneham MA 02180

RE: Insurance for Cannabis Retail Store

Dear Mary Susan,

This letter serves as confirmation, our office, has hard copy approved quotations for your Cannabis Retail Store endeavor.

Our office can provide your company the following lines of business insurance:

- Auto Liability
- Bonding
- Business Personal Property
- Business Income/Loss of Rents
- Crime
- Cyber Liability
- Employee Dishonesty
- Employment Practices Liability
- General Liability
- Inland Marine
- Motor Truck Cargo
- Professional Liability
- Umbrella/Excess Liability
- Workers Compensation
- Health, Dental, Vision, Short and Long Term Disability, and Life insurance coverages

If you need any additional information or have any questions, feel free to call me.

Thanks for your business,

Michael Bonacorso
Vice President



BUSINESS PLAN

EXECUTIVE SUMMARY

DMS Trinity, LLC is a Massachusetts cannabis retail store whose mission is to enable a diverse group of professionals to uncover cannabis's scientific potential, and to help set industry standards for retail operations.

With cannabis prohibition rapidly vanishing nationwide, DMS stands ready to provide opportunities for individuals who have been disproportionately impacted by Federal and State Law surrounding the war on drugs.

DMS will be a cannabis retailer. DMS may package and label manufactured goods produced in Massachusetts under its own retail store logo. With a focus on retail business, DMS will distribute high quality cannabis products at competitive prices and provide opportunities for qualified innovators with realistic ideas to enter the cannabis industry as partners with DMS. DMS intends to work with aspiring cannabis entrepreneurs who have ideas for new technology, research, and ancillary cannabis products. DMS will assist these innovators, and, after proper licensing, give them the ability to enter the market where they do not have necessary capital to do so otherwise.

DMS will encourage education and the dissemination of information regarding cannabis and its related products. DMS will bring together Massachusetts industry leaders for educational lectures at our retail space. It is DMS's goal to provide space for the development of a better understanding of cannabis and help remove the decades long stigma unnecessarily associated with marijuana.

DMS intends to open its retail location in the City of Chelsea, Massachusetts and provide the residents of Chelsea and surrounding communities a convenient, accessible, safe, locally owned, staffed, and operated marijuana retail store. DMS will be open convenient hours so clients have multiple times to visit and purchase.

DMS aims to provide a safe and modern retail purchase environment utilizing local talent of all ages, races, creeds, sexual orientations, to share with Chelsea both CBD and THC based products in flower and derivatives – edibles, infused beverages, topicals, vapes, and concentrates.

In addition, DMS is a company is majority woman and minority owned and operated business, with a specific focus on providing a living wage to its employees. The business was started by two women who saw an opportunity to shift the tide of drug abuse they have seen plaguing communities throughout the Country. Each is a mother of three children and have seen the devastating impact of the opioid crisis. The goal was to use the legalization of cannabis for education and to provide a less harmful option to help combat this crisis. A secondary benefit is providing an option to consumers seeking the medicinal benefits of marijuana, including pain relief and seizure control, without the stigma of a medical evaluation for a medical marijuana card.

DMS's commitment to hiring minorities, LGBT-Q, and woman to staff and manage the operation is a central part of its mission and identity. DMS will employ both upstanding local community members and those who may have had a previous criminal infraction related to cannabis. DMS intends to meet the hiring requirements of the Massachusetts Cannabis Control Commission. DMS will implement rigorous due diligence and quality assurance protocols to ensure products sold are of the highest consistency and quality and our staff will provide a best-in-class customer experience. Our local approach will provide high paying jobs to Chelsea residents while obtaining our product locally in order to prevent profits from leaving the greater Chelsea area.

With its singular focus on retail sales, and with multiple letters of intent with licensed manufacturers and growers already in its possession, DMS has a significant advantage over other companies seeking licensure. DMS anticipate \$7.644-8.736mm

in revenue for the first year with no likely profit margin in year one. DMS intends to support financial and educational programs in Chelsea, including scholarships. DMS will also provide financial support to addiction services and educational curriculum for pre-school through high school students in the public, charter, and private schools in Chelsea; as well as a 3% excise tax to help improve City services. In addition, DMS will be highly focused on utilizing local businesses, this in turn will increase money spent in our City and allow for more locally based jobs to be created.

Mary Susan Blout will be managing the retail operations and has a group of investors who have much experience in retail sales, social media, marketing, and capital to assist her. In addition, DMS is working with a Cannabis Retail Consultant who will assist in the hiring and setting up of the operation and its policies and procedures.

DMS is also contracting with a retired Pharmacologist to consult on educational materials and deeper informational content for the retail customers. (i.e. drug interactions).

MARKET ANALYSIS

Due to municipal regulatory barriers and a lengthy application process, the Massachusetts recreational cannabis market has a much slower operation process than other recreational states. The Cannabis Industry in Massachusetts has just begun to expand and has done so methodically and slowly allowing those who can meet the high barriers to entry to have a reasonable period of time to develop their brand and client base. DMS hopes to be operational in late 2022.

Massachusetts adult use recreational market is expected will grow from \$800 million in 2019 to \$1.1 billion in 2020. Headset, a national analysis firm, said cannabis sales in the adult-use market are divided as follows: 21-29-year old have 23% market share; 30-39-year-old's have 36% market share; 40-49-year old's have 26%; market share; and 50+ year olds have 17% market share. The average male customer is 37 years old and accounts for 68.9% of the market, while the average female customer is 38 and takes 31.1%. Consumers spend between \$25 - \$50 per trip, with 8.2% of consumers spending more than \$100.

All entrants to the City of Chelsea market have the ability to enter at the same time. There are a large number of licenses available for the size of the population; however, most bordering cities and towns have a moratorium on the retail sale of Cannabis at this time. This will have the effect of pushing demand into the Chelsea market.

MARKETING AND SALES PLAN

DMS's business is technology driven and will utilize all social media marketing tools available to reach the adult recreational cannabis consumer. The key message to the public is DMS is part of a newly regulated industry and it intends to work closely with regulators to provide a safe and secure environment for every adult to enjoy the benefits of Cannabis.

As allowed under Massachusetts Law and Cannabis Control Commission regulations, DMS intends to use the following various media platforms to reach the adult marketplace such as:

- Media advertising (newspaper, magazine, television, radio);
- Seminars or business conferences;
- Facebook, Twitter, Snapchat;
- Word of Mouth; and
- Fixed signage.

AWARENESS OF POSITION

DMS possesses a complete self-awareness of its position within the market. As a new start-up, DMS must demonstrate its ability to compete while addressing the concerns and challenges facing the cannabis industry. While as a new start-up, DMS certainly faces challenges, it also possesses unique strengths that make it well situated to experience great success. Those strengths are:

- A highly developed industry network;
- A high value market;
- Positive relationship with local decision-makers;
- Long-term retail development focus;
- Proactive compliance with well-established controls;

- Technology assets in place;
- Letters of Intent for supply chain needs;

The challenges DMS faces include:

- High startup and operational capital in a relatively new field;
- New to the market;
- Limited or higher cost for access to banking;
- Unexpected regulatory changes;
- Overcoming years of stigma; and
- High state and federal taxes.

These challenges and strengths combine for significant opportunity. Among the opportunities DMS foresees are:

- Its position as an early participant in the potentially \$100B industry in the United States and worldwide;
- Its position as one of the first cannabis businesses in Chelsea;
- Its possession of a dynamic management team seeking to take advantage of technology, development opportunities and its own unique internal strength borne of an enormously diverse founders group;
- Its ability to expand both locally and nationally as other states expand legalized recreational cannabis.

FINANCIAL PROJECTIONS

With these factors in mind, DMS has set forth financial projections demonstrating its ability to reach stabilization within a short period of time. These financial projections are based various best guesses, taking into account industry age, demographics, increasing competition etc. As a private company these projections are confidential and can be presented for private viewing.

SUMMARY

DMS will be next generation start-up bringing diversity, technology, education and a commitment to its community to Chelsea. With a focus on promoting the interests of underrepresented populations and encouraging entrepreneurialism among impacted communities, DMS will help in paving the way towards a business community whose interests go beyond profits to the best interests of its clients and neighbors.



Energy and Environment

Energy

DMS TRINITY LLC, will seek to identify opportunities to reduce energy usage and costs through energy efficient equipment and operations and provide a plan for implementation of such opportunities. Lighting in the retail space, cultivation, and back-office operations. Heating and air conditioning are also large drivers of energy use.

DMS TRINITY LLC, will seek energy professionals who will review facility and equipment needs and make recommendations for optimal facility equipment choices based on energy usage.

DMS TRINITY LLC, will seek strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage). As well, renewable energy such as solar panels will be considered to reduce and stabilize energy costs.

Transporters and Delivery

DMS TRINITY LLC, where allowed to operate as a transporter/delivery operator, recognizes this to be different from other license types because their energy use is derived primarily from vehicles instead of buildings. **DMS TRINITY LLC**, will utilize vehicles that are Hybrid or electric platforms or use alternative fuels – such as biodiesel, electricity, and natural gas – help to reduce carbon emissions.

Energy Efficiency Standards & Reporting for Cultivation Facilities

DMS TRINITY LLC, where allowed to perform cannabis cultivation with three energy uses: (i) horticultural lighting; (ii) dehumidification; and (iii) HVAC. To mitigate the impact of increased energy usage, and associated costs and greenhouse gas emissions, **DMS TRINITY LLC**, will follow specific operational requirements adopted for Cultivation Facilities in the adult-use and medical-use marijuana regulations.

DMS TRINITY LLC, will document compliance with the energy efficiency requirements of the regulations, materials must be submitted at three different points in the licensure/renewal process and be maintained throughout operations:

- Application: A Cultivation Facility must maintain written operating procedures that demonstrate compliance with the energy efficiency standards in the regulations. A summary of such procedures must be submitted as part of the Management and Operations Profile
- Architectural Review: As part of the Architectural Review process, building and equipment information should be submitted at the same time as building plans after receipt of a Provisional License
- Operations & Renewal: A Cultivation Facility must continue to maintain written operating procedures on energy usage for the duration of its operations. When it comes time for renewal, a Cultivation Facility must provide information regarding its energy and water consumption usage. This information must be included every year that a renewal application is submitted.

Building Envelope

DMS TRINITY LLC, will update where possible building insulation, roofs, windows, doors, walls, etc. Having a tight building envelope is fundamental to good energy performance to prevent: wasted energy, increase energy costs, and may help with ancillary impacts like escaping smell.

Lighting

DMS TRINITY LLC, where allowed to have a canopy containing mature plants at any point in time, including all of the space(s) within the boundaries, Canopy may be noncontiguous, but each unique area included in the total Canopy calculations shall be separated by an identifiable boundary which include, but is not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedge rows, fencing, garden beds, or garden plots. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total Canopy calculation.

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 Canopy.

Horticulture Lighting Power Density (HLPD) is a measure of total watts of HLE per total Horticulture Lighting Square Footage ($HLE / HLSF = HLPD$), expressed as number of watts per square foot.

Indoor and some greenhouse cultivators use HLE to grow plants. These lights are very powerful and have significantly higher energy use and light intensity compared to typical screw-in light bulbs. As there are numerous horticultural lighting technology options, the regulations set forth two lighting compliance options to provide flexibility for Cultivators to make technology decisions that meet the requirements. It is important to note that long-term exposure to horticultural lighting may impact vision. Eye safety protocols must be established prior to the time of initial operations and regularly updated and implemented as part of the Cultivation Facility's detailed written operating procedures.

These eye protection requirements are in addition to any other safety protocols required under state, federal, or local law (e.g., OSHA).

Cultivators must demonstrate compliance with either: (1) the HLPD standard; or (2) the Horticultural Lighting Qualified Product List (Horticultural QPL):

1. HLPD: HLPD must not exceed 36 watts per gross square foot, but for Tier 1 and Tier 2 which must not exceed 50 watts per square foot.
HLPD is a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, expressed as number of watts per square foot. (HLE / HLSF = HLPD)
2. Horticultural QPL: All horticultural lighting used in a facility must be:
 - listed on the current Design Lights Consortium Solid-State Horticultural QPL or other similar list approved by the Commission as of the date of license application, AND
 - lighting Photosynthetic Photon Efficacy (PPE) is at least 15 percent above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 micromoles per joule ($\mu\text{mol}/\text{J}$).
3. Eye safety plan that includes the following
 - Safety protocols related to eye safety for those exposed to horticultural lighting;
 - Communication plan for how eye safety protocols will be communicated to employees;
 - How protective eyewear will be provided for anyone coming in to contact with active horticultural lights;
 - Signage that will be used to remind workers of eye safety;
 - Affirmation that the safety protocols will be reviewed and updated by the Cultivation Facility on an annual basis.

HVAC & Dehumidification Systems

DMS TRINITY LLC, where allowed to have HVAC and dehumidification for use in a Cultivation Facility Will use air conditioning to cool the air to offset heat generated from lighting.

Dehumidification is necessary to remove water, used by plants, from the air. The regulations require HVAC and dehumidification systems to meet Massachusetts Building Code requirements.

To demonstrate compliance, **DMS TRINITY LLC**, will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meets the Massachusetts State Building Code as specified in the regulations and that such systems have been evaluated and sized for the anticipated loads of the facility. The Professional Engineer (PE) providing the Energy Compliance Letter may also serve as a Licensed Mechanical Engineer, if the PE license covers mechanical engineering. The letter must include the following information:

- Certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet the Massachusetts State Building Code, and that HVAC and dehumidification equipment have been evaluated and sized for the loads of the facility;
- Total of tons of refrigeration (TR), thousands of British thermal units (BTUs) per hour (MBH), and a listing of all HVAC equipment to be installed.
- Total of tons of dehumidification (TD), and a listing of all dehumidification equipment to be installed, supported by equipment data sheets.
- Details about energy recovery equipment installed as part of the ventilation system.
- A listing of all odor mitigation equipment to be installed.

Exemptions

Indoor cultivation facilities may be exempt from the regulatory requirements for horticultural lighting, HVAC, and dehumidification systems if they are generating 80% or more of the total annual onsite energy use for all fuels (expressed on a MWh basis) from:

A clean or renewable generating source

- Solar photovoltaic or solar thermal electric energy
- Wind energy
- Ocean thermal, wave, or tidal energy
- Fuel cells using eligible Renewable Energy Portfolio Standard (RPS) Class I renewable fuel
- Landfill methane gas
- Hydroelectric
- Low-emission, Advanced Biomass Power Conversion Technologies using Eligible Biomass Fuel
- Marine or hydrokinetic energy
- Geothermal energy

Renewable thermal generation

- Air-Source Heat Pump
- Ground Source Heat Pump
- Deep Geothermal Heat Exchange Solar Thermal, Woody Biomass, Biogas
- Liquid Biofuels
- Compost Heat Exchange System

Operations & Renewal

DMS TRINITY LLC, where applicable shall maintain written operating procedures on energy usage for the duration of its operations. **DMS TRINITY LLC**, will continuously re-evaluate opportunities for energy conservation and the mitigation of their environmental impact as their operations are ongoing.

DMS TRINITY LLC, will provide energy and water reporting as part of the annual license renewal requirement.

Annual Energy and Environmental Reporting

1. **DMS TRINITY LLC**, where applicable will use the Cannabis PowerScore for annual reporting for electricity consumption. If non-electric fuels, such as natural gas consumption, other delivered fuels or clean or renewable energy generation are not yet available on the Cannabis PowerScore at the time of renewal, facilities may submit monthly usage information in a separate format.
2. **DMS TRINITY LLC**, where applicable will create an account on <https://www.cannabispowerscore.org> by clicking the “sign up” link, this will allow you to save work and return to it later. Creating an account is not required.
3. Complete information about your facility. The more information provided, the more you will learn in comparing to other facilities.
4. On the annual totals page, a **DMS TRINITY LLC**, where applicable will provide the following information,
 - Monthly

1. Electricity consumption (kWh and KW)
 2. Natural gas consumption (Therms) (*if available*)
 3. Other delivered fuels (specify fuel, gallons) (*if available*)
 4. Water consumption (gallons)
 5. Clean or renewable energy generation (kWh) (*if available*)
- Annual
 1. Total cannabis flower and byproduct (grams)
 2. Complete your submission.
 3. Print final Cannabis PowerScore report and include it as part of renewal application. Please ensure the following information is included on the printed submission:
 - Cannabis PowerScore report number
 - Production efficiency – grams per kwh
 - Monthly energy consumption/generation and water usage breakdown

Best Management Practices

A. Guidance on Best Management Practices for Water Use

Cannabis, whether in the form of industrial hemp or marijuana, has varying requirements in water and nutrient levels based on the method of cultivation.

Location of Facility and Source of Water

Water Use

DMS TRINITY LLC, where applicable will work with the municipality operating in around water it is allocated to use per year.

Seeds vs. Clones

DMS TRINITY LLC, where applicable, will strive to use seeds as they are known to be hardier and more resistant to stress and disease, and even though they need more water initially, the growing period for seeds is shorter than that of clones.

Outdoor Cultivation

DMS TRINITY LLC, where applicable, will review water needs, based on region, variety, and planting date. As outdoor large-scale cultivation of cannabis is new to Massachusetts, there is no data yet to confirm exact amounts of water required.

DMS TRINITY LLC, where applicable recognizes cannabis, requires most of its water be received by the plant within the first six weeks of cultivation, while metrics generally list watering averages over the lifespan of the plant. Flowering of the plant significantly decreases water uptake. Within that six-week period, it is critical that the plant experience neither drought nor flooding. Dry conditions hasten maturity and stunt the growth of the plant, whereas puddled areas of a field will kill seedlings within two days if not drained appropriately. Soil composition and conditions play a critical role in this.

DMS TRINITY LLC, where applicable recognizes varieties respond differently across agricultural regions, with variability in height, biomass, and chemical composition. It has been

found that it may take up to three years to develop a localized strain that is acclimatized to the conditions set forth in the region.

Indoor Cultivation

DMS TRINITY LLC, where applicable recognizes the benefit of indoor growing lies in being able to control the elements of the plant's environment and be able to produce multiple harvests in a year. This method of growing is much more intensive in its usage of energy, water, and chemicals. There are many different methods of cultivating the plants themselves. These methods include:

- Hydroponics (water medium)
- Pots/trays (soil medium)
- Aeroponics (plant suspended on wall, not as common)

In the more typical methods of cultivation (namely soil and hydroponics), medical marijuana studies have estimated that indoor grows require watering in quantities of 98"/room-year, or 40 gallons/room-day (one room = 250 sq. ft.).¹⁹ Hydroponically grown cannabis is much more water intensive than other crops. When grown indoors, however, facilities have the capacity to set up recycling systems that clean and filter used water to be recycled back into irrigation; which helps negate the amount of freshwater input into the system. Treating water and reusing treated water are activities that are regulated by MassDEP and require permits.²⁰ This water would need to be changed periodically, and nutrient levels can reach unusable points for the plants if not applied correctly.

DMS TRINITY LLC, where applicable for non-cannabis crops, indoor cultivation facilities with natural sun and/or ventilation present appear to provide a more balanced method of cultivation, as they are less energy and water intensive than a sealed indoor facility.

Monitoring and Reporting

DMS TRINITY LLC, where applicable recognizes water as a crucial resource in the growth of cannabis and in the functioning and operations of cannabis growing facilities. In addition to plant needs, water is also used for heating, processing, sanitary purposes, and landscaping on the property. Minimizing water loss from leaks as well as monitoring total water use as a complement to instituting best management practices help advance the water conservation goals of the Commonwealth.

DMS TRINITY LLC, where applicable will:

- install water meters;
- conduct regular water audits to determine the amount and location of water use;
- develop and implement a water savings strategy; and
- repair all leaks as quickly as possible.

Water Application Methods

1. **DMS TRINITY LLC**, where applicable recognizes there are several different methods of water application are used as standards in the horticultural industry. Whereas outdoor fields rely mostly on rainfall or irrigation in cases of drought, indoor facilities must install their own application systems. The most commonly used methods are as follows:
Flood tables utilize large, shallow tables that flood usually on an automated system and provide a layer of water and/or nutrients to plants growing in hydroponic mediums. Large

amounts of water are used for this method, but the water can be recycled through the system and used again after treatment via filtration and cleaning.

2. *Drip watering* involves irrigation systems that feed directly to each plant through thin drip tubes. The amount of water can be controlled directly or on an automated schedule, and virtually eliminates excess water waste or runoff from the plants.
3. *Wick systems* employ a reservoir that provides water and nutrients for a plant via capillary action through wicking material. Seedlings and newly vegetating plants are occasionally watered with this method since it is a simple system that does not require machinery or electricity. However, it is insufficient in supplying large plants with greater water needs.
4. *Hand watering* is one of the most common practices used since it requires relatively little equipment and expense initially or in maintenance. However, the amount of applied water varies greatly between applicators and there is a much larger potential for water being wasted through either over application or by missing the plant root systems. If hand watering is being used, the facility should have a good operating procedure on how to hand water.
5. *Aeroponics* uses spray nozzles to mist the stem or roots with nutrients. Larger operations will put the stem/root in a channel and have the spray nozzles line the channel, while others may use the bucket system in which the nitrified water and air are maintained in buckets.
6. *Nutrient film technique (NFT) Systems* use a very shallow nutrient solution that runs downward in a tube or tray toward the reservoir where it is reused. It is best used on smaller plants with a short crop cycle.
7. *Water culture systems* are systems where plants are suspended so roots hang down in nutrient solution and the reservoir is continually aerated.

Wastewater Disposal

DMS TRINITY LLC, where applicable recognizes indoor facilities utilize water recapture methods to save money and energy in their operations; this could be done through drain pipes and lines, ditches, dehumidifiers, or condensation recapture modules. The recaptured water requires treatment if it is to be reapplied to plants to prevent the growth and spread of microbial pathogens and to reduce the amount of ionic and toxic elements that can be introduced to the water through the addition of nutrients. Common practices include carbon filtration, which neutralizes salinity and other inorganic materials in the water, and reverse osmosis, which allows for close to 97% reuptake but produces a brine that is difficult to dispose of. Other chemicals may be added to clean the water before reapplication to reduce microbe levels.

DMS TRINITY LLC, may also employ the use of an aerobic treatment unit to reduce chemical and microbial levels in the returned water to a satisfactory level.²¹ Studies have shown that there is no significant difference in plant growth between the use of recycled water versus the use of freshwater.

Even with recapture methods, however, systems need to be flushed on occasion and new water introduced, especially in the event of pathogen outbreaks or from the presence of high levels of salts or ions that could be detrimental to crop growth and development. Water which is not reused must be discharged to a sewer or collected and stored in a certified holding tank for disposal at an approved facility. Note that water which is being disposed of cannot be discharged to an on-site septic system. If wastewater is being discharged out of the facility (e.g.,

to a Title 5 system, a sewer system, the ground, or surface waters), the proponent must contact their local

Best Management Practice Guides

DMS TRINITY LLC, where applicable recognizes water use on a crop should strike an appropriate balance between both agricultural needs for water and the need to conserve water. Conservation approaches include: proper irrigation scheduling in both timing (daily and seasonal) and volume, control of runoff, the uniform application of water, irrigation technologies, such as drip irrigation (where appropriate), and automated irrigation systems. The Massachusetts Water Conservation Standards (WCS) outline many approaches and best management practices that an agricultural entity should adopt that are environmentally and economically appropriate for their specific operation and site conditions. In addition, the WCS outlines standards and best approaches for indoor water use to ensure high levels of efficiency in structural items such as toilets and other water fixtures.

DMS TRINITY LLC, where applicable recognizes three best management practice categories listed below that are considered high priority and should be implemented, to the greatest extent practicable, by all cannabis growers. These practices, along with some others, can help reduce or mitigate strains to disposal and environmental systems and improve water and energy efficiency.

1. Soil health

- Determine the soil needs and develop a soil health management system to improve the health and function of the soil. Soils are an ecosystem that can be managed to provide nutrients for plant growth, absorb and hold rainwater for use during drier periods, filter and buffer potential pollutants from leaving fields, serve as a firm foundation for agricultural activities, and provide habitat for soil microbes to flourish.
- Consider using compost to help promote the health of the soil.
- Maintain adequate soil moisture based on crop needs for optimum plant growth without causing excessive water loss, erosion, or reduced water quality.

2. Watering methods

- Use water in a targeted, planned, and efficient manner with appropriate amounts and frequency to meet the needs of the crop without excessive water loss.
- Automation of watering systems is critical to reducing water waste and decreasing variability in plant health through overwatering. If automation is not financially feasible, water nozzles and other flow-reducing systems should be put in place to monitor and check flow rates.
- Micro-irrigation systems, such as subsurface drip irrigation, should be adopted if the facility is designed to be compatible for it.
- Establish an irrigation schedule based on the specific needs of the crop.
- Irrigation system efficiency should be evaluated on an annual basis.
- Where sprinkler systems are used for irrigation, the systems should be capable of uniform application of water with minimal evaporative loss and minimal surface run-off.

3. Water capture and reuse

- A water recapturing system should be used to recycle and reuse water so as to reduce the total amount of water used. Systems can include ones that capture

water from watering the plant and reusing and/or capturing water condensation from the HVAC system.

- Explore the options of capturing and using rainwater.

Other:

- Be knowledgeable of the municipal and state laws relative to water use.
- Choose a site that can manage the amount of water that will be used and will not impact other water users.
- Cultivators should consider utilizing greenhouses and outdoor settings to reduce the amount of energy and water required to maintain plant health.
- Monitor and document your water use.
- If cultivating outdoors, growers should be mindful of all other relevant agricultural and environmental protection regulations in place regarding watershed areas, buffer zones, irrigation runoff, erosion control, and soil amendments.
- Ensure that the appropriate dilution rates and application schedules are followed for any nutrients or cleaning solutions that are being used during cultivation or in treating water. Over application can lead to unnecessary contaminant levels in the water or poor plant health and require further treatment, more frequent system.

B. Guidance on Best Management Practices for Waste Management

Managing Solid Waste Materials

Under the waste ban regulations, the Massachusetts Department of Environmental Protection (MassDEP) considers cannabis plant material to be “commercial organic material.” This material is banned from disposal in the trash if a business generates one ton or more per week for disposal. If **DMS Trinity LLC** generates 1 ton or more of commercial organic material per week for disposal, it would need to divert this material from disposal, typically to a compost or anaerobic digestion operation. If **DMS Trinity LLC** generates less than 1 ton of plant material per week, the material may be disposed of in the trash, and per MassDEP **DMS Trinity LLC** would work to compost where possible.

Composting or AD

According to 935 CMR 500.105(12) cannabis plant parts and associated materials sent for composting or anaerobic digestion (AD) must first be ground and mixed with other organic materials such that the cannabis material is rendered unusable. Other organic materials may include growing media, soil, mulch, food waste, or agricultural material such as manure or other plant materials.

There are no unique requirements for hauling this material to a compost or anaerobic digestion facility. **DMS Trinity LLC** will work with the haulers currently servicing businesses in the area, or a hauler that has experience hauling other similar organic materials. The hauler will help determine which facility to deliver our material to, as well as the number and size of containers needed and if this cannot be found we will find a compost or AD facility accepting this material(s).

On-site composting:

In some cases, it may work well for an ME to compost materials on site. Composting on site requires sufficient space to construct and maintain a compost pile, as well as additional materials to mix with cannabis plant material to compost successfully.

Solid waste disposal:

DMS Trinity LLC will follow State requirements for disposing of cannabis waste must be ground and mixed with other solid wastes so that the material is rendered unusable. Suitable materials for mixing cannabis wastes for disposal include food waste, coffee grounds, manure, sawdust, or growing media. The best approach is to work with your existing waste hauler to provide this collection service. Cannabis wastes mixed with other solid waste can be brought to any permitted transfer station, landfill, or municipal waste combustion facility for disposal. Your solid waste hauler will typically determine the best nearby facility to deliver the waste to for disposal. A hauler can also help you determine what number and size of containers you need to meet your needs.

Storage, documentation, and recordkeeping:

Cannabis wastes will be stored in a secure and locked container and location prior to collection and two **DMS Trinity LLC** employees will witness and document how the marijuana waste is handled. **DMS Trinity LLC** where necessary will develop and maintain records for at least three years including:

1. How the cannabis waste is secured prior to collection;
2. The date the material is sent for composting, anaerobic digestion, or disposal;
3. The type and amount of material managed;
4. The name, location, and type of facility to which the material was delivered. The facility can provide a scale or load ticket that includes all of this information.
5. The manner of disposal or handling; and
6. The names and signatures of the two agents who witness the material management.

This three-year period is extended for the duration of any enforcement action and also may be extended by an order of the Commission.

Hazardous Waste Management

If, **DMS Trinity LLC** generates waste requiring it be managed as hazardous waste(s) such as: spent lighting, pesticides, solvents, used oil, or other chemicals used in facility operation and maintenance.

C. Guidance on Best Management Practices for Integrated Pest Management

DMS Trinity LLC shall use best practices to limit contamination including, but not limited to, mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana, mildew, and any other contaminant identified as posing potential harm.

The Plant – *Cannabis sativa* L23

Cannabis can be grown outdoors as a field crop, indoors in greenhouses, or in grow rooms. Each cultivation method has specific pest and disease problems that may arise due to the different conditions presented by each setting. For example, the high humidity environment of a

grow room provides ideal conditions for fungal pathogens. Cannabis grown outdoors may be susceptible to vertebrate pests such as deer and mice as well as larger insect pests, such as stem borers. Whether the cannabis crop is grown indoors or outdoors, cultivators should be prepared with the knowledge to prevent, identify, and control pests using Integrated Pest Management.

Integrated pest management (IPM) is an approach to pest control that applies a combination of methods to manage pest problems. The primary objective of IPM is to prevent, reduce, or maintain pest populations at non-damaging levels by utilizing mechanical, physical, and biological controls to reduce the need for reliance on chemical pesticides. In Massachusetts, IPM is defined under 333 CMR 14.02 as:

A comprehensive strategy of pest control whose major objective is to achieve desired levels of pest control in an environmentally responsible manner by combining multiple pest control measures to reduce the need for reliance on chemical pesticides; more specifically, a combination of pest controls which addresses conditions that support pests and may include, but is not limited to, the use of monitoring techniques to determine immediate and ongoing need for pest control, increased sanitation, physical barrier methods, the use of natural pest enemies, and a judicious use of lowest risk pesticides when necessary.

IPM takes advantage of all available pest management strategies. It does not rely on a single pest control method, but rather establishes a way of evaluating the situation and determining the most environmentally safe or ecological solution.

The basic concepts that comprise an effective IPM strategy include:

1. Knowledge
 - o Identify the pests: accurate identification of pests is critical in determining the proper methods of control.
 - o Establish thresholds to determine when and if action is required to control pests before they reach damaging levels.
2. Prevention
 - o Inspect/quarantine plants entering closed environments to ensure you are not bringing in pests.
 - o Maintain controlled environments to inhibit growth of plant pathogens.
 - o Reduce habitat for potential pests such as poor drainage, standing water, or overgrown vegetation/weeds.
3. Monitoring
 - o Scout crops for evidence of pest damage. Use pest traps (like pheromone traps or yellow sticky cards) to determine presence and levels of insect pests.
4. Intervention
 - o If intervention is required to control pests, evaluate all the options to determine the least risky and most effective controls available, including cultural, mechanical, biological, and/or chemical methods.

Pesticide Use in Cannabis

DMS TRINITY LLC, where applicable will **follow** the prohibition under federal law, the United States Environmental Protection Agency (EPA) does not allow for the use of any registered pesticides in cannabis. Massachusetts pesticide laws follow federal laws, and thus registered pesticides cannot be applied to cannabis in Massachusetts. The Massachusetts Department of Agriculture has published an advisory regarding the use of pesticides on cannabis. As a result,

DMS TRINITY LLC, where applicable, will rely more heavily on other methods of management, as they have fewer available tools for use in pest control.

Indoor Cannabis Pest Prevention

Growing cannabis indoors is unique from other cultivation practices in that environmental factors such as ventilation and light are not naturally occurring. Instead, these inputs are produced and controlled by equipment. As with other crops, however, IPM starts with pest prevention.

DMS TRINITY LLC, where applicable will design and operate facilities to prevent the introduction and spread of pests.

Recommendations for indoor pest prevention include:

1. Keeping plants healthy: Healthy plants are more readily able to fight off pests or infections.
2. Sanitation: Keep your facility clean and organized. Seal potential points of entry for pests including cracks, crevices, and voids. Establish protocols to prevent pests from entering the facility on workers' clothing, shoes, or equipment.
3. Quarantine: Inspect all new plant material entering your facility for signs of infestation. Keep new plant material in a separate space for several days to ensure that signs of infestation do not present.
4. Maintain environmental conditions to minimize optimal pest habitat: Ensure humidity levels are appropriate and do not promote pathogen growth. Prevent standing water from forming and ensure that any reservoirs are sealed and filtered.
5. Inspections/monitoring: Regularly inspect plants for signs or symptoms of pest infestations. Place traps like yellow sticky cards in strategic locations to help detect early infestations of flying insect pests.

Outdoor Cannabis Pest Prevention

Cannabis grown outdoors is susceptible to a wide variety of pests including deer, insects, and fungi. Outdoor environments, by nature, are not as well controlled as indoor, and exclusion/prevention practices may be less effective against certain pests. In addition, the use of chemical controls is restricted, so cultural, mechanical, and biological controls have increased importance. **DMS TRINITY LLC**, where applicable will use the following outdoor cannabis pest prevention include:

1. Keeping plants healthy: Healthy plants are more readily able to fight off pests or infections.
2. Exclusion: Use fencing or netting to keep out unwanted pests like deer or birds.
3. Sanitation: Inspect all new plant material for signs of infestation. Keep new plant material in a separate location for several days to ensure that signs of infestation do not present.
4. Maintain field conditions to minimize optimal pest habitat: Remove any overgrown vegetation that may harbor insect pests. Prevent standing water and promote plant health.
5. Inspections/monitoring: Regularly inspect the crop for signs or symptoms of pest infestations. Place traps like yellow sticky cards in strategic locations to help detect early infestations of flying insect pests like moths or aphids.

Cannabis Pest Control Actions

DMS TRINITY LLC, where applicable will identify pest(s) using one or more of the four primary strategies available in a pest management program:

1. Cultural controls: Cultural controls modify the environment to make the cultivation operation an unaccommodating habitat for pests. They involve practices such as adjusting the irrigation schedule to combat root disease, reducing humidity to make the environment less hospitable to pathogenic fungus and shaping the canopy to facilitate superior airflow, or companion plantings to boost the populations of beneficial insects.

2. Mechanical controls: Mechanical controls use physical methods to trap, exclude, and remove pests, such as putting filters on air intakes, placing sticky traps in strategic locations to trap flying pests, removal of diseased plant material, or removal of weeds.
3. Biological controls: Biological controls utilize natural enemies (predators and parasites that deplete the health of a pest population) to directly attack pests. Biological control organisms can be extremely effective at maintaining pest populations below economic thresholds and preventing infestations from reaching damaging levels.
4. Chemical controls: Chemical controls should be used judiciously in any IPM program. Cannabis cultivators are limited in their options for chemical controls since Massachusetts prohibits the use of any pesticide with an EPA registration number. While there are minimum-risk (25(b)) pesticides available for use in cannabis cultivation, pesticides in general should not be used as a primary pest control method in cannabis.



Restricting Access to Individuals 21 or Older

In addition to the access restrictions stated in the Security measures, DMS Trinity/Trinity Naturals will:

- ensure that all employees and registered agents must be 21 years of age or older. *935 CMR 500.029 or 500.030.*
- ensure that all visitors must be 21 years of age or older. *935 CMR 500.002*
- ensure that all consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center. *935 CMR 500.050(5)*



Inventory, Quality Control and Testing Procedures

1. DMS will maintain real-time inventory as specified by the Commission and in 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
2. DMS will:
 - a. establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products finished and stored marijuana;
 - b. conduct a monthly inventory of stored marijuana;
 - c. conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
 - d. promptly transcribe inventories if taken by use of an oral recording device.
3. DMS will maintain a record of each inventory which shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
4. DMS will tag and track all plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.
5. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
6. DMS will create virtual separation of the products.

DMS Trinity, LLC/Trinity Naturals is responsible for 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)*

DMS Trinity, LLC/Trinity Naturals is responsible to ensure that all agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.

Any DMS Trinity, LLC/Trinity Naturals 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)*
- 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)*
- 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)*
- 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)*
- 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)*
- All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. *935 CMR 500.105(3)*.
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. *935 CMR 500.105(3)*
- Water supply shall be sufficient for necessary operations. *935 CMR 500.105(3)*
- 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)*
- The establishment shall provide its employees with adequate, readily accessible toilet facilities. *935 CMR 500.105(3)*
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. *935 CMR 500.105(3)*
- No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory. *935 CMR 500.140(9)*
- The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary. *935 CMR 500.160(2)*



Maintenance of Financial Records

DMS shall maintain all business records including maintaining all records in conformity with CMR 500.105 (9)(e), which shall also include but will be not be limited to all manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. 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 DMS, including members of the nonprofit corporation, if any.

Owner/Operator, Mary Susan Blout, is an experienced QuickBooks user. All daily financial transactions of the store will be captured in QuickBooks.

Robert G. Rice PC/Michele Summa will be providing accounting and tax services to DMS Trinity, LLC. Letter of Intent included. Michele Summa is familiar with the cannabis tax code, 280e.

DMS Trinity, LLC/Trinity Naturals is aware that it is prohibited from utilizing software or other methods to manipulate or alter sales data. *935 CMR 500.140(6) (required for retail only)*

DMS Trinity, LLC/Trinity Naturals shall conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data a. *935 CMR 500.140(6)*

DMS Trinity, LLC/Trinity Naturals shall maintain records that it has performed the monthly analysis. *935 CMR 500.140(6) (required for retail only)*

If DMS Trinity, LLC/Trinity Naturals determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission. *935 CMR 500.140 (required for retail only)*

DMS Trinity, LLC/Trinity Naturals shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. *935 CMR 500.140(6) (required for retail only)*

DMS Trinity, LLC/Trinity Naturals shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales. *935 CMR 500.140(6) (required for retail only)*

If DMS Trinity, LLC/Trinity Naturals is co-located, DMS Trinity, LLC/Trinity Naturals will maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). *935 CMR 500.140(6) (required for retail only)*



DMS shall provide at all times adequate training and staffing to ensure success of DMS, its goals as a business and participation in the community. In furtherance of such success, DMS shall provide written training policies and staffing generally and in conformity with all regulations and recommendations set forth in 935 CMR 500.105 and as amended, including but not limited to agent training as hereinafter provided.

MARIJUANA ESTABLISHMENT AGENT TRAINING.

- a) DMS shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, staff shall receive eight hours of on-going training annually.
- b) Responsible Vendor Training.
 - 1) All current owners, managers and employees of DMS that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor program to be designated a “responsible vendor.”
 - 2) All new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.
 - 3) Each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
 - 4) Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.
 - 5) DMS shall maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
 - 6) Certification Training Program Standards.
 - (a) No owner or employee of the responsible vendor program utilized by DMS shall have an interest in DMS;
 - (b) DMS shall require that the program providers utilized shall have submitted their programs to the Commission every two years for approval as a responsible vendor program;
 - (c) The program shall include at least two hours of instruction time;
 - (d) The program shall be taught in a real-time, interactive classroom setting where the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual identified;

- (e) DMS shall require that the program provider utilized shall maintain its training records at its principal place of business during the applicable year and for the following three years;
 - (f) DMS shall require that the provider make the records available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours;
 - (g) The program shall provide written documentation of attendance and successful passage of a test on the knowledge of the required curriculum for each attendee;
 - (h) Attendees who can speak and write English must successfully pass a written test with a score of 70% or better;
 - (i) Attendees who cannot speak or write English may be offered a verbal test, provided that the same questions are given as are on the written test and the results of the verbal test are documented with a passing score of 70% or better; and
 - (j) DMS shall require that program providers shall solicit effectiveness evaluations from individuals who have completed their program.
- 7) Certification Training Class Core Curriculum.
- (a) Discussion concerning marijuana's effect on the human body. Training shall include:
 - (i) Marijuana's physical effects based on type of marijuana product;
 - (ii) The amount of time to feel impairment;
 - (iii) Visible signs of impairment; and
 - (iv) Recognizing the signs of impairment.
 - (b) Diversion prevention and prevention of sales to minors, including best practices;
 - (c) Compliance with all tracking requirements; and
 - (d) Acceptable forms of identification. Training shall include:
 - (i) How to check identification;
 - (ii) Spotting false identification;
 - (iii) Medical registration cards issued by the DPH;
 - (iv) Provisions for confiscating fraudulent identifications; and
 - (v) Common mistakes made in verification.
 - (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
 - (i) Local and state licensing and enforcement;
 - (ii) Incident and notification requirements;
 - (iii) Administrative and criminal liability;
 - (iv) License sanctions and court sanctions;
 - (v) Waste disposal;
 - (vi) Health and safety standards;
 - (vii) Patrons prohibited from bringing marijuana onto licensed premises;
 - (viii) Permitted hours of sale;

- (ix) Conduct of establishment;
 - (x) Permitting inspections by state and local licensing and enforcement authorities;
 - (xi) Licensee responsibilities for activities occurring within licensed premises;
 - (xii) Maintenance of records;
 - (xiii) Privacy issues; and
 - (xiv) Prohibited purchases and practices.
- (f) DMS shall utilize any other such training as determined by the Commission to be included in a responsible vendor training program.



Personnel Policies Plan Including Background Check

DMS will maintain an employee manual intended to outline the guidelines, which govern the employment of all DMS personnel, and provide a general overview of the benefits and policies of DMS in accordance with applicable state and federal laws, and in compliance with policies and procedures of 935 CMR 500. The policies and procedures shall also include, but not be limited to, the following:

1. DMS shall have job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions. Positions include but are not limited to:
 - a. Budtenders
 - b. Front Door
 - c. Security
 - d. Cleaners
 - e. Marijuana or Edibles Packager
 - f. Manager
2. DMS shall maintain 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 DMS 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
3. DMS shall maintain a staffing plan that will demonstrate accessible business hours.
4. DMS shall propagate personnel policies and procedures.

5. DMS shall perform all background check reports obtained in accordance with 935 CMR 500.030.

6. DMS shall insure that all employees properly report and record their time. The company will have an online portal for employees to enter and manage their time entries and pay slips. Vacation, personal/sick time and holidays will be discussed with all employees in advance of hire.

7. DMS shall provide its employees a workplace that is free of harassment, intimidation, or discrimination because of a person's race, religion, color, sex/gender, age, marital status, national origin, sexual orientation, citizenship, disability, veteran or military status, political belief, pregnancy, or any other characteristic protected by law. DMS will not tolerate such conduct. The DMS manual shall be executed by each employee setting forth that he or she has received a copy of the employee handbook and understands the policies and procedures.

8. DMS will immediately dismiss any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor per 935 CMR 500.105(1). DMS will do the following upon learning of a case of diversion:

- a. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
- b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
- c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of any Other Jurisdiction.

Drug-Free Policy

As required by federal law, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited while on Trinity Naturals premises and/or while conducting Trinity Naturals business. If one participates in any of these activities, one is subject to disciplinary action by DMS Trinity, LLC up to and including termination of employment. Any employee who is convicted of a criminal drug violation in the workplace must notify the DMS Management within five calendar days after such conviction. DMS is required to report such information to the applicable federal government agency within ten days of receiving such notification. DMS is also required, within 30 calendar days of receiving notice, to take appropriate personnel action against the employee, up to an including termination, or requiring the employee to participate satisfactorily in an appropriate drug abuse assistance or rehabilitation program.

Confidentiality/Records Retention Policy

This policy encompasses all documents in all their forms, electronic and hard copy, throughout their lifecycle. Some examples are documents such as memos, contracts, account information, e-mails, etc. The following types of documents are among those covered by this policy:

- a. Accounting documents. This includes, but is not limited to, evidence of revenue, expense receipts, and other business transactions.
- b. Business records. This includes, but is not limited to, articles of incorporation, bylaws, corporate records, records associated with bond issuances, insurance policies, and binders.
- c. Tax records. This includes, but is not limited to, tax returns and documents used to support statements made in these returns.

- d. Personnel records. This includes, but is not limited to, resumes, applications, job descriptions, performance reviews, employment contracts, waivers signed by the employees, termination notices, and any document concerning an employee's qualifications, promotion, transfer, compensation, discipline or termination.
- e. Legal records. This includes, but is not limited to, all documents regarding receipt, use and audits of use of federal funds, customer and supplier contracts, all programming related contracts and licenses, all litigation documents, all regulatory filings, and copyright and trademark registrations and patents.
- f. Electronic communications. This includes, but is not limited to, all e-mail, as email is a critical means of business communication and is subject to discovery in legal proceedings, as well as other forms of electronic communication such as instant messaging and web pages, which may also need to be retained.

Documents:

Accounts payable ledgers and schedules	8 years
Accounts receivable ledgers and schedules	8 years
Audit reports of accountants	Indefinitely
Bank reconciliations	8 years
Bank statements	8 years
Bond records	Indefinitely
Cash books	Indefinitely
Charts of accounts	Indefinitely
Checks (canceled, see exceptions below)	8 years
Checks (canceled for important payments, i.e., taxes, purchases of property, special contracts, etc.)	Indefinitely
Duplicate deposit slips	8 years
Electronic fund transfer documents	8 years
Expense analyses and expense distribution schedules	8 years
Financial statements (end-of-year, other months optional)	Indefinitely
General and private ledgers (and end-of-year trial balance)	Indefinitely
Invoices to customers	8 years
Invoices from vendors	8 years
Journals - Accounting	Indefinitely
Payroll records and summaries, pensions, payroll taxes	8 years
Petty cash vouchers	8 years
Purchase orders (purchasing department copy)	8 years
Receiving sheets	8 years
Subsidiary ledgers	8 years
Voucher register and schedules	8 years
Vouchers for payments to vendors, employees, etc. (including allowances and reimbursement of employees officers, etc., for travel and entertainment expenses)	8 years
W-4 forms	8 years
Notes receivable ledgers and schedules	8 years

Personnel Documents:

Accident reports and claims (settled cases)	8 years
Employee personnel records (after termination)	8 years
Employment applications	8 years
I-9s (after termination)	8 years after termination,
Immigration 0-1 files	8 years after termination
Insurance policies (expired)	Indefinitely
OSHA logs	8 years
OSHA Accident Logs	Indefinitely
Time books/cards	8 years

Business Documents:

Corporate Records (Articles of Incorporation; Board Minutes; By-Laws, etc.)	Indefinitely
Insurance policies and binders	Indefinitely

Tax Records:

Tax returns and worksheets, agents' reports, any documents relating to income tax liability	Indefinitely
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Real Estate and Physical Property Documents:

Construction documents	Indefinitely
Real Estate: Purchase/Sale Contracts, Leases, Licenses, Deeds, mortgages, , titles	Indefinitely
Depreciation schedules	Indefinitely
Inventories of products, materials, supplies	7 years
Property appraisals by outside appraisers	Indefinitely
Property records including costs, depreciation reserves, end-of-year trial balances, depreciation schedules, blueprints and plans	Indefinitely

Document Destruction Policy:

All paper documents that contain privileged and/or sensitive data in addition to those documents at “end of life” (end of retention period) that have been designated for destruction under this policy, are to be destroyed using a licensed and bonded third-party document destruction company. The destruction equipment will be brought on site and the destruction of the documents will be monitored by a designated person or persons assigned that responsibility under the supervision of DMS Management.



DIVERSITY PLAN - Chelsea

By following M.G.L. c. 94G, § 4, DMS Trinity, LLC (DMS), will focus its practices, to promote equity in hiring and by choosing vendors who focus on the following groups:

1. 40% Minorities - People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people.
2. 40% Women.
3. 5% Veterans.
4. 5% People with disabilities; and
5. 15% LGBTQ+ individuals.

Goals

- DMS will provide quality jobs and a living wage to those of diverse backgrounds and have a staff that more accurately reflects the diversity of the City of Chelsea where we will serve people of all races, creeds, and orientations. DMS seeks to have a staff consisting of 1. 40% Minorities - People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people; 2. 40% Women; 3. 5% Veterans; 4. 5% People with disabilities; 5. 15% LGBTQ+, and 6. 5% with prior drug convictions.
- DMS will always attempt to choose vendors of diverse backgrounds and who represent all races, creeds, and LGBTQ+. DMS seeks to vendors specifically consisting of 1. 10% Minorities - People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people; 2. 10% Women; 3. 5% Veterans; 4. 5% People with disabilities; 5. 20% LGBTQ+.

Strategies/Programs

1. Where possible advertise employment, opportunities tailored to diverse demographics with career centers AND with local LGBT publications, as well as leveraging social media platforms – Facebook and Instagram, and work with our Community partners at Fenway Community Health/AIDS Action in Roxbury.
2. Distribute newsletters encouraging current employees to recommend individuals falling into the above-listed demographics for employment with local LGBT publications, as well as leveraging social media platforms – Facebook and Instagram, and work with our Community partners at Fenway Community Health/AIDS Action in Roxbury.
3. f. In choosing vendors, paying particular attention to those where equal representation of workers across LGBTQ+ community, where every worker, whether man, woman, somewhere in between or neither, is treated with equal respect, dignity, and opportunity.

Measurements

- DMS will do measure its success in hiring practices and diversity in vendors by reviewing the following:

1. Number of individuals from the demographic groups hired and retained after the issuance of a license.
2. Number of vendors from the demographic groups listed after issuance of a license
3. If we find we are not meeting our goals we will take additional action to hit our goals by utilizing additional community resources to reach an even broader employee base.
4. Plan progress will be documented annually at renewal.

Additional Requirements

1. The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and
2. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.