



Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282279
Original Issued Date: 12/15/2023
Issued Date: 12/15/2023
Expiration Date: 12/15/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: FreeMarketMA LLC

Phone Number: 508-542-3050 Email Address: freemarketma@gmail.com

Business Address 1: 118 Bayview Avenue

Business Address 2:

Business City: Berkley

Business State: MA

Business Zip Code: 02779

Mailing Address 1: 401 Middle Road

Mailing Address 2:

Mailing City: Acushnet

Mailing State: MA

Mailing Zip Code: 02743

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

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: 25

Percentage Of Control: 25

Role: Owner / Partner

Other Role:

First Name: Timothy

Last Name: Reed

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 2

Percentage Of Ownership: 25

Percentage Of Control: 25

Role: Owner / Partner

Other Role:

First Name: Travis

Last Name: Alahmar

Suffix:

Gender: Male

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 3

Percentage Of Ownership: 25

Percentage Of Control: 25

Role: Owner / Partner

Other Role:

First Name: Nicholas

Last Name: Holt

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 25

Percentage Of Control: 25

Role: Owner / Partner

Other Role:

First Name: William

Last Name: Nixon

Suffix: Jr.

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: William

Last Name: Nixon

Suffix: Jr.

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$300000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Timothy

Last Name: Reed

Suffix:

Marijuana Establishment Name: FreeMarketMA LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Berkley

Marijuana Establishment State: MA

Individual 2

First Name: Travis

Last Name: Alahmar

Suffix:

Marijuana Establishment Name: FreeMarketMA LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Berkley

Marijuana Establishment State: MA

Individual 3

First Name: Nicholas

Last Name: Holt

Suffix:

Marijuana Establishment Name: FreeMarketMA LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Berkley

Marijuana Establishment State: MA

Individual 4

First Name: William

Last Name: Nixon

Suffix: Jr

Marijuana Establishment Name: FreeMarketMA LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Berkley

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 118 Bayview Avenue

Establishment Address 2:

Establishment City: Berkley

Establishment Zip Code: 02779

Approximate square footage of the Establishment: 5000

How many abutters does this property have?: 16

Have all property abutters have 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	FreeMarket MA Certification of HCA.pdf	pdf	648e2e5c6de15a000878c7bf	06/17/2023
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning w bylaw attached.pdf	pdf	648e2edd6de15a000878c7fb	06/17/2023
Community Outreach Meeting Documentation	Community Outreach Meeting Docs PART 1.pdf	pdf	648e33666de15a000878c8de	06/17/2023
Community Outreach Meeting Documentation	Community Outreach Meeting Docs PART 2.pdf	pdf	648e338d6de15a000878c8f2	06/17/2023

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	16 Positive Impact Plan with attachment.pdf	pdf	648e34f86de15a000878c972	06/17/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Timothy

Last Name: Reed Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: Travis

Last Name: Alahmar Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Owner / Partner

Other Role:

First Name: Nicholas

Last Name: Holt Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Owner / Partner

Other Role:

First Name: William

Last Name: Nixon Suffix: Jr.

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
Secretary of Commonwealth - Certificate of Good Standing	FreeMarketMA Good Standing 050523.pdf	pdf	648e4ce6d003570008f83b84	06/17/2023
Department of Unemployment Assistance - Certificate of Good standing	042923 DUA Good Standing Exemption - executed.pdf	pdf	648e4df8d003570008f83bb6	06/17/2023
Articles of Organization	FreeMarketMA Certificate of Organization.pdf	pdf	648e4e17d003570008f83bca	06/17/2023
Bylaws	FMM Operating Agr executed.pdf	pdf	648e4e926de15a000878ceb6	06/17/2023
Department of Revenue - Certificate of Good standing	DOR Good Standing - FM.pdf	pdf	648e4ee96de15a000878ced6	06/17/2023

No documents uploaded

Massachusetts Business Identification Number: 001633917

Doing-Business-As Name:

Date generated: 01/08/2024

DBA Registration City:**BUSINESS PLAN****Business Plan Documentation:**

Document Category	Document Name	Type	ID	Upload Date
Business Plan	FMM Business Plan 042923.pdf	pdf	648e4f0ad003570008f83c29	06/17/2023
Plan for Liability Insurance	042923 Plan to Obtain Insurance.pdf	pdf	648e4f57d003570008f83c5d	06/17/2023
Proposed Timeline	Proposed Timeline - Manu.pdf	pdf	64a6f527cab8700070bced8	07/06/2023

OPERATING POLICIES AND PROCEDURES**Policies and Procedures Documentation:**

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	2 Restricting Access to 21+.pdf	pdf	648e58996de15a000878d00e	06/17/2023
Storage of marijuana	5 Storage.pdf	pdf	648e6127d003570008f83ed0	06/17/2023
Transportation of marijuana	6 Transportation SOP.pdf	pdf	648e62036de15a000878d188	06/17/2023
Quality control and testing	8 Quality Control and Testing rev.pdf	pdf	648e65bdd003570008f83fab	06/17/2023
Personnel policies including background checks	10 Personnel Policies - PM.pdf	pdf	648f36716de15a000878ed2a	06/18/2023
Record Keeping procedures	11 Recordkeeping SOP.pdf	pdf	648f377c6de15a000878ed84	06/18/2023
Maintaining of financial records	12 Maintaining of Financial Records.pdf	pdf	648f4a1d6de15a000878f448	06/18/2023
Diversity plan	13 Diversity Plan.pdf	pdf	648f4a9c6de15a000878f468	06/18/2023
Method used to produce products	1b Production Methods.pdf	pdf	648f58e8d003570008f865c1	06/18/2023
Security plan	3 Security SOP rev 071423 w diagram.pdf	pdf	64b17491cab870007159135	07/14/2023
Prevention of diversion	4 Prevention of Diversion rev.pdf	pdf	64b178a6cab870007159bb6	07/14/2023
Inventory procedures	7 Inventory Procedures rev.pdf	pdf	64b17dc3cab87000715b35a	07/14/2023
Dispensing procedures	9 Dispensing Procedures PM rev.pdf	pdf	64b181f8cab87000715bb70	07/14/2023
Qualifications and training	14 Qualifications and Training rev.pdf	pdf	64b1c08ecab870007164526	07/14/2023
Energy Compliance Plan	15 Energy Compliance Plan - PM rev.pdf	pdf	64b1c1ade317fe0008e31a3b	07/14/2023
Safety Plan for Manufacturing	Safety Plan PM rev.pdf	pdf	64b1c3d3cab870007164b14	07/14/2023
Plan to Obtain Marijuana	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	64b1c616e317fe0008e31c70	07/14/2023
Sample of unique identifying marks used for branding	Logo.pdf	pdf	64e511cec44ff70008afb6c	08/22/2023
Types of products Manufactured.	1 Types of Products 082223 rev.pdf	pdf	64e516fd35b8970008256192	08/22/2023

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 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:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 12:00 PM	Sunday To: 8:00 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:

FreeMarketMA LLC

2. Name of applicant's authorized representative:

Timothy Reed

3. Signature of applicant's authorized representative:

Timothy Reed

4. Name of municipality:

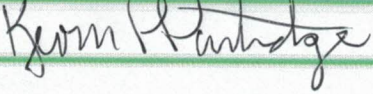
Berkley

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

Board of Selectmen



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).*):

selectmen.clerk@berkleyma.us

8. Host community agreement execution date:

5/3/23



Plan to Remain Compliant with Local Zoning as of April 29, 2023

The Town of Berkley has not adopted any zoning requirements for cannabis businesses; as evidence, see Exhibit A hereto for the Town's Zoning Bylaw. As such, the applicant is "pre-Bylaw" and there are no local zoning restrictions on its businesses.

The applicant will continue to monitor Annual Town Elections to see if the Zoning Bylaw get amended to include marijuana businesses

The applicant will remain compliant with local zoning rules by engaging in the requisite processes with the Planning Board. The applicant will continue to ensure compliance with local building or inspectional requirements by responding to informational and inspection requests from the Planning Board, the Town Building Inspector, and any other relevant local governmental authorities.

THE FOLLOWING IS FOR INFORMATIONAL PURPOSE ONLY

TOWN OF BERKLEY - ARTICLE 21 ZONING

SECTION 1. PURPOSE

These regulations are enacted to promoted the general welfare of the Town of Berkley, to protect the health and safety of its inhabitants, to encourage the most appropriate use of land throughout the town, to preserve the cultural, historical and agricultural heritage of the community, to increase the amenities of the town, and to reduce the hazard from fire by regulating the location and use of buildings and the area of open space around them, all as authorized by the provisions of the Zoning Act, G.L. c. 40A, as amended, and by Article 89 of the Amendments to the Constitution of the Commonwealth of Massachusetts.

SECTION 2. ESTABLISHMENT OF DISTRICTS

- A. The Town of Berkley is hereby divided into several types of districts designated as:
 - 1. Residential (R)
 - 2. General Business (GB)
 - 3. Special Business Overlay (SBO)
- B. Districts are hereby established as shown on a map entitled, "Official Zoning Map Town of Berkley", dated October 9, 2007 as amended. The map with all explanatory matter thereon and amendments thereto, is hereby incorporated and made a part of this Bylaw and is filed with the Town Clerk.
- C. Where the boundary lines are shown upon the Official Zoning Map of the Town of Berkley within the street lines of public and private ways, or utility lines, the center of such ways or lines shall be the boundary lines, unless otherwise indicated.
- D. Where the boundary lines are shown approximately on the location of property or lot lines, and the exact location of property, lot or boundary lots is not indicated by means of dimension shown in figures, then the property or lot lines shall be those lines as depicted on the Official Zoning Map.
- E. The words and terms shall have the meaning defined below; singular shall include plural; and the word "shall" indicates a requirement.

SECTION 3. DEFINITIONS

ACCESSORY BUILDING OR USE:

A building or use located on the same lot as the principal permitted building or use and customarily incidental to such main permitted building or use.

ASSISTED LIVING RESIDENCE:

A housing option for older adults who need some assistance with activities of daily living, but do not require the kind of 24-hour nursing and medical care provided by nursing facilities. The residences provide a combination of housing, personal services, and health care to

individuals who cannot or choose not to live alone due to limitations with activities of daily living as defined by Massachusetts General Law Chapter 19D, Section 1.

BUILDING:

A structure having a roof and used or intended to shelter people, animals, or goods.

CONTINUING CARE RETIREMENT COMMUNITY (CCRC):

A residential community for older adults that combines independent retirement living, assisted living and nursing facility care, usually on one campus.

DRIVE-THROUGH FACILITY:

A commercial facility which provides a service directly to a motor vehicle or where the customer drives a motor vehicle onto the premise and to a window or mechanical device through or by which the customer is serviced without exiting the vehicle. This shall not include the selling of fuel at a gasoline filling station or the accessory functions of a carwash facility such as vacuum cleaning stations.

DRIVEWAY/ CURB CUT SPACING:

The distance between connections, measured from the closet edge of pavement of the driveway or curb cut to the next closest edge of the pavement along the public/private roadway.

DWELLING:

A single unit providing independent living facilities for one household, including permanent provisions for living, sleeping, cooking, eating and sanitation.

FAST FOOD RESTAURANT:

Any restaurant serving the majority of its food in disposable containers, packages, or other similar wrapping, for consumption on or off the premises.

FRONTAGE:

A continuous boundary line between a lot and a single street providing physical and legal access to the lot.

GROSS FLOOR AREA:

Sum of the area of all stories of a building measured from the exterior faces of the exterior walls including any floor area below grade when used for office, business, storage or other purposes, but excluding any area used exclusively for heating, air conditioning or other mechanical equipment, and excluding floor area intended or designed for accessory off-street parking.

HOME OCCUPATION:

An activity conducted in a dwelling by a resident thereof which makes use of no equipment or process creating noise, vibration, glare, fumes, odors, electrical or radio magnetic interference detectable to persons on adjacent premises, and which does not generate a greater volume of traffic or parking than would normally be expected from a residence.

INDUSTRY:

Extraction, developing, manufacturing, assembling, processing or treatment of raw or processed materials, parts, or assemblies using other than manual power. A light industry is one using quiet motive power and processes which do not generate more noise, odor, smoke, fumes, vibrations, glare, electrical or magnetic interference, or hazard of fire, explosion or

pollution of ground water than could be expected of any of the other permitted uses in that location. A heavy industry is one generating one or more of the above neighborhood impacts.

LOT:

An area of land in one ownership with definite boundaries, described by plan or deed and recorded in the North Bristol Registry of Deeds or the Land Court.

LOT COVERAGE:

The portion of a lot that is impervious (does not absorb water). This portion includes, but is not limited to, all areas covered by buildings, roofed structures, driveways, sidewalks, and any area of concrete asphalt.

LOT LINE:

A boundary line separating a lot from another lot or lots or from a street or other public place.

NONCONFORMING STRUCTURE OR USE:

A structure or use lawfully in existence or lawfully begun at the time this by-law or any amendment thereof becomes effective which does not conform to the requirements of this by-law or of such amendment.

NURSING HOME:

Residential facility providing long term care for frail elders, short term care for individuals who have been hospitalized and need rehabilitation before returning home, and specialty care for individuals with physical and neurological disabilities.

OWNER:

A person or persons, legal entity, firm or corporation, or a duly designated agent, having a legal or equitable interest in a property.

REST HOME:

Facility licensed by the Massachusetts Department of Public Health to provide 24-hour supervision and supportive services for individuals who do not routinely need nursing or medical care. Also known as a residential care facility.

SETBACK:

An open yard, unbuilt upon, extending across a lot to the depth of 50 feet, or other depth specified according to this by-law, from any street line. No structure or building or part thereof, other than uncovered steps, shall be located in or project into the setback. Also called the front yard.

SIDE YARD:

An open space, unbuilt upon, inside and contiguous to all lot lines other than street lines to the depth of 15 feet, or other depth specified according to this by-law. No structure or building shall be located in or project into any side yard, except that uncovered steps, bulkheads, eaves, bay windows and attached chimneys may project into a side yard, but shall not be closer than 10 feet to a lot line.

SPECIAL PERMIT:

A written authority granted after a duly advertised public hearing to locate, build, or use structures or land in accordance with the provisions of this bylaw, for certain uses, including the expansion or alteration of existing nonconforming uses and buildings.

SPECIAL PERMIT GRANTING AUTHORITY:

The Board of Selectmen of the Town of Berkley or such other board as may otherwise be designated by this by-law for certain categories of special permits.

STACKING LANE:

An area of stacking spaces and driving lane provided for vehicles waiting for drive-through service, that is physically separated from other traffic and pedestrian circulation on the site.

STACKING SPACE:

An area within a stacking lane for vehicles waiting to order and/or finish a drive – through transaction.

STREET:

A way open and dedicated to public use, including a way in a subdivision approved under the provisions of the Subdivision Control Law, section 81K through 81GG of Chapter 41, General Laws.

STRUCTURE:

Any combination of materials attached to or requiring a fixed location on or in the ground. For the purposes of location on a lot, the following shall not be deemed to be structures prohibited within a setback or side yard: boundary walls and fences, utility poles, support posts not over 4 feet in height for mailboxes and name signs.

USE:

The purpose for which a building, structure or land is intended, designed or used.

WIDTH OF LOT:

Lot width is defined as the distance between the sidelines required to allow a circle to be placed between sidelines. The required circle shall be tangential to the frontage of a given lot and shall be entirely contained within the lot boundaries. In a business District: for 100' frontage lots the circle diameter shall be 90'. In a residential district: for 200' frontage lots the circle diameter shall be 181'. Beginning on June 2, 2008, no building or structure shall be constructed on a lot having less width than the required lot width. The following properties are specifically exempt from this definition: 1) Lots, buildings and structures which are exempt from the provisions of this definition under the provisions of MGL Ch 40A, Sec 6; and 2) Any lot shown on a plan recorded with the Registry of Deeds or filed with the Land Court prior to the effective date of this By Law amendment.

SECTION 4. USE REGULATIONS BY ZONING DISTRICT

A. Residential District:

One and One-Half Acre Lots. The following uses may be located on a lot at least one and a half acres (65,340 square feet) in area, meeting the dimensional

requirements of section 4 hereof; single family dwellings, religious facilities, agriculture, parks, home occupations including day care for not over ten children. Not more than one principal permitted building, or use, together with its accessory buildings and uses, may be located on any lot. At least 30,000 sq. ft. of which must be contiguous land and must not be subject to wetlands classification, as defined by Massachusetts General Laws, Chapter 131.

Two Acre Lots. The following uses may be located on a lot at least two acres (87,120) square feet this in area, meeting the relevant dimensional requirements of Section 4 hereof; offices and studies in the home of a resident professional, such as a physician, engineer, consultant or artist; children's camps; municipal and governmental facilities and uses and public educational institutions; provided that not more than one principal permitted building, together with its accessory buildings and uses, may be located on any lot.

Special Permit Uses. The following uses shall require a special permit to be located in Berkley on a lot of one and one-half acre or greater area, as may be specified by the Special Permit Granting Authority:

- A. Public and private recreational uses;
- B. Multi-family dwellings, not to exceed four dwelling units per building and provided that the area shall comprise at least one and one-half acres (65,340 square feet) per dwelling unit;
- C. Uses permitted under paragraph 2 above but which do not comply with the applicable area or other dimensional requirements, provided the applicant demonstrates to the satisfaction of the SPGA that such dimensional deficiency will have no adverse effect on the area.

Prohibited Uses. The following uses are prohibited: uses which are noxious, offensive, harmful, or dangerous by reason of significant emission of smoke, fumes, odor, noise, electromagnetic radiation or interference, vibration, glare, or by reason of danger of explosion or fire, pollution of ground or surface water, air or soil; including specifically, but not limited to, heavy industry; asphalt or cement mixing plant; petroleum or other chemical refining or processing plant; hazardous, solid, or radioactive waste disposal or treatment facility; provided, that a municipal waste disposal facility on land owned by the Town of Berkley and serving Berkley inhabitants shall not be subject to this prohibition.

B. General Business District:

The purpose of the General Business District is to accommodate general business development in areas served by major traffic arteries with careful control over the layout of such uses. Business uses offer needed goods and services and provide employment for residents.

(1) The following are permitted uses in a building with 20,000 square feet of gross floor area or less:

- 1. Retail store;
- 2. Restaurant or other facility for the preparation of food for retail sale on the premises, without a drive-through window;
- 3. Entertainment or recreation facility – indoor or outdoor;

4. Professional Business or Offices, including but not limited to, travel agency, real estate office, or financial agency;
5. Bakery;
6. Bed and Breakfast;
7. Bank without a drive-through or ATM facility;
8. Uses as defined in MGL Chapter 40A Section 3;
9. Retail service or repair shop including but not limited to small appliances, plumbing, carpentry, and electrical;
10. Consumer personal services including but not limited to barber shop, beauty or tanning salon, health spa, dry-cleaning/laundry pick-up only, bicycle repair, dance/music school, photo studio;
11. Veterinary offices or hospital;
12. Medical, dental or optical, clinic;
13. Print shop and related arts and trades;
14. Funeral Home;
15. Public or private club;
16. Art gallery;
17. Lumber and Feed Establishments (Only if outdoor storage does not exceed 30% of the lot area and is fully screened from roadways and all abutting properties);
18. Municipal Buildings, structures, facilities or uses owned and operated by the Town of Berkley;
19. Fraternal Organizations, clubs, etc;
20. United State Post Office.
21. Any use permitted in a residential district except the subdivision of land for residential use – residential subdivisions, Form “A” lots, etc

(2) Uses by Special Permit granted by the Planning Board in accordance with the criteria of Section 7.C.2:

1. Permitted uses under Section B1 above in a building of 20,000 square feet of gross floor area or greater;
2. An increase to the maximum lot coverage in the General Business District to 60% where applicants provide enhanced landscaping and drainage designs meeting EPA and MDEP Low Impact Development standards;
3. Bank with an Outside ATM or drive-through;
4. Fast Food Restaurant or restaurant with a drive-through window;
5. Gasoline Service Station;
6. Commercial Kennel;
7. Warehouse and Distribution,;
8. Self Storage facility;
9. Assisted Living Residence;
10. Continuing Care Retirement Community;
11. Nursing Home or Rest Home;
12. Hotel or motel;
13. Any other use with a drive-through component;
14. Auto body shop provided that all work is done within an enclosed building and there shall be no storage of motor vehicles on the premises other than those in process of, or awaiting repair, or awaiting delivery or pickup after repair; and
15. Building materials and contractor's yards provided that all materials and equipment stored outside are screened from view from public ways or

abutting properties by an opaque fence or dense vegetative screening of at least six (6) feet high and such storage does not exceed 30% of the total lot area.

C. Special Business Overlay District:

The purpose of the Special Business Overlay District is to accommodate general business and Adult Entertainment uses in areas served by major traffic arteries with careful control over the layout of such uses.

(1) The following are permitted uses in a building, with 20,000 square feet of gross floor area or less:

1. Retail store;
2. Restaurant or other facility for the preparation of food for retail sale on the premises, without a drive-through window;
3. Entertainment or recreation facility – indoor or outdoor;
4. Professional Business or Offices, including but not limited to, travel agency, real estate office, or financial agency;
5. Bakery;
6. Bed and Breakfast;
7. Bank without a drive-through or ATM facility;
8. Uses as defined in MGL Chapter 40A Section 3;
9. Retail service or repair shop including but not limited to small appliances, plumbing, carpentry, and electrical;
10. Consumer personal services, including but not limited to barber shop, beauty or tanning salon, health spa, dry-cleaning/laundry pick-up only, bicycle repair, dance/music school, photo studio;
11. Veterinary offices or hospital;
12. Medical, dental or optical, clinic;
13. Print shop and related arts and trades;
14. Funeral Home;
15. Public or private club;
16. Art gallery;
17. Lumber and Feed Establishments (Only if outdoor storage does not exceed 30% of the lot area and is fully screened from roadways and all abutting properties);
18. Municipal Buildings, structures, facilities or uses owned and operated by the Town of Berkley;
19. Fraternal Organizations, clubs, etc;
20. United State Post Office.

(2) Uses by Special Permit granted by the Planning Board in accordance with the criteria of Section 7.C.2:

1. Permitted uses under Section B above in a building of 20,000 square feet of gross floor area or greater;
2. An increase to the maximum lot coverage in the GB District to 60% where applicants provide enhanced landscaping and drainage designs meeting EPA and MDEP Low Impact Development standards;
3. Bank with an Outside ATM or drive-through;
4. Fast Food Restaurant or restaurant with a drive-through window;

4. Gasoline Service Station;
6. Commercial Kennel;
7. Warehouse and Distribution,;
8. Self Storage facility;
9. Assisted Living Residence;
10. Continuing Care Retirement Community;
11. Nursing Home or Rest Home;
12. Hotel or motel;
13. Any other use with a drive-through component;
14. Auto body shop provided that all work is done within an enclosed building and there shall be no storage of motor vehicles on the premises other than those in process of, or awaiting repair, or awaiting delivery or pickup after repair; and
15. Building materials and contractor's yards provided that all materials and equipment stored outside are screened from view from public ways or abutting properties by an opaque fence or dense vegetative screening of at least six (6) feet high and such storage does not exceed 30% of the total lot area.
16. Adult Entertainment Uses / Sexually Orientated Businesses as defined in Section 11, below.

- (3) *Prohibited Uses.* Any use not listed is prohibited. The following uses are prohibited: uses which are noxious, offensive, harmful, or dangerous by reason of significant emission of smoke, fumes, odor, noise, electromagnetic radiation or interference, vibration, glare, or by reason of danger of explosion or fire, pollution of ground or surface water, air or soil; including specifically, but not limited to, heavy industry; asphalt or cement mixing plant; petroleum or other chemical refining or processing plant; hazardous, solid, or radioactive waste disposal or treatment facility; provided, that a municipal waste disposal facility on land owned by the Town of Berkley and serving Berkley inhabitants shall not be subject to this prohibition.

SECTION 5. DIMENSIONAL REGULATIONS

A. Table of Dimensional Requirements.

No building or use shall be permitted to be located, erected, relocated or altered, except on a lot and in a manner specified in the following table:

MINIMUM REQUIREMENTS

Permitted Use	Lot area (In sq. ft.)	Width ***** and Frontage (In ft.)	Setback *** (In ft.)	Side Yard (In ft.)
Residential District				
1 and 1.5 acres	65,340	200	50	15
on at least 2 acres	87,120	200	50	30 *
Special Permit **	As Required	As Required	As Required	As Required
General Business District	40,000	100	35****	20
Special Business Overlay	40,000	100	35****	20

Notes:

* Next to a lot occupied by a single family dwelling or farm or land conserved through a Conservation Restriction, there shall be provided a landscaped buffer strip 100 feet wide containing no buildings, parking or outdoor storage. Mature existing vegetation is preferred to clear cutting and planting of young material.

* Steps, fireplaces, chimneys shall be permitted within the front side and rear setbacks

** The Special Permit Granting Authority may impose greater requirements where needed for the protection of the neighborhood and to minimize adverse impact.

*** Roadside stands for sale of locally grown farm products may be located within the required setback, but at least 10 feet from the street line.

**** No structures, parking, or storage shall be located in the setback.

B. Other Standards

1. Maximum building Height in residential zone shall be limited to thirty-five (35) above the average elevation of the finished grades of the building lot. Height shall be measured to the highest point on the roof of the building.
2. Maximum Lot Coverage GB: 50 %
3. In the General Business at least 30,000 square feet of each lot must be contiguous land and must not be subject to wetlands classification as defined by Massachusetts General Laws Chapter 131.
4. In a business zone, no building or other improvement shall exceed four stories or 50 feet in height. Height shall be measured to the highest point on the roof of the building.

C. Parking.

All uses other than single family residence shall provide sufficient off street parking on lot, together with safe and convenient access ways, to accommodate all employees, occupants, customers, clients or patrons, and also any supply or delivery trucks, including any needed loading or unloading docks or space as determined by the table in Section 5(D), below and Section 9 Off Street Parking Requirements.

D. Parking Table

<u>USE</u>	<u>REQUIREMENTS *</u>
Assisted Living Facility	1 space per staff person and 1 space for every 4 beds
Auto Repair	1 per 400 sq ft of gross floor area PLUS 1 per employee
Bank	1 per 175 sq ft gross floor area devoted to customer service PLUS 1 per 250 sq ft gross floor area not devoted to customer use
Barber Shop or Beauty Salon or Tanning Salon or Tatto Parlour or Nail Service	3 per operator's station

Church or similar place of assembly	1 per 5 occupants PLUS 1 per two employees
Continuing Care Retirement Community	1 space per staff person and 1 space for every 4 beds
Doctor, dentist, veterinarian, or clinic offices	1 per 200 sq ft of gross floor area PLUS one per employee
Drive-through Restaurant	If no sit-down tables, minimum of 10 spaces PLUS 1 per employee
Farm Stands, nurseries, greenhouses	1 per 250 sq ft of retail floor area, or none required if less than 100 sq ft.
Funeral Home	1 per 50 sq ft of public floor area PLUS 1 per two employees
Gasoline Service Station	3 per service bay PLUS 1 per employee
Hotel/motel	1 per unit PLUS 1 per two employees PLUS 1 space for each 150 sq ft of banquet, assembly or meeting space.
Libraries, museums, clubs, and social buildings	1 per 250 sq. ft. of gross floor area PLUS 1 per two employees
Non-medical offices	1 per 250 sq ft gross floor area
Nursing or Rest home	1 space per 4 beds
Other personal, consumer and retail services	1 per 250 sq ft of gross floor area PLUS 1 per employee
Other business, institutional or professional uses not specified	1 per 200 sq ft of gross floor area PLUS 1 per two employees
Recreation Facility	1 per four occupants/ 1 per four of the maximum capacity
Restaurants and theatres	1 space per three persons occupancy as allowed under the Building Code. An additional 5 spaces shall be required for a take out area without seating.
Schools, colleges, child care and day care centers	1 per 400 sq. ft of educational space
Self storage facility	Minimum of 3, or 1 per 10,000 sq ft of gross floor area, whichever is greater
* (Occupants = Design Occupancy Load under the state building code.)	

E. Previously Recorded Lots Exempt.

Any lot which was duly recorded by plan or deed in the North Bristol Registry of Deeds or the Land Court and was in a separate ownership at the time of adoption of any increase of the dimensional requirements of this by-law may be built upon for single family residential use even though such lots do not conform to the dimensional requirements of Section 5(A), above, provided such lot has at least 5,000 square feet of area and 50 feet frontage. Any lot shown on an approved subdivision plan or endorsed by the planning board as not requiring subdivision approval which was a building lot prior to the adoption of this by-law, may be built upon for a single family residential use within five years following such approval or endorsement, and may be transferred into separate ownership within said five years and built upon for single family use at any time thereafter.

F. Accessory Buildings.

Accessory Building less than 120 sq feet shall be located in any side or rear yard no closer to the lot line than seven (7) feet and no closer than fifty feet (50) from the front lot line.

SECTION 6. NONCONFORMING BUILDINGS AND USES AND STRUCTURES

A. Applicability. This zoning by-law shall not apply to structures or uses lawfully in existence or lawfully begun, or to a building or special permit issued before the first publication of notice of the public hearing required by G.L. c. 40A, s. 5 at which this zoning by-law, or any relevant part thereof, was adopted. Such prior, lawfully existing nonconforming uses and structures may continue, provided that no modification of the use or structure is accomplished, unless authorized hereunder.

B. Nonconforming Uses. The Board of Appeals may award a special permit to change a nonconforming use in accordance with this section only if it determines that such change or extension shall not be substantially more detrimental than the existing nonconforming use to the neighborhood. The following types of changes to nonconforming uses may be considered by the Board of Appeals:

1. Change or substantial extension of the use;
2. Change from one nonconforming use to another, less detrimental, nonconforming use.

C. Nonconforming Structures. The Board of Appeals may award a special permit to reconstruct, extend, alter, or change a nonconforming structure in accordance with this section only if it determines that such reconstruction, extension, alteration, or change shall not be substantially more detrimental than the existing nonconforming structure to the neighborhood. The following types of change to nonconforming structures to the neighborhood. The following types of changes to nonconforming structures may be considered by the Board of Appeals:

1. Reconstructed, extended or structurally changed;
2. Altered to provide for a substantially different purpose or for the same purpose in a substantially different manner or to a substantially greater extent;
3. Reconstructed after a catastrophe, provided that the owner shall apply for a building permit and start operations for reconstruction on said premises within two years after such catastrophe, and provided that the building(s) as reconstructed shall be only as great in volume or area as the original nonconforming structure.

D. The reconstruction, extension or structural change of a nonconforming structure in such a manner as to increase an existing nonconformity, or create a new nonconformity, including the extension of an exterior wall at or along the same nonconforming distance within a required yard, shall require the issuance of a variance from the Board of Appeals.

E. Nonconforming Single and Two Family Residential Structures. Nonconforming single and two family residential structures may be reconstructed, extended, altered, or structurally changed upon a determination that such proposed reconstruction, extension, alteration, or change does not increase the nonconforming nature of said structure, and the issuance of a building permit, where applicable. The Board of Appeals may, by special permit, allow such reconstruction, extension, alteration, or change where it determines that the proposed modification will not be substantially more detrimental than the existing nonconforming structure to the neighborhood.

F. Abandonment or Non-Use. A nonconforming use or structure which has been abandoned, or not used for a period of two years, shall lose its protected status and be subject to all of the provisions of this zoning by-law.

*Single family use or structure shall be exempt

G. Reversion to Nonconformity. No nonconforming use shall, if changed to a conforming use, revert to a nonconforming use.

SECTION 7. ADMINISTRATION AND PROCEDURES

A. Administration

1. *Permits*. This By-Law shall be administered by the Inspector of Buildings. Pursuant to the State Building Code, the Inspector of Buildings may require such plans and specifications as may be necessary to determine compliance with all pertinent laws of the Commonwealth. Buildings and structures may not be erected, substantially altered, moved, or changed in use without written certification by the Inspector of Buildings that such action is in compliance with then-applicable zoning, and that all necessary permits have been received under federal, state, or local law. Issuance of a Building Permit or Certificate of Use and Occupancy, where required under the Commonwealth's State Building Code, may serve as such certification.
2. *Enforcement*. The Inspector of Buildings shall institute and take any and all such action as may be necessary to enforce full compliance with any and all of the provisions of this By-Law and of permits and variances issued thereunder, including notification of noncompliance and request for legal action through the Selectmen to Town Counsel.
3. *Penalties*. The penalty for violation of any provision of this By-Law, of any of the conditions under which a permit is issued, or of any decision rendered by the Board of Appeals shall be Three Hundred dollars (\$300.00) for each offense. Each day that each violation continues shall constitute a separate offense.

B. Board of Appeals

1. *Establishment*. The Board of Appeals shall consist of three members and two associate members.
2. *Powers*. The Board of Appeals shall have and exercise all the powers granted to it by Chapters 40A, 40B, and 41 of the General Laws and by this By-Law. The Board's powers are as follows:
 - a) To hear and decide applications for special permits, where so designated.
 - b) To hear and decide appeals or petitions for variances from the terms of this By-Law, with respect to particular land or structures, as set forth in G.L. c. 40A, s.10. The Board of Appeals shall not grant use variances.
 - c) To hear and decide appeals taken by any person aggrieved by reason of his inability to obtain a permit or enforcement action from any administrative officer under the provisions of G.L. c. 40A, ss. 8 and 15.
 - d) To hear and decide comprehensive permits for construction of low or moderate income housing by a public agency or limited dividend or nonprofit corporation, as set forth in G.L. c. 40B, ss. 20-23.

C: Special Permits.

1. *Special Permit Granting Authority.* Unless specifically designated otherwise, the Board of Selectmen shall act as the Special Permit Granting Authority.
2. *Criteria.* Special permits shall be granted by the Special Permit Granting Authority, unless otherwise specified herein, only upon its written determination that the adverse effects of the proposed use will not outweigh its beneficial impacts to the town or the neighborhood, in view of the particular 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 By-Law, the determination shall include consideration of each of the following:
 - a) Social, economic, or community needs which are served by the proposal;
 - b) Traffic flow and safety, including parking and loading;
 - c) Adequacy of utilities and other public services;
 - d) Neighborhood character and social structures;
 - e) Impacts on the natural environment; and
 - f) Potential fiscal impact, including impact on town services, tax base, and employment.
3. *Procedures.* Whenever an application for a special permit is filed with a Special Permit Granting Authority, the applicant shall also file, within five (5) working days of the filing of the completed application with said Authority, copies of the application, accompanying site plan, and other documentation, to the Board of Health, Conservation Commission, Inspector of Buildings, Police Chief, Fire Chief, Planning Board, and applicable water district for their consideration, review, and report. The copies necessary to fulfill this requirement shall be furnished by the applicant.
 - a) An application shall not be deemed complete until all copies of required information and documentation have been filed with the Special Permit Granting Authority.
 - b) The special permit granting authority shall notify applicants by registered mail, within 14 days of submittal, of incomplete application status, and the applicant shall have 14 days from the mailing of such notice to complete an application.
 - c) 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 thirty-five (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.
 - d) 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.
 - e) The Decision/Findings of the Special Permit Granting Authority shall contain, in writing, an explanation for any departures from the recommendations of any reviewing party.
 - f) The provisions of this Section 3 shall not apply to applications for special permits to reconstruct, extend, alter, or structurally change a nonconforming single or two family structure. The Board of Appeals may establish procedures governing such applications by regulation.
 - g) The Special Permit Granting Authority shall comply with the provisions of MGL Chapter 40A, Section 9A.

4. *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 By-Law.

5. *Plans.* The applicant shall submit a plan as may be required by the Special Permit Granting Authority.

a. The provisions of this Section 7 shall not apply to applications for special permits to reconstruct, extend, alter, or structurally change a nonconforming single or two family structure. The Board of Appeals may establish procedures governing such applications by regulation.

6. *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 G.L. c. 40A, s. 17, from the grant thereof) with the Town Clerk.

7. *Regulations.* The Special Permit Granting Authority may adopt regulations for the administration of special permits.

D. Site Plan Review.

1. *Applicability.* The following types of activities and uses require site plan review by the Planning Board:

- a) Construction, exterior alteration or exterior expansion of, or change of use within, an institutional, commercial, industrial, or multi-family structure involving more than 500 square feet;
- b) Construction or expansion of a parking lot for an institutional, commercial, industrial, or multi-family structure or purpose.

2. Exemptions.

- a) A building wholly or partially destroyed may be rebuilt without recourse to this section if rebuilt without change to the building footprint or the square footage of usable space.
- b) The construction, reconstruction, or alteration of a single and two family residence is exempt from the requirements of this Section.

3. Procedures.

- a) Use, Structure, or Activity Available As of Right. An application for a building permit to perform work as set forth herein available as of right shall be accompanied by an approved Site Plan. Prior to the commencement of any activity set forth herein available as of right, the project proponent shall obtain site plan approval from the Planning Board. Applicants for site plan approval shall submit five (5) copies of the site plan to the Planning Board for review, and within three (3) days thereafter shall also submit a copy of the site plan to the Board of Selectmen, Board of Health, Police Chief, Fire Chief, the Inspector of Buildings, and the Conservation Commission for their advisory review and comments. The Planning Board shall review and act upon the site plan, with such conditions as may be deemed appropriate, within sixty (60) days of its receipt, and notify the applicant of its decision. The decision of the Planning Board shall be upon a majority of those present and shall be in writing. No building permit shall be issued by the Inspector of Buildings without the written approval of the site plan

by the Planning Board, or unless 60 days lapse from the date of the submittal of the site plan without action by the Planning Board.

- b) Use or Structure Available by Special Permit or Variance. An application for a special permit or a variance to perform work as set forth herein shall be accompanied by an approved site plan. Applicants for site plan approval shall submit five (5) copies of the site plan to the Planning Board for review, and within three (3) days thereafter shall also submit a copy of the site plan to the Board of Selectmen, Board of Health, Police Chief, Fire Chief, the Inspector of Buildings, and the Conservation Commission for their advisory review and comments. The Planning Board shall review and act upon the site plan, with such conditions as may be deemed appropriate, within sixty (60) days of its receipt, and notify the applicant of its decision. The decision of the Planning Board shall be upon a majority of those present and shall be in writing. No special permit or variance shall be issued by the Board of Appeals without the written approval of the site plan by submittal of the site plan without action by the Planning Board. Where the Planning Board approves a site plan "with conditions", and said site plan accompanies a special permit or variance application to the Board of Selectmen or Board of Appeals, the conditions imposed by the Planning Board shall be incorporated into the issuance, if any, of a special permit or variance.
- c) Where the Planning Board serves as the special permit granting authority, it shall consolidate its site plan review and special permit procedures.
- d) An application for site plan approval shall be accompanied by a fee, as set forth in the Planning Board's Rules and Regulations.
- e) The applicant may request, and the Planning Board may grant by majority vote, an extension of the time limits set forth herein.
- f) No deviation from an approved site plan shall be permitted without modification thereof.

4. Preparation of Plans.

Applicants are invited to submit a pre-application sketch of the proposed project to the Planning Board and to schedule a comment period at a regular meeting of the Board. Site Plans shall be submitted on 24-inch by 36-inch sheets. Plans shall be prepared by a Registered Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect, as appropriate. Dimensions and scales shall be adequate to determine that all requirements are met and to make a complete analysis and evaluation of the proposal. All plans shall have a minimum scale of 1" = 40'.

5. Contents of Plan.

The contents of the site plan are as follows:

- a) Five (5) separate plans prepared at a scale of one (1) inch equals twenty (20) feet or such other scale as may be approved by the planning board. The plans are as follows:
 - 1. Site layout, which shall contain the boundaries of the lot(s) in the proposed development, proposed structures, drives, parking, fences, walls, walks, outdoor lighting, loading facilities, and areas for snow storage after plowing. The first sheet in this plan shall be a

locus plan, at a scale of one (1) inch equals one hundred (100) feet, showing the entire project and its relation to existing areas, buildings and roads for a distance of one thousand (1,000) feet from the project boundaries or such other distance as may be approved or required by the planning board.

2. Topography and drainage plan, which shall contain the existing and proposed final topography at two-foot intervals and plans for handling storm water drainage.
3. Utility and landscaping plan, which shall include all facilities for refuse and sewerage disposal or storage of all wastes, the location of all hydrants, fire alarm and firefighting facilities on and adjacent to the site, all proposed recreational facilities and open space areas, and all wetlands including flood plain areas.
4. Architectural plan, which shall include the ground floor plan and architectural elevations of all proposed buildings and a color rendering.
5. Landscaping plan, showing the limits of work, existing tree lines, and all proposed landscape features and improvements including screening, planting areas with size and type of stock for each shrub or tree, and including proposed erosion control measures.

a.) The site plan shall be accompanied by a written statement indicating the estimated time required to complete the proposed project and any and all phases thereof.

b) A written summary of the contemplated projects shall be submitted with the site plan indicating, where appropriate, the number of dwelling units to be built and the acreage in residential use, the evidence of compliance with parking and off-street loading requirements, the forms of ownership contemplated for the property and a summary of the provisions of any ownership or maintenance thereof, identification of all land that will become common or public land, and any other evidence necessary to indicate compliance with this by-law.

c) The site plan shall be accompanied by drainage calculations by a registered professional engineer. Storm drainage design must conform to Town of Berkley subdivision regulations.

d) The Planning Board may require narrative assessments of the on-site and off-site impacts of the proposed project, including traffic, drainage, noise, and other environmental factors. The Planning Board may require that such narrative assessments be prepared by qualified experts.

e) Certification that the proposal is fully compliant with the provisions, if applicable, of the Americans with Disabilities Act and the Massachusetts Architectural Barriers Board.

6. Waiver of Technical Compliance.

The Planning Board may, upon written request of the applicant, waive any of the technical requirements of Section 7.D.4 where the project involves relatively simple development plans or constitutes a minor site plan.

7. Minor site plan.

Applications for permits to build, alter or expand any nonresidential building, structure or use in any district where such construction will exceed a total gross floor area of 500 square feet but not exceed a total gross floor area of 2000 square feet, or will not generate the need for more than 10 parking spaces, shall be deemed a minor site plan. For the purposes of computing

the total gross floor area of a minor site plan, the Planning Board shall aggregate all such applications made within the five (5) previous calendar years. Minor site plans shall set forth all of the information required by Section 6.D.4; provided, however, that the scale of the site plan may be 1' = 80', and the plan may depict topographical contours at intervals available on maps provided by the United States Geological Survey.

8. Approval.

Site Plan approval shall be granted upon determination by the Planning Board that the plan meets the following objectives. The Planning Board may impose reasonable conditions at the expense of the applicant, including performance guarantees, to promote these objectives. Any new building construction or other site alteration shall provide adequate access to each structure for fire and service equipment and adequate provision for utilities and storm water drainage consistent with the functional requirements of the Planning Board's Subdivision Rules and Regulations. New building construction or other site alteration shall be designed in the Site Plan, after considering the qualities of the specific location, the proposed land use, the design of building form, grading, egress points, and other aspects of the development, so as to:

- a) Maximize pedestrian and vehicular safety both on the site and egressing from it;
- b) Minimize obstruction of scenic views from publicly accessible locations;
- c) Minimize visual intrusion by controlling the visibility of parking, storage, or other outdoor service areas viewed from public ways or premises residentially used or zoned;
- d) Minimize glare from headlights and lighting intrusion;
- e) Minimize unreasonable departure from the character, materials, and scale of buildings in the vicinity, as viewed from public ways and places.
- f) Minimize contamination of groundwater from on-site waste-water disposal systems or operations on the premises involving the use, storage, handling, or containment of hazardous substance;
- g) Ensure compliance with the provisions of this Zoning By-Law, including parking and landscaping.

9. Lapse.

Site plan approval shall lapse after one year from the grant thereof if a substantial use thereof has not sooner commenced except for good cause. Such approval may, for good cause, be extended in writing by the Planning Board upon the written request of the applicant.

10. Regulations.

The Planning Board may adopt and from time to time amend reasonable regulations for the administration of these Site Plan guidelines.

E. Amendments.

This By-Law may from time to time be changed by amendment, addition, or repeal by the Town Meeting in the manner provided in G.L. c. 40A, s.5, and any amendments thereto.

F. Applicability.

1. Other Laws. Where the application of this By-Law imposes greater restrictions than those imposed by any other regulations, permits, restrictions, easements, covenants, or agreements, the provisions of this By-Law shall control.

2. Conformance. Construction or operations under a Building Permit shall conform to any subsequent amendment of this By-Law unless the use or construction is commenced within a period of six months after the issuance of the permit, and in cases involving construction, unless such construction is continued through to completion as continuously and expeditiously as is reasonable.

G. Separability.

The invalidity of any section or provision of this By-Law shall not invalidate any other section or provision herein.

SECTION 8. RATE OF DEVELOPMENT

A. The purpose of this section is to regulate the timing of development of building lots in residential subdivision and street lots (ANR - FORM A) in a manner which promotes the health, safety, convenience and welfare of the inhabitants of the Town of Berkley. This bylaw has the following broad objectives:

1. To prevent the development of traffic conditions which are hazardous to citizens due to heavy vehicular travel or usage.
2. To coordinate the timing of land development in Berkley with the economic feasibility of the expansion of public services.
3. To preserve the unique rural character and natural resources of the Town.

B. For the purpose of administering Section 8 (Rate of Development), the Planning Board shall be the Special Permit Granting Authority.

C. The Building Commissioner shall not issue building permits authorizing more than ten (10) dwelling units during any twelve month period to any parcel or parcels of land which, as of the effective date of this bylaw, were contiguous and in the same ownership as several lots; or of continuous street frontage as one large parcel sufficient to create two or more lots in accordance with zoning regulations; or in different ownership's each involving one (1) or more of the same principals; or to any one (1) applicant or set of applicants involving one (1) or more of the same principals, unless the Special Permit Granting Authority (S.P.G.A.) has granted a Special Permit for rapid development. Such Special Permit shall be granted only upon determination of the S.P.G.A. that all Special Permit criteria as set forth in MGL Chapter 40A Section has been fulfilled and that such development, after a public hearing, in the opinion of the S.P.G.A. as expressed in an affirmative vote thereof; (a) would serve a salient housing need; (b) would be economically infeasible if limited to ten (10) construction permits over a twelve month period and (note "or") (c) would not overburden existing public services. (Public services shall include, but are not limited to, fire, police, and ambulance services, public highway maintenance, and public school transportation services.) This bylaw shall apply to all legally created lots as defined by MGL Chapter 40A (The Zoning Act), especially Section 6, in addition to lots legally created under the provisions of MGL Chapter 41 Sections 81K-81GG (The Subdivision Control Law) and all current conditions of zoning control as set forth in the Town of Berkley Zoning Bylaw and as it may, from time to time, be amended.

SECTION 9. OFF STREET PARKING

A. Parking Requirements

1. All required off-street parking shall be accommodated on the same premises as the activity it serves.
2. Required parking and loading areas and their access drives shall be paved with bituminous concrete.
3. There shall not be more than one entrance and one exit from such lots per three hundred feet of street frontage. If necessary to meet this standard uses shall be arranged with shared egress and ingress. No parking area shall be located or designed so as to require backing onto or off a public way
4. Adequate off-street loading that does not conflict with the required parking spaces shall be provided. These facilities shall be sized and arranged so that no trucks need to back onto or off a public way or be parked on a public way while loading, unloading or waiting to do so.
5. Each off-street parking space shall have minimum dimensions of nine (9) by twenty (20) feet excluding the driveway to such space. Aisles and spaces shall be consistent with the following:

	<i>Parking Angle (in degrees)</i>				
Aisle Width	0	30	45	60	90
One-Way traffic	13 ft	11 ft	13 ft	18 ft	24 ft
Two-Way traffic	20 ft	20 ft	21 ft	23 ft	24 ft

6. Drainage facilities for each parking area shall be designed and constructed to contain storm water run-off on the premises in accordance with the Rules and Regulations for water quality adopted by the Berkley Planning Board.
7. No parking lot shall be illuminated so as to cause glare for motorists, pedestrians or neighboring premises.
8. No paved area designated for parking on a lot shall be located closer than twenty (20) feet from any street. No paved area designed for parking on a lot shall be located closer than seven and a half feet from any building wall.
9. All parking lots consisting of ten (10) or more parking spaces shall provide two-hundred (200) square feet of interior landscaping for every ten (10) spaces. These landscaping areas shall contain a minimum of two (2) canopy trees, a minimum of ten (10) feet in height and minimum three inch caliper, and two (2) understory trees/shrubs, a minimum of two (2) feet in height. To prevent cars from parking too close to trees or damaging shrubs, a curb or wheel stop shall be provided for interior parking lot landscaped islands.

4. Drive-through facilities

1. Drive-through facilities shall provide a minimum of (8) eight stacking spaces (within the site) before the order board. The facility shall provide another (4) four stacking spaces between the order board and the transaction window. If the facility has two transaction windows the (4) four stacking spaces may be split between each of the windows. An additional stacking space shall be provided after the last transaction window(s).

2. Each stacking space shall be a minimum of twenty (20) feet in length and ten (10) feet in width along straight portions. Stacking spaces and stacking lanes shall be a minimum of twelve (12) feet in width along curved segments. Stacking lanes shall be delineated from traffic aisles, other stacking lanes and parking areas with striping, curbing, landscaping and the use of alternative paving materials or raised medians.
3. Entrances to stacking lane(s) shall be clearly marked and be a minimum of sixty (60) feet from the intersection with the public street. The distance shall be measured from the property line along the street to the beginning of the entrance.
4. Stacking lanes shall be designed to prevent circulation congestion, both on site and on adjacent public streets. The circulation shall: (a) separate drive-through traffic from site circulation, (b) not impede or impair access into or out of parking spaces, (c) not impede or impair vehicle or pedestrian traffic movement, and (d) minimize conflicts between pedestrian and vehicular traffic with physical and visual separation between the two. Stacking lanes shall not interfere with required loading and trash storage areas and loading or trash operations shall not impede or impair vehicle movement. If said separate stacking lane is curbed, an emergency by-pass or exit shall be provided. Stacking lanes shall not enter or exit directly into a public right-of-way. Stacking lanes shall be integrated with the on-site circulation pattern.
5. The intersection of stacking lanes and walk-in customer access shall be a minimum of fifty (50) feet from any access connections and/or transaction windows. Said intersections shall be provided with a crosswalk. These crosswalks shall use enriched paving and striping and include warning signage aimed at both the pedestrian and vehicle. Any outdoor service facilities (including menu boards, speakers, etc.) shall be a minimum of one hundred (100) feet from the property line of abutting residential uses. Menu boards shall be a maximum of thirty (30) square feet, with a maximum height of six (6) feet and shall be shielded from any public street and residential properties.
6. Traffic Impact Study: A detailed traffic impact analysis shall be submitted for any special permit or site plan approval application containing a drive-through facility. A registered professional engineer experienced and qualified in traffic engineering shall prepare the traffic impact study. The traffic impact study shall contain the following information:
 - i. Existing traffic conditions- average daily and peak hour volumes, average and peak speeds, sight distances, accident data for the previous 3 years, and levels of service (LOS) of intersections and streets affected by the proposed development. Generally, such data shall be presented for all streets and intersections adjacent to or within 1000 feet of the project boundaries, and shall be no more than 12 months old at the date of application, unless other data is specifically approved by the Board.
 - ii. Projected traffic conditions for design year of occupancy shall include: statement of design year of occupancy, average annual background traffic growth, impacts of proposed developments which have already been approved, under construction and /or are pending before a town board.
 - iii. Projected impacts of the proposed development shall include: Projected peak hour and daily traffic generated by the development on roads and ways in the vicinity of the development; sight lines at the intersections of the proposed access connection and adjacent streets; existing and

proposed traffic controls in the vicinity of the proposed development; and the projected post development traffic volumes and levels of service of intersections and streets likely to be affected by the proposed development (as defined above).

- iv. Proposed mitigation shall include: A plan (with supporting text) to minimize traffic and safety impacts through such means as physical design and layout concepts, staggered employee work schedules, promoting use of public transit or carpooling, or other appropriate means; and an interior traffic and pedestrian circulation plan designed to minimize conflicts and safety problems. Measures shall be proposed so that all streets and intersections to be impacted by the project shall have the same Level of Service or better than the pre-development conditions at post-development.

SECTION 10. SIGNAGE

- A. This section is adopted pursuant to MGL Chapter 40A, MGL Chapter 93, Section 29, MGL Chapter 143, Section 3 and governs the placement of signs within the Town of Berkley. No sign(s) shall be attached, erected or otherwise installed on any property without first obtaining a sign permit from the Building Inspector.
- B. *Purpose.* The purpose of this section is to provide standards for the installation of signs so as to reduce traffic safety hazards, protect property values, promote economic development, and protect the aesthetic appearance of the town.
- C. *General Requirements.* A sign permit may be granted only in accordance with the following requirements:
 - i. Flashing, shimmering and/or rotating lights shall not be permitted.
 - ii. All signs shall be limited to the identification of premises, their occupants or users, the placement or the business conducted therein.
 - iii. No sign shall be placed which prevents the driver of a vehicle from having a clear and unobstructed view of approaching or merging traffic.
 - iv. No signs shall be internally illuminated.
- D. *Exemptions.* The following signs shall be exempted from these regulations:
 - i. Signs of less than two (2) square feet in surface area identifying occupancy of a residence;
 - ii. Historic or commemorative plaques not exceeding two (2) square feet in surface area
 - iii. No trespassing, no hunting and similar ownership signs not exceeding two (2) square feet in surface area
- E. *Residential.* The display of a sign pertaining to the use or uses of the premises with a total area of not more than nine (9) square feet. Lighting, if any, shall be by indirect white light only.
- F. *General Business.*
 - 1. Wall mounted signs.
 - a. The sign or signs shall be firmly affixed to a building.

b. The sign or signs shall not extend beyond the wall or the building to which it is attached. Roof signs shall not project more than four (4) feet above the roofline.

c. The sign or signs shall not project more than twelve (12) inches (in the case of a sign parallel with the wall, or four (4) feet (in the case of a sign projecting perpendicular from the wall) from the face of the wall on which it is attached.

d. No one wall mounted sign shall be greater than 120 square feet and no longer than 15 feet in length, which includes logos, business name and all other visual and/or written communication.

e. Wall mounted signs shall not total more than 180 square feet and shall cover no more than 15% of the wall area on which they are mounted.

2. Free standing signs.

a. No part of any free standing sign other than the post or other support structure shall be located lower than eight (8) feet above the ground level (except for signs beyond eight (8) feet from the boundary line), and no sign shall be more than twenty-three (23) feet in height above the ground level and no wider than fifteen (15) feet.

b. No face of a standing sign shall be larger than one hundred and twenty (120) square feet, nor shall any sign be located in such a way so as to impede or obstruct the view of traffic and in no event shall any part be less than eight (8) feet from any boundary line.

3. Window signs.

a. Signs painted or placed on the inside of the glass of a window may be permitted in addition to the above, provided that the aggregated area of such signs(s) do not exceed fifty (50%) percent of the area of the window glass.

SECTION 11. ADULT ENTERTAINMENT USES SEXUALLY ORIENTATED BUSINESS

A. Purpose.

The intent of the bylaw is to regulate the locations of adult entertainment uses in order to lessen the harmful secondary effects on adjacent areas. These secondary effects, which are documented in various studies of cities and towns include an increase in crime, a decline in property values, a flight of existing businesses and gradual blight of residential neighborhoods. The purpose of the Adult Entertainment Use bylaw is to prevent crime, maintain property values, protect the town's retail trade and protect and preserve the quality of residential neighborhoods. The bylaw does not prohibit adult entertainment uses, but rather provides reasonable alternative avenues of expression throughout the town.

B. Definitions

Within this section the following definitions shall be used:

ADULT BOOKSTORE. An establishment having as a substantial or significant portion of its stock in trade, books, magazines, and other matter which are distinguished or characterized by their emphasis depicting, describing, or relating to sexual conduct or sexual excitement as defined in section 31 of chapter 272 of the Massachusetts General Laws. For the purposes of this definition "substantial or significant portion of stock" shall mean greater than ten percent (10%) of the subject establishment's inventory stock; or ten percent (10%) of the subject

premise's gross floor area, or 200 sq ft, whichever is greater.

ADULT CLUB. An establishment having twenty-five (25) percent or more of its entertainment devoted to a person or persons working or performing in a state of full or partial nudity, or distinguished or characterized by an emphasis on a matter depicting, describing, or relating to sexual conduct or sexual excitement as defined in section 31 of chapter 272 of the Massachusetts General Laws.

ADULT MOTION PICTURE THEATRE. An enclosed building used for presenting material distinguished by an emphasis on matter depicting, describing or relating to sexual conduct or sexual excitement as defined in section 31 of chapter 272 of the Massachusetts General Laws.

ADULT PARAPHERNALIA STORE. An establishment having as a substantial or significant portion of its stock, devices, objects, tools, or toys which are distinguished or characterized by their association with sexual activity, including sexual conduct or sexual excitement as defined in section 31 of chapter 272 of the Massachusetts General Laws. For the purposes of this definition "substantial or significant portion of stock" shall mean greater than ten percent (10%) of the subject establishment's inventory stock; or ten percent (10%) of the subject's premise's gross floor area, or 200 sq ft, whichever is greater.

ADULT LIVE NUDITY ESTABLISHMENTS. An establishment which provides live entertainment for its patrons, which includes the display of nudity, as that term is defined in sections 31 of chapter 272 of the Massachusetts General Laws.

ADULT VIDEO STORE. An establishment having a substantial or significant portion of its stock in trade, videos, movies, or other film material which are distinguished or characterized by their emphasis depicting, describing, or relating to sexual conduct or sexual excitement as defined in section 31 of chapter 272 of the Massachusetts General Laws. For the purposes of this definition "substantial or significant portion of stock" shall mean greater than ten percent (10%) of the subject establishment's inventory stock; or ten percent (10%) of the subject premise's gross floor area, or 200 sq ft, whichever is greater.

ADULT ENTERTAINMENT USE . For the purposes of this by-law, Adult Entertainment Use shall be defined as any of the following: Adult Bookstore, Adult Club, Adult Motion Picture Theater, Adult Paraphernalia Store, Adult Video Store, Adult Live Nudity Establishment, Sexually Oriented Business as defined below, or any other business or establishment characterized by an emphasis depicting, describing or related to sexual conduct or excitement as defined in section 31 of chapter 272 of the Massachusetts General Laws. For the purposes of this definition an adult use is any use or combination of uses which either have greater than ten percent (10%) of the subject establishment's inventory stock; or ten percent (10%) of the subject premise's gross floor area, or 200 sq ft, whichever is greater devoted to materials for sale or rent distinguished by or characterized by their emphasis depicting, describing, or relating to sexual conduct or sexual excitement as defined in section 31 of chapter 272 of the Massachusetts General Laws.

SEXUALLY ORIENTATED BUSINESS: A business having as a substantial or significant portion of its stock in trade any of the following:

- a. Books, magazines, newspapers, or other written material which are distinguished or characterized by depicting or describing sexual conduct or sexual excitement as defined in General Laws Chapter 272, Section 31 as amended
- b. Videos, movies, photographs or other filmed material which are distinguished or characterized by depicting sexual conduct or sexual excitement as defined in General Laws Chapter 272, Section 31 as amended

- c. Toys and novelty items which are distinguished or characterized by depicting sexual conduct or sexual excitement as defined in General Laws Chapter 272, Section 31 as amended;
- d. Sexual paraphernalia consisting of devices, objects, tools or toys which are distinguished or characterized by depicting sexual conduct or sexual excitement as defined in General Laws Chapter 272, Section 31 as amended, and which are without medical utility; As used in this definition a "substantial or significant portion of stock in trade" shall be deemed to exist under any of the following circumstances.
- e. When the cost of such portion of the stock in trade on hand exceeds more than ten percent (10%) of the cost of all stock in trade on hand;
- f. When monthly sales, including rentals, from such portion of the stock in trade exceeds more than ten percent (10%) of the monthly sales of all stock in trade;
- g. When an area of more than ten percent (10%) of the floor area open to or observable by customers is wholly or partially used for the display or storage of such portion of the stock in trade

VIEWING BOOTHS. An enclosed portion of any commercial building or structure smaller than 20' X 20' used for the purpose of the private showing, displaying, or projecting of any motion pictures, other film products, video tapes or live acts distinguished by or characterized by their emphasis depicting, describing, or relating to sexual conduct or sexual excitement as defined in section 31 of chapter 272 of the Massachusetts General Laws for a fee.

C. Adult Entertainment Use Establishments

All Adult Entertainment Use Establishments as defined above are allowed in the Special Business Overlay District upon the granting of a special permit by the Zoning Board of Appeals. All Adult Uses shall comply with the following requirements:

D. Additional Sitting Requirements

- I. An Adult Entertainment Use shall not be allowed within a building containing other retail, consumer or residential uses, or within a shopping center, shopping plaza, or mall.
- II. The building shall be designed so that noise from any proposed entertainment is not audible (0 decibels) outside. Also all building openings, entries and windows shall be screened in such a manner as to prevent the visual access to the interior of the establishment from the exterior.
- III. A five (5) foot high solid fence or a landscaped buffer of evergreen trees or shrubs five (5) foot high at the time of planting shall be provided and maintained along the side and rear property lines.
- IV. There shall be no viewing booths within an Adult Entertainment Use establishment.

E. Sign Requirements

- I. Sign content shall identify the name of the establishment only and shall contain no advertisement in addition to this identification. Only one identification sign to be mounted on the building wall face shall be allowed for an adult entertainment use. All other signs whether on the exterior of the building or visible from the exterior of the building are prohibited.
- II. No adult entertainment establishment may have any flashing lights visible from outside the establishment. Furthermore, no sign shall rotate, or contain reflective or

fluorescent elements.

- III. No pictures, publications, videotapes, movies, covers or other advertising items that fall within the definition of an adult bookstore, adult club, adult motion picture theater, adult paraphernalia store, adult live video store, adult video store or sexually oriented business shall be displayed in the windows of, or on the building of, any adult entertainment use establishment.

F. Special Permit Submission And Approval

A site plan shall be submitted by the applicant in order that the Special Permit Granting Authority may determine that the above standards have been met. The site plan shall be prepared and submitted in accordance with Section 7.D. Site Plan Review of this by-law. The site plan shall also show when appropriate the distances between the proposed adult entertainment use establishment and any residential use or zoning district, public or private school, church or other religious facility, public park or recreation area, group day care center, family day care center, nursing home and hospital, municipal building, and any other adult entertainment use establishment(s). All applications for a Special Permit must include the following information:

- I. Names and addresses of the legal owner(s) of the Adult Entertainment Use Establishment.
- II. Name and addresses of all persons having a fee, equity and/or security interest in such establishment and the on-site manager. In the event a corporation, partnership, trust or other entity is listed, the name and address of every person who has an ownership interest and/or beneficial interest in the entity must be listed in order that the Special Permit Granting Authority will know who are the persons who will actually own and control the establishment. The applicant and/or owner must disclose if they have been convicted of violating the provisions of Massachusetts General Laws section sixty-three of chapter one hundred and nineteen or section twenty-eight of chapter two hundred and seventy-two.
- III. The number of employees, or proposed number of employees, as the case may be.
- IV. Proposed security precautions.

G. In approving a Special Permit, the Special Permit Granting Authority may attach such conditions, limitations and safeguards as are deemed necessary to protect the immediate area and the Town, including limitations on hours of operation, provided however that no such conditions in fact prohibit the use of the property for the use intended. No Special Permit shall take effect until such decision has been recorded in the Registry of Deeds.

H. The Special Permit shall be issued to the owner of the establishment and shall not transfer with a change in ownership of the business and/or property.

I. Special Permits for Adult Entertainment Establishments shall not be granted to any person or persons convicted of violating the provisions of Massachusetts General Laws Chapter 119, Section 63, nor Massachusetts General Laws Chapter 272, Section 28, similar laws in other states.

J. Lapse of Permit. Any special permit granted hereunder for an adult entertainment use establishment shall lapse after one year, including such time required to pursue or await the determination of an appeal from the grant thereof, if a substantial use thereof has not sooner commenced except for good cause, or if in the case of a permit for construction, if construction has not begun by such date except for good cause, including such time to pursue or await the determination of an appeal referred to in Massachusetts General Laws Chapter 40A, Section 17, from the grant thereof.

- i. The Special Permit shall lapse after two years, unless a shorter term is specified by the Special Permit Granting Authority. Upon receipt of a valid application, the Special Permit Granting Authority may grant another Special Permit provided that the Board finds that all conditions of this Section and of approval have been complied with.
- ii. The Special Permit shall not be renewed if any of the following has taken place on or in proximity to and associated with the premises, a) unlawful sexual activity; b) gambling; c) drug use; d) violent crimes; e) offenses against children; f) repeated public disturbances requiring intervention by the police; and, g) any other illegal activities.
- iii. Violation of any of the conditions of approval of the Special Permit shall be grounds for non-renewal of the Special Permit as provided for above.

K. Prohibited Uses. Nothing in this By-law is intended to authorize, legalize or permit the establishment, operation or maintenance of any business, building or use which violated any Town Ordinance or Statute of the Commonwealth of Massachusetts regarding public nuisances, sexual conduct, lewdness, or obscene or harmful matter, or the exhibition or public display thereof.

Section 12: AQUIFER PROTECTION DISTRICT

A. Purpose and Intent:

The purpose of this Aquifer Protection District is to prevent the contamination of and protect and preserve the availability of clean ground water, which provides existing as well as potential water supply to the Town of Berkley's residences and businesses;

1. To conserve the natural resources of the town;
2. To protect the groundwater and the major recharge areas of the Town from adverse land use practices.

B. Definition of Terms:

Aquifer: A geologic formation composed of rock, sand, or gravel, capable of yielding over eighty gallons per minute of potentially usable, or recoverable, amounts of water.

Groundwater: Water in the surface zone beneath the water table where most or all pore spaces are filled with water.

Hazardous substance: Any hazardous substance or mixture of such physical, chemical, or infectious characteristics as to pose significant actual or potential hazard to water supplies, or to human or animal health, if such substance or mixture were discharged to land or waters of this town.

Impervious surface: Natural or manmade material on or above the ground that does not allow surface water to penetrate into the subsurface soil.

Leachable waste: Waste materials, be they directly relatable or by-products of surface or subsurface generators including solids, sewage, sludge, and agricultural wastes that are capable of releasing waterborne contaminants to the surrounding environment.

Mining of land: Removal or relocation of geologic materials, including topsoil, for the purpose of extracting soil, sand, loam, gravel, metallic cores, or bedrock.

Pervious Surface: Surface areas that consist of natural or manmade material on or above the ground that allows surface water to penetrate into the subsurface soil and which do not become impervious due to use or other actions.

Recharge area: That area (including primary, secondary, and tertiary recharge areas) composed of permeable stratified sand and gravel, and certain wetlands that collect surface water and carry it to aquifers.

Primary recharge area: Part of the recharge area that lies directly over the designated aquifer, and adjacent areas of strata, from which groundwater flows directly into the aquifer.

Secondary recharge area: Part of the recharge area that lies adjacent to the primary area, and from which groundwater moves down gradient into the aquifer.

Tertiary recharge area: These are the upstream drainage areas that traverse the primary and/or secondary recharge areas.

Septage: Sludge produced by domestic waste that is pumped from septic tanks.

Solid waste: Discarded solid material, decomposing or not, which may contain other liquid or gaseous materials, but with insufficient liquid content to be free-flowing. This includes, but is not limited to, rubbish, garbage, scrap materials, junk, refuse, inert fill material.

C. Scope:

The Aquifer Protection District encompasses those areas of the Town where groundwater flow rates equal (100 – 300) gallons per minute or greater, as delineated on a map at a scale 1:X, titled “Aquifer Protection District, Town of Berkley” and is the most recent on file at the office of the Town clerk. These boundaries reflect the USGS hydrogeologic information as of the date of the enactment hereof. The boundaries encompass the aquifer, and the aquifer’s most significant recharge areas. The Aquifer Protection District imposes additional regulations, in cases of conflicting use regulations, the more restrictive zoning requirements shall apply.

D. Delineation of Aquifer Protection District:

Certain Aquifer Protection Districts are hereby established within the Town. These Districts contain aquifers and/or aquifer recharge areas as determined by United States Geological Survey (USGS) standard geological and hydrogeologic investigations that have included observation wells, exiting boring data, geophysical techniques, pump tests, water samples and geologic maps.

The boundaries of this District are delineated on a map at a scale of 1:X titled “Aquifer Protection District, Town of Berkley” and is the most recent. This map is on file in the office of the Town Clerk. These boundaries reflect the best USGS hydrogeologic information available as of the date this map was created. Where these boundaries are in doubt or in dispute, the burden of proof shall

be upon the owner(s) of the land in question to show where the boundaries should be properly located. At the request of the owner(s), the town may engage a professional geologist; hydrogeologist, engineer, or other qualified expert trained and experienced in hydrogeology to determine more accurately the location and extent of an aquifer or recharge area, and may charge the owner(s) for the entire cost of the investigation.

E. Use Regulations:

1. **Uses Authorized:** The following specific uses of land shall apply within the boundaries of the Aquifer Protection District.

- a) Maximum, one dwelling unit per 65,340 square feet of land area, provided no more than 15% of each, lot including driveways and roofs of buildings and structures, is rendered impervious. Larger percentages, if required, may be constructed with permeable material;
 - b) Subject: Pesticides and fertilizers which are in compliance with mandated and revised federal and state regulations, greater than household quantities, and which are subject to a yearly review and update by the Board of Health;
 - c) Storage of liquid petroleum products of any kind, except those incidental to home or businesses intended to be consumed on-site for space heating, hot water heating, cooking purposes or outdoor maintenance shall be in tanks not exceeding (660 – 1,000) gallons for residential use and (2,000) gallons for commercial use whose design and installation is reviewed and approved by the Fire Department in accordance with safety regulations, 527 CMR 9.0. Storage must be above ground, either in a free standing container within a building or in a free standing container above ground level with protection adequate to contain a spill the size of the container's total storage capacity;
 - d) Conservation of soils, water, plants, and wildlife;
 - e) Outdoor recreation, nature study, fishing, hunting;
 - f) Runoff from impervious surfaces shall be recharged on-site and diverted towards areas covered by vegetation for surface infiltration to the maximum extent possible;
 - g) Normal residential lawn and garden maintenance;
2. Uses Not Permitted:
- a) Storage of animal manures, unless such storage is covered or contained, or in accordance with the specifications of the National Resource Conservation Service (NRCS).
 - b) Dry cleaning processing plants;
 - c) Floor Drains – No floor drain may be permitted in any structure as per 310CMR 22.21 (2)(a)8;
 - d) The manufacture, use, storage or disposal of hazardous substances;
 - e) Car washes, Laundromats, automotive service and repair facilities, sanitary landfills, dumps, junk yards, storage or disposal of solid waste. Sludge or septage may only be stored in compliance with 310 CMR 32.30 and 32.31;
 - f) Storage of commercial fertilizers as defined in M.G.L. c. 182, §63, unless such storage is within a structure designed to prevent the generation and escape of leachable waste or contaminated runoff;
 - g) The mining/removal of land within four feet of the historical high groundwater table elevation as per 310 CMR 22.21 (2)(b)6;
 - h) Impervious cover on any lot, including buildings, structures, driveways, parking areas, gravel areas, patios, storage areas or any other impermeable surfaces that exceed 15% percent in the Residential District of land area or 9801 square feet;
 - i) Sewage treatment facilities but not individual sewage disposal systems;
 - j) Underground storage of petroleum or similar product.
 - k) Commercial photographic processing;
 - l) Commercial exterior storage of sodium chloride, calcium chloride, chemically treated abrasives or other chemically treated abrasives or other chemicals used for snow and ice removal;
 - m) Industrial uses which discharge process wastewater on-site.
3. Uses Requiring Special Permit:
- a) Commercial or industrial uses which are permitted in the underlying zone, provided that the development will not increase any loading of contaminants to the groundwater. All such commercial and industrial uses may be constructed and operated in such a manner

as to discharge no wastewater except normal sanitary waste to subsurface disposal systems;

b) Any use not mentioned above or in the sections of these Bylaws shall be By a Special Permit;

c) Replacement, rehabilitation and modification of pre-existing non-conforming uses, in accordance with the Town of Berkley's Zoning Bylaws. The Special Permit Granting Authority shall not grant such approval unless it shall find that such expansion shall not increase the risk of contamination of groundwater.

F. Special Permits and Procedure:

After public notice and public hearing per M.G.L. Chapter 40A, Section 9, and after due consideration of any reports and recommendations of other boards or agents, the Planning Board may grant a Special Permit provided only that the proposed use or work:

a) Is in harmony with the purpose and intent of this Bylaw and will promote the protection of this district;

b) Is appropriate to the natural topography, soils and other characteristics of the site to be developed;

c) Will not have, during construction and after, an adverse environmental impact on an aquifer or its recharge area;

d) Will not adversely affect an existing water supply.

G. Right of Appeal:

Any person aggrieved by a decision of the Planning Board may seek judicial review thereof in accordance with M.G.L. Chapter 40A, Section 17.

H. Invalidity

The invalidity of any section, sentence or provision of this Bylaw shall not affect the validity on any other section, sentence, or provision thereof

SECTION 13: ACCESSORY APARTMENTS

1. Purpose and Intent:

The intent of this subsection is to allow accessory apartments in owner-occupied single-family dwellings. Its purpose is to:

a. Add moderately-priced rental units to the housing stock to meet the needs of small households, both young and old;

b. Make housing units available to moderate-income households who might otherwise have difficulty finding housing in the town;

c. Provide older homeowners with a means of obtaining rental income, companionship, security and services, and thereby enabling them to stay more comfortably in homes and neighborhoods they might otherwise be forced to leave.

2. Accessory Apartments by Special Permit:

The Planning Board may grant a Special Permit for the alteration of a single family dwelling to include an accessory apartment in any residential district, subject to the following provision

a. The apartment will be a complete, separate housekeeping unit that functions as a separate unit from the principal dwelling.

b. The accessory apartment shall not exceed 900 S.F. of gross floor area. Accessory apartments shall contain the following:

1. The unit shall be provided with a separate closet.

2. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches in front.

3. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.

- c. Any new outside entrance to serve an accessory apartment shall be located on the side or in the rear of the building.
- d. The apartment shall not be held in, or transferred into separate ownership from the principal dwelling under a condominium form of ownership, or otherwise.
- e. At least one parking space is available for use by occupants of the apartment.
- f. The alterations shall be limited to only one (1) structure on the lot, the principal dwelling.

If the dwelling is located on a lot that does not conform to the dimensional requirements of the Town of Berkley the alterations shall not expand the footprint or the envelope of the building, as it existed on the effective date of this bylaw, by more than 25%, or 500 square feet, whichever is greater. In no case shall an accessory apartment be allowed with less than 30,000 S.F.
- g. The record owner of the lot shall reside on the property, in either the principal dwelling or the accessory apartment.
- h. The sanitary disposal system for the accessory apartment and principal structure shall comply with the applicable Berkley Board of Health and Title V regulations.
- i. Utilities such as water, electric, and gas necessary for the accessory apartment shall be extensions of the existing utilities serving the principal single-family dwelling. No new utility services or meters shall be installed for the use of the accessory apartment.
- j. The Special Permit shall be issued to the record owner of the lot and shall specify that the owner must occupy one of the dwelling units.
- k. The Special Permit shall be recorded at the Registry of Deeds or Land Court against the title of the record owner of the lot.

Prior to the issuance of a building permit, the applicant must submit proof of the recording of the special permit
- l. Prior to the issuance of a permit, the owner(s) must notify the Building Inspector in writing that the owner will occupy one of the dwelling units on the premises as the owner's permanent/primary residence, except for bona fide temporary absence
- m. When a structure which has received a Permit for an accessory apartment is sold, the new owner(s), if they wish to continue to exercise the Permit, must within thirty (30) day of the sale, submit a sworn and notarized written statement to the Building Inspector stating that they will occupy the principal dwelling unit on the premises as their primary residence. This statement shall be listed as a condition on any permits that are issued under this Section.
- n. No more than one accessory (1) apartment shall be allowed within a single-family dwelling.
- o. Amnesty:

Owners of existing dwellings with an un-permitted accessory apartment shall have one year of amnesty from the effective date of this section to obtain a Special Permit from the Planning Board. By filing the Application for Special Permit for the accessory unit, all owners consent to an inspection without a warrant upon reasonable notice by the Building Inspector and the Fire Department to ensure compliance with all terms of this section and conditions imposed upon the grant of the Special Permit

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):

5/18/23
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: 5/4/23
- b. Name of publication: Taunton Daily

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: 4/29/23

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: 5/9/23

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. 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:

FreeMarketMA LLC

Name of applicant's authorized representative:

Timothy Reed

Signature of applicant's authorized representative:

Timothy Reed



Digitally signed by Timothy Reed
Date: 2023.06.13 08:50:38 -04'00'



Notice is hereby given that a Community Outreach Meeting for the proposed Marijuana Establishments FreeMarketMA LLC and FreeMarket Delivery is scheduled for May 18, 2023 at 6pm at 118 Bayview Avenue, Berkley, MA 02779. The proposed Outdoor Cultivation, Product Manufacturing and Delivery facility is anticipated to be located at 118 Bayview Avenue, Berkley, MA 02779. There will be an opportunity for the public to ask questions.

masspublicnotices.org/(S(kmcabba3gemvlzqwynmws3tq))/Details.aspx?SID=kmcabba3gemvlzqwynmws3tq&ID=453436

Bill4Time aDean.law Cogent 2023 MCLE MA SOS Eastern Box Cogent MassCIP NEC News MyFaxCentral Avidia

Taunton Daily Gazette

Publication Logo Unavailable

Publication Name:
Taunton Daily Gazette

Publication URL:
www.tauntongazette.com/

Publication City and State:
Taunton, MA

Publication County:
Bristol

Notice Popular Keyword Category:

Notice Keywords:
freemarketma

Notice Authentication Number:
202305190816447391255
1203269367

Home > Search Results > Public Notice Detail

EMAIL PRINT

Back
Notice Publish Date:
Thursday, May 04, 2023

Notice Content

118 Bayview Avenue, Berkley LEGAL NOTICE Notice is hereby given that a Community Outreach Meeting for the proposed Marijuana Establishments **FreeMarketMA** LLC and FreeMarket Delivery is scheduled for May 18, 2023 at 6pm at 118 Bayview Avenue, Berkley, MA 02779. The proposed Outdoor Cultivation, Product Manufacturing and Delivery facility is anticipated to be located at 118 Bayview Avenue, Berkley, MA 02779. There will be an opportunity for the public to ask questions. #8777752 TDG 5/4/23

Back



Exhibit B

Adrienne Dean <adrienne@adean.law>

Notice of Community Outreach Meeting - FreeMarketMA LLC

Heather Almy <TownClerk@berkleyma.us>
To: Adrienne Dean <adrienne@adean.law>

Tue, May 2, 2023 at 3:13 PM

Hi Adrienne,

I did receive your previous email, I forwarded it along to the Board of Selectmen/ Town Administrator.

Thank you,

Heather J. Almy

Town Clerk

Records Access Officer

Town of Berkley

1 North Main St.

Berkley, MA 02779

508-822-3348

From: Adrienne Dean [mailto:adrienne@adean.law]

Sent: Tuesday, May 02, 2023 2:35 PM

To: Heather Almy

Subject: Notice of Community Outreach Meeting - FreeMarketMA LLC

Good morning Ms. Almy,

At your earliest convenience, could you please confirm receipt of my earlier email. Thanks very much!

Kind Regards,

Adrienne Dean, Esq.

Founder, A. Dean Law, P.C.

[234 Littleton Road, #1B, Westford, MA](#)

adrienne@adean.law

fax: (978) 428-1287

ph: (978) 770-8163

Exhibit B

This communication including all attachments may be subject to the attorney-client privilege or the attorney-work-product privilege or may be otherwise confidential. Any dissemination, copying or use of this communication by or to anyone other than the designated and intended recipient(s) is unauthorized. If you are not the intended recipient, please delete or destroy this communication immediately.

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

From: **Adrienne Dean** <adrienne@adean.law>

Date: Sat, Apr 29, 2023 at 2:28 PM

Subject: Notice of Community Outreach Meeting - FreeMarketMA LLC

To: Heather Almy <TownClerk@berkleyma.us>

Dear Ms. Almy,

As required by 935 CMR 500.101(1)(a)9e., I am writing to inform you that a Community Outreach Meeting for the proposed Marijuana Establishments FreeMarketMA LLC and FreeMarket Delivery is scheduled for May 18, 2023 at 6pm at [118 Bayview Avenue, Berkley, MA 02779](#). The proposed Outdoor Cultivation, Product Manufacturing and Delivery facility is anticipated to be located at [118 Bayview Avenue, Berkley, MA 02779](#). There will be an opportunity for the public to ask questions. I am attaching a copy of the notice that will be published in the Taunton Daily Gazette on May 4, 2023.

Kind Regards,

Adrienne Dean, Esq.

Founder, A. Dean Law, P.C.

[234 Littleton Road, #1B, Westford, MA](#)

adrienne@adean.law

fax: (978) 428-1287

ph: (978) 770-8163

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TOWN OF BERKLEY
MASSACHUSETTS

OFFICE OF THE ASSESSORS
1 NORTH MAIN STREET
BERKLEY, MA 02779

508.822.7955
Fax # 508-967-7425

APPLICATION FOR CERTIFIED ABUTTERS LIST

NAME:

Adrienne Dean

ADDRESS:

*234 Littleton Rd #1B
Westford MA*

TELEPHONE:

SUBJECT LOT

STREET:

118 Bay View Ave

NOTIFICATION REQUIREMENTS: CIRCLE ONE

Conservation Commission: 100 ft

Telephone Pole Relocation: Direct Abutters
Above, Below and Across

All other boards and commissions: 300 ft

SPGA: 300 Ft, includes 4 copies of deeds and maps.

I UNDERSTAND AND AGREE TO THE CHARGE OF \$1.25 PER NAME OF LISTED ABUTTERS AND A FEE OF \$15.00 FOR THE LIST RESEARCH. THERE IS ALSO AN ADDITIONAL \$5.00 COPY FEE FOR THE SPGA LIST. PAYMENT MAY BE MADE IN FULL AT THE TIME OF PICK-UP.

SIGNATURE OF APPLICANT:

Email

DATE RECEIVED:

received
MAY 01 2023

NUMBER OF ABUTTERS:

FEE: \$15.00

TOTAL

*16 @ 1.25 \$20.00
15.00
\$35.00*

Date: 04/29/2023 [02:33:22 PM EDT]
From: Adrienne Dean <adrienne@adean.law>
To: BerkleyBOA@berkleyma.us
Subject: Request for abutters List

To Whom It May Concern,

I am writing to request a list of abutters within 300 feet of 118 Bayview Avenue. Please contact me if you have any questions or concerns, or if you require payment information.

Kind Regards,

Adrienne Dean, Esq.

Founder, A. Dean Law, P.C.

234 Littleton Road, #1B, Westford, MA

adrienne@adean.law

fax: (978) 428-1287

ph: (978) 770-8163

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Town of Berkley, MA Abutters Report

300ft. Abutters of Property 027/014.0-0014-0000.0
at 118 BAY VIEW AVE

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 8/18/2022.

027/007.0-0157-0002.0 [REDACTED]	122 BAY VIEW AVE	027/007.0-0157-0002.0	[REDACTED] 122 BAYVIEW AVE BERKLEY, MA 02779
027/007.0-0157-0003.0 [REDACTED]	120 BAY VIEW AVE	027/007.0-0157-0003.0	[REDACTED] 120 BAY VIEW AVE BERKLEY, MA 02779
027/014.0-0010-0000.0 [REDACTED]	102 BAY VIEW AVE	027/014.0-0010-0000.0	[REDACTED] 102 BAY VIEW AVE BERKLEY, MA 02779
027/014.0-0011-0001.0 [REDACTED]	108 BAY VIEW AVE	027/014.0-0011-0001.0	[REDACTED] 108 BAY VIEW AVE BERKLEY, MA 02779
027/014.0-0011-0002.0 [REDACTED]	110 BAY VIEW AVE	027/014.0-0011-0002.0	[REDACTED] 110 BAY VIEW AVE BERKLEY, MA 02779
027/014.0-0012-0000.0 [REDACTED]	112 BAY VIEW AVE	027/014.0-0012-0000.0	[REDACTED] 112 BAY VIEW AVE BERKLEY, MA 02779
027/014.0-0018-0000.0 [REDACTED]	0 SHOVELS NECK	027/014.0-0018-0000.0	[REDACTED] 93 SO MAIN ST ASSONET, MA 02702
027/014.0-0024-0000.0 [REDACTED]	0 RR SHOVELS NECK	027/014.0-0024-0000.0	[REDACTED] 500 WESTOVER DR #10846 SANFORD, NC 27330




Town of Berkeley, MA Abutters Report

300ft. Abutters of Property 027/014.0-0014-0000.0
at 118 BAY VIEW AVE

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 8/18/2022.

I hereby certify that the names and mailing addresses of the persons shown on the above list are the names and addresses of the owners of record as shown on the most recent certified tax list dated January 2022

Signed,



Not official unless stamped by
the Board of Assessors

Name: _____

Gary Hoyt

Title: _____

Assessor

Date: _____

5-1-2023

**Property Information**

Property ID 027/014.0-0014-0000.0
Location 118 BAY VIEW AVE
Owner OSPREY POINT FARM, LLC



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Berkley, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 8/18/2022
Data updated 8/18/2022

Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.



Town of Berkley, MA Abutters Report

300ft. Abutters of Property 027/014.0-0014-0000.0
at 118 BAY VIEW AVE

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 8/18/2022.

Abutter	Site Address	Property ID	Owner Address
027/006.0-0052-0000.0 N [REDACTED]	103 BAY VIEW AVE	027/006.0-0052-0000.0	[REDACTED] 103 BAY VIEW AVE BERKLEY, MA 02779
027/006.0-0053-0000.0 [REDACTED]	105 BAY VIEW AVE	027/006.0-0053-0000.0	[REDACTED] 105 BAY VIEW AVE BERKLEY, MA 02779
027/006.0-0055-0000.0 [REDACTED]	107 BAY VIEW AVE	027/006.0-0055-0000.0	[REDACTED] JR 107 BAY VIEW AVE BERKLEY, MA 02779
027/006.0-0056-0000.0 [REDACTED]	115 BAY VIEW AVE	027/006.0-0056-0000.0	[REDACTED] 115 BAY VIEW AVE BERKLEY, MA 02779
027/006.0-0056-0001.0 [REDACTED]	111 BAY VIEW AVE	027/006.0-0056-0001.0	[REDACTED] 111 BAY VIEW AVE BERKLEY, MA 02779
027/006.0-0058-0000.0 [REDACTED]	9 DEANS LN	027/006.0-0058-0000.0	[REDACTED] 9 DEAN LN BERKLEY, MA 02779
027/006.0-0059-0001.0 [REDACTED]	125 R BAY VIEW AVE	027/006.0-0059-0001.0	[REDACTED] 125 BAY VIEW AVE BERKLEY, MA 02779
027/007.0-0157-0001.0 K [REDACTED]	120 R BAY VIEW AVE	027/007.0-0157-0001.0	[REDACTED] PO BOX 529 ASSONET, MA 02702

Free Market MA LLC
401 Middle St.
Acushnet, MA 02743

107 Bay View Ave
Berkley, MA 02779

Free Market MA LLC
401 Middle St.
Acushnet, MA 02743

103 Bay View Ave
Berkley, MA 02779

Exhibit C

Free Market MA
401 Middle St.
Acushnet, MA 02743

108 Bay View Ave
Berkley, MA 02779

Free Market MA LLC
401 Middle St.
Acushnet, MA 02743

105 Bay View Ave
Berkley, MA 02779

401 Middle St.
Acushnet, MA 02743

93 So. Main St.
Assonet, MA 02702

Free Market MA
401 Middle St.
Acushnet, MA 02743

110 Bay View Ave
Berkley, MA 02779

Free Market MA
401 Middle St.
Acushnet, MA 02743

500 Westover Dr. #10846
Sanford, NC 27330

Free Market MA
401 Middle St.
Acushnet, MA 02743

112 Bay View Ave
Berkley, MA 02779

Free Market MA LLC
401 Middle St.
Acushnet, MA 02743

111 Bay View Ave
Berkley, MA 02779



Free Market MA LLC
401 Middle St.
Acushnet, MA 02743

115 Bay View Ave
Berkley, MA 02779



Exhibit C

Free Market MA LLC
401 Middle St.
Acushnet, MA 02743

122 Bayview Ave
Berkley, MA 02779



Free Market MA LLC
401 Middle St.
Acushnet, MA 02743

9 Dean Lane
Berkley, MA 02779



Free Market MA LLC
401 Middle St.
Acushnet, MA 02743

120 Bay View Ave
Berkley, MA 02779



Free Market MA LLC
401 Middle St.
Acushnet, MA 02743

125 Bay View Ave
Berkley, MA 02779



Free Market MA LLC
401 Middle St.
Acushnet, MA 02743

102 Bay view Ave
Berkley, MA 02779



Free Market MA LLC
401 Middle St.
Acushnet, MA 02743

P.O. Box 529
Assonet, MA 02702



Plan to Positively Affect Areas of Disproportionate Impact

FreeMarketMA LLC is committed to having a positive impact on areas of disproportionate impact identified by the Commission. The specific goal of FreeMarketMA's positive impact plan is to provide business assets towards an endeavor in a geographical location designated as a disproportionately impacted area that will have a positive impact on the members of that community. In service thereof, FreeMarketMA has adopted the following program:

Donating \$1,500 **no less than annually** to The Family Pantry – Damien's Place, a food pantry that serves Wareham and New Bedford, two communities identified as [Areas of Disproportionate Impact](#) in the Commission's guidance. The Family Pantry – Damien's Place's mission is to help end hunger in the greater Wareham/New Bedford area by giving food to the people in need, promoting education and hunger awareness in the community, and providing information to its guests regarding other community resources.

As evidence of this commitment, FreeMarketMA has attached as Exhibit A hereto a letter from Pauline Lally, Executive Director of The Family Pantry – Damien's Place, stating that her organization will accept a donation from FreeMarketMA.

The program's success will be measured on an annual basis according to the company's fiscal year by data generated by FreeMarketMA's Managers indicating the amount of funds donated. For the program to be considered successful, FreeMarketMA must have donated \$1,500 to The Family Pantry – Damien's Place no later than 60 days prior to license renewal.

FreeMarketMA will adhere to the marketing and advertising requirements set forth in 935 CMR 500.106(4). Any actions taken or programs instituted by FreeMarketMA will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

May 1, 2023

To Whom It May Concern:

I am writing on behalf of The Family Pantry – Damien’s Place to acknowledge that our organization is willing to accept a monetary donation in the amount \$1,500 or more from FreeMarketMA LLC. Our organization serves Greater Wareham and New Bedford residents.

With gratitude,



Pauline Lally
Executive Director
The Family Pantry-Damien’s Place Corp



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

William Francis Galvin
Secretary of the
Commonwealth

May 5, 2023

TO WHOM IT MAY CONCERN:

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

FREEMARKETMA LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 31, 2023**.

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: **TRAVIS ALAHMAR, TIMOTHY ERIC REED, NICHOLAS ADAM HOLT**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **TRAVIS ALAHMAR, TIMOTHY ERIC REED, NICHOLAS ADAM HOLT**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **TRAVIS ALAHMAR, TIMOTHY ERIC REED, NICHOLAS ADAM HOLT**



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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001633917

1. The exact name of the limited liability company is: FREEMARKETMA LLC

2a. Location of its principal office:

No. and Street: 401 MIDDLE ROAD
 City or Town: ACUSHNET State: MA Zip: 02743 Country: USA

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

No. and Street: 401 MIDDLE ROAD
 City or Town: ACUSHNET State: MA Zip: 02743 Country: USA

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

FREEMARKETMA LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: TRAVIS ALAHMAR
 No. and Street: 401 MIDDLE ROAD
 City or Town: ACUSHNET State: MA Zip: 02743 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	TRAVIS ALAHMAR	401 MIDDLE ROAD ACUSHNET, MA 02743 US
MANAGER	TIMOTHY ERIC REED	153 JEPSON STREET FALL RIVER, MA 02723 US
MANAGER	NICHOLAS ADAM HOLT	640 MARYS POND ROAD ROCHESTER, MA 02770 US

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	TIMOTHY ERIC REED	153 JEPSON STREET FALL RIVER, MA 02723 US
REAL PROPERTY	NICHOLAS ADAM HOLT	640 MARYS POND ROAD ROCHESTER, MA 02770 US
REAL PROPERTY	TRAVIS ALAHMAR	401 MIDDLE ROAD ACUSHNET, MA 02743 US

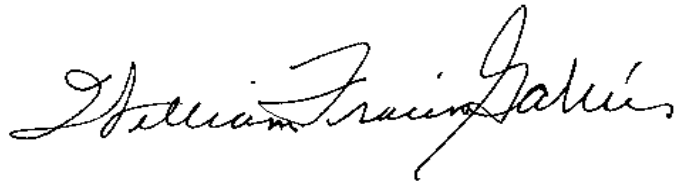
9. Additional matters:
CURRENTLY NOT APPLICABLE.

SIGNED UNDER THE PENALTIES OF PERJURY, this 31 Day of January, 2023,
TIMOTHY REED
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

January 31, 2023 06:29 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT OF

FREEMARKETMA LLC

(a Member-Managed Massachusetts Limited Liability Company)

Effective as of May 23, 2023

THE UNITS REPRESENTED BY THIS OPERATING AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH UNITS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

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OPERATING AGREEMENT OF FREEMARKETMA LLC

(a Massachusetts Limited Liability Company)

This OPERATING AGREEMENT (this “**Agreement**”) of FREEMARKETMA LLC, a limited liability company organized under the laws of the Commonwealth of Massachusetts (the “**Company**”), is entered into and made effective as of May 12, 2023, by and amongst the Company, William Nixon, a domiciliary of the Commonwealth of Massachusetts, Timothy Eric Reed, a domiciliary of the Commonwealth of Massachusetts, Travis Alahmar, a domiciliary of the Commonwealth of Massachusetts, Nicholas Adam Holt, a domiciliary of the Commonwealth of Massachusetts, and all other persons or entities who shall execute and deliver this Agreement or authorized counterparts or facsimiles of the same pursuant to the provisions hereof.

WHEREAS, the Company was formed by the filing of the Certificate of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on January 31, 2023;

WHEREAS, the Members and the Company intend that this Agreement shall set forth the understanding amongst them with respect to the terms and conditions of their respective interests, rights and obligations with respect to the Company, its management and operation, and the economic arrangement between the Members with respect to the Company; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1: GENERAL

Definitions. Certain capitalized terms used in this Agreement shall have the respective meanings set forth on **Schedule B** attached hereto and made a part hereof, unless otherwise expressly provided herein or unless the context otherwise requires. Certain capitalized terms not defined herein may be defined in the provisions of the Massachusetts Limited Liability Company Act.

Overview. This Agreement sets forth, among other things, the manner in which the Company will be operated and the manner in which the profits and losses of the Company will be shared by the Members.

Name. The name of the Company shall be FREEMARKETMA LLC.

Principal Office. The principal office of the Company shall be at 401 Middle Road, Acushnet, MA 02743 or at such other place or places as a Member may determine from time to time.

Registered Office. The registered office of the Company shall be the office of the resident agent named on the Certificate of Organization or such other office (which need not be a place of business of the Company) as a Member may designate from time to time in the manner provided by the Act and applicable law.

The resident agent for service of process on the Company in the Commonwealth of Massachusetts shall be the resident agent named in the Certificate of Organization or such other Person or Persons as the Members may designate from time to time in the manner provided by the

Act and applicable law.

Term. The Company commenced on January 31, 2023, the date that the Certificate of Organization of the Company was filed with the Massachusetts Secretary of the Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

Purposes. The purpose of the Company shall be to engage in any business that is not prohibited by the Act or any other law, and to enter into any lawful transaction and engage in any lawful activities in furtherance of the foregoing purpose as may be necessary, incidental or convenient to carry out the business of the Company as contemplated by this Agreement.

Title to Property. All Company Property shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in his, her or its individual name or right solely by reason of being a Member, and except as otherwise provided in this Agreement, each Member's interest in the Company shall be personal property for all purposes. The Company shall hold all Company Property in the name of the Company and not in the name of any Member.

Operating Agreement and the Act. This Agreement shall constitute the "operating agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

ARTICLE 2: MEMBERS

§2.1 Meetings of Members.

The Members shall meet at least once each Fiscal Year at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree, or telephonically, as further described below, on such date and at such time as may be fixed by the Members for the transaction of such lawful business as may come before the meeting. Special meetings of the Members may be called by any Member upon written notice to the other Members or by telephone or facsimile, which notice must be given no fewer than two (2) business days and no more than sixty (60) days prior to the date of the meeting. No business shall be acted upon at a special meeting that is not stated in the notice of the meeting. Meetings of Members may be held by telephone or any other communications equipment, by means of which all participating Members can simultaneously hear each other during the meeting. Special meetings shall be held at the principal office of the Company or at such other place within or outside of the Commonwealth of Massachusetts as the Members may agree. All meetings of the Members shall be called to order and presided over by such Person or Persons who may be designated by the Members.

§2.2 Quorum.

Unless a quorum consisting of members holding at least a majority of the units on the particular subject matter of the meeting are present in person or by proxy, no action may be

taken at a meeting of the Members.

§2.3 Action by Written Consent.

Any action that may be taken at a meeting of the Members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by Members holding at least a majority of the units entitled to vote on the particular action (subject to the Class A Member's Veto Right, defined in §2.4 below). All Members entitled to vote who do not participate in taking the action by written consent shall be given written notice thereof by the Company promptly after such action has been taken.

§2.4 Voting Rights; Required Vote.

Each unit shall carry a single vote and an action will prevail by a majority vote of the units. All units vote together as a single class. Notwithstanding the foregoing, the Class A Member shall have the right to veto certain operational and management decisions unrelated to the day-to-day operations, which right would involve decisions regarding the distribution of profit and losses, expenditure for capital expenses and salaries (the "Veto Right"); these decisions would be discussed amongst all the Members. The Class A Member's Veto Right expires once he has received his Preferred Return, at which point the Class A Member shall become *pari passu* with the Class B Members in all respects. The Class A Member shall be paid a salary equal to the highest paid employee for so long as he is a Member notwithstanding Class designation.

§2.5 Deadlock.

In the event that a proposed action of the Members does not receive the vote, consent or approval of a majority of the holders of units entitled to vote on a particular action and results in a deadlock of the Members (a "**Deadlock**"), the Deadlock shall be resolved as follows: The Members shall mutually agree upon an independent third party of relevant experience and competence to provide mediation. If after 90 days of mediation the matter still has not been decided, the matter shall be submitted to arbitration to be conducted by the American Arbitration Association.

§2.6 Issuance of Additional Units.

The Company may not sell or issue additional Units or other equity interests in the Company ("**New Units**") without the affirmative vote, consent, or approval of a majority vote of the Members voting as a single class. Dilution, whether or not *pro rata*, shall be determined at the time of issuance of such Units by a majority vote of the Members. . The Class A Members membership interest shall not be diluted without his consent so long as he is a Member notwithstanding Class designation.

§2.7 Preemptive Rights of Members.

Any sale and issuance of New Units shall be subject to the following preemptive rights of the Members (the "**Preemptive Rights**"): The Company must first offer each Member the opportunity to purchase up to a percentage of the New Units equal to such Member's Economic Interest Percentage at the time of the proposed offering, so that, after the issuance of all such proposed New Units, such Member's Economic Interest Percentage will

be the same as that maintained by such Member immediately prior to the issuance of any such New Units.

§2.8 Activities of Members.

To the extent permitted under the Act, the following provisions shall apply:

Nothing in this Agreement shall preclude any Member, or any Affiliates of any Member, from engaging in other transactions and possessing interests and making investments in and loans to other business ventures of any nature or description (except, without limitation, businesses that compete directly with the Company), independently or with others, whether existing as of the date hereof or hereafter coming into existence, and neither the Company nor any other Member shall have any rights in or to any such other transactions, investments or ventures or the income or profits derived therefrom. Notwithstanding this provision, no Member or an Affiliate shall be employed by, consult with or hold any interest in a business which is substantially similar to the business of Company.

Subject to the other express provisions of this Agreement and the consent of all Members, each Member and agent of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, ventures not in direct competition with the Company, with no obligation to offer to the Company or any other Member or agent the right to participate therein.

§2.9 Liability of the Members.

Except as otherwise provided by the Act or as contemplated by this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company. No Member shall be obligated personally or have any liability for the debts, obligations or liabilities of the Company or for the acts or omissions of any other Member, officer, agent or employee of the Company, except to the extent provided in the Act or as specifically and expressly agreed to by such Member in writing.

§2.10 No Withdrawal.

A Member shall not cease to be a Member as a result of a Bankruptcy of such Member or as a result of any other events specified in the Act. So long as a Member continues to hold any Units, such Member shall not have the ability to withdraw or resign as a Member prior to the dissolution and winding up of the Company and any such withdrawal or resignation or attempted withdrawal or resignation by a Member prior to the dissolution or winding up of the Company shall be null and void absent the unanimous written consent of the remaining Members. As soon as any Person who is a Member ceases to hold any Units, such Person shall no longer be a Member.

§2.11 Compensation; Expenses.

Members shall not be entitled to receive any salary, fee or draw for services rendered to or

on behalf of the Company or otherwise in its capacity as a Member, unless otherwise approved by the Members; provided, however, that Members shall be entitled to be reimbursed for reasonable and necessary out-of-pocket costs and expenses incurred in the course of their services hereunder. Members who render services to the Company may receive guaranteed payments for their services from the Company; depending on the Member's time commitment, he or she may be eligible to participate in any employee benefit plans that the Company may offer its employees.

§2.12 Priority and Return of Capital.

The Class A Member shall receive a preferred return of his Capital Contribution, as follows: the Class A Member shall be repaid his Capital Contribution annually in an amount no less than \$100,000 until such time as the Class A Member has received a total of \$500,000 (inclusive of Tax Distributions)(the "Preferred Return"). If the Class A Member is not repaid his entire Capital Contribution after five (5) years of operations, the Class A Member shall have the option to purchase additional 5% Membership in the Company at the conclusion of each year after which his Capital Contribution remains unpaid in full. Such additional membership shall not be dilutable.

§2.13 No Company Certificates. The Units of the Members in the Company shall not be certificated.

§2.14 Names and Capital Contributions of Members.

The names of the Members, along with the number of Units owned by such Members and their respective Capital Contributions and Percentage Interests, are as set forth on Schedule A, attached hereto and made a part hereof. A Member shall cause Schedule A to be updated as necessary from time to time.

§2.15 Confidentiality.

Each Member acknowledges that in their capacity as a member or principal of a Member, employee or officer of the Company they may from time to time be entrusted with various types of Confidential Information (e.g., customer lists, financial information, marketing strategies, production techniques, software etc.) and other information of a privileged and confidential nature which, upon disclosure, would be highly prejudicial to the interests of the Company (collectively the "Confidential Information").

Any matters, financial or otherwise, with respect to the Company, its subsidiaries or Affiliates, including without limitation the terms of this Agreement, which are not divulged by the Company to the public in the ordinary course of its Business shall be deemed to be Confidential Information and any Member who wishes to divulge such Confidential Information to any third party (other than a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) shall, as a condition to such divulging, obtain the prior approval of a majority of the Members . Each Member acknowledges and agrees that the right to possess and maintain confidentially all such Confidential Information constitutes a proprietary right of the Company which the Company is entitled to protect.

Each Member agrees that it will not at any time, whether then a member of the Company

or not, directly or indirectly disclose Confidential Information to any Person (other than as required in the performance of a Member's duties or to a Member's own professional advisors on a need-to-know basis or to a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) not authorized by the Company to receive such information except as required by law, court order or any regulatory request or inquiry.

Each Member shall return to the Company all property, written information and documents of the Company and all Confidential Information and all copies of the same, whether in written, electronic or other form and certify as to such information's return or destruction forthwith upon his or her cessation as a Member. For greater certainty, nothing in this Agreement imposes liability upon any Member for making disclosures of Confidential Information where such disclosure (a) is required by law, court order or regulatory request or inquiry; or (b) is otherwise disclosed not as a result of a breach by the Member of his, her or its obligations hereunder.

§2.16 Non-Solicitation.

None of the officers nor any Members or their respective Affiliates shall, directly or indirectly, (i) solicit, entice away or in any other manner persuade or attempt to persuade any employees, contractors or vendors of the Company to alter his, her or its relationship with the Company or its business or (ii) engage or employ any former employees, contractors, vendors of the Company for a period of three (3) years after such persons or entities have severed their relationship with the Company (except (y) if such employee is terminated by the Company or (z) if such employee is responding to a newspaper advertisement, job posting or other general solicitation not targeted at such employee). For purposes of clarification, the parties agree that the limitations contained in clause (ii) of the preceding sentence shall not apply to any regional, national, or international firms engaged by the Company.

ARTICLE 3: MANAGEMENT AND OFFICERS

§3.1 Management.

The business and affairs of the Company will be managed by the Members. The Members shall conduct the business of the Company consistent with its purposes as set forth in herein in a prudent and businesslike manner. The Members shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business.

§3.2 Quorum.

For decisions that need to be made by a vote of the Members, unless a quorum consisting of members holding at least a majority of the units on the particular subject matter of the meeting are present in person or by proxy, no action may be taken at a meeting of the Members.

§3.3 Voting Rights; Required Vote.

Each unit shall carry a single vote and an action will prevail by a majority vote of the units. All units vote together as a single class. Notwithstanding the foregoing, the Class A Member shall have Veto Right defined in §2.4 above; this right expires once the Class A Member has received his Preferred Return, at which point the Class A Member shall become *pari passu* with the Class B Members in all respects except notwithstanding any vote to the contrary, the Class A Member shall be paid a salary equal to the highest paid employee for so long as he is a Member.

§3.4 Deadlock.

In the event that a proposed action of the Members does not receive the vote, consent or approval of a majority of the holders of units entitled to vote on a particular action and results in a deadlock of the Members (a “**Deadlock**”), the Deadlock shall be resolved as follows: The Members shall mutually agree upon an independent third party of relevant experience and competence to provide mediation. If after 90 days of mediation the matter still has not been decided, the matter shall be submitted to arbitration to be conducted by the American Arbitration Association.

§3.5 Specific Rights and Powers of the Members.

Without limiting the generality of this Section, the Members shall have the power and authority on behalf of the Company to do the following:

Execute any and all documents or instruments of any kind that the Members deems necessary or appropriate to achieve the purposes of the Company, including, without limitation, contracts, agreements, leases, subleases, easements, deeds, notes, mortgages and other documents or instruments of any kind or character or amendments of any such documents or instruments;

Borrow money from individuals, banks and other lending institutions on the general credit of the Company for use in the Company business, all upon such terms and containing such features as the Members may determine to be necessary or desirable;

Confess judgment against the Company and to execute any document granting to any Person the right to confess judgment against the Company in the event of the Company’s default in the performance of its obligations under any loan agreement, note, or other agreement or instrument;

Incur, secure, renew, replace, refinance, modify, extend, repay or otherwise discharge any indebtedness of the Company;

Sell, exchange, lease, mortgage, pledge, assign, or otherwise transfer, dispose of or encumber all or a portion of the Company Property or any interest therein;

Procure and maintain, at the expense of the Company and with responsible companies, such insurance as may be available in such amounts and covering such risks as the Members shall deem necessary or desirable, including insurance

policies insuring the Members against liability arising as a result of any action he or she may take or fail to take in his capacity as a Member of the Company;

Employ and dismiss from employment any and all Company employees, agents, independent contractors, attorneys and accountants;

Supervise the preparation and filing of all Company tax returns;

Open, maintain and close bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

Engage in correspondence with any regulatory or governmental body, including the Internal Revenue Service and the Securities and Exchange Commission;

Delegate any or all of the administrative and managerial powers conferred upon the Members to officers, employees or agents of the Company;

Bring, defend or settle actions at law or equity; and

Retain and compensate on behalf of the Company such accountants, attorneys, realtors, tax specialists, management companies, consultants or other professionals as the Members shall deem necessary or desirable in order to carry out the purposes and business of the Company.

§3.6 Authority of Attorneys-In-Fact, Employees, Agents and Members.

Unless authorized to do so by this Agreement or by the Members, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

§3.7 Records, Audits and Reports.

Proper and complete records and books of account shall be kept by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives for any proper purpose relating to the Company during normal business hours.

§3.8 Returns and Other Elections.

The Members shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, will be furnished to the Members within a reasonable time after the end of the Company's Fiscal Year as required by law or upon a Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Members. Each of the Members acknowledges and agrees that in no event shall another Member or the Company be liable or otherwise responsible for the tax treatment or tax-related aspects of any investment or other activity of the Members of

the Company, it being understood that each Member should consult his or her own tax advisors regarding such matters.

§3.9 Officers.

The Members may from time to time elect or appoint one or more officers of the Company, and such officers shall have such titles, powers, duties and tenure as the Members shall from time to time determine. Vacancies may be filled or new offices created and filled by resolution of the Members. Any officer or agent elected or appointed by the Members may be removed by the Members whenever in their judgment the best interests of the Company would be served; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. An officer is not required to be a Member.

§3.10 Checks, Notes, Etc.

The Members shall from time to time designate the officers or agents of the Company who shall have power, in its name, to sign and endorse checks and other negotiable instruments.

ARTICLE 4: CAPITAL CONTRIBUTIONS TO THE COMPANY

§4.1 Capital Contributions.

Certain Members have contributed to the capital of the Company, as their “Initial Capital Contributions,” the sums (whether in cash, by contribution of property, or a combination thereof) set forth on **Schedule A** to this Agreement in exchange for the number of Units set forth thereon. Conversely, certain other Members have or will contribute services in exchange for the Units set forth on **Schedule A**, which shall be subject to the vesting schedule contained therein. Loans made to the Company by a Member pursuant to the below subsection shall not be deemed to be Capital Contributions.

§4.2 Loans by Members.

Any one or more Members may, but shall not be obligated to, loan to the Company additional amounts from time to time to enable the Company to meet operating expenses and other cash needs; provided, however, that each such loan shall be approved by the Members. Any loan made by the Members to the Company shall be fair to the Company when viewed independently. Each such loan shall be at such rate of interest and be subject to such terms and conditions that are fair and reasonable to the Company and comparable to the terms otherwise generally available at the time from commercial lenders. Each such loan shall be evidenced by a written note executed by the Company and delivered to the Member making the loan.

§4.3 Limitation on Return of Capital.

The Class A Member shall receive the Preferred Return as defined in §2.4 above. A Member is not required to contribute or lend any cash or property to the Company to enable the Company to return any Member’s Capital Contributions except as provided herein to Class A Member.

ARTICLE 5: ELECTION OF PARTNERSHIP TAXATION

§5.1 Effectiveness of Article 5.

The provisions of this Article 5 shall become effective in the event that the Company elects to be taxed as a partnership. As of the date of this Agreement, the Company has elected to be taxed as a corporation.

§5.2 Capital Accounts.

The Company shall maintain a Capital Account for each Member. Capital Accounts shall not govern distributions by the Company to the Members, it being understood that Capital Accounts shall be maintained solely to assist the Company in allocating Tax Items.

The Capital Account of each Member shall be increased by an amount equal to such Member's Capital Contribution as and when paid and by such Member's share of Profits, and reduced by such Member's share of Losses and the amount of any distributions to such Member. Each Member's Capital Account will be maintained and adjusted in accordance with the Code and the Treasury Regulations thereunder, including the adjustments to capital accounts permitted by Section 704(b) of the Code and the Treasury Regulations thereunder in the case of a Member who receives the benefit or detriment of any basis adjustment under Sections 734, 743 and 754 of the Code. It is intended that appropriate adjustments will thereby be made to Capital Accounts to give effect to any Tax Item that is allocated pursuant to this Agreement and any adjustments to the allocation of any such item subsequently made upon audit by the Internal Revenue Service or otherwise. Each Member's Capital Account will include the Capital Account, as so adjusted, of any predecessor holders of the interest of such Member in the Company.

§5.3 Capital Deficits.

None of the Members shall be obligated to repay to the Company, any other Member or any creditor any deficit in such Member's Capital Account arising at any time during the term of the Company or upon dissolution and liquidation of the Company. The Members shall not be liable for the return of the capital of the Members and it is expressly understood that any such return shall be made solely from the Company's assets.

§5.4 Allocation of Profits and Losses.

Except as otherwise expressly provided in this Agreement, all Profits or Losses of the Company (including each item of income, gain, loss, deduction or credit entering into the computation thereof) for each Fiscal Year shall be allocated among the Members in accordance with their respective Economic Interest Percentages; provided, however, that if one or more Members shall have positive balances in their Capital Accounts and one or more Members shall have deficit balances in their Capital Accounts, Profits shall first be allocated to those Members having deficit balances in their Capital Accounts to the extent of and in proportion to such deficit balances, and (b) if one or more Members shall have deficit balances in their Capital Accounts and one or more Members shall have positive balances in their Capital Accounts, Losses shall first be allocated to those Members having

positive balances in their Capital Accounts to the extent of and in proportion to such positive balances. Capital Accounts will not govern distributions by the Company to the Members, it being understood that Capital Accounts will be maintained solely to assist the Company in allocating Tax Items of the Company.

§5.5 Compliance with the Code.

The allocation provisions in this Article 4 are intended to comply with applicable provisions of the Code, including regulations promulgated under Section 704 of the Code, and successor statutes and regulations thereof, and shall be interpreted and applied in a manner consistent with such statutory and regulatory provisions.

§5.6 Allocation of Profits and Losses upon Transfer or Change in Units.

It is agreed that if all or a portion of a Member's Units are transferred or adjusted as permitted herein, Profits and Losses for the transfer's Fiscal Year shall be allocated between the transferor and the transferee based upon the number of days in said Fiscal Year that each owned such Units, without regard to the dates upon which income was received or expenses were incurred during said Fiscal Year, except as otherwise required by the provisions of Code Section 706 and Treasury Regulations thereunder or as the transferor and transferee may agree with the Board's consent.

§5.7 Contributed Property.

Notwithstanding anything contained herein to the contrary, if a Member contributes property to the Company having a fair market value that differs from its adjusted basis at the time of contribution, then items of income, gain, loss and deduction with respect to such property shall be shared among the Members so as to take account of the variation between the adjusted tax basis of the property to the Company and its fair market value at the time of contribution, in the manner prescribed in Code Section 704(c) and the Treasury Regulations thereunder. Any applicable tax elections will be made by the Board and shall be binding on all Members.

§5.8 Tax Distributions.

No later than the last day of the first quarter of each Fiscal Year (other than a year in which the Company liquidates), the Members shall make distributions pursuant to this Section to each Member in an amount equal to 35% of the Profits allocable to the Member (the "Tax Distribution Amount"). The Tax Distribution Amount of a given Member with respect to their Units for a given Fiscal Year shall be reduced by (i) any taxes paid by the Company directly to any state as a result of a Member's ownership of their Units and (ii) amounts distributed to that Member under Sections 6.1 and 6.2 with respect to their Units during that Fiscal Year. Further, the amount distributed to a Member under this Tax Distribution Amount with respect to their Units shall be treated as an advance to that Member on distributions of Net Cash Flow or Net Capital Event Proceeds under Sections 6.1 and 6.2. The excess of the amount of cash distributed to a Member under this Section for a given Fiscal Year minus the amount distributable to that Member under Section 6.1 for that year shall be treated as a loan obligation of that Member to the Company for purposes of determining that Member's Capital Account.

Notwithstanding anything in this Section, the Company shall not be obligated, and the Members shall not be obligated to cause the Company, to borrow funds or obtain additional Capital Contributions to fund Tax Distributions.

§5.9 Tax Matters Partner.

The Members shall designate a “***Tax Matters Partner***” (as defined in Code Section 6231) who shall be authorized and required to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by tax authorities, including, without limitation, administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Members agree to cooperate with each other and to do, or refrain from doing, any and all things reasonably required to conduct such proceedings. The initial Tax Matters Partner shall be Timothy Eric Reed.

§5.10 Liquidation.

In the event of a liquidation as described in Article 7, allocate any Profit or Loss resulting from such sales to the Capital Accounts of each of the Members pro rata according to the following proportion: the number of Units owned by each Member divided by the total number of Units owned the Members.

Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of Treasury Regulation §1.704-1(b)(2)(ii)(g), if any Member has a deficit Capital Account (after giving effect to all contributions, distributions, allocations and other Capital Account adjustments for all taxable years, including the year during which such liquidation occurs), such Member shall have no obligation to make any Capital Contribution, and the negative balance of such Member’s Capital Account shall not be considered a debt owed by such Member to the Company or to any other Person for any purpose whatsoever.

ARTICLE 6: DISTRIBUTIONS

§6.1 Net Cash Flow Distributions.

After distributing the Tax Distribution Amount to each Member, remaining Net Cash Flow amounts shall be distributed to the Members as follows: first, no less than \$100,000 shall be distributed to the Class A Member annually until the amount of distributions that the Class A Member shall receive repayment of his Capital Contribution which shall be exclusive of any Tax Distribution Amounts received, and second, to the Class B Members pro rata in proportion to each Member’s Economic Interest Percentage. Distributions shall be made on an annual basis, or on such basis as is determined by the Members.

§6.2 Net Capital Event Proceeds Distributions.

In the event of a Capital Event, the Net Capital Event Proceeds shall be distributed to the Members pro rata in proportion to each Member’s Economic Interest Percentage.

§6.3 Limitation upon Distributions.

No distributions of any nature shall be permitted under this Section if, after any such

distribution, either (i) the net assets of the Company would be less than zero, (ii) the Company would be insolvent or (iii) the Company would not have sufficient cash available to meet the reasonably anticipated needs of the Company, as such needs are determined in the reasonable discretion of the Members. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any distribution to Members if such distribution would otherwise violate the Act or other applicable law.

ARTICLE 7: TRANSFER OF UNITS

§7.1 Restrictions on Sale or Other Disposition.

Except as otherwise provided in this Agreement, each Member agrees not to sell, assign, transfer, give, donate, bequeath, pledge, deposit or in any way alienate, encumber, hypothecate, or dispose of (collectively, “*Transfer*”) all or any portion of such Member’s Units now owned or hereafter acquired by such Member. Any purported Transfer or other disposition of Units or assets of the Company in violation hereof shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

§7.2 No Transfer without Consent.

Except as otherwise provided in this Agreement, no Member shall transfer, sell, assign, or convey their Units during their lifetime without the express consent of a majority of the other Members.

§7.3 Transfers to Existing Members and Third Parties.

A Member desiring to sell all or part of his Units to either an existing Member shall serve notice upon all other parties to this Agreement at their last known address by certified mail, return receipt requested, indicating the number of Units to be sold, and the name and address of the purchasing Member, with a copy of the Offer Letter attached to it (“Notice”).

If any Member desires to transfer, sell or assign any interest in their Units to any third party, such Selling Member shall first submit a written request to the other Members seeking approval for such transfer (“Request”). Such request shall set forth the identity of the proposed transferee, the price or consideration to be paid for the transfer or assignment, and the terms of the proposed transaction.

For sixty (60) days following the receipt of such Notice or Request, the Company shall have an option to purchase all, or any portion, of the Units for a price (the “Option Price”) equal to the price disclosed in such Notice. The Company’s option shall be exercisable by the express consent of a majority of the other Members.

If the Company fails to exercise the its option as provided herein, then for thirty (30) days following its expiration, the other Members shall have an option to purchase all, or any portion (including the remainder of available Units after the exercise of the Company’s option) of the Units for a price equal to the price disclosed in such Notice.

Each of the other Members who elect to exercise their option may purchase up to their pro rata portion of the Selling Member’s Units in the same proportion which the purchasing Member’s Units bear to all the Units owned by all Members electing to purchase hereunder.

If any Members do not elect to exercise their option, or do not fully exercise their option, then for thirty (30) days following the expiration of the other Members' option, the Members who elected to exercise any portion of their option shall have the right to purchase the remaining Units which the Members who elected not to exercise their option in the same proportion which their Units bear to all of the Units owned by all Members electing to purchase hereunder.

Should either the Company or the other Members elect to exercise any of their options to purchase the Units of the Selling Member, the payment of the purchase price shall be equal to the price disclosed in such Notice.

Should neither the Company nor the other Members elect to exercise their options, or their entire options, provided herein within one hundred and twenty (120) days following the receipt of the Selling Member's original Notice, then the Selling Member shall be free for a period thirty (30) days to transfer ownership of their Units in strict accordance with the terms of the Notice given to the Company and the other Members, provided that the proposed transferee of such Units shall take them subject to the terms and restrictions imposed by this Agreement and shall be a party hereto as evidenced by the execution of this Agreement. The proposed transferee shall deliver to the Company an executed version of this Operating Agreement prior to and as a condition of receiving the title and transfer of units.

If the Selling Member does not transfer their Units as provided herein within thirty (30) days following the expiration of the Company's option and the Members' options, then:

- i. Such Units shall once again be subject to the restrictions of this Agreement and may not subsequently be transferred or conveyed except in compliance with the terms hereof, and
- ii. Such Units may not, in any event, be transferred or conveyed by such Member for a period of twelve (12) months from the expiration of the one hundred and fifty (150) day period within which such Selling Member was free to transfer their ownership under this paragraph.

§7.4 Units Subject to Involuntary Transfer.

In the event that a Member's Units are subject to an involuntary transfer by operation of law by reason of (i) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (ii) distribution of marital property following divorce, or (iii) distraint, levy, execution or other involuntary Transfer, all of that Member's Units shall be subject to a mandatory purchase by the Company. The purchase price shall be equal to the price disclosed in such Notice, or in the event that the Notice lacks purchase price information, such price shall be determined by the express consent of a majority of the other Members. If the departing Member disagrees with the purchase price, he or she may request a formal valuation of the company. The departing Member shall bear the cost of any such valuation. Unless the majority of the Members decides otherwise, payment shall be made to the departing Member in the form of a unsecured promissory note with a five-year term, under which equal payments would be due on an annual basis. "Notice" shall be deemed received on the date any other Member receives actual Notice that an involuntary transfer of Units

has or will take place, and that person shall in turn promptly send notice of such to the other parties to this Agreement.

§7.5 Members Subject to Involuntary Termination or Mandatory Withdrawal.

Except for the Class A Member and for so long as he remains a Member, in the event that a another Member is subject to involuntary termination of his or her employment with the Company or is required by a majority vote of the other Members to withdraw from the Company as a Member, all of that Member's Units shall be subject to a mandatory purchase by the Company. The purchase price shall be equal to issue price of such Units; if there was no issue price, then the price shall be determined by a majority vote of the other Members. Unless agreed to otherwise by the Company and the withdrawing Member, payment shall be made to the withdrawing Member in the form of an unsecured promissory note with a five-year term, under which equal payments would be due on an annual basis.

The Members, acting by a majority vote, may demand the immediate withdrawal of a Member who is noa Class A member of former Class A Member in the event of any of the following:

- (i) if a court of competent jurisdiction issues an injunction preventing such Member from disclosing Confidential Information in violation hereof;
- (ii) if a court of competent jurisdiction has determined that such Member has disclosed Confidential Information in violation hereof;
- (iii) if the Members, acting by a majority vote determine that the continued ownership of Units by such Member subjects the Company to a significant risk of the forfeiture of the Company's license granted by the Cannabis Control Commission or the denial of a renewal application, or
- (iv) if the Members, acting by a majority vote determines that the continued participation of said Member will significantly disrupt the ongoing business operations of the Company or will seriously damage the Company's reputation.

§7.6 Restrictions Applicable to All Transfers.

Except as may be otherwise set forth herein, all Transfers of Units will be subject to the following conditions:

Prior to any Transfer, the Transferor will cause the prospective transferee, if not already a Member, to execute and deliver to the Company and the other Members a joinder to this Agreement; and

The Units have not been registered under the Securities Act of 1933 or any applicable state securities laws, and may not be transferred in the absence of an effective registration statement under such laws or pursuant to an exemption from such laws. If Units are being transferred pursuant to such an exemption, then the transferor will give prior written notice of such exemption to the Company and the Company may request an opinion of the transferor's counsel as to the availability of such exemption, which opinion and counsel must be reasonably satisfactory to the Company.

§7.7 Exception for Estate Planning.

A Transfer to an Affiliate of a Member or the Family of such Member of the right to receive

distributions with respect to such Member's Units, shall be permitted and shall not constitute a Transfer subject to the right of first refusal provisions of herein. Further, the assignee of financial rights with respect to Units shall not become a Member or be treated as a holder of such Units, and the Company shall continue to treat the Member making such assignment as a Member and holder of such Units for all purposes under this Agreement.

The death of any Member shall not cause the dissolution of the Company. In such event, the Company and its business shall be continued by the remaining Member or Members, and the financial rights with respect to the Units owned by any deceased Member shall automatically be Transferred to such Member's heirs or according to the Member's will; provided that the assignee of financial rights with respect to Units shall not become a Member or be treated as a holder of such Units.

Notwithstanding anything to the contrary set forth herein, any purported Transfer or other disposition of Units of the Company that (i) violates the terms of this Agreement or (ii) violates the laws of the Commonwealth of Massachusetts shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

ARTICLE 8: DISSOLUTION AND TERMINATION

§8.1 Dissolution.

The Company shall be dissolved upon the occurrence of any of the following events:

unanimous written consent of the Members, or

the entry of a decree of judicial dissolution of the Company under the Act.

The Company shall not be dissolved upon the death, incompetency, retirement, resignation, expulsion, dissolution or bankruptcy of a Member unless such an event occurs at a time when the Company has only one other Member and, within ninety (90) days after such event, the remaining Member determines that it does not want to continue the business of the Company.

§8.2 Winding Up, Liquidation and Distribution of Assets.

(a) General. Upon the dissolution of the Company, the Company shall be liquidated in accordance with this Section 8.2 and the Act. The dissolution, liquidation and termination shall be conducted and supervised by the Managers or such third-party liquidator as the Managers may appoint (the Managers or such other Person, as applicable, being referred to as the "Liquidating Agent"). The Liquidating Agent shall have all of the rights, powers, and authority with respect to the assets and liabilities of the Company in connection with the dissolution, liquidation and termination of the Company that the Managers have with respect to the assets and liabilities of the Company, subject to the rights of the Members hereunder. The Liquidating Agent shall liquidate the Company as promptly as shall be practicable after the dissolution of the Company, consistent with realizing the value of Company assets.

(b) Priority. The proceeds of liquidation shall be applied in the following

order of priority: (a) To pay the costs and expenses of the dissolution and liquidation; (b) To pay matured debts and liabilities of the Company to all creditors of the Company (including, without limitation, any liability to any Member); (c) To repay the Class A Member to the value of his Capital Contribution; (d) To establish any reserves which the Liquidating Agent may deem necessary or advisable for any contingent or unmatured liability of the Company to all Persons (including Members); and (e) The balance, if any, to the Members, in accordance with Section 6.1 Upon the completion of the liquidation of the Company, each Member shall be furnished with a statement prepared by the Company's accountant, which shall set forth the assets and liabilities of the Company as at the date of complete liquidation and each Member's share thereof.

Upon completion of the liquidation of the Company pursuant to this Article 10, the Members shall cease to be members of the Company and the Liquidating Agent shall execute, acknowledge, and cause to be filed a certificate of cancellation of the Company.

§8.3 Return of Contribution Nonrecourse to Other Members.

Except as provided by law or as expressly provided in this Agreement, upon dissolution, each Member shall look solely to the assets of the Company for the return of such Member's Capital Contribution. If the Company Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of one or more Members in accordance with this Agreement, such Member or Members shall have no recourse against any other Member.

ARTICLE 9: EXCULPATION AND INDEMNIFICATION

§9.1 Standard of Care.

No officer, employee, agent or representative of the Company (a "Covered Person") shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith and with the belief that such action or omission is in, or not opposed to, the best interest of the Company, so long as such action or omission does not constitute fraud, gross negligence or willful misconduct by such Covered Person.

§9.2 Good Faith Reliance.

A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) a Member in his or her managerial capacity; (ii) one or more officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in the Act.

ARTICLE 10: MISCELLANEOUS PROVISIONS

§10.1 Notices.

All notices and communications required or permitted to be given hereunder (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service, or electronic mail, charges prepaid as applicable, to the appropriate address(es) or number(s) set forth on **Schedule A** to this Agreement (or such other address as such party may designate by notice to all other parties hereto); and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office or member of his or her household) or a notice to the effect that such addressee refused to accept such communication, if sent by messenger, U.S. mail or express delivery service, (B) confirmation of a facsimile transmission (either orally or by written confirmation) or (C) a receipt of such e-mail confirmed by reply message or read receipt. All parties shall act in good faith to promptly confirm receipt of communications where confirmation of receipt is required to effect notice pursuant to this subsection and is requested by the notifying party.

§10.2 Waiver of Action for Partition.

No Member or permitted assignee shall have the right to require a partition of all or a portion of the Company Property, and by signing this Agreement or a joinder hereto or counterpart hereof, each Member or permitted assignee irrevocably waives any right to maintain an action for partition of the Company Property.

§10.3 Further Assurances.

Each of the Members shall hereafter execute and deliver such further instruments and do such further acts and things consistent with the provisions of this Agreement as may be required or useful to carry out the full intent and purpose of this Agreement or as may be necessary to comply with any laws, rules or regulations.

§10.4 Waivers.

No party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of such Member. Failure of a party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement. A waiver of a breach of this Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Agreement.

§10.5 Rights and Remedies Cumulative; Creditors.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Members.

§10.6 Construction.

The headings in this Agreement are inserted solely for convenience of reference and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa.

§10.7 Amendment.

This Agreement may be altered or amended only by the simple majority vote of the Members.

§10.8 Severability.

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

§10.9 Heirs, Successors and Assigns.

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

§10.10 Governing Law.

This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its rules on conflicts of laws, and specifically the Act.

§10.11 No Prior Operating Agreements.

This Agreement shall expressly supersede and replace any and all prior operating agreements. The signatures of the Members to this Agreement shall constitute an action by unanimous written consent authorizing the repeal and replacement of any such prior operating agreements.

§10.12 Dispute Resolution.

The parties hereto agree that any suit or proceeding arising out of this Agreement shall be brought only in the courts of the Commonwealth of Massachusetts; provided, however, that no party waives its right to request removal of such action or proceeding from the state court to a federal court. Each party hereto consents to the personal jurisdiction of such courts and agrees that service of process in any such suit or proceeding will be sufficiently accomplished if accomplished in accordance with the notice provisions set forth in the Agreement.

§10.13 Code and Treasury Regulation References.

Any reference to a section of the Code or a Treasury Regulation in this Agreement shall be deemed to refer to corresponding provisions of subsequent superseding federal revenue laws and regulations in the event that the section of the Code or Treasury Regulation so referenced has been so superseded.

§10.14 Counterparts.

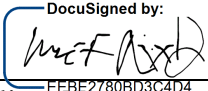
This Agreement may be executed in any number of counterparts and may be executed and delivered by facsimile or other electronic transmission. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

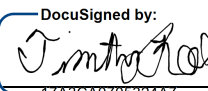
[Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

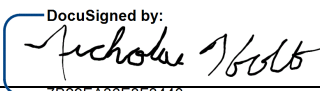
COMPANY:

FREEMARKETMA LLC

DocuSigned by:
By: 
EEBE2780BD3C4D4...
William Nixon
Member

DocuSigned by:
By: 
17A3CA0705324A7...
Timothy Eric Reed
Member

DocuSigned by:
By: 
9748953BC41C4A7...
Travis Alahmar

DocuSigned by:
By: 
7B29EA36E3F344D...
Nicholas Adam Holt
Member

SCHEDULE A

**AMENDED OPERATING AGREEMENT
OF
FREEMARKETMA LLC**

CAPITALIZATION TABLE

Name	Capital Contribution Amount	Number of Units Held	Percentage of Equity Held
William Nixon		25,000	25%
Timothy Eric Reed		25,000	25%
Travis Alahmar		25,000	25%
Nicholas Adam Holt		25,000	25%
Total		100,000	100

Name of Members	Mailing Address of Members (for Notices)
William Nixon	23 Norfolk Avenue, South Easton, MA 02375
Timothy Eric Reed	153 JEPSON STREET FALL RIVER, MA 02723
Travis Alahmar	401 MIDDLE ROAD ACUSHNET, MA 02743
Nicholas Adam Holt	640 MARYS POND ROAD ROCHESTER, MA 02770

SCHEDULE B
OPERATING AGREEMENT OF
FREEMARKETMA LLC

DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

“**Act**” means the applicable law of the Commonwealth of Massachusetts governing limited liability companies organized in Massachusetts, the Massachusetts Limited Liability Company Act, *et seq*, and any successor statute, as it may be amended from time to time.

“**Bankruptcy**” means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member’s assets, (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member’s inability to pay its debts as they come due, (c) the making by such Member of a general assignment for the benefit of such Member’s creditors, (d) the filing by such Member of an answer admitting the material allegations of, or such Member’s consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member’s assets.

“**Capital Contribution**” shall mean any contribution to the capital of the Company in cash or property by a Member or predecessor thereof whenever made.

“**Capital Event**” means the (i) the sale of all or substantially all of the assets of the Company, or (ii) the sale of all of the Units of the Members.

“**Certificate of Organization**” shall mean the Certificate of Organization of the Company as filed with the Massachusetts Secretary of the Commonwealth on January 31, 2023 as amended from time to time.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

“**Company Property**” means real and personal property owed, acquired by, or contributed to the Company and any improvements thereto, and shall include both tangible and intangible property.

“**Control**” means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, contract or otherwise.

“**Economic Interest Percentage**” means the number of Units held by a Member divided by the total number of Units authorized.

“**Entity**” shall mean any general partnership, limited partnership, limited liability partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or other business entity.

“Family”, as applied to any individual, shall mean (a) the children of such individual (by birth or adoption), (b) the parents, spouse and siblings of such individual, (c) the children of the siblings of such individual, (d) any trust solely for the benefit of, or any partnership, limited liability company or other entity owned solely by, any one or more of such aforementioned individuals (so long as such individuals have the exclusive right to Control such trust or other entity) and (e) the estate of such individual.

“Fiscal Year” shall mean the period terminating on December 31 of each year during the term hereof or on such earlier date in any year in which the Company shall be dissolved as provided herein.

“Losses” shall mean the net losses of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

“Member” shall mean each of the parties who executes a counterpart of this Agreement as a Member, and each of the parties who may hereafter become a Member pursuant to the terms and conditions of this Agreement.

“Net Capital Event Proceeds” means the proceeds received by the Company in connection with a Capital Event, less: (i) the amount required to be paid by the Company in reduction of prior loans or liens upon Company property; (ii) costs incurred by the Company in connection with such Capital Event; and (iii) Reserves for the Company as determined by the Board.

“Net Cash Flow” of the Company as determined for any period shall be computed by deducting from the gross revenues received by the Company during such period from all sources all of the following items: (a) all operating expenses of the business accrued or payable during such period, including management fees (if any), taxes payable by the Company, and insurance premiums, but excluding depreciation and amortization allowances; (b) interest and principal payments on indebtedness of the Company (including loans by Members) accrued during such period; (c) proceeds received during such period from borrowings; (d) additions to Reserves; (e) anticipated working capital and fixed asset requirements for future periods as determined in the sole discretion of the Members; and (f) cash Capital Contributions received during such period.

“Ownership Interests” shall include both capital interests and profits interests in the Company.

“Percentage Interest” of Units or of Members shall mean the number of Units of a given class held at a particular time by such Member, divided by the total number of all Units of the same class then held by all Members, expressed as a percentage.

“Person” shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person, where the context so permits.

“Profits” shall mean the net profits of the Company for federal income tax purposes, as determined separately, and not cumulatively, for each Fiscal Year of the Company or other relevant period, after appropriate adjustment for items otherwise allocated, if any, pursuant to this Agreement.

“Preferred Return”: the Class A Member shall be repaid his Capital Contribution annually in an amount no less than \$100,000 until such time as the Class A Member has received repayment in full of his Capital Contribution (exclusive of Tax Distributions).

“Tax Items” means Profits and Losses and items of income, gain, loss, deduction and credit of the Company as determined for federal, state and local income tax purposes.

“Treasury Regulations” shall include proposed, temporary and final regulations promulgated under the Code.

“Unit” shall mean those interests in the Company that shall have economic value and rights in or to the profits, gains, losses, distributions and other economic interests of the Company and/or voting membership rights in the Company. The Company shall initially have two classes of shares, Class A and Class B, that together shall carry all of the economic rights and voting rights of the company. The Class A Member shall have the following additional rights: the right to receive the Preferred Return, and the Veto Right. Once the Class A Member has received the Preferred Return, the Veto Right shall expire and the Class A Member shall become *pari passu* with the Class B Members in all respects.

“Veto Right:” the Class A Member shall have the right to veto certain operational and management decisions unrelated to the day-to-day operations, which right would involve decisions regarding the distribution of profit and losses, expenditure for capital expenses and salaries; these decisions would be discussed amongst all the Members. The Class A Member’s Veto Right expires once he has received his Preferred Return, at which point the Class A Member shall become *pari passu* with the Class B Members in all respects.



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1898840608
Notice Date: May 13, 2023
Case ID: 0-001-799-962



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FREEMARKETMA LLC
401 MIDDLE ROAD
ACUSHNET, MA 02743-1909

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, FREEMARKETMA 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

FreeMarketMA LLC

118 Bayview Ave
Berkley, MA 02779
508-542-3050

Business Plan

April 29, 2023

Who We Are

FreeMarketMA is a newly formed multi-member LLC composed of four managing members seeking to obtain licensing for outdoor Cannabis cultivation and eventually for manufacturing/packaging in Berkley, MA. Our concept is to produce true craft-quality cannabis using permaculture, Hugelkultur and organic ancient Korean No-Till farming methods.

1. Timothy Reed (Chief Executive Officer)- Timothy Reed is the CEO and founder of FreeMarketMA LLC based in Berkley, Massachusetts. His experience in cannabis cultivation began in 2016 when he became a cultivation consultant, managing and training a variety of private clients and commercial growers/support staff. He has expertise in planning and managing the cultivation process, using data and analytics to optimize plant health and yield, monitoring installations regarding environmental control systems, building itineraries and SOP's and designing and maintaining a pest and disease management program. Apart from his expertise in cannabis cultivation, Reed has worked as an entrepreneur in the personal training field as well as an instructor in various facilities, including Mass Training Studio LLC and Carabiner's Climbing & Fitness. Reed's experience includes sustainable farming practices such as companion planting and cover cropping, understanding of the principles of regenerative agriculture and its application to cannabis cultivation, and implementing environmentally sustainable practices such as Hugelkultur and No-till techniques. As the CEO of FreeMarketMA LLC, Reed is responsible for developing and implementing strategic plans, managing financial resources, ensuring compliance with legal and regulatory requirements, building and maintaining relationships with investors and stakeholders, developing and maintaining the company's brand and reputation, and leading the company's management team.

-
2. **Nicholas Holt (Chief Operations Officer)**- Nicholas Adam Holt is an experienced Chief Operations Officer and Lead Grower with a focus on environmental sustainability and organic practices. With extensive experience in managing the cultivation process, team management, crop monitoring, and implementing sustainable practices, Nick is well-equipped to ensure high-quality cannabis products that meet customer demand while minimizing environmental impact and adhering to ethical and legal standards. His previous roles include Chief Operating Officer at Holt's Diving Service, where he oversaw the installation and maintenance of moorings for hundreds of customers, and Lead Grower/Flower Department Manager at Greencare Collective, where he managed 20,000-60,000 sqft of flower rooms and coordinated logistics between various departments. Nick is also a specialist in solventless extract processes, with years of genetic pheno-hunting experience to deliver strain-specific results. He holds a high school diploma from Old Rochester Regional High School and has pursued general education studies at Bristol Community College.

 3. **Travis Alahmar (Chief Financial Officer)**- Travis Alahmar is a skilled Pesticide Applicator and Food Safety and Quality Assurance professional with over a decade of supervisory experience in the customer service field. Travis has a background in customer service, has managed an average of 10-20 employees per shift including scheduling for up to 80 employees. He is skilled in inter-department collaboration, research and due diligence, training and mentoring, chemical mixing, safety management, and vehicle maintenance. He has extensive experience in residential, commercial and industrial pesticide application, as well as integrated pest management, and is knowledgeable about the different equipment and techniques required for various types of application environments. Travis has received HACCP seafood safety training and is a certified Massachusetts Category 43 Pesticide Applicator. He holds an OSHA 30-hour certification and has experience working in hazardous environments such as industrial sites, electric substations and highway roadsides.

 4. **William Nixon (Chief Managing Officer)**- Bill Nixon is a leading entrepreneur in the events and exhibitions industry, who has more than 30 years of multidisciplinary experience. Bill has founded and built enterprises that operate cooperatively and as a network, providing technology, multimedia, creative, and events coordination and management services to the world's best known and successful corporations, including Google, IBM, Nike, Reebok, Facebook, NFL, Under Armour, Adobe, and McKesson. Among the specific services these enterprises deliver are labor, custom software design, video streaming, audio-visual, media relations, content creation, digital marketing and commerce, logistics management, promotions ... and much more.

Our Vision

The vision is to align the brand “FreeMarket” with the expectation of consistently enjoying a premier experience with every “investment”. We call it this rather than a “purchase” to emphasize that the customer is truly investing in our sustainable agricultural practices, the employee-centric policies that we maintain including ideal working conditions plus compensation well above average market metrics and above all, a company truly focused on hiring from the local community, participation in community outreach and charitable programs.

What sets us apart:

1. We will provide the cleanest, organic, highest quality cannabis product to consumers at a fair price. At the same time, we will communicate to our customer how our techniques go a step beyond other producers all while focusing on low environmental impact and sustainability methods.
2. Our regenerative farming practices will yield the highest possible range of terpene and cannabinoid profiles. This translates to a better end product that is safer to consume due to the inputs we will be acquiring and implementing from vendors who responsibly source and stringently test their ingredients/materials.
3. A distinguishing characteristic of our business plan coincides with the strategy of harnessing the unreplicable benefits that nature provides by cultivating outdoors, using the Sun and biological ecosystem to our advantage. By cultivating outdoors, our overhead costs are much lower and we are very energy efficient.
4. Our vision is to build a reputation on quality due to our analysis of the long-term Cannabis market and where it is heading. By establishing ourselves in the niche market of Sun-grown Organic Regenerative Hugelkultur/No-Till Cannabis and eventually solventless extracts, our vision is to become a leader in the local industry and consistently raise the bar higher for consumer expectations.
5. We are eager to utilize this opportunity to work with Berkley to give back to the community by directly assisting with local outreach programs, developing foundations and/or collaborating with existing charitable organizations. The goal is to become the gold standard for which other companies should be held to.

What is Hugelkultur/No-Till?

Hugelkultur and No-till farming are two regenerative farming techniques that aim to improve soil health, reduce environmental impact, and increase productivity. While they are different techniques, they share many similarities and are often used together.

Hugelkultur is a technique that involves creating raised garden beds by layering organic materials such as logs, leaves, grass clippings, and manure. As the materials break down over time, they create a nutrient-rich soil that is ideal for growing plants. This helps to conserve moisture in the soil, improve soil structure, and provide a long-term source of nutrients for plants.

No-till farming, on the other hand, is a technique that involves planting crops without tilling the soil. Instead of using plows or tillers to prepare the soil, farmers use specialized equipment that creates small holes or slots in the ground where the seeds can be planted. These methods help to reduce soil erosion, conserve moisture, and increase soil organic matter.

Both Hugelkultur and No-till farming offer several benefits for soil health, environmental sustainability, and pest/disease control. These benefits include:

1. **Soil health:** Both techniques help to improve soil health by increasing soil organic matter, improving soil structure, and promoting beneficial soil microbes.
2. **Environmental sustainability:** Hugelkultur and No-till farming both help to reduce environmental impact by conserving water, reducing soil erosion, and reducing the need for synthetic fertilizers and pesticides.
3. **Pest and disease control:** By promoting healthy soil, both techniques help to reduce the risk of pest and disease infestations.
4. **Performance results:** Studies have shown that Hugelkultur and No-till farming can increase crop yields and improve crop quality.

There is growing evidence to support the notion that these regenerative traditional farming techniques are better than modern farming methods in terms of sustainability, efficiency, and performance results. A study published in the journal *Nature* found that regenerative farming practices such as no-till farming and cover cropping can help to sequester carbon in the soil, reduce greenhouse gas emissions, and increase soil organic matter. Another study published in the *Journal of Crop Improvement* found that Hugelkultur beds can produce higher crop yields than traditional raised beds.

In conclusion, Hugelkultur and no-till farming are regenerative farming techniques that offer several benefits for soil health, environmental sustainability, and crop performance. While more research is needed to fully understand the benefits and limitations of these techniques, there is growing evidence to support the notion that they are superior to modern farming methods in many ways. Hugelkultur and no-till farming are two regenerative farming techniques that aim to improve soil health, reduce environmental impact, and increase productivity. While they are different techniques, they share many similarities and are often used together.

Details on Proposed Licensed Cultivation Facility

- Overall private location with minimal abutters in a low traffic area.
- Distant proximity to town center, schools, public parks, etc.
- Site location set over 1,000 feet from road frontage.
- Proximity and ease of access to Highway Route 24 for emergency personnel to respond is within 2 miles of site location.
- Seeking 10,000 square feet Outdoor Cultivation License/Permit
- Planning on 6,656 square feet of “canopy space” coverage comprised of forty 4’x48’ Hugelkultur’s (mounded garden beds)
- Sixteen columns (Two 4’x52’ garden beds per) with 8’ walkway rows around perimeter, between each column and one 4’ horizontal walkway intersecting all other walkway rows
- Each Cannabis plant will be centered in a 4’x4’ section of the mound, allowing 416 total Cannabis plants to fit in with the current design.
- **Smell Mitigation Technique-** Combined with the isolated location, introducing terpene rich plants and herbs are terrific natural deodorizers. Examples are basil, mint, thyme, lavender, lilacs, jasmine, eucalyptus, lemon balm and conifers.
- Custom designed, state of the art irrigation/diffusion system for delivering compost teas and other beneficial additives.
 - Requires 600 gallon V-bottom tank outfitted with “Volcano” aeration and brewing technology for mixing concentrated organic supplementary nutrition to diffuse directly into irrigation lines pumped from our fresh water reservoirs.
 - Requires one 2,500 gallon storage reservoir for water to trickle fill, being fed from our Artesian well.
- Garden surrounded by 124’W x 200’L x 6’H stainless steel chain link fence
 - Two main entrances with double doors measuring 8’W each
- Restricted area outfitted with 20 interior motion detection cameras, 8 exterior motion detection cameras and a multi-factor authentication security interface at main gates with facial recognition software to track any individuals entering or exiting.
- Electrical power (limited amount needed) and security fiber optic wire will be delivered via trenching from the security office in the primary utility building/processing lab.
- Our permaculture farming techniques will lead to a net positive impact on the surrounding environment. By reintroducing local plant life and integrating it into our cultivation system it leads to several benefits such as:
 - Promoting repopulation of beneficial insect life due to their attraction to specific foliage. This leads to other organisms linked in the food web to also reintegrate into the local environment, creating a robust living ecosystem that creates a

natural self-regulating system that controls the outbreaks of pest and mildew/mold infestations without the use of chemical derivatives.

- Integrated Pest Management- The growing techniques that will be used will provide mitigation for pest issues without the need for chemical pesticides. Bacterial and fungal compositions of soil will deter pest activity, as well as companion and trap crops that will keep potential pests away from the main crop. If instances of heightened pest pressure occur to a degree that crop damage is a risk, natural and organic alternatives (horticultural oils and probiotics) can be used on surrounding areas and trap crops, often not needing to treat the main crops directly at all. These methods keep the exposure risk to the plants from pest control related sources to near-zero while still mitigating the pest risks.
- Smell Mitigation Technique- A wide variety of innovative methods and techniques will be utilized to optimize the effectiveness of regulating the natural odors Cannabis produces particularly in the flowering stage of growth.

Plan to Obtain Insurance

FreeMarketMA LLC will obtain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for which the deductible is no higher than \$5,000 per occurrence. FreeMarketMA LLC intends to purchase product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, with a deductible no higher than \$5,000 per occurrence, from the Massachusetts-based insurance brokerage Budrisk.

Restricting Access to Age 21 and Older

FREEMARKETMA LLC (“FREEMARKETMA”) will restrict access to its proposed recreational cultivation and product manufacturing establishment to individuals aged 21 and over by only employing individuals aged 21 and over, and by utilizing security measures to keep out intruders per FREEMARKETMA’s security plan. Only employees will be able to access the establishment due to its remote location in the town of Berkley, MA, population 6,764 as of the 2020 census. Specifically, the proposed establishment is located at the end of a long private way in an area of undeveloped land. As such, very few people will know the location of the establishment. Furthermore, FREEMARKETMA will maintain a security fence and security cameras as further detailed in its security plan to keep out intruders.

Quality Control and Testing

FreeMarketMA LLC (“FreeMarketMA”) has developed a Quality Control Plan that fully addresses the safety of our customers, our surrounding community and our employees. Our standard operating procedures (SOPs) have been drafted to ensure compliance with the requirements of the Cannabis Control Commission’s and regulatory agency regulations. These SOPs specifically address quality control measures and laboratory testing among other topics.

FreeMarketMA will ensure 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 from 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 by 935 CMR 500.105(3)**

FreeMarketMA is committed to only producing the safest of products. A robust testing plan will ensure the FreeMarketMA’s products are produced in accordance with good manufacturing practices and held to rigorous testing standards. Product testing will include analysis for potency, terpenes, heavy metal, solvents, pesticides, microbial contamination and shelf life. Tests will be performed by a professional independent testing facility tested prior to releasing for distribution.

FreeMarketMA’s operating plan relies on an approach that utilizes to the fullest extent, the expertise of our team, detailed SOPs and an audit and compliance program to ensure customer safety, product safety and compliance.

Quality Control

FreeMarketMA will comply with the following sanitary requirements:

1. Any FreeMarketMA agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any FreeMarketMA agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

3. FreeMarketMA's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in FreeMarketMA's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. FreeMarketMA's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. FreeMarketMA will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. FreeMarketMA's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. FreeMarketMA's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. FreeMarketMA's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. FreeMarketMA will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. FreeMarketMA will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. FreeMarketMA's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. FreeMarketMA will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. FreeMarketMA will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. FreeMarketMA will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

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

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing

FreeMarketMA will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Potency levels derived from the Cannabinoid Profile, including the amount of delta-nine-tetrahydrocannabinol (Δ 9-THC) and other Cannabinoids, contained within Finished Marijuana or Marijuana Product to be sold or otherwise marketed shall be recorded in the Seed-to-sale SOR.

FreeMarketMA's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

FreeMarketMA will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein, and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of FreeMarketMA's marijuana at a

laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to FreeMarketMA for disposal or by the Independent Testing Laboratory disposing of it directly.

Quality control experts

FreeMarketMA LLC is operated by its executive management team utilizing the services of industry and subject matter experts. Our operations and management team features several specialists who have a wide range of experience operating in industries requiring strict quality control and best practice. These experts will work together to ensure FreeMarketMA LLC's operations safeguard the health and welfare of our employee and customers.

Standard operating procedures

FreeMarketMA LLC will implement quality systems controlled by our SOPs and based on standards to control processes that are critical to product safety. Our Manager will be responsible for oversight of these quality systems while our Chief Executive Officer will ensure our protocols comply with regulatory agency regulations. Every SOP implemented in the cannabis establishment will incorporate employee, community, customer and product safety considerations and will require strict quality control and assurance practices in all of our daily activities.

FreeMarketMA LLC's extensive quality control protocols address a myriad of product safety requirements including, but not limited to, employee training requirements, proper equipment usage and maintenance protocols, sanitation standards, cultivation protocols, component and product handling and storage, quality control testing, child-resistant packaging, product inserts, label disclosures and product traceability requirements.

The Manager is responsible for updating our SOPs to maintain compliance with all published rules and forthcoming guidance from the regulatory agency on product safety and maintaining the procedures and staying current with best practice and industry innovations.

SOPs will be updated as often as necessary to maintain compliance with all laws and regulations that govern FreeMarketMA LLC's operations. FreeMarketMA LLC's Legal Counsel and/or Chief Compliance Office, under the CEO's oversight, is responsible for incorporating into the SOPs any additions or amendments to the regulations, as well as any guidance or directives published by the regulatory agency. Manager level employees will be responsible for drafting, updating and maintaining the SOPs in their area of supervision.

All employees will be required to have proper training on the SOPs applicable to their duties. Each employee will be required to demonstrate their comprehension of the detailed procedures required prior to performing any task. Additionally, all third-party contractors will be required, by contract, to perform their duties in compliance with FreeMarketMA LLC policies and regulatory agency regulations.

Any employee or contractor who acts in a non-compliant or negligent manner will be reprimanded or terminated depending on the severity of their offense. In order to establish an effective operating system with a culture of compliance, all employees and contractors will be required as a condition of employment or contract to report any observed compliance issues to the appropriate party.

Overview of Personnel Policies including Background Checks

I. Code of Ethics

FreeMarketMA LLC (“FreeMarketMA”) expects every employee to adhere to the highest standards of job performance and of personal conduct, including individual involvement with company personnel and outside business contacts.

FreeMarketMA reserves the right to discipline or discharge any employee for violating any company policy, practice or rule of conduct. The following list is intended to give you notice of our expectations and standards. However, it does not include every type of unacceptable behavior that can or will result in disciplinary action. Be aware that FreeMarketMA retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case.

Employees may be disciplined or terminated for poor job performance, including, but not limited to the following:

- unsatisfactory quality or quantity of work
- repeated unexcused absences or lateness
- failing to follow instructions or Company procedures, or
- failing to follow established safety policies and procedures.

Employees may also be disciplined or terminated for misconduct, including, but not limited to the following:

- falsifying an employment application or any other company records or documents
- failing to record working time accurately or recording a co-worker’s timesheet
- insubordination or other refusal to perform
- using vulgar, profane or obscene language, including any communication or action that violates our policy against harassment and other unlawful forms of discrimination
- disorderly conduct, fighting or other acts of violence
- misusing, destroying or stealing company property or another person’s property
- possessing, entering with or using weapons on company property
- possessing, selling, using or reporting to work with alcohol, controlled substances (unless prescribed by a doctor) or illegal drugs present in the employee's system, on company property or on company time
- disclosing or using confidential or proprietary information without authorization
- violating the Company’s computer or software use policies, and
- being convicted of a crime that indicates unfitness for a job or presents a threat to the Company or its employees in any way.

II. Code of Ethics

It is the responsibility of every FreeMarketMA Employee who witnesses or suspects criminal activity at the Marijuana Establishment to report it immediately to Management.

As part of this code, FreeMarketMA's Management will have an open-door policy, and FreeMarketMA employees will be able to make such reports confidentially, without fear of reciprocity or retaliation. All FreeMarketMA employees and management will receive training on the whistleblower policy to ensure that appropriate policies are followed and employee rights are protected.

The Marijuana Establishment's policy will:

- Protect any person whose disclosure of corruption is supported by a reasonable belief that it is true.
- Protect those who challenge national or international illegality, as well as abuse of authority, mismanagement, gross waste, or a substantial health or safety threat.
- Protect those who refuse to violate the law.
- Protect not only staff, but contractors and their employees, private citizens, or any entity exercising free speech rights to challenge abuses of power.
- Prohibit all forms of harassment, including threatened or recommended harassment.
- Establish confidentiality protection, including the right for prior review by whistleblowers of releases that otherwise might inadvertently disclose their identities, and accountability by designating confidentiality breaches as actionable misconduct.
- Commit to an independent Alternative Disputes Resolution in which FreeMarketMA employees are partners in establishing the rules for resolution of their cases.

FreeMarketMA will notify the Commission and the Police Chief immediately upon becoming aware of any reportable event listed above.

FreeMarketMA will maintain and make available all documentation related to an occurrence that is reportable and will cooperate with any law enforcement investigations or directives from the Commission.

III. Policy of Notifying Persons with Disabilities of Accommodation Rights

It is FreeMarketMA's policy that we will not discriminate against qualified individuals with disabilities with regard to any aspect of their employment. FreeMarketMA is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973. FreeMarketMA recognizes that some individuals with disabilities may require accommodations at work. If you are currently disabled or become disabled during your employment, you should consult <https://www.mass.gov/service-details/about-employment->

rights as well as contact your manager to discuss reasonable accommodations that may enable you to perform the essential functions of your job.

Overview of Personnel Records

FreeMarketMA, LLC. (“FreeMarketMA”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. FreeMarketMA will keep, at a minimum, the following personnel records:

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

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for FreeMarketMA will undergo a detailed background investigation prior to being granted access to a FreeMarketMA facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for FreeMarketMA pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), FreeMarketMA will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, FreeMarketMA will:

- a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, FreeMarketMA will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, FreeMarketMA will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by FreeMarketMA along with any legal notices required.
 - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening

Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.

- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by FreeMarketMA or the Commission.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with FreeMarketMA and will include, at a minimum, the following:

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

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Below are all requirements as stated in compliance with 935 CMR 500.105(9)(d)

Agent Personnel Records in compliance with 935 CMR 500.105(9)(d)(2)

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with FreeMarketMA and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the

date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

Staffing Plan and Business Hours in compliance with 935 CMR 500.105(9)(d)(3)

Hiring and Recruitment

FreeMarketMA's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. FreeMarketMA's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- FreeMarketMA's Diversity Plan and Community Initiatives;
- FreeMarketMA's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

FreeMarketMA is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is FreeMarketMA's mission to provide a professional workplace free from harassment and discrimination for employees. FreeMarketMA will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to FreeMarketMA's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at FreeMarketMA employees or customers is also condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a FreeMarketMA facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at FreeMarketMA varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Establishment

Monday:	10:00AM – 8:00PM
Tuesday:	10:00AM – 8:00PM
Wednesday:	10:00AM – 8:00PM
Thursday:	10:00AM – 8:00PM
Friday:	10:00AM – 8:00PM
Saturday:	10:00AM – 8:00PM
Sunday:	12:00PM – 8:00PM

Overview of Personnel Policies and Procedures in compliance with 935 CMR

500.105(9)(d)(4)

Standard Employment Practices

FreeMarketMA values the contributions of its management and staff positions. FreeMarketMA will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Drug-Free Work Place

The company is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees. The rules apply during working hours to all employees of the company while they are on company premises or elsewhere on company business.

Employees who possess a Medical Marijuana Registry Card may medicate as necessary for their condition off company premises. No medicating may be done onsite. No used paraphernalia or medical marijuana medicine may be brought on company premises.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on company property is prohibited except those allowed by the applicable laws and regulations.

Being under the influence of illegal drugs, alcohol, or substances of abuse on company property is prohibited. Possessing any illegal drugs, alcohol, or substances of abuse including narcotic prescriptions is prohibited on company property. Any prescription narcotic or opiate medicating must be done off company premises and narcotic and opiate prescriptions may not be on company premises. Working while under the influence of prescription drugs that impair performance is prohibited.

Taking trade or tips from patients in the form of illegal drugs, alcohol, or prescription medication is strictly prohibited. No discussion of illicit drugs is allowed on company premises between employees and patients.

The above rules are strictly enforced for insurance, legal and security purposes. Any violation of these rules will result in immediate termination.

Consistent with the rules listed above, any of the following actions constitutes a violation of the company's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination:

1. Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.
2. Working or reporting to work, conducting company business or being on company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

Tobacco Products

The use of tobacco products is not permitted anywhere on the company's premises except in authorized and designated locations outside the facility. Employees must follow all rules posted in designated smoking areas and adhere to all policies associated with this policy (see Break Periods and Safety).

Written Policies

FreeMarketMA's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, customer confidentiality, and compliance hotline.

Designated Outside Counsel

FreeMarketMA may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Corrective Action

FreeMarketMA holds each of its employees to certain rules and Standards of Conduct. When an employee deviates from these rules and standards, FreeMarketMA expects the employee's supervisor to take corrective action. Corrective action at FreeMarketMA is typically progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a Written Reprimand, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, FreeMarketMA considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include, but are not limited to:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
4. Theft or other criminal activity in any form;
5. Any action that is not in compliance with the Department rules for adult-use marijuana, and all other applicable laws and regulations;
6. Frequent absenteeism or absenteeism without proper notice;
7. Insubordinate behavior;
8. Vandalism or destruction of company property;
9. Being on company property during non-business hours;
10. The use of company equipment and/or company vehicles without supervisor approval;
11. Untruthfulness about criminal or personal work history, skills, or training;
12. Divulging company security practices or business practices;
13. Misrepresentations of FreeMarketMA to a customer, a prospective customer, the general public, or an employee; and
14. Failure to follow FreeMarketMA's policies or procedures.
15. Failure to report any of the following to the general manager in accordance with applicable laws and regulations:
16. Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the Marijuana Establishment or a dispensary agent;
17. Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
18. Unauthorized destruction of marijuana;
19. Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;
20. An alarm activation or other event that requires response by public safety personnel;
21. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and
22. Any other breach of security.

Job Status

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

FreeMarketMA leave policies will comport with all state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. FreeMarketMA will determine which holidays will be observed and which departments will not be required to work. FreeMarketMA will offer paid maternity leave. All employees whose primary place of employment is Massachusetts shall be eligible to accrue and use unpaid sick time ("Earned Sick Time"). Earned Sick Time accrues at the rate of one (1) hour for every thirty (30) hours worked per calendar year, up to a maximum of forty (40) hours. Up to forty (40) hours of unused Earned Sick Time may be carried over into the following year.

Additional leave will not be paid and must be approved by the department manager.

FreeMarketMA anticipates observing the following holidays:

- New Year's Day;

- Martin Luther King Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

FreeMarketMA's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of FreeMarketMA's progressive discipline policies and procedures have been designed consistent with FreeMarketMA's organizational values, best practices, and state and federal employment laws.

FreeMarketMA reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on FreeMarketMA as an organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, FreeMarketMA recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her

continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, FreeMarketMA will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, FreeMarketMA reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between FreeMarketMA and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from FreeMarketMA, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with FreeMarketMA. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of FreeMarketMA to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. Termination

Employees of FreeMarketMA are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing FreeMarketMA to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from FreeMarketMA is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be

required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, FreeMarketMA believes that it is in the best interest of both the organization and FreeMarketMA's employees to fairly compensate its workforce for the value of the work provided. It is FreeMarketMA's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at FreeMarketMA, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by FreeMarketMA.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that FreeMarketMA is staffed with highly-qualified, fully competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Recordkeeping Procedures

General Overview

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

Recordkeeping in compliance with 935 CMR 500.105(9)

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

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings

- Business Records in compliance with 935 CMR 500.105(9)(e):
- Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with FreeMarketMA, including members, if any.
- Personnel Records at a minimum will include in compliance with 935 CMR 500.105(9)(d):
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with FreeMarketMA and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures, including, at a minimum, the following:
 - Code of ethics/Whistle-blower policy; and
 - A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or

a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and

- All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

- Handling and Testing of Marijuana Records in compliance with 935 CMR 500.160(3)
 - FreeMarketMA will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records in compliance with 935 CMR 500.105(8)(b)
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records in compliance with 935 CMR 500.105(9)(c):
 - FreeMarketMA will use BioTrackTHC to maintain real-time inventory (in conjunction with Metrc). BioTrackTHC inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records in compliance with 935 CMR 500.110(7)
 - Within ten (10) calendar days, FreeMarketMA will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by FreeMarketMA for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records in compliance with 935 CMR 500.105(9)(f) and in compliance with 935 CMR 500.105(12)
 - When marijuana or marijuana products are disposed of, FreeMarketMA will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two FreeMarketMA agents present during the disposal or handling, with their signatures. FreeMarketMA will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records in compliance with 935 CMR 500.110:
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records in compliance with 935 CMR 500.105(13)(f)(5)
 - FreeMarketMA will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records in compliance with 935 CMR 500.105(2)
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure in compliance with 935 CMR 500.105(9)(g)
 - In the event FreeMarketMA closes, all records will be kept for at least two (2) years at FreeMarketMA's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, FreeMarketMA will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures in compliance with 935 CMR 500.105(9)(a);
 - Policies and Procedures related to FreeMarketMA's operations will be updated on an ongoing basis as needed and undergo a review by the

executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of FreeMarketMA's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to FreeMarketMA operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of FreeMarketMA, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on FreeMarketMA's website.

- Policies and procedures for the handling of cash on FreeMarketMA premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

FreeMarketMA will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in future regulations that require FreeMarketMA to retain records longer than what in compliance with 935 CMR 500.105(9)(g).

Maintaining of Financial Records

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

DIVERSITY PLAN

FreeMarketMA LLC (“FreeMarketMA”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make FreeMarketMA a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

FreeMarketMA’s commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined hereing, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Goal #1: Achieve at least the goals below for our hiring and staffing:

- 50% minorities
- 40% women
- 3% veterans
- 2% persons with disabilities
- 2% LGBTQ+

Programs to Achieve Diversity Goal #1:

- Increase diversity of the staff by actively seeking out people who are members of the groups specified above, through in-house hiring initiatives and participation in online diversity job boards at least once a year and whenever staffing needs arise. Sources utilized will include: Taunton Daily Gazette local newspaper.

Measurements and Metrics for Diversity Goal #1:

- FreeMarketMA personnel files shall be evaluated on an annual basis to determine how many employees are members of the groups above that occupy positions within the company and that number shall be divided by FreeMarketMA’s total staffing at its facility to determine the percentage achieved.

Goal #2: Enhance workforce diversity by contracting with diverse businesses. FreeMarketMA shall strive to employ at least the following percentages of its contractors, subcontractors and suppliers from the following groups specified in the paragraph below:

<i>Minority Business Enterprise</i>	5%
<i>Women Business Enterprise</i>	5%
<i>Veteran Business Enterprise</i>	5%
<i>LGBTQ+ Business Enterprise</i>	5%
<i>Disability-Owned Business Enterprise</i>	5%

Programs to Achieve Diversity Goal #2:

FreeMarketMA will make good faith efforts to employ contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a business from the categories above, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

FreeMarketMA seeks to have diversity across the listed demographic groups and measure those agent the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity (“DBE”) category and will instead seek a variety of qualifying the businesses to contract with and will judge the mix of those relationships.

Measurements and Metrics for Diversity Goal #2:

FreeMarketMA shall maintain a list of active contractors, subcontractors, and suppliers and compare that list annual to the Massachusetts Directory of Certified Businesses to determine progress towards the goals listed above.

FreeMarketMA acknowledge that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

FreeMarketMA will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing and sponsorship practives of Marijuana Establishments.

FreeMarketMA acknowledges that any actions taken, or program instituted will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

Qualifications and Training

FreeMarketMA LLC (“FreeMarketMA”) will ensure that all employees hired to work at a FreeMarketMA facility, or for FreeMarketMA (the company) will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

I. Qualifications

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

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

See below for more detailed descriptions of Job Qualifications.

II. Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of FreeMarketMA’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

All of FreeMarketMA’s employees who handle or sell marijuana will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. New, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. FreeMarketMA’s owners, managers, and employees will then successfully complete the program once every year thereafter. FreeMarketMA will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. FreeMarketMA’s records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, FreeMarketMA’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana’s effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;

3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

III. Job Qualifications

Manager of Product Manufacturing

Responsible for all aspects of the Product Manufacturing Facility and its operations.

Duties:

- Manage all aspects of production
- Manage all aspects of human resources in production areas
 - Conduct training programs to protect pest control workers
 - Inventory, control, and tracking training
- Coordinate equipment and resource needs
- Manage inventory and availability systems to ensure accuracy
- Assist in purchasing and receiving
- Perform equipment maintenance

Qualifications & Requirements:

- Bachelor's degree in hard science preferred.

Director of Compliance/Outside Legal Counsel

Responsible for quality, testing and all reporting to the Commonwealth.

Duties:

- Work with the testing laboratories to take random samples for testing.
- Oversee compliance with health regulations
- Demonstrate compliance with municipal rules, regulations, ordinances and bylaws
- Complete and submit all required documentation to the Commonwealth

Standard Operating Procedure

General Commercial Cannabis Product Manufacturer Objective

Statement : Commercial Cannabis Product Manufacturing Sec. 14.1.1

Activity : Policies and Procedures for Energy Efficiency and Conservation

i) Energy Use Reduction Opportunities

Written Operating Procedures must incorporate the following:

- (1) Description of how will ME monitor its energy consumption and make adjustments to operations based on energy-usage data
 - i. Lighting, dehumidification, HVAC
- (2) Procedures for identifying energy savings opportunities as part of any facility upgrades, renovations and expansions
- (3) Procedures for identifying energy savings opportunities when equipment fails and needs to be replaced

ii) Opportunities for Renewable Energy Generation

Written Operating Procedures must incorporate the following:

- (i) Description of how ME will make energy supply decisions and regularly evaluate renewable options
- (ii) Procedures for identifying energy savings opportunities as part of any facility upgrades, renovations or expansions and
- (iii) Procedures for identifying energy savings opportunities when equipment fails and needs to be replaced

iii) Strategies to Reduce Electric Demand (such as lighting schedules, active load management and energy storage); and

Written Operating Procedures must incorporate the following:

- (i) Description of how the ME will monitor energy demand and make adjustment to operations based on data and
- (ii) Procedures for participation in load curtailment, energy storage or other active demand management programs as applicable

iv) Engagement with Energy Efficiency Programs offered pursuant to M.G.L. c. 25, §21 or through municipal lighting plants.

Written Operating Procedures explain how company will have:

- (a) Regular engagement with energy efficiency programs (account representatives, vendors, etc.) to ensure awareness of new opportunities and incentives

Safety Plan

FreeMarketMA LLC (“FreeMarketMA”) has developed a Safety Plan that fully addresses the safety of our customers, our surrounding community and our employees. Our standard operating procedures (SOPs) have been drafted to ensure compliance with the requirements of the Cannabis Control Commission’s and regulatory agency regulations. These SOPs specifically address quality control measures and laboratory testing among other topics.

FreeMarketMA is committed to only producing the safest of products. A robust testing plan will ensure the FreeMarketMA’s products are produced in accordance with good manufacturing practices and held to rigorous testing standards. Product testing will include analysis for potency, terpenes, heavy metal, solvents, pesticides, microbial contamination and shelf life. Tests will be performed by an independent testing facility prior to releasing for distribution.

FreeMarketMA’s operating plan relies on an approach that utilizes to the fullest extent, the expertise of our team, detailed SOPs and an audit and compliance program to ensure customer safety, product safety and compliance.

Safety Controls

FreeMarketMA will utilize natural extraction methods in producing its products. Specifically, FreeMarketMA will use cold press extraction and water distillation techniques. Neither of these techniques uses any flammable materials or any form of chemical solvent. These methods utilize mechanical pressure and condensation to create marijuana products from marijuana. As such, no special safety plan for handling chemical solvents or flammable materials shall be required.

Quality Control

FreeMarketMA will comply with the following sanitary requirements:

1. Any FreeMarketMA agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any FreeMarketMA agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

3. FreeMarketMA's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in FreeMarketMA's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. FreeMarketMA's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. FreeMarketMA will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. FreeMarketMA's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. FreeMarketMA's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. FreeMarketMA's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. FreeMarketMA will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. FreeMarketMA will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. FreeMarketMA's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. FreeMarketMA will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. FreeMarketMA will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. FreeMarketMA will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

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

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing

See Production Methods SOP.

Standard operating procedures

FreeMarketMA LLC will implement quality systems controlled by our SOPs and based on standards to control processes that are critical to product safety. Our Chief Compliance Officer will ensure our protocols comply with regulatory agency regulations. The position of Chief Compliance Officer (CCO) is an autonomous position reporting directly to the CEO and Board of Directors. Every SOP implemented in the cannabis establishment will incorporate employee, community, customer and product safety considerations and will require strict quality control and assurance practices in all of our daily activities.

FreeMarketMA LLC's extensive quality control protocols address a myriad of product safety requirements including, but not limited to, employee training requirements, proper equipment usage and maintenance protocols, sanitation standards, component and product handling and storage, quality control testing, child-resistant packaging, product inserts, label disclosures and product traceability requirements.

The Chief Compliance Officer/Outside Legal Counsel is responsible for updating our SOPs to maintain compliance with all published rules and forthcoming guidance from the regulatory agency on product

safety, while our General Manager will maintain the procedures and stay current with best practice and industry innovations.

SOPs will be updated as often as necessary to maintain compliance with all laws and regulations that govern FreeMarketMA LLC's operations. FreeMarketMA LLC's Chief Compliance Officer, under the CEO's oversight, are responsible for incorporating into the SOPs any additions or amendments to the regulations, as well as any guidance or directives published by the regulatory agency. Manager level employees will be responsible for drafting, updating and maintaining the SOPs in their area of supervision.

All employees will be required to have proper training on the SOPs applicable to their duties. Each employee will be required to demonstrate their comprehension of the detailed procedures required prior to performing any task. Additionally, all third-party contractors will be required, by contract, to perform their duties in compliance with FreeMarketMA LLC policies and regulatory agency regulations.

Any employee or contractor who acts in a non-compliant or negligent manner will be reprimanded or terminated depending on the severity of their offense. In order to establish an effective operating system with a culture of compliance, all employees and contractors will be required as a condition of employment or contract to report any observed compliance issues to the appropriate party.