



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283723  
Original Issued Date: 04/07/2021  
Issued Date: 04/07/2021  
Expiration Date: 04/07/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Local Roots NE Inc.

Phone Number: 978-621-3567 Email Address: dean@localroots.cc

Business Address 1: 910 Boston Post Rd., Ste #100 Business Address 2:  
Business City: Marlboro Business State: MA Business Zip Code: 01752  
Mailing Address 1: 910 Boston Post Rd., Ste.#310 Mailing Address 2:  
Mailing City: Marlboro Mailing State: MA Mailing Zip Code: 01752

### 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: 16.25 Percentage Of Control: 25  
Role: Owner / Partner Other Role: Vice President  
First Name: Dean Last Name: Iandoli Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 16.25 Percentage Of Control: 25

Role: Owner / Partner Other Role: President

First Name: Catherine Last Name: Trifilo Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 16.25 Percentage Of Control: 25

Role: Owner / Partner Other Role: Treasurer

First Name: Michael Last Name: Staiti Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 16.25 Percentage Of Control: 25

Role: Owner / Partner Other Role: Secretary

First Name: Richard Last Name: Olstein Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 5 Percentage Of Control:

Role: Executive / Officer Other Role: COO

First Name: Anthony Last Name: Brach Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: Percentage Of Control:

Role: Other (specify) Other Role: Director of Security

First Name: Ronald Last Name: L'Ecuyer Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership: 30

Date generated: 04/28/2021

<b>Entity Legal Name:</b> CPC Equity LLC		<b>Entity DBA:</b>	<b>DBA</b>
			<b>City:</b>

**Entity Description:** CPC Equity is a MA LLC operating with 30% equity interest, with no control, in Local Roots NE

**Foreign Subsidiary Narrative:**

<b>Entity Phone:</b> 617-593-2130	<b>Entity Email:</b> mikestaiti@keystonedev.net	<b>Entity Website:</b>
<b>Entity Address 1:</b> 910 Boston Post Rd	<b>Entity Address 2:</b>	
<b>Entity City:</b> Marlboro	<b>Entity State:</b> MA	<b>Entity Zip Code:</b> 01752
<b>Entity Mailing Address 1:</b> 910 Boston Post Rd	<b>Entity Mailing Address 2:</b>	
<b>Entity Mailing City:</b> Marlboro	<b>Entity Mailing State:</b> MA	<b>Entity Mailing Zip Code:</b> 01752

**Relationship Description:** CPC Equity was formed as a single purpose entity to act as the investment entity into Local Roots, Inc and Caregiver-Patient Connection LLC. CPC Equity, LLC currently has capital pledges of \$9,250,000 to fund the development of three grow facilities, (Barre MC281254/MC282237) (FraminghamMCN228206), a manufacturing facility in Framingham (MPN281301) a dispensary (FitchburgMR282131), a dispensary in Sturbridge (MRN283231) and a Marlboro dispensary (MRN283723). CPC Equity, LLC has 30% profit and loss ownership of both Local Roots, Inc. and Caregiver Patient Connection, LLC but no direct or indirect authority over the management, policies, operations or capital decisions of either Local Roots or Caregiver-Patient Connection LLC.

The total investment amount of \$9,250,000 is being funded and to date \$7,500,000 has been funded by investors and the balance of the funds will be advanced in October, 2020.

CPC Equity, LLC and Caregiver Patient Connection, LLC are both banking with Gardner Federal Credit Union and bank statements are included with this submission, however, please note that as part of the capital raised to date, a considerable amount has been invested in the operational components of the CPC-Local Roots licenses for start-up, development, construction, opening and operational costs as needed.

CPC Equity has 26 investors of which Mr. Michael Staiti and Mr. Richard Olstein are the only two entities, or individuals contributing 10% or more of the initial capital to operate the Marijuana Establishment. Mr. Staiti and Mr. Olstein are managers of Caregiver Patient Connection, LLC. Both have undergone background checks as part of a previously approved 'Change of Ownership' request.

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

<b>Entity Legal Name:</b> CPC Equity LLC		<b>Entity DBA:</b>
<b>Email:</b> mikestaiti@keystonedev.net	<b>Phone:</b> 617-593-2130	
<b>Address 1:</b> 910 Boston Post Rd., Ste#310	<b>Address 2:</b>	
<b>City:</b> Marlboro	<b>State:</b> MA	<b>Zip Code:</b> 01752
<b>Types of Capital:</b> Monetary/Equity	<b>Other Type of Capital:</b>	<b>Total Value of Capital Provided:</b> \$9500000 <b>Percentage of Initial Capital:</b> 100
<b>Capital Attestation:</b> Yes		

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

## DISCLOSURE OF INDIVIDUAL INTERESTS

### Individual 1

<b>First Name:</b> Dean	<b>Last Name:</b> Iandoli	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Caregiver-Patient Connection LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Fitchburg	<b>Marijuana Establishment State:</b> MA	

### Individual 2

<b>First Name:</b> Catherine	<b>Last Name:</b> Trifilo	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Caregiver-Patient Connection LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Fitchburg	<b>Marijuana Establishment State:</b> MA	

### Individual 3

<b>First Name:</b> Michael	<b>Last Name:</b> Staiti	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Caregiver-Patient Connection LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Fitchburg	<b>Marijuana Establishment State:</b> MA	

### Individual 4

<b>First Name:</b> Richard	<b>Last Name:</b> Olstein	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Caregiver-Patient Connection LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Fitchburg	<b>Marijuana Establishment State:</b> MA	

### Individual 5

<b>First Name:</b> Anthony	<b>Last Name:</b> Brach	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Caregiver-Patient Connection LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Fitchburg	<b>Marijuana Establishment State:</b> MA	

### Individual 6

<b>First Name:</b> Ronald	<b>Last Name:</b> L'Ecuyer	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Caregiver-Patient Connection LLC	<b>Business Type:</b> Marijuana Retailer	
<b>Marijuana Establishment City:</b> Fitchburg	<b>Marijuana Establishment State:</b> MA	

### Individual 7

<b>First Name:</b> Dean	<b>Last Name:</b> Iandoli	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Caregiver-Patient Connection LLC	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Barre	<b>Marijuana Establishment State:</b> MA	

### Individual 8

<b>First Name:</b> Catherine	<b>Last Name:</b> Trifilo	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Caregiver-Patient Connection	<b>Business Type:</b> Marijuana Cultivator	
<b>Marijuana Establishment City:</b> Barre	<b>Marijuana Establishment State:</b> MA	

### Individual 9

<b>First Name:</b> Michael	<b>Last Name:</b> Staiti	<b>Suffix:</b>
<b>Marijuana Establishment Name:</b> Caregiver-Patient Connection LLC	<b>Business Type:</b> Craft Marijuana Cooperative	
<b>Marijuana Establishment City:</b> Barre	<b>Marijuana Establishment State:</b> MA	

### Individual 10

<b>First Name:</b> Richard	<b>Last Name:</b> Olstein	<b>Suffix:</b>
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**Marijuana Establishment Name:** Caregiver-Patient Connection LLC    **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Barre    **Marijuana Establishment State:** MA

**Individual 11**

**First Name:** Anthony    **Last Name:** Brach    **Suffix:**

**Marijuana Establishment Name:** Caregiver-Patient Connection LLC    **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Barre    **Marijuana Establishment State:** MA

**Individual 12**

**First Name:** Ronald    **Last Name:** L'Ecuyer    **Suffix:**

**Marijuana Establishment Name:** Caregiver-Patient Connection    **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Barre    **Marijuana Establishment State:** MA

**Individual 13**

**First Name:** Dean    **Last Name:** Iandoli    **Suffix:**

**Marijuana Establishment Name:** Caregiver-Patient Connection LLC    **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Framingham    **Marijuana Establishment State:** MA

**Individual 14**

**First Name:** Catherine    **Last Name:** Trifilo    **Suffix:**

**Marijuana Establishment Name:** Caregiver-Patient Connection LLC    **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Framingham    **Marijuana Establishment State:** MA

**Individual 15**

**First Name:** Michael    **Last Name:** Staiti    **Suffix:**

**Marijuana Establishment Name:** Caregiver-Patient Connection LLC    **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Framingham    **Marijuana Establishment State:** MA

**Individual 16**

**First Name:** Richard    **Last Name:** Olstein    **Suffix:**

**Marijuana Establishment Name:** Caregiver-Patient Connection LLC    **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Framingham    **Marijuana Establishment State:** MA

**Individual 17**

**First Name:** Anthony    **Last Name:** Brach    **Suffix:**

**Marijuana Establishment Name:** Caregiver-Patient Connection LLC    **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Framingham    **Marijuana Establishment State:** MA

**Individual 18**

**First Name:** Ronald    **Last Name:** L'Ecuyer    **Suffix:**

**Marijuana Establishment Name:** Caregiver-Patient Connection LLC    **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Framingham    **Marijuana Establishment State:** MA

**Individual 19**

**First Name:** Dean    **Last Name:** Iandoli    **Suffix:**

**Marijuana Establishment Name:** Caregiver-Patient Connection LLC    **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Framingham    **Marijuana Establishment State:** MA

**Individual 20**

**First Name:** Catherine    **Last Name:** Trifilo    **Suffix:**

Marijuana Establishment Name: Caregiver-Patient Connection LLC			Business Type: Marijuana Product Manufacture		
Marijuana Establishment City: Framingham			Marijuana Establishment State: MA		
Individual 21					
First Name: Michael		Last Name: Staiti		Suffix:	
Marijuana Establishment Name: Caregiver-Patient Connection LLC			Business Type: Marijuana Product Manufacture		
Marijuana Establishment City: Framingham			Marijuana Establishment State: MA		
Individual 22					
First Name: Richard		Last Name: Olstein		Suffix:	
Marijuana Establishment Name: Caregiver-Patient Connection LLC			Business Type: Marijuana Product Manufacture		
Marijuana Establishment City: Framingham			Marijuana Establishment State: MA		
Individual 23					
First Name: Anthony		Last Name: Brach		Suffix:	
Marijuana Establishment Name: Caregiver-Patient Connection LLC			Business Type: Marijuana Product Manufacture		
Marijuana Establishment City: Framingham			Marijuana Establishment State: MA		
Individual 24					
First Name: Ronald		Last Name: L'Ecuyer		Suffix:	
Marijuana Establishment Name: Caregiver-Patient Connection LLC			Business Type: Marijuana Product Manufacture		
Marijuana Establishment City: Framingham			Marijuana Establishment State: MA		
Individual 25					
First Name: Dean		Last Name: Iandoli		Suffix:	
Marijuana Establishment Name: Caregiver-Patient Connection LLC			Business Type: Marijuana Retailer		
Marijuana Establishment City: Sturbridge			Marijuana Establishment State: MA		
Individual 26					
First Name: Catherine		Last Name: Trifilo		Suffix:	
Marijuana Establishment Name: Caregiver-Patient Connection LLC			Business Type: Marijuana Retailer		
Marijuana Establishment City: Sturbridge			Marijuana Establishment State: MA		
Individual 27					
First Name: Michael		Last Name: Staiti		Suffix:	
Marijuana Establishment Name: Caregiver-Patient Connection LLC			Business Type: Marijuana Retailer		
Marijuana Establishment City: Sturbridge			Marijuana Establishment State: MA		
Individual 28					
First Name: Richard		Last Name: Olstein		Suffix:	
Marijuana Establishment Name: Caregiver-Patient Connection LLC			Business Type: Marijuana Retailer		
Marijuana Establishment City: Sturbridge			Marijuana Establishment State: MA		
Individual 29					
First Name: Anthony		Last Name: Brach		Suffix:	
Marijuana Establishment Name: Caregiver-Patient Connection LLC			Business Type: Marijuana Retailer		
Marijuana Establishment City: Sturbridge			Marijuana Establishment State: MA		
Individual 30					

First Name: Ronald Last Name: L'Ecuyer Suffix:  
Marijuana Establishment Name: Caregiver-Patient Connection LLC Business Type: Marijuana Retailer  
Marijuana Establishment City: Sturbridge Marijuana Establishment State:  
MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 910 Boston Post Rd. Ste.#100  
Establishment Address 2:  
Establishment City: Marlborough Establishment Zip Code: 01752  
Approximate square footage of the establishment: 2000 How many abutters does this property have?: 30  
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Marlboro executed hca and attestation.pdf	pdf	5f481d165fa28707f4582784	08/27/2020
Plan to Remain Compliant with Local Zoning	Marlboro Compliance with Local Zoning 9_2.pdf	pdf	5f4fe372853a241c0ed8c714	09/02/2020
Certification of Host Community Agreement	Outreach Meeting Form Marlboro Revised 9_18.pdf	pdf	5f650b218109e507db03e0b9	09/18/2020

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan Marlboro Revised 9_21_2020 w letters.pdf	pdf	5f68df4511982107a722f2cb	09/21/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: Vice President  
First Name: Dean Last Name: Iandoli Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role: President  
First Name: Catherine Last Name: Trifilo Suffix:

**RMD Association:** Not associated with an RMD

**Background Question:** no

#### Individual Background Information 3

**Role:** Owner / Partner

**Other Role:** Treasurer/Director

**First Name:** Michael

**Last Name:** Staiti **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

#### Individual Background Information 4

**Role:** Owner / Partner

**Other Role:** Secretary

**First Name:** Richard

**Last Name:** Olstein **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

#### Individual Background Information 5

**Role:** Executive / Officer

**Other Role:** COO

**First Name:** Anthony

**Last Name:** Brach **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

#### Individual Background Information 6

**Role:** Manager

**Other Role:** Director of Security

**First Name:** Ronald

**Last Name:** L'Ecuier **Suffix:**

**RMD Association:** Not associated with an RMD

**Background Question:** no

#### ENTITY BACKGROUND CHECK INFORMATION

##### Entity Background Check Information 1

**Role:** Investor/Contributor

**Other Role:**

**Entity Legal Name:** CPC Equity LLC

**Entity DBA:**

**Entity Description:** CPC Equity acts solely as an investment entity into CPC and Local Roots NE

**Phone:** 508-229-7827

**Email:** mikestaiti@keystonedev.net

**Primary Business Address 1:** 910 Boston Post Rd., Ste.#310

**Primary Business Address 2:**

**Primary Business City:** Marlborough

**Primary Business State:** MA

**Principal Business Zip Code:**  
01752

**Additional Information:** CPC Equity was formed as a single purpose entity to act as the investment entity into Local Roots, Inc and Caregiver-Patient Connection LLC. CPC Equity, LLC currently has capital pledges of \$9,250,000 to fund the development of three grow facilities, (Barre MC281254/MC282237) (FraminghamMCN228206), a manufacturing facility in Framingham (MPN281301) a dispensary (FitchburgMR282131), a dispensary in Sturbridge (MRN283231) and a Marlboro dispensary (MRN283723). CPC Equity, LLC has 30% profit and loss ownership of both Local Roots, Inc. and Caregiver Patient Connection, LLC but no direct or indirect authority over the management, policies, operations or capital decisions of either Local Roots or Caregiver-Patient Connection LLC.

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#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization Local Roots.pdf	pdf	5f4820c73595ff084fed6105	08/27/2020
Secretary of Commonwealth - Certificate of Good Standing	8_30_20 LR SECY OF MA CERT.pdf	pdf	5f4d6e055fa28707f458310f	08/31/2020
Department of Revenue - Certificate of Good standing	8_30_20 LR- DOR Cert .pdf	pdf	5f4d6e183a4447086ca995af	08/31/2020
Department of Revenue - Certificate of Good standing	DUA Cert of Comp 9_2020.pdf	pdf	5f4ff8c4054242245dc86c7a	09/02/2020
Bylaws	Local Roots By-Laws .pdf	pdf	5f4ff8f3716d401bf8d4beee	09/02/2020

No documents uploaded

Massachusetts Business Identification Number: 001380387

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Timeline 9_2020.pdf	pdf	5f4ffc5cfa5f4a1c24d9b2fe	09/02/2020
Business Plan	Marlboro Business Plan 9_2020.pdf	pdf	5f5000fe054242245dc86c96	09/02/2020
Plan for Liability Insurance	Plan to Obtain Insurance.pdf	pdf	5f5004540f99bf24895781e8	09/02/2020

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Acquiring Marijuana Local Roots 8_20.pdf	pdf	5f501ca6853a241c0ed8c827	09/02/2020
Restricting Access to age 21 and older	Restricting Access to Age 21 Local Roots 8_20.pdf	pdf	5f5134f3729ffa1c15883d91	09/03/2020
Security plan	Security Marlboro 8_20.pdf	pdf	5f513a115837b61c2f647242	09/03/2020

Prevention of diversion	Prevention of Diversion Local Roots 8_20.pdf	pdf	5f513a6fddc8bc2494c684fb	09/03/2020
Storage of marijuana	Storage Local Roots 8_20.pdf	pdf	5f5152d0729ffa1c15883e93	09/03/2020
Transportation of marijuana	Transportation Local Roots 8_20.pdf	pdf	5f5152f47b6e50246854f8f4	09/03/2020
Inventory procedures	Inventory Procedures Local Roots 8_20 .pdf	pdf	5f515317853a241c0ed8cb81	09/03/2020
Quality control and testing	Quality Control and Testing Local Roots 8_20.pdf	pdf	5f51533f781380244ebf930b	09/03/2020
Personnel policies including background checks	Personnel Policies:Background Checks Local Roots 8_20.pdf	pdf	5f5154b9bc3a3b1be23dc6cb	09/03/2020
Record Keeping procedures	Record Keeping Procedures Local Roots 8_20.pdf	pdf	5f5154e0853a241c0ed8cb91	09/03/2020
Maintaining of financial records	Maintaining of Financial Records Local Roots 8_20.pdf	pdf	5f515503781380244ebf931b	09/03/2020
Qualifications and training	Qualifications and Training Local Roots 8_20.pdf	pdf	5f5157d6fa5f4a1c24d9b71d	09/03/2020
Energy Compliance Plan	Energy Compliance Plan 9_2020.pdf	pdf	5f5bbca07b6e50246855102c	09/11/2020
Dispensing procedures	Dispensing Local Roots Revised 9_18_2020.pdf	pdf	5f6510dde4c06f07e61cfe70	09/18/2020
Diversity plan	Diversity Plan Local Roots Revised 9_21_2020.pdf	pdf	5f6a842f73481907b14c72e3	09/22/2020

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

Notification:

I 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

**HOURS OF OPERATION**

<b>Monday From: 10:00 AM</b>	<b>Monday To: 8:00 PM</b>
<b>Tuesday From: 10:00 AM</b>	<b>Tuesday To: 8:00 PM</b>
<b>Wednesday From: 10:00 AM</b>	<b>Wednesday To: 8:00 PM</b>
<b>Thursday From: 10:00 AM</b>	<b>Thursday To: 8:00 PM</b>
<b>Friday From: 10:00 AM</b>	<b>Friday To: 8:00 PM</b>
<b>Saturday From: 10:00 AM</b>	<b>Saturday To: 8:00 PM</b>
<b>Sunday From: 10:00 AM</b>	<b>Sunday To: 8:00 PM</b>



**City of Marlborough**  
**Legal Department**

140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752  
TEL (508) 460-3771 FAX (508) 460-3698 TDD (508) 460-3610  
LEGAL@MARLBOROUGH-MA.GOV

**JASON D. GROSSFIELD**  
CITY SOLICITOR

**JASON M. PIQUES**  
ASSISTANT CITY SOLICITOR

**HEATHER H. GUTIERREZ**  
PARALEGAL

June 26, 2020

Richard Olstein  
LOCAL ROOTS NE, INC.  
910 Boston Post Road, East – Suite 310  
Marlborough, MA 01752

**RE: Host Community Agreement**

Dear Mr. Olstein:

Enclosed please find an original copy of the fully executed Host Community Agreement by and between Local Roots NE, Inc. and the City of Marlborough.

Sincerely,

Jason M. Piques  
Assistant City Solicitor

Enclosure



## 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:

Local Roots NE LLC

2. Name of applicant's authorized representative:

Richard Olstein

3. Signature of applicant's authorized representative:



4. Name of municipality:

Marlborough

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

Arthur Viseant, Mayor



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).*):

Mayor@marlborough-ma.gov, legal@marlborough-ma.gov

8. Host community agreement execution date:

June 25, 2020

CITY OF MARLBOROUGH AND  
LOCAL ROOTS NE, INC.

**HOST COMMUNITY AGREEMENT**

THIS HOST COMMUNITY AGREEMENT (the "Agreement") is entered into this 25th day of June, 2020 by and between Local Roots NE, Inc. a Massachusetts Corporation, with a principal office address of 910 Boston Post Road, East, Suite 310, Marlborough, Ma 01752 (the "Company"), and the City of Marlborough, a Massachusetts municipal corporation, acting by and through its Mayor, with a principal address of 140 Main Street, Marlborough, Massachusetts 01752 ("the City"), collectively referred to herein as the "Parties."

WHEREAS, the Company wishes to locate a marijuana retailer for the purposes of the sale and distribution of recreational marijuana products (the "Facility" or "Marijuana Retailer") at 910 Boston Post Road East, Marlborough, Massachusetts 01752 (the "Property"), in accordance with the laws, regulations, and policies of the Commonwealth of Massachusetts ("MA Law") and the ordinances, rules, regulations, and policies of the City ("Local Law"); and

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

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c. 94G, Section 3(d), applicable to the operation of a Marijuana Retailer, such activities to be only done in accordance with the applicable MA Law and Local Law.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the City agree as follows:

**1. Annual Payments**

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of the Marijuana Retailer in the City at the Property, and receives any and all necessary and required permits and licenses of the City, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the Marijuana Retailer in the City, then the Company agrees to provide the following Annual Payments, provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of the required municipal approvals due to Company's bad faith, negligence or failure to timely or adequately respond to a Request for Response from the CCC or other similar request from the City, the Company shall reimburse the City for its legal fees associated with the negotiation of this Agreement.

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#### A. Community Impact Fee

The Company anticipates that the City will incur additional expenses and impacts on the City's roads and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the City. Accordingly, in order to mitigate the financial impact on the City and use of City resources, the Company agrees to pay an Annual Community Impact Fee to the City, in the amount and under the terms provided herein.

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales at the Facility (the "Annual Payments"). The term "gross sales" shall mean the total of all sales transactions of the Facility to the maximum extent permitted by law, without limitation, whether wholesale or retail, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold at the Facility. Such payments shall be in addition to the 3% Local Option Tax authorized by M.G.L. c. 64N, § 3 and accepted by the City.
2. The Annual Payments shall be made on a quarterly basis in each calendar year on or before the last day of January, April, July and October, beginning on the first of such dates after the execution of this Agreement, which payment shall be for the quarter immediately preceding the payment. By way of example, a payment made on or before January 31 shall be for the immediately preceding October through December, inclusive. The Annual Payments shall continue for the term of this Agreement, payable on a quarterly basis.
3. While the City has the sole discretion for determining how to spend the Annual Payments, the Parties understand and acknowledge that, as required by M.G.L. c. 94G, § 3(d), the Annual Payments are reasonably related to the costs imposed upon the City by the Company's operation of a Marijuana Retailer at the Property.

#### B. Additional Costs, Payments and Reimbursements

1. Permit and Connection Fees: To the extent permitted by law, the Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the City's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the City.
2. Facility Consulting Fees and Costs: The Company shall reimburse the City for any and all reasonable consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.

3. Other Costs: The Company shall reimburse the City for the actual costs incurred by the City in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.
4. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made within five (5) days of the date they are due, the City shall provide the Company with written notice of such failure to make a timely payment. The Company shall have a five (5) day period to cure such failure to make timely payment from the date of receipt of such notice., For any payment made after the due date, the Company shall also be required to pay the City a late payment penalty equal to five percent (5%) of such required payments.

C. Annual Charitable/Non-Profit Contributions

The Company, in addition to any other payments specified herein, shall annually voluntarily contribute to a non-profit organization(s) in the City an amount no less than \$10,000 for the purpose of marijuana education and prevention programs within the City to promote safe, legal, and responsible use, said charities/non-profit organizations to be determined upon mutual agreement between the City, acting by and through its Mayor or the Mayor's designee, and Company. The first contribution shall be due within 30 days of commencement of operations and then annually beginning on January 1, 2022, and shall continue for the term of this Agreement. In the event that no such organization can offer appropriate programming, the contribution shall be paid to the City to hold in a restricted fund for release upon mutual agreement of the Company and City once an eligible non-profit program is identified.

D. Annual Reporting for Host Community Impact Fees and Benefit Payments

- i. The Company shall notify the City when the Company commences sales at the Facility pursuant to laws and regulations.
- ii. The Company shall, at least annually, provide the City with copies of all reports which are required to be submitted to the Commonwealth, regarding the Company's operations at the Facility.
- iii. At the time the Company submits each payment under paragraph 2 to the City, the Company shall submit financial records to the City with a certification of gross sales with respect to such Payment. The report shall specify the Payment(s) as calculated under this section and shall be prepared by a Certified Public Accountant in accordance with generally accepted accounting principles ("GAAP"). The Company shall maintain its books,

financial records, and other compilations of data pertaining to all requirements of this Agreement in accordance with standard GAAP and all applicable state laws and regulations. The Company shall retain such records for a period of at least seven (7) years.

- iv. Upon request by the City, the Company shall provide the City with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility.
- v. In addition to the above referenced reports, the Company shall also provide to the City such other information as may reasonably be requested by the Mayor of the City of Marlborough.
- vi. Financial Records Compliance with Local Law. The Company shall work cooperatively with all necessary City agencies, departments, boards, committees, and officers to ensure that the Company's operations are compliant with Local Law. The Company shall comply with the conditions of any special permit, licenses or other permits issued by the City, including but not limited to conditions concerning security. This Agreement does not waive, limit, control, or in any way affect the legal authority of any City agency, board, committee, or official to regulate, authorize, restrict, inspect, investigate, enforce against, or issue, deny, suspend, or revoke any permit, license or other approval with respect to, the Company or the Site, nor does it waive, limit, control, or in any way affect the legal authority of the Marlborough Police Department to investigate, prevent, or take action against any criminal activity with respect to the Company or the Site. Nothing in this Agreement presumes, implies, suggests, or otherwise creates any promise either that the Company shall obtain or retain any or all local permits, licenses, and other approvals that are required in order to operate at the Site.
- vii. Independent Audit. During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the City to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the City and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous

calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

## **2. Local Vendors and Employment**

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire City residents.

## **3. Licenses, Permits, and Zoning**

The Company agrees to apply for and comply with the requirements of any applicable City licenses, permits, or zoning relief as required by City ordinance or regulation.

## **4. On-site Consumption Prohibited**

Consistent with 935 CMR 500.050(8)(a)(1) the Company consents to prohibiting on-site consumption.

## **5. Local Taxes**

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, § 38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the City an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under this Agreement.

## **6. Security**

The Company shall maintain security at the Facility and Property in accordance with a security plan approved by any required state and/or City licensing and monitoring authority(ies). In addition, the Company shall at all times comply with MA Laws, Local Law and any City special permit or other permit/approval regarding security of the Site. Further, the Company shall coordinate with the Marlborough Police Department in the development and implementation of required security measures, including without limitation the determination of the placement of security cameras and the sharing of security information. The Company will maintain a cooperative relationship with the Marlborough Police Department, including but not limited to, periodic meetings to review operational concerns and communication with the Marlborough Police Department of any incidents and suspicious activities at the Facility and Property. To the extent requested by the City's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the City's Police Department in determining the placement of exterior security cameras. In addition, at the discretion of the City's Police Chief in the interest of public safety, the Police Chief may require the presence of a police detail, and the costs of any such detail shall be the responsibility of the Company.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the Facility, and with regard to any anti-diversion procedures.

To the extent requested by the City's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

The Company agrees to comply with all the CCC's requirements, regulations, and laws of the Commonwealth, including but not limited to Criminal Offender Record Information (CORI) review for any personnel or employees.

## **7. Community Impacts**

The Parties anticipate that, because of the Company's operation of the Facility, the City will incur additional expenses and impacts on its roads, law enforcement, inspectional services, permitting and administrative services, educational and public health services, as well as potential additional unforeseen impacts upon the City. To mitigate the financial impact upon the City and the use of City resources, the Company agrees to provide for the mitigation terms herein.

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the City and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.



## **8. Support**

The City agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the City normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

This Agreement does not affect, limit, or control the authority of City boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Ordinances of the City, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, ordinances, and regulations. The City, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for a marijuana retailer to operate in the City, or to refrain from enforcement action against the Company and/or its Facility for violation of the terms of said permits and approvals or said statutes, ordinances and regulations.

## **9. Term; Termination of Agreement**

This Agreement shall take effect on the date first set forth above (the "Effective Date"), and shall continue in effect for so long as the Company operates the Facility, or five (5) years from the date upon which the Facility commences operations at the Property, whichever is earlier.

At the conclusion of the term of this Agreement, in the event that the Company wishes to continue to operate at the Site, the Parties shall renegotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Thereupon, the City and the Company shall negotiate the amount and calculation of annual payments to the City. To the extent permitted by law, this Agreement shall remain in effect until execution of a new successor agreement.

In the event that the Company no longer does business in the City or loses or has any license(s), approvals, and/or permit(s) to operate the Facility revoked, then this Agreement shall become null and void, and the Company shall pay to the City any payment amounts due upon the termination date, and in no event shall the City be responsible for the return of any funds provided to it by the Company.

## **10. Failure to Locate and/or Relocation.**

In the event that the Company fails to obtain a final license from the CCC and all necessary local permits from the City (including but not limited to a Special Permit from the City which Company acknowledges it is required to obtain) and commence operations at the Facility within one (1) year from the date of the grant of said special permit, the Company shall pay to the City the sum of \$8,000.00 (eight thousand dollars) per month beginning on the one year anniversary from the

Effective Date until the Company either commences operations or this Agreement is terminated, whichever is earlier.

This Agreement shall terminate and be null and void in the event the Company: (1) fails to obtain a final license from the CCC and all necessary local permits from the City (including but not limited to a Special Permit from the City which Company acknowledges it is required to obtain) and commence operations at the Facility within two (2) years from the Effective Date, or (2) relocates the Facility out of the City.

In the case of relocation of the Facility outside of the City after two (2) years from the Effective Date, an adjustment of payments due to City shall be pro-rated based upon the period of operation within the City. In no event shall City be responsible for the return of any payments made by Company to City.

#### **11. Successors/Assigns**

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

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

#### **12. Notices**

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To the City:

Office of the Mayor  
Marlborough City Hall  
140 Main Street  
Marlborough, MA 01752  
Email: [mayor@marlborough-ma.gov](mailto:mayor@marlborough-ma.gov)

With a copy to: [legal@marlborough-ma.gov](mailto:legal@marlborough-ma.gov)

To Company:

Richard Olstein  
Local Roots NE, Inc.  
910 Boston Post Road East  
Suite 310  
Marlborough, MA 01752  
Email: [rlo@keystonedev.net](mailto:rlo@keystonedev.net)

### **13. Severability**

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the City would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the City in enforcing this Agreement.

### **14. Governing Law**

This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of law thereof. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the legality of marijuana. The Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

### **15. Entire Agreement**

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the City with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

### **16. Amendments/Waiver:**

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

**17. Headings:**

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

**18. Counterparts**

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

**19. Signatures.**

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

**20. No Joint Venture:**

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the City, or the City and any other successor, affiliate or corporate entity as joint ventures or partners.

**21. Indemnification**

The Company shall indemnify, defend (with counsel acceptable to City), and hold the City, and its officials, departments, employees, agents, insurers, and representatives harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the City, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development or use of the Property and/or Facility; provided, however, the foregoing indemnification shall not apply to any claim, liability, expense, lawsuit, cost, loss or other damage, including reasonable attorneys' fees, which arise from or are caused by willful misconduct of the City, its employees, agents or officers. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the City's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30) days of written notice by the City, to reimburse the City for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

**22. Third-Parties**

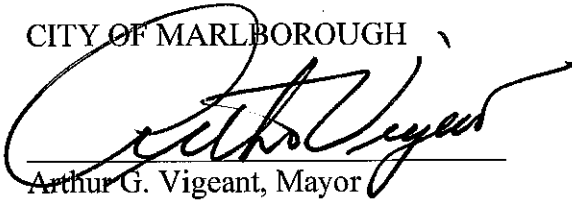
Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Company.

**23. Re-Opener/Review.**

In the event that the Company enters into a host community agreement for a Marijuana Retailer with another municipality in the Commonwealth of Massachusetts that contains terms that are more beneficial to City than the terms herein, the parties shall reopen this Agreement and negotiate an amendment resulting in benefits to the City equivalent or superior to those provided to the other municipality.

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

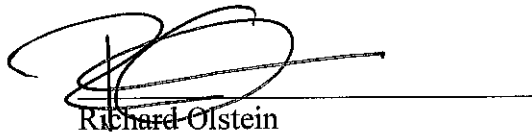
CITY OF MARLBOROUGH



Arthur G. Vigeant, Mayor

In his official capacity and not personally

LOCAL ROOTS NE, INC.



Richard Olstein

## CERTIFICATE OF VOTE OF AUTHORIZATION

I, Richard Olstein, Clerk-Secretary of Local Roots NE, Inc. hereby certify that, at a meeting of the Board of Directors of said Corporation duly held on June 23, 2020 which date is earlier than the contract to which this certificate is incorporated by reference, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

RESOLVED that Richard Olstein be and hereby is authorized, directed and empowered on behalf of this Company, to sign, execute, acknowledge and deliver other obligations of this Company including the execution of the Host Community Agreement to be valid and binding upon this Company for all purposes, and that this Certificate of Authority shall be delivered to the City of Marlborough; and that this authorization shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such managers or designated members and a certificate of such later vote is delivered to the City.

I, further certify that Richard Olstein is the duly-elected Secretary of said corporation.

Signed: \_\_\_\_\_

CLERK-SECRETARY

Place of Business: 910 Boston Post Rd E, Marlborough ma 01757

Date of Contract: 6/24/20

AFFIX CORPORATE SEAL

*In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this Certificate must be counter signed by another officer of the Corporation.*

Countersignature: \_\_\_\_\_

(Name and Title of Officer)

CFO, Treasurer, Director

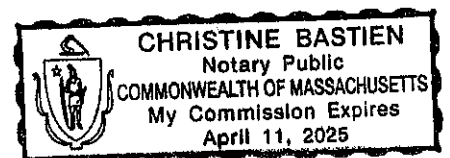
*If there is no other Officer of the Corporation to attest, then this Certification must be notarized.*

On this 24 day of June 2020, before me, the undersigned Notary Public, personally appeared Richard Olstein, as Secretary of Local Roots NE, Inc. and proved to me through satisfactory evidence of identification, which was Massachusetts drivers license, that h/she is the person whose name is signed on the foregoing document, and acknowledged to me that h/she signed it voluntarily for its stated purpose.

CBastien

Notary Public

My Commission Expires:



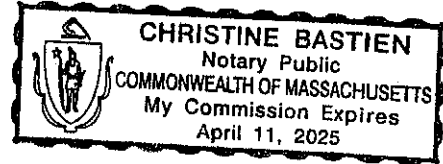
*X*

On this 24 day of June 2020, before me, the undersigned Notary Public, personally appeared Michael J Stait, as Treasurer of Local Roots NE, Inc. and proved to me through satisfactory evidence of identification, which was Massachusetts driver's license, that h/she is the person whose name is signed on the foregoing document, and acknowledged to me that h/she signed it voluntarily for its stated purpose.

CBastien

Notary Public

My Commission Expires:



*[Handwritten mark]*

## **MARLBOROUGH ZONING MEMORANDUM**

Date: September 2, 2020

Re: Adult Use Marijuana Zoning Analysis – 910 Boston Post Road East, Marlborough

Pursuant to the City of Marlborough Zoning Code Section 650-18 subsection 46A the above referenced property is located within an approved zone for Adult Use Marijuana Retail upon issuance of a Special Permit by the City Council.

Attached please find a copy of the Zoning Code, Zoning Map and a Google map evidencing the subject property is in the approved zone. Also attached is a copy of the Special Permit Application which has been filed with the City Council.



**§ 650-18. Conditions for uses.**

A. Conditions for use as noted in the Table of Uses.

- (1) Single-family zero lot line:
  - (a) Located within an open space development in accordance with the requirements of § 650-28E(3).
  - (b) Have the appearance and character of single-family dwellings.
  - (c) Are affordable, as defined in § 650-5.
- (2) Conversion of a single-family house to a two-family house. Conversion of a single-family house existing at the time of the passage of the original Zoning Ordinance in 1956 to accommodate two families, provided that:
  - (a) The house contains at least 1,800 square feet of gross floor area, not including basement rooms or open attic space.
  - (b) The lot contains at least 15,000 square feet in Rural Residence Districts and 10,000 square feet in Residence A-1, Residence A-2 and Residence A-3 Districts.
  - (c) The appearance and character of a single-family house is preserved.
  - (d) Stairways, unless on the rear of the building, shall be located within the walls of the building and, on corner lots, shall be within the walls of the building.
- (3) Conversion of a two-family to a three-family. The conversion of a one- or two-family residence building to accommodate not more than three dwelling units, provided that:
  - (a) The exterior one- or two-family character of the building is not altered and no major structural change is made in the exterior other than is necessary to provide means of egress from each unit as required by the Building Code. Stairways, unless in the rear of the building, shall be located within the walls of the building and, on corner lots, shall be within the walls of the building.
  - (b) There is at least 600 square feet of floor area for each dwelling unit, and provided further that each dwelling unit has separate toilet and cooking facilities.

(4) Multifamily dwelling. One structure consisting of a multifamily dwelling containing three or more dwelling units on a single lot, provided that the lot meets all the requirements of Article VII and, in addition, has a landscaped area meeting all the requirements of § 650-18A(9)(e). The above provision shall not apply to mixed use or multifamily developments within the Marlborough Village District. **[Amended 12-1-2014 by Ord. No. 14-1005947C]**

(5) Trailer; mobile homes.

(a) Trailer coaches; mobile homes. No trailer coach or mobile home may be occupied except in a trailer park operating under a license from the Board of Health and by special permit of the City Council.

(b) Trailer offices and storage trailers are permitted on site only within the locus of construction activity and only during the period of active construction which is carried on continuously in good faith pursuant to a valid building permit.

(c) Trailer showrooms are prohibited.

(6) Accessory uses, residential.

(a) For residences such uses are limited to:

[1] A toolshed, playhouse, tennis court, boathouse or other building or structure for domestic use, such as storage of boats and boat trailers or private garage for motor vehicles, but not including more than one vehicle owned by a nonresident of the premises.

[2] The taking of no more than three lodgers or boarders by a resident family in a dwelling, except in Residence C Districts, provided that no dwelling so used shall be enlarged but may be remodeled for the same or like purpose, and stairways, unless in the rear of the building, shall be located within the walls of the building and, on corner lots, shall be within the walls of the building, and further provided that the requirements of Article VII, including but not limited to off-street parking, lot coverage and landscaping and screening, are met in full.

(b) For farms such accessory uses are limited to:

- [1] The uses of Subsection A(6)(a)[1] without a limitation as to number.
  - [2] Garages for farm vehicles and equipment, barns, greenhouses, silos, storages or other buildings for temporary or permanent farm use.
  - [3] Stand for the sale of produce raised on the premises only.
- (7) Customary home occupations. Customary home occupations are permitted, provided that:
- (a) No more than 25% of the floor area of the residence is used for the purpose of the home occupation or the professional use or, if an accessory building is used, no more than 30% of the floor area of the accessory building and residence combined.
  - (b) There is no external evidence of the home occupation or the profession, and no major structural change shall be made in the exterior so as to alter the appearance and character of the residence.
  - (c) There are not more than two nonresidents employed on the premises.
- (8) Customary yard sales, charitable sales, bazaars. Customary residential yard sales, charitable sales or bazaars are permitted, provided that:
- (a) The sales are not conducted for business purposes. See § 650-18A(30) for regulations pertaining to open air markets conducted primarily for business purposes.
  - (b) The residential yard sales are primarily intended to dispose of personal property belonging to residents living on or near the premises. As used herein, personal property shall not include property purchased or otherwise obtained for the purpose of resale.
  - (c) No permanent change in the site or structure shall be made so as to alter the appearance or character of the lot.
- (9) Two residential structures on a lot less than 80,000 square feet. Two or more structures consisting of single-family, two-family or multifamily dwellings or any combination thereof on a single lot of not less than 80,000 square feet and subject to the following conditions:

- (a) Each building shall face either upon an existing street and shall have a minimum front yard of 60 feet or face upon an open space which, in its least dimension, shall not be less than 60 feet. Each building, whether principal or accessory, shall be at least 60 feet distant from any other building in the group by air line distance between the nearest points of the buildings.
- (b) No dwelling unit shall contain less than three rooms, exclusive of halls and bathrooms. There shall be a minimum of 600 square feet of floor space, exclusive of halls and stairs, for each three-room dwelling unit, and for each additional room, the floor space shall be increased by at least 120 square feet.
- (c) There shall be at least 5,000 square feet of lot area for each family on the lot.
- (d) No part of any principal building shall be within 20 feet of any lot line.
- (e) There shall be landscaped area provided equal to the greatest single floor area of the building or equal to the sum total of the greatest single floor areas of all the principal buildings. The landscaped area shall meet the following requirements:
  - [1] At least 75% of the landscaped area has a grade of less than 8%.
  - [2] The width of such landscaped area shall average at least 40 feet and in no case shall be less than 30 feet.
  - [3] The landscaped area shall be designed for recreational use by residents.
- (10) Agriculture, horticulture or floriculture, on lots of more than five acres. Agriculture, horticulture or floriculture or the expansion or reconstruction of existing structures for the primary purpose of agriculture, horticulture or floriculture, except that all such activities shall be limited to parcels of more than five acres which are not zoned for agriculture, horticulture or floriculture.
- (11) Forests, woodlots, woodworking mills and machinery. Forests, woodlots, portable woodworking mills and machinery are permitted, providing that:

- (a) They are operated by the owner of the property.
  - (b) There shall be no storage within 50 feet of any property line and 100 feet of any street line.
- (12) Livestock farms. The raising of or keeping of a small flock of poultry, less than 10, or of saddle horses, private kennel, livestock or other farm animals for use only by residents of the premises; provided, further, that adequate open space is available for their care.
- (13) Farms and poultry farms. Farms and poultry farms, but not piggeries; market gardens, orchards, nurseries, greenhouses and stands for the sale of produce raised on the premises. Cultivated uses are allowed up to all property and street lines. All other uses permitted shall be located not less than 25 feet from any street line.
- (14) Golf courses, country clubs and beaches. Golf courses, country clubs and beaches and the sale of equipment and refreshments incidental to that of the foregoing purposes shall be permitted in Rural Residence Districts. In Residence A1, A2 and A3 Districts, the foregoing shall be permitted by special permit.
- (15) Charitable and philanthropic buildings. Religious purposes or educational purposes on land owned or leased by the commonwealth or any of its agencies, subdivisions or bodies politic or by a religious sect or denomination or by a nonprofit educational corporation; provided, however, that such land or structure shall be subject to regulations concerning the bulk and height of structures, yard size, lot area, open space, parking and building coverage requirements in accordance with the provisions of this chapter.
- (16) Child-care centers. Child-care centers, (either nonprofit or for-profit), subject to reasonable regulations concerning the bulk and height of structures and determining yard sizes, lot area, setbacks, open space, parking and building coverage requirements.
- (17) Public buildings. Buildings used exclusively for administrative purposes, such as government buildings, City, county, state or federal; telephone exchanges and other administrative office buildings, provided that there is no service yard or garage; parks and playgrounds and housing for the elderly under the jurisdiction of any governmental

agency. The use of any building, structure and/or land which is used by a lessee of the City of Marlborough is permitted in all portions of the City with prior approval of the City Council following, when requested by a Councilor, a public hearing, and any such use as an assisted living facility shall be exempt from compliance with the dimensional, landscaping and parking requirements set forth in Chapter 650, Article VII, §§ 650-40 through 650-49, provided that approval of wireless communications facilities shall be subject to the provisions of § 650-25. **[Amended 8-28-2006 by Ord. No. 06-1001202B]**

- (18) Buildings converted to offices, banks, insurance and financial institutions. Buildings converted to offices, banks, insurance and financial institutions, provided that the exterior character of the building shall not be altered.
- (19) Retail stores, shops and service establishment uses, excluding automotive service establishments (such as gasoline filling stations and places for the repair and service of motor vehicles), on a retail lot are also permitted upon the issuance of a special permit, provided that such uses are not inconsistent with uses customarily located in shopping malls.
- (20) Commercial radio towers, television towers and wireless communication. Commercial radio towers, television towers, receivers, transmitters and wireless communications facilities only when authorized by a special permit of the City Council and pursuant to all the applicable provisions of § 650-25 of this chapter.
- (21) Hotels and motels with conference centers. Hotels and motels, together with associated conference, trade and meeting facilities. Commercial uses may also be included, subject to the same special permit and subject to the following limitations:
  - (a) Permitted commercial uses shall be limited to the following: flower shops; laundry and dry-cleaning pickup stations; restaurants; snack bars; sundries shops; gift shops; banks; travel agencies; car rental agencies and similar uses.
  - (b) The structure which houses the commercial uses must be under the same ownership as the hotel or motel.

- (c) The major public entry to commercial facilities shall be provided from the interior of the hotel or motel.
  - (d) No outside storage or display of merchandise shall be permitted.
- (22) Residential conference and training center with food and recreation facilities. Residential conference and training center, which may include conference and education facilities, facilities for preparation and serving of food and alcoholic and other beverages, sleeping and living accommodations, tennis courts, swimming pools and other recreational and athletic facilities, on a single lot of not less than 15 acres.
- (23) Recreation centers. Recreational center for the purpose of providing ice-skating rinks, swimming pools, tennis courts and any other indoor or outdoor recreational facility and use.
- (24) Clubs. Clubs, provided that the chief activity of such club is not a service customarily carried on as a business.
- (25) Places of repair for cars, boats, trucks and farm equipment. Automobile sales and service. No use otherwise permitted pursuant to automotive sales and service and salesrooms and places for the repair and service of boats, trucks, cars, farm equipment and building supplies shall be allowed if any residential use is still being made of the property. In addition, no said use pursuant to the uses noted above shall be allowed on any lot which is smaller than one acre in size as of November 1, 1995, unless a special permit authorizing said use has been approved by the City Council.
- (26) Outdoor storage. Outdoor storage, but not an auto junkyard, may be permitted in the Business, Commercial Automotive, and Industrial Districts if it is accessory to one of the permitted uses in the zoning district in which the main building and lot is located. Outdoor storage is allowed as an accessory use in a Limited Industrial District only for light non-nuisance manufacturing and assembly of specialized vehicles for use by municipal, state and other public agencies. Further, the outside storage must be adequately screened from the street and adjacent properties to obscure the materials stored therein. **[Amended 5-9-2005 by Ord. No. 05-100713C]**

- (27) Parking lots and garages. Automobile parking garages or lots are permitted, provided that the drives are at least 100 feet from intersections.
- (28) Gasoline filling stations and auto service establishments. Automotive service establishments, such as gasoline filling stations for dispensing fuel, washing and lubricating vehicles, and such minor repairs as changing tires, provided that all activities except dispensing fuel are conducted inside the structure. No entrance or exit shall be within 50 feet of any residence district, and no appliances for dispensing gasoline or greasing or oiling automobiles shall be located within 50 feet of any residence or within 20 feet of any street line.
- (29) Open air markets. Open air markets, including flea markets, conducted by one or more sellers in the open air or under tents or other temporary structures, where the primary purpose of the markets is business related, provided the market operator responsible for the entire market receives a license from the City Council as specified in Chapter 444 of the Code of the City of Marlborough.
- (30) Soil removal. Removal from the site of sod, loam, sand, clay, gravel, stone or quarry stone from any location, provided that approval of the City Council is obtained in accordance with Chapter 534, Soil Removal, of the Code of the City of Marlborough.
- (31) Restaurants and cafes.
  - (a) Restaurants and cafes serving food outdoors, including drive-in facilities.
    - [1] Outdoor dining areas shall not be located in parking or landscaped areas required by Article VII.
    - [2] Outdoor dining areas shall be screened from any abutting lot residentially zoned or used by a solid fence at least six feet high.
    - [3] Any raised structure (such as a deck) on which the outdoor dining occurs shall comply with the building setback requirements of this chapter.
    - [4] Any at-grade area on which the outdoor dining occurs shall be located no closer to the lot line than would otherwise be allowed of exterior parking areas.



[5] Service of alcoholic beverages out of doors shall require a separate license from the License Commission and any appropriate state approval.

[6] Within the Marlborough Village District, a special permit may be granted to allow for rooftop, sidewalk, or other outdoor restaurant seating that varies the provisions of this section. **[Added 12-1-2014 by Ord. No. 14-1005947C]**

(b) Restaurants and cafes for employee use. Service buildings, built and maintained by one or more of the permitted uses, containing either or all of the following uses: restaurant, drugstore, bank or other similar services primarily for the use of employees of the permitted uses, are allowed in Limited Industrial and Industrial Districts.

(32) Adult bookstore, video store, paraphernalia store, motion-picture theater, live entertainment establishment.

(a) The following uses are permitted when approved by the City Council, as provided for in Article VIII, § 650-59:

[1] Adult bookstore.

[2] Adult video store.

[3] Adult paraphernalia store.

[4] Adult motion-picture theater.

[5] Adult live entertainment establishment.

[6] Tattoo and body piercing parlors/shops.

(b) Special permits for uses listed above shall be subject to the establishment of rules and regulations promulgated by the City Council and shall also be subject to the following terms and conditions:

[1] No use listed above may be located less than 1,000 feet from a residential zone, school, library, church or other religious use, day-care facility, public park, public playground, public recreational facility or another use listed above. The one-thousand-foot distance shall be measured from all property lines of the proposed uses listed above.

- [2] No pictures, publications, videotapes, movies, covers or other implements, items or advertising that fall within the definition of any use listed above, or are erotic, prurient or related to violence, sadism or sexual exploitation shall be displayed in the windows of or on the building of any establishment listed above or be visible to the public from the pedestrian sidewalks or walkways or from the other areas, public or semipublic, outside such establishments.
  - [3] No special permit shall be issued to any person convicted of violating the provisions of MGL c. 199, § 63, or c. 272, § 28.
  - [4] Any special permit issued by the City Council pursuant to the uses listed above shall lapse within one year of the date of the grant, not including the time required to pursue or await termination of an appeal referred to in MGL c. 40A, § 17, if substantial use thereof has not sooner commenced except for good cause or, in the case of permit for construction, if construction has not begun within two years of the date of grant except for good cause.
  - [5] Any existing establishment listed above shall apply for such permit within 90 days following the adoption of the above-referenced additions to the Zoning Ordinance by the City of Marlborough.
- (33) Research, experimental and testing labs. Research, experimental or testing laboratories shall be permitted, provided that, for biomedical and biotechnology uses, the following provisions shall apply:
- (a) All use of RDNA shall be undertaken only in conformity with current and applicable NIH guidelines, as promulgated in the Federal Register and as may be amended from time to time by the NIH or by any successor agency. (Refer to § 650-5 for definitions of "RDNA" and "NIH Guidelines.")
  - (b) All users of RDNA technology shall provide at their own cost appropriate medical and environmental surveillance programs in accordance with the NIH guidelines.
  - (c) Use of RDNA technology shall require certification by the user to the Board of Health that the use is in full

compliance with the NIH guidelines. The Board of Health may establish appropriate rules and procedures to administer these requirements.

- (34) Light manufacturing using portable electric machinery. Light manufacturing using portable electrical machinery is permitted, provided that it is above the ground floor of a business building.
- (35) Associated and accessory research uses. Uses, whether or not on the same parcel as activities permitted as a matter of right, accessory to activities permitted as a matter of right, which activities are necessary in connection with scientific research or scientific development or related production.
- (36) Manufacturing or warehousing. Manufacturing and/or warehousing of footwear, precision instruments, tool and die, dental, medical and optical equipment, electrical or electronic instruments, biomedical or biotechnology products, subject to the provisions governing biomedical research in Subsection A(33) above, provided truck loading and parking areas are effectively screened from abutting office and residential use. Oil or asphalt manufacturing is prohibited.
- (37) Manufacturing or warehousing (Industrial Districts). Oil or asphalt manufacturing is prohibited.
- (38) Retail sales accessory to manufacturing. Retail outlets accessory to manufacturing firms are permitted, provided that they use less than 1/3 of the floor and/or ground area.
- (39) Service buildings, industrial. Service buildings, built and maintained by one or more of the permitted uses in the LI or I Districts shall be permitted containing either or all of the following uses: restaurant, drugstore, bank or other similar services primarily for the use of employees of the permitted uses.
- (40) Large tract development. The following uses of land, buildings and structures are permitted on a large tract development lot, provided that a traffic impact and access study, sufficient in scope in the opinion of the City Engineer, is prepared and submitted as part of site plan review and approval for the proposed large tract development:
  - (a) Office, research and development.

- (b) Light non-nuisance manufacturing or assembly.
  - (c) Experimental laboratory purposes.
- (41) Hotels within the Marlborough Village District are by right, subject to site plan approval by the City Council with input from department staff who participate in administrative site plan review as provided under § 270-2. See in § 650-34B special provisions for site plan review by City Council of hotels in the Marlborough Village District. **[Added 12-1-2014 by Ord. No. 14-1005947C]**
- (42) Mixed use development, including multifamily residential uses, shall not be subject to special permit provisions for multifamily uses. **[Added 12-1-2014 by Ord. No. 14-1005947C]**
- (43) A combination of permitted business uses is allowed, such as a coffee shop in a bookstore, or a restaurant in a food/wine shop, or entertainment/arcade elements accessory to a restaurant. **[Added 12-1-2014 by Ord. No. 14-1005947C]**
- (44) Assisted living facilities: **[Added 11-28-2016 by Ord. No. 16-1006631D]**
- (a) Shall only be located within the A-2 Zoning District north of U.S. Route 20 and with frontage on Massachusetts State Route 85;
  - (b) Shall be located only on parcels of five acres or more;
  - (c) Shall be subject to a special permit based on the City Council's written determination which shall include, but not be limited to, consideration of each of the following criteria:
    - [1] Adequate access to and from the proposed assisted living facility for emergency response vehicles;
    - [2] Adequate alternative access, if necessary, to and from the proposed assisted living facility in case an emergency requires evacuation thereof;
    - [3] Provision for medical transport; and
    - [4] The overall impact of the proposed assisted living facility will not adversely affect the neighborhood or the City; and

(d) Shall be subject to the following additional requirements:

[1] Dimensional conformity. A proposed assisted living facility shall conform to the dimensional criteria for the A-2 Zoning District as set forth in § 650-41, entitled "Table of Lot Area, Yards, and Height of Structures"; provided, however, that if the City Council finds, in accordance with § 650-59C(12)(a), that (i) land to be donated for municipal purposes to the City as a condition of a special permit to be granted hereunder will benefit the City and its citizens generally, and that (ii) prior to such land donation the proposed assisted living facility otherwise conforms to the dimensional criteria of § 650-41, then the City Council may, as a condition for granting a special permit hereunder, modify § 650-41's dimensional criteria as applied to the proposed assisted living facility.

[2] Application process.

[a] The applicant shall submit a plan for the overall development, including a final site plan showing the final completed development in all phases as contemplated on the site at the time of application, regardless of the number of phases in which it may be constructed. The application shall include, at a minimum, a completely designed first phase of development.

[b] The application shall be filed in the name of the applicant. The applicant must either own the development parcel or, when the application is submitted, submit authorization in writing to act for all of the owners of the development parcel.

[3] Design standards. In addition to all applicable landscaping and screening regulations set forth in § 650-47, the following design standards shall apply:

[a] Structures shall be designed to be compatible in architectural character with the surrounding neighborhood and shall not present an "institution"-like front facade;

- [b] Surface parking in front of the facility shall be minimized, with staff parking preferably at the side and rear;
- [c] Rooftop mechanicals shall be screened and not look like "add-on" elements;
- [d] Pedestrian walkways and connections to surrounding uses, particularly public uses, shall be encouraged;
- [e] Bicycle parking shall be provided; and
- [f] As appropriate, a covered bus shelter may be required.

(45) Medical marijuana treatment centers: **[Added 4-2-2018 by Ord. No. 18-1007163-1C]**

- (a) Shall only be located within those portions of the B and LI Districts located along Massachusetts State Highway Route 20 (Boston Post Road) from the Northborough town line to Massachusetts State Highway Route 495, and within those portions of the B and LI Districts located along Massachusetts State Highway Route 20 (Boston Post Road) from the Sudbury town line to Phelps Street;
- (b) Shall have frontage on Massachusetts State Highway Route 20 (Boston Post Road); and
- (c) Shall be subject to the provisions of local and state laws, standards and regulations, and ordinances, including without limitation § 650-32 of the Zoning Ordinance of the City of Marlborough, any conditions imposed on licenses and permits held by the medical marijuana treatment center, agreements between the medical marijuana treatment center and the City of Marlborough, and a special permit from the City Council (the special permit granting authority).

(46) Adult use marijuana retail; marijuana accessories retail: **[Added 5-21-2018 by Ord. No. 18-1007163-2D]**

- (a) Shall only be located within those portions of the B and LI Districts located along Massachusetts State Highway Route 20 (Boston Post Road) from the Northborough town line to Interstate Highway Route 495, and within those portions of the B and LI Districts located along

Massachusetts State Highway Route 20 (Boston Post Road) from the Sudbury town line to Phelps Street;

- (b) Shall have frontage on Massachusetts State Highway Route 20 (Boston Post Road); and
  - (c) Shall be subject to the provisions of state law and of § 650-32, including but not limited to a special permit from the City Council (the special permit granting authority).
- (47) Medical and/or adult use marijuana cultivator, independent testing laboratory, product manufacturer or transporter:  
**[Added 5-21-2018 by Ord. No. 18-1007163-2D]**
- (a) Shall only be located within those portions of the I and LI Districts located west of Interstate Highway Route 495;
  - (b) Shall be limited in number to one of each type (cultivator, independent testing laboratory, product manufacturer or transporter), but in no event fewer than the number of medical marijuana treatment centers registered to engage in the same type of activity in the City of Marlborough;
  - (c) Shall be subject to the provisions of state law and of § 650-32, including but not limited to a special permit from the City Council (the special permit granting authority);
  - (d) All aspects of a medical and/or adult use marijuana cultivator, independent testing laboratory, product manufacturer or transporter concerning marijuana or products containing marijuana, related supplies or educational materials must take place in a fixed location within a fully enclosed building, with the exception of the actual transport of marijuana, marijuana products and related supplies, and shall not be visible from the exterior of the building; and
  - (e) No outside storage or display of marijuana, related supplies, equipment, or educational materials is permitted.



# City of Marlborough, Massachusetts

## Zoning Map

- A-1

RESIDENCE A-1
- A-2

RESIDENCE A-2
- A-3

RESIDENCE A-3
- B

BUSINESS
- NB

NEIGHBORHOOD BUSINESS
- W

WAYSIDE
- CA

COMMERCIAL AUTOMOTIVE
- I

INDUSTRIAL
- LI

LIMITED INDUSTRIAL
- LI-RCO

LIMITED INDUSTRIAL - RETIREMENT COMMUNITY OVERLAY
- MV

MARLBOROUGH VILLAGE DISTRICT
- RB

RESIDENCE B
- RC

RESIDENCE C
- RCR

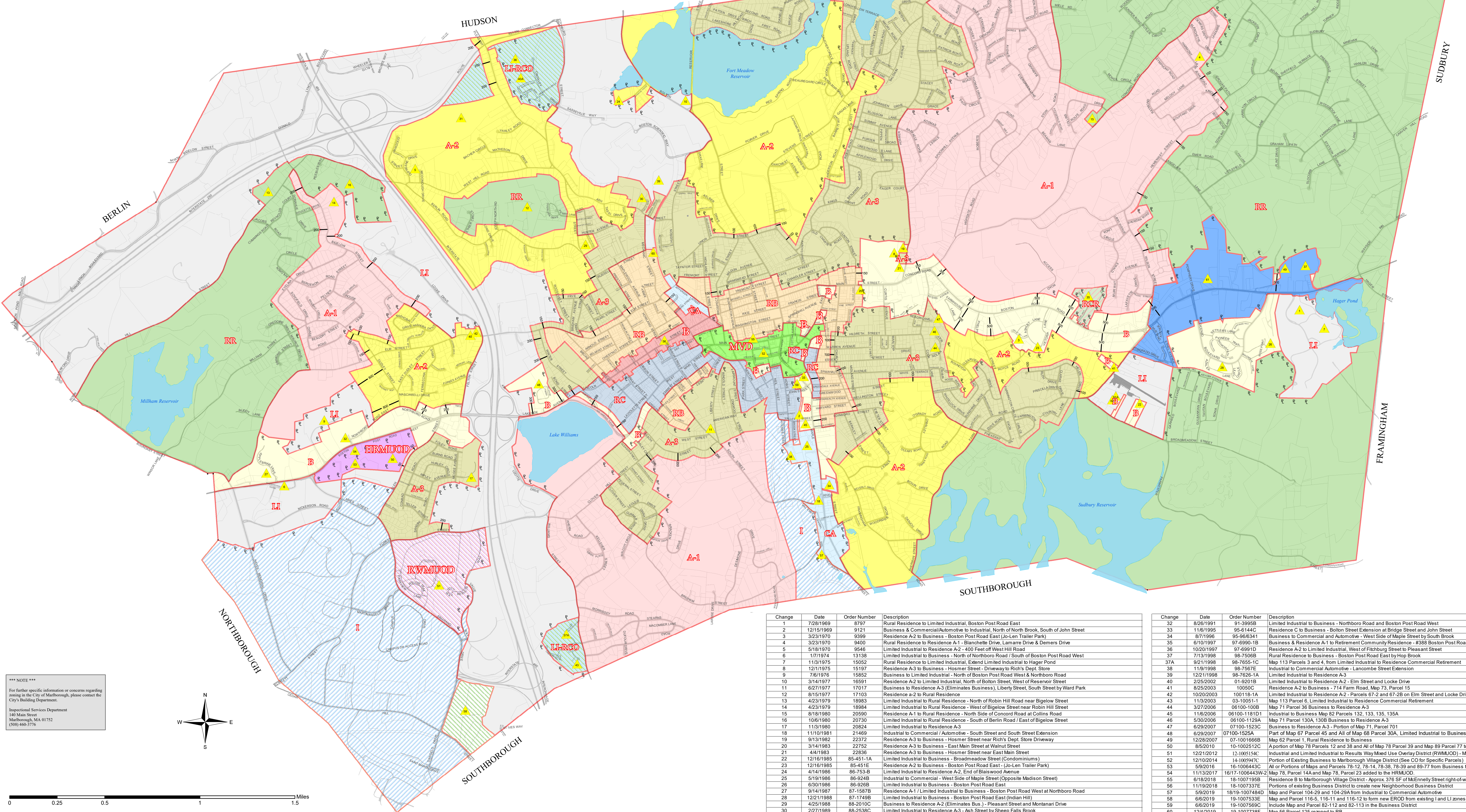
RETIREMENT COMMUNITY RESIDENCE
- RR

RURAL RESIDENCE
- EROD

EXECUTIVE RESIDENTIAL OVERLAY DISTRICT
- RWMUOD

RESULTS WAY MIXED USE OVERLAY DISTRICT
- HRMUOD

HOSPITALITY AND RECREATION MIXED USE OVERLAY DISTRICT



\*\*\* NOTE \*\*\*  
For further specific information or concerns regarding zoning in the City of Marlborough, please contact the City's Building Department.  
Inspection Services Department  
140 Main Street  
Marlborough, MA 01752  
(508) 460-3776

Change	Date	Order Number	Description
1	7/28/1969	8797	Rural Residence to Limited Industrial, Boston Post Road East
2	12/15/1969	9121	Business & Commercial/Automotive to Industrial, North of North Brook, South of John Street
3	3/23/1970	9399	Residence A-2 to Business - Boston Post Road East (Jo-Len Trailer Park)
4	3/23/1970	9400	Rural Residence to Residence A-1 - Blanchette Drive, Lamine Drive & Demers Drive
5	5/18/1970	9546	Limited Industrial to Residence A-2 - 400 Feet of West Hill Road
6	1/7/1974	13138	Limited Industrial to Business - North of Northboro Road / South of Boston Post Road West
7	11/3/1975	15052	Rural Residence to Limited Industrial, Extend Limited Industrial to Hager Pond
8	12/1/1975	15197	Residence A-3 to Business - Hosmer Street - Driveway to Rich's Dept. Store
9	1/6/1976	15852	Business to Limited Industrial - North of Boston Post Road West & Northboro Road
10	3/14/1977	16591	Residence A-2 to Limited Industrial, North of Bolton Street, West of Reservoir Street
11	6/27/1977	17017	Business to Residence A-3 (Eliminates Business), Liberty Street, South Street by Ward Park
12	8/15/1977	17103	Residence a-2 to Rural Residence
13	4/23/1979	18983	Limited Industrial to Rural Residence - North of Robin Hill Road near Bigelow Street
14	4/23/1979	18984	Limited Industrial to Rural Residence - West of Bigelow Street near Robin Hill Street
15	8/18/1980	20590	Residence A-1 to Rural Residence - North Side of Concord Road at Collins Road
16	10/6/1980	20730	Limited Industrial to Rural Residence - South of Berlin Road / East of Bigelow Street
17	11/3/1980	20824	Limited Industrial to Rural Residence - Hosmer Street near East Main Street
18	11/10/1981	21469	Industrial to Commercial / Automotive - South Street and South Street Extension
19	9/13/1982	22372	Residence A-3 to Business - Hosmer Street near Rich's Dept. Store Driveway
20	3/14/1983	22752	Residence A-3 to Business - East Main Street at Walnut Street
21	4/4/1983	22836	Residence A-3 to Business - Hosmer Street near East Main Street
22	12/16/1985	85-451-1A	Limited Industrial to Business - Broadmeadow Street (Condominiums)
23	12/16/1985	85-451-E	Residence A-2 to Business - Boston Post Road East - (Jo-Len Trailer Park)
24	4/14/1986	86-753-B	Limited Industrial to Residence A-2, End of Blaiswood Avenue
25	5/19/1986	86-924B	Industrial to Commercial - West Side of Maple Street (Opposite Madison Street)
26	6/30/1986	86-920B	Limited Industrial to Business - Boston Post Road East
27	9/14/1987	87-1587B	Residence A-1 / Limited Industrial to Business - Boston Post Road West at Northboro Road
28	12/21/1988	87-1749B	Limited Industrial to Business - Boston Post Road East (Indian Hill)
29	4/25/1988	88-2010C	Business to Residence A-2 (Eliminates Bus.) - Pleasant Street and Montanari Drive
30	8/27/1989	88-2539B	Limited Industrial to Residence A-3 - Ash Street by Sheep Falls Brook
31	3/27/1989	88-2579B	Limited Industrial to Residence A-2 - North of West Hill Road to Route 85 Connector
31A	8/7/1989	89-2775B	Map 85 Parcels 12 and 16, Limited Industrial to Business Zone

Change	Date	Order Number	Description
32	8/26/1991	91-3995B	Limited Industrial to Business - Northboro Road and Boston Post Road West
33	11/6/1995	95-6144C	Residence C to Business - Bolton Street Extension at Bridge Street and John Street
34	8/7/1996	95-96341	Business to Commercial and Automotive - West Side of Maple Street by South Brook
35	8/10/1997	97-6990-1B	Business & Residence A-1 to Retirement Community Residence - #388 Boston Post Road East (Zone Established)
36	10/20/1997	97-6991D	Residence A-2 to Limited Industrial, West of Fitchburg Street to Pleasant Street
37	7/13/1998	98-7506B	Rural Residence to Business - Boston Post Road East by Hop Brook
37A	9/21/1998	98-7655-1C	Map 113 Parcels 3 and 4, from Limited Industrial to Residence Commercial Retirement
38	11/9/1998	98-7567E	Industrial to Commercial Automotive - Lancombe Street Extension
39	12/21/1998	98-7626-1A	Limited Industrial to Residence A-3
40	2/25/2002	01-9201B	Limited Industrial to Residence A-2 - Elm Street and Locke Drive
41	8/25/2003	10050C	Residence A-2 to Business - 714 Farm Road, Map 73, Parcel 15
42	10/20/2003	100118-1A	Limited Industrial to Residence A-2 - Parcels 67-2 and 67-2B on Elm Street and Locke Drive
43	11/3/2003	03-1003-1-1	Map 113 Parcel 6, Limited Industrial to Residence Commercial Retirement
44	3/27/2006	06100-100B	Map 71 Parcel 36 Business to Residence A-3
45	11/6/2006	06100-1181D1	Industrial to Business Map 82 Parcels 132, 133, 135, 135A
46	5/30/2006	06100-1129A	Map 71 Parcel 130A, 130B Business to Residence A-3
47	6/29/2007	07100-1523C	Business to Residence A-3 - Portion of Map 71, Parcel 701
48	6/29/2007	07100-1525A	Part of Map 67 Parcel 45 and All of Map 85 Parcel 30A, Limited Industrial to Business
49	12/28/2007	07-1001666B	Map 62 Parcel 1, Rural Residence to Business
50	8/5/2010	10-1002512C	A portion of Map 78 Parcels 12 and 38 and All of Map 78 Parcel 39 and Map 89 Parcel 77 to Business. *See Notation
51	12/21/2012	12-1005154C	Industrial and Limited Industrial to Results Way Mixed Use Overlay District (RWMUOD) - Map 101 Parcel 2
52	12/10/2014	14-100947C	Portion of Existing Business to Marlborough Village District (See CO for Specific Parcels)
53	5/9/2016	16-1006443C	All or Portions of Maps and Parcels 78-12, 78-14, 78-38, 78-39 and 89-77 from Business to HRMUOD
54	11/13/2017	16/17-1006443W-2	Map 78, Parcel 14A and Map 78, Parcel 23 added to the HRMUOD.
55	6/18/2018	18-1007195B	Residence B to Marlborough Village District - Approx. 376 SF of McEnelly Street right-of-way
56	11/19/2018	18-1007337E	Portion of existing Business District to create new Neighborhood Business District
57	5/9/2019	18/19-1007484D	Map and Parcel 104-29 and 104-29A from Industrial to Commercial Automotive
58	6/6/2019	19-1007533E	Map and Parcel 116-5, 116-11 and 116-12 to form new EROD from existing Land LI zones
59	6/6/2019	19-1007569C	Include Map and Parcel 82-112 and 82-113 in the Business District
60	12/4/2019	19-1007738F	Map 56 Parcel 125 rezoned to RB
61	12/19/2019	19-1007718E	Portion of existing Business, Rural Residence, Limited Industrial and Residential A-1 to new Wayside Zoning District
62	6/22/2020	20-1007947H	Portion of Map 85 Parcel 12 zoned Business to Limited Industrial

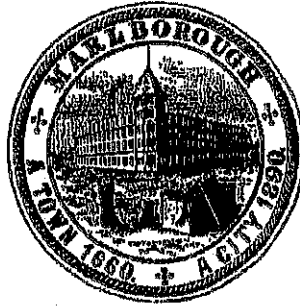
\*\*\* NOTE REGARDING ORDER NUMBER 10-1002512C \*\*\*  
Section 650-9 F of the City Code, which otherwise would extend the regulations for the Business District portions of Parcels 12 and 38 into the City Code Limited Industrial portion of Parcels 12 and 38, shall not be applicable to said fifty-foot portion.

DISCLAIMER  
This publication is designed to provide accurate and authoritative information as possible in regard to the subject matter covered. It is prepared with the understanding that the City of Marlborough, Massachusetts (hereinafter referred to as "publisher and author") is not engaged in rendering legal, accounting, tax, or other professional service and that the publisher and author are not offering such advice in connection with the publication. The publisher and author are not offering such advice in connection with the publication. The publisher and author are not offering such advice in connection with the publication. The publisher and author are not offering such advice in connection with the publication.









CITY OF MARLBOROUGH  
MARLBOROUGH, MASSACHUSETTS 01752

City Hall  
140 Main St. Marlborough,  
Massachusetts 01752

Voice (508) 460-3775 Facsimile (508) 460-3723 TTD (508) 460-3610

President and Members City Council

Date: \_\_\_\_\_

SPECIAL PERMIT APPLICATION  
CERTIFICATION BY PLANNING DEPARTMENT

Project Name: LOCAL ROOTS NE INC

Project Use Summary: ADULT USE MARIJUANA RETAIL

Project Street Address: 910 Boston Post Road, East, Suite 310 Plate: 62-Parcel: 21

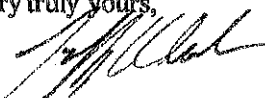
Applicant/Developer Name LOCAL ROOTS NE INC

Plan Date: August 2, 2018 Revision Date: N/A

Dear President and Members:

In accordance with the City Council's Rules for Special Permit Applications, I hereby certify that the Site Plan filed with the City Clerk has been reviewed by the Building Department within the limits of work shown on the plan, and that said plan meets all prior referenced informational requirements of Section 7; that the plan conforms in all aspects to City Code and to these Rules and Regulations, and that any necessary zoning variances have been already granted by the Marlborough Zoning Board of Appeals, and any applicable appeal period concerning said variances have run.

Very truly yours,

  
Jeffrey K. Cooke  
Building Commissioner

Application Fee to submit to  
City Clerk's office

\$500.00



City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT

Lisa M. Thomas  
City Clerk

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Municipal tax returns and paid all Municipal taxes required under law.

Company Name

LOCAL ROOTS NE INC

Owner Name/Officer Name of LLC or Corporation

RICHARD OLSTEIN LOCAL ROOTS NE INC

Owner/Officer Complete Address and Telephone Number

910 BOSTON POST ROAD, EAST SUITE 310

MARLBOROUGH, MA 01752

508-229-7827

Signature of Applicant

Attorney on behalf of Applicant, if applicable

The Special Permit Package will not be accepted unless this certification clause is signed by the applicant and the Tax Collector.

Tax Collector

CITY OF MARLBOROUGH  
OFFICE OF THE CITY CLERK

APPLICATION TO CITY COUNCIL FOR ISSUANCE OF SPECIAL PERMIT

1. Name and address of Petitioner or Applicant:

LOCAL ROOTS NE INC

2. Specific Location of property including Assessor's Plate and Parcel Number.

910 BOSTON POST ROAD EAST, SUITE 100 PARCEL ID:M-200605\_900063 MAP 62 LOT 21-910

3. Name and address of owner of land if other than Petitioner or Applicant:

BLACKCOMB ASSOCIATES LLP, 1 MAIN STREET, WHITINSVILLE, MA 01588

4. Legal interest of Petitioner or Applicant (owner, lessee, prospective owner, etc.)

5. Specific Zoning Ordinance under which the Special Permit is sought:

Article 650 Section 32 Paragraph, C Sub-paragraph

6. Zoning District in which property in question is located:

B

7. Specific reason(s) for seeking Special Permit

APPLICANT WISHES TO OPERATE AN ADULT USE MARIJUANA DISPENSARY

8. List of names and addresses of abutter. SEPARATE SHEET ATTACHED

PETITION IS HEREBY MADE FOR THE ISSUANCE OF A SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH AND IS BASED ON THE WITHIN PETITION OR APPLICATION AS FILED HERewith AND MADE PART OF SAID PETITION.

  
Signature of Petitioner or Applicant

Address: 910 BOSTON POST ROAD, EAST  
SUITE 100, MARLBOROUGH MA 01752

Telephone No., 508-229-7827

Date: 7/9/20

LIST OF NAMES AND ADDRESS OF ABUTTERS  
AS REQUESTED ON THE APPLICATION FOR SPECIAL PERMIT OF:

---

LOCAL ROOTS NE INC (Name of Petitioner)

FOR THE ISSUANCE OF SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH, UNDER CHAPTER 650, ZONING, OF THE CODE OF THE CITY OF MARLBOROUGH.

(Abutters as defined in §650-59, Section 4H, Powers and Procedure of Special-Permit Granting Authorities

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

1. The Community Outreach Meeting was held on the following date(s):
2. 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:

b. Name of publication:

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:

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:

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:





## Legal Notices

910 BOSTON POST RD., STE. #100,  
MARLBOROUGH  
**LEGAL NOTICE**  
**NOTICE OF COMMUNITY OUTREACH**  
**MEETING**  
**REGARDING ADULT-USE MARIJUANA**  
**ESTABLISHMENT**  
**LOCAL ROOTS NE INC.**  
910 BOSTON POST RD., STE. #100,  
MARLBOROUGH, MA

Notice is hereby given that the Local Roots NE Inc., of 910 Boston Post Road, Ste.#100, Marlborough, Massachusetts, will conduct a Community Outreach Meeting on the following matter on **THURSDAY, JULY 30, 2020 at 9:00 BOSTON POST RD., STE.#100, MARLBOROUGH, MA AT 6:00 P.M.** Local Roots NE Inc. intends to apply for the following Adult-use Marijuana Establishment license: Marijuana Retailer, to be located at 910 Boston Post Rd., Ste.#100, Marlborough, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult - use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
6. Community members will be permitted and are encouraged to ask questions and receive answer from representatives of Local Roots NE.

A copy of this notice is on file with the Offices of the Town Clerk, the Planning Board, and the office of the Town Administrator. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another City or Town.

Local Roots NE Inc.

Catherine Trifiro  
President

AD#12900589  
Marlborough Enterprise 7/16/20

339 Boston Post Road - East, Marlborough  
**LEGAL NOTICE**  
**PUBLIC NOTICE OF ENVIRONMENTAL**  
**REVIEW**

**PROJECT:** Volans Marlborough

**LOCATION:** 339 Boston Post Road - East, Marlborough, MA

**PROPOSER:** WP Marlborough MA Owner, LLC.

The undersigned is submitting an Environmental Notification Form ("ENF") to the Secretary of Energy & Environmental Affairs on or before July 16, 2020.

This will initiate review of the above project pursuant to the Massachusetts Environmental Policy Act ("MEPA", M.G.L. c. 30, s.s. 61-62). Copies of the ENF may be obtained from:

Carlton M. Quinn, PE  
Allen & Major Associates, Inc.  
100 Commerce Way, Suite 5  
Woburn, MA 01801  
781-935-6889

Copies of the ENF are also being sent to the Conservation Commission and Planning Board of City of Marlborough where they may be inspected.

The Secretary of Energy & Environmental

178 Simpson Rd.  
**LEGAL NOTICE**  
City of Marlborough  
Conservation Commission  
Request for Determination of Applicability

Notice of Public Hearing

A Notice is hereby given that the Marlborough Conservation Commission will hold a public meeting on Thursday, July 23, 2020 at 7:25 PM virtually either by phone or website.

Public participation will be via Virtual Means Only - this meeting of the Marlborough Conservation Commission will be conducted via remote participation. The public may participate in this meeting via Remote Participation: A website link for the meeting will be provided on the Conservation Agenda posted on the City's website: <https://www.marlbrough-ma.gov/>. Also there will be a phone number to call in to participate without web access. Please also call the Conservation office at 508-460-3768 with any questions. Public comments can also be provided by e-mail to [pryder@marlbrough-ma.gov](mailto:pryder@marlbrough-ma.gov) up to noon the day of the meeting.

Request for Determination of Applicability was filed under provisions of the Massachusetts Wetlands Protection Act, G.L. c. 131, §40.

Petition: Joseph Szazsa proposes to add fill to the back yard within the Buffer Zone of Bordering Vegetated Wetland at 178 Simpson Rd.

Plans and other information will be available at the above Conservation Commission web page. All interested persons are invited to the virtual public hearing.

Applicant or representative must be present

Edward Clancy  
Chairman  
Conservation Commission

AD#13901144  
Marlborough Enterprise 7/16/20

215 Cullinane Dr.

**LEGAL NOTICE**  
City of Marlborough  
Conservation Commission  
Request for Determination of Applicability  
Notice of Public Hearing

A Notice is hereby given that the Marlborough Conservation Commission will hold a public meeting on Thursday, July 23, 2020 at 7:00 PM virtually either by phone or website.

Public participation will be via Virtual Means Only - this meeting of the Marlborough Conservation Commission will be conducted via remote participation. The public may participate in this meeting via Remote Participation: A website link for the meeting will be provided on the Conservation Agenda posted on the City's website: <https://www.marlbrough-ma.gov/>. Also there will be a phone number to call in to participate without web access. Please also call the Conservation office at 508-460-3768 with any questions. Public comments can also be provided by e-mail to [pryder@marlbrough-ma.gov](mailto:pryder@marlbrough-ma.gov) up to noon the day of the meeting.

Request for Determination of Applicability was filed under provisions of the Massachusetts Wetlands Protection Act, G.L. c. 131, §40.

Petition: Amanda Morse proposes to remove and replace existing walkways/steps going down to Ft. Meadow Reservoir from the house at 215 Cullinane Dr.

Plans and other information will be available at the above Conservation Commission web page. All interested persons are invited to the virtual public hearing.

Applicant or representative must be present

Edward Clancy  
Chairman  
Conservation Commission

AD#13901437  
Marlborough Enterprise 7/16/20

415 Boston Post Rd E., Unit 11, Marlboro  
**LEGAL NOTICE**

Legal notice is hereby given under Chapter 138 of the Mass. General Laws that **Tackle Box Shredding Company LLC** wishes to apply for a new **Farmers' Brewers Potting Permit** with **Adam Krasinski** as Manager.

Location of the premises: 415 Boston Post Rd E., Unit 11, Marlboro, MA



## OBITUARIES

Obituaries appearing in this section are paid for and written by families, often through the services of a funeral director.

### Vincent G. O'Brien

MARLBOROUGH - Vincent G. O'Brien 88, a Boston native and longtime Hudson resident who moved to Marlborough during his later years, died Tuesday, July 7, after a short illness.

He was the husband of Nancy E. (Smith) O'Brien, with whom he would have celebrated 54 years of marriage on Aug. 6. He was born in Boston, on Oct. 6, 1931, a son of the late William J. and Jeannie (Cooney) O'Brien. He grew up in the city's Mission Hill neighborhood, graduating from Mission High School in 1950. Vin attended Boston College, paying his way by working as a hotel bellhop before earning a bachelor's degree in business in 1954. He worked for the federal government in the Social Security Administration, retiring in 1980 as deputy regional commissioner. He then went on to have an extensive second career working for 20 years in the post office at Regis College in Weston. Vin and his wife raised their family in Hudson, where he was a longtime communicant of St. Michael Church. He was known to enjoy a long walk, a good mystery novel and vacations to Cape Cod. Besides his wife, survivors include two sons, Daniel G. and his wife,



Vincent G. O'Brien

Barbara, of Hudson, N.H., and Michael C. and his wife, Juliette, of San Ramon, Calif.; also a daughter, Maura A. Miller and her husband, Thomas, of Marshfield Hills; seven grandchildren, Molly O'Brien of Los Angeles, Megan and Sarah O'Brien, both of Hudson, N.H., Shane O'Brien of Las Vegas, and Meredith, Maeve and Maggie Miller, all of Marshfield Hills; two sisters, Margaret "Mara" St. Cyr and Bernadette Corbett and her husband James, all of Boston; a sister-in-law, Louise O'Brien, of Boston; and many nieces and nephews. Besides his parents, he was predeceased by six brothers, Thomas, Jack, Coleman, William, Francis and Patrick "Albie"; and two sisters, Mary and Kathleen.

Calling hours will occur from 4-7 p.m. Sunday, July 12, at the Tighe-Hamilton Funeral Home, 50 Central St., Hudson. A funeral Mass will be celebrated at 9 a.m. Monday, July 13, at St. Michael Church, with burial to follow at St. Michael Cemetery.

### SR. Elizabeth E. Correia

MARLBOROUGH - Sister Elizabeth Emmanuel Correia, RGS died on Monday, July 6,

port, MA. This community closed in 2013 and Sister came to Good Shepherd Cen-

## BEACON HILL ROLL CALL

By Bob Katzen  
[bob@beaconhillrollcall.com](mailto:bob@beaconhillrollcall.com)

## THE HOUSE AND SENATE

Beacon Hill Roll Call records local representatives' votes on roll calls from the week of July 6-11.

## MOSQUITO CONTROL (H 4843)

House 158-0, approved a bill that would grant additional tools to the State Reclamation and Mosquito Control Board to combat mosquito-borne illnesses including Eastern Equine Encephalitis (EEE) and West Nile Virus (WNV). The measure gives the board the authority to take preventative, management and eradication mosquito control methods to address the problem when the risk is elevated. The board must notify local authorities, property owners, agricultural entities and other stakeholders about spraying plans, products and timelines. Other provisions include allowing cities and towns to opt out of mosquito control efforts if they provide a suitable alternative control plan; requiring the board after each spraying action to provide a written report summarizing efforts and details of products used to stakeholders; and creating a Mosquito Control for the 21st Century Task Force to develop a sustainable, long-term mosquito plan using input from a number of stakeholders and experts with the goals of protecting public health while minimizing environmental impacts. The House version of the bill now goes to the Senate for consideration. The Senate passed a different version of the bill in early June.

"As we enter peak mosquito season, I am proud to have worked on and passed urgent and comprehensive EEE legislation that enables the commonwealth to prevent and manage this mosquito

## Attachment A

About 20 minutes after the House approved the bill, public health officials announced that this year's first case of WNV has been found in in mosquitoes collected in Belmont. No human or animal cases have yet been identified.

The DPH has advised residents to protect themselves by using mosquito repellents with an EPA-registered active ingredient; wearing long pants, a long-sleeved shirt and socks when outdoors; keeping mosquitoes out of your home by repairing any holes in your screens and making sure they are tightly attached to all your doors and windows; and removing areas of standing water around your home.

More details on how to protect yourself can be found at <https://www.mass.gov/service-details/west-nile-virus-wnv>

(A "Yes" vote is for the bill.)  
**Rep. Carmine Gentile** Yes  
**Rep. Danielle Gregoire** Yes  
**Rep. Kate Hogan** Yes

## MORE ACCOUNTABILITY FROM THE DEPARTMENT OF CHILDREN AND FAMILIES (H 4841)

House 158-0, approved and sent to the Senate a bill that would require the Department of Children and Families (DCF) to meet new reporting requirements and be more accountable. The department's job is to keep children safe from abuse and neglect. Provisions include requiring an annual survey from the department detailing case counts, rates of adoption by race and ethnicity and the number of children who die in the care and custody of the DCF. The measure also requires DCF to study protections in place for vulnerable children, and to improve the working relationship between the state and foster parents. Another key section creates a Foster Parents' Bill of



**From:** Steven Kerrigan <[skerrigan@marlborough-ma.gov](mailto:skerrigan@marlborough-ma.gov)>  
**Sent:** Friday, July 24, 2020 7:15 AM  
**To:** Christine Bastien <[christine@keystonedev.net](mailto:christine@keystonedev.net)>  
**Subject:** RE: CCC notice Local Roots

Christine,

This email is to confirm receipt of the notice of a Community Meeting.

Thank you,  
Steve

STEVEN W. KERRIGAN  
CITY CLERK  
COMMISSIONER TO QUALIFY  
JUSTICE OF THE PEACE  
NOTARY PUBLIC

MARLBOROUGH CITY HALL  
140 MAIN STREET  
MARLBOROUGH, MA 01752  
PHONE: 508-460-3775  
VISIT US AT: [WWW.MARLBOROUGH-MA.GOV](http://WWW.MARLBOROUGH-MA.GOV)

Please be advised that the Massachusetts Secretary of State considers email to be a public record, and therefore is subject to public access under the Massachusetts Public Records Law, MGL Chapter 66 § 10.

This email may contain **OFFICIAL USE ONLY** and/or **CONFIDENTIAL** information. If you are not the intended recipient, or believe you have received this communication in error please do not print, retain, disseminate or otherwise use this information. Also please inform the sender that you have received this email in error, and delete the copy you received.

**NOTICE OF COMMUNITY OUTREACH MEETING  
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT  
LOCAL ROOTS NE INC.  
910 BOSTON POST RD., STE. #100, MARLBOROUGH, MA**

Notice is hereby given that the Local Roots NE Inc., of 910 Boston Post Road, Ste.#310, Marlborough, Massachusetts, Ste., will conduct a Community Outreach Meeting on the following matter on **THURSDAY, JULY 30, 2020 at 910 BOSTON POST RD., STE.#100, MARLBOROUGH, MA AT 6:00 P.M.** *Local Roots NE Inc. intends to apply for the following Adult-use Marijuana Establishment license: Marijuana Retailer, to be located at 910 Boston Post Rd., Ste.#100, Marlborough, MA pursuant to MGL Ch. 94 G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.*

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
6. Community members will be permitted and are encouraged to ask questions and receive answer from representatives of Local Roots NE;

A copy of this notice is on file with the Offices of the Town Clerk, the Planning Board and the Office of the Mayor. Copy of this Notice was also mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another City or Town.

Social distancing protocols will be observed at this meeting.

Local Roots NE Inc.

Catherine Trifilo  
President



ABUTTERS FOR 910 BOSTON POST RD E (62-21) 400 FT  
MARLBOROUGH, MA

Map	Block	Lot	Unit	Owner~s Name	Co Owner~s Name	Address	City	ST Zip	Parcel Location
62	2						SUDBURY	MA 01776	928 BOSTON POST RD EAST
62	14						MARLBOROUGH	MA 01752	929 BOSTON POST RD EAST
62	15						DALLAS	TX 75266	895-1001 BOSTON POST RD EAST
62	20						FRAMINGHAM	MA 01748	940 BOSTON POST RD EAST
62	22						MARLBOROUGH	MA 01752	894-896 BOSTON POST RD EAST
62	24						MARLBOROUGH	MA 01752	890 BOSTON POST RD EAST
62	3A						MARLBOROUGH	MA 01752	BOSTON POST RD EAST

Attachment C

MARLBOROUGH ASSESSORS  
*Anthony C. Amato*  
*William R. Silverstein*  
*David M. Lytle*

**Local Roots NE  
Impact Plan  
September 4, 2020**

***Introduction***

The Cannabis Control Commission (“Commission”) has identified certain communities in Massachusetts as areas of disproportionate impact. Fitchburg, Massachusetts is named as one of those communities.

Local Roots NE has chosen the City of Fitchburg as the focus of its’ Positive Impact Plan.

***Positive Impact Goals***

The goal of Local Roots is to positively impact Fitchburg in the following ways:

1. Make an annual donation of \$7,500.00 to local charities. (See attached acceptance letters.)
2. Donate two full days of Local Roots/CPC\* staff (paid) clean-up of the Twin Cities Rail Trail.
3. Hold an annual informational session with Fitchburg State University’s Criminal Justice Department on industry security and opportunities.

***Positive Impact Programs***

1. In November, annually, Local Roots management and staff will seek charitable Fitchburg organizations, authorized to accept donations from Local Roots and will make donation(s) totaling \$7,500.00 annually. Donations will be made to Voices of Truth battered women's shelter and the Twin Cities Rail Trail Association.
2. The first Saturday in May and the first Saturday in October will be designated for Local Roots employees, who will be paid by LR, to maintain one mile of the trail in conjunction with the Twin Cities Rail Trail Association. Trash removal, minor repair jobs, painting and other beautification tasks will be performed.
3. In an effort to positively impact the local community, and to attract the most qualified security personnel for Local Roots, Local Roots will tap into a local Fitchburg resource of young security professionals.

Fitchburg State University has the only 4 and 1 Criminal Justice program in the state. Graduates of this program leave with a Master Degree’s in Criminal Justice, and a full-time police academy certificate. F.S.U. has combined the rigors of the police academy with that of their C.J. program to produce qualified law enforcement candidates upon graduation.

CPC/Local Roots\* Director of Security, Ron L’Ecuyer has been a guest speaker as a guest of the Academy Director, Lisa Lane, in front of an audience of 225 C.J. students where he shared with them the career potentials in the cannabis industry. He also took the opportunity to offer potential Local Roots security jobs to those students 21 years of

age or older. The feed-back was quite positive. CPC/Local Roots began receiving applications and resumes within hours of its' presentation. As an addition to its' revised Impact Plan, CPC/Local Roots has committed to conducting one session annually in conjunction with the F.S.U. Master's Program in Criminal Justice. The session will be open to 50 students.

Topics to be discussed during the session are:

- Massachusetts Cannabis Industry Overview
- Security requirements-935CMR500.110 emphasis
- Additional security opportunities
  - Transportation
  - Delivery
  - On-site
  - System design and installation
- What to expect
- Opportunities with Local Roots

### ***Positive Impact Measurement***

1. Local Roots will annually provide the Commission with proof of its' annual charitable donation(s) and documentation of the success of the programs funded by said donation.
2. LR shall provide the Commission with an annual report from the Twin Cities Rail Trail on the progress made during its' two maintenance days along with photo documentation.
3. LR will provide documentation of the annual session at Fitchburg State University which will include the # of attendees, the subjects covered, the number of employment inquiries and the number of hiring's from the group.

No actions taken, or programs instituted by CPC will be in violation of 935CMR500.105(1)(b)(1-3) or any other applicable state laws. LR will adhere to the requirements set forth in 935CMR500.105(4) and all permitted and prohibited advertising, marketing and sponsorship practices.

\*Local Roots NE is the sister company of Caregiver-Patient Connection MC281254, MC282237, MC282131, MP281301, MC282206, MRN283231. The two companies have the same ownership and the Director's of Security and Cultivation, as well as the company COO will be the same for both companies.



# VOICES OF TRUTH

*Empowering Healthy Relationships*

Voices of Truth  
P O Box 873  
Gardner, MA 01440  
978-230-6446

8/27/2020

Catherine Trifilo  
287 Chapman Rd  
Barre, MA 01005

"Voices of Truth would/is willing to accept a donation from Local Roots NE and Caregiver-Patient Connection."

Thank you,

Respectfully,  
Bernice Richard, President



P0 BOX 873  
GARDNER, MA 01440

PHONE 978-230-6446  
MAIL [contact@voicesoftruthcenter.org](mailto:contact@voicesoftruthcenter.org)  
WEBSITE [www.voicesoftruthcenter.org](http://www.voicesoftruthcenter.org)

January 23, 2020

Mr. Dean Iandoli  
The Caregiver-Patient Connection  
910 Boston Post Road, Suite 310  
Marlborough, MA 01752

Dear Mr. Iandoli,

We are so grateful for your support of United Way of North Central Massachusetts (UWNCM). Your generous gift of \$5,000.00 to our 2019-2020 campaign demonstrates your commitment to investing in our local communities. Thank you.

At UWNCM, we strive to build partnerships between people who care and the organizations who serve people in need. We stay current with the most pressing issues facing our community, like food insecurity, illiteracy and homelessness. We also join others to ensure increased access to job readiness skills, through literacy programs and youth venture programs. In addition, a Working Families Network for low and moderate-income individuals will provide access to financial coaching, with a full range of services, which will benefit our community. We are dedicated to short-term relief and long-term change.

Thank you for helping us to strengthen our local communities. Together, we are making a greater difference.

Sincerely,



Kory Eng  
President



Jody Athanasiou  
Director of Resource Development



When "Anna" first walked through the doors of the teen center at the Boys and Girls Club of Leominster and Fitchburg, she was academically behind grade level and lacked confidence. She then attended Power Hour everyday which helped to strengthen her literacy and math skills. As a senior, she is now making honor roll every quarter and is involved with several school clubs. After graduation, she will attend college.

# Twin Cities Rail Trail Association

February 3, 2020

Dean J. Iandoli  
CPC Founder-Director of Innovation  
910 Boston Post Road East - Suite 310  
Marlborough, MA 01752

Dear Mr. Iandoli:

Please consider this a formal letter of interest regarding the proposed involvement by Local Roots in support of the Twin Cities Rail Trail Association (TCRTA) care and maintenance endowment.

As you are aware, Fitchburg has been designated an “area of disproportionate interest” for the purposes described in Section 935 of the Code of Massachusetts Regulations (Cannabis Control Commission). In addition, the Twin Cities Rail Trail is located within a federally recognized Environmental Justice zone, exhibiting high rates of poverty, minority concentration and unemployment. For these reasons, we see an investment in this trail to be an ideal way for Local Roots to become constructively engaged in Fitchburg’s future; supporting a valuable recreational amenity for residents, a critical transportation corridor for commuters, and a driver for future economic growth and tourism. We are thrilled that you have initiated discussions with us about this possibility. To provide a little background on the TCRTA:

-Our Association was formed by residents and city officials in the mid 1990's, when negotiations to purchase the abandoned rail line connecting Fitchburg and Leominster were commenced. We are a non-profit organization affiliated with the North Central Massachusetts Community Foundation, a 501(c)(3) tax exempt entity of the United Way.

-Our 11 member Steering Committee consists of city appointees, residents, and at-large members. We meet 6 times annually; more often when specific issues require our attention. We have been actively engaged in the advocacy and design process for the new trail. Our primary role is to provide for ongoing maintenance and care of the trail upon completion. For this purpose, we are actively creating an endowment fund to cover the costs of sustaining this effort. We currently have 780 Facebook followers, and 238 people on our mailing list. Our Facebook page can be found at: <https://www.facebook.com/twincitiestrail>

Thank you again for your interest in helping us ensure that Fitchburg residents have full access to a safe recreational and transportation corridor for years to come. We look forward to meeting with you in the near future to explore this exciting possibility.

Sincerely,

**Larry Casassa**

Larry Casassa, Chair  
Twin Cities Rail Trail Association



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$250.00

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

**Articles of Organization**

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

**Identification Number:** 001380387

**ARTICLE I**

The exact name of the corporation is:

LOCAL ROOTS NE INC.

**ARTICLE II**

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

**ARTICLE III**

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	1,000	\$0.00	0

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

**ARTICLE IV**

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

**ARTICLE V**

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

**ARTICLE VI**

Other lawful provisions, and if there are no provisions, this article may be left blank.

**Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.**

#### ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

**Later Effective Date: Time:**

#### ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

**a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:**

Name: MICHAEL J STAITI  
No. and Street: 910 BOSTON POST ROAD EAST SUITE 310  
City or Town: MARLBOROUGH State: MA Zip: 01752 Country: USA

**c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	CATHERINE TRIFILO	910 BOSTON POST RD E STE 310 MARLBOROUGH, MA 01752 USA
TREASURER	MICHAEL J STAITI	910 BOSTON POST ROAD E STE 310 MARLBOROUGH, MA 01752 USA
SECRETARY	RICHARD OLSTEIN	910 BOSTON POST ROAD E STE 310 MARLBOROUGH, MA 01752 USA
VICE PRESIDENT	DEAN IANDOLI	910 BOSTON POST ROAD E STE 310 MARLBOROUGH, MA 01752 USA
DIRECTOR	MICHAEL J STAITI	910 BOSTON POST ROAD E STE 310 MARLBOROUGH, MA 01752 USA

**d. The fiscal year end (i.e., tax year) of the corporation:**  
December

**e. A brief description of the type of business in which the corporation intends to engage:**

TO PURSUE A LICENCE WITH THE CCC.

**f. The street address (*post office boxes are not acceptable*) of the principal office of the corporation:**

No. and Street: 910 BOSTON POST ROAD EAST STE 310  
City or Town: MARLBOROUGH State: MA Zip: 01752 Country: USA

**g. Street address where the records of the corporation required to be kept in the Commonwealth are located (*post office boxes are not acceptable*):**

No. and Street: 910 BOSTON POST ROAD EAST STE 310  
City or Town: MARLBOROUGH State: MA Zip: 01752 Country: USA

**which is**

☒ its principal office  
☐ an office of its secretary/assistant secretary  
☐ an office of its transfer agent  
☐ its registered office

**Signed this 24 Day of April, 2019 at 12:34:58 PM by the incorporator(s).** *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

MICHAEL J STAITI

THE COMMONWEALTH OF MASSACHUSETTS

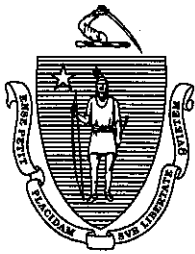
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

April 24, 2019 11:33 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02138*

William Francis Galvin  
Secretary of the  
Commonwealth

August 27, 2020

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

**LOCAL ROOTS NE INC.**

is a domestic corporation organized on **April 24, 2019**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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





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

mass.gov/dor

Letter ID: L1045853760  
Notice Date: August 28, 2020  
Case ID: 0-000-613-847



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LOCAL ROOTS NE INC  
910 BOSTON POST RD E STE 310  
MARLBOROUGH MA 01752-3762

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, LOCAL ROOTS NE INC 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, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



258853188

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

Local Roots NE  
910 BOSTON POST RD., STE#310  
MARLBOROUGH, MA 01752

EAN: 22172118  
September 02, 2020

Certificate Id:40735

The Department of Unemployment Assistance certifies that as of 9/2/2020 ,Local Roots NE is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

# BYLAWS OF LOCAL ROOTS NE, INC.

## ARTICLE I - BUSINESS AND PURPOSE

The Corporation is established to engage in any lawful business or enterprise. By way of example and without limitation the Corporation may engage in any lawful business.

In the performance of its business, the Corporation shall have all powers granted by the general Corporation laws of the state of Massachusetts. Specifically, and without limitation, the Corporation shall have the power to engage generally in any and all phases of the business of owning, holding, managing, controlling, acquiring, purchasing, disposing of, or otherwise dealing in or with any interest or rights in any real or personal property. The foregoing shall include but is not limited to the power to invest and trade in the securities markets including without limitation the right to buy, sell, trade, barter, or otherwise exchange, acquire, and dispose of stocks, bonds, commodities, futures, options, puts, calls (including naked puts and calls), or other vehicles of public or private companies, mutual funds, or other entities, whether such be for the Corporation's own account or on the account of a customer or client of the Corporation; where the Corporation engages in such activities on behalf of a client or customer, said transactions may be conducted through banking or brokerage accounts in the Corporation's own name or in the name of said client or customer. The business and purpose shall include the conducting and engaging in such activities as is necessary or useful in connection with the foregoing.

## ARTICLE II - OFFICES

The registered office of the Corporation shall be located in the city of Marlboro, in the State of Massachusetts. The Corporation may also maintain offices at such other places within or outside of the State of Massachusetts, as the Board of Directors may, from time to time, determine or deem necessary.

## ARTICLE III - MEETING OF SHAREHOLDERS

### **ANNUAL MEETINGS:**

The annual meeting of the shareholders of the Corporation shall be held in January of each year at such date, time, and location as shall be determined, from time to time, by the Directors.

### **SPECIAL MEETINGS:**

Special meetings of the shareholders may be called by the Board of Directors or President of the Corporation and shall be held at such date, time, and location as shall be determined, from time to time, by the Board of Directors or officer calling said meeting.

### **PLACE OF MEETINGS:**

Meetings of shareholders shall be held at the registered office of the Corporation, or at such other places, within or outside the State of Massachusetts as the Directors may from time to time fix. If no designation is made, the meeting shall be held at the Corporation's registered office in the State of Massachusetts.

### **NOTICE OF MEETINGS:**

Written or printed notice of each meeting of shareholders, whether annual or special, signed by the President, Vice President, or Secretary, stating the time when and place where it is to be held, as well as the purpose or purposes for which the meeting is called shall be served either personally, by mail or by electronic communication including, but not limited to, electronic mail by or at the direction of the President, the Secretary, or the officer or the person calling the meeting, not less than 2 nor more than 15 days before the date of the meeting, unless the lapse of the prescribed time shall have been waived before or after the taking of such action, upon each shareholder of record entitled to vote at such meeting, and to any other shareholder to whom the giving of notice may be required by law. If mailed, such notice shall be deemed to be given when deposited in the United States mail, addressed to the shareholder as it appears on the share transfer records of the Corporation or to the current address, which a shareholder has delivered to the Corporation in a written notice.

Further notice of an annual or special meeting to a shareholder is not required under the following circumstances

- when notice of two consecutive annual or special meetings, and all notices of meetings or of the taking of action by written consent without a meeting of the shareholder during the period between those two consecutive annual meetings; or
- all, and at least two payments sent by first-class mail of dividends or interest on securities during a 12-month period

have been mailed addressed to him or her at his or her address as shown on the records of the Corporation and have been returned undeliverable.

#### **QUORUM:**

Except as otherwise provided herein, or by law, or in the Articles of Incorporation (such Articles and any amendments thereof being hereinafter collectively referred to as the "Articles of Incorporation"), a quorum shall be present at all meetings of shareholders of the Corporation, if the holders of a majority of the shares entitled to vote on that matter are represented at the meeting in person or by proxy.

The subsequent withdrawal of any shareholder from the meeting, after the commencement of a meeting, or the refusal of any shareholder represented in person or by proxy to vote, shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

Despite the absence of a quorum at any meeting of shareholders, the shareholders present may adjourn the meeting.

#### **VOTING AND ACTING:**

Except as otherwise provided by law, the Articles of Incorporation, or these Bylaws, any corporate action, the affirmative vote of the majority of shares entitled to vote on that matter and represented either in person or by proxy at a meeting of shareholders at which a quorum is present, shall be the act of the shareholders of the Corporation.

Except as otherwise provided by statute, the Certificate of Incorporation, or these Bylaws, at each meeting of shareholders, each shareholder of the Corporation entitled to vote thereat, shall be entitled to one vote for each share registered in his/her name on the books of the Corporation.

Where appropriate communication facilities are reasonably available, any or all shareholders shall have the right to participate in any shareholders' meeting, by means of conference telephone or any means of communications by which all persons participating in the meeting are able to hear each other.

#### **PROXIES:**

Each shareholder entitled to vote or to express consent or dissent without a meeting, may do so either in person or by proxy, so long as such proxy is executed in writing by the shareholder himself, his/her authorized officer, director, employee, or agent, or by causing the signature of the stockholder to be affixed to the writing by any reasonable means, including, but not limited to, a facsimile signature, or by his/her attorney-in-fact annexed thereto and duly authorized in writing. Every proxy shall be revocable at will unless the proxy conspicuously states that it is irrevocable and the proxy is coupled with an interest. A telegram, telex, cablegram, or similar transmission by the shareholder, or a photographic, photo static, or facsimile, shall be treated as a valid proxy, and treated as a substitution of the original proxy, so long as such transmission is a complete reproduction executed by the shareholder. If it is determined that the telegram, cablegram or other electronic transmission is valid, the persons appointed by the Corporation to count the votes of shareholders and determine the validity of proxies and ballots or other persons making those determinations must specify the information upon which they relied. No proxy shall be valid after the expiration of six months from the date of its execution, unless otherwise provided in the proxy. Such instrument shall be exhibited to the Secretary at the meeting and shall be filed with the records of the Corporation. If any shareholder designates two or more persons to act as proxies, a majority of those persons present at the meeting, or, if one is present, then that one has and may exercise all of the powers conferred by the shareholder upon all of the persons so designated unless the shareholder provides otherwise.

#### **ACTION WITHOUT A MEETING:**

Unless otherwise provided for in the Articles of Incorporation, any action to be taken at any annual or special shareholders' meeting, may be taken without a meeting, without prior notice, and without a vote if written consents are signed by a majority of the shareholders of the Corporation, except, however, if a different proportion of voting power is required by law, the Articles of Incorporation, or these Bylaws, and that proportion of written consent that is required. Such written consents must be filed with the minutes of the proceedings of the shareholders of the Corporation. Any meeting required or authorized to be held by these articles may be conducted by means of a telephone conference, or similar method of communication by which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this/her section constitutes presence in person at the meeting.

### **ARTICLE IV - BOARD OF DIRECTORS**

#### **NUMBER, TERM, ELECTION AND QUALIFICATIONS:**

The Board of Directors or shareholders all have the power, in the interim between annual and special meetings of the shareholders, to increase or decrease the number of Directors of the Corporation. A Director need not be a shareholder of the Corporation unless the Certificate of Incorporation of the Corporation or these Bylaws so require.

Except as may otherwise be provided herein or in the Articles of Incorporation, the members of the Board of Directors of the Corporation shall be elected at the first annual shareholders' meeting and at each annual meeting thereafter, unless their terms are staggered in the Articles of Incorporation of the Corporation or these Bylaws, by a plurality of the votes cast at a meeting of shareholders, by the holders of shares entitled to vote in the election.

The first Board of Directors shall hold office until the first annual meeting of shareholders and until their successors have been duly elected and qualified or until there is a decrease in the number of Directors. Thereafter, Directors will be elected at the annual meeting of shareholders and shall hold office until the annual meeting of the shareholders next succeeding his/her election, unless their terms are staggered in the Articles of Incorporation of the Corporation (so long as at least one-fourth (¼) in number of the Directors of the Corporation are elected at each annual shareholders' meeting) or these

Bylaws, or until his/her prior death, resignation or removal. Any Director may resign at any time upon written notice of such resignation to the Corporation.

All Directors of the Corporation shall have equal voting power unless the Articles of Incorporation of the Corporation provide that the voting power of individual Directors or classes of Directors are greater than or less than that of any other individual Directors or classes of Directors, and the different voting powers may be stated in the Articles of Incorporation or may be dependent upon any fact or event that may be ascertained outside the Articles of Incorporation if the manner in which the fact or event may operate on those voting powers is stated in the Articles of Incorporation. If the Articles of Incorporation provide that any Directors have voting power greater than or less than other Directors of the Corporation, every reference in these Bylaws to a majority or other proportion of Directors shall be deemed to refer to majority or other proportion of the voting power of all the Directors or classes of Directors, as may be required by the Articles of Incorporation.

#### **DUTIES AND POWERS:**

The Board of Directors shall be responsible for the control and management of the business and affairs, property, and interests of the Corporation, and may exercise all powers of the Corporation, except such as those stated under Massachusetts state law, in the Articles of Incorporation or by these Bylaws expressly conferred upon or reserved to the shareholders or any other person or persons named therein. The board shall be responsible for making all major and significant legal, tax, and financial decisions including, but not limited, to the following:

- Opening bank and brokerage accounts and establishing lines of credit, margin accounts, and other borrowing authority;
- Establishing written employment agreements and contractor agreements for a duration in excess of Two year(s), or where the amount to be paid hereunder exceeds \$10,000.00 or where any portion of the compensation is based in any manner upon the Corporation's profitability or financial performance;
- Amendments to the Articles of Incorporation or Bylaws;
- Shareholder agreement, voting trusts, or proxies to which the Corporation is a party;
- Tax elections, including but not limited to the election for Internal Revenue Code (IRC) subchapter S §475, or otherwise;
- The purchase or sale of a business or significant interest therein;
- The purchase, sale, lease, or donation of property (real or personal, tangible or intangible) used in the operation of the business, including but not limited to office buildings/space, computer systems, vehicles, patents, trademarks, or copyrights;
- Reorganizations, mergers, and acquisitions;
- Loans, refinancing, and issuance of bonds;
- Declaration of dividends; stock splits; stock issuance; redemption or retirement of corporate shares;
- Liquidation or dissolution of the Corporation;

- The establishment, termination, increase, or decrease in employee benefit plans including but not limited to pension and profit sharing plans; life, health medical, and dental insurance plans; child care plans; educational plans; or others;
- The initiation, defense, settlement, compromise, or termination of lawsuits and claims;
- Indemnification of Directors, Officers, or others;
- Change of Registered Agent or Registered Office;
- Filling vacancies on the Board of Directors or Officers;
- Establishing and terminating committees; appointing and removing members from committees;
- Salary and compensation matters pertaining to corporate officers; Ratification of prior corporate acts by Directors and Officers.

#### **REGULAR MEETINGS; NOTICE:**

A regular meeting of the Board of Directors shall be held either within or outside the State of Massachusetts at such time and at such place as the Board shall fix.

No notice shall be required of any regular meeting of the Board of Directors and, if given, need not specify the purpose of the meeting; provided, however, that in case the Board of Directors shall fix or change the time or place of any regular meeting when such time and place was fixed before such change, notice of such action shall be given to each director who shall not have been present at the meeting at which such action was taken within the time limited, and in the manner set forth in these Bylaws with respect to special meetings, unless such notice shall be waived in the manner set forth in these Bylaws.

#### **SPECIAL MEETINGS; NOTICE:**

Special meetings of the Board of Directors shall be held at such time and place as may be specified in the respective notices or waivers of notice thereof.

Except as otherwise required by statute, written notice of special meetings shall be mailed directly to each Director, addressed to him at his/her residence or usual place of business, or delivered orally, with sufficient time for the convenient assembly of Directors thereat, or shall be sent to him at such place by telegram, facsimile or email, or shall be delivered to him personally not later than the day before the day on which the meeting is to be held. If mailed, the notice of any special meeting shall be deemed to be delivered on the second day after it is deposited in the United States mail, so addressed, with postage prepaid. If notice is given by telegram, it shall be deemed to be delivered when the telegram is delivered to the telegraph company. A notice, or waiver of notice, except as required by these Bylaws, need not specify the business to be transacted at or the purpose or purposes of the meeting.

Notice of any special meeting shall not be required to be given to any Director who shall attend such meeting without protesting prior thereto or at its commencement, the lack of notice to him, or who submits a signed waiver of notice, whether before or after the meeting. Notice of any adjourned meeting shall not be required to be given.

#### **CHAIRPERSON:**

The Chairperson of the Board, if any and if present, shall preside at all meetings of the Board of Directors. If there shall be no Chairperson, or he or she shall be absent, then the President shall preside, and in his/her absence, any other director chosen by the Board of Directors shall preside.

#### **QUORUM AND ADJOURNMENTS:**

At all meetings of the Board of Directors, or any committee thereof, the presence of a majority of the entire Board, or such committee thereof, shall constitute a quorum for the transaction of business, except as otherwise provided by law, by the Certificate of Incorporation, or these Bylaws.

A majority of the directors present at the time and place of any regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice, whether or not a quorum exists. Notice of such adjourned meeting shall be given to Directors not present at time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors who were present at the adjourned meeting.

#### **MANNER OF ACTING:**

At all meetings of the Board of Directors, each director present shall have one vote, irrespective of the number of shares of stock, if any, which he or she may hold.

Except as otherwise provided by law, by the Articles of Incorporation, or these Bylaws, action approved by a majority of the votes of the Directors present at any meeting of the Board or any committee thereof, at which a quorum is present shall be the act of the Board of Directors or any committee thereof.

Any action authorized in writing made prior or subsequent to such action, by all of the Directors entitled to vote thereon and filed with the minutes of the Corporation, shall be the act of the Board of Directors, or any committee thereof, and have the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board or committee for all purposes.

Where appropriate communications facilities are reasonably available, any or all directors shall have the right to participate in any Board of Directors meeting, or a committee of the Board of Directors meeting, by means of conference telephone or any means of communications by which all persons participating in the meeting are able to hear each other.

#### **VACANCIES:**

Unless otherwise provided for by the Articles of Incorporation of the Corporation, any vacancy in the Board of Directors occurring by reason of an increase in the number of directors or by reason of the death, resignation, disqualification, removal, or inability to act of any director, or other cause, shall be filled by an affirmative vote of a majority of the remaining directors, though less than a quorum of the Board or by a sole remaining Director, at any regular meeting or special meeting of the Board of Directors called for that purpose, except whenever the shareholders of any class or classes or series thereof are entitled to elect one or more Directors by the Certificate of Incorporation of the Corporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the Directors elected by such class or classes or series thereof then in office, or by a sole remaining Director so elected.

Unless otherwise provided for by law, the Articles of Incorporation or these Bylaws, when one or more Directors shall resign from the board and such resignation is effective at a future date, a majority of the directors then in office, including those who have so resigned, shall have the power to fill such vacancy or vacancies, the vote otherwise to take effect when such resignation or resignations shall become effective.



**RESIGNATION:**

A Director may resign at any time by giving written notice of such resignation to the Corporation.

**REMOVAL:**

Unless otherwise provided for by the Articles of Incorporation, one or more or all the Directors of the Corporation may be removed with or without cause at any time by a vote of two-thirds of the shareholders entitled to vote thereon, at a special meeting of the shareholders called for that purpose, unless the Articles of Incorporation provide that Directors may only be removed for cause, provided however, such Director shall not be removed if the Corporation states in its Articles of Incorporation that its Directors shall be elected by cumulative voting and there are a sufficient number of shares cast against his/her or her removal, which if cumulatively voted at an election of Directors would be sufficient to elect him or her. If a Director was elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove that Director.

**COMPENSATION:**

The Board of Directors may authorize and establish reasonable compensation of the Directors for services to the Corporation as Directors, including, but not limited to, attendance at any annual or special meeting of the Board.

**COMMITTEES:**

Unless otherwise provided for by the Articles of Incorporation of the Corporation, the Board of Directors may from time to time designate from among its members one or more committees, and alternate members thereof, as they deem desirable, each consisting of one or more members, with such powers and authority (to the extent permitted by law and these Bylaws) as may be provided in such resolution. Unless the Articles of Incorporation or Bylaws state otherwise, the Board of Directors may appoint natural persons who are not Directors to serve on such committees authorized herein. Each such committee shall serve at the pleasure of the Board and, unless otherwise stated by law, the Certificate of Incorporation of the Corporation or these Bylaws, shall be governed by the rules and regulations stated herein regarding the Board of Directors. Any meeting required or authorized to be held by this/her article may be conducted by means of a telephone conference, or similar method of communication by which all persons participating in this/her meeting can hear each other. Participation in a meeting pursuant to this/her section constitutes presence in person at the meeting.

## ARTICLE V - OFFICERS

**NUMBER, QUALIFICATIONS, ELECTION AND TERM OF OFFICE:**

The Corporation's officers shall have such titles and duties as shall be stated in these Bylaws or in a resolution of the Board of Directors which is not inconsistent with these Bylaws. The officers of the Corporation shall consist of a president, secretary, and treasurer, and also may have one or more vice presidents, assistant secretaries, and assistant treasurers, and such other officers as the Board of Directors may from time to time deem advisable. Any officer may hold two or more offices in the Corporation.

The officers of the Corporation shall be elected by the Board of Directors at the regular annual meeting of the Board following the annual meeting of shareholders.

Each officer shall hold office until the annual meeting of the Board of Directors next succeeding his/her election, and until his/her successor shall have been duly elected and qualified, subject to earlier termination by his/her or her death, resignation or removal.

**DESIGNATION OF OFFICERS:**

***Chairman of the Board*** – The Chairman of the Board shall preside at the meetings of the stockholders and the Board of Directors, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

***President*** – The President shall be the chief executive officer of the Corporation and shall have active management of the business of the Corporation. He or she shall execute on behalf of the Corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the Corporation.

***Secretary*** – The Secretary shall act under the direction of the President and shall have custody of and maintain all corporate records except the financial records. He or she shall authenticate all non-financial records and documents of the Corporation. Subject to the direction of the President he or she shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He or she shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all annual and special meetings of the stockholders and Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

***Treasurer*** – The Treasurer shall act under the direction of the President. Subject to the direction of the President, he or she shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation. He or she shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the President of the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his/her transactions as the Treasurer and of the financial condition of the Corporation

#### **RESIGNATION:**

Any officer may resign at any time by giving written notice of such resignation to the Corporation.

#### **REMOVAL:**

Any officer elected by the Board of Directors may be removed, either with or without cause, and a successor elected by the Board at any time, and any officer or assistant officer, if appointed by another officer, may likewise be removed by such officer.

#### **VACANCIES:**

A vacancy, however caused, occurring in the Board and any newly created Directorships resulting from an increase in the authorized number of Directors may be filled by the Board of Directors.

#### **BONDS:**

The Corporation may require any or all of its officers or Agents to post a bond, or otherwise, to the Corporation for the faithful performance of their positions or duties.

#### **COMPENSATION:**

The compensation of the officers of the Corporation shall be fixed from time to time by the Board of Directors. Any meeting required or authorized to be held by this article may be conducted by means of a telephone conference or similar method of communication by which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

## **ARTICLES VI - BOOKS AND RECORDS**

**BOOKS AND RECORDS:**

The Corporation shall keep as permanent records the minutes of all meetings of its shareholders and Board of Directors; a record of all actions taken by the shareholders or Board of Directors without a meeting; and, a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the above named Corporation. The Corporation shall also continuously maintain accurate accounting records. Furthermore, the Corporation shall maintain the following:

- A record of its shareholders in a form that permits preparation of a list of the names and addresses of all shareholders in alphabetical order by class of shares showing the number and series of shares held by each;
- The Corporation's Articles or Restated Articles of Incorporation and all amendments thereto currently in effect;
- The Corporation's Bylaws or Restated Bylaws and all amendments thereto currently in effect;
- Resolutions adopted by the Board of Directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations if shares issued pursuant to those resolutions are outstanding;
- The minutes of all shareholders' meetings and records of all actions taken by shareholders without a meeting, including the financial statements furnished to shareholders as may be required under Massachusetts law;
- A list of the names and business street addresses of the Corporation's current directors and officers; and
- A copy of the above named Corporation's most recent annual report delivered to the Department of State for the Corporation's State of Incorporation.

Any books, records and minutes may be in written form or in any other form capable of being converted into written form.

**SHAREHOLDER'S INSPECTION RIGHTS:**

A shareholder of the Corporation (including a beneficial owner whose shares are held in a voting trust or a nominee on behalf of a beneficial owner) may inspect and copy, during regular business hours at the Corporation's principal office, any of the corporate records required to be kept pursuant to these Bylaws, or the Articles of Incorporation, or as may be required by law, if said shareholder gives the above named Corporation written notice of such demand at least 5 business days before the date on which the shareholder wishes to inspect and copy. The foregoing right of inspection is subject, however, to such other restrictions as are applicable under Massachusetts Law, including, but not limited to, the inspection of certain records being permitted only if the demand for inspection is made in good faith and for a proper purpose (as well as the shareholder describing with reasonable particularity the purpose and records desired to be inspected and such records are directly connected with the purpose). Notice as required herein shall be directed to the Secretary of the Corporation.

**FINANCIAL INFORMATION:**

Unless modified by resolution of the shareholders within 30 days of the close of each fiscal year, the Corporation shall furnish the shareholders annual financial statements required by state and federal law which may be consolidated or combined statements of the Corporation and one or more of its subsidiaries as appropriate. This includes a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of cash flows for that year. If financial statements are

prepared on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis. If the annual financial statements are reported on by a public accountant, said accountant's report shall accompany said statements. If said annual financial statements are not reported on by a public accountant, then the statements shall be accompanied by a statement of the president or other person responsible for the above named Corporation's accounting records (i) stating his/her reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and if not, describing the basis of preparation; and (ii) describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year. The annual financial statements shall be mailed to each shareholder of the above named Corporation within 60 days after the close of each fiscal year or within such additional time as is reasonably necessary to enable the above named Corporation to prepare same.

#### **OTHER REPORTS TO SHAREHOLDERS:**

The Corporation shall report any indemnification or advanced expenses to any director, officer, employee, or agent (for indemnification relating to litigation or threatened litigation) in writing to the shareholders with or before the notice of the next shareholders' meeting, or prior to such meeting if the indemnification or advance occurs after the giving of such notice but prior to the time such meeting is held. Said report shall include a statement specifying the persons paid, the amounts paid, and the nature and status (at the time of such payment) of the litigation or threatened litigation.

Additionally, if the Corporation issues or authorizes the issuance of shares for promises to render services in the future, the above named Corporation shall report in writing to the shareholders the number of shares authorized or issued and the consideration received by the Corporation, with or before the notice of the next shareholders' meeting.

## **ARTICLE VII - SHARES OF STOCK**

#### **CERTIFICATE OF STOCK:**

The shares of the Corporation shall be represented by certificates or shall be uncertificated shares.

Certificated shares of the Corporation shall be signed, (either manually or by facsimile), by officers or agents designated by the Corporation for such purposes, and shall certify the number of shares owned by him in the Corporation. Whenever any certificate is countersigned or otherwise authenticated by a transfer agent or transfer clerk, and by a registrar, then a facsimile of the signatures of the officers or agents, the transfer agent or transfer clerk or the registrar of the Corporation may be printed or lithographed upon the certificate in lieu of the actual signatures. If the Corporation uses facsimile signatures of its officers and agents on its stock certificates, it cannot act as registrar of its own stock, but its transfer agent and registrar may be identical if the institution acting in those dual capacities countersigns or otherwise authenticates any stock certificates in both capacities. If any officer who has signed or whose facsimile signature has been placed upon such certificate, shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the date of its issue.

If the Corporation issues uncertificated shares as provided for in these Bylaws, within a reasonable time after the issuance or transfer of such uncertificated shares, and at least annually thereafter, the Corporation shall send the shareholder a written statement certifying the number of shares owned by such shareholder in the Corporation.

Except as otherwise provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

**LOST OR DESTROYED CERTIFICATES:**

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen, or destroyed if the owner:

- so requests before the Corporation has notice that the shares have been acquired by a bona fide purchaser,
- files with the Corporation a sufficient indemnity bond; and
- satisfies such other requirements, including evidence of such loss, theft, or destruction, as may be imposed by the Corporation.

**TRANSFERS OF SHARES:**

Transfers or registration of transfers of shares of the Corporation shall be made on the stock transfer books of the Corporation by the registered holder thereof, or by his/her attorney duly authorized by a written power of attorney; and in the case of shares represented by certificates, only after the surrender to the Corporation of the certificates representing such shares with such shares properly endorsed, with such evidence of the authenticity of such endorsement, transfer, authorization and other matters as the Corporation may reasonably require, and the payment of all stock transfer taxes due thereon.

The Corporation shall be entitled to treat the holder of record of any share or shares as the absolute owner thereof for all purposes and, accordingly, shall not be bound to recognize any legal, equitable, or other claim to, or interest in, such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by law.

**RECORD DATE:**

The Board of Directors may fix, in advance, which shall not be more than sixty days before the meeting or action requiring a determination of shareholders, as the record date for the determination of shareholders entitled to receive notice of, or to vote at, any meeting of shareholders, or to consent to any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividends, or allotment of any rights, or for the purpose of any other action. If no record date is fixed, the record date for shareholders entitled to notice of meeting shall be at the close of business on the day preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held, or if notice is waived, at the close of business on the day before the day on which the meeting is held.

The Board of Directors may fix a record date, which shall not precede the date upon which the resolution fixing the record date is adopted for shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights of shareholders entitled to exercise any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action.

A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date for the adjourned meeting.

**FRACTIONS OF SHARES/SCRIP:**

The Board of Directors may authorize the issuance of certificates or payment of money for fractions of a share, either represented by a certificate or uncertificated, which shall entitle the holder to

exercise voting rights, receive dividends and participate in any assets of the Corporation in the event of liquidation, in proportion to the fractional holdings; or it may authorize the payment in case of the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined; or it may authorize the issuance, subject to such conditions as may be permitted by law, of scrip in registered or bearer form over the manual or facsimile signature of an officer or agent of the Corporation, or its agent for that purpose, exchangeable as therein provided for full shares, but such scrip shall not entitle the holder to any rights of shareholder, except as therein provided. The scrip may contain any provisions or conditions that the Corporation deems advisable. If a scrip ceases to be exchangeable for full share certificates, the shares that would otherwise have been issue-able as provided on the scrip are deemed to be treasury shares unless the scrip contains other provisions for their disposition.

## ARTICLE VIII - DIVIDENDS

Dividends may be declared and paid out of any funds available therefore, as often, in such amounts, and at such time or times as the Board of Directors may determine, and shares may be issued pro rata and without consideration to the Corporation's shareholders or to the shareholders of one or more classes or series.

Shares of one class or series may not be issued as a share dividend to shareholders of another class or series unless:

- so authorized by the Articles of Incorporation;
- a majority of the shareholders of the class or series to be issued approve the issue; or
- there are no outstanding shares of the class or series of shares that are authorized to be issued.

## ARTICLE IX - INDEMNIFICATION

### **RIGHT OF INDEMNIFICATION:**

Every person who was or is a party to, or is threatened to be made a party to, or is involved in any action, hearing or suit, of any kind whether civil, administrative or criminal, by reason of the fact that he/she or a person of whom he/she is the legal representative is or was a director or officer of the Corporation or is or was serving at the request of the Corporation or for its benefit as a director or officer of another Corporation, or as a representative in an enterprise of any kind, shall be indemnified and held harmless to the fullest extent legally permissible under the General Corporation Law of the State of Massachusetts. This indemnification shall include all expenses, liability, and loss (including attorneys' fees, judgments, fines, and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of Officers and Directors incurred in defending a civil or criminal action, suit, or proceeding must be paid by the Corporation as they are incurred and in advance of the final disposition of the action, suit, or proceeding upon receipt of an undertaking by or on behalf of the Director or Officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the Corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such Directors, Officers, or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any Bylaw, agreement, vote of stockholders, provisions of law, or otherwise, as well as their rights under this Article.

### **INSURANCE FOR INDEMNIFICATION:**

The Board of Directors may direct the Corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Corporation. Or on behalf of any person who is

or was serving at the request of the Corporation as a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another Corporation, or as its representative in a partnership, joint venture, trust, or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Corporation would have the power to indemnify such person.

**AMENDMENT:**

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the General Corporation Law of the State of Massachusetts.

## ARTICLE X - FISCAL YEAR

The fiscal year of the Corporation will end on December 31. Notwithstanding, the foregoing, the fiscal year shall be subject to change by the Board of Directors from time to time, subject to applicable law.

## ARTICLE XI - CORPORATE SEAL

The corporate seal, if any, shall be in such form as shall be prescribed and altered, from time to time, by the Board of Directors. The use of a seal or stamp by the Corporation on corporate documents is not necessary and the lack thereof shall not in any way affect the legality of a corporate document.

## ARTICLE XII - AMENDMENTS

**BY SHAREHOLDERS:**

All Bylaws of the Corporation shall be subject to alteration or repeal, and new Bylaws may be made, by a majority vote of the shareholders at the time entitled to vote in the election of Directors even though these Bylaws may also be altered, amended, or repealed by the Board of Directors.

**BY DIRECTORS:**

The Board of Directors shall have power to make, adopt, alter, amend, and repeal, from time to time, Bylaws of the Corporation.

## ARTICLE XIII - WAIVER OF NOTICE

Whenever any notice is required to be given by law, the Articles of Incorporation or these Bylaws, a written waiver signed by the person or persons entitled to such notice, whether before or after the meeting by any person, shall constitute a waiver of notice of such meeting.

## ARTICLE XIV - INTERESTED DIRECTORS AND OFFICERS

No contract or transaction shall be void or voidable if such contract or transaction is between the Corporation and one or more of its Directors or Officers, or between the Corporation and any other Corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers, or have a financial interest, when such Director or Officer is present at or participates in the meeting of the Board, or the committee of the shareholders which authorizes the contract or transaction, or his/her, her, or their votes are counted for such purpose, if:

- the material facts as to his/her, her, or their relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee and are noted in the minutes of such meeting, and the Board or committee in good faith authorizes the

contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

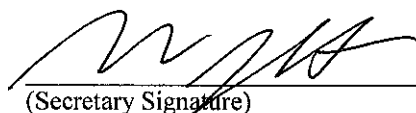
- the material facts as to his/her, her or their relationship or relationships or interest or interests and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or
- the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee of the shareholders; or
- the fact of the common directorship, office, or financial interest is not disclosed or known to the Director or Officer at the time the transaction is brought before the Board of Directors of the Corporation for such action.

Such interested Directors may be counted when determining the presence of a quorum at the Board of Directors' or committee meeting authorizing the contract or transaction.

## ARTICLE XV - ANNUAL LIST OF OFFICERS, DIRECTORS AND REGISTERED AGENT

The Corporation shall, within sixty days after the filing of its Articles of Incorporation with the Secretary of State, and annually thereafter on or before the last day of the month in which the anniversary date of incorporation occurs each year, file with the Secretary of State a list of its President, Secretary, and Treasurer, and all of its Directors, along with the post office box or street address, either residence or business, and a designation of its registered agent in the state of Massachusetts. Such list shall be certified by an officer of the Corporation.

APPROVED AND ADOPTED on JUNE 1, 2019



(Secretary Signature)

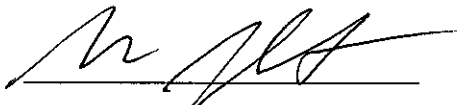
Michael J. Shih, CFO  
Secretary & Treasurer



ADDENDUM A  
Shareholder Schedule

NAME	CAPITAL CONTRIBUTIONS	PERCENTAGE INTEREST
<u>Class A - Voting</u>		
Michael J. Staiti	\$1	16.25%
Richard Olstein	\$1	16.25%
Catherine Trifilo	\$1	16.25%
Dean Iandoli	\$1	16.25%
Anthony Brach	\$1	5.00%
<u>Class B - Non-Voting</u>		
CPC Equity, LLC	\$1,000	30.00%

Approved and Updated June 1, 2019:



Michael J. Staiti

# Caregiver Patient Connection LLC

## Local Roots NE

## Business Plan

### Executive Summary

Local Roots NE Inc. is a Massachusetts LLC corporation applying to the Cannabis Control Commission for licensing as a Marijuana Establishment-Retailer at 910 Boston Post Rd., Ste 100, Marlboro, MA. LR has received an executed Host Community Agreement from the City of Marlboro and held its' Community Outreach Meeting on July 30, 2020.

LR's founding members also are the managing partners of Caregiver-Patient Connection (CPC) which hold the following licenses:

MC281254-Tier II Cultivation Outdoors (Operational), MC282237-Tier II Cultivation Indoors (Operational), MR282131-AU Retail (Operational), MP281301-Marijuana Product Manufacturer (Provisional), MC282206-Tier III Cultivation(Provisional), MC283231-AU Retail (Application Deemed Complete)

LR and CPC will work jointly in order to create seed to sale control of its' products.

### Keys to Success

LR/CPC has identified three keys that will be instrumental in its success:

- The implementation of strict financial and operational controls resulting in maximum production efficiency and product quality;
- The acquisition and cultivation of proprietary strains with targeted phenotypes designed to maximize product quality; and,
- The recognition and implementation of the philosophy that 100% customer satisfaction is required to ensure a profitable business.

### Market

LR/CPC intends to operate as a fully integrated cannabis company with cultivation in Barre and Framingham, AU dispensaries in Fitchburg, MA, Sturbridge, MA and Marlboro, MA and extraction/manufacturing in Framingham. It's primary retail market will be central Massachusetts from the New Hampshire border to the Connecticut Border.

- Cultivation will be used to supply our stores and to wholesale to select dispensaries that emphasize quality and are willing to pay a premium for that quality.
- LR/CPC intends to use the Framingham location for additional cultivation, extraction and manufacturing of oils, tinctures and edibles. Product from this location will be marketed to dispensaries across the entire state.

## **Management Team**

CPC/LR was started by Dean landoli and Catherine Trifilo in 2016. Richard Olstein and Michael Staiti joined the company as owners in November, 2018. landoli brings a wealth of entrepreneurial and management skills to the company. After graduating from Boston College, landoli acquired, repositioned, developed and sold a 400 site campground in Barre, MA. He followed this success with developing three commercial scale solar farms in Barre along with Staiti which they currently own and manage. With this background, landoli will be responsible for the day to day operations of the company.

Catherine is a licensed Massachusetts attorney with extensive experience in real estate and contract law. She will oversee regulatory compliance, lease negotiation and wholesale contracts.

Staiti also brings an extensive business background to the team. Staiti has 25 years' experience in starting and operating businesses. He currently is manager/member in 21 operating companies/LLCs in real estate development, construction, commercial solar, property management and banking. Utilizing his CPA and MBA along with his construction background, Staiti will oversee development of the cultivation facility and dispensaries. Staiti will also serve as CFO of the company.

Richard Olstein has over twenty five years' experience in the construction and real estate development industry. He is also owner of the Tripp Street facility along with other family members and will assist with permitting and construction of the different facilities.

Anthony Brach the COO and Director of Cultivation for LR/CPC.

## **Financial Plan**

CPC/LR has capital commitments for \$9 million. Our current budgets show capital needs of \$9 million for the licensing costs to date, site development, grow facility construction, buildout of three dispensaries and six months of operating costs. .

CPC/LR anticipates to generate \$8 million in revenues in year one growing to \$15 million in year two and \$25 million in year three. Framingham is expected to generate approximately \$9 million while Barre will generate \$3 million at the wholesale level.

**Fitchburg Dispensary:**

CPC d.b.a. Local Roots has an operational AU dispensary at 371 Lunenburg St.. It is the first retail dispensary in the City. It opened on May 26, 2020.

**Framingham Cultivation and Manufacturing:**

CPC has two properties under control at 61C and 60 Tripp Street, Framingham. These buildings are 23,000 and 3,500 SF respectively and are part of a larger industrial complex owned by the principals of CPC. The property is located in the 'M' zoning district which allows for our intended use with a Minor Site Plan approval from the Planning Board. CPC met with the Framingham Marijuana Application Team and was approved for both cultivation and manufacturing HCA's with the city in March. Plans for the cultivation facility at 61C Tripp Street are in process and CPC has submitted them to the police department for security plan approval as well as to the city. Once fully built out we anticipate employing 25-30 employees and generating \$10 million in revenues from the Framingham locations.

**Framingham Timeline:**

Host Community Agreement	July, 2019
Community Outreach Meeting	January, 2019
Minor Site Plan Approval	Granted February, 2019
CCC Approval-PCR	January, 2020
Construction	July 2020
Commence Operations	February 2021

## **Local Roots NE Inc**

### **Plan for Obtaining Liability Insurance**

Local Roots NE shall maintain insurance compliant with the below through its' current carrier:

Liability Insurance Coverage or Maintenance of Escrow.

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

(b) A Marijuana Establishment that documents an inability to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) may place in escrow a sum of no less than \$250,000 or such other amount approved by the Commission, to be expended for coverage of liabilities.

(c) The escrow account required pursuant to 935 CMR 500.105(10)(b) must be replenished within ten business days of any expenditure.

(d) Reports documenting compliance with 935 CMR 500.105(10) shall be made in a manner and form determined by the Commission pursuant to 935 CMR 500.000.



## **Local Roots-Policies Restricting Access to age 21 and older**

Local Roots will restrict access to its' facilities to persons of the age of 21 or older and in accordance with the following:

All Marijuana Establishment (ME) Agents will be 21 years of age and older and in compliance with all registration requirements of 935CMR500.030.

Local Roots marijuana establishment agents will complete all ME Agent training in accordance with 935CMR500.105(2).

Local Roots will comply with all advertising, marketing and branding activities prohibited practices defined by 935CMR500.105(4)(b)(1-20).

In accordance with 935CMR500.140(2)(a) upon entry into the premises of a marijuana retailer by an individual, a ME agent shall immediately inspect the individual's proof of identification and determine the individuals age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification.

In accordance with 935CMR500.140(2)(b), at the point of sale, the Local Roots establishment agent will inspect the individual's proof of identification to determine the individual's age.



## **Local Roots-Quality Control and Testing**

The Local Roots(LR) operating procedures for quality control, sampling and testing requirements will be in accordance with 935CMR500.160(1-12) and shall include the following:

In compliance with 935CMR500.105(10):

- No marijuana product will be sold, or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory (ITL), except as allowed under 935CMR500.000. CPC products will be deemed in compliance with 935CMR500.160.

Marijuana will be tested for cannabinoid profile which will include the percentage by dried weight of (THC), (CBD), (THCa) and (CBDa), as well as for contaminants including, but not limited to mold, mildew, heavy metals, plant growth regulators and the presence of pesticides not in compliance with 935CMR500.120(5) as well as any additional testing required by the Commission.

Testing of environmental media will be performed in compliance with 935CMR500.160(1). Test results will be maintained by LR for one year. Clones are subject to testing provisions, but are exempt from the testing of metals.

In accordance with 935CMR500.120(9), LR shall use best practices consistent with state and local law including, but not limited to the Commission's Guidance on Integrated Pest Management.

LR will have written policies and procedures for responding to laboratory results that indicate contaminant levels above the acceptable limit established in 935 CMR 500.160(1). LR's policies will be in accordance with 935CMR500.160(3)(a-c) which require that it notify the Commission within 72 hours of any lab result indicating that the contamination cannot be remedied and policies for disposing of the production batch. The notification will be from both the ITL and LR, separately and directly. LR will describe a proposed plan to the Commission for both the destruction of the contaminated product and assessment of the source of contamination.

LR will maintain test results for no less than one year.

The sale of seeds is not subject to the testing procedures.



Transportation to and from Independent Testing Laboratories will be in compliance with 935CMR500.105(13).

Storage of marijuana at the laboratory will comply with 935CMR500.105(11).

Excess marijuana will be disposed in compliance with 935CMR500.105(12) either by the Testing Laboratory returning the excess marijuana to LR for disposal, or by the Laboratory disposing of it directly.

Plans for quality control will include product testing for contaminants in compliance with 935CMR500.160(1)

LR will utilize cultivation and storage practices and procedures to limit contamination including mold, fungus, bacterial disease, rot, pests, and the use of pesticides not in compliance with 935CMR500.120(5).

LR Agents will handle marijuana safely and in a sanitary way which will be in compliance with 935CMR500.105(3) and include the following:

- LR will process marijuana in a safe and sanitary manner.
- LR will process the leaves and flowers of the marijuana plant only, which shall be: Well cured and generally free of seeds and stems; Free of dirt, sand, debris, and other foreign matter; Free of contamination by mold, rot, other fungus, and bacterial diseases; Prepared and handled on food-grade stainless steel tables; and Packaged in a secure area.
- Any LR marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, will be subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;
- LR establishment agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:
  - Maintaining adequate personal cleanliness
  - 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.

- Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature
- Sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations
- Litter and waste shall be properly removed, 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 shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair
- There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned
- Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition
- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products
- LR's water supply shall be sufficient for necessary operations
- Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the CPC Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines
- LR shall provide its employees with adequate, readily accessible toilet facilities that are



maintained in a sanitary condition and in good repair

- Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers
- All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).



## **Local Roots-Personnel Policies Including Background Checks**

In compliance with 935CMR500.101(1)(c)(8)(g), Local Roots will maintain written personnel and background check policies and procedures including, but not limited to:

Background check reports in accordance with 935CMR500.030(1-8) for all board members, directors, employees, executives, managers and volunteers associated with the Marijuana Establishment.

Local Roots will require that all CPC/Local Roots agents:

- a. Be 21 years of age or older;
- b. Have not been convicted of an 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; and
- c. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

An application for registration of a marijuana establishment agent will include:

- a. The full name, date of birth, and address of the individual;
- b. All aliases used previously or currently in use by the individual, including maiden name, if any;
- c. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- d. Attestation that the individual will not engage in the diversion of marijuana products
- e. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;



Background information will include, as applicable

- a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for any felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of no lo contendere, or admission of sufficient facts.
- b. A description and the relevant dates of any civil, or administrative action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional, occupational or fraudulent practices.
- c. A description of any relevant dates of any past, or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of registration or license, for any type of business or profession by any state, federal or local government or any foreign jurisdiction.
- d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant.

All Local Roots-ME executives registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom LR seeks a ME agent registration which will be obtained within 30 days prior to submission.

A Marijuana Establishment shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

A registration card shall be valid for one year from the date of issue, and may be renewed on an



annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a marijuana establishment agent, a Marijuana Establishment is responsible for notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

A marijuana establishment agent shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

Local Roots will maintain a staffing plan that demonstrates accessible business hours and safe cultivation conditions.

Local Roots will maintain a personnel record for each ME agent for at least 12 months and shall include:

- All materials submitted to the CCC pursuant to 935CMR500.030(2)
- Documentation of verification of references.
- Job descriptions that include duties, authority, responsibilities, qualifications and supervision.
- Documentation of all training, including training in privacy and confidentiality, and signed statements of the individual indicating the time, date, place he or she received said training and the topics discussed, including the name and title of the presenters.
- Documentation of periodic performance evaluations
- Record(s) of any disciplinary actions taken.

On or after July 1, 2019, all current owners, managers and employees of Local Roots that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal



of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor” in accordance with 935CMR500.105(2)

All LR registered agents will handle marijuana in compliance with 935CMR500.105(3)(b)(1-2)

All personnel records will be kept for at least two years at the expense of the LR and in a form and location acceptable to the Commission.

Local Roots, as part of its’ workplace policies will maintain an alcohol, smoke, drug-free workplace in accordance with 935 CMR 500.105(1)(j).

In accordance with 935CMR500.105(1)(k) LR will maintain a plan describing how confidential information will be maintained.

935CMR500.105(1)(m) CPC/Local Roots policies will call for the immediate dismissal of any marijuana establishment agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.



## **Local Roots-Record Keeping Procedures**

The Caregiver-Patient Connection Local Roots will maintain records in accordance with 935CMR500.105 and 935CMR500.105(9) and will include the following:

Written operating procedures as required by 935CMR500.105(1)

Inventory records as required by 935CMR500.105(8) which will include:

- Record of all inventories taken which 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.

Seed to sale tracking records as required by 935CMR500.105(8)(e)

Personnel records as required by 935CMR500.105(9)(d) that will be maintained for at least 12 months, which will include:

- 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;
- Responsible Vendor Training records in compliance with 935CMR500.105(2)(b)(5).

Business records in compliance with 935CMR500.105(9)(e) which will include:

- Assets and liabilities
- Monetary transactions
- Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
- Sales records including the quantity, form, and cost of marijuana products
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment



Waste Disposal records as required by 935CMR500.105(12)(d) which will include:

- A written or electronic record of the date, the type and quantity of marijuana disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two LR Agents present during the disposal or other handling, with their signatures.
- LR will keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Manifests for transportation in accordance with 935CMR500.105(13)(f) which will include manifests which will include:

- The originating Marijuana Establishment name, address, and registration number
- The names and registration numbers of the LR agents who transported the marijuana products
- The name and registration number of the marijuana establishment agent who prepared the manifest
- The destination Marijuana Establishment name, address, and registration number
- A description of the marijuana products being transported, including the weight and form or type of product
- The mileage of the transporting vehicle at departure from originating Marijuana Establishment and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to originating Marijuana Establishment;
- The date and time of departure from originating Marijuana Establishment and arrival at the destination Marijuana Establishment for each transportation
- A signature line for the marijuana establishment agent who receives the marijuana products
- The weight and inventory before departure and upon receipt
- The date and time that the transported products were re-weighed and re-inventoried
- The name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products
- The vehicle make, model, and license plate number.





- LR will retain all transportation manifests for no less than one year and make them available to the Commission upon request.

Additionally, CPC shall comply with 935CMR500.140(5) and record all sales in compliance with the following

- LR will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, or a sales recording module approved by the DOR.
- LR will not utilize software or other methods to manipulate or alter sales data.
- LR will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- LR will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If LR determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - LR shall immediately disclose the information to the Commission
  - LR will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data
  - LR will take such other action directed by the Commission to comply with 935 CMR 500.105.
  - LR will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
  - LR will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

Following the closure of a Marijuana Establishment, all records will be kept for two years at the expense of the ME and in a form and location acceptable to the Commission



## **Local Roots-Maintaining of Financial Records**

Local Roots(LR) shall maintain all financial records in compliance with 935CMR500.105(9)(e) and will include:

All records will be maintained in either manual or computerized form and will include the following:

- 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.
- Salaries and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment (ME).

In accordance with 935CMR500.140(5) Local Roots will record all sales in compliance with the following

- Local Roots will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, or a sales recording module approved by the DOR.
- Local Roots will not utilize software or other methods to manipulate or alter sales data.
- Local Roots will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- Local Roots will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If CPC/Local Roots determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
- Local Roots shall immediately disclose the information to the Commission
- Local Roots will cooperate with the Commission in any investigation regarding



manipulation or alteration of sales data

- Local Roots will take such other action directed by the Commission to comply with 935 CMR 500.105.
- Local Roots will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- Local Roots will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

Following the closure of a ME, all financial records will be kept for at least two years at the expense of the ME and in a form and location acceptable to the Commission.



## **Local Roots-Qualifications and Training**

Local Roots(LR) will require all Marijuana Establishment (ME) Agents be qualified and registered in accordance with 935CMR500.030(1-8), and trained in accordance with the requirements of 935CMR500.105(2) and will include, at minimum the following:

Training tailored to the roles and responsibilities of the job function of each Local Roots-ME agent which will include a Responsible Vendor Program compliant with 935CMR500.105(2), as well as training in maintaining confidentiality.

Local Roots-ME agents will receive, at a minimum, eight hours of ongoing training annually.

On or after July 1, 2019, all current owners, managers and employees of the Local Roots that are involved in the handling and sale of marijuana for adult use at the time of licensure, or renewal of licensures, as applicable, will have attended and successfully completed a responsible vendor program to be designated as a “responsible vendor.”

All new employees involved in the handling and sale of marijuana shall successfully complete a responsible vendor program within 90 days of hire.

After initial successful completion of the responsible vendor program, each owner, manager and employee involved in the handling and sale of marijuana will successfully complete the program once every year to maintain “responsible vendor” designation.

Administrative employees who do not handle or sell marijuana may take the responsible vendor program on a voluntary basis.

Records of responsible vendor training compliance will be maintained for four years and will be available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours

## **Energy Compliance Plan Local Roots NE**

The applicant must address how its written operating procedures in the Management and Operations Profile packet will incorporate regular engagement with energy efficiency programs (account representative, vendors, etc.)

In order to comply with 935CMR500.105(15)(a-d), LR will implement the following operational procedures.

- LR, as part of its' internal monthly auditing will monitor energy consumption in order to ascertain whether monthly usage is comparable to its' other retail locations (Fitchburg MR282131 and Sturbridge MRN283231). Any post-comp deviation will be addressed.
- LR has incorporated high-efficiency furnaces for heating as well as programmable thermostats.
- All lighting will have LED fixtures.
- Foam insulation is used in the facility design.
- LR will incorporate tinted windows into the design which will be compliant with 935CMR500.110(1)(l), however will also allow residual natural light to enter the space.
- LR is currently evaluating a PV solar array to be located on the southeast facing roof. LR has incorporated behind the meter solar at its' Barre cultivation facility (MC282237), its' Framingham cultivation/manufacturing facility (MC282206/MP281301) and its' Sturbridge retail location (MR283231). The solar array will be designed as a net metered, behind the meter system. Because of its' net metering capability with the local utility, battery storage will not be necessary.
- As the HVAC unit needs replacement LR will evaluate available alternative energy and incentives that exist at that time.
- LR has engaged a HERS rater to design the HVAC and insulation for the building.



## **Local Roots NE Diversity Plan**

### **Introduction**

The Cannabis Control Commission (“Commission”), through 935CMR500.000 requires applicants for licensure to establish goals to promote equity for minorities, women, veterans, people with disabilities and LGBTQ+, including members of the lesbian, gay, bi-sexual, transgender, queer and + communities by providing the tools and opportunities needed to be successful.

### **Goals**

It is the goal of Local Roots NE (LR) to promote equity and to provide employment opportunities, training and inter-company promotions opportunities to qualified women, veteran’s, minorities and people with disabilities with disregard to race, sex, disabilities, LGBTQ+ including members of the lesbian, gay, bi-sexual, transgender, queer and + communities.

It will be the goal of LR to target women in order to have a combined company-wide workforce comprised of at least 50% women.

It will also be the goal of CPC to provide tools for success to the above-named groups through annual training and inter-company opportunities for employees to attain upper level management positions.

### **Programs**

LR will hold a job fair, once annually within 60 days upon receiving final licensure from the Commission, specific to each location, that will be advertised in the newspaper local to the location of each operation, for employment opportunities. i.e. The Fitchburg Sentinel, The Metro-West Daily News with an emphasis on encouraging diverse applicants.

LR shall distribute internal workplace correspondence bi-annually and memos that encourage current employees to recommend individuals falling into the above-listed demographics for employment.

Additionally, the Local Roots website, [www.localrootscc.com](http://www.localrootscc.com), currently has a veteran-specific page created to provide a forum designed to assist local, qualified veterans with job leads with CPC.

### **Measurements**

CPC will annually measure and provide to the Commission:



- The number of annual job-fairs held along with documentation of all advertising associated with each event.
- The number of individuals from the above-referenced demographic groups who were hired after the issuance of a license, their date of hiring and beginning position within the company.
- The number of company promotions for people falling into the above-listed demographics since initial licensure.
- The number of positions created since initial licensure.

Additionally, LR will review and record, annually, the result of its' goal to comprise 50% of its' team with women who may also be minorities, veteran's and people with disabilities with disregard to race, sex, disabilities, or gender identities or sexual orientation including members of the lesbian, gay, bi-sexual, transgender, queer and + communities. .

CPC's Diversity Plan and any actions taken, or programs instituted by CPC will not violate the Commission's regulations with respect to limitation on ownership or control, or other applicable state laws.

The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.