



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282217
Original Issued Date: 07/21/2020
Issued Date: 08/12/2021
Expiration Date: 08/12/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Peak Limited LLC

Phone Number: 978-764-3455
Email Address: matt@peak-limited.com

Business Address 1: 114 Jewett Street
Business City: Georgetown Business State: MA Business Zip Code: 01833
Business Address 2:
Mailing Address 1: 114 Jewett Street
Mailing City: Georgetown Mailing State: MA Mailing Zip Code: 01833
Mailing Address 2:

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: Applied for Certificate of Registration, decision by DPH is pending
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: 51
Role: Owner / Partner
Percentage Of Control: 50
Other Role:

First Name: Matthew	Last Name: Kumph	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49	Percentage Of Control: 50	
Role: Owner / Partner	Other Role:	
First Name: Kenneth	Last Name: Kumph	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Kenneth	Last Name: Kumph	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$100000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Matthew	Last Name: Kumph	Suffix:
Marijuana Establishment Name: Peak Limited LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Georgetown	Marijuana Establishment State: MA	

Individual 2

First Name: Matthew	Last Name: Kumph	Suffix:
Marijuana Establishment Name: Peak Limited LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Georgetown	Marijuana Establishment State: MA	

Individual 3

First Name: Matthew	Last Name: Kumph	Suffix:
Marijuana Establishment Name: Peak Limited LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Georgetown	Marijuana Establishment State: MA	

Individual 4

First Name: Kenneth	Last Name: Kumph	Suffix:
Marijuana Establishment Name: Peak Limited LLC	Business Type: Marijuana Cultivator	

Marijuana Establishment City: Georgetown

Marijuana Establishment State: MA

Individual 5

First Name: Kenneth

Last Name: Kumph

Suffix:

Marijuana Establishment Name: Peak Limited LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Georgetown

Marijuana Establishment State: MA

Individual 6

First Name: Kenneth

Last Name: Kumph

Suffix:

Marijuana Establishment Name: Peak Limited LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Georgetown

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 114 Jewett Street

Establishment Address 2:

Establishment City: Georgetown

Establishment Zip Code: 01833

Approximate square footage of the Establishment: 10735

How many abutters does this property have?: 11

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.

Cultivation Environment:

Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification.pdf	pdf	5d07e46e13edb917cc1fe0a5	06/17/2019
Community Outreach Meeting Documentation	Peak Limited LLC - Community Outreach Documentation 2019.06.12.pdf	pdf	5d31e72abc4ba7387cf4d763	07/19/2019
Plan to Remain Compliant with Local Zoning	Compliance with Zoning.03 (Cultivator 114 2.10.20).pdf	pdf	5e4210967225f00469658783	02/10/2020

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.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact (final 2.10.20).pdf	pdf	5e4210b002a6e7045352c548	02/10/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Matthew **Last Name:** Kumph **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: Kenneth **Last Name:** Kumph **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Peak Cert. of Organization.pdf	pdf	5d07ea8b624ce5135e926f9b	06/17/2019
Bylaws	Peak Operating Agreement.pdf	pdf	5d07eb10fe6a8617e208f6df	06/17/2019
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing 9.12.19 (SOC).pdf	pdf	5db2fb1ad5c8962b282db8fb	10/25/2019
Department of Revenue - Certificate of Good standing	Certificate of Good Standing 10.4.19 (DOR).pdf	pdf	5db2fb1fc9aebd2b498a979e	10/25/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR - COGS 21.06.16.pdf	pdf	60f5cf2b1159b60338d506d4	07/19/2021
Secretary of Commonwealth - Certificate of Good Standing	SOS - COGS 2021.06.14.pdf	pdf	60f5cf2d308c7a02a100123b	07/19/2021
Department of Unemployment Assistance - Certificate of Good standing	7.21.21 Peak Limited LLC - DUA AttestationCertification of No Employees.pdf	pdf	60f812102ea73e036476e6a9	07/21/2021

Massachusetts Business Identification Number: 001329934

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Liability Insurance.pdf	pdf	5d14d9b0fe6a8617e2091003	06/27/2019
Business Plan	Business Plan.pdf	pdf	5d2de4e4742e9b04ecc39398	07/16/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Qualifications and training	Employee Qualifications and Training.pdf	pdf	5d07f29e13edb917cc1fe0e1	06/17/2019
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5d07f30433099617d7945e3b	06/17/2019
Record Keeping procedures	Record Keeping Policy.pdf	pdf	5d07f356622b7c1357f72336	06/17/2019
Transportation of marijuana	Transportation Plan.pdf	pdf	5d07f3e4bbb965134133c861	06/17/2019
Inventory procedures	Inventory Plan.pdf	pdf	5d07f4161dae681319ceb168	06/17/2019
Quality control and testing	Quality Control and Testing.pdf	pdf	5d07f482624ce5135e926fd7	06/17/2019
Personnel policies including background checks	Personnel Policies.pdf	pdf	5d07f4bf624ce5135e926fdb	06/17/2019
Storage of marijuana	Storage Plan.pdf	pdf	5d07f4fc748dc71348c39497	06/17/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5d07f54050e7af1803c202b0	06/17/2019
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5d07f55dbbb965134133c872	06/17/2019
Separating recreational from medical operations, if applicable	Separating Rec. from Med..pdf	pdf	5d07f5701dae681319ceb16e	06/17/2019
Policies and Procedures for cultivating.	Cultivation Policy.pdf	pdf	5d07f61f622b7c1357f72346	06/17/2019
Security plan	Security Plan (final 2.10.20).pdf	pdf	5e4211221c3b1d04a32b1e6d	02/10/2020
Diversity plan	7.21.21 - Peak Limited LLC Diversity Plan.pdf	pdf	60f811bdaa87100331f67075	07/21/2021
Energy Compliance Plan	6.30.21 Peak Limited LLC Energy Compliance Plan.pdf	pdf	60f811d67a4b3b034a683607	07/21/2021

ATTESTATIONS

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

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

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

Notification: I Understand

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

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Peak Limited LLC (the "Company") is currently in the process of raising capital for its Marijuana Establishment and has not yet commenced operations. However, Peak's executive team, Ken and Matt Kumph (father and son) have worked diligently to effectuate its plan for positive impact and plan for the seamless execution of the same once operational. The Company respectfully submits the following as evidence of its compliance and implementation of its positive impact plan: (i) the Company has scheduled a virtual cannabis licensing educational program for September 2021. During this educational program, the Company will discuss all aspects of the licensing process with attendees including, identifying the hurdles and difficulties the Company has experienced; (ii) the Company has scheduled an event through its "Reach Your Peak" initiative for October 2021. The Company's "Reach Your Peak" initiative is intended to provide access to outdoor focused activities for individuals from areas that have been disproportionately impacted by the war on drugs. This Reach Your Peak program will be advertised in the Haverhill Gazette, Lowell Sun and Lynn Daily Item, in accordance with the Company's positive impact plan. Interested persons will meet at a designated location and be provided free transportation to and from a hiking trail. Food and drinks will be provided before and after the hiking trip; and (iii) the Company intends to commence its hiring process in Q1 of 2022. The Company will post notices in newspapers that service the nearby areas of disproportionate impact of Haverhill, Lowell and Lynn. The Company will update the Commission with evidence of these events upon completion. The Company has also made numerous attempts to provide charitable contributions and community service hours to its previously identified partner, Team Haverhill's Small Projects-Big Impacts" organization. To date, and notwithstanding Kevin Burke, Team Haverhill's president's statements of interest in working with the Company, there has been no response to the Company's inquiries regarding charitable contributions or community service hours. Finally, the Company has updated its positive impact plan to be more in keeping with the Commission's current guidance and regulations regarding positive impact plans and a copy of the updated plan has been submitted herewith.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Peak Limited LLC (the "Company") is currently in the process of raising capital for its Marijuana Establishment and has not yet commenced operations. However, Peak's executive team, Ken and Matt Kumph (father and son) have prepared their business to open with a diverse and well-trained staff pursuant to its diversity plan. The Company intends on commencing its hiring process in Quarter 1 and will be posting notices for jobs in newspapers that service the nearby areas of disproportionate impact of Haverhill, Lowell and Lynn for three months during its hiring process in accordance with its diversity plan. Additionally, the Company intends to purchase a membership through "LinkedIn Learning" for its diversity and inclusion programming. LinkedIn offers over 1800 courses on diversity through its learning platform, including courses on Diversity, Inclusion and Belonging; Diverse Recruiting; Adding Value through Diversity; Supporting the "whole self" at work; Managing a Diverse Team; Leadership Strategies for Women; and the Importance of Diversity. The Company remains committed to its hiring goals and has updated its diversity plan, a copy of which is submitted herewith, to reflect said commitment and ensure that its diversity plan is consistent with the Commission's current guidance and regulations.

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 7:00 PM
Tuesday From: 8:00 AM	Tuesday To: 7:00 PM
Wednesday From: 8:00 AM	Wednesday To: 7:00 PM
Thursday From: 8:00 AM	Thursday To: 7:00 PM
Friday From: 8:00 AM	Friday To: 7:00 PM
Saturday From: 8:00 AM	Saturday To: 7:00 PM
Sunday From: 8:00 AM	Sunday To: 7:00 PM



Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

Applicant

I, Matthew Kumph, (*insert name*) certify as an authorized representative of Peak Limited LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Georgetown (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on September 10, 2018 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Joseph A Bonavita, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Georgetown (*insert name of host community*) to certify that the applicant and Town of Georgetown (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/17/18 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

Massachusetts Cannabis Control Commission
101 Federal Street, 13th Floor, Boston, MA 02110
(617) 701-8400 (office) | mass-cannabis-control.com

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Matthew Kumph, (*insert name*) attest as an authorized representative of Peak Limited LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on June 12, 2019 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on June 5, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on June 4, 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on June 5, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Attachment A
Newspaper Notice

Attachment B
Municipal Notice

**LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-
USE MARIJUANA ESTABLISHMENT PROPOSED BY PEAK LIMITED LLC**

Notice is hereby given that a Community Outreach Meeting for Peak Limited LLC's proposed Marijuana Establishments is scheduled for **June 12, 2019 at 7:00pm** at **114 Jewett Street, Georgetown, MA 01833**. Peak Limited is proposing to locate a **Marijuana Cultivator and Marijuana Product Manufacturer at 113 Jewett Street, Georgetown, MA 01833** and a **Marijuana Cultivator and Marijuana Product Manufacturer at 114 Jewett Street, Georgetown, MA 01833**. Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Peak Limited LLC.

A copy of this notice is on file with the Town Clerk, the Board of Selectmen's office, and the Planning Department, and a copy of this Notice was published in a newspaper of general circulation and mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address of the proposed Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

2019 JUN -4 PM 12:13
RECEIVED
TOWN CLERK
GEORGETOWN, MA

GEORGETOWN

JUN 04 2019

BOARD OF SELECTMEN
TOWN ADMINISTRATOR

Attachment C
Abutter Notice

LEGAL NOTICE OF COMMUNITY OUTREACH MEETING REGARDING AN ADULT-
USE MARIJUANA ESTABLISHMENT PROPOSED BY PEAK LIMITED LLC

Notice is hereby given that a Community Outreach Meeting for Peak Limited LLC's proposed Marijuana Establishments is scheduled for **June 12, 2019 at 7:00pm at 114 Jewett Street, Georgetown, MA 01833**. Peak Limited is proposing to locate a **Marijuana Cultivator and Marijuana Product Manufacturer at 113 Jewett Street, Georgetown, MA 01833** and a **Marijuana Cultivator and Marijuana Product Manufacturer at 114 Jewett Street, Georgetown, MA 01833**. Community members will be permitted, and are encouraged, to ask questions and receive answers from representatives of Peak Limited LLC.

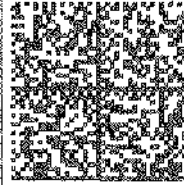
A copy of this notice is on file with the Town Clerk, the Board of Selectmen's office, and the Planning Department, and a copy of this Notice was published in a newspaper of general circulation and mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address of the proposed Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town.

108259-000



PRINCE LOBEL

Prince Lobel Tye LLP
One International Place, Suite 3700, Boston, MA 02110



FP US POSTAGE
\$000.50⁰⁰

First-Class
ZIP 02110

06/05/2019

034A 0081800655



Peak Limited LLC

Plan to Remain Compliant with Local Zoning

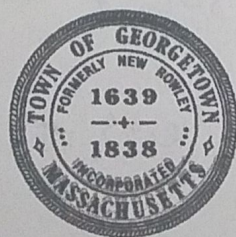
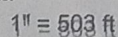
The Town of Georgetown amended its zoning code at a town meeting on May 7, 2018 to allow the cultivation, production and dispensing of marijuana for adult-use in the Marijuana Business Overlay District. Please see the attached town meeting warrant for reference.

Peak Limited LLC (the “**Company**”), is proposing to develop and operate a Marijuana Establishment at 114 Jewett Street. This site is located in the Marijuana Business Overlay District, which permits the operation of a marijuana establishment, specifically a marijuana cultivation facility, pursuant to Article 19 of the Zoning Bylaws for the Town of Georgetown (the “**Bylaws**”) and the table of use regulations for the Marijuana Business Overlay District, subject to the granting of a Special Use Permit from the Planning Board (the “**Board**”). Please see the attached zoning bylaws and zoning map for reference.

The Company has discussed its marijuana cultivation facility with town officials, including the building department, police department and fire department (including with Police Chief Cudmore and Fire Chief Mitchel), health department, department of public works and has appeared before the Board and Board of Selectmen and entered into a host community agreement with the Town.

The Company plans to continue to work with officials from the Town of Georgetown to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting. As described above, the Company is required to receive a Special Use Permit from the Board prior to the construction of the facility and the commencement of any operations. Pursuant to Article 19, Section 165-162(D) of the Bylaws, the Company cannot file for a Special Use Permit until it has received licensure from the Commission. Pursuant to Article 19, Section 165-162(C)(4) of the Bylaws, the Board may include conditions to the Special Use Permit including but not limited to a requirement to renew the Special Use Permit every five (5) years. The Company shall comply with the provisions of Article 19 of the Bylaws concerning the renewal of any Special Use Permit issued to the Company.

The Company hereby submits that it will continue to comply with all local and state requirements and Matt Kumph, President of the Company will be responsible for ongoing compliance with local and state rules and regulations.



Horizontal Datum: MA Stateplane Coordinate System, Datum NAD83,
Meters Data Sources: The data for this map was produced by Merrimack
Valley Planning Commission (MVPC) using data provided by the Town of
Georgetown. Additional data provided by the Executive Office of
Environmental Affairs/MassGIS. The information depicted on this map is
for planning purposes only. It may not be adequate for legal boundary
definition or regulatory interpretation. THE TOWN OF GEORGETOWN
MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING
THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY
OF THESE DATA. THE TOWN OF GEORGETOWN DOES NOT
ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE
THIS INFORMATION

Town Warrant
Commonwealth of Massachusetts
May 7, 2018

ESSEX, ss. To the Constables of the Town of Georgetown, in the County of Essex,
Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby directed to notify and warn the inhabitants of the said Town, qualified to vote in the elections and in Town affairs to meet at the Georgetown Middle/High School, 11 Winter Street on the 7th day of May, 2018 (Monday) at 7 o'clock P.M. then and there to act on the articles of this warrant, and further, to meet at the Penn Brook School Gymnasium, 68 Elm Street in said Town, on the 14th day of May, 2018 (Monday), where the polls will be open from 8 o'clock A.M. until 8 o'clock P.M., to vote by ballot for the following officers: one Light Commissioner for one year; two Selectmen, one Assessor, two School Committee Members, one Light Commissioner, one Water Commissioner, and two Peabody Library Trustees, for three years; one Georgetown Housing Authority Member, and one Planning Board Member, for five years, and to vote by ballot for the following:

Ballot Question

QUESTION # 1

Shall the Town of Georgetown be allowed to assess an additional \$108,000 in real estate and personal property taxes for the purposes of funding a school resource officer position within the Police Department, for the fiscal year beginning July first, two thousand and eighteen?

_____ Yes _____ No

Article 1: Town Officers and Committee Reports (ATM18-01)

To hear and act on the reports of the Town Officers and Committees.

Article 2: General Operating Budget/Reserve Fund (ATM18-02)

To see if the Town will raise and appropriate, or appropriate by transfer from available funds, a sum of money to defray charges and expenses of the Town, including debt and interest and including support of the schools, to fix salaries of the several elected offices of the Town, as provided by Section 108, Chapter 41, General Laws, as amended, and to provide for a reserve fund for the ensuing year, as set forth in the Finance and Advisory Board Proposed Budget and Town Meeting Warrant for the Fiscal Year beginning July 1, 2018, or take any other action in relation thereto.

Article 3: Police Department/School Resource Officer Override (ATM18-33)

To see if the Town will vote to raise and appropriate the sum of \$108,000, which shall be added to the General Operating Budget appropriated under Article 2 for the purpose of funding a school resource officer within the Police Department for the fiscal year beginning July 1, 2018, contingent upon approval of a Proposition 2 ½ override question pursuant to Chapter 59, Section 21C(g) of the General Laws, or take any other action in relation thereto.

- B. Town Facility Users are prohibited from dispensing Prepared Food to customers in Disposable Food Service containers made from Expanded Polystyrene.

§____-6. Deferments

Upon written application, the Board of Health, which shall have the authority to enforce this Bylaw, after a public hearing, may defer application of this Bylaw for a Food Establishment for a one year period, upon a showing by the Food Establishment that the conditions of this Bylaw would cause undue hardship. For purposes of this Bylaw, an “undue hardship” is a situation unique to the Food Establishment where there are no reasonable alternatives to the use of expanded polystyrene disposable food service containers and compliance with this provision would cause significant economic hardship to that Food Establishment.

§____-7. Administration and Enforcement.

This Bylaw may be enforced by any Town police officer, enforcement officers or agents of the Board of Health. This Regulation may be enforced through any lawful means in law or in equity, including, but not limited to, non-criminal disposition pursuant to G.L. c.40, §21D and Article II of Chapter 1 of the Town’s General Bylaws. If non-criminal disposition is elected, then any Food Establishment or Town Facility User which violates any provision of this Bylaw shall be subject to the following penalties:

- First Offense: Written warning
- 2nd Offense: \$50 fine
- 3rd Offense: \$100 fine
- 4th and Subsequent Offenses: \$300 fine

Subsequent offenses shall be determined as offenses occurring within two years of the date of the first noticed offense. Each day or portion thereof shall constitute a separate offense. If more than one, each condition violated shall constitute a separate offense.

, or take any other action relative in relation thereto.

Article 21: Accept Statute for Non-Medical Marijuana Local Sales Tax (ATM18-32)

To see if the Town will vote to accept Massachusetts General Law Chapter 64N, Section 3 to impose an excise on the retail sales of marijuana for adult use at the rate of three (3%) percent, or take any other action in relation thereto.

Article 22: Town Clerk Appointed Position (ATM18-23)

To see if the Town will vote to change the Town Clerk position from elected to appointed in accordance with the provisions of G.L. c.41, §1B, provided, however, that in accordance with law, such change must also be approved by the voters of the Town at the 2019 Annual Town Election, or take any other action in relation thereto.

Article 23: Recreational Marijuana Bylaw (ATM18-27)

To see if the Town will vote to amend the Town of Georgetown Zoning Bylaw to provide for the regulation of marijuana not medically prescribed, as defined in MGL Chapter 94G, and to amend the Zoning Map to change the boundaries of the Medical Marijuana Overlay District, as follows:

- a) Amend the Zoning Map of the Town of Georgetown to eliminate that portion of the existing Medical Marijuana Overlay District situated within the Commercial B (CB) zoning district, and to rename the resulting Medical Marijuana Overlay District as the Marijuana Business Overlay District;
- b) Amend Article XVIII to delete the strikethrough language and insert the language in bold as set forth below;

, or take any other action in relation thereto.

ARTICLE XVIII ~~Registered Marijuana Dispensary~~ **Businesses**

§ 165-156 Purpose and Intent.

- A. To provide for the placement of a ~~Registered Marijuana Dispensary~~ **Marijuana Businesses** (“~~RMD~~”), in accordance with the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq., in ~~locations suitable~~ **locations** for lawful medical marijuana facilities and to minimize adverse impacts of a ~~Registered Marijuana Dispensary~~ on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, security, and removal of ~~RMDs~~ **Marijuana Businesses**.
- B. Provisions set forth in this section shall take precedence over all other sections of the Bylaw when considering applications related to the construction, operation, expansion, repair, and/or removal of lawful ~~RMD facilities~~ **Marijuana Businesses**.

§ 165-157 Establishment and Delineation of a ~~Medical Marijuana~~ **Business** Overlay District.

A. Establishment:

For the purposes of this Bylaw, there is hereby established a ~~Medical Marijuana~~ **Business** Overlay District (“~~MMBOD~~”). Within the ~~MMBOD~~, all requirements of the underlying district(s) remain in effect, except where these regulations provide an alternative to such requirements. Land within the ~~MMBOD~~ may be used either for (1) a ~~Registered Marijuana Business Dispensary~~ (“~~RMD~~”), in which case the requirements set forth in this section shall apply; or (2) a use allowed in the underlying district, in which case the requirements of the underlying district shall apply. If the provisions of the ~~MMBOD~~ are silent on a zoning regulation, the requirements of the underlying district shall apply. If the provisions of the ~~MMBOD~~ conflict with the requirements of the underlying district, the requirements of the ~~MMBOD~~ shall control.

B. Delineation:

The MMBOD is delineated on shown the official zoning map of the Town of Georgetown and the Town of Georgetown Zoning & Overlay Districts Map on file with the Planning Office.

§ 165-158 Scope of Authority.

- A. The Planning Board shall act as the Special Permit Granting Authority (SPGA) for all ~~Registered Marijuana Dispensary~~ **Business** applications.

§ 165-159 Applicability.

- A. The cultivation, production, processing, assembly, packaging, retail or wholesale sale, trade, distribution or dispensing of marijuana ~~for medical use~~ is prohibited unless permitted by Special Permit as a ~~Registered Marijuana Dispensary~~ **Business** under this Section, except as otherwise provided herein.
- B. No ~~Registered Marijuana Dispensary facility use~~ **Business** shall be established except in compliance with the provisions of this zoning bylaw section and all other sections of the Town of Georgetown's Bylaws.
- C. Nothing in this Bylaw shall be construed to supersede federal and state laws governing the sale and distribution of narcotic drugs.

§ 165-160 Definitions.

Where not expressly defined in the Zoning Bylaws, terms used in the MMBOD Bylaw shall be interpreted as defined in **G.L. c.94G and G.L. c.94I and regulations promulgated and/or incorporated thereunder**, ~~the Humanitarian Medical Use of Marijuana Act, G.L. c.94C, App. §1-1, et seq. and the Department of Public Health Regulations promulgated thereunder, 105 CMR 725.001, et seq., and otherwise by their plain language.~~ The following terms as used in this ordinance are defined as follows;

Marijuana: ~~In addition to the Commonwealth's definition under Chapter §94C of Mass General Laws, a definition of marijuana shall include: Marijuana, Marihuana, Cannabis, Hashish, Cannabis seeds, THC (tetrahydrocannabinol) and its derivatives and extracts as well as any substances containing THC whether in plant, including its flowers, oil, resin, solid, liquid or aerosol form. All parts of any plant of the genus Cannabis, not excepted below and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in MGL Chapter 94C Section 1; provided that "Marijuana" shall not include: (1) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any~~

other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination; (2) hemp; or (3) the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Cultivation: The process of propagation, including germination, using soil, hydroponics, or other mediums to generate growth and maturity. The intended process of bringing a plant or other grown product to maturity for harvesting, sale, refining or use as an ingredient in further manufacturing or processing. This definition encompasses marijuana cultivation related to RMD facilities.

Marijuana Business: A Registered Marijuana Dispensary, Marijuana Establishment, or any combination or part thereof.

Marijuana Cultivator: Pursuant to MGL c.94G, §1 and regulations promulgated thereunder, an entity licensed to cultivate, process, and package marijuana, to deliver marijuana to marijuana establishments, and to transfer marijuana to other marijuana establishments, but not to consumers.

Marijuana Establishment: A marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer, or any other type of licensed marijuana related business, for the non-medical use of marijuana, as set forth in G.L. 94G, and regulations promulgated thereunder.

Marijuana Retailer: Pursuant to MGL c.94G, §1 and regulations promulgated thereunder, an entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell, or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers (except that nothing in this definition or By-Law shall allow for the consumption of marijuana on the premises where marijuana is sold).

Registered Marijuana Dispensary (RMD): As defined by 105 CMR 725.000, et al., as it may be amended or superseded, and pursuant to all other applicable state laws and regulations, means an entity registered under 105 CMR 725.100, Aalso referred to and known as a Medical Marijuana Treatment Center, means an ~~not for~~ ~~profit~~ entity registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes (including development of related products such as edible marijuana-infused products ("MIPs"), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

An application for a ~~RMD and/or Medical Marijuana Treatment Center~~ **Marijuana Business** shall be reviewed by the SPGA for consistency with the provisions of this section. All proponents are required to provide a Site Plan Approval application to the SPGA demonstrating compliance with, or a written waiver request for, each of the following requirements in order to be deemed a complete application:

A. Administration:

Prior to construction, installation or modification of an ~~RMD~~ **Marijuana Business**, a Site Plan Approval application shall be made pursuant to the provisions of Section §165-83 in addition to the provisions of this Article.

B. Compliance with Zoning Laws, Ordinances and Regulations:

The construction and operation of any **Marijuana Business** ~~RMD~~ shall be consistent with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements.

C. Fees:

A Site Plan Approval application for a **Marijuana Business** ~~Registered Marijuana Dispensary~~ must be accompanied by the filing fee established by the SPGA.

D. General:

All site and structural plans and maps shall be prepared, sealed and signed by a professional civil engineer licensed to practice in the Commonwealth of Massachusetts. All building plans and elevations shall be prepared, sealed and signed by an architect licensed to practice in the Commonwealth of Massachusetts.

E. Submission Requirements and Required Documents:

(1) As part of the Special Permit and Site Plan Approval process, the applicant shall demonstrate to the SPGA's satisfaction that the following design process was followed in determining the location of a proposed **Marijuana Business** ~~RMD~~:

- (a) Understanding potential development sites: The first step is to inventory existing potential sites;
- (b) Evaluating the proposed development site: The second step is to evaluate the proposed site in its larger context by taking care to identify eligible locations as described in Section 165-161(I) and beneficial or detrimental connections to surrounding land uses and activities;

(2) Zoning district designation for the parcel(s) of land comprising the project site (submission of a copy of a zoning map with the parcel(s) identified is suitable for this purpose);

(3) A Proof of Liability Insurance that satisfies Section §165-161(G);

F. Safety Standards:

Upon request by the SPGA, the owner and/or operator shall cooperate with local emergency services in developing an emergency response plan. The owner or operator shall identify a responsible person for public inquiries throughout the life of the facility.

- (1) Emergency Services Plan: Prior to issuance of a building permit, the **Marijuana Business Registered Marijuana Dispensary** owner and/or operator shall provide a written plan including but not limited to a project summary to the Town's Board of Selectmen, local safety officials including the Police Chief, Fire Chief and Building Inspector. The SPGA shall confirm adequacy of emergency access and safety procedures with the local safety officials prior to approval of any Site Plan for the **Marijuana Business Registered Marijuana Dispensary**.
- (2) Unauthorized Access: The **Marijuana Business Registered Marijuana Dispensary** shall be designed to allow access within the area of the **Marijuana Business RMD** to authorized personnel as well as state and municipal emergency personnel only.

G. Proof of Liability Insurance:

The applicant shall be required to provide evidence of liability insurance in an amount, and for the duration, sufficient to cover loss or damage to persons and property occasioned by the failure of the facility;

H. Eligible Locations:

Any **Marijuana Business RMD** facility permitted under this Section shall be located only in a zoning district that is designated for its use within this Zoning Bylaw. No **Marijuana Business RMDs** use shall be located within 300 linear feet of a property line where the following zoning district, activity or use occurs, whether within the municipal borders of the Town of Georgetown or adjoining municipality;

- (1) Any Residential District as defined by Chapter §165
- (2) School, including a public or private elementary, vocational, or secondary school or a public or private college, junior college, or university;
- (3) Any child care facility;

- (4) Library;
- (5) Playground;
- (6) Public Park;
- (7) Youth center;
- (8) Public swimming pool;
- (9) Religious institution;
- (10) Video arcade facility;
- (11) Similar facility in which minors commonly congregate **in an organized, ongoing, formal basis**;
- (12) Any other **Marijuana Business**~~Registered Marijuana Dispensary~~;
- (13) Any drug or alcohol rehabilitation facility;
- (14) Any correctional facility, half-way house or similar facility; or
- (15) Any establishment licensed under the provisions of General Law, Chapter 138, Section §12.

I. Separation:

Distances shall be calculated by direct measurement from the nearest property line of the land used for school or child care purposes or places where minors frequent or any other use listed above in Section 165-161(H) to the nearest point of the property line of the proposed **Marijuana Business RMD** parcel. The distance requirement may be reduced by twenty-five percent or less, but only if:

- (1) The applicant demonstrates that the **Marijuana Business RMD** would otherwise be effectively prohibited within the municipality;
- (2) With regard to locations protected pursuant to Section 165-16(H(1)-(11)), the applicant demonstrates that the **Marijuana Business RMD** will employ adequate security measures to prevent diversion of ~~medical~~ marijuana to **unauthorized** minors ~~who are not qualifying patients pursuant to 105 CMR 725.004.~~

J. Visibility: There shall be no visual proof or visibility of use activities, products or treatment occurring within or on the premises of a **Marijuana Business RMD** from the exterior of such facility or premises.

§ 165-162 Special Permit Review Procedures and Criteria.

The SPGA may grant a Special Permit and a Site Plan Approval and require that certain requirements be met as conditions of approval.

A. Procedure:

The Planning Board shall be the Special Permit Granting Authority (SPGA) for a **Marijuana Business RMD**-special permit application.

B. Criteria:

In the review and evaluation of an application and in making a final determination in writing, the SPGA shall consider but not be limited to the following as it pertains to a **Marijuana Business Registered Marijuana Dispensary**;

- (1) Complies with all requirements set forth in this section;
- (2) Minimizes visual impact by controlling off-site visibility of parking, storage, or other outdoor service areas viewed from public ways and places or land residentially used or zoned;
- (3) Provides adequate storm water management and other utilities consistent with the functional requirements of the Town of Georgetown Subdivision Rules and Regulations, Department of Environmental Protection, Massachusetts Stormwater Management Handbook (as revised);
- (4) Maximizes pedestrian and vehicular safety on-site, including points of ingress and egress;
- (5) Minimizes glare from headlights and lighting intrusion;
- (6) Minimizes unreasonable departure from character, materials, and scale of buildings in the vicinity, as viewed from public ways and places or premises residentially used or zoned;
- (7) Ensures compliance with the provisions of the Town of Georgetown's Zoning Bylaw, including parking, signs, landscaping, environmental standards and other pertinent sections;
- (8) Specific use is an appropriate location for such a use;
- (9) Nuisance is not expected to be created by the use;
- (10) Provides adequate access to each structure for emergency service equipment;
- (11) Facility shall be constructed and operated in a manner that minimizes adverse visual, safety and environmental impacts;

- (12) Proposed **Marijuana Business RMD** ~~use shall~~ does not create a nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.

C. Special Permit Conditions:

The SPGA may impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's **Marijuana Business RMD**, the SPGA may include the following conditions in any special permit granted under this Bylaw;

- (1) Hours of Operation, including dispatch of home deliveries;
- (2) The permit holder shall file a copy of any Incident Report required under **regulations promulgated in accordance with G.L. c.94C, G.L. c. 94G, or G.L. c.94I, 105 CMR 725.110(F)** with the Zoning Enforcement Officer and the SPGA within 24 hours of creation by the **RMD Marijuana Business**. Such reports may be redacted as necessary to comply with any applicable state or federal laws and regulations;
- (3) The permit holder shall file a copy of any summary cease and desist order, cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by DPH or the Division of Administrative Law Appeals, as applicable, regarding the **Marijuana Business RMD** with the Zoning Enforcement Officer and SPGA within 48 hours of receipt by the **Marijuana Business RMD**;
- (4) The special permit shall lapse within five years of its issuance. If the permit holder wishes to renew the special permit, an application to renew the special permit must be submitted at least 120 days prior to the expiration of the special permit;
- (5) The special permit shall be limited to the current applicant and shall lapse if the permit holder ceases operating the **Marijuana Business RMD**;
- (6) The special permit shall lapse upon the expiration or termination of the applicant's registration by Department of Public Health ("DPH") **or the Cannabis Control Commission ("CCC")**;

- (7) The permit holder shall notify the Zoning Enforcement Officer and SPGA in writing within 48 hours of the cessation of operation of the ~~RMD-Marijuana Business~~ or the expiration or termination of the permit holder's registration with DPH **or CCC**.

D. Application:

In addition to the materials required under Town of Georgetown Article XIII of Chapter 165, the applicant shall include:

- (1) A copy of its registration ~~as an RMD from the Massachusetts Department of Public Health ("DPH")~~ **or the CCC**;
- (2) A detailed floor plan of the premises of the proposed ~~RMD-Marijuana Business~~ that identifies the square footage available and describes the functional areas of the ~~Marijuana BusinessRMD~~, including areas for any preparation of MIPs;
- (3) Detailed site plans that include the following information;
 - (a) Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, and all other provisions of this Bylaw and Chapter 165 of Town of Georgetown Zoning bylaws;
 - (b) Convenience and safety of vehicular and pedestrian movement off the site, if off-site vehicular and pedestrian traffic can reasonably be expected to substantially affected by on-site changes;
 - (c) Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises, including designated parking for home delivery vehicle(s), as applicable;
 - (d) Design and appearance of proposed and/or existing buildings, structures, freestanding signs, screening and landscaping; and
 - (e) Adequacy of water supply, surface and subsurface drainage and light.
- (4) Description of the security measures, including employee security policies, approved by DPH ~~or for the RMDCCC for the Marijuana Business~~;
- (5) Copy of the emergency procedures approved by DPH **or CCC** for the ~~Marijuana BusinessRMD~~;

- (6) Copy of the policies and procedures for patient or personal caregiver home-delivery approved by ~~DPH~~ **DPH or CCC** for the **Marijuana BusinessRMD**;
- (7) Copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between ~~RMDs approved by DPH~~ **Marijuana Businesses**;
- (8) Copy of proposed waste disposal procedures; and
- (9) Description of any waivers from **DPH or CCC** regulations issued for the **Marijuana BusinessRMD**.
- (10) Distance in linear foot from property line to property line of any zoning district, activity or use occurs as described in Section §165-161(H);

E. Notification:

Any new applications sought under this Section must be publically advertised for a period of no less than fourteen (14) days, not including the date of the required special permit public hearing. Abutters within three hundred (300) feet shall be notified in writing of said application, and include any and all dates and locations of public hearings on said application.

The SPGA shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, the Conservation Commission, the Highway Department, Board of Water Commissioners, and the Planning Board. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 35 days of referral of the application shall be deemed lack of opposition.

F. Waivers:

The SPGA may waive, by an affirmative majority vote, any of the submittal and design requirements if it determines that strict compliance with those submittal and design requirements, because of the size or unusual nature of proposed building(s), structure(s), lay of the land, may not be in the best interest of the Town, the general public and/or an undue hardship on the applicant.

~~Applicant may request an exemption from special permit requirements if the RMD is able to demonstrate that they are protected pursuant to the agricultural exemption under G.L. c.40A §3 and are not required to obtain a special permit, but shall apply for Site Plan Approval pursuant to Section §165-83.~~

G. Final Action:

After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other town boards and departments, the SPGA may act upon such a special permit. No **Marijuana Business**~~RMD~~ shall be erected, constructed, installed or modified as provided in this section without first obtaining a Site Plan Approval decision from the SPGA and a building permit from the Building Inspector.

H. Modifications to Approved Site Plan:

All material modifications to a **Marijuana Business**~~RMD~~ made after issuance of the required permit shall require approval by the SPGA as provided in this section. Modifications to an approved Site Plan shall be allowed upon submission of a written description to the SPGA of the proposed modifications. The request for modification shall be subject to the submittal, review and hearing procedures as required for new filings unless the SPGA finds that the proposed modifications satisfy the review criteria and the Site Plan as modified would be consistent with the originally approved plan and therefore a new public hearing may not be required.

I. Appeals:

The decision of the SPGA and/or Building Inspector made on any project subject to the provisions of this section may be appealed pursuant to the provisions of Chapter §165-98 of Town of Georgetown's Zoning Bylaw.

J. Enforcement:

Enforcement of violations of any approvals and conditions of approvals, including violations of any development and/or performance standards identified in this Section shall be governed by Section §165-97 of the Town of Georgetown Zoning Bylaw.

K. Severability:

The provisions of this Bylaw are severable. If any provision, paragraph, sentence, or clause of this Bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Bylaw.

L. Issuance of Building Permit:

No building permit for a **Marijuana Business** ~~RMD~~ shall be issued until the SPGA has rendered its decision on the Special Permit and Site Plan Approval application and the appeals period pursuant to G.L. c.40A §17 has lapsed or any appeal taken has been finally resolved. Any site clearing or disturbance done on a site ultimately for the purpose of a **Marijuana Business** ~~RMD~~ without a building permit shall be deemed improper clearing, a

violation of the provisions of the Town of Georgetown Zoning Bylaw and shall be enforced pursuant to the provisions of Article XVI of the Town of Georgetown Zoning Bylaw.

N. Expiration:

A permit issued pursuant to this ordinance shall expire if;

- (1) A **Marijuana Business RMD** is not installed and operational within 48 months from the date the permit is issued; or,
- (2) A **Marijuana Business RMD** is abandoned or deemed abandoned pursuant to this ordinance.

O. Violations:

It shall be unlawful for any person to construct, install, or operate a **Marijuana Business RMD** that is not in compliance with this Section or with any condition contained in a permit issued pursuant to this Section.

§ 165-163 Development and Performance Standards.

Any proposed **Marijuana Business RMD** shall be subject to development and performance standards, as set forth below, for the placement, design, construction, monitoring, modification and removal. Such development and performance standards exist to address public safety and minimize impacts on resources of the Town. Whereas all projects must demonstrate compliance with applicable provisions of Section §165, the following standards shall be in addition to or take precedence over design standards of Section §165-83 and Appendix 4 Intensity of Use Schedule:

A. Dimension and Density Requirements.

- (1) Setbacks: The purpose of setbacks is to mitigate adverse impacts on abutting properties. For **Marijuana Business Registered Marijuana Dispensaries**, compliance with front, side and rear setbacks shall be as follows:
 - (a) Front yard: The front yard shall have a depth at least 20 feet from the property line provided, however, where the locus abuts a conservation use, recreational use or residential use district, the front yard shall not be less than 50 feet;
 - (b) Side yard: Each side yard shall have a depth at least 20 feet from the property line provided, however, where the locus abuts a conservation use, recreational use or residential district, the side yard shall not be less than 50 feet;

- (c) Rear yard: The rear yard depth shall be at least 25 feet from the property line provided, however, that where the locus abuts a conservation use, recreation use or residential district, the rear yard shall not be less than 50 feet;
- (2) The SPGA may grant a waiver from setback requirements if the applicant can demonstrate:
 - (a) Failing to do so would render the siting of the **Marijuana Business RMD** unfeasible; and
 - (b) The waiver will not impede access or egress for maintenance personnel or emergency responders; and
 - (c) The waiver will not adversely affect the intent of this bylaw section in terms of development and design standards.

B. Design Standards.

- (1) Lighting: Lighting of a **Marijuana Business RMD** shall be consistent with local, state and federal law. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting properties. Where feasible, lighting of the RMD shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.
- (2) Landscaping: Applicant shall submit a Landscape Plan detailing the following:
 - (a) All proposed changes to the landscape of the site, including temporary or permanent roads or driveways, grading, area of vegetative clearing, all proposed vegetative screening and/or fencing and planting, exterior lighting and structures;
 - (b) Planting design shall include details of the types and size of plant materials. To the extent feasible or practicable, landscaping shall be designed in an environmentally sensitive manner with non-invasive drought tolerant native plants, so as to reduce irrigation needs and heating and cooling needs;
 - (c) All landscaped areas shall be properly maintained and monitored for at least two growing seasons. Shrubs or trees that die shall be replaced by the applicant or property owner within one growing season. The long term maintenance of approved landscaping shall be the responsibility of the individual or entity identified in the application for facilities maintenance purposes.

(3) Signage: Signs on a **Marijuana Business**~~RMD~~ shall comply with the provisions of Article X of Town of Georgetown Zoning Bylaws and shall be limited to:

- (a) Location, materials and details of proposed signs shall be submitted;
- (b) A sign consistent with a municipality's sign bylaw shall be required to identify the owner and provide a 24-hour emergency contact phone number;
- (c) Facility shall not be used for displaying any advertising except for reasonable identification of the operator;

C. Land Clearing, Soil Erosion and Habitat Impacts:

Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the **Marijuana Business** ~~RMD~~ and per best management practices and otherwise prescribed by applicable laws, regulations, and bylaws, particularly but not limited to Town of Georgetown's Chapter §49 Earth Removal and Chapter §57 Erosion and Stormwater Control. The limit of work shall be shown on the submitted Site Plan.

D. Operation and Maintenance:

The applicant, owner or operator shall maintain the facility in good condition. The individual or entity responsible for maintenance shall be clearly identified in the application. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the Fire Chief and other public safety officials. The owner or operator shall be responsible for the cost of maintaining the **Marijuana Business**~~RMD~~ and any access road(s) and the cost of repairing any damage occurring as a result of operation and construction. The owner and/or operator shall be responsible for all activities identified on said plan until the facility is closed.

E. Removal and Decommissioning:

- (1) Removal Requirements: Any **Marijuana Business** ~~RMD~~ that will be closed, has been closed or is determined to be abandoned in a manner consistent with Article XV of Town of Georgetown's zoning bylaw shall be removed. The owner or operator shall have completely physically removed the facility, as it pertains to the interior of the structure and specialized to the use of a **Marijuana Business**~~RMD~~, no more than 150 days after the date of discontinued operations. At least thirty (30) days prior to the proposed date of discontinuation of operations, the owner or operator shall notify the SPGA and the Building Inspector by Certified Mail of the proposed date of discontinued operations and include plans for removal.

(2) Decommissioning: shall consist of:

- (a) Physical removal of all specialized structures and equipment required for a **Marijuana Business**~~RMD~~ facility;
- (b) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.;

Article 24: Street Acceptance Turning Leaf Subdivision: Lisa Lane, Vineyard Lane and Grapevine Circle (ATM18-28)

To see if the Town will vote to accept as a public ways the roadways known as “Lisa Lane, Vineyard Lane and Grapevine Circle”, as heretofore laid out by the Board of Selectmen and shown on a plan of land entitled: “Definitive Subdivision Plan of Turning Leaf Subdivision, Georgetown, MA”, Owner/Applicant: Turning Leaf Georgetown, LLC, dated, January 15, 2018, prepared by Williams & Sparages, 189 North Main Street, Suite 101, Middleton, MA 01949, and recorded with the Essex South Registry of Deeds in Plan Book 445, Plan 49”, a copy of which is on file with the Town Clerk, and to authorize the Board of Selectmen to acquire, on behalf of the Town, by purchase, gift, eminent domain or otherwise, rights sufficient to use said Lisa Lane, Vineyard Lane and Grapevine Circle for all purposes for which public ways are used in the Town of Georgetown, or take any other action in relation thereto.

Article 25: Continuous Building Area: Definitions and Word Usage: Additions and Subtractions (ATM18-29)

To see if the Town will vote to amend the Zoning Bylaw by amending §165-7 – Definitions and word usage - existing definition of “Continuous Building Area” by inserting the below-cited bold text and delete existing text in bold-strikethrough, or take any other action in relation thereto:

CONTINUOUS BUILDING AREA: **That portion of a lot comprised exclusively of connected upland and consisting of such upland square footage/acreage equal to or greater than the minimum lot size requirement for the zoning district in which the lot is situated; said upland shall ~~not include~~ exclude any freshwater wetland as delineated per Chapter 161, Wetlands Protection, ~~nor~~ and any pond or stream.** [Added 6-11-1990 ATM, Art. 37 (Amdt. No. 82)]

Comments – This amendment is proposed in order to provide an unambiguous definition of the term “Continuous Building Area”.

Action – Planning Board recommends to the Board of Selectmen the amendment be placed on the warrant for Annual Town Meeting to be voted upon by the registered voters of Georgetown. The Planning Board made this recommendation by a motion and vote during a public hearing on March 14, 2018. The Planning Board voted unanimously: 5 in the affirmative and 0 opposed.

Article 26: Open Space Residential Development (ATM18-30)

To see if the Town will vote to amend the Zoning Bylaw by inserting the below-cited bolded

ARTICLE XIX
Marijuana Businesses
[Added 5-5-2014 ATM, Art. 36 (Amdt. No. 180); amended
5-7-2018 ATM, Art. 23 (Amdt. No. 186)]

§ 165-156. Purpose and intent.

- A. To provide for the placement of Marijuana Businesses in suitable locations and to minimize adverse impacts on adjacent properties, residential neighborhoods, historic districts, schools, playgrounds and other locations where minors congregate by regulating the siting, design, placement, security, and removal of Marijuana Businesses.
- B. Provisions set forth in this section shall take precedence over all other sections of the Bylaw when considering applications related to the construction, operation, expansion, repair, and/or removal of lawful Marijuana Businesses.

§ 165-157. Establishment and delineation of Marijuana Business Overlay District.

- A. Establishment. For the purposes of this Bylaw, there is hereby established a Marijuana Business Overlay District ("MBOD"). Within the MBOD, all requirements of the underlying district(s) remain in effect, except where these regulations provide an alternative to such requirements. Land within the MBOD may be used either for (1) a Marijuana Business, in which case the requirements set forth in this section shall apply; or (2) a use allowed in the underlying district, in which case the requirements of the underlying district shall apply. If the provisions of the MBOD are silent on a zoning regulation, the requirements of the underlying district shall apply. If the provisions of the MBOD conflict with the requirements of the underlying district, the requirements of the MBOD shall control.
- B. Delineation. The MBOD is delineated on shown the official Zoning Map of the Town of Georgetown and the Town of Georgetown Zoning & Overlay Districts Map on file with the Planning Office.

§ 165-158. Scope of authority.

- A. The Planning Board shall act as the Special Permit Granting Authority (SPGA) for all Marijuana Business applications.

§ 165-159. Applicability.

- A. The cultivation, production, processing, assembly, packaging, retail or wholesale sale, trade, distribution or dispensing of marijuana is prohibited unless permitted by Special Permit as a Marijuana Business under this section, except as otherwise provided herein.
- B. No Marijuana Business shall be established except in compliance with the provisions of this Zoning Bylaw section and all other sections of the Town of Georgetown's Bylaws.
- C. Nothing in this Bylaw shall be construed to supersede federal and state laws governing the sale and distribution of narcotic drugs.

§ 165-160. Definitions.

Where not expressly defined in the Zoning Bylaws, terms used in the MBOD Bylaw shall be interpreted as defined in MGL c. 94G and MGL c. 94I and regulations promulgated and/or incorporated thereunder, and otherwise by their plain language. The following terms as used in this ordinance are defined as follows:

MARIJUANA — All parts of any plant of the genus Cannabis, not excepted below and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in MGL c. 94C, § 1; provided that "marijuana" shall not include: (1) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination; (2) hemp; or (3) the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other products.

MARIJUANA BUSINESS — A Registered Marijuana Dispensary, Marijuana Establishment, or any combination or part thereof.

MARIJUANA CULTIVATOR — Pursuant to MGL c. 94G, § 1 and regulations promulgated thereunder, an entity licensed to cultivate, process, and package marijuana, to deliver marijuana to marijuana establishments, and to transfer marijuana to other marijuana establishments, but not to consumers.

MARIJUANA ESTABLISHMENT — A marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer, or any other type of licensed marijuana related

business, for the non-medical use of marijuana, as set forth in MGL 94G, and regulations promulgated thereunder.

MARIJUANA RETAILER — Pursuant to MGL c. 94G, § 1 and regulations promulgated thereunder, an entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell, or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers (except that nothing in this definition or Bylaw shall allow for the consumption of marijuana on the premises where marijuana is sold).

REGISTERED MARIJUANA DISPENSARY (RMD) — As defined by 105 CMR 725.000, et al., as it may be amended or superseded, and pursuant to all other applicable state laws and regulations, means an entity registered under 105 CMR 725.100, also referred to and known as a Medical Marijuana Treatment Center, means an entity registered under 105 CMR 725.100, that acquires, cultivates, possesses, processes [including development of related products such as edible marijuana-infused products ("MIPs"), tinctures, aerosols, oils, or ointments], transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of marijuana.

§ 165-161. General Provisions.

An application for a Marijuana Business shall be reviewed by the SPGA for consistency with the provisions of this section. All proponents are required to provide a Site Plan Approval application to the SPGA demonstrating compliance with, or a written waiver request for, each of the following requirements in order to be deemed a complete application:

- A. **Administration.** Prior to construction, installation or modification of a Marijuana Business, a Site Plan Approval application shall be made pursuant to the provisions of § 165-83 in addition to the provisions of this article.
- B. **Compliance with Zoning Laws, Ordinances and Regulations.** The construction and operation of any Marijuana Business shall be consistent with all applicable local, state and federal requirements, including but not limited to all applicable safety, construction, electrical, and communications requirements.

- C. Fees. A Site Plan Approval application for a Marijuana Business must be accompanied by the filing fee established by the SPGA.
- D. General. All site and structural plans and maps shall be prepared, sealed and signed by a professional civil engineer licensed to practice in the Commonwealth of Massachusetts. All building plans and elevations shall be prepared, sealed and signed by an architect licensed to practice in the Commonwealth of Massachusetts.
- E. Submission requirements and required documents.
 - (1) As party of the Special Permit and Site Plan Approval process, the applicant shall demonstrate to the SPGA's satisfaction that the following design process was followed in determining the location of a proposed Marijuana Business;
 - (a) Understanding potential development sites. The first step is to inventory existing potential sites;
 - (b) Evaluating the proposed development sites. The second step is to evaluate the proposed site in its larger context by taking care to identify eligible locations as described in § 165-161I and beneficial or detrimental connections to surrounding land uses and activities;
 - (2) Zoning district designation for the parcel(s) of land comprising the project site [submission of a copy of a Zoning Map with the parcel(s) identified is suitable for this purpose];
 - (3) A proof of liability insurance that satisfies § 165-161G.
- F. Safety standards: Upon request by the SPGA, the owner and/or operator shall cooperate with local emergency services in developing an emergency response plan. The owner or operator shall identify a responsible person for public inquiries throughout the life of the facility.
 - (1) Emergency Services Plan. Prior to issuance of a building permit, the Marijuana Business owner and/or operator shall provide a written plan including but not limited to a project summary to the Town's Board of Selectmen, local safety officials including the Police Chief, Fire Chief and Building Inspector. The SPGA shall confirm adequacy of emergency access and safety procedures with the local safety officials prior to approval of any Site Plan for the Marijuana Business.

- (2) Unauthorized access. The Marijuana Business shall be designed to allow access within the area of the Marijuana Business to authorized personnel as well as state and municipal emergency personnel only.
- G. Proof of liability insurance. The applicant shall be required to provide evidence of liability insurance in an amount, and for the duration, sufficient to cover loss or damage to persons and property occasioned by the failure of the facility;
- H. Eligible locations. Any Marijuana Business facility permitted under this section shall be located only in a zoning district that is designated for its use within this Zoning Bylaw. No Marijuana Business use shall be located within 300 linear feet of a property line where the following zoning district, activity or use occurs, whether within the municipal borders of the Town of Georgetown or adjoining municipality;
- (1) Any Residential District as defined by Chapter 165;
 - (2) School, including a public or private elementary, vocational, or secondary school or a public or private college, junior college, or university;
 - (3) Any child-care facility;
 - (4) Library;
 - (5) Playground;
 - (6) Public park;
 - (7) Youth center;
 - (8) Public swimming pool;
 - (9) Religious institution;
 - (10) Video arcade facility;
 - (11) Similar facility in which minors commonly congregate in an organized, ongoing, formal basis;
 - (12) Any other Marijuana Business;
 - (13) Any drug or alcohol rehabilitation facility;
 - (14) Any correctional facility, half-way house or similar facility; or
 - (15) Any establishment licensed under the provisions of General Law, Chapter 138, Section 12.

- I. Separation. Distances shall be calculated by direct measurement from the nearest property line of the land used for school or child-care purposes or places where minors frequent or any other use listed above in § 165-161H to the nearest point of the property line of the proposed Marijuana Business parcel. The distance requirement may be reduced by a super majority vote of the full Planning Board, but only if: **[Amended 5-6-2019 ATM, Art. 18 (Amdt. No. 191)]**
 - (1) The applicant demonstrates that the Marijuana Business would otherwise be effectively prohibited within the municipality, and
 - (2) With regard to locations protected pursuant to § 165-161H(1) through (15), the applicant demonstrates that the Marijuana Business will employ adequate security measures to prevent diversion of marijuana to unauthorized minors.
- J. Visibility: There shall be no visual proof or visibility of use activities, products or treatment occurring within or on the premises of a Marijuana Business from the exterior of such facility or premises.

§ 165-162. Special permit review procedures and criteria.

The SPGA may grant a Special Permit and a Site Plan Approval and require that certain requirements be met as conditions of approval.

- A. Procedure. The Planning Board shall be the Special Permit Granting Authority (SPGA) for a Marijuana Business special permit application.
- B. Criteria. In the review and evaluation of an application and in making a final determination in writing, the SPGA shall consider but not be limited to the following as it pertains to a Marijuana Business:
 - (1) Complies with all requirements set forth in this section;
 - (2) Minimizes visual impact by controlling off-site visibility of parking, storage, or other outdoor service areas viewed from public ways and places or land residentially used or zoned;
 - (3) Provides adequate stormwater management and other utilities consistent with the functional requirements of the Town of Georgetown Subdivision Rules and Regulations, Department of Environmental Protection, Massachusetts Stormwater Management Handbook (as revised);

- (4) Maximizes pedestrian and vehicular safety on-site, including points of ingress and egress;
 - (5) Minimizes glare from headlights and lighting intrusion;
 - (6) Minimizes unreasonable departure from character, materials, and scale of buildings in the vicinity, as viewed from public ways and places or premises residentially used or zoned;
 - (7) Ensures compliance with the provisions of the Town of Georgetown's Zoning Bylaw, including parking, signs, landscaping, environmental standards and other pertinent sections;
 - (8) Specific use is an appropriate location for such a use;
 - (9) Nuisance is not expected to be created by the use;
 - (10) Provides adequate access to each structure for emergency service equipment;
 - (11) Facility shall be constructed and operated in a manner that minimizes adverse visual, safety and environmental impacts;
 - (12) Proposed Marijuana Business does not create a nuisance to abutters or to the surrounding area, or which creates any hazard, including but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area.
- C. Special Permit conditions. The SPGA may impose conditions reasonably appropriate to improve site design, traffic flow, public safety, protect water quality, air quality, and significant environmental resources, preserve the character of the surrounding area and otherwise serve the purpose of this section. In addition to any specific conditions applicable to the applicant's Marijuana Business, the SPGA may include the following conditions in any special permit granted under this Bylaw;
- (1) Hours of operation, including dispatch of home deliveries;
 - (2) The permit holder shall file a copy of any Incident Report required under regulations promulgated in accordance with MGL c. 94C, MGL c. 94G, or MGL c. 94I, with the Zoning Enforcement Officer and the SPGA within 24 hours of creation by the Marijuana Business. Such reports may be

redacted as necessary to comply with any applicable state or federal laws and regulations;

- (3) The permit holder shall file a copy of any summary cease and desist order, cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by DPH or the Division of Administrative Law Appeals, as applicable, regarding the Marijuana Business with the Zoning Enforcement Officer and SPGA within 48 hours of receipt by the Marijuana Business;
 - (4) The special permit shall lapse within five years of its issuance. If the permit holder wishes to renew the special permit, an application to renew the special permit must be submitted at least 120 days prior to the expiration of the special permit;
 - (5) The special permit shall be limited to the current applicant and shall lapse if the permit holder ceases operating the Marijuana Business;
 - (6) The special permit shall lapse upon the expiration or termination of the applicant's registration by Department of Public Health ("DPH") or the Cannabis Control Commission ("CCC");
 - (7) The permit holder shall notify the Zoning Enforcement Officer and SPGA in writing within 48 hours of the cessation of operation of the Marijuana Business or the expiration or termination of the permit holder's registration with DPH or CCC.
- D. Application. In addition to the materials required under Town of Georgetown Article XIII of Chapter 165, the applicant shall include:
- (1) A copy of its registration from the DPH or the CCC;
 - (2) A detailed floor plan of the premises of the proposed Marijuana Business that identifies the square footage available and describes the functional areas of the Marijuana Business, including areas for any preparation of MIPs;
 - (3) Detailed site plans that include the following information:
 - (a) Compliance with the requirements for parking and loading spaces, for lot size, frontage, yards and heights and coverage of buildings, and all other provisions of this

Bylaw and Chapter 165 of Town of Georgetown Zoning Bylaws;

- (b) Convenience and safety of vehicular and pedestrian movement off the site, if off-site vehicular and pedestrian traffic can reasonably be expected to substantially affected by on-site changes;
 - (c) Adequacy as to the arrangement and the number of parking and loading spaces in relation to the proposed use of the premises, including designated parking for home delivery vehicle(s), as applicable;
 - (d) Design and appearance of proposed and/or existing buildings, structures, freestanding signs, screening and landscaping; and
 - (e) Adequacy of water supply, surface and subsurface drainage and light.
- (4) Description of the security measures, including employee security policies, approved by DPH or CCC for the Marijuana Business;
 - (5) Copy of the emergency procedures approved by DPH or CCC for the Marijuana Business;
 - (6) Copy of the policies and procedures for patient or personal caregiver home-delivery approved by DPH or CCC for the Marijuana Business;
 - (7) Copy of the policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Businesses;
 - (8) Copy of proposed waste disposal procedures; and
 - (9) Description of any waivers from DPH or CCC regulations issued for the Marijuana Business;
 - (10) Distance in linear foot from property line to property line of any zoning district, activity or use occurs as described in § 165-161H.
- E. Notification. Any new applications sought under this section must be publically advertised for a period of no less than fourteen (14) days, not including the date of the required special permit public hearing. Abutters within three hundred (300) feet shall be

notified in writing of said application, and include any and all dates and locations of public hearings on said application.

The SPGA shall refer copies of the application to the Building Department, Fire Department, Police Department, Board of Health, the Conservation Commission, the Highway Department, Board of Water Commissioners, and the Planning Board. These boards/departments shall review the application and shall submit their written recommendations. Failure to make recommendations within 35 days of referral of the application shall be deemed lack of opposition.

- F. Waivers. The SPGA may waive, by an affirmative majority vote, any of the submittal and design requirements if it determines that strict compliance with those submittal and design requirements, because of the size or unusual nature of proposed building(s), structure(s), lay of the land, may not be in the best interest of the Town, the general public and/or an undue hardship on the applicant.
- G. Final action. After notice and public hearing and consideration of application materials, consultant reviews, public comments, and the recommendations of other town boards and departments, the SPGA may act upon such a special permit. No Marijuana Business shall be erected, constructed, installed or modified as provided in this section without first obtaining a Site Plan Approval decision from the SPGA and a building permit from the Building Inspector.
- H. Modifications to approved site plan. All material modifications to a Marijuana Business made after issuance of the required permit shall require approval by the SPGA as provided in this section. Modifications to an approved Site Plan shall be allowed upon submission of a written description to the SPGA of the proposed modifications. The request for modification shall be subject to the submittal, review and hearing procedures as required for new filings unless the SPGA finds that the proposed modifications satisfy the review criteria and the Site Plan as modified would be consistent with the originally approved plan and therefore a new public hearing may not be required.
- I. Appeals. The decision of the SPGA and/or Building Inspector made on any project subject to the provisions of this section may be appealed pursuant to the provisions of § 165-98 of Town of Georgetown's Zoning Bylaw.
- J. Enforcement. Enforcement of violations of any approvals and conditions of approvals, including violations of any development

and/or performance standards identified in this section shall be governed by § 165-97 of the Town of Georgetown Zoning Bylaw.

- K. Severability. The provisions of this Bylaw are severable. If any provision, paragraph, sentence, or clause of this Bylaw or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Bylaw.
- L. Issuance of building permit. No building permit for a Marijuana Business shall be issued until the SPGA has rendered its decision on the Special Permit and Site Plan Approval application and the appeals period pursuant to MGL c. 40A, § 17 has lapsed or any appeal taken has been finally resolved. Any site clearing or disturbance done on a site ultimately for the purpose of a Marijuana Business without a building permit shall be deemed improper clearing, a violation of the provisions of the Town of Georgetown Zoning Bylaw and shall be enforced pursuant to the provisions of Article XVI of the Town of Georgetown Zoning Bylaw.
- M. (Reserved)
- N. Expiration. A permit issued pursuant to this ordinance shall expire if:
 - (1) A Marijuana Business is not installed and operational within 48 months from the date the permit is issued; or,
 - (2) A Marijuana Business is abandoned or deemed abandoned pursuant to this ordinance.
- O. Violations. It shall be unlawful for any person to construct, install, or operate a Marijuana Business that is not in compliance with this section or with any condition contained in a permit issued pursuant to this section.

§ 165-163. Development and performance standards.

Any proposed Marijuana Business shall be subject to development and performance standards, as set forth below, for the placement, design, construction, monitoring, modification and removal. Such development and performance standards exist to address public safety and minimize impacts on resources of the Town. Whereas all projects must demonstrate compliance with applicable provisions of Chapter 165, the following standards shall be in addition to or take precedence over design standards of § 165-83 and Appendix 4 Intensity of Use Schedule:¹

A. Dimension and density requirements.

- (1) Setbacks. The purpose of setbacks is to mitigate adverse impacts on abutting properties. For Marijuana Business, compliance with front, side and rear setbacks shall be as follows:
 - (a) Front yard. The front yard shall have a depth at least 20 feet from the property line provided, however, where the locus abuts a conservation use, recreational use or residential use district, the front yard shall not be less than 50 feet;
 - (b) Side yard. Each side yard shall have a depth at least 20 feet from the property line provided, however, where the locus abuts a conservation use, recreational use or residential district, the side yard shall not be less than 50 feet;
 - (c) Rear yard. The rear yard depth shall be at least 25 feet from the property line provided, however, that where the locus abuts a conservation use, recreation use or residential district, the rear yard shall not be less than 50 feet;
- (2) The SPGA may grant a waiver from setback requirements if the applicant can demonstrate:
 - (a) Failing to do so would render the siting of the Marijuana Business unfeasible; and
 - (b) The waiver will not impede access or egress for maintenance personnel or emergency responders; and
 - (c) The waiver will not adversely affect the intent of this bylaw section in terms of development and design standards.

B. Design standards.

- (1) Lighting. Lighting of a Marijuana Business shall be consistent with local, state and federal law. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting properties. Where

feasible, lighting of the RMD shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.

(2) Landscaping. Applicant shall submit a Landscape Plan detailing the following:

(a) All proposed changes to the landscape of the site, including temporary or permanent roads or driveways, grading, area of vegetative clearing, all proposed vegetative screening and/or fencing and planting, exterior lighting and structures;

(b) Planting design shall include details of the types and size of plant materials. To the extent feasible or practicable, landscaping shall be designed in an environmentally sensitive manner with non-invasive drought-tolerant native plants, so as to reduce irrigation needs and heating and cooling needs;

(c) All landscaped areas shall be properly maintained and monitored for at least two growing seasons. Shrubs or trees that die shall be replaced by the applicant or property owner within one growing season. The long-term maintenance of approved landscaping shall be the responsibility of the individual or entity identified in the application for facilities maintenance purposes.

(3) Signage. Signs on a Marijuana Business shall comply with the provisions of Article X of Town of Georgetown Zoning Bylaws and shall be limited to:

(a) Location, materials and details of proposed signs shall be submitted;

(b) A sign consistent with a municipality's sign bylaw shall be required to identify the owner and provide a twenty-four-hour emergency contact phone number;

(c) Facility shall not be used for displaying any advertising except for reasonable identification of the operator;

C. Land clearing, soil erosion and habitat impacts. Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the Marijuana Business and per best management practices and otherwise prescribed by applicable laws, regulations, and bylaws, particularly but not limited to Town of Georgetown's Chapter 49

Earth Removal and Chapter 57 Erosion and Stormwater Control. The limit of work shall be shown on the submitted Site Plan.

- D. Operation and maintenance. The applicant, owner or operator shall maintain the facility in good condition. The individual or entity responsible for maintenance shall be clearly identified in the application. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the Fire Chief and other public safety officials. The owner or operator shall be responsible for the cost of maintaining the Marijuana Business and any access road(s) and the cost of repairing any damage occurring as a result of operation and construction. The owner and/or operator shall be responsible for all activities identified on said plan until the facility is closed.
- E. Removal and decommissioning.
 - (1) Removal requirements. Any Marijuana Business that will be closed, has been closed or is determined to be abandoned in a manner consistent with Article XV of Town of Georgetown's Zoning Bylaw shall be removed. The owner or operator shall have completely physically removed the facility, as it pertains to the interior of the structure and specialized to the use of a Marijuana Business, no more than 150 days after the date of discontinued operations. At least 30 days prior to the proposed date of discontinuation of operations, the owner or operator shall notify the SPGA and the Building Inspector by certified mail of the proposed date of discontinued operations and include plans for removal.
 - (2) Decommissioning shall consist of:
 - (a) Physical removal of all specialized structures and equipment required for a Marijuana Business facility;
 - (b) Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.

Peak Limited, LLC - Request of costs incurred by Town in relation to Marijuana Establishment

Islam, Ashfin

Tue 6/15/2021 11:02 AM

To: 'townclerk@georgetownma.gov' <townclerk@georgetownma.gov>;

To Whom It May Concern:

This office represents Peak Limited, LLC (the "Company") in connection with the licensing and permitting of its marijuana establishment located at [114 Jewett Street, Georgetown, Massachusetts](#) (the "Marijuana Establishment"). The Company's license from the Cannabis Control Commission ("CCC") for the Marijuana Establishment is currently up for renewal, and as part of its renewal process, the Company must request the records of any costs incurred by its host municipality, reasonably related to the operation of the Marijuana Establishment.

Accordingly, pursuant 935 CMR 500.103(4)(f) and the CCC's renewal application requirements, we are respectfully requesting the records of any costs incurred by the Town of Georgetown reasonably related to the operation of the Marijuana Establishment. In accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Please do not hesitate to contact me directly at 617-515-3272 if you have any comments or questions. Thank you in advance for your assistance.

Best,

Ashfin

Ashfin Islam



Prince Lobel Tye LLP

[One International Place, Suite 3700](#)

[Boston, Massachusetts 02110](#)

617 960 8165 Direct

617 515 3272 Mobile

[\[aislam@princelobel.com\]](mailto:aislam@princelobel.com)aislam@princelobel.com



Marijuana Establishment Municipal Response
Attestation

In accordance with Section 935 CMR 500.103(4)0 of the Massachusetts Code of Regulations, and in support of the renewal application of Peak Limited LLC (the "Applicant") the undersigned Matthew Kumph, Owner and Manager of the Applicant, hereby confirms and certifies to the Cannabis Control Commission (the "CCC") that:

1. On June 15, 2021 counsel for the Applicant submitted a written request to the Applicant's Host Community requesting records of any costs to the municipality reasonably related to the operation of the Applicant's Marijuana Establishment;
2. The Applicant has provided a copy of the request in connection with its renewal application; and
3. As of the date of this attestation, **no response** has been received from the Host Community

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of July 21, 2021

Matthew Kumph

Name: Matthew Kumph

Peak Limited LLC

Plan for Positive Impact

Peak Limited LLC (the “**Company**”) is basing its headquarters in Georgetown, MA, an area that has not been identified by the Commission as an area of disproportionate impact. However, Haverhill, Lowell and Lynn are located approximately 6.5, 23 and 22 miles (respectively) from Georgetown. Collectively, Haverhill, Lowell and Lynn shall be referred to herein as the “**Target Areas**”. Accordingly, the Company intends to focus its efforts in those communities and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

The Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

Goals:

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, **at least 25% of its employees** from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;
2. Contribute a minimum of **forty (40) hours** of volunteer time to charitable groups serving the Target Areas;
3. Contribute a minimum of **Ten Thousand and 00/100 Dollars (\$10,000.00)** to charitable groups serving the Target Areas and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions; and
4. Provide educational programs and informational sessions geared towards individuals interested in the cannabis industry, with specific focuses on marijuana cultivators, product manufactures or retailers and entrepreneurship, at least **twice** a year.
5. Host two (2) events through its “Reach Your Peak” initiative.

Programs:

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Areas or Massachusetts residents who have past drug convictions it shall post **monthly notices** for at least **three (3) months** during the hiring process at the municipal offices of the Target Areas and in newspapers of general circulation in the Target Areas, including but not limited to, **the Haverhill Gazette, Lowell Sun and Lynn Daily Item**, these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, for employment.

Peak Limited LLC

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. In an effort to ensure that it will meet its volunteering goals, the Company will encourage its employees to volunteer by providing work related incentives such as 2-4 paid volunteer days with charitable groups serving the Target Areas, such as Team Haverhill's "Small Projects-Big Impacts".
3. In an effort to ensure that it will meet its contribution goals, the Company has met with representatives from Team Haverhill's "Small Projects-Big Impacts" and confirmed their willingness to work with the Company. Please see the attached letter from Team Haverhill, Inc.
4. In an effort to ensure that the Company provides opportunities for individuals from the Target Areas and/or Massachusetts residents who have past drug convictions to attend its educational events the Company shall post monthly notices at least two months two (2) weeks prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, the Haverhill Gazette, Lowell Sun and Lynn Daily Item, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in a Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.
5. In an effort to ensure that the attendees at its Reach Your Peak events are individuals from the Target Areas and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions, the Company shall post a notice at the municipal offices of the Target Areas at least two (2) weeks prior to each session. The Company will also post weekly notices at least two (2) weeks in advance of each session in newspapers of general circulation in those municipalities such as the Haverhill Gazette, Lowell Sun and Lynn Daily Item. The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4) with respect to these events. The abovementioned notices for these events, and the events themselves, will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing. In an effort to ensure that it meets its event goals for the Reach Your Peak initiative, the Company will identify one of the members of its management team as its "Reach Your Peak Liaison" and task that member with planning trips and programs centered around outdoor activities, including but not limited to hiking, foliage tours, biking, paddle boarding, kayaking, canoeing, white water rafting, and skiing. The Company is passionate about this program and believes that it will have a positive impact on these communities and residents by providing individuals with opportunities to experience the outdoors.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4) with respect to accomplishing the foregoing goals. The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

Peak Limited LLC

Annual Review:

Each year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Areas, or other areas of disproportionate impact as defined by the Commission; or (ii) have past drug convictions;
2. Identify the amount of volunteer support as well as the amount of charitable donations the Company has made during the positive impact plan year, and to which organizations those donations went (documentation from said charities about whether or not they serve the Target Areas or other areas of disproportionate impact, or residents with previous drug convictions, will be available for inspection by the Commission upon request); and
3. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that: (1) it has confirmed that all of the abovementioned charities have (or will) accepted donations from the Company; (2) it 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; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.

Team Haverhill, Inc.
P.O. Box 5034
Haverhill, MA 01835



May 14, 2019

To Whom It May Concern;

I am writing this letter to confirm that I have spoken with Matthew Kumph of Peak Limited LLC, and am excited to learn about his commitment to Team Haverhill projects and the Haverhill community on the whole.

Team Haverhill is an independent, volunteer action group dedicated to making Haverhill a better place to live, learn, work and play. We are always in need of additional volunteers and support. Peak Limited's pledge to support our Small Projects Big Impact initiative and our annual River Ruckus festival will make a difference.

Our Small Projects - Big Impact initiative focuses on multiple small community projects each year that make a positive impact in our city. These are usually hands-on painting, planting and clean-up projects. Most of these projects involve several weeks of planning and a team of 10-20 volunteers on project-day.

Team Haverhill's River Ruckus is an annual festival featuring live music, a classic car show, the Kids Zone, great local foods, and spectacular fireworks over the Merrimack River. The festival brings the community together for a day of family fun along the Riverwalk and the Riverfront Cultural District; to boost the local economy; and to boast about what Haverhill has to offer. The River Ruckus is Haverhill's largest free community festival and takes hundreds of volunteer hours in planning and event-day support.

Team Haverhill looks forward to the volunteer efforts and support of Matthew Kumph and his organization. Please feel free to contact me directly for any additional information. I am happy to answer any questions about Team Haverhill, Inc. and the role we play in our community.

Respectfully,

A handwritten signature in blue ink that reads "Kevin M. Burke".

Kevin Burke
President
Team Haverhill, Inc.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Special Filing Instructions

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001329934

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

2a. Location of its principal office:

No. and Street: 114 JEWETT STREET

City or Town: GEORGETOWN

State: MA

Zip: 01833

Country: USA

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

No. and Street: 114 JEWETT STREET

City or Town: GEORGETOWN

State: MA

Zip: 01833

Country: USA

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

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC SHALL BE MANUFACTURING, AND ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS LIMITED LIABILITY COMPANY IS AUTHORIZED TO ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: ROBERT P. MALONEY

No. and Street: PRINCE LOBEL TYE LLP

ONE INTERNATIONAL PLACE, SUITE 3700

City or Town: BOSTON

State: MA

Zip: 02110

Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MATTHEW KUMPH	114 JEWETT STREET GEORGETOWN, MA 01833 USA
MANAGER	KENNETH KUMPH	114 JEWETT STREET GEORGETOWN, MA 01833 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	KENNETH KUMPH	114 JEWETT STREET GEORGETOWN, MA 01833 USA
REAL PROPERTY	MATTHEW KUMPH	114 JEWETT STREET GEORGETOWN, MA 01833 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 31 Day of May, 2018,
KENNETH KUMPH
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

May 31, 2018 12:04 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

PEAK LIMITED LLC

OPERATING AGREEMENT

A Massachusetts Limited Liability Company

THIS OPERATING AGREEMENT of Peak Limited LLC (the "**Company**") is made effective as of the 15th day of October, 2018 by and between Kenneth Kumph and Matthew Kumph as the initial managers of the Company (collectively, the "**Managers**," and each individually, a "**Manager**"), and the persons executing this agreement as the members of the Company (the "**Members**").

NOW THEREFORE the Members, the Managers and the Company agree as follows:

ARTICLE 1 - DEFINED TERMS

Section 1.1 **Definitions**. In addition to the terms defined elsewhere in this Agreement, the terms defined in this Article shall, for the purposes of this Agreement, have the meanings herein specified.

(a) "**Act**" means the Massachusetts Limited Liability Company Act, as the same may be amended from time to time.

(b) "**Certificate**" means the Certificate of Organization of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company pursuant to the Act.

(c) "**Code**" means the United States Internal Revenue Code of 1986, as amended from time to time, or any corresponding Federal tax statute enacted after the date of this Agreement.

(d) "**Percentage Interest**" shall mean, with respect to any Member, as of any date, the percentage set forth on Exhibit A attached hereto. In the event that all or any portion of a Member's interests are transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Percentage Interest of the transferor.

(e) "**Person**" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

(f) "**Profits**" or "**Losses**" means, for each fiscal year, an amount equal to the Company's taxable income or loss for such fiscal year, determined in accordance with Section 703, 704 and 705 of the Code (but including in taxable income or loss, for this purpose, all items of income, gain, loss or deduction required to be stated separately pursuant to Section 703(a)(1) of the Code), with such adjustments as are required by the Code or are deemed necessary or desirable by the Managers.

(g) "**Regulations**" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE 2 - FORMATION AND TERM

Section 2.1 **Formation**. The Members and the Company agree to form the Company as a limited liability company pursuant to the provisions of the Act, and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein. The Managers shall execute, deliver and file the Certificate and any and all amendments thereto and restatements thereof.

Section 2.2 Term. The term of the Company shall commence on the date the Certificate is filed with the Massachusetts Secretary of State's Office, and shall continue until the Company is dissolved in accordance with the provisions of this Agreement and the Act.

Section 2.3 Registered Agent and Office. The Company's registered agent and office shall be Robert P. Maloney, Prince Lobel Tye LLP, One International Place, Suite 3700, Boston, MA 02110. At any time, the Managers may designate another registered agent and/or registered office.

Section 2.4 Principal Place of Business. The principal place of business of the Company shall be located at 114 Jewett Street, Georgetown, MA 01833. At any time, the Managers may change the location of the Company's principal place of business.

Section 2.5 Purpose. The purpose of the Company shall be to engage in manufacturing, and to engage in any all business in which a Massachusetts limited liability company is authorized to engage.

ARTICLE 3 - MEMBER

Section 3.1 Powers of Member. No Member shall have any power with regard to the management of the Company except pursuant to the express terms of this Agreement.

Section 3.2 Distributions. Distributions to the Members shall be made pro rata, in proportion to their respective Percentage Interests, as, if and when the Managers determine that such distributions are appropriate in their sole discretion. In this regard, the Managers may consider such matters as the repayment of obligations to creditors and the setting aside of amounts to be retained by the Company for any purpose, including the conduct of the Company's business affairs. Distributions may be made in cash or in other property, as reasonably determined by the Managers. Distributions other than in cash shall be valued as reasonably determined by the Managers.

(a) Prohibited Distributions. Notwithstanding anything to the contrary contained herein, the Company shall not make any distribution to the Member if such distribution would violate the Act or other applicable law.

(b) Withholding Taxes. The Company is authorized to withhold from distributions to the Members, and to pay over to a federal, state or local government, any amounts required to be withheld pursuant to the Internal Revenue Code of 1986, as amended, or any other provisions of any other federal, state, local or foreign law. Any amounts so withheld shall be treated as having been distributed to the Members pursuant to Section 5.3 for all purposes of this Agreement.

Section 3.3 Restrictions on Admission. No Person may become a Member unless he, she or it qualifies as a party allowed to hold an interest in all licenses and registrations held by the Company, including to the extent applicable: (a) a Registered Marijuana Dispensary Certificate of Registration issued pursuant to (1) the Humanitarian Medical Use of Marijuana Act, Ch. 369 of the Acts of 2012 and its implementing regulations 105 CMR 725.000, et seq. or (2) Mass. General Laws Ch. 94I and its implementing regulations 105 CMR 725.000, et seq. as applicable; and/or (b) a Marijuana Establishment pursuant to Mass. General Laws Ch. 94G and its implementing regulations 935 CMR 500.000, et seq., each as applicable to the Company's business.

ARTICLE 4 - CAPITAL ACCOUNTS, CONTRIBUTIONS AND ALLOCATIONS

Section 4.1 Capital Accounts. A Capital Account shall be established and maintained on the books and records of the Company for each Member (each, a "Capital Account") in accordance with the provisions of this Section 4.1 and Section 1.704-1(b) of the Code and the regulations issued thereunder. Each Member has made a Capital Contribution to the Company and shall have initial Capital Account

balances equal to the amount of his or her Capital Contribution.

(i) To each Member's Capital Account there shall be credited such Member's Capital Contributions, such Member's distributive share of Profits and the amount of any Company liabilities assumed by such Member or that are secured by any Company Property distributed to such Member.

(ii) To each Member's Capital Account there shall be debited the amount of cash and the Gross Asset Value of any Company Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Losses, and the amount of any liabilities of the Company assumed by such Member or that are secured by any property contributed by such Member to the Company.

(iii) In the event that all or a portion of any interest in the Company is Transferred in accordance with this Agreement, the Transferee shall succeed to the Capital Account of the Transferor to the extent it relates to the Transferred interest.

The foregoing provisions, and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Section 1.704-1(b) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. In the event that the Managers shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Company or the Members) are computed in order to comply with such Regulations, the Managers may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Member pursuant to this operating agreement upon the dissolution and liquidation of the Company. The Managers shall also (i) make any adjustments necessary or appropriate to maintain equality between the aggregate Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes in accordance with Regulations Section 1.704-1(b)(2)(iv)(q) and make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Regulations Section 1.704-1(b).

Section 4.2 Profits and Losses. Profits and losses shall be allocated in a manner complying with the requirements of Code Sections 704, 705 and 706 and the Treasury Regulations thereunder.

Section 4.3 Member's Interest. No Member has any interest in specific Company property, unless and until distributed to such Member.

Section 4.4 Status of Capital Contributions. No Member shall be required to lend any funds or make Capital Contributions to the Company or to make any additional Capital Contributions to the Company.

ARTICLE 5 - MANAGEMENT

Section 5.1 Management of the Company. The Company shall be managed exclusively by the Managers. The Managers shall have full, sole and exclusive and complete discretion, right, power, and authority to manage, control and make all decisions affecting the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company on the terms provided herein, deemed by the Managers to be necessary or appropriate to effectuate the business, purposes and objectives of the Company as set forth in this Agreement. The Managers, with the consent of the Members, may amend this Agreement. A Manager may resign by giving at least five (5) days written notice to all of the Members. A Manager may be removed by the majority vote of the Members by an instrument in writing.

Section 5.2. Limitation of Liability. Except to the extent that the Massachusetts General Laws prohibits the elimination or limitation of liability of managers for breaches of fiduciary duty, no Manager shall

be personally liable to the Company or its Members for monetary damages for any breach of fiduciary duty as a Manager, officer or agent of the Company, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any Manager for or with respect to any acts or omissions occurring prior to such amendment.

Section 5.3 Indemnification. The Company shall, to the fullest extent permitted by law, indemnify any Manager made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of being a Manager, officer or agent of the Company or any predecessor entity, provided, however, that the Company shall indemnify any such director or officer in connection with a proceeding initiated by such Manager, officer or agent only if such proceeding was authorized by the Members of the Company.

(a) The indemnification provided for in this Section 5.3 shall: (i) not be deemed exclusive of any other rights to which those indemnified may be entitled under this Agreement or any other agreement or vote of members or disinterested managers or otherwise, both as to action in their official capacities and as to action in another capacity while holding such office, (ii) continue as to a person who has ceased to be a Manager, officer or agent of the Company, and (iii) inure to the benefit of the heirs, executors and administrators of a person who has ceased to be a Manager, officer or agent of the Company. The Company's obligation to provide indemnification under this Section 5.3 shall be offset to the extent of any other source of indemnification or any otherwise applicable insurance coverage under a policy maintained by the Company or any other person.

(b) Expenses incurred by a Manager, officer or agent of the Company of the Company in defending a civil or criminal action, suit or proceeding by reason of the fact that he or she is or was a Manager, officer or agent of the Company shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Manager, officer or agent of the Company to repay such amount if it shall ultimately be determined that applicable law requires that he or she not be indemnified by the Company. Notwithstanding the foregoing, the Company shall not be required to advance such expenses to a Manager, officer or agent of the Company who is a party to an action, suit or proceeding brought by the Company that alleges willful misappropriation of corporate assets, disclosure of confidential information or any other willful and deliberate breach by such Manager, officer or agent of the Company of his or her duty to the Company or its members.

(c) The foregoing provisions of this Section 5.3 shall be deemed to be a contract between the Company and each Manager, officer or agent who serves in such capacity at any time while this Agreement is in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts.

Section 5.4 Reliance by Third Parties, Apparently Authority. Any person dealing with the Company may rely on a certificate signed by the Managers as to any of the following: (i) the identity of the Members and Managers hereunder; (ii) the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Managers or the Members or are in any other manner germane to the affairs of this Company; (iii) whether a specified Person is authorized to execute and deliver any instrument or document of the Company; (iv) the authenticity of any copy of this Agreement and amendments thereto; or (v) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member or Manager.

ARTICLE 6 - BOOKS AND RECORDS

Section 6.1 Books and Records; Accounting. The Manager(s) shall keep or cause to be kept at the address of the Company (or at such other place as the Manager(s) shall determine in its discretion) during the term of the Company true and complete accounts, books and records regarding the business and financial condition of the Company and copies of the Company's federal, state, and local income tax

returns and financial statements for the six most recent years. Any Member will be granted access to inspect and copy Company records during normal business hours and with reasonable advance notification at the requesting Member's expense.

Section 6.2 Financial Statements. The Company will send to all Members not more than 90 days after the end of each Fiscal Year a financial report prepared in accordance with accounting principles used to prepare the Company's federal income tax return and the information and statements needed by the Members to enable them to prepare their federal, state and local tax returns for such period. Tax returns and financial statements shall be prepared by an accountant selected by the Manager(s).

Section 6.3. Tax Elections. The Managers are hereby authorized to make elections and prepare and file returns regarding any federal, state or local tax obligations of the Company, and to serve as the "Tax Representative" of the Company for purposes of Section 6231(a)(7) of the Code, with power to manage and represent the Company in any administrative proceeding of the Internal Revenue Service in his sole discretion, provided that he shall make any tax election requested by the remaining Members holding a Majority Interest if such election does not materially increase the tax obligations of any other Member.

ARTICLE 7 - DISSOLUTION, LIQUIDATION AND TERMINATION

Section 7.1 Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events: (a) upon the election of the Members by a majority vote; (b) the entry of a decree of judicial dissolution under the Act; or (d) the sale or disposition of all or substantially all of the property of the Company.

Section 7.2 Liquidation. Upon dissolution of the Company, the Managers shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, have been distributed to the Members in the manner provided for in this Article and the Certificate has been cancelled in the manner required by the Act.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

MEMBERS:

By: Kenneth Kumph
Kenneth Kumph

By: Matthew Kumph
Matthew Kumph

MANAGERS:

By: Kenneth Kumph
Kenneth Kumph

By: Matthew Kumph
Matthew Kumph

Exhibit A

PERCENTAGE INTERESTS

Member	Percentage Interest
Kenneth Kumph	49%
Matthew Kumph	51%



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

William Francis Galvin
Secretary of the
Commonwealth

September 12, 2019

TO WHOM IT MAY CONCERN:

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

PEAK LIMITED LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 31, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are:
MATTHEW KUMPH, KENNETH KUMPH

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MATTHEW KUMPH, KENNETH KUMPH**



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
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0847540096
Notice Date: October 4, 2019
Case ID: 0-000-879-108



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PEAK LIMITED LLC
114 JEWETT ST
GEORGETOWN MA 01833-1814

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Plan for Obtaining Liability Insurance:

Peak Limited LLC (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company 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, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence. The Company will provide insurance vendors with the opportunity to enter into a competitive bidding process. The Company will obtain quotes for liability insurance from both insurance providers who specialize in the cannabis industry, such as Viridis, as well as global industry insurance providers like Brown and Brown.

High valued assets, cultivation and manufacturing of federally illegal products, and constantly changing regulations and guidelines will require an inclusive, yet versatile insurance coverage plan that ensures the protection of the Company’s most valuable assets, its people, property and products. Each potential vendor will be provided with the opportunity to conduct complete facility walkthroughs and the Company will select the vendor that provides it with the strongest coverage and the best rate.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “**Liability Insurance Escrow Account**”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s Record Retention Policy (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.

Business Plan

Kenneth and Matthew Kumph have organized Peak Limited, LLC for the purpose of obtaining a marijuana product manufacturer license and a marijuana cultivator license for both 113 Jewett Street and 114 Jewett Street, Georgetown, MA (for a total of four licenses). In no event shall either or both licenses for a given property permit Peak Limited, LLC to exceed the limitations described in 935 CMR 500.

If Peak Limited, LLC receives the licenses, it will lease, as tenant, a portion of an existing building at 114 Jewett St., Georgetown, MA from its owner, Premier Holdings, LLC, and remodel the leased portion into a fully compliant marijuana establishment (e.g., a product manufacturer or cultivator) that is fully approved by the Town of Georgetown authorities.

Similarly, Peak Limited, LLC will lease the entire property located at 113 Jewett St., Georgetown, MA from Premier Builders, Inc. for the purposes of operating a fully compliant marijuana establishment (e.g., a product manufacturer or cultivator) that is fully approved by the Town of Georgetown authorities. This Marijuana Establishment project shall include the construction of a new building on the property, outfitted for cultivation and production.

Matthew Kumph is the CEO of Peak Limited. Matthew attended Norwich University and obtained a bachelor's degree in construction management from Wentworth Institute. While there, Matt studied with some of the best construction minds in Massachusetts. He holds a certification in OSHA-30, a Hoisting Engineers License, a Wentworth Construction Certificate, a Lean Construction certification and a BIM Professional Certificate. Matthew is a manager, a leader and a construction professional who knows not only how to build homes, but also how to build a business. Over the last decade, Matt has grown from a site supervisor to general superintendent and VP at Premier Builders.

Matt is a lifelong resident of northeastern Massachusetts and has deep roots in the community. Many local officials know him by name, giving him a unique advantage when it comes to securing necessary approvals. His business is built on the good name of his family, something he works every day to uphold.

Matt also is a committed outdoorsman. As a Boy Scout, he learned the importance of preserving and appreciating the natural world. The skills he learned in achieving the rank of Life scout still carry through his activities, and he is committed to being as environmentally friendly as possible. At every free opportunity, Matt is out exploring nature, including hiking.

Kenneth Kumph is an owner of Peak Limited, LLC and President of Premier Builders, Inc. Ken has over thirty years of experience in commercial and residential construction. As the president of Premier Builders, Ken grew the business from a small operation to one that now employs twenty local residents. Ken got his start as a carpenter's apprentice before working his way up the ladder to become a project manager and eventually setting out on his own.

As a lifelong Massachusetts resident, Ken believes it is critical to give back to the place that gave him so much. He is a member of the Georgetown Athletic Association, and coaches and donates regularly to local youth sports. Ken's business sponsors local teams and he donated the

labor and materials to construct new baseball facilities, dugouts and equipment sheds at Georgetown High School. Ken also sponsors events in local schools, including Senior Graduate Safe Week and educational trips around the country.

Ken also routinely donates time and materials to help the less fortunate. He was a team leader for Habitat for Humanity's Builders Blitz where they constructed a duplex home for two families in less than a week. He also volunteered 16 members of his crew to help renovate and install finish carpentry for a building in Ipswich

Ken holds a Bachelor's degree in building construction from Wentworth Institute of Technology. He is a member of the board of the Cabinet Makers Association, and is a member in good standing of the National Home Builders Association and the National Kitchen and Bath Association.

Upon licensure, Peak Limited's management will take a phased approach to production and hiring because it believes it will lead to the attainment of the highest levels of compliance and product quality.

Peak Limited intends to focus a large portion of its efforts into developing good business relationships with other licensed marijuana establishments and enable its sales staff to meet and work with its licensed marijuana retailer customers and its quality control staff to meet and work with the licensed independent testing laboratories.

Staffing (per license)

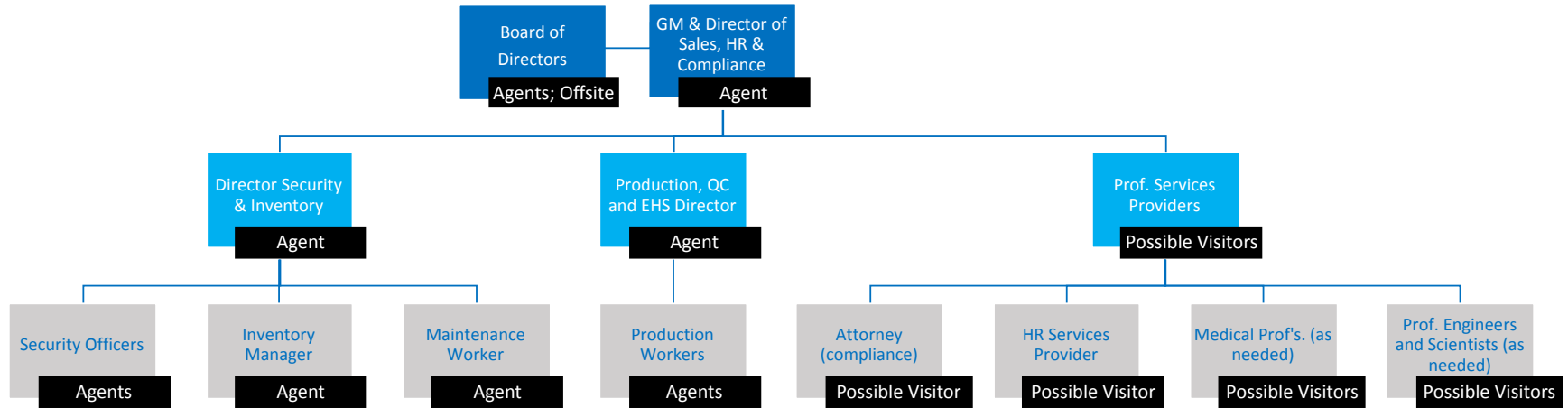
The staffing/organization chart at the start of operations is shown in **Figure 1** where there will be an expected 11.2 FTE and the anticipated staffing/organization chart at full-scale operations is shown in **Figure 2** where there will be an expected 27.2 FTE.

The General Manager (GM) will also hold the positions of Director of Sales, HR Manager & Compliance Director from startup, anticipated to be four separate positions at full-scale operations: GM, Compliance Director, Business & HR Manager, and Director of Sales. Similarly, the position of Production, QC and EHS Director is anticipated to become two positions at full-scale operations (Production Director, and QC and EHS Director).

All board members, directors, executives, managers, employees, and volunteers will be classified as marijuana establishment agents. Peak Limited's management expects to make use of, from time to time, certain professional services provided by external consultant service providers, independent contractors aged 21 and over, as shown in **Figures 1 and 2**, who will be classified and treated as visitors under 935 CMR 500.002: Definitions and under 935 CMR 500.110: Security Requirements For Marijuana Establishments should they need to come to Peak Limited's manufacturing establishment to perform their services. Examples of said certain professional services include occupational health and safety services, legal services, training services, payroll and HR services, peer review process engineering services, and independent, third-party auditing services (e.g., accounting, quality, security). Said external consultant service providers will always be under the constant escort and supervision of a marijuana establishment agent during the time they are admitted to the manufacturing establishment.

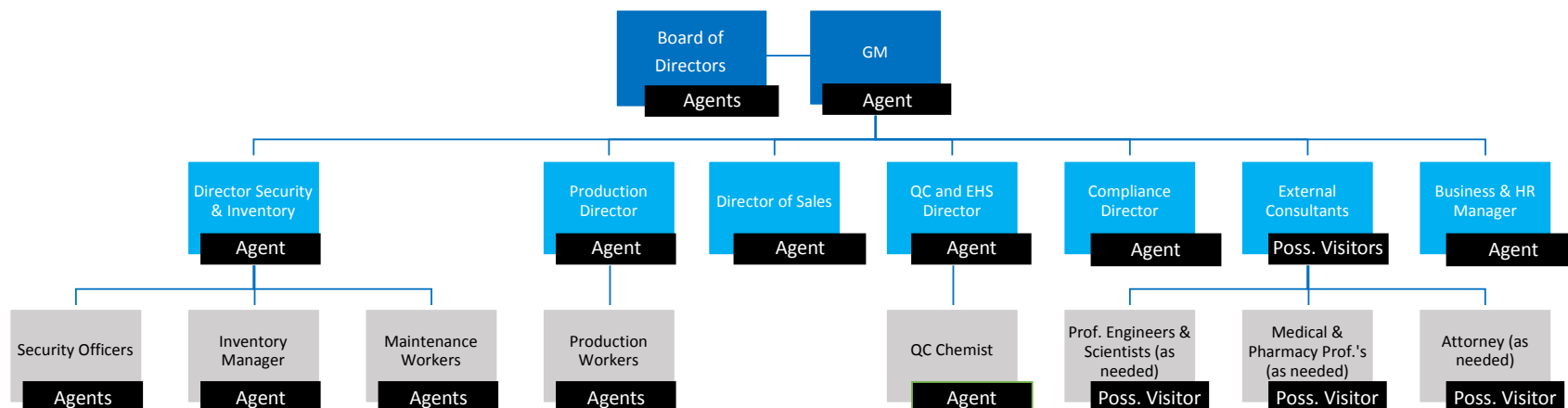
Additional details describing the various management positions shown on the staffing/organization charts of **Figure's 1 and 2** are given in the Qualifications and Training section of this application.

FIGURE 1. Organization Chart at Start of Operations (per license).



Employees (FTE)	Administrative	Production, QC & EHS Departments	Security & Inventory Dept.
Exempt	1	1	2
Non Exempt	-	4	3.2

FIGURE 2. Anticipated Organization Chart at Full-Scale Operations (per license).



Employees (FTE)	Administrative	Production Dept.	Security & Inventory Dept.	QC & EHS Department
Exempt	4	1	2	2
Non Exempt	-	Up to 14/shift	4.2	-

Employee Qualifications and Training:

Peak Limited LLC (the “**Company**”) shall ensure that all marijuana establishment agents complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum shall include a Responsible Vendor Program under 935 CMR 500.105(2)(b). It shall be a policy of the Company that all marijuana agents and staff shall receive and participate in, a minimum of, eight (8) hours of on-going training annually.

Company Training Policies shall be as follows:

1. All current owners, managers and employees of the Company that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall attend and successfully complete a responsible vendor program.
2. Once the Company is designated as a “responsible vendor,” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.
3. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
4. Administrative employees who do not handle or sell marijuana may take the “responsible vendor” program on a voluntary basis.
5. The Company shall maintain records of responsible vendor training program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

The Company shall ensure that such responsible vendor training programs core curriculum include the following:

- (a) Discussion concerning marijuana’s effect on the human body. Training shall include:
 - a. Marijuana’s physical effects based on type of marijuana product;
 - b. The amount of time to feel impairment;
 - c. Visible signs of impairment; and
 - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
 - a. How to check identification;
 - b. Spotting false identification;
 - c. Medical registration cards issued by the DPH;
 - d. Provisions for confiscating fraudulent identifications; and
 - e. Common mistakes made in verification.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
 - a. Local and state licensing and enforcement;

- b. Incident and notification requirements;
 - c. Administrative and criminal liability;
 - d. License sanctions and court sanctions;
 - e. Waste disposal;
 - f. Health and safety standards;
 - g. Patrons prohibited from bringing marijuana onto licensed premises;
 - h. Permitted hours of sale;
 - i. Conduct of establishment;
 - j. Permitting inspections by state and local licensing and enforcement authorities;
 - k. Licensee responsibilities for activities occurring within licensed premises;
 - l. Maintenance of records;
 - m. Privacy issues; and
 - n. Prohibited purchases and practices.
- (f) Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, executives, managers, and volunteers shall:

- (a) be 21 years of age or older;
- (b) 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.

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.

Maintaining of Financial Records:

Peak Limited LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

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

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company 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:
 - i. it shall immediately disclose the information to the Commission;
 - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.

Record Keeping Procedures:

Peak Limited LLC (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*;
- (e) Business records as described in the Company’s *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of assets and liabilities; and monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company’s expense and in a form and location acceptable to the Commission.

It shall be a Policy of the company that any and all records subject to any enforcement action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the “**Record Retention Policy**”.

Quality Control and Testing for Contaminants:

Testing of Marijuana

Peak Limited LLC (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the Massachusetts Department of Public Health (the “**DPH**”) and to test its environmental media (e.g., soils, solid growing media, and water) in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

The Company shall test for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. The Company shall ensure that notification come from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company’s Transportation Policy and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company’s Disposal Policy and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

Handling of Marijuana

The Company shall handle and process in a safe and sanitary manner. The Company shall implement the following policies:

(a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
4. Prepared and handled on food-grade stainless steel tables; and
5. Packaged in a secure area.

(b) The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;
2. Any marijuana establishment agent working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:
 - i. Maintaining adequate personal cleanliness; and
 - ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. 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);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. 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;

10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing 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;
13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
15. 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.
16. 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).

(c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

In accordance with 935 CMR 500.130(4) and 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160 for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.

Personnel Policies Including Background Checks;

Peak Limited LLC (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free.
- (2) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the Security Policy, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (3) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- (4) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (5) The Company shall immediately dismiss any Marijuana Establishment agent who has:
 - a. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- (6) The Company shall make a list of all board members and executives of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company shall also make this list available on its Website.
- (7) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- (8) The Company shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers. All such individuals shall:
 - (a) be 21 years of age or older;
 - (b) 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.
- (9) An application for registration of a marijuana establishment agent shall 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) an 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;

(f) background information, including, as applicable:

1. 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 a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
4. 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.

(g) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and

(h) any other information required by the Commission.

- (10) An executive of the Company registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration, shall 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 the Marijuana Establishment seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.
- (11) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent's registration shall be immediately void when the agent is no longer associated with the Company.
- (12) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (13) After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) 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.

- (14) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (15) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

Personnel Record Keeping

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed responsible vendor and eight (8) hour related duty training.
4. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
5. Personnel policies and procedures; and
6. All background check reports obtained in accordance with 935 CMR 500.030.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, upon request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two years at the Company's expense, in a form and location acceptable to the Commission.

Staffing Plan:

Executive Level:

- CEO;
- CFO; and
- COO.

Management Level:

- Production Manager;
- Quality Control / Inventory Manager; and
- Sales Manager; and
- Security Manager.

Staff Level

- Up to five (5) Staff Level Production Workers;
- Up to five (5) Staff Level Sales Representatives;

Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

Restricting Access to Age 21 and Older:

Peak Limited LLC (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

It shall be a policy of the Company that it shall reserve all rights to cancel contracts with Marijuana Establishments that receive a complaint, deficiency statement, cease and desist order or suspension for allowing access or making sales to persons under age 21

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment.

The Company will provide training to employees regarding ID and documentary verification. All employees must adhere to company policies and procedures, and all regulations pursuant to 935 CMR 500.105(2)(b)(7)(d), and 935 CMR 500.140(2)-(3)

Because the Company is only cultivating and manufacturing marijuana and marijuana products, the Company will not have customers to ID check. The only individuals to ensure are at least 21 years of age will be employees and visitors.

The Company will institute the following policies and procedures:

1. Before being offered employment, and in addition to all other employee background checking and screening, employees will be required to produce a valid birth certificate or government issued ID to prove they are at least 21 years of age.
2. Employees will be required to check the identification of all visitors and visitors shall not be allowed unless they can produce a valid, government issued ID confirming that they are 21 years of age or older.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

Separating Recreational from Medical Operations:

Peak Limited LLC (the “**Company**”) is seeking licensure for a marijuana cultivation facility and product manufacturing facility pursuant to 935 CMR 500.000 *et al.* Accordingly, this section regarding the separation of medical from recreational marijuana products is not applicable.

Diversity Plan

Peak Limited LLC (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

Goals:

1. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force for Massachusetts are as follows: Women 48.8%, Minorities 20.7%, Persons with Disabilities 12%, and Veterans 3.5%¹ and L.G.B.T.Q. + 10%.**
2. It shall be a goal of the Company to offer **advancement to management and executive positions internally**, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.
3. It shall be a goal of the Company to ensure that all of its employees receive **training on diversity and sensitivity**.

Programs:

To the extent reasonably practicable, the Company shall Implement the following programs:

1. In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post **monthly notices** for **three (3) months** during the hiring process in newspapers of general circulation such as the **Haverhill Gazette, Lowell Sun and Lynn Daily Item** and post a notice at the municipal offices in **Haverhill, Lowell and Lynn** for **three (3) months** during the hiring process. The aforementioned notices will state that the Company is specifically looking for people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, or L.G.B.T.Q. +, to work for the Company.

¹ <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

2. In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer 100% of the Company's opportunities for advancement internally. Additionally, in an effort to ensure that its staff has opportunities to train for management positions, the Company shall offer a management training day once a quarter. This management training day shall be made available to all employees and will allow employees to shadow management and learn how to perform additional duties and responsibilities of management. Additional duties may include, but are not limited to, opening and closing the facility, reviewing inventory and placing orders, staff scheduling requirements and the implementation of certain security and emergency protocols.

All opportunities for management level employment will first be offered internally via notices sent electronically to employees and posted in employee common areas.

3. As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet quarterly to review and assess the Company's hires and hiring practices. Meeting Minutes will be provided to the Commission on request and for the Company's annual license renewal application.
4. The Company shall require that one hundred percent (100%) of its employees receive education on diversity, implicit biases and sensitivity within the first ninety (90) days of employment and once annually thereafter. The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(7)(k) and this Diversity Policy. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;

- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and
- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it 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; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.

This policy may also be referred to by the Company as the “**Diversity Plan**”.

Peak Limited LLC

Energy Compliance Plan

Peak Limited LLC (the “**Company**”) shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. The Company will use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the “EOEEA”) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

The Company shall provide energy and water usage reporting to the Commission in a form determined by the Commission, including but not limited to, guidance documents for Best Management Practices for Water Use approved by the Commission on April 4, 2019. The Company shall submit, in connection with its license renewal application, a report of its cultivation energy and water usage over the twelve (12) month period prior to renewing its licensure. If minimum standards or best management practices are not established by the time of an application for initial licensure, the Company will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

Additionally, the Company shall, at a minimum, be subject to the following energy efficiency and equipment standards:

- (a) The building envelope for the Facility shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that because this facility will be built using an existing building, the Company may demonstrate

Peak Limited LLC

compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as may be further defined by guidance issued by the Commission.

- (b) If the Company is unable to generate 80% of its total annual on-site energy use for all fuels (expressed on a MWh basis) from onsite or renewable generating sources, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, then it shall ensure that its Horticulture Lighting Power Density does not exceed 50 watts per square foot.
- (c) The Company shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization as well as certification from a licensed Massachusetts Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 501.120(12)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility (as applicable).
- (d) If the Company is unable to generate 80% of its the total annual on-site energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, the Heating Ventilation and Air Condition (HVAC) and dehumidification systems shall meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
- (e) Employees and visitors shall be required to wear eye protection near operating horticultural lighting equipment.
- (f) Prior to final licensure, the Company shall demonstrate compliance with 935 CMR 500.120(11) and 935 CMR 500.105(15) by submitting an energy compliance letter prepared by a licensed Massachusetts Professional Engineer, Registered Architect or a Certified Energy Auditor or Manager (as certified by the Association of Energy Engineers) with supporting documentation, together with submission of building plans pursuant to 935 CMR 500.103.

This policy may also be referred to by the Company as the “**Energy Compliance Policy**”.