



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Retailer

General Information:

License Number: MR281458
Original Issued Date: 07/20/2020
Issued Date: 07/20/2020
Expiration Date: 07/20/2021
Payment Received: \$10000 Payment Required: \$10000

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: berkley botanicals, llc

Phone Number: 401-497-4033 Email Address: berkleybotanicals@gmail.com

Business Address 1: 44 county street Business Address 2:
Business City: berkley Business State: MA Business Zip Code: 02779
Mailing Address 1: 13 Bay Rd. Mailing Address 2:
Mailing City: Warren Mailing State: RI Mailing Zip Code: 02885

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Manager

Other Role:

First Name: michael

Last Name: mizrahi

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

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: michael

Last Name: mizrahi

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$826092.56

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

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 44 county street

Establishment Address 2:

Establishment City: Berkley

Establishment Zip Code: 02779

Approximate square footage of the establishment: 24000

How many abutters does this property have?: 12

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5caa0299635d511b347556f6	04/07/2019
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5caa029ad7a931124ee08caa	04/07/2019
Community Outreach Meeting Documentation	communityattest.pdf	pdf	5caa02a09ff0081b4821ff92	04/07/2019

Certification of Host Community Agreement	hostonepage.pdf	pdf	5caa02b32724e81b52560f80	04/07/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning Health.pdf	pdf	5dcc457d170b4c5353e39d50	11/13/2019
Community Outreach Meeting Documentation	1. Community outreach documentation Attachment C.pdf	pdf	5e1c90d0f76dd253236e4d38	01/13/2020
Plan to Remain Compliant with Local Zoning	2. 1-10-2020 Plan to Remain Compliant with Local Zoning.pdf	pdf	5e1c90d100f72d57285f111f	01/13/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan to Positively Impact Areas of Disproportionat Impact B.pdf	pdf	5ced8d0abbb9651341339d02	05/28/2019
Plan for Positive Impact	Plan to Positively Impact Areas of Disproportionat Impact C.pdf	pdf	5ced8d0b748dc71348c36953	05/28/2019
Plan for Positive Impact	3. 1-10-2020 Plan to Positively Impact Areas of Disproportionate Impact.pdf	pdf	5e1c90f75e2d54535a9c4c94	01/13/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: michael

Last Name: mizrahi 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	certificateoforganization.pdf	pdf	5ca9fe44d7a931124ee08c9a	04/07/2019
Department of Revenue - Certificate of Good standing	dorgoodstanding.pdf	pdf	5ca9fe465d4b0b1b3ebc5b8f	04/07/2019
Bylaws	bylawsoperating.pdf	pdf	5ca9fe562724e81b52560f6f	04/07/2019

Secretary of Commonwealth - Certificate of Good Standing	1. Secretary of Commonwealth Good Standing.pdf	pdf	5dcc436fd5b0805341c61aa9	11/13/2019
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No documents uploaded

Massachusetts Business Identification Number: 001363351

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	5ca9fe90eadf341230f6d3d3	04/07/2019
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5ca9fe935fd63c1b24ebaced	04/07/2019
Proposed Timeline	2. 10-30-19 Proposed timeline.pdf	pdf	5dcc437fbc01253152f58e3	11/13/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Separating recreational from medical operations, if applicable	Separating recreational from medical operations.pdf	pdf	5ca9fee92724e81b52560f73	04/07/2019
Plan for obtaining marijuana or marijuana products	Plan for obtaining marijuana or marijuana products.pdf	pdf	5ca9feed8d16491b5c0fdb3e	04/07/2019
Quality control and testing	Quality Control Plan .pdf	pdf	5ca9ff365fd63c1b24ebac1	04/07/2019
Storage of marijuana	Storage Plan.pdf	pdf	5ca9ff383d84de123a616d27	04/07/2019
Qualifications and training	Qualifications and training.pdf	pdf	5ca9ff779ff0081b4821ff86	04/07/2019
Record Keeping procedures	Recordkeeping Plan.pdf	pdf	5ca9ff7a1e71bd1262330f63	04/07/2019
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5ca9ff7c8d16491b5c0fdb42	04/07/2019
Diversity plan	Diversity Plan B.pdf	pdf	5ced8a92748dc71348c36940	05/28/2019
Diversity plan	Diversity Plan C.pdf	pdf	5ced8a93acc50017edd6081e	05/28/2019
Security plan	3. 10-30-19 Security Plan.pdf	pdf	5dcc439774bb15534cd4c049	11/13/2019
Transportation of marijuana	4. 10-30-19 Transportation Plan.pdf	pdf	5dcc43b240e348579197c241	11/13/2019
Inventory procedures	5. 10-30-19 Inventory Procedures.pdf	pdf	5dcc43c826aa77532085af5e	11/13/2019
Prevention of diversion	7. 10-30-19 Prevention of Diversion.pdf	pdf	5dcc43f7b4f83557d6cc63f7	11/13/2019
Dispensing procedures	8. 10-30-19 Dispensing procedures .pdf	pdf	5dcc44110f35e05798b36b17	11/13/2019
Personnel policies including background checks	9. 10-30-19 Personel Plan .pdf	pdf	5dcc44249c1081532b9a4e55	11/13/2019
Restricting Access to age 21 and older	1-10-2020 Plan for Restricting Access to Age 21 or Older.pdf	pdf	5e1c916f0557385733b44686	01/13/2020
Diversity plan	2-25-2020 Diversity Plan.pdf	pdf	5e55542b4fa2b004756a41ac	02/25/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 7:00 PM
Tuesday From: 9:30 AM	Tuesday To: 7:00 PM
Wednesday From: 10:00 AM	Wednesday To: 7:00 PM
Thursday From: 10:00 AM	Thursday To: 7:00 PM
Friday From: 10:00 AM	Friday To: 7:00 PM
Saturday From: 10:00 AM	Saturday To: 7:00 PM
Sunday From: 10:00 AM	Sunday To: 7:00 PM

Business Plan

Company Description/Objective

Berkley RMD, Inc. (BR), a potential Massachusetts approved Registered Marijuana Dispensary (RMD), will hopefully be authorized to dispense recreational marijuana and marijuana infused products. The principal of BR will also be looking to purchase the property where the potential dispensing will happen in Berkley, MA.

On November 8, 2016 Massachusetts voters approved, effective January 1, 2018, the sale of adult-use (recreational) marijuana and as a hopeful RMD, Berkley RMD, Inc. has the intentions to sell adult-use marijuana. BR's relationships with current Massachusetts suppliers will position itself to maximize on the sales potential.

Berkley RMD Inc.'s objective is to maximize available retail space in Berkley Massachusetts for adult-use marijuana sales potential in anticipation of the tremendous growth forecast in marijuana sales.

Target Audience

Berkley RMD, Inc. will service the marijuana market outlined below.

1. **Adult-use marijuana:** Adults over the age of 21 purchasing marijuana for recreational use. We have stress-free access with ample parking from Route 24 (local). We provide convenient access from seven Massachusetts cities and towns as well as access for Rhode Island New York & Connecticut customers.

Retail Facility – Berkley Massachusetts

Need info on property

Massachusetts Competition

1. **Retail Experience:** We have decades of retail experience across multiple industries.
2. **Branding:** We are currently working with a Branding company to develop unique branding for our products.
3. **Customer service and competitive dynamics:** We will offer top-notch customer service and are aware of our need to be aware of and exceed our competitors in providing service, products and pricing.
4. **Highly trained staff:** Our staff will be well managed, knowledgeable of the products we sell and trained to assist patients and customers in the selection of their products.
5. **Hours of operation:** Our hours of operation are daily (Sunday – Saturday) from 10 AM to 8 PM.
6. **Wide range of products:** Our One-Stop shopping philosophy will offer our customers a wide range of products including the newest and “hottest” products.

Sources of Income and Sales Forecast

1. Sales Forecast

- Year One - \$12MIL per dispensary. We have the ability to generate up to \$23MIL by obtaining additional funding of \$4MIL - \$6MIL to build-out additional cultivation space.
- Year Two – We anticipate a 10% increase in sales.
- Year Three – We anticipate a 5% increase in sales with a decreasing per dispensary sales as additional RMD are approved and come on-line with a potential 10% drop in revenue in Year Four

2. Jobs Created

- 20 – 25 full time retail positions with an average annual salary of \$42,000
- 3 Management positions with an average annual salary of \$60,000

3. Town of Berkley potential contribution from Berkley RMD in year 1

- Local Excise Tax of 3% - \$360,000
- Proposed Host Agreement of 3% gross sales - \$360,000
- Total Potential Contribution - \$720,000 in first year

sales # day	oz day	oz visit	Visits day	Visits yr	Visits mon	unique patients
4.50	72.00	0.20	360.00	129600.00	10800.00	2700.00
		projected flower sales		Projected concentrates sales		Projected edibles sales
		\$ 9,147,600.00	75% total sales	\$ 2,073,456.00	17% total sales	\$ 975,744.00 8% total sales
retail avg. ounce	Projected annual revenue		Projected revenue Week	Projected revenue Day		
\$ 350.00	\$ 12,196,800.00		\$ 234,553.85	\$ 33,600.00		
retail avg. pound	year 1		year 2		year 3	
\$ 5,600.00	Revenue	\$ 12,196,800.00	1.10	\$ 13,416,480.00	1.05	\$ 14,087,304.00
	Patients Month	10800.00	1.10	11880.00	1.05	12474.00
	Unique Visits	2700.00	1.10	2970.00	1.05	3118.50

Professional background of Principal

Michael Mizrahi
13 Bay Road
Warren, RI 02885
Cell 401-497-4033

Education - Graduated Albany State University in 1977 with a BA in Psychology

Career

Businessland 1980 – 1989

Leading salesperson nationally for many years, selling computers and networking.
Sales manager of the year in 1988.

Elram Corporation - Specialty advertising 1989 - 2006

Purchased struggling company and achieved sales of 2.5mm+ annually.
Imported product from Taiwan and China.
Began pad printing, silk screening and laser engraving, instead of out scouring.
Employed 15 full time personnel in Fall River, MA.
Sold company in 2005.

Danmor Realty 2006 - Present

Property management of commercial and residential property in RI and MA.
Licensed Real Estate Broker.
Own and manage residential and commercial real estate.

Bar 31 – Restaurant in Bristol RI 2014 - 2018

Took over space in a property I own and opened a tapas style restaurant.
Redesigned the space and obtained all licenses and permits from the town.
Successfully operated the restaurant for 4 years sourcing local products.
Sold the restaurant in May 2018 to the chef.

Conclusions

Berkley RMD, Inc. is on the precipice of an opportunity seldom seen in one's lifetime. Marijuana sales in 2016 are forecast to be \$6.7 billion and ArcView Market Research predicts total annual sales of \$21.8 billion by 2020. We are in the perfect place at the perfect time to capture this amazing growth spurt. We believe that we could not be better positioned to take advantage of the upcoming surge in marijuana market sales.

Plan for Obtaining Liability Insurance

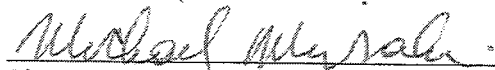
Berkley Botanicals Inc., (“BB”) plans to contract with Cannasure Insurance Services to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. BB will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, BB will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. BB will keep reports documenting compliance with 935 CMR 500.105(10).

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

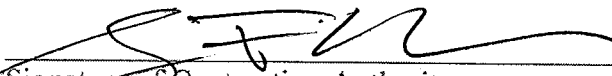
I MICHAEL MIZRAHI, (insert name) certify as an authorized representative of BERKLEY BOTANICALS, LLC (insert name of applicant) that the applicant has executed a host community agreement with BERKLEY, MASSACHUSETTS (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 4/3/19 APRIL 3, 2019 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I GEORGE MILLER, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for BERKLEY, MASSACHUSETTS (insert name of host community) to certify that the applicant and BERKLEY, MASSACHUSETTS (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on APRIL 3, 2019 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community



ATTACHMENT C

300ft. Abutters of Property 027/020.0-0092-0000.0 at 44 COUNTY ST

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 1/1/2018.

Abutter	Site Address	Property ID	Owner Address
027/020.0-0095-0002.0 [REDACTED]	32 COUNTY ST	027/020.0-0095-0002.0	11 KINGMAN ST ETAUNTON, MA 02718-0017
027/020.0-0090-0000.0 [REDACTED]	47 COUNTY ST	027/020.0-0090-0000.0	[REDACTED] 47 COUNTY STREET BERKLEY, MA 02779
027/023.0-0014-0000.0 [REDACTED]	122 MYRICKS ST	027/023.0-0014-0000.0	[REDACTED] 122 MYRICKS ST BERKLEY, MA 02779
027/020.0-0087-0000.0 [REDACTED]	41 COUNTY ST	027/020.0-0087-0000.0	[REDACTED] 39 COUNTY ST BERKLEY, MA 02779
027/020.0-0094-0000.0 [REDACTED]	38 COUNTY ST	027/020.0-0094-0000.0	[REDACTED] 38 COUNTY ST BERKLEY, MA 02779
027/023.0-0008-0000.0 [REDACTED]	57 COUNTY ST	027/023.0-0008-0000.0	[REDACTED] 134 MYRICKS ST BERKLEY, MA 02779
027/020.0-0090-0002.0 [REDACTED]	53 COUNTY ST	027/020.0-0090-0002.0	[REDACTED] 44 COUNTY STREET BERKLEY, MA 02779
027/020.0-0093-0000.0 42-44 COUNTY STREET LLC	42 COUNTY ST	027/020.0-0093-0000.0	[REDACTED] 128 BRALEY RD E FREETOWN, MA 02717
027/020.0-0091-0000.0 [REDACTED]	48 COUNTY ST	027/020.0-0091-0000.0	[REDACTED] P.O.BOX 1450 CHICAGO, IL 60690-1450



ATTACHMENT C

Town of Berkeley, MA Abutters Report

2 of 5

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 1/1/2018.

Abutter

Site Address

Property ID

Owner Address

027/020.0-0088-0000.0 [REDACTED]	43 COUNTY ST	027/020.0-0088-0000.0	43 COUNTY ST [REDACTED] BERKLEY, MA 02779
027/020.0-0089-0000.0 [REDACTED]	45 COUNTY ST	027/020.0-0089-0000.0	47 COUNTY STREET [REDACTED] BERKLEY, MA 02779
027/023.0-0006-0000.0 [REDACTED]	54 COUNTY ST	027/023.0-0006-0000.0	P.O. BOX 1450 [REDACTED] CHICAGO, IL 60690-1450

ATTACHMENT C

January 30, 2019

3 of 5

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, is scheduled for Friday February 8th 2019 at 6:30 at the Berkley Community School at 59 South Main St. Berkley Ma.02779. The proposed Marijuana Dispensary, Cultivation and Manufacture is anticipated to be located at 44 County Street, Berkley, MA. 02779. There will be an opportunity for the public to ask questions.

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Total Postage and Fees	\$4.05

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Postage	\$0.55
Total Postage and Fees	\$4.05

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122 MYRICKS ST
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BERKLEY MA 02779

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Adult Signature Restricted Delivery	\$0.00
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Total Postage and Fees	\$4.05

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☐ Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.05

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ATTACHMENT C.

5 OF 5

Community Outreach Meeting Attestation Form

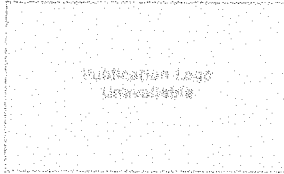
The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, MICHAEL MIZRAHI, (*insert name*) attest as an authorized representative of BERKLEY BOTANICALS (*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 2/8/19 (*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 1/31/19 (*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 1/30/19 (*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 1/30/19 (*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.

Taunton Daily Gazette



Attachment A

Publication Name:

Taunton Daily Gazette

Publication URL:

www.tauntongazette.com/ (<http://www.tauntongazette.com/>)

Publication City and State:

Taunton, MA

Publication County:

Bristol

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

201902081910084231854

1141483972

Notice URL:

[Back \(/Search.aspx#searchResults\)](#)

Notice Publish Date:

Thursday, January 31, 2019

Notice Content

Marijuana Establishment

LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment, is scheduled for Friday February 8th 2019 at 6:30 at the Berkley Community School at 59 South Main St. Berkley Ma.02779. The proposed Marijuana Dispensary, Cultivation and Manufacture is anticipated to be located at 44 County Street, Berkley, MA. 02779. There will be an opportunity for the public to ask questions.

AD#13768634

TDG 1/31/18

[Back \(/Search.aspx#searchResults\)](#)



**TOWN OF BERKLEY
RULES AND REGULATIONS
BOARD OF HEALTH**

REGULATION OF MARIJUANA BUSINESSES TO PREVENT NUISANCE

SECTION 1. STATEMENT OF PURPOSE AND AUTHORITY:

On November 6, 2012, Massachusetts voters approved the legal use of medical Marijuana, allowing patients meeting certain conditions to obtain marijuana produced and distributed by new state-regulated centers.

On November 8, 2016 Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for adult use, not medically prescribed, through Chapter 334 of the Acts of 2016, an Act for the Regulation and Taxation of Marijuana.

On July 28, 2017, Governor Baker signed the General Court's revised law on the subject, "An Act to Ensure Safe Access to Marijuana" adopted as Chapter 55 of the Acts of 2017 (the "Act") codified in Massachusetts General Law as Chapter 94G.

Massachusetts, acting through the Department of Public Health ("DPH"), amended regulatory framework for the regulation of the use of medical Marijuana through 105 CMR 725.000 *et seq.* on December 1, 2017 (the "DPH Regulations").

Massachusetts, acting through the Cannabis Control Commission (the "CCC"), implemented regulatory framework for the regulation of the adult use of medical Marijuana Establishments through 935 CMR 500.000 *et seq.* on March 23, 2018 (the "CCC Regulations").

The release of odors, vibration and noise from Marijuana Businesses has been documented by several Massachusetts host communities.

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It is known that excessive noise, vibration, or odor may be harmful to area inhabitants, injurious to their estates, dangerous to the public health, or otherwise injurious.

The Massachusetts Supreme Judicial Court has held that “.... [t]he right to engage in business must yield to the paramount right of government to protect public health by any rational means.”¹

1 Druzik et al v. Board of Health of Haverhill, 324 Mass. 129 (1949)

This regulation is intended to regulate the operation of Marijuana Businesses which may be harmful to the inhabitant, injurious to their estates, dangerous to the public health, or may be attended by injurious odors.

In furtherance of its mission to protect, promote, and preserve the health and well-being of all Berkley residents and pursuant to the authority granted to it pursuant to M.G.L.c. 111, §§ 31, 122 and 143, the Board of Health of Berkley enacts a Regulation of Operations of Marijuana Businesses to Prevent Nuisance in the Town of Berkley.

SECTION II. DEFINITIONS

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For the purposes of this regulation, the following words and phrases shall have the following meanings:

Ambient Noise Level: The all –encompassing noise level associated with a given environment, excluding any alleged condition of noise pollution.

A-Weighted Sound Level: The sound pressure measured on a sound-level meter using the A-weighting network. The level read is designated DBA.

Board of Health: means the Town of Berkley Board of Health and its designated Board of Health agents.

Decibel: The unit by which sound is measured.

Marijuana Business: A Marijuana Establishment or a Medical Marijuana Treatment Center.

Marijuana Establishment: A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type

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of licensed marijuana-related business, licensed by the Cannabis Control Commission pursuant to 935 CMR 500.000, except a Medical Marijuana Treatment Center.

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Marijuana-infused Product (MIP): A product infused with marijuana that is intended for use or consumption including, but not limited to, edible products, ointment, aerosols, oils, and tinctures. MIPs are the equivalent of marijuana products under 935 CMR 500.000.

Medical Marijuana Treatment Center: An entity registered under 105 CMR 725.100, to be known as a registered marijuana dispensary (RMD), that acquires, cultivates, possesses, processes (including development of related products such as edible MIPs, (Marijuana Infused Products) 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 medical Marijuana.

Noise: Means sound of sufficient intensity and/or duration as to cause or contribute to a condition of air pollution.

Nuisance: An act or failure to perform a legal duty which causes or permits a condition to exist which injures or endangers the public health, safety or welfare of the inhabitants of the Town of Berkley, or which annoys or disturbs a reasonable person of normal sensitivities, or which interferes with a person's reasonable, peaceable and quiet enjoyment of their property.

Person: Any individual, firm, partnership, association, corporation, company or organization of any kind, including but not limited to an owner, operator, manager, proprietor or person in charge of any establishment, business, cultivation property or retail store.

Pure Tone: Any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purposes of this chapter, a "pure tone" shall exist if an octave-band analysis indicates one (1) octave band three (3) dB or more over both the band above and below.

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SECTION III, OFFENSIVE OR NOISOME MARIJUANA ESTABLISHMENTS

This regulation is intended to prevent all nuisances from noise, odor or otherwise which may be injurious to the public health, safety, or welfare of the inhabitants of the Town of Berkley. Specifically, the following Marijuana Establishment operations shall be deemed a nuisance, namely those which:

1. create a noise when measured at the property boundary of the receiving land use in excess of 10 DBA above ambient noise level: under 310 CMR 7.00
2. create a noise which endangers the safety of or could cause injury to the health of humans or animals; or
3. create a noise which annoys or disturbs a reasonable person of normal sensitivities: or
4. create a noise which endangers or injures personal or real property: or
5. create a noise which interferes with a person's reasonable, peaceable and quiet enjoyment of their property: or
6. emit an odor which is discernible at the property boundary of the receiving land use: or
7. emit an odor which annoys or disturbs a reasonable person of normal sensitivities: or
8. emit an odor which endangers the safety of or could cause injury to the health of humans or animals: or

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9. emit an odor which endangers or injures personal or real property: or
10. emit an odor which interferes with a person's reasonable, peaceable, and quiet enjoyment of their property.

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SECTION IV. ORDER OF REMOVAL AND APPEALS

If the Board of Health receives three (3) or more complaints within thirty (30) days, it may order the Marijuana Business to submit to independent testing to verify or refute the existence of the complained nuisance at the expense of the Marijuana Business.

The Board of Health of the Town of Berkley shall order a Marijuana Business, at its own expense, to remove any nuisance found thereon within twenty-four hours or such other time the Board of Health deems reasonable.

If the owner or operator of a Marijuana Business fails to comply with such order, subject to the appeal rights below, the Board of Health of the Town of Berkley may revoke its operating permit issued by the Board of Health pursuant to its Regulation to Ensure the Sanitary and Safe Operation of Marijuana Businesses and the Sale of Marijuana.

The Board shall notify a Marijuana Business in writing of any order taken pursuant to this section IV of the Board's regulations. The Marijuana Business shall have seven (7) days after receipt of such written notice in which to comply with the Board's order or request a hearing before the Board. If the Marijuana Business fails to either comply with the order or request a hearing before the Board after said (7) days, the Board of Health of the Town of Berkley may cause the nuisances to be removed, and all expenses incurred thereby shall constitute a debt due the Town of Berkley.

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SECTION V. ENFORCEMENT

The Board of Health, its agents, officers, and employees, shall have the authority, consistent with the laws of the Commonwealth to enter upon privately owned land for the purpose of performing their duties for the administration and review of this regulation, and may make or cause to be made such examinations, surveys, or samples as the Board of Health deems necessary at the expense of the Marijuana Business. The Marijuana Business shall submit to the same.

Unless stated otherwise, any Person who violates any provision of this regulation issued hereunder, shall be subject to a fine as follows: \$100.00 for the first offense: \$200.00 for the second offense: \$300.00 for the third offense: and \$300.00 for the fourth and each subsequent offense. Each day or portion thereof during which a violation occurs or continues shall constitute a separate offense, and each provision of the regulation that is violated shall constitute a separate offense.

The Board of Health shall have the authority to enforce these regulations issued thereunder by violation notices, administrative orders, and civil and criminal court actions. As an alternative to criminal prosecution, the Board of Health may elect to utilize the non-criminal disposition procedure set forth in M.G.L. Chapter 40, Section 21D.

SECTION VI. APPEAL

Unless otherwise provided, any Person aggrieved by the decision of the Board of Health may seek relief therefrom in any court of competent jurisdiction, as provided by the laws of the Commonwealth of Massachusetts.

SECTION VII. SEVERABILITY

If any portion, or sentence, clause or phrase of this regulation shall be held invalid for any reason, the remainder of this regulation shall continue in full force and effect.

SECTION VIII. EFFECTIVE DATE:

This regulation shall take effect immediately upon passage by the Board of Health.

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**TOWN OF BERKLEY
RULES AND REGULATIONS
BOARD OF HEALTH**

**REGULATION TO ENSURE THE SANITARY AND SAFE OPERATION
OF MARIJUANA BUSINESSES
AND
THE SALE OF MARIJUANA**

A. Statement of Purpose and Authority:

On November 6, 2012, Massachusetts voters approved the legal use of medical Marijuana, allowing patients meeting certain conditions to obtain Marijuana produced and distributed by new state-regulated centers.

On November 8, 2016, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of Marijuana for adult use, not medically prescribed, through Chapter 334 of the Acts of 2016, an Act for The Regulation and Taxation of Marijuana.

On July 28, 2017, Governor Baker signed the General Court's revised law on the subject, "An Act to Ensure Safe Access to Marijuana" adopted as Chapter 55 of the Acts of 2017 (the "Act") codified in Massachusetts General Law as Chapter 94G.

Massachusetts, acting through the Department of Public Health ("DPH"), amended regulatory framework for the regulation of the use of medical Marijuana through 105 CMR 725.000 et seq. on December 1, 2017 (the "DPH Regulations").

Massachusetts, acting through the Cannabis Control Commission (the "CCC"), implemented regulatory framework for the regulation of the adult use of

Marijuana Establishments through 935 CMR 500.000 et seq. on March 23, 2018 (the "CCC Regulations").

The prevention of the illegal sale and use of Marijuana, particularly involving youth is a public health priority.

The state regulation, 935 CMR 500.000 allows for lawful local oversight and regulation, including local fee requirements. Local oversight and inspection of Marijuana Businesses is within the legal authority of local boards of health to protect public health, safety and welfare.

The Massachusetts Supreme Judicial Court has held that "... [t]he right to engage in business must yield to the paramount right of government to protect public health by any rational means."¹

¹ Druzik et al v. Board of Health of Haverhill, 324 Mass. 129 (1949)

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In furtherance of its mission to protect, promote, and preserve the health and well-being of all Berkley residents and pursuant to the authority granted to it pursuant to M.G.L. c. 111, §31, the Board of Health of Berkley enacts a Regulation to Ensure the Sanitary and Safe Operation of Marijuana Businesses and the Sale of Marijuana in the Town of Berkley as follows.

B. Definitions:

Unless otherwise indicated, terms used throughout this regulation shall be defined as they are in 105 CMR 725.000, 935 CRM 500.000 and in General Law, Chapters 94G-94I.

In addition, for the purposes of this regulation, the following words shall have the following meanings:

Adult-Only Retail Tobacco Store: An establishment that is not required to possess a retail food permit whose primary purpose is to sell or offer for sale but not for resale, tobacco products and tobacco paraphernalia, in which the sale of other products or offer of services is merely incidental, and in which the entry of Individuals under the minimum legal sales age is prohibited at all times, and maintains a valid permit for the retail sale of tobacco products as required to be issued by the Board of Health.

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Board of Health: Town of Berkley Board of Health and its designated Board of Health agents.

Board of Health Agent: The Director of Public Health, appointed Board of Health Agents and any town employee designated by the Board of Health, which may include Board of Health staff, law enforcement officers, fire officials and code enforcement officials.

Business Agent: An Individual who has been designated by the owner or operator of any Marijuana Business to be the manager or otherwise in charge of said business.

Edible Marijuana Products: A Marijuana Product that is to be consumed by humans by eating or drinking.

Individual: A single person, as distinguished from a group or class, and also, very commonly, a private or natural person as distinguished from a partnership, corporation, or association.

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 section 1 of chapter 94C of the General Laws. "Marijuana" shall not include 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; hemp; or the weight of any other ingredient combined with Marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Accessories: Equipment, products, devices or materials of any kind that are intended or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling or otherwise introducing cannabis or Marijuana into the human body.

Marijuana Business: A Marijuana Establishment and/or a Medical Marijuana Treatment Center.

Marijuana Establishment: A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, licensed by the Cannabis Control Commission pursuant to 935 CMR 500.000, except a Medical Marijuana Treatment Center.

Marijuana-infused Product (MIP): A product infused with marijuana that is intended for use or consumption including, but not limited to, edible products, ointments, aerosols, oils, and tinctures. MIPs are the equivalent of marijuana products under 935 CMR 500.000.

Medical Marijuana Treatment Center: An entity registered under 105 CMR 725.100, to be known as a registered marijuana dispensary (RMD), that acquires, cultivates, possesses, processes (including development of related products such as edible MIPs (Marijuana Infused Products), 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 medical Marijuana.

Marijuana Operating Permit: A permit issued by the Board of Health to operate a Marijuana Business in the Town of Berkley.

Marijuana Products: Products that have been manufactured and contain Marijuana or an extract from Marijuana, including concentrated forms of Marijuana and products composed of Marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

Operating Permit Holder: Any Person engaged in the cultivation, sale, distribution or delivery of Marijuana who applies for and receives an Operating Permit, or any Person who is required to apply for an Operating Permit pursuant to these regulations, or his or her business agent.

Minimum Legal Sales Age: The age an Individual must be before that Individual can be sold a Marijuana Product in the Town of Berkley.

Non-Residential Roll-Your-Own (RYO) Machine: A mechanical device made available for use (including to an Individual who produces rolled Marijuana Products solely for the Individual's own personal consumption or use) that can make rolled Marijuana Products. RYO machines located in private homes used for solely personal consumption are not Non-Residential RYO machines.

Person: Any Individual, firm, partnership, association, corporation, company or organization of any kind, including but not limited to an owner, operator, manager, proprietor or Individual in charge of any establishment, business, cultivation property or retail store.

Self-Service Displays: Any display from which customers may select Marijuana or a Marijuana Product without assistance from a Marijuana Business.

Vending Machine: Any automated or mechanical self-service device, which upon insertion of money, tokens or any other form of payment, dispenses or makes Marijuana Products.

C. Marijuana Sales to Persons Under the Minimum Legal Sales Age Prohibited:

1. No Person shall sell Marijuana or Marijuana Products, or permit Marijuana or Marijuana Products to be sold to an Individual under the minimum legal sales age unless a qualifying patient; or give Marijuana or Marijuana Products, or permit Marijuana or Marijuana Products to be given to an Individual under the minimum legal sales age unless a qualifying patient. The minimum legal sales age for adult-use Marijuana, not medically prescribed, in Berkley is 21.

2. Each Person selling or distributing Marijuana or Marijuana Products for adult use, not medically prescribed, shall verify the age of the Individual by means of a valid government-issued photographic identification containing the bearer's date of birth that the Individual is 21 years of age or older.

3. All retail sales of Marijuana or Marijuana Products for adult use, not medically prescribed, shall be face-to-face between the seller and the buyer and occur at the permitted location unless and until delivery of adult-use Marijuana Products is authorized and licensed under state regulation and then, in strict compliance with

all applicable rules and regulations as well as the age limitation set forth herein. Medical Marijuana delivery shall be in accordance with state law and governing regulations.

D. Marijuana Operating Permit:

1. No Person shall sell, cultivate, deliver or otherwise commercially distribute Marijuana or Marijuana Products within the Berkley without first obtaining a Marijuana Operating Permit issued annually by the Board of Health.

a. All applicants shall certify that they are in compliance with all local and state laws, regulations, and bylaws and be prepared to show proof if requested.

2. Only owners of Marijuana Businesses with a permanent, non-mobile locations in Berkley are eligible to apply for a Marijuana Operating Permit at the specified location in the Berkley except:

a. A Marijuana delivery-only Establishment, if authorized and licensed under state regulation, shall not be required to have a permanent, non-mobile location, but shall have an in-state permanent business office address and contact information available. Upon request, the Marijuana Establishment must share information about the current location and destination of its employees with the Board of Health, said information to remain confidential.

b. A Marijuana delivery-only Business, if authorized and licensed as a Medical Marijuana Treatment Center, shall be required to strictly comply with all state laws and regulations.

3. No Person shall gift Marijuana or Marijuana Products to a consumer contingent upon the sale of any other product.

4. No Person shall accept or redeem, offer to accept or redeem, or cause or hire any Individual to accept or redeem or offer to accept or redeem any coupon that provides any Marijuana or Marijuana Products without charge. Free samples are prohibited.

5. As part of the Marijuana Operating Permit application process, the applicant will be provided with these regulations and the Regulation of Marijuana Businesses to Prevent Nuisance. Each applicant is required to sign a statement declaring that the applicant has read said regulations and that the applicant is

responsible for instructing all employees who will be responsible for Marijuana sales regarding state and local laws regarding the sale of Marijuana and these regulations.

6. Each applicant who sells, cultivates, delivers or otherwise distributes Marijuana is required to provide proof of a current license issued by the CCC or the Massachusetts DPH before a Marijuana Operating Permit can be issued.

7. A separate Marijuana Operating Permit, displayed conspicuously, is required for each Marijuana Business. The fee for which shall be determined by the Board of Health annually.

8. A Marijuana Operating Permit is non-transferable. A new owner of a Marijuana Business must apply for a new permit.

9. Issuance of a Marijuana Operating Permit shall be conditioned on an applicant's consent to unannounced, periodic inspection of the Marijuana Business to ensure compliance with this regulation.

10. A Marijuana Operating Permit will not be renewed if the Operating Permit Holder has failed to pay all fines issued and the time to appeal the fines has expired and/or the Operating Permit Holder has not satisfied any outstanding permit suspensions.

11. A Marijuana Operating Permit may be subject to non-renewal if the Marijuana Business has sold Marijuana or Marijuana Products to an Individual under the minimum legal sales age two times within the previous permit year and the time to appeal has expired. The Operating Permit Holder may request a hearing pursuant to this regulation prior to non-renewal.

12. Permissible Entrance.

(a) No Individual under the minimum legal sales age shall be permitted to enter a Marijuana Establishment with a Marijuana Operating Permit.

(b) No Individuals under the minimum legal sales age, except those Individuals in possession of a registration card demonstrating that the Individual is a registered qualifying patient with the Medical Use of Marijuana Program or a personal caregiver, shall be permitted to enter a Medical Marijuana Treatment Center.

(c) If the Marijuana Business is a Marijuana Establishment co-located with a Medical Marijuana Treatment Center, then the following shall apply:

i. If the Individual is between 18 and 21 years of age, (s) he shall not be admitted unless (s) he produces an active patient registration card issued by the DPH or the CCC.

ii. If the Individual is younger than 18 years old, (s) he shall not be admitted without an active patient registration card and a personal caregiver with an active patient registration card.

iii. In addition to the patient registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification.

13. A Marijuana Retailer shall sell primarily Marijuana, Marijuana Products and Marijuana Accessories. The sale of other products must be merely incidental. A Marijuana Retailer is prohibited from applying for or otherwise holding tobacco sales permit. A Marijuana Retailer is also prohibited from holding a liquor license or selling or distributing any alcoholic beverage in any form.

14. If required, a Hazardous Waste permit is to be filed with the Board of Health annually.

15. If required, a waste-water permit and reports are to be filed.

16. All Marijuana Operating Permits expire annually on December 31st.

E. Incorporation of 105 CMR 500.000 and 105 CMR 590.000:

The manufacture of all edible Marijuana Products and food products containing Marijuana shall be conducted in a state-licensed marijuana manufacturing facility and in accordance with all applicable state regulations. Marijuana Businesses and Business Agents shall comply with 105 CMR 590.000, "Minimum Sanitation Standards for Food Establishments" relative to edible Marijuana Products.

F. Incorporation of 935 CMR 500.00 and 105 CMR 725.000:

Marijuana Businesses and Business Agents shall comply with 935 CMR 500.000 and 105 CMR 725.000.

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G. Out-of-Package Sales:

The sale or distribution of edible Marijuana Products in any form other than an original factory-wrapped package is prohibited, including the repackaging or dispensing of any edible Marijuana Product for retail sale.

H. Self-Service Displays:

All self-service displays of Marijuana or Marijuana Products are prohibited.

I. Vending Machines:

All vending machines containing Marijuana or Marijuana Products are prohibited.

J. Marijuana Accessories:

Marijuana Accessories, as defined herein, shall only be sold in Marijuana Businesses and Adult-Only Retail Tobacco Stores.

K. Compliance with All Laws:

1. All cultivation, processing, manufacturing, delivery, sale and use of Marijuana and Marijuana Products shall be conducted in compliance with all laws, bylaws, regulations or policies applicable to similar activities. This shall include, but not be limited to compliance with food service permit requirements, secondhand smoke regulations, electronic cigarette regulations, nuisance laws and all requirements associated with zoning and other local permitting.
2. In no instance shall a Marijuana Operating Permit be issued to any Marijuana Business which fails to comply with the Town of Berkley Zoning Bylaw.
3. The cultivation, processing, manufacturing, delivery, sale and use of Marijuana and Marijuana Products shall not exempt any Person or entity from complying with all state and local laws, bylaws, regulations and policies. Violation of any other such law shall constitute a violation of this regulation and be subject to the fines and penalties described herein. Nothing in this regulation gives any immunity under federal law or poses an obstacle to federal enforcement of federal law.
4. A Marijuana Business shall submit a security plan for review to the Berkley Police Department detailing all security measures taken to ensure patient, consumer and community safety and eliminate unauthorized access to the

premises; the Police Department shall notify the Board of Health if the security plan is sufficient.

5. The Board of Health may require the distribution of additional educational materials in Marijuana Businesses.

6. All dumpsters and trash containers shall be securely locked at all times.

L. Enforcement and Penalties:

1. Authority to inspect Marijuana Businesses for compliance and to enforce this regulation shall be held by the Board of Health, its designees and the Berkley Police Department.

2. Any Person may register a complaint under this regulation to initiate an investigation and enforcement with the Board of Health and its designees. Unscheduled compliance inspections shall be conducted at a minimum of three inspections annually.

3. If permissible by local bylaws, any fines or fees collected under this regulation shall be used for the administration and enforcement of this regulation and/or for any activities incidental to the regulation of the operation of Marijuana Businesses and the sale and use of Marijuana.

4. It shall be the responsibility of the Marijuana Operation Permit Holder and/or business agent to ensure compliance with all applicable sections of this regulation. Any Marijuana Business found to be in violation of the provisions of these regulations may receive a written warning citation, a fine, a Marijuana Operation Permit suspension, a Marijuana Operation Permit revocation.

5. Any Operating Permit Holder or any Person or entity charged with violation of any provision of this regulation shall receive a notice of violation from the Board of Health or its designated agent. Unless waived by the Operating Permit Holder, the Board of Health shall conduct a hearing to determine the facts of the violation, the appropriate corrective actions, the terms of suspension, if any, and/or issue a permit revocation order.

6. Prior to issuing any suspension or revocation, the Board of Health shall provide notice of the intent to suspend or revoke a permit, which notice shall contain the reasons therefor and establish a time and date for a hearing which date shall be

no earlier than 7 days after the date of said notice. The Operating Permit Holder shall have an opportunity to be heard at such hearing and shall be notified of the Board of Health's decision and the reasons therefor in writing. After a hearing, the Board of Health may suspend or revoke the Marijuana Operating Permit if the Board of Health finds that a violation of this regulation occurred.

7. Whoever violates any provisions of this regulation may be penalized by the non-criminal method of disposition as provided in General Laws Chapter 40, Section 21D. 8. Each day or portion thereof any violation exists shall be deemed to be a separate offense.

M. Variances:

1. A variance from this regulation may be requested in writing to the Board of Health. A variance may be granted by the Board of Health after a hearing at which time the applicant establishes the following:

- (a) Strict enforcement of this regulation would do manifest injustice; and
- (b) The granting of a variance shall not in any way impair the public health and safety or the environment.

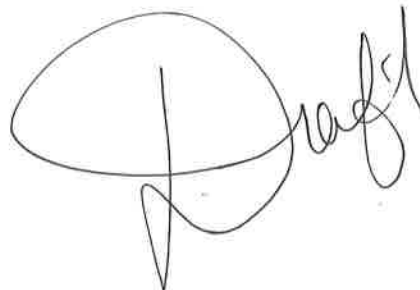
2. The Board of Health may impose any conditions, safeguards and other limitations on a variance when it deems it appropriate to protect the public health and safety or the environment.

N. Severability:

If any provision of this regulation is declared invalid or unenforceable, the provisions shall not be affected thereby but shall continue in full force and effect.

O. Effective Date:

This regulation shall take effect immediately upon passage by the Board of Health.

A handwritten signature in black ink, appearing to be "DRAFT" or similar, written over a horizontal line.

Draft

Plan to Remain Compliant with Local Zoning

Berkley Botanicals, Inc. (“Berkley Botanicals”) will remain compliant at all times with the local zoning requirements set forth by Berkley. In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12. Berkley Botanicals already has a licensed & operating, co-located RMD facility at its proposed Marijuana Establishment address and has obtained local approval for that facility.

Berkley Botanicals has already attended several meetings with various municipal officials and boards to discuss Berkley Botanicals’ plans for a proposed Marijuana Cultivator and Marijuana Product Manufacturer Establishment and has executed a Host Community Agreement with Berkley. Berkley Botanicals will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Berkley Botanicals’ marijuana establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Berkley Botanicals LLC – Response to more information for Host Community Information(plan to remain compliant with Local Zoning).

Zoning of 44 County Road, Berkley MA - General Business with Special Permit for a establishment
The Planning board approval is required to obtain a special permit. Attached are the planning board rules and regulations governing the issuance of special permits in the general business and special business overlay.

In Summary the requirement are :

- Plan to be submitted to planning board, town clerk, board of selectmen, ZBA, conservation commission, board of health, building inspector, historical commission, fire department, police department, and highway department.
 - Public hearing with abutter notification to address – traffic, water and sewer, community impact, including, site design, historic impact, design character, evaluation of public and private water system and waste water, school system, fire protection, police protection, open space, wetlands and mitigation of any adverse impact.
 - Special permit compliance meeting with planning board and applicant and issue a compliance report notifying building inspector prior to issuance of a Certificate of Occupancy.
 - Performance guarantee and landscape performance guarantee.
 - Site landscaping and site lighting requirements
-
- Parking and loading requirements.

Board of Health Rules and Regulations – they are also attached In Summary the requirements are:

- Rules to prevent nuisance from noise and odor

- No sales to persons under 21 years of age
- Persons in sales must be 21 years of age
- All sales are face to face
- Marijuana operating permits are issued annually
- Any person who sells cultivates or distributes cannabis must have a current license issued by the CCC or DPH.
- RMD shall sell primarily marijuana, marijuana products and accessories.
- If necessary hazardous waste permit
- manufacture of marijuana products and foods must be conducted in a state licensed marijuana facility and in accordance with all applicable state regulations. Marijuana Businesses and business agents must comply with 105 cmr 590.000 minimum sanitation standards for food establishments.
- All cultivation, processing, manufacturing, delivery and sales and use of Marijuana products shall be conducted in compliance with all laws, bylaws.
- Submit a security plan for review to the Berkley Police Department,

PLANNING BOARD RULES & REGULATIONS GOVERNING THE ISSUANCE OF SPECIAL PERMITS IN THE GENERAL BUSINESS AND SPECIAL BUSINESS OVERLAY

Section I - Purpose & Authority

- 1.0 These rules and regulations are adopted by the Planning Board, hereinafter called the Board, as the Special Permit Granting Approval Authority provided in Article 21 of the Berkley Zoning Bylaws for the purpose of granting Special Permit Approval.
- 1.1 These rules and regulations may be adopted and from time to time amended after notice and a public hearing. A concurring vote of a majority of the Board is required for favorable action. These rules and regulations and any amendments thereto must be filed with the Registry of Deeds and the Land Court in order for them to be enforceable.
- 1.2 These rules and regulations are effective when voted. A copy shall be filed with the office of the Town Clerk, with appropriate endorsements such as:

Date of Adoption by Planning Board: _____;
Date filed with Town Clerk: _____;

Section II - Application

- 2.0 An application for Special Permits shall also be accompanied by the following:
- 2.1 Abutters List. A list of the names and addresses which shall include the petitioner, abutters, owners of land directly opposite on any public or private street or way, and abutters to abutters within three hundred feet (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list;
- 2.2 Said list shall be presented on a properly executed list of abutters certified by the Board of Assessors. Applicant(s) shall submit envelopes addressed to each abutter along with Certified Mail cards, and return receipt requested slips, filled out for each abutter and any "parties of interest" as defined in M.G.L. Ch. 40A-Sec. 11. The return address on all mailing pieces shall be:

Berkley Planning Board
Berkley Town Hall
1 North Main Street
Berkley, MA 02779

- 2.3 All applications shall include two certified checks made payable to the order of the Town of Berkley. One check shall be for Administrative fees and the second check shall establish an
- 5/24/2012/08

individual consultant account. Any additional payments required shall be made within 10 days of receipt of the request.

In addition, the Applicant is responsible for all costs associated with the required mailing and advertising. Within 5 days of submission, the Applicant must supply the Board with:

A check made payable to the order of 'Postmaster' in an amount equal to the cost of the certified mailing.

A check in an amount equal to the cost of legal advertisement.

The Planning Board or its agent will provide the payee and amount to the Applicant.

2.3.1 Administrative Fee - The filing fee for a Special Permit application shall be determined by Gross Floor Area (GFA):

< 5,000 sq. ft GFA	\$750
> 5,000 – 19, 999 sq. ft. GFA	\$1500
> 20,000 sq. ft GFA	\$3000
Modification or Expansion	\$500
No Structure:	
under 2 acres	\$150
2 – 5 acres	\$350
5 – 20 acres	\$750
Over 20 acres	\$1,000 plus \$100 /acre over 20

2.3.2 Consultant Review Fee/Special Account

2.3.2.1 Every Special Permit application shall be required to file the following minimum review fee to establish an individual special account. If, in addition, this minimum amount is not sufficient to cover the entire cost of the review, the Board shall adjust said special account. The minimum fee and the adjustment schedule are as follows:

Up to 5,000 sq. ft.	\$5,000
Greater than 5,000 sq. ft.	\$5,000 - plus

	\$1,000 for each 10,000 sq. ft of building area or portion thereof
Modification	\$5,000 - plus \$1,000 for each 10,000 sq. ft of building area or portion thereof

No Structure:

under 5 acres	\$5,000
5 – 20 acres	\$7,500
Over 20 acres	\$10,000 plus \$500 /acre over 20

2.3.2.2 Where specific conditions arising from the land or the nature of the proposal necessitate the assistance of a planning, engineering, traffic, soils, hydrologic or other consultant(s), the Planning Board may engage such consultant services to assist the Board in analyzing the project to ensure compliance with all relevant laws, ordinances, bylaws, regulations, good design principals, and state-of-the-art technology. The Board may require that applicants pay a "review fee" consisting of the reasonable costs to be projected to be incurred by the Board, for the employment of consultants engaged by the Board to assist in the review of the application.

2.3.2.3 Funds received by the Board pursuant to this section shall be deposited with the Town Treasurer who shall establish a special individual account for this purpose. Expenditures from this special account may be made at the direction of the Board, without further appropriation. Expenditures from this special account shall be made only in connection with the review of a specific project or projects for which a review fee has been or will be collected from the applicant.

The balance of the applicant's deposit minus consultant charges shall at no time be less than one half (1/2) the initial deposit, and the applicant shall deposit such additional funds as are required to restore the Special Account

to the amount of the initial deposit upon notice from the Planning Board, by certified mail, that the amount on deposit has been decreased by the expenditures described herein to an amount at or below one half (1/2) the initial deposit.

The failure of the applicant to make the initial deposit, and/or to maintain the Special Account in accordance with this section, shall be grounds for denial of the application or permit.

2.3.2.4 Review fees may only be spent for services rendered in connection with the specific project for which they were collected. Accrued interest may also be spent for this purpose. At the completion of the Board's review of a project, any excess amount in the account, including any interest, attributable to a specific project, shall be repaid to the applicant or the applicant's successor in interest. The applicant must submit a written request for these funds. For the purpose of this regulation, any person or entity claiming to be an applicant's successor in interest shall provide the Board with the documentation establishing such succession in interest.

2.3.2.5 Any applicant may take an administrative appeal from the selection of the outside consultant to the Board of Selectmen, providing that such appeal is taken within 14 days of notification of the Board's appointment of the consultant. The grounds for such an appeal shall be limited to claims that the consultant selected has a conflict of interest or does not possess the minimum required qualifications as may be set by the Board. The minimum qualifications shall consist either of a four-year college level educational degree in, or one related to, the field of knowledge at issue or three or more years of practice in the field at issue or a closely related field. Minimum qualifications may be changed at the Board's discretion depending upon the complexity and/or importance of the proposed project. The required time limit for action upon an application by the Board shall be extended by the duration of the administrative appeal. In the event that no decision is made by the Board of Selectmen within one month following the filing of the appeal, the selection made by the Board shall stand.

2.3.2.6 Other Costs and Expenses - The applicant is responsible for preparing notices and associated costs of mailing to abutters and any parties in interest by certified mail, return receipt requested. The prepared notice shall be reviewed and mailed by the Planning Board or its agent. Return receipts are to be addressed to the Planning Board for further verification. The prepared notices/certified mailing shall be delivered to the Planning Board agent not less than ten (10) business days before the date of the public hearing.

- 2.4 One (1) copy of all local, state, and federal approvals, if obtained, prior to the granting of the Special Permit and any variances obtained prior to the granting of the Special Permit.
- 2.5 Written permission from the owner of the property to apply for Special Permit if the applicant is not the owner.
- 2.6 An original plan, and three (3) copies shall be submitted to the Planning Board. Additional copies of the application and plan shall be filed simultaneously by the applicant with the **Town Clerk, Board of Selectmen, Zoning Board of Appeals, Conservation Commission, Board of Health, Building Inspector, Historical Commission, Fire Dept., Police Dept., and Highway Dept.** and the standard form signed by each department shall be returned to the Planning Board within 5 days.
- A complete application packet shall be sent directly to the Planning Board's consultant(s) upon filing a Special Permit application.
- 2.7 A completed, current Tax Form (Form T) having required signatures.
- 2.8 2 copies of the final approved plan shall be submitted to the Planning Board on disk, or in .pdf format.

Section III - Procedures

- 3.0 **Public Hearing:** A public hearing notice shall be given by publication in a newspaper of general circulation once in each of two successive weeks, the first publication to be not less than fourteen (14) days before the day of the hearing and by posting such notice in a conspicuous place in town hall for a period of not less than fourteen (14) days before the day of such hearing and shall send written notice by certified mail, return receipt requested to all direct abutters. The legal ad and abutter notification shall include, at a minimum, the following information and shall be at the expense of the applicant:
- 3.0.1 The name, and if applicable, the business name and address of the applicant;
- 3.0.2 The street address and the assessor's map and lot number of the property as specified on the Special Permit Application on which construction, expansion or modification is planned;
- 3.0.3 A brief description of the type of construction, expansion or modification planned;
- 3.0.4 The designated Town office where the Special Permit Application and plans can be reviewed;
- 3.0.5 The date, time and place of the public hearing.
- 3.1 Approval: The Planning Board's approval may consider comments received from various municipal reviewers. Additionally, proposed methods of mitigating impacts associated with

each project will be incorporated into the Board's approval. In addition, the following criteria must be addressed to the Planning Board's satisfaction. Such findings shall pertain to the entire proposed development, including any Special Permit or design modifications imposed by the Planning Board as a condition of its approval, and off-site improvements proposed by the applicant or required by the Planning Board as a condition of its approval.

3.1.1 The traffic carrying capacity of the intersections and streets likely to be affected by the proposed development will meet the standards set forth in Section 6.

3.1.2 The planned capacities of public and/or private facilities such as water supply, sewage and drainage systems are adequate in the vicinity of the site to serve the proposed development.

3.1.3 The proposed development will comply with the community impact standards set forth in Section 6.

3.1.4 In granting approval of an application, the Planning Board may impose conditions, limitations and safeguards which shall be in writing and shall be a part of such approval. Such conditions may include, among other matters and subjects:

3.1.4.1 Controls on the location and type of access to the site;

3.1.4.2 Requirements for off-site improvements to improve the capacity and safety of roads, intersections, pedestrian ways, water, sewer, drainage, and other public facilities which are likely to be affected by the proposed development;

3.1.4.3 Requirements for donation and/or dedication of land for right-of-way to provide for future roadway and/or intersection widening or improvements;

3.1.4.4 Requirements for securing the performance of all proposed work, including proposed off-street improvements;

3.1.4.5 A passbook account, meeting the requirements of the Town Treasurer, shall be established in an amount determined by the Planning Board or Planning Board's designated agent sufficient to cover the cost of all or any part of the improvements required as conditions of approval;

3.1.4.6 Conditions to minimize off-site impacts on traffic and environmental quality during construction. (i.e. screening, stormwater runoff, construction dewatering, dust)

3.2 Minor Modification: A minor modification may be approved in accordance with the Special Permit Approval Zoning Bylaw. An additional project review fee may be assessed by the Planning Board.

3.3 Pre-construction Meeting: There shall be a pre-construction meeting with the Planning Board or its designated agent prior to commencement of any work on the development site. NOTE: Any changes to the approved Special Permit must be made in writing to the Board and approved prior to commencement of work.

3.4 Pre-construction Schedule: There shall be a site visit/inspection schedule set up by the Planning Board or its designated agent prior to commencement of any construction on the development site.

3.5 Occupancy Permits: The Planning Board or its designated agent shall conduct an on-site inspection of the development, hold a Special Permit compliance meeting with the Board and the applicant and issue a Special Permit compliance report notifying the Building Inspector prior to issuance of an occupancy permit by the building department.

3.6 Performance Guarantee: A separate passbook shall be established which meets the requirements of the Town Treasurer, with the applicant/controller of the land and/or project, in an amount acceptable to the Board, as a guarantee for performance of unfinished work to the development. In addition, the Board shall require a landscape performance guarantee for five (5) growing seasons from the time of planting.

Section IV – Special Permit Content

The Special Permit plan shall contain the following:

4.1 A Locus map at a scale of 1" = 200' which shall show all streets, bodies of water, public or private drinking supplies, public or private waste water disposal systems, landscape features, historic sites, habitats for endangered species within the parcel and within three hundred (300) feet of the parcel and all buildings within the parcel and within three hundred (300) feet of the parcel;

4.2 The location and name of all streets, any and all driveways, and curb-cuts within threehundred (300) feet of the site. Street shall include layout, designated as public or private, and pavement width;

4.3 On-site and abutting lot lines; names of all abutters as they appear in the most recent tax list. All contiguous property owned by the applicant shall be included;

4.4 Zoning District(s) boundary lines of the locus and all land within three hundred (300) feet of the parcel, including overlay districts and other districts not specifically mentioned; other information such as: floodplain, wetland and water resource protection, shall also be displayed. Other features including; slope, geological features, unique vegetation, existing; (six (6)" trunk diameter or greater measured four (4) feet above grade) trees, stone walls, easements, fencing, cemeteries, buildings (including historic background if any), prior

landfills, septic systems, private or public water supplies, rock outcroppings, vistas and other natural features;

- 4.5 Five (5) **signature lines** for Planning Board approval, **located in the lower right corner**, along with a statement that “This Special Permit Approval does not necessarily indicate compliance with the Berkley Zoning By-law”. **One (1) signature line for Town Clerk** approval along with the statement “I, Town Clerk of the town of Berkley, MA hereby certify that the notice of approval of this plan by the Planning Board has been received and recorded at this office and no appeal was received during the next twenty days after receipt and recording of said notice”;
- 4.6 Existing and proposed topography contour lines at two (2) foot intervals on the parcel to be developed and within one hundred (100)' thereof. Information and location of benchmark(s) used shall also be provided;
- 4.7 Information on the location, size, type and number of existing and proposed landscape features. A Landscaping Plan shall be provided showing species selected for approval by the Planning Board or its agent. The use of drought resistant varieties is encouraged. Said plan may be required to be prepared, stamped and signed by a Landscape Architect registered in the Commonwealth of Massachusetts;
- 4.8 Information on location, size and capacity of existing and proposed on-site and abutting utilities (water, sewer, drainage, electrical, cable, etc.);
- 4.9 A Zoning Chart with the minimum area requirements per the Berkley Zoning Bylaws;
- 4.10 Elevation and façade treatment plans of all proposed buildings. A listing of materials to be used;
- 4.11 Information on the location, size and type of parking, loading, storage, drive-thru and service areas;
- 4.12 Percent of building lot coverage and percentage of paved (impervious) area used for parking, loading, access within the property and percent open space of the site;
- 4.13 Existing and proposed location(s) of loading areas, driveways, access and egress points, and the location and number of parking spaces required per Berkley Zoning Bylaws;
- 4.14 The Special Permit plan(s) shall be at a scale of 1"=40', except for building elevation plans, which shall be at a scale of 1/4"=1' drawn on a standard 24"x36" sheet(s);
- 4.15 A Development Impact Statement will be required in accordance with Section 6;
- 4.16 Special Permit plan(s) must be prepared, signed and stamped by a professional civil engineer and a Professional Land Surveyor both who must be registered in the Commonwealth of Massachusetts. The land surveyor shall perform an instrument boundary survey and shall

certify the accuracy of the locations of the building, setbacks and all other required dimensions, elevations and measurements and shall be signed under the penalties of perjury;

- 4.17 The date and north arrow shall be shown;
- 4.18 The location of existing or proposed building(s) on the lot(s) shall be shown with the total square footage and dimensions of all buildings, all building elevations and floor plans, and perspective renderings;
- 4.19 The applicant shall submit information on existing and proposed on-site wells, water supply systems, storm drainage systems, utilities, sites for enclosed refuse and recycling containers and location and capacity of septic systems and estimated amounts of water consumption and sewer discharge, including: all measures proposed to prevent pollution of surface water or groundwater, soil erosion, increased runoff, and flooding. An erosion control plan showing method(s) and location(s) to be used shall also be submitted;
- 4.20 Existing and proposed signs; noting height, size, location and manner of lighting (applicant is encouraged to include photograph(s) and /or sketch(s));
- 4.21 A photometric plan showing the parcel to be developed and within fifty (50) feet thereof. The plan shall include the following: location of all existing and proposed exterior light(s), including building ground and parking lot light(s); noting height, initial foot-candle readings on the ground and data on the types of fixtures to be used. Lighting shall not intrude onto abutting properties or interfere with vehicular traffic on public ways;
- 4.22 A traffic impact study prepared by a registered professional engineer experienced and qualified in traffic engineering;
- 4.23 The application shall also furnish a narrative summary of the vital statistics of the project;
- 4.24 Any additional information, which the Board reasonably requires. The Board may engage appropriate consultants to review the Special Permit plan for completeness and correctness and shall require the applicant to pay for the cost of the review.

Section V – Requirements

All Special Permit applications and plans shall be prepared in compliance with the Berkley Zoning Bylaws and the Berkley Planning Board Rules and Regulations governing Special Permit Approval. The Special Permit standards not specifically enumerated herein shall be found in Time-Saver Standards for Special Permitting written by Joseph De Chiara & Lee E. Koppelman, as most recently revised. Along with all applicable Special Permit standards of the Architectural Access Board, American Disabilities Act, AASHTO and any other local, state, and federal standards not specifically enumerated herein. In the event there is a conflict in standards, the jurisdictional standard shall apply, unless otherwise waived by the Planning Board.

5.1 Site Landscaping

5.1.1 Every effort shall be made to retain and protect existing (6" trunk diameter or greater measured 4 feet above grade) trees, shrubs and other landscape features on a site.

5.1.2 A three (3) foot wide landscaping strip shall be provided along the foundation walls to soften their appearance for all non-residential building(s). The landscape strip may be staggered to a maximum of 5 feet, in order to vary the landscape design for a site. The landscape strip shall provide screening to the portion of the foundation above grade.

5.1.3 A twenty-five (25) foot undisturbed natural buffer area shall be maintained from any wetland resource area defined under the Massachusetts Wetland Protection Act and recognized by the Berkley Conservation Commission. Stairways, decks, fences and water dependent structures (and the grading for such) internal to parking lots and around buildings are not exempted from the twenty-five (25) foot setback requirements.

5.1.4 It is the purpose of these Rules and Regulations to preserve and/or maintain open space for new sites. Therefore any lot or group of contiguous lots totaling less than three (3) acres shall provide twenty five (25) percent open space. Any lot or group of contiguous lots totaling more than three (3) acres shall provide thirty-five (35) percent open space. Open space shall be considered any area not occupied by buildings, paving, drives, roadways, sidewalks etc. Wetland resources areas defined by the Massachusetts Wetland Protection Act can be used to meet the open space requirement described above. Whenever possible, open space should be maintained in its natural state. All open space areas on a site shall be adequately landscaped with trees, shrubs, flowers, grass, and/or mulch. Wherever feasible, open space shall be contiguous with other open space of abutting land.

5.1.5 Parking lots containing ten (10) or more parking spaces shall have at least one tree per eight (or fractions of eight) parking spaces. Such trees to be located within the paved parking area. Such trees shall be at least four (4)" trunk diameter measured twelve (12)" to eighteen (18)" above the ground with a minimum of sixty (60) square feet of seeded or landscaped permeable surface area per tree. When parking areas contain twenty-five (25) or more spaces, at least five (5) percent of the parking area shall be maintained with landscaping (within the interior of the parking area), including trees as above, in plots of at least ten (10) feet in width. Trees and landscaped plots shall be so designed and located as to provide visual relief and sun and wind screening within the parking area, and to assure safe patterns of internal circulation. Planting areas are required along parking area perimeters to prevent offsite glare onto the public or private way(s). Parking lot plantings shall not block motorists line of sight upon entering and exiting a site. Any landscaped area described above can be used to meet the open space requirement of this section for new sites.

5.2 Site Lighting

Access ways, parking areas, and pedestrian walkways shall have adequate lighting for security and safety reasons. Lighting shall meet the following standards:

- 5.2.1 The luminaries/lighting fixtures shall be the shoe box type or decorative in nature (with interior directional shields), consistent with the architectural theme of the development. Flood and area lighting is unacceptable. All luminaries/lighting fixtures shall have a total cutoff of all light at less than ninety (90) degrees from vertical. The lighting fixture shall only be visible from below.
- 5.2.2 Reflectors of proper distribution shall be selected for maximum efficiency. Reflectors and shielding shall provide total cutoff of all light at the property lines of the parcel to be developed.
- 5.2.3 The luminaries/lighting fixtures shall not exceed twenty (20) feet in height or the height of the building's roofline whichever is lower. The luminaries/lighting fixtures for sidewalks/paths shall not exceed 12 feet in height.
- 5.2.4 Where wall-pack type luminaries/lighting fixtures are utilized for outdoor lighting fixtures, the fixture shall be equipped with a prismatic lens to reduce glare. Wall-pack lighting shall be designed to a maximum cutoff of seventy (70) degrees from vertical. The location of the wall-pack on the structure shall not exceed 20 feet in height.
- 5.2.5 All luminaries/lighting fixtures shall be restricted to a maximum foot-candle level of 8.0 (initial), as measured directly below the fixture at grade.

5.3 Drainage

The drainage system shall be designed so that there is no net increase in the pre vs. post peak rates of storm water discharge for the 2, 10 and 100-year storm events and rates. The applicant shall demonstrate to the satisfaction of the Planning Board that the project is designed to have no measurable or significant impact as to existing vegetation, topography, wetlands, and other natural or man-made features.

The system shall be designed to treat storm water to all applicable standards of town, state and federal agencies. The system design shall promote on-site infiltration and minimize the discharge of pollutants to the ground and surface water. Drainage systems shall have an emergency overflow for the one-hundred (100) year storm event. Additionally, the drainage system will be designed in accordance with Stormwater Management Volume I and II prepared by: MA Department of Environmental Protection and MA Office of Coastal Zone Management as most recently revised. In special cases, the site drainage may utilize the Town's drainage system with the approval of the Planning Board, or its agent & the Highway Department. The Planning

Board requires that proper calculations be submitted. A minimum of one foot of freeboard shall be provided for all detention/retention structures.

5.3.1 Design Criteria: The applicant shall use the best available drainage systems. The suitability of the drainage design shall be based on the natural features, such as soil types, slope, vegetative cover, water table etc., of the site. Drainage plans shall be developed in consultation with the Planning Board office and the Board's consultants with the following objectives in mind:

5.3.1.1 Protection of surface and groundwater quality;

5.3.1.2 Public safety;

5.3.1.3 Protection of existing abutting properties, septic systems and public or private water systems;

5.3.1.4 Enhancement of and connection to natural drainage systems, including streams, floodplains, and associated wetlands;

5.3.1.5 Attractiveness of the plan, minimizing disruption to existing features, and successful imitation of natural systems;

5.3.1.6 Minimizing of long term maintenance and/or reconstruction obligations.

Unsuccessful imitation of a natural system

Successful imitation of a natural system

5.3.2 Performance Standards: On site drainage systems, including detention/retention areas, shall meet the following:

5.3.2.1 A thirty-five (35) foot buffer screen that is aesthetically pleasing of existing vegetation shall be retained between all detention or siltation structures and adjacent off-site uses (roadways and/or structures).

5.3.2.2 A thirty-five (35) foot buffer zone of existing vegetation shall be retained between all point source discharges of stormwater and surface waters and wetlands;

5.3.2.3 All piping within the drainage system shall be sized for the twenty five (25) year storm event.

5.3.2.4 Detention facilities shall be designed to function as natural wetlands, having characteristics of side slopes, gradients, vegetation and topographic location which follow naturally occurring wetland.

5.3.2.5 Side slopes of detention facilities should be no steeper than 3:1 horizontal to vertical relationship;

5.3.2.6 A maximum of 2% slope shall be permitted for the bottom of the basin;

5.3.2.7 Where clearing and/or regrading is unavoidable, vegetation shall be reestablished in conformance with the landscaping plan.

5.3.2.8 Detention basins shall provide one-hundred and fifty (150%) of the required storage volume for the one-hundred (100)-year storm event. At least one permeability test shall be conducted within each detention basin to estimate the infiltration rate. (one test per 10,000 square feet of overall detention basin area is required).

- 5.3.2.9 Ground infiltration by means of leaching pits, leaching catch basins or similar facilities are not allowed as a means to calculate or mitigate storm water disposal;
- 5.3.2.10 No drainage outfall shall be discharged at an elevation below the high water line of a wetland, stream or water body or abutting property;
- 5.3.2.11 A headwall with wing walls protected by rip-rapped aprons shall be provided at the outfall of all drainage pipes.
- 5.3.2.12 Test holes shall be conducted by a licensed soil evaluator in each detention basin in accordance with the 310CMR: Department of Environmental Protection (Title V) methods. A minimum of one test per 10,000 square feet of overall detention basin area is required. Monitoring wells may be required by the Planning Board.
- 5.3.2.13 All detention basins within ten (10) feet of parking lots, driveways, or areas of public access shall be protected by a guardrail. All detention basins within forty (40) feet of public ways shall be protected by a guardrail. The Planning Board may require additional guardrails.

5.4 Parking and Loading

Parking lots shall be designed to include median strips and landscape islands to improve internal circulation. Additionally, rows of parking should be interrupted by landscaped or naturally vegetated islands. Parking lots and access drives shall be designed to prevent motorists from stacking onto the public way. Parking areas shall be interconnected wherever feasible. Any entrance or exit driveway shall be a minimum of twenty five (25) feet in width. Parking lanes shall be sized according to the internal circulation pattern. Parking shall be prohibited between buildings and street layout, except for handicap access. Parking for large trucks shall be provided as determined by the Planning Board. Loading shall be designed to be convenient to the loading and unloading of vehicles and to avoid conflicts with the internal circulation pattern. Curbing shall be vertical granite at the access drive radii. Each site shall have only one curb cut per street frontage, except where it is deemed that more than one curb cut is necessary for emergency access purposes or to enhance the site.

5.5 Service Facilities

Service facilities such as: garbage collection, recycling containers, refrigeration units, utility areas and other facilities not specifically identified shall be screened in a manner consistent with the design of the building around their perimeters. Screening may consist of fencing and/or natural vegetation. Screening shall have an effective height and width to screen from public view said service facility.

5.6 Construction

- 5.6.1 All access drives and parking areas shall be graded, paved, and drained in accordance with standards enumerated above.

5.6.2 Curbing shall be placed at the edges of all paved surfaces. Wheelstops shall be placed where parking spaces abut sidewalks and/or walkways for pedestrians. Guardrails shall be placed along parking spaces and drive aisles where slopes exceed 3:1. Curbing shall not be bituminous concrete.

5.6.3 All utility connections shall be underground and constructed in accordance with the requirements of the town and other utility companies.

5.6.4 Bollards may be placed along the sides of the building exposed to vehicle traffic.

5.7 Access Connections

5.7.1 Separation between access connections on all collector and arterials shall be based on the posted speed limit in accordance with the following table:

<i>Posted Speed Limit (MPH)</i>	<i>Access Connection Spacing (Feet)</i>
20	140
30	210
40	280
50	350

5.7.2 The width of the access connections at the property line of the development shall not exceed 25 feet, unless the traffic impact study identifies and the Planning Board agrees to the need for turning lanes from the development onto the adjacent public road.

5.7.3 The access connection shall provide a minimum distance of 40 feet in depth between the property line and the beginning of any parking areas, turning areas and/or stacking lanes within the development.

Appropriate separation from road Inappropriate separation from road

5.7.4 For a site at an intersection where no alternatives exist, such as joint or cross access, the Board may allow construction of an access connection at a location suitably removed from the intersection. In such cases, the applicant shall provide directional restrictions (i.e. right in/ right out only and/or a restrictive median) as required by the Board.

5.7.5 A system of joint use driveways and cross access easements shall be established wherever feasible along (name road or overlay corridor) and the proposed development shall incorporate the following:

- a) A service drive or cross access corridor extending the width of the parcel.

- b) A design speed of 10 mph and sufficient width to accommodate two-way travel aisles.
- c) Stub-outs and other design features to make it visually obvious that the abutting properties may be tied in to provide cross-access via a service drive.

5.7.6 A leveling area shall be provided having a minus one percent (-1%) grade for a distance of thirty (30) feet measured from the nearest exterior line of the intersecting street, to the point of vertical curvature.

Appropriate leveling area

Inappropriate leveling area

5.8 Drive Through Facilities

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

5.8.2 Each stacking space shall be a minimum of twenty (20) feet in length and ten (10) feet in width along straight portions. Stacking spaces and stacking lanes shall be a minimum of twelve (12) feet in width along curved segments.

5.8.3 Stacking lanes shall be delineated from traffic aisles, other stacking lanes and parking areas with striping, curbing, landscaping and the use of alternative paving materials or raised medians.

5.8.4 Entrances to stacking lane(s) shall be clearly marked and a minimum of sixty (60) feet from the intersection with the public street. The distance shall be measured from the property line along the street to the beginning of the entrance.

Clearly delineated stacking lanes

5.8.5 Stacking lanes shall be designed to prevent circulation congestion, both on site and on adjacent public streets. The circulation shall: (a) separate drive-through traffic from site circulation, (b) not impede or impair access into or out of parking spaces, (c) not impede or impair vehicle or pedestrian traffic movement, and (d) minimize conflicts between pedestrian and vehicular traffic with physical and visual separation between the two. Stacking lanes shall not interfere with required loading and trash storage areas and loading or trash operations shall not impede or impair vehicle movement. If said separate stacking lane is curbed, an emergency by-pass or exit shall be provided.

- 5.8.6 Stacking lanes shall not enter or exit directly into a public right-of-way. Stacking lanes shall be integrated with the on-site circulation pattern.
- 5.8.7 The intersection of stacking lanes and walk-in customer access shall be a minimum of fifty (50) feet from any access connections and/or transaction windows. Said intersections shall be provided with a crosswalk. These crosswalks shall use enriched paving and striping and include warning signage aimed at both the pedestrian and vehicle.
- 5.8.8 Any outdoor service facilities (including menu boards, speakers, etc.) shall be a minimum of one hundred (100) feet from the property line of residential uses. Sound from such facilities may require a barrier to redirect sound away from abutters.
- 5.8.9 Menu boards shall be a maximum of thirty square (30) feet, with a maximum height of six (6) feet in height and shall be shielded from any public street and residential properties.

5.9 Architectural/Building Design

- 5.9.1 Architectural details of new buildings and additions, textures of wall and roof materials, should be harmonious with the building's overall architectural style and should preserve and enhance the character of the surrounding area.
- 5.9.2 The mass, proportion and scale of the building, roof shape, roof pitch, and proportions and relationships between doors and windows should be harmonious among themselves and with those of the surrounding area.
- 5.9.3 The building's location shall be oriented parallel or perpendicular to the street. Where the minimum setback cannot be maintained by the building, the applicant shall provide adequate spatial definitions through the use of walls, fences and or other elements, which will maintain the street line.
- 5.9.4 The design of proposed buildings, structures and additions shall complement, whenever feasible, the general setback, roof line, roof pitch, arrangement of openings, color, exterior materials, proportion and scale of existing buildings in the vicinity.
- 5.9.5 When a drive-through is proposed on a property with an historic building, the architectural character defining the exterior elements of the historic building shall be preserved. Signage should be compatible with the historic character of the building.
- 5.9.6 Buildings: buildings should be placed close to the road where appropriate; parking areas should be placed to the side or rear of buildings where appropriate; long horizontal facades should be avoided by incorporating recesses and projections, of a

minimum of two feet in depth; entrance ways should be emphasized by use of rooflines, changes in materials, landscape treatments or other architectural elements; franchise architecture with highly contrasting color scheme, non-traditional forms, reflective siding and roof materials should be avoided; drive-through elements should be architecturally incorporated into the building; drive-thorough elements generally should not face the street; the material used for additions should complement the materials of the original structure.

5.9.7 Rooflines: the use of flat roofs and A-frame roofs should be avoided; roof colors should be earth tones or a color that is darker than the facade and garish roof colors should not be used; visible roofing materials should complement the color and texture of the building's facade; roof mounted mechanical equipment should be screened from public view or grouped at the rear of the structure where visibility is limited.

5.9.8 Building Signs: simple geometric shapes should be used for signs; signs should be limited to two or three contrasting colors that complement the colors on the building; garish colors should be avoided; carved wooded signs are encouraged; lighting fixtures illuminating signs should be located so light is directed only onto the sign facade.

5.9.9 Windows: A minimum of 60% of the building's street side facade shall contain windows. The windows should be divided by muntins and framed with a casing trim; awnings should be designed as an integral part of the building facade; metal awnings are discouraged.

Section VI – Community and Traffic Impact Assessment

6.1 Community Impact Assessment

6.2 Purpose: To evaluate the impact of the proposed project on Town services and surrounding neighborhood.

Scope:

6.1.1 **Site design and neighborhood impact:** Evaluation of the relationship of proposed new structures or alterations to nearby pre-existing structures in terms of character and intensity of use (e.g., scale, mass, materials, color, location and size of doors and windows, setbacks, roof and cornice lines, and

other major design elements); and of the location or configuration of proposed structures, parking areas, and open space with respect to neighboring properties.

- 6.1.2 **Historic impact:** identification of impacts on significant historic properties, or archeological resources (if any) in the vicinity of the proposed development.
- 6.1.3 Evaluation of impacts on the public and private water system, wastewater disposal and sewage system, the school system, fire protection, police protection, libraries, open space, wetlands, waterways and parks and recreation facilities, and proposed methods of mitigation for any adverse impacts.

6.2 Community Impact Standards

Required:

- 6.2.1 Design elements shall be compatible with the character and scale of neighboring properties and structures.
- 6.2.2 The design of the development shall minimize the visibility of visually degrading elements such as trash collectors, loading docks, mechanical equipment, etc.
- 6.2.3 The design of the development shall be consistent or compatible with existing local plans (if any), including plan elements adopted by the Planning Board, Conservation Commission, Open Space Plan, and other Town bodies having such jurisdiction.
- 6.2.4 The location and configuration of proposed structures, parking areas and open space shall be designed so as to minimize any adverse impact on temperature and noise levels or wind velocities on the site and adjoining properties.
- 6.2.5 Outdoor lighting, including lighting on the exterior of a building or lighting in parking areas, shall be arranged to minimize glare and light spillover to neighboring properties.

6.3 Traffic Impact Assessment

Purpose: To document existing traffic conditions in the vicinity of the proposed project, to describe the volume and effect of projected traffic generated by the proposed project, and to identify measures proposed to mitigate any adverse impacts on traffic. A registered professional engineer experienced and qualified in traffic engineering shall prepare the traffic impact assessment.

Scope:

- 6.3.1 Document the methodology and sources used to service existing data and estimations;
- 6.3.2 Existing traffic conditions- average daily and peak hour volumes, average and peak speeds, sight distances, accident data for the previous 3 years, and levels of service (LOS) of intersections and streets affected by the proposed development. Generally, such data shall be presented for all streets and intersections adjacent to or within 1,000 feet of the project boundaries, and shall be no more than 12 months old at the date of application, unless other data is specifically approved by the Board.
- 6.3.3 Projected traffic conditions for design year of occupancy shall include: statement of design year of occupancy, average annual background traffic growth, impacts of proposed developments which have already been approved, under construction and /or are pending before a town board.
- 6.3.4 Projected impacts of the proposed development shall include: Projected peak hour and daily traffic generated by the development on roads and ways in the vicinity of the development; sight lines at the intersections of the proposed access connection and adjacent streets; existing and proposed traffic controls in the vicinity of the proposed development; and the projected post development traffic volumes and levels of service of intersections and streets likely to be affected by the proposed development.
- 6.3.5 Proposed mitigation shall include: A plan (with supporting text) to minimize traffic and safety impacts through such means as physical design and layout concepts, staggered employee work schedules, promoting use of public transit or carpooling, or other appropriate means; and an interior traffic and pedestrian circulation plan designed to minimize conflicts and safety problems. Measures shall be proposed to achieve the following postdevelopment standards:
 - (i). All streets and intersections to be impacted by the project shall have the same Level of Service or better than pre-development conditions.

6.4 Traffic Impact Standards

Required: The “level of service” (LOS) of all impacted intersections and streets shall be adequate following project development. For purposes of this standard:

- 6.4.1 “Level of service” (LOS) shall be determined according to criteria set forth by the Highway Capacity Manual;
- 6.4.2 “Impacted” means located within 1,000 feet of the closest boundary of the project site and projected to receive at least five percent (5%) of the anticipated average daily or peak hour traffic generated by the proposed development;

- 6.4.3 “Adequate” shall mean a level of service of “B” or better for rural, scenic and residential streets and for all new streets and intersections to be created in connection with the project; and “D” or better for all other streets and intersections; and

The proposed Special Permit shall minimize points of traffic conflict, both pedestrian and vehicular. The following guidelines shall be used to achieve this standard:

- 6.4.4 Entrance and exit driveways shall be so located and designed as to achieve maximum practicable distance from existing and proposed access connections from adjacent properties.
- 6.4.5 Where possible, driveways shall not be located opposite similar driveways.
- 6.4.6 Sharing of access driveways by adjoining properties and uses is encouraged.
- 6.4.7 Left-hand turns and other turning movements shall be minimized.
- 6.4.8 Driveways shall be so located and designed as to discourage the routing of vehicular traffic to and through residential streets.
- 6.4.9 Pedestrian and bicycle circulation shall be separated from motor vehicle circulation as far as practicable.

Section VII - Severability of Provisions

The provisions of these rules and regulations are severable. If any provision of these Rules and Regulation is held invalid, the other provisions shall not be affected thereby. If the application of these rules and regulations, or any of its provisions to any person or circumstances is held invalid, the application of these rules and regulations and their provisions to other persons and circumstances shall not be affected thereby.

Section VIII - Waiver of Full Compliance

Full compliance with these rules and regulations may be waived by the Planning Board, provided such waivers are deemed to serve the public interest and are not conflicting with Chapter 40A M.G.L. Requested waivers shall be submitted in writing at the time of the application accompanied by reasons the waiver(s) if granted would benefit the residents of the Town of Berkley.

Section IX - Violations

Written notice of any violation of this bylaw shall be provided by the Zoning Enforcement Officer/Building Inspector to the owner of the premises, specifying the nature of the violations and a schedule of compliance, including cleanup of any spilled materials. This compliance schedule must be reasonable in relation to the public health hazard involved and the difficulty of compliance. In no event shall more than 30 days be allowed for either compliance or revitalization of a plan for longer-term compliance. In the enforcement of this bylaw, the Building Inspector shall notify the Health Inspector of any violations and seek the Health Inspector's and/or Agent's assistance.

Section X - Definitions:

Access: A way or means of approach to provide vehicular or pedestrian entrance or exit to a property.

Access Connection: Any driveway, street, curb cut, turnout or other means of providing for the movement of vehicles to or from the public/private roadway network.

Best Management Practices (BMP): For the purposes of storm-water management structural or nonstructural and managerial techniques that are recognized to be the most effective and practical means to prevent or reduce non-point source pollutants from entering receiving waters in accordance with Stormwater Management Volume I and II prepared by: MA Department of Environmental Protection and MA Office of Coastal Zone Management as most recently revised.

Cross Access: A service drive providing vehicular access between two or more contiguous sites so the driver need not enter the public street system.

Directional Median Opening: An opening in a restrictive median, which provides for the specific movements and physically restricts other movements. Directional median opening for two opposing left or "U-turn" movements along a road segment are considered one directional median opening.

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

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

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

Joint Access (or Shared Access): A driveway connecting two or more contiguous sites to the public/private street systems.

Leveling Area: A level area (thirty (30) feet in depth at -1% grade) at the intersection of the access connection and the public way.

Lot, Corner: Any lot having at least two (2) contiguous sides abutting upon one or more streets, provided the interior angle at the intersection of such two sides is less than one hundred thirty-five (135) degrees.

Restrictive Median: A physical barrier in the roadway that separates traffic traveling in opposite directions, such as a concrete barrier or landscaped island.

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

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001363351

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

2a. Location of its principal office:

No. and Street: 50 COUNTY STREET
 City or Town: BERKLEY State: MA Zip: 02779 Country: USA

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

No. and Street: 50 COUNTY STREET
 City or Town: BERKLEY State: MA Zip: 02779 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 PURPOSE OF THE COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE ORGANIZED. THIS INCLUDES RETAIL STORE AND PLANT CULTIVATION.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MARK AZAR
 No. and Street: 170 PLEASANT ST
 City or Town: FALL RIVER State: MA Zip: 02721 Country: USA

I, MARK AZAR 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

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute

SOC SIGNATORY

MICHAEL MIZRAHI

13 BAY ROAD
WARREN, RI 02885 USA

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	MICHAEL MIZRAHI	13 BAY ROAD WARREN, RI 02885 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of January, 2019,
MICHAEL MIZRAHI

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

BYLAWS
OPERATING AGREEMENT
of
Berkley Botanicals, LLC

This Operating Agreement or bylaws (the "Agreement") made and entered into this 4th day of February, 2019 (the "Execution Date"),

BY:

Michael Mizrahi of 13 bay road, Warren, RI 02885

(the "Member").

BACKGROUND:

- A. The Member wishes to be the sole member of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

1. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the Commonwealth of Massachusetts. The rights and obligations of the Member will be as stated in the Massachusetts Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be Berkley Botanicals, LLC.

Sole Member

3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

Purpose

4. Retail store and plant cultivation.

Term

5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

6. The Principal Office of the Company will be located at 50 County Street, Berkley MA. 02779 or such other place as the Members may from time to time designate.

Capital Contributions

7. The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Michael Mizrahi	\$50,000.00	\$ _____

Allocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the sole Member:

Michael Mizrahi of 13 bay road, warren ri 02885.

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Any Member has the authority to bind the Company in contract.

Duty of Loyalty

19. While a person is a Member of the Company, and for a period of at least two years after that person ceases to be a Member, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

26. Any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least three months prior to withdrawal.
27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business;

has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
32. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

36. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

37. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
38. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

39. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
40. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

42. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
 - a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

44. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Tax Treatment

49. This Company is intended to be treated as a disregarded entity, for the purposes of Federal and State Income Tax.

Annual Report

50. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or other tax returns. This report will consist of at least:
- a. A copy of the Company's federal income tax returns for that fiscal year.

Goodwill

51. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

52. The Members submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

53. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

54. No Member may do any act in contravention of this Agreement.
55. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
56. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
57. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.
58. No Member may confess a judgment against the Company.
59. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

60. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

61. A Member or any employee will not be liable to the Company or to any other Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred or implied by this Agreement or the Company. The Member or employee will be liable only for any and all acts and omissions involving intentional wrongdoing.

Liability Insurance

62. The Company may acquire insurance on behalf of any Member, employee, agent or other person engaged in the business interest of the Company against any liability asserted against them or incurred by them while acting in good faith on behalf of the Company.

Life Insurance

63. The Company will have the right to acquire life insurance on the lives of any or all of the Members, whenever it is deemed necessary by the Company. Each Member will cooperate fully with the Company in obtaining any such policies of life insurance.

Actions Requiring Unanimous Consent

64. The following actions will require the unanimous consent of all Members:
- a. Incurring Company liabilities over \$1,000.00.
 - b. Incurring a single transaction expense over \$1,000.00.
 - c. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.

- d. Releasing any Company claim except for payment in full.

Amendment of this Agreement

- 65. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

- 66. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

- 67. Time is of the essence in this Agreement.
- 68. This Agreement may be executed in counterparts.
- 69. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
- 70. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 71. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.
- 72. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and

representatives.

73. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
74. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

75. For the purpose of this Agreement, the following terms are defined as follows:
- a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Distributions" means a payment of Company profits to the Members.
 - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
 - e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
 - f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
 - g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.

- h. "Principal Office" means the office whether inside or outside the Commonwealth of Massachusetts where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Member has duly affixed their signature under hand and seal on this 11th day of January, 2019.

Michael Mizrahi (Member)

OPERATING AGREEMENT
of
Berkley Botanicals, LLC

This Operating Agreement (the "Agreement") made and entered into this 4th day of February, 2019 (the "Execution Date"),

BY:

Michael Mizrahi of 13 bay road, Warren, RI 02885

(the "Member").

BACKGROUND:

- A. The Member wishes to be the sole member of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Member within the limited liability company.

IN CONSIDERATION OF and as a condition of the Member entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Member agrees as follows:

Formation

- 1. By this Agreement, the Member forms a Limited Liability Company (the "Company") in accordance with the laws of the Commonwealth of Massachusetts. The rights and obligations of the Member will be as stated in the Massachusetts Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

- 2. The name of the Company will be Berkley Botanicals, LLC.

Sole Member

3. While the Company consists only of one Member, any reference in this Agreement to two or more Members and that requires the majority consent or unanimous consent of Members, or that requires a certain percentage vote of Members, should be interpreted as only requiring the consent or vote of the sole Member.

Purpose

4. Cultivation, manufacture, and retail.

Term

5. The Company will continue until terminated as provided in this Agreement or may dissolve under conditions provided in the Act.

Place of Business

6. The Principal Office of the Company will be located at 44 County Street, Berkley, MA 02779 or such other place as the Members may from time to time designate.

Capital Contributions

7. The following table shows the Initial Contributions of the Member. The Member agrees to make the Initial Contributions to the Company in full, according to the following terms:

Member	Contribution Description	Value of Contribution
Michael Mizrahi	\$10,000.00 in cash	\$10,000.00

Allocation of Profits/Losses

8. Subject to the other provisions of this Agreement, the Net Profits or Losses, for accounting purposes, will accrue to and be borne by the sole Member:

Michael Mizrahi of 13 bay road, Warren, RI 02885.

9. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

10. A Member's Interest in the Company will be considered personal property.

Withdrawal of Contribution

11. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

12. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

13. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the remaining Members may contribute in proportion to their existing Capital Contributions to resolve the amount in default. In such case, the allocation of Net Profits or Losses and the distribution of assets on dissociation or dissolution will be adjusted accordingly.
14. Any advance of money to the Company by any Member in excess of the amounts provided for in this Agreement or subsequently agreed to, will be deemed a debt due from the Company rather than an increase in the Capital Contribution of the Member. This liability will be repaid with interest at such rates and times to be determined by a majority of the Members. This liability will not entitle the lending Member to any increased share of the Company's profits nor to a greater voting power. Repayment of such debts will have priority over any other payments to Members.

Capital Accounts

15. An individual capital account (the "Capital Account") will be maintained for each Member and their Initial Contributions will be credited to this account. Any Additional Contributions made by any Member will be credited to that Member's individual Capital Account.

Interest on Capital

16. No borrowing charge or loan interest will be due or payable to any Member on their agreed Capital Contribution inclusive of any agreed Additional Contributions.

Management

17. Management of this Company is vested in the Members.

Authority to Bind Company

18. Only the following individuals, classes or groups have authority to bind the Company in contract: michael mizrahi.

Duty of Loyalty

19. While a person is a Member of the Company, that person will not carry on, or participate in, a similar business to the business of the Company within any market regions that were established or contemplated by the Company before or during that person's tenure as Member.

Duty to Devote Time

20. Each Member will devote such time and attention to the business of the Company as the majority of the Members will from time to time reasonably determine for the conduct of the Company's business.

Member Meetings

21. A meeting may be called by any Member providing that reasonable notice has been given to the other Members.
22. Regular meetings of the Members will be held only as required.

Voting

23. Each Member will be entitled to cast votes on any matter based upon the proportion of that Member's Capital Contributions in the Company.

Admission of New Members

24. A new Member may only be admitted to the Company with a unanimous vote of the existing Members.
25. The new Member agrees to be bound by all the covenants, terms, and conditions of this Agreement, inclusive of all current and future amendments. Further, a new Member will execute such documents as are needed to affect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

26. A Member may not withdraw from the Company without the unanimous consent of the remaining Members. Any such unauthorized withdrawal will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings.
27. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
28. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

29. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application

by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.

30. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Dissociation of a Member

31. Where the Company consists of two or more Members, in the event of either a voluntary or involuntary withdrawal of a Member, if the remaining Members elect to purchase the interest of the withdrawing Member, the remaining Members will serve written notice of such election, including the purchase price and method and schedule of payment for the withdrawing Member's Interests, upon the withdrawing Member, their executor, administrator, trustee, committee or analogous fiduciary within a reasonable period after acquiring knowledge of the change in circumstance to the affected Member. The purchase amount of any buyout of a Member's Interests will be determined as set out in the Valuation of Interest section of this Agreement.
32. Valuation and distribution will be determined as described in the Valuation of Interest section of this Agreement.
33. The remaining Members retain the right to seek damages from a dissociated Member where the dissociation resulted from a malicious or criminal act by the dissociated Member or where the dissociated Member had breached their fiduciary duty to the Company or was in breach of this Agreement or had acted in a way that could reasonably be foreseen to bring harm or damage to the Company or to the reputation of the Company.
34. A dissociated Member will only have liability for Company obligations that were incurred during their time as a Member. On dissociation of a Member, the Company will prepare, file, serve, and publish all notices required by law to protect the dissociated Member from liability for future Company obligations.
35. Where the remaining Members have purchased the interest of a dissociated Member, the purchase amount will be paid in full, but without interest, within 90 days of the date of

withdrawal. The Company will retain exclusive rights to use of the trade name and firm name and all related brand and model names of the Company.

Right of First Purchase

36. Where the Company consists of two or more Members, in the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

37. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
38. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

39. A Member's financial interest in the Company will be in proportion to their Capital Contributions, inclusive of any Additional Capital Contributions.
40. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
41. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

Dissolution

42. The Company may be dissolved by a unanimous vote of the Members. The Company will also be dissolved on the occurrence of events specified in the Act.
43. Upon Dissolution of the Company and liquidation of Company property, and after payment of all selling costs and expenses, the liquidator will distribute the Company assets to the following groups according to the following order of priority:
 - a. in satisfaction of liabilities to creditors except Company obligations to current Members;
 - b. in satisfaction of Company debt obligations to current Members; and then
 - c. to the Members based on Member financial interest, as set out in the Valuation of Interest section of this Agreement.

Records

44. The Company will at all times maintain accurate records of the following:
 - a. Information regarding the status of the business and the financial condition of the Company.
 - b. A copy of the Company federal, state, and local income taxes for each year, promptly after becoming available.
 - c. Name and last known business, residential, or mailing address of each Member, as well as the date that person became a Member.
 - d. A copy of this Agreement and any articles or certificate of formation, as well as all amendments, together with any executed copies of any written powers of attorney pursuant to which this Agreement, articles or certificate, and any amendments have been executed.
 - e. The cash, property, and services contributed to the Company by each Member, along with a description and value, and any contributions that have been agreed to be made in the future.

45. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.

Books of Account

46. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

47. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

48. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Fiscal Year End

49. The fiscal year end of the Company is the 31st day of December.

Tax Treatment

50. This Company is intended to be treated as a corporation, for the purposes of Federal and State Income Tax.

Annual Report

51. As soon as practicable after the close of each fiscal year, the Company will furnish to each Member an annual report showing a full and complete account of the condition of the Company including all information as will be necessary for the preparation of each Member's income or

other tax returns. This report will consist of at least:

- a. A copy of the Company's federal income tax returns for that fiscal year.
- b. Income statement.

Goodwill

52. The goodwill of the Company will be assessed at an amount to be determined by appraisal using generally accepted accounting principles (GAAP).

Governing Law

53. The Members submit to the jurisdiction of the courts of the Commonwealth of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Force Majeure

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Forbidden Acts

55. No Member may do any act in contravention of this Agreement.
56. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
57. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.
58. No Member will have the right or authority to bind or obligate the Company to any extent with regard to any matter outside the intended purpose of the Company.

59. No Member may confess a judgment against the Company.
60. Any violation of the above forbidden acts will be deemed an Involuntary Withdrawal and may be treated accordingly by the remaining Members.

Indemnification

61. All Members will be indemnified and held harmless by the Company from and against any and all claims of any nature, whatsoever, arising out of a Member's participation in Company affairs. A Member will not be entitled to indemnification under this section for liability arising out of gross negligence or willful misconduct of the Member or the breach by the Member of any provisions of this Agreement.

Liability

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Life Insurance

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- 70. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.
- 71. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 72. This Agreement contains the entire agreement between the Members. All negotiations and understandings have been included in this Agreement. Statements or representations that may have been made by any Member during the negotiation stages of this Agreement, may in some

way be inconsistent with this final written Agreement. All such statements have no force or effect in respect to this Agreement. Only the written terms of this Agreement will bind the Members.

- 73. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon each Member's successors, assigns, executors, administrators, beneficiaries, and representatives.
- 74. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Members at the addresses contained in this Agreement or as the Members may later designate in writing.
- 75. All of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

Definitions

- 76. For the purpose of this Agreement, the following terms are defined as follows:
 - a. "Additional Contribution" means Capital Contributions, other than Initial Contributions, made by Members to the Company.
 - b. "Capital Contribution" means the total amount of cash, property, or services contributed to the Company by any one Member.
 - c. "Distributions" means a payment of Company profits to the Members.
 - d. "Initial Contribution" means the initial Capital Contributions made by any Member to acquire an interest in the Company.
 - e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0626878848
Notice Date: February 4, 2019
Case ID: 0-000-475-904



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BERKLEY BOTANICALS LLC
44 COUNTY ST LOT
BERKLEY MA 02779-1714



Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BERKLEY BOTANICALS 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?

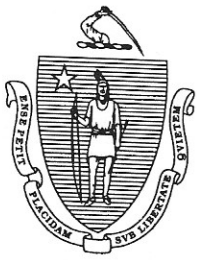
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

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



William Francis Galvin
Secretary of the
Commonwealth

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

October 30, 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

BERKLEY BOTANICALS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **January 11, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

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



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



To whom it may concern,

HW Staffing Solutions is proud to partner with Berkley Botanicals LLC to help the staffing efforts with an emphasis on minorities, women, and veterans. HW Staffing is committed to bring a diverse culture into Berkley Botanicals. We have agreed to focus our staffing efforts on cities that have been adversely affected by old marijuana laws and recruiting individuals in those areas.

If you have any questions please contact HW Staffing Solutions at 508-823-6464.

Sincerely,
Andrew Romans
Business Development Manager
508-694-3704
aromans@hwstaffing.com

CORPORATE OFFICE
PO Box 517
South Easton, MA 02375
508.694.3700
hwstaffing.com

Diversity Plan

Berkley Botanicals LLC. (“Berkley Botanicals”) believes in creating and sustaining a robust policy of inclusivity and diversity. Berkley Botanicals recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Berkley Botanicals is dedicated to creating a diverse culture with a commitment to all individuals. Berkley Botanicals' diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and people of all LGBTQ and sexual orientations. Berkley Botanicals will make every effort to employ 60% of the staff that classify as minorities, women, veterans & people with disabilities. The breakdown of that 60% is as follows:

- 40% Female
- 15% Minorities
- 4 % Veterans
- 1% People with Disabilities

Berkley Botanicals’ executives and leadership are committed to successful implementation of Berkley Botanicals’ Diversity Plan. Berkley Botanicals’ executive management team believes that increased diversity will provide Berkley Botanicals with a richer perspective and approach to its business.

Berkley Botanicals believes in creating and sustaining a robust policy of inclusivity and diversity because Berkley Botanicals recognizes that diversity in the workforce is key to the integrity of a company’s commitment to the community where it is established. Coupled with that vision, Berkley Botanicals also wants to ensure that its customers see themselves in the makeup of Berkley Botanicals’ employees.

Berkley Botanicals’ comprehensive diversity empowerment plan is a pillar of its purpose-driven company. To better serve Berkley Botanicals’ customers, Berkley Botanicals aims to create an environment where personal identities, race, military service, sexual orientation, and heritage are utilized, celebrated, and valued. Berkley Botanicals’ diversity initiatives and strategies are designed to attract, develop, and advance the most talented individuals regardless of their race, sexual orientation, religion, age, gender, disability status, or any other dimension of diversity.

Diversity Recruitment and Sourcing

Berkley Botanicals will establish and maintain an inclusive and diverse workforce to serve its customers through innovative corporate recruitment of underrepresented and minority communities. Berkley Botanicals has developed strategic corporate initiatives to

ensure a diverse and qualified staff stands ready to serve Berkley Botanicals customers' needs. These strategic corporate initiatives include:

- Hosting bi-annual career fairs in underrepresented and minority communities;
- We have contracted with HW Staffing to recruit individuals for employment that come from diverse backgrounds, and their main focus will be women, minorities and veterans. We will work with HW Staffing to ensure that only resumes are forwarded to Berkley Botanicals that are from diverse backgrounds, and their main focus will be women, minorities and veterans. If HW Staffing is unable to bring diverse applicants within the first 90 days of engagement, then Berkley Botanicals will engage a new staffing company that will be able to reach individuals from diverse backgrounds, and their main focus will be women, minorities and veterans.
- Provide quarterly cultural training to staff on cultural sensitivity and recognizing unconscious bias; and
- Using suppliers who are also committed to diversity and inclusion.

Berkley Botanicals' recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Developing relationships with organizations serving minorities, women, people of the LGBTQ community, veterans, and persons with disabilities for employment referrals. We will identify and meet with the executive management of the identified organizations and walk them through our diversity goals and develop a working relationship for referrals ;
- Providing briefings to representatives from recruitment sources concerning current and future job openings;
- Encouraging employees from diverse groups to refer applicants for employment;
- Participating in career day programs at MassHire Bristol Career Center in Fall River and encouraging Berkley Botanicals' diverse employees to participate whenever possible. We will hold career day events the first Thursday in March & the first Thursday in September every year;
- Establishing recruitment efforts at higher learning institutions, and institutions with special programs that reach diverse people through meeting with the responsible individuals that oversee the organizations diversity programs;
- Identify, meet and develop relationships with housing, transportation, and other programs designed to improve employment opportunities for diverse persons and provide that information at job fairs and employee orientation;
- Gather information from all area community child care facilities to get information about facilities curriculum and child care services for diverse persons and present the information at job fairs and employee orientations. The goal is to inform potential hires of the child care options that are available to them in the

area and also educate them on the MA daycare voucher program and what daycares participate.

- Ensuring that job openings are sent to community partners; and
- Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media.

Employee Retention, Training and Development

Berkley Botanicals will offer promotions, career counseling, and training to provide all employees with opportunity for growth and to decrease turnover. Berkley Botanicals will ensure that all employees are given opportunities for promotion by communicating opportunities, training programs, and clearly defined job descriptions. Berkley Botanicals will ensure that all employees have access to receive career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development. Berkley Botanicals will instruct managers and supervisors to refer employees seeking career counseling to the Director of Human Resource and Compliance.

Berkley Botanicals' diversity awareness training emphasizes Berkley Botanicals' zero-tolerance commitment of harassment and discrimination and Berkley Botanicals' strict adherence to take corrective action should any issues, concerns, or complaints arise. All Berkley Botanicals employees are required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan. There will also be an annual diversity training every year for all employees broken up by department to guarantee maximum participation. The trainings will occur during the first week of August every year.

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program, employees will undergo additional diversity training that will be tailored to the employee's specific job function. All employees will also be required to undergo ongoing diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan.

Awareness of Diversity Plan goals and Berkley Botanicals' efforts to create an open culture with zero tolerance for discrimination, harassment, or retaliation, is crucial to Berkley Botanicals' success. Management, staff, associates, vendors, contractors, and the

general public all benefit from being informed of the Diversity Plan objectives and procedures. Dissemination of information of the Diversity Plan includes the following:

- Inclusion of Berkley Botanicals' Reasonable Accommodation statement in the Employee Handbook;
- Inclusion of Berkley Botanicals' zero-tolerance policies for harassment, discrimination, bullying, and other actions which oppose Berkley Botanicals' goal for a diverse workforce;
- Postings in suitable areas for employee communication;
- Diversity training programs for all employees;
- Semi-annual progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

Strategic Partnerships, Suppliers and Vendors

Berkley Botanicals will partner with local organizations focused on inclusion and opportunity for minorities, women, veterans, groups concerned with persons with disabilities, and people of all LGBTQ community.

Berkley Botanicals will promote diversity and support the local economy through purchasing goods and services from vendors, contractors, and professional service providers that are owned and operated by individuals that have cultural and ethnically diverse characteristics. In selecting potential contractors, subcontractors, vendors and suppliers, Berkley Botanicals will first contract with small and diverse businesses. Berkley Botanicals' goal is to maintain diverse organization, vendor, and contractor spending at or above 20% of total related expenses.

External communication efforts that align with Berkley Botanicals' Diversity Plan will include:

- Sponsoring events and Advertising in Color magazine, a diversity & empowerment publication from Massachusetts;
- Participating in employment and business notification programs for minorities, women, disabled persons, the LGBTQ community, and veterans; and
- Distribution of literature to organizations actively supportive of minorities, women, disabled persons, the LGBTQ community, and veterans.

Measuring Progress

Berkley Botanicals has established a Diversity Committee (the "Committee") to assist the executive management team and the Director of Human Resources and Compliance with the implementation and growth of the Diversity Plan. The initial members of the Committee were selected based on their diverse status and their personal commitments to diversity. Initial Members of the Committee the President and CEO, Director of

Community Outreach and Compliance COO. Additional members of the Committee may be added at the discretion of Berkley Botanicals' executive management team.

The Committee will be responsible for:

- Assisting management in arriving at effective solutions to problems regarding issues of diversity and inclusion;
- Designing and implementing internal reporting systems that measure the effectiveness of programs designed to support a company culture that fosters diversity;
- Keeping the company informed of progress through quarterly reports;
- Reviewing the Diversity Plan with management at all levels of Berkley Botanicals to ensure that the Diversity Plan is understood; and
- Auditing Berkley Botanicals' internal and external job postings to ensure information is in compliance with Berkley Botanicals' diversity policies and procedures.

The Director of Human Resources and Compliance at Berkley Botanicals will be responsible for auditing the Diversity Plan and measuring its progress. The progress will be measured annually starting on the date that Berkley Botanicals receives its provisional license. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

- Employment data, including information on minority, women, disabled, and veteran representation in the workforce in all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;
- The total number and value of all contracts and/or subcontractors awarded for goods and services;
- An identification of each subcontract actually awarded to a member of a diverse group and the actual value of such subcontract;
- A comprehensive description of all efforts made by Berkley Botanicals to monitor and enforce the Diversity Plan;
- Information on diverse group investment, equity ownership, and other ownership or employment opportunities initiated or promoted by Berkley Botanicals;
- Berkley Botanicals will use an HR software that tracks employee demographics and classifications and will help to ensure that Berkley Botanicals is meeting its goal to employ 60% of the staff that classify as minorities, women, veterans, people with disabilities;
- Other information deemed necessary or desirable by the Commission to ensure compliance with the rules and regulations governing marijuana establishments in Massachusetts; and

- When available, a workforce utilization report to track the employment goal to maintain that 60% of the staff that classify as minorities, women, veterans, people with disabilities. The report will including the following information for each job category at Berkley Botanicals:
 - The total number of persons employed;
 - The total number of men employed;
 - The total number of women employed;
 - The total number of veterans;
 - The total number of service-disabled veterans; and
 - The total number of members of each racial minority employed.

Acknowledgments

- Berkley Botanicals 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;
- 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.



To whom it may concern,

HW Staffing Solutions is proud to partner with Berkley Botanicals LLC to help the staffing efforts, with an emphasis in the surrounding cities of Greater Taunton, Brockton, New Bedford, and Fall River. HW Staffing is committed to bring a diverse culture into the new industry, including but not limited to minorities, veterans, and women.

If you have any questions, please contact HW Staffing Solutions at 508-823-6464.

Sincerely,
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Maintaining of Financial Records

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

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

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

Overview of Personnel Policies including Background Checks

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Berkley Botanicals LLC ("Berkley Botanicals") will undergo a detailed background investigation prior to being granted access to a Berkley Botanicals facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Berkley Botanicals pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Berkley Botanicals will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Berkley Botanicals will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Berkley Botanicals will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;

- viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, Berkley Botanicals will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Berkley Botanicals along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Berkley Botanicals or the Commission.

Agent Personnel Records

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

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;

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

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

Job Descriptions in compliance with 935 CMR 500.105(9)(d)(1)

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Berkley Botanicals, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Berkley Botanicals agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the Berkley Botanicals facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the Berkley Botanicals facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Berkley Botanicals agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of Security Agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor Berkley Botanicals' security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the Berkley Botanicals facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and Berkley Botanicals agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the Berkley Botanicals facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort Berkley Botanicals agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the BioTrackTHC & METRC system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Berkley Botanicals' policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Berkley Botanicals will support the executive management team on a day-to-day basis to effectively implement all

personnel policies and procedures for Berkley Botanicals, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Berkley Botanicals agents;
- Review and revise Berkley Botanicals personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Berkley Botanicals agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Director of Cultivation: The Director of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Director of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Supervise and train agents in an ongoing capacity;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with Cultivation Technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Direct Digital Control (DDC).
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Provide pesticide recommendations and ensure IPM Program is sufficient.

Cultivation Manager: The Cultivation Manager supervises and participates in all aspects of daily Cultivation Facility tasks. The Cultivation Manager operates under the supervision of the Director of Cultivation and will:

- Instruct Cultivation Technicians on operation procedures;
- Train and supervise Cultivation Technicians;
- Assist with the activities performed by all Cultivation Technicians;
- Instruct agents or apply pesticides with guidance from the Director of Cultivation;
- Perform routine maintenance;
- Maintain inventory of all cultivation supplies and order such supplies;
- Report daily to Director of Cultivation; and
- Coordinate with relevant staff regarding harvest schedules.

Cultivation Technician: Cultivation Technicians are responsible for all daily tasks in their assigned areas within the Cultivation Facility. Cultivation Technicians report directly to Cultivation Manager and/or Director of Cultivation. Responsibilities include, but are not limited to:

- Irrigation;

- Pruning;
- Pesticide application;
- Potting/Re-potting;
- Propagation;
- Light construction; and
- Janitorial duties (i.e. cleaning, disinfecting, sterilizing).

Production Manager: The Production Manager is responsible for all post-harvest handling of marijuana. The Production Manager coordinates directly with the Cultivation Manager regarding harvest schedules. Production Manager reports directly to the Director of Cultivation and is responsible for the following:

- Transitioning harvested plant material from cultivation rooms to the Trim Room where marijuana is trimmed via machine and manually;
- Overseeing Trim Technicians and delegates daily tasks to production agents;
- Ensuring quality control of finished marijuana flowers;
- Monitoring the status of the Dry Room and of marijuana flowers that are in the process of drying;
- Entering wet and dry weights of all product including flowers and trim into BioTrackTHC & METRC;
- Working with Cultivation Technicians to ensure prompt transfer of marijuana trim to relevant room within the Cultivation Facility;
- Overseeing bulk packaging and storing in dedicated vault; and
- Relaying information to the Inventory Manager for sales purposes.

Trim Technicians: Trim Technicians are responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim Technicians report directly to the Production Manager and are responsible for:

- Receiving daily tasks from the Production Manager;
- Assisting in the harvest of marijuana;
- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room; and
- Cleaning and maintaining scissors and trim machines.

Production Manager: Responsible for production of all concentrates and marijuana products created by Berkley Botanicals. This includes, but is not limited to:

- Managing inventory and par-levels of all concentrate and marijuana products, including integration into the BioTrackTHC & METRC;
- Creating raw Super Critical CO2 (SCCO2) concentrate;
- Creating distilled, high-purity concentrate for use in marijuana products and vaporizer cartridges;
- Creating all marijuana products;
- Organizing extraction schedule based on availability of cultivated material;
- Maintaining a rigid cleaning schedule that all lab agents must adhere to;
- Ensuring safety pursuant to established safety protocols;
- Coordinating facility repairs and maintenance;

- Supervising and training agents in an ongoing manner; and
- Providing mandatory training for new agents.

Lab/Production Assistant: Responsible for supporting the Production Manager during day-to-day operations. This includes, but is not limited to:

- Drying and grinding cultivated material in preparation for SCCO₂ extraction;
- Unpacking and cleaning the SCCO₂ extractor;
- Cleaning and sanitization of all lab glassware;
- Cleaning and sanitization of all kitchen cookware and utensils;
- Cleaning and sanitization of the distillation still;
- Routine scheduled maintenance of all equipment; and
- Assisting with packaging of all concentrate and marijuana products to be sold.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Berkley Botanicals facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions.

Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Berkley Botanicals facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Berkley Botanicals;
- Properly setting up product displays pursuant to Berkley Botanicals policies and procedures;
- Executing and enforcing compliance with Commission regulations and Berkley Botanicals policies and procedures;
- Understanding sales transactions using BioTrackTHC & METRC;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

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

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

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

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

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

Hiring and Recruitment

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

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

Standards of Conduct

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

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

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

Violence and Weapons in the Workplace

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

At-Will Employment

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

Workplace Attire

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

Business Hours for Marijuana Establishment

Monday: 10:00AM – 9:00PM

Tuesday: 10:00AM – 9:00PM
Wednesday: 10:00AM – 9:00PM
Thursday: 10:00AM – 9:00PM
Friday: 10:00AM – 9:00PM
Saturday: 10:00AM – 9:00PM
Sunday: 10:00AM – 9:00PM

Overview of Personnel Policies and Procedures in compliance with 935 CMR

500.105(9)(d)(4)

Standard Employment Practices

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

Advancement

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

Drug-Free Work Place

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

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

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

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

company premises. Working while under the influence of prescription drugs that impair performance is prohibited.

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

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

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

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

Tobacco Products

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

Written Policies

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

Investigations

Berkley Botanicals will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel

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

Corrective Action

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

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

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

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
4. Theft or other criminal activity in any form;
5. Any action that is not in compliance with the Department rules for adult-use marijuana, and all other applicable laws and regulations;
6. Frequent absenteeism or absenteeism without proper notice;
7. Insubordinate behavior;
8. Vandalism or destruction of company property;
9. Being on company property during non-business hours;
10. The use of company equipment and/or company vehicles without supervisor approval;
11. Untruthfulness about criminal or personal work history, skills, or training;
12. Divulging company security practices or business practices;
13. Misrepresentations of Berkley Botanicals to a customer, a prospective customer, the general public, or an employee; and
14. Failure to follow Berkley Botanicals policies or procedures.
15. Failure to report any of the following to the general manager in accordance with applicable laws and regulations:

16. Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the Marijuana Establishment or a dispensary agent;
17. Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
18. Unauthorized destruction of marijuana;
19. Any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or dispensary agents;
20. An alarm activation or other event that requires response by public safety personnel;
21. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and
22. Any other breach of security.

Job Status

Job Classifications

Positions at Berkley Botanicals are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

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

Mandatory Meetings and Community Service Days

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

Breaks

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

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews

must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

Berkley Botanicals leave policies will comport with all state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Berkley Botanicals will determine which holidays will be observed and which departments will not be required to work. Berkley Botanicals will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Berkley Botanicals anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

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

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

Procedure

Step 1: Counseling and Verbal Warning

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

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

Step 2: Written Warning

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

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

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

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

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

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

Step 4: Recommendation for Termination of Employment

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

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

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

Appeal Process

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

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

Performance and Conduct Issues Not Subject to Progressive Discipline

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

Documentation

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

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or

assignment), reduction in workforce, or termination. When an employee separates from Berkley Botanicals, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. Resignation

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

2. Retirement

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

3. Job Abandonment

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

4. Termination

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

5. Reduction in Workforce

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

6. Release

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

Exit Interview

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

Return of Property

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

Termination of Benefits

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

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

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

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

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

Compensation

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

Selection Criteria

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

Responsibilities

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

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

Management Responsibility

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

Qualifications and Training

Berkley Botanicals Inc., (“BB”) will ensure that all employees hired to work at a BB facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

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

On or after July 1, 2019, all of BB’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. BB’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. BB’s owners, managers, and employees will then successfully complete the program once every year thereafter. BB will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. BB’s records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

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

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

Quality Control and Testing

Quality Control

Berkley Botanicals, Inc. (“BB”) will comply with the following sanitary requirements:

1. Any BB agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any BB agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. BB’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in BB’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. BB’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. BB will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. BB’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. BB’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. BB’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. BB will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in

- accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
 11. BB will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
 12. BB's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
 13. BB will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
 14. BB will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
 15. BB will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

BB's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will 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).

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

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

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

BB will process marijuana in a safe and sanitary manner. BB will process the leaves and flowers of the female marijuana plant only, which will be:

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

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

Testing

BB will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of BB's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of BB's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

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

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

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of BB's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR

500.105(12), either by the Independent Testing Laboratory returning excess marijuana to BB for disposal or by the Independent Testing Laboratory disposing of it directly.

Recordkeeping Procedures

General Overview

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

Recordkeeping

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

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

- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with BB, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with BB and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - BB will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records

- The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - BB will use BioTrackTHC to maintain real-time inventory (in conjunction with Metrc). BioTrackTHC inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, BB will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by BB for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, BB will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two BB agents present during the disposal or handling, with their signatures. BB will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - BB will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event BB closes, all records will be kept for at least two (2) years at BB's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, BB will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to BB's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of BB's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;

- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to BB operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of BB, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on BB's website.
- Policies and procedures for the handling of cash on BB premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

BB will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

Plan for Restricting Access to Age 21 and Older

Pursuant to 935 CMR 500.050(5)(b), Berkley Botanicals LLC. (“Berkley Botanicals”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Berkley Botanicals agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2). In compliance with 935 CMR 500.030 all employees and registered agents will be 21 years old or older.

Acceptable documentation is a valid driver’s license or passport with photo or photo identification, showing date of birth issued by a governmental body; The employee will check the identification to ascertain that it is authentic. The manager will be informed if there is any appearance of forgery or tampering; In the absence of authentic identification, or in case of doubt, the employee will refuse service to the customer. After refusing service to any customer, employees will note the name, appearance and clothing of the individual involved. The information will be given to the Dispensary Manager and logged appropriately for future reference; No employee will “freely dispense”. All products will be dispensed in measured quantities.

In order for each employee to feel comfortable and confident with the above procedures, all employees who dispense marijuana will participate in a designated marijuana dispensing/handling awareness-training program at the beginning of employment. Additionally, employees will be required to complete, at minimum, annual marijuana dispensing awareness training; supplementary trainings will be scheduled accordingly in the event of a policy/procedure change or an update to the laws and regulations surrounding the Adult-Use Marijuana program.

In the event Berkley Botanicals discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). Berkley Botanicals will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Berkley Botanicals will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Berkley Botanicals will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising,

including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Berkley Botanicals will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), Berkley Botanicals packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Berkley Botanicals’ website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

The Berkley Botanicals dispensary will only sell adult use marijuana. There will be no medical sales in the facility.

Plan to Positively Impact Areas of Disproportionate Impact

Overview

Berkley Botanicals LLC. (“Berkley Botanicals”) is dedicated to serving and supporting the areas around it, particularly those that are classified as areas of disproportionate impact. Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Berkley Botanicals’ intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

Berkley Botanicals will take a proactive approach to informing the community about who we are, our proposed business operations, the safety and security of our facility and our accountability for the products we produce. Berkley Botanicals wants the community to feel comfortable and secure in knowing who we are and what we do. Berkley Botanicals understands this process begins with listening to concerns and issues, answering questions, offering solutions, and soliciting input. Furthermore, a significant goal of Berkley Botanicals is to assist populations in areas of disproportionate impact in any way possible. Therefore, engaging local officials, community groups, organizations and businesses is a key component of Berkley Botanicals’ community outreach strategy.

Berkley Botanicals’ Team

As Berkley Botanicals expands, Berkley Botanicals’ goal will be to employ a minimum of 15 individuals that currently reside in an area of disproportionate impact or have lived for five of the preceding ten years in an area of disproportionate impact. Berkley Botanicals will also strive to maintain a staff comprised of individuals that have a drug-related CORI but are otherwise legally employable in a cannabis-related enterprise.

Plan Administration

The Director of Human Resources and Compliance will administer the Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”). The Director will be responsible for developing measurable outcomes and ensure Berkley Botanicals continues to meet its commitment to the community. The Director will also be responsible for forming philanthropic partnerships in the community to implement and enhance the Plan. The progress and success of the plan will be documented upon renewal of the Berkley Botanicals license, which will be one year after receiving provisional license & each year thereafter.

Positive Impact Plan & measuring its success

Measuring Progress

Berkley Botanicals has established a Hiring Committee (the “Committee”) to assist the executive management team and the Director of Human Resources and Compliance with the implementation and growth of the Positive Impact Plan. The initial members of the Committee were selected based on their diverse status and their personal commitments to working with individuals from areas of disproportionate impact. Initial Members of the Committee are Mike Mizrahi, President and CEO, Matthew Radebach Radebach, Director of Community Outreach and Compliance and Ryan Young, Director of Cultivation. Additional members of the Committee may be added at the discretion of Berkley Botanicals’ executive management team.

The Committee will be responsible for:

- Reviewing all feedback from Education sessions to determine its success and if the topic of discussion is attracting members of the community. If it is determined that the topics are not successful, then the committee will work with local leaders to find topics within our mission that will draw a larger resident pool from areas of disproportionate impact;
- Keeping the company informed of equal opportunity progress through quarterly reports;
- Reviewing the Positive Impact Plan with management at all levels of Berkley Botanicals to ensure that the Positive Impact Plan is understood; and
- Auditing Berkley Botanicals’ internal and external job postings in the identified local areas of disproportionate impact to ensure information is in compliance with Berkley Botanicals’ Positive impact plan.

The Goals / Plan

To provide continuing service and reinvestment into areas of disproportionate impact, Berkley Botanicals is committed to programming, restorative justice, jail diversion, workforce development, industry-specific technical assistance, and mentoring services in areas of disproportionate impact. Berkley Botanicals is committed to hosting and participating in events that will support Brockton, Fall River & Taunton and other areas of disproportionate impact such as community service days, charity events for still to be determined local charities from Brockton, Fall River & Taunton (any future charity selected will provide a letter that Berkley Botanicals will submit to CCC that states they

are willing to take a charitable donation from Berkley Botanicals), and educational seminars. Berkley Botanicals will require all executives, managers, and employees to participate quarterly in a community service day. Each community service day will be organized with a charitable or local organization in an area of disproportionate impact. Further plans to positively affect areas of disproportionate impact may include the following:

- **Goal 1 – Aid in workforce development and education of industry-specific technical assistance**
 - Program to support that goal
 - Conducting at least two (2) one-hour industry-specific educational seminars annually across one or more of the following topics: marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training;
 - We will hold sessions at the following locations that focus on individuals from areas of disproportionate impact:
 - **Center for Innovation & Entrepreneurship** 151 Martine Street Fall River, MA
 - **Holiday Inn Express Brockton Center** 05 Westgate Dr, Brockton, MA
 - **Holiday Inn Taunton** 700 Myles Standish Blvd, Taunton, MA
 - Metrics to measure whether this Goal is successful or requires more improvement
 - The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and soliciting feedback from them on how they experienced the training. We will attempt to attract 15 of attendees and will evaluate their feedback to improve the training.
- **Goal 2 – Provide financial Education**
 - Program to support that goal:
 - We will be hiring local financial planners to provide 2 x two hour financial trainings annually in selected communities. The topics that will be covered will be budgeting, debt consolidation, tips to improving credit score and allow attendees to ask questions. We will post at all local community centers and in the local papers of the meetings.
 - We will hold sessions at the following locations in meeting rooms that we will rent that is centrally located for individuals from areas of disproportionate impact:

- **Center for Innovation & Entrepreneurship** 151 Martine Street
Fall River, MA
 - **Holiday Inn Express Brockton Center** 05 Westgate Dr, Brockton, MA 02301
 - **Holiday Inn Taunton** 700 Myles Standish Blvd, Taunton, MA 02780
- **Metrics to measure whether this Goal is successful or requires more improvement**
 - The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and soliciting feedback from them on how they experienced the training. We will attempt to attract 20 attendees and will evaluate their feedback to improve the training.
- **Goal 3 – Hold local sealing & expunging events**
 - Program to support that goal:
 - Holding two annual informational sessions regarding the process for sealing and expunging criminal records. At the sessions will be all the necessary paperwork that the individuals need and a checklist of the steps you have to follow to complete the process. We will post at all local community centers and in the local papers of the meetings.
 - We will hold sessions at the following locations in meeting rooms that we will rent that is centrally located for individuals from areas of disproportionate impact:
 - **Center for Innovation & Entrepreneurship** 151 Martine Street
Fall River, MA
 - **Holiday Inn Express Brockton Center** 05 Westgate Dr, Brockton, MA 02301
 - **Holiday Inn Taunton** 700 Myles Standish Blvd, Taunton, MA 02780
 - **Metrics to measure whether this Goal is successful or requires more improvement**
 - The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and soliciting feedback from them on how they experienced the training. We will attempt to attract 30 attendees and will evaluate their feedback to improve the training.

- **Metrics to measure whether this Goal is successful or requires more improvement**
 - The Hiring Committee will evaluate the success of this Program by tracking the amount of donations that were given to each organization and measure if one organization appeals to customers more than others.
- **Goal 4 - Instituting hiring practices that prioritize the hiring of individuals from these areas;**
 - **Program to support that goal:**
 - Conducting at least two (2) recruitment events at local career centers annually to offer an opportunity of employment for individuals from areas of Disproportionate impact: the jobs will be for marijuana cultivation, marijuana product manufacturing, marijuana retailing, or general admin staff;
 - We will hold sessions at the following locations that focus on individuals from areas of disproportionate impact:
 - **Center for Innovation & Entrepreneurship** 151 Martine Street
Fall River, MA
 - **Holiday Inn Express Brockton Center** 05 Westgate Dr, Brockton, MA 02301
 - **Holiday Inn Taunton** 700 Myles Standish Blvd, Taunton, MA 02780
 - **Metrics to measure whether this Goal is successful or requires more improvement**
 - The Hiring Committee will evaluate the success of this Program by tracking the number of attendees, and evaluate how many applications were filled out. We will attempt to attract 10 applicants and schedule first interviews on-site. We will measure quality of applicants after their interviews and see if we are able to get the quality candidates from these career centers.

The Director of Human Resources and Compliance at Berkley Botanicals will be responsible for auditing the Positive Impact Plan. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

- Employment data, including information on employees from disproportionate impact, minority, women, disabled, and veteran representation in the workforce in

all job classifications; average salary ranges; recruitment and training information (all job categories); and retention and outreach efforts;

- The total number and value of all contracts and/or subcontractors awarded for goods and services in areas of disproportionate impact;
- An identification of each subcontract actually awarded to a member of a area of disproportionate impact and the actual value of such subcontract;
- Total number of attendees at the 2 annual seminars at local organizations from Brockton, Fall River & Taunton.
- A comprehensive description of all efforts made by Berkley Botanicals to monitor and enforce the Positive Impact Plan;
- Other information deemed necessary or desirable by the Commission to ensure compliance with the rules and regulations governing marijuana establishments in Massachusetts; and
- When available, a workforce utilization report including the following information for each job category at Berkley Botanicals:
 - The total number of employees hired from areas of disproportionate impact
 - The total number of employees that were promoted from areas of disproportionate impact;
 - The total number of employees that have been retained and length of employment for employees from areas of disproportionate impact; and

Acknowledgments

- Berkley Botanicals 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;
- 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.



To whom it may concern,

HW Staffing Solutions is proud to partner with Berkley Botanicals LLC to help the staffing efforts with an emphasis on minorities, women, and veterans. HW Staffing is committed to bring a diverse culture into Berkley Botanicals. We have agreed to focus our staffing efforts on cities that have been adversely affected by old marijuana laws and recruiting individuals in those areas.

If you have any questions please contact HW Staffing Solutions at 508-823-6464.

Sincerely,
Andrew Romans
Business Development Manager
508-694-3704
aromans@hwstaffing.com

CORPORATE OFFICE
PO Box 517
South Easton, MA 02375
508.694.3700
hwstaffing.com



To whom it may concern,

HW Staffing Solutions is proud to partner with Berkley Botanicals LLC to help the staffing efforts, with an emphasis in the surrounding cities of Greater Taunton, Brockton, New Bedford, and Fall River. HW Staffing is committed to bring a diverse culture into the new industry, including but not limited to minorities, veterans, and women.

If you have any questions, please contact HW Staffing Solutions at 508-823-6464.

Sincerely,
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