



# Massachusetts Cannabis Control Commission

## Public Record Request

### Marijuana Microbusiness

#### General Information:

License Number: MB281450

Original Issued Date: N/A

Issued Date: N/A

Expiration Date: N/A

Payment Received: \$0      Payment Required: \$5625

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Keystone Bluff, LLC

Phone Number: 413-961-9488      Email Address: jason@keystonebluff.com

Business Address 1: 241 Highway 20	Business Address 2:	
Business City: Chester	Business State: MA	Business Zip Code: 01011
Mailing Address 1: PO Box 1	Mailing Address 2:	
Mailing City: Chester	Mailing State: MA	Mailing Zip Code: 01011

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

**PERSONS WITH DIRECT OR INDIRECT AUTHORITY**

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 20      Percentage Of Control: 33.3  
Role: Executive / Officer      Other Role:  
First Name: Jason      Last Name: Costa      Suffix:  
Gender: Male      User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 20      Percentage Of Control: 33.3  
Role: Executive / Officer      Other Role:  
First Name: Joshua      Last Name: McNey      Suffix:  
Gender: Male      User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 20      Percentage Of Control: 33.3  
Role: Executive / Officer      Other Role:  
First Name: Justin      Last Name: Fortanascio      Suffix:  
Gender: Male      User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

**ENTITIES WITH DIRECT OR INDIRECT AUTHORITY**

No records found

**CLOSE ASSOCIATES AND MEMBERS**

No records found

**CAPITAL RESOURCES - INDIVIDUALS**

Individual Contributing Capital 1

First Name: Jason      Last Name: Costa      Suffix:  
Types of Capital: Monetary/Equity      Other Type of Capital:      Total Value of the Capital Provided: \$299999.99      Percentage of Initial Capital: 99.99  
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Joshua      Last Name: McNey      Suffix:  
Types of Capital: Other (Specify), Monetary/Equity      Other Type of Capital: (JOINT ACCOUNT HOLDER; DID NOT CONTRIBUTE CAPITAL)      Total Value of the Capital Provided: \$0.01      Percentage of Initial Capital: 0.01  
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

Cultivation Environment: Indoor

Establishment Activities: Both Cultivating and Manufacturing

Establishment Address 1: 241 HWY 20

Establishment Address 2:

Establishment City: Chester

Establishment Zip Code: 01011

Approximate square footage of the Establishment: 2057

How many abutters does this property have?: 21

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

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Agreement Certification.pdf	pdf	5be6f5a8fe03b20d5f694a28	11/10/2018
Community Outreach Meeting Documentation	Community outreach meeting documentation.pdf	pdf	5cc35a0a51be434c62d2b250	04/26/2019
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation.pdf	pdf	5d5d86a67e918b22a66bd64f	08/21/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Rules.pdf	pdf	5d5d88e3af9d6f1dd589fd6f	08/21/2019

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	UPDATED Areas of Disproportionate Impact (Sept 2019).pdf	pdf	5d827bb58906c11df69cc390	09/18/2019

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Jason

Last Name: Costa Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Joshua

Last Name: McNey Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Executive / Officer

Other Role:

First Name: Justin

Last Name: Fortanascio 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
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing from the Secretary of the Commonwealth of Massachusetts.pdf	pdf	5bda0affe18b8a04881dcd04	10/31/2018
Department of Revenue - Certificate of Good standing	Certificate of Good Standing from the Massachusetts Department of Revenue.pdf	pdf	5bda0b2282d97d04a0077555	10/31/2018
Articles of Organization	Articles of Organization.pdf	pdf	5bda0b354088250d697fc810	10/31/2018
Bylaws	Operating Agreement: Bylaws.pdf	pdf	5bdb16466427cd044e627b4b	11/01/2018

No documents uploaded

Massachusetts Business Identification Number: 001323031

Doing-Business-As Name: Keystone Bluff, LLC

DBA Registration City: Chester

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	5bdcb735d912bf0445fe54b0	11/02/2018
Plan for Liability Insurance	CCC Proof of Insurance.pdf	pdf	5cc35df0942dc34c4ebe1429	04/26/2019
Proposed Timeline	Timeline to be Operational.pdf	pdf	5cc35e556b08e34c7632a27b	04/26/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and procedures for cultivating	Cultivation.pdf	pdf	5be1ec3fe18f9d0d7384fee4	11/06/2018
Dispensing procedures	Dispensing B2B.pdf	pdf	5be1ec48e18b8a04881dd243	11/06/2018
Inventory procedures	Inventory Controls.pdf	pdf	5be1ec5a82d97d04a0077aa4	11/06/2018

Production methods	Manufacturing, Production Methods.pdf	pdf	5be1ec8e730d5d0462f11ac1	11/06/2018
Sample of unique identifying marks for branding	Manufacturing, Sample of Unique Identifying Marks for Branding.pdf	pdf	5be1ec904088250d697fcd0	11/06/2018
Personnel policies including background checks	Personnel Policies.pdf	pdf	5be1ec961a7752047b590d7c	11/06/2018
Prevention of diversion	Prevention of Diversion.pdf	pdf	5be1ec98bcbac00d7d74ab7c	11/06/2018
Qualifications and training	Qualifications and Training.pdf	pdf	5be1eccc25766f0d55cc2948	11/06/2018
Record Keeping procedures	Record Keeping.pdf	pdf	5be1eccffe03b20d5f6946fe	11/06/2018
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5be1ecd0730d5d0462f11ac5	11/06/2018
Storage of marijuana	Storage.pdf	pdf	5be1ece8d912bf0445fe56bc	11/06/2018
Transportation of marijuana	Transportation.pdf	pdf	5be1ece925766f0d55cc294c	11/06/2018
Quality control and testing	Quality Control and Testing.pdf	pdf	5be1f5e4e18b8a04881dd255	11/06/2018
Security plan	Security Business Hours.pdf	pdf	5cc35edcb10c2044c559841a	04/26/2019
Maintaining of financial records	RFI Maintenance of Financial Records Procedures.pdf	pdf	5cc35fd4df25934c58f86377	04/26/2019
Types of products	(DEC 2019) Update Manufacturing, Types of Products.pdf	pdf	5e04f5bf541f65570b94752e	12/26/2019
Diversity plan	(DEC 2019) UPDATED Diversity and Inclusion Policy.pdf	pdf	5e04f5edf76dd253236e23c9	12/26/2019

#### 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

**PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS**

No records found

**HOURS OF OPERATION**

**Monday From: 10:00 AM      Monday To: 6:00 PM**

**Tuesday From: 10:00 AM      Tuesday To: 6:00 PM**

**Wednesday From: 10:00 AM      Wednesday To: 6:00 PM**

**Thursday From: 10:00 AM      Thursday To: 6:00 PM**

**Friday From: 10:00 AM      Friday To: 6:00 PM**

**Saturday From: 11:00 AM      Saturday To: 5:00 PM**

**Sunday From: 11:00 AM      Sunday To: 5:00 PM**

CONFIDENTIAL

# KEYSTONE BLUFF, LLC

MBN281450

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Business Plan



Address: 241 Highway 20 / Chester, MA / 01011

Point of Contact: Jason Costa / [jason@keystonebluff.com](mailto:jason@keystonebluff.com) / +1 (413) 961-9488

**November, 2018**

**Keystone Bluff is applying for a Marijuana Microbusiness license to cultivate, process and manufacture cannabis products in the Commonwealth of Massachusetts. Keystone Bluff's business operations are located in Chester, Massachusetts, on historic Route 20 in Pioneer Valley. This scenic town -- known as the "Gem of the Valley" -- will host Keystone Bluff's cultivation and processing facilities, and will be the heart of its long-term business operations in Massachusetts.**

**Disclaimer**

This business plan contains forward-looking statements about Keystone Bluff, LLC and the market for legal adult-use cannabis in Massachusetts. Past results and market conditions do not necessarily predict future outcomes. Cannabis is illegal at the federal level, which makes even state-licensed and approved cannabis investments more risky than most other business enterprises. All members, partners and shareholders of Keystone Bluff, LLC are bound by the company's Operating Agreement, which governs how the business operates and dictates the rights of members. Prior to investing, please consult a respected legal and/or financial advisor to review your rights and responsibilities as a prospective Keystone Bluff, LLC member/shareholder. This business plan is confidential.



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## I Executive Summary

### **The Company**

Keystone Bluff was incorporated in April 2018 in Massachusetts. It is our goal to secure a license to cultivate and manufacture high-quality cannabis and cannabis-based products that are the best and most sustainably produced organic offerings in the market. When evaluated, inspected and if approved for licensing by the Massachusetts Cannabis Control Commission (CCC), our company will be among the first adult-use cannabis cultivators in Western Massachusetts.

Since commencing operations in March of 2018, Keystone Bluff's team -- comprised of a Chief Executive Officer (CEO) Chief Operating Officer (COO) and Chief Security Officer (CSO) -- has engaged in research, planning, legal and accounting consultation, strategic relationship development, and municipal and law enforcement outreach. The following document outlines our operational plans, market considerations and financial forecasts.

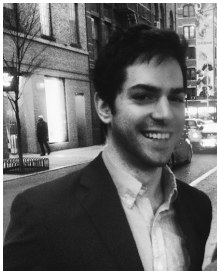
### **Executive Team**

Jason Costa, Chief Executive Officer  
New York University, B.S., Management, International Business



Jason Costa started his first lemonade stand at age 5, and has been an entrepreneur ever since. Keystone Bluff draws on his deep personal roots in cannabis cultivation, having helped his late father to grow medicinal cannabis in their home garden. In addition to Keystone Bluff, Jason is the founder and president of The Costa Group, a boutique marketing and consulting firm.

Justin Fortanascio, Chief Operating Officer, Master Grower  
Fordham University, B.A., History



Justin Fortanascio is a meticulous, experienced gardener who has honed Keystone Bluff's organic, soil-grown method of indoor cannabis cultivation. Justin has also managed business operations for The Costa Group since 2013. With a professional background in non-profits, education and philanthropy, Justin will also lead Keystone Bluff's Corporate Social Responsibility program.

Josh McNey, Chief Security Officer  
Columbia University, B.A., Sociology



Josh McNey is a former US Marine with nearly a decade of experience in the areas of security planning, physical security, and surveillance. He will be responsible for the security and safety of our operation and act as our primary point of contact with law enforcement, first responders and security contractors. Josh is also a photographer, and his work has been published and exhibited in New York and around the world.

## **Vision**

Keystone Bluff aspires to be a pioneer in sustainable cannabis cultivation. Our vision is to become the leading craft producer of organic, soil-grown cannabis in New England.

## **Mission**

KB will cultivate and sell the highest quality organic cannabis flower, resin and cannabis-infused products, using best practices in cultivation, processing and manufacturing. We are dedicated to creating a model partnership with our local community that includes supporting local businesses, hiring locally, and generously donating to charities and local foundations that share our passion for education, economic development, social justice, historic preservation, and environmental conservation in our region.

## **Values**

- Honest -- We conduct ourselves with integrity, we follow the rules, and we are committed to transparency.
- Inclusive -- We respect each other's differences, and believe that our diversity makes us stronger as a team. We are friendly, welcoming and helpful to each other, our neighbors, and the surrounding communities.
- Green -- We strive to exemplify the possibilities of an environmentally-minded cannabis industry. We are green in every facet of our business, from our products and ingredients to our business operations and supply chain. Our soil-grown cannabis is organically cultivated, without the use of pesticides or chemical fertilizers.

## II Products

Our products reflect a commitment to simple, quality ingredients, attention to detail and an appreciation for a truly special cannabis experience. We bring a hand touch to everything we do and it shows in the flowers we grow and the products we make from them.

The first of our core products is natural, organic, sustainably grown cannabis of the highest connoisseur quality. Keystone Bluff will initially cultivate four strains of cannabis. We expect to be growing one pure or mostly indica strain, one pure or mostly sativa strain, and two hybrid strains.

We initially intend to sell our best cannabis flowers at wholesale in just one grade: Private Reserve-quality flower. This is the cream of the crop, consisting of only top colas of the plant, the very largest flowers of the highest quality and appearance. These flowers are painstakingly trimmed, dried and then cured for at least two months. We intend to brand and position this private reserve flower as an ultra-premium cannabis of choice.

Cannabinoid-rich flowers that do not meet the appearance standards of our Private Reserve will be made into resin, our second core product. Resin is extracted by heat pressing cannabis flowers or trim leaves until a sticky, sap-like resin is expelled. In our second year we will also use these smaller flowers and trim to begin producing small quantities of food-grade oils.

Cannabis farming -- particularly large-scale greenhouse farming -- is a relatively new endeavor for most market participants. As with any new venture, there will be a learning curve. We expect our cultivation plan, production schedule, harvesting and processing efforts to become more efficient over time, as we identify, test, and implement optimized practices.



Different grades of cannabis resin

### III Phases of Growth

#### Phase 1

Keystone Bluff will build out our initial facility within a raw space measuring approximately 2,000 square feet (“Charlie’s Garage”). Approximately 1,000 square feet of this will be active canopy. At full production, Charlie’s Garage is expected to produce at least 15 pounds of premium dried cannabis flowers per month, plus an additional 5+ pounds of small flowers and high quality trim.



Charlie’s Garage, circa 1915

The cannabis flowers and trim not meeting the Private Reserve standard will be further processed on site into a form of cannabis product called resin or rosin. In addition to producing resin from our own cultivated cannabis, our Microbusiness license also permits us to purchase up to 2,000 pounds of cannabis from other licensed cultivators for the production of additional resin.

Wholesale products:

- Private Reserve-quality flower, hand-trimmed, dried and cured for 2+ months
- Cannabis Resin, extracted through simple heat and pressure

#### Phase 2

Pending approval of tier expansion and appropriate licensing from the Commission, Keystone Bluff operations are intended to significantly expand through the purchase and development of a suitable outdoor growing space. The Phase 2 facility will be located in Chester, MA and is anticipated to commence operations with at least 10,000 square feet of canopy in a newly constructed greenhouse, with an additional 40,000+ square feet of outdoor grow space, bringing the operation up to 50,000+ square feet of canopy. Pending regulatory and community approvals, we would continue to add at least 10,000+ square feet of greenhouse space every year, up to a maximum license capacity of 100,000 square feet.

During this phase, the Charlie’s Garage facility will transition away from indoor cultivation to focus on manufacturing, packaging and distribution.

Wholesale products:

- Private Reserve-quality flower, hand-trimmed, dried and cured for 2+ months
- Cannabis Resin, extracted through heat and pressure
- Cannabis-infused oils suitable for topical and edible applications
- Oils, balms, and tinctures, subject to demand and market conditions

### Phase 3

Keystone Bluff intends to open a flagship retail space in Western Massachusetts. The location would showcase locally grown cannabis from KB and other area farms.

Wholesale and retail products:

- Private Reserve-quality flower, hand-trimmed, dried and cured for 2+ months
- Cannabis Resin, extracted through heat and pressure
- Cannabis-infused oils suitable for topical and edible applications
- Oils, balms, and tinctures, subject to demand and market conditions



View of Gobble Mountain, Chester, MA

## Current Timeline and Milestones

### Completed Objectives

- Executed Host Community Agreement
- Signed Lease
- Submitted CCC Application
- Engaged Architect

### Phase 1

- Pre-Open
  - Secure license
  - Build out Charlie's Garage site
- Year 1
  - Initiate cultivation and manufacturing operation
  - Acquire Chester farm site

### Phase 2

- Year 2
  - Build initial greenhouse facility
  - Initiate outdoor cultivation
  - Expand manufacturing operations
- Year 3
  - Expand greenhouse facilities
- Year 4
  - Expand greenhouse facilities
  - Identify retail location/opportunity
- Year 5
  - Expand greenhouse facilities
  - Build out retail location

### Phase 3

- Year 6
  - Expand greenhouse facilities
  - Open retail location
- Year 7
  - Maximize canopy allowed in Massachusetts
  - Explore expansion opportunities outside Massachusetts



## **IV     Operations**

As part of our application to the CCC, Keystone Bluff has developed detailed plans and procedures that cover all major areas of our business operations.

### **Security and Safety**

Keystone Bluff is fully committed to the security of our community, our employees, our guests and our overall business operation. Our security operations include comprehensive video surveillance, access control, intrusion detection, and other measures. A separate, confidential Security Manual and supplemental materials provide details regarding these and other specific measures we take in support of this commitment. These plans are reviewed by local fire and law enforcement officials and our security measures will be subject to inspection by the CCC prior to licensing.

### **Cultivation**

Keystone Bluff aspires to be a pioneer in organic cannabis cultivation in the Commonwealth of Massachusetts. Our approach to cannabis cultivation is based on proven indoor soil growing techniques and our integrated quality control standards exceed regulatory requirements. We cultivate organic cannabis in soil beds, mimicking the outdoor methods that produce some of the healthiest, best cannabis in the world. The “living soil” methodology is widespread in some areas of the world but remains novel in industrialized agriculture. In a living soil system, the feeding regimen is based on cultivating and renewing soil health with natural ingredients like bat guano and sea kelp, rather than feeding the plants directly with chemical fertilizers.

Our cultivation methods are based on personal experience and guidance from experts like New Entry Sustainable Farming Project, American Council for an Energy Efficient Economy (ACEEE), and the Commonwealth of Massachusetts Farm Energy Program, among many others. We also referenced guidance from US Departments of Agriculture and programs for organic agriculture at premier agricultural institutions like University of Massachusetts Amherst. We have also tested and verified the keen wisdom of experienced thought leaders and activists like Jorge Cervantes, Cassandra Maffey, Masanobu Fukuoka, and Ed Rosenthal, among others. See the attached bibliography for more information about resource materials and works cited.

### **Manufacturing**

Like our approach to cultivation, we also take a gentle approach to manufacturing. We believe in producing great cannabis products with simple methods. Whether the end manufacturing product is high quality cannabis resin in Year 1 or food grade cannabis oils in our second year, we start with great ingredients. We will continue to explore alternative manufacturing techniques as market demand evolves and as we develop new products that meet our high standard.

## **Product Safety, Quality Control and Testing**

Ensuring that our products for sale are natural, pure and free from contamination is a top priority. Both our Cultivation and Manufacturing plans outline diligent protocols for testing soil, water, and all final products for sale. The Massachusetts Cannabis Control Commission has developed and published detailed regulations for product testing and safety. These regulations cover both product safety (handling requirements, contamination prevention, testing and quarantine procedures) and consumer-friendly packaging requirements, including labeling and child-safety rules. Quality control measures to ensure product safety are built in to our cultivation and manufacturing plans, and include sanitation measures, extensive testing protocols, and other internal and third-party controls.

## **Staffing and HR**

We value our team members -- full-time, part-time, and seasonal. All team members are part of the Keystone Bluff family. Our goal is to create long-term relationships and partnerships with all of our team members. We want to be invested in their growth, and we want them to be invested in ours.

We also believe that being a great place to work requires ongoing commitment. We have developed detailed plans for creating a diverse and inclusive workplace. We have also developed detailed personnel policies that will serve as a starting place as we work with our future employees to define roles and responsibilities that excite them. We believe that our business can set the industry bar for identifying, recruiting and promoting a truly diverse and inclusive team.

## **Diversity and Inclusion**

Keystone Bluff knows the value of diversity. And we seek to be a workplace that truly celebrates diverse perspectives. Our valued differences include but are not limited to race, ethnicity, ancestry, sex, gender identity or expression, religious or non-religious status, age, disability, sexual orientation, neurodivergence, veteran status, economic status, marital status, communication and learning styles, and other characteristics and traits.

Keystone Bluff actualizes our value of diversity through openness and inclusion. We promote civility, collegiality and respect for one another and our community. And we regard this commitment as a central aspect of preparing our employees for success in an increasingly pluralistic world.

## **Compliance**

Regulatory compliance is a cornerstone of our business model. Keystone Bluff has submitted detailed plans to the CCC regarding specific measures we will use to ensure ongoing compliance with applicable laws and regulations. Plans include measures aimed at identifying irregularities, safeguards for important records and detailed internal and external investigation and reporting requirements.

Strong indications, including the most recent comments from the US Attorney's office in Boston and a dearth of federal prosecutions of state-licensed cannabis businesses, suggest that regulators and law enforcement will not be pursuing legitimate cannabis businesses that are fully compliant at the state level. Instead, law enforcement continues to focus on the illicit market. While federal enforcement has not been ruled out, the CCC and the MA Attorney General's office have mandated strict regulatory compliance as the only way forward for licensed marijuana establishments.

## **Transportation**

Keystone Bluff has also submitted detailed plans to the CCC regarding our methods for safely and securely transporting cannabis. Our Transportation Manual and supporting protocols include details regarding vehicle configuration and maintenance, driver training, real-time route tracking, third-party transporters and authorized uses of company vehicles.

## **Inventory Management**

Accurate inventory management is an essential aspect of our operation, down to the individual seed. Our Inventory Controls provide a framework for capturing, preserving and analyzing our inventory. Keystone Bluff collects inventory data and maintains compliance and traceability in real time. We utilize the seed-to-sale platform, Metrc, and its accompanying RFID system to accurately track cannabis inventory, safeguard historical data and maintain a transparent record of our activities with the CCC.

## **Waste Management and Sanitation**

We have developed a detailed sanitation and waste management plan that describes the controls and other measures used in our operations to ensure we have a clean, safe and compliant operation. Our policies include step-by-step procedures for the disposal of cannabis waste, recycling, composting and refuse removal, as well as sanitation policies that cover hand washing, equipment cleaning, facilities maintenance and inspections. Our policies and procedures draw heavily from accepted best practices in the agriculture industry, including Good Agricultural Practices (GAP) and Good Handling Practices (GHP), which were published by the USDA and FDA to minimize risk of contamination in products.

## **V**     **Market**

The regulated cannabis industry is experiencing exponential growth in the states where it has been legalized. Eight states, one Territory, and the District of Columbia have approved adult use cannabis. Of these, Colorado, California, Washington, Oregon, Nevada, and now Massachusetts have also established legal state markets for the commercial production and sale of the plant in all its consumable forms. Another half-dozen states have legalization or related measures on the ballot in November, 2018. The worldwide industry's total economic output is expected to reach \$32 billion by 2021. Sixty percent of this economic output is expected to come from the six states with legal markets.

Most estimates project a \$1B Massachusetts cannabis market by 2020. The Commonwealth of Massachusetts' researchers concluded that the nascent industry will increase state revenue by about \$215.8 million in the first two years of retail sales. The vast majority of consumers driving this anticipated growth will be 1) buyers migrating from the illicit cannabis market to the regulated adult-use market, 2) medical market crossover, and 3) cannabis-seeking tourists.

As an early mover in the adult use cannabis space, Massachusetts-based businesses will have a distinct competitive advantage. While there is talk of New Jersey and New York creating adult use markets within their own states, new state markets still face multi-year processes of legislating and regulating the terms of their legal marketplaces. Until they do, Massachusetts will be the only functioning market for the region in the foreseeable future. Furthermore, the federal prohibition on cannabis means that cannabis products cannot legally cross state lines. As a result, the Massachusetts market for adult-use cannabis will be immune to market pressures from out-of-state producers until there is a change at the federal level.

Observing market behavior in the Western US, some experts anticipate that there may be a medium- or possibly long-term shortage of legal adult use cannabis if cultivation operations are slow to develop across the Commonwealth. Shortage of cannabis following the start of adult use programs has been the pattern: When Colorado first legalized adult use in 2014, many dispensaries experienced a high volume of customers and total depletion of product offerings. In fact, cannabis-based products were sold so rapidly that demand totally outstripped supply, which resulted in sustained high prices for wholesale product. The same is true in Nevada, where wholesale cannabis prices continue to rise despite a year of rapid growth in cultivation capacity. Keystone Bluff hopes to meet some of this early demand in MA with a high-quality, differentiated product.

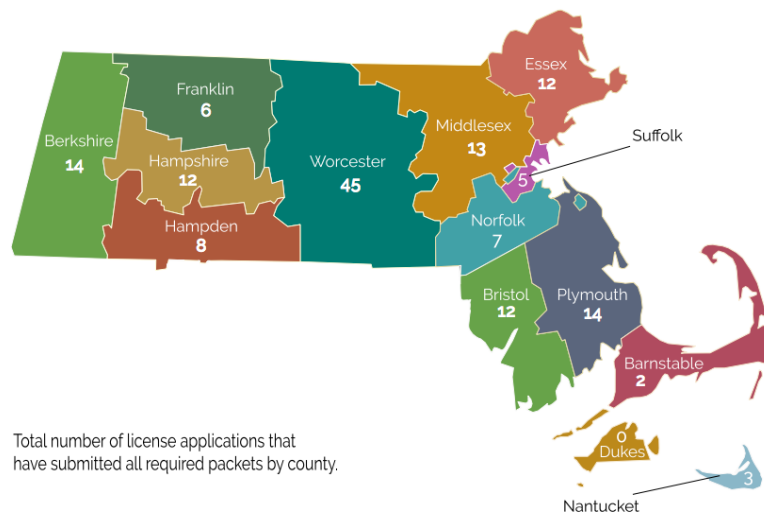
Economies of scale are likely to push out smaller cultivators over time. The supply of commoditized cannabis -- measured and sold by raw percentage of cannabinoid compounds -- will eventually catch up with demand. This market dynamic will place a premium on differentiated products, and will reward businesses that can successfully integrate vertically from "farm-to-dispensary".

## Barriers to Entry

Adult use cannabis sales in Massachusetts officially became legal on July 1st, 2018, but no actual sales have yet taken place. Extremely high barriers to entry have slowed the process dramatically. At the state level, there are currently only 86 applicants that have completed a total of 168 applications. As of November 1, 2018, there are just four completed applications for Marijuana Microbusinesses. A total of six Final Licenses have been issued between four applicants, but adult-use cannabis is yet to be legally sold in the Commonwealth.

**Application** The state-mandated requirements for a license are incredibly strict. Keystone Bluff's application runs longer than 200 pages in total, including detailed policies and operating procedures for every aspect of the business operation. The state regulations that apply to our business -- including CCC guidelines, product and environmental testing protocols, water use, workplace safety, waste disposal rules and the like -- run thousands of pages in total. Keystone Bluff's team spent an estimated 2,000 hours on research, planning, preparation and drafting of the company's CCC application.

**Municipality** State regulations require each prospective cannabis business to sign a Host Community Agreement with their local municipality. These HCA's have proven difficult to secure, and many of the HCA's that have been signed include hefty financial obligations or other onerous burdens on the applicant. The majority of municipalities in the Commonwealth -- 189 out of 351 -- passed temporary moratoriums on adult-use cannabis businesses, and many have subsequently banned them altogether. Local governments have implemented strict zoning restrictions, special permit requirements, site plan reviews, gratuitous application fees and a host of other regulations that make it even more difficult for prospective cannabis entrepreneurs.



**Real Estate** Finding a suitable location to site an adult-use cannabis business has proved to be an overwhelming challenge for many prospective applicants. The vast majority of landlords are unwilling to rent to cannabis businesses, for a variety of reasons. In some instances, banks have threatened to pull the mortgages of landlords who rent to a cannabis business. In addition, new zoning restrictions that have been passed in many municipalities restrict cannabis businesses to industrial zones, or have otherwise made it difficult to find a suitable location.

**Finance** Starting a cannabis business in Massachusetts is expensive. From equipment purchases and capital expenses to security and licensing, it requires a major financial investment. Cannabis businesses can't access many traditional sources of capital like small business loans, and banking restrictions make it difficult to even set up an account to receive investor funds.



Russell Lee for the Farm Security Administration, 1940

### **Market Differentiators**

**Agricultural reputation of the region**  
The Berkshires region has historic roots and a longstanding reputation for producing world-class agricultural products, and we intend to continue this rich tradition through cannabis cultivation. The best organic, soil-grown cannabis in Massachusetts will undoubtedly come from the Berkshires and Pioneer Valley, and we intend to be the top local producers (and eventually retailers) in the region.

**Cutting edge sustainable practices** Our cultivation plans are based on the latest research by leading academic institutions like Cornell University and UMass Amherst. From progressive soil management to natural farming and closed-loop cycles, our operations will stay on the cutting edge for environmental practices in cannabis cultivation.

**Commitment to technology** The same technologies that are touching our everyday lives like wireless connectivity, predictive AI, advanced communications networks, LED and Plasma lighting, and even drones are likewise transforming modern agriculture. We are committed to developing an operation that will embrace these transformative technologies and marry them to the driving commitment of producing a truly earth-friendly, world class, handmade product.

**Microbusiness designation** The Massachusetts market will be unlike any existing adult-use markets in the country. Two of the cornerstone differences are the Microbusiness and Craft Cooperative license categories designed to create small business pathways for Massachusetts residents to pursue. As of the writing of this plan, just four Microbusiness applications have been completed statewide. We believe there is strong support for these categories at all levels of government and a strong market sentiment in support of small business opportunities like our own.

## Sales and Marketing Plan

The current CCC application pipeline has far more downstream operations (retail dispensaries, manufacturers, etc.) than cultivators, which means that Keystone Bluff will have an excellent opportunity to build early relationships with quality, long-term dispensary clients.

We have already begun to identify prospective clients by studying the list of completed retail and manufacturing applications on the CCC website. From that list, we would potentially target any retailers or manufacturers that are not already vertically integrated with a cultivation operation. Once our Charlie's Garage facility is up and running, our CEO will make introductory calls and visits with dispensaries we think are the best long-term fit for our strategy and brand.

At the outset, we will be looking for ways to proactively boost our word-of-mouth brand awareness among cannabis connoisseurs in Massachusetts. Our advisory board includes marketing experts who are helping us to examine word-of-mouth marketing campaigns in the adult beverage industry, and apply those strategies to our own market. In addition, we intend to launch a PR campaign during our first year of operation, seeking to position Keystone Bluff as the leading craft cannabis cultivator in Western Massachusetts. In years 3-5, we will secure speaking and presenting opportunities at key industry conferences and events for our executive team. We will use these opportunities to expand our network, grow our profile within the industry, and increase Keystone Bluff's general brand awareness and goodwill.



Now Hear This, Harris + Ewing, 1937

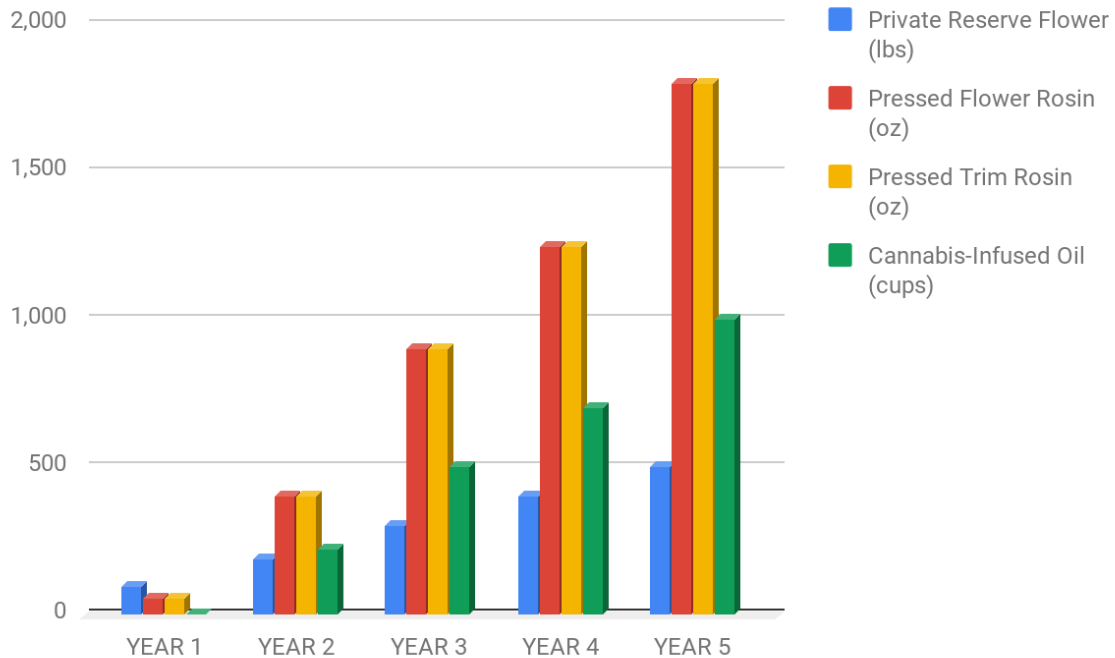
## Distribution and Pricing

Our pricing models reflect our assumption that there will be moderate to significant downward pressure on wholesale cannabis prices over time. We expect increased investment and competition from large companies in the agriculture, pharmaceutical, alcohol and tobacco sectors, and the introduction of institutional and sovereign wealth investment as the global market matures.

Our distribution plan is dedicated to the development of a select number of quality, long-term relationships versus pursuing a large quantity of customers. At the outset, we are looking for 2-5 licensed dispensaries to purchase our product. Eventually, we want to sell the majority of our products through our own licensed retail outlets, supplemented by ongoing relationships with our best positioned third party dispensaries.

## Anticipated Production

	PRE-OPEN	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>PRICES</b>						
Private Reserve Flower (per lb)	N/A	\$2,000	\$1,900	\$1,800	\$1,700	\$1,600
Pressed Flower Resin (per oz)	N/A	\$1,000	\$950	\$900	\$850	\$800
Pressed Trim Resin (per oz)	N/A	\$600	\$550	\$500	\$450	\$400
Cannabis-Infused Oil (per cup)	N/A	N/A	\$100	\$100	\$90	\$80
<b>PRODUCTION</b>						
Private Reserve Flower (lbs)	0	96	192	300	400	500
Pressed Flower Resin (oz)	0	55	400	900	1,250	1,800
Pressed Trim Resin (oz)	0	55	400	900	1,250	1,800
Cannabis-Infused Oil (cups)	0	0	225	500	700	1,000
<b>REVENUE</b>						
Private Reserve Flower	\$0	\$192,000	\$364,800	\$540,000	\$680,000	\$800,000
Pressed Flower Resin	\$0	\$55,000	\$380,000	\$810,000	\$1,062,500	\$1,440,000
Pressed Trim Resin	\$0	\$33,000	\$220,000	\$450,000	\$562,500	\$720,000
Cannabis-Infused Oil	\$0	\$0	\$22,500	\$50,000	\$63,000	\$80,000
<b>TOTALS</b>	<b>\$0</b>	<b>\$280,000</b>	<b>\$987,300</b>	<b>\$1,850,000</b>	<b>\$2,368,000</b>	<b>\$3,040,000</b>





## SWOT Analysis

### Strengths

- Early mover advantage in MA and New England
- Excellent municipal relationship and favorable Host Community Agreement terms
- Excellent landlord relationship and favorable lease terms
- Smart and highly skilled executive team: Founder is 2nd generation grower, strong marketing and branding skills, 5+ years working together successfully
- Differentiated, premium-quality product

### Weaknesses

- No commercial growing experience (cannabis or otherwise)
- Not self-capitalized; will require outside investor funds
- Short growing season in Berkshires
- Prohibited from accessing commercial banking services, lending and traditional sources of capital

### Opportunities

- Projected near-term shortage of cannabis and cannabis-based products in MA
- Long-term market opportunities across East Coast look very promising
- Host Community Agreement with Chester requires the town to support our Phase 2 expansion, assisting us with siting, permitting and public outreach for our new facility

### Threats

- Pests and plant diseases
- Litigation
- Federal law enforcement
- Theft and crime

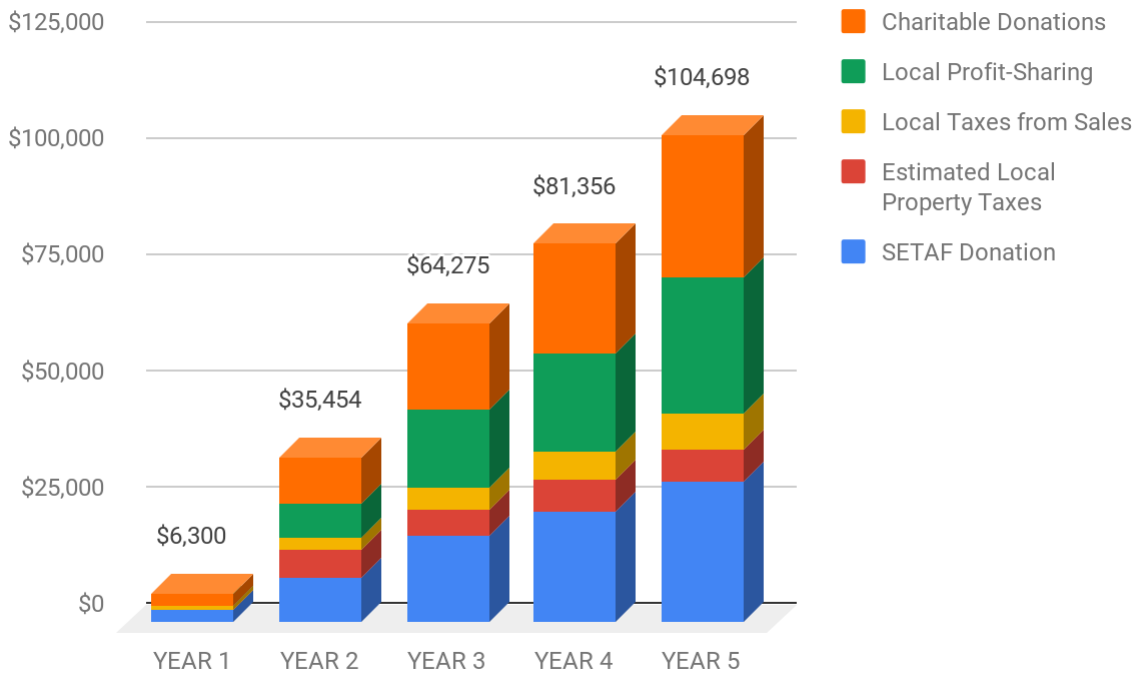
## VI Corporate Social Responsibility

Environmental sustainability, social responsibility and economic empowerment are all causes we are devoted to. We are committed to supporting our local community through revenue-sharing with town government, providing charitable donations to community organizations, and supporting conservation and wilderness protection efforts in the wild and scenic Westfield River Watershed.

Keystone Bluff regards its neighbors -- the citizens of Chester, Middlefield, Huntington, and the wider Berkshires and Pioneer Valley regions -- as critical stakeholders in our endeavor. Our team is committed to local economic development. The decision to purchase and hire locally is a key component of our efforts to ensure the long-term economic sustainability of our operations. Town residents and local applicants will receive priority consideration for employment opportunities. When possible, we will purchase tools, farm equipment, and other inputs from locally-owned suppliers.

### Local Taxes and Donations

For the small community of Chester (population 1,380), our financial contributions and economic impact will be very significant. Below is a summary of anticipated taxes and donations to the town and local community, including our expected donation to the Massachusetts Social Equity Training and Technical Assistance Fund (SETTAF).



## Local Economic Impact

Beyond taxes and donations, we anticipate that our business will have a very positive impact on the local economy. We anticipate meeting many of our business needs with local goods and services. We anticipate that more than 60% of our capital and operating expenditures will flow to people and companies that are local.

## CCC Leadership Awards

**Energy and Environmental Leader** We know that energy smart operations are better for the environment and better for business. We will be using state-of-the-art LED grow lighting, top-rated HVAC solutions and a soil-based earth friendly cultivation model that will be a role model in the industry. We will rely on 100% renewable energy and will be adding on-site solar in Phase 1 of operations. After our first year of operation, we hope to earn the Energy and Environmental Leader designation.



**Local Employment Leader** At launch of operations, 100% of the prospective employees and executives will have been residents of the Commonwealth for more than 12 months. Our Host Community Agreement with Chester also includes a commitment to local hiring. We believe our town and surrounding areas contain tremendous human resource potential and we hope to help it flourish.



**Social Justice Leader** We are also committed to supporting a social justice mission through an annual financial commitment, pro bono mentorship and skills based volunteering. In addition to donating 1% of our gross revenue to SETTAF, we have committed to provide at least 50 hours of skills-based training every year to individuals or communities that could benefit most from it. Keystone Bluff is eager to do our part to create equity opportunities for individuals whose lives have been disproportionately impacted by the War on Drugs.



**Compliance Leader** Last but not least, we are committed to transparent and compliant business practices. The Compliance Leader accolade stipulates required trainings for newly hired employees. It also stipulates that we demonstrate compliance by maintaining a clean record -- no written deficiency statements, cease and desist orders, or quarantines.

## VII Start-up Financials

In our startup round of fundraising, we intend to raise \$875K, which is roughly equivalent to our total estimated capital expenditures for the first three years. Our anticipated major capital expenditures are related to leasehold improvements at our Charlie's Garage location, lighting and grow hardware, land acquisition, fencing, security equipment, and farm tools and equipment. We anticipate that these capital expenditures will be paid from initial equity contributions and investor funds in 2018 and 2019, and then through positive cash flow and operating revenue starting in the second half of 2019. It is our steadfast intention to retain cash during the initial years of development to meet operating expenses, create a capital buffer and internally finance future expansion.

### Anticipated Capital Expenses and Investments

CAPITAL EXPENDITURES	PRE-OPENING	YEAR 1 BUDGET	YEAR 2 BUDGET	YEAR 3 BUDGET	YEAR 4 BUDGET	YEAR 5 BUDGET
Computers & Tech Equip	\$4,550	\$2,050	\$4,050	\$6,050	\$6,050	\$6,050
Farm Tools and Equipment	\$4,550	\$0	\$13,000	\$12,000	\$12,000	\$12,000
Fencing	\$7,500	\$30,250	\$1,250	\$30,250	\$2,250	\$2,250
Grow Hardware	\$140,880	\$131,800	\$190,000	\$198,200	\$190,000	\$190,000
Land Acquisition	\$0	\$75,000	\$0	\$0	\$0	\$0
Leasehold Improvements	\$145,500	\$0	\$0	\$0	\$0	\$0
Security Equipment	\$49,075	\$61,100	\$20,950	\$25,225	\$21,175	\$21,625
<b>TOTAL CAPEX</b>	<b>\$352,055</b>	<b>\$300,200</b>	<b>\$229,250</b>	<b>\$271,725</b>	<b>\$231,475</b>	<b>\$231,925</b>

### Anticipated Operating Expenses

DIRECT COSTS (COGS/G&A)	PRE-OPENING	YEAR 1 BUDGET	YEAR 2 BUDGET	YEAR 3 BUDGET	YEAR 4 BUDGET	YEAR 5 BUDGET
Accounting	\$5,500	\$6,500	\$7,500	\$8,500	\$10,500	\$12,500
Background Checks	\$1,455	\$1,700	\$2,350	\$3,400	\$4,700	\$4,700
CCC Licensing Fees	\$8,425	\$3,125	\$14,550	\$12,800	\$41,850	\$31,850
CSR	\$0	\$200	\$500	\$1,000	\$2,000	\$2,000
Employment and Payroll	\$6,000	\$144,000	\$295,200	\$448,800	\$579,600	\$678,000
Insurance	\$13,850	\$16,350	\$22,000	\$27,650	\$33,900	\$33,900
Legal Fees	\$6,000	\$15,500	\$17,500	\$22,500	\$30,000	\$37,500
Maintenance	\$3,550	\$8,700	\$15,600	\$24,750	\$26,600	\$27,150
Office Supplies	\$3,985	\$2,025	\$5,375	\$5,975	\$6,125	\$6,125
Product Testing	\$0	\$6,000	\$12,000	\$18,000	\$36,000	\$48,000
Rent	\$0	\$0	\$0	\$18,000	\$18,000	\$18,000
Security Monitoring	\$800	\$2,450	\$5,000	\$5,200	\$6,500	\$7,000
Shipping	\$490	\$1,940	\$2,680	\$3,880	\$5,850	\$7,300

<b>DIRECT COSTS (CONT'D)</b>	<b>PRE-OPENING</b>	<b>YEAR 1 BUDGET</b>	<b>YEAR 2 BUDGET</b>	<b>YEAR 3 BUDGET</b>	<b>YEAR 4 BUDGET</b>	<b>YEAR 5 BUDGET</b>
Software	\$1,000	\$1,750	\$2,550	\$3,300	\$4,350	\$5,400
Soil and Plant Care	\$13,250	\$10,700	\$28,850	\$38,000	\$39,800	\$45,600
Environmental Tests	\$2,200	\$1,400	\$4,400	\$7,800	\$11,400	\$15,000
Training	\$0	\$7,120	\$6,870	\$7,870	\$8,870	\$9,870
Transportation	\$0	\$1,500	\$6,500	\$16,500	\$16,500	\$16,500
Utilities	\$7,650	\$48,150	\$48,150	\$54,150	\$66,150	\$66,150
<b>TOTAL G&amp;A EXPENSES</b>	<b>\$74,155</b>	<b>\$279,110</b>	<b>\$497,575</b>	<b>\$728,075</b>	<b>\$948,695</b>	<b>\$1,072,545</b>
<b>INDIRECT COSTS (SG&amp;A)</b>	<b>PRE-OPENING</b>	<b>YEAR 1 BUDGET</b>	<b>YEAR 2 BUDGET</b>	<b>YEAR 3 BUDGET</b>	<b>YEAR 4 BUDGET</b>	<b>YEAR 5 BUDGET</b>
Business Meals	\$500	\$2,600	\$2,850	\$5,200	\$7,500	\$7,500
Business Travel	\$1,000	\$3,000	\$3,000	\$5,500	\$5,500	\$5,500
Interest	\$0	\$0	\$0	\$0	\$0	\$0
Market Research	\$750	\$750	\$750	\$750	\$750	\$750
Marketing & Events	\$500	\$500	\$500	\$500	\$500	\$500
<b>TOTAL SG&amp;A EXPENSES</b>	<b>\$2,750</b>	<b>\$6,850</b>	<b>\$7,100</b>	<b>\$11,950</b>	<b>\$14,250</b>	<b>\$14,250</b>
<b>TOTAL OPEX</b>	<b>\$76,905</b>	<b>\$285,960</b>	<b>\$504,675</b>	<b>\$740,025</b>	<b>\$962,945</b>	<b>\$1,086,795</b>

We conservatively expect to see monthly revenue of at least \$35-40K once **Phase 1** is fully operational, against anticipated monthly operating expenses of \$20-25K. That positive monthly cash flow will allow Keystone Bluff to self-finance expanded operational opportunities rather than needing to pursue a second round of capital investment. In **Phase 2**, our revenue and operating expenses are anticipated to more than double. Within five years, we anticipate reaching nearly \$3M in annual sales, with annual operating income approaching \$2M.

### Excise Taxes and Donations

Our Host Community Agreement with Chester commits 0.25% of our gross revenue and 1.5% of our net income to the town. We will also donate approximately 1% of our gross revenue to local charitable organizations and causes, and 1% of our gross revenue to the Massachusetts State Education and Technical Assistance Fund (SETTAF). This is in addition to the 10.75% Massachusetts state excise tax on cannabis sales

<b>EXCISE TAX AND DONATIONS</b>	<b>PRE-OPENING</b>	<b>YEAR 1 BUDGET</b>	<b>YEAR 2 BUDGET</b>	<b>YEAR 3 BUDGET</b>	<b>YEAR 4 BUDGET</b>	<b>YEAR 5 BUDGET</b>
State Excise Tax	\$0	\$30,100	\$106,135	\$198,875	\$254,560	\$326,800
Municipal Tax on Gross Sales	\$0	\$700	\$2,468	\$4,625	\$5,920	\$7,600
Charitable Donations	\$0	\$2,800	\$9,873	\$18,500	\$23,680	\$30,400
SETAF Donation	\$0	\$2,800	\$9,873	\$18,500	\$23,680	\$30,400
<b>TOTAL EXCISE / DONATIONS</b>	<b>\$0</b>	<b>\$36,400</b>	<b>\$128,349</b>	<b>\$240,500</b>	<b>\$307,840</b>	<b>\$395,200</b>

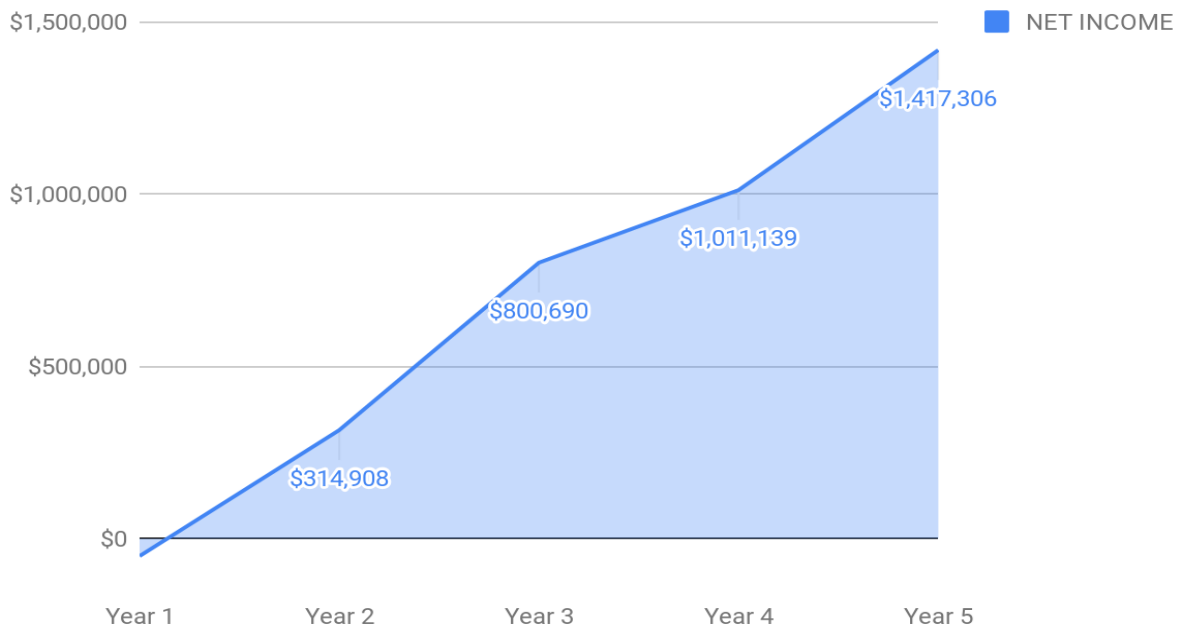
## EBITDA Adjustments

CATEGORY	PRE-OPENING	YEAR 1 BUDGET	YEAR 2 BUDGET	YEAR 3 BUDGET	YEAR 4 BUDGET	YEAR 5 BUDGET
Federal Taxes	\$0	-\$7,457	\$75,889	\$185,099	\$233,408	\$330,174
Local Profit-Sharing Tax	\$0	-\$89	\$7,239	\$16,650	\$21,076	\$29,298
Interest	\$0	\$0	\$0	\$0	\$0	\$0
Depreciation	\$0	\$52,027	\$84,660	\$107,679	\$139,647	\$176,713
Amortization	N/A	N/A	N/A	N/A	N/A	N/A
<b>TOTAL ITDA ADJUSTMENTS</b>	<b>\$0</b>	<b>\$44,480</b>	<b>\$167,789</b>	<b>\$309,428</b>	<b>\$394,131</b>	<b>\$536,184</b>

## Key Financial Figures

	PRE-OPENING	YEAR 1 BUDGET	YEAR 2 BUDGET	YEAR 3 BUDGET	YEAR 4 BUDGET	YEAR 5 BUDGET
TOTAL REVENUE	\$0	\$280,000	\$987,300	\$1,850,000	\$2,368,000	\$3,040,000
GROSS INCOME	-\$74,155	\$890	\$489,725	\$1,121,925	\$1,419,305	\$1,967,455
EBITDA	-\$76,905	-\$5,960	\$482,625	\$1,109,975	\$1,405,055	\$1,953,205
EBIT	-\$76,905	-\$57,987	\$398,036	\$1,002,439	\$1,265,622	\$1,776,778
CASH FLOW	-\$428,960	-\$342,560	\$125,026	\$597,750	\$865,740	\$1,326,080
NET INCOME	-\$76,905	-\$50,440	\$314,908	\$800,690	\$1,011,139	\$1,417,306
280E FED TAXABLE PROFITS	-\$74,155	-\$35,510	\$361,376	\$881,425	\$1,111,465	\$1,572,255

## Net Income



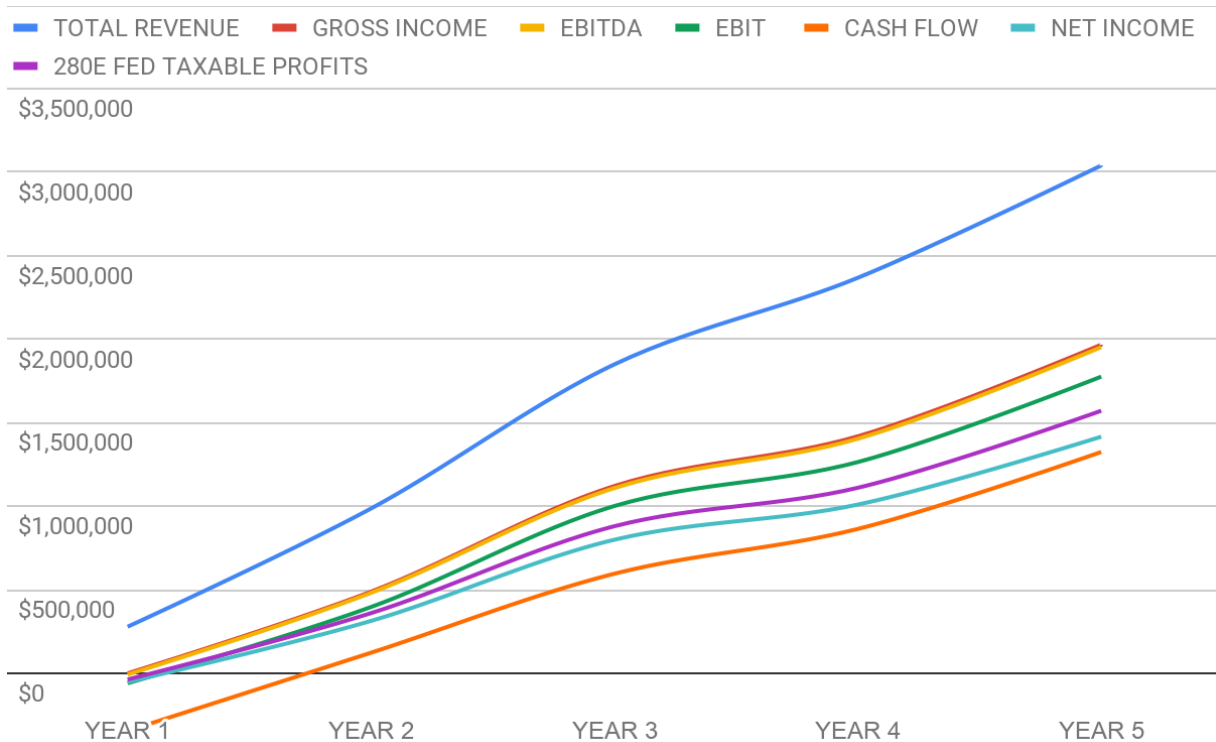
**Balance Sheet**

<b>ASSETS</b>	PRE- OPENING	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>CURRENT ASSETS</b>						
Cash	\$496,040	\$152,980	\$324,626	\$1,241,046	\$2,106,286	\$3,818,866
Receivables	\$0	\$23,333	\$82,275	\$154,167	\$197,333	\$253,333
Inventory	\$0	\$46,667	\$164,550	\$308,333	\$394,667	\$506,667
<b>LONG TERM ASSETS</b>						
Facility and Equipment	\$352,055	\$652,755	\$882,505	\$1,154,730	\$1,386,705	\$1,619,130
Prepaid Rent and Other Liabilities*						
Accumulated Depreciation	\$0	-\$52,027	-\$136,687	-\$244,366	-\$384,014	-\$560,726
<b>TOTAL ASSETS</b>	<b>\$848,095</b>	<b>\$823,708</b>	<b>\$1,317,269</b>	<b>\$2,613,910</b>	<b>\$3,700,977</b>	<b>\$5,637,270</b>
<b>LIABILITIES</b>						
	PRE- OPENING	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>CURRENT LIABILITIES</b>						
Accounts Payable	\$0	\$23,830	\$42,056	\$61,669	\$80,245	\$90,566
Short Term Debt	\$0	\$0	\$0	\$0	\$0	\$0
Accrued Expenses	\$0	\$0	\$0	\$0	\$0	\$0
<b>LONG TERM LIABILITIES</b>						
Long Term Debt	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTAL LIABILITIES</b>	<b>\$0</b>	<b>\$23,830</b>	<b>\$42,056</b>	<b>\$61,669</b>	<b>\$80,245</b>	<b>\$90,566</b>
<b>EQUITY</b>						
	PRE- OPENING	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
<b>PAID-IN CAPITAL/DIVIDENDS</b>	\$925,000	\$0	\$0	\$0	\$0	\$0
<b>RETAINED EARNINGS</b>	-\$76,905	\$799,878	\$1,275,213	\$2,552,241	\$3,620,732	\$5,546,704
<b>TOTAL EQUITY</b>	<b>\$848,095</b>	<b>\$799,878</b>	<b>\$1,275,213</b>	<b>\$2,552,241</b>	<b>\$3,620,732</b>	<b>\$5,546,704</b>

## Main Ratios and Financial Metrics

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	AVERAGE*
<b>RATIO ANALYSIS</b>						
Return on Equity	-0.75%	37.85%	43.49%	38.81%	35.21%	30.92%
Return on Assets	-0.72%	36.64%	42.46%	37.96%	34.65%	30.20%
Financial Leverage	1.00	1.03	1.03	1.02	1.02	1.02
<b>LIQUIDITY</b>						
Current Ratio	9.36	13.59	27.62	33.63	50.56	26.95
Quick Ratio	7.40	9.68	22.62	28.71	44.96	22.67
CFO-to-Current Liabilities	6.42	7.72	20.12	26.25	42.17	20.54
<b>PROFITABILITY</b>						
Net Profit Margin	-18.01%	31.89%	43.27%	42.69%	46.61%	29.29%
EBITA as % of Income	846.32%	65.23%	72.12%	71.95%	72.55%	70.46%
Revenue Growth	N/A	252.61%	87.38%	28.00%	28.38%	99.09%
EBITDA Income Growth	N/A	-8197.73%	129.99%	26.58%	39.01%	65.19%
*Numbers above that appear in grey are not included in averages						

## Financial Metrics Chart

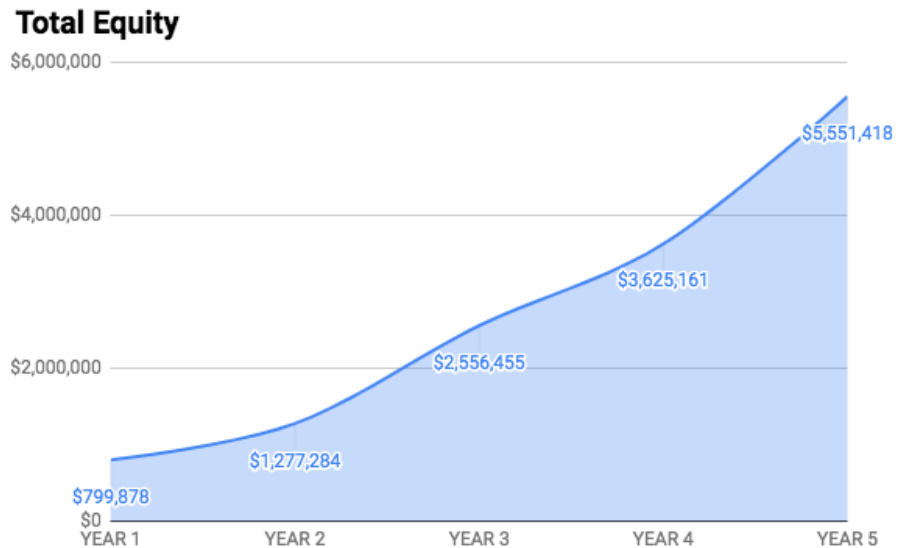




## Valuation

Determining the value of a startup business is notoriously difficult. In most cases, profitability is years away. In addition, there are many different formulas for determining the value of a company, and even standard quantitative metrics such as the price-to-earnings ratio (PER) fluctuate widely by industry. As of the beginning of Q4, 2018, the average PER for companies listed on the S&P 500 was approximately 25. The cannabis industry in particular is seeing PERs of established companies reaching upwards of 100 in some instances.

To determine a valuation for Keystone Bluff, we first looked at the company's average anticipated Net Income for the first five years of licensed operation (not including the pre-license period), which is \$675,732. Our anticipated valuation of \$2.5 million reflects PER of 3.7 based on our average anticipated earnings during the first five years.



In our initial fundraising tranche, we are privately offering up to 35% of the company's equity shares to select outside investors. Our initial fundraising goal is \$875K, with a minimum buy-in of \$25K prior to Licensure or \$30K after Licensure, equivalent to 1% of the company's equity. Our initial investment funds will be held in escrow until we receive a Provisional License from the CCC, at which time the funds will be made available to Keystone Bluff for approved operational investment.

## VIII Appendix

### **Outside Advisors**

During the planning and startup phase, Keystone Bluff has engaged a number of key outside advisors.

#### Legal Counsel:

Courtney, Lee & Hamel, PC  
Darren M. Lee, Partner

#### Accounting and Taxes:

Citrin Cooperman  
Mitzi S. Hollenbeck, Partner

#### Architect:

Jeffrey S. Penn

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310 CMR 16.00 Site Assignment Regulations for Solid Waste Facilities. 19.000 Solid Waste Management. The Commonwealth of Massachusetts : Department of Environmental Protection.

314 CMR - 4 Surface Water Quality Standards. 5 Ground Water Program. 12 Operational Maintenance and Pretreatment Works and Indirect Dischargers. 20 Reclaimed Water Program. The Commonwealth of Massachusetts : Clean Water Act, MGL 21 Massachusetts Department of Environmental Protection

330 CMR - 2.00 Massachusetts Pesticide Control Act. 25.00 Agricultural Composting Program. 31.00 Plant Nutrient Application Requirements for Agricultural Land and Non-Agricultural Turf and Lawns. The Commonwealth of Massachusetts : Department of Agriculture



April 10, 2019

Cannabis Control Commission  
101 Federal Street, 13th floor  
Boston, MA 02110

RE: Keystone Bluff Request For Information

To Whom It May Concern,

Please allow this letter to serve as proof of insurance coverage in the licensing application process for Keystone Bluff, LLC. We have engaged in the insurance application process with Keystone Bluff, LLC and we are in the process of making submissions a minimum of five established liability insurance carriers with requests of coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for both general liability and product liability. Deductibles will not exceed \$5,000. We anticipate securing coverage offers from multiple carriers meeting or exceeding all Massachusetts requirements under 935 CMR 500.105(10).

If you have any questions please do not hesitate to contact Tom Rogers, Senior Vice President or Tim Leavitt, Vice President at **FBinsure**, (800) 734.6604.

Thank You,

A handwritten signature in black ink, appearing to read 'Thomas Rogers', is written over a light blue horizontal line.

Thomas Rogers  
Senior Vice President  
**FBinsure**

cc: Tim Leavitt

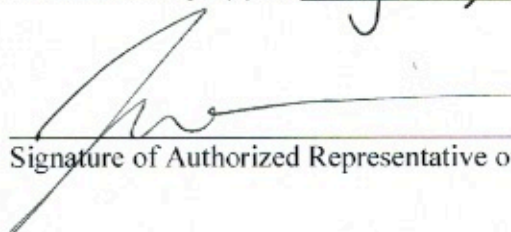


## Host Community Agreement Certification Form

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).

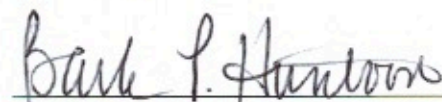
### Applicant

I, Jason Costa, (*insert name*) certify as an authorized representative of Keystone Bluff LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Chester, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on Aug 20, 2018 (*insert date*).

  
\_\_\_\_\_  
Signature of Authorized Representative of Applicant

### Host Community

I, Barbara Huntoon, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Chester (*insert name of host community*) to certify that the applicant and \_\_\_\_\_ (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on August 20, 2018 (*insert date*).

  
\_\_\_\_\_  
Signature of Contracting Authority or  
Authorized Representative of Host Community

# NOTICE OF PUBLIC MEETING

ATTACHMENT A

Notice is hereby given that a **Community Outreach Meeting** for a proposed **Adult-Use Marijuana Establishment** is scheduled for **August 27, 2018 at 6PM** at the Chester Town Hall Auditorium. The proposed Marijuana Microbusiness will cultivate, process and manufacture cannabis products in a facility to be located at 241 Highway 20 in Chester. There will be an opportunity for the public to ask questions.

8/09, 8/16/18

**ATTACHMENT A**

Board of Health by  
Wednesday, September 5,  
2018.  
8/09, 8/16/18

**NOTICE OF  
PUBLIC MEETING**

Notice is hereby given  
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**Marijuana Microbusiness** will  
cultivate, process and manu-  
facture cannabis products in  
a facility to be located at **241  
Highway 20** in Chester. There  
will be an opportunity for the  
public to ask questions.

8/09, 8/16/18

# HOW TO SUBMIT PUBLIC NOTICES

All legal notices to be published in the *Country Journal* should be sent directly to [notices@turley.com](mailto:notices@turley.com). Jamie Joslyn processes all legals for this newspaper and can answer all of your questions regarding these notices. Please indicate the newspapers and publication date(s) for the notice(s) in the subject line of your email. For questions regarding coverage area, procedures or cost, please call Jamie directly at 413-283-8393.

Please check the accuracy of your legal notice prior to submission (i.e., date, time, spelling). Also, be sure the requested publication date coincides with the purpose of

PUBLIC NOTICES

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by James G. Akers and Kimberley J. Akers to Mortgage Electronic Registration System, Inc. as nominee for Mortgage Lenders Network USA, Inc. dated October 10, 2006 and recorded with the Hampshire County Registry of Deeds at Book 6928, Page 115, of which mortgage the undersigned is the present holder by assignment from Mortgage Electronic Registration System, Inc. to BAC Home Loans Servicing, L.P. dated July 30, 2008 and recorded with said registry on August 3, 2009 at Book 9620 Page 271 and by assignment from Mortgage Electronic Registration System, Inc. to Bank of America, N.A. successor by merger to BAC Home Loans Servicing, L.P. dated September 9, 2011 and recorded with said registry on September 21, 2011 at Book 10663 Page 193 and by assignment from Bank of America, N.A. successor by merger to BAC Home Loans Servicing, L.P. dated July 16, 2012 and recorded with said registry on October 9, 2012 at Book 11074 Page 29 and by assignment from Bank of America, N.A. successor by merger to BAC Home Loans Servicing, L.P. dated September 9, 2013 and recorded with said registry on October 11, 2013 at Book 11492 Page 294 and by assignment from Ocean Loan Servicing, LLC to National Mortgage LLC dated April 23, 2014 and recorded with said registry on May 19, 2014 at Book 11644 Page 131 and by assignment from National Mortgage LLC to U.S. Bank Trust, N.A. as trustee for LSF9 Master Participation Trust dated April 17, 2017 and recorded with said registry on April 25, 2017 at Book 12800 Page 336, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 11:00 a.m. on August 23, 2018, on the mortgaged premises located at 11 PARKRIDGE DR, HUNTINGTON, HAMPSHIRE COUNTY, MASSACHUSETTS, at and singular the premises described in said mortgage.

TO WIT: THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF HUNTINGTON, COUNTY OF HAMPSHIRE, AND COMMONWEALTH OF MASSACHUSETTS TO WIT: THE LAND SITUATED ON THE SOUTHEASTELY SIDE OF ROUTE 112 IN HUNTINGTON, COUNTY OF HAMPSHIRE, MASSACHUSETTS OWNED BY RONALD D. & MARILYN H. STURDILL TRUSTEES NORWICH REALTY TRUST DATED JULY 24, 1987 AND RECORDED IN THE HAMPSHIRE COUNTY REGISTRY OF DEEDS IN PLAN BOOK 149, PAGE 3, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN SET ON THE SOUTHEASTELY SIDE OF ROUTE 112 (WORTHINGTON ROAD) AND THE SOUTHWESTERLY CORNER OF LOT 8 AS SHOWN ON SAID PLAN AND THE NORTHERLY CORNER OF THE GRANTED PREMISES; THENCE TURNING AND RUNNING SOUTH 47° 58' 27" EAST ALONG LOT 8 A DISTANCE OF 714.48 FEET TO LAND NOW OR FORMERLY OF WALTER AND RUTH S. STEINS; THENCE TURNING AND RUNNING SOUTH 59° 25' 25" EAST ALONG SAID LAND NOW OR FORMERLY OF WALTER AND RUTH S. STEINS, A DISTANCE OF 200.00 FEET TO LAND NOW OR FORMERLY OF TERRY VANDUEN; THENCE TURNING AND RUNNING SOUTH 86° 39' 07" WEST ALONG SAID LAND NOW OR FORMERLY OF TERRY VANDUEN, A DISTANCE OF 105.13 FEET TO AN IRON PIN; THENCE TURNING AND RUNNING NORTH 45° 33' 15" WEST ALONG LOT 6, A DISTANCE OF 924.91 FEET TO AN IRON PIN SET ON THE SOUTHEASTELY SIDE OF SAID ROUTE 112; THENCE TURNING AND RUNNING NORTHEASTERLY TO THE LEFT, ALONG THE ARC OF A CURVE HAVING A RADIUS OF 727.82 FEET, A DISTANCE OF 200.00 FEET TO THE PLACE OF BEGINNING; CONTAINING 4.467 A CRES AND ALL AS SHOWN ON THE AFORESAID DEED 4887, PAGE 332 AND RECORDED ON 7/21/2000, HAMPSHIRE COUNTY RECORDS. THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE. For mortgagee's(s)' title see deed recorded with Hampshire County Registry of Deeds in Book 9667, Page 324. These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax liens, tax liens and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed. TERMS OF SALE: A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Merrimack Law Offices, P.C., 150 California Street, Newton, Massachusetts 02459, or by mail to P.O. Box 610268, Newton Highlands, Massachusetts 02461-0268, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication. Other terms, if any, to be announced at the sale. U.S. BANK TRUST N.A., AS TRUSTEE FOR LSF9 MASTER PARTICIPATION TRUST Present holder of said mortgage. By its Attorney, HARRISON LAW OFFICES, P.C. 150 California Street Newton, MA 02459 (617) 558-0500 201508-0461 - PFP 706, 600, 600/18

to be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to modify the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagee, the Mortgagee's attorney, or the Mortgagee's attorney. Description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE. Other terms, if any, to be announced at the sale. Wilmington Savings Fund Society, FSB, db/a Christiana Trust, not individually but as trustee for Primum Mortgage Acquisition Trust by Federal National Mortgage Association by assignment recorded in said Hampshire County Registry of Deeds at Book 12953, Page 206 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 1:00 PM on August 16, 2018 at 9 Park Ridge Drive, Huntington, MA, at and singular the premises described in said Mortgage, to wit: The land situated on the southeasterly side of Route 112 in Huntington, County of Hampshire, Massachusetts designated as "Lot 6" on a plan entitled "Plan of land in Huntington, Massachusetts owned by Ronald D. & Marilyn H. Sturdill Trustees Norwich Realty Trust" dated July 24, 1987 and recorded in the Hampshire County Registry of Deeds in Plan Book 149, Page 3, more particularly bounded and described as follows: COMMENCING at an iron pin set on the Southeastely side of Route 112 (Worthington Road) and the Westerly corner of Lot 7 as shown on said plan, and the Northernly corner of the granted premises; Thence turning and running South 45° 13' 51" East, along Lot 7, a distance of 924.91 feet to land now or formerly of Terry Vanduen; Thence turning and running South 86° 39' 07" West, along said land now or formerly of Terry Vanduen, a distance of 105.13 feet to a point; Thence turning and running North 50° 47' 47" West, along Lot 5, a distance of 913.44 feet to an iron pin set on the southeasterly side of said Route 112; Thence turning and running North 45° 33' 15" West, along the arc of a curve having a radius of 407.51 feet, a distance of 77.99 feet to a bound; Thence turning and running North 43° 41' 40" East, along the Southernly side of said Route 112, a distance of 100.33 feet, to a bound; Thence turning and running to the left, along the arc of a curve having a radius of 727.82 feet, a distance of 19.06 feet, to the iron pin set at the place of beginning. Containing 2.895 acres and all as shown on the aforementioned plan which shall be controlling for all purposes. For file references, see deed recorded with said Registry of Deeds in Book 3141, Page 289. The premises are to be sold subject to and with the benefit of all easements, restrictions, encumbrances, liens, unpaid taxes, tax liens, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs. TERMS OF SALE: A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will

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**NOTICE OF PUBLIC MEETING**  
Notice is hereby given that a Community Outreach Meeting for a proposed A601-Use Marijuanna Establishment is scheduled for August 27, 2018 at 6PM at the Chester Town Hall Auditorium. The proposed Marijuana Monobusiness will cultivate, process and manufacture consumable products in a facility to be located at 241 Highway 20 in Chester. There will be an opportunity for the public to ask questions. 609, 615/18

**LEGAL NOTICE OF PUBLIC MEETING**  
WILLIAMSBURG CONSERVATION COMMISSION, HAYDENVILLE MA 01039  
The Williamsburg Conservation Commission, in accordance with MGL Chapter 131, Section 40, the Wetlands Protection Act, will hold a public meeting on: Thursday, August 23, 2018 at 7:00 p.m., at the Williamsburg town offices, 141 Main St., Haydenville, MA to receive a Request for Determination of Applicability submitted by Charles Miller.  
The subject area or activity is located at 86 Ashfield Rd. 609/18

**Town of Huntington Board of Health**  
P.O. Box 433  
Huntington, MA 01060  
The Town of Huntington Board of Health Department is seeking bids for work to be completed on the following project. The work to be completed is for an 11' x 46' x 8" concrete pad with the following specifications:  
• 4" rebar of each way  
• 8"x 6" reinforcement wire  
• Frame and pour  
• Iron finish  
All bids must be submitted in writing to the Board of Health by Wednesday, September 5, 2018. 609, 615/18

**MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE**  
By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Ronald G. Craig and Christine S. Craig to Mortgage Electronic Registration System, Inc. as nominee for Envy Mortgage, L.L.C., its successors and assigns, dated October 22, 2010 and recorded with the Hampshire County Registry of Deeds at Book 10448, Page 99 as affected by a Loan Modification recorded on March 31, 2014 in Said Registry of Deeds at Book 11615, Page 47, subsequently assigned to Federal National Mortgage Association by Mortgage Electronic Registration System, Inc. solely as nominee for Envy Mortgage, L.L.C., its successors and assigns, by assignment

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WE'VE EXPANDED OUR WEB SITE  
**PUBLIC NOTICES ARE NOW ONLINE**  
1 Email all notices to notices@turley.com  
2 Access archives and digital tear sheets by newspaper title.  
3 Find a quick link to the state of Massachusetts' public notice web site to search all notices in Massachusetts newspapers.  
Public notice deadlines are Mondays at noon, Fridays noon for Monday holidays.  
visit [www.publicnotices.turley.com](http://www.publicnotices.turley.com)

## OBITUARIES

### Mildred S. (Shaw) Barrus

Mildred S. (Shaw) Barrus, 92, of Stone Road died Aug. 8, at Cooley Dickinson Hospital. Born on May 7, 1926 in Chesterfield, she was the daughter of the late Harrison and Meda H. (Wickland) Shaw. She was a graduate in the class of 1943, of the former Williamsburg High School and a 1946 graduate of the former Cooley Dickinson Hospital School of Nursing. Mildred was enrolled as a cadet nurse under the U.S. Public Health Service during World War II. Following graduation, her education continued with courses at Boston University. Her career as a registered nurse began at Cooley Dickinson Hospital where she held clinical supervisory positions for several years. She later became an instructor at the school of nursing teaching Fundamentals of Nursing. She retired from her nursing career in 1991, prior to this she had been a charge nurse for over 20 years at local extended care facilities. Barrus was a member of the Goshen Congregational Church where she served as



historian for a number of years, she was a life member of the Hillside Agricultural Society and a member of the Cooley Dickinson Hospital School of Nursing Alumni Association. She was an American Red Cross Nurse, having taught classes for nursing assistants. Mildred served on the town of Goshen Board of Health for a short time. Since 1976, she has been a participant in the Harvard University Nurses Health Study. Her husband Senator John D. Barrus whom she married in 1951 died in 1997. She leaves her beloved son Steven J. Barrus of Goshen, a brother Lester W. Shaw and his wife, Jean Shaw, of Chesterfield as well as many nieces and nephews. Memorial gifts may be made to the Highland Ambulance Service, P.O. Box 842, Goshen, MA 01032. Funeral services will be private for family and the Williamsburg Funeral Home was entrusted with her cremation. Her place of rest will be beside her husband in the Goshen Cemetery.

### Paul Jeffrey Fowler

Paul Jeffrey Fowler, 69, passed away peacefully on Jan. 12 at his home in Worthington.

Jeff was an inspiration to those around him. He lived his life as a pioneer, seemingly 10 years ahead of his time. Throughout his life - from founding the first solar-electric business in New England, to working with underserved youth at YouthBuild and Eagle Eye, to teaching yoga classes at the town hall - he strove to make the world a better place.

He believed in the power of friendship, peace,



love, and music; and always helping his neighbor. Above all, he was the best dad the world could ask for. He will be greatly missed.

He is survived by his children, Terence Fowler, Kurt Hayer, Elizabeth (Hayer) Callery, and Jared Hayer; sister, Susan (Fowler) Forgea; and nephews, Scott Beach and David Beach.

A memorial will be held at the Worthington Golf Course this Sunday, Aug. 19 at 2 p.m. to celebrate a life well lived.

## DEATH NOTICES

### BARRUS, MILDRED S. (SHAW)

Died Aug. 8  
Funeral services will be private  
Williamsburg Funeral Home

### FOWLER, PAUL J.

Died Jan. 12  
Memorial Service Aug. 19  
Worthington Golf Course

### JEFFREY AND JANICE HOUSTON

Died Jan. 22  
Celebration of Life Aug. 26, 11 a.m.  
Strathmore Park, Russell

## Country Journal OBITUARY POLICY

Turley Publications offers two types of obituaries.

One is a free, brief **Death Notice** listing the name of deceased, date of death and funeral date and place.

The other is a **Paid Obituary**, costing \$75, which allows families to publish extended death notice information of their own choice and may include a photograph. **Death Notices & Paid Obituaries** should be submitted through a funeral home to: [obits@turley.com](mailto:obits@turley.com).

Exceptions will be made only when the family provides a death certificate and must be pre-paid.

## PUBLIC NOTICES

**Town of Huntington Board of Health**  
Huntington, MA 01030  
The Town of Huntington Board of Health Department is seeking bids for work to be completed at the Transfer Station. The work to be completed is for an 11' X 45' X 8' concrete pad with the following specifications:  
• 4000 # concrete  
• #4 rebar 4' each way  
• 6 X 6 reinforcement wire  
• Frame and poured  
• Spoon finish  
All bids must be submitted in writing to the Board of Health by **Wednesday, September 5, 2018, 8:00, 8/15/18**

**NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS**  
On or about Sept. 4, '18 the Town of Chesterfield will submit a request to the Mass. Dept. of Housing and Community Development for the release of Community Development Block Grant Program (Ma DHCD) funds under the Title I of the Housing and Community Development Act of 1974 as amended, to undertake a project known as the Housing Rehabilitation Program for the purpose of providing housing rehabilitation grants of approximately \$30,000 per unit to income

eligible low and moderate income homeowners in the Towns of Chesterfield, Cummington, Goshen, Peru, Plainfield, and Worthington. Total COHO funding for the Housing Rehabilitation activity is \$374,156.  
The proposed activity is categorically excluded under HUD regulations at section 24 CFR Part 58 from the National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERRR) that documents the environmental determinations for these projects are on file at Hilltown COC, 387 Main Road, Chesterfield, MA 01012 and may be examined or copied weekdays from 9:00AM to 4:00PM.  
**PUBLIC COMMENTS**  
Any individual, group or agency may submit written comments on the ERRR to the Town of Chesterfield Board of Selectmen. All comments received by Aug. 30, 2018 will be considered by the Town of Chesterfield, prior to authorizing submission of a request for release of funds.  
**RELEASE OF FUNDS**  
The Town of Chesterfield certifies to DHCD that Patricia Colson-Montgomery is her capacity as a member of Selectboard consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce respon-

sibilities in relation to the environmental review process and that these responsibilities have been satisfied.  
MA DHCD's approval of the Certification satisfies its responsibilities under NHPA and related laws and authorizes and allows the Town of Chesterfield to use Program funds.  
**OBJECTIONS TO THE RELEASE OF FUNDS**  
DHCD will accept objections to its release of funds and the Town of Chesterfield's Certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) The certification was not executed by the Certifying Officer of the Town of Chesterfield; (b) The Town of Chesterfield has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD/DHCD; or (d) another Federal agency acting pursuant to 45 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the

standpoint of environmental quality. Objections must be prepared and submitted accordance with the proposed procedures (DHCD part 5, Sec. 58.76) and shall be addressed to: Department of Housing and Community Development, at: 10 Cambridge St., Boston, MA 02114. Potential objectors should contact HUD/DHCD to verify the actual last day of the objection period.  
**Robert Reicos**  
Chesterfield Selectboard  
8/15/18  
**Town of Huntington Board of Health**  
P.O. Box 433  
Huntington, MA 01050  
The Town of Huntington Board of Health Department is seeking bids for work to be completed at the Transfer Station. The work to be completed is for site preparation work for the installation of gravel for a new concrete pad and removal of the existing 11' X 45' pad. Please include the following in your quote:  
• Removal and disposal of existing concrete pad  
• Removal of soil and pre-graded with processed gravel  
• Grading of the gravel to provide pitch for water drainage  
• Compaction of the gravel  
All bids must be submitted in writing to the

**Board of Health by Wednesday, September 5, 2018, 8:00, 8/15/18**

**NOTICE OF PUBLIC MEETING**  
Notice is hereby given that a **Community Outreach Meeting** for a proposed **Adult-Use Marijuana Establishment** is scheduled for **August 27, 2018 at 6PM** at the Chester Town Hall Auditorium. The proposed **Marjuana Microbusiness**, will cultivate, process and manufacture cannabis products in a facility to be located at 241 Highway 20 in Chester. There will be an opportunity for the public to ask questions. 800, 876/18

## HOW TO SUBMIT PUBLIC NOTICES

All legal notices to be published in the *Country Journal* should be sent directly to [notices@turley.com](mailto:notices@turley.com). Jamie Joslyn processes all legal notices in this newspaper and can answer all of your questions regarding these notices. Please indicate the newspaper and publication date(s) for the notice(s) in the subject line of your email. For questions regarding coverage area, procedures or cost, please call Jamie directly at 413-283-8393.  
Please check the accuracy of your legal notice prior to submission (i.e., date, time, spelling). Also, be sure the requested publication date coincides with the purpose of the notice, or as the law demands. Thank you.  
*Turley Publications, Inc. publishes 14 weekly newspapers throughout Western Massachusetts. Visit [www.turley.com](http://www.turley.com) for more information.*

**WE'VE EXPANDED OUR WEB SITE**

# PUBLIC NOTICES ARE NOW ONLINE

- 1 Email all notices to [notices@turley.com](mailto:notices@turley.com)
- 2 Access archives and digital tear sheets by newspaper title.
- 3 Find a quick link to the state of Massachusetts' public notice web site to search all notices in Massachusetts newspapers.

Public notice deadlines are Mondays at noon, Fridays noon for Monday holidays.

**visit [www.publicnotices.turley.com](http://www.publicnotices.turley.com)**

# Town of Chester

15 Middlefield Rd, Chester MA 01011

## Board of Selectmen

Telephone (413) 354-7760 Fax (413) 354-2268

e-mail: [selectmen@comcast.net](mailto:selectmen@comcast.net)

April 11, 2019  
Cannabis Control Commission  
101 Federal ST. 13<sup>th</sup> Floor  
Boston, MA 02110

RE: Keystone Bluff LLC

To whom it may concern,

This letter is to certify that Keystone Bluff LLC, provided official notice to the Town of Chester regarding their Community Outreach Meeting on August 27, 2018. A copy of the Keystone Bluff's Community Outreach Notice was provided to the Town Administrator and publicly posted in Town Hall.

Please let us know if you require any additional information.

Respectfully



Katherine Warden  
Town Administrator

## **NOTICE OF PUBLIC MEETING**

Chester Town Hall Auditorium  
Monday, August 27th at 6PM

Notice is hereby given that a Community Outreach Meeting for a proposed Adult-Use Marijuana Establishment is scheduled for August 27th at 6PM at the Chester Town Hall Auditorium. The proposed Marijuana Microbusiness will cultivate, process and manufacture cannabis products in a facility to be located at 241 Highway 20 in Chester. There will be an opportunity for the public to ask questions.

August 13, 2018

FROM: Jason Costa  
% Keystone Bluff, LLC  
PO Box #1  
Chester, MA 01011

Dear Neighbor,

My name is Jason Costa, and I am applying for a license to operate an adult-use marijuana establishment located in 241 Highway 20 in Chester. My new business, Keystone Bluff LLC, will cultivate, process and manufacture cannabis products in this location.


As one of your new neighbors, we wanted to notify you of our plans, and invite you to an upcoming Community Outreach Meeting where we will describe the project and take public questions. The meeting will take place on August 27th at 6PM in the Chester Town Hall Auditorium, and I hope you will attend.

The Public Notice below is published in the current issue of the *Country Journal*, and will run again on 8/16:

*Notice is hereby given that a Community Outreach Meeting for a proposed Adult-Use Marijuana Establishment is scheduled for August 27th at 6PM at the Chester Town Hall Auditorium. The proposed Marijuana Microbusiness will cultivate, process and manufacture cannabis products in a facility to be located at 241 Highway 20 in Chester. There will be an opportunity for the public to ask questions.*

We expect that our small business will have very little impact on the surrounding neighborhood, and I would welcome the opportunity to talk to you in person about our plans. If you can't make it to the Community Outreach Meeting on August 27th, please feel free to email any questions or concerns (or words of encouragement) you might have to [jason@keystonebluff.com](mailto:jason@keystonebluff.com).

Sincerely,



Jason Costa



ATTACHMENT C

CERTIFIED: 8-14-18  
Assessor's Office

DATE: 8-13-18  
Keystone Bluff Cannabis License

List of property owners notified in connection with public hearing on petition of

RECORD OF OWNER: Carm's Restaurant MAP & PARCEL 202-90 relative to  
c/o Allen + Patrick

Map/Parcel	Owner Mailing Address Property Location	Map/Parcel	Owner Mailing Address Property Location
202-87	[REDACTED]	202-107	[REDACTED]
202-88	[REDACTED]	202-132	[REDACTED]
202-89	[REDACTED]	202-133	[REDACTED]
202-91	[REDACTED]	202-57	[REDACTED]
202-92	[REDACTED]	202-134	[REDACTED]
202-93	[REDACTED]	202-135	[REDACTED]
202-94	[REDACTED]	202-137	[REDACTED]
202-95	[REDACTED]	202-108	[REDACTED]
202-96	[REDACTED]	202-112	[REDACTED]
202-97	[REDACTED]	202-56	[REDACTED]
202-98	[REDACTED]		

SIGNATURE OF APPLICANT

8/14/18

DATE

ABUTTERS

## 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, Jason Costa, (*insert name*) attest as an authorized representative of Keystone Bluff LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 8/27/18 (*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 8/9 & 8/16/18 (*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 8/20/18 (*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 8/13/18 (*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.

CONFIDENTIAL

# KEYSTONE BLUFF, LLC

MBN281450

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Plan to Remain Compliant with Local Zoning, Codes, Bylaws and Ordinances

Address: 241 Highway 20 / Chester, MA / 01011

Point of Contact: Jason Costa / [jason@keystonebluff.com](mailto:jason@keystonebluff.com) / +1 (413) 961-9488

# PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING, CODES, BYLAWS & ORDINANCES

## Table of Contents

- 1.0 Introduction
- 2.0 Municipal Bylaws
- 3.0 Staying in Compliance
- 4.0 Appendix - Current and Adult-use marijuana Zoning Bylaws

### 1.0 Introduction

Our management team performed a comprehensive review of all local bylaws, ordinances and codes of our host community, the Town of Chester, prior to submitting this application. Our proposed Marijuana Establishment meets all current local bylaws, codes and ordinances in the town of Chester.

The Town of Chester voted yes on Article 28, 5.12 Adult-Use Marijuana Bylaw at their June 2019 Annual Town Meeting. This bylaw is currently under review at the Attorney General's Office. Our management team has reviewed the pending by-law and we have discussed it with our host community's Select Board, Zoning Board, and Building Inspector. Our proposed Marijuana Establishment continues to meet all local bylaws, codes and ordinances in the town of Chester.

A copy of the current zoning bylaws for the Town of Chester is included in the Appendix, Section 4.0, of this document. A copy of the relevant sections from the Chester's June 2019 Annual Town Meeting Warrant, which includes Article 28, 5.12 Adult-Use Marijuana Bylaw is also included in the Appendix.

The information in Section 2.0 below was provided to the community at our Public Outreach Meeting in August 2018.

### 2.0 Municipal Bylaws

**Zoning** Our proposed adult-use marijuana Establishment is allowed under all local zoning bylaws

**Permitting** Our proposed Marijuana Establishment is allowed by right and does not require local zoning permitting

**Licensing** There are no local licensing regulations pertaining to adult-use Marijuana Establishments.

**Board of Health** There is no local Board of Health regulation pertaining to adult-use Marijuana Establishments.

**Buffer Zone** Our proposed Marijuana Establishment complies with the 500-foot buffer zone from existing public or private school buildings (K-12). Local bylaws do not create a smaller buffer zone.

Additionally, we publicly discussed our plans for odor control and ventilation, vehicles and parking, security measures, signage and fencing, waste, energy and water usage, and proposed cultivation and manufacturing activities.

We are compliant with the proposed municipal Article 28 5.12, 5.12.4 Additional Requirements/ Conditions a, b, c, d, e, f.

### **3.0 Staying in Compliance**

In order to remain compliant with local codes, Keystone Bluff's management team will:

1. Review any proposed new bylaws or local regulations, and identify any potential issues with respect to Keystone Bluff's business operations. If any issues are identified, Keystone Bluff's management team will review the appropriate plans and standard operating procedures to ensure that the company is in compliance with any new regulations before they take effect.
2. Review any proposed changes to the operation of the business (i.e., change of business hours, etc.) to ensure that they do not conflict with local regulations and make an appropriate communication plan.
3. Monitor the local weekly newspaper, The Country Journal, for public notices for any new proposed bylaws or ordinances in the town of Chester. All public notices for the town of Chester are published in The Country Journal.
4. Attend periodic Selectboard meetings and review the annual town warrant.

Our architect Jeff Penn has performed code analysis, met with the Building Inspector, and will ensure that all construction plans, fencing, and facility design will meet all building codes and regulations.

### **4.0 Appendix (continues on next page)**

COMMONWEALTH OF MASSACHUSETTS

TOWN OF CHESTER

ANNUAL TOWN MEETING WARRANT

**HAMPDEN, SS.**

*To any of the Constables in the Town of Chester in the County of Hampden:*

**GREETINGS:**

*In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of Chester qualified to vote in Elections and Town affairs to meet in the Chester Town Hall, 15 Middlefield Rd, Chester MA on Monday, the tenth day of June, 2019, A.D. at 7:00 P.M. in the evening, then and there to act on the following articles:*

**ARTICLE 1: Article to Seek Special Legislation To Ratify Election**

*To see if the Town will vote to authorize the Board of Selectmen to file with the General Court a petition for special legislation to ratify the results of the most recent Town election, substantially as follows:*

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same as follows:*

***SECTION 1. Notwithstanding any general or special law or by-law to the contrary, all acts and proceedings taken by the town of Chester at the annual town election held on May 4, 2019 and all actions taken pursuant thereto are hereby ratified, validated and confirmed to the same extent as if the notice for the town election had been given by a warrant in full compliance with law.***

***SECTION 2. This act shall take effect upon its passage.***

*provided that the General Court may make clerical or editorial changes of form only to the bill, unless the Selectmen approve amendments to the bill before enactment by the General Court, the Selectmen being hereby authorized to approve amendments which shall be within the scope of the general public objectives of this petition, or to take any other action in relation thereto.*

**ARTICLE 2:**

*To authorize the Board of Selectmen to appoint such other Town Officials as are not required to be chosen by ballot.*

**ARTICLE 22 – Non-binding article**

*To see if the Town is in favor of the Hamilton Memorial Library Trustees purchasing a piece of land on the western side of the old grammar school located on Route 20, to build a new Library. The estimated cost of the project will be approximately \$800,000.00, to be funded by existing trust funds, grants and Friends of the Library fundraising efforts. Any money that may come through the Town to help fund the project, in the form of increased taxes, would have to be approved at a Town Meeting.*

*A Yes vote will express support for Trustees continuing with the project and a No vote would express opposition*

**ARTICLE 23 - Citizens petition**

*To see if the Town will create a bylaw such that no two people who are living in the same household or who are related, can serve on the same board or committee in Town.*

**ARTICLE 24- Citizens petition**

*To see if the Town will vote to change the length of term for the position of Town Clerk from one year to three years, effective with the Annual Town Election, May 2020*

**ARTICLE 25 – Citizens petition**

*To see if the Town will name the bridge on East River Road the “Thomas E. McFarland Memorial Bridge” as a posthumous honor for all that Tom McFarland did in service to the Town of Chester as a Police Officer, Constable, Registrar, Council on Aging Advisory Board member and member of the Town’s Democratic Committee, as well as his work to have this bridge rebuilt.*

**ARTICLE 26 – Citizens petition**

*To see if the town will raise and appropriate \$8,000.00 for an electronic vote counting machine to be in place by the end of the 2020 fiscal year.*

**ARTICLE 27 APPROVAL FOR AMENDED REGIONAL AGREEMENT**

*To see if the Town will vote to approve the Gateway Regional District Amended Regional Agreement as presented by the School Committee dated March 13,2019. A copy of this agreement and an explanation page is is on file with the Town Clerk and available on the Town Website.*

**ARTICLE 28 ADULT USE MARIJUANA BYLAW**

*To see if the Town will vote to approve the updated Adult Use Marijuana Bylaw or take any other action relative thereto.*

**Section 5.12 ADULT USE MARIJUANA ESTABLISHMENTS**

**5.12.1 Purpose**



It is recognized that the nature of the substance cultivated, processed, and/or sold by Marijuana Establishments may have objectionable operational characteristics and should be located in such a way as to ensure the health, safety, and general well-being of the public as well as legally authorized adult customers seeking to legally purchase marijuana for their own use. The specific and separate regulation of Marijuana Establishments is necessary to advance these purposes and ensure that such facilities are not located within close proximity of minors and do not become concentrated in any one area within the Town of Chester.

Subject to the provisions of this Zoning Bylaw, Chapter 40A of the Massachusetts General Laws, Chapter 94G of the Massachusetts General Laws and 105 CMR 725.000, Marijuana Establishments will be permitted to provide the opportunity for the legal cultivation, product manufacturing and retail sale of marijuana for non-medical adult marijuana use in a manner that complies with state regulations.

### **5.12.2 Applicability**

Nothing in this section shall be construed to supersede federal and state laws governing the sale and distribution of marijuana.

This bylaw does not apply to the cultivation of industrial hemp as it is regulated by the Massachusetts Department of Agricultural Resources pursuant to General Laws, Chapter 128, Sections 116-123.

### **5.12.3 Definitions**

Cannabis Cultivation: The use of land and/or buildings for planting, tending, improving, harvesting, processing and packaging, the preparation and maintenance of soil and other media and promoting the growth of cannabis by a cannabis cultivator, micro-business, research facility, craft marijuana cultivator cooperative, registered marijuana dispensary or other entity licensed by the Commission for cannabis cultivation. Such use is not agriculturally exempt from zoning. The cultivation and processing of medical marijuana in accordance with these regulations is considered to be a manufacturing use and is not agriculturally exempt from zoning. (Note: this term is not defined in 935 CMR 500.)

Cannabis or Marijuana or Marihuana: All parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana or Marihuana (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

- (a) 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;
- (b) hemp; or
- (c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Cannabis or Marijuana Products: Cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or 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.

Ceases to Operate: Marijuana Establishment closes and does not transact business for a period greater than 60 days with no substantial action taken to reopen. The Commission may determine that an establishment has ceased to operate based on its actual or apparent termination of operations.

Commission: The Massachusetts Cannabis Control Commission established by M.G.L. c. 10, § 76, or its designee. The Commission has authority to implement the state marijuana laws, which include, but are not limited to, St. 2016, c. 334 as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000.

Craft Marijuana Cooperative: A Marijuana Cultivator comprised of residents of the Commonwealth and organized as a limited liability company, limited liability partnership, or cooperative corporation under the laws of the Commonwealth. A cooperative is licensed to cultivate, obtain, manufacture, process, package and brand cannabis or marijuana products to transport marijuana to Marijuana Establishments, but not to consumers.

Hemp: The plant of the genus Cannabis or any part of the plant, whether growing or not, with a delta-9-tetrahydrocannabinol concentration that does not exceed 0.3% on a dry weight basis of any part of the plant of the genus Cannabis, or per volume or weight of cannabis or marijuana product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus Cannabis regardless of moisture content.

Host Community: A municipality in which a Marijuana Establishment is located or in which an applicant has proposed locating an establishment.

Host Community Agreement: An agreement, pursuant to General Laws, Chapter 94G, Section 3(d), between a Marijuana Establishment and a municipality setting forth additional conditions for the operation of a Marijuana Establishment, including stipulations of responsibility between the parties and an up to 3% host agreement revenue sharing. (Note: this term is not defined in 935 CMR 500.)

Marijuana Independent Testing Laboratory: A laboratory that is licensed by the Commission and is:

- (a) accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- (b) independent financially from any Medical Marijuana Treatment Center (RMD), Marijuana Establishment or licensee for which it conducts a test; and
- (c) qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Licensee: A person or entity licensed by the Commission to operate a Marijuana Establishment under 935 CMR 500.000.

Manufacture: To compound, blend, extract, infuse or otherwise make or prepare a cannabis or marijuana product.

Marijuana Cultivator: An entity licensed to cultivate, process and package marijuana, and to transfer marijuana to other Marijuana Establishments, but not to consumers. A Craft Marijuana Cooperative is a type of Marijuana Cultivator.

Marijuana Establishment: A Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Marijuana Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center. Marijuana establishments permitted in accordance with these regulations are considered to be a commercial and/or manufacturing use and are not considered being subject to any agricultural exemptions under zoning.

Marijuana Microbusiness: A collocated Marijuana Establishment that can be either a Tier 1 Marijuana Cultivator or Product Manufacturer or both, in compliance with the operating procedures for each license. A Microbusiness that is a Marijuana Product Manufacturer may purchase no more than 2,000 pounds of marijuana per year from other Marijuana Establishments.

Marijuana Process or Processing: To harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

Marijuana Product Manufacturer: An entity licensed to obtain, manufacture, process and package cannabis or marijuana products and to transfer these products to other Marijuana Establishments, but not to consumers.

Marijuana Research Facility: An entity licensed to engage in research projects by the Commission.

Marijuana Retailer: An entity licensed to purchase and transport cannabis or marijuana product from Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers. Retailers are prohibited from delivering cannabis or marijuana products to consumers; and from offering cannabis or marijuana products for the purposes of on-site social consumption on the premises of a Marijuana Establishment.

Marijuana Transporter: An entity, not otherwise licensed by the Commission, that is licensed to purchase, obtain, and possess cannabis or marijuana product solely for the purpose of transporting, temporary storage, sale and distribution to Marijuana Establishments, but not to consumers. Marijuana Transporters may be an Existing Licensee Transporter or Third Party Transporter.

Medical Marijuana Treatment Center, also known as a Registered Marijuana Dispensary (RMD): A not-for-profit entity registered under 105 CMR 725.100: Registration of Registered Marijuana Dispensaries, that acquires, cultivates, possesses, processes (including development of related products such as edible cannabis or marijuana products, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing cannabis or marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers for medical use. Unless otherwise specified, RMD refers to the site(s) of dispensing, cultivation, and preparation of cannabis or marijuana for medical use.

Propagation: The reproduction of cannabis or marijuana plants by seeds, cuttings, or grafting.

Provisional Marijuana Establishment License: A certificate issued by the Commission confirming that a Marijuana Establishment has completed the application process.

Public Place: Any area maintained for or used by the public and any place that is open to the scrutiny of others or where there is no expectation of privacy.

RMD Applicant: A previously Registered Marijuana Dispensary with a final or provisional certificate of registration in good standing with the DPH.

#### **5.12.4 Additional Requirements/Conditions**

The following requirements shall apply to all Marijuana Establishments and will be discussed as part of the Host Community Agreement approval process and, as needed, included in the agreement:

- a. Use:
  - i. Any type of Marijuana Establishment may only be involved in the uses permitted by its definition and may not include other businesses or services.
  - ii. No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises.
  - iii. The hours of operation shall be set as part of the Host Community Agreement, but in no event shall a marijuana establishment facility be open to the public, and no sale or other distribution of marijuana shall occur upon the premises or via delivery from the premises, between the hours of 8:00 p.m. and 8:00 a.m.
  - iv. No Marijuana Establishment may apply for a building permit prior to its receipt of all required permits and approvals including, but not limited to, its Provisional Marijuana Establishment License from the Cannabis Control Commission.
  - v. No Marijuana Establishment may commence operations prior to receipt of its Final Marijuana Establishment License from the Cannabis Control Commission.
  - vi. The number of adult use Marijuana Establishments permitted to be located within the Town of Chester shall not exceed four.
  
- b. Physical Requirements:
  - i. All aspects of the Marijuana Establishment, except for the transportation of product or materials, relative to the acquisition, cultivation, possession, processing, sales, distribution, dispensing, or administration of marijuana, products containing marijuana, related supplies, or educational materials must take place at a fixed location within a fully enclosed building or greenhouse and shall not be visible from the exterior of the business. They may not be permitted to be located in a trailer, storage freight container, motor vehicle or other similar type of potentially movable enclosure. Greenhouse construction must be permanent structures, suitable for the location and for local weather conditions, such as winds and snow load. Rigid frame construction of suitable, durable materials, such as wood or aluminum, is required. The greenhouse covering material will be a long-term type, such as glass, fiberglass, acrylic, or polycarbonate. Plastic film coverings are not allowed.
  - ii. Ventilation – all Marijuana Establishments shall be ventilated in such a manner that no:
    - 1. Pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere, and
    - 2. No odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the marijuana business or at any adjoining use or property.
  - iii. Signage shall be displayed on the exterior of the Marijuana Establishment’s entrance in plain sight of the public stating that “Access to this facility is limited to individuals 21 years or older.” in text two inches in

height. All other signage must comply with all other applicable signage regulations in the Zoning Bylaw Section 5.1 and 935 CMR 500

- iv. Cannabis plants, products, and paraphernalia shall not be visible from outside the building in which the cannabis establishment is located and shall comply with the requirements of 935 CMR 500. Any artificial screening device erected to eliminate the view from the public places shall also be subject to a vegetative screen and the Board shall consider the surrounding landscape and view to determine if an artificial screen would be out of character with the neighborhood. Marijuana cultivation in the AR zone shall not be visible from abutting parcels as well as from public places.

c. Location:

- i. Marijuana Establishments are encouraged to utilize existing vacant buildings where possible
- ii. No Marijuana Establishment shall be located on a parcel which is within three hundred (300) feet (to be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the Marijuana Establishment is or will be located) of a parcel occupied by a pre-existing public or private school (existing at the time the applicant's license application was received by the Cannabis Control Commission) providing education in kindergarten or any of grades 1-12.
- iii. No marijuana retailer shall be located on a parcel which is within three hundred (300) feet (to be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the marijuana retailer is or will be located) of a parcel occupied by another marijuana retail facility.
- iv. No Marijuana Establishment in the Industrial (I) and Agricultural-Residential (AR) zones shall be located inside a building containing residential units. Marijuana Establishments may be located inside a building containing residential units in the Business (B) and Rt. 20 Commercial Overlay District (COD) zones.
- v. No Marijuana Establishment is permitted to utilize or provide a drive-through service.

d. Other Host Community Agreement discussion requirements:

In addition to the requirements of section 5.12.4 a through c, application requirements for a Host Community Agreement shall also discuss, and include in the agreement, the following, to the extent possible, with the understanding that not all specific details may be available at the time of the discussion:

- i. If it is in conjunction with an approved RMD, a copy of its registration as an RMD from the Massachusetts Department of Public Health in accordance with 105 CMR 725.000 or from the Cannabis Control Commission in accordance with 935 CMR 500.
- ii. Liability Insurance Coverage or Maintenance of Escrow as required in 935 CMR 500.
- iii. Address of proposed establishment and state of obtaining site control by purchase or lease.
- iv. Disclosure of all of its designated representatives, including officers, directors, shareholders, partners, members, managers, or other similarly-situated individuals and entities. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons.
- v. Proposed exterior security measures for the Marijuana Establishment including lighting, fencing, gates and alarms, etc. ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity. Lighting measures to prevent or minimize light pollution to surrounding properties.
- vi. Proposed floor plan identifying the areas available and functional uses (including square footage).
- vii. All signage being proposed for the facility.
- viii. Pedestrian/vehicular traffic impact to establish the Marijuana Establishment's impacts at peak demand times, including a line queue plan to ensure that the movement of pedestrian and/or vehicular traffic, including but not limited to, along the public right of ways will not be unreasonably obstructed.
- ix. An odor control plan discussing the odor-emitting activities or processes to be conducted on-site, the source of those odors, the locations from which they are emitted from the facility, the frequency of such

odor-emitting activities, the duration of such odor-emitting activities, and the administrative of odor control including maintenance of such controls.

- x. A description of all activities to occur on site, including all provisions for the delivery of marijuana and related products to marijuana establishment or off-site direct delivery and level of activity expected outside of the approved hours of operation.
- xi. Other requirements relative to the Marijuana Establishment's:
  - 1. Marketing and advertising
  - 2. Waste disposal
  - 3. Transportation and delivery of marijuana or marijuana products
  - 4. Energy efficiency and conservation
  - 5. Security and Alarms
  - 6. water usage
  - 7. noise level expected both during and outside hours of operation and any noise abatement measures, if necessary
  - 8. employment opportunities
  - 9. revenue sharing
  
- e. Reporting Requirements:
  - i. Prior to the commencement of the operation or services provided by a Marijuana Establishment, it shall provide the Police Department, Fire Department, and Building Inspector with the names, phone numbers and email addresses of all management staff and key-holders, including a minimum of two (2) operators or managers of the facility identified as contact persons to whom one can provide notice if there are operating problems associated with the establishment. All such contact information shall be updated as needed to keep it current and accurate.
  - ii. The local Building Inspector, Board of Health, Police Department, and Fire Department shall be notified in writing by the marijuana establishment facility owner/operator/ manager:
    - 1. A minimum of 30 days prior to any change in ownership or management of that establishment.
    - 2. A minimum of 12 hours following a violation or potential violation of any law or any criminal or potential criminal activities or attempts of violation of any law at the establishment.
  - iii. Permitted Marijuana Establishments<sup>st</sup> shall file an annual written report to, and appear before, the Board of Selectmen no later than January 31<sup>st</sup> of each calendar year, providing a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the requirements of this bylaw and Host Community Agreement.
  - iv. The owner or manager of a Marijuana Establishment is required to respond by phone or email within twenty-four hours of contact by a town official concerning their marijuana establishment at the phone number or email address provided to the Town as the contact for the business.
  
- f. Issuance/Transfer/Discontinuance of Use
  - i. A Host Community Agreement (HCA) shall be issued to the Marijuana Establishment owner.
  - ii. A HCA shall be issued for a specific type of Marijuana Establishment on a specific site/parcel.
  - iii. A HCA shall be non-transferable to either another Marijuana Establishment owner or another site/parcel.
  - iv. A HCA shall have a term limited to the duration of the applicant's ownership/control of the premises as a Marijuana Establishment, and shall lapse/expire if:
    - 1. the Marijuana Establishment ceases operation (not providing the operation or services for which it is permitted) for 365 days, and/or
    - 2. the Marijuana Establishment's registration/license by the Cannabis Control Commission expires or is terminated.

- v. The Marijuana Establishment shall notify the Town Administrator in writing within 48 hours of such lapse, cessation, discontinuance or expiration or revocation.
- vi. A marijuana cultivation or product manufacturing establishment shall be required to remove all material, plants equipment and other paraphernalia prior to surrendering its state registration/license or ceasing its operation.

**5.12.6 Professional Fees**

The town may retain a technical expert/consultant to verify information presented by the applicant. The cost for such a technical expert/consultant will be at the expense of the applicant.

**5.12.7 Conflict with Other Laws**

The provisions of this bylaw shall be considered supplemental of existing zoning bylaws. To the extent that a conflict exists between this bylaw and others, the more restrictive bylaw, or provisions therein, shall apply.

**5.12.8 Severability**

The invalidating of any section or provision of this bylaw shall not invalidate any other section or provision thereof.

**5.12.9 Penalties**

Any person who fails to comply with any provision of this bylaw or a building permit issued pursuant to this bylaw shall be subject to enforcement and penalties as allowed by applicable law.

**OTHER REQUIRED ZONING AMENDMENTS**

1. Amend the Chester Zoning Bylaw by amending the Table 1: Chester Schedule of Use Regulations by adding the following under Section 3.0.7, Business:

<b><u>BY LAW NUMBER</u></b>	<b><u>LAND USE CLASSIFICATION</u></b>	<b><u>STANDARDS &amp; CONDITIONS</u></b>	<b><u>R</u></b>	<b><u>AR</u></b>	<b><u>B</u></b>	<b><u>I</u></b>	<b><u>COD</u></b>
3.0.7	<u>BUSINESS</u>						
	5.12 Adult Use Marijuana Establishments	see Bylaw 5.12 for additional standards	<i>N</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>

You are hereby directed to serve this Warrant by posting true and attested copies thereof, in three public places within the Town of Chester, seven (7) days at least, before the day and hour of holding said meeting.

Therefore, Fail Not and make due return of said Warrant with your doing thereon to the Town Clerk of the Town of Chester, at or before the day and hour of holding said meeting.

Given under our hands at Chester, this 31<sup>st</sup> day of May, 2019

---

Barbara Pease Huntoon, Chair

---

John Baldasaro, Vice Chairman

As per instruction in this Warrant, I have posted same, this 31<sup>st</sup> day of May 2019 in three public places, Chester Town Hall, Chester Post office, Chester Center.

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Nunziotino Cardarelli, Constable



ZONING BYLAW  
FOR  
TOWN OF CHESTER, MASSACHUSETTS

■ REVISED MAY 2005

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# **1 SECTION I-PURPOSE**

The purposes of this Bylaw are to promote the health, safety, and general welfare of the inhabitants of the Town of Chester; to protect and conserve the value of property within the Town; and to secure safety from fire, congestion, or confusion, all in accord with the General Laws of the Commonwealth of Massachusetts, Chapter 40A.

## **2 SECTION II - ESTABLISHMENT OF ZONING DISTRICTS**

### **2.0 TYPES OF DISTRICTS**

For the purposes of this Bylaw, the Town of Chester is hereby divided into the following types of use districts:

<u>Short Name</u>	<u>Full Name</u>
R	Residential
AR	Agricultural Residential
B	Mixed Use Village Business
I	Industrial
FWR	Floodplain and Westfield River Protection

### **2.1 ZONING MAP**

Said zoning districts are located and bounded as shown on a map entitled "Zoning Map of Chester, Massachusetts", dated 1968, and on file in the office of the Town Clerk. The Zoning Map with all explanatory matter thereon, is hereby made a part of this Bylaw. The Floodplain and Westfield River Protection District is defined on maps described in Section 4.0.

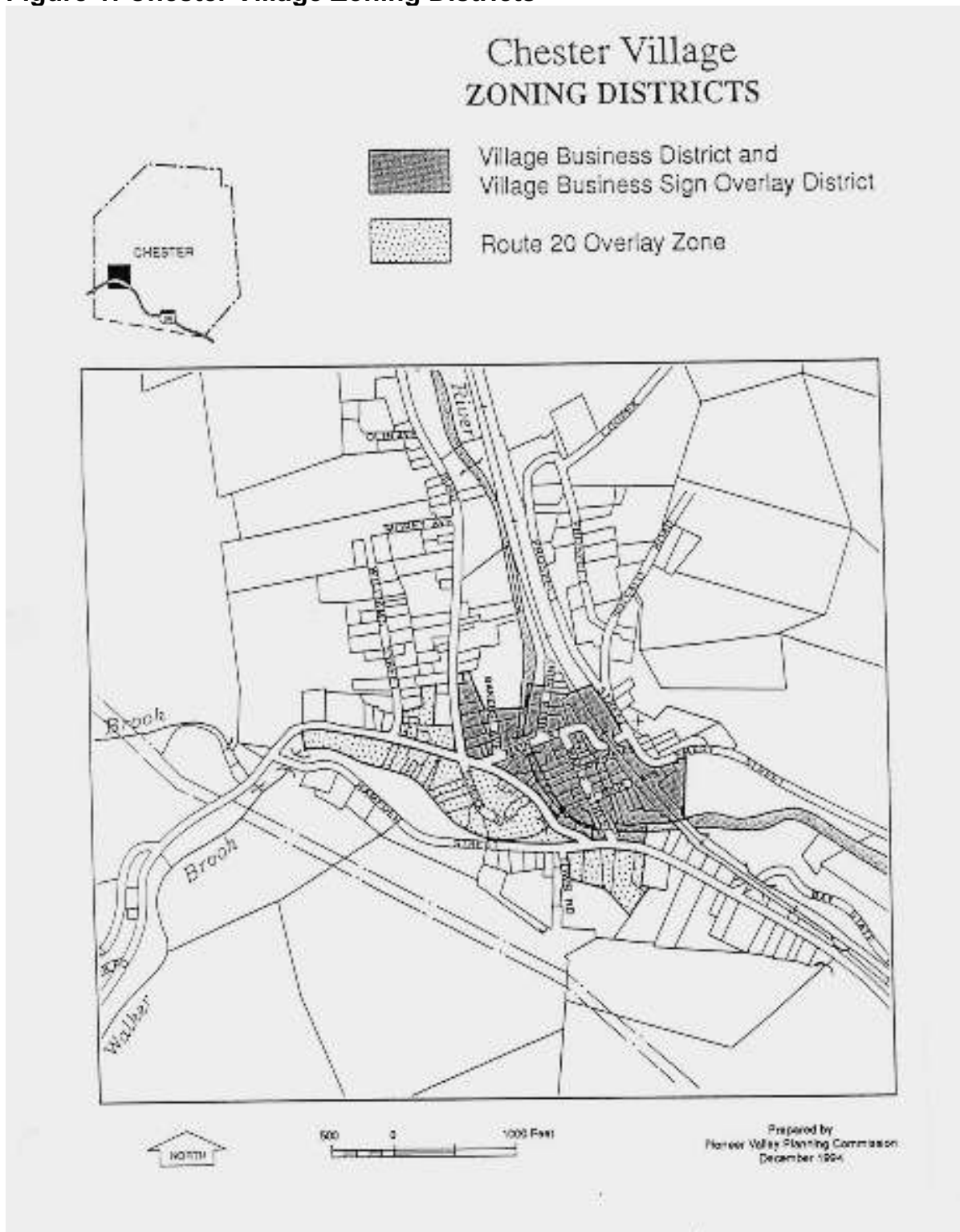
### **2.2 ZONING MAP INTERPRETATION**

For purposes of interpretation of the Zoning Map, the location of the boundary lines of the districts shown upon the Zoning Map shall be determined as follows:

- 2.2.1 Zoning district boundaries which follow streets, railroads, or water courses shall be deemed to coincide with the mean center line thereof.
- 2.2.2 Where the boundary lines are shown approximately on the location of property or lot lines and the exact location of the property, lot, or boundary lines is not indicated by means of figures, then the property or lot lines shall be the boundary lines.
- 2.2.3 Where a zoning district boundary, other than an overlay district boundary, divides a lot which was in single ownership on 1968, or upon the effective date of any amendment changing the boundaries of one of the zoning districts in which the lot or a portion of the lot lines, the regulations applicable to either zoning district may be extended to as much of the lot as lies within 30 feet of the adjacent zoning district boundary.

2.2.4 In all cases which are not covered by the other provisions of this Section, the location of boundary lines shall be determined by the distances in feet if given from other lines upon said map, by the use of identifications as shown on the map, or if none are given, then by the scale of said map.

**Figure 1: Chester Village Zoning Districts**



### 3 SECTION III – GENERAL USE REGULATIONS

#### 3.0 SCHEDULE OF REGULATIONS

3.0.1 Except as provided elsewhere in this Bylaw no building or structure shall be constructed, and no building, structure or land, or part thereof shall be used for any purpose or in any manner other than for one or more of the uses hereinafter set forth as permitted in the district in which such building, structure or land is located, or set forth as permissible by special permit in said district and so authorized. The restrictions and controls intended to regulate development in each district are set forth in Table 1. Chester Schedule of Use Regulations:

<b>Y</b>	-	Yes – Use Permitted
<b>SP</b>	-	Use Allowed by Special Permit
<b>N</b>	-	No – Use Prohibited

Uses permitted and uses permitted by special permit shall be in conformity with all intensity regulations and other pertinent requirements of the Bylaw.

#### 3.0.2 Floodplain and Westfield River Protection District Uses

See Section 4.0, the Floodplain and Westfield River District, to determine what uses are permitted.

#### 3.0.3 Intensity Regulations

The locations and types of land use are specified in TABLE 1 – CHESTER SCHEDULE OF USE REGULATIONS

**Table 1: Chester Schedule Of Use Regulations**

<u>BY LAW NUMBER</u>	<u>LAND USE CLASSIFICATION</u>	<u>STANDARDS &amp; CONDITIONS</u>	<u>R</u>	<u>AR</u>	<u>B</u>	<u>I</u>
3.0.4	<u>AGRICULTURAL</u>					
	Agriculture, Horticulture, Floriculture or Viticulture	Includes the raising of stock. Must be located on Parcels of land with more than 5 acres.	Y	Y	Y	Y
	Small Agriculture, Horticulture, Floriculture or Viticulture	Must be located on parcels of land with 5 acres or less. Excludes the raising of hogs, pigs, or fur-bearing animals.	N	Y	N	N
	Raising of Hogs, Pigs, or Fur-Bearing Animals on Parcels of Land With 5 Acres or Less	Such activity must be carried on at least 500 feet from any property lines.	N	SP	N	N
	Raising of Hogs, Pigs, or Fur-Bearing Animals on Parcels of Land Over 5 Acres	Such activity must be carried on at least 500 feet from any property lines.	Y	Y	Y	Y
Nursery	Must be located on parcels of land with more than 5 acres	Y	Y	Y	Y	
Small Nursery	Must be located on parcels of land with 5 acres or less.	N	Y	N	N	
Farm Stand	For the display and sale of natural products the majority of which are raised in town during the months of June, July, August and September of every year. Must be located on parcels of land with more than 5 acres.	Y	Y	Y	Y	
Small Farm Stand	For the display and sale of natural products, the majority of which must be raised in town. Must be located on parcels of land with 5 acres or less.	N	Y	N	N	



<u>BY LAW NUMBER</u>	<u>LAND USE CLASSIFICATION</u>	<u>STANDARDS &amp; CONDITIONS</u>	<u>R</u>	<u>AR</u>	<u>B</u>	<u>I</u>
3.0.4	<u>AGRICULTURAL (CONT)</u> Commercial Riding Stable, Riding School on Parcels of Land with More than 5 Acres		Y	Y	Y	Y
	Commercial Riding Stable, Riding School on Parcels of Land with 5 Acres.		N	SP	N	N
	Private Riding Stable		Y	Y	Y	Y
	Aviation Field		N	SP	N	N
	Golf course		N	SP	N	N
	Boat Livery		N	SP	N	N
	Ski Tow		N	SP	N	N
	Soil, Gravel, Loam and Sand Removal		N	SP	N	N
	Boarding Kennel	Must be located on parcels of land with more than 5 acres.	SP	SP	SP	SP
3.0.5	<u>RESIDENTIAL</u>					
	Single Family Homes		Y	Y	Y	Y
	Multi-Family Homes		N	N	Y	N
	Two-family Homes		SP	SP	Y	N
	Common Access Driveways Detached One-Family Dwelling	See Section 5.2 for additional standards	Y	Y	Y	N

<b>BY LAW NUMBER</b>	<b>LAND USE CLASSIFICATION</b>	<b>STANDARDS &amp; CONDITIONS</b>	<b>R</b>	<b>AR</b>	<b>B</b>	<b>I</b>
3.0.5	<u>RESIDENTIAL (CONT)</u>					
	Renting of Rooms or Furnishing of Board	For not more than (4) persons in a dwelling regularly occupies for residential purposes for a period not less than 30 consecutive days.	Y	Y	Y	N
	Dwelling Conversion	Conversion of a one-family dwelling existing at the time of the adoption of this Zoning Bylaw in 1968 into a two-family dwelling	SP	SP	N	N
	Mobile Home	See Section 3.1 for additional information	N	N	N	N
	Creative Development	See Section 5.3 for additional standards	N	SP	N	N
3.06	<u>INSTITUTIONAL</u>					
	Religious, Education or Municipal Use		Y	Y	Y	Y
	Hospital, Sanatorium, Convalescent Home or Nursing Home		Y	Y	Y	N
	Private Club Not Conducted for Profit		SP	SP	N	N
	Child Care Facility		Y	Y	Y	Y
	Family Day Care Home		Y	Y	Y	Y

<u>BY LAW NUMBER</u>	<u>LAND USE CLASSIFICATION</u>	<u>STANDARDS &amp; CONDITIONS</u>	<u>R</u>	<u>AR</u>	<u>B</u>	<u>I</u>
3.0.7	<u>BUSINESS</u>					
	Open-Air Movie Theater		N	SP	N	N
	Office		N	N	Y	Y
	Bank		N	N	Y	Y
	Newspaper or Job Printing Establishment		N	N	Y	Y
	Hotel, Motel		N	N	Y	Y
	Bed and Breakfast Home		SP	SP	SP	SP
		Before a Special Permit can be obtained the owner must obtain a Disposal works Construction Permit from the Board of Health to ensure that the existing sewage disposal system is adequate for the proposed alteration to the existing building.				
		A Bed and Breakfast use must comply with the following standards:				
		a. The rooming units shall not include individual kitchens.				
		b. The rooming units must share a common entrance for the single-family dwelling.				
		c. The use must not change the single-family character of the dwelling.				
		d. Transient occupants are prohibited from staying more than 60 days in a one-year period.				
		e. The exterior appearance of the structure shall not be altered from its single-family character.				

<u>BY LAW NUMBER</u>	<u>LAND USE CLASSIFICATION</u>	<u>STANDARDS &amp; CONDITIONS</u>	<u>R</u>	<u>AR</u>	<u>B</u>	<u>I</u>
3.0.7	BUSINESS (CONT)					
	Bed and Breakfast Establishment	Must comply with the Standards & Conditions Requirements for a Bed and Breakfast Home	SP	SP	SP	SP
	Restaurant		N	N	Y	Y
	Any Wholesale or Retail Business, Research, Laboratory, Service or Public Utility	Uses must not involve manufacturing on the premises except of products the major portion of which is sold on the premises by the producer to the consumer, provided that such use shall be permitted which would be detrimental or offensive or tend to reduce property values in the same or adjoining districts by reason of dirt, odor, fumes, smoke, gas, sewage, refuse, noise, excessive vibration or danger of explosion of fire.	N	N	Y	Y
	Automotive Service Station, Repair Shop, Storage Garage or Salesroom		N	N	Y	Y
	Place of Amusement or Assembly		N	N	SP	N
	Club Conducted for Profit		N	N	SP	N
	Mixed-Use Building	The development of a tract of a building or structure with two or more different uses such as, but not limited to, residential, office, manufacturing, retail, public or entertainment, in a compact form.	N	N	Y	N

<u>BY LAW NUMBER</u>	<u>LAND USE CLASSIFICATION</u>	<u>STANDARDS &amp; CONDITIONS</u>	<u>R</u>	<u>AR</u>	<u>B</u>	<u>I</u>
3.0.8	<u>INDUSTRIAL</u>					
	Any Manufacturing or Industrial Use	Including processing, fabrication and assembly, provided that no such use shall be permitted which would be detrimental or offensive or tend to reduce property values in the same or adjoining districts by reason of dirt order, fumes, smoke, gas, Sewerage, refuse, noise, excessive vibration or danger of explosion or fire.	N	N	N	Y
	Automobile Dismantling or Used-Parts Yard		N	N	N	SP
	Junk Yard		N	N	N	SP
3.0.9	<u>ACCESSORY USES</u>					
	Home Occupation	Uses customarily incidental to a permitted main use on the same premises, including but not limited to the following: Use of a room or rooms in a dwelling for customary home occupations by resident occupants such as dressmaking, candy making, or for practice, by a resident, of a recognized profession	Y	Y	Y	Y
	Home Trade	Use of premises or building thereon in connection with his trade by a resident carpenter, electrician, painter, plumber, or other artisan, provided that no manufacturing or business requiring substantially continuous employment of other person(s) be carried on. Accessory structures may be used to house home trade use.	Y	Y	N	N

<u>BY LAW NUMBER</u>	<u>LAND USE CLASSIFICATION</u>	<u>STANDARDS &amp; CONDITIONS</u>	<u>R</u>	<u>AR</u>	<u>B</u>	<u>I</u>
3.0.9	ACCESSORY USES Bus Shelter for Public School	See Section 3.3.3 for additional information	N	Y	N	N

\* the placement of multiple signs on a single business property may require a Special Permit from the Zoning Board of Appeals.

### **3.1 MOBILE HOMES**

No mobile homes may be occupied except in a trailer park operating under a license from the Board of Health. This regulation shall not apply under the following conditions:

- 3.1.1 A mobile home or trailer, which in 1968, is located and occupied in conformity with the provisions of Section III pertaining to detached one-family dwellings, may remain in that location, but, if removed, it shall not return nor be replaced by another trailer or mobile home.
- 3.1.2 The owner or occupier of a residence which has been destroyed by fire or other natural holocaust may place a mobile home on the site of such residence and may, by right, reside in such mobile home for a period not to exceed twelve months while the residence is being rebuilt. Any such mobile home is subject to the provisions of the State Sanitary Code. The mobile home must be removed from the site upon issuance of the Certificate of Occupancy by the Building Inspector for the rebuilt residence.

### **3.2 NON-CONFORMING USES AND STRUCTURES**

3.2.1 This Bylaw shall not apply to any structures or uses lawfully in existence or lawfully begun in 1968 or through subsequent amendment of this Bylaw which do not conform to the requirements of the district in which it is located.

#### **3.2.2 Alteration or Reconstruction**

A non-conforming structure may not be altered or reconstructed, if the cost of such alteration exceeds 50 percent of the assessed valuation of the structure at the time of the change, except by special permit from the Zoning Board of Appeals that the alteration or reconstruction shall not be more detrimental to the neighborhood than the existing structure.

#### **3.2.3 Extension**

There may be no increase in the extent of a non-conforming use or structure.

#### **3.2.4 Restoration**

No non-conforming structure damaged by fire or other causes to the extent of more than 7 percent of its assessed valuation shall be repaired or rebuilt except by special permit from the Zoning Board of Appeals that the restoration shall not be more detrimental to the neighborhood than the original structure.

A non-conforming building listed in the National and/or State Registers of Historic Places which is destroyed by fire or other catastrophe, may be rebuilt with the

approval of the Board of Appeals even where the restoration cost exceeds 75% of the replacement value at the time of the loss.

### 3.2.5 Abandonment

A non-conforming use which has been abandoned for two years or more shall not be re-established, and any other future use shall conform to this Bylaw.

### 3.2.6 Changes

Once changed to a conforming use, no structure or land shall be permitted to revert to a non-conforming use.

## **3.3 INTENSITY REGULATIONS**

3.3.1 A dwelling hereafter erected in any district shall be located on a lot having not less than the minimum requirements set forth in the Table 2, and no more than one dwelling shall be built upon any such lot. No existing lot shall be changed as to size or shape so as to result in the violation of the requirements set forth in Table 2.

3.3.2 A building or structure hereafter erected in a Business or Industrial District shall be located on a lot having not less than the minimum requirements set forth in Table 2. No existing lot shall be changed as to size or shape so as to result in the violation of the requirements set forth in Table 2.



**Table 2: Table of Intensity Regulations**

<u>DISTRICT</u>	<u>USE</u>	<u>MINIMUM LOT DIMENSION</u>		<u>YARD DIMENSION</u>			<u>MAXIMUM HEIGHT OF BUILDINGS (C)</u>		<u>MAXIMUM % COVERAGE INCLUDING ACCESSORY BUILDING</u>	<u>NOTES</u>
		Area in Sq Ft.	Front (a) in In Ft.	Front (a) in Ft.	Side (b)	Rear in Ft.	No. of Stories	Ft.		
R	Agriculture, Nursery, Farm Stand, Riding Stable	More than 5 Acres	100	25	10	30	2 ½	35	30%	
R	Accessory Use	-	-	-	-	-	-	-	-	See Section 3.3.3
R	Any other permitted use	10,000	100	25	10	30	2 ½	35	30%	
AR	Agriculture, Nursery, Farm Stand, Riding Stable	More than 5 acres	200	40	40	40	2 ½	35	20%	
AR	Accessory Use	-	-	-	-	-	-	-	-	See Section 3.3.3
AR	Creative Development	See Section 5.3	See Section 5.3	See Section 5.3	See Section 5.3	See Section 5.3	See Section 5.3	See Section 5.3	See Section 5.3	
AR	Any other permitted use	86,000	200	40	40	40	2 ½	35	20%	
B & VB	Agriculture, Nursery, Farm Stand, Riding Stable	More than 5 acres	100	25	10	25	2 ½	35	40%	
B & VB	Detached One-Family Dwelling, Renting of Rooms or Furnishing of Board	100,000	100	25	10	20	2 ½	35	40%	

DISTRICT	USE	MINIMUM LOT DIMENSION					YARD DIMENSION				MAXIMUM HEIGHT OF BUILDINGS (C)		MAXIMUM % COVERAGE INCLUDING ACCESSORY BUILDING	NOTES
		Area in Sq Ft.	Front (a) in Ft.	Front (a) in Ft.	Side (b)	Rear in Ft.	No. of Stories	Ft.						
B & VB	Any other permitted use	8,000 (a)	50	15	10(d)	20(e)	3	40		60%				
I	Agriculture, Nursery, Farm Stand, Riding Stable	More than 5 acres	50	15	10	20	3	40		60%				
I	Accessory use	-	-	-	-	-	-	-		-			See Section 3.3.3	
I	Any other permitted use	8,000 (a)	50	15	10(d)	20(e)	3	40		60%				
FWR	Any permitted use	Within the Floodplain and Westfield River Protection district, the dimensions regulations of the underlying district shall remain in effect.												

- a) For single-family and two family residential uses, a lot or parcel of land having an area, frontage, width, yard, or depth dimension lesser than the amounts required by Table 2 may be a valid lot provided that such lot or parcel of land was shown on a plan that was recorded or endorsed, whichever occurred sooner and:
- (i) was not held in common ownership with any adjoining land,
  - (ii) conformed to then existing requirements, and
  - (iii) had less than the requirements but at least five thousand square feet of area and fifty feet of frontage.
- However, when two or more substandard lots about one another, the substandard lots must be combined at the time of the permit application to form one lot which will meet or more closely appropriate the minimum lot area and frontage requirements of the existing zoning bylaw.
- b) To be measured from the right-of-way line where a plan of the way is on file with the Registry of Deeds or, in the absence of such a plan, from a line 25 feet from and parallel with the center line of the street.
  - c) The limitation on height of a building shall not apply in any district to chimneys, ventilators, towers, spires or other ornamental features of buildings which features are in no way used for living purposes.
  - d) Side yard dimension will be (50) feet when adjacent to Residential (R) District.
  - e) Rear yard dimension will be (50) feet when adjacent to Residential (R) District.

### 3.3.1 Accessory Building Intensity Regulations

Bus shelters for public school students and farmstands in the AR district are permitted in the required front yard area. Any other accessory buildings or structures shall not be located within the required front yard area. No accessory building shall be located in any side yard area nearer to the side lot line than 10 feet, or in a rear yard area nearer to the rear lot line than 10 feet, or nearer to another principal or accessory building than 10 feet. Bus shelters cannot exceed 100 square feet in size and one side of the shelter must remain open. Bus shelters must be located on the parcel it serves, not including the street right-of-way.

## **3.4 TRAILERS**

### 3.4.1 General

No travel trailer or similar facility, however mounted, shall be occupied as a residence or parked or stored within the Town of Chester except as provided in Sections 3.4.3

### 3.4.2 Definition

Trailer: A vehicular type portable structure without permanent foundation, which can be towed, hauled, or driven and primarily designed as a temporary living accommodation for recreational, camping, and travel use and including but not limited to travel trailers, recreational vehicles, truck campers, camping trailers, and self-propelled motor homes.

### 3.4.3 Exception

Notwithstanding above, travel trailers and similar facilities may be:

1. Stored in any enclosed garage provided they are not used as a residence or dwelling or for any purpose other than storage or parking.
2. Parked or stored provided such activity is done on the property of principal residence and they are not used as a residence or a dwelling or for any purpose other than storage or parking; or
3. Used as an office or storage in connection with a construction project.

## **4 SECTION IV - OVERLAY DISTRICT REGULATIONS**

### **4.0 FLOODPLAIN AND WESTFIELD RIVER PROTECTION DISTRICT**

#### 4.0.1 Purposes

The purposes of the Floodplain and Westfield River Protection Districts are to:

- a) Protect life, public safety and property from flooding hazards;
- b) Preserve the natural flood control and flood storage characteristics of the floodplain;
- c) Promote the preservation of agricultural lands along the Westfield River;
- d) Prevent any alternations to the natural flow of the river;
- e) Protect fisheries and wildlife habitat within and along the river;
- f) Control erosion and siltation;
- g) Enhance and preserve existing scenic or environmentally sensitive areas along the shoreline;
- h) Conserve shore cover and encourage well-designed developments;
- i) Prevent water pollution caused by erosion, sedimentation, nutrient or pesticide run-off
- j) Preserve and maintain the groundwater table and water recharge areas within the floodplain.

#### 4.0.2 District Delineation

- a) The Floodplain District is herein established as an overlay district and includes all special flood hazard areas designated as Zones A. A1 -30 on the Chester Flood Insurance Rate Maps (FIRM), dated October 16, 1984 Panels 250136001-0015), on file with the Town Clerk, and hereby made a part of this ordinance.
- b) The Westfield River Protection District is herein established as an overlay district. The area subject to the bylaw shall be the entire length of the West Branch, of the Westfield River and that section from the Chester-Middlefield/Worthington town line to the confluence with Kinne Brook of the middle Branch of the Westfield River within the Town of Chester. The Westfield River Protection District shall encompass those floodplain areas

designated as Zone A or Zones A 1-30 on the Town of Chester Flood Insurance Rate Maps (FIRM) for the Westfield River, West Branch and middle Branch from the Chester-Middlefield/Worthington town line to the confluence with Kinne Brook.

Where the floodplain has not been delineated on the FIRM maps or where the delineation is less than 100 feet for the riverbank the Westfield River Protection District shall be defined as that area within 100 feet, measured horizontally, of the riverbank shall be defined as the river's mean annual high water line (see definitions).

c) The boundaries of the Floodplain and Westfield River Protection Districts shall be determined by scaling distances on the Flood Insurance Rate Map. When interpretation is needed as to the exact location of the boundaries of a District, the Building Inspector shall make the necessary interpretation.

#### 4.0.3 Use Regulations

a) All development, including structural and non-structural activities, whether permitted as a right or by special permit must be in compliance with the Mass. Wetlands Protection Act, Chapter 131, Section 40 of the Massachusetts General Laws and with the requirements of the Massachusetts State Building Code 780 CMR 774.0 pertaining to construction in the floodplain, with the State Environmental Code, Title V, and must comply in all respects to the provisions of the underlying district except that where the floodplain and Westfield River Protection Zoning imposes additional regulations such regulations shall prevail.

#### b) Permitted Uses

The following uses of low flood-damage potential and causing no obstruction to flood flows shall be permitted in the Floodplain and Westfield River Protection Districts provided they do not require new structures or fill.

1. Agricultural uses such as farming, grazing and horticulture.
2. Forestry and nursery uses.
3. Outdoor recreational uses, including fishing, boating, play areas and foot, bicycle or horse paths.
4. Conservation of water, plants, and wildlife.
5. Wildlife management areas.

6. Structures existing prior to the adoption of these provisions which conform with the provisions of the bylaws regulating underlying districts, including maintenance and repair usual for continuance of such an existing structure and improvements to such structures provided that the footprint increase of those improvements does not exceed 25% of the overall footprint of the structure. In the event such structure is destroyed said structure may be rebuilt on the same location but no larger than the original overall footprint.

c) Uses by Special Permit in the Floodplain and Westfield River Protection Districts

The following uses may be allowed by Special Permit from the Zoning Board of Appeals in accordance with the Special Permit regulations in Section 6.5 of this bylaw, and additional restrictions and criteria contained herein:

1. Residence and Agricultural-Residence Districts

- a. Single-family residences, not including mobile homes.
- b. Residential accessory uses including garages, driveway, private roads, utility rights-of-way and on-site wastewater disposal systems.
- c. Substantial improvements to structures or buildings, which conform to the provisions of the underlying districts.

2. Business and Industrial Districts

- a. Uses which are in compliance in all respects with the provisions of the underlying districts.

d) Special Permit Requirements in the Floodplain District

The following Special Permit Requirements apply in the Floodplain District:

- 1. With Zone A 1-30, where base flood elevation is to provide on the FIRM, the applicant shall obtain any existing base flood elevation data. These data will be reviewed by the Building Inspector for their reasonable utilization toward meeting the elevation or floodproofing, requirements, as appropriate, of the State Building code.
- 2. No encroachments (including fill, new construction, substantial improvements to existing structures, or other development) shall be

allowed unless it is demonstrated by the applicant that the proposed development, as a result of compensating actions, will not result in any increase in flood levels during the occurrence of a 100-year flood in accordance with the Federal Emergency Management Agency's regulations for the National Flood Insurance Program.

3. The proposed use shall comply in all respects to the provisions or the underlying District in which the land is located.

4. The Zoning Board of Appeals may specify such additional requirements and conditions as it finds necessary to protect the health, safety and welfare of the public and the occupants of the proposed use.

5. Within 10 days of the receipt of the application, the Zoning Board of Appeals shall transmit one copy of the development plan to the Conservation Commission, Board of Health, Building Inspector, and the Planning Board. Final action shall not be taken until reports have been received from the above boards or until 35 days have elapsed.

e) Special Permit Requirements in the Westfield River Protection District

The following Special Permit requirements apply in the Westfield River Protection District, in addition to those requirements specified in Sections 4.0.3(d) and 6.5.

1. A buffer strip extending at least one hundred (100) feet in depth, to be measured landward from each riverbank of the Westfield River shall be required for all lots within the River Protection District. If any lot, existing at the time of adoption of this bylaw, does not contain sufficient depth, measured landward from the riverbank, to provide a one hundred foot buffer strip, the buffer strip may be reduced to 50% of the available lot depth, measured landward from the riverbank.

a) The buffer strip shall be kept in a natural or scenic condition.

b) No buildings nor structures shall be erected, enlarged, altered or moved within the buffer strip except as provided for in Section 4.0.3(b) 6.

c) On-site wastewater disposal systems shall be located as far from the Westfield River as is feasible.

#### f) Special Permit Criteria

In addition to the provisions of Section 6.5 the Zoning Board of Appeals may issue a special permit if it finds the proposed use is compliant with the following provisions:

1. In the Floodplain District, proposed uses must:

- a. Not create increased flood hazards which are detrimental the public health, safety and welfare.
- b. Comply in all respects to the provisions of the underlying District or Districts within which the land is located.
- c. Comply with all applicable state and federal laws, including the Massachusetts Building Code and the Massachusetts Wetlands Protection Act (M.G.L., C.131, s.40).

2. In the Westfield River Protection District, proposed uses must also:

- a. Be situated in a portion of the site that will most likely conserve shoreland vegetation and the integrity of the buffer strip.
- b. Be integrated into the existing landscape through features such as vegetative buffers and through retention of the natural shorelines.
- c. Not result in erosion or sedimentation.
- d. Not result in water pollution.

#### g) Restricted Uses Within the Westfield River Protection District

1. No altering, dumping, filling or removal of riverine materials or dredging is permitted, except that maintenance of the river, including stabilization or repair of eroded riverbanks, erosion control or removal of flood debris, may be done under requirements M.G.L. Chapter 131, Section 40, and any other applicable laws, bylaws, and regulations. Riverbank repairs shall be undertaken utilizing only natural materials (i.e. rock) and not with man-made materials (i.e. tires).

2. All forest cutting over 25,000 board feet at one time shall require the filing of a Forest Cutting Plan in accordance with the Mass. Forest Cutting Practices Action (M.G.L. Chapter 132, Sections 40-46). In addition, no commercial cutting of forest shall occur within



50 feet of the riverbank. In the area between 50 feet and 100 feet from the riverbank, no more than 50% of existing forest shall be cut.

3. No new impoundments, dams or other water obstructions may be located within the district.

4. No private wastewater treatment facilities, including residential package treatment plants, shall discharge directly to the West and Middle Branches of the Westfield River.

5. All other uses not specifically permitted or allowed by special permit approval within the overlay zone are prohibited.

6. All utilities shall meet the following standards:

a. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system and discharge from the system into flood waters.

c. New on-site waste disposal systems shall be located to avoid impairment or contamination from them during the flooding and shall be located no less than] 50 feet from the riverbank. Replacement of existing on-site waste disposal systems shall be located as far away from the riverbank as is feasible.

#### h) Prohibited Uses in the Floodway

In Zones A1-30 and AE, along watercourses that have a regulatory floodway designated on the Chester Flood Boundary and Floodway Map encroachments are prohibited on the regulatory floodway which would result in any increase in flood levels within the community during the occurrence of the base flood discharge.

#### 4.0.4. Definitions

For the purposes of Section 4.0 of this bylaw, the following definitions apply:

Floodway: the channel of a river or other watercourse plus any adjacent areas that must be kept free of encroachment in order that the 100-year flood may be carried without any increase in flood heights, as shown on the Chester Flood Boundary and Floodway map.

Riverbank : the mean annual high-water line, located within a river bank, that is apparent from visible markings, changes in the character or soils or vegetation due to the prolonged presence of water and which distinguishes between predominantly aquatic and predominantly terrestrial land.

Encroachment: fill, construction of new structures, substantial improvement to existing structures or other development.

Riverine Material: stone, rock, gravel, soil or other materials which comprise the river's bed or riverbank.

Substantial: improvement to a structure or building which exceeds Improvement 25% of the original footprint of such structure or building.

Floodplain: areas which would be flooded during the occurrence of the 100-year flood, shown as Zones A, A 1-30 on the Chester Flood Insurance Rate Maps.

#### **4.1 VILLAGE BUSINESS SIGN OVERLAY DISTRICT AND ROUTE 20 OVERLAY ZONE**

See Section 5.1 for District Regulations.

## 5 SECTION V - SPECIAL LAND USE REGULATIONS

### 5.0 PARKING REQUIREMENTS

5.0.1 Any building hereafter constructed for business or industrial use shall be so located upon its parcel of land that there may be provided an off-street parking area equal to twice the floor area of the building to be constructed.

#### 5.0.2 Handicapped Parking

a) All parking areas shall provide handicapped accessible parking spaces, as required by the Federal Americans with Disabilities Act (ADA).

### 5.1 SIGNS

#### 5.1.2 Applicability

The provisions of this section shall apply to the construction, erection, alteration, use, location, and maintenance of all signs located out of doors, to those signs affixed on any part of a building for the express purpose of being visible from the exterior of the building.

#### 5.1.3 Definitions

a) Farm Stand: A location where the owner of the property provides for sale plants or animals useful to man. These products are: forages and sod crops; grains and seed crops; dairy animals and dairy products; poultry and poultry products; livestock; bees and apiary products; fur animals; trees and forest products; fruits of all kinds, including grapes, nuts and berries; vegetables; nursery, floral, ornamental and greenhouse products.

b) Principal Entrance: A doorway which faces the building's front yard and which is open for public ingress and egress during normal business hours.

c) Property: A lot or contiguous lots owned by a single ownership entity.

d) Sign: Any permanent or temporary structure, device, letter, word, model, banner, pennant, insignia, trade flag, or representation used as, or which is in the nature of an advertisement, announcement, or direction, or is designed to attract the eye by means including intermittent or repeated motion of illumination.

e) Sign, Accessory: Any sign that advertises, or indicates the person occupying the premises on which the sign is erected or maintained, or the

businesses transacted thereon, or advertises the property itself or any part thereof as for sale or rent, and which contains no other matter.

f) Sign, Area of:

1. The area of a sign shall be considered to include all lettering, wording, and accompanying designs and symbols, together with the background on which they are displayed, any frame around the sign and any "cutouts" or extensions, but shall not include any supporting structure or bracing.
2. The area of a sign consisting of individual letters or symbols attached to or painted on a surface building, wall or window, shall be considered to be that of the smallest quadrangle or a triangle which encompasses all of the letters and symbols.
3. The area of a sign consisting of a three-dimensional object shall be considered to be the area of the largest vertical cross-section of that object
4. In computing the area of signs, one side of back-to-back signs shall be included.

g) Sign, Construction: A temporary sign of an architect, engineer, or contractor, erected during the period such person is performing work on the premises on which such sign is erected.

h) Sign, Directional: An off-premises sign which indicates the direction or distance to a geographic area, but does not identify or advertise any particular commercial or non-commercial enterprise or group of commercial or non-commercial enterprises.

i) Sign, For Sale, Rent or Lease: A temporary sign advertising real property for sale or lease.

j) Sign, Free-Standing: A self-supporting sign not attached to any building, wall, or fence, but in a fixed location. This does not include moveable or trailer type signs.

k) Sign, Movable: A sign capable of being readily moved or relocated, including portable signs mounted on a chassis and wheels, or supported by legs.

l) Sign, Off-Premises: Any sign that advertises, or indicates someone other than the person occupying the premises on which the sign is erected or maintained, or some business or businesses other than that transacted thereon, or advertises another property or any part thereof as for sale or rent.

m) Sign, Political: A Non-Commercial Sign erected to show support for a candidate for public office.

n) Sign, Projecting: Any sign that is not a free-standing sign and extends over to or into a public road or sidewalk right-of-way.

o) Sign, Roof: A sign which is located above, or projected above, the lowest point of the eaves or the top of the parapet wall of any building, or which is painted on or fastened to a roof.

p) Sign, Special Event: A temporary sign used in connection with a circumstance, situation, or event (i.e. church bazaar, grand opening, fair, circus, festival, performance, or competition) that is expected to be complete within a reasonably short or definite period.

q) Sign, Temporary: Any sign, including its support structure, intended to be maintained for a continuous period of not more than thirty (30) days in any calendar year.

r) Sign, Wall: Any sign which is painted on, incorporated into, or affixed parallel to the wall of a building, and which extends not more than six (6) inches from the surface of that building.

s) Village Business Sign, Overlay District: That area shown on the map entitled: Chester Village Business Sign Overlay District, attached hereto and made part of this bylaw.

t) Route 20 Overlay Zone: Those parcels shown on the map entitled Chester Village Business Sign Overlay District which are both zoned for business and which have street frontage on Route 20.

#### 5.1.2 Signs prohibited in all zoning districts

a) Moveable or portable signs

b) Billboards

c) Off premises signs are generally prohibited, except for off-premises signs which are placed to identify or advertise farm stands or placed temporarily to advertise special events.

d) Flashing signs, roof signs, signs containing moving parts, and signs containing reflective elements which sparkle in the sunlight are not permitted. Signs indicating the current time and/or temperature are permitted.

e) Any sign advertising or identifying a business or organization which is either defunct or no longer located on the premises is not permitted.

5.1.2 Sign locations and sizes

The locations and types of signs are specified in TABLE 3 – PERMITTED SIGN TYPES – PERMANENT and in TABLE 4 PERMITTED SIGN TYPES – TEMPORARY

**Table 3: Permitted Sign Types – Permanent**

	<i>Village Business Sign Overlay District</i>	<i>Route 20 Overlay Zone</i>	<i>All Other Lots</i>
Commercial Signs <sup>1</sup>	Y	Y	Y
Max. Size	12 sq. ft.	32 sq. ft.	6 sq. ft.
Max. Height	8 ft.	15 ft.	6 ft.
Number of Signs Permitted for Property	1	1	1
Non-Commercial Signs <sup>**1/2</sup>	Y	Y	Y
Max. Size	6 sq. ft.	6 sq. ft.	6 sq. ft.
Max Height	5 ft.	5 ft.	5 ft.
Number of Signs Permitted for Property	1	1	1
Directional Signs <sup>1</sup>	Y	Y	N
Max. Size	12 sq. ft.	12 sq. ft.	-
Max Height	5 ft.	5 ft.	-
Number of Signs Permitted for Property	1	1	-
Projecting Signs	Y	Y	Y
Max. Size	12 sq. ft.	32 sq. ft.	6 sq. ft.
Minimum Height	8 ft.	8 ft.	8 ft.
Max Height	12 ft.	15 ft.	
Number of Signs Permitted for Property	1	1	1

Y = Permitted    N = Prohibited

1. Free Standing Commercial and Non-commercial signs shall be placed at least five (5) feet, and Free Standing Directional Signs at least two (2) feet, from any lot line. Both types shall be placed so as not to obstruct the view of traffic.

2. Political Signs are Non-Commercial Signs. The limitation on number of signs permitted on a single property applies to all non-commercial signs except political signs.

\* Permanent signs located in the “Business” or “Village Business Districts” which are attached to a building wall or fence may project up to a maximum of two (2) feet into a pedestrian or public way. Permanent signs located on “All Other Lots” may not project into a street or public way.

\*\* Non-commercial signs may not be owned, placed, sponsored, or used by any person other than the owner of the land where such sign is located.

**Table 4: Permitted Sign Types – Temporary**

	<i>Village Business Sign Overlay District</i>	<i>Route 20 Overlay Zone</i>	<i>All Other Lots</i>
Special Event Signs *	Y	Y	Y
Max. Size	12 sq. ft.	12 sq. ft.	8 sq. ft.
Max. Height	8 ft.	8 ft.	6 ft..
For Sale, Rent, or Lease Signs <sup>**</sup>	Y	Y	Y
Max. Size	8 sq. ft.	12 sq. ft.	8 sq. ft.
Max Height	8 ft.	8 ft.	6 ft.
Number of Signs Permitted for Use	1	1	1
Construction Signs <sup>***</sup>	Y	Y	Y
Max. Size	8 sq. ft.	8 sq. ft.	8 sq. ft.
Max Height	6 ft.	6 ft.	6 ft.
Number of Signs Permitted for Use	1	1	-
Projecting Signs	Y	Y	Y
Max. Size	12 sq. ft.	32 sq. ft.	6 sq. ft.
Minimum Height	8 ft.	8 ft.	8 ft.
Max Height	12 ft.	15 ft.	12 ft.
Number of Signs Permitted Per Property	1	1	1

Y = Permitted    N = Prohibited

\*        Such signs may be erected no sooner than fourteen (14) days before the event and must be removed no later than seven (7) days after the event.

\*\*        The sign shall be removed no later than 30 days after the sale, rental or lease of the real property.

\*\*\*      Construction Signs shall be removed within seven (7) days of completion of the construction or other work.

### 5.1.2 Sign placement & height standards in all zoning districts

- a) The maximum height of all signs shall be measured from the level of the street abutting the part of the property where the sign is placed.
- b) No sign, together with any supporting framework, shall extend to a height above the top of the highest building on the property where the sign is located.
- c) No sign, together with any supporting framework, shall extend to a height above the maximum height of the building on which the sign is placed.
- d) Signs must not dominate building facades or obscure any significant architectural details (including, but not limited to arches, sills, moldings and cornices).
- e) Signs shall be placed so as not to obstruct the view of traffic.
- f) No free-standing sign shall project over or into any public sidewalk or public way.
- g) The dimension, height and number limitations for Projecting Signs apply to Commercial, Non-Commercial and Directional Signs.
- h) In cases where a single property has multiple principal entrances serving multiple business located on that property, one sign is permitted for each business which has its own principal entrance to the building or buildings on that property. The total number of signs permitted by right on a single property having more than one principal entrance is two. The placement of three or more signs on a single property, one for each of three or more businesses which have separate principal entrances, requires a Special Permit from the Zoning Board of Appeals.

## **5.2 COMMON ACCESS DRIVEWAYS**

### 5.2.1 Definition

A "Common Access Driveway" or "Common Access Drive" is a driveway/curb cut shared by not more than two lots, such that each lot has approved frontage on an existing public way, and has access obtained through the common use of a private driveway designed according to the standards for construction of shared driveways in Chester.



### 5.2.2 Authority

The Chester Planning Board shall be the special permit granting authority for all purposes under this section and shall adopt rules and regulations with respect to the administration of applications or special permits under this section, subject to the conditions set forth below.

### 5.2.3 Standards

Proposed common access driveways to be shared by not more than two dwelling units shall require a special permit from the Chester Planning Board. Common Driveways are allowed by Special Permit in the Agricultural/Residential (A/R), Residential (R), and Business (B) zoning districts. Common Driveways shall not be allowed in the Village Business (VB) zoning district. For each such proposal the Highway Superintendent, Fire Chief, Board of Health, Conservation Commission and Building Inspector may provide to the Planning Board written opinion or oral testimony at a public hearing regarding matters pertaining to their particular jurisdiction together with any questions or considerations bearing on the adequacy of the plan. This opinion or testimony may include, but is not limited to, suggestions for road specifications, wetland and open space protection and other criteria designed to promote the health, safety, and welfare of the inhabitants of the Town of Chester. In reaching its decision, the Board shall consider the following factors: Whether the proposed drive creates less adverse impact to wetlands located on the lots or otherwise diminishes environmental degradation; allows safer access to lots; results in the preservation of the rural quality of the area through the reduction in number of access ways and maintenance of existing vegetative and topographical conditions; otherwise promotes the health, safety and welfare of the inhabitants of the Town of Chester. This provision shall be applied in conjunction with the Subdivision Control Law (Massachusetts General Laws, Ch. 41., Sect. 81K-81GG) and the Rules and Regulations Governing the Subdivision of Land in Chester.

a) Each lot must have adequate approved legal frontage on an existing public way. Frontage requirements for each lot shall be along a town, county, state or approved subdivision road. Frontage along the length of private/common access driveways shall in no way be used to satisfy frontage requirements as specified in the zoning bylaw.

b) The following shall accompany an Application filed for a Common Driveway Special Permit:

1. A Site Plan, developed by and carrying the seal of a certified professional engineer or a registered land surveyor, shall be submitted with the Special Permit Application showing the layout for the common driveway, meeting the following specifications:

- a width of at least 18 feet and passing turnouts providing a total width of at least 20 feet along a distance of at least 25 feet, spaced with no more than 300 feet between turnouts and with the first such passing turnout at the driveway connection to the street,
- a maximum grade of 8 percent (4.57°), said driveway shall not exceed a grade of 2 percent (1.15°) within 30 feet of its intersection with the public way,
- a minimum side setback of 25 feet from any property not served by the proposed driveway,
- no connection to any other way except the one from which it originates,
- access from the same public way that serves as the frontage for the lots being serviced by the common driveway, unless unique circumstances presented to the Board are such that the Board may grant permission to access the common driveway from another public way.

2. An Easement Plan suitable for recording at the Registry of Deeds

3. Easements, covenant and agreements for the subject lots containing restrictions prohibiting any additional vehicular access to said lots from other than the common driveway approved by the Special Permits, stating that said common driveway is a private driveway, not a town way. The maintenance, operation, repair and reconstruction (including snow plowing and snow/ice removal) is the responsibility and liability of the property owners. All deed easements, easement plans, restrictions, covenants and agreements must be submitted to and approved by the Board prior to their recording and prior to the issuance of any Building Permits.

c) House numbers identifying all of the homes utilizing the common driveway shall be placed at its intersection with the town road and at each subsequent turn-off from the common driveway sufficient for identification by emergency vehicles.

#### 5.2.4 Certification

Prior to the issuance of any Occupancy Permits for any of the lots serviced by such Common Driveway, the Applicant shall submit to the Board as built plans, prepared and stamped by a registered professional engineer and a certified statement from a registered professional engineer that such common driveway was constructed in accordance with the approved plans.

#### 5.2.5 Street Acceptance

If application is ever made for a Common Driveway to become a Town Way, such common driveway shall first, at applicant's expense, be made to conform to the Rules and Regulations for the Subdivision of Land in the Town of Chester in effect at the time that such application is made.

### **5.3 CREATIVE DEVELOPMENT**

#### 5.3.1 Creative Development Allowed

Creative Development in accordance with this bylaw shall be allowed by Special Permit from the Planning Board in the Agricultural-Residential district. Any person creating three or more lots available for residential use, whether or not by subdivision may apply for a special permit under this section. Creative Development shall be encouraged within the town, and shall be the preferred method of development wherever the following purposes would be served.

#### 5.3.2 Purpose

The purpose of this bylaw is to encourage creative and innovative development patterns which promote the following:

- (a) preservation or enhancement of rural town character, including scenic roads and town centers;
- (b) provision for alternative to strip residential development lining roadsides in the town, and encouragement of development out of view from the road;
- (c) protection of natural resources, historic or archeological structures or sites, or scenic views;
- (d) protection of open space for use as farmland, woodlot or forestry, recreation, or wildlife habitat;

#### 5.3.3 Criteria for Evaluation

No special permit for Creative Development shall be issued unless the application therefore complies substantially with the following criteria:

- 5.3.3.1 All dwellings shall, to the greatest extent possible, be located out of view from any road unless valuable natural resources or farmland located to the rear of the property render building in view of the road more desirable.
- 5.3.3.2 The Creative Development shall create permanent open space. All land within the Creative Development not in use for building lots shall be placed in permanent open space.
- 5.3.3.3 The portion of a parcel placed in open space shall, to the greatest extent possible, be that which is most valuable or productive as a natural resource, wildlife habitat, farmland, or forestry land.
- 5.3.3.4 The Creative Development shall, result in the creation of fewer curb cuts or vehicular access points to a public way than would reasonably be expected to occur under Standard ANR or Subdivision Development.
- 5.3.3.5 The Creative Development shall result in no net increase in density of dwellings on the parcel over the density which could reasonably be expected to occur on the parcel under Standard ANR or Subdivision Development

#### 5.3.4 Terms of Special Permit

Any Special Permit for Creative Development shall state clearly the terms by which the development shall meet the above-listed criteria. The Special Permit granted shall state the acreage and location of open space provided under Section 5.3.3.2; shall identify the natural resources or farmland to be protected under Section 5.3.3.3 and any specific measures to be taken for their protection, shall specify the number and location of dwellings under Section 5.3.3.1 and curb cuts under Section 5.3.3.4 and shall state the number of units, if any, to be constructed under Section 5.3.3.5, including their location and the method by which their creation shall be assured, such as by covenant or easement.

#### 5.3.5 Definitions

- (a) Creative Development shall mean a form of residential development allowed in all districts by special permit, whereby the options of common driveways and flexible area requirements are utilized to create permanent open space and avoid standard ANR and subdivision development.
- (b) Common Driveway in a Creative Development shall mean a vehicular access from a road to more than two but no more than six residential units, built in accordance with the common driveway standards stated below, where allowed by special permit.

### 5.3.6 Common Driveways in a Creative Development

- 5.3.6.1 Common Driveways Allowed - Common Driveways in a Creative Development shall be allowed by Special Permit in accordance with the provisions of this section only. Where applicable, under the Subdivision Regulations, common driveways may be allowed in place of a subdivision road.
- 5.3.6.2 Three to Six Lots Served - No less than three and no more than six lots shall be served by a common driveway in a Creative Development. The driveway shall lie entirely within the lots being served.
- 5.3.6.3 Common Driveway Not to be Used as Frontage - Frontage along the length of any common driveway shall in no way be used to satisfy frontage requirements as specified in the Zoning Bylaw; furthermore, no common driveway shall be accepted as a public road; nor shall the town under any circumstances be held liable for construction, reconstruction, maintenance, or snow removal on any common driveway, unless by contract duly entered into by the town and all landowners served by the common driveway.
- 5.3.6.4 Driveway Right-of-Way Requirements - The landowners of all residences served by a common driveway shall be granted a Right-of-Way for the use of the common driveway. Such Right-of-Way shall be recorded in the Hampden County Registry of Deeds, together with a statement of covenants as follows:
- (a) the common driveway shall at no time be used to satisfy frontage requirements under the zoning bylaw; and
  - (b) the common driveway shall at no time become the responsibility or liability of the town; and
  - (c) each landowner served by the common driveway shall be liable and responsible in whole for the repair and maintenance of any portion of the common driveway to which they have the exclusive Right-of-Way (such as a spur serving solely one parcel); and
  - (d) each landowner served by the common driveway shall be jointly and severally responsible and liable for the repair and maintenance of all portions of the common driveway to which more than one landowner holds a Right-of-Way and

(e) any additional vehicular access to said lots other than the Common Driveway in a Creative Development approved by the Special Permit is prohibited.

#### 5.3.6.5 Common Driveway Standards

(a) Alignment and Dimensions

1. The width of the right of way shall be 40 ft
2. The width of the common driveway surface shall be 18 ft.
3. The common drive shall have 3 ft. gravel shoulders on each side.
4. The slope or grade of a common drive shall in no place exceed 8% if unpaved; or 12% if paved.
5. The common drive shall intersect a public way at an angle of not less than 80 degrees.
6. The minimum curvature of a common driveway shall be sufficient for a fire engine to negotiate, generally no less than a radius of 50 feet
7. There shall be a turnaround area at the resident end of the driveway; such turnaround shall accommodate safe and convenient turning by fire trucks and other emergency vehicles.
8. Other standards may be set based on site configurations, including requirements for drainage.
9. These standards may be waived when, in the opinion of the Planning Board, such action is in the public interest and not inconsistent with the purpose and intent of the Zoning Bylaw

(b) Construction

1. The common driveway shall be constructed of a minimum 15" gravel base with an oil and stone top layer of 1/2" consisting of three successive layers of 3/4" crushed traprock stone, 1/2" crushed traprock stone and 1/4" crushed traprock stone, with a crown sufficient for drainage.

2. Drainage shall be adequate to dispose of surface runoff. Culverts shall be installed if deemed necessary by the Planning Board.

3. These construction standards may be waived if, in the opinion of the Planning Board, such action is in the public interest and not inconsistent with the purpose and intent of the Zoning Bylaw.

(c) Alignment and Dimensions

The common driveway, at its intersection with the street, must provide a leveling-off area with a slope no greater than 1% for the first 20 feet and a slope no greater than 5% for the next 30 feet.

5.3.6.6 Street Numbers and Identification

Each common driveway shall be assigned one street number; each residence served by the common driveway shall be assigned a letter to use together with the common driveway number for purposes of address and identification. All common driveways shall be clearly marked at the intersection of the driveway and the frontage road by a sign stating the driveway number, house letters, and names of house residents, sufficiently readable from the road to serve the purpose of emergency identification. The fire chief and/or highway superintendent may make more specific requirements for driveway marking.

5.3.6.7 Home offices, home occupations, bed and breakfasts, and other home business uses may be permitted in any dwelling served by a common driveway where the dwelling containing such home business has at least 200 foot frontage on an approved road, and is otherwise shown not to cause nuisance to adjoining landowners and other landowners sharing the common driveway.

5.3.6.8 There shall be a minimum of 1000 feet between the entrances of any two common driveways onto any road.

5.3.6.9 Common driveway design shall to the greatest extent possible minimize adverse impact to wetlands, farmland, or other natural resources; allow reasonable, safe, and less environmentally damaging access to lots characterized by slopes or ledges; and result in the preservation of rural character through reduction of number of access ways; and retention of existing vegetation and topography.

5.3.6.10 If application is ever made for a Common Driveway to become a Town Way, such common driveway shall first, at applicant's expense, be made to conform to the Rules and Regulations for the Subdivision of Land in the Town of Chester in effect at the time that such application is made.

### 5.3.7 Creative Development Using Required Frontage and Flexible Area Standards

5.3.7.1 Creative Developments shall utilize the flexible area provisions of this bylaw, in coordination with Section 5.3.6 regarding Common Driveways in Creative Developments, for the purpose of minimizing the destruction of natural resources while maximizing availability of open space, farmland, and natural character.

#### 5.3.7.2 Required Frontage in Creative Developments

- (a) The frontage of the parcel from which the lots of a creative development area created (whether or not by subdivision) shall equal or exceed the total frontage length required for the sum of all lots created as shown in the Table of Creative Development Dimensional requirements (Table 5). For example, to create a four-lot creative development in a zone where there is a 200 foot frontage requirement per lot, the parcel must have a minimum of 800 foot contiguous frontage along one road.
- (b) Provided that all other requirements of this bylaw are met, there shall be no frontage required for individual lots within a Creative Development, with the exception described in Section 5.3.7.2c below.
- (c) Any building lot which fronts on an existing public road shall have 200 foot frontage. This provision shall not apply to protected open space.

#### 5.3.7.3 Flexible Area in Creative Developments

- (a) Individual lot areas may be as little as 43,000 square feet, as shown in Table 5, provided that the average size for all lots created, including any land reserved as open space, shall be no smaller than 86,000 square feet, as shown in Table 5.
- (b) The total number of building lots which can be created from any parcel shall be determined by subtracting the area of all wetlands (as defined by the Conservation Commission) and 50 percent of the slopes which are greater than 15% from the total parcel area, and dividing the resulting area by the required average lot size of 86,000 square feet, shown in Table 5.



- (c) All land not used for building lots shall be placed in permanent open space in accordance with Section 5.3.10 of this bylaw, but not less than 25% of the total land area.

#### 5.3.7.4 Other Dimensional Requirements

- (a) All lots within a Creative Development shall meet the front, rear and side yard requirements specified in Table 3.

#### 5.3.7.5 Site Design Standards

- (a) Each structure shall be integrated into the existing landscape on the property so as to minimize its visual impact through use of vegetative and structural screening, landscaping, grading, and placement on or into the surface of the lot

**Table 5: Table of Creative Development Dimensional Requirements**

<u>Development Type</u>	<u>Lot Size **</u>	<u>Required Open Space</u>	<u>Total Parcel Frontage Required</u>	<u>Front Yard</u>	<u>Rear &amp; Side Yard</u>	<u>Maximum Height of Buildings</u>
						No. of Stories Ft.
Standard Subdivision or ANR Development	86,000 sq. ft.	None	200 ft. per lot	40 ft.	40 ft.	2 ½ 35
Creative Development Using Flexible Area	43,000 sq. ft.	All land not used for building lots, minimum 25% of the development	200 ft. per lot	25 ft. from a common driveway 150 ft. from a public way	40 ft.	2 ½ 35
Creative Development Using Farmland Preservation Standards	43,000 sq. ft.	Minimum 50% of the parcel	200 ft. per lot	25 ft. from a common driveway 150 ft. from a public way	40 ft	2 ½ 35

\* Provided that average lot size requirements for creative development and open space requirements are met  
Open Space areas do not include wetlands and/or 50% of the slopes greater than 15%.

\*\* per dwelling unit

### 5.3.8 Creative Development Using Farmland Preservation Standards

Where a parcel for which a special permit under this bylaw is sought is presently used agriculture, the preferred method of residential development shall be as follows:

- 5.3.8.1 All lots to be used for residential development shall be of the minimum area permitted under this bylaw as shown in Table 5. All land not used for residential building lots shall be permanently preserved as open space in accordance with Section 5.3.10. At least on-half of the total parcel shall be so preserved.
- 5.3.8.2 The total parcel frontage required shall be determined in accordance with the frontage standards described in Section 5.3.7.2 and Table 5.
- 5.3.8.3 All buildings, roads and driveways shall be located away from soils which are most suitable for agriculture (based on U.S. Soil Conservation Service classifications for prime farmland soils and soils of state and local importance) to the maximum practical extent. This provision does not apply to the location of on-site septic disposal facilities which must be placed in soils meeting the Massachusetts Environmental Code.
- 5.3.8.4 All roads, driveways, drainage systems and utilities shall be laid out in a manner so as to have the least possible impact on agricultural lands and uses.
- 5.3.8.5 All buildings, homes, and structures shall be located a minimum of 100 feet from agricultural land and shall be separated from agricultural uses by a 75- foot wide buffer strip of trees and fencing sufficient to minimize conflicts between farming operations and residences.
- 5.3.8.6 All Creative Developments under this section shall comply with the dimensional standards in Section 5.3.7.4 and site design standards in Section 5.3.7.5.

### 5.3.9 On Site Sewage Disposal

The following standards shall apply to developments requiring on-site sewage disposal.

- 5.3.9.1 The applicant shall submit a septic system design prepared by a certified engineer and approved by the Board of Health and a plan illustrating the location of water supply wells with the special permit application. Septic systems shall be placed in the development to

maximize the distance between systems and may be placed within common areas or on individual lots.

- 5.3.9.2 No Creative Development shall be approved unless the applicant can demonstrate to the satisfaction of the Planning Board that the potential for groundwater pollution is no greater from the proposed Creative Development than would be expected from a conventional subdivision with single-family houses on lots meeting the normal size requirements located on the same parcel. Where necessary, the Planning Board may hire a Professional Engineer to analyze and certify groundwater quality impacts and may charge the applicant for the cost of such analysis.

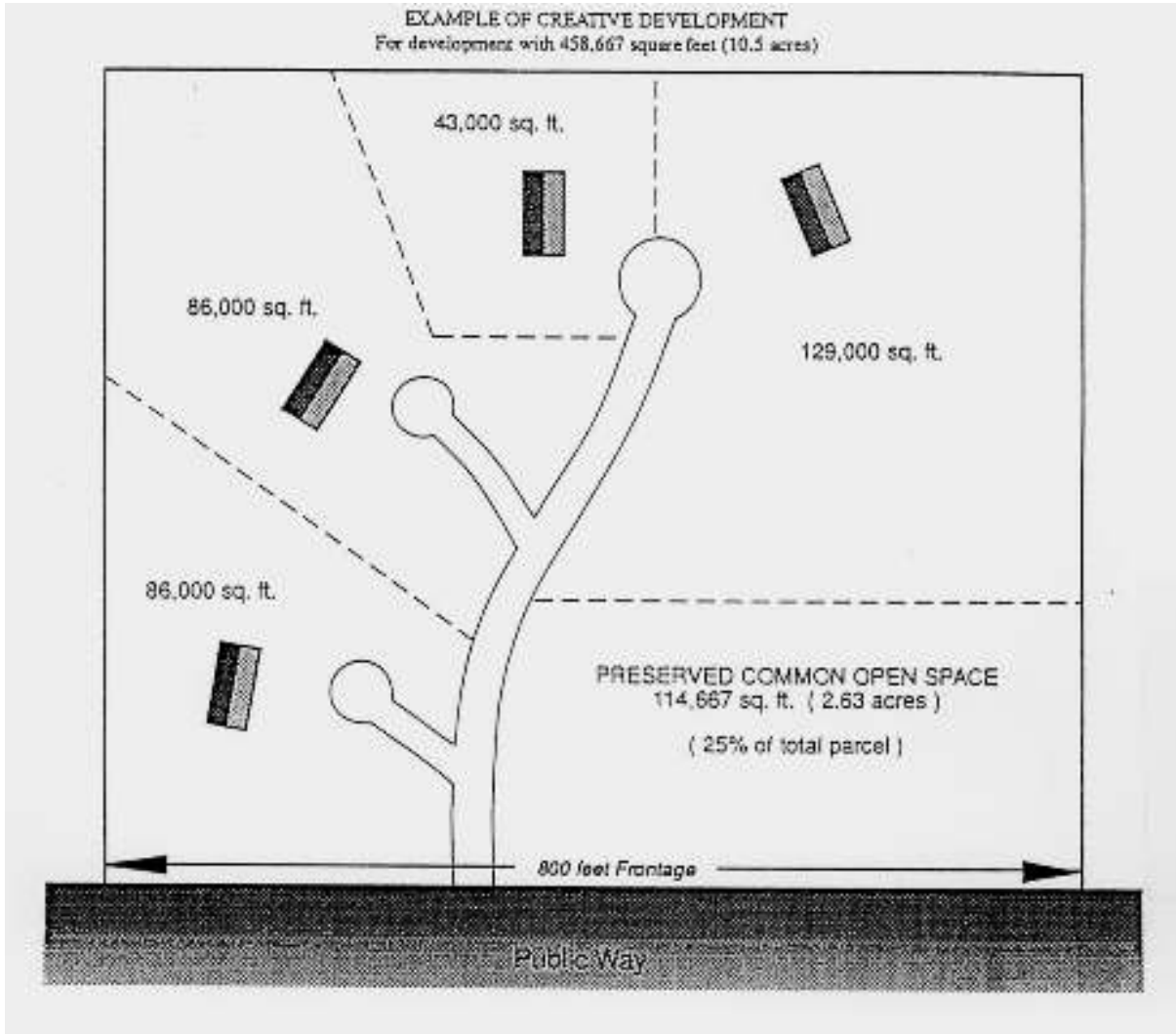
### 5.3.10 Protection of Open Land

The following standards shall apply to open land to be protected as part of a Creative Development:

- 5.3.10.1 All remaining open land shall be permanently protected by one of the following methods:
- (a) A permanent conservation easement or deed restriction conveyed to the Town of Chester with Town approval or to a non-profit trust or conservation organization whose principal purpose is to conserve farmland or open space. At a minimum, such an easement or restriction shall entail the use of management practices that ensure existing fields or pastures, if any, will be plowed or mowed at least once every year.
  - (b) Ownership in fee simple conveyed to the Town of Chester with Town approval or to a non-profit farm trust, open space or conservation organization as a gift or for consideration.
  - (c) If the protected open space is farmland, farmland owners are not required to sell the part of their property which is to become permanent agricultural open space, provided that they do convey the development rights of that open space in a conservation easement prohibiting future development of this property to Town of Chester with Town approval or to a non-profit trust or conservation restriction.
- 5.3.10.2 A non-profit, homeowner's association shall be established, requiring membership of each lot owner in the Creative Development. The association shall be responsible for the permanent maintenance of all community water systems, common open space, recreational and thoroughfare facilities. A homeowner's association agreement or covenant shall be submitted with the special permit application guaranteeing continuing maintenance of such common

utilities, land and facilities, and assessing each lot a share of maintenance expenses. Such agreement shall be subject to the review and approval of Town Counsel and the Planning Board.

**Figure 2: Example of Creative Development**



## **5.4 WIRELESS COMMUNICATIONS STRUCTURES AND FACILITIES**

### 5.4.1 Purpose

The purpose of this section is to outline the special permitting process to site wireless communication facilities in the Town of Chester, while minimizing potential damage and adverse visual impacts of wireless communication facilities on adjacent properties, residential neighborhoods and areas of high scenic value; to allow the provision wireless communication services in an orderly way; and to promote shared use of existing facilities to reduce the need for new facilities.

### 5.4.2 Definitions

For the purpose of Section 5.4 of this bylaw, the following definitions apply:

Distance: Distance shall be measured on a horizontal plane.

FAA: The Federal Aviation Administration

FCC: The Federal Communications Commission

Height point: the distance measured from ground level to the highest on the structure

SPGA (Special Permit Granting Authority): The Planning shall be the SPGA for this section.

Non-Residential Structure: Such structures as, but not limited to, buildings, grain silos and water towers, but does not include dwellings.

Wireless Communication Building: Any building or shelter used to house equipment primarily for the installation and operation of equipment for generating and detecting electromagnetic radiation, and is an accessory to a Wireless communication structure.

Wireless Communication Device: Any antenna, appurtenance, wiring or equipment used in Connection with the reception or transmission of electro-magnetic radiation which is attached to a structure.

Wireless Communication Facility: A general term to include wireless communication building, wireless communication device and wireless communication structure.

Wireless Communication Structure: A monopole tower intended to support equipment used for the transmission and reception of electromagnetic radiation, including the antennas, wiring or other devices attached to or mounted on a structure.

Personal Wireless Service Provider: An entity, licensed by the FCC to provide Personal Wireless Wireless Service

### 5.4.3 Exemptions

The following shall be exempt from this bylaw:

- (a) Wireless communication facilities used exclusively for Town or State emergency services.
- (b) Amateur radio towers used in compliance with the terms of any amateur radio service licensed by the Federal Communication Commission and used solely for that purpose.
- (c) Wireless communication structures and devices used expressly for home television reception.

### 5.4.4 General Guidelines

- (a) No wireless communication facility shall be erected, constructed, or installed without a special permit from the Planning Board acting as the Special Permit Granting Authority (SPGA). Wireless communication facilities may be permitted in any zoning district.
- (b) Wherever feasible, wireless communication devices shall be located on existing towers or other non-residential structures, minimizing proliferation of new towers.
- (c) Wireless communications structures are encouraged on Town-owned properties where such properties are in compliance with the requirements of this section.
- (d) Wireless communication structures shall be built so that the structural integrity of the facility is able to accommodate devices operated by another carrier with little or no modification. Any new tower constructed shall be of the monopole type, consisting of a single self-supporting vertical pole with below grade foundation. No other type of structure shall be permitted.
- (e) No wireless communication structure shall be constructed closer to any existing wireless communications structure than is necessary to provide the minimum adequate wireless communications coverage to the Town of Chester, such determination to be made by the Independent Consultant.
- (f) Wireless communication buildings shall be no longer than 500 square feet and 12 feet high, shall be designed to match other accessory buildings on the site and shall be used only for the placement of equipment related to this particular site.
- (g) A special permit shall not be granted for a wireless communication structure to be built on speculation. If Applicant is not simultaneously installing a wireless communication device on the structure, it shall provide a copy of its existing lease/contract with a Personal Wireless Service Provider. Said Provider shall submit all data requested by SPGA to assure compliance with the terms of this section.

### 5.4.5 Siting and Height Requirements

- (a) Setbacks

- (1) The minimum distance from the base of the wireless communication structure to any property line or road right-of-way shall be at least 1.25 times the height of the structure.
  - (2) The setbacks for the wireless communication building shall comply with the setback requirements for the zoning district.
  - (3) The wireless communication structure shall be a minimum distance of three times the height from school buildings, playgrounds, athletics fields and abutting residences to prevent the structure from appearing to “tower” over, and so as not to adversely affect property values.
- (b) The height shall be the minimum height necessary, as determined by the Independent Consultant, to accommodate anticipated and future use, but in no case shall exceed one hundred twenty (120) feet.
  - (c) The wireless communication structure shall, when possible, be sited off ridge lines and where the visual impact is the least detrimental to historic and scenic areas.
  - (d) No new wireless communication structure shall be permitted unless the Applicant demonstrates to the reasonable satisfaction of the SPGA that no existing wireless communication structure can accommodate the Applicant’s proposed wireless communication device. Evidence submitted to demonstrate that no existing structure can accommodate the applicant’s proposed device may consist of any of the following:
    - (1) No existing wireless communication structures or non-residential structures are located within the geographic area required to meet the applicant’s engineering requirement.
    - (2) Existing wireless communication structures or non-residential structures are not of sufficient height to meet the applicant’s requirements.
    - (3) Existing wireless communication structures or non-residential structures do not have sufficient structural strength or cannot be brought up to appropriate strength to support the proposed wireless communication device.
    - (4) The proposed wireless communication device would cause electromagnetic interference with the existing devices on the site, or the existing devices would cause interference with the proposed wireless communication device.
    - (5) The fee, costs or contractual provisions required by the owner in order to share an existing wireless communication structure or to adapt an existing structure for use are unreasonable.
    - (6) The applicant demonstrates that there are other limiting factors that render existing structures unreasonable.

#### 5.4.6 Design Requirements

- (a) Wireless communication structures shall be designed to accommodate the maximum number of users as technologically possible.
- (b) There shall be no signs or advertisements, except for no trespassing signs and a required sign giving a phone number where the responsible party can be reached on a 24-hour basis.



- (c) All wireless communication devices shall be colored, molded, and/or installed to blend into the structure and/or the landscape. The SPGA shall require that all wireless communication structures be constructed to resemble or mimic a native coniferous species of tree or that other camouflage as determined by the SPGA be used to minimize the adverse visual impact of such structures.
- (d) The area around the wireless communication facility shall be completely fenced to control access within an area no greater than 25 feet in radius from the base of the wireless communication structure.
- (e) Night lighting of the facility shall be prohibited, unless required by the FAA.
- (f) There shall be a maximum of one parking space for each facility to be used in connection with maintenance of the site and not to be used for the storage of vehicles or other equipment.
- (g) Existing on-site vegetation shall be preserved to the maximum extent possible.
- (h) Vegetative screening shall be used to screen abutting residential properties and roadways. Plants that fit in with the surrounding natural vegetation shall be used.

#### 5.4.7 Application Process

Application for a special permit for siting wireless communication facilities shall be filed in accordance with Section 6.5.

- (a) Applications for a special permit to construct a new wireless communications structure shall include the following information.

1. Site plans and engineering plans, prepared by a professional engineer licensed to practice in Massachusetts, on 24" x 36" sheets at a scale of 1" = 40' or 1" = 200' where appropriate, on as many sheets as necessary which shows the following:

- north arrow, date, scale(s) of the licensed professional(s) who prepared plans and space for reviewing licensed engineer's seal.
- name and address of landowner and name and address of abutters.
- property lines and location of permanent structures or buildings, within 500-foot radius of proposed wireless communication structure.
- existing (from a topographical survey completed within 2 years of application submittal date by a professional surveyor licensed to practice in Massachusetts) and proposed contour lines at a maximum of 2-foot intervals and spot elevations at base of all the proposed and existing structures.
- vegetation to be removed or altered.

- plans for drainage of surface water and plans to control erosion and sedimentation both during construction and as a permanent measure.
  - delineation of wetlands, if any.
  - location of wireless communication structure.
  - plans for anchoring and supporting the structure, including specifications of hardware and all other building material.
  - plans for accessory buildings.
  - layout and details of surfacing for access road and parking.
  - amenities such as lighting, fencing and landscaping.
  - four view lines in a one to three-mile radius of the site, beginning at True North and continuing clockwise at ninety-degree intervals, plus additional view lines from any historic, scenic or other areas of Town determined by the SPGA.
2. A map showing the areas covered/served by the proposed wireless communication structure and device of different signal strengths, and the interface with adjacent service areas.
  3. A locus map at a scale 1 inch equals 1,000 feet (or whatever is necessary to show where in town the proposed tower is sited) which shall show streets and landscape features.
  4. A description of the soil and surface geology at the proposed site.
  5. A narrative report written by the Personal Wireless Service Provider and licensed professional engineer which shall:
    - describe the justification of proposed site.
    - describe the structure and the technical, economic and other reasons for the facility design.
    - describe the capacity of the structure, including the number and type of additional facilities it can accommodate.
    - describe actions to be taken if electromagnetic radiation from the facility should exceed levels designated by the FCC.
    - describe the projected future needs of the Personal Wireless Service Provider and how the proposed wireless communications facilities fit with future projections to serve the Town and adjacent towns.

- describe leasing agreement should another carrier desire to co-locate.
  - describe special design features to minimize the visual impact of the proposed wireless communication facility.
6. Proof of approval of all other necessary permits needed for construction and operation.
  7. After the application is submitted, and not more than 14 days before the public hearing, the applicant shall arrange to fly a three foot-diameter, brightly colored balloon at the site of the proposed wireless communication structure at the maximum height of the proposed installation. The date and location of the flight shall be advertised at least 14 days, but not more than 21 days before the flights, and again in the public hearing advertisement in a newspaper with a general circulation in the town. The Applicant shall inform the SPGA in writing of the date and time of the test at least 14 days in advance. The balloon shall be flown for at least eight consecutive hours sometime between 7:00 a.m. and 6:00 p.m. on the date chosen.
- (b) Applications for a special permit to construct a new wireless communication device on an existing wireless communication structure or non-residential structures such as buildings, grain silos, steeples, water towers or other non-residential structures, including co-location with another carrier, provided that the new use does not add to the height of the structure, shall include the following information:
1. Site plans and engineering plans, prepared by a professional engineer licensed to practice in Massachusetts, on 24" x 36" sheets at a scale of 1" = 40' or 1" = 200' on as many sheets as necessary which shows the following:
    - north arrow, date, scale, the seal(s) of the licensed professionals who prepared the plans and a space for the reviewing licensed engineer's seal.
    - plans for supporting and attaching the device including specifications of hardware and all other building material.
    - building plans for accessory buildings, if any.
    - layout and details of surfacing for access road and parking, if it is to be altered from existing condition.
  2. A map showing the areas covered by proposed device(s) of different signal strengths and the interface with adjacent service areas.
  3. A narrative report written by the Personal Wireless Service Provider and licensed professional engineer which shall:
    - include a draft of the contract between the structure/building owner (whichever appropriate) and the Applicant.

- demonstrate that the wireless communication structure or non-residential structure to which the device will be mounted has the structural integrity to support such device.
  - describe actions to be taken if electromagnetic radiation from the facility should exceed levels designated by the FCC.
  - describe the projected future needs of the carrier and how the proposed facility fits with future projections.
4. Proof of approval of all other necessary permits needed for construction and operation.
  5. If the proposed facility adds more than five feet to the height of the structure at the effective date of this bylaw and will exceed zone height restrictions, the SPGA may require a balloon test as described above in Section 5.4.7 (a) 7.
- (c) In addition to the submittal requirements of Section 6.5.5, the applicant shall submit one copy of the application to the Fire Chief for his review in accordance with Section 6.5.5.

#### 5.4.8 Independent Consultant(s)

- (a) Upon submission of an application for a Special Permit under this Section, the Applicant shall pay a review fee determined by the SPGA consisting of reasonable costs to be incurred by the SPGA for the employment of Independent Consultant(s). These Consultant(s) shall each be qualified professionals with a record of service to municipalities in one of the following fields:
1. telecommunications engineering
  2. structural engineering
  3. monitoring of electromagnetic fields
  4. other relevant fields of experience as determined necessary by the SPGA
- (b) The Applicant shall provide a complete copy of the application for a Special Permit to any Independent Consultant(s) and shall further provide any additional information reasonably requested by the Independent Consultant(s) in order to properly advise the SPGA in their review of the application.
- (c) The Applicant shall grant permission for any Independent Consultant(s) to conduct any necessary site visits.

#### 5.4.9 Approval

- (a) In gaining a special permit for wireless communication facilities, in addition to the findings required by the Town's Zoning Review Bylaw for Special Permits, the SPGA shall find:
1. That the Applicant has demonstrated to the satisfaction of the SPGA that the requirements of this section have been met.
  2. That the size and height of the structure is the minimum necessary.
  3. That the proposed wireless communication facilities will not adversely impact historic structures or scenic views.
  4. That there are no feasible alternatives to the location of the proposed wireless communication facilities, including co-location that would minimize their impact, and the Applicant has exercised good faith in permitting future co-location of facilities at the site.
  5. That the Applicant has agreed to implement all reasonable measures to mitigate the potential adverse impacts of the wireless communication facilities.
  6. That the proposal shall comply with FCC 96-326 and any and all other applicable FCC regulations, regarding emissions of electromagnetic radiation and that the required Monitoring program is in place and shall be paid for by the Applicant.
- (b) When considering an application for a wireless communication facility, the SPGA shall place great emphasis on the proximity of the facility to residential dwellings, its impact on these residences and will encourage the use of existing structures.
- (c) Any extension or construction of new or replacement towers or transmitters shall be subject to an amendment to the Special Permit, following the same procedure as siting a new wireless communication device on an existing structure.
- (d) Any decision by the SPGA to deny an application for a special permit under this bylaw shall be in conformance with the Telecommunications Act of 1996, in that it shall be in writing and supported by substantial evidence contained in a written record.

#### 5.4.10 Condition of Use

- (a) The applicant shall post an initial bond with the Town Treasurer to cover the costs of remediation of any damage to the landscape which occurs during the clearing of the site of any wireless communication facility. In addition, an annual maintenance bond shall be posted to cover maintenance for the access road, site and structure(s). An access road may include existing town roads not designed for heavy traffic. Both bonds shall be in an amount to be determined by the SPGA.

(b) Regulatory Compliance

1. Annual certification demonstrating structural integrity and continuing compliance with current standards of the FCC, FAA and the American National Standards Institute shall be filed with the Building Inspector by the Special Permit Holder, and shall be reviewed by a licensed professional engineer hired by the Town and paid for by the Special Permit Holder.
2. If the FCC or the FAA regulations are changed, the owner or operator shall bring the facilities into compliance within the six months or earlier if a more stringent compliance schedule is included in the regulation.
3. Failure to comply with any regulations shall be grounds for removal of non-complying structures, buildings, devices at the owner's expense.
4. If the device is moved lower on the structure and the top of the structure is no longer needed, then the non-operational part of the structure shall be removed within 120 days.

(c) Any wireless communication structure which ceases to operate for a period of one year shall be removed by the Special Permit Holder within 395 days of the last day of operation. Cease to operate is defined as not performing the normal functions associated with any wireless communication structure on a continuous and ongoing basis for a period of one year, including the absence of a valid lease/contract with a Personal Wireless Service Provider. At the time of removal, the site of the wireless communication structure shall be remedied such that the site is restored to the same condition as existed prior to the structure being constructed. A cash bond shall be posted with the Town Treasurer in an amount determined by the SPGA to be used by the Town to remove any structure required to be removed and not removed within the time frame required by this Section.

(d) All wireless communication facilities shall be insured by the owner(s) against damage to persons or property. The special permit holder shall provide a Certificate of Insurance to the Board of Selectmen on an annual basis. The Town of Chester shall be added as an additional named insured on the subject insurance policy.

5.4.11 Severability

The invalidity, unconstitutionality, or illegality of any provision of this section shall not have any effect upon the validity, constitutionality or legality of any other provision of this section.

## **6 SECTION VI - ADMINISTRATION**

### **6.0 ENFORCEMENT**

- 6.0.1 This Bylaw shall be enforced by the Selectmen or a Building Inspector, as the Zoning Enforcement Officer. Upon any well-founded information as to a violation, the Selectmen or the Zoning Enforcement Officer shall take immediate steps to enforce this bylaw in any manner provided by law.
- 6.0.2 Permits. No building or structure shall be built or altered and no use of land or building or structure shall be begun or changed without a permit having been issued by the Building Inspector. With each application for a building permit to build or alter, a plan shall be filed showing the lot and location of a building and/or structure therein.
- 6.0.3 Any new building and/or structure shall conform to all adopted state and town Bylaws, codes, and regulations before a Certificate of Occupancy will be issued.
- 6.0.4 Occupancy. No building or structure shall be occupied until a Certificate of Occupancy has been issued by the Building Inspector.
- 6.0.5 The Building Inspector shall issue a cease and desist order on any work in progress or on the use of any premises, if either is in violation of the provisions of this bylaw.

### **6.1 PENALTIES**

Any person violating any of the provisions of this Bylaw may be fined not more than fifty dollars (\$50.00) for each offense. Each day that such violation continues shall constitute a separate offense.

### **6.2 BOARD OF APPEALS**

#### **6.2.1 Establishment**

There is hereby established a Board of Appeals of three (3) members and two (2) associate members to be appointed by the Selectmen, as provided under Chapter 40A of the General Laws as amended.

A Board of Appeals shall be appointed by the Selectmen for terms of three years, the term of one member expiring each year. Vacancies shall be filled

by the Chairman of the Board of Appeals for the balance of any unexpired term. No member shall act in any case in which he may have a personal or financial interest and an associate member may designated in such cases by the Chairman of the Board of Appeals. The Selectmen shall appoint two associate members for a term of one year.

#### 6.2.2 Powers

The Board of Appeals shall have the power to hear and decide petitions for appeals and variances as provided for in this Bylaw and in accordance with the Zoning Act, Massachusetts General Laws, Chapter 40A.

### **6.3 APPEALS**

#### 6.3.1 The Board of Appeals shall hear and decide appeals from:

- (a) Any person aggrieved by reason of an inability to obtain a permit or enforcement action from any administrative officer under the provisions of the Massachusetts General Laws, Chapter 40A;
- (b) Any person including any officer or board of the town or of any abutting town, if aggrieved by any order or decision of the Inspector of Buildings or other administrative official, in violation of any provision of the Massachusetts General Laws, Chapter 40A, or this Bylaw.

6.3.2 Any appeal shall be filed by the petitioner with the Town Clerk within the number of days from the date of the order or decision which is being appealed, as specified in M.G.L., Chapter 40A, Section 15. The notice of appeal shall specify the grounds for the appeal. A copy of the notice, including the date and time of filing certified by the Town Clerk, shall be filed immediately by the petitioner with the Board of Appeals and with the officer or board whose order or decision is being appealed in accordance with the Zoning Act, Massachusetts General Laws, Chapter 40A, Section 15.

6.3.3 In accordance with the Zoning Act, Massachusetts General Laws, Chapter 40A, Section 15, the Board of Appeals shall hold a public hearing within the number of days from the receipt of notice by the Board of such appeal, as specified in M.G.L., Chapter 40A, Section 15. The Board of Appeals shall make a decision on the appeal within the number of days after the date of the filing with the Town Clerk, as specified in M.G.L., Chapter 40A, Section 15.



## 6.4 VARIANCES

6.4.1 Petitions of variances from the terms of the applicable zoning provisions shall be dealt with by the Board of Appeals in accordance with Chapter 40A of the General Laws, as amended. A variance may be granted only if the Board finds that owing to circumstances of relating to the soil conditions, shape, or topography of land or structures and especially affecting the land or structures but not generally affecting the zoning district in which they are located, a literal enforcement of the provisions of this Bylaw would involve substantial hardship, financial or otherwise, to the petitioner or appellant, and that desirable relief may be granted without substantial derogating to the public good and without nullifying or substantially derogating from the intent or purpose of this Bylaw. A variance is permission to depart from the literal requirement of the Chester zoning bylaw with respect to setback, sideyard, frontage and lot size, but not involving use or activity.

6.4.2 Upon receipt of a petition for a variance, the Board of Appeals may ask the Planning Board for an advisory report on said petition.

### 6.4.3 Public Hearing Notification

In the case of every application for a variance made to it under the provisions of this Zoning Bylaw, the Board of Appeals shall hold a public hearing to consider the application in question and shall cause a notice thereof to be published in the local newspaper and by posting a notice on the Bulletin Board in the Town Office Building not less than the number of days before the day of such hearing, as specified in M.G.L, Chapter 40A, Section 10. A copy of the notice shall also be sent by registered mail to the petitioner, abutters, owners of land directly opposite on any public or private street or way, abutters to the abutters within three hundred (300) feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town, the planning board of the town, the planning board of every abutting city or town, and any other person or persons who in the opinion of the board may be interested in such application.

6.4.4 A public hearing shall be held within the number of days after the application for a variance has been filed with the Board of Appeals, as specified in M.G.L., Chapter 40A, Section 10, a copy of which shall forthwith be given to the Town Clerk by the applicant. The ZBA will take final action on the application for a variance within the number of days following the public hearing, as specified in M.G.L., Chapter 40A, Section 10. Failure to do so shall constitute approval. A unanimous vote of a three-members board and a vote of at least four members of a five-member board is required.

- 6.4.5 After giving public notice and holding a public hearing, the Board of Appeals may grant a variance. The following findings must be made by the Board of Appeals before a variance can be issued:
- (a) The variance must be with respect to a particular parcel of land or to an existing building on the land.
  - (b) There must be circumstances relating to the soil conditions, shape, or topography especially affecting such land or structure, but not affecting generally the zoning district in which it is located.
  - (c) Literal enforcement of the Bylaw would involve substantial hardship, financial or otherwise, to the petitioner or appellant.
  - (d) Desirable relief may be granted if there will not be substantial detriment to the public good, or nullification or substantial derogation from the intent and purpose of this Bylaw.
- 6.4.6 The Board of Appeals may impose conditions, safeguards and limitations on both time and of use, including the continued existence of any particular structures by excluding any condition, safeguard or limitation based upon the continued ownership of the land or structures to which the variance pertains by the applicant, petitioner, or owner.
- 6.4.7 Rights granted by the Board of Appeals and not exercised within one (1) year shall lapse and may be re-established only after notice and a new hearing.

## **6.5 SPECIAL PERMITS**

Special Permits are requested for certain uses, structures or condition as specified in Section 3.0 Schedule of Use Regulations.

### 6.5.1 Purpose

Special permits are intended to provide detailed review of certain uses and structures which may have substantial impact upon traffic and environment, health and safety, property values, utility systems, and the character of the Town among other things. The Special Permit review process is intended to ensure a harmonious relationship between proposed development and its surroundings, and ensure the proposals are consistent with the purpose and intent of the Bylaw.

### 6.5.2 Special Permit Granting Authorities

The Planning Board shall have those special permit granting authorities specified in Section 3.0, Schedule of Use Regulations.

### 6.5.3 Special Permit Procedure

Special Permits may be issued by Special Permit Granting Authorities (SPGA) in accordance with Massachusetts General Laws Chapter 40A, Section 9 and with the following regulations:

#### (a) Public hearing

1. In the case of every application for a special permit made to it under the provisions of this Zoning Bylaw, the SPGA shall hold a public hearing to consider the application in question and shall cause a notice thereof to be published in the local newspaper and by posting a notice on the Bulletin Board in the Town Office Building the number of days before the day of such hearing, as specified in M.G.L., Chapter 40A, Section 9. A copy of the notice shall also be sent by registered mail to the petitioner, abutters, owners of land directly opposite on any public or private street or way, abutters to the abutters within three hundred (300) feet of the property/line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town, the planning board of the town, the planning board of every abutting city or town, and any other person or persons who in the opinion of the SPGA may be interested in such application.
2. Special permits shall only be issued following a public hearing held within the number of days after filing an application with the special permit granting authority, as specified in M.G.L., Chapter 40A, Section 9. A copy of which shall forthwith be given to the Town Clerk by the applicant. The SPGA shall take final action on an application for special permit within the number of days following the public hearing, as specified in M.G.L., Chapter 40A, Section 9. Failure to do so shall constitute approval. An unanimous vote of a three-member board and a vote of at least four members of a five-member board is required.

#### (b) Application Procedures

1. All applications for special permits shall be made in writing on forms furnished by the Town Clerk and located in the Town Clerk's office and shall be accompanied by a site plan when required in accordance with Section 3.0, Schedule or Use Regulations. The applicant shall provide the Town Clerk with one original special permit application and site plan and eight copies of the application and site plan for distribution.
2. Misrepresentation of any of the required plan items shall be cause to revoke a special permit.

3. No special permit may be authorized for an activity or use not generally permitted in the district in which the land or structure is located.

#### 6.5.4 Expiration

All special permits that have no time restrictions imposed by the special permit granting authority shall lapse within two (2) years from the date the permit was granted unless substantial use or construction has commenced and continues regularly.

#### 6.5.5 Review Procedures

The Town Clerk shall submit one copy of said application and plan to the Planning Board, the Board of Health, Building Inspector or Zoning Enforcement Officer, and the Conservation Commission for their review. Said Boards and Commission shall within thirty (30) days of the filing date of the application, make recommendations as they deem appropriate and shall send copies thereof to the SPGA and to the applicant in accordance with Chapter 40A, Section II of the Massachusetts General Laws.

#### 6.5.6 Criteria

Where a special permit may be authorized by the Special Permit Granting Authority under this Bylaw, said SPGA may grant, upon written application, such special permit if it finds, among other things:

- (a) That the proposed use would be suitably located in the neighborhood in which it is proposed and/or the total town;
- (b) That the use will be reasonably compatible with the character and scale of other uses permitted as of right in the same district;
- (c) That the use will not constitute a nuisance by reason of an unacceptable level of air or water pollution, excessive noise or visually flagrant structures and accessories;
- (d) That adequate and appropriate facilities will be provided for the proper operation of the proposed use, including special attention to safe vehicular circulation;
- (e) The proposed use shall comply with any and all additional special permit criteria or special use regulations imposed on individual uses in Section V of this Bylaw;

- (f) The proposed use will not create traffic congestion or impair pedestrian safety. Provision shall be made for convenient and safe vehicular and pedestrian circulation within the site and in relation to adjacent streets, property or improvements;
- (g) The proposed project shall not create a significant adverse impact to the quality of surface water or groundwater during and after a construction, and provision shall be made for maximizing groundwater recharge;
- (h) The design of the project shall provide for adequate methods of disposal and recycling of sewage, refuse or other wastes generated by the proposed use; and
- (i) The design of the project shall minimize the visibility of visually degrading elements and protect the neighboring properties from potentially detrimental or offensive uses through the use of screening or vegetated buffer zones.

#### 6.5.7 Conditions, Safeguards, Limitations

In granting a special permit, the Special Permit Granting Authority may, in accordance with M.G.L., Chapter 40A, impose conditions, safeguards, and limitations. Such conditions, safeguards, and limitations shall be in writing and may include but are not limited to the following:

- (a) Setback, side and rear yards greater than the minimum required in this Bylaw;
- (b) Screening of parking areas or other parts of the premises from adjoining properties or from streets by the use of walls, fences, plantings or other such devices;
- (c) Limitations of size, number of occupants method or time of operation or extent of facilities;
- (d) Modification of the exterior design or appearance of buildings, structures, signs, or landscape materials;
- (e) Additional parking, loading or traffic requirements beyond the minimum required in the Bylaw;
- (f) Measures to protect against environmental pollution; and
- (g) Performance bond or other security to ensure that the project meets the conditions specified in the special permit.

#### 6.5.8 Transfer

Where a Special Permit involving the construction of buildings has not been implemented by substantial construction, said permit shall not pass to future owners of the property without a public hearing and approval of the Special Permit Granting Authority.

#### 6.5.9 Document Distribution

When a Special Permit has been granted, one copy each of the decision, conditions, and approved plans shall be filed with the Planning Board, the Assessors, Zoning Enforcement Officer and the Town Clerk and one copy shall be returned to the applicant. The set of documents on file with the Town Clerk shall bear the endorsement of the Special Permit Granting Authority and certification that copies of the decision and related plans have been filed in accordance with this section.

#### 6.5.10 Time Schedule

A Special Permit shall only be issued following a public hearing held within the number of days after the date the application was filed with the Town Clerk, as specified in M.G.L., Chapter 40A, Section 9. The SPGA shall act within the number of days following the public hearing, as specified in M.G.L., Chapter 40A, Section 9. Failure of the SPGA to make final action upon an application for a Special Permit within said time period shall be deemed to be a granting of the Special Permit applied for.

#### 6.5.11 Change, Alterations, Expansion

Any substantial change, alteration or expansion of a use allowed by special permit shall require a special permit from the appropriate Special Permit Granting Authority.

#### 6.5.12 Method of Appeal

Any person aggrieved by a decision of the Special Permit Granting Authority may appeal to the Hampden County superior court or the division of housing court department for Hampden County by bringing action within the number of days after the decision has been filed the Town Clerk, in accordance with M.G.L. Chapter 40A, Section 17.

### **6.6 AMENDMENT**

This Bylaw may be amended from time to time at an annual or special town meeting in accord with the provisions of Section 5 of Chapter 40A.

## **6.7 VALIDITY**

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

## 7 SECTION VII - DEFINITIONS

In construing this Bylaw, the following work shall have the meaning herein given unless a contrary intention clearly appears:

### 7.0 WORD DEFINITIONS

The plural number includes the singular; the word "lot" includes "plot;" the word "building" includes "structure;" the word "occupied" includes "designed, arranged or intended to be occupied;" and the word "used" includes "designed, arranged or intended to be used".

### 7.1 TERM DEFINITIONS

Accessory Building: A subordinate building, the use of which is incidental to that of a principal building.

Accessory Use: The use of a building or premises for a purpose customarily incidental to the main or principal use permitted in the district.

Agriculture: The production, keeping or maintenance, for sale, lease or personal use of plants and animals useful to man, including but not limited to: forages and sod crops, grains and seed crops; dairy animals and dairy products, poultry and poultry products; livestock, including beef cattle, sheep, swine, horses, ponies, mules, or goats or any mutations or hybrids hereof, including the breeding and grazing of any or all of such animals, bees and apiary products; fur animals, trees and forest products; fruits of all kinds, including grapes, nuts and berries; vegetables, nursery, floral, ornamental and greenhouse products; or lands devoted to a soil conservation or forestry management program.

Alteration: A change in or addition to a structure.

Attached: Connected to or united with.

Attic: The space between the ceiling of the top story of a building and its roof and not used for living, sleeping or eating quarters.

Bed and Breakfast Home: An owner-occupied single-family dwelling which may rent up to a maximum of three (3) rooming units for transient occupancy and where breakfast is included in the rent and all accommodations are reserved in advance.

Bed and Breakfast Establishment: An owner-occupied single-family dwelling which may rent four (4) or more rooming units for transient occupancy and where a breakfast is included in the rent and all accommodations are reserved in advance.



Building: A combination of any materials, whether portable or fixed having a roof, to form a structure for the shelter of persons, animals or property. The word “building” shall be construed, where the context requires, as though followed by the words “or part or parts thereof”. A porch is to be considered as part of a building when considering setbacks.

Building, Accessory: See definition of Accessory Building in this section.

Building, Principal: See definition of Principal Building in this section.

Building Lot: See definition of Lot, Building in this section.

Business: The transacting or carrying on of a trade or commercial enterprise, not manufacturing, with a view to profit, or for livelihood.

Child Care Facility: Centers that serve children under seven years of age or sixteen if the children have special needs, or school-age children (under fourteen years of age or sixteen if they have special needs) in programs that are held before or after school hours or during vacation.

Convalescent or Nursing Home: A convalescent or nursing home is defined as any institution, however named, whether conducted for charity or profit which is advertised, announced or maintained for the express or implied purpose of caring for three or more persons admitted thereto for the purpose of nursing or convalescent care.

Corner Lot: A lot bounded on two (2) or more sides by streets. In any corner lot, the street line setback must be maintained from all street lines forming boundaries of a lot.

Detached: Separated from.

Dwelling: A building occupied as a residence for one or more families.

Dwelling, One-Family: A detached building containing one (1) dwelling unit and having no party wall, or walls, in common with an adjacent dwelling.

Dwelling, Semi-Detached: See definition of Semi-Detached Dwelling in this section

Family: (1) A person or a group of persons of immediate kindred who live together as a single housekeeping unit under one head; and (2) a group of non-related individuals not to exceed four, residing cooperatively in one dwelling unit. This section, however, does not apply to non-related disabled persons as defined by any applicable Federal and/or State law and/or regulations.

Family Day Care Home: Any private residence which on a regular basis, receives for temporary custody and care during part or all of the day, children under seven years of age or children under sixteen years of age if such children have special needs; provided, however, in neither case, that the total number of children shall not exceed six, including participating children living in the residence. Family day care home shall not mean a

private residence used for an informal cooperative arrangement among neighbors or relatives, or the occasional care of children with or without compensation therefor.

Frontage: The linear distance of a lot fronting on a street measured continuously along one line between its side lot lines and their intersection with the street line. (Diagram 1.)

Front Lot Line: See definition of Lot Line, Front in this section.

Front Yard: See definition of Yard, Front in this section.

Habitable Area: Shall be the area of that portion of the principal building exclusive of porches, breezeways, garages, cellars, basements, and any other unfinished area, as measured by the normal dimensions of the structure and commonly used by the occupants of the structure.

Half Story: The space between the ceiling of the top story of a structure and the roof, where the area and height are sufficient for sleeping and living quarters.

Height: In reference to a building, the vertical distance between the highest point of the roof and the average grade of land on which the building is located.

Home Occupation: A room or rooms in a dwelling used for customary home occupations by resident occupants, such as dress making, candy making or for a practice, by a resident, or a recognized profession.

Home Trade: Premises or building used in connection with this trade by a resident carpenter, electrician, painter, plumber, or other artisan, provided that no manufacturing or business requiring substantially continuous employment of other person(s) will be carried on.

Horticulture: The cultivation of a garden or orchard.

Hospital or Sanitarium: A Hospital or Sanitarium is defined as any institution, however named, whether conducted for charity or for profit, which is advertised, conducted or maintained for the purpose or implied purpose or caring for persons admitted thereto for the purpose of diagnosis or medical or surgical treatment which is rendered within said institution.

Hotel: A building operated by a duly licensed inn-holder where lodging is furnished or food is served to transient or permanent guests, and which has a public dining room and a general kitchen.

Junk: Articles such as old iron, brass, copper, tin, lead or other base metals, cordage, old bags, rags, waste paper, paper clippings, scraps, clips, rubber glass, empty bottles, empty cans and all other articles or property discarded or abandoned.

Lot: A parcel of land. In order to be used for building purposes, it must meet the criteria of a building lot.

Lot, Building: A parcel of land in one ownership meeting the dimensional requirements of this bylaw in which such land is situated and if occupied by a principal building and its accessory buildings, meeting the minimum yard requirements of that district, and defined on a plan or a deed recorded in the Registry of Deeds.

Lot Line, Front: The lot line separating a lot from a street right-of-way (see Diagram 1).

Lot Line, Rear: The lot line opposite the street line, except that in case of a corner lot, the rear lot line shall be the line opposite the street line of the street on which the building is numbered or would be numbered. (see Diagram 1.)

Lot Line, Side: The line dividing one lot from another. (see Diagram 1.)

Mobile Home: A vehicle having no motive power of its own. originally designed or permanently altered and equipped for human habitation which is not used to transport property other than property used for human habitation or camping purposes.

Parking Area: Any open space used for parking motor vehicles exclusively, and in which no gasoline nor motor vehicle accessories are sold, or no other business conducted.

Principal Building: The main or most important building on a lot.

Principal Use: The primary or predominant use of any lot.

Professional Engineer: A person employed in a practice of engineering as defined in General Laws, Tercentenary Edition, Chapter one hundred twelve (112), Section eight-one D (81D), and acts amendatory thereto.

Rear Lot Line: See definition of Lot line, Rear in this section.

Rear Yard: See definition of Yard, Rear in this section.

Riding School: An establishment where horses are boarded and cared for and where instruction in riding, jumping and showing is offered and the general public may, for a fee, hire horses for riding.

Riding Stable, Commercial: An accessory building in which horses are bred, sheltered and fed for a fee.

Riding Stable, Private: An accessory building in which horses are sheltered and fed, for private use.

School: A building devoted to the instruction or education in primary, secondary, or high school grade.

Secondhand Material: Materials, articles or machinery which have been used or owned by some person other than the dealer offering the same for sale, and which may again be used without alteration.

Service: The performance of any act for the benefit of another with a view to profit, or for a livelihood. The act of conducting a service enterprise. The performance of any act for the convenience, service, or benefit of an ultimate customer or patron.

Side Lot Line: See definition for Lot Line, Side in this section.

Side Yard: See definition for Yard, Side in this section.

Sign: Any object, device, display or structure, or part thereof, situated outdoors or indoors, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business, product, service, event or location by any means, including words, letters, figures, design, symbols, fixtures, colors, illumination or projected images.

Special Permit: Special permit is a process which allows the Town to conduct a more detailed review of certain uses and structures which may have a significant impact on their surroundings.

Special Permit Granting Authority: The Planning Board, unless otherwise specified, shall be the body responsible for granting special permits.

Story: The horizontal portion through a building between floor and ceiling. The word "story" shall not include the portion of the basement or cellar of a building above grade. The word "story" shall not include "attic" as defined in this Section.

Street: A public way, a private way shown on a plan approved under the Subdivision Control Law, or a way in existence when the Subdivision Control Law became effective in Chester having in the opinion of the Planning Board sufficient width, suitable grade, and adequate construction to provide for the needs of vehicular traffic in relation to the proposed use of the abutting land.

Street Line: The dividing line between a street and a lot including street lines established by the public authority laying out the street upon which the lot abuts.

Structure: A combination of materials assembled at a fixed location to give support or shelter, such as a building, framework, retaining wall, tent, reviewing stand, platform, bin, fence, sign, flagpole, mast for radio antenna, or the like. The word "structure" shall be construed, where the context allows, as though followed by the words "or part or parts thereof."

Use: The purpose or activity for which land or buildings are occupied or maintained.

Variance: A departure from the provisions of a zoning bylaw relating to setbacks, side yards, frontage requirements and lot size, but not involving the actual use of structure. A variance is granted because strict enforcement of the zoning bylaw as it applies to a specific lot would cause undue hardship and present site-specific practical difficulties that are not relevant to other lots in the district.

Variance, Use: A variance granted for a use or structure that is not permitted in the district use variances are prohibited in Chester.

Viticulture: The cultivation of grapes.

Yard: A required open space, unoccupied except as herein permitted, between a principal building and a street or lot line.

Yard, Front: The minimum required unoccupied space or area between the street line and the part of the building nearest such street line, such unoccupied space or area extending the entire width or distance across the lot.

Yard, Rear: The required unoccupied space or area within the lot between the rear lot line and the part of the principal building nearest such rear lot line.

Yard, Side: The required unoccupied space or area within the lot between the side lot line and the parts of the building nearest such side lot line.



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

Minimum Fee: \$100.00

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

**Restated Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001323031

The date of filing of the original certificate of organization: 4/19/2018

1. The exact name of the limited liability company is: KEYSTONE BLUFF, LLC  
 and if changed, the name under which it was originally organized:

**2a. Location of its principal office:**

No. and Street: PO BOX 1  
 City or Town: CHESTER State: MA Zip: 01011-0001 Country: USA

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

No. and Street: 241 HWY 20  
 City or Town: CHESTER State: MA Zip: 01011 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:  
FARMING

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: JASON COSTA  
 No. and Street: 241 HWY 20  
 City or Town: CHESTER State: MA Zip: 01011 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JUSTIN FORTANASCIO	241 HWY 20 CHESTER, MA 01011 USA
MANAGER	JASON COSTA	241 HWY 20 CHESTER, MA 01011 USA
MANAGER	JOSHUA STEWART MCNEY	241 HWY 20 CHESTER, MA 01011 USA

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

documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

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

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JASON COSTA	241 HWY 20 CHESTER, MA 01011 USA
REAL PROPERTY	JOSHUA STEWART MCNEY	241 HWY 20 CHESTER, MA 01011 USA
REAL PROPERTY	JUSTIN FORTANASCIO	241 HWY 20 CHESTER, MA 01011 USA

**9. Additional matters:**

**10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:**

2B. STREET ADDRESS OF THE OFFICE IN THE COMMONWEALTH AT WHICH THE RECORDS WILL BE MAINTAINED: UPDATED TO 241 HWY 20, CHESTER, MA 01011

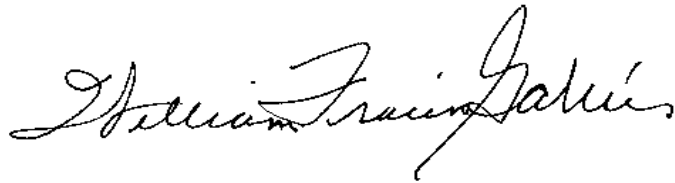
**11. The restated certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of October, 2018,  
JUSTIN FORTANASCIO , Signature of Applicant.**

THE COMMONWEALTH OF MASSACHUSETTS

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

October 23, 2018 04:54 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



## **OPERATING AGREEMENT FOR KEYSTONE BLUFF, LLC**

By this OPERATING AGREEMENT (the "Agreement"), made and entered into as of April 18, 2018 (the "Effective Date"), those persons and entities whose names, addresses and signatures are set forth below, being the Members of Keystone Bluff, LLC, a Massachusetts limited liability company (the "Company"), hereby represent and agree that they have caused to be filed, on behalf of the Company, Articles of Organization with the Massachusetts Secretary of the Commonwealth, and that they desire to enter into an operating agreement in accordance with the Massachusetts Limited Liability Company Act (the "Act") regarding the conduct of the business and affairs of the Company.

NOW, THEREFORE, the Members agree as follows:

### **ARTICLE I**

#### **DEFINITIONS**

When used in this Agreement, the following capitalized terms shall have the meanings provided below:

**Section 1.1. "Act."** "Act" means Massachusetts Limited Liability Company Act, contained in MA Corp. Code Chapter 156C et seq., as amended from time to time.

**Section 1.2. "Affiliate."** "Affiliate" of a Member means any Person under the control of, in common control with, or in control of a Member, whether that control is direct or indirect. The term "control," as used herein, means, with respect to a corporation or limited liability company, the ability to exercise more than fifty percent (50%) of the voting rights of the controlled entity, and with respect to an individual, partnership, trust, or other entity or association, the ability, directly or indirectly, to direct the management or policies of the controlled entity or individual.

**Section 1.3. "Agreement."** "Agreement" means this Operating Agreement, in its original form and as amended from time to time.

**Section 1.4. "Articles."** "Articles" means the Articles of Organization filed with the Massachusetts Secretary of State on April 18, 2018, forming this limited liability company, as initially filed and as they may be amended from time to time.

**Section 1.5. "Bankruptcy."** "Bankruptcy" means, with respect to any Person, being the subject of an order for relief under Title 11 of the United States Code, or any successor statute or other statute in any foreign jurisdiction having like import or effect.

**Section 1.7. "Capital Contribution."** "Capital Contribution" means any Member's contribution to the capital of the Company in cash, property, services rendered or a promissory note or other binding obligation to contribute cash or property or to render services. The amount of any non-cash contribution shall be the agreed fair market value of such contribution (net of liabilities secured by such contributed property that the Company is considered to assume or take subject to under Code Section 752).

**Section 1.8. "Cause."** "Cause" shall mean (1) committing a willful or grossly negligent act or an act of fraud which adversely affects the Company; (2) committing a felony or other criminal act of moral turpitude; or (3) any action that is cause for immediate termination under the regulations of the Massachusetts Cannabis Control Commission.

**Section 1.9. "CCC."** "CCC" shall mean the Massachusetts Cannabis Control Commission.

**Section 1.10. "Code."** "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding provision of any succeeding revenue law.

**Section 1.11. "Company."** "Company" means Keystone Bluff, LLC, the entity formed in accordance with this Agreement and the Articles, and any successor limited liability company.

**Section 1.12. "Corp. Code."** "Corporations Code" means the Massachusetts Corporations Code, as amended from time to time, and the provisions of any succeeding law.

**Section 1.13. "Departing Member."** "Departing Member" means any Member who withdraws from the Company in accordance with Section 4.3, where such withdrawal does not result in dissolution of the Company, or whose conduct results in a Dissolution Event.

**Section 1.14. "Dissolution Event."** "Dissolution Event" means, with respect to any Member, one or more of the following: the death, resignation, retirement, expulsion, bankruptcy, or dissolution of any Member.

**Section 1.15. "Distribution."** "Distribution" means the transfer of money or property by the Company to the Members without consideration.

**Section 1.16. "Fiscal Year."** "Fiscal Year" means the Company's fiscal year, which shall be the calendar year.

**Section 1.17. "Majority Interest."** "Majority Interest" means the interest of the Members holding greater than fifty percent (50%) of the total interests held by the Members.

**Section 1.18. "Managers."** "Managers" means one or more managers. Specifically, "Managers" means the Persons listed on Exhibit A, or any other Persons that succeed him, her, them or it in that capacity. References to the Manager in the singular or as him, her, it, itself, or other like references will also, where the context so requires, be deemed to include the plural or the masculine, feminine or non-gendered preference, as the case may be.

**Section 1.19. "Member."** "Member" means each Person who: (1) has been admitted into membership in the Company; (2) executes or causes to be executed this Agreement and any subsequent amendments hereto; and (3) has not engaged in conduct resulting in a Dissolution Event or terminated membership for any other reason.

**Section 1.20. "Membership Interest."** "Membership Interest" means a Member's rights in the Company, collectively, including the Member's economic interest, right to vote and participate in management, and right to information concerning the business and affairs of the Company provided in this Agreement or under the Act.

**Section 1.21. "Net Profits" and "Net Losses."** "Net Profits" and "Net Losses" mean the Company's income, loss, and deductions computed at the close of each fiscal year in accordance with the accounting methods used to prepare the Company's information tax return, filed for Massachusetts income tax purposes.

**Section 1.22. "Percentage Interest."** "Percentage Interest" means the percentage ownership of the Company of each Member as set forth in the column entitled "Member's Percentage Interest" contained in Exhibit A attached hereto and as recalculated from time to time pursuant to this Agreement.

**Section 1.23. "Person."** "Person" means an individual, partnership, limited partnership, corporation, limited liability company, registered limited liability partnership, trust, estate, association, or any other entity.

**Section 1.24. "Regulations."** "Regulations," as used in this Agreement, refers to the income tax regulations of the United States Treasury Department promulgated under the Code, including any temporary regulations, and any successor regulations which may be promulgated.

**Section 1.25. "Remaining Members."** "Remaining Members" means, upon the occurrence of a Dissolution Event, those Members of the Company whose conduct did not cause its occurrence.

**Section 1.26. "Secretary of State."** "Secretary of State" means the Massachusetts Secretary of the Commonwealth.

**Section 1.27. "Tax Matters Member" ("Tax Matters Partner").** "Tax Matters Partner," as defined in Code section 6231(a)(7) [26 U.S.C.A. § 6231(a)(7)], is that Person designated by the Company in Section 8.6 to serve as the Company's representative in all examinations of the Company's affairs by taxing authorities.

## ARTICLE II.

### FORMATION AND ORGANIZATION

**Section 2.1. Initial Date and Initial Parties.** This Agreement is first entered into on the Effective Date, by and among the Company and the persons and entities who are Members of the Company on that date.

**Section 2.2. Subsequent Parties.** No person and entity may become a Member of the Company without agreeing to and becoming a signatory of this Agreement and any offer or assignment of a Membership interest is contingent upon the fulfillment of this condition.

**Section 2.3. Name.** The name of this Company is **Keystone Bluff, LLC**.

**Section 2.4. Term.** The Company commenced upon the filing of its Articles of Organization with the Secretary of State on April 18, 2018 and it shall continue in existence indefinitely, unless terminated earlier under the provisions of the Act or such earlier time as determined in accordance with the provisions of this Agreement.

**Section 2.5. Principal Place of Business.** The Company will have its principal place of business at 241 Highway 20, or at any other address within the Commonwealth of Massachusetts upon which the Managers agree. The Company shall maintain its principal executive offices at its principal place of business, as well as maintaining at that location all records and documents which it is, required to keep by the Act.

**Section 2.6. Resident Agent.** The name and address of the Company's agent for service of process in the Commonwealth of Massachusetts is:

**Jason Costa**  
**% Keystone Bluff, LLC**  
**241 Highway 20**  
**Chester, MA 01011**

**Section 2.7. Names and Addresses of Members.** The name, present mailing address, Capital Contributions and Membership Interest of each Member is listed on Exhibit A attached hereto. The name and present mailing address of the Managers are also listed in Exhibit A.

**Section 2.8. Authorization and Purpose.** Pursuant to the Act, the Members have formed this Company and have filed the Articles with the Secretary of State. The Members intend to govern the Company in accordance with the Act, the Articles, and this Agreement, and to have their rights and liabilities in connection with the Company to be so determined. In the event of any conflict between the Act and the Articles and Agreement, this Agreement will control, to the extent permitted by the Act. The purpose of the Company is to engage in any business activity that is permitted by the Act, and is lawful in the Commonwealth of Massachusetts.

## **ARTICLE III.**

### **CAPITAL CONTRIBUTIONS AND ACCOUNTS**

**Section 3.1. Initial Contributions.** The initial Capital Contribution of each Member is listed in Exhibit A attached hereto. Each Member agrees to make the initial Capital Contribution listed in Exhibit A within five (5) business days from the date of execution of this Agreement. Exhibit A shall be amended from time to time to reflect any changes or adjustments in the respective Capital Contributions or Percentage Interests of the Members as required or permitted under this Agreement.

**Section 3.2. Interest Payments.** No Member shall be entitled to receive interest payments in connection with any contribution of capital to the Company.

**Section 3.3. Right to Return of Contributions.** No Member shall be entitled to a return of any capital contributed to the Company, except as expressly provided in this Agreement in Article IX.

**Section 3.4. Membership Certificates.** Membership Interests in the Company will be represented by certificates. They will be numbered and entered in the books of the Company as they are issued. They will indicate the holder of the Membership Interest and the numerical percentage or other designation of the Member's Interest, and will be signed by the Managers. The Managers may issue a new certificate or certificates in place of any certificate or certificates issued by the Company, alleged to have been lost or destroyed, on the making of an affidavit of that fact by the person claiming the certificate to be lost or destroyed. On proof of compliance with the provisions of Section 7.2 relating to transfer of Membership Interests, and on surrender to the Company of a certificate for Membership Interests, duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, the Company will issue a new certificate to the Person entitled to it and cancel the old certificate; a record of every transfer will be entered on the transfer book of the Company, which will be kept at its principal office. The Company is entitled to treat the owner of record of any Membership Interest certificates as the holder of that certificate, and accordingly is not bound to recognize any equitable claim to or interest in the certificate on the part of any other Person, whether or not it has express or other notice of the claim or interest, except as expressly provided by the laws of the Commonwealth of Massachusetts.

## **ARTICLE IV.**

### **MEMBERS**

**Section 4.1. Limitation of Liability.** No Member shall be personally liable for the debts, obligations, liabilities, or judgments of the Company solely by virtue of his or her membership in the Company, except as expressly set forth in this Agreement or as required by law.

**Section 4.2. Additional Members.** The Managers may admit additional members to the Company at their discretion, and according to the regulations of the Commonwealth of Massachusetts and the Massachusetts Cannabis Control Commission. Additional Members shall be permitted to participate in management at the discretion of the Managers. Exhibit A shall be amended to include the name, present mailing address, Capital Contributions and Percentage Interest of any Additional Members.

**Section 4.3. Competing Activities.** The Members expressly acknowledge and agree that they, as well as any Affiliate or shareholder of a Member, are permitted to participate in other business activities that may be in competition, direct or indirect, with those of the Company. The Members further acknowledge that they are under no obligation to present to the Company any business or investment opportunities, even if the opportunities are of such a character as to be appropriate for the Company's undertaking. Each Member hereby waives the right to any claim against any other Member or Affiliate on account of such competing activities.

**Section 4.4. Compensation of Members.** No Member or Affiliate shall be entitled to compensation for services rendered to the Company, absent agreement by a Majority Interest of the Members. However, Members and Affiliates shall be entitled to reimbursement for the actual cost of goods and services provided to the Company.

**Section 4.5. Transactions with Company.** The Manager may permit a Member to lend money to and transact business with the Company, subject to any limitations contained in this Agreement or in the Act. To the extent permitted by applicable laws, such a Member shall be treated like any other Person with respect to transactions with the Company.

**Section 4.6. Members Are Not Agents.** Each of the Members of the Company has agreed to delegate the management of the Company to the Managers and, accordingly, expressly relinquishes any rights he or she might otherwise have to act on behalf of the Company, to incur liability on behalf of the Company or to bind the Company in any way. Unless authorized by the Act, this Agreement or the Managers, Members shall not act as agents of the Company.

**Section 4.7. Meetings and Written Consent Actions.** There will be an annual meetings of the Members, described further in Article XII. Special meetings of the Members will be held on request of the Manager. Any meetings of the Members shall be conducted in accordance with all of the requirements under the Act. Any action that may be taken at a meeting of the Members may be taken without a meeting upon compliance with the requirements of the Act.

**Section 4.8. Voting Rights.** Except as expressly provided in the Articles or in this Agreement, or as required under non-waivable provisions of the Act, Members shall have no voting, approval, or consent rights. Unless otherwise provided in this Agreement, all matters requiring the vote, approval, or consent of the Members may be authorized upon the vote, approval, or consent of those Members holding a Majority Interest.

**Section 4.9. Loans to Company.** Nothing in this Operating Agreement prevents any Member from making secured or unsecured loans to the Company by agreement with the Company.

## ARTICLE V.

### MANAGEMENT

**Section 5.1. Management.** The business and affairs of the Company will be managed by one or more managers (the "Managers"), who may, but need not, be a Member. The Managers are authorized and directed to manage and control the business of the Company. Except for situations in which the approval of the Members is expressly required by this Agreement or by non-waivable provisions of the Act, the Managers have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. If at any time there is more than one Manager, the Managers shall have the power to make decisions and take actions only with the unanimous consent of all of the Managers.

**Section 5.2. Managers.** The initial Managers of the Company will be the Company's co-founders. Jason Costa is designated to serve as the Chief Executive Officer of Keystone Bluff, Justin Fortanascio is designated to serve as the Chief Operating Officer, and Josh McNey is designated to serve as the Chief Security Officer. Managers shall continue to serve as the Managers until his or her death, resignation, disability or removal for Cause. In the event that Mr. Costa, Fortanascio or McNey cease to act as Manager, the succeeding Manager shall be elected by a vote of a Majority Interest of the Members.

**Section 5.3. Certain Powers of Managers.** Without limiting the generality of Section 5.1, the Managers shall have the power and authority on behalf of the Company to:

- (a) acquire any real or personal property from any Person, whether or not such Person is directly or indirectly affiliated or connected with the Manager or any Member;
- (b) borrow money for the Company from banks, other lending institutions, the Manager, Members, or Affiliates of the Manager or Members on such terms as the Manager deems appropriate, and in connection therewith, to hypothecate, mortgage, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;
- (c) construct, operate, maintain and improve any real and personal property owned by the Company;
- (d) prepay, in whole or in part, refinance, amend, modify or extend any mortgages or trust deeds affecting the assets of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or trust deeds;
- (e) purchase liability and other insurance to protect the Company's property and business;
- (f) hold and own Company real and personal properties in the name of the Company;
- (g) invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;
- (h) sell, exchange or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of, or a cause of a default under, any other agreement to which the Company may be bound;
- (i) execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes, negotiable instruments and other evidences of indebtedness obligating the Company to pay money to a third party; mortgages or deeds of trusts; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments and bills of sale; leases; and any other instruments or documents necessary or desirable to the business of the Company;
- (j) endorse checks, drafts or other evidence of indebtedness to the Company for deposit into one of the Company's accounts;
- (k) employ employees, accountants, legal counsel, managing agents, tradesmen, contractors, subcontractors or other

Persons to perform services for the Company;

(l) enter into any and all other agreements on behalf of the Company, in such forms as the Manager may approve;

(m) commence lawsuits and other proceedings on behalf of the Company; and

(n) do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Managers, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the preceding sentence. Any Member who takes any action or binds the Company in violation of this Section 5.3 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to such loss or expense.

**Section 5.4. Liability for Certain Acts.** The Managers shall perform their duties as Manager in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. If the Managers so performs their duties as Managers they shall not have any liability by reason of being or having been a Manager of the Company. The Managers shall not be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence or willful misconduct by the Manager. The Manager does not, in any way, guarantee the return of the Member's Capital Contributions or a profit for the Members from the operations of the Company.

**Section 5.5. Managers Have No Exclusive Duty to Company.** The Managers shall not be required to manage the Company as their sole and exclusive function, and they may have other business interests and engage in activities in addition to those relating to the Company, including but not limited to activities that may be competitive with the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the Managers or to the income or proceeds derived therefrom. The Managers shall incur no liability to the Company or any Member as a result of engaging in any other business interests or activities.

**Section 5.6. Bank Accounts.** The Managers may from time to time open bank accounts in the name of the Company, and the Managers shall be the sole signatories thereon.

**Section 5.7. Indemnity of the Manager.** The Company must indemnify and hold harmless the Managers from and against all claims and demands to the maximum extent permitted under the Act as provided more fully in Article X.

**Section 5.8. Reimbursement to Manager; Salaries.** The Company shall reimburse the Managers for all ordinary, necessary, and direct expenses incurred by the Managers on behalf of the Company in carrying out the Company's business activities. The salaries and other compensation of the Manager will be fixed from time to time by the vote or written consent of at least a Majority Interest of the Members. No Manager is prevented from receiving such a salary or other compensation because the Manager is also a Member.

**Section 5.9. Execution of Documents.** Any document or instrument of any and every nature, including without limitation, any agreement, contract, deed, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and certificate, which is intended to bind the Company or convey or encumber title to its real or personal property shall be valid and binding for all purposes only if executed by the Manager.

**Section 5.10. Resignation.** Any Manager of the Company may resign at any time by giving written notice to the Members of the Company. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.

**Section 5.11. Removal.** Any Manager of the Company may be removed or replaced with or without Cause by the vote of Members who hold at least 50% of Membership Interests. The removal of a Manager who is also a Member will not affect the Manager's rights as a Member and will not constitute a withdrawal of the Member.

**Section 5.12. Founders' Rights.**<sup>13</sup> Each Founder will have the same rights (including but not limited to voting and distribution rights) accorded to the Membership Interest issued to each Founder.

**Section 5.13. Sale of the Company.** Sale of the Company to an interested third party will take place if the sale is unanimously authorized by the Managers and receives approval by Members who comprise a supermajority (66% or more) of Membership Interests in the Company.



## **ARTICLE VI.**

### **ALLOCATION OF PROFIT AND LOSS**

**Section 6.1. Compliance with the Code and Regulations.** The Company intends to comply with the Code and all applicable Regulations, including without limitation the minimum gain chargeback requirements, and intends that the provisions of this Article be interpreted consistently with that intent.

**Section 6.2. Distributions.** The Manager may elect to cause the Company to make a Distribution of assets at any time that would not be prohibited under the Act or this Agreement. Such a Distribution shall be made in proportion to each Member's Percentage Interest in the Company.

**Section 6.3. Members Bound by These Provisions.** The Members understand and acknowledge the tax ramifications of the provisions of this Article and agree to be bound by these provisions in reporting items of income and loss relating to the Company on their federal and state income tax returns.

## ARTICLE VII.

### TRANSFERS AND TERMINATIONS OF MEMBERSHIP INTERESTS

**Section 7.1. Restriction on Transferability of Membership Interests.** A Member may not transfer, assign, encumber, or convey all or any part of his or her Membership interest in the Company, except as provided herein. In entering into this Agreement, each of the Members acknowledges the reasonableness of this restriction, which is intended to further the purposes of the Company and the relationships between the Members.

**Section 7.2. Permitted Transfers.** In order to be permitted, a transfer or assignment of all or any part of a Membership interest must have the approval of a Majority Interest of the Members. Each Member, in his or her sole discretion, may proffer or withhold approval. In addition, the following conditions must be met:

- (a) the transferee must provide a written agreement, satisfactory to the Members, to be bound by all of the provisions of this Agreement;
- (b) the transferee must provide the Company with his or her taxpayer identification number and initial tax basis in the transferred interest;
- (c) the transferee must pay the reasonable expenses incurred in connection with his or her admission to Membership;
- (d) the transfer must not result in the termination of the Company pursuant to Code section 708 [26 U.S.C.A. § 708];
- (e) the transfer must not render the Company subject to the Investment Company Act of 1940, as amended [15 U.S.C.A. §§ 80a-1 et seq.];
- (f) the transferor must comply with the provisions of Section 7.3; and
- (g) the transferee must meet the qualifications required by the Massachusetts Cannabis Control Commission for members and affiliates of licensed adult-use cannabis businesses.

**Section 7.3. Right of First Refusal.** Any Member who wishes to sell ("Selling Member") all or any part of his or her interest in the Company ("Membership Interest") to a qualified third party must first offer it to other Members at substantially the same terms. If a Selling Member receives a bona fide offer in writing from a third party to consummate a transfer of their Membership Interest, the Selling Member must provide the Company with a written notice ("Offer Notice") that includes the following information:

- (a) the purchase price with respect to the Membership Interest transfer;
- (b) the desired closing date for such sale, which shall not be less than 30 days after the Company receives the written notice from the Selling Member; and
- (c) all the other terms and conditions that are material to such sale, and shall be accompanied by a true, correct and complete copy of the sale offer, including all schedules, exhibits and annexes (if any) thereto.

Upon receipt of this Offer Notice, the Managers will notify other Members that a Membership Interest has become available, and share the Offer Notice with any Members who are interested in potentially acquiring the Selling Member's Membership Interest. Any Offer Notice shall constitute an offer (the "ROFR Offer") by the Selling Member to sell their Membership Interest on the terms and conditions set forth in the Offer Notice including the sales price set forth therein. If any Member wishes to accept the ROFR Offer, that Member shall give the Company notice to that effect within fourteen (14) days (the "Offer Period") after Company's receipt of such Offer Notice. If multiple Members wish to accept the ROFR Offer, and acquire the Selling Member's Membership Interest, then they can either (1) unanimously agree to a split of the Membership Interest amongst themselves, or (2) absent unanimous agreement on a split, each interested Member will submit a secret bid to acquire the Membership Interest, with the highest bid winning. If no Members accept the ROFR Offer within the Offer Period, the Selling Member shall be free to effectuate the sale contemplated in the Offer Notice within ninety (90) days of the Offer Period, in accordance with the provisions of Section 7.2. If such sale is not consummated within such 90 day period in

accordance with the terms and conditions set forth in the Offer Notice, then Members' rights of first refusal hereunder shall remain in full force and effect.

**Section 7.4. Gift of Membership Interest.** A Transferring Member may gift all or any portion of its Membership Interest (without regard to Sections 7.3), provided that the donee or other successor-in-interest (collectively, "donee") complies with Section 7.2, and further provided that the donee is either the Gifting Member's spouse, former spouse, or lineal descendant (including adopted children). In the event of the gift of all or any portion of a Gifting Member's Membership Interest or Economic Interest to one or more donees who are under twenty-one (21) years of age, one or more trusts must be established to hold the gifted interest(s) for the benefit of such donee(s) until all of the donee(s) reach the age of at least 21 years.

**Section 7.5. Transfers Not in Compliance with This Agreement.** Any transfer not in compliance with the provisions of Sections 7.2 and 7.3 or any other provision of this Agreement shall be null and void and have no force or effect and any purported transferee in a non-compliant transfer shall have no right to participate in the management of the business and affairs of the Company or to become a Member unless and until the provisions of Sections 7.2 and 7.3 and any other provision of this Agreement have been satisfied.

**Section 7.6. No Release of Liability.** Any Member or Departing Member whose interest in the Company is sold pursuant to Article VII is not relieved thereby of any liability he or she may owe the Company.

**Section 7.7. Sale of All Assets.** Sale of the Company or its Assets to an interested third party will take place if the sale is authorized by the unanimous decision of the Managers, a super-majority (66% or greater) of members, and otherwise conforms to all applicable Massachusetts laws.

**Section 7.8. Dissociation of Member.** A Person ceases to be a Member on the happening of any of the following events (a "Withdrawal Event")

- (a) The withdrawal of a Member with the consent of a Majority of the remaining Members;
- (b) A Member becoming a Bankrupt Member;
- (c) In the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person estate;
- (d) In the case of a Member who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);
- (e) In the case of a Member that is a separate Organization other than a corporation, the dissolution and commencement of winding up of the separate Organization;
- (f) In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or
- (g) In the case of a Member which is an estate, the distribution by the fiduciary of the estate's entire interest in the limited liability company.

**Section 7.9. Rights of Dissociating Member.** In the event any Member dissociates, the Member is entitled to an amount equal to the value of the Member's Membership Interest in the Company, to be paid within 60 months of the date of dissociation. Notwithstanding the foregoing, if the dissociation is other than as a result of the death or incompetence of the Member, the Managers may pay the value of the Member's Membership Interest in the Company out over a period not to exceed 10 years, provided that the dissociating Member is entitled to participate as an Assignee in the Company until the value of such interest is paid in full. The value of the Member's Membership Interest will be calculated using a Company valuation that values the company at the lesser of 1) the average annual revenue of the preceding five years prior to dissociation, or 2) three (3) times average annual net income from the preceding five years prior to dissociation. If the dissociation is a consensual withdrawal pursuant to Section 7.8(a), then the disposition of the Member's interest is to be provided in the terms of the consent to withdraw.

## **ARTICLE VIII.**

### **BOOKS, RECORDS, AND REPORTING**

**Section 8.1. Books and Records.** The Managers shall maintain at the Company's principal place of business the following books and records:

- (a) a current list of the full name and last known business or residence address of each Member and Manager set forth in alphabetical order, together with the Membership Interest of each Member;
- (b) a copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which the Articles or any amendments thereto were executed;
- (c) copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six (6) most recent taxable years;
- (d) a copy of this Agreement and any amendments hereto, together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments hereto were executed;
- (e) copies of the Company's financial statements, if any, for the six (6) most recent fiscal years;
- (f) the books and records of the Company as they relate to its internal affairs for at least the current and past four (4) fiscal years; and
- (g) true and correct copies of all relevant documents and records indicating the amount, cost, and value of all of the property and assets of the Company.

**Section 8.2. Accounting Methods.** The books and records of the Company shall be maintained in accordance with the accounting methods utilized for federal income tax purposes. The profits and losses of the Company will be determined in accordance with accounting principles applied on a consistent basis using the GAAP method of accounting. The Company will use a Cash accounting method. It is intended that the company will elect those accounting methods which provide the greatest tax benefits.

**Section 8.3. Reports.** The Managers shall cause to be prepared and filed in a timely manner all reports and documents required by any governmental agency. The Managers shall cause to be prepared at least annually all information concerning the Company's operations that is required by the Members for the preparation of their federal and state tax returns. The Managers shall send to each Member within ninety (90) days of the conclusion of the taxable year (a) all information concerning the Company's operations necessary to the preparation of the Member's individual federal and state income tax or information returns; and (b) a copy of the Company's federal, state, and local income tax or information returns for the taxable year.

**Section 8.4. Inspection Rights.** For purposes reasonably related to their interests in the Company, all Members shall have the right to inspect and copy the books and records of the Company during normal business hours, upon reasonable request.

**Section 8.5. Bank Accounts.** The Manager shall maintain all of the funds of the Company in a bank account or accounts in the name of the Company, at a depository institution or institutions to be determined by the Manager. If the Company is unable to open a bank account due to federal restrictions on providing banking and financial services to cannabis businesses, the Managers will safely store cash in a safe or vault at all times. The Managers shall not permit the funds of the Company to be commingled in any manner with the funds or accounts of any other Person. The Managers shall have the powers enumerated in Section 5.3 with respect to endorsement of checks, drafts, or other evidence of indebtedness to the Company and signature of checks, drafts, or other evidence of indebtedness obligating the Company to pay money to a third party.

**Section 8.6. Tax Matters Member (Tax Matters Partner)** The Company designates Jason Costa as Tax Matters Member (Tax Matters Partner), as defined in Code section 6231(a)(7) [26 U.S.C.A. § 6231(a)(7)], to represent the Company, at the Company's expense, in all examinations of the Company's affairs by taxing authorities and to expend Company monies to obtain necessary professional services in connection with such examinations.

## ARTICLE IX.

### DISSOLUTION, LIQUIDATION, AND WINDING UP

**Section 9.1. Conditions Under Which Dissolution Shall Occur.** The Company shall dissolve and its affairs shall be wound up upon the happening of the first to occur of the following:

- (a) at the time specified in the Articles;
- (b) upon the vote of a supermajority (66% or greater) of Membership Interest of the Members to dissolve;
- (c) upon the entry of a decree of judicial dissolution pursuant to Corp. Code § 17351;
- (d) upon the happening of any event specified in the Articles as causing or requiring dissolution; or
- (e) upon the sale of all or substantially all of the Company's assets.

**Section 9.2. Winding Up and Dissolution.** If the Company is dissolved, the Managers shall wind up its affairs, including the selling of all of the Company's assets and the provision of written notification to all of the Company's creditors of the commencement of dissolution proceedings. On dissolution of the Company, the Managers may, in the name of and on behalf of the Company, prosecute and defend suits, whether civil, criminal or administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities, and distribute to the Members any remaining assets of the Company, all without affecting the liability of Members. The Managers shall be entitled reasonable compensation for winding up the Company's affairs.

**Section 9.3. Order of Payment.** After determining that all known debts and liabilities of the Company in the process of winding up have been paid or provided for, including, without limitation, debts and liabilities to Members who are creditors of the Company, the Manager shall distribute the remaining assets among the Members in accordance with their Membership Interest. On winding up of the Company, the assets are to be distributed as follows, in order of priority:

- (a) To creditors, including any Member who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company, whether by payment or by establishment of adequate reserves;
- (b) To Members and former Members in satisfaction of liabilities for Distributions under Sections 4.9, 6.2 or 7.9 of the Act; and
- (c) To Members in the proportions in which the Members share in Distributions in accordance with this Agreement and their respective Membership Interest.

**Section 9.4. Filing of Certificates.** Within 30 days of the dissolution of the Company, the Managers shall file a Certificate of Dissolution with the Massachusetts Secretary of the Commonwealth. The Managers will also notify the Massachusetts Cannabis Control Commission, and any other regulatory authorities required by law. After the winding up of the Company's affairs has been completed, the Managers shall file a Certificate of Cancellation of the Articles of Organization with the Secretary of the Commonwealth.

**Section 9.5. Nonrecourse to Other Members.** Except as provided by applicable law or as expressly provided in this Agreement, on dissolution, each Member will receive a return of his, her or its Capital Contribution solely from the assets of the Company. If the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return any Capital Contribution of any Member, the Member will have no recourse against any other Member.

**Section 14.6. Termination.** On completion of the dissolution, winding up, liquidation, and distribution of the assets of the Company, the Company is deemed terminated.

## **ARTICLE X.**

### **INDEMNIFICATION AND FIDUCIARY DUTIES**

**Section 10.1. Indemnification.** The Company shall indemnify any Member or Manager and may indemnify any Person to the fullest extent permitted under the Act on the date such indemnification is requested for any judgments, settlements, penalties, fines, or expenses of any kind incurred as a result of that Person's performance in the capacity of Member, Manager, officer, employee, or agent of the Company, as long as the Member, Manager or Person did not engage in acts that involve a breach of fiduciary duty. The standard of the fiduciary duty each Member and Manager owes to the Company and to its Managers and Members is that of a partner to a partnership and to its partners. A Member's or Manager's standard of conduct owed to the Company and other Members and Managers is to act in good faith to the Members and Managers, and a Member or Manager may not seek to obtain an advantage in the Company affairs by the slightest misconduct, misrepresentation, concealment, threat, or adverse pressure of any kind.

**Section 10.2. Fiduciary Duties.** Each Manager must perform his or her duties as Manager in good faith, in a manner he or she reasonably believes to be in the best Company's interests, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs the duties as Manager does not have any liability by reason of being or having been a Manager of the Company. The Manager does not, in any way, guarantee the return of the Members' Capital Contributions or a profit for the Members from the Company operations. The Manager is not liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage was the result of fraud, deceit, gross negligence, willful misconduct, or a wrongful taking by the Manager.

**ARTICLE XI.**  
**INTELLECTUAL PROPERTY RIGHTS**

**Section 11.1. Protection of Trade Secrets.** Each Member acknowledges that the customer lists, trade secrets, processes, methods, and technical information of the Company and any other matters designated by the Managers are valuable assets. Unless he or she obtains the written consent of the Managers, each Member agrees never to disclose to any individual or organization, except in authorized connection with the business of the Company, any customer list, or any name on that list, or any trade secret, process, or other matter referred to in this Section while a Member of the Company, or at any later time.

## **ARTICLE XII, MEMBER MEETINGS**

**Section 12.1. Annual Meeting.** The annual meeting of the Members will be held on each *November*, or at such other time as determined by the Managers for the purpose of the transaction of any business that may come before the meeting.

**Section 12.2. Special Meetings.** Special meetings of the Members, for any purpose or purposes, may be called by any Manager.

**Section 12.3. Meeting Place.** Meetings of the Members may be held at any place, within or outside the Commonwealth of Massachusetts for any Member meeting designated in any notice of the meeting. If no designation is made, the place of any meeting will be the Company's chief executive office.

**Section 12.4. Notice of Meetings.** Written or emailed notice stating the place, day and hour of the meeting, indicating that it is being issued by or at the direction of the person or persons calling the meeting, stating the purpose or purposes for which the meeting is called, must be delivered to each member of record no fewer than 30 nor more than 60 days before the date of the meeting.

**Section 12.5. Record Date.** For the purpose of determining the Members entitled to notice of or to vote at any meeting of Members or any adjournment of the meeting, or Members entitled to receive payment of any Distribution, or to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring Distribution is adopted, as the case may be, is the record date for making a determination. When a determination of Members entitled to vote at any meeting of Members has been made pursuant to this section, the determination applies to any adjournment of the meeting.

**Section 12.6. Quorum.** Members holding not less than a 60% of all Membership Interests, representing in person or by proxy, constitute a quorum at any meeting of Members. In the absence of a quorum at any Member meeting, a majority of the Membership Interests so represented may adjourn the meeting from time to time for a period not to exceed seven (7) days without further notice. However, if the adjournment is more than one (1) day, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting must be given to each Member of record entitled to vote at the meeting. At an adjourned meeting at which a quorum must be present or represented, any business may be transacted that might have been transacted at the meeting as originally noticed. The Members present at a meeting may continue to transact business until adjournment, notwithstanding the withdrawal during the meeting of Membership Interests whose absence results in less than a quorum being present.

**Section 12.7. Manner of Acting.** If a quorum is present at any meeting, the vote or written consent of Members holding not less than a majority of Membership Interests is the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by this Agreement.

**Section 12.8. Proxies.** At all Member meetings, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. The proxy must be filed with the Managers before or at the time of the meeting. No proxy will be valid after twelve (12) months from the date of its execution, unless otherwise provided in the proxy.

**Section 12.9. Member Action Without Meeting.** Whenever the Members are required or permitted to take any action by vote or consent, action may be taken without a meeting, without prior notice and without a vote, if written consent or consents, setting forth the action taken are signed by the Members who hold the Membership Interests, having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote at the meeting were present and voted, and are delivered to the office of the Company, its principal place of business, or a Manager, employee or agent of the Company.

**Section 12.10. Written Notice.** Every written consent must bear the date of signature of each Member who signs the consent, and no written consent is effective to take the action referred to in it unless, within thirty (30) days of the earliest dated consent delivered in the manner required by this section to the Company, written consents signed by a sufficient number of Members to take the action are delivered to the office of the Company, its principal place of business, or a Manager, employee or agent of the Company having custody of the Company records. Delivery of consents to such office or principal place of



business of Manager, employee or agent must be by hand, including messenger or other courier, or by certified or registered mail, return receipt requested.

**Section 12.11. Prompt Notice of Action.** Prompt notice of the taking of the action without a meeting by less than unanimous written consent must be given to each Member who has not consented in writing but who would have been entitled to vote on the action had the action been taken at a meeting.

**Section 12.12. Waiver of Notice.** Notice of a meeting need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the meeting's conclusion the lack of notice of that meeting, constitutes a waiver of notice by him or her.

## **ARTICLE XIII**

### **MISCELLANEOUS PROVISIONS**

**Section 13.1. Assurances.** Each Member shall execute all documents and certificates and perform all acts deemed appropriate by the Manager and the Company or required by this Agreement or the Act in connection with the formation and operation of the Company and the acquisition, holding, or operation of any property by the Company.

**Section 13.2. Complete Agreement.** This Agreement and the Articles constitute the complete and exclusive statement of the agreement among the Members with respect to the matters discussed herein and therein and they supersede all prior written or oral statements among the Members, including any prior statement, warranty, or representation.

**Section 13.3. Section Headings.** The section headings which appear throughout this Agreement are provided for convenience only and are not intended to define or limit the scope of this Agreement or the intent or subject matter of its provisions.

**Section 13.4. Binding Effect.** Subject to the provisions of this Agreement relating to the transferability of Membership interests, this Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

**Section 13.5. Interpretation.** All pronouns and common nouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the context may require. In the event that any claim is made by any Member relating to the drafting and interpretation of this Agreement, no presumption, inference, or burden of proof or persuasion shall be created or implied solely by virtue of the fact that this Agreement was drafted by or at the behest of a particular Member or his or her counsel.

**Section 13.6. Applicable Law.** Each Member agrees that all disputes arising under or in connection with this Agreement and any transactions contemplated by this Agreement shall be governed by the internal law, and not by the law of conflicts, of the Commonwealth of Massachusetts.

**Section 13.7. Jurisdiction and Venue.** Each Member agrees to submit to the exclusive jurisdiction of the federal and state courts of the Commonwealth of Massachusetts in any action arising out of a dispute under or in connection with this Agreement or any transaction contemplated by this Agreement. Each Member further agrees that personal jurisdiction may be effected upon him or her by service of process by registered or certified mail addressed as provided in Exhibit A attached hereto, and that when service is so made, it shall be as if personal service were effected within the Commonwealth of Massachusetts.

**Section 13.8. Specific Performance.** The Members acknowledge and agree that irreparable injury shall result from a breach of this Agreement and that money damages will not adequately compensate the injured party. Accordingly, in the event of a breach or a threatened breach of this Agreement, any party who may be injured shall be entitled, in addition to any other remedy which may be available, to injunctive relief to prevent or to correct the breach.

**Section 13.9. Arbitration.** Except as otherwise provided in this Agreement, any dispute arising out of this Agreement shall be submitted to the American Arbitration Association for resolution. The arbitration shall be scheduled to take place in New York, NY and all of the fees and costs of the arbitration shall be shared equally by the parties. Attorney fees may be awarded to the prevailing party at the discretion of the arbitrator, but the arbitrator shall have no power to alter or amend this Agreement or to award any relief inconsistent with the provisions herein or unavailable in a court of law.

**Section 13.10. Remedies Cumulative.** The remedies described in this Agreement are cumulative and shall not eliminate any other remedy to which a Person may be lawfully entitled.

**Section 13.11. Notices.** Any notice or other writing to be served upon the Company, the Managers or any Member thereof in connection with this Agreement shall be in writing and shall be deemed completed when delivered to the address specified in Exhibit A, if to a Member or the Managers, and to the resident agent, if to the Company. Any Member or the Manager shall have the right to change the address at which notices shall be served upon ten (10) days' written notice to the Company, the Manager and the other Members.

**Section 13.12. Amendments.** Any amendments, modifications, or alterations to this Agreement or to the Articles must be in writing and signed by all of the Members.

**Section 13.13. Severability.** Each provision of this Agreement is severable from the other provisions. If, for any reason, any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision shall have no effect on the remaining provisions of this Agreement, which shall continue in full force and effect.

**Section 13.14. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall, when taken together, constitute a single document.

**Section 13.15. Tax Consequences; Tax Classification.** The Members acknowledge that the tax consequences of each Member's investment in the Company is dependent on each Member's particular financial circumstances. Each Member will rely solely on the Member's financial and tax advisors and not the Company. The Manager and the Company make no warranties as to the tax benefits that the Members receive or will receive as a result of the Member's investment in the Company. The Members acknowledge that pursuant to the Regulations the Company shall be classified as a corporation for federal income tax purposes under the effective date of any election to change its classification on IRS Form 8832, Entity Classification Election (or any successor form thereto).

**Section 13.16. Rights of Creditors and Third Parties Under Operating Agreement, and their successors and assignees.** This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

**Section 13.17. Representations and Warranties.** Each Member represents and warrants to the Company, with respect to such Member's purchase of Membership Interests in the Company, as follows:

(a) Member is relying not on any advice from the Company or the Managers, but rather is relying solely upon the advice of independent professionals and such other material concerning the Company as Member deems appropriate including but not limited to this Agreement.

(b) Member understands that investing in the Company involves a high degree of risk, including the risk of losing all or a substantial portion of Member's Capital Contributions. Member has such financial and business knowledge and experience that Member is capable of evaluating the risks and merits of this investment, and Member has had an opportunity to ask any questions and obtain any additional information desired concerning the Company. Member also understands that no federal or state agency has either made any determination as to the fairness of the investment or has recommended it.

(c) Member is twenty-one (21) or more years of age, has sufficient resources to provide for Member's financial needs, and has no need for liquidity in this investment. Member further understands that Member must be prepared to bear the economic risk of this investment for an indefinite period of time because THE SECURITIES HAVE NOT BEEN REGISTERED UNDER FEDERAL OR STATE SECURITIES LAWS AND, THEREFORE, CANNOT BE SOLD OR TRANSFERRED UNLESS THEY ARE SUBSEQUENTLY REGISTERED OR AN EXEMPTION FROM REGISTRATION IS AVAILABLE. Subscriber also understands that all certificates evidencing Membership Interests issued will bear a legend noting these restrictions upon transfer.

(d) Member understands that the Company's reliance on an exemption pursuant to rules promulgated under the federal Securities Act of 1933, as amended (the "Securities Act") is predicated in part on the Member's representations set forth in this Agreement. Member specifically represents, warrants, acknowledges and agrees that:

(i) Member is acquiring the Membership Interests for investment for Member's own account only and not with a view to, or for resale in connection with, any "distribution" thereof within the meaning of the Securities Act; (ii) the Membership Interests constitute a "restricted security" under the Securities Act and has not been registered under the Securities Act in reliance upon a specific exemption therefrom, which exemption depends upon, among other things, the bona fide nature of Member's investment intent as expressed herein (in this connection, Member understands that, in the view of the Securities and Exchange Commission, the statutory basis for such exemption may be unavailable if Member's representation was predicated solely upon a present intention to hold the Membership Interests for the minimum capital gains period specified under tax statutes, for a deferred sale, for or until an increase or decrease in the market price of the Membership Interests, or for a period of one year or any other fixed period in the future) and (iii) the Membership Interests must be held indefinitely unless it is subsequently registered under the Securities Act or an exemption from such registration is available and that the Company is under no obligation to register the Membership Interests.

(e) Member understands that US federal law currently prohibits cannabis cultivation, possession and sale. Federal illegality of cannabis does not constitute ground for, or defense of, any claim emerging from this operating agreement. Members forfeit the right to attempt to claim this defense, or to use it as the basis for any claims against the Company or its Managers.

(f) Each Member, and in the case of an organization, the person(s) executing the Agreement on the organization's behalf, represents and warrants to the Company and each other Member and Manager that:


(1) if that Member is an organization, it is duly organized, validly existing, and in good standing under the law of its state of organization, and has full organizational power to execute and agree to the Agreement to perform its obligations under the Agreement;

(2) the Member is acquiring its interest in the Company for the Member's own account as an investment and without intent to distribute the interest; and

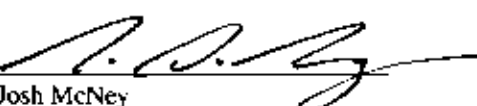
(3) the Member acknowledges that the interests have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by the Member without appropriate registration or the availability of an exemption from those requirements.

**Section 13.18. Managers Mediation.** In the event that the Managers are unable to reach consensus on an existential business issue, or have irreconcilable differences over the operation or management of the Company, the Managers will submit to a binding confidential mediation to be held in the State of Hawaii and conducted by a mutually agreed to mediator. All provisions of this Agreement, including confidentiality provisions, will be binding up through the end of this mediation process. Costs of the mediation will be borne equally by all Managers.

IN WITNESS WHEREOF, all of the Members of Keystone Bluff, LLC, a Massachusetts Limited Liability Company, have executed or caused to be executed this Agreement, effective as of the date set forth at the commencement of the document.

  
\_\_\_\_\_  
Jason W. Costa

  
\_\_\_\_\_  
Justin Fortanascio

  
\_\_\_\_\_  
Josh McNey

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**EXHIBIT A**

**MEMBERS AND MANAGER OF KEYSTONE BLUFF, L.L.C AS OF OCTOBER 25, 2018**

<b>Name</b>	<b>Spouse's Name</b>	<b>Membership Interest</b>
Jason Costa	N/A	20%
Justin Fortanascio	N/A	20%
Josh McNey	N/A	20%

**MANAGERS' NAMES AND ADDRESSES**

Jason Costa, CEO  
83 Chester Road, Box 451  
Middlefield, MA 01243

Justin Fortanascio, COO  
83 Chester Road, Box 451  
Middlefield, MA 01243

Josh McNey, CSO  
83 Chester Road, Box 451  
Middlefield, MA 01243

**Exhibit B*****Managing members' allocations:***

<b>No. of Shares</b>	<b>Managing Members' Ownership (Shares)</b>	<b>(%)</b>
Founder 1 (CEO) Jason Costa	20,000	20%
Founder 2 (COO) Justin Fortanascio	20,000	20%
Founder 3 (CSO) Josh McNey	20,000	20%

***Additional members allocations:***

<b>No. of Shares</b>	<b>Additional Ownership (Shares)</b>	<b>(%)</b>
Available Pool for Employee Options	5,000	5%
Available Pool for Outside Investors	35,000	35%
<b>Total</b>	<b>100,000</b>	<b>100%</b>



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

mass.gov/dor

Letter ID: L1374106240  
Notice Date: October 15, 2018  
Case ID: 0-000-607-095



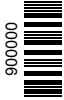
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## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

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KEYSTONE BLUFF, LLC  
241 HIGHWAY 20  
CHESTER MA 01011

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

The Commissioner of Revenue certifies that, as of the date of this certificate, KEYSTONE BLUFF, 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](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

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Edward W. Coyle, Jr., Chief  
Collections Bureau





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

William Francis Galvin  
Secretary of the  
Commonwealth

October 22, 2018

TO WHOM IT MAY CONCERN:

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

**KEYSTONE BLUFF, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 19, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; 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: **JUSTIN FORTANASCIO, JASON COSTA, JOSHUA STEWART MCNEY**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JUSTIN FORTANASCIO, JASON COSTA, JOSHUA STEWART MCNEY**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JUSTIN FORTANASCIO, JASON COSTA, JOSHUA STEWART MCNEY**

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



CONFIDENTIAL

# KEYSTONE BLUFF, LLC

MBN281450

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Dispensing, Business-to-Business (B2B)

Address: 241 Highway 20 / Chester, MA / 01011

Point of Contact: Jason Costa / [jason@keystonebluff.com](mailto:jason@keystonebluff.com) / +1 (413) 961-9488

# DISPENSING B2B MANUAL

## Table of Contents

- 1.0 **Introduction**
- 1.1 **Goals**
- 2.0 **Scope**
- 3.0 **Policies and Procedures**
  - Required Contracts**
  - Coordination of Security Procedures**
  - Execution of Sales**

### 1.0 **Introduction**

Keystone Bluff's Dispensing Manual describes the custody controls we use to ensure regulatory compliance whenever we dispense wholesale products to licensed Marijuana Establishments.

### 1.1 **Goals**

Keystone Bluff hopes to minimize transactional friction with our wholesale customers while still meeting the procedural and accounting requirements associated with transferring custody of our products.

### 2.0 **Scope**

Our Dispensing plan requires a team effort and an inter-departmental approach. This policy applies equally to all Employees of Keystone Bluff including: executives, management, part-time and full-time staff, as well as any on-site consultants, interns, volunteers or other paid or unpaid positions.

Specific staff member duties with regard to Dispensing operations are the purview of the farm's COO who will ensure that day-to-day Dispensing operations of the business are conducted in a consistent and compliant manner.

### 3.0 **Policies and Procedures**

#### **Required Contracts**

Before the transfer of any product to a licensed Marijuana Establishment, Keystone Bluff will negotiate appropriate purchase order and sale agreements. Agreements may include, Term of Agreement, Territory Exclusivity, Purchasing

Establishment's Duties, Producer's Duties, Purchase Price, Dispensary Wholesale Price, Suggested Retail Price, Retail Display, Collection / Payment Terms, Performance Expectations, Termination Clauses, Product Liability, Return Policy, Insurance Requirements, Reporting Requirements, Transportation Liability, and Product Guarantees.

### **Coordination of Security Procedures**

Prior to the transfer of any products, the CSO will coordinate with recipients and verify the delivery and transfer schedule and protocol.

### **Execution of Sales**

In accordance with Keystone Bluff Security Policies and Transportation Policies, all transfer manifests will be prepared in Metrc. Before any transfer is executed, Keystone Bluff employees will conduct ID verification.

CONFIDENTIAL

# KEYSTONE BLUFF, LLC

MBN281450

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Diversity & Inclusion

Address: 241 Highway 20 / Chester, MA / 01011

Point of Contact: Jason Costa / [jason@keystonebluff.com](mailto:jason@keystonebluff.com) / +1 (413) 961-9488

# DIVERSITY & INCLUSION

## Table of Contents

- 1.0 **Introduction**
- 2.0 **Goals, Programs, and Timelines**
- 3.0 **Measurement**
- 4.0 **Acknowledgements**
- 5.0 **Appendix**

### 1.0 **Introduction**

Keystone Bluff understands the value of diversity and inclusion. We are proud to be an LGBT-owned and veteran-owned business. And we seek to be a workplace that truly celebrates diverse perspectives and advances the cause of equity. Our diversity and inclusion efforts are a cornerstone of our commitment to provide meaningful participation to communities disproportionately affected by cannabis prohibition and enforcement, and to promote equity, especially among the following qualified demographics:

1. Minorities
2. Women
3. Veterans
4. People with Disabilities
5. LGBTQ+

### 2.0 **Goals, Programs, and Timelines**

In devising our diversity and inclusion goals, we have adopted a model that we believe will echo and amplify our values and the intentions of the Social Equity Program. Our Programs intend to target the five qualified demographic categories mentioned above. To improve our chances of attracting demographically diverse candidates, we will proactively seek out referrals and resources from professional organizations representing each of the qualified demographically diverse groups listed above. We will utilize resources including job fairs, networking events, local Chambers of Commerce, online professional websites and other resources to help identify and target qualified demographically diverse employees, contractors and business partners.

1. **Goal:** Excel at contracting or otherwise doing business with businesses owned by demographically diverse individuals, as listed above. Our goal is to have 33% of our business contractors or partners be owned by demographically diverse individuals. Taking into account that business contractors or partners may fall into multiple diverse categories, our goal is to meet or exceed 20% Minorities, 20% Women, 5% Veterans, 5% People with Disabilities, and 10% LGBTQ+.
  - a. **Program: Contracting Equity** - Executives and procurement managers to receive training and resources to encourage contracting with businesses owned by diverse individuals. Procurement and hiring managers will be required to fulfill requests for proposals and bids with a focus on attracting and retaining businesses and contractors owned by diverse individuals, specifically those who identify demographically as above.
    - i. Original bid amounts from qualified, diverse businesses will be discounted by 10% for purposes of evaluating the low responsive bid. The discounted

bid amount will be used in the evaluation process of awarding to the low responsive, responsible bidder. The original bid amount will be the basis for contract award.

- ii. Original bid amounts from qualified, diverse businesses and non-qualified businesses will be discounted by 5% for the purposes of evaluating the low responsive bid IF the Prime Contractor engages two or more qualified, diverse Subcontractors.
  - b. **Measurement:** Executives will collect demographic information from all prospective vendors. Priority consideration is to be given to vendors who meet the demographic criteria stipulated above. CEO to prepare an annual report for the CCC and members of Keystone Bluff, LLC to include a narrative account of the impact of this program, a YTD reconciliation of vendor demographics, contract award amounts, and any additional Diversity and Inclusion data as required by the CCC.
2. **Goal:** Excel at attracting, promoting, and retaining employees, managers, and executives from demographically diverse backgrounds, as listed above. Our goal is to have at least 50% of our employees come from demographically diverse backgrounds. Taking into account that employees may fall into multiple diverse categories, our goal is to reach a workforce that is comprised of at least 20% Minorities, 33% Women, 5% Veterans, 5% People with Disabilities, and 10% LGBTQ+.
- a. **Program: Employee Equity** - Executives and hiring managers to receive training and resources to encourage recruiting diverse individuals and giving them the tools for their success. Hiring managers will be required to conduct their roles with an emphasis on developing our workforce to include those who identify demographically as above. Additional consideration will be given to diverse candidates who also reside in a designated area of disproportionate impact.
    - i. Participate in at least one job fair or host a hiring event targeting diverse applicants, when positions are available.
    - ii. Host or co-host a public cannabis-related training event aimed at encouraging participation from the above demographics.
    - iii. Designate a Diversity Coordinator, reporting to the CEO, to coordinate ongoing training, implementation, partnerships and to adopt a small business diversity and inclusion framework that will help us strengthen our business by tapping into the richness of diverse perspectives.
    - iv. As a benefit of full-time employment, all non-executive employees will have the potential to own Membership Interest (equity) in Keystone Bluff, LLC after three years of working with the company. We have currently set aside up to 9% of the Membership Interest in an open pool for future employees.
  - b. **Measurement:** Executives will collect demographic information from all prospective employees, managers and executives. Priority consideration is to be given to individuals who meet the demographic criteria stipulated above. CEO to prepare an annual report for the CCC to include a narrative account of the impact of this program, a YTD reconciliation of applicant and employee demographics, program milestones, and any accompanying Diversity and Inclusion data as required by the CCC.

3. **Goal:** Provide access for and assistance to individuals falling into the above-listed demographics to achieve their goal of entering the adult-use cannabis industry. Specifically, to reach this goal we intend to target 25% Minorities, 51% Women, 5% Veterans, 8% People with Disabilities, and 10% LGBTQ+.
  - a. **Program: Equity Partnerships** - Partner with like-minded organizations and contribute to enabling equitable participation in the cannabis industry. Work with them to present training and employment opportunities to their constituents.
    - i. Each executive to dedicate at least 20 hours per year toward partnership efforts with qualified outside organizations.
      1. We have identified Massachusetts Recreational Consumer Council as one partner organization we will be working with in this area.
    - ii. Organize or co-host a minimum of two networking and training events in Western Massachusetts. Create relevant training and/or presentation materials.
    - iii. We want to actively engage with the community. Executives are expected to attend and engage in a minimum of one local event(s) that are focused on promoting equity and diversity in the legal industry (e.g., the Pioneer Valley Cannabis Industry Summit in Holyoke).
  - c. **Measurement:** Each executive will track their annual hours and submit an annual summary of their activity to the CEO. Reporting will include a narrative of activities, accounting detail (including donations), training headcounts, and any additional information that will inform our understanding of the efficacy of our programs or participation. The CEO will prepare an annual report for the CCC to include a narrative account of the impact of this program, program milestones, quantitative and qualitative information and feedback, and any accompanying Diversity and Inclusion data as required by the CCC.

### 3.0 Measurement

One month prior to our annual license renewal review, Keystone Bluff's CEO will prepare an annual diversity progress report that will be provided to the CCC. The report will be used to demonstrate whether the identified programs in this plan led to measurable success in achieving our stated goals. Data sources and methods of collection are both quantitative and qualitative and include correspondence, timekeeping logs, meeting minutes, training materials, surveys, and reports when applicable. Our approach to measurement will consider six primary metrics:

1. Recruitment – Applicant data will be preserved such that candidate attributes and the resulting hiring decisions can be tracked and reviewed annually by the CEO.
2. Training – Training hours and subject matter will be recorded in each employee record book. These training records will be tracked and reviewed annually by the CEO.
3. External Diversity – Diverse client, vendor and contractor relationships as a percentage of all our business relationships will be tracked. In addition to raw counts, the CEO shall calculate these relationships, weighted according to their share of our aggregate costs.
4. Advancement – Data on internal promotions will be preserved such that candidate attributes and the resulting promotion decisions can be tracked and reviewed annually.
5. Partnerships -- Information about our collaboration with outside organizations dedicated to promoting diversity, inclusion and social equity.



6. Culture Metrics – The CEO will use the Great Places to Work Institute’s Culture Audit as the template for conducting an annual culture survey.

#### 4.0 **Acknowledgements**

- Any outside organizations named in this plan have been contacted and can either receive the donation we plan on making, or will work with the Keystone Bluff in the furthering of its goals. See attached letter from Massachusetts Recreational Consumer Council.
- Keystone Bluff will adhere to all 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 by Keystone Bluff will not violate the CCC’s regulations with respect to limitations on ownership or control or other applicable state laws.

Re: RFI Notice-MBN281450 / March 28, 2019  
Additional Information  
Management and Operations Profile Packet

Question: 3. Maintenance of Financial Records Procedures. 935 CMR 500.101(1)(c); 935 CMR 500.101(2)(e) (required)

COMPLIANT  MORE INFORMATION REQUIRED  N/A

Notes: Your plan is not substantially compliant with the Commission's regulations. The following have not been included in your summary of this requirement:

- Prohibition of software/methods that manipulate sales data 935 CMR 500.140(6)(c);
- Retailer requirement to conduct monthly sales equipment/data software checks; Reporting requirements for discovery of software manipulation 935 CMR 500.140(6)(d);
- Separate accounting practices for marijuana and non-marijuana sales 935 CMR 500.140(6)(f);
- Colocated retailer/medical center to provide bi-annual sales data report for purposes of ensuring adequate marijuana supply 935 CMR 500.140(6)(h)

Keystone Bluff's "Maintaining of Financial Records" is hereby amended to include:

- Prohibition of software/methods that manipulate sales data 935 CMR 500.140(6)(c);

Keystone Bluff prohibits the use of any software and/or methods that manipulate sales data. All accounting and sales information will be tracked in METRC, and will also be tracked simultaneously in Quickbooks.

- Retailer requirement to conduct monthly sales equipment/data software checks; Reporting requirements for discovery of software manipulation 935 CMR 500.140(6)(d);

As a Microbusiness this does not apply to Keystone Bluff. If deemed applicable, any sales equipment or sales data software (e.g. Sales Recording Modules, POS, computers, and software) will be monitored and checked monthly for manipulation, e.g. Installation of unauthorized software, malware, or hardware; Unauthorized user access and logins to computers, software, and/ or data, and manipulation contrary to the designed and normal operational purpose for the component. Keystone Bluff will maintain records that it has performed the monthly analysis and produce it upon request to the Commission.

If manipulation is discovered, Keystone Bluff shall 1) immediately disclose the information to the Commission; 2) cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3) take such other action directed by the Commission to comply.

- Separate accounting practices for marijuana and non-marijuana sales 935 CMR 500.140(6)(f);

Sales of cannabis and non-cannabis products will be accounted for separately and tagged appropriately. In Keystone Bluff's accounting system (Quickbooks), all revenue will be categorized as either cannabis or non-cannabis product. At all times, Keystone Bluff will maintain the capability to provide accurate cannabis sales information and live totals, separate and distinct from non-cannabis sales information.

- Colocated retailer/medical center to provide bi-annual sales data report for purposes of ensuring adequate marijuana supply 935 CMR 500.140(6)(h).

Keystone Bluff will not operate a co-located retail medical center. As required, Keystone Bluff will make provide bi-annual sales data reporting for the purposing of ensuring adequate marijuana supply under 935 CMR 500.140(6)(h).

CONFIDENTIAL

# KEYSTONE BLUFF, LLC

MBN281450

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Personnel Policies

Address: 241 Highway 20 / Chester, MA / 01011

Point of Contact: Jason Costa / [jason@keystonebluff.com](mailto:jason@keystonebluff.com) / +1 (413) 961-9488

## **Welcome Letter**

Welcome to the Keystone Bluff family! Our goal is to be the premier producer of organic, sustainably-grown cannabis in the Commonwealth. This employee handbook was created to help you understand how Keystone Bluff operates. Please read this manual and discuss any questions you have with your supervisor.

We value our team members. Whether you are a full-time employee, part-time, a seasonal worker or contractor, you are part of the Keystone Bluff family. Our goal is to create long-term relationships and partnerships with all of our team members. We want to be invested in your growth, and we want you to be invested in ours.

Once again, welcome! We are proud to have you on the team.

Cheers,

Jason, Justin and Josh

Legal Disclaimer: This manual is not an employment contract and does not guarantee employment for any amount of time or on any specific terms. "Employee" refers to any full-time or part-time worker, seasonal worker, contractor, volunteer, investor or executive. All Keystone Bluff employees are employed "at will."

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## 1.0 Introduction

Keystone Bluff was incorporated in April 2018 in Massachusetts, and is among the first prospective adult-use cannabis businesses in the Hilltowns. Keystone Bluff will cultivate, process, manufacture and sell high-quality, sustainably grown cannabis and cannabis-based products. We strive to exemplify cutting-edge best practices in organic and natural farming, waste management, water use, sustainability and social responsibility.

### Vision

Keystone Bluff aspires to be a pioneer in sustainable cannabis cultivation in the Commonwealth of Massachusetts. Our vision is to become one of the leading craft producers of organic, sustainably-grown cannabis in New England. Our goal is to be a model for the economic rewards of regenerative farming, and the positive social and medicinal benefits of cannabis cultivation and responsible adult use.

### Mission

KB will cultivate and sell the highest quality organic cannabis and cannabis extracts, using best practices in cultivation, processing and manufacturing. We are dedicated to creating a model partnership with our local community, by supporting local businesses, hiring locally, and generously donating to charities and local foundations that share our passion for education, economic development, social justice, historic preservation and environmental conservation in our region.

## 2.0 Current Operations

Keystone Bluff operates a small, state-of-the-art cannabis cultivation, processing and manufacturing facility at 421 Route 20 in Chester, MA. Our environmentally friendly facility has approximately 1,000 square feet of active canopy, which produces approximately 15 pounds of premium dried cannabis flowers (or equivalent) per month, plus an additional 5+ pounds of small flowers and high quality trim. Much of this product is further processed into a concentrated form of cannabis extract called resin, using simple heat and pressure. We use 100% organic ingredients to create sustainably grown cannabis of the highest quality.

## 3.0 Policies and Procedures

**Background Checks** Prior to starting work at Keystone Bluff, all new board members, directors, employees, executives, managers, and volunteers must pass a comprehensive background check that confirms compliance with the following:

1. Applicant must be 21 years of age or older, with proper ID;
2. Applicant must not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Applicant must be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

New employees must submit an application for registration as a marijuana establishment agent that includes:

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the CCC;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
  - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
  - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  - d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
  - e. Any other information required by the CCC.

Finally, each new employee must submit information to Keystone Bluff to provide to the CCC a Massachusetts Criminal Offender Record Information (CORI) report and any other background check information required by the CCC.

**Days and Hours of Work** We work every day of the week, with full operations on weekdays and reduced operations on Saturday and Sunday. Normal hours of operation are 10AM - 6PM. Regardless of when you arrive, you must be ready to work by 10AM each day. It is not acceptable to arrive by 10AM if you are not ready to work at 10AM. Employees who are frequently tardy may be subject to discipline.



Our cultivation operations are based around plant life cycles, which means that we will occasionally be working beyond the normal 10-6 hours, and occasionally even around-the-clock. Your supervisor will tell you by the end of the day if the following workday will begin earlier than 10AM.

Work ends at 6PM each workday. Please complete tasks such that all tools are put away and the work area is clean before leaving for the day. Compost must be removed to the compost area. Tools must be cleaned and put back where they belong at the end of each day. The entire facility, including the outside fenced enclosure, must be returned to a swept, organized state at the end of each day. Each employee is responsible to keep clutter from accumulating around the facility.

Some tasks are time sensitive, and your supervisor may require that you remain to finish the task. If for any reason, you must leave immediately at 6PM, please let your supervisor know before the lunch break concludes. The lunch period is 60 minutes long and the precise time will be set by the supervisor, as fits the day's tasks. One 15 minute break may be taken in the morning and in the afternoon, with the precise time of the break to be approved by the supervisor, as fits the day's tasks.

If you work more than 40 hours in a calendar week, and are eligible to receive overtime, you must receive approval from your supervisor before working overtime hours. Hourly employees earn 150% of their standard hourly rate for overtime hours.

Your supervisor will provide you with a timecard. Timecards must be submitted before close of business on Fridays. If timecards are not received on time, it may delay payment of wages for that time period.

**Payroll** Employees are paid on the 1st and 15th of each month. Payroll checks are sealed in envelopes and placed in the card box by the time clock at around 3pm. If you are absent on payday and you wish to have someone pick up your check, you must send your written permission with the individual or the check will not be released.

**Timecards** Your time card must be maintained on a daily basis. Time cards are kept by the desk in the office. Record your starting time according to the clock by the desk. Clock out for any meal period longer than 1 hour, and record your leaving time at the end of the day. Never record someone else's time worked or ask anyone else to record yours. If you forget to record the time you worked, take it to your supervisor for their initials. If your time card is incorrect or incomplete, your timecard may not be processed and your payroll check may be delayed.

**Vacation and Paid Time Off** All full-time employees start with 15 days of paid time off (PTO) per calendar year. PTO days can be used as vacation, sick days or personal days. After one year of full-time employment, the PTO allowance increases to 20 days per year. After three years of full-time employment, the PTO allowance increases to 25 days per year. If an employee begins working at Keystone Bluff mid-year, their PTO allowance will be pro-rated for the first year.

Employees are strongly encouraged to take all of their PTO days. At the end of each calendar year, employees may “roll over” up to 5 days of PTO. Any additional PTO time above 5 days cannot be rolled over to the next year. We encourage you to USE your PTO -- don't lose it!

Upon termination of employment, team members will be paid out for any PTO days they have accrued.

Keystone Bluff will be closed in observance of the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- President's Day
- Memorial Day
- July 4th
- Labor Day
- Veterans Day
- Thanksgiving Day +1
- Christmas Day

Employees experiencing a medical or family emergency may request unpaid personal leave from their supervisor, which will be granted at the company's discretion. If an employee becomes ill or unable to work, the employee must notify their supervisor at least one hour before their start time for that day.

**Attendance Policy** Employees who arrive late to work two or more times within a 30 day period may be subject to disciplinary action or dismissal. An employee who is absent from work and does not notify their manager for three consecutive days may be considered to have resigned voluntarily.

**Inclement Weather** Excess rain, snow, icy conditions, high winds, extreme temperatures and other inclement weather patterns are a regular occurrence in Western Massachusetts. As such, inclement weather is not, by itself, a reason to stop work. However, the safety of workers is our priority.

If it is unsafe to commute to work, team members should notify their supervisor as soon as possible. If an extreme high or low temperature is predicted, we will alter our work schedule to minimize or eliminate any work tasks that would be unsafe under those conditions.

**Benefits** Keystone Bluff does not currently offer health insurance, profit sharing, educational assistance or other benefits to its full-time employees. As our company grows, we hope to be able to offer these benefits in the future.

**Training** Prior to performing any work at Keystone Bluff, you must complete at least 8 hours of training that is specific to your job function. This training will cover the roles and responsibilities of the specific job function you are expected to perform at Keystone Bluff, as well as general operations, safety and security on the job.

Within 30 days of hire (or for contract workers, 30 days from start of contract), you must complete a state-licensed Responsible Vendor Training program through an outside provider. Keystone Bluff pays for this training, and your supervisor will provide additional details on where to receive this training. If you do not complete Responsible Vendor Training within 30 days of hire, you will not be permitted to continue working until the training is complete.

In addition, every employee is required to complete 8 hours of on-going training annually. Your supervisor will provide additional details on training resources and scheduling.

**Policies for Immediate Dismissal** Keystone Bluff has a zero tolerance policy for the following infractions:

- Any theft or diversion of cannabis, which shall be reported to local law enforcement officials and to the Cannabis Control Commission
- Engaging in any unsafe practices with regard to operations at Keystone Bluff, which shall be reported to the Cannabis Control Commission
- Conviction, 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.
- Conviction, guilty plea, plea of nolo contendere or admission to sufficient facts of a violent felony offense 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.

**No Tolerance of Harassment** Keystone Bluff has adopted a zero-tolerance policy toward discrimination and all forms of unlawful harassment, including but not limited to sexual harassment. This zero tolerance policy means that no form of unlawful discriminatory or harassing conduct by or towards any employee, member, vendor, or other person in our workplace or job sites will be tolerated. Keystone Bluff is committed to enforcing its policy at all levels within the company. Any officer, director, manager, supervisor, or employee who engages in prohibited discrimination or harassment will be subject to discipline, up to and including immediate discharge from employment or removal from leadership.

This policy applies to and prohibits all forms of illegal harassment and discrimination, not only sexual harassment. Accordingly, Keystone Bluff absolutely prohibits harassment or discrimination based on sex, age, disability, perceived disability, marital status, personal appearance, sexual orientation, race, ethnicity, skin color, religion, national origin, veteran status or any other legally protected characteristic.

Because confusion often arises concerning the meaning of sexual harassment in particular, it deserves special mention. Sexual harassment may take many forms, including the following:

- Offensive and unwelcome sexual invitations, whether or not the employee submits to the invitation, and particularly when a spoken or implied quid pro quo for sexual favors is a benefit of employment or continued employment;
- Offensive and unwelcome conduct of a sexual nature, including sexually graphic spoken comments; offensive comments transmitted by e-mail or another messaging system; offensive or suggestive images or graphics whether physically present in the workplace or accessed over the Internet; or the possession of or use of sexually suggestive objects; and offensive and unwelcome physical contact of a sexual nature, including the touching of another's body; the touching or display of one's own body, or any similar contact.

Employees are particularly cautioned that the use of e-mail, voice mail, or other electronic messaging systems, or the Internet, may give rise to liability for harassment. Employees may not generate, should not receive, and must not forward, any message or graphic that might be taken as offensive based on sex, gender, or other protected characteristic. This includes, for example, the generation or forwarding of offensive "humor" which contains offensive terms. Employees receiving offensive messages over Keystone Bluff's computer equipment and email, or receiving other unlawfully offensive messages or graphics over the company's computer equipment and email, should report those messages to their supervisor or other appropriate manager. Employees are reminded that the company's computers and the data generated on, stored in, or transmitted to or from the company's computers remain the property of the company for all purposes. Keystone Bluff retains the right to monitor its computers, email accounts, computer systems, and networks to ensure compliance with this requirement.

Any Keystone Bluff employee who believes that she or he has been subjected to unlawful harassment of any kind has the responsibility to report the harassment immediately to her or his supervisor. If the employee is uncomfortable reporting the harassment to her or his immediate supervisor (whether because the supervisor has committed the harassment, or for any other reason whatsoever), the employee must report the harassment to the next higher level of management above the immediate supervisor or, if the employee prefers, to the CEO or COO. Keystone Bluff is committed to taking all reasonable steps to prevent harassment, and will make every reasonable effort to promptly and completely to address and correct any harassment that may occur. However, the company cannot take prompt and effective remedial action unless each employee assumes the responsibility of reporting any incident of harassment immediately to an appropriate supervisory employee. Every report of harassment will be investigated promptly and impartially, with every effort to maintain employee confidentiality.

No Keystone Bluff employee will be retaliated against for reporting harassment. This no-retaliation policy applies whether a good faith complaint of harassment is well founded or ultimately determined to be unfounded. No company officer, director, manager or supervisor is authorized, or permitted, to retaliate or to take any adverse employment action whatsoever against anyone for reporting unlawful harassment, or for opposing any other discriminatory practice in the workplace.

**Alcohol, Drugs and Smoking** To provide all employees with a safe, healthy, and secure workplace, all employees are expected work in an unimpaired, alert physical and mental condition. To help meet this goal, Keystone Bluff prohibits the use or possession of non-medical cannabis, alcoholic beverages, and any illegal drugs on company property during working hours.

Smoking is prohibited in company vehicles and on company grounds, with the exception that employees may use tobacco during lunch and break times, on the south end of the outdoor fenced enclosure. Employees must dispose of butts in the garbage and wash hands before returning to work.

**Workplace Safety** Keystone Bluff requires that all employees perform work duties and conduct themselves in a safe manner. At all times, employees must be conscious of fellow employees and company guests and must not act in a way that places others in potential danger. As a general rule, employees should wear Keystone Bluff uniforms, head-coverings and gloves while performing tasks. Eye protection must be worn at all times when working in lighted grow rooms. Employees may not operate any machinery without first being trained in proper operation, including the use of personal protective gear. When operating machinery, proper safety equipment must be worn. Eye protection must be worn along with gloves and ear protection, if needed.

**Cell Phones** Cell phone usage, either for online, text, or telephone purposes, is not permitted during work hours with the exception of the lunch break and as permitted by supervisors. Employees may carry their cell phone for emergencies, only. Employees are never permitted to make video or audio recordings, or to take photographs of the company property and premises.

**Dress Code and Personal Hygiene** Keystone Bluff's cultivation and manufacturing facilities are required to stay as clean as possible, and our employees must maintain a similar level of personal hygiene and cleanliness. We always are concerned with the impression we make on others as representatives of Keystone Bluff. In accordance with this concern, employees should strive at all times to ensure that their clothing, appearance and hygiene are businesslike and contribute to a pleasant office atmosphere for both co-workers and visitors. Employees are encouraged to consult with their supervisor whenever necessary regarding what is acceptable for their work area.

Employees must wear their company uniform at all times while at work. Unless otherwise specified, this includes appropriate footwear, PPE, hair protection and uniform clothing items.

**Housekeeping** Keep personal items in your locker during working hours. If you wish to keep your locker locked, you must provide your own lock. Please be aware that Keystone Bluff is obligated to be a nuisance-free operation, and we must present a friendly and attractive image to our neighbors at all times. If you see a piece of trash, pick it up. Take pride in keeping KB's facility as clean and organized as possible.

**You and Your Supervisor** We strive to create an efficient and respectful management system at Keystone Bluff. To help us meet that goal, we have three C-level management

positions - the Chief Executive Officer, Chief Operating Officer, and Chief Security. If you are unsure who your supervisor is, ask the individual who provided you with this HR Manual.

Your relationship with your supervisor is an important one. You may expect your supervisor to provide you with the right tools and equipment and to teach you how to properly perform your tasks. In return, your supervisor will expect you to work efficiently, to follow their instruction, and to work to the best of your ability. To create an effective system for addressing concerns or complaints, please go to your supervisor as soon as you anticipate a problem. Only if your supervisor does not address your concern, or if you feel someone's safety is threatened, should you take the issue to the CEO or COO.

We want you to be happy working with us and we encourage you to discuss issues with your supervisor readily. It is natural to discuss problems with coworkers but do not allow problems to fester. If the issue is not brought to a supervisor, we cannot correct the problem. If you have ideas for improving operations, your supervisors would like to hear them as well.

**Outside Employment or Entrepreneurship** Employees may work other positions or work on their own farm operations or businesses so long as outside employment does not:

- Interfere with the performance of the employee's performance of job duties and availability for extended work hours, as may become necessary.
- Increase the potential for the transfer of disease, pests or microbes to KB's facility.

Employees may not use Keystone Bluff equipment, supplies, or materials for outside employment (including self-employment) without the advance permission of the CEO or COO.

**Privacy and Confidentiality** Keystone Bluff places a priority on privacy and confidentiality, including the privacy of its employees' confidential information. In the course of your work at or with Keystone Bluff, you may receive and handle personal and private information about clients, partners and our company. This information must be kept confidential, and as a general rule, you should never share any information about your work at Keystone Bluff. This includes but is not limited to cultivation, manufacturing, and security operations, business operations, financial information, client information, client lists and other sensitive information. This policy affects all employees, board members, investors, contractors and volunteers, who may have access to confidential information.

When applicable, please do the following:

- Lock or secure confidential information at all times
- Only view confidential information on secure devices
- Only disclose information to other employees when it's necessary and authorized
- Keep confidential documents inside company premises unless it's absolutely necessary to move them

You are prohibited from:

- Using confidential information for any personal benefit or profit
- Disclosing confidential information to anyone outside of our company
- Replicating confidential documents and files and storing them on insecure devices
- At the end of your employment, you are required to return any confidential files and, if applicable, delete them from your devices

Exceptions to privacy policy

Confidential information may occasionally have to be disclosed for legitimate reasons. Examples include but are not limited to:

- If a regulatory body, law enforcement agency, or other licensed authority requests information as part of an investigation or audit
- If our company examines a venture or partnership that requires disclosing some information (within legal boundaries)

In such cases, employees involved should document their disclosure procedure and collect all needed authorizations. Any information or records requests from law enforcement or the Cannabis Control Commission should be immediately reported to your supervisor.

Employees who don't respect our confidentiality policy will face disciplinary and, possibly, legal action. Any employee who willfully or regularly breaches our confidentiality guidelines will be immediately dismissed. We may also punish any unintentional breach of this policy depending on its frequency and seriousness. Employees who repeatedly disregard this policy -- even when they do so unintentionally -- will be dismissed.

This policy is binding even after separation of employment.

## **Employee Reviews**

Employees will receive a review 30 days and 90 days after their initial date of hire. After this initial onboarding period, we conduct annual performance reviews. During these reviews, your manager will fill out your performance evaluation report and arrange a meeting with you to discuss your review. Through these discussions, managers aim to:

- Recognize employees who are good at their jobs
- Talk about career moves and employee motivations
- Identify areas of improvement

During the meeting to discuss the review, employees and supervisors are encouraged to have candid discussions about these issues. If an employee feels that a review is inaccurate, this is the forum in which to discuss it.

## **Investigations of Alleged Wrongdoing**

Employees will receive reasonable notice that Keystone Bluff may subject personal items to search. Items and areas will be subject to search at any time at the discretion of company management, with or without the presence of the affected employees. This includes all areas of the facility including common areas, all work areas, equipment, furniture, lockers, anything the employee brings onto the premises, and any personal vehicles parked on company property.

## **Disciplinary Procedures**

If an employee violates any obligation stated in this manual or violates any additional instruction from a supervisor, the employee may be subject to discipline. The disciplinary procedure is as follows:

1. The supervisor will prepare a written disciplinary notice and submit the notice to the COO and the employee.
2. The employee will then have an opportunity to submit a written response to the disciplinary notice. This is the employee's opportunity to present any extenuating circumstances or differences in opinion.
3. The COO will issue the final disciplinary record, after an investigation as may be necessary. The disciplinary record will include clear instructions as to how additional incidences should be prevented.
4. The supervisor and employee will sign the record, but if the employee refuses to sign, a note will be made in the record. If an employee receives two disciplinary records, the employee may be terminated at the discretion of the company. A written notice of termination will be delivered to the employee, describing the reason for the termination.

Some violations are so egregious that immediate termination may result. These violations include, but are not limited to, theft or diversion, harassment, violations of the drug and alcohol policy or the safety policy (and any safety instructions delivered during training).

**Termination** Employees resigning employment are asked to submit two weeks notice to their supervisor. Your supervisor will request to schedule an exit interview, and we appreciate your cooperation in helping us understand your reasons for leaving. Before delivering your final paycheck, the company must receive any Keystone Bluff property in the possession of the employee, including keys, locks, tools, machinery, technology, and electronic or paper files and mail.

Our privacy policy and any confidentiality or non-disclosure agreements remain in effect after your employment has terminated. Any violation of confidentiality, privacy or non-disclosure agreements will be treated as a serious infraction, and will be pursued to the full extent allowable by law. Please be guided accordingly.



# KEYSTONE BLUFF, LLC

MBN281450

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Qualifications and Training

Address: 241 Highway 20 / Chester, MA / 01011

Point of Contact: Jason Costa / [jason@keystonebluff.com](mailto:jason@keystonebluff.com) / +1 (413) 961-9488

# QUALIFICATIONS AND TRAINING

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### 1.0 Introduction

This guide describes the policies, procedures and other measures that will be used to maintain Keystone Bluff's employee training and qualifications standards, in order to achieve optimal performance in our team as well as to comply with all state requirements.

### 1.1 Goals

Keystone Bluff's goal is to have a qualified and well-trained team, who have the skills and information to use best practices in their jobs, and to comply with all applicable regulations and state laws.

### 2.0 Scope

These policies apply to all Keystone Bluff employees, whether full-time, part-time, temporary or seasonal.

### 3.0 Policies and Procedures

**Qualifications** Keystone Bluff believes that hiring qualified individuals contributes to our overall strategic success. Each employee, while employed, is hired to make significant contributions to our operations. Care is taken in creating job descriptions, posting and following our hiring manual, which includes policy on interviews, reference checks, all required background and criminal checks.

Executives and Managers must have a minimum of five years of business management or operations experience. At this time, all non-executive positions at Keystone Bluff are entry level positions, and do not require any prior

experience. We do require all new employees to provide at least two personal or professional references. We also conduct background checks and other due diligence that meets or exceeds state requirements.

**Owner and Manager Training** Owners and managers have a special responsibility to stay up to date on best practices in the industry. Managers and executives are expected to take all general training courses that are made available to employees. All owners and managers must complete their Responsible Vendor Training before July 1, 2019, and must retake training courses on an annual basis, or more frequently if mandated by the CCC.

**Training for New Hires** Prior to performing any work at Keystone Bluff, new employees must complete at least 8 hours of training that is specific to their job function. This training will cover the roles and responsibilities of the specific job function they are expected to perform at Keystone Bluff, as well as general operations, safety and security on the job. This training will be conducted by Keystone Bluff's COO, CEO and CSO.

Within 30 days of hire (or for contract workers, 30 days from start of contract), new employees must complete a state-licensed Responsible Vendor Training program through an outside provider. Keystone Bluff pays for this training. If employees do not complete Responsible Vendor Training within 30 days of hire, they will not be permitted to continue working until the training is complete.

**Annual Training Requirements** Every employee is required to complete at least 8 hours of on-going training every year. All employees must complete an annual recertification through a registered Responsible Vendor Training program.

**Compliance and Record Keeping** Keystone Bluff will maintain records of employee trainings, including specifically the completion of responsible vendor training programs, for four years. These records are stored on-site, and are available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

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# KEYSTONE BLUFF, LLC

MBN281450

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Quality Control and Testing

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# QUALITY CONTROL AND TESTING

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## 1.0 **Introduction**

Keystone Bluff's Quality Control and Testing Manual describes the processes, the controls and other measures used to ensure regulatory compliance and quality control of our products, soil, water and, work practices and environment. Waste Management and Sanitation are critical quality control activities and details regarding those policies are also contained herein. The Quality Control and Testing Manual and supporting documents will be updated periodically to ensure up-to-date practices and ongoing compliance with applicable laws and regulations.

## 1.1 **Goals**

We are committed to cultivating and manufacturing world class cannabis products free from contaminants, and tested by licensed third-party labs.

## 1.2 **Strategy**

We adhere to a dynamic preparedness cycle that includes: Planning; Organizing; Training; Equipping; Exercising; Evaluating; and Taking Corrective Action. Below are some practical examples of how this is achieved:

- **Planning:** Coordination of harvest dates, test dates and delivery dates, Waste reduction and reuse plan; Water, energy, and other potential waste producing activities are tracked and analyzed for reduction opportunities
- **Organizing:** Consistent plant, soil and water health indicator data collected from seed to flower/ final product, Waste organizing bins and signs; All located to limit possible contamination
- **Training:** On-site training; Duty-specific formal training at the team level and individual level; All required training programs and hours tracked; Compost, Recycle, or Trash? How to Identify Manual
- **Equipping:** PPE; On-site soil testing equipment and testing chemicals; Precision RH, pH, NPKS and other macro- and micronutrients, F/B ratio, and other environmental condition meters and third-party sampling components
- **Exercising:** Conduct regular tests and maintain data for Evaluating
- **Evaluating:** On-site test data is compared to lab test information and is used to inform our soil food amendments
- **Taking Corrective Action:** Implementation of after-action recommendations derived from audits, reports, laboratory tests, or from the Commission directly

## 2.0 **Scope**

Our Quality Control and Testing plan requires a team effort and a inter-departmental approach. This policy applies equally to all Employees of Keystone Bluff including: executives, management, part-time and full-time staff, as well as any on-site consultants, interns, volunteers or other paid or unpaid positions.

Specific staff member duties with regard to Quality Control and Testing operations are the purview of the COO, who will ensure that day-to-day quality control and testing operations are conducted in a consistent and compliant manner.

### 3.0 Policies and Procedures

#### Quality Control Assurance Policy

Our quality controls accomplish many goals. Quality controls ensure that only the safest, highest quality products are made available for sale. Those same quality controls make us a more competitive business; they provide objective, measurable evidence of the results of our work. We are committed to a quality control system that ensures all products are in compliance with applicable state regulations, are safe for use and free of any undesirable contaminants.

Quality control also directs our choices as we strive to meet the highest standards of organic farming. From scheduled inspections and testing of products and equipment, to our day-to-day activities like pH balancing our water and monitoring our indoor air quality, employees will also receive training that promotes and explores the ways quality control measures can improve our work.

- **Good Agricultural Practices (GAP) & Good Handling Practices (GHP)**  
These best practice guides provide policies and procedures that have been widely adopted by the agricultural industry. Our policies and procedures use language from both GAP and GHP resources published by the USDA and FDA to minimize microbial hazards in fresh food and vegetables. These practices include common sense items like making sure there is no immediate safety risk present in work areas as well as best practices for avoiding contamination of our products.
- **Plant and Soil Inspection Schedules**      We inspect our plants as part of our daily opening procedures, and we also inspect plants as part of our daily closing procedures. The inspections are integral to our Integrated Pest Management Program. During the inspection, the KB agent is looking for any disease, mold, mildew, or insects (e.g. fungus gnats, spider mites, etc.). In addition, agents will look for signs of any nutrient deficiencies, test soil moisture, pH, and conduct other appropriate tests, and note growth activity.

Opening plant inspection, daily:

1. Review previous day's plant inspection logs. Identify any ongoing items to observe and note.
2. Record Name(s), title(s) and signature of agent(s) date, time, temp., humidity and weather. Begin morning walking inspection.

3. Walk around growing area, and inspect one plant at a time, noting/ scanning plant and/or zone identifier, crop growth, other activity present, general summary of findings.

Closing inspection, daily:

1. Review the morning inspection logs. Identify any ongoing notes.
2. Record current Names, title and signature of agent(s) date, time, temp., humidity and weather. Begin evening walking inspection.
3. Walk in and around growing area, noting crop growth, insect and other activity present, general summary of findings.

- **Cultivation and Manufacturing Equipment Inspection Schedules.** We also inspect our equipment as part our daily opening procedures, including all cultivation and processing areas, HVAC, lights and other equipment. Cultivation Equipment is inspected again as part of our daily closing procedures. Everything should be clean and put away before the end of the work day.

Opening equipment inspection, daily:

1. Review previous day's checklists. Identify any ongoing items to observe and note.
2. Record Name(s), title(s) and signature of agent(s) date, time. Begin inspection.
3. Walk in and around equipment storage areas, noting cleanliness, organization and any potential contamination.

Closing equipment inspection, daily:

1. Review the day's checklists. Identify any ongoing items to observe and note.
2. Record Name(s), title(s) and signature of agent(s) date, time. Begin inspection.
3. Walk in and around equipment storage areas, noting cleanliness, organization and any potential contamination.

## **Sampling & Testing**

We sample and test our water and soil, as well as any finished cannabis flower or resin that we sell. Whenever we are sampling or testing any material, we follow the same procedure to assemble all equipment and information needed before



beginning. Items to assemble before sampling include, but are not limited to, the following:

A sample collection plan will be followed for for each type of product. Employees will prepare for sampling using logbook/ seed-to-sale or sample collection forms; disposable gloves; decontaminated tool(s), such as a spatula, knife, sampling spear, or pipette; stainless steel bowl and implement to homogenize the product (e.g., by stirring, chopping, or grinding); clean, decontaminated surface for sample processing; sample containers appropriate for the analyses required; container labels and pen with indelible ink; supplies to thoroughly clean, decontaminate and dry sampling equipment between samples;

A sample collection plan of action is created, identifying how many samples will be collected and where. Our sample collection personnel then creates a new entry for each sampling event in a sample collection logbook / seed-to-sale system. Sample collection documentation identifies:

- a. Sample collection date and start time,
  - b. Participating personnel and signatures,
  - c. General description of the product type and batch number sampled,
  - d. Description of the sampling procedures used,
  - e. Record of batches that would potentially be impacted should analysis results indicate unacceptable contamination levels.
  - f. Cultivation batch number,
  - g. Production batch number,
  - h. Number of samples to be collected.
  - i. Number of samples taken from each manufacturing and/or production batch
  - j. Unique sample IDs for each sample
- **Cannabis Flower** Cannabis flowers ready for sale are tested according to the Commonwealth's Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-Infused Products for Massachusetts Registered Medical Marijuana Dispensaries.

Samples are collected according to cultivation and product batch regulations and are uniform in strain, management and soil type areas. Where differences occur additional samples are collected to represent these changes and that variance is noted.

Sampling shall be performed such that the dried and trimmed buds of the cannabis are collected and representative in maturity and composition of the entire production batch of finished plant material. Homogenization of

the finished plant material is accomplished by grinding the bud in a stainless steel grinder and quartering according to Sexton and Ziskind, 2013; USP Chapter 561; WHO, 2007.

Field duplicate samples shall be collected at least annually and one (1) for every twenty (20) samples collected to provide verification of field and laboratory procedures. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples.

Results are reviewed ASAP. Keystone Bluff's COO, CEO and CSO review tests results and track cannabinoid profiles and testing narratives.

Incidents and corrective measures - Results are reviewed ASAP. A laboratory analysis resulting in any contamination level above acceptable levels shall be immediately reported to the COO, CEO and CSO for further review of remediating measures specific to the contamination. If the contamination cannot be remediated, the CCC will be notified in no more than seventy-two hours after the contamination.

#### Cannabis Sample Collection - A Step-by-Step Guide

1. Wear disposable gloves to mitigate potential for contamination of samples.
2. Ensure that the sampling area is clean and decontaminated and lay out any tools and equipment needed.
3. Collect the planned samples from each cultivation or production batch one at a time. Collect the sample using an appropriate tool. Do not touch the sample with your hands or allow the sample to touch anything that might cause contamination.
4. If necessary, place the sample in the stainless steel bowl or on a decontaminated cutting surface for homogenizing the sample using either the sample collection tool or a separate clean implement.
5. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
6. To avoid cross contamination of samples, any tools or equipment that comes in contact with the finished plant material or other cannabis products should be cleaned before collecting the next sample.
7. All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers must be firmly closed and appropriately labeled.

8. To preserve the chemical and biological composition of the samples, they should be refrigerated or maintained on ice until shipped to the analytical laboratory.
  9. Chain-of-custody paperwork should be completed immediately prior to shipment to the analytical laboratory.
- **Water** Water samples are collected and tested according to The Commonwealth's Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries. Labs are certified ISO. Result records are stored according to standards documented in Keystone Bluff's Record Keeping Policies and Procedures.

Our rainwater harvesting and storage system is tested annually or whenever there is a change in management practices. We use Chester's public water supply (PWS) for the majority of our irrigation and potable water needs. Municipal testing will satisfy Sample and Testing requirements.

Regarding rainwater collection, water source samples shall be collected from the location as close as possible to the water use. (In case where any water filter system is used, water samples are collected both before entering and after leaving the water treatment system, as close as possible to the point of use. The sample collected and analyzed after the water leaves the treatment system reflects the water applied to the plants, while the sample collected and analyzed before entering the treatment system characterizes the water source.)

Field duplicate samples shall be collected at least annually and one (1) for every twenty (20) field samples of the water samples collected to provide verification of field and laboratory procedures. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples. Samples are bagged and labeled to be analyzed individually.

Results are reviewed ASAP. The COO and CEO review tests results and track data.

Incidents and corrective measures - Results are reviewed ASAP. A laboratory analysis resulting in any contamination level above acceptable levels shall be immediately reported to the COO and CEO for further review of remediating measures specific to the contamination. If the

contamination cannot be remediated the CCC will be notified no more than seventy-two hours after discovery of the contamination.

#### Water Sample Collection - A Step-by-Step Guide

Collect the planned samples from each sample location one at a time.

Follow these basic steps for each sample:

1. Wear gloves to mitigate potential for contamination of samples.
2. Spread clean, de-contaminated plastic sheeting or other non-porous surface near the sample location and lay out any tools and equipment needed.
3. Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
4. For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally for frequently used water 15 minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use. Note that pressurized lines may require additional system specific procedures. Sample collection personnel may monitor parameters including but not limited to temperature, pH, or turbidity for stability to assess sufficiency of purge.
5. For collection of water samples from tanks or other holding bins without valves or taps such as in some hydroponic systems, dip sampling may be used. However sample collection staff should be aware of potential for vertical distribution of additives and strive to take a sample representative of the overall tank or trough. In cases where contaminants of concern may be stratified and not distributed uniformly throughout a container, a discrete depth sampler such as a Kemmerer or van Dorn sampler will be used.
6. Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
7. Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure that the tap or spigot does not contact the sample container.
8. If water samples are to be composited to represent multiple hydroponic systems, repeat the steps above to collect the primary samples. The individual, primary samples should all be collected as unpreserved samples then combined volumetrically into a single composite sample.
9. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g.,

environmental conditions) that might be relevant to data analysis or quality assurance.

10. Add preservatives according to the analytical methods as required.
  11. Fill an extra sample container to verify adequate preservation and/or residual chlorine as required by analytical methods.
  12. If a non-disposable sample collection tool other than the sample container (larger inert vessel, ladle, Kemmerer sampler, van Dorn sampler) is used, rinse the tool with deionized water between samples.
  13. Excess samples collected but not shipped to the laboratory for testing should be disposed of properly recognizing that preserved samples may require disposal as hazardous materials. It is not necessary to send the entire volume of the combined primary samples to the laboratory.
  14. Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
  15. Chain-of-custody paperwork should be completed immediately prior to shipment.
- **Soil** Soil samples are collected and tested according to The Commonwealth's Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries. Labs are certified ISO. Result records are stored according to standards documented in Keystone Bluff's Record Keeping Policies and Procedures.

Soil for cultivation shall also meet the ATSDR Environmental Media Evaluation Guidelines for residential soils. We test our soil prior to our first cultivation and annually and/ or within the quarter if there is a soil management shift, or if soil is amended with new untested nutrients. Our cultivation technique uses a soil mixture that is not discarded after growing cycles, but is tilled with a pre-tested dry nutrient mixture. One soil sample is obtained from each discrete growing container or at least 1 sample per cubic yard. Samples are bagged and labeled to be analyzed individually.

Duplicate samples shall be collected at least annually and one (1) for every twenty (20) samples collected to provide verification of field and laboratory procedures. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples.

#### Soil Sample Collection - A Step-by-Step Guide

Collect the planned samples from each sample location one at a time. Follow these basic steps for each sample:

1. Don gloves to mitigate potential for contamination of samples
2. Spread clean, de-contaminated plastic sheeting or other non-porous surface near the sample location and lay out any tools and equipment needed.
3. Clear the surface of the location if necessary excluding detritus, dead leaves, stones, pebbles, or other debris from the soil or other solid growing media with a clean trowel or similar tool.
4. Collect the sample using an appropriate tool. Do not touch the sample with your hands or allow the sample to touch anything that might cause contamination.
5. Place the sample in the stainless steel bowl for homogenizing the sample using either the sample collection tool or separate clean, decontaminated implement.
6. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
7. To avoid cross contamination of samples, any tools or equipment that come in contact with the soil or growing media must be cleaned before moving to the next sampling location.
8. All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers must be firmly closed and appropriately labeled.
9. If grab samples are planned, place the homogenized sample into the appropriate container(s).
10. If the sample is to be composited with other locations, repeat the above steps to collect the other individual samples to be placed into the stainless steel bowl. Once the planned primary samples are collected, thoroughly homogenize the samples contained in the stainless steel bowl and place the homogenized composite sample into the appropriate container(s).
11. Excess soil collected but not shipped to the laboratory for testing should be returned to the cultivation area(s) where it was collected from (composite soils may be spread among the primary sample locations). It is not necessary to send the entire volume of the combined primary samples to the laboratory.
12. Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
13. Chain-of-custody paperwork should be completed immediately prior to shipment.

- **Resin** Resin ready for sale is tested according to the Commonwealth's Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-Infused Products for Massachusetts Registered Medical Marijuana Dispensaries.

Samples are collected according to cultivation and product batch regulations and are uniform in strain and management. Where differences occur additional samples are collected to represent these changes and that variance is noted.

Samples and subsamples of the product should be taken from different areas of the product mass. For example, it might be possible to slice the product mass in sections prior to collection of subsamples or take the subsamples directly from different locations on the product surface ( e.g. lower, middle, and upper). Resin and other solids should not be melted as a means of homogenization. Heating the finished product may alter the cannabinoid profile or contaminate it (WHO, 2005) thereby rendering the sample unrepresentative of the source product.

Field duplicate samples shall be collected at least annually and one (1) for every twenty (20) samples collected to provide verification of field and laboratory procedures. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples.

Results are reviewed ASAP. Keystone Bluff's COO, CEO and CSO review tests results and track cannabinoid profiles and testing narratives.

Incidents and corrective measures - Results are reviewed ASAP. A laboratory analysis resulting in any contamination level above acceptable levels shall be immediately reported to the COO, CEO and CSO for further review of remediating measures specific to the contamination. If the contamination cannot be remediated, the CCC will be notified in no more than seventy-two hours after the contamination.

#### Resin Sample Collection - A Step-by-Step Guide

1. Wear disposable gloves to mitigate potential for contamination of samples.

2. Ensure that the sampling area is clean and decontaminated and lay out any tools and equipment needed.
3. Collect the planned samples from each cultivation or production batch one at a time. Collect the sample using an appropriate tool. Do not touch the sample with your hands or allow the sample to touch anything that might cause contamination.
4. If necessary, place the sample in the stainless steel bowl or on a decontaminated cutting surface for homogenizing the sample using either the sample collection tool or a separate clean implement.
5. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
6. To avoid cross contamination of samples, any tools or equipment that comes in contact with the finished plant material or other cannabis products should be cleaned before collecting the next sample.
7. All samples should be placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers must be firmly closed and appropriately labeled.
8. To preserve the chemical and biological composition of the samples, they should be refrigerated or maintained on ice until shipped to the analytical laboratory.
9. Chain-of-custody paperwork should be completed immediately prior to shipment to the analytical laboratory.

## **Sanitation and Waste Management**

Keystone Bluff's Sanitation & Waste Management Manual describes the controls and other measures used in our operations to ensure regulatory compliance with 1) Waste Management of cannabis waste, recycling, composting and trash; and 2) Sanitation, which includes policies on hand washing, equipment washing, facilities cleaning routines and location of all sanitary and bathroom stations as well as those areas' specific cleaning routines. The Sanitation & Waste Management Manual and supporting documents will be updated periodically to ensure up-to-date practices and ongoing compliance with applicable laws and regulations.

**Waste Management Compliance Policy** This Waste Management Plan describes the methods that will be used to make cannabis waste unusable and unrecognizable, and how it will be stored prior to



composting. In addition, our Plan describes how non-cannabis waste and recycling will be transported from the site to the Chester, MA - Transfer Station and adhere to local non-cannabis waste disposal and recycling guidelines and regulations for businesses. Our Plan also describes procedures to reduce waste, including energy reduction as outlined in our Cultivation Plan.

Our microbusiness practices organic on-site composting and we will dispose of all of our cannabis waste, including organic manufacturing by-product, on site with this compost method. We are committed to an approach that prevents the diversion of THC-containing waste materials from the site. In addition, our practices mitigate the risk of water and air pollution. KB is also partnering with a local restaurant in the community, composting their organic food waste, thereby expanding our waste reduction effort to our community at large.

Our cannabis product manufacturing operation produces very little waste. All of the manufacturing by-product is organic and is composted with the other plant materials and organic waste. Full details about our manufacturing practices can be found in our Manufacturing Policies and Procedures.

Our waste disposal records will be accurate and comprehensive in accordance with state and local regulations.

**Sanitation Compliance Policy** Our Sanitation Compliance relies on the combination of routine tasks, scheduled inspections and cleaning responsibilities. All KB employees must review and follow procedures outlined in 105 CMR 300.000 to identify diseases dangerous to the public health as designated by the Department of Public Health and to follow reporting, surveillance, isolation and quarantine requirements.

Good Agricultural Practices (GAP) & Good Handling Practices (GHP) contain best practice guidance for our cultivation and manufacturing activities. Our policies and procedures use language from both GAP and GHP resources published by the USDA and FDA to minimize microbial hazards in our products. These practices include common sense items like making sure there is no immediate safety risk present in work areas as well as best practices for avoiding contamination of our products. Areas of emphasis include:

Employee personal cleanliness: Our operation makes sure all employees take the necessary precautions to avoid contaminating the

cannabis. Personal cleanliness and washing hands before starting work, and any time hands are soiled, is part of our sanitation training for all employees.

Cultivation and manufacturing equipment sanitation: We inspect our cultivation and manufacturing equipment as part our daily opening procedures, and as part of our daily closing procedures. Full details are located in our Cultivation and Quality Policies and Procedures.

Waste Management data logging: A log is kept of the Name(s), title(s) and signature of agent(s) date, time, and any notes.

General cleanliness: All areas are kept free of trash and personal belongings.

**Staffing and Training** The Chief Operations Officer is responsible for managing waste management controls in conjunction with the CSO.

Employee involvement, key roles and titles:

COO: Responsible for all waste management training; day-to-day operations

CSO: Assists with all removal and composting destruction procedures and video

**Waste Management Layout Description** Waste Management Bins are stored in areas that pose the least risk to product contamination. Smaller bins are located throughout the facility and are emptied into larger receptacles stored in about 50 sq ft. Bokashi bins are located on shelves and compost tumblers are outside in our fenced enclosure.

#### **Waste Classifications**

- **Cannabis Waste** Keystone Bluff uses sealed composting bins to eliminate our cannabis waste. Large cannabis waste is first cut by hand to a smaller size and added to our compost system.
- **Non-cannabis Solid Waste** Non-cannabis solid waste is not subject to measurement or surveillance but should be weighed for internal waste management records. KB's organic waste, recycling and on-farm compost policies comply with MA 310 CMR 19.017.

- **Bokashi (ぼかし) (Anaerobic)** Bokashi composting can accept organic food waste including dairy and meat. Bran or rice husks and molasses are added as the bin fills with waste to act as a catalyst. The anaerobic environment produces a liquid which is periodically tapped off through an integrated spout and can be used in nutrient teas. The solid pre-compost that remains is added to our aerobic compost bins. This material increases fermentation and accelerates our aerobic compost.

ACCEPTABLE Materials:

Cut, Crushed, Shredded by hand: Food waste, including fish, meat, dairy, oils, fruits, coffee grounds

UNACCEPTABLE Materials:

Large food waste, < 1.5” in.

- **Compost (Aerobic):** Our aerobic compost is produced in tumbler bins. Composting aerobically is a key part of our waste management plan to reduce, reuse and recover value. The majority of our composting operations use materials produced on-site and are stored in sealed bins. Finished solid compost will be tested before any application.

ACCEPTABLE Materials

Bokashi pre-compost solids. Shredded by hand - Green and woody plants including cannabis; clippings and trimmings; soil and planting media; untreated wood and uncoated paper; straw; organic grass clippings;

UNACCEPTABLE Materials

Chemically treated or painted wood; plastics; large masses of soil; bulky items; unapproved outside materials

- **Recycling:** We collect and recycle plastic and other recyclable materials. The following items are recycled:

Tin cans (soup, cat food, etc.) aluminum cans and clean foil

All green, clear and brown glass jars and bottles; milk cartons and juice packs

All plastic containers (#1, #7, including juice, soap, water, milk, etc.)

No window glass, aerosol cans, light bulbs Ceramics, plastic bags or styrofoam

- **Trash:** All non-recyclable and non-compostable refuse is disposed of in sealable plastic bins in black plastic bags. These waste items are sorted and disposed in accordance with the regulations at Chester’s Transfer Station regarding..
- **Water Waste:** We are exploring ways to be more water efficient. Our Cultivation Plan highlights our effort to install and collect rainwater, but we are also researching the feasibility of using greywater.

**Waste Reduction:** We are always looking for ways to prevent and minimize our waste. Expanding our solar systems, securing a more efficient rainwater harvesting system, testing greywater systems for landscaping irrigation, researching worm castings farms, and sourcing compost material from local restaurants are goals we are actively preparing to achieve.

**Waste Management & Sanitation Records:** Any Waste Management transportation will follow standard transportation safety and security policies and procedures. Cannabis plant disposal teams consist of at least 2 agents (satisfies 500.105 12d p. 147, 500.105 13 a-f3 p. 148-149). These agents are responsible for recording all relevant data whenever they conduct these or any other waste management and sanitation activities. These records are to be maintained for at least two years:

- Date (ibid.)
- Quantity (ibid.)
- Type (ibid.)
- Manner disposed (ibid.)

Sanitation records and regular cleaning schedules will also be maintained for the following:

- Toilet (satisfies 500.105 3b3 p.136)
- Hand washing stations (satisfies 500.105 3b13 p.137)
- Storage sheds, and other structures’ cleaning checklists (500.105 3b6 p. 136)
- Potable water checks (satisfies 500.105 3b11 p.137)

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# KEYSTONE BLUFF, LLC

MBN281450

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Record Keeping

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# RECORD KEEPING COMPLIANCE MANUAL

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### 1.0 Introduction

This Record Keeping Compliance Manual describes the policies, procedures, controls and other measures that will be used to ensure that a paper, electronic, and when applicable a video record are managed to comply with local and state requirements. Our records will also be maintained to provide operational information to managers, advisors, and owners for decision-making purposes, and to provide information in case of insurance, criminal or other investigations. Our primary goal is to maintain information that will meet all regulatory requirements in a transparent way.

### 1.1 Goals

Keystone Bluff's Record Keeping Compliance Manual describes the controls and other measures used to ensure regulatory compliance. The Record Keeping Manual and supporting documents will be updated periodically to ensure up-to-date practices and ongoing compliance with applicable laws and regulations.

### 2.0 Scope

Our Record Keeping plan requires a team effort. This policy applies equally to all Employees of Keystone Bluff including: executives, management, part-time and full-time staff, as well as any on-site consultants, interns, volunteers or other paid or unpaid positions.

Specific staff member duties with regard to Record Keeping operations are the purview of the COO who will ensure that day-to-day records maintenance is conducted in a consistent and compliant manner.

### **3.0 Policies and Procedures**

#### **Sensitive records statement**

Sensitive records include, but are not limited to, personal identity information, protected health information, credit card data, financial records, intellectual property, password records, information related to a criminal investigation, material covered by any non-disclosure agreements, security and operating records, and other information for which the degree of adverse effects that may result from unauthorized access or disclosure is high.

In order to reduce the chance of confidential information getting out to people who do not need to know it, we separate personnel files accordingly. For example an employee may have:

1. General personnel file - job application, offer letter, performance evaluations, letters of commendation, and so on, etc.
2. Medical/ financial file (including workers' compensation and FMLA documentation) - this is the only type of record that absolutely must be kept in a separate file apart from the regular personnel files. The Americans with Disabilities Act requires that any medical records pertaining to employees be kept in separate confidential medical files
3. I-9 records - separate I-9 file
4. Safety records - OSHA information, this safety record file might also contain documentation relating to an employee's participation or involvement in an OSHA claim or investigation
5. Grievance and investigation records - maintain a separate file

#### **Paper and Electronic Records Description**

Keystone Bluff uses a variety of software and hardware to collect and manage our paper and electronic records. One tool we use is Google for our email, calendar, and shared electronic files. Our paper records are securely stored at 241 HWY 20, Chester, MA. In addition, Metrc tracks data we store on our independent Google storage. More information about our data security can be found in our Security and Safety Plan. For more details regarding our privacy policy, refer to the HR Manual.

#### **Roles and Responsibilities (satisfies 500.105 1f + h p. 134)**

The Chief Operating Officer is responsible for the day-to-day record keeping. It is a business-wide effort to collect and maintain records and every employee has

had training from the COO on reporting regulations and our Chief Security Officer on appropriate data handling. In addition, our Inventory plan outlines our seed-to-sale system and respective employee training. Our CEO maintains financial records.

Employee involvement, titles and key roles:

COO Responsible for all data integrity and training; day to day record keeping and compliance

CSO Responsible for data security and privacy; video

CEO Financial record keeping and business records.

**Types of Records** The contents of our records system include: Business Records, Personnel Records, Waste Disposal, Transportation, Cultivation, Manufacturing, Inventory, Sanitation, Security, and Sustainability.

- **Business records**

1. Staffing plan for safe cultivation (satisfies 500.105 9d3 p. 145)
2. Personnel policies and procedures statement; see HR Manual (satisfies 500.105 9d4 p.145)
3. Background check reports (satisfies 500.105 9d4 p.145)
4. List and ledger of all monetary transactions
5. Accounts and invoices
6. Checks, vouchers, etc.
7. Sales records
8. Salary and benefits information
9. Business purchases and transactions
10. Petty cash ledger and receipts
11. Master budget, with categorized projected and actual/YTD spending by category
12. Balance sheet (satisfies 500.101 1c7 p. 124)
13. Salary and benefits information

- **Personnel records** (satisfies 500.105 9d p. 145)

1. Schedules
  - a. Records destroyed 12 + months after departure (satisfies 500.105 9d2 p. 145)
2. Job Descriptions and Org. Chart (satisfies 500.105 9d1 p. 145)
3. Agent Application materials (satisfies 500.105 9d2a-g p. 145)



4. ME Agent Card copy and expiry (ibid.)
5. Documentation of verification of references (ibid.)
6. Performance evaluations (ibid.)
7. Disciplinary actions (ibid.)
8. Notice of completed Responsible Vendor training (ibid.)
9. Four years of employee training records (satisfies 500.105 2b5 p. 135)

- **Waste Disposal records (Also see Waste Management Policies and Procedures)**

1. Cannabis plant disposal team (x 2 agents) (satisfies 500.105 12d p. 147)
  - a. Schedule
    - i. Maintain three years of records (ibid.)
  - b. Two agents (ibid.)
  - c. Date (ibid.)
  - d. Quantity (ibid.)
  - e. Type (ibid.)
  - f. Manner disposed (ibid.)
2. Usage amounts, (satisfies 500.105 12b p. 146)
  - a. Surface Water Discharge Program (ibid.)
  - b. Ground Water Program (ibid.)
  - c. Operational Maintenance and Pretreatment Works and Indirect Dischargers (ibid.)
  - d. MA Clean Water Act, MGL 21, 314 CMR 3 (ibid.)
3. Organic waste, recycling and on-site compost complies with MA 310 CMR 19.017

- **Transportation records (x2 agents) (satisfies 500.105 13 a-f3 p. 148-149)**

1. Driver information, name and DL # (ibid.)
2. Passenger information, name and DL # (ibid.)
3. Transportation manifest (X3 hard copies; x1 email) (ibid.)
  - a. Video of weighing BEFORE transit (ibid.)
  - b. Video of weighing AFTER transit (ibid.)
  - c. GPS inspection certification (ibid.)
  - d. Comms check log (ibid.)
  - e. Email manifest BEFORE departure (ibid.)
  - f. Incidents and corrective measures (ibid.)

- **Cultivation and Manufacturing records and Inventory Control records, real-time (Also see Inventory Control Policies and Procedures)** (satisfies 500.105 8 p. 144; 500.105 1f p. 134)
  1. Organic farming statement - USDA 7 CFR 205 compliant, and certification proof when applicable (satisfies 500.120 7 p. 156)
  2. Soil testing; First to satisfy regulations and also to maintain soil health. Our on-site tests include, but are not limited to, NPK, EC, PPM, BioMass/ Microbial, pH, salinity, etc.
  3. PWS water test results; Rainwater, and other non-PWS water testing results.
  4. Mother Plants
  5. Seeds
  6. Clones (under 8” inches)
  7. Plants in Propagation (under 8” inches) (satisfies 500.105 8b p. 144)
  8. Plants in Vegetation (ibid.)
  9. Plants in Flowering (ibid.)
  10. Plants Drying
  11. Plants Curing
  12. Plants Ready for Manufacturing (ibid.)
  13. Plants Ready for Sale
    - a. Registered Lab testing and results, maintain for min. of one year. \
      - a. Incidents and corrective measures
  14. Plants that are damaged, defective, expired, contaminated or awaiting disposal (satisfies 500.105 8b p. 144) are kept separate from all other material. The destruction and composting of these materials is detailed in our Waste Management Policies and Procedures.
    - a. Manicuring occurs throughout all stages of growth and is tracked in Metrc accordingly.
  15. Manufactured Products
    - a. Pre-approval of packaging by the CCC certificate/ approval letter
    - b. Labeling information (satisfies 500.105 5a 1-9)
      - i. Quantity (ibid.)
      - ii. Date of packaging and license # (ibid.)
      - iii. Batch number serial code (ibid.)
      - iv. Full cannabinoid profile (ibid.)
      - v. Date of testing and seal of No Contaminants (ibid.)
      - vi. Basic info (name, registration #, phone, email, website) (ibid.)
      - vii. “This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding

may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”;

16. Inventory Schedule

- a. Daily Live updates from Metrc (satisfies 500.105 9c p.145)
- b. Monthly (satisfies 500.105 8c2 p. 144)
- c. Annual (satisfies 500.105 8c3 p. 144)

● **Sanitation records**

1. Cleaning schedule checklists
  - a. Toilet (satisfies 500.105 3b3 p.136)
  - b. Hand Washing station (satisfies 500.105 3b13 p.137)
  - c. Storage areas, and other small area cleaning checklists (500.105 3b6 p. 136)
  - d. Cultivation, processing and manufacturing areas
2. Potable Water checks (satisfies 500.105 3b11 p.137)

● **Security records (Also see Security & Safety Policies and Procedures)** (satisfies 500.105 6 a-e p. 155)

1. Schedule
2. Audit results (third party)
3. Limited Access area diagram, entrance, exits, fence. Etc. (satisfies 500.110 4b p. 152)
4. Lock and Key record
5. Equipment checks and tests (monthly)
  - a. Safety Lights (satisfies 500.105 3b7 p.136)
  - b. 24 hour video recording system, maintain for 90 days (satisfies 500.110 6a5 p. 155)
  - c. Primary and secondary alarm systems
  - d. Fenced enclosure
  - e. Additional video cameras (satisfies 500.110 6a4 p. 155)

● **Sustainability records**

1. Energy use and metrics
2. Water use and metrics
3. Environmental and soil checks and metrics

CONFIDENTIAL

# KEYSTONE BLUFF, LLC

MBN281450

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Restricting Access to Age 21 and Older

Address: 241 Highway 20 / Chester, MA / 01011

Point of Contact: Jason Costa / [jason@keystonebluff.com](mailto:jason@keystonebluff.com) / +1 (413) 961-9488

# RESTRICTING ACCESS TO AGE 21+

## Table of Contents

- 1.0 Introduction
- 1.1 Procedures
  - ID Verification
  - Buffer Zone
  - Social Media / Marketing
- 1.2 Audits and Inspections

### 1.0 Introduction

Adult use in Massachusetts is exclusively limited to individuals 21 years of age and older. Keystone Bluff employees have an opportunity to affirm this commitment through diligent verification of the age and identity of individuals with whom we conduct business.

### 1.1 Procedures

**ID Verification** Virtually everyone with whom we do business will need to be identity and age verified, including when we transport our products to clients at offsite locations. In all cases, a government issued ID must be scanned and physically verified by a Keystone Bluff employee.

We intend to adhere to WeCard guidance on age verification and responsible ID verification of age-restricted products. We will also supplement our security training with material from WeCard that addresses techniques like conflict avoidance when faced with missing or fake ID situations, and customer friendly ways to ask for identification.

#### **Additional Measures**

**Buffer Zone** Keystone Bluff does not currently and will at no time in the future occupy property inside the 500 foot Buffer Zone as stipulated in 500.110(2).

**Social Media / Marketing** Keystone Bluff will not participate in social media marketing until such time as effective and appropriate age restriction safeguards can be established.

## 1.2 **Audits and Inspections**

From time to time, the CSO may conduct an audit of ID records. During these audits, the CSO will take care to verify ongoing compliance with age verification requirements, identify deficiencies and report findings to the CEO. In addition, the CSO will perform periodic inspections of ID verification equipment and update this policy according to industry best practices and practical experience.

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# KEYSTONE BLUFF, LLC

MBN281450

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Plan to Positively Impact Areas of Disproportionate Impact,  
as Defined by the Commission

Address: 241 Highway 20 / Chester, MA / 01011

Point of Contact: Jason Costa / [jason@keystonebluff.com](mailto:jason@keystonebluff.com) / +1 (413) 961-9488

# PLANS TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

## Table of Contents

- 1.0 **Introduction**
- 2.0 **Programs and Goals**
- 3.0 **Measurement**
- 4.0 **Topics for Instruction**
- 5.0 **Acknowledgments**

### 1.0 **Introduction**

Keystone Bluff, LLC is deeply committed to social justice and social equity. This intention of this plan is to help promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement, and to positively impact those communities.

In keeping with our values, we commit to fulfilling the requirements for the Social Justice Leader Award. Specifically, we are pledging 1% of our gross annual revenue to the Social Equity Training and Technical Assistance Fund (SETTAF). During our second year of operation, we will commence our annual commitment of 50 hours toward developing and delivering educational seminars or 1-on-1 coaching and mentoring. These efforts are specifically targeted to residents living in “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact. Our nearest communities of disproportionate impact are Pittsfield, West Springfield, Holyoke and Springfield.

Keystone Bluff employees will receive relevant, challenging training in business skills, management, and operations as part of their ongoing career development. We are excited to bring that same quality of training and career development coaching to individuals who meet the following criteria:

1. Past or present residents of the geographic “areas of disproportionate impact”
2. State-designated Economic Empowerment priority applicants
3. State-designated Social Equity Program participants
4. Massachusetts residents who have past drug convictions
5. Massachusetts residents with parents or spouses who have drug convictions

### 2.0 **Programs and Goals**

We have adopted a model that we believe will echo and amplify our values and the intentions of the Social Equity Program.

1. **Goal:** Provide mentoring and other forms of industry-specific technical training to past or present residents of the geographic, “areas of disproportionate impact” as well as Commission-designated Economic Empowerment Priority applicants and Commission-designated Social Equity Program participants. Our goal is to provide 1-on-1 mentoring to at least one person or business per year, and to



provide group instruction to at least 12 individuals from areas of disproportionate impact.

- a. **Program: Incubator Program** - Provide time and organizational skills to empower eligible start-up cannabis companies.
  - i. All executives to set aside 24 hours each year for lesson planning, mentoring, and follow-up with qualified organizations and individuals. These hours are in addition to the 50 hours pledged to our Social Justice Leadership commitment.
  - ii. Lesson planning activities may include preparing course materials, creating reading lists and syllabi, and outreach related to identifying qualified businesses and individuals.
  - iii. Mentoring may include in-person and remote training of groups and individuals. Follow up will be tailored to individual participants.
  - iv. Program participants may also receive access to unstructured, ad hoc mentoring and “on call” assistance to accommodate their unexpected, emergent business questions and concerns.
  - v. We will partner with at least one non-profit organization to help identify qualifying individuals or businesses, and/or develop and execute our Positive Impact Plan goals. In Year 1 our non-profit partner is the Massachusetts Recreational Consumer Council (MRCC), who provided assistance in the development of this plan.
- b. **Measurement:** Executives will quantify their hours and submit their proposed lesson plans and training records to the CEO for review. We will quantify and report on all applicant and participant information including mentee headcounts and demographics. We will also conduct qualitative participant surveys in order to assess the efficacy of this program. CEO to prepare an annual report for the CCC and members of Keystone Bluff, LLC to include a narrative account of the impact of this program, a YTD reconciliation of applicant and participant demographics and any additional program data as required by the CCC.

2. **Goal:** Reduce financial barrier to entry in the commercial, adult-use cannabis industry for past or present residents of the geographic, “areas of disproportionate impact” as well as Commission-designated Economic Empowerment Priority applicants and Commission-designated Social Equity Program participants. Our goal is to provide funding to a minimum of one individual or business per year.

- a. **Program: Equity Finance** -- Provide funding to help businesses founded by individuals with limited net worth and access to traditional sources of capital to meet start-up and working capital needs.
  - i. Create a dedicated Program Fund to underwrite the initiative. The minimum annual set aside for this fund will be \$5,000, or 1% of annual gross income, whichever is higher.
  - ii. Qualifying applicants will be eligible to receive separate 1-on-1 mentoring and training through the Incubator Program.

- iii. We will provide direct assistance, training and organizational resources to qualified applicant(s) attempting to complete a license application for an adult-use marijuana establishment.
  - iv. Disbursements from the Program Fund will be in the form of interest-free loans to qualified applicants.
  - v. We will make introductions and host networking opportunities that give participants the opportunity to solicit additional potential sources of capital.
- b. **Measurement:** We will quantify and report on all Equity Finance applicant and participant demographics. We will also conduct participant surveys in order to assess the efficacy of this program. CEO to prepare an annual report for the CCC and members of Keystone Bluff, LLC to include a narrative account of the impact of this program, a YTD reconciliation of applicant and participant demographics, comprehensive financial disclosures, and any additional program data as required by the CCC.

### 3.0 Measurement

To measure the success of our plan to positively impact areas of disproportionate impact our CEO will hold a meeting with all Keystone Bluff executives on a quarterly basis, to plan our collective activities, set milestones, and ensure progress is being made throughout the year. On an annual basis, one month prior to our annual license renewal review, our CEO will prepare a brief summary report for the CCC that includes information about our progress and results. Data sources are both quantitative and qualitative and include timekeeping, communication logs, meeting minutes, lesson plans, presentation material and sign-in sheets and questionnaires/surveys when applicable.

### 4.0 Topics for Cannabis Industry Instruction:

- **Cultivation and Plant Care** (*Best Practices for Indoor Organic Cannabis Cultivation; Integrated Pest Management; Cannabis Plant Anatomy and Physiology; MA Regulations, Guidance and Compliance; Stages of Growth and Cannabis Plant 101*)
- **Manufacturing and Processing** (*Harvesting, Trimming and Handling Cannabis Flower; Drying and Curing Methods for Cannabis Flower; Manufacturing Rosin*)
- **Business Management and Fundamentals** (*Creating a Cannabis Business Plan; Searching for -- and Connecting with -- Investor Capital; Managing Investor Expectations; Balance Sheet and Pro Forma Financials*)
- **Business Operations** (*Best Practices in Transparency, Reporting and Record Keeping; Best Practices in Security Planning; Fundamentals of Human Resources*)

### 5.0 Acknowledgements

- Any outside organizations named in this plan have been contacted and can either receive the donation we plan on making, or will work with the Keystone Bluff in the furthering of its goals. See the attached letter from MRCC.
- Keystone Bluff will adhere to all 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 programs instituted or actions taken by Keystone Bluff will not violate the CCC's regulations with respect to limitations on ownership or control or other applicable state laws.



**Informed consumers make strong industries.**

**To:** Jason Costa

**Date:** 9/16/2019

**From:** Massachusetts Recreational Consumer Council

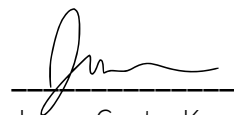
**Subject:**

REQUESTED LETTER FOR DONATIONS

To the Cannabis Control Commission,

This letter is to confirm that Keystone Bluff, LLC has made financial a financial contribution to the Massachusetts Recreational Consumer Council (MRCC), to help support social equity and diversity in the Massachusetts cannabis industry. MRCC is willing to accept future donations from Keystone Bluff, in support of our mission to ensure the safety and wellbeing of recreational marijuana consumers, marijuana businesses, and the general public.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Costa', is written over a solid horizontal line.

Jason Costa, Keystone Bluff, LLC

Date of Signature: 9/16/19

DocuSigned by:  
*Kamani Jefferson*  
E5EECDDA3FB6417...

Date of Signature: 9/16/2019

Kamani Jefferson, Lobbyist, Massachusetts Recreational Consumer Council