



Select Board Meeting Notice AGENDA **AMENDED**



Date

April 10, 2024

Time

3:00 PM

Location

Bourne Veterans' Community Center
239 Main St., Buzzards Bay 02532

Note this meeting is being televised, streamed or recorded by Bourne TV. If anyone in the audience is recording or videotaping, they need to acknowledge such at this time. Use of flash photography during Select Board meetings is prohibited.

If anyone from the public wishes to access the meeting, they can do so by calling the following conference line: **1-929-205-6099**

Zoom Meeting ID: 880 5500 4066

Password: WORKSHOP

The Zoom chat will not be monitored. Participants who wish to speak must raise the hand icon until the Chair asks them to unmute.

All items within the meeting agenda are subject to deliberation and vote(s).

3:00 PM Call public session to order in open session

1. Public comments on non-agenda items - Public comments are allowed for up to a total of 12 minutes at the beginning of each meeting. Each speaker is limited to 3 minutes for comment. (Board members are unable to respond due to posting requirements of the Open Meeting Law).
2. **Report out of Executive Session with Barnstable County Commissioners.**
3. Policy Workshop with Town Counsel: Marijuana
 - a. Process for developing draft Marijuana review procedures
 - i. Specific policies to develop?
 1. Social equity
 2. Multiple applicants
 - ii. Required website content
 - b. Comparative criteria & rating scales
 - i. Transparent permitting
 - ii. Regular municipal fees & charges
 - c. Order of applications – Planning Board (site plan review/special permit) and Select Board (HCA/license)
 - d. Determining what defines a “complete” application
 - e. Review proposed revisions to Model HCA
 - i. Deadlines – time to obtain all local approvals; time to fully operational
 - ii. Termination
 - iii. Transfer/sale of ownership
 - f. Establishing a local license and determining at what point it should issue – is a bylaw necessary?
 - i. Licensing fees
4. Minutes:
5. Next meeting date
6. Adjourn

APR 10 24 PM 11:44
BOURNE TOWN CLERK

BOURNE SELECT BOARD MARIJUANA LICENSING CRITERIA**For Discussion 04/10/2024**

CRITERIA	DOCUMENTATION REVIEWED	GRADING CRITERIA	RATING/POINTS
LOCATION	<ol style="list-style-type: none"> 1. Legal control of the property and, where applicable, authorization to use the property as a marijuana retail establishment. 2. Documentation that the proposed location is in the MOD. 	<ul style="list-style-type: none"> • Does not abut existing school property, recreational fields or community locations where youth congregate. 	____/10
OWNERSHIP	<ol style="list-style-type: none"> 1. Documentation of entity, entity ownership including executive team and experience. 2. Business name. 3. Massachusetts Business Identification number. 4. Articles of Organization 5. Bylaws (or the business' operating agreement in cases of limited liability companies or other applicable entity structure) 6. Doing-business-as names. 	<ul style="list-style-type: none"> • Owner(s) Bourne resident(s) for at least 3 years (of the last 5 years). • Documented business experience. • Documented industry experience or industry sensitive experience. • Majority woman owned business. • Businesses that do not qualify as a Social Equity Business but are majority minority owned. 	____/30

EQUITY STANDARDS/EQUITY PARTIES	<p>Documentation showing:</p> <ol style="list-style-type: none"> 1. whether an individual, entity, or License Applicant is pre-verified or verified pursuant to 935 CMR 500.101(7) or 935 CMR 501.101(4) as a Social Equity Business; 2. whether the License Applicant is a Social Equity Program Participant; 3. whether the License Applicant is an Economic Empowerment Priority Applicant; 4. whether a License Applicant or pre-verified individual or entity has a prior Marijuana-related criminal offense or conviction; 5. whether a License Applicant or pre-verified individual or entity is part of an Area of Disproportionate Impact, as identified by the Commission; or 6. whether a pre-verified individual is of Black, African American, Hispanic, Latino, Native American or indigenous descent, or a majority of a pre-verified entity or License Applicant entity is comprised of individuals that are of Black, African American, Hispanic, Latino, Native American or indigenous descent. 	<ul style="list-style-type: none"> • Proof that the individual has satisfied any of these criteria will result in a score of 25. 	_____/30
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BUSINESS PLAN	<p>1. Business Plan which includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> ○ Description of the business operation, including type of operation, source of product, marketing plans and future plans for expansion of size or product offering. ○ Size of lot and size of building ○ Proposed Plan/Conceptual design for store (including elevation), plot plan including store, parking, and traffic plan ○ Proposed Hours of Operation ○ Proposed hiring practices <p>2. Documentation of Funding Sources available, Pro Forma Projection of first year of operation including working capital required and credit lines available for cash flow.</p>	<ul style="list-style-type: none"> • Business Plan includes management by Bourne resident(s), commitment to hiring Bourne residents and annual reporting of the number of employees who are Bourne residents. • Business Plan includes commitment to hiring diversity applicants (minority, women, veteran, disabled indigenous and LGBT) and annual reporting of the number of diversity employees. • Business Plan includes operation at start-up or future operation as a Medical Treatment Center. • Business Plan demonstrates adequate financing to support operations. • Business Plan and proposed location supports the goals of the Local Comprehensive Plan for job creation, community design, stable business, local ownership and employment. 	<p>_____/30</p>
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Commented [IF1]: Should this be here or as part of "Location"? This seems to be more of a building issue vs. operation issue.

		<ul style="list-style-type: none">• Business Plan includes sustainability and green energy initiatives.• Business Plan includes community outreach plan• Business Plan includes a training program, employee manuals and policies	
TOTAL			____/100

Host Community Agreement

This Host Community Agreement (“Agreement”) is entered into and executed this _____ day of _____, _____ by and between _____,

a business entity certified and recorded with the Massachusetts Secretary of the Commonwealth (the “Company”) applying for and/or currently holding a license issued by the Cannabis Control Commission (the “Commission”) and the Town of Bourne, by and through its Select Board (the “Town”).

WHEREAS, the Company is applying for a Commission license (the “Applicant”) and/or is currently licensed by the Commission as a Marijuana Retailer or Medical Marijuana Treatment Center (the “Licensee”), and is located within or plans to locate within the Town;

WHEREAS, the Company shall comply with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, and such approvals as may be issued by the Town in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Company and the Town (collectively, the “Parties”) intend by executing this Agreement to comply and satisfy the provisions of G.L. c. 94G, § 3(d), as applicable to the licensed operation of the Marijuana Retailer or Medical Marijuana Treatment Center, with such operations to be conducted in accordance with applicable zoning, laws, bylaws, and regulations of the Town; and

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

1. **Terms.**

Where applicable, the following terms shall hold the same meaning and definitions as defined by the Commission in 935 CMR 500.000 et seq. and 935 CMR 501.000 et seq., as applicable:

- a) Marijuana Retailer (“MR”) is an entity authorized to purchase and transport marijuana and marijuana products from other marijuana licensed businesses, and to sell or otherwise transfer marijuana and marijuana products to other marijuana licensed businesses and to consumers as defined in 935 CMR 500.002.
- b) Medical Marijuana Treatment Center (“MTC”) means an entity licensed under 935 CMR 501.101 that acquires, cultivates, possesses, Processes (including development of related products such as Edibles, MIPs, Tinctures, aerosols, oils, or ointments), repackages, transports, sells, distributes, delivers, dispenses, or administers Marijuana, products containing Marijuana, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use. Unless

otherwise specified, MTC refers to the site(s) of dispensing Marijuana for medical use, only.

- c) Final License means a certificate of final licensure issued by the Commission pursuant to its authority under G.L. c. 94G.
- d) Fiscal Year means the time period beginning with July 1 and end with the following June 30.
- e) Community Impact Fee ("CIF") means impact fee(s) claimed by the Town which have been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- f) Claimed Community Impact Fee ("Claimed CIF") means impact fee(s) claimed by the Town which have not been certified by the Commission or ruled upon by a court of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.
- g) Reasonably Related means a demonstrable nexus between the actual operations of a MR or MTC and an enhanced need for a Town's goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a Town shall not be considered Reasonably Related. Should there be a conflict between these definitions and those contained in 935 CMR 500.000 et seq. and/or 935 CMR 501.000 et seq., the Commission's regulations shall control. Additionally, any term used in this Agreement but not identified and defined in this section shall hold the same meaning and definition as so defined in the Commission's regulations.

2. Authorized Operations.

The Parties stipulate that this Agreement provides permission for the Company to apply for, obtain, and operate the following selected license type(s) within the Town:

- ☐ Medical Marijuana Treatment Center, Dispensary Only
- ☐ Marijuana Retailer

3. Location.

The MTC or MR is: _____. If the MR/MTC wishes to relocate to another location in Town, a new HCA shall be required.

4. Compliance.

The Parties shall comply with all laws and regulations governing the operation of the license type(s) selected in Section 2, as applicable, including, but not limited to:

Commented [IF1]: This is not included in the Model HCA. However, the regulations state: "A Marijuana Establishment that seeks a location change within the same Host Community after execution of an HCA may be required to provide an amended HCA to the Commission"

- a) G.L. c. 94G, G.L. c. 94I, 935 CMR 500.000 et seq., and 935 CMR 501.000 et seq., as applicable, as the same may be amended from time to time, or its successor statute(s) if any.
- b) The Town's bylaws, local laws, regulations, and zoning applicable to the operation of MR/MTC.
- c) The Company shall be responsible for obtaining from the Commission and the Town all licenses, permits, and approvals required for the operation of each license covered by the Agreement.
- d) The obligations of the Parties are contingent on the Company:
 - i. Obtaining a Final License from the Commission for operation of a license type(s) selected in Section 2 in the Town and maintaining such license; and
 - ii. The Company's receipt of any and all necessary local permits and approvals to locate, occupy, and operate the license type(s) selected in Section 2 in the Town, inclusive of zoning compliance and maintaining compliance with all conditions of said approvals.
- e) This Agreement shall become voidable under the following circumstances:
 - i. If the Company is unable to obtain a Final License from the Commission within **two years** of execution of this agreement; or
 - ii. If such local permits and approvals are not granted for any reason **within six months** of execution of this agreement; or
 - iii. If such local permits and approvals are granted, but lapse due to nonuse; or
 - iv. If the Company ceases operations of its MR/MTC in the Town for a period of greater than 60 days without substantial action to reopen or relocate such operations outside of the Town; or
 - v. Termination or revocation of the Company's Final License from the Commission.

Upon a showing of good cause, the Select Board may grant an extension to the termination dates provided herein.

- f) This Agreement does not affect the authority of the Town to issue or deny permits, licenses, or other approvals under the statutes and regulations of the Commonwealth, or the bylaws, local laws, zoning, and ordinances of the Town. Nor does this Agreement affect the Town's ability to enforce any applicable law.
- g) The Parties to this Agreement shall work in good faith to effectuate the purposes of this Agreement.

5. Annual Payments Responsibilities.

The Parties agree to the following provisions regarding annual payments responsibilities:

a) Community Impact Fees

- i. There may be additional expenses and impacts including but not limited to impacts on the Town's infrastructure systems, law enforcement, and fire protection services, as well as unforeseen expenses and impacts on the Town that are Reasonably Related to the operation of the MR/MTC.
- ii. To mitigate Reasonably Related expenses and impacts, the Company shall pay a CIF to the Town.
- iii. The Town shall not explicitly or implicitly require the Company to make a promise of upfront or future monetary payments, in-kind contributions, or charitable contributions to the Town, notwithstanding the CIF payment provision allowed under G.L. c. 94G, § 3.
- iv. A Claimed CIF or CIF shall not exceed three percent of the gross sales of the Company, nor be calculated on a certain percentage of the Company's sales.
- v. The Town shall not attempt to collect Claimed CIFs or CIFs relating to any operations occurring prior to the date the Company is granted a Final License by the Commission for any MR/MTC license(s) covered under this Agreement.
- vi. The Town shall not attempt to collect Claimed CIFs or CIFs from the Company that has held a Final License for more than nine (9) years for a particular MR/MTC.
- vii. The Company shall notify the Town within five (5) business days of the issuance of a Final License to the Company by the Commission for any license covered under this Agreement. Additionally, the Company shall notify the Town within five (5) business days of the issuance of a renewal of a license to the Company by the Commission for any license covered under this Agreement.
- viii. The Town shall provide an annual itemized invoice of Claimed CIFs claimed by the Town that are Reasonably Related to the operations of the Company within one (1) month of the anniversary of the date the Company receives or received a Final License from the Commission for each license held by the Company located within the Town, if more than one. All subsequent, one-year invoice periods shall be consistent with the anniversary of the Company's Final License date(s). Failure to provide said invoice within the prescribed time shall result in the Town forfeiting any Claimed CIF or CIF it may have been entitled to for the applicable year of the Company's operation.
- ix. The Town's itemized invoice shall specifically describe how the Claimed CIFs were spent, including a line item for each good or service charged, and a statement of its cost, purpose, and relation to the Company's particular operations.
- x. The Company shall annually pay any undisputed Claimed CIF or CIF no later than the end of the current Fiscal Year or within 90 days of the date of the Commission's certification of the CIF, whichever is later.
- xi. The Company shall not be required to pay a Claimed CIF or CIF while the Claimed CIF or CIF is the subject of a nonfrivolous legal dispute either through the Commission's administrative hearing process or before a court of competent jurisdiction.

b) Waivers of CIF

The Town may not assess Claimed CIFs or CIFs or may choose to not collect either in a particular year. Any such election shall not operate as a waiver of the Town's rights under this Agreement to collect a CIF in subsequent years.

c) Generally Occurring Fees

Generally occurring fees are those fees customarily imposed by the Town on non-cannabis businesses operating within its confines and shall not be considered a CIF. These fees include, but are not limited to, sewer and water connection, and waste collection.

Generally Occurring Fees the Company will be required to pay:

- Utility fees, including water, sewer, and stormwater
- Waste collection fees;
- Fees collected in association with licenses, permits, and approvals, including, but not limited to, consultant fees; and
- OTHER

Commented [IF2]: Any others?

The Company concurs and consents to the stated list of Town's expected Generally Occurring Fees provided herein.

d) Local Taxes

Property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable taxes for that property shall be paid directly by the appropriate property owner. Local taxes, for purposes of this Agreement, shall include any and all special assessments or betterments, and any legally imposed surcharges, including but not limited to a surcharge imposed under the Community Preservation Act, G.L. c. 44B.

e) Other Taxes

Notwithstanding any previously identified provisions, the Company acknowledges and affirms its obligation to pay any and all fees associated with sales tax, excise tax on Marijuana and Marijuana Products, or other taxes or fees otherwise provided for in G.L. c. 94G, G.L. c. 64H, and G.L. c. 64N.

6. **Security.**

- a) The Company shall maintain security at its MR/MTC in accordance with the security plan presented to the Town and the Commission. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of MRs/MTCs, as applicable, and the security thereof.
- b) The Company shall comply with all Commission and the Town security requirements as promulgated by state law, regulation, local law, ordinance, or bylaw.

7. Energy Usage.

The Company shall comply with the Commission's energy regulations provided in 935 CMR 500.105(1)(q), 935 CMR 500.105(15), 935 CMR 500.120(11), 935 CMR 500.130, et seq., and, if applicable, comparative medical regulations.

8. Diversity, Equity, and Local Opportunities.

- a) The Company shall, consistent with applicable laws and regulations, make good faith efforts to hire municipal residents for employment, supplier services, and/or vendor services.
- b) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses for employment, supplier services, and/or vendor services from areas defined as Areas of Disproportionate Impact by the Commission.
- c) The Company shall, consistent with applicable laws and regulations, have goals, programs, and metrics, and make progress towards those goals to hire individuals/businesses identifying as, as people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, Veterans, persons with disabilities, and LGBTQ+ people.

9. Effective Date, Term, and Termination.

- a) This Agreement shall be in full force and effect beginning on _____.
- b) This Agreement shall terminate on _____.
- c) At the conclusion of the term of this Agreement, the Parties may negotiate a new Agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced. Alternatively, the Parties may negotiate and execute an HCA Waiver.

10. Notice of Discontinuance of Operations.

- a) The Town shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the Town's intention to discontinue relations with reasonable advanced notice that shall be no less than _____ business days.
- b) The Company shall provide notice to the Town no less than 90 days prior to cessation or relocation of operations.

11. Governing Law and Severability.

This Agreement shall be governed in accordance with the laws of the Commonwealth of Massachusetts. If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and

conditions of this Agreement shall not be deemed affected thereby, unless one or both Parties would be substantially or materially prejudiced.

12. Confidentiality.

The Parties agree that all records in the possession of the Town are governed by G.L. c. 66, § 10, the Public Records Law.

13. Amendments/Waiver.

The Parties may make amendments to this Agreement or waive its terms only by a mutually executed written agreement in accordance with the current prevailing regulations and laws as such regulations and laws may be amended or replaced.

14. Successors/Assignees.

This Agreement is binding upon the Parties hereto, their successors, assignees and legal representatives. The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the Town.

Commented [IF3]: The regulations do not restrict your ability to decline to agree to a transfer.

15. Change in Ownership

Prior written approval of the Town shall be required before the Company submits a Change of Ownership request to the Commission.

Commented [IF4]: This provision is not in the model, but it is allowed.

16. Counterparts.

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

17. Signatures.

Facsimile and electronic signatures affixed to this Agreement shall have the same weight and authority as an original signature. The individuals signing below have full authority to do so by the entity on whose behalf they have signed.

18. Notices.

Except as otherwise provided herein, any notices, consents, demands, requests, approvals, or other communications required or permitted under this Agreement shall be made both electronically and by mail to the address(es) identified below for the respective Parties.

Identified Address(es) for the Town:

Bourne Select Board
24 Perry Avenue
Buzzards Bay, MA 02532

Identified Address(es) for the Company:

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