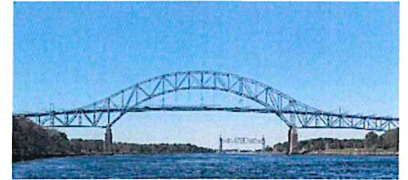


Select Board Meeting Notice AGENDA



Date

April 24, 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: 817 7430 1173

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. Policy Workshop with Town Counsel: Marijuana
 - a. Discussion of Social equity policy/model bylaw
 - b. Review and discuss revised Comparative criteria & rating scales
 - c. Review proposed revisions to Model HCA
 - d. Establishing a local license or not?
 - i. Is a bylaw necessary?
 - ii. Licensing fees
 - e. Discuss timeline/to do list
3. Minutes: 3.27.24
4. Next meeting date – May 8th conflicts with Mass Development Open House for JBCC
5. Adjourn

Model Municipal Equity By-Law or Ordinance Template

PUBLIC COMMENT

Please note: the Cannabis Control Commission is accepting public comments in response to this template (Model Municipal Equity By-Law or Ordinance) from April 11, 2024 through April 25, 2024 at 5 p.m. All public comment submissions should be emailed to Commission@CCCMass.com with the subject line “Public Comment: Model Municipal Equity By-law or Ordinance”.



Introduction & Purpose

Pursuant to M.G.L. c. 94G § 3(d)(5), the Cannabis Control Commission (“Commission”) is required to establish minimum acceptable standards for Host Communities to promote and encourage full participation in the regulated marijuana industry by people from communities that were disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities. Furthermore, M.G.L. c. 94G, § 4(a)(xxxi)-(xxxii) empowers the Commission to establish procedures for Host Communities to promote and encourage full participation in the regulated marijuana industry during Host Community Agreement negotiations with License Applicants that have been designated as Social Equity Businesses, Social Equity Program Participants, and Economic Empowerment Priority Applicants.

Under 935 CMR 500.181(3)(a) and 501.181(3)(a), Host Communities are presumed to have met the Commission's minimum acceptable equity standards for promoting and encouraging full participation in the regulated marijuana industry by taking one of the following actions:

1. Adopting an ordinance or bylaw to exclusively permit Social Equity Businesses for three years or until the goals of the exclusivity period have been met;
2. Adopting the Model By-Law or Ordinance created by the Commission to permit Social Equity Businesses; or
3. Creating a Local Approval Process for equity applicants that is administered on a 1:1 basis, where a General Applicant may be approved only after a Social Equity Business has commenced operations. Host Communities may choose to administer a 1:1 Local Approval Process until such time as 50% of the Licensees operating in the Host Community are Social Equity Businesses.

This Model Municipal Equity By-Law or Ordinance Template document (“Model”) was created by the Commission to help guide Host Communities with compliance of new regulatory requirements. The Commission advises Host Communities to consult with appropriate counsel and other relevant authorities and official to ensure adoption an appropriate by-law or ordinance that meets legal requirements.



MODEL MUNICIPAL EQUITY BY-LAW/ORDINANCE

Section 1: Legislative Authority

The [City/Town] is authorized pursuant to St. 2022, c. 180, An act relative to equity in the cannabis industry, M. G. L. c. 94G and M. G. L. c. 94I, 935 CMR §§ 500, and 501.

Section 2: Purpose

The intent of this [by-law/ordinance] is to develop clear policies and procedures to encourage full participation in the marijuana industry by people from communities that were disproportionately harmed by Marijuana prohibition and enforcement. These policies and procedures will assist the [City/Town] in negotiating host community agreements with applicants for marijuana establishments and medical marijuana treatment centers such as social equity businesses, social equity program participants, or economic empowerment priority applicants and other business owners.

Section 3: Applicability

This [by-law/ordinance] shall apply to all [City/Town] individuals and entities applying to be in the adult-use and medical-use cannabis industries located within the [City/Town]. No person shall operate a marijuana establishment or a medical marijuana treatment center unless duly licensed to do so by the Cannabis Control Commission. Nothing in this section shall be construed to supersede federal and state laws governing the sale and distribution of marijuana.

Section 4: Definitions

The definitions set forth in M.G.L. c.94I § 1, M.G.L. c. 94G § 1, 935 CMR §§500.002, and §§501.002 are incorporated herein by reference. In the event of a conflict between the definitions in this [by-law/ordinance] and those contained in state laws and regulations, the definitions contained in state laws and regulations shall govern.

Section 5: Transparency of Applications and Applicants

The [City/Town] shall publish data regarding its total applicant pool, which shall identify each pre-verified or verified social equity business, social equity program participant or economic empowerment priority applicant.



The [City/Town] shall publicize certain information in a conspicuous location at its offices and on its website which shall, at minimum, include:

1. All required steps of the [City/Town]'s local approval process including, but not limited to, all associated fees, deadlines, and meeting schedules for local bodies involved in the Local Approval Process;
2. Identification of key individuals involved in the [City/Town]'s local approval process, including, but not limited to, their name, title, business address, and business contact information such as email address or phone number;
3. A list of all documentation required by the [City/Town]'s local approval process, in downloadable form and paper form;
4. Identification of application criteria for local approval to operate a marijuana establishment or medical marijuana treatment center, and scoring methodologies relied on by the [City/Town];
5. General and individual scoring information for all license applicants;
6. The [City/Town]'s explanation, in narrative form, of its reasoning for the approval or denial of an application; and
7. Any other information required by the Commission as outlined in 935 CMR §§ 500 and 501.

Section 6: Procedures and Policies for Host Community Agreement Negotiations

1. The [City/Town] shall adhere to best practices for host community agreement negotiations with individuals or entities pre-verified or verified as social equity businesses, and license applicants that have been designated as social equity program participants or economic empowerment priority applicants including, but not limited to, the following:
2. The [City/Town] shall develop a standard evaluation form, or use a form developed by the Commission, that scores components of an application. The evaluation form shall include consideration of equity in the overall evaluation score which must comprise not less than 25% of the total evaluation score.
3. This equity component shall include:
 - a. whether an individual, entity, or license applicant is pre-verified or verified by the Commission as a social equity business;
 - b. whether the license applicant is a social equity program participant;
 - c. whether the license applicant is an economic empowerment priority applicant;



- d. whether a license applicant or pre-verified individual or entity has a prior Marijuana-related criminal offense or conviction;
 - e. whether a license applicant or pre-verified individual or entity is part of an area of disproportionate Impact, as identified by the Commission; or
 - f. 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.
4. If the [City/Town] decides to allow additional marijuana establishments or medical marijuana treatment centers, at least 50% of those licenses, but no less than one license, above the previously-established cap shall be reserved for license applicants that are pre-verified or verified social equity businesses, social equity program participants, Economic Empowerment Priority Applicants, or all.

Section 7: Municipal Equity Plan

1. The [City/Town] shall develop an equity plan to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by cannabis prohibition and enforcement.
2. The [City/Town] shall publicize its equity plan in a conspicuous location at its offices and on its website.
3. The [City/Town]'s equity plan shall:
 - a. encourage applications from business and individuals that would meet the definition of Social Equity Businesses, Social Equity Program Participants, and Economic Empowerment Priority Applicants as determined by the Commission; and
 - b. include goals, programs, and measurements the Host Community will utilize to promote and encourage equity participation.

Section 8: Equity Standards for Host Community Agreements

1. The [City/Town] shall prioritize negotiations of host community agreements with equity parties. For the purposes of negotiations of a host community agreement for an application for licensure, equity parties are as follows:
 - a. a license applicant that is pre-verified or verified as a social equity business; or
 - b. a license applicant that has been designated as social equity program participants, economic empowerment priority applicants, or both.



2. The [City/Town] may waive or reduce fees for an equity party to a host community agreement negotiation, including, but not limited to community impact fees, zoning, and occupancy fees.
3. At minimum, the [City/Town] shall take the following actions during host community agreement negotiations with an equity party to promote and encourage their full participation:
 - a. engage in an ongoing dialogue by providing multiple opportunities for discussion and negotiation of host community agreement terms including, at minimum, two conferences with an equity party;
 - b. include any attorney, authorized representative, or other advocate, if elected by an equity party, in all negotiation discussions and conferences;
 - c. promote language access by providing a certified interpreter or translator to assist an equity party who is a non-english speaker during all negotiation discussions and conferences;
 - d. provide reasonable opportunities for an equity party to review a proposed host community agreement, term, or condition, outside of a negotiation conference, or to seek review or input by a third party of their choice;
 - e. negotiate the terms of a host community agreement in good faith, including consideration of flexible terms that may mitigate particular challenges affecting an equity party, such as access to capital, with all terms and clauses conspicuously identified and openly discussed; and
 - f. allow an equity party to propose an amendment to, or seek cancellation of, a host community agreement within thirty days from the date of execution of the host community agreement.
4. The [City/Town] may also:
 - a. expedite or prioritize the local approval process for social equity businesses, social equity program participants, and economic empowerment priority applicants;
 - b. provide technical assistance for social equity businesses, social equity program participants, and economic empowerment priority applicants navigating the local approval process;
 - c. designate counsel and/or a municipal planner, or other designees, as municipal contacts who shall work closely with social equity businesses, social equity program participants, and economic empowerment priority applicants in the local approval process from initial inquiry through the end of the permitting process; or
 - d. adopt an exclusivity period to permit social equity businesses for three years or until the goals of the exclusivity period have been met.
5. The [City/Town] shall not:
 - a. negotiate a host community agreement with an equity party through the use of undue influence, duress, coercion, intimidation, threats, or any strong-arm tactics;
 - b. threaten loss of an equity party's position in its local application queue or delay to



- the processing of an equity party's application;
- c. compel an equity party to sign a host community agreement in any manner that conflicts with the practices required through applicable state law and regulations and
 - d. Negotiate or discontinue negotiations with an equity party in bad faith.

Section 9: Implementation

This [by-law/ordinance] shall not be implemented in a manner that conflicts or interferes with the M.G.L. c. 94G or c. 94I, or with the regulations promulgated thereunder, including 935 CMR §§500 or 501.

Section 10: Severability

If any provisions of this [by-law/ordinance] shall be held to be invalid, those provisions shall be severable, and the remaining sections shall be valid with full force and effect.





COMMONWEALTH OF MASSACHUSETTS

Guidance on Municipal Equity & Industry Participation

April 2024

Massachusetts Cannabis Control Commission

Ava Callender Concepcion, Acting Chair

Nurys Camargo, Commissioner

Kimberly Roy, Commissioner

Bruce Stebbins, Commissioner

Debra Hilton-Creek , Acting Executive Director

Table of Contents

I.	Introduction	5
II.	Role of Cannabis Control Commission.....	5
III.	Commission License Types	6
	Medical Marijuana Treatment Center	6
	Marijuana Cultivator, Microbusiness, and Craft Marijuana Cooperative	6
	Marijuana Product Manufacturer	7
	Marijuana Retailer.....	7
	Marijuana Transporters	7
	Delivery Licenses	7
	Marijuana Research Facility.....	8
	Independent Testing & Standards Laboratories	8
	Social Consumption Establishment.....	8
IV.	Role of Host Communities & Municipalities.....	9
	HCAs and Community Impact Fees (CIFs)	9
	State and Local Taxes	9
	Local Control: Bylaws and Ordinances	10
	Limiting Marijuana Businesses.....	10
	Municipality Imposed Penalties	11
	Additional Permits.....	12
	Buffer Zones.....	12
V.	The Municipal Role in the Commission Licensing Process	12
VI.	Municipal Equity Requirements.....	13
	Minimum Standards for Equity By-laws and Ordinances	13
	Municipal Transparency Practice Requirements.....	13
	Host Community Positive Impact Plan	14
	Host Community Compliance & Notification Requirements	15

VII.	Complaints Against Host Communities	15
VIII.	Seeking Counsel, Support, and Questions	16

I. Introduction

The following guidance is provided to assist municipalities working with businesses seeking to apply for licensure and operate as (1) adult-use Marijuana Establishments (“ME”) under 935 Code Mass. Regs. § (“CMR”) 500.000 and/or (2) Medical Marijuana Treatment Centers (“MTC”) under 935 CMR 501.000. This guidance is not legal advice. If municipalities have questions regarding the legal requirements for licensure and other compliance obligations, they are encouraged to consult appropriate legal counsel.¹

II. Role of Cannabis Control Commission

The Commission has broad authority over the licensing of MEs and MTCs. It has also established regulatory requirements to address public safety, health, and welfare concerns such as the testing², potency, packaging, labeling, advertising³, dispensing, and diversion of marijuana and marijuana products.⁴ Additionally, the Commission is empowered to promote and encourage the full participation in the regulated marijuana industry by individuals and communities disproportionately impacted by marijuana prohibition, women, minority, and veteran-owned businesses.

As a licensing agency, the Commission reviews applicants’ qualifications for licensure, including background checks and suitability determinations, prior to issuing provisional and final licenses and ultimately approving a licensee to commence operations. As part of their licensing application process, applicants must hold a community outreach meeting and enter into a Host Community Agreement (“HCA”) with a municipality.⁵

Furthermore, the Commission is now required to review and approve HCAs⁶ and review local ordinances and by-laws to ensure the municipality promotes an equitable licensed cannabis industry within its borders.⁷ The Commission started its review and enforcement of HCAs in March 2024. In May 2024, the Commission will commence review and enforcement of local equity policies required under relevant law and regulations.

Once a license has been issued, the Commission may inspect MEs and MTCs, investigate close associates of a licensee whom the Commission suspects is involved in the financing, operation, or management of such licensee, and may impose fees and fines and conduct adjudicatory proceedings. It

¹ The Commission uses the term “counsel” as inclusive of and not limited to the following municipal positions: Town Counsel, City Solicitor, Corporation Counsel, Special Town/Municipal Counsel, and Labor Counsel.

² 935 CMR 500.160 and 935 CMR 501.160.

³ 935 CMR 500.105 501.105, and 935 CMR 500.145.

⁴ 935 CMR 500.110 and 501.110.

⁵ 935 CMR 500.180 ; 935 CMR 501.180.

⁶ G.L. c. 94G § 4(a); 935 CMR 500.181(3) and 935 CMR 501.181(3).

⁷ 935 CMR 500.181(3)(d) and 935 CMR 501.181(3)(d).



may also restrict, revoke, or suspend a license.⁸

The Commission has developed relationships with federal, state, and municipal officials in order to address areas of common concern. It may adopt, amend, or repeal regulations for the implementation, administration, and enforcement of the law; refer cases for criminal prosecution to the appropriate law enforcement authorities; monitor federal activity regarding marijuana and hemp; and prepare and publish research studies, legislative reports, or related materials.⁹

More information regarding the Commission's licensing process can be found in its Guidance on Licensure.

III. Commission License Types

The Commission is empowered to license businesses that meet certain qualifications as MEs and MTCs. A brief list and description of the different types of licenses issued by the Commission are as follows:

Medical Marijuana Treatment Center

An MTC is an entity licensed under 935 CMR 501.000, that acquires, cultivates, possesses, processes, repackages, transports, sells, distributes, delivers, dispenses, or administers marijuana, marijuana products, related supplies, or educational materials to Registered Qualifying Patients or their Personal Caregivers for medical use.

Marijuana Cultivator, Microbusiness, and Craft Marijuana Cooperative

A Marijuana Cultivator is an entity licensed to cultivate, process and package Marijuana, and to transfer Marijuana to other MEs, but not to Consumers. Cultivators select what tier, *i.e.*, size of the grow they will operate, which determines their application and licensing fees.

A Microbusiness is an entity that can be either a Tier 1 Marijuana Cultivator or Marijuana Product Manufacturer, or both; if it is in receipt of a Delivery Endorsement issued by the Commission, it may deliver Marijuana or Marijuana Products produced at its licensed location directly to Consumers.¹⁰

A Craft Marijuana Cooperative is a type of Marijuana Cultivator organized as a limited liability company, limited liability partnership, or a cooperative corporation.¹¹ The cooperative license authorizes it to cultivate, obtain, manufacture, process, package, brand and transfer marijuana products

⁸ See generally G.L. c. 94G § 4; 935 CMR 500.301-500.370 and 935 CMR 501.301-501.370; 935 CMR 500.500 and 935 CMR 501.500.

⁹ See generally G.L. c. 94G § 4.

¹⁰ See 935 CMR 500.002.

¹¹ 935 Code Mass. Regs. § 500.002.



to MEs, but not to consumers.

Marijuana Product Manufacturer

A Marijuana Product Manufacturer is an entity authorized to obtain, manufacture, process, and package marijuana or marijuana products, and to transport and transfer product to other MEs, but not to consumers.¹² All edibles prepared by a manufacturer shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. Safe handling regulations are enforceable by local boards of health.

Marijuana Retailer

A Marijuana Retailer is an entity authorized to transport, sell, purchase, repackage, or otherwise transfer marijuana or marijuana products to MEs and to sell marijuana, marijuana products, marijuana accessories and branded goods to consumers 21 years of age or older.¹³ A Marijuana Retailer may be collocated with an MTC.¹⁴

Marijuana Transporters

There are two types of Marijuana Transporter licenses: (1) a Third-party Transporter; and (2) an Existing Licensee Transporter.

A Third-party Transporter is an entity currently licensed to do business in Massachusetts that does not hold any other ME license pursuant to 935 CMR 500.050¹⁵ and is not formerly registered or currently licensed as an MTC pursuant to CMR 501.000: *Medical use of Marijuana*. A Third-party Transporter is permitted to transport marijuana and marijuana products between MEs and between MTCs.

An Existing Licensee Transporter is an ME that wishes to contract with other MEs to transport their marijuana and marijuana products to other MEs. Marijuana Transporters are allowed to warehouse marijuana and marijuana products in a form and manner determined by the Commission.¹⁶

Delivery Licenses

There are two available types of Delivery Licenses: (1) Marijuana Courier; and (2) Marijuana Delivery Operator.

A Marijuana Courier may enter into a Delivery Agreement with a Marijuana Retailer to deliver finished

¹² 935 CMR 500.002.

¹³ 935 CMR 500.002.

¹⁴ 935 CMR 500.050(8).

¹⁵ See 935 CMR 500.050, details the various Marijuana Establishment types.

¹⁶ See 935 CMR 500.050(9).



marijuana Products, marijuana accessories, and marijuana branded goods directly to consumers or with an MTC to deliver to patients or caregivers. A Marijuana Courier cannot wholesale, warehouse, process, repackage, or white label these products.

A Marijuana Delivery Operator may wholesale finished marijuana products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness, or Craft Marijuana Cooperative. It can also sell and deliver finished marijuana products, marijuana accessories, and marijuana branded goods directly to consumers. A Marijuana Delivery Operator cannot currently process or repackage marijuana products.

Marijuana Research Facility

A Marijuana Research Facility Licensee may be an academic institution, nonprofit corporation, or domestic corporation or entity authorized to do business in the Commonwealth, including a licensed ME or MTC, that is licensed to conduct research.¹⁷ A license to operate a Marijuana Research Facility is separate from a Research Permit to conduct a specific research project as researchers need Commission approval for each Research Permit before conducting their research. A Marijuana Research Facility Licensee may engage in cultivation or product manufacturing of marijuana or marijuana products if the cultivation or product manufacturing process is the subject of its research. Additionally, Marijuana Research Facility Licensees may not transfer marijuana or marijuana products to other licensees, other than for testing, or sell to consumers, patients, or caregivers.¹⁸

Independent Testing & Standards Laboratories

There are two types of laboratory licenses: (1) Independent Testing Laboratory (“ITL”), and (2) Standards Laboratory. An ITL primarily contracts with licensees to test products for sale to consumers and patients. ITL licensees cannot have a financial relationship (other than for testing services) or hold licenses with other MEs or MTCs.

A Standards Laboratory is an entity that would otherwise qualify to be an ITL but instead performs tests to verify the results of an ITL at the request of the Commission.

Social Consumption Establishment

A Social Consumption Establishment is an entity licensed to sell marijuana or marijuana products and allow consumers to consume marijuana or marijuana products solely on its premises.¹⁹ The Commission has developed regulations for the licensing of these entities and will commence Social Consumption Establishment licensing when there are regulatory amendments to facilitate a successful and safe market.²⁰

¹⁷ 935 CMR 500.002.

¹⁸ 935 CMR 500.147.

¹⁹ 935 CMR 500.002.

²⁰ See 935 CMR 500.050(6).



More information regarding the Commission’s available license types can be found in its Guidance on Licensure.

IV. Role of Host Communities & Municipalities

The local control provisions under G.L. c. 94G both authorize and limit the way in which Host Communities can control MEs and MTCs in their communities. For clarity, Host Communities are defined as a municipality in which an ME and/or MTC is located or in which a license applicant has proposed locating an ME and/or MTC.

HCAs and Community Impact Fees (CIFs)

Under state law, MEs and MTCs are required to execute HCAs with the municipalities in which they plan to operate. The agreement must stipulate the responsibilities of the community and the ME or MTC. An HCA is a required component of a license application, so an applicant must execute an HCA with a municipality prior to submitting an application with the Commission.²¹

The HCA may include a CIF; however, it is not mandatory. If a Host Community elects to issue or claim a CIF, it must be reasonably related to the actual operations of an ME or MTC and an enhanced need for a Host Community’s goods or services in order to offset the impact of operations.²² Any cost to a city or town imposed by the operation of an ME or MTC must be adequately documented and is considered a public record under Massachusetts Public Records Law.²³

Additional information on HCA, can be found in the Guidance for Host Community Agreements.

State and Local Taxes

There are three (3) different local and state taxes imposed on the retail sale of adult-use marijuana, which are passed onto the consumer, but not patients and caregivers unless they are purchasing accessories and branded goods.

The state sales tax and state excise tax are collected by the Department of Revenue (“DOR”) and then distributed to municipalities at least four times per year.²⁴ The DOR also empowers a Host Community to impose an additional tax, referred to as the local tax option, of up to 3% on retail transactions for

²¹ G.L. c. 94G § 3(d).

²² 935 CMR 500.002; 935 Code Mass. Regs. § 501.002.

²³ G.L. c. 66 § 10.

²⁴ Adult-use marijuana is subject to the state sales tax of 6.25%; the state excise tax of 10.75%; and the local option for cities or towns, a figure up to 3% on all *retail* transactions. G.L. c. 64N, §§ 2, 3 (a).



marijuana or marijuana products by a Marijuana Retailer.²⁵

Local Control: Bylaws and Ordinances

Under the “local control” provisions of G.L. c. 94G, § 3, the Legislature delegated to municipalities control over MEs²⁶ and MTCs²⁷ operating within their borders. Under § 3, and Commission regulations, Host Communities and municipalities can regulate the number, operations, and locations of potential MEs and MTCs.²⁸ The Commission, in turn, has broad authority over licensing and registration of these applicants, as well as ensuring that HCAs and local ordinances and by-laws that focus on promoting an equitable industry comply with the provisions of G.L. c. 94G.

A Host Community and municipality may adopt ordinances and by-laws that impose reasonable safeguards on the operation of MEs and MTCs and “any business dealing in marijuana accessories,” so long as the restrictions are not unreasonably impracticable and do not conflict with G.L. c. 94G and 94I, or regulations promulgated by the Commission.²⁹

A municipality may determine that a proposed marijuana-related use falls under an existing use authorized by its by-laws or ordinances. However, if a municipality elects to create new ordinances or by-laws with respect to MEs or MTCs, it may implement those that restrict the time, place, and manner of ME or MTC operations and any business dealing in marijuana accessories.³⁰ However, local zoning by-laws or ordinances may not operate to prevent the conversion of an MTC to an adult-use ME engaged in the same type of activity.³¹ The Commission interprets conversion to include not only replacing the operation of an MTC entirely with the operation of an ME, but also addressing colocated marijuana operations, *i.e.*, businesses desiring to sell both medical-use and adult-use marijuana.

Under St. 2022, c. 180, and Commission regulations, Host Communities are required to establish local ordinances or bylaws to promote and encourage full participation in the regulated marijuana industry by individuals and communities that have been disproportionately impacted by marijuana prohibition and enforcement, women, minority, and veteran-owned businesses no later than May 1, 2024. More information on these requirements can be found below in Section VI.

Limiting Marijuana Businesses

²⁵ 830 CMR 64N.1.1.

²⁶ Under G.L. c. 94G, § 1, a Marijuana Establishment is defined as a marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana-related business.

²⁷ Under G.L. c. 94I, § 1, a Medical Marijuana Treatment Center is defined as the premises approved under a medical use marijuana license.

²⁸ See e.g., G.L. c. 94G, §§ 3 (a)(2) and (d); 935 CMR 500.170(2) and 935 CMR 501.170(2).

²⁹ G.L. c. 94G, § 3(a).

³⁰ G.L. c. 94G, § 3 (a)(1).

³¹ *Id.* See also the Supreme Judicial Court’s decision in CommCan, Inc. & another v. Town of Mansfield, 488 Mass. 291, which provides discussion of this issue.



Under G.L. c. 94G, § 3, a municipality may adopt by-laws and ordinances that limit the number of MEs in its community, but it must submit any by-law or ordinance for approval to the voters if the ordinance or by-law would:

- Prohibit the operation of one (1) or more types of ME within the municipality;
- Limit the number of Marijuana Retailers to fewer than 20% of the number of liquor licenses (retail sale not to be drunk on premises) issued in the municipality under G.L. c. 138, § 15. For example, if a municipality has 100 liquor licenses, that municipality may set a maximum limit of 20 marijuana retailers; or
- Limit the number of any type of ME to fewer than the number of MTCs registered to engage in the same type of activity.

If a municipality chooses to enact any of the above-listed enumerated restrictions, the following procedures shall be followed:

- The city solicitor or town counsel must prepare a summary of the proposed ordinance or by-law indicating the number and types of MEs which shall be permitted to operate under the proposed ordinance or by-law and shall be included on the ballot;
- A ballot question shall be prepared asking “Shall this [city or town] adopt the following [by-law or ordinance]? [solicitor/counsel summary] [full text of by-law or ordinance]:”;
- If the majority of the votes cast in answer to the question are in the affirmative, the city or town may adopt the by-law or ordinance, but if the majority of votes cast is in the negative, the city or town shall not adopt the by-law or ordinance; and
- The ballot question may be placed on the ballot at a regular or special election held by the city or town by a vote of the board of selectmen or by the city or town council, with the approval of the mayor or chief executive officer of a city that does not have a mayor, and subject to a municipal charter, if applicable.³²

If a Host Community elects to increase its existing limit on the number of MEs or MTCs permitted to operate, they should ensure a minimum of 50%, but no fewer than one license, of the additional licenses beyond the previously set cap are allocated for Social Equity Businesses or individuals pre-verified with the status of a Social Equity Program Participant or Economic Empowerment Applicant.³³

Municipality Imposed Penalties

A Host Community is permitted to establish civil penalties for violation of an ordinance or by-law enacted pursuant to the Local Control provisions of G.L. c. 94G, § 3, but the penalty must be similar to that imposed for violations of an ordinance or by-law related to alcoholic beverages.³⁴

³² G.L. c. 94G, § 3(e)(3).

³³ 935 CMR 500.181(3)(c)(2); 935 CMR 501.181(3)(c)(2).

³⁴ G.L. c. 94G, § 3 (a)(5).



Additional Permits

Additional local permits may be required. Although Host Communities are prohibited from using a zoning by-law or ordinance to prevent the conversion of an MTC to an ME, the Commission does not interpret the word “prevent” to prohibit the municipality from requiring an MTC that is eligible under the statute to apply for any additional local permits required to change its existing operation to an ME for adult-use. The Commission cautions local permitting boards from exercising their discretion in acting on a request for a local permit in a manner that could be deemed to conflict with the applicable law and regulations.

Buffer Zones

Under state law, an ME or MTC may not be located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.³⁵

The buffer zone distance of 500 feet shall be measured in a straight line from the geometric center of the ME/MTC entrance to the geometric center of the nearest school entrance, unless there is an impassable barrier within those 500 feet; in these cases, the buffer zone distance shall be measured along the center of the shortest publicly-accessible pedestrian travel path from the geometric center of the ME/MTC entrance to the geometric center of the nearest school entrance. The Commission has defined “impassable barrier” as a highway, public or private way or path, inaccessible structure, body of water, or other obstruction that renders any part of the 500-foot straight-line distance between a ME/MTC and a school entrance inaccessible by a pedestrian or automobile.

Municipalities may adopt an ordinance or by-law to reduce that distance requirement under state law and regulations.³⁶

V. The Municipal Role in the Commission Licensing Process

Separate and apart from the Commission’s licensing process, Host Communities and municipalities must also implement its own municipal review process.

The applicant must demonstrate compliance and knowledge with all municipal requirements. To do so, the Commission will directly provide the Host Community with a municipal notice form to be completed by the municipality.³⁷ This form is used to inform the Commission that the license applicant has complied with all applicable municipal by-laws and ordinances at its current stage in the licensing process.

³⁵ G.L. c. 94G, § 5(b)(3).

³⁶ G.L. c. 94G, § 5(b)(3) ; 935 CMR 500.110(3); 935 CMR 501.110(3).

³⁷ 935 CMR 500.102(1)(d) and 935 CMR 501.102(1)(d).



For all ME and MTC License Applicants not subject to 935 CMR 500.102(1)(d)(2), the municipality has 60 days to complete this form.³⁸ For other license applicants, such as Social Equity Business Applicants, municipalities are provided 30 days to respond. Failure to respond to the Commission will result in approval by acquiescence.

VI. Municipal Equity Requirements

Host Communities are required to establish local rules or by-laws to create equity standards to promote and encourage full participation in the regulated marijuana industry.³⁹ On or before May 1, 2024, a Host Community shall submit an attestation to the Commission affirming it has adopted local laws to effectuate compliance and identify the specific local laws passed.⁴⁰ The Host Community shall also submit its equity plan and any other documentation demonstrating compliance with state law and regulations.⁴¹

Minimum Standards for Equity By-laws and Ordinances

A Host Community shall develop a municipal equity plan to encourage full participation in the regulated marijuana industry by individuals from communities disproportionately harmed by cannabis prohibition. The equity plan shall:

- Encourage applications from business and individuals that would meet the definition of Social Equity Businesses (“SEB”), Social Equity Program Participants (“SEP”), and Economic Empowerment Priority Applicants (“EEA”) as determined by the Commission;
- Include goals, programs, and measurements a Host Community will utilize to promote and encourage equity participation; and
- Consistently publish data regarding the total applicant pool for MEs identifying as SEBs, SEPs, and/or EEAs.

Municipal Transparency Practice Requirements

Host Communities are encouraged to build their licensee selection process in a way that prioritizes the community’s individual needs and the Commonwealth’s commitment to an equitable industry and economic justice. To promote and encourage full participation, Host Communities must also adopt transparent practices when establishing their framework.

Practices shall include but are not limited to:

³⁸ 935 CMR 500.102(1)(d)1 and 935 CMR 501.102(1)(d)1.

³⁹ G.L. c. 94G, §3 (f).

⁴⁰ 935 CMR 500.181(3)(d) and 935 CMR 501.181(3)(d).

⁴¹ 935 CMR 500.181(3)(b)2 and 935 CMR 501.181(3)(b)2.



- Publicizing information in a public location at its offices and on its website which at a minimum shall include:
- All required steps of a Host Community's local approval process including, but not limited to, all associated fees, deadlines, and meeting schedules for local bodies involved in the local approval process;
- Identification of key individuals involved in a Host Community's local approval process, including, but not limited to, their names, titles, business addresses, and business contact information such as email addresses or phone numbers;
- A list of all documentation required by a Host Community's local approval process, in downloadable form and paper form;
- Identification of application criteria for local approval to operate an ME and scoring methodologies relied on by a Host Community;
- General scoring information for all applicants and a Host Community's scoring of each individual applicant;
- A Host Community's explanation, in narrative form, of its reasoning for the approval or denial of an application; and
- Any other information required by the Commission.⁴²

The Commission recommends the following additional methods to promote equity in a Host Community:

- Designating specific municipal contacts who shall work closely with SEB applicants in the permitting process from initial inquiry through special permit and building permit process while also providing technical assistance;
- Reduce financial barriers by waiving or reducing fees for SEBs associated with permitting processes and approvals as allowable by ordinance and streamline permitting for these applicants; or
- Provide priority licensing review to SEBs.

Host Community Positive Impact Plan

Host Communities must also develop a plan to positively impact one or more of the following communities. Although this plan is custom to each Host Community, it must outline the goals, programs and measurements the Host Community will pursue to impact one or more of the following communities:

- Past or present residents of the geographic "disproportionately impacted areas," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;

⁴² 935 CMR 500.181(5)(b) and 935 CMR 501.181(5)(b).



- State-designated EEAs;
- State-designated-SEP participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.

Host Communities may look at the Commission’s Guidance on Positively Impact Disproportionately Impact People, also known as Positive Impact Plans. Host Communities are encouraged to consult appropriate counsel on ways to satisfy this requirement in compliance with state law and regulations.

Host Community Compliance & Notification Requirements

As previously discussed, Host Communities are required to adopt certain by-laws or ordinances by May 1, 2024 pursuant to Commission regulations. Host Communities must notify the Commission of its initiatives and compliance by submitting required information through the Commission’s Massachusetts Cannabis Industry Portal (“MassCIP”).

Host Communities will be required to create a logon username and password. Once into MassCIP, Host Communities should access the Host Community Municipal Equity Notification application. An authorized representative of the Host Community should complete the application. If the Commission identifies issues with the submission, elements of noncompliance, or if no submission occurs by a Host Community, a notice of deficiency or request for information may be issued pursuant to 935 CMR 500.301 or 501.301.

VII. Complaints Against Host Communities

Any interested person may file a complaint with the Commission alleging noncompliance for license applicants, licensees, Host Communities, or any other population under the Commission’s statutory and regulatory jurisdiction.

After receiving a complaint, the Commission may, at its discretion, conduct an investigation. If the Commission substantiates an allegation of noncompliance, then the Commission may take administrative or enforcement action against a Host Community, including but not limited to, sending a notice of deficiency, requesting additional information or otherwise taking action.⁴³ A Plan of Correction may be required. Failure to comply with Commission request may result in enforcement action against the Host Community.

After May 1, 2025, a Host Community may be fined for noncompliance in an amount equal to the total of the CIFs received from all MEs and MTCs operating in the Host Community during the prior calendar year. All fines shall be deposited into the Cannabis Social Equity Trust Fund.⁴⁴ If a Host

⁴³ 935 CMR 500.180(3)(d)4 and 935 CMR 501.180(3)(d)4.

⁴⁴ 935 CMR 500.180(3)(e) and 935 CMR 501.180(3)(e).



Community fails to correct the noncompliant conduct, it may result in one of the following:

- Issuance of sanctions pursuant to 935 CMR 500.360;
- Loss of a Host Community's good compliance standing for purposes of 935 CMR 500.180(2)(e);
- Identification of a Host Community lack of good compliance standing in a form and manner determined by the Commission; or
- Abstaining from consideration of any new license applications affiliated with a Host Community until a Host Community's good compliance standing is restored.⁴⁵

The Commission may identify on its website any Host Community that has been assessed a fine for noncompliance.⁴⁶

VIII. Seeking Counsel, Support, and Questions

Host Communities, municipalities, license applicants, licensees, and other interested parties are encouraged to seek legal advice from a licensed attorney with respect to municipal by-laws, ordinances, requirements, and processes, as well as negotiations regarding HCAs.

Other available resources for interested parties for additional guidance:

- Guidance on Host Community Agreements;
- Guidance on Licensure;
- Model Host Community Agreement;
- HCA Waiver;
- Guidance on Equity Programs; and
- Commission's FAQ Page.

For more information and resources regarding HCAs, please visit our page. If you have additional questions on these HCAs policies, please contact the Commission at Commission@CCCMass.com or (774) 415-0200.

⁴⁵ 935 CMR 500.180(3)(d)4 and 935 CMR 501.180(3)(d)4.

⁴⁶ 935 CMR 500.180(3)(e)3 and 935 CMR 501.180(3)(e)3.



The Town of Bourne's Social Equity Plan

I. Purpose

The Select Board seeks to further the public interest by encouraging diversity in the local cannabis industry. In furtherance of this goal, the Select Board is adopting this Equity Policy. This Policy is intended to provide opportunities for local and diverse applicants.

II. Definitions

Social Equity Applicant – Individuals or entities that are defined by the Cannabis Control Commission as:

- An Economic Empowerment Priority Applicants (“EEA”); or
- A Social Equity Program (“SEP”) Participants; or
- Social Equity Businesses.

III. Host Community Agreements and Equity Applicants

To encourage greater participation by Social Equity Applicants, the Select Board commits to the following:

1. The Select Board will enhance marketing and outreach to potential social equity applicants by promoting available HCAs to the Cannabis Control Commissions’ social equity program and promoting on the Town’s website and social media.
2. The Select Board will work with the Planning Department to provide permitting technical assistance for Social Equity Applicants navigating the permitting process. The Town will create a website with guidance and resources for applicants. A municipal contact will be listed on the website and will work closely with Social Equity Applicants in the permitting process from initial inquiry through the special permit and building permit process.
3. The Select Board shall waive all HCA review fees for Social Equity Applicants and encourages other boards and commissions to similarly waive permit and license fees within their body’s jurisdiction or otherwise reduce the financial barriers associated with the municipal HCA approval process for Social Equity Applicants.

4. Options:

- a. For a minimum of five (5) years, when multiple applicants seek a host community agreement, the Select Board shall provide priority review to the applicants controlled by and with a majority ownership comprised of Society Equity Applicants. Priority review means that they shall be reviewed and considered before

other applicants. If the applicants score a _____ or above, a host community agreement shall be offered.

- b. Two of the three host community agreements shall be reserved for Social Equity Applicants.

DRAFT



Town of Brookline **MASSACHUSETTS**

MARIJUANA RETAILER EQUITY POLICY

Voted: August 31, 2021

(Revised November 2, 2021)

1. Purpose

The Select Board seeks to further the public interest by encouraging diversity in the local cannabis industry. Toward that end, it is seeking approval from the November 2021 Special Town Meeting to raise the Marijuana Retailer Select Board license cap set forth in General By-Law Art. 8.37 to make available two (2) additional Marijuana Retailer licenses for Equity Applicants (as defined below), and adopts this Marijuana Retailer Equity Policy ("Policy") in tandem with that effort.

This Policy is intended to provide opportunities for local and diverse applicants for Select Board Marijuana Retailer licenses who wish to establish a Marijuana Retail Establishment within the Town of Brookline. Further, this Policy establishes the procedures for Equity Applicants to apply for a Host Community Agreement with the Select Board.

2. Definitions

Marijuana Retailer - As defined or amended by 935 CMR 500, an entity licensed by the Massachusetts Cannabis Control Commission to purchase, repackage, white-label, and transport Marijuana or Marijuana Product from Marijuana Establishments and to transfer or otherwise transfer this product to Marijuana Establishments and to sell to consumers.

Equity Applicant - Individuals or entities that have received one of the following:

- CCC Economic Empowerment Status
- CCC Social Equity Status

3. Host Community Agreements and Brookline Resident Prioritization

With respect to the two additional Marijuana Retailer licenses described above, the Town will exclusively accept and consider applications for Host Community Agreements from Equity Applicants.

4. Transfers and Changes in Ownership

An Equity Applicant for a Host Community Agreement under this Policy who undergoes a transfer or change in ownership to a non-Equity Applicant loses eligibility to proceed as an Equity Applicant in the event the transferee/successor company does not qualify for a Host Community Agreement under this Policy.

5. Procedure

Following the posting of an available Marijuana Retailer license on the Town's website, applicants are required to complete and submit the Request for Marijuana Retailer Host Community Agreement for Equity Applicants with the following required supporting documents:

1. Evidence of CCC Social Equity/Economic Empowerment status
2. Evidence of a zoning-compliant location of the proposed Marijuana Establishment (see the Town's Zoning By-Law) and the applicant's legal control of the premises:
 - a. Lease, or
 - b. Letter of intent signed by a property owner to enter into a lease with the applicant for the location, or
 - c. Title;
3. Required operating policies and procedures
 - a. Traffic Management Plan
 - b. Security Plan
 - c. Diversion Plan
 - d. Diversity Plan
4. Evidence of current Brookline residency (to receive priority processing)
 - a. Lease, or
 - b. Utility bill, or
 - c. Bank Statement
5. Complete supporting documents include site plans and plan sets that are certified by a design professional such as an architect, engineer or land surveyor (and that show compliance regarding required zoning buffer zones) and floor plans that indicate square footage.

CITY OF FRAMINGHAM



Policy on Social Equity and Certified Economic Empowerment Applicants for Marijuana Establishments and Registered Marijuana Dispensaries

Policy Number:	001	Effective date:	
Type of Policy:	New (x) Amendment ()	Total pages:	4
Level:	Department () Division () City Wide (x)		

I. Policy Description

In November 2022, An Act Relative to Equity in the Cannabis Industry, Chapter 180 of the Acts of 2022 made numerous changes to Massachusetts' marijuana laws. The CCC was required to create and oversee a social equity program to encourage and enable full participation in the marijuana industry of people from communities that have been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities. Host communities must adopt procedures and policies that establish minimum standards to promote social equity businesses. The intention of this policy is to outline the priority review which will be utilized by the Marijuana Advisory Team when determining which applicants to enter Host Community Agreement negotiations.

II. Authority

MGL c. 94G ss1, 3, 4, 22.
Chapter 180 of the Acts of 2022

III. Acronym and Terminology List

BOH Regulations – Regulation of the Framingham Board of Health Regulating the Sale of Medical Marijuana (2015) and Regulation to Ensure the Sanitary and Safe Operation of Adult-use Marijuana Establishments and the Sale of Adult-use Marijuana (2018).

CCC - Commonwealth of Massachusetts Cannabis Control Commission

CFO – Chief Financial Officer

COO – Chief Operating Officer

CORI - Completed Criminal Offender Record Information

DPH – Department of Public Health

General Ordinances - Framingham General Ordinances
HCA - Host Community Agreements
MAT – Marijuana Advisory Team
Policy - Policy on Social Equity and Certified Economic Empowerment Applicants
RMD - Registered Marijuana Dispensary
The City - City of Framingham
Zoning Ordinances - Framingham Zoning Ordinances

IV. **Definitions**

A **social equity business** is a marijuana establishment with not less than 51 percent majority ownership of individuals who are eligible for the social equity program under MGL c. 94 G §22 whose ownership qualifies it as an economic empowerment priority applicant as defined by the commission's regulations promulgated pursuant to MGL c.94G §4.

Marijuana Advisory Team (“MAT”): A formal advisory group to the Mayor consisting of the Chief Operating Officer, the Building Commissioner, the Planning Board Administrator, the Director of the Department of Public Health, the Chief of Fire, the Chief of Police, the Chief Financial Officer, and the City Solicitor, or their respective designees, that reviews HCA applications from marijuana establishments and RMDs to make recommendations to the Mayor for review of the same.

Terms not defined in this Policy but defined in M.G.L. c. 94G, the CCC Regulations, the DPH Regulations, the Zoning and General Ordinances, and/or the BOH Regulations shall have the meanings given therein to the extent the same are not inconsistent with this Policy.

V. **Policy Statement**

- A. The Marijuana Advisory Team for the City will provide priority licensing review to Social Equity business applicants who demonstrate they meet at least one of the following criteria:
1. Income that does not exceed 400% of Area Median Income and Residency in an Area of Disproportionate Impact, as defined by the Cannabis Control Commission, for at least 5 of the past 10 years;
 2. Residency in Massachusetts for at least the past 12 months and a conviction or continuance without a finding for an offense under M.G.L. c. 94C or an equivalent conviction in Other Jurisdictions;
 3. Residency in Massachusetts for at least the past 12 months and proof that the applicant was either married to or the child of an individual convicted or continuance without a finding for a M.G.L. c. 94C offense or an equivalent conviction in Other Jurisdictions;

4. Any individual listed as an owner on the original certification of an Economic Empowerment Priority Applicant who satisfies one or more the following criteria:
 - a. Lived for 5 of the preceding 10 years in an Area of Disproportionate Impact, as determined by the Commission;
 - b. Experience in one or more previous positions where the primary population served were disproportionately impacted, or where primary responsibilities included economic education, resource provision or empowerment to disproportionately impacted individuals or communities;
 - c. Black, African American, Hispanic or Latino descent; or
 - d. Other significant articulable demonstration of past experience in or business practices that promote economic empowerment in Areas of Disproportionate Impact.
- B. If an applicant meets one of the above criteria, they must provide documentation as proof of the qualification or the application will be reopened or denied. Proof for qualifications can include the following:
 1. Massachusetts driver's record or Massachusetts ID card record
 2. A signed lease agreement that includes the subject's name
 3. Residential property deed that includes the subject's name
 4. School records
 5. Housing authority records
 6. Banking records
 7. Utility bills, which identifies energy and water use
 8. Dated notices or correspondence from a local or state government entity that includes the subject's name
 9. List of all qualifying drug related offenses including type of offense, jurisdiction of offense, law enforcement authority, date of offense, court disposition, relationship to offender (if other than self), contact to verify offense, contact phone and email
 10. Other appropriate evidence
- C. The Marijuana Advisory Team for the City will provide priority licensing review to Certified Economic Empowerment applicants who demonstrate at least 3 of the following 6 criteria:
 1. Majority of ownership belongs to people who have lived in Areas of Disproportionate
 2. Impact for 5 of the last 10 years. Majority of ownership has held one or more previous positions where the primary population served were disproportionately impacted, or where primary responsibilities included economic education, resource provision or empowerment to disproportionately impacted individuals or communities.

3. At least 51% of current employees/subcontractors reside in Areas of Disproportionate Impact and will increase to 75% by first day of business.
4. At least 51% of employees or subcontractors have drug-related CORI, but are otherwise legally employable in a cannabis-related enterprise.
5. A majority of the ownership is made up of individuals from Black, African American, Hispanic, or Latino descent.
6. Owners can demonstrate significant past experience in or business practices that promote economic empowerment in Areas of Disproportionate Impact.

D. Recommendation for HCA

Although an applicant may be granted priority review, the applicant is in no way entitled to a marijuana license from the City, and priority review is not a promise or guarantee the City will enter into a Host Community Agreement with said applicant. After the MAT has completed its review and the applicant has conducted its Community Outreach Meeting, the MAT will make a recommendation to the Mayor and shall notify the applicant of its recommendation. The City is not obligated to enter into an HCA with any applicant, or to do so within set time period. No HCA shall be entered without the express authorization from the Mayor.

E. For Community HCA process refer to Policy of the Mayor 02-18 VII.



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TOWN OF MEDWAY
COMMONWEALTH OF MASSACHUSETTS

SELECT BOARD

**SOCIAL EQUITY POLICY FOR LICENSING OF MARIJUANA
ESTABLISHMENTS**

Policy – The Town of Medway will not assess host community impact fees to Social Equity Program (SEP) and the Economic Empowerment Priority applicants seeking marijuana establishment licenses in Medway to create opportunities to advance such applicants' participation in the marijuana industry.

Policy Purpose – Chapter 180 of the Acts of 2022, An Act Relative to Equity in the Cannabis Industry, codified in Massachusetts General Laws Chapter 94G, Regulation of the Use and Distribution of Marijuana Not Medically Prescribed, requires host communities in Massachusetts to have policies and procedures in place to encourage and enable full participation in the marijuana industry by people from communities that have been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.

Effective Date – July 1, 2023

City of Newton Cannabis Social Equity Policies

Purpose and Scope

On August 11, 2022, Governor Charlie Baker signed S. 3096, *An Act Relative to Equity in the Cannabis Industry*, into law. The new law requires host municipalities to establish initial policies to promote equity in the cannabis industry no later than July 1, 2023, or be subject to monetary penalties. The Massachusetts Cannabis Control Committee (CCC) encourages cities and towns in Massachusetts to consider incentives for increased participation by social equity applicants in their local cannabis ecosystem.

Based on cannabis social equity best practices, guidance from the CCC, and lessons learned from the City of Newton's current cannabis business permitting program, the City of Newton adopts a set of policies to further promote equity for new social equity applicants seeking to establish businesses in Newton.

Applicability

The CCC Social Equity program provides training and technical assistance to applicants who have been disproportionately impacted by the War on Drugs, marijuana prohibition, arrests, and incarceration and who meet certain income and residency requirements. The City of Newton defines qualifying social equity applicants under Newton's Cannabis Social Equity Policies as those that have been certified as eligible to participate in the CCC Social Equity Program or are Certified Economic Empowerment Priority Applicants by the CCC.

The City of Newton Cannabis Social Equity Policies include:

1. To encourage greater participation by social equity applicants in Newton's cannabis industry, when a Host Community Agreement (HCA) becomes available for new businesses, there will be an exclusive period of six months limiting the availability of the HCA to qualifying social equity and economic empowerment applicants.
2. The City of Newton will enhance marketing and outreach to potential social equity applicants by promoting available HCAs to the Cannabis Control Commissions' social equity program, promoting on the City's website and social media, and enhanced business outreach as part of the City's Economic Development program.
3. The City of Newton will provide permitting technical assistance for social equity and economic empowerment applicants navigating the City of Newton's cannabis permitting process. The Planning and Development Department will create a website with guidance and resources for applicants. A municipal contact will be listed on the City website and will work closely with social equity applicants in the permitting process from initial inquiry through the special permit and building permit process.
4. The City of Newton will continue to allow cannabis delivery operator and courier uses by right with no cap on the number allowed, which helps to open up availability of these business types to social equity applicants. Under the state program, social equity and economic empowerment applicants are eligible for exclusive access to Delivery Licenses, including Marijuana Courier Marijuana and Delivery Operator licenses, for at least a three-year period from April 1, 2022 to April 1, 2025.

5. Wherever possible, the City of Newton will reduce financial barriers and expedite the permitting for social equity and economic empowerment applicants. Throughout the City of Newton's special permit process, the Planning and Development Department will endeavor to streamline permitting for these applicants.

BOURNE SELECT BOARD MARIJUANA LICENSING CRITERIA**For Discussion 04/24/2024**

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). • Owners documented business experience. • Owners 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. 	_____/25

<p>EQUITY STANDARDS/EQUITY PARTIES</p>	<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. 	<p>_____/25</p>
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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. • Business Plan includes sustainability and green energy initiatives. 	_____/40
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		<ul style="list-style-type: none">• Business Plan includes community outreach plan• Business Plan includes a training program, employee manuals and policies	
TOTAL			<u> </u> /100

HOST COMMUNITY AGREEMENT

~~Between And~~ 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 ~~Municipality of~~ _____ (~~"the Municipality~~ 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 ~~Establishment(s)~~ Retailer or Medical Marijuana Treatment Center ~~(s)~~ (the "Licensee"), and is located within or plans to locate within the ~~Municipality~~ 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 ~~Municipality~~ Town in accordance with its local zoning, laws, bylaws, or ordinances, as may be amended;

WHEREAS, the Company and the ~~Municipality~~ 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 ~~(s)~~ of the Marijuana ~~Establishment and~~ Retailer or Medical Marijuana Treatment Center, with such operations to be conducted in accordance with applicable zoning, laws, bylaws, ~~or ordinances and regulations~~ of the ~~Municipality~~ 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 Establishment ("ME") means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Marijuana Delivery Operator, Marijuana Courier, Marijuana Research Facility Licensee (as defined in 935 CMR 500.002: Marijuana Research Facility Licensee), Social Consumption Establishment (as defined in 935 CMR 500.002: Social~~

~~Consumption Establishment), or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center.~~

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.

~~a)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~~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, ~~cultivation, and preparation of~~ Marijuana for medical use, only.

~~b)c)~~ Final License means a certificate of final licensure issued by the Commission pursuant to its authority under G.L. c. 94G.

~~e)d)~~ Fiscal Year means the time period beginning with July 1 and end with the following June 30.

~~d)e)~~ Community Impact Fee (“CIF”) means impact fee(s) claimed by the ~~Municipality~~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.

~~e)f)~~ Claimed Community Impact Fee (“Claimed CIF”) means impact fee(s) claimed by the ~~Municipality~~Town which have not been certified by the Commission or ruled upon by a court 4 of competent jurisdiction as being Reasonably Related to the actual costs imposed by the Company.

~~d)g)~~ Reasonably Related means a demonstrable nexus between the actual operations of a ~~MEMR~~ or MTC and an enhanced need for a ~~Municipality’s~~Town’s goods or services in order to offset the impact of operations. Fees customarily imposed on other non-marijuana businesses operating in a ~~Municipality~~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 ~~Municipality~~ Town:

- ☐ Medical Marijuana Treatment Center
- ☒ ~~Marijuana Cultivator (Indoor)~~
- ☒ ~~Marijuana Cultivator (Outdoor)~~
- ☒ ~~Marijuana Product Manufacturer, Dispensary Only~~
- ☐ Marijuana Retailer
- ☒ ~~Marijuana Microbusiness (Indoor Cultivation & Product Manufacturing)~~
- ☒ ~~Marijuana Microbusiness (Outdoor Cultivation & Product Manufacturing)~~
- ☒ ~~Marijuana Microbusiness (Indoor Cultivation only)~~
- ☒ ~~Marijuana Microbusiness (Outdoor Cultivation only)~~
- ☒ ~~Marijuana Microbusiness (Product Manufacturing only)~~
- ☒ ~~Marijuana Microbusiness (with Delivery Endorsement)~~
- ☒ ~~Craft Marijuana Cooperative~~
- ☒ ~~Marijuana Courier~~
- ☒ ~~Marijuana Delivery Operator~~
- ☒ ~~Marijuana Transporter~~
- ☒ ~~Marijuana Research Facility~~
- ☒ ~~Independent Testing Laboratory~~
- ☒ ~~Standards Laboratory~~
- ☒ ~~Social Consumption Establishment~~

3. Location.

~~The Parties acknowledge that the Company shall identify to the Commission a proposed location where licensed operations of the ME/MTC will occur prior to being issued a license for such operations by the Commission.~~

The MTC or MR will be or is located at . 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:

- 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 ~~Municipality's~~Town's bylaws, local laws, ~~ordinances~~regulations, and zoning applicable to the operation of ~~MEs/MTCs~~MR/MTC.
- c) The Company shall be responsible for obtaining from the Commission and the ~~Municipality~~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 ~~Municipality~~Town and maintaining such license; and
 - ii. The ~~Company's~~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 ~~Municipality~~Town, inclusive of zoning compliance and maintaining compliance with all conditions of said approvals.
- e) ~~Unless the Company submits an annual update to the Municipality as to its progress to becoming operational, this Agreement~~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 ~~Municipality~~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 ~~Municipality~~Town. Nor does this Agreement affect the ~~Municipality's~~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.

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

~~a) CIF~~

a) Community Impact Fees

- i. There may be additional expenses and impacts including but not limited to impacts on the ~~Municipality's~~Town's infrastructure systems, law enforcement, and fire protection services, as well as unforeseen expenses and impacts on the ~~Municipality~~Town that are Reasonably Related to the operation of the ~~ME(s)/MR/MTC(s)~~.
- ii. To mitigate Reasonably Related expenses and impacts, the Company shall pay a CIF to the ~~Municipality~~Town.
- iii. The ~~Municipality~~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 ~~Municipality~~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 ~~Municipality~~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 ~~MEMR~~MTC license(s) covered under this Agreement.
- vi. The ~~Municipality~~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 ~~ME(s)/MR/MTC(s)~~.
- vii. The Company shall notify the ~~Municipality~~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 ~~Municipality~~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 ~~Municipality~~Town shall provide an annual itemized invoice of Claimed CIFs claimed by the ~~Municipality~~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 ~~Municipality~~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 ~~Municipality~~Town forfeiting any Claimed CIF

or CIF it may have been entitled to for the applicable year of the Company's operation.

- ix. The ~~Municipality's~~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.

a)b) Waivers of CIF

~~A Municipality~~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 ~~Municipality's~~Town's rights under this Agreement to collect a CIF in subsequent years.

b)c) Generally Occurring Fees

Generally occurring fees are those fees customarily imposed by the ~~Municipality~~Town on ~~nonecannabis~~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. ~~The Municipality now affirms the following list of expected~~ Generally Occurring Fees the Company will be required to pay.

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
- Monetary fines or and penalties for violations to federal, state, or and local laws and regulations, provided such fines or and penalties are permitted under federal or and state law, or the Town's bylaws and applicable to non-MR/MTCs businesses as well.;

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

~~e)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)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 ~~ME(s)/MR/MTC(s)~~ in accordance with the security plan presented to the ~~Municipality~~Town and the Commission. In addition, the Company shall at all times comply with all applicable laws and regulations regarding the operations of ~~MEs/MRs~~/MTCs, as applicable, and the security thereof.
- b) The Company shall comply with all Commission and the ~~Municipality~~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.

e)d) Within 30 days of issuance of the annual renewal license by the Commission, the Company shall provide the Town with written documentation demonstrating its progress to achieving goals outlined in Sections 8(a) through 8(c) The documentation should include hiring and employment data.

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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 ~~Municipality~~Town shall not discontinue relations with the Company in bad faith and shall provide the Company with written notice of the ~~Municipality's~~Town's intention to discontinue relations with reasonable advanced notice that shall be no less than ~~90 calendar business~~ days.
- b) ~~This Agreement shall be void in the event that the Company ceases operations of its Marijuana Establishment in the Municipality for a period of greater than 60 days without substantial action to reopen or relocate such operations outside of the Municipality. The Company shall provide notice to the Municipality~~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 ~~Municipality~~ 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.

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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.

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~~15.~~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.

~~16.~~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.

~~17.~~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 ~~Municipality~~ Town:

Bourne Select Board

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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.

MUNICIPALITY OF _____
Duly Authorized Representative Name: _____ Duly
Authorized Representative Title: _____ Duly Authorized
Representative Signature: _____ Date of Signature: _____

COMPANY: _____
Duly Authorized Representative Name: _____ Duly
Authorized Representative Title: _____ Duly Authorized
Representative Signature: _____ Date of Signature: _____

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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 will be or is located at _____. 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:

- 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
- Monetary fines or penalties for violations to federal, state, or local laws and regulations, provided such fines or penalties are permitted under federal or state law or the Town's bylaws and applicable to non-MR/MTC businesses as well.

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.
- d) Within 30 days of issuance of the annual renewal license by the Commission, the Company shall provide the Town with written documentation demonstrating its progress to achieving goals outlined in Sections 8(a) through 8(c) The documentation should include hiring and employment data.

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 90 calendar 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.

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.

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.

**Select Board
Minutes of Wednesday, March 27, 2024
Bourne Veterans' Community Center
Buzzards Bay, MA
and Virtually**

TA Marlene McCollem

Select Board

Mary Jane Mastrangelo, Chair
Melissa Ferretti, Vice Chair (remote)
Anne-Marie Siroonian, Clerk
Peter Meier

Others: Attorney Bryan Bertram (remote), Attorney Ivria Fried (remote), and Steve Strojny.

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Zoom Meeting ID: 838 7859 1399 Password: WORKSHOP

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

Chair Mastrangelo said that Jared MacDonald was excused and may be able to come to the meeting late.

1:00 PM Call Public Session to Order in Open Session

- 1. Public Comment 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. Policy Workshop: Marijuana**
 - a. Process for developing draft Marijuana review procedures.**

Anne-Marie Siroonian said that she would like to get a handle on specific policies that they are required to have. She would like to know if they are required to have a policy on the social equity piece. Attorney Ivria Fried said that they are still in flux somewhat. She said that the Cannabis Control Commission (CCC) has issued recent guidance on what the Host Community Agreement (HCA) should look like, and they revised their guidelines for communities around host

community agreements. She said that they expect to have some additional guidance on social equity policy obligations.

Atty. Fried said that in terms of obligations, for equity, the regulations say that a municipality is presumed to have satisfied the obligations of the social equity policy if they do one of three things:

- adopt an ordinance that would permit social equity businesses to have exclusive access to these licenses for a 3-year period.
- adopt a model bylaw, or ordinance, governing social equity that is issued by the Commission.
- create a local approval process for equity applicants that is administered on a one-to-one basis with non-social equity applicants.

Chair Mastrangelo asked Atty. Fried to explain what it means about a one-to-one basis with non-social equity applicants. Atty. Fried said that is says that you may choose to administer a one-to-one local approval process until the time that 50% of the applicants are social equity. She said that what you would do is give one license to a social equity applicant, then one to a non-social equity applicant. She said that you could not give all 3 licenses to non-social equity applicants. Chair Mastrangelo asked if the third license would have to be social equity, and Atty. Fried said that they could take the position that it could be either. She said that if the town reserved it for 2 social equity applicants, then they wouldn't have to argue that the policy complies, because the 50 % threshold would be met.

Atty. Fried said that in addition to one of the three things above, the community needs to adopt what they are calling transparent practices and adopt a social equity plan. She said that they are expecting something more definitive to come from the Commission regarding a social equity plan. She said that communities also must come up with some type of scoring rubric that will be utilized to evaluate host community agreements. She said that waivers can be issued.

Atty. Fried said that there are timeline obligations. She said that in May of 2024, Bourne needs to have policies in place. She said that the Commission is authorized to start fining communities that are not in compliance by May 1st of 2025.

b. Comparative criteria & rating scales.

Peter Meier brought up if there would be an RFP or RFQ process, and Chair Mastrangelo said that it will be an RFQ process. Chair Mastrangelo asked about the sample rubrics that Atty. Fried gave the Select Board. There was some discussion about having numerical grading system. Atty. Fried suggested that there be a separate category for social equity that gets 25% of the overall score.

There was some discussion about location having a lower impact on scoring due to the Marijuana Overlay Districts, and about security and business plans. Steve Strojny said that the CCC has control over the security plan and when it gets to the local level, they work together with the

Police Department. Melissa Ferretti said that she has noticed that there is a lot of redaction on security plans on a lot of communities' websites.

Town Administrator Marlene McCollem asked what the towns abilities are to control changes of ownership over time. Atty. Fried said that she would need to get back to her with the answer to this question because she wants to answer the question appropriately. Chair Mastrangelo asked if it would be something in the host community agreement, and Atty. Fried said that historically communities have included conditions in the host community agreement that if a change of ownership were to occur, that it would have to be approved by the Select Board, and that there was some pushback from the cannabis community on those terms. Atty. Fried continued to say that her memory is that they addressed this in a way that limits the ability of communities to restrict transfers, and she wants to follow up with the Select Board because she does not recall the scope of the authority presently. There was more discussion about transferring ownership in the future.

Regarding recurring fees, Ms. McCollem asked if they have any obligation to list any fees that are not under municipal control. Atty. Fried said that they do not. There was some discussion about property tax bills and special assessments, and about what to include in the HCA's. Chair Mastrangelo said that they need to put something down in draft form.

Melissa Ferretti asked what the timeline and process looks like if they decided to not go with a host community agreement and go with the CCC instead. Atty. Fried said that she doesn't have the information regarding the timeline, but she does know that most communities have some kind of zoning review. She said that if a community is trying to avoid the HCA, they still must go through the local process, and some communities have an additional layer of a local license.

Chair Mastrangelo listed pieces that the Board would like to go into a draft of an HCA. There was some discussion about the timeline regarding operational, and about an extension. Atty. Fried said that they will start working on the draft of the HCA.

While using the Boston criteria as a guide, the Select Board talked about what criteria they would like to adopt, and what they would like to rule out. The Select Board talked about how to rank criteria and about interviewing applicants. There was discussion about ownership points in addition to social equity points. The Board decided that social equity, business plan and ownership will each be 30 points, and location would be 10 points.

Chair Mastrangelo talked about setting dates for the application process, and about public hearings. It was decided that the Select Board will hear presentations from all applicants, and based on the number of applicants, presentations may need to be held over multiple days.

c. Order of applications – Planning Board (site plan review/special permit) and select Board (HCA/license).

Chair Mastrangelo said that often the Planning Board starts a public hearing before there is a complete application, so could the Planning Board start the site plan or special permit process

before having assigned an HCA and a complete application. Atty. Bertram said that he will get back to the Select Board about this.

- d. **Determining what defines a “complete” application.**
- e. **Establishing a local license and determining at what point it should issue.**

Chair Mastrangelo asked both attorneys to give the Select Board what a license would look like, and what fees could be charged.

- f. **Seeking funds from Special Town Meeting (May 6, 2024) to provide resources to draft and create all the materials necessary for successful implementation.**

Chair Mastrangelo suggested that they do not do this because they have consulting funds in the Town Administrators Budget.

- g. **Minutes:**

None.

- h. **Future special meeting schedule.**

The next meeting will be on April 10th at 3:00 PM.

3. **Adjourn**

Voted: Peter Meier moved, and Anne-Marie Siroonian seconded to adjourn.

Vote: Melissa Ferretti – yes, Anne-Marie Siroonian – yes, Peter Meier – yes, and Chair Mastrangelo – yes. 4-0-0.

This workshop meeting of the Bourne Select Board was adjourned at 2:31 PM.

Respectfully Submitted,

Kim Johnson, Recording Secretary

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