

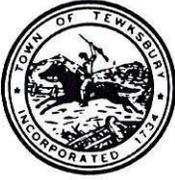


## Retail Cannabis License Application

**2186-2196 Main Street, Tewksbury, MA**

May 8, 2023

**Community - Integrity - Values - Service**



**SELECT BOARD  
TOWN OF TEWKSBURY  
TOWN HALL  
1009 MAIN ST  
TEWKSBURY, MASSACHUSETTS 01876**

**APPLICATION INSTRUCTIONS  
FOR RETAIL MARIJUANA LICENSE**

Massachusetts General Law, Chapter 94G and 935 CMR 500 govern marijuana establishments including retail marijuana licenses.

Prior to a local retail marijuana license becoming effective, a state license from the Cannabis Control Commission is required.

The required information below is to be submitted to the Select Board, Town Hall, 2<sup>nd</sup> Floor, 1009 Main Street, Tewksbury, MA 01876 *before* the public hearing will be opened. Please note that incomplete information may be grounds for rejecting an application.

- Completed attached application form.
- Certificate of Tax Compliance approved by the Town of Tewksbury Treasurer/ Collector, 11 Town Hall Avenue, 978-640-4340.
- Proof of Legal Notice advertised in the newspaper no less than 14 calendar days (not including day of publication) prior to the Select Board public hearing. Legal notice to be prepared by the Select Board Office based on information from the submitted application.
- Certified Abutters List from Town of Tewksbury Assessor, 11 Town Hall Avenue, 978-640-4330.
- Proof of Abutter notification- May include a Certificate of Mailing from the United States Post Office.
- Filing fee of \$1,200 for new applications; \$600 for renewals via check made payable to the Town of Tewksbury.

**PLEASE BE ADVISED, THE TOWN DOES NOT PROVIDE LEGAL  
ADVICE, CONSULT WITH YOUR LEGAL COUNSEL PRIOR TO  
SUBMITTAL.**



**SELECT BOARD**  
**TOWN OF TEWKSBURY**  
TOWN HALL  
1009 MAIN ST  
TEWKSBURY, MASSACHUSETTS 01876

**RETAIL MARIJUANA LICENSE APPLICATION**

Massachusetts General Law, Chapter 94G and 935 CMR 500 govern marijuana establishments including retail marijuana licenses.

**A. General Information:**

1. List of all Persons or Entities Having Direct or Indirect ownership:

Dean Graffeo

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2. List of all persons or entities contributing capital resources:

Red Sky Investment Holdings LLC

Dean Graffeo

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3. Disclosure and documentation of any out-of-state or in-state marijuana-related business interests for any individual or entity associated with the application:

N/A

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4. The proposed address of the marijuana retail sales operation along with property interest documentation:

2186-2196 Main Street, Tewksbury, MA 01876

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5. Bond or Escrow Account: See ecrow letter attached
- 

6. Massachusetts Business Identification Number and any D/B/A information, if applicable:

001608614

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7. Emergency Contact(s) phone and email:

James McMahan

617-383-7717, james@mcmahonstrategic.com

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8. Proposed timeline to become operational:

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**B. Required Attachments:**

1. Certificate of Tax Compliance from the Tewksbury Town Treasurer
2. Draft Host Community Agreement
3. Community Outreach Meeting Attestation Form with supporting documentation
4. Copy of Articles of Organization and Bylaws/Operating Agreement
5. Plan to remain compliant with local zoning/ordinances
6. Business Plan
7. Plan to obtain limited liability insurance
8. Summaries of following Operating Plans, Policies, and Procedures:
  - a. Security Plan
  - b. Inventory Plan
  - c. Storage Plan
  - d. Transportation Plan
  - e. Plan to Restrict Access to 21 Years of Age
  - f. Prevention of Diversion Plan
  - g. Quality Control and Testing Procedures
  - h. Personnel Policies
  - i. Record Keeping Policies
  - j. Maintenance of Financial Records Policy
  - k. Qualifications and Intended Training
  - l. Diversity Plan
  - m. Energy Compliance Plan
  - n. Marijuana Retailer and Marijuana Delivery Operator plan to obtain marijuana and marijuana products and dispensing plan
  - o. Plan for Positively Impact Disproportionately Harmed People

May 11, 2023

To:  
Nickolas Romano  
Ann D. Romano  
2 Heath Street  
Tewksbury, MA 01876

RE: Carbonear, LLC

Dear Ms. Romano:

I write to you on behalf of my client, Carbonear LLC, to express its interest in leasing your two (2) vacant real property lots located at 2186-2196 Main Street, Tewksbury, MA 01876 (herein, "Site").

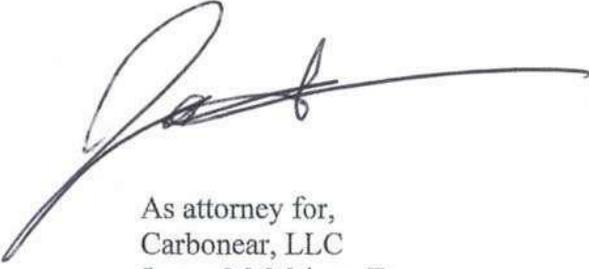
As you may know, the Town of Tewksbury voted and passed at Town Meeting on October 5, 2022 new regulations to allow recreational marijuana retail storefronts in town. In anticipation of these new regulations, my client would like to submit the Site as a location for such a storefront (herein, "Purpose"), formalized in writing, as part of its proposal to town and state licensing authorities.

At this time, we propose that in consideration of a lump sum payment of [REDACTED] payable upon execution of this letter you grant to us an exclusive and binding option to lease the Site until [REDACTED]

If you are agreeable to granting us an option on this Site for the Purpose under the outlined terms above, please indicate so by countersigning below and returning to my office, preferably electronically.

[SIGNATURE PAGE TO FOLLOW]

Respectfully,

A handwritten signature in black ink, appearing to read 'James McMahon', with a long horizontal flourish extending to the right.

As attorney for,  
Carbonear, LLC  
James McMahon, Esq  
BBO: 688532  
james@mcmahonstrategic.com

**Countersigned by:**

A handwritten signature in black ink, appearing to read 'Ann Romano', written in a cursive style.

**Ann Romano**

May 11, 2023

To: Town of Tewksbury

RE: Carbonear, LLC

Good afternoon,

Please accept this letter as confirmation that I consent to hold sufficient funds in escrow on behalf of Carbonear LLC to fulfill the requirements of 935 CMR 500.105(16). Such funds will be held in my IOLTA account (Eastern Bank) and only be released on provision of a regulatorily compliant surety bond to supplant said escrow, or as directed by the Town of Tewksbury and the Cannabis Control Commission to be expended for the coverage of liabilities.

Respectfully,

/s/James McMahon

James McMahon, Esq  
BBO: 688532  
james@mcmahonstrategic.com

**Operational Timeline for Carbonear, LLC**  
*Retail Marijuana Establishment (Tewksbury)*

Licensee

Carbonear LLC (“CARBONEAR”) [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

This document is a proposed timeline for achieving operation of our Marijuana Establishment and evidence that we will be ready to operate within the proposed timeline after notification by the Commission that we are licensed.

- |                |  |
|----------------|--|
| July 2023      | • Execute Host Community Agreement                   |
| September 2023 | • Receive Special Permit from Town of Tewksbury      |
| August 2023    | • Submit CCC application for Marijuana Retailer      |
| TBD 2023       | • Receive Building Permit from Town of Tewksbury     |
| November 2023  | • Receive Provisional License From the CCC           |
| February 2024  | • Complete renovations                               |
| March 2024     | • Conduct Municipal and CCC Inspections              |
| April 2024     | • Receive Final Retailer License from the Commission |
| May 2024       | • Commence Adult-Use Retail Operations               |



**SELECT BOARD**  
**TOWN OF TEWKSBURY**  
TOWN HALL  
1009 MAIN ST  
TEWKSBURY, MASSACHUSETTS 01876

**CERTIFICATE OF TAX COMPLIANCE**

**RETAIL MARIJUANA TRANSACTIONS**

**MUST BE COMPLETED BY THE CURRENT LICENSE HOLDER**

This form must be completed by the **CURRENT LICENSE HOLDER** and approved by Tewksbury Treasurer/Collector or designee that as of the date below the current license holder does not owe any Personal Property taxes, Real Estate taxes, or water and sewer charges to the Town of Tewksbury.

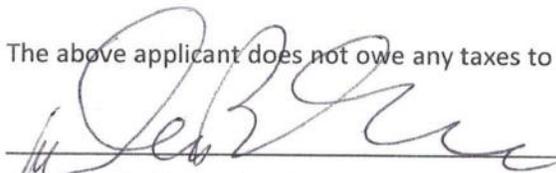
Name of Current License Holder: Carbonear LLC

Name of Establishment: Carbonear LLC

Doing Business as (if applicable): To Be Determined

Establishment Street Address: 2186-2196 Main Street, Tewksbury, MA 01876

The above applicant does not owe any taxes to the Town of Tewksbury as of this date:

  
\_\_\_\_\_  
Treasurer/Collector's Office

Date: 3/6/2023

**TOWN OF TEWSKBURY  
AND  
CARBONEAR, LLC**

**ADULT USE MARIJUANA ESTABLISHMENT  
LICENSE TYPE: MARIJUANA RETAILER**

**DRAFT COMMUNITY HOST COMMUNITY AGREEMENT**

This Host Community Agreement ("Agreement") is entered into this \_\_ day of June, 2023, by and between the **Town of Tewksbury** by its duly authorized representative, with no personal liability, a Massachusetts municipal corporation located at 1009 Main Street, Tewksbury, Massachusetts, 01876 ("Town") and **Carbonear, LLC** ("Company"), a duly organized and existing Massachusetts limited liability company with a principal business address of 2186-2196 Main Street, Tewksbury, MA 01876

**WHEREAS**, Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of adult-use marijuana through Chapter 55 of the Acts of 2017, An Act to Ensure Safe Access to Marijuana; and

**WHEREAS**, section 10 of Chapter 180 of the Acts of 2022, provides that " a host community agreement may include a community impact fee for the host community, provided, however that the community impact fee shall: be reasonably related to the costs imposed upon the municipality by the operation of the marijuana establishment; amount to not more than 3 per cent of the gross sales of the marijuana establishment; not be effective after the marijuana establishment's eighth year of operation; commence on the date the marijuana establishment is granted a final license by the commission; and not mandate a certain percentage of total or gross sales as the community impact fee.

**WHEREAS**, the Company seeks to open an adult-use Marijuana Retailer ("ME") located at 2186-2196 Main Street, Tewksbury, Massachusetts 01876, in accordance with regulations issued by the Commonwealth of Massachusetts Cannabis Control Commission ("CCC") and/or any other relevant regulatory agency; and

**WHEREAS**, the Company intends to provide certain benefits to the Town in the public interest in the event that it is licensed to operate an ME within Tewksbury, Massachusetts and receives all required state and local approvals;

**WHEREAS**, this Agreement is intended to ensure compliance with Chapter 180 of the Acts of 2022 and 935 CMR 500.000 (the "Regulations"), as it pertains to community impact fee payments to the Town.

**NOW THEREFORE**, in consideration of the provisions of this Agreement, the Company offers and the Town accepts this Agreement and agree as follows:

1. The Company agrees to make certain payments to the Town as Community Impact Fees (as defined in the Regulations), in the amounts and under the terms provided in this Agreement ("Funds"). The Treasurer of the Town shall hold the Funds in accordance with current regulations and laws, or any amendments thereto. Expenditures shall be made in accordance with current laws and regulations, or any amendments thereto.
2. Term: The term of this Agreement shall begin on (DATE TBD) and shall terminate on the earliest of:

- a. Any date in which a CCC, local or other regulatory agency license or permit is revoked, rescinded or expires without having been renewed, such that the Company is no longer allowed to conduct any cannabis sales in the Town, whether medical or adult-use; or
  - b. Upon any uncured Event of Default, as defined in this Agreement, and termination by the Town.
3. Community Impact Fee to Adult-use Cannabis Operations: During the eight (8) years following receipt of a Final License from the CCC and in which the Company operates an ME in the Town, the Company shall pay a community impact fee to the Town in accordance with the following terms:
  - a. The Company shall pay to the Town a community impact fee in an amount equal to the total actual documented costs imposed upon the Town in the preceding year reasonably related to the Company's ME operations (the "Community Impact Fee"). Notwithstanding anything to the contrary in this Agreement, in no event shall the Community Impact Fee amount to more than three percent (3%) of the Company's gross sales at the ME.
  - b. Payment of the Community Impact Fee shall be made annually to the Town within sixty (60) days of the date that the CCC approves the annual renewal of the Company's Final MELicense. The Company shall promptly notify the Town of the date that the CCC approves the annual renewal of the Company's Final ME License.
  - c. The Town shall document any actual costs imposed upon the Town by the operation of the Company's ME in the preceding year, and documentation of any cost imposed upon the Town reasonably related to the Company's ME operations shall be a public record as defined by Clause 26 of Section 7 of Chapter 4 and Chapter 66. The Town shall transmit to the Company documentation evidencing such costs within thirty (30) days of the date that the Company requests the information in preparation of the annual renewal of the Company's Final MR License. Community Impact Fees may include, but are not limited to: police protection and overtime costs where crowds at the site are anticipated; fire protection; traffic control, design studies as to the additional traffic at proposed site; review of traffic regulation plans; review of security plans; review of financial records and business plans; review of other documentation demonstrating strong capitalization to ensure business success; administrative review of agreements, plans and site conditions via Fire, Health and Building Departments; legal review of any applicable issues related to local government's continued review and approval of the proposed marijuana establishment site; substance abuse prevention programming; and any other reasonable cost associated with the site operation.
  - d. The Community Impact Fee shall automatically terminate upon the completion of the Company's eighth (8th) year of MR operations in the Town following receipt of Final License.
4. This Agreement is contingent upon the Company obtaining either: (a) a provisional license from the CCC for the operation of an MR in the Town, and the Company's receipt of any and all local approvals to locate, occupy and operate a MR;
5. No individual or entity shall sell or otherwise distribute medical marijuana, medical marijuana-related products, adult-use cannabis, or adult-use cannabis-related products within the town of Tewksbury without entering into a Community Host Benefit Agreement with the Town.
6. The provisions of this Agreement shall be applicable as long as the Company operates a MR in the Town of Tewksbury and operates within the purview of the CCC or any successor regulatory agency or agencies.
7. The Company agrees that all real property taxes owing for the property on which the MR is located will be paid when due, and in no event shall the Company apply for a reduction or

elimination of property taxes due to the Company's business status that would not be applicable to any other commercial business in the Town.

8. Acknowledging that the Town will benefit from the creation of jobs for residents, the Company agrees that jobs created at the MR will, within all confines of employment and anti-discrimination laws, and all other factors being equal, be taken to the greatest extent possible by, or be made available to, Town of Tewksbury residents.
9. This Agreement does not affect, limit or control the authority of any Town department, including boards and commissions, to carry out their respective duties in deciding whether to issue or deny any local permits or licenses, required under the laws of the Commonwealth, Tewksbury town bylaws or any other applicable law or regulation. By entering into this Agreement, the Town is not required to issue such permits or licenses.
10. The terms of this Agreement will not constitute a waiver of the Town's regulatory authority or of the Company's applicant responsibilities not otherwise addressed by this Agreement.
11. Events of Default: The Company shall be deemed to have committed an Event of Default if any of the following occur :
  - a. The Company fails to locate an MR in the Town of Tewksbury following issuance of a provisional license from the CCC;
  - b. The Company relocates the MR out of the Town without prior approval from the Town;
  - c. The Company fails to obtain, or maintain in good standing, all necessary licenses and permits for an MR;
  - d. The Company ceases to operate an MR dispensing facility in the Town; or
  - e. The Company fails to make payments to the Town as required under this Agreement, and such failure remains uncured for thirty (30) days. Notwithstanding anything to the contrary in this Agreement, the Company shall not be deemed to have committed an Event of Default if the Company's failure to make Community Impact Fee payments to the Town is due to the Company's intent to contest the reasonableness of the actual costs documented by the Town, as contemplated in G.L. c. 94G, § 3(d), as amended by Chapter 180 of the Acts of 2022.
12. In the event that the CCC or any other regulatory agency deems the Company has failed, committed an Event of Default (as defined by the Commonwealth), or revokes any MR licenses or permits, such that the MR is unable to continue operations after final appeal of such revocation, then the Town may also declare an Event of Default and terminate this Agreement. The Company shall be required to pay any amounts due upon the termination date; such amounts to be based on the actual documented costs imposed upon the Town by the Company's cannabis operations during the period of occupation of the Company within the Town.

13. The Town may terminate this Agreement upon the occurrence of any Event of Default that remains uncured for a period of 30 days following notice from the Town; unless such Event of Default is unable to be cured within 30 days, that material actions to cure the Event of Default have not commenced within 30 days.
14. Termination for Cause: The Town may terminate this Agreement for Cause (as hereinafter defined) at any time by giving at least thirty (30) days' notice, in writing, to the Company. Cause is defined as the Company's purposeful or negligent violation of any applicable laws of the Commonwealth or local bylaws or regulations, with respect to the operation of the ME. The Company shall have twenty-one (21) days from the date notice is given to the Company of the violation to cure such violation prior to termination, or if such violation cannot be cured within 21 days, that material actions to cure the violation have commenced. Upon the notice of any intent to terminate for Cause, the Company shall have the right to appeal that decision and provide evidence to the contrary of their compliance with the relevant alleged violation. Notwithstanding the foregoing, the Company shall not be relieved of liability to the Town for damages sustained by the Town for personal injury or property damage by virtue of any termination of the Agreement.
15. In the case that the Company desires to relocate the ME within the Town it must obtain approval of the new location by the Town.
16. In the case that the Company relocates the ME out of the Town, an adjustment of funds due to the Town hereunder shall be calculated based upon the period of occupation of the ME within the Town, but in no event shall the Town be responsible for the return of any funds already provided to it by the Company unless so ordered by a court of competent jurisdiction or as otherwise required by law.
17. In the event that the Town enters into a community host agreement with any other entity, the town agrees that any such agreement shall not contain terms that result in amounts due to the Town less than are contained in Paragraph 3 of this Agreement.
18. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
19. Any and all notices or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed, postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the following addresses:

**The Town:**           **Town of Tewksbury**  
                                  **1009 Main Street**  
                                  **Tewksbury, MA 01876**

Copy to:               Town Counsel

**Company:**           **Carbonear, LLC**  
                                  Attn: James McMahon  
                                  517 Boston Post Rd #642  
                                  Sudbury, MA 01776

James@mcmahonstrategic.com

Copy to: McMahon Strategic Development  
Attn: James McMahon  
517 Boston Post Rd #642  
Sudbury, MA 01776  
James@mcmahonstrategic.com

20. The Company shall not assign, or otherwise transfer this Agreement, in whole or in part, without the prior express written consent of the Town, and shall not assign any of the moneys payable under this Agreement, except by and with the express written consent of the Town.
21. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign or transfer any interest in the Agreement without the written consent of the other.
22. The Company shall comply with all laws, rules, regulations and order applicable to the ME such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the performance of such work.
23. 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 or the CCC, 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.
24. This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described.
25. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and shall not be modified or amended except by a written document executed by the parties hereto.
26. Each of the parties acknowledges that it has been advised by counsel, or had the opportunity to be advised by counsel, in the drafting, negotiation, execution and delivery of this Agreement, and has actively participated in the drafting, negotiating, execution and delivery of this Agreement. In no event will any provision of this Agreement be construed for or against either party as a result of such party having drafted all or any portion hereof.
27. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one in the same agreement.

*Space intentionally left black. Signature page to follow.*

In WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

**TOWN OF TEWKSBURY:**

Name:

Title:

Hereunto duly authorized

**COMPANY:**

Carbonear, LLC

Name: Dean Graffeo

Title: Proprietor

Hereunto duly authorized

## Community Outreach Meeting Attestation Form

### Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

### Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

- a. Date of publication:
- b. Name of publication:

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

- a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

- a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
  - b. Information adequate to demonstrate that the location will be maintained securely;
  - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
  - d. A plan by the ME or MTC to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



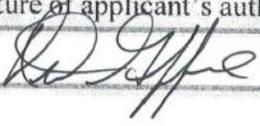
Name of applicant:

Dean Graffeo

Name of applicant's authorized representative:

Dean Graffeo

Signature of applicant's authorized representative:



Denise Graffeo  
Tewksbury Town Clerk  
1009 Main Street  
Tewksbury, MA 01876

March 6, 2023

Notice is hereby given that Carbonear LLC will host a community outreach meeting for a proposed retail marijuana establishment on Thursday, March 23, 2023, at 5:30 p.m. at the Tewksbury Knights of Columbus, 2068 Main Street, Tewksbury, MA 01876.

The meeting will include discussion regarding a proposal to site an Adult-Use Marijuana Retailer at 2186-2196 Main Street, Tewksbury, MA 01876.

There will be an opportunity for the public to ask questions. The meeting will cover, at a minimum, the following topics: the proposed location and the type of the marijuana establishment; the building being moved into and compliance with security requirements as outlined by 935 CMR 500 et seq. (the Massachusetts Adult-Use Marijuana Regulations); steps taken to prevent the diversion of marijuana to minors; plan to positively impact the local community; and information demonstrating how the location will not constitute a nuisance to the community.

TOWN CLERK  
BOARD OF REGISTRARS  
TEWKSBURY, MA

2023 MAR -6 PM 1:33

Richard Montuori  
Tewksbury Town Manger  
1009 Main Street  
Tewksbury, MA 01876

March 6, 2023

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RECEIVED  
TOWN OF TEWKSBURY  
BD SELECTION/TOWN MANAGER  
2023 MAR -6 P 1:35

Chairperson Todd R. Johnson  
Tewksbury Select Board  
1009 Main Street  
Tewksbury, MA 01876

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RECEIVED  
TOWN OF TEWKSBURY  
BD SELECTMEN/TOWN MANAGER  
2023 MAR -6 P 1:35

Chairperson Stephen G. Johnson Jr.  
Tewksbury Planning Board  
1009 Main Street  
Tewksbury, MA 01876

**RECEIVED**

**MAR 06 2023**

Tewksbury  
**Community Development**

March 6, 2023

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March 6, 2023  
#NY0074496

# CLASSIFIEDS

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# Town of Tewksbury Abutters List

Map/Lot	Abutter	Address	Town	ST	Zip	Book/Page	Location
96-279	SHEEHAN SHARON E	43 WILSON RD	TEWKSBURY	MA	01876	32598/0040	43 WILSON RD
96-67	FOSTER ROBERT D & CLAUDIA M	51 HILL ST	TEWKSBURY	MA	01876	06488/0213	51 HILL ST
96-80	SANTORO ANTHONY F	3 SUNSET RD	TEWKSBURY	MA	01876	02155/0035	3 SUNSET RD
96-233	VITALE REALTY HOLDINGS LLC	2185 MAIN ST	TEWKSBURY	MA	01876	32271/0136	2185 MAIN ST
96-81	MCHUGH ROBYN M & GREGORY D TR	47 HILL ST	TEWKSBURY	MA	01876	27380/0156	47 HILL ST
96-269	IMPERATO PATRICK	4 MADELINE RD	TEWKSBURY	MA	01876	29276/0046	4 MADELINE RD
96-51	MAIN AND MARCH REALTY LLC	19 JACOB RD	WINDHAM	NH	03087	34279/0147	2171 MAIN ST
96-66	MACDONALD ROBERT J & KATHLEEN A	20 WEBSTER RD	TEWKSBURY	MA	01876	11913/0053	20 WEBSTER RD
96-68	FROST JEFFREY F & SANDRA J	49 HILL ST	TEWKSBURY	MA	01876	33656/5957	49 HILL ST
96-63	CUSOLITO MARY RITA	12 MARCH RD	TEWKSBURY	MA	01876	35707/0220	12 MARCH RD
96-70	MIDDLETON FAMILY TRUST	6 SUNSET RD	TEWKSBURY	MA	01876	36997/0032	6 SUNSET RD
96-73	SABA MAURICE & CAROLINE	9 EDGAR AV	TEWKSBURY	MA	01876	36129/0073	9 EDGAR AV
96-79	VILLA DANIELLE M	8 EDGAR AV	TEWKSBURY	MA	01876	39371/8739	8 EDGAR AV
96-49	NICKERSON RAYMOND P TR	68 COPPERMINE RD	TOPSFIELD	MA	01983	7961/0028	2195 MAIN ST
96-71	DALUZ JOELSON & DA LUZ DENISI LOCATELLI	8 SUNSET RD	TEWKSBURY	MA	01876	36074/0182	8 SUNSET RD
96-78	JONES GEORGE A	4 EDGAR AV	TEWKSBURY	MA	01876	34185/2477	4 EDGAR AV
96-132	CUMMINGS MARIE E	5 MADELINE RD	TEWKSBURY	MA	01876	9716/0290	5 MADELINE RD
96-50-MAIN	MAIN ST CONDOMINIUMS INC	PO BOX 488	ANDOVER	MA	01810	02784/0265	2175 MAIN ST
96-50-U001	TENNANT MARK C	1 DECAROLIS DR	TEWKSBURY	MA	01876	18402/0130	1 DECAROLIS DR
96-50-U002	DOMPIER DONALD A	2 DECAROLIS DR	TEWKSBURY	MA	01876	22529/0049	2 DECAROLIS DR
96-50-U003	ZACAME LEAH	3 DECAROLIS DR	TEWKSBURY	MA	01876	29096/0058	3 DECAROLIS DR
96-50-U004	REZENDE NICOLE & ALBANO MARK	4 DECAROLIS DR	TEWKSBURY	MA	01876	36075/0289	4 DECAROLIS DR
96-50-U005	GAY DAVID H & CHERYL B TR	5 DECAROLIS DR	TEWKSBURY	MA	01876	37477/0069	5 DECAROLIS DR
96-50-U006	MCCARTHY BRIAN M	6 DECAROLIS DR	TEWKSBURY	MA	01876	18079/0244	6 DECAROLIS DR
96-50-U007	DAHMANI AWATIF	7 DECAROLIS DR	TEWKSBURY	MA	01876	18397/0012	7 DECAROLIS DR
96-50-U008	MORAN EDWARD F & KAREN L	8 DECAROLIS DR	TEWKSBURY	MA	01876	10496/0121	8 DECAROLIS DR
96-50-U009	CYNTHIA A BARBARO REV TRUST	9 DECAROLIS DR	TEWKSBURY	MA	01876	32766/0286	9 DECAROLIS DR
96-50-U010	SURETTE STEPHEN A & LORI A	10 DECAROLIS DR	TEWKSBURY	MA	01876	11420/0306	10 DECAROLIS DR
96-50-U011	MCCANN PAUL	11 DECAROLIS DR	TEWKSBURY	MA	01876	16511/0186	11 DECAROLIS DR
96-50-U012	MORNING LISA S	12 DECAROLIS DR	TEWKSBURY	MA	01876	9568/0233	12 DECAROLIS DR
96-50-U013	FONTAINE JONATHAN & MAYER JENNIE	13 DECAROLIS DR	TEWKSBURY	MA	01876	31490/0033	13 DECAROLIS DR
96-50-U014	SMITH ALEXANDER RUSSELL	14 DECAROLIS DR	TEWKSBURY	MA	01876	33853/0156	14 DECAROLIS DR
96-50-U015	JTA REALTY TRUST	117 GLEN RD	WILMINGTON	MA	01887	27317/0095	15 DECAROLIS DR
96-50-U016	MERRILL NANCY ANN	16 DECAROLIS DR	TEWKSBURY	MA	01876	9688/0262	16 DECAROLIS DR
96-50-U017	MESSINA PEREZ KAREN	17 DECAROLIS DR	TEWKSBURY	MA	01876	37063/0162	17 DECAROLIS DR
96-50-U018	NIKOLOV MARIYAN	18 DECAROLIS DR	TEWKSBURY	MA	01876	36387/0244	18 DECAROLIS DR
96-50-U019	LOWMAN-ERNEST HANNAH & ERNEST AVITH	19 DECAROLIS DR	TEWKSBURY	MA	01876	32333/0264	19 DECAROLIS DR
96-50-U020	YASI RICHARD S	20 DECAROLIS DR	TEWKSBURY	MA	01876	15942/0218	20 DECAROLIS DR
96-50-U021	FAWCETT CHERYL A & PIERCE CHARLES	21 DECAROLIS DR	TEWKSBURY	MA	01876	30837/0081	21 DECAROLIS DR
96-50-U022	CHERUBINO ZELIA M	22 DECAROLIS DR	TEWKSBURY	MA	01876	15116/0101	22 DECAROLIS DR
96-50-U023	MILLER PARAMITA & MICHAEL	23 DECAROLIS DR	TEWKSBURY	MA	01876	34271/0038	23 DECAROLIS DR
96-50-U024	STARNES LARRY G	10 EAGLE RD	WINCHENDON	MA	01475	02678/0500	24 DECAROLIS DR
96-50-U025	MCCANN DARLENE MARIE & RAYMOND J	25 DECAROLIS DR	TEWKSBURY	MA	01876	32046/0160	25 DECAROLIS DR
96-50-U026	KELLEY MICHELE D	26 DECAROLIS DR	TEWKSBURY	MA	01876	37488/0056	26 DECAROLIS DR
96-50-U027	DICHARA SALLY	27 DECAROLIS DR	TEWKSBURY	MA	01876	29248/0113	27 DECAROLIS DR
96-50-U028	GARMIL WAYNE S	28 DECAROLIS DR	TEWKSBURY	MA	01876	15791/0212	28 DECAROLIS DR
96-50-U029	FARREN MICHAEL W	29 DECAROLIS DR	TEWKSBURY	MA	01876	19077/0112	29 DECAROLIS DR
96-50-U030	CAMPBELL ROBERT R & ELIZABETH C	30 DECAROLIS DR	TEWKSBURY	MA	01876	37345/0291	30 DECAROLIS DR
96-50-U031	ELLIS SAMANTHA L	31 DECAROLIS DR	TEWKSBURY	MA	01876	36498/0198	31 DECAROLIS DR

# Town of Tewksbury Abutters List

Map/Lot	Abutter	Address	Town	ST	Zip	Book/Page	Location
96-50-U032	SCHIEREMBERGG HENRY A	32 DECAROLIS DR	TEWKSBURY	MA	01876	33664/0123	32 DECAROLIS DR
96-50-U033	BELLAVIA DIANE T	33 DECAROLIS DR	TEWKSBURY	MA	01876	02677/0014	33 DECAROLIS DR
96-50-U034	IBY CHERYL & DREW	34 DECAROLIS DR	TEWKSBURY	MA	01876	37159/0216	34 DECAROLIS DR
96-50-U035	MEEHAN MARY	35 DECAROLIS DR	TEWKSBURY	MA	01876	6903/0189	35 DECAROLIS DR
96-50-U036	MOONEY PATRICIA M	36 DECAROLIS DR	TEWKSBURY	MA	01876	05344/0111	36 DECAROLIS DR
96-50-U037	ABARHANE BRIK & NAQQAD NISRINE	37 DECAROLIS DR	TEWKSBURY	MA	01876	36381/0017	37 DECAROLIS DR
96-50-U038	BURKE MICHELLE T	38 DECAROLIS DR	TEWKSBURY	MA	01876	16562/0047	38 DECAROLIS DR
96-50-U039	DRISCOLL GRACE M	39 DECAROLIS DR	TEWKSBURY	MA	01876	7099/0130	39 DECAROLIS DR
96-50-U040	MORGAN AMANDA M & SULLIVAN LISA M	40 DECAROLIS DR	TEWKSBURY	MA	01876	32948/0039	40 DECAROLIS DR
96-50-U041	JONES ASHLEY F & LEWIS CODY	41 DECAROLIS DR	TEWKSBURY	MA	01876	37005/0235	41 DECAROLIS DR
96-50-U042	ONEILL CHARLES E & DANIELA FREITAS	42 DECAROLIS DR	TEWKSBURY	MA	01876	28894/0188	42 DECAROLIS DR
96-50-U043	GORMLEY DAVID	43 DECAROLIS DR	TEWKSBURY	MA	01876	33294/0060	43 DECAROLIS DR
96-50-U044	CHADWELL ELIZABETH A	44 DECAROLIS DR	TEWKSBURY	MA	01876	8027/0092	44 DECAROLIS DR
96-50-U045	BARRY LINDA J	45 DECAROLIS DR	TEWKSBURY	MA	01876	10606/0150	45 DECAROLIS DR
96-50-U046	MISIPH GLENN A & SANDRA J	46 DECAROLIS DR	TEWKSBURY	MA	01876	30348/0001	46 DECAROLIS DR
96-50-U047	GRAMS LAUREN & PUTNAM ZACH	47 DECAROLIS DR	TEWKSBURY	MA	01876	34651/0235	47 DECAROLIS DR
96-50-U048	KERINS MICHAEL	48 DECAROLIS DR	TEWKSBURY	MA	01876	36468/0227	48 DECAROLIS DR
96-50-U049	ENG STEPHEN TR	49 DECAROLIS DR	TEWKSBURY	MA	01876	28398/0037	49 DECAROLIS DR
96-50-U050	GILLIS GEORGE F JR & WENDY A	50 DECAROLIS DR	TEWKSBURY	MA	01876	33306/0189	50 DECAROLIS DR
96-50-U051	2020 PAONE LIVING TRUST	51 DECAROLIS DR	TEWKSBURY	MA	01876	34227/0191	51 DECAROLIS DR
96-50-U052	KEENE KERRI MARIE	52 DECAROLIS DR	TEWKSBURY	MA	01876	33814/0144	52 DECAROLIS DR
96-50-U053	IVAS JOHN B	53 DECAROLIS DR	TEWKSBURY	MA	01876	29465/0181	53 DECAROLIS DR
96-50-U054	PAUL & CAROL MCCARTHY IRREVOCABLE TRUST	54 DECAROLIS DR	TEWKSBURY	MA	01876	36081/0181	54 DECAROLIS DR
96-50-U055	SHERI MERLINO FAMILY TRUST	55 DECAROLIS DR	TEWKSBURY	MA	01876	36690/0194	55 DECAROLIS DR
96-50-U056	SEPAVICH ANNE D TR	56 DECAROLIS DR	TEWKSBURY	MA	01876	20968/0272	56 DECAROLIS DR
96-50-U057	MILITO DEBORAH	57 DECAROLIS DR	TEWKSBURY	MA	01876	37350/0289	57 DECAROLIS DR
96-50-U058	BORBA NATAL R & NAZARIO X	58 DECAROLIS DR	TEWKSBURY	MA	01876	26752/0183	58 DECAROLIS DR
96-50-U059	BENNETT TIMOTHY R	59 DECAROLIS DR	TEWKSBURY	MA	01876	32883/0047	59 DECAROLIS DR
96-50-U060	RUSSO JONATHAN	60 DECAROLIS DR	TEWKSBURY	MA	01876	32112/0295	60 DECAROLIS DR
96-50-U061	MCCARTHY BRIAN	61 DECAROLIS DR	TEWKSBURY	MA	01876	30804/0286	61 DECAROLIS DR
96-50-U062	FU SHU YI & CHUN YING	62 DECAROLIS DR	TEWKSBURY	MA	01876	03263/0033	62 DECAROLIS DR
96-50-U063	LILI PAD PROPERTIES 401K PSP	63 DECAROLIS DR	TEWKSBURY	MA	01876	33363/0286	63 DECAROLIS DR
96-50-U064	MASON JOSEPH L & CARROLL JONI D	64 DECAROLIS DR	TEWKSBURY	MA	01876	33670/0146	64 DECAROLIS DR
96-50-U065	MACDONALD MARGUERITE M	65 DECAROLIS DR	TEWKSBURY	MA	01876	03881/0114	65 DECAROLIS DR
96-50-U066	GAGALIS NICHOLAS ALLAN	66 DECAROLIS DR	TEWKSBURY	MA	01876	33496/0293	66 DECAROLIS DR
96-50-U067	MORIARTY JENNIE	67 DECAROLIS DR	TEWKSBURY	MA	01876	15926/0248	67 DECAROLIS DR
96-50-U068	KOMENCHUK STEVEN W	68 DECAROLIS DR	TEWKSBURY	MA	01876	20597/0285	68 DECAROLIS DR
96-50-U069	KILBURN ROBERT & CHRISTINE	69 DECAROLIS DR	TEWKSBURY	MA	01876	9415/0296	69 DECAROLIS DR
96-50-U070	BOURNOT KENNETH C	70 DECAROLIS DR	TEWKSBURY	MA	01876	30165/0149	70 DECAROLIS DR
96-50-U071	MUSE PAUL H & VIVIEN	71 ARMANDO WY	TEWKSBURY	MA	01876	26148/0280	71 ARMANDO WY
96-50-U072	KNOX JASON	72 ARMANDO WY	TEWKSBURY	MA	01876	36473/0166	72 ARMANDO WY
96-50-U073	YU DAVID & JOYCE KIMIKO	73 ARMANDO WY	TEWKSBURY	MA	01876	34920/0254	73 ARMANDO WY
96-50-U074	NADEAU KIMBERLY A	74 ARMANDO WY	TEWKSBURY	MA	01876	22914/0145	74 ARMANDO WY
96-50-U075	BELLINO GLORIANN	75 ARMANDO WY	TEWKSBURY	MA	01876	23959/0287	75 ARMANDO WY
96-50-U076	MACRI RICHARD & CATHERINE	76 ARMANDO WY	TEWKSBURY	MA	01876	30809/0210	76 ARMANDO WY
96-50-U077	SHAO YUPING & LI DONGXUE	77 ARMANDO WY	TEWKSBURY	MA	01876	35791/0091	77 ARMANDO WY
96-50-U078	LIPSON LAURIE J	52 WEBBERS PATH	W YARMOUTH	MA	02673	37012/0252	78 ARMANDO WY
96-50-U079	DESARIO STEVEN & JENNIFER ZINK	79 ARMANDO WY	TEWKSBURY	MA	01876	19616/0214	79 ARMANDO WY
96-50-U080	EICH JULIE	80 ARMANDO WY	TEWKSBURY	MA	01876	33957/0042	80 ARMANDO WY

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Map/Lot	Abutter	Abutter	Address	Town	ST	Zip	Book/Page	Location
96-50-U081	BRIMER WILLIAM	BRIMER CATHERINE F	7 SUNSHINE CT	NEWPORT	RI	02848	03730/0240	81 ARMANDO WY
96-50-U082	MURRIN FRANCES M & ROBERT A SR		82 ARMANDO WY	TEWKSBURY	MA	01876	22091/0175	82 ARMANDO WY
96-50-U083	DEMONICO KATHERYN		83 ARMANDO WY	TEWKSBURY	MA	01876	16804/0254	83 ARMANDO WY
96-50-U084	KANG YUANYUAN & TENG WENPING		84 ARMANDO WY	TEWKSBURY	MA	01876	32983/0236	84 ARMANDO WY
96-50-U085	MOTTOLO DAVID M	HARD CARA B	22 GOLDEN OAKS DR	SALEM	NH	03079	18678/0080	85 ARMANDO WY
96-50-U086	MUNRO JANIE		86 ARMANDO WY	TEWKSBURY	MA	01876	21783/0217	86 ARMANDO WY
96-50-U087	IRONS CINDY IRONS FAMILY TRUST	IRONS CYNTHIA L TR	87 DECAROLIS DR	TEWKSBURY	MA	01876	33639/0078	87 DECAROLIS DR
96-50-U088	CALLAHAN WILLIAM T		88 DECAROLIS DR	TEWKSBURY	MA	01876	30587/0163	88 DECAROLIS DR
96-50-U089	MCCLELLAN KILEY E		89 DECAROLIS DR	TEWKSBURY	MA	01876	23834/0161	89 DECAROLIS DR
96-50-U090	BARRESI DAVID W		90 DECAROLIS DR	TEWKSBURY	MA	01876	31645/0159	90 DECAROLIS DR
96-50-U091	DEMAS JOHANNA E		91 DECAROLIS DR	TEWKSBURY	MA	01876	02903/0230	91 DECAROLIS DR
96-50-U092	FERRARI KAREN		92 DECAROLIS DR	TEWKSBURY	MA	01876	26686/0252	92 DECAROLIS DR
96-50-U093	HANNEY MARK J		93 DECAROLIS DR	TEWKSBURY	MA	01876	06694/0285	93 DECAROLIS DR
96-50-U094	MACKENZIE KEVIN & ALICE		94 DECAROLIS DR	TEWKSBURY	MA	01876	10439/0189	94 DECAROLIS DR
96-50-U095	SCHILL KATHERINE		95 DECAROLIS DR	TEWKSBURY	MA	01876	37669/0133	95 DECAROLIS DR
96-50-U096	JENKINS BRAD S & PATRICIA K		96 DECAROLIS DR	TEWKSBURY	MA	01876	28221/0180	96 DECAROLIS DR
96-50-U097	BROWN KACIE & GAGNON CHRISTIAN		97 DECAROLIS DR	TEWKSBURY	MA	01876	32393/0133	97 DECAROLIS DR
96-50-U098	CAGGIANO JACQUELINE H		98 DECAROLIS DR	TEWKSBURY	MA	01876	7018/0028	98 DECAROLIS DR
96-50-U099	HARTMANN DIANA & CHESTER		99 DECAROLIS DR	TEWKSBURY	MA	01876	15616/0198	99 DECAROLIS DR
96-50-U100	CARREAU JEFFREY M & MADIGAN COLLEEN M		100 DECAROLIS DR	TEWKSBURY	MA	01876	33333/0284	100 DECAROLIS DR
96-50-U101	LYNCH DONNA & RONALD J		101 DECAROLIS DR	TEWKSBURY	MA	01876	9917/0022	101 DECAROLIS DR
96-50-U102	PLANTAMURA MARY F		102 DECAROLIS DR	TEWKSBURY	MA	01876	12291/0015	102 DECAROLIS DR
96-61	ROMANO NICKOLAS & ANN D		2 HEATH ST	TEWKSBURY	MA	01876	27809/0051	2196 MAIN ST
96-62	DEMINE DIANE & JENNA	BOSCO JOSHUA J	8 MARCH RD	TEWKSBURY	MA	01876	36821/0043	8 MARCH RD
96-278	CATANZANO JAMES L		11 WEBSTER RD	TEWKSBURY	MA	01876	22385/0119	11 WEBSTER RD
96-64	MACNEIL MARK P & LAUREEN M		14 MARCH RD	TEWKSBURY	MA	01876	28117/0253	14 MARCH RD
96-101	CONKLIN THOMAS M & LINDA A		2 MADELINE RD	TEWKSBURY	MA	01876	9667/0202	2 MADELINE RD
96-102	TRANI JOHN M & SUSAN C TR	J AND S TRANI FAMILY REVOC TRST	3 MADELINE RD	TEWKSBURY	MA	01876	37500/0147	3 MADELINE RD
96-103	KRAM DEVELOPMENT COMPANY LLC		379 BOSTON RD	BILLERICA	MA	01821	36798/0291	2212 MAIN ST
96-53	2131 MAIN STREET LLC		291 WATERTOWN ST	NEWTON	MA	02458	35886/0089	2131 MAIN ST
96-58	KONIS STEVEN TRUSTEE	KONIS TEWKSBURY REALTY TRUST	778 HUMPHREY ST	SWAMPSCOTT	MA	01907	7012/0283	2144 MAIN ST
96-69	REGOLINO JOHN T JR & ANGELA		4 SUNSET RD	TEWKSBURY	MA	01876	00233/0134	4 SUNSET RD
96-99	ANDREWS GREGORY & LEAH		39 WILSON RD	TEWKSBURY	MA	01876	35010/0266	39 WILSON RD
96-60	ROMANO NICKOLAS		2 HEATH ST	TEWKSBURY	MA	01876	11373/0047	2186 MAIN ST
96-59	BOUDREAU JAMES A TR	BOUDREAU REALTY TRUST	2184 MAIN STREET	TEWKSBURY	MA	01876	03242/0023	2184 MAIN ST
96-72	TURCOTTE JOSEPH E		5 SUNSET RD	TEWKSBURY	MA	01876	5098/0348	5 SUNSET RD
96-100	CARBONE JOYCE A		15 MARCH ROAD	TEWKSBURY	MA	01876	02476/0061	15 MARCH RD
96-133	ANDREWS JOAN H		47 WILSON RD	TEWKSBURY	MA	01876	15765/0147	47 WILSON RD
96-74	GALINIS PAUL A		7 EDGAR AV	TEWKSBURY	MA	01876	28369/0103	7 EDGAR AV

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96-104	2230 MAIN STREET LLC	10 ELIZABETH DR	WILMINGTON	MA	01887	32590/0212	2230 MAIN ST
96-233	VITALE REALTY HOLDINGS LLC	2185 MAIN ST	TEWKSBURY	MA	01876	32271/0136	2185 MAIN ST
96-269	IMPERATO PATRICK	4 MADELINE RD	TEWKSBURY	MA	01876	29276/0046	4 MADELINE RD
96-51	MAIN AND MARCH REALTY LLC	19 JACOB RD	WINDHAM	NH	03087	34279/0147	2171 MAIN ST
96-63	CUSOLITO MARY RITA	12 MARCH RD	TEWKSBURY	MA	01876	35707/0220	12 MARCH RD
96-70	MIDDLETON FAMILY TRUST	6 SUNSET RD	TEWKSBURY	MA	01876	36997/0032	6 SUNSET RD
96-73	SABA MAURICE & CAROLINE	9 EDGAR AV	TEWKSBURY	MA	01876	36129/0073	9 EDGAR AV
96-131	FARIA JOSE MICHAEL & MARIA	7 MADELINE RD	TEWKSBURY	MA	01876	31477/0229	7 MADELINE RD
96-47	HEG 2221 MAIN ST LLC	2 INTERNATIONAL WAY	LAWRENCE	MA	01843	28818/0183	2221 MAIN ST
96-49	NICKERSON RAYMOND P TR	68 COPPERMINE RD	TOPSFIELD	MA	01983	79611/0028	2195 MAIN ST
96-71	DALUZ JOELSON & DA LUZ DENISI LOCATELLI	8 SUNSET RD	TEWKSBURY	MA	01876	36074/0182	8 SUNSET RD
96-132	CUMMINGS MARIE E	5 MADELINE RD	TEWKSBURY	MA	01876	9716/0290	5 MADELINE RD
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96-50-U007	DAHMANI AWATIF	7 DECAROLIS DR	TEWKSBURY	MA	01876	18397/0012	7 DECAROLIS DR
96-50-U008	MORAN EDWARD F & KAREN L	8 DECAROLIS DR	TEWKSBURY	MA	01876	10496/0121	8 DECAROLIS DR
96-50-U009	CYNTHIA A BARBARO REV TRUST	9 DECAROLIS DR	TEWKSBURY	MA	01876	32766/0286	9 DECAROLIS DR
96-50-U010	SURETTE STEPHEN A & LORI A	10 DECAROLIS DR	TEWKSBURY	MA	01876	11420/0306	10 DECAROLIS DR
96-50-U011	MCCANN PAUL	11 DECAROLIS DR	TEWKSBURY	MA	01876	16511/0186	11 DECAROLIS DR
96-50-U012	MORNING LISA S	12 DECAROLIS DR	TEWKSBURY	MA	01876	9568/0233	12 DECAROLIS DR
96-50-U013	FONTAINE JONATHAN & MAYER JENNIE	13 DECAROLIS DR	TEWKSBURY	MA	01876	31490/0033	13 DECAROLIS DR
96-50-U014	SMITH ALEXANDER RUSSELL	14 DECAROLIS DR	TEWKSBURY	MA	01876	33853/0156	14 DECAROLIS DR
96-50-U015	JTA REALTY TRUST	117 GLEN RD	WILMINGTON	MA	01887	27317/0095	15 DECAROLIS DR
96-50-U016	MERRILL NANCY ANN	16 DECAROLIS DR	TEWKSBURY	MA	01876	9688/0262	16 DECAROLIS DR
96-50-U017	MESSINA PEREZ KAREN	17 DECAROLIS DR	TEWKSBURY	MA	01876	37063/0162	17 DECAROLIS DR
96-50-U018	NIKOLOV MARIYAN	18 DECAROLIS DR	TEWKSBURY	MA	01876	36387/0244	18 DECAROLIS DR
96-50-U019	LOWMAN-ERNEST HANNAH & ERNEST AVITH	19 DECAROLIS DR	TEWKSBURY	MA	01876	32333/0264	19 DECAROLIS DR
96-50-U020	YASI RICHARD S	20 DECAROLIS DR	TEWKSBURY	MA	01876	15942/0218	20 DECAROLIS DR
96-50-U021	FAWCETT CHERYL A & PIERCE CHARLES	21 DECAROLIS DR	TEWKSBURY	MA	01876	30837/0081	21 DECAROLIS DR
96-50-U022	CHERUBINO ZELIA M	22 DECAROLIS DR	TEWKSBURY	MA	01876	15116/0101	22 DECAROLIS DR
96-50-U023	MILLER PARAMITA & MICHAEL	23 DECAROLIS DR	TEWKSBURY	MA	01876	34271/0038	23 DECAROLIS DR
96-50-U024	STARNES LARRY G	10 EAGLE RD	WINCHENDON	MA	01475	02678/0500	24 DECAROLIS DR
96-50-U025	MCCANN DARLENE MARIE & RAYMOND J	25 DECAROLIS DR	TEWKSBURY	MA	01876	32046/0160	25 DECAROLIS DR
96-50-U026	KELLEY MICHELE D	26 DECAROLIS DR	TEWKSBURY	MA	01876	37488/0056	26 DECAROLIS DR
96-50-U027	DICHIARA SALLY	27 DECAROLIS DR	TEWKSBURY	MA	01876	29248/0113	27 DECAROLIS DR
96-50-U028	GARMIL WAYNE S	28 DECAROLIS DR	TEWKSBURY	MA	01876	15791/0212	28 DECAROLIS DR
96-50-U029	FARREN MICHAEL W	29 DECAROLIS DR	TEWKSBURY	MA	01876	19077/0112	29 DECAROLIS DR
96-50-U030	CAMPBELL ROBERT R & ELIZABETH C	30 DECAROLIS DR	TEWKSBURY	MA	01876	37345/0291	30 DECAROLIS DR
96-50-U031	ELLIS SAMANTHA L	31 DECAROLIS DR	TEWKSBURY	MA	01876	36498/0198	31 DECAROLIS DR
96-50-U032	SCHIEREMBERGG HENRY A	32 DECAROLIS DR	TEWKSBURY	MA	01876	33664/0123	32 DECAROLIS DR
96-50-U033	BELLAVIA DIANE T	33 DECAROLIS DR	TEWKSBURY	MA	01876	02677/0014	33 DECAROLIS DR
96-50-U034	IBY CHERYL & DREW	34 DECAROLIS DR	TEWKSBURY	MA	01876	37159/0216	34 DECAROLIS DR
96-50-U035	MEEHAN MARY	35 DECAROLIS DR	TEWKSBURY	MA	01876	6903/0189	35 DECAROLIS DR
96-50-U036	MOONEY PATRICIA M	36 DECAROLIS DR	TEWKSBURY	MA	01876	05344/0111	36 DECAROLIS DR
96-50-U037	ABARHANE BRIK & NAQQAD NISRINE	37 DECAROLIS DR	TEWKSBURY	MA	01876	36387/0017	37 DECAROLIS DR

# Town of Tewksbury Abutters List

Map/Lot	Abutter	Abutter	Address	Town	ST	Zip	Book/Page	Location
96-50-U038	BURKE MICHELLE T		38 DECAROLIS DR	TEWKSBURY	MA	01876	16562/0047	38 DECAROLIS DR
96-50-U039	DRISCOLL GRACE M		39 DECAROLIS DR	TEWKSBURY	MA	01876	7099/0130	39 DECAROLIS DR
96-50-U040	MORGAN AMANDA M & SULLIVAN LISA M		40 DECAROLIS DR	TEWKSBURY	MA	01876	32948/0039	40 DECAROLIS DR
96-50-U041	JONES ASHLEY F & LEWIS CODY		41 DECAROLIS DR	TEWKSBURY	MA	01876	37005/0257	41 DECAROLIS DR
96-50-U042	ONEILL CHARLES E & DANIELA FREITAS		42 DECAROLIS DR	TEWKSBURY	MA	01876	28894/0188	42 DECAROLIS DR
96-50-U043	GORMLEY DAVID		43 DECAROLIS DR	TEWKSBURY	MA	01876	33294/0060	43 DECAROLIS DR
96-50-U044	CHADWELL ELIZABETH A		44 DECAROLIS DR	TEWKSBURY	MA	01876	8027/0092	44 DECAROLIS DR
96-50-U045	BARRY LINDA J		45 DECAROLIS DR	TEWKSBURY	MA	01876	10606/0150	45 DECAROLIS DR
96-50-U046	MISIPH GLENN A & SANDRA J		46 DECAROLIS DR	TEWKSBURY	MA	01876	30348/0001	46 DECAROLIS DR
96-50-U047	GRAMS LAUREN & PUTNAM ZACH		47 DECAROLIS DR	TEWKSBURY	MA	01876	34651/0235	47 DECAROLIS DR
96-50-U048	KERINS MICHAEL		48 DECAROLIS DR	TEWKSBURY	MA	01876	36468/0227	48 DECAROLIS DR
96-50-U049	ENG STEPHEN TR		49 DECAROLIS DR	TEWKSBURY	MA	01876	28398/0037	49 DECAROLIS DR
96-50-U050	GILLIS GEORGE F JR & WENDY A	STEPHEN ENG REVOC TRUST	50 DECAROLIS DR	TEWKSBURY	MA	01876	33306/0189	50 DECAROLIS DR
96-50-U051	2020 PAONE LIVING TRUST	PAONE KIM M TR	51 DECAROLIS DR	TEWKSBURY	MA	01876	34227/0191	51 DECAROLIS DR
96-50-U052	KEENE KERRI MARIE		52 DECAROLIS DR	TEWKSBURY	MA	01876	33814/0144	52 DECAROLIS DR
96-50-U053	IVAS JOHN B		53 DECAROLIS DR	TEWKSBURY	MA	01876	29465/0181	53 DECAROLIS DR
96-50-U054	PAUL & CAROL MCCARTHY IRREVOCABLE TRUST	MCCARTHY PAUL E & CAROL R TR	54 DECAROLIS DR	TEWKSBURY	MA	01876	36081/0181	54 DECAROLIS DR
96-50-U055	SHERI MERLINO FAMILY TRUST	MERLINO SHERI TR	55 DECAROLIS DR	TEWKSBURY	MA	01876	36690/0194	55 DECAROLIS DR
96-50-U056	SEPAVICH ANNE D TR	SEPAVICH FAMILY TRUST	56 DECAROLIS DR	TEWKSBURY	MA	01876	20968/0272	56 DECAROLIS DR
96-50-U057	MILITO DEBORAH	GIMILARO BARBARA	57 DECAROLIS DR	TEWKSBURY	MA	01876	37350/0269	57 DECAROLIS DR
96-50-U058	BORBA NATAL R & NAZARIO X		58 DECAROLIS DR	TEWKSBURY	MA	01876	26752/0183	58 DECAROLIS DR
96-50-U059	BENNETT TIMOTHY R		59 DECAROLIS DR	TEWKSBURY	MA	01876	32883/0047	59 DECAROLIS DR
96-50-U060	RUSSO JONATHAN		60 DECAROLIS DR	TEWKSBURY	MA	01876	32112/0295	60 DECAROLIS DR
96-50-U061	MCCARTHY BRIAN		61 DECAROLIS DR	TEWKSBURY	MA	01876	30804/0266	61 DECAROLIS DR
96-50-U062	FU SHU YI & CHUN YING		62 DECAROLIS DR	TEWKSBURY	MA	01876	33263/0033	62 DECAROLIS DR
96-50-U063	LILI PAD PROPERTIES 401K PSP		63 DECAROLIS DR	TEWKSBURY	MA	01876	33363/0266	63 DECAROLIS DR
96-50-U064	MASON JOSEPH L & CARROLL JONI D		64 DECAROLIS DR	TEWKSBURY	MA	01876	33670/0146	64 DECAROLIS DR
96-50-U065	MACDONALD MARGUERITE M		65 DECAROLIS DR	TEWKSBURY	MA	01876	03881/0114	65 DECAROLIS DR
96-50-U066	GAGALIS NICHOLAS ALLAN	HEALY BRIANNA RAE	66 DECAROLIS DR	TEWKSBURY	MA	01876	33496/0293	66 DECAROLIS DR
96-50-U067	MORIARTY JENNIE		67 DECAROLIS DR	TEWKSBURY	MA	01876	15926/0248	67 DECAROLIS DR
96-50-U068	KOMENCHUK STEVEN W		68 DECAROLIS DR	TEWKSBURY	MA	01876	20597/0285	68 DECAROLIS DR
96-50-U069	KILBURN ROBERT & CHRISTINE		69 DECAROLIS DR	TEWKSBURY	MA	01876	9415/0296	69 DECAROLIS DR
96-50-U070	BOURINOT KENNETH C		70 DECAROLIS DR	TEWKSBURY	MA	01876	30165/0149	70 DECAROLIS DR
96-50-U071	MUSE PAUL H & VIVIEN		71 ARMANDO WY	TEWKSBURY	MA	01876	26148/0280	71 ARMANDO WY
96-50-U072	KNOX JASON		72 ARMANDO WY	TEWKSBURY	MA	01876	36473/0166	72 ARMANDO WY
96-50-U073	YU DAVID & JOYCE KIMIKO		73 ARMANDO WY	TEWKSBURY	MA	01876	34920/0254	73 ARMANDO WY
96-50-U074	NADEAU KIMBERLY A		74 ARMANDO WY	TEWKSBURY	MA	01876	22914/0145	74 ARMANDO WY
96-50-U075	BELLINO GLORIAN		75 ARMANDO WY	TEWKSBURY	MA	01876	23959/0287	75 ARMANDO WY
96-50-U076	MACRI RICHARD & CATHERINE		76 ARMANDO WY	TEWKSBURY	MA	01876	30809/0210	76 ARMANDO WY
96-50-U077	SHAO YUPING & LI DONGXUE		77 ARMANDO WY	TEWKSBURY	MA	01876	35791/0091	77 ARMANDO WY
96-50-U078	LIPSON LAURIE J	BRUZZESE TALIA	52 WEBBERS PATH	W YARMOUTH	MA	02673	37012/0252	78 ARMANDO WY
96-50-U079	DESARIO STEVEN & JENNIFER ZINK		79 ARMANDO WY	TEWKSBURY	MA	01876	19616/0214	79 ARMANDO WY
96-50-U080	EICH JULIE		80 ARMANDO WY	TEWKSBURY	MA	01876	33957/0042	80 ARMANDO WY
96-50-U081	BRIMER WILLIAM	BRIMER CATHERINE F	7 SUNSHINE CT	NEWPORT	RI	02848	03730/0240	81 ARMANDO WY
96-50-U082	MURRIN FRANCES M & ROBERT A SR		82 ARMANDO WY	TEWKSBURY	MA	01876	22091/0175	82 ARMANDO WY
96-50-U083	DEMONICO KATHERYN		83 ARMANDO WY	TEWKSBURY	MA	01876	16804/0254	83 ARMANDO WY
96-50-U084	KANG YUANYUAN & TENG WENPING		84 ARMANDO WY	TEWKSBURY	MA	01876	32983/0236	84 ARMANDO WY
96-50-U085	MOTTOLO DAVID M	HARD CARA B	22 GOLDEN OAKS DR	SALEM	NH	03079	18678/0080	85 ARMANDO WY
96-50-U086	MUNRO JANIE		86 ARMANDO WY	TEWKSBURY	MA	01876	21783/0217	86 ARMANDO WY
96-50-U087	IRONS CINDY IRONS FAMILY TRUST	IRONS CYNTHIA L TR	87 DECAROLIS DR	TEWKSBURY	MA	01876	33639/0078	87 DECAROLIS DR

## Town of Tewksbury Abutters List

Map/Lot	Abutter	Abutter	Address	Town	ST	Zip	Book/Page	Location
96-50-U088	CALLAHAN WILLIAM T		88 DECAROLIS DR	TEWKSBURY	MA	01876	30587/0163	88 DECAROLIS DR
96-50-U089	MCCLELLAN KILEY E		89 DECAROLIS DR	TEWKSBURY	MA	01876	23834/0161	89 DECAROLIS DR
96-50-U090	BARRESI DAVID W		90 DECAROLIS DR	TEWKSBURY	MA	01876	31645/0159	90 DECAROLIS DR
96-50-U091	DEMAS JOHANNA E		91 DECAROLIS DR	TEWKSBURY	MA	01876	02903/0230	91 DECAROLIS DR
96-50-U092	FERRARI KAREN		92 DECAROLIS DR	TEWKSBURY	MA	01876	26686/0252	92 DECAROLIS DR
96-50-U093	HANNEY MARK J		93 DECAROLIS DR	TEWKSBURY	MA	01876	06694/0285	93 DECAROLIS DR
96-50-U094	MACKENZIE KEVIN & ALICE		94 DECAROLIS DR	TEWKSBURY	MA	01876	10439/0189	94 DECAROLIS DR
96-50-U095	SCHILL KATHERINE		95 DECAROLIS DR	TEWKSBURY	MA	01876	37669/0133	95 DECAROLIS DR
96-50-U096	JENKINS BRAD S & PATRICIA K		96 DECAROLIS DR	TEWKSBURY	MA	01876	28221/0180	96 DECAROLIS DR
96-50-U097	BROWN KACIE & GAGNON CHRISTIAN		97 DECAROLIS DR	TEWKSBURY	MA	01876	32393/0133	97 DECAROLIS DR
96-50-U098	CAGGIANO JACQUELINE H		98 DECAROLIS DR	TEWKSBURY	MA	01876	7018/0028	98 DECAROLIS DR
96-50-U099	HARTMANN DIANA & CHESTER		99 DECAROLIS DR	TEWKSBURY	MA	01876	15616/0198	99 DECAROLIS DR
96-50-U100	CARREAU JEFFREY M & MADIGAN COLLEEN M		100 DECAROLIS DR	TEWKSBURY	MA	01876	33333/0284	100 DECAROLIS DR
96-50-U101	LYNCH DONNA & RONALD J		101 DECAROLIS DR	TEWKSBURY	MA	01876	9917/0022	101 DECAROLIS DR
96-50-U102	PLANTAMURA MARY F		102 DECAROLIS DR	TEWKSBURY	MA	01876	12291/0015	102 DECAROLIS DR
96-61	ROMANO NICKOLAS & ANN D		2 HEATH ST	TEWKSBURY	MA	01876	27809/0051	2196 MAIN ST
96-62	DEMINE DIANE & JENNA	BOSCO JOSHUA J	8 MARCH RD	TEWKSBURY	MA	01876	36821/0043	8 MARCH RD
96-64	MACNEIL MARK P & LAUREEN M		14 MARCH RD	TEWKSBURY	MA	01876	28117/0253	14 MARCH RD
96-101	CONKLIN THOMAS M & LINDA A		2 MADELINE RD	TEWKSBURY	MA	01876	9667/0202	2 MADELINE RD
96-102	TRANI JOHN M & SUSAN C TR	J AND S TRANI FAMILY REVOC TRST	3 MADELINE RD	TEWKSBURY	MA	01876	37500/0147	3 MADELINE RD
96-103	KRAM DEVELOPMENT COMPANY LLC		379 BOSTON RD	BILLERICA	MA	01821	36798/0291	2212 MAIN ST
96-60	ROMANO NICKOLAS		2 HEATH ST	TEWKSBURY	MA	01876	11373/0047	2186 MAIN ST
96-59	BOUDREAU JAMES A TR	BOUDREAU REALTY TRUST	2184 MAIN STREET	TEWKSBURY	MA	01876	03242/0023	2184 MAIN ST
96-72	TURCOTTE JOSEPH E		5 SUNSET RD	TEWKSBURY	MA	01876	5098/0348	5 SUNSET RD
96-100	CARBONE JOYCE A		0015 MARCH ROAD	TEWKSBURY	MA	01876	02476/0061	15 MARCH RD
96-133	ANDREWS JOAN H		47 WILSON RD	TEWKSBURY	MA	01876	15765/0147	47 WILSON RD
96-74	GALINIS PAUL A		7 EDGAR AV	TEWKSBURY	MA	01876	28369/0103	7 EDGAR AV



**Secretary of the Commonwealth of Massachusetts**

William Francis Galvin

**Business Entity Summary****ID Number: 001608614**[Request certificate](#)[New search](#)**Summary for: CARBONEAR LLC****The exact name of the Domestic Limited Liability Company (LLC):** CARBONEAR LLC**Entity type:** Domestic Limited Liability Company (LLC)**Identification Number:** 001608614**Old ID Number:****Date of Organization in Massachusetts:**

09-25-2022

**Last date certain:****The location or address where the records are maintained** (A PO box is not a valid location or address):

Address: 52 PINNACLE STREET

City or town, State, Zip code, TEWKSBURY, MA 01876 USA

Country:

**The name and address of the Resident Agent:**

Name: JAMES MCMAHON

Address: MCMAHON STRATEGIC DEVELOPMENT 517 BOSTON POST RD #642

City or town, State, Zip code, SUDBURY, MA 01776 USA

Country:

**The name and business address of each Manager:**

Title	Individual name	Address
MANAGER	DEAN GRAFFEO	52 PINNACLE STREET TEWKSBURY, MA 01876 USA

**In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:**

Title	Individual name	Address
SOC SIGNATORY	DEAN GRAFFEO	52 PINNACLE STREET TEWKSBURY, MA 01876 USA

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

Title	Individual name	Address
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REAL PROPERTY	DEAN GRAFFEO	52 PINNACLE STREET TEWKSBURY, MA 01876 USA
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**Consent**
 **Confidential Data**
 **Merger Allowed**
 **Manufacturing**

**View filings for this business entity:**

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment
- Certificate of Cancellation

[View filings](#)

**Comments or notes associated with this business entity:**

[New search](#)

**OPERATING AGREEMENT FOR MEMBER-MANAGED LIMITED LIABILITY COMPANY**

**I. PRELIMINARY PROVISIONS**

(1) *Effective Date:* This operating agreement of Carbonear LLC effective 10/1/2022, is adopted by the members whose signatures appear at the end of this agreement (the "Agreement").

(2) *Formation:* This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of Massachusetts on 9/25/2022. A copy of this organizational document has been placed in the LLC's records book.

(3) *Name:* The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) *Registered Office and Agent:* The registered office of this LLC and the registered agent at this address are as follows:

James McMahan

517 Boston Post Road

Sudbury, MA 01776

The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) *Business Purposes:* The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following:

Adult-Use cannabis retail

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) *Duration of LLC:* The duration of this LLC shall be indefinite. Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

**II. MEMBERSHIP PROVISIONS**

(1) *Non-liability of Members:* No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) *Reimbursement for Organizational Costs:* Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) *Management:* This LLC shall be managed exclusively by all of its members

(4) *Members' Percentage Interests:* A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) *Membership Voting:* Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) *Compensation:* Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) *Members' Meetings:* The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting. If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each non-attending member promptly after the holding of the second postponed meeting. Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) *Membership Certificates:* This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates. In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC. The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) *Other Business by Members:* Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

### III. TAX AND FINANCIAL PROVISIONS

(1) *Tax Classification of LLC:* The members of this LLC intend that this LLC be initially classified as a C-corp for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832,

Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) *Tax Year and Accounting Method:* The tax year of this LLC shall be 1/1 - 12/31. The LLC shall use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) *Tax Matters Partner:* If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231 (a) (7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) *Annual Income Tax Returns and Reports:* Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065 - Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) *Bank Accounts:* The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) *Title to Assets:* All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

#### IV. CAPITAL PROVISIONS

(1) *Capital Contributions by Members:* Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by 12/31/2022. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

<u>NAME &amp; ADDRESS</u>	<u>CONTRIBUTION</u>	<u>% INTEREST IN LLC</u>
(1) <u>Dean Graffeo</u> <u>[REDACTED]</u> <u>Tewksbury, MA 01876</u>	<u>[REDACTED]</u>	<u>100%</u>
(2) _____ _____ _____	_____	_____

(3) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) *Additional Contributions by Members:* The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) *Failure to Make Contributions:* If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) *No Interest on Capital Contributions:* No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) *Capital Account Bookkeeping:* A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) *Consent to Capital Contribution Withdrawals and Distributions:* Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) *Allocations of Profits and Losses:* No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) *Allocation and Distribution of Cash to Members:* Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by 51% of the members.

(9) *Allocation of Noncash Distributions:* If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) *Allocation and Distribution of Liquidation Proceeds:* Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

## V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

(1) *Withdrawal of Members:* A member may withdraw from this LLC by giving written notice to all other members at least 60 days before the date the withdrawal is to be effective.

(2) *Restrictions on the Transfer of Membership:* A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC. Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

## VI. DISSOLUTION PROVISIONS

(1) *Events That Trigger Dissolution of the LLC:* The following events shall trigger dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within 60 of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

## VII. GENERAL PROVISIONS

(1) *Officers:* The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) *Records:* The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address. Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) *All Necessary Acts:* The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) *Indemnification:* The LLC shall indemnify the Member and those authorized officers, agents, and employees of the LLC identified in writing by the Member as entitled to being indemnified under this section for all costs, losses, liabilities and damages paid or accrued by the Member (as the Member or officer, agent, or employee) or any such office, agent, or employee in connection with the business of the LLC, except to the extent prohibited by the laws of the state that governs this Agreement. In addition, the LLC may advance costs of defense of any proceeding to the Member or any such officer, agent, or employee upon receipt by the LLC of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that the person is not entitled to be indemnified by the LLC.

(5) *Mediation and Arbitration of Disputes Among Members:* In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request. All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

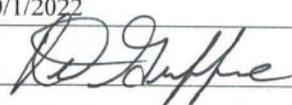
(6) *Governing Law:* This Agreement shall be governed by, and interpreted and enforced in accordance with, the substantive laws of the State in which the LLC was formed, without reference to the conflicts of law rules of that or any other jurisdiction.

(7) *Entire Agreement:* This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

(8) *Severability:* If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

**VIII. SIGNATURES OF MEMBERS**

*Execution of Agreement:* In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 10/1/2022  
Signature:   
Printed Name: Dean Graffeo, Member

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_, Member

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_, Member

## Plan to Remain Compliant with Local Zoning

### Licensee

Carbonear LLC ("CARBONEAR") [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

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

**Local Authorities:** Local municipal authorities, unless otherwise indicated.

### Intended Use

CARBONEAR will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 2186-2196 Main Street, Tewksbury, MA 01876, which includes, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

### Tewksbury Zoning

In January of 2023 the Town of Tewksbury enacted a Zoning Bylaw that established zoning restrictions for Adult-Marijuana Establishments.

Under Chapter 5.10 of the Town General Bylaws, eligible zones for adult use Retail Marijuana Establishments may be allowed by Special Permit issued by the Planning Board in the South Village Business Zoning District subject to a license by the Select Board.

Our location at 2186-2196 Main Street is located in the South Village Business Zoning District and is compliant with all required setbacks.

CARBONEAR shall file an annual written report to, and appear before, all appropriate

town boards as required each calendar year, providing a copy of all current applicable state licenses for the facility and/or its owners and demonstrate continued compliance with the conditions of the Special Permit.

### On-going Compliance:

CARBONEAR is currently fully compliant with all of the requirements outlined in the Bylaw as well as all special permit requirements.

It is the intention of CARBONEAR to remain compliant with all relevant local codes, ordinances and applicable to a Marijuana Retail Establishment.

CARBONEAR has applied for our Site Plan approval. Once issued, these local approvals do not expire. There are no other local licensing requirements.

Continued compliance will be ensured through regular monitoring of changes to local codes and zoning ordinances, as well as ongoing collaboration with elected officials, inspectors and other stakeholders. Additionally, the CARBONEAR management team will receive training about local zoning requirements and Special Permit conditions, including a directive to conduct a verification process as part of routine internal compliance checks.



## Retail Cannabis License Application

2186-2196 Main Street, Tewksbury, MA

May 8, 2023

**Community - Integrity - Values - Service**

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## Executive Summary

The cannabis market has experienced astounding growth since first legalized in states across the country. Attitudes continue to shift, with greater social acceptance and reduced stigma surrounding its use - from hockey moms to grandpas. Cannabis sales in the United States reached \$17.5 billion in 2020 (Arcview/BDS) and could climb to \$35 billion by 2024. Legal cannabis sales in Massachusetts alone exceeded \$1.4 billion in 2022 with growth expected to continue, particularly from within towns that are newly open.

Carbonear is a locally led, veteran-operated cannabis dispensary with unparalleled commitment to quality cannabis, pure hospitality, and community service. Carbonear's uncompromising work ethic and deep Tewksbury roots, coupled with its proven experience operating cannabis dispensaries in Massachusetts, uniquely sets it apart as a strong business pillar within the community that can respectfully help grow the local economy.

Carbonear seeks to open a cannabis retail store located at 2186-2196 Main Street in Tewksbury, Massachusetts and has entered into a Binding Letter of Intent/Option to Lease with the landowner. Carbonear looks forward to working cooperatively with the residents and officials in Tewksbury to protect the public interest and ensure responsible stewardship of the town values. Its vibrant staff of 20 full and part-time team members and custom details will blend seamlessly with the modern essence of the thoughtfully designed 3,200 square foot dispensary located at 2186-2196 Main Street in Tewksbury, MA.

Since the first Massachusetts recreational dispensary opened in 2018, a wide variety of cannabis products have become available for sale. The market has seen a surge in innovative cannabis-infused products catering to different consumer preferences. Carbonear will ensure Tewksbury customers have access to a wide variety of the more popular products.

An award winning management team, Carbonear's key leaders include Principal Operator, Dean Graffeo who is a lifelong resident of Tewksbury, respected youth sports coach, graduate of Tewksbury Public Schools, and successful co-owner of Smitty's Liquors. Rob DiFazio, Carbonear's Operating Partner, is the award-winning CEO of CNA Stores, a vertically integrated cannabis operator with locations that have been active in the cannabis space since 2020. In 2020, CNA's Store was awarded the Veteran Owned Business of the Year by the Haverhill Chamber of Commerce.

Together, Dean and Rob are planning **Operation Give Back**, a Tewksbury focused effort to engage local nonprofits through volunteerism and charitable giving. We aim to **donate 1% of gross sales** to local charities and nonprofits and **100 hours of paid employee time off** to volunteer for Tewksbury organizations or events such as clean up days, food drives, veterans housing, and the Senior Center.

Carbonear aims to achieve **\$8 million** in gross annual sales in the first three years of operation by adopting systems and procedures that have been established and proven successful by our operating partner, CNA Stores.

## Industry Overview

Legal cannabis sales in the United States reached \$17.5 billion in 2020 (Arcview/BDS) and experts estimate that 2021 sales passed \$25 billion (\$18 billion of adult-use sales/\$7 billion for medical sales)

and could climb to \$35 billion by 2024. The industry also employed more than 200,000 people in 2018 and was expected to surpass 500,000 in 2022.

Although the use of cannabis is illegal under the federal law, more than 75% of the U.S. states have legalized it in some form. Most legalized cannabis for medical use only, but 19 states, including Massachusetts, have legalized cannabis for adult recreational use.

## **Massachusetts Market Insight**

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts became the 18<sup>th</sup> state to legalize medical cannabis through a ballot. Since then, the market has experienced incredible growth. As of October 2022, 1,355 (909 in 2021) licenses have been awarded, including 445 retailer, 349 cultivator, 273 manufacturer, 218 courier and delivery operator, 32 micro businesses, 11 transporter and 20 testing licenses<sup>1</sup>.

Cannabis stores sold about \$1.93 million worth of cannabis products during the first month and in December 2019 total legal cannabis sales exceeded \$246 million, according to figures released by the Cannabis Control Commission.<sup>2</sup> In 2020, cannabis establishments generated about \$700 million in gross sales despite two months of closures, and in 2022, legal cannabis sales exceeded \$1.4 billion. Growth in the Massachusetts cannabis market is expected to continue, particularly from within towns that are newly open.

## **Carbonear's Unique Approach**

Carbonear is a locally led, veteran-operated cannabis dispensary with unparalleled commitment to quality cannabis, pure hospitality, and community service. Carbonear's uncompromising work ethic and deep Tewksbury roots, coupled with its proven experience operating cannabis dispensaries in Massachusetts, uniquely sets it apart as a strong business pillar within the community that can respectively help grow the local economy.

## **Customer Segments**

From hockey moms to grandpas, cannabis customers vary greatly depending on demographics, product preferences, and consumption habits. Recreational users, for example, consume cannabis to enhance social experiences, relax, or increase creativity. Wellness enthusiasts are interested in non-psychoactive CBD (cannabidiol) products, which are associated with potential health benefits such as reducing inflammation or promoting relaxation. Cannabis connoisseurs have a deep appreciation for the different strains, flavors, and aromas of cannabis. They often seek out premium products and have extensive knowledge about the different cannabis varieties. Many baby boomers are rediscovering cannabis or using it for the first time. They are often interested in cannabis for pain management, relaxation, or as an alternative to other medications. Others consumers prefer the convenience and discretion of cannabis through edibles such as gummies, chocolates, or beverages. Finally, Cannabis enthusiasts are passionate about cannabis culture, legalization, and advocacy.

Tewksbury equally reflects the wide variety of cannabis customers who most likely travel to Lowell or Dracut to purchase their cannabis today. As a trusted member of the community, Carbonears

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<sup>1</sup> <https://opendata.mass-cannabis-control.com/stories/s/eteq-dp5h>

<sup>2</sup> <https://opendata.mass-cannabis-control.com/stories/s/xwwk-y3zr>

management team and staff will provide the Tewksbury community with access to a safe, trusted, and reliable establishment from which to buy high quality products.

In addition to serving adult residents of Tewksbury, Carbonear will draw customers from surrounding communities that have banned cannabis retail stores including Andover, Burlington, Reading, Methuen, North Reading, Lawrence, Stoneham and Wilmington. Out-of-state cannabis tourists or commuters from New Hampshire also represent a potential customer base as these states have not yet legalized adult-use cannabis.

## **Competition**

Within this rapidly growing and dynamic industry, new dispensaries open every month. Most fall into one of the following categories:

Locally Owned Operators, such as Carbonear, have close connections with their customers and can provide personalized service. They tend to be more involved in community initiatives, promote community well-being, foster economic growth, and help preserve the unique character of a town.

Multi-Site Operators are larger, typically independently-owned, operations with locations in multiple towns or cities within the State. Products and dispensaries may include medical marijuana and/or recreational products.

Vertically Integrated Operators produce their own range of products, including flower, tinctures, and concentrates. Instead of focusing on a single aspect of the cannabis industry, a vertically integrated organization controls and operates various aspects of the business from cultivation to retail.

Multistate Operators (MSO) have some of the strongest market holdings across the country when it comes to legal cannabis with presence in multiple markets. Many are backed by private equity or venture capital firms, while others may be publicly traded. A multistate cannabis organization typically holds licenses and operates cultivation facilities, dispensaries, or other cannabis-related businesses in multiple states.

## **Marketing**

### **Products**

Since the first Massachusetts recreational dispensary opened in 2018, a wide variety of cannabis products have become available for sale. The market has seen a surge in innovative cannabis-infused products catering to different consumer preferences. Carbonear will ensure Tewksbury customers have access to wide variety of the more popular products including:

Flower/Buds: Cannabis flower, also known as buds or marijuana, is the most common and traditional form of cannabis consumption. It can be smoked in a joint or pipe or used to make edibles, extracts, and other products. (31%)

Pre-rolls: Pre-rolled joints are ready-to-smoke cannabis cigarettes that are convenient for consumers who prefer not to roll their own. (28%)

Edibles: Cannabis-infused edibles are food or drink products that have been infused with cannabinoids, such as THC or CBD. They come in various forms like gummies, chocolates, cookies, brownies, beverages, and more. (19%)

Vape Cartridges: Vape cartridges are pre-filled containers of cannabis oil that attach to a battery-powered vaporizer pen. They offer a discreet and convenient way to consume cannabis, and they come in various strains and flavors. (13%)

Concentrates: Cannabis concentrates are highly potent forms of cannabis that have been extracted to concentrate the plant's active compounds. Some common types of concentrates include oils, waxes, shatter, budder, and live resin. (5%)

Topicals: Cannabis-infused topicals are products such as lotions, creams, balms, or oils that are applied to the skin for localized relief. They are often used for purposes like pain management or reducing inflammation.

Tinctures: Cannabis tinctures are liquid extracts that are typically consumed sublingually (under the tongue) or added to food or beverages. They provide a discreet and controlled method of cannabis consumption.

Capsules: Cannabis capsules contain measured doses of cannabis oil or powdered cannabinoids. They offer a discreet and controlled method of consumption, similar to traditional pharmaceuticals.

According to the Massachusetts Cannabis Control Commission, flower and pre-rolled selections account for over 50% of all cannabis sales. Average transaction for all sales is \$40.

## **Promotional Channels**

Carbonear's leadership team has extensive experience working within the state's strict advertising restrictions and will use the following strategies and tactics to educate and engage customers while responsibly promoting the dispensary and products.

Word of mouth: no better marketing channel than a positive and authentic endorsement from a satisfied customer. People are more likely to trust the opinions and recommendations of their friends or family over traditional advertising methods, which is why Carbonear is deeply committed to exceptional customer service.

Digital marketing: a robust online presence through a well-designed website, active presence on social media platforms, and through the use of tools like geotagging and locally targeted ads.

Content Marketing: high-quality content - focused on providing information about the benefits, uses, and safe consumption of cannabis - will be used to educate and inform Carbonear customers through blogs, videos, podcasts, and infographics.

Loyalty Programs and Referral Incentives: Carbonear's customer loyalty program will reward repeat purchases and encourage customer retention. Additional incentives, such as discounts or free merchandise, will be given to customers who refer others to the store.

## Management

### Team

#### Dean Graffeo - Principal

A lifelong resident of Tewksbury, Dean Graffeo is a respected youth sports coach, graduate of Tewksbury Public Schools, and successful co-owner and operator of Smitty's Liquors, where you will see him most days stocking shelves, greeting, and serving his customers.

After graduating from TMHS in 1988, Dean attended UMass Amherst with a degree in Political Science. He returned to Tewksbury where he and his wife, Denise, raised their three children who each returned to live in Tewksbury. One of his daughters is a teacher and head coach of the TMHS Girls Cross Country team.

Giving Back to his community is not a slogan to Dean. For 12 years, he has coached multiple sports, including in-town and travel girls basketball teams, as well as in town and travel boys football, basketball and baseball. In fact, Dean just completed his 8th year as assistant coach of the TMHS Boys Varsity Basketball team.

Dean got his start out of college working at Fisherman's Fleet, a family-owned wholesale, retail, and mail order fish business, a role he held for twelve years. Following Fisherman's Fleet, Dean worked as a sales rep in the alcohol industry, which, similar to the cannabis industry, is highly regulated by the Alcoholic Beverages Control Commission (ABCC). As the co-owner of a liquor store, Dean is extremely intune with the process and need to verify and properly identify individuals before they enter an establishment. Dean has an unblemished record overseeing and managing alcohol, Lottery, and Tobacco sales in Tewksbury community.

#### Rob DiFazio - Operating Partner (CEO - CNA Stores)

Rob is the award-winning CEO of CNA Stores, a vertically integrated cannabis operator with locations that has been active in the cannabis space since 2020. In 2020, CNA's Stores was awarded the Veteran Owned Business of the Year by the Haverhill Chamber of Commerce.



Rob, a service-disabled veteran, started his career in the United States Navy Nuclear Power Program and has spent 24 years working in mission critical environments and developing small businesses. As a 17-year resident of Amesbury, Rob successfully built two companies - Critical Solutions Group and Critical Power Testing and Maintenance. Rob developed and implemented Data Center solutions to some of the nation's largest Data Center and technology companies including Microsoft, Facebook, Google, TD Bank Financial Group, Fannie Mae, Time Warner Cable, Tesla and many others.

For 13 years, Rob was Chief Executive Officer and founder of Critical Solutions Group, a Service-Disabled Veteran Owned Small Business. Critical Solutions Group's data center services include commissioning, design support, construction project management and load bank services. Rob's diverse experience in design, operation and management of data centers enables him to cover every phase of a data center through its life-cycle, from operations and maintenance, to remote management, energy audits, project management and facilities infrastructure training. Rob was

responsible for developing and implementing the vision and the strategy of this business until it was acquired by BGIS, a Brookfield Asset Management Company.

In November 2020, Rob opened CNA Stores first retail location at 558 River Street in Haverhill. In January 2021, he opened his second store at 77 Macy Street in Amesbury. Sales from each of his stores have benefited his two host communities by: tax dollars, jobs, local vendors, Rob is also opening a cultivation and manufacturing facility in Amesbury. Each of his stores has generated local tax revenue, a generous community impact fee payment, local jobs, etc.

### **Dean and Rob's Community Commitments**

In Tewksbury, Dean Graffeo has put his money where his values are. As the owner/operator of Smitty's Liquors, Dean is often asked and seldom refuses requests to help out local non-profits. Below is a short list of some of the charities that Dean Graffeo has contributed to:

- ★ Tewksbury VFW
- ★ Tewksbury Friends of the Public Library
- ★ Tewksbury PAC Trivia Night
- ★ Tewksbury Food Pantry
- ★ Inter Action Recovery
- ★ Tewksbury Youth Football
- ★ Tewksbury Youth Baseball
- ★ Tewksbury Youth Softball
- ★ Tewksbury Knights of Columbus
- ★ Tewksbury Patriotic Activity Committee
- ★ Tewksbury Lions Club
- ★ Redmen Football Club
- ★ TMHS Girls Hockey
- ★ TMHS Boys Basketball
- ★ TMHS Cheerleaders
- ★ TMHS Wrestling
- ★ TMHS DECA
- ★ Tewksbury Best Buddies
- ★ Tewksbury Wilmington Chamber of Commerce
- ★ Tewksbury Town Crier
- ★ American Foundation Suicide Prevention

Similarly, Rob and his team at CNA Stores take their civic responsibility seriously through partnerships with Massachusetts Fallen Heroes, Veterans Northeast Outreach Center and Community Corner.

A sampling of 's charitable giving includes:

- ★ Coordinating a food drive with Market Basket and Massachusetts Fallen Heroes
- ★ Serving food and donating gift baskets at Christmas
- ★ Proving Thanksgiving meals to over 200 families
- ★ Donating 200 backpacks to children

# Operating Plan

## Operation Give Back

Together, Dean and Rob are planning OPERATION GIVE BACK, a Tewksbury focused effort to engage local nonprofits through volunteerism and charitable giving. We aim to **donate 1% of gross sales** to local charities and nonprofits and **100 hours of paid employee time off** to volunteer for Tewksbury organizations or events such as clean up days, food drives, veterans housing, and the Senior Center.

## Location

Carbonear seeks to open a cannabis retail store located at 2186-2196 Main Street in Tewksbury, Massachusetts and has entered into a Binding Letter of Intent/Option to Lease with the landowner. Carbonear looks forward to working cooperatively with the residents and officials in Tewksbury to protect the public interest and ensure responsible stewardship of the town values.

Our vibrant staff and custom details will blend seamlessly with the modern essence of the thoughtfully designed 3,200 square foot dispensary (see images below). A key design feature of the proposed building is the use of a vernacular form in the shape of a barn. The purposeful design choice is not only aesthetically pleasing but also highly functional, providing ample interior space while maintaining a low profile that is appropriate for the semi-rural area.

The proposed retail design will maximize site opportunities to positively transform the currently vacant lots in Tewksbury. Carbonear has considered all site impacts on adjacent properties and streets on pedestrians, cyclist and vehicular traffic, public services and infrastructure, abutting properties and adjoining properties. The site plan not only meets the Site Plan application criteria, it includes additional safeguards for security, mitigates traffic impacts, and proposes a beautiful building to ensure there is a balance between the demands on the land being developed and the needs of the community.

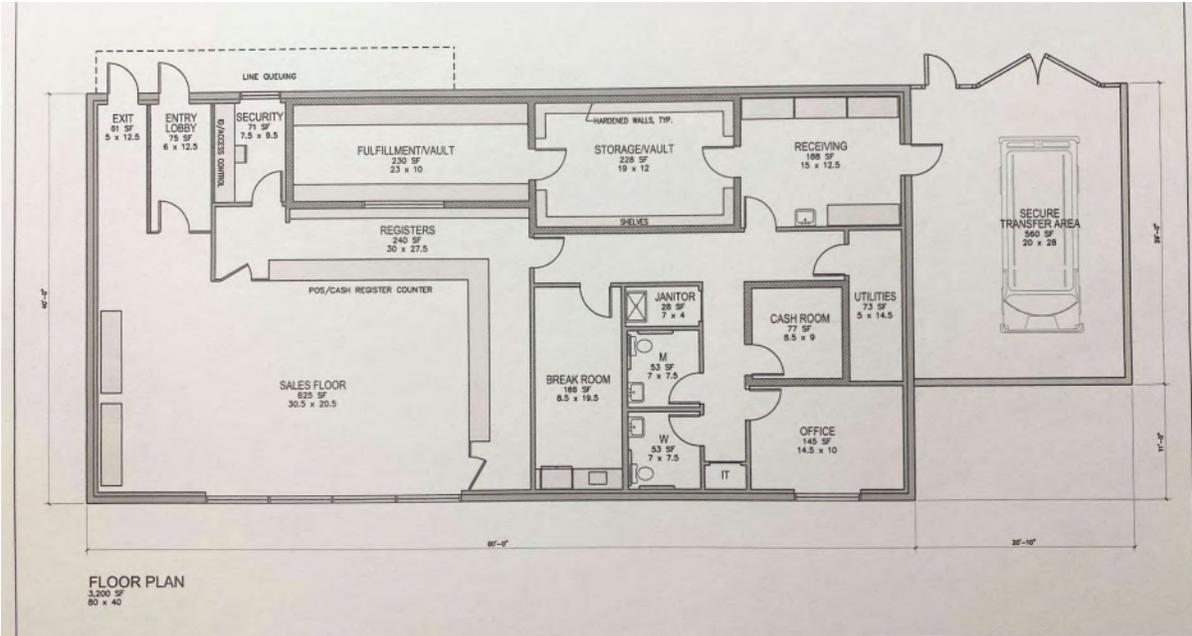
Hours of operation: 10:00 AM to 8:00 PM Monday - Saturday, and Noon to 6:00 on Sunday.



*View from street looking Northwest*



View from rear parking area



Floor plan

## **Labor**

The proposed staffing plan consists of six (6) to eight (8) employees at any given time, when fully operational. Carbonear owners, executives, and employees will be required to have a background check completed yearly. Carbonear will not hire any employee who cannot pass a background check and will hire employees with a strong moral character. Some positions include, but are not limited to the following:

Store Manager: Responsible for overall operations, staff management, and customer service.

Budtenders: Customer-facing employees who assist customers in selecting and purchasing cannabis products. They provide information, recommendations, and ensure compliance with regulations.

Security Personnel: An individual to ensure the safety of customers, staff, and inventory.

Inventory Manager: Handles inventory management, including ordering, stocking, and maintaining product levels. May also be the manager.

Receptionist: Manages the front desk, greets customers, checks IDs.

Compliance Officer: Ensures compliance with local and state regulations, monitors inventory tracking, and maintains necessary records.

Cleaning and Maintenance Staff: Responsible for keeping the store clean and organized.

## **Safety and Education**

Education: Carbonear will provide educational materials to all customers to ensure products are used safely and responsibly. Carbonear may also organize workshops, seminars, or webinars to educate our customers and industry professionals about cannabis. As a trusted source of information, we can build credibility and foster customer loyalty.

Security: Carbonear provides a comprehensive and integrated secure environment. The security design incorporates physical security elements, electronic security systems, security staffing, and security procedures. The facility design prevents unauthorized entrance into areas containing marijuana and deters theft of marijuana at the facility. These security measures have been designed to protect the premises, the employees, and the public.

Local Cooperation: The Tewksbury Police Department will have access to our video footage upon request.

## **Sales Forecast**

Carbonear's financials are confidential and will not be provided as part of this application.

## Plan to Obtain Liability Insurance

### Licensee

Carbonear LLC (“CARBONEAR”)  
[License #MRXXXXXX] 2186-2196 Main  
Street, Tewksbury, MA 01876

### Requirements

CARBONEAR will maintain an insurance policy in place that satisfies the requirement under 935 CMR 500.105(10). CARBONEAR will maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate,

annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.

The deductible for each policy is not higher than \$5,000 per occurrence. CARBONEAR will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

## Storage of Marijuana

### Licensee

Carbonear LLC ("CARBONEAR") [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

**Shelf-stable:** Able to be safely stored at room temperature in a sealed container. Shelf-stable does not include "Time/Temperature Controlled for Safety Food" as it is defined under 105 CMR 590.001(A): *Adoption of 2013 Food Code*.

**Vault:** A secured, limited access storage room within a Marijuana Establishment that is outfitted with adequate security features for the purposes of storing Marijuana or Marijuana Products or cash. A vault must be adequately sized to store inventory that is not being actively handled for purposes of dispensing, packaging, processing or transportation.

### Responsibilities

- CARBONEAR Compliance Officer is responsible for developing, implementing, and updating standard procedures for the storage of Marijuana and Marijuana Products consistent with best practices and the regulations.
- CARBONEAR Compliance Officer or designee is responsible for ensuring that all storage areas have adequate lighting, ventilation, temperature, humidity, space, and equipment.
- CARBONEAR Compliance Officer or designee is responsible for ensuring that all storage areas are maintained in a clean and orderly condition.
- CARBONEAR Compliance Officer and Retail Manager are responsible for ensuring all storage areas are kept free from infestation by insects, rodents, birds, and pests of any kind.
- CARBONEAR Compliance Officer or designee is responsible for ensuring all storage areas are maintained in accordance with the security

requirements of 935 CMR 500.110.

- CARBONEAR Compliance Officer is responsible for ensuring that all Marijuana and Marijuana Products in any storage area are properly tagged and tracked in compliance with COMPANY Inventory and Tracking Policy and Procedures and the Regulations.
- CARBONEAR Compliance Officer is responsible for keeping all safes, vaults, and any other equipment or areas used for storage of Marijuana and Marijuana Products securely locked and protected from entry, except for the actual time required to remove or replace Marijuana and Marijuana Products.

### General Requirements

- All Marijuana and Marijuana Products in the facility will be housed and stored in such a manner as to prevent diversion, theft, or loss.
  - Such items shall be accessible only to the minimum number of specifically authorized CARBONEAR Agents essential for efficient operation.
  - Such items shall be returned to a secure location immediately after completion of the process or at the end of the scheduled business day.
- All Storage areas will have adequate lighting, ventilation, temperature, humidity, space, and equipment.
- With the exception of inventory assigned to the fulfillment area during business hours, All Marijuana and Marijuana Products will be stored in our secure vaults.
- CARBONEAR has a separate quarantine area for storage of Marijuana and Marijuana Products that are outdated, damaged, deteriorated, mislabeled,

contaminated, or whose containers or packaging have been opened or breached.

- Marijuana and Marijuana Products stored in this room will be destroyed within 7 days.
- CARBONEAR storage areas are maintained in accordance with the security requirements of 935 CMR 500.110.
  - All storage areas will have complete CCTV camera coverage including cameras angled so as to allow for the capture of clear and certain identification of any person entering or exiting the area;
  - Limited access doors controlled by the Access Control Monitoring System (“ACMS”); and
  - Controls access to these areas to Agents who have authority from management to access them, and
  - Motion Detectors.
- All Managers will ensure that Marijuana and Marijuana Products are returned to a secure storage location immediately after completion of the process or at the end of the scheduled business day.
  - At the end of a working day, the Store Manager will ensure that any bins or bulk containers containing Marijuana and Marijuana Products will be securely locked inside the vaults.

### Marijuana Storage Areas

Marijuana and Marijuana Products will only be stored in the following areas:

- **Vault 1** - Environmental Conditions 65-70°F 55-63%% RH
  - All retail ready Marijuana and Marijuana Products.
- **Waste/Quarantine Container**- Environmental Conditions <70°F 55-63%% RH
  - In a sealed container located inside the vault CARBONEAR will store outdated, damaged, deteriorated, mislabeled or contaminated marijuana product or any product whose containers or packaging have been opened or breached to await destruction.

### Inspections

The Compliance Manager will draft and maintain a Cleaning and Maintenance Schedule for all Marijuana or Marijuana Product storage areas that ensures;

- A daily visual inspection of the entire storage room and/or area for cleanliness and evidence of contamination, infestation by insects, rodents, birds, and pests of any kind.
- A weekly physical inspection of the entire room, including under and behind all tables, racks, or other equipment for cleanliness and evidence of contamination, infestation by insects, rodents, birds, and pests of any kind.

## Restricting Access to Age 21 and Older

### Licensee

Carbonear LLC (“CARBONEAR”) [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions:

**Consumer:** A person who is 21 years of age or older.

**Law Enforcement Authorities:** Local law enforcement including, but not limited to, the local police and fire departments within the municipality where the Licensee is sited, unless otherwise indicated.

**Marijuana Establishment Agent:** Any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

**Proof of Identification:** Any government issued photograph that contains the name, date of birth, physical description and signature of the individual and is currently valid (in other words, not expired). CARBONEAR will only accept the following forms of proof of identification that include all of the above criteria;

- Massachusetts driver’s license
- Massachusetts Issued ID card
- Out-of-state driver’s license or ID card
- Government issued Passport
- U.S. Military I.D.

**Visitor:** An individual, other than a Marijuana Establishment Agent or Laboratory Agent authorized by the Marijuana Establishment or Independent Testing Laboratory to be on the Premises of an Establishment for a purpose related to its operations and

consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000, provided, however, that no such individual shall be younger than 21 years old.

### **Access to the Facility**

CARBONEAR, LLC management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of CARBONEAR are 21 years of age or older. For the purposes of this Policy, the term “facility” also refers to any vehicle owned, leased, rented or otherwise used by CARBONEAR for the transportation of Marijuana. CARBONEAR retail facilities allows only the following individuals access:

- CARBONEAR Agents (including board members, directors, employees, executives, managers, or volunteers) while at the facility or transporting marijuana for the facility all CARBONEAR Agents must carry their valid Agent Registration Card issued by the Commission.
- Customers/Consumers
  - To verify the age of the customer the Agent will use an Age Verification Smart ID Scanner that will be supplied by HG.
  - If for any reason the identity of the customer or the validity of the ID is in question, do not allow the customer to enter the facility.
- Visitors (including outside vendors and contractors)
  - Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government

issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.

- ❖ If there is any question as to the visitor's age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
- After the age of the visitor is verified they will be given a Visitor Identification Badge.
- Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
- Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
  - ❖ The visitor log will be available for inspection by the Commission at all times.
- Access to the Commission, Emergency Responders and Law Enforcement.
  - The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
    - ❖ Representatives of the Commission in the course of responsibilities

authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;

- ❖ Representatives of other state agencies of the Commonwealth; and
- ❖ Emergency responders in the course of responding to an emergency.
- ❖ Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
- Individuals described above in this policy will be granted immediate access to the facility.

### Training

CARBONEAR will train all Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification Smart ID Scanners and hardcover books to assist Agents in age verification.

All CARBONEAR Agents will enroll and complete the Responsible Vendor Training Program when it is available. This curriculum will include:

- Diversion prevention and prevention of sales to minors;

- Acceptable forms of identification, including:
  - ❖ How to check identification;
  - ❖ Spotting false identification;
  - ❖ Medical registration cards issued by the DPH;
  - ❖ Provisions for confiscating fraudulent identifications; and
  - ❖ Common mistakes made in verification.

## Prevention of Diversion

### Licensee

Carbonear LLC ("CARBONEAR") [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

**Law Enforcement Authorities:** Local law enforcement including, but not limited to, the local police and fire departments within the municipality where the Licensee is sited, unless otherwise indicated.

**Limited Access Area:** An indoor or outdoor area on the Premises of a Marijuana Establishment where Marijuana or Marijuana Products, or their byproducts are cultivated, stored, weighed, packaged, Processed, or disposed, under the control of a Marijuana Establishment, with access limited to only those Marijuana Establishment or Laboratory Agents designated by the Establishment after receipt of a Final License.

**Marijuana Establishment Entrance:** The entrance or entrances that provides ingress and egress to Consumers, Registered Qualifying Patients and Caregivers to the Marijuana Establishment.

**Marijuana Retailer:** An entity licensed 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. Unless licensed, retailers are prohibited from offering Marijuana or Marijuana Products for the purposes of on-site social consumption on the Premises of a Marijuana Establishment.

**MTC Agent:** Any Owner, employee, Executive, or volunteer of an MTC, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to an MTC related to the cultivation, harvesting, preparation,

packaging, storage, testing, or dispensing of Marijuana or Marijuana Products for medical purposes.

**Premises:** Any indoor or outdoor location over which a Marijuana Establishment or Independent Testing Laboratory or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.

**Vault:** A secured, limited access storage room within a Marijuana Establishment that is outfitted with adequate security features for the purposes of storing Marijuana or Marijuana Products or cash. A vault must be adequately sized to store inventory that is not being actively handled for purposes of dispensing, packaging, processing or transportation.

### General Requirements

CARBONEAR security and management will be proactive in preventing theft/diversion/loss by utilizing industry wide best practices in theft prevention and detection. Loss Prevention techniques such as video surveillance, intrusion, and restricted area alarms will be constantly utilized to identify weaknesses in overall security, deter loss or theft and to identify and prosecute any person or person engaged in the diversion of company assets.

All finished marijuana or marijuana products will be stored in the vault. Access to the vault is limited to small group of Agents.

The CEO and Director of Security are responsible for the investigation of any instance of diversion, theft or loss. They are also responsible for the training of all Agents on how prevent and identify these instances.

### Security

CARBONEAR incorporates physical security elements, electronic security systems,

manned security, and policies and procedures to provide a comprehensive integrated secure environment that will deter and prevent unauthorized entrance into areas containing marijuana and theft of marijuana. Physical Security Elements include:

Facility design:

The design of the facility is a physical barrier to diversion, theft and loss. Hardened walls in the vaults and other storage areas deter and prevent access by unauthorized person. The secure mantrap entrance allows CARBONEAR to identify and verify persons before they enter the facility. The mantrap also prevents “piggybacking” at the entrance, where a second or subsequent person passes through a door when it is opened for only one person. There are no windows located in any area where marijuana or marijuana products, or their byproducts are manufactured, stored, weighed, packaged, processed, or disposed.

- Electronic security systems include:
  - Closed Circuit Television System (CCTV) – The CCTV system will ensure:
    - ❖ There are video cameras in all areas that may contain marijuana, at all points of entry and exit, and in all parking lots, which is appropriate for the normal lighting conditions of the area under surveillance;
    - ❖ The cameras are directed at all safes, vaults, and areas where marijuana is cultivated, harvested,

processed, prepared, stored, handled, or dispensed;

- ❖ The cameras are angled so as to allow for the capture of clear and certain identification of any person entering or exiting the facility or area; and
- ❖ All cameras will record twenty-four hours a day;
- The CCTV system is supplemented by the Video Management System (“VMS”):
  - ❖ The VMS ensures that the camera images will be available for immediate viewing by CNB upon request and that it is retained for at least 90 calendar days;
  - ❖ Recordings will not be destroyed or altered, and will be retained as long as necessary. If CARBONEAR is aware of a pending criminal, civil, or administrative investigation, or legal proceeding for which the recording may contain relevant information, CARBONEAR will store the recordings as appropriate;
  - ❖ The VMS has the

- ability to immediately produce a clear, color, still photo (live or recorded) with a date and time stamp embedded on all recordings. The date and time is synchronized and set correctly and will not significantly obscure the picture;
- ❖ The CCTV system and the VMS have ability to remain operational during a power outage; and
  - ❖ The VMS has the ability to produce a video recording that allows for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video has the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video also has the ability to be saved in an industry standard file format that can be played on a standard computer operating system. All recordings will be erased or destroyed prior to disposal.
- Access Control & Monitoring System (ACMS) - A network-based, distributed database electronic access control and monitoring system (ACMS) will be installed at the facility to serve as the engine of the integrated electronic security systems. Safety and security purposes for the ACMS include but are not limited to:
    - ❖ Supporting crime prevention and control objectives;
    - ❖ Ensuring a secure locked facility for the manufacturing, processing and storage of marijuana & marijuana products;
    - ❖ Preventing the theft or diversion of marijuana & marijuana products;
    - ❖ Preventing unauthorized access;
    - ❖ Granting access based only on an authorized credential being presented;
    - ❖ Monitoring and documenting all requests for access;
    - ❖ Monitoring and alerts of alarm conditions based on alarm inputs including magnetic contacts;
    - ❖ Reducing the use of mechanical locks

- and keys that can be easily duplicated;
  - ❖ Integrating the various security systems including CCTV, SAS, etc. to allow for higher level functionality of all electronic security systems; and
  - ❖ Aiding in the investigation of criminal and disciplinary activity.
- Security Alarm System (SAS)
  - The SAS has been designed to ensure compliance with all the requirements outlined in 935 CMR 500.110 including, but not limited to:
    - ❖ A perimeter alarm on all entry and exit points and perimeter windows;
    - ❖ A failure notification system that provides an audible, text, or visual notification of any failure in the surveillance system. The failure notification system will provide an alert to designated employees within five minutes after the failure, either by telephone, email, or text message;
    - ❖ A duress alarm, panic alarm, or holdup alarm connected to local public safety or law enforcement authorities; and
    - ❖ Motion Detectors will be located in every room with an exterior door, every room with an exterior wall, the vault and interior corridors.
- The SAS has a Redundant (Backup) Perimeter Security Alarm System that is not the same company supplying the primary system. This back-up alarm monitoring company has all the capabilities of the primary system.
- Manned security – CARBONEAR will provide dedicated Security Agents for our facility. We hope to hire recently retired local law enforcement officers to fill these positions. All CARBONEAR managers will also be also trained as security personnel. There will always be a Security Agent or Manger on site at all times that the facility is open and manage the security room, visitor log, and monitor the CCTV and ACMS systems. They will also conduct video surveillance of the interior and exterior of the facility and make physical rounds of the entire property.
- Policies and Procedures - Along with the present Policy and Procedure, CARBONEAR policies and procedures will require compliance with all safety, security, anti-diversion and administrative requirements that can help eliminate or reduce the chance of diversion, theft, and loss from occurring. These include policies and procedures that require:

- No personal bags or other containers are allowed in any area containing marijuana.
  - ❖ Lockers or a storage area will be provided to all employees for the storage of personal clothing, bags and other accessories.
- Uniforms/Clothing is not overly loose fitting and have a limited number of pockets.
- Frequent audits of all marijuana products in the facility, including surprise audits of certain rooms or areas.
- Suspicious activity identified during routine monitoring and/or proactive surveillance
- Self-disclosure of theft/diversion/loss by an individual
- Discrepancies in inventories
- Notification of suspected theft/diversion/loss from an external source, such as local law enforcement or a family member of a suspected drug diverter
- Unusual customer transactions
- Any employee who reports suspected theft/diversion or loss honestly and in good faith will be protected from retaliation.

Additionally, CARBONEAR will offer employees a 30% discount on all marijuana products to incentivize employees not to divert marijuana.

#### Preventing Theft/Diversion/Loss

- The prevention of theft/diversion/loss is essential to the success of the Company. Prevention of theft/diversion/loss is the responsibility of every employee.
- Employees are required to report known or suspected incidents of theft/diversion/loss by employees and visitors.
- All suspected incidents of theft/diversion/loss will be thoroughly investigated.
- Suspicion of theft/diversion/loss may arise from a variety of circumstances, including, but not limited to, the following:
  - A witnessed incident of probable theft/diversion/loss
  - Behaviors that may indicate an impaired individual
- The CEO and Director of Security will manage the investigation of all reports of suspected theft/diversion/loss.
- The CARBONEAR executive management team will receive prompt notification of incidents of probable theft/diversion/loss.
- Diversion or theft by a CARBONEAR employee will result in immediate termination and will be reported to all appropriate government, licensing, regulatory, and law enforcement agencies.
- Data relating to theft/diversion/loss reports and investigations will be analyzed to identify trends and opportunities for potential improvement in security operations.

#### Identifying Retail Diversion of Marijuana

The diversion of Marijuana from customers to anyone else will be identified and Investigated. CARBONEAR acknowledges that as a Retail Marijuana Establishment, marijuana and marijuana products are to be

dispensed to that customer and not diverted to others. While customers may legally gift certain amounts of marijuana or marijuana products, they cannot sell marijuana or marijuana products to others and not to anyone under the age of 21.

- All Agents working in the facility will be trained on identifying diversion;
  - This training will be tailored to identifying trends in purchases that would indicate that the customer is diverting the purchased marijuana to unauthorized sources.
- All Sales Agents and Managers should be cognizant of the following when completing transactions with customers;
  - Unusual or large transactions including multiple transactions in a short period of time, transactions for large amounts, transactions that differ from the customers normal ordering protocol.
  - Statements from customers indicating that the product may be diverted to others.
- Agents and Managers will be cognizant of the activity outside of the facility, such as the parking lot including;
  - The exchange of money between individuals outside of the facility.
  - Customers interacting with others outside of the facility that they did not travel with.
  - Vehicles or persons outside of the facility that do not enter the facility.
- If a CARBONEAR Agent witnesses signs of possible diversion of any marijuana products, they will immediately notify a member of the

management team.

- Managers will evaluate the situation and make a determination as to the next steps;
  - ❖ Have the Agent file an incident report to the Compliance Officer or Security Manager.
  - ❖ Investigate the incident further and file an incident report to the Compliance Officer or Security Manager.
  - ❖ If there is clear evidence of customer diversion contact local law enforcement and/or the Commission and file an incident report with the local law enforcement.
- The Security Manager will investigate any report of customer diversion.
- If there is evidence of customer diversion the Compliance Officer or designee will contact local law enforcement and the Commission.
- At the conclusion of any investigation into customer diversion, CARBONEAR may take the following actions;
  - Take no action.

- Refer the case to local law enforcement and the Commission.
- If it is our belief that the public would be placed at risk by continuing to dispense marijuana to the Customer, CARBONEAR may refuse to dispense marijuana to the Customer.

#### Responding to Theft/Diversions/Loss

- When diversion, theft or loss is identified, the area of that loss or theft will be immediately secured so that a full accounting of the loss or theft may be determined.
  - The Director of Security or CEO will determine the scope of the area or products that will be secured.
- A member of the management team must begin to gather the facts by establishing the 4 W's of an investigation:
  - What happened/What is missing?
  - When did it happen/What time frame?
  - Where did it happen?
  - Who may be involved/Who may have witnessed it/Who may have important information?
- The Director of Security will be contacted immediately.
- A manager will fill out a detailed incident report that includes:
  - The type of incident
  - Estimated loss
  - Time of loss and
  - Other pertinent information
- All person's present will be identified, and a log created with names and in the case of contractors or vender's names; company and contact

information.

- The Director of Security or designee will immediately notify appropriate law enforcement authorities and the Commission within 24 hours after discovering the following:
  - Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving CARBONEAR or a CARBONEAR Agent;
  - Any suspicious act involving the cultivation, distribution, processing, or production of marijuana by any person.
- The Director of Security or designee will investigate the incident and file a report with the CEO.
- After the incident report is filed an "After Action Report" will be drafted by the CEO that may contain an assessment to determine whether additional safeguards are necessary. These safeguards may be for added policies, procedures, plans, or physical infrastructure to mitigate the chance of the same type of incident from occurring again.

## Quality Control and Testing of Marijuana and Marijuana Products

### Licensee

Carbonear LLC (“CARBONEAR”) [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

**Cannabinoid Profile:** The amounts, expressed as the dry-weight percentages, of delta-nine-tetrahydrocannabinol, cannabidiol, tetrahydrocannabinolic acid and cannabidiolic acid in a Marijuana Product. Amounts of other Cannabinoids may be required by the Commission.

**Department of Agricultural Resources (MDAR):** The Massachusetts Department of Agricultural Resources, unless otherwise specified. MDAR has jurisdiction over Hemp and Pesticides.

**Finished Marijuana Product:** A Marijuana Product that is completely manufactured and ready for retail sale and shall include Finished Marijuana that has been separated into individual packages or containers for sale.

**Food and Drug Administration (FDA):** The United States Food and Drug Administration.

**Independent Testing Laboratory:** A laboratory that is licensed or registered by the Commission and is:

(a) Currently and validly licensed under 935 CMR 500.101, or formerly and validly registered by the Commission;

(b) Accredited to ISO 17025: 2017 or the International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;

(c) Independent financially from any MTC Marijuana Establishment or Licensee; and

(d) Qualified to test Marijuana and Marijuana Products, including MIPs, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000; and 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

**Laboratory Agent:** An employee of an Independent Testing Laboratory registered in accordance with 935 CMR 500.029, who transports, possesses or tests Cannabis or Marijuana in compliance with 935 CMR 500.000.

**Quarantine Order:** An order to quarantine or otherwise restrict the sales or use of Marijuana, Marijuana Products, or MIPs by a Licensee or Registrant to protect the public health, safety, or welfare.

**Removal of Product:** An order issued against a Marijuana Establishment to remove and prohibit sales of categories of products, product types, specific product types or specific brands of products after notice and on a determination that the Marijuana or Marijuana Product poses a substantial risk to the public health, safety or welfare including, but not limited to, when the product is especially appealing to persons younger than 21 years old.

**Second Confirmatory Test:** A second full panel of tests performed for reanalysis of a sample of Marijuana or Marijuana Products that failed an initial test for contaminants.

**Vendor Sample:** A sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator or a Marijuana Product Manufacturer licensed under the provisions of 935 CMR 500.000 that is provided to a Marijuana Product Manufacturer, a Marijuana Retailer or a Delivery Operator to promote product awareness.

### General Requirements

- Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.
- In the case of acquiring wholesale products, CARBONEAR will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment CARBONEAR will view and confirm that the source products have been tested in accordance with the regulations and will store the testing records. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
- Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources (MDAR).
- CARBONEAR will not prepare, sell or otherwise transfer an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:
  - *For a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and*
  - *In a single package of multiple*

*edible marijuana product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.*

- *The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.*
- CARBONEAR will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid waste disposal, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

#### Sanitation

- Our Retail Marijuana facility will be designed and constructed with sanitation in mind. All product contact surfaces will be smooth, durable, non-porous and easily cleanable.
  - The walls, ceiling and floors of all storage and packaging areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
    - ❖ There will be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
    - ❖ The Retail Manager will prepare a cleaning and sanitation checklist for the staff to that cleaning and sanitation is performed in

- a consistent and satisfactory manner.
- The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the sale of safe marijuana products.
- Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over retail or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
  - ❖ Suspended lighting is constructed from non-corrodible and cleanable assemblies.
  - ❖ All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
  - ❖ Adequate safety lighting in all areas.
- Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.
- Product Preparation Surfaces (stainless steel tables, scale surfaces and utensils) will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
  - ❖ Pre-scrape surface to remove any soils.
  - ❖ Wash surface with recommended strength solution of pot & pan detergent.
  - ❖ Rinse with water and wipe dry.
  - ❖ Using trigger sprayer bottle and a different wiping cloth, applying hydrogen peroxide.
  - ❖ Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds.
  - ❖ Allow to air dry.
- Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
  - ❖ Located in the packaging area and where good sanitary practices require employees to wash and sanitize their hands.
  - ❖ Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
- The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
- All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

- Training:
  - All employees will be trained

on pest prevention, pest management, pest detection, and pest treatments.

- Handling and storage of marijuana product or marijuana plant waste:
  - All marijuana plant waste will be placed in the sealed “Marijuana Waste” container.
    - ❖ This container must be impervious and covered.
  - All marijuana waste will be stored in the waste room in sealed containers until disposal.
- Handling and storage of non-marijuana waste:
  - All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles:
    - ❖ Recyclable
    - ❖ Organic
    - ❖ Solid waste
  - At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate secure containers to await pickup.
- All toxic materials including cleaning compounds, sanitizers, etc. will be stored in an area away from marijuana storage areas.

### Personnel

- Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination shall be excluded from any operations which may be expected to result in contamination of

the facility or others until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.

- Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Local Board of Health.
- CARBONEAR will voluntarily comply with any and all isolation and/or quarantine orders issued by the Local Board of Health or the Department of Public Health.
- CARBONEAR Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
- All CARBONEAR Agents shall conform to sanitary practices while on duty, including:
  - Maintain adequate personal cleanliness:

### Grooming:

- Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
  - Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.

- Wash hands (including under fingernails vigorously and thoroughly with soap and warm water for a period of at least 20 seconds:
  - When entering the facility before work begins
  - In the restroom after toilet use and when you return to your workstation
  - After touching face, nose, hair, or any other body part, and after sneezing or coughing
  - After cleaning duties
  - After eating or drinking
  - Any other time an unsanitary task has been performed – i.e., taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped item, etc.
  - Wash hands only in hand sinks designated for that purpose.
  - Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

chewing tobacco shall occur on the premises.

- Eat and drink in designated areas only.
- Refrain from chewing gum or eating candy during work.

Proper Attire:

- Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or tennis shoes) that are comfortable for standing and working on floors that can be slippery.

Cuts, Abrasions, and Burns:

- Bandage any cut, abrasion, or burn that has broken the skin.
- Cover bandages on hands with gloves and finger cots and change as appropriate.
- Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- The CARBONEAR facility is a smoke free facility. No smoking or

## Personnel Policies including Background Checks

### Licensee

Carbonear LLC ("CARBONEAR") [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

**Agent Registration Card:** An identification card currently and validly issued by the Commission to a Marijuana Establishment, MTC or Laboratory Agent. The Agent Registration Card allows access into Commission supported databases. The card facilitates verification of an individual Registrant's status including, but not limited to, identification by the Commission and Law Enforcement Authorities of those individuals exempt from Massachusetts criminal and civil penalties under M.G.L. c. 94G and 94I, and 935 CMR 500.000 and 501.000.

**Confidential Application Materials:** Any electronic or written document, communication or other record pertaining to an application for licensure or registration that is required to be confidential or protected from disclosure by law which includes, but is not limited to, personally identifiable information concerning an applicant, Registrant, or Licensee; background check information or Criminal Offender Record Information (CORI) as defined by 803 CMR 2.02: *Definitions*, or *Criminal History Record Information (CHRI)* as defined by 803 CMR 7.02: *Definitions*; and information that implicates security concerns.

**Confidential Information:** Information that is legally required to be kept confidential, or that is protected from disclosure by a legally recognized privilege. This includes, but is not limited to, M.G.L. c. 4, § 7, cl. 26 and M.G.L. c. 94I, §§ 2(e) and 3.

**Criminal Offender Record Information (CORI):** Shall have the same meaning as defined by 803 CMR 2.02: *Definitions*.

**Department of Criminal Justice Information Services (DCJIS):** The Massachusetts Department of Criminal Justice Information Services, unless otherwise specified. DCJIS shall have the same meaning as defined in 803 CMR 2.02: *Definitions*.

**Department of Unemployment Assistance (DUA):** The Massachusetts Department of Unemployment Assistance, unless otherwise specified.

### Personnel Records

CARBONEAR will maintain the following information in personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each CARBONEAR agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with CARBONEAR and shall include, at a minimum, the following:
  - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - Documentation of verification of references;
  - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and

the topics discussed, including the name and title of presenters;

- Documentation of periodic performance evaluations;
  - A record of any disciplinary action/performance issues; and
  - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.

These personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to CARBONEAR management agents who require access, as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only CARBONEAR Management agents who require access. These records will be made available for inspection by the Commission upon request.

#### Agents

All CARBONEAR board members, directors, employees, executives, managers and volunteers will register with the Commission as a CARBONEAR Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Retail Establishment related to the packaging, storage, testing, or dispensing of marijuana.

All CARBONEAR Agents shall:

- Be 21 years of age or older;

- Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

CARBONEAR will submit to the Commission an application for every CARBONEAR Agent, this application will include;

- The full name, date of birth, and address of the individual;
- All aliases used previously or currently in use by the individual, including maiden name, if any;
- A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- An attestation that the individual will not engage in the diversion of marijuana products;
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- Background information, including, as applicable:
  - A description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo

contendere, or admission of sufficient facts;

- A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices;
- A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
- a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by an Other Jurisdiction, with regard to any professional license or registration held by the applicant; and
- A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- Any other information required by the Commission.

CARBONEAR agents will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom CARBONEAR seeks a marijuana

establishment agent registration which was obtained within 30 days prior to submission.

CARBONEAR will notify the Commission no more than one business day after an CARBONEAR agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, CARBONEAR will renew each CARBONEAR Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for an CARBONEAR Agent registration card, CARBONEAR will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

#### Background Checks

CARBONEAR will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

- **Application Process-** During the application process CARBONEAR will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
  - The list of individuals and entities in 935 CMR 500.101(1)(a)1. (all executives, managers, persons or entities having

direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);

- Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
  - ❖ The individual's full legal name and any aliases;
  - ❖ The individual's address;
  - ❖ The individual's date of birth;
  - ❖ A photocopy of the individual's driver's license or other government-issued identification card;
  - ❖ A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
  - ❖ Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form

and manner as determined by the Commission;

- Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
  - ❖ A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - ❖ A description and the relevant dates of any civil action under the laws of

the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;

- ❖ A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
- ❖ A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any

complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;

- ❖ A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
- ❖ A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and

- ❖ Any other information required by the Commission.

CARBONEAR will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

- **Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process CARBONEAR will submit Marijuana Establishment Agent applications for all required individuals. CARBONEAR will perform its own due diligence and perform background checks, including a CORI report, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

Equal Opportunity Employment Policy

It is the policy of CARBONEAR to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions,

compensation, promotion, benefits, scheduling, training, discipline and termination.

CARBONEAR expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, CARBONEAR will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on CARBONEAR operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate CARBONEAR in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), CARBONEAR provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. CARBONEAR may require medical certification of both the disability and the need for accommodation. Keep in mind that CARBONEAR can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. CARBONEAR will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

CARBONEAR will promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of

CARBONEAR employees to perform their expected job duties will not be tolerated.

It is illegal and against CARBONEAR policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. CARBONEAR will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

CARBONEAR will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

CARBONEAR will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

*The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.*

*The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.*

#### Americans with Disability Act

CARBONEAR strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. CARBONEAR judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. CARBONEAR will provide reasonable accommodations to any persons with disabilities who require them, who advise CARBONEAR of their particular needs. Information concerning individuals' disabilities and their need for

accommodation will of course be handled with the utmost discretion.

#### Drug/Alcohol Free Workplace

CARBONEAR is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on CARBONEAR premises or while using CARBONEAR vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized CARBONEAR social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

#### Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

#### Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, CARBONEAR will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

#### Employee Diversion of Marijuana

If an CARBONEAR Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The Director of HR will immediately be notified. The Director of HR will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

#### Employee Handbook

CARBONEAR will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with HG. These subjects will include, but not me limited to;

- CARBONEAR Mission and Vision
- Organizational Structure
- General Employment Policies
- Employee Categories
- Conflicts of Interest
- Access to Personnel Files
- Performance Evaluations
- Hours of Work
- Compensation
- Benefits
- Code of Conduct
- Discipline
- Training

## Record Keeping Procedures

### Licensee

Carbonear LLC ("CARBONEAR") [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

**Department of Revenue (DOR):** The Massachusetts Department of Revenue, unless otherwise specified.

**Seed-to-sale System of Record (Seed-to-sale SOR):** The electronic tracking system designated and required by the Commission to perform a process.

**Seed-to-sale Electronic Tracking System:** A system designated by the Commission as the system of record (Seed-to-sale SOR) or a secondary electronic tracking system used by a Marijuana Establishment or an MTC or an Independent Testing Laboratory. This system shall capture everything that happens to an individual Marijuana plant, from seed and cultivation, through growth, harvest and Manufacture of Marijuana Products and MIPs, including transportation, if any, to final sale of finished products. Seed-to-sale Electronic Tracking System shall utilize a unique-plant identification and unique-batch identification. It will also be able to track agents' and Registrants' involvement with the Marijuana Product. Any secondary system used by the Marijuana Establishment or an MTC or an Independent Testing Laboratory shall integrate with the SOR in a form and manner determined by the Commission.

**Responsible Vendor Training (RVT) Program:** A mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

CARBONEAR'S electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

### Access to the Massachusetts Department of Revenue ("DOR")

CARBONEAR'S books, records, papers, and other data will be made available upon request by the DOR Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, CARBONEAR will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

### Access to the Commission

### Point of Sale (POS) Systems

CARBONEAR will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue (“DOR”) Directive 16-1 “*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems*”

Our POS system will record all transactions in a manner that will allow the DOR to verify what items were sold and confirm if the appropriate amount of tax was collected. In addition to the data in the POS system, CARBONEAR will maintain the following records:

- A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
- A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
- A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
- Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information;
- A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.

Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of

tax due and collected. Information on each sales transaction will include, but is not limited to the:

- Individual item(s) sold,
- Selling price,
- Tax due,
- Invoice number,
- Date of sale,
- Method of payment, and
- POS terminal number and POS transaction number.

CARBONEAR will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:

- Internal sequential transaction numbers;
- Records of all POS terminal activity; and
- Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
- The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
- Any and all activity related to other operating modes available in the system, such as a training mode; and
- Any and all changes in the setup of the system.

#### Types of Records

The following records will be maintained and stored by CARBONEAR and available to the Commission upon request:

- Operating procedures as required by 935 CMR 500.105(1)

- Security measures in compliance with 935 CMR 500.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- A policy for the immediate dismissal of any marijuana establishment agent who has:
  - ❖ Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - ❖ Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - ❖ Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- Policies and procedures for the handling of cash on

Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that shall include:
  - ❖ Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - ❖ Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - ❖ Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - ❖ Engagement with energy efficiency programs offered pursuant to M.G.L. c.

25, § 21, or through municipal lighting plants.

- Operating procedures as required by 935 CMR 500.105, including but not limited to:
  - Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
  - Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
  - Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
  - Policies and procedures for transportation. The policies and procedures, at a minimum, must be in

- compliance with 935 CMR 500.105(13);
- Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
- Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.
- Inventory records as required by 935 CMR 500.105(8);
- Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
  - ❖ Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - ❖ A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic

- performance evaluations;
  - A record of any disciplinary action taken; and
  - Notice of completed responsible vendor and eight-hour related duty training.
- ❖ A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030
- Business records, which shall include manual or computerized records of:
  - ❖ Assets and liabilities;
  - ❖ Monetary transactions;
  - ❖ Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - ❖ Sales records including the quantity, form, and cost of marijuana products; and
- ❖ Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- ❖ Waste disposal records as required under 935 CMR 500.105(12); and
- ❖ Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
  - Responsible vendor training program compliance records.
  - Vehicle registration, inspection and insurance records. (If Applicable)

All records kept and maintained by CARBONEAR will be securely stored. Access to these records will only be granted to those CARBONEAR Agents who require access as a part of their job duties.

## Maintenance of Financial Records

### Licensee

Carbonear LLC ("CARBONEAR") [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

**Department of Revenue (DOR):** The Massachusetts Department of Revenue, unless otherwise specified.

**Seed-to-sale System of Record (Seed-to-sale SOR):** The electronic tracking system designated and required by the Commission to perform a process.

**Seed-to-sale Electronic Tracking System:** A system designated by the Commission as the system of record (Seed-to-sale SOR) or a secondary electronic tracking system used by a Marijuana Establishment or an MTC or an Independent Testing Laboratory. This system shall capture everything that happens to an individual Marijuana plant, from seed and cultivation, through growth, harvest and Manufacture of Marijuana Products and MIPs, including transportation, if any, to final sale of finished products. Seed-to-sale Electronic Tracking System shall utilize a unique-plant identification and unique-batch identification. It will also be able to track agents' and Registrants' involvement with the Marijuana Product. Any secondary system used by the Marijuana Establishment or an MTC or an Independent Testing Laboratory shall integrate with the SOR in a form and manner determined by the Commission.

### Requirements

CARBONEAR, LLC financial records will be kept and maintained according to generally accepted accounting principles. The CFO is responsible for all accounting responsibilities and will engage the services of external professional accounting firm to ensure proper financial compliance.

All of CARBONEAR financial/business records will be available for inspection to the Cannabis Control Commission upon request.

CARBONEAR will maintain all business records in Manual and electronic form. These records include, but are not limited to;

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

In relation to the maintenance of financial records CARBONEAR will incorporate the following into our business operations;

- CARBONEAR will engage the services of a professional payroll and human resources company to assist in human resources management and payroll services for our employees.
- CARBONEAR will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
- CARBONEAR will utilize financial/accounting software programs and an e-bill payment provider for all financial record keeping.
- All transactions will be done through traditional banking transactions

including checks, wire transfers and credit cards.

- On an annual basis an independent certified public accountant who is experienced in the legal marijuana industry, will conduct a financial audit.
- CARBONEAR will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
- At the end of each business day a reconciliation audit will be done on each POS station by the Retail Manager or designee.
- A comprehensive financial audit will be done at the end of every month by the CFO and report their findings to the CEO and outside accounting firm.

#### Access to the Commission

CARBONEAR electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

#### Access to the Massachusetts Department of Revenue ("DOR")

CARBONEAR books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission or the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts and IRS tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, CARBONEAR will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

#### Point of Sale (POS) Systems

CARBONEAR will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 "*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems*".

- Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, CARBONEAR will maintain the following records:
  - A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
  - A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
  - A sales slip, invoice, cash register tape, or other document evidencing the

- original transaction, which substantiates each entry in the journal or cash journal;
  - Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
  - A ledger to which totals from the journal, cash journal and other records have been posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
- Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
  - individual item(s) sold,
  - selling price,
  - tax due,
  - invoice number,
  - date of sale,
  - method of payment, and
  - POS terminal number and POS transaction number.
- CARBONEAR will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
  - Internal sequential transaction numbers;
  - Records of all POS terminal activity; and
  - Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
  - The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
    - Any and all activity related to other operating modes available in the system, such as a training mode; and
    - Any and all changes in the setup of the system.
- CARBONEAR will comply with the provisions of 935 CMR 500.140(5): Recording Sales.
  - CARBONEAR will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
  - CARBONEAR may utilize a sales recording module approved by the DOR.
  - CARBONEAR will not utilize software or other methods to manipulate or alter sales data.
  - CARBONEAR will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. CARBONEAR will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If CARBONEAR determines that software has been installed for the purpose of manipulation or alteration of sales data or other

methods have been utilized to manipulate or alter sales data:

- ❖ We will immediately disclose the information to the Commission;
  - ❖ We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
  - ❖ We will take such other action directed by the Commission to comply with 935 CMR 500.105.
- CARBONEAR will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
  - CARBONEAR will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
  - CARBONEAR will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.140(5): *Recording Sales*.

## Agent Qualifications and Training

### Licensee

Carbonear LLC ("CARBONEAR") [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

**MTC Agent:** Any Owner, employee, Executive, or volunteer of an MTC, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to an MTC related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana or Marijuana Products for medical purposes.

**Agent Registration Card:** Identification card currently and validly issued by the Commission to a Marijuana Establishment, MTC or Laboratory Agent. The Agent Registration Card allows access into Commission supported databases. The card facilitates verification of an individual Registrant's status including, but not limited to, identification by the Commission and Law Enforcement Authorities of those individuals exempt from Massachusetts criminal and civil penalties under M.G.L. c. 94G and 94I, and 935 CMR 500.000 and 501.000.

**Responsible Vendor:** A Marijuana Establishment that the Commission has determined to have completed the initial training requirements and has maintained its training requirement under 935 CMR 500.105(2).

**Responsible Vendor Trainer:** An independent business entity certified by the Commission to provide Responsible Vendor Training Program courses. No owner, manager, or employee of a Responsible Vendor Trainer may be a Person or Entity Having Direct or Indirect Control of a Marijuana Establishment.

**Responsible Vendor Training (RVT) Program:** A mandatory program that

provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

### Qualifications

All Agents must;

- Be 21 years of age or older;
- Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

CARBONEAR will develop a job description for all positions with the company. While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications based on the specific duties of the position.

### Requirements

Pursuant to 935 CMR 500.105(2)(a), CARBONEAR will ensure all Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

CARBONEAR will train all marijuana establishment agents in compliance with 935 CMR 500.105(2)(a) and (b). Agents responsible for tracking and entering product into the Seed-to-sale SOR (Metr) must receive training in a form and manner determined by the Commission.

After the initial training has been completed, Agents will be trained on job specific areas depending on their duties. This training can

be done in a classroom setting, online or computerized, on the job training (“OJT”) or through external training platforms.

All Agents will receive a minimum of 16 hours of training annually.

CARBONEAR will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retained for a minimum of one year after an Agents’ termination.

Within 90 days of hire, CARBONEAR will require all its Agents to attend and complete a Responsible Vendor Training Program to become designated as a “responsible vendor”:

- After the responsible vendor designation is applied each owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
- CARBONEAR will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

#### Additional Training

CARBONEAR will provide training and training opportunities to its employees. In addition to required training, CARBONEAR will encourage advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company’s, our Agents

and our customers safety and shopping experience.

## Diversity Plan

### Licensee

Carbonear LLC (“CARBONEAR”) [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Intended Use

To ensure that CARBONEAR is a diverse and inclusive company that promotes a discrimination-free work environment and providing opportunities for all employees to use their diverse talents to support the company’s mission.

CARBONEAR’S goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

### Definitions

#### **Economic Empowerment Priority**

**Applicant:** \*An applicant who, as an entity or through an individual certified by the Commission in 2018, meets and continues to meet three or more of the following six criteria, at least one of which shall be a majority-equity-ownership criterion:

1. Majority-equity-ownership Criteria:
  - a. A majority (more than 50%) of ownership belongs to people who have lived for five of the preceding ten years in an Area of Disproportionate Impact, as determined by the Commission.
  - b. A majority (more than 50%) 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.  
c. A majority (more than 50%) of the ownership is made up of individuals from Black, African American, Hispanic or Latino descent.

#### 2. Additional Criteria:

- a. At least 51% of current employees or subcontractors reside in Areas of Disproportionate Impact and by the first day of business, the ratio will meet or exceed 75%.
- b. At least 51% of employees or subcontractors have drug-related CORI and are otherwise legally employable in Cannabis enterprises.
- c. Other significant articulable demonstration of past experience in or business practices that promote economic empowerment in Areas of Disproportionate Impact. This applicant has priority for the purposes of the review of its license application.

**Social Equity Program Participant:** An individual who qualified to participate in the Social Equity Program and is designated as a program participant by the Commission.

### Goal 1

- Make CARBONEAR workplace and management team as diverse as possible to include attracting and retaining qualified employees with no regard to race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

## Goal 2

- Make CARBONEAR workplace a safe, accepting, respectful, welcoming, comfortable, and supportive place to work.

### **Recruitment and Hiring**

CARBONEAR looks to recruit and hire diverse employees and plans to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations in the operation of our company.

### **Inclusion**

CARBONEAR is determined to provide a work environment that is a diverse and inclusive workplace. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal, which must be met, is to ensure that every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted. We will ensure our managers are trained to properly respond to complaints.

### **Measurement and Accountability**

CARBONEAR realized that any plan needs to be evaluated once it is implemented. We will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our 2 goals.

- As we begin to recruit and hire potential employees the management team will evaluate the applicant pool and application to ensure that our recruitment policies are generating a diverse representation.
  - We will track the demographics of all applicants to ensure we are reaching the desired population of candidates:
    - ❖ The number and percentage of

applicants that are from areas of disproportionate impact, minorities, LBGTQ, veterans, and persons with disabilities, women and people with prior drug convictions.

- We will evaluate this data and make adjustments in our outreach and recruitment process if needed
- Periodically, CARBONEAR management team will evaluate the workplace climate through observations, employee meetings, and individual conversations with individual employees to ensure our workplace is a place of inclusion.
  - Feedback from the data received from this process will be evaluated and new programs or processes will be implemented if needed.
- Annually we will evaluate our Diversity Plan to ensure that the goals are met
- At least once annually, CARBONEAR management team, along with our consultant(s) will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of the policy and to see if our goals are attained.
- If, at any time, it is found that the plan is not reaching our goals the executive management team will convene a special working group to evaluate the plan and make the necessary changes.

## Energy Plan

### Licensee

Carbonear LLC ("CARBONEAR") [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

**Horticultural Lighting Equipment (HLE):** Any lighting equipment (*e.g.*, fixtures, bulbs, ballasts, controls, *etc.*) that uses energy for the cultivation of plants, at any stage of growth (*e.g.*, germination, cloning/Mother Plants, Propagation, Vegetation, Flowering, and harvest).

**Horticulture Lighting Square Footage (HLSF):** An area to be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain plants at any point in time, at any stage of growth, including all of the space(s) within the boundaries. HLSF may be noncontiguous, but each unique area included in the total HLSF calculations shall be separated by an identifiable boundary which includes, but is not limited to: interior walls, shelves, Greenhouse walls, hoop house walls, garden benches, hedge rows, fencing, garden beds, or garden plots. If plants are being cultivated using a shelving system, the surface area of each level shall be included in the total HLSF calculation.

**Lighting Power Density (HLPD):** A measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, ( $HLE / HLSF = HLPD$ ) expressed as number of watts per square foot.

### Intended Use

In compliance with 935 CMR 500.105(15) CARBONEAR, LLC has identified potential energy use reduction opportunities (such as natural lighting and energy efficiency measures) and implemented these opportunities to the extent possible. CARBONEAR reduced electric demand (such as lighting schedules, active load

management, and energy storage); and will be engaging with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. CARBONEAR will work closely with our local utility companies to create and execute interactive Energy Savings Plans, by means of:

- Understanding how we use energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Intake customized energy improvement recommendations from professionals; and
- Utilize cost incentives through utility energy performance.

Our construction team, project managers, architects, and engineers will execute the retail buildout processes through pre-construction, construction, and review construction phases within preliminary planning guidelines that ensure the highest capacity of energy efficiency, both on the job and throughout the reasonable lifespan of the operation, including but not limited to:

- The purchase and installation of the highest R-Value insulation materials, that actively resist the conductive flow of heat, wherever applicable on site;
- The purchase and installation of LED lighting systems;
- The removal and disposal of outdated HVAC systems, with the purchase and installation of advanced HVAC systems and all associated ductwork.

Further practices to maintain energy efficiency throughout daily operations include:

- Using power strips to power all devices, and turning off all power

strips at the conclusion of the closing process (excludes security systems);

- Using communal printers, coffee makers, microwave ovens, and refrigerators;
- Turning off monitors when leaving for more than one hour;
- Save paper by only photocopying what is absolutely needed, and always using the second side of sheets by either printing on both sides or using the blank side as scratch paper;
- Report any obvious energy waste or material deficiencies such as broken heaters or air leaks up the chain of command;
- Close or tilt window blinds to block direct sunlight to reduce cooling needs during warmer months;
- Prohibiting the use of individual space heaters; and
- Using Energy Star labeled appliances.

## Dispensing

### Licensee

Carbonear LLC (“CARBONEAR”) [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

**Department of Revenue (DOR):** The Massachusetts Department of Revenue, unless otherwise specified.

**Consumer:** A person who is 21 years of age or older.

**Limitation on Sales:** A limitation on the sales of Marijuana or Marijuana Products by a Marijuana Establishment Licensee or Registrant arising from the regulations and until substantial compliance by a Licensee or Registrant with a law, regulation, guidance or other requirement for licensure or registration.

**Seed-to-sale System of Record (Seed-to-sale SOR):** The electronic tracking system designated and required by the Commission to perform a process.

### Requirements

Pursuant to 935 CMR 500.140 CARBONEAR will ensure that upon entry into our facility entrance by an individual, an Agent will immediately inspect the individual’s proof of identification and verify the individual’s age. No one will be admitted into the premises unless the Agent has verified that the individual is 21 years of age or older using a valid government issued identification.

Pursuant to 935 CMR 500.140(4) and in accordance with M.G.L. c. 94G, § 7, CARBONEAR will not sell more than one ounce of marijuana, or five grams of marijuana concentrate to a consumer per transaction.

### Restrictions

Pursuant to 935 CMR 500.140(5) HG:

- Will refuse to sell marijuana to any consumer who is unable to produce valid proof of identification.

- Will refuse to sell marijuana products to a consumer if, in the opinion of a CARBONEAR Agent based on the information available to the Agent at that time, the consumer or public would be placed at risk.
- Will not sell to an individual more than one ounce of marijuana or five grams of marijuana concentrate per transaction.
- Will not sell or offer for sale marijuana products containing nicotine.
- Will not sell or offer for sale marijuana products containing alcohol.

### Protocols

Pursuant to 935 CMR 500.140(6) HG:

- Will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
- May utilize a sales recording module approved by the DOR.
- Will not utilize software or other methods to manipulate or alter sales data.
- Will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. CARBONEAR will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If CARBONEAR determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - It will immediately disclose the information to the Commission;
  - It will cooperate with the Commission in any investigation regarding manipulation or

- alteration of sales data; and
- Take such other action directed by the Commission to comply with 935 CMR 500.105.
- Will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- Will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- Understands that the Commission and the DOR may audit and examine the point-of-sale system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;

CARBONEAR will make available educational materials about marijuana products to consumers. We will have an adequate supply of current educational material available at all times for distribution. These materials will be available in commonly spoken languages designated by the Commission, which will include, but not be limited to appropriate materials for the visually and hearing-impaired. These materials will be made available for inspection by the Commission upon request. These educational materials will include at least the following:

- A warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, that there may be health risks associated with using marijuana, and that it should be kept away from children;
- A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
- Information to assist in the selection of marijuana, describing the potential differing effects of various strains of marijuana, as well as various forms and routes of administration;

- Materials offered to consumers to enable them to track the strains used and their associated effects;
- Information describing proper dosage and titration for different routes of administration. Emphasis shall be on using the smallest amount possible to achieve the desired effect. The impact of potency must also be explained;
- A discussion of tolerance, dependence, and withdrawal;
- Facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs;
- A statement that consumers may not sell marijuana to any other individual;
- Information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law; and
- Any other information required by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed by CARBONEAR that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

#### Consumer Access to the Facility

Customers/consumers access to the facility will be done through the main entrance. The main entrance is locked at all times and the customer must present an authorized government issued ID card to either a CARBONEAR Agent or to a video intercom located adjacent to the entrance door. Once that valid ID is presented and verified the interior door will be opened and the customer can access the retail area.

The waiting areas is, in essence, a mantrap where the customer must go through another secure door to access the sales floor. In the waiting area an Budtender will take the ID and verify that the ID is valid and that the customer

is 21 or older.

- To verify a customer is 21 or older an Budtender must receive and examine from the customer one of the following authorized government issued ID Cards;
  - Massachusetts Issued driver's license
  - Massachusetts Issued ID card
  - Out-of-state driver's license or ID card (with photo)
  - Passport
  - U.S. Military I.D.
- To verify the age of the customer the Budtender will use an Age Verification Smart ID Scanner that will be supplied by HG.
  - In the event that the ID is not a scannable ID, or if for any reason the scanner is not operational or available or if the ID is questionable the Budtender must use the **FLAG** methodology of ID verification.

#### **F. Feel**

- ❖ Have the customer remove the ID from their wallet or plastic holder (never accept a laminated document).
- ❖ Feel for information cut-out or pasted on (especially near photo and birth date areas).
- ❖ Feel the texture – most driver's license should feel smooth, or (depending on your State) they will have an identifying texture.

#### **L. Look**

- ❖ Look for the State seals or water marks.
- ❖ Look at the photograph. Hairstyles, eye makeup and eye color can be

altered, so focus your attention on the person's nose and chin as these features don't typically change. When

encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.

- ❖ Look at the height and weight. They should reasonably match the person.
- ❖ Look at the date of birth and do the math!
- ❖ Compare the age on the ID with the person's apparent age.
- ❖ Look at the expiration date. If the ID has expired, it is not acceptable.
- ❖ If needed, compare the ID to the book of Government Issued ID's.

#### **A. Ask**

- ❖ Budtenders should question of the person, such as their middle name, zodiac sign, or year of high school graduation, for example the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
- ❖ If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

#### **G. Give Back**

- ❖ If the ID looks genuine, give the ID back to the customer

and allow entry.

- If the customer does not have a valid ID or for any reason the identity of the customer or the validity of the ID is in question, do not allow the customer to enter the facility.

For security reasons there will be a limit on the number of customers in the sales area. This number will be determined prior to opening.

### Access to the Sales Floor

On the sales floor customers will have access to marketing material, educational material and displays of non-marijuana products. There will also be video monitors located in the sales area showing the menu of items.

Budtenders are encouraged to engage customers in conversation and allow them to ask questions about the products, delivery methods and other product questions.

If a customer does not speak English or is visually or hearing impaired the Retail Manager or designee will be notified. Pursuant to our Interpreter Policy and Procedure the Retail Manager or designee will implement our interpretation procedure:

- For customers who require language assistance, we will provide telephone interpretation services. This service connects a live human interpreter via phone. During these appointments, interpretation is consecutive which means the interpreter waits until the speaker is finished to convert what was said from one language to another.
- For visually impaired customers we will have our forms and education materials transcribed in a process that meets or exceeds the standards set forth by the Braille Authority of North America (BANA) and Unified English Braille (UEB).
- Our Budtenders will also offer verbal translation of the material in a confidential area to all visually impaired customers.

- For the hearing-impaired customers, we will contract with a service provider that offers video interpretation in American Sign Language.

*(Note: Additionally, CARBONEAR will give hiring preferences to applicants who are competent in American Sign Language.)*

At the sales counter customers will have their ID's scanned again at the POS station and their data (name, address, and DOB) will be collected in the system. A first-time customer may be asked other questions regarding their product preferences, usage habits or other data. They will also be given customer education materials if they wish.

CARBONEAR will only sell marijuana and marijuana products that are pre-packed for individual sale. Customers will place their order with the Budtender. The Budtender will:

- Retrieve the requested products from the secure, lockable storage cabinet.
- Once the entire order has been retrieved the Budtender will enter or scan each individual stock keeping unit (SKU) into the POS System.
- Our POS system will not allow over 1 ounce of marijuana flower product or more than 5 grams of concentrate to be entered into a single transaction.
- After the order has been entered into the POS system the customer will pay the Budtender in cash or electronically with a Debit Card (if allowed).
- Before placing the contents of the order into an exit-bag the Budtender will confirm that each individual item is contained in a Child-resistant package.
- The Budtender will then place the order in an exit bag, staple the bag closed and give the order and the paper receipt to the customer.

After the sale has been completed the customer will exit through the exit door.

## Plan to Obtain Marijuana and Marijuana Products

### Licensee

Carbonear LLC (“CARBONEAR”) [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

**Marijuana Establishment:** A Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery Licensee, 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 (MTC).

### Background

CARBONEAR is fully licensed, we will be authorized to purchase and transport cannabis or marijuana products from Licensed Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers. CARBONEAR will execute written agreements outlining Wholesale Sales agreements for marijuana and marijuana products from other licensed marijuana facilities. CARBONEAR has dedicated capital to fund the wholesale purchase of marijuana and marijuana products to supply our retail facility appropriately.

In sourcing marijuana and marijuana products from other authorized Marijuana Establishments, CARBONEAR will follow the following guidelines and prior to executing any order for the purchase of marijuana or marijuana products. CARBONEAR will:

1. Require documentation that the source Marijuana Establishment (“ME”) is properly licensed and in good standing with the Commission.
2. If the product from the source ME is pre-packed for retail sales, the source ME must provide documentation that the packaging and labeling is compliant with the Regulations and approved (if applicable) by the Commission.
3. The source ME must attest that any marijuana or marijuana product that will be sold to CARBONEAR has passed the required laboratory testing and be able to provide testing results from the Marijuana Testing Lab prior to receipt of the product.

### Plan

## Plan to Positively Impact Areas of Disproportionate Impact

### Licensee

Carbonear LLC (“CARBONEAR”) [License #MRXXXXXX] 2186-2196 Main Street, Tewksbury, MA 01876

### Definitions

**Area of Disproportionate Impact:** A geographic area identified by the Commission for the purposes identified in M.G.L. c. 94G, 4(a½)(iv), 935 CMR 500.040 and 500.101, and which has had historically high rates of arrest, conviction, and incarceration related to Marijuana crimes.

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

### Intended Use

CARBONEAR is committed to do our part in positively impacting areas of disproportionate impact. Our plan focuses on employment and the use of suppliers, contractors and partners who have been historically harmed by marijuana prohibition.

CARBONEAR is approximately 5 miles away from Lowell which has been designated as an “Area of Disproportionate Impact” by the Commission. It is our plan to engage employees, suppliers, contractors and other partners from Lowell when possible.

CARBONEAR will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

Any actions taken, or programs instituted, by CARBONEAR will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

The purpose of this policy is to outline the responsibilities of the Company, the

Company’s management team and Agents to ensure that CARBONEAR promotes and encourages full participation in company operations by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities while supporting HG’ mission.

### **Plan for Positive Impact Populations (“Plan Populations”):**

- Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically Lowell.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions

### Goal 1 – Employment

Positively impact areas of disproportionate impact by providing good-paying jobs with benefits and to develop long-term career opportunities. Our goal is to hire ~20% of our employees that meet the criteria of the Plan Populations described above.

### Hiring Priority

- Priority will be given to the following group:
  - Residents from areas of disproportionate impact, with an additional priority

given to Lowell residents;

- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.

#### Accountability and Data Collection

1 year from receipt of Final License, and annually thereafter HG, will produce a full report on all attempts to hire, actual hires, from where the hires came from, the hires training, pay, benefits, and advancement. This report will be made available to the Commonwealth of Massachusetts, the Town of Tewksbury and the City of Greenfield. The data will also be used as an evolving tool for CARBONEAR to determine the best hiring practices to reach our stated goals above. CARBONEAR Managers and community stakeholders will meet to discuss the report and make any necessary adjustments.

#### Goal 2 - Cannabis Partner Plan

CARBONEAR will engage and contract with other cannabis establishments who meet the Plan Populations outlined previously in this plan. To positively impact areas of disproportionate impact by partnering with cannabis establishments and businesses whose owners or majority of its employees meet the Plan Populations outlined previously in this plan.

Plan:

To the extent possible and reasonable, CARBONEAR plans to utilize cannabis establishments who meet the criteria outlined above. We will give preference to these businesses when choosing our partners.

1. It is our goal that ~10% of our wholesale cannabis vendors will be sourced locally from Lowell or whose owners or employees are individuals who qualify for the Commissions Social Equity Program.
2. CARBONEAR will make reasonable efforts to identify and source Cannabis Establishments and Wholesale Partners who meet the Positive Impact Population criteria.
  - a. Preference will be given to these businesses.

#### Accountability and Data Collection

One year from receipt of Final License, and annually thereafter CARBONEAR will produce an ongoing comprehensive report that details actions taken and outcomes achieved as related to the goals stated above. This ledger will be part of a report to be made available to the Commonwealth of Massachusetts, the Town of Tewksbury and the City of Lowell. CARBONEAR Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.

#### Goal 3 - Donations

To positively impact areas of disproportionate impact by making direct monetary donations and encouraging employee volunteerism through paid volunteer days.

Plan:

CARBONEAR will make monetary donations to Lowell (or other areas of disproportionate impact) based non-profits on an ongoing basis.

Additional donations will be made that benefit areas of disproportionate impact, the amounts of these donations have not been determined. Once the company is stable in its finances and fiscal projections are more solid, these donations will increase.

Accountability and Data Collection

CARBONEAR will produce a full report annually on all charitable donations including the number of hours that CARBONEAR employees have volunteered. This report will be made available to the Commonwealth of Massachusetts and the Town of Tewksbury and the City of Lowell. CARBONEAR Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.