



**PHASE I
REQUEST FOR QUALIFICATIONS/REQUEST FOR
PROPOSALS**

PROPOSED MARIJUANA ESTABLISHMENT

IN

THE CITY OF SPRINGFIELD, MASSACHUSETTS

RFQ/P 19-116

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SECTION 1: INTRODUCTION

A. OVERVIEW

Through this Request for Qualifications/Request for Proposals ("**RFQ/P**"), the City of Springfield, Massachusetts ("**City**") seeks to obtain information and qualify Marijuana Establishment Applicants for the purpose of negotiating and executing a Host Community Agreement ("**HCA**") for the development, construction and operation of a Marijuana Establishment within the City in accordance with applicable laws and regulations (G.L. c. 94G, §3; 935 CMR 500.101). This RFQ/RFP is intended to provide a public selection process, but is not issued pursuant to Mass. Gen. Laws, c. 30B.

For this initial RFQ/P, the City will select up to four (4) qualified enterprises seeking approval to operate as a Marijuana Establishment with whom the City will negotiate and execute a Host Community Agreement. Marijuana Establishment includes Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Microbusiness, Independent Testing Laboratory, Marijuana Research Facility, or Microbusiness.

Additional phases will follow this Phase I RFQ/P. Proposers who are not selected in this Phase I RFQ/P are encouraged to re-submit a response to the City during additional phases.

B. BACKGROUND

On November 8, 2016, Massachusetts voters approved an initiative petition known as "*The Regulation and Taxation of Marijuana Act*", which was codified as Chapter 334 of the Acts of 2016 ("Chapter 334"). Chapter 334 reduced state criminal penalties and instituted civil penalties for the possession and recreational use of marijuana by persons over 21 years of age. It also created a way for the Commonwealth to control the production and distribution of marijuana through licensing, regulations, and taxation of Marijuana Establishments. Chapter 55 of the Acts of 2017 ("Act") was enacted by the State Legislature as an amendment to Chapter 334. The Act encompassed significant amendments to Chapter 334 including a six-month delay in state licensing with a new start date of July 1, 2018.

The Act allows Marijuana Establishments to cultivate, manufacture, and process marijuana, and to sell marijuana to persons over 21 years of age. An applicant requesting certification as a Marijuana Establishment must meet the requirements set forth in 935 CMR 500.00, the regulations promulgated by the Cannabis Control Commission ("Commission"), to be considered for a final license as a Marijuana Establishment.

The Act also calls for local control by allowing municipalities to create licensing requirements and to make reasonable regulations that control the time, place and manner of Marijuana Establishments (G.L. c.

94G, §3). On March 26, 2018, in the form of a zoning amendment, the City passed a Temporary Moratorium on Establishments that expired on September 30, 2018. The Zoning Ordinance was further amended by adding Section 4.7.110, *Adult Use Marijuana Establishment*. The Zoning Ordinance became effective on October 16, 2018 and was amended on March 25, 2019. Section 4.7.110 sets forth the zoning and Tier 3 special permit requirements for Establishments seeking to operate in the City. Proposed projects must comply with all requirements set forth in the amended version of section 4.7.110 of the City's Zoning Ordinance, attached hereto as Exhibit B.

As another form of local control and pursuant to 935 CMR 500.00, Establishments are required to execute a Host Community Agreement for a maximum term of five (5) years with the municipality they wish to operate in. As such, the City is inviting Marijuana Establishment applicants to participate in the City's process for the selection of suitable projects.

The City's intent in carrying out this RFQ/P process is to implement, at the local regulatory level, a careful balance of promoting appropriate access for persons over 21 years of age, while mitigating secondary and fiscal impacts to the Springfield community.

C. PURPOSE

The purpose of this RFQ/P is to qualify Marijuana Establishment applicants desirous of entering into negotiations with the City of Springfield for a Host Community Agreement. Proposals submitted will be evaluated to determine which proposer(s) may be selected to enter into negotiations. This is not a binding RFQ/P, but an invitation for interested parties to submit proposals. Participation in the RFQ/P is required for Marijuana Establishment applicants that want to locate within the City of Springfield. Each proposal submitted in response to the RFQ/P will be evaluated by the City's Internal Review Group as determined by the Mayor.

The information provided will also be used in the City's planning process to develop and revise local land use, health and public safety regulations as necessary and in accordance with current state regulations.

D. TIMETABLE

Unless otherwise specified, the time of day for the following events shall be between 9:00 a.m. and 4:00 p.m. Eastern Standard Time. All other times specified in this RFQ/P are Eastern Standard Time.

Action	Date
1. RFQ/P issued	April 1, 2019
2. Written questions from interested proposers concerning RFQ/P	April 15, 2019

Action	Date
3. Written responses from City to questions posted on COMMBUYS and City website	April 22, 2019
4. Written requests for Public Presentations	April 22, 2019
5. Public Presentations by proposers	May 7 & May 8, 2019
6. RFQ/P Responses due by 5:00 p.m.	May 20, 2019
7. City announces name of proposer(s) qualifying for right to negotiate agreement	June 17, 2019

The City may adjust this schedule as it deems necessary. Notification of any adjustment to the timetable will be posted on the City's Website at <https://www.springfield-ma.gov/cos/index.php?id=2976> and on COMMBUYS.

E. PUBLIC PRESENTATIONS

The City will hold public presentations on May 7 and May 8, 2019. Proposers are not required, but invited to do a public presentation. If proposers would like to present during one of the above named dates, proposers may submit written requests by e-mail to tdavis@springfieldcityhall.com on or before **April 22, 2019** at 4:00 p.m. Eastern Standard Time.

F. SELECTION CRITERIA

Proposals shall address the following criteria:

- i. Project Description:**
 - Detailed description of the proposed project.
- ii. Location:**
 - Site location of proposed project including size and description of the subject property, accessibility to highways, accessibility to transportation, parking, and pedestrian access.
 - Preference will be given to geographical dispersion.
- iii. Design and Construction:**
 - Construction budget, design concept and conceptual site plan;
 - Traffic control plan around the proposed site;
 - Potential fiscal impacts and the projected duration; and
 - Mitigation plans to address potential fiscal impacts.
- iv. Public Health and Safety:**
 - Adverse public health and safety impacts and the projected duration;
 - Beneficial public health and safety impacts and the projected duration;
 - Mitigation plan(s) to address the public health and safety impacts;

- Commitments, policies, programs, incentives or other benefits to mitigate any adverse effects associated with the Project; and
 - Insurance coverage or other financial arrangements to cover risk exposure.
- v. **Management and Business Operations:**
- Ownership and management;
 - Business experience;
 - Operating policies and procedures;
 - Projected revenue, expenses, and anticipated City tax payments;
 - Sources of financing; and
 - Employment and contractual opportunities.
- vi. **Equity:**
- Promotion and encouragement of full participation in the cannabis industry by Black, African American, Hispanic and Latino communities that have previously been disproportionately impacted by drug enforcement;
 - Promotion and encouragement of full participation in the cannabis industry by persons with prior drug convictions that have previously been disproportionately impacted by drug enforcement;
 - Creation, promotion and encouragement of a diverse marijuana market by other underrepresented communities, women, veterans, individuals with disabilities and/or individuals of diverse gender identities and sexual orientations; and/or
 - Plans, programs or policies that will positively impact the Commission-designated areas of disproportionate impact in the City of Springfield. (attached hereto as Exhibit E)
- vii. **Community Outreach:**
- Ability to conduct a Community Outreach Meeting in accordance with 935 CMR 500.101;
 - Location of Community Outreach Meeting; and
 - Demonstration of ability to coordinate with City personnel and the community.

*Note: Criteria are not listed in order of importance.

The City is contemplating the use of a consultant to provide expert assistance in review of the proposals and for negotiation of agreements to assure that the criteria used and terms of any agreement are consistent with best practices within the industry insofar as addressing the City's concerns about land use regulation, public health, safety, and monitoring of operations for compliance with local regulations. As such, the City will be requesting that any applicant agree to cover the costs of retaining such an expert prior to negotiation of the Host Community Agreement. In addition, the City may consider any and all relevant information about the proposer known to the City and any other criteria that may be set forth in any response to the RFQ/P.

SECTION 2: RESPONSE REQUIREMENTS

A. SPECIFIC SUBMITTAL REQUIREMENTS

Each response to the RFQ/P must address, in detail, each of the items listed below. To the extent the proposer is a newly formed or to-be-formed entity, the responses should be provided from the main operating entity and/or its significant business units.

i. Project Description:

- The type of Marijuana Establishment being proposed;
- The name of the proposer, the contact person and the contact person's business address, telephone and facsimile numbers and e-mail address; and
- A brief description of proposer and its business including names and biographies of its officers, directors, and key personnel, or persons serving in similar capacities.

ii. Location:

- Proof of interest, proprietary ownership, lease or control of the proposed project site evidencing binding permission to use the premises as a Marijuana Establishment;
- Size and description of the proposed site;
- Pedestrian and vehicular traffic safety plan; and
- A comprehensive analysis showing the site is in compliance with zoning requirements set forth in Section 4.7.110 of the City Zoning Ordinance, including buffer zones.

iii. Design and Construction:

- Estimated construction budget;
- Conceptual site plan of the project including, but not limited to:
 - Proposed employee and customer parking;
 - Dumpster locations;
 - Lighting;
 - Security fencing; and
 - Signage.
- A summary of anticipated fiscal impacts on the City of Springfield, the anticipated duration of such impacts and a detailed plan to mitigate such impacts, that includes:
 - Pedestrian and vehicular traffic impacts;
 - Infrastructure and utility impacts;
 - Environmental impacts; and
 - Increases in City services.

iv. Public Health & Safety:

- A detailed Security and Emergency Response Plan;
- Plans to address:
 - Compliance with sanitary code and inspection procedures;
 - Elimination of any potential nuisance such as odor and other noxious releases; and
- A description of any particular commitments, policies, programs, incentives or other benefits the proposer will make to the City to mitigate any adverse effects associated with the proposed project.

v. **Management and Business Operations:**

- A draft Management and Operations Profile pursuant to 935 CMR 500.101;
- Business operations profile, including the projected number of full-time and part-time employment positions that will be created by the project and the number of positions available to City residents;
- Organizational chart for the proposer listing all principal entities. If the proposer currently has or expects to have local partners who will have an ownership in the entity developing the project, that same information must be provided;
- Financial summary for the proposed project; and
- Background, reputation and expertise of the proposer in designing, developing and operating marijuana or other businesses similar to the project proposed in the City.

vi. **Equity:**

- Diversity plan to promote and encourage full participation in the regulated marijuana industry;
- Plan to positively impact areas of disproportionate impact pursuant to 935 CMR 500.101;
- If applicable, statement reflecting that the proposer is a Commission-certified Economic Empowerment Applicant pursuant to 935 CMR 500.101 and/or Commission-certified Social Equity Applicant pursuant to 935 CMR 500.105.
- If not Commission-Certified Economic Empowerment Applicant or Social Equity Applicant, a statement reflecting extent to which Proposal includes the following:
 - A majority of ownership, and/or current employees/sub-contractors is/are: Black, African American, Hispanic, Latino, members of other underrepresented communities, women, veterans, or people with disabilities;
 - Residency of owner in a Commission-designated area of disproportionate impact (including City);
 - Prior, nonviolent drug conviction(s) (*This information will **ONLY** be used to evaluate a proposer's equity qualifications*); or
 - Plans/programs demonstrating active engagement in economic education, resource provision or empowerment to disproportionately impacted individuals or communities.
 - Plans/programs intending to facilitate future business practices that promote economic empowerment in areas of disproportionate impact within the City, including the use of an incubator or accelerator program to aid limited net worth equity applicants who wish to enter the adult use industry.
- Description detailing proposer's promotion of sustainable, socially and economically reparative practices in the cannabis industry.

vii. **Community Outreach and Cooperation:**

- A summary of the Community Outreach Meeting that includes:
 - The date, time and location of the meeting;
 - A list of the attendees;
 - A description of efforts to publish and market the meeting;
 - A summary of notes taken at the meeting, reflecting citizen comments; and

- If any, a summary of follow-up taken by the proposer to respond to public comments.
- A summary of cooperation with City personnel and the community.

B. GENERAL SUBMISSION INSTRUCTIONS

Complete responses must be submitted by the date listed in the Timetable, Section 1.D., no later than 4:00 p.m., Eastern Standard Time. Responses may not be e-mailed or faxed to the City. Responses must be submitted by mail, courier or hand-delivered to:

City of Springfield Office of Procurement
Attn: Theo Theocles, Deputy Chief Procurement Officer
36 Court Street, Room 307
Springfield, MA 01103

The proposer must submit:

- Eleven (11) hard copies of proposer's complete response assembled in three-ring binders of a type which may be opened and individual pages may be removed. Each separate page must clearly set forth the proposer's name and date of submission in case the pages are separated from the binders;
- If proposer makes a request for confidentiality, submit one (1) excised copy pursuant to Section 4.H. below;
- One (1) electronic copy of proposer's complete response on a CD-ROM or flash drive; and
- A fully executed consent and release in the form attached hereto as Exhibit A.

SECTION 3: EVALUATION PROCESS

A. RESPONSE REVIEW

i. Compliance with Submission Instructions

All RFQ/P responses will be reviewed by the City to determine compliance with the response submission instructions described in Section 2 hereof. For those responses that comply with the submission instructions listed above, an Internal Review Group designated by the Mayor will review the Proposals. The Internal Review Group may be assisted by the City's consultants and various City Departments.

ii. Evaluation of Responses

The RFQ/P responses will be evaluated based on the criteria described in Section 1.F. hereof. The decision whether to enter into negotiations for a Host Community Agreement will be the result of a holistic evaluation of the proposal criteria, recommendations from staff and/or consultant(s), and feedback from City Departments.

iii. **Non-Qualifying Responses**

The City reserves the right to reject a response at any time during the evaluation process if the response:

- Fails to demonstrate to the City's satisfaction that it meets all RFQ/P requirements; or
- Fails to submit all required information or otherwise satisfy all general submission instructions of Section 2.B. above.

B. EVALUATION CRITERIA

Each proposal submitted in response to the RFQ/P will be evaluated by the City's Internal Review Group as determined by the Mayor for responsiveness to the Minimum Qualifications set forth herein.

Proposals will be evaluated on the extent to which:

- The proposal is submitted in a thorough, detailed, complete, and timely manner; and
- The proposal meets the selection criteria using the following scale:
 - Highly Advantageous: The Proposer shows excellent ability to meet the criteria, with a response that is comprehensive and detailed.
 - Advantageous: The Proposer shows sufficient or limited ability to meet the criteria, with a response that somewhat addresses the criteria.
 - Not Advantageous: The Proposer shows insufficient ability to meet the criteria, with a response that is vague and does not adequately address the criteria.
 - Unresponsive: The Proposer does not provide information, or provides information insufficient to constitute a response.

The City reserves the right to contact a proposer after the submission of a response for the purpose of clarifying a response to ensure mutual understanding. This contact may include written questions, interviews, site visits, presentations, or requests for corrective pages in the response. Responses must be submitted to the City within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the response as noncompliant.

SECTION 4: ADDITIONAL TERMS AND CONDITIONS

A. Issuing Office

This RFQ/P is issued by:

Chief Procurement Officer
City of Springfield Office of Procurement

36 Court Street, Room 307
Springfield, MA 01103

B. City Website/COMMBUYS:

Proposers are solely responsible for obtaining all information distributed for this RFQ/P by accessing the City's website at <https://www.springfield-ma.gov/cos/index.php?id=2976>.

It is each proposer's responsibility to check the City website listed above and COMMBUYS for any addenda or modifications to this RFQ/P.

The City accepts no responsibility and will provide no accommodation to proposers who submit a response based on an out-of-date Solicitation or on information received from a source other than the City website.

Addenda and other documents relevant to this selection process will be available through the City website and on COMMBUYS. It is the responsibility of the vendor/proposer to visit the City website and COMMBUYS in order to obtain such documents.

C. Prohibited Communications

Proposers may contact Theo Theocles, Deputy Chief Procurement Officer, with written questions regarding this RFQ/P, pursuant to Section 4.E. below. Except as indicated in Section 4.E. below, proposers are prohibited from communicating directly with any employee of the City regarding this RFQ/P and no other individual City employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFQ/P. Proposers may contact City employees at the various City Departments to obtain information customarily needed by a developer interested in developing a building site within the City. For example, this would include information concerning zoning, permits, building codes and restrictions, sewer, water, electricity, police, fire, and traffic.

D. RFQ/P Copies

Proposers may obtain a copy of the RFQ/P, or any of its components, by going to the City website at <https://www.springfield-ma.gov/cos/index.php?id=2976>.

E. RFQ/P Questions

Proposers may submit written questions concerning this RFQ/P until no later than April 15, 2019, as specified in Section 1.D. above. Written inquiries must be sent to the address listed in Section 4.A. above, by fax to 413.787.6295 or by e-mail to ttheocles@springfieldcityhall.com.

The City will review written questions inquiries received on or before the deadline for questions, and, at its discretion, prepare written responses to questions which the City determines to be of general interest and that help to clarify the RFQ/P. **[Any written response will be posted on the City website.]** Only written responses will be binding on the City.

F. Amendment or Withdrawal of RFQ/P

The City reserves the right to amend the RFQ/P at any time prior to the deadline for submission of responses and to terminate this selection process in whole or in part at any time before or after submission of responses. If the City decides to amend or clarify any part of this RFQ/P, a written addendum will be

posted on the City website. Proposers are cautioned to check this site regularly, as this will be the sole method used for notification of changes.

G. Costs

The City will not be responsible for any costs or expenses incurred by proposers preparing responses to this RFQ/P.

H. Public Records

Upon conclusion of this process, all responses and related documents submitted in response to this RFQ/P may be considered public records and as such be subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and M.G.L. c. 4, § 7. Any statements in submitted responses that are inconsistent with these statutes will be disregarded.

Proposers are encouraged to familiarize themselves with the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and M.G.L. c. 4, § 7, before submitting a response. Any request for confidential treatment of information must be included in the response. The proposer must enumerate the specific grounds in the Public Records Law which support treatment of the material as exempt from disclosure and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the proposer to respond to any inquiries by the City concerning the confidential status of the materials. The City makes no representation that requests for confidential treatment of documents will be accepted, if the documents are not exempt from the statutory definition of public records.

Any response submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire proposal as confidential may be deemed non-responsive and may disqualify the proposer. If the proposer designates any portion of the RFQ/P as confidential, the proposer must submit one copy of the proposal from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in the "Response Requirements – General Submission Instructions" section 2.B. of this RFQ/P. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as possible.

I. Reservations

The City reserves the right to reject all responses and to waive any defects. The City may seek clarification of the response from a proposer at any time, and failure to respond may be cause for rejection. Clarification is not an opportunity to change the response. Submission of a proposal confers no rights other than a right to be considered to be selected to negotiate a Host Community Agreement with the City. This process is for the City's benefit only and is to provide the City with competitive information to assist it in its selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. At its sole discretion the City may reject any and all proposals not meeting the requirements set forth herein.

J. Discrepancies and Inconsistencies

The City reserves the right to waive or permit cure of discrepancies and/or inconsistencies in the proposal if it is in the City's best interest to do so.

K. Verification of Responses

Responses are subject to verification. Misleading or inaccurate responses may result in disqualification.

L. Information from other Sources

The City reserves the right to obtain and consider information from other sources concerning a proposer, such as, among other sources, the proposer's capability and performance under Host Community Agreements with other jurisdictions.

M. Applicable Law

This RFQ/P and the Host Community Agreement are to be governed by the laws of the Commonwealth of Massachusetts. Changes in applicable laws and rules may affect the selection process or the Host Community Agreement. Proposers are responsible for ascertaining pertinent legal requirements and restrictions.

N. No Guaranty

This RFQ/P does not constitute an offer of any nature or kind whatsoever to any proposer or its agents. The selection of a proposer does not constitute a binding agreement and the selection of a proposer does not mean that its responses are totally acceptable to the City in every respect or in the form submitted. After completion of the RFQ/P selection, the City has the right to negotiate with the successful proposer and, as part of that process, to negotiate changes, amendments or modifications to any of the successful proposer's responses without offering any other proposer the right to amend their response.

O. Duty to Disclose Changes in Information included in a Response

Each proposer is under a continuing duty to disclose promptly any changes in information provided in its response or any related materials submitted in connection therewith.

P. Proposers Agree to all Terms and Conditions of this RFQ/P

By submitting a response to the RFQ/P, a proposer is deemed to agree to abide by all of the terms, conditions, policies and rules of this RFQ/P.

EXHIBIT A

CONSENT AND RELEASE*

RECITALS

- A. The City of Springfield, Massachusetts (the “City”) is soliciting proposals and information regarding qualifications from enterprises (each, a “Proposer”) desirous of entering into an agreement with the City in connection with the development, construction and operation of an Adult Use Marijuana Establishment project (“Host Community Agreement”) as set forth in a certain RFQ/P dated April 1, 2019 issued by the City, together with all alterations, supplements or amendments thereto (collectively, the “RFQ/P”).
- B. To evaluate the personal, business and financial qualifications and professional capabilities and standing of each Proposer and its affiliates (each, a “Releasor” and collectively, the “Releasors”), the City requires certain information about each Releasor which could be considered confidential and/or proprietary (“Information”).
- C. The collection of Information by the City is essential to select the highest quality proposal for the City.
- D. Some of the Information may be collected directly or indirectly from the Releasor and/or other Releasors.
- E. Other Information will be collected directly or indirectly from others such as law enforcement agencies, courts, gaming and other regulatory bodies, former employees, and financial sources.

NOW, THEREFORE, the Releasor, in consideration of the City’s accepting for review of a proposal in which Releasor has an economic interest and other valuable consideration the sufficiency of which is hereby acknowledged, agree as follows:

- 1. The definitions contained in the RFQ/P are incorporated herein by reference.
- 2. The Releasor hereby consents and agrees to abide by all of the City’s terms, conditions, ordinances, rules, regulations and policies concerning the RFQ/P.
- 3. The Releasor agrees that the City does not acknowledge or agree that any of the Information is confidential and/or proprietary.
- 4. Information collected may be used in at least the following ways:
 - a. To evaluate Releasor’s personal, financial and business history;
 - b. To evaluate Releasor’s personal, financial and business integrity, and criminal history, if any;
 - c. To evaluate Releasor’s professional qualifications and capabilities and demonstrated past performance; and

* To be signed by any parent company of proposer on behalf of itself and its affiliates, if any.

- d. Such other uses as the City reasonably believes are necessary to evaluate the Proposer and its response to the RFQ/P.
5. The City may or may not use the Information in any decision with respect to the selection process and may provide this Information to the Massachusetts Cannabis Control Commission upon request.
 6. Information may be shared with other state, local or federal government agencies, departments or advisors who may work with the City.
 7. The City is subject to the federal law, the laws of the Commonwealth and City ordinances. The Releasor acknowledges that such laws and ordinances may provide access by third parties to the Information regarding the Releasor.
 8. The Releasor and its successors and assigns, and on behalf of its affiliates and their successors and assigns, hereby release: (i) the City including all departments, agencies and commissions thereof; (ii) the City's consultants (if any); and (iii) their respective principals, agents, subcontractors, consultants, attorneys, advisors, employees, officers and directors (the "Releasees"), and hold each of them harmless from any damages, claims, rights, liabilities, or causes of action, which the Releasor ever had, now has, may have or claim to have, in law or in equity, against any or all of the Releasees, arising out of or directly or indirectly related to the (i) RFQ/P process and the selection and evaluation of proposals submitted in connection therewith; (ii) negotiation of a Community Agreement between the City and the Releasor or any other Proposer; (iii) release or disclosure or any Information whether intentional or unintentional; and (iv) use, investigation of, or processing of the Information.
 9. The undersigned (i) has read and understands this Consent and Release; (ii) authorizes the direct and indirect collection of, and consents to the use and disclosure of, the Information as described herein; and (iii) represents and warrants that it has the authority to execute and deliver this Consent and Release on behalf of itself and its affiliates.

Name of Company

By: _____

Print Name: _____

Title: _____

Dated: _____

EXHIBIT B

MARIJUANA ZONING REGULATIONS WITH ZONING MAP

APPROVED BY THE CITY COUNCIL ON OCTOBER 16, 2018

AS AMENDED ON MARCH 25, 2019

Section 4.7.110 Adult Use Marijuana Establishments

4.7.111 Purpose

It is recognized that the nature of the substance cultivated, processed, and/or sold by an ADULT USE MARIJUANA ESTABLISHMENT may have objectionable operational characteristics and should be located in such a way as to ensure the health, safety, and general well-being of the public and of the authorized adult customers seeking to legally purchase marijuana for their own use. The specific and separate regulation of an ADULT USE MARIJUANA ESTABLISHMENT is necessary to advance these purposes and ensure that such facilities are not located within close proximity of minors and do not become concentrated in any one (1) area within the City of Springfield.

Subject to the provisions of this Zoning Bylaw, Chapter 40A of the Massachusetts General Laws, Chapter 94G of the Massachusetts General Laws and 935 CMR 500.00, ADULT USE MARIJUANA ESTABLISHMENTS will be permitted to provide the opportunity for the legal cultivation, product manufacturing, distribution, testing and retail sale of marijuana for non-medical adult marijuana use in a manner that complies with state regulations.

4.7.112 Applicability

Nothing in this section shall be construed to supersede federal and state laws governing the sale and distribution of marijuana. This section shall not be construed to prevent the conversion of a medical marijuana treatment center licensed or registered no later than July 1, 2017, engaged in the cultivation, manufacture or sale of marijuana or marijuana products to an ADULT USE MARIJUANA ESTABLISHMENT, provided, however, any such medical marijuana treatment center obtains a special permit pursuant to this Section for any such conversion to an ADULT USE MARIJUANA ESTABLISHMENT.

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

4.7.113 Definitions

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

CANNABINOID. Any of several compounds produced by marijuana plants that have medical and psychotropic effects.

CANNABINOID PROFILE. 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.

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

CLOSE ASSOCIATE. A person who holds a relevant financial interest in, or is entitled to exercise power in, the business of an applicant or licensee and, by virtue of that interest or power, is able to exercise a significant influence over the management or operation of a marijuana establishment.

CONSUMER. A person who is at least twenty one (21) years of age.

CONTROLLING PERSON. An officer, board member or other individual who has a financial or voting interest of ten (10) per cent or greater in a marijuana establishment.

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

CRAFT MARIJUANA CULTIVATOR COOPERATIVE. A marijuana cultivator comprised of residents of the commonwealth organized as a limited liability company or limited liability partnership under the laws of the commonwealth, or an appropriate business structure as determined by the commission, and that is licensed to cultivate, obtain, manufacture, process, package and brand marijuana and marijuana products to deliver marijuana to marijuana establishments but not to consumers.

CULTIVATION BATCH. A collection of marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment, including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. The marijuana licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

EXPERIENCED MARIJUANA ESTABLISHMENT OPERATOR. A medical marijuana treatment center as defined in M.G.L. Chapter 369 of the Acts of 2012 with a registration in good standing, or (I) a reorganized marijuana business established by a vote of at least 2/3 of the board of directors of an entity that submitted an application for a registration to operate a medical marijuana treatment center to the department of public health before October 1, 2015 and was issued a provisional registration to operate a medical marijuana treatment center by the department of public health before the effective date of this chapter.

FINISHED MARIJUANA. Usable marijuana, cannabis resin or cannabis concentrate.

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

HOST COMMUNITY. A municipality in which a marijuana establishment or a medical marijuana treatment center is located or in which an applicant has proposed locating a marijuana establishment or a medical marijuana treatment center.

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

INDEPENDENT TESTING LABORATORY. A laboratory that is licensed by the Commission and is: (I) accredited to the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is otherwise approved by the commission; (ii) independent financially from any medical marijuana treatment center or any licensee or marijuana establishment for which it conducts a test; and (iii) qualified to test marijuana in compliance with regulations promulgated by the Commission.

STANDARDS TESTING LABORATORY. An entity that would otherwise qualify to be an independent testing laboratory but instead performs blind tests to verify the results of an independent testing laboratory at the request of the Commission.

LABORATORY AGENT. An employee of an independent testing laboratory who transports, possesses or tests marijuana.

LICENSEE. A person or entity licensed by the commission to operate a marijuana establishment.

MANUFACTURE. To compound, blend, extract, infuse or otherwise make or prepare a marijuana product.

MARIJUANA or MARIHUANA. All parts of any plant of the genus Cannabis, not excepted below and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in section 1 of chapter 94C; provided, however, that "marijuana" shall not include: (I) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination; (ii) hemp; or (iii) the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink or other products.

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

MARIJUANA CULTIVATOR. An entity licensed to cultivate, process and package marijuana, to deliver marijuana to marijuana establishments and to transfer marijuana to other marijuana establishments, but not to consumers.

MARIJUANA ESTABLISHMENT. A marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer or any other type of licensed marijuana-related business.

MARIJUANA MICRO-BUSINESS. A microbusiness is a co-located Tier 1 or Tier 2 MARIJUANA CULTIVATOR, MARIJUANA PRODUCT MANUFACTURER, and marijuana delivery service. A microbusiness licensee shall not have an ownership stake in any other marijuana establishment and a majority of its executives or members must have been residents of Massachusetts for no less than 12 months prior to application is eligible to apply for a micro-business license.

MARIJUANA PRODUCT MANUFACTURER. An entity licensed to obtain, manufacture, process and package marijuana and marijuana products, to deliver marijuana and marijuana products to marijuana

establishments and to transfer marijuana and marijuana products to other marijuana establishments, but not to consumers.

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

MARIJUANA RETAILER. An entity licensed to purchase and deliver marijuana and marijuana products from marijuana establishments and to deliver, sell or otherwise transfer marijuana and marijuana products to marijuana establishments and to consumers.

STOREFRONT RETAILER. A marijuana retailer that provides a retail location accessible to consumers 21 years of age or older or in possession of a registration card demonstrating that the individual is a registered qualifying patient with the Medical Use of Marijuana Program, if the retail store is co-located with a medical marijuana treatment center.

DELIVERY-ONLY RETAILER. A marijuana retailer that does not provide a retail location accessible to the public, but is authorized to deliver directly from a marijuana cultivator facility, Craft Marijuana Cultivator Cooperative facility, marijuana product manufacturer facility, or micro-business.

MARIJUANA SOCIAL CONSUMPTION ESTABLISHMENT. A marijuana social consumption establishment may purchase marijuana from licensed marijuana establishments and sell single servings of marijuana to consumers for consumption on the premises.

PRIMARY USE. A primary use marijuana social consumption license shall be required for any commercial enterprise for which 51% or more of average monthly revenue is derived from the sale of marijuana products to be consumed on the premises (e.g. cannabis café).

MIXED USE. A mixed use marijuana social consumption license shall be required for any commercial enterprise for which the consumption of marijuana is a secondary or shared purpose to a non-cannabis business purpose. (e.g. massage studio that uses cannabis-infused lotion).

MARIJUANA RESEARCH FACILITY. An academic institution, non-profit corporation or domestic corporation or entity authorized to do business in the Commonwealth of Massachusetts. A marijuana research facility may cultivate, purchase or otherwise acquire marijuana for the purpose of conducting research regarding marijuana and marijuana products. Any research involving humans must be authorized

by an Institutional Review Board. A marijuana research facility may not sell marijuana cultivated under its research license, but may also hold a marijuana retailer license.

MARIJUANA TRANSPORTER. An entity may only transport marijuana or marijuana products when such transportation is not already authorized under a marijuana establishment license if it is licensed as a Marijuana Transporter:

THIRD PARTY TRANSPORTER. An entity registered to do business in Massachusetts that does not hold another marijuana establishment license pursuant to 935 CMR 500.050 and is not registered as a registered marijuana dispensary pursuant to 105 CMR 725.000.

EXISTING LICENSEE TRANSPORTER. A Marijuana Establishment that wishes to contract with other marijuana establishments to transport their marijuana and marijuana products to other marijuana establishments.

MYCOTOXIN. A secondary metabolite of a microfungus that is capable of causing death or illness in humans and other animals. For the purposes of this chapter, mycotoxin shall include alfatoxin B1, alfatoxin B2, alfatoxin G1, alfatoxin G2 and ochratoxin A.

PROCESS or PROCESSING. To harvest, dry, cure, trim and separate parts of the marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in this section.

PRODUCTION BATCH. A batch of finished plant material, cannabis resin, cannabis concentrate or marijuana-infused product made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to 1 or more marijuana cultivation batches.

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

PROVISIONAL MARIJUANA ESTABLISHMENT LICENSE. A certificate issued by the Commission confirming that a Marijuana Establishment has completed the application process.

RESIDUAL SOLVENT. A volatile organic chemical used in the manufacture of a marijuana product and that is not completely removed by practical manufacturing techniques.

TERPENOID. An isoprene that are the aromatic compounds found in cannabis, including, but not limited to: limonene, myrcene, pinene, linalool, eucalyptol, δ -terpinene, β -caryophyllene, caryophyllene oxide, nerolidol and phytol.

UNREASONABLY IMPRACTICABLE. A measure or measures necessary to comply with the regulations, ordinances or by-laws adopted pursuant to this ordinance which subjects licensees to unreasonable risk or require such a high investment of risk, money, time or any other resource or asset that a reasonably prudent businessperson would not operate a marijuana establishment.

4.7.114 Requirements

All ADULT USE MARIJUANA ESTABLISHMENTS shall be required to obtain a Tier 3 Special Permit from the City Council. All ADULT USE MARIJUANA ESTABLISHMENTS must also comply with the following:

A. Location:

1. ADULT USE MARIJUANA ESTABLISHMENTS are encouraged to utilize existing buildings, where possible.
2. No ADULT USE MARIJUANA ESTABLISHMENT shall be located within five hundred (500) feet of pre-existing public or private school providing education in kindergarten or any of grades one (1) through twelve (12), in operation at the time of application for a special permit. Distance shall be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the ADULT USE MARIJUANA ESTABLISHMENT is or will be located. In any case where the measurement is determined to be in question, the City Council may require verification of distances by a Registered Land Surveyor.
3. No ADULT USE MARIJUANA ESTABLISHMENT shall be located inside a building containing residential units, including transient housing such as lodging houses, group homes, transient housing, motels, hotels and dormitories. Provided further, this provision shall not apply to ADULT USE MARIJUANA RETAILERS located in a Business C district.
4. No ADULT USE MARIJUANA ESTABLISHMENT, with the exception of an ADULT USE MARIJUANA RETAILER, shall be located within two hundred fifty (250) feet of a residence, a building containing residences, (including commercial residential uses such as hotels, motels, lodging houses, etc.) or a residential zoning district.
5. No ADULT USE MARIJUANA RETAILER shall be located within three hundred (300) feet of another MARIJUANA RETAILER.
6. No ADULT USE MARIJUANA ESTABLISHMENT is permitted to utilize or provide a drive-up service window.

7. ADULT USE MARIJUANA RETAILER shall only be allowed on streets as identified on the attached list, referenced as "Exhibit A" and further an ADULT USE MARIJUANA RETAILER shall only be allowed in Business A, Business B, Business C, Riverfront, Industrial Park and Industrial A districts.
8. No ADULT USE MARIJUANA RETAILER shall be located on a parcel which is fifty (50) feet from a residentially zone property, unless that parcel contains a minimum of 20,000 square feet. Provided further, that the ADULT USE MARIJUANA RETAILER shall be at least fifty (50) feet from the nearest residence.

B. Other Requirements:

1. The number of ADULT USE MARIJUANA RETAILERS permitted to be located within the City of Springfield shall not exceed fifteen (15).
2. Any type of ADULT USE MARIJUANA ESTABLISHMENT may only be involved in the uses permitted by its definition and may not include other businesses or services.
3. No marijuana shall be smoked, eaten or otherwise consumed or ingested within and/or on the premises.
4. No ADULT USE MARIJUANA ESTABLISHMENT may commence operation or apply for a building permit prior to its receipt of all required permits and approvals including, but not limited to, its Provisional License from the Cannabis Control Commission.
5. The hours of operation shall be set by the City Council, but in no event shall an MARIJUANA RETAILER be open to the public, and no sale or other distribution of marijuana shall occur upon the premises or via delivery from the premises, between the hours of 9:00 p.m. and 8:00 a.m.
6. No Marijuana Retailer shall have a gross floor area, open to the public, in excess of 2,500 square feet.
7. All aspects of the use relative to the acquisition, cultivation, possession, processing, sales, distribution, dispensing, testing or administration of marijuana, products containing

marijuana, related supplies, or educational materials must take place at a fixed location within a fully enclosed building and shall not be visible from the exterior of the business. They may not be permitted to be located in a trailer, storage freight container, motor vehicle or other similar type potentially movable enclosure.

8. No ADULT USE MARIJUANA ESTABLISHMENT shall be allowed to operate from a movable, mobile or transitory location.
9. ADULT USE MARIJUANA ESTABLISHMENTS are not permitted as a HOME OCCUPATION.
10. Signage shall be displayed on the exterior of the ADULT USE MARIJUANA ESTABLISHMENT'S entrance in plain sight of the public stating that "Access to this facility is limited to individuals 21 years or older." in text two (2) inches in height. Additionally, all other signage must comply with all other applicable signage regulations in Article 9 and 935 CMR 500.
11. Marijuana plants, products, and paraphernalia shall not be visible from outside the building in which the ADULT USE MARIJUANA ESTABLISHMENT is located and shall comply with the requirements of 935 CMR 500. Any artificial screening device erected to eliminate the view from the public way shall also be subject to a vegetative screen and the Council shall consider the surrounding landscape and viewshed to determine if an artificial screen would be out of character with the neighborhood.
12. No outside storage is permitted.
13. Ventilation - all ADULT USE MARIJUANA ESTABLISHMENTS shall be ventilated in such a manner that no:
 - a. Pesticides, insecticides or other chemicals and/or products used in the cultivation or processing are dispersed into the outside atmosphere; and
 - b. No odor from marijuana or its processing can be detected by a person with an unimpaired and otherwise normal sense of smell at the exterior of the ADULT USE MARIJUANA ESTABLISHMENT or at any adjoining use or property.

D. Reporting Requirements:

1. All Special Permit holders for an ADULT USE MARIJUANA ESTABLISHMENT shall provide the Police Department, Fire Department, Board of Health, Building Commissioner, Zoning Administrator and the City Council with the names, phone numbers and email addresses of all management staff and key-holders, including a minimum of two (2) operators or managers of the facility identified as contact persons to whom one can provide notice if there are operating problems associated with the establishment. All such contact information shall be updated as needed to keep it current and accurate.

2. The local Building Commissioner, Board of Health, Police Department, Fire Department and City Council shall be notified in writing by an ADULT USE MARIJUANA ESTABLISHMENT owner/operator/ manager:
 - a. A minimum of thirty (30) days prior to any change in ownership and/or management of that facility.

 - b. Immediately or as soon as practicable possible, but no later than twenty-four (24) hours, following the discovery of a violation or potential violation of any law or any criminal or potential criminal activities or attempts of violation of any law at the ADULT USE MARIJUANA ESTABLISHMENT.

3. Permitted ADULT USE MARIJUANA ESTABLISHMENTS shall file an annual report to the Building Commissioner and Zoning Administrator no later than January 31st of each 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.

4. The owner and/or manager is required to respond by phone or email within twenty four (24) hours of contact by a city official concerning their ADULT USE MARIJUANA ESTABLISHMENT at the phone number or email address provided by the City.

E. Issuance/Transfer/Discontinuance of Use:

1. Special Permits shall be issued for an initial period of twelve (12) months. If there are no violations and/or breaches of this Section or conditions of the Special Permit during that time frame, the Special Permit shall be automatically renewed.
2. Special Permits shall be issued for a specific parcel.
3. Special Permits shall be non-transferable to another ADULT USE MARIJUANA ESTABLISHMENT operator, owner or parcel.
4. Special Permits shall have a term limited to the duration of the applicant's ownership/control of the premises as an ADULT USE MARIJUANA ESTABLISHMENT, and shall lapse:
 - a. If the permit holder ceases operation of the ADULT USE MARIJUANA ESTABLISHMENT; and/or
 - b. The permit holder's license by the Commission expires, is suspended or is terminated.
5. The permit holder shall notify the Building Commissioner/Zoning Administrator and City Council, in writing, within forty eight (48) hours of such lapse, suspension, cessation, discontinuance or expiration; and
6. An ADULT USE MARIJUANA ESTABLISHMENT shall be required to remove all material, plants, equipment and other paraphernalia prior to surrendering its state Registration or ceasing its operation.
7. The Special Permit shall be subject to revocation for violations of Section 4.7.110 and/or breaches of the conditions of the Special Permit..
8. Any operating ADULT USE MARIJUANA ESTABLISHMENT within the City of Springfield shall be inspected annually by the Building Commissioner, or his/her designee(s), to ensure compliance with this Section and with any conditions imposed by the City Council as a condition of the Special Permit approval.

4.7.115 Special Permit Application Requirements

Applications for Special Permits for an ADULT USE MARIJUANA ESTABLISHMENT will be processed in the order that they are filed with the city. The approval of a Special Permit for any ADULT USE MARIJUANA ESTABLISHMENT is up to the discretion of the Springfield City Council and will not be based automatically on the order in which applications have been submitted but rather the Council will be making their determinations based on selecting the ADULT USE MARIJUANA ESTABLISHMENT that it Finds are in the best interests of the City and best comply with the standards and intent of this Ordinance. While the City Council is authorized to approve Special Permits for ADULT USE MARIJUANA ESTABLISHMENTS in an amount up to, but not exceeding fifteen (15) licenses for Marijuana Retailers, the City Council is not obligated to approve an application for an ADULT USE MARIJUANA ESTABLISHMENT that it doesn't Find is in the best interests of the City and/or complies with the standards and intent of this Ordinance just because the maximum number of allowed Special Permits for an ADULT USE MARIJUANA ESTABLISHMENT haven't been approved.

In addition to the standard application requirements for Special Permits, such applications for an ADULT USE MARIJUANA ESTABLISHMENT shall include the following:

- A. The name and address of each owner of the ADULT USE MARIJUANA ESTABLISHMENT facility/operation;
- B. A copy of the applicants Host Community Agreement or in the event that a Host Community Agreement has not been granted, petitioner shall submit a copy of the completed Host Community Agreement application.
- C. If it's in conjunction with an approved RMD, a copy of its registration as an RMD from the Massachusetts Department of Public Health in accordance with 105 CMR 725.000 or from the Cannabis Control Commission in accordance with 935 CMR 500.
- D. Proof of Liability Insurance Coverage or Maintenance of Escrow as required in 935 CMR 500.
- E. Evidence that the applicant has site control and right to use the site for an ADULT USE MARIJUANA ESTABLISHMENT in the form of a deed or valid purchase and sales agreement or, in the case of a lease, a notarized statement from the property owner and a copy of the lease agreement;

- F. Evidenced that a Community Outreach Meeting, in accordance with 935 CMR 500, has occurred and that the meeting occur within the neighborhood that the project will be located, when possible.
- G. A notarized statement signed by the ADULT USE MARIJUANA ESTABLISHMENT organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers, directors, shareholders, partners, members, managers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the applicant must disclose the identity of all such responsible individual persons;
- H. In addition to Site Plan Review Submission Requirements found in Section 12.3.40, plans must also detail all proposed security measures for the ADULT USE MARIJUANA ESTABLISHMENT including but not limited to lighting, fencing, cameras, alarms, etc., thus ensuring the safety of employees and patrons and to protect the premises from theft and/or other criminal activity. This plan should also include security measures for the transportation and/or delivery of marijuana and marijuana products.
- I. A detailed floor plan identifying the areas available and functional uses (including square footage).
- J. A detailed sign plan.
- K. The Council may require a pedestrian/vehicular traffic impact study to establish the Adult Use Marijuana Establishment's impacts at peak demand times, including a line queue plan to ensure that the movement of pedestrian and/or vehicular traffic along the public right of ways will not be unreasonably obstructed.
- L. An odor control plan detailing the specific odor-emitting activities or processes to be conducted on-site, the source of those odors, the locations from which they are emitted from the facility, the frequency of such odor-emitting activities, the duration of such odor-emitting activities, and the administrative of odor control including maintenance of such controls.

- M. A Management Plan including a description of all activities to occur on site, including all provisions for the delivery of marijuana and related products to an ADULT USE MARIJUANA ESTABLISHMENT or off-site direct delivery.
- N. Individual written plans which, at a minimum comply with the requirements of 935 CMR 500, relative to the marijuana establishments:
 - 1. Operating procedures
 - 2. Marketing and advertising
 - 3. Waste disposal
 - 4. Transportation and delivery of marijuana or marijuana products
 - 5. Energy efficiency and conservation
 - 6. Security and alarms
 - 7. Decommissioning of the ADULT USE MARIJUANA ESTABLISHMENT

4.7.116 Findings

In addition to the standard Findings for a Special Permit the City Council must also find all the following:

- A. That the ADULT USE MARIJUANA ESTABLISHMENT is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest;
- B. The ADULT USE MARIJUANA ESTABLISHMENT is consistent with and does not derogate from the purposes and intent of this Section and the Zoning Ordinance.
- C. That the ADULT USE MARIJUANA ESTABLISHMENT demonstrates that it will meet or exceed all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations;
- D. That the applicant has satisfied all of the conditions and requirements of this Section and other applicable Sections of this Ordinance;
- E. That the ADULT USE MARIJUANA ESTABLISHMENT project meets a demonstrated need;
- F. That the ADULT USE MARIJUANA ESTABLISHMENT facility provides adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals, and that the storage and/or location of cultivation is adequately secured; and

- G. That the ADULT USE MARIJUANA ESTABLISHMENT facility adequately addresses issues of traffic demand, circulation flow, parking and queuing (including pedestrian queuing), particularly at peak periods at the facility and its impact on neighboring uses.

4.7.117 Severability

If any provision of Section 4.7.110 is found to be invalid by a court of competent jurisdiction, the remainder of Section 4.7.110 shall not be affected but shall remain in full force. The invalidity of any provision(s) of Section 4.7.110 shall not affect the validity of the remainder of this zoning ordinance.

Exhibit A to Zoning Ordinance 4.7.110

Street List-October 2018

(Per Section 4.7.114.A.7)

- Allen Street
- Armory Street
- Bay Street
- Belmont Avenue
- Berkshire Avenue
- Bicentennial Highway
- Boland Way
- Bond Street
- Boston Road
- Bridge Street
- Carew Street
- Central Street
- Chestnut Street
- Columbus Avenue
- Congress Street
- Cooley Street
- Dickinson Street
- Dwight Street
- East Columbus Avenue
- Frank B. Murray Street
- Hall of Fame Avenue
- Hampden Street
- Hillman Street
- Island Pond Road
- Liberty Street
- Locust Street
- Lyman Street
- Main Street
- Main Street IO
- Page Boulevard
- Parker Street
- Pearl Street
- Roosevelt Avenue
- St James Avenue
- State Street
- Sumner Avenue
- Taylor Street
- West Columbus Avenue
- West Street
- White Street
- Wilbraham Road
- Worthington Street

Streets located within Industrial A/Industrial Park Zoning:

- Albany Street
- Avocado Street
- Balderelli Court
- Birnie Avenue
- Brookdale Drive
- Cadwell Drive
- Carando Drive
- Cottage Street
- Industry Avenue
- Memorial Drive
- Performance Boulevard
- Progress Avenue
- Rocus Street
- Rose Street
- Turnbull Street
- Worcester Street, West of the
intersection of Fiberloid Street and
Worcester Street

ZONING USE TABLE 4-4
ADULT USE MARIJUANA

Table 4-4 Use Table

USE	Residential Districts						Commercial & Business Districts										Industrial Districts			Additional Regulations
	O S	Res A/A1	Res B/B1	Res C-1	Res C/C2	Office A	Com P	Com A	Bus A	Bus B	Bus B1	Bus C	Bus D	RF	MUJ	IA	IP			
20. Adult Use Marijuana Establishments																				
20.1	Marijuana Retailer																			
1.	N	N	N	N	N	N	N	N	3	3	N	3	N	3	N	3	3	4.7.110		
2.	N	N	N	N	N	N	N	3	3	N	3	N	N	3	N	3	3	4.7.110		
20.2	Marijuana Cultivator																			
20.3	Craft Marijuana Cultivator Cooperative																			
20.4	Marijuana Product Manufacturer																			
	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3	3	4.7.110		

Table 4-4 Use Table

USE	Residential Districts										Commercial & Business Districts								Industrial Districts			Additional Regulations
	O S	Res A/A1	Res B/B1	Res C-1	Res C/C2	Office A	Com P	Com A	Bus A	Bus B	Bus B1	Bus C	Bus D	RF	MUI	IA	IP					
20.5 Marijuana Social Consumption Establishment	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	4.7.110				
20.6 Marijuana Research Facility	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3	3	4.7.110				
20.7 Marijuana Independent Testing Laboratory	N	N	N	N	N	N	N	N	3	3	N	N	3	N	N	3	3	4.7.110				
20.8 Marijuana Transporter	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3	3	3	4.7.110				
20.9 Marijuana Micro-Business	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3	3	3	4.7.110				

Table 4-4 Use Table

USE	Residential Districts										Commercial & Business Districts								Industrial Districts			Additional Regulations
	O S	Res A/A1	Res B/B1	Res C-1	Res C/C2	Office A	Com P	Com A	Bus A	Bus B	Bus B1	Bus C	Bus D	RF	MUJ	IA	IP					
20.10 Any other type of licensed marijuana-related business except a medical marijuana treatment center	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	3	3	4.7.110				

EXHIBIT C

SAMPLE HOST COMMUNITY AGREEMENT
BETWEEN
THE CITY OF SPRINGFIELD
AND
(COMPANY)

Note this is a sample host community agreement. Actual terms and conditions may vary between selected entities.

This **HOST COMMUNITY AGREEMENT** made on this ___ day of ___, 2019 by and between the **City of Springfield**, a municipal corporation existing within the Commonwealth of Massachusetts, acting by and through its Chief Development Officer, with the approval of its Mayor, hereinafter referred to as the "**City**", and (**Business Name**), a (form of business entity) with a usual place of business located at _____, hereinafter referred to as "**Company**".

WHEREAS, the City has conducted a Phase I Request for Qualifications/Proposals ("RFQ/P") process for the selection of Marijuana Establishments wishing to operate in Springfield;

WHEREAS, Company was selected during the RFQ/P process and seeks approval to operate as a (type of marijuana establishment); and

WHEREAS, the City and Company enter into this Host Community Agreement to memorialize the terms of Company's support of community initiatives and commitment to mitigate actual or potential adverse community impacts due to operation of a marijuana establishment in Springfield; and

WHEREAS, the Host Community Agreement shall constitute the stipulations of responsibilities between the City and Company pursuant to G.L. c. 94G, §3, as amended by c. 55 of the Acts of 2017 for the Company's operation of a (type of marijuana establishment) in the City.

NOW, THEREFORE, for the consideration set forth herein, the Parties hereto mutually agree as follows:

A. Community Impact.

1. As a result of the Company's operation of the (type of marijuana establishment) within the City, the City anticipates that additional expenses will be incurred by the City based on impacts in several areas including, but not limited to, law enforcement services, inspectional services, permitting services, administrative services, public health services and impacts on public roadways maintained by the City. In order to mitigate the direct and indirect financial impacts imposed on the City, Company agrees to annually pay a host community impact fee to the City.
2. Host Community Impact Fee. Based on Company's operation of (type of marijuana establishment) within the City, Company shall make annual payments to the City for the direct and indirect financial impacts to the City.
 - i. The annual payment shall be equal to three (3%) percent of the gross revenue from the retail sale of marijuana and marijuana products pursuant to G.L. c. 94G, §3.

- ii. Company shall make the annual payment quarterly of the calendar year on the 1st of January, April, July and October beginning the first full quarter after opening/beginning sales.

B. Real Estate Taxes: At all times during the term of this Agreement, real estate taxes for the property at which Company is operating will be paid either directly by Company or by its landlord.

C. Term.

1. **Initial Term:** Upon execution by all parties, this Agreement shall commence as of (Start Date) and shall continue in effect for five (5) years terminating on (Termination Date), unless earlier terminated or extended in accordance with this Agreement.
2. **Renewal Term:** At the end of the Initial Term of this Agreement, the parties shall renegotiate a new Host Community Agreement in accordance with the current prevailing laws and regulations.

D. Termination.

1. In the event Company no longer operates within the City, Company shall notify the City within ____ days. This Agreement shall terminate upon proper notification to the City of Company ceasing to operate.
2. This Agreement shall be null and void in the event Company does not begin operation in the City unless by amendment.

E. Security.

1. Company shall maintain a security plan in accordance with 935 CMR 500.110 of the Cannabis Control Commission regulations. Company shall comply with all security requirements set forth in 935 CMR 500.110 and any subsequent amendments and regulations.
2. Company shall cooperate with the City of Springfield Police Department for, including but not limited to, the scheduling of periodic meetings to review operational concerns, the security plan, and delivery procedures.
3. Company will report the discovery of the following occurrences to the City of Springfield Police and Fire Department within twenty-four (24) hours of awareness of the event:
 - a. Amendments to Company's security plan;
 - b. Diversion of marijuana or marijuana products at Company's operating site;
 - c. Loss and any criminal action;
 - d. Diversions, accidents, or other losses occurring during transport;
 - e. Failure of any security alarm system; or
 - f. An alarm activation that requires the response of public safety personnel.

F. Marijuana Awareness and Educational Programs. Company will provide a total of \$ _____ to the City of Springfield to further marijuana awareness and education programs and further mitigate the impacts from public marijuana use. This payment will be made on an annual basis. This payment will not be considered part of the annual payment as described in Section A above.

G. Community Support.

1. Local Hiring. Company agrees that, to the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to hire ____% of City residents as staff for the Company.
2. Local Vendors. Company agrees that, to the extent permissible by law, the Company will make every effort in a legal and non-discriminatory manner to contract with local businesses, suppliers, contractors and vendors in the provision of goods and services related to the overall operation of the Company.
3. Public Education. Upon request, Company agrees to cooperate and assist the City with City-sponsored public health education programs and public safety programs.

H. Support by the City.

1. Upon proper demonstration of compliance, the City agrees to submit to the Cannabis Control Commission a certification stating Company has complied with all applicable laws and ordinances related to the Company's application for a marijuana establishment license.
2. The City makes no representation or promise that it will act in any particular way on any additional local requirements including but not limited to, a Special Permit Application, a Health and Human Services permit or a Building Permit. The City will review these local requirements based on the normal and regular course of conduct and in compliance with governing rules and regulations of the City, its Boards and Commissions.

I. Annual Meeting of the Parties. The City of Springfield shall send a notice no later than _____ of each year of the proposed date and time of an annual meeting to the designated representative of the Company.

Company: _____

With a copy to: _____

City: _____

With a copy to: _____

The Parties shall promptly notify each other of any change of their respective addresses or representatives set forth above. After proper notification, such new address shall become the notice address or such new representative shall become the notice representative hereunder. Notice and other communications shall be deemed given when deposited in the United States mail and sent registered or certified, postage prepaid, to the last known address of the party concerned.

J. Notification of Assignment.

1. Company shall be prohibited at all times from assigning, in whole or in part, any portion of this Agreement without the prior written consent of the City.
2. Ownership & Control.
 - i. Prior to a change of ownership, where an owner acquires or increases ownership to ten percent (10%) or more of equity, Company shall notify City.
 - ii. Prior to a change in control of the Company, where an individual, corporation, or entity shall be in a position to control the decision-making of the Company, Company shall notify the City at least 60 days in advance. A position to control the decision-making of the Company entails the following:
 1. Actual control of more than 50% of the voting equity;
 2. Power to appoint directors;
 3. Contractual rights to control; and/or
 4. The right to veto significant events.
3. In the event of an assignment of ownership and/or control as described above, Company shall ensure the controlling Parent Company executes a Guaranty and Keep Well Agreement with the City. Such Guaranty and Keep Well Agreement is attached hereto as Exhibit A.

K. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement. This Agreement may not be changed verbally, and may only be amended by an agreement in writing signed by both Parties.

L. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.

M. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement shall remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

N. Governing Law and Exclusive Venue. The Parties agree that this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and that a

court of competent jurisdiction in Springfield, Hampden County shall be the exclusive venue for any legal proceedings that may arise from this Agreement.

O. Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective heirs, executors, administrators and assigns.

In Witness Whereof, Hampden Care and the City have executed this Host Community Agreement as of the date the same is finally signed by all parties listed below.

COMPANY:

CITY OF SPRINGFIELD:

By: _____

By: _____

EXHIBIT D

FORM OF GUARANTY AND KEEP WELL AGREEMENT

Note this is a sample form of guaranty and keep well agreement. Actual terms and conditions may vary between selected entities.

This Guaranty And Keep Well Agreement ("**Guaranty**") is made as of this ___ day of _____, 20__, by _____, a Parent Company (form of business entity) ("**Guarantor**"), having its office at _____ on behalf of ("**Company**") to and for the benefit of the City of Springfield, Massachusetts, a municipal corporation (the "**City**").

RECITALS

- A. _____, a marijuana establishment ("**Company**") and the City have executed the certain Host Community Agreement ("**HCA**") dated _____, 20__, as the same may from time to time be amended ("**Agreement**," with capitalized terms herein having the same meaning as therein defined, unless expressly otherwise defined herein), which Agreement sets forth the terms and conditions upon which Company has agreed to develop, construct, operate and maintain the marijuana establishment in the City of Springfield ("**Project**").
- B. Guarantor, as the ultimate parent company of Company, will benefit from the financial success of Company.
- C. The execution and delivery of this Guaranty is required under the terms of the HCA.
- D. This Guaranty is a guarantee of the obligations of the Company as set forth in the Agreement only.

NOW, THEREFORE, in consideration of the foregoing premises and in order to induce the City to execute and deliver the Agreement, Guarantor, acknowledging that, but for the execution and delivery of this Guaranty, the City would not have entered into the Agreement with Developer, hereby covenants and agrees as follows:

- 1. Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the City the following obligations as they relate to this Agreement (collectively, the "**Obligations**"): (i) the full and faithful performance by Company of its obligations to Complete the Project and comply with the terms of the HCA; and (ii) Company's prompt payment as and when due of all amounts of every kind or nature whatsoever required of Company under the HCA executed on _____, including the Company's annual payments and charitable donations as described in Section A and F of the HCA.
- 2. Upon assignment of Company as described in Section J of the HCA, Guarantor hereby absolutely, unconditionally and irrevocably guarantees to the City the obligations set forth herein will still be performed and carried out.
- 3. During the twenty-four (24) months following the Operations Commencement Date (the "**Keep Well Period**"), Guarantor agrees to fund Company all amounts necessary to allow Company to maintain and operate the Project and keep the Project open for business in the ordinary course

during the Keep Well Period (the "Keep Well Obligation"), but only to the extent that Company's cash flow, which includes any proceeds from obligations arising from loans or other debt which the Company was the financier thereof, from operations which is used to maintain and operate the Project and keep the Project open for business in the ordinary course during the Keep Well Period is insufficient to accomplish such purpose.

4. Guarantor will have and maintain available financial resources in an amount reasonably sufficient to fund all amounts necessary to allow Guarantor to perform all of its obligations hereunder, including, without limitation, the Keep Well Obligation.
5. Upon notice to Guarantor from the City that Company has failed to perform any of the Obligations, Guarantor agrees to:
 - a. assume full responsibility for and perform the Obligations in accordance with the terms, covenants and conditions of the Agreement;
 - b. indemnify and hold the City harmless from and against any and all loss, cost, damage, injury, liability, claim or expense the City may suffer or incur by reason of any nonpayment or nonperformance of any of the Obligations; and
6. Upon any Event of Default hereunder, the City shall have the following rights and remedies:
 - a. In addition, the City may bring any action at law or in equity or both, to compel Guarantor to perform its obligations hereunder and to collect compensation for all loss, cost, damage, injury and expense which may be sustained or incurred by the City as a direct or indirect consequence of Guarantor's failure to perform those obligations.
 - b. The City may release Company of all or any portion of its liability under this Agreement or the HCA at the sole discretion of the City.
 - c. The City must consent to any assignment or successive assignments of this Agreement by Company.
7. Guarantor expressly agrees that until the Obligations are fully satisfied and each and every term, covenant and condition of this Guaranty is fully performed, including, without limitation, the Keep Well Obligation, Guarantor shall not be released by or because of:
 - a. Any act or event which might otherwise discharge, reduce, limit or modify Guarantor's obligations under this Guaranty;
 - b. Any waiver, extension, modification, forbearance, delay or other act or omission of the City, or any failure to proceed promptly or otherwise as against Guarantor or any collateral, if any;
 - c. Any action, omission or circumstance which might increase the likelihood that Guarantor may be called upon to perform under this Guaranty or which might affect the rights or remedies of Guarantor; or
 - d. Any dealings occurring at any time between Company and the City, whether relating to the Agreement or otherwise.

8. Guarantor hereby expressly waives and surrenders any defense to its liability under this Guaranty based upon any of the foregoing acts, omissions, agreements, waivers or matters. It is the purpose and intent of this Guaranty that the obligations of Guarantor under it shall be absolute and unconditional under any and all circumstances. Guarantor waives:
 - a. All statutes of limitations as a defense to any action or proceeding brought against Guarantor by the City to the fullest extent permitted by law;
 - b. Any defense based on: (i) any legal disability of Company, (ii) any release, discharge, modification, impairment or limitation of the liability of Company under the Agreement from any cause, whether consented to by the City or arising by operation of law or from any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships ("**Insolvency Proceeding**"), or (iii) any rejection or disaffirmance of the Agreement in any such Insolvency Proceeding;
 - c. Any defense based on any action taken or omitted by the City in any Insolvency Proceeding involving Company, including any election to have a claim allowed as being secured, partially secured or unsecured, any extension of credit by the City to Company in any Insolvency Proceeding, and the taking and holding by the City of any security for any such extension of credit; and
 - d. All presentations, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and of the existence, creation, payment or nonpayment of the Obligations and demands and notices of every kind and nature.
9. The City shall not be required, as a condition precedent to making a demand upon Guarantor after an Event of Default or to bringing an action against Guarantor after an Event of Default upon this Guaranty, to make demand upon, or to institute any action or proceeding at law or in equity against Company, any other guarantor or anyone else, or exhaust its remedies against Company, any other guarantor or anyone else, or against any collateral, if any, given to secure the Obligations. All remedies afforded to the City by reason of this Guaranty are separate and cumulative remedies and it is agreed that no one of such remedies, whether exercised by the City or not, shall be deemed to be exclusive of any of the other remedies available to the City and shall not limit or prejudice any other legal or equitable remedy which the City may have.
10. Until the termination of this Guaranty in accordance with its terms, Guarantor hereby waives all rights of subrogation, contribution and indemnity against Company, now or hereafter arising, whether arising hereunder, by operation of law or contract or otherwise, as well as the benefit of any collateral which may from time to time secure the Obligations, and to that end, Guarantor further agrees not to seek any reimbursement, restitution, or collection from, or enforce any right or remedy of whatsoever kind or nature in favor of Guarantor against, Company or any other person or any of their respective assets or properties for or with respect to any payments made by Guarantor to the City hereunder or in respect of the Obligations or the Keep Well Obligation. However, Guarantor's waiver of its rights of subrogation is specifically limited to the extent that the exercise of such rights would adversely affect the City's rights pursuant to the Agreement. The City, in the course of exercising any remedies available to it under the Agreement, at its sole option may elect which remedies it may wish to pursue without affecting any of its rights hereunder. The City may elect to forfeit any of its rights, even if such actions shall result in a full or partial loss of rights of subrogation which Guarantor, but for the City's actions, might have had.

11. If, at any time, all or any part of any payment previously applied by the City to any of the Obligations is rescinded or must otherwise be restored or returned by the City for any reason, including, without limitation, the insolvency, bankruptcy, dissolution, liquidation or reorganization of Company, or upon or as a result of the appointment of a receiver, intervenor, custodian or conservator of, or trustee or similar officer for, Company or any substantial part of its property, Guarantor shall remain liable for the full amount so rescinded or returned.
12. Before signing this Guaranty, Guarantor investigated the financial condition and business operations of Company, the present and former condition, uses and ownership of the Project, and such other matters as Guarantor deemed appropriate to assure itself of Developer's ability to discharge its obligations under the Agreement. Guarantor assumes full responsibility for that due diligence, as well as for keeping informed of all matters which may affect Company's ability to pay and perform the Obligations. The City has no duty to disclose to Guarantor any information which it may have or receive about Company's financial condition or business operations, the condition or uses of the Project, or any other circumstances bearing on Company's ability to perform under the HCA.
13. Except for Permitted Affiliate Payments, any rights of Guarantor, whether now existing or hereafter arising, to receive payment on account of any indebtedness (including interest) owed to it by Company, or to withdraw capital invested by it in Company, or to receive distributions from Company, shall, to the extent and in the manner provided herein, be subordinate as to time of payment and in all other respects to the full and prior payment and performance of Obligations (to the extent then due). Following and during the continuance of an Event of Default, Guarantor shall not be entitled to enforce or receive payment of any sums or distributions from Company other than Permitted Affiliate Payments, until the Obligations have been paid and performed in full (to the extent then due) and any such sums received in violation of this Guaranty shall be received by Guarantor in trust for the City.
14. Guarantor covenants with the City as follows:
 - a. Guarantor will furnish to the City the following:
 - i. No later than ninety (90) days after the end of each fiscal quarter of Guarantor an unaudited balance sheet and income statement, certified as true and correct by the chief financial officer of Guarantor or by any other duly authorized representative of Guarantor reasonably acceptable to the City, which shall be prepared in accordance with GAAP consistently applied (except insofar as any change in the application thereof is disclosed in such financial statements).
 - ii. No later than one hundred twenty (120) days after the end of each fiscal year of Guarantor an audited balance sheet and income statement prepared in accordance with GAAP.

None of the aforesaid financial statements or any certificate or statement furnished to the City by or on behalf of Guarantor in connection with the transactions contemplated hereby, and none of the representations and warranties in this Guaranty, shall contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein or herein, in light of the circumstances under which they were made, not misleading.
 - b. Guarantor shall give notice to the City promptly upon the occurrence of:

- i. any known default or Event of Default; and
- ii. any (A) material default or event of default by Guarantor under any contractual obligation of Guarantor or (B) litigation, investigation or proceeding which may exist at any time between Guarantor or any Person or Governmental Authority which could have a material adverse effect on the ability of Guarantor to pay its obligations hereunder.

Each notice pursuant to this paragraph shall be accompanied by a statement setting forth details of the occurrence referred to therein and stating what action Guarantor proposes to take with respect thereto.

- c. Guarantor agrees, upon the reasonable request of the City, to do any act or execute any additional documents as may be reasonably required by the City to accomplish or further confirm the provisions of this Guaranty.
15. The City may declare Guarantor to be in default under this Guaranty upon the occurrence of any of the following events (each, an **“Event of Default”**, and collectively, **“Events of Default”**).
- a. If Guarantor fails to pay any amounts required to be paid or expended under this Guaranty and such nonpayment continues for ten (10) Business Days after written notice from the City;
 - b. If Guarantor fails to comply with any covenants and agreements made by it in this Guaranty (other than those specifically described in any other subparagraph of this paragraph 16) and such noncompliance continues for fifteen (15) days after written notice from the City, provided, however, that if any such noncompliance is reasonably susceptible of being cured within thirty (30) days, but cannot with due diligence be cured within fifteen (15) days, and if Guarantor commences to cure any noncompliance within said fifteen (15) days and diligently prosecutes the cure to completion, then Guarantor shall not during such period of diligently curing be in default hereunder as long as such default is completely cured within thirty (30) days of the first notice of such default to Guarantor;
 - c. If any representation or warranty made by Guarantor hereunder was false or misleading in any material respect as of the time made;
 - d. If Guarantor ceases to do business or terminates its business for any reason whatsoever or shall cause or institute any proceeding for the dissolution of Guarantor; or
 - e. Except on satisfaction of the Obligations and expiration of the Keep Well Obligation, if Guarantor attempts to withdraw, revoke or assert that the Guaranty is of no force or effect.
16. If any of the provisions of this Guaranty, or the application thereof to any Person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Guaranty, or the application of such provision or provisions to Persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.
17. This writing is intended by the parties hereto as a final expression of this Guaranty, and is intended to constitute a complete and exclusive statement of the term of the agreement among the parties hereto related to the subject matter hereof. There are no promises or conditions, expressed or implied, unless contained in this writing. No course of dealing, course of performance or trade

usage, and no parol evidence of any nature, shall be used to supplement or modify the terms of this Guaranty. No amendment, modification, termination or waiver of any provision of this Guaranty, shall in any event be effective unless the same shall be in writing and signed by the City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver shall be implied from the City's delay in exercising or failing to exercise any right or remedy against Developer, Guarantor or any collateral given to secure the Obligations.

18. Notices shall be given as follows:

- a. Any notice, demand or other communication which any party may desire or may be required to give to any other party hereto shall be in writing delivered by (i) hand-delivery, (ii) a nationally recognized overnight courier, or (iii) mail (but excluding electronic mail, i.e., "**e-mail**") addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to City: Mayor
City of Springfield
36 Court Street, Room 210
Springfield, Massachusetts 01103

with copies to: City Solicitor
City of Springfield
36 Court Street
Springfield, Massachusetts 01103

If to Parent Company: _____

Attn: _____

with copies to: _____

Attn: _____

- b. Any such notice, demand or communication shall be deemed delivered and effective upon actual delivery.

19. Time is of the essence in performance of this Guaranty by Guarantor.

20. Guarantor's obligations under this Guaranty are in addition to its obligations under any other existing or future guaranties, each of which shall remain in full force and effect until it is expressly modified or released in a writing signed by the City. Guarantor's obligations under this Guaranty are independent of those of Company under the Agreement.

21. The terms of this Guaranty shall bind and benefit the legal representatives, successors and assigns of the City and Guarantor; provided, however, that Guarantor may not assign this Guaranty, or assign or delegate any of its rights or obligations under this Guaranty, without the prior written consent of the City in each instance.

22. This Guaranty shall be governed by, and construed in accordance with, the local laws of the Commonwealth of Massachusetts without application of its law of conflicts principles.
23. If at any time during the Term, Guarantor is not a resident of the Commonwealth or has no officer, director, employee, or agent thereof available for service of process as a resident of the Commonwealth, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, director, employee, or agent available for service of process in the Commonwealth, Guarantor or its assignee hereby designates the Secretary of the Commonwealth, as its agent for the service of process in any court action between it and the City or arising out of or relating to this Guaranty and such service shall be made as provided by the laws of the Commonwealth for service upon a non-resident.
24. Guarantor acknowledges that it expects to derive a benefit as a result of the Agreement because of its relationship to Company, and that it is executing this Guaranty in consideration of that anticipated benefit.
25. The obligations of Guarantor under this Guaranty with respect to the Obligations set forth in paragraph 1 hereof, shall terminate and be of no further force or effect (subject to reinstatement pursuant to paragraph 11 hereof) upon the satisfaction of such Obligations set forth in paragraph 1 hereof and with respect to the Keep Well Obligation, shall terminate and be of no further force or effect upon the expiration of the Keep Well Period.
26. Dispute Resolution:
 - a. It is acknowledged by the parties hereto that a quick and efficient resolution of any dispute, claim, or controversy arising under or relating to this Guaranty, the breach, termination, or validity of this Guaranty, or the dealings between the parties or their successors, or with respect to any claim arising by virtue of any representations made by any party hereto (collectively, a “**Dispute**”) is critical to the implementation of this Guaranty. In order to effectuate such intent, the parties hereto do hereby establish this dispute resolution procedure. All Disputes shall be subject to this Section, it being the intention of the parties hereto that all such Disputes be subject thereto regardless of any specific reference or absence of such reference as provided herein. No time bar defenses shall be available based upon the passage of time during any negotiation called for by this Section.
 - b. Either party hereto shall give the other party written notice of any Dispute (“**Dispute Notice**”) which Dispute Notice shall set forth the amount of loss, damage, and cost of expense claimed, if any.
 - c. Within ten (10) Business Days of the Dispute Notice, the parties hereto shall meet to negotiate in good faith to resolve the Dispute.
 - d. At any time, either party hereto may seek injunctive relief from the Court (as hereinafter defined). Subject to the arbitration provisions of this Section, it is the express intention of the parties hereto that the exclusive venue of all judicial actions of any notice whatsoever which relate in any way to this Agreement shall be filed in the Superior Court Department of the Trial Court sitting in the Hampden County Hall of Justice in the City, or the United States District Court sitting in the City (the “**Court**”) in furtherance of arbitration of the Dispute.

- e. In the event the Dispute is unresolved within thirty (30) days of the Dispute Notice by good faith negotiations, the Dispute shall be arbitrated upon the filing by either party hereto of a written demand, with notice to the other party hereto, to the Judicial Arbitration and Mediation Service (“**JAMS**”) (to the extent such rules are not inconsistent as provided for herein) in the City before a single arbitrator to be selected under JAMS selection process. Arbitration of the Dispute shall be governed by the then current commercial arbitration rules of JAMS. Within ten (10) days after receipt of written notice of the Dispute being brought to the arbitrator, each party hereto shall submit to the arbitrator a best and final settlement with respect to each issue submitted to the arbitrator and an accompanying statement of position containing supporting facts, documentation and data. Upon such Dispute being submitted to the arbitrator for resolution, the arbitrator shall assume exclusive jurisdiction over the Dispute, and shall utilize such consultants or experts as he shall deem appropriate under the circumstances to assist in the resolution of the Dispute, and will be required to make a final binding determination with a reasoned opinion, not subject to appeal, within forty-five (45) days of the date of submission. Nothing herein shall prevent either party hereto from seeking injunctive relief in Court to maintain the status quo in furtherance of arbitration.
- f. For each issue decided by the arbitrator, the arbitrator shall award the reasonable expenses of the proceeding, including reasonable attorneys' fees, to the prevailing party hereto with respect to such issue. The arbitrator in arriving at his decision shall consider the pertinent facts and circumstances as presented in evidence and be guided by the terms and provisions of this Guaranty and applicable law, and shall apply the terms of this Guaranty without adding to, modifying or changing the terms in any respect, and shall apply the laws of the Commonwealth to the extent such application is not inconsistent with this Guaranty.
- g. Any arbitration award may be entered as a judgment in the Court. A printed transcript of any such arbitration proceeding shall be kept and each of the parties hereto shall have the right to request a copy of such transcript, at its sole cost.
- h. The parties hereto agree that, in addition to monetary relief, the arbitrator may make an award of equitable relief including but not limited to a temporary, preliminary or permanent injunction and the parties hereto further agree that the arbitrator is empowered to enforce any of the provisions of this Guaranty.

Guidance for Identifying Areas of Disproportionate Impact

The following guidance is provided to assist applicants seeking to be licensed as a Marijuana Establishment under 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth. This guidance is not legal advice. If you have questions regarding the legal requirements for licensure in the Commonwealth, you are encouraged to consult an attorney.

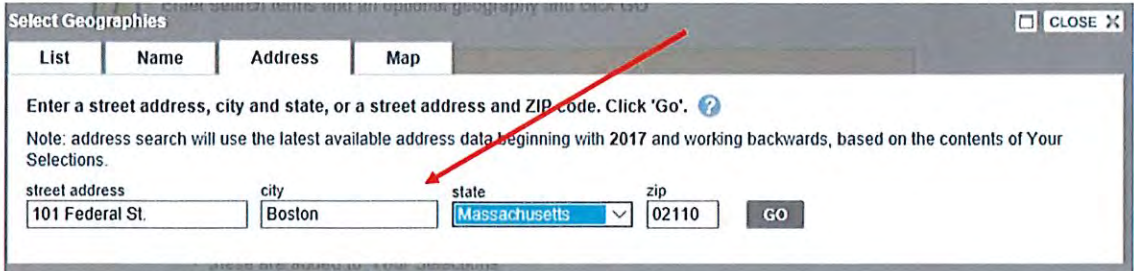
Areas of Disproportionate Impact

You can use this guidance to determine if an address is within an "area of disproportionate impact" as defined by the Commission to determine eligibility for [economic empowerment priority status and the social equity program](#). Communities with a population of more than 100,000 people (Boston, Lowell, Springfield, and Worcester) will be subdivided by census tract numbers according to US Census unemployment data.

29 Communities of Disproportionate Impact			
Abington	Amherst	Boston	Braintree
Brockton	Chelsea	Chelsea	Fall River
Fitchburg	Fitchburg	Greenfield	Haverhill
Holyoke	Lowell	Lynn	Mansfield
Mansfield	Monson	New Bedford	North Adams
Pittsfield	Quincy	Randolph	Revere
Southbridge	Spencer	Springfield	Taunton
Walpole	Wareham	West Springfield	Worcester

1. Determine if the address is in one of the 29 communities designated as areas of disproportionate impact.
2. If the address is in a listed community **other than** Boston, Worcester, Springfield, or Lowell, that qualifies as an area of disproportionate impact.
3. If the address is in Boston, Lowell, Springfield, Worcester, use the following process to determine whether the address is in an area of disproportionate impact.
4. Go to the United States Census Bureau's [Fact Finder webpage](#).

5. Enter the street address:



Select Geographies CLOSE X

List	Name	Address	Map
------	------	---------	-----

Enter a street address, city and state, or a street address and ZIP code. Click 'Go'. [?](#)

Note: address search will use the latest available address data beginning with 2017 and working backwards, based on the contents of Your Selections.

street address: city: state: zip:

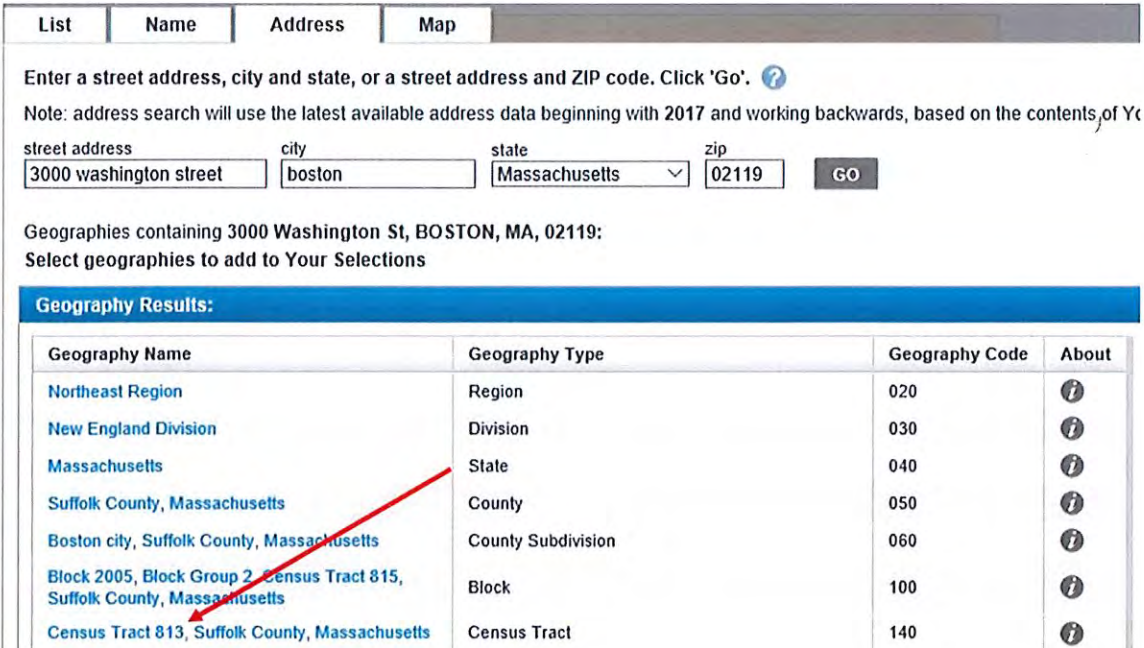
- the Search Results are updated

2 Next, select **Geographies** (states, counties, cities, towns, etc.)

- these are added to 'Your Selections'
- the Search Results are updated

3 Select one or more Search Results and click View

6. Note the census tract number associated with the address listed on the resulting table in the 6th row of the left column:



List	Name	Address	Map
------	------	---------	-----

Enter a street address, city and state, or a street address and ZIP code. Click 'Go'. [?](#)

Note: address search will use the latest available address data beginning with 2017 and working backwards, based on the contents of Your Selections.

street address: city: state: zip:

Geographies containing 3000 Washington St, BOSTON, MA, 02119:
Select geographies to add to Your Selections

Geography Results:

Geography Name	Geography Type	Geography Code	About
Northeast Region	Region	020	?
New England Division	Division	030	?
Massachusetts	State	040	?
Suffolk County, Massachusetts	County	050	?
Boston city, Suffolk County, Massachusetts	County Subdivision	060	?
Block 2005, Block Group 2, Census Tract 815, Suffolk County, Massachusetts	Block	100	?
Census Tract 813, Suffolk County, Massachusetts	Census Tract	140	?

7. See if the tract number is on the published list:

Table 1. Designated Boston Census Tracts	
Full Census Tract Name	6 Digit Tract
Census Tract 8.03, Suffolk County, Massachusetts	803
Census Tract 101.03, Suffolk County, Massachusetts	10103
Census Tract 101.04, Suffolk County, Massachusetts	10104
Census Tract 103, Suffolk County, Massachusetts	10300
Census Tract 104.04, Suffolk County, Massachusetts	10404
Census Tract 104.05, Suffolk County, Massachusetts	10405
Census Tract 607, Suffolk County, Massachusetts	60700
Census Tract 610, Suffolk County, Massachusetts	61000
Census Tract 611.01, Suffolk County, Massachusetts	61101
Census Tract 702, Suffolk County, Massachusetts	70200
Census Tract 712.01, Suffolk County, Massachusetts	71201
Census Tract 803, Suffolk County, Massachusetts	80300
Census Tract 611.01, Suffolk County, Massachusetts	61101
Census Tract 804.01, Suffolk County, Massachusetts	80401
Census Tract 805, Suffolk County, Massachusetts	80500
Census Tract 806.01, Suffolk County, Massachusetts	80601
Census Tract 808.01, Suffolk County, Massachusetts	80801
Census Tract 815, Suffolk County, Massachusetts	81500
Census Tract 817, Suffolk County, Massachusetts	81700
Census Tract 818, Suffolk County, Massachusetts	81800
Census Tract 819, Suffolk County, Massachusetts	81900
Census Tract 820, Suffolk County, Massachusetts	82000
Census Tract 821, Suffolk County, Massachusetts	82100
Census Tract 901, Suffolk County, Massachusetts	90100
Census Tract 902, Suffolk County, Massachusetts	90200
Census Tract 903, Suffolk County, Massachusetts	90300
Census Tract 904, Suffolk County, Massachusetts	90400
Census Tract 906, Suffolk County, Massachusetts	90600
Census Tract 912, Suffolk County, Massachusetts	91200
Census Tract 914, Suffolk County, Massachusetts	91400
Census Tract 917, Suffolk County, Massachusetts	91700
Census Tract 918, Suffolk County, Massachusetts	91800
Census Tract 919, Suffolk County, Massachusetts	91900
Census Tract 920, Suffolk County, Massachusetts	92000
Census Tract 923, Suffolk County, Massachusetts	92300
Census Tract 924, Suffolk County, Massachusetts	92400
Census Tract 1001, Suffolk County, Massachusetts	100100
Census Tract 1002, Suffolk County, Massachusetts	100200

Full Census Tract Name	6 Digit Tract
Census Tract 1006.01, Suffolk County, Massachusetts	100601
Census Tract 1010.01, Suffolk County, Massachusetts	101001
Census Tract 1011.01, Suffolk County, Massachusetts	101101
Census Tract 1011.02, Suffolk County, Massachusetts	101102
Census Tract 1102.01, Suffolk County, Massachusetts	110201
Census Tract 1205, Suffolk County, Massachusetts	120500
Census Tract 9801.01, Suffolk County, Massachusetts	980101
Census Tract 9803, Suffolk County, Massachusetts	980300
Census Tract 9811, Suffolk County, Massachusetts	981100
Census Tract 9817, Suffolk County, Massachusetts	981700
Census Tract 9818, Suffolk County, Massachusetts	981800

Table 2. Designated Worcester Census Tracts

Full Census Tract Name	6 Digit Tract
Census Tract 7302, Worcester County, Massachusetts	730200
Census Tract 7305, Worcester County, Massachusetts	730500
Census Tract 7310.02, Worcester County, Massachusetts	731002
Census Tract 7312.03, Worcester County, Massachusetts	731203
Census Tract 7312.04, Worcester County, Massachusetts	731204
Census Tract 7313, Worcester County, Massachusetts	731300
Census Tract 7314, Worcester County, Massachusetts	731400
Census Tract 7315, Worcester County, Massachusetts	731500
Census Tract 7317, Worcester County, Massachusetts	731700
Census Tract 7318, Worcester County, Massachusetts	731800
Census Tract 7323.02, Worcester County, Massachusetts	732302
Census Tract 7324, Worcester County, Massachusetts	732400
Census Tract 7327, Worcester County, Massachusetts	732700
Census Tract 7330, Worcester County, Massachusetts	733000

Table 3. Springfield Census Tracts

Full Census Tract Name	6 Digit Tract
Census Tract 8001.02, Hampden County, Massachusetts	800102
Census Tract 8005, Hampden County, Massachusetts	800500
Census Tract 8006, Hampden County, Massachusetts	800600
Census Tract 8007, Hampden County, Massachusetts	800700
Census Tract 8008, Hampden County, Massachusetts	800800
Census Tract 8009, Hampden County, Massachusetts	800900
Census Tract 8011.01, Hampden County, Massachusetts	801101
Census Tract 8014.01, Hampden County, Massachusetts	801401
Census Tract 8018, Hampden County, Massachusetts	801800
Census Tract 8019.02, Hampden County, Massachusetts	801902

Full Census Tract Name	6 Digit Tract
Census Tract 8020, Hampden County, Massachusetts	802000
Census Tract 8022, Hampden County, Massachusetts	802200
Census Tract 8023, Hampden County, Massachusetts	802300

Table 4. Designated Lowell Census Tracts	
Full Census Tract Name	6 Digit Tract
Census Tract 3101, Middlesex County, Massachusetts	310100
Census Tract 3104, Middlesex County, Massachusetts	310400
Census Tract 3111, Middlesex County, Massachusetts	311100
Census Tract 3112, Middlesex County, Massachusetts	311200
Census Tract 3117, Middlesex County, Massachusetts	311700
Census Tract 3118, Middlesex County, Massachusetts	311800
Census Tract 3119, Middlesex County, Massachusetts	311900
Census Tract 3120, Middlesex County, Massachusetts	312000
Census Tract 3124, Middlesex County, Massachusetts	312400

Questions?

If you have additional questions regarding types of Marijuana Establishments, please contact the Commission at CannabisCommission@State.MA.US or (617) 701-8400.

City of Springfield, Massachusetts

