HOUSE DOCKET, NO. 1492 FILED ON: 2/8/2021

HOUSE . . . . . No. 151

The Commonwealth of Massachusetts

PRESENTED BY:

Danielle W. Gregoire

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to host community agreements.

PETITION OF:

NAME:	DISTRICT/ADDRESS:	DATE ADDED:
Danielle W. Gregoire	*4th Middlesex*	*2/8/2021*
Richard M. Haggerty	*30th Middlesex*	*2/24/2021*
Sarah K. Peake	*4th Barnstable*	*2/24/2021*
Kate Lipper-Garabedian	*32nd Middlesex*	*2/26/2021*

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HOUSE . . . . . No. 151

By Miss Gregoire of Marlborough, a petition (accompanied by bill, House, No. 151) of Danielle W. Gregoire and others relative to host community agreements. Cannabis Policy.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-Second General Court
(2021-2022)

An Act relative to host community agreements.

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

SECTION 1. Section 3 of chapter 94G of the General Laws, as appearing in the 2018 Official Edition, is hereby amended by striking out subsection (d) and inserting in place thereof the following subsection:-

(d) (1) A marijuana establishment or a medical marijuana treatment center, as defined in section 1 of chapter 94I, seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to, all stipulations of responsibilities between the host community and the marijuana establishment or medical marijuana treatment center.

(2) An agreement between a marijuana retailer or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, however, that the community impact fee shall be reasonably related to the costs imposed upon the municipality by the operation of the marijuana retailer or medical marijuana treatment center and shall not amount to more than 3 per cent of the gross sales of the marijuana retailer or medical marijuana treatment center or be effective or renewed for longer than one 5 year term; provided, however, that the 5 years shall commence on the date the marijuana retailer or medical marijuana treatment center commences operation of business. The community impact fee shall encompass all payments and obligations, including, but not limited to, monetary payments, in kind contributions and charitable contributions by the marijuana establishment or medical marijuana treatment center to the municipality or any other organization pursuant to negotiations with the host community. Any other contractual financial obligation that is explicitly or implicitly a factor considered in or is a condition of an agreement shall not be enforceable; provided, however, that nothing shall preclude, nor require, a marijuana establishment or a medical marijuana treatment center from voluntarily providing organizations with in-kind contributions and charitable contributions after the execution of the host agreement.

(3) Terms and conditions related to the community impact fee shall be severable. If a term or condition related to the community impact fee is invalidated by the commission, all remaining provisions of the agreement shall remain in full force and effect. No applicant, licensee, or holder of a provisional or final certificate of registration shall be denied a license, registration, renewal thereof by the commission on the sole basis of an agreement containing an invalid term or condition related to the community impact fee.

(4) An agreement required by this subsection may be waived at the discretion of the host community with approval of the commission; provided, however, that the host community submits to the commission a written waiver executed by the host community and the marijuana establishment or medical marijuana treatment center.

(5) Any cost to a city or town imposed by the operation of a marijuana establishment or medical marijuana treatment center shall be documented and considered a public record as defined by clause Twenty-sixth of section 7 of chapter 4.

(6) The commission shall promulgate regulations necessary to carry out the provisions of this subsection.

SECTION 2. Subsection (a) of section 4 of said chapter 94G, as so appearing, is hereby amended by striking out clauses (xxvii) and (xxviii) and inserting in place thereof the following 3 clauses:-

(xxvii) monitor any federal activity regarding marijuana;

(xxviii) adopt, amend or repeal regulations for the implementation, administration and enforcement of this chapter; and

(xxix) review, regulate and enforce all host community agreements pursuant to section 3.

SECTION 3. Subsection (a 1/2) of said section 4 of said chapter 94G, as so appearing, is hereby amended by striking out clauses (xxxiii) and (xxxiv) and inserting in place thereof the following 3 clauses:-

(xxxiii) requirements that prohibit marijuana product manufacturers from altering or utilizing commercially-manufactured food products when manufacturing marijuana products unless the food product was commercially manufactured specifically for use by the marijuana product manufacturer to infuse with marijuana; provided, however, that a commercially-manufactured food product may be used as an ingredient in a marijuana product if: (i) it is used in a way that renders it unrecognizable as the commercial food product in the marijuana product; and (ii) there is no statement or advertisement indicating that the marijuana product contains the commercially-manufactured food product;

(xxxiv) energy and environmental standards for licensure and licensure renewal of marijuana establishments licensed as a marijuana cultivator or marijuana product manufacturer; and

(xxxv) requirements and procedures for host community agreements, including without limitation criteria for calculating community impact fees, consistent with subsection (d) of section 3.