



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281931
Original Issued Date: 09/14/2020
Issued Date: 09/14/2020
Expiration Date: 09/14/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: E and J Supply, LLC

Phone Number: 413-657-7886
Email Address: jnevins9354@gmail.com

Business Address 1: 401 Mill Valley Road
Business City: Belchertown Business State: MA Business Zip Code: 01007
Business Address 2:
Mailing Address 1: 150 Lawndale Street
Mailing City: Chicopee Mailing State: MA Mailing Zip Code: 01013
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 40 Percentage Of Control: 50
Role: Owner / Partner Other Role:

First Name: Justin Last Name: Nevins Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 40 Percentage Of Control: 50
Role: Owner / Partner Other Role:
First Name: Emory Last Name: Snell Suffix: III
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 5 Percentage Of Control:
Role: Other (specify) Other Role: Investor
First Name: Delilah Last Name: Kennedy Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian), American Indian or Alaska Native
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 5 Percentage Of Control:
Role: Other (specify) Other Role: Investor
First Name: Kathy Last Name: Nevins Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 10 Percentage Of Control:
Role: Other (specify) Other Role: Investor
First Name: David Last Name: Willard Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Justin Last Name: Nevins Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$40000 Percentage of Initial Capital: 35

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Delilah Last Name: Kennedy Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 17.5

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Kathleen Last Name: Nevins Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$34000 Percentage of Initial Capital: 30

Capital Attestation: Yes

Individual Contributing Capital 4

First Name: David Last Name: Willard Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 17.5

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 401 Mill Valley Road

Establishment Address 2:

Establishment City: Belchertown Establishment Zip Code: 01007

Approximate square footage of the Establishment: 6574 How many abutters does this property have?: 4

Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	DOC_20191002113614.PDF	pdf	5d94c410c99740160131cc3e	10/02/2019
Certification of Host Community Agreement	DOC_20191010115903.PDF	pdf	5d9f556c6eb01d1b28fb0f6b	10/10/2019
Plan to Remain Compliant with Local Zoning	Compliance with zoning.pdf	pdf	5d9f61d86eb01d1b28fb0fdc	10/10/2019
Community Outreach Meeting Documentation	Com_. Outreach Certification.pdf	pdf	5eeb2d77c6c85217ea376b72	06/18/2020

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan E J Supply.pdf	pdf	5eeb2ba92d9da4181de9fa7d	06/18/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager Other Role:
First Name: Justin Last Name: Nevins Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 2

Role: Manager Other Role:
First Name: Emory Last Name: Snell Suffix: III
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 3

Role: Owner / Partner Other Role:
First Name: Kathleen Last Name: Nevins Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Owner / Partner Other Role:
First Name: David Last Name: Willard Suffix:
RMD Association: Not associated with an RMD
Background Question: yes

Individual Background Information 5

Role: Owner / Partner Other Role:
First Name: Delilah Last Name: Kennedy Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	E and J Supply LLC - MA - Initial	pdf	5c4f1d8bedbb73122a61358d	01/28/2019

Filing.pdf				
Department of Revenue - Certificate of Good standing	DOC_20191010122655.PDF	pdf	5d9f5c0f4e842f1b123bcb73	10/10/2019
Secretary of Commonwealth - Certificate of Good Standing	DOC_20191010122649.PDF	pdf	5d9f5c18b107e415ca911272	10/10/2019
Bylaws	Operating Agreement CCC app.pdf	pdf	5d9f5da6bc90861af114cfd	10/10/2019

No documents uploaded

Massachusetts Business Identification Number: 001333086

Doing-Business-As Name: E and J Supply, LLC

DBA Registration City: Chicopee

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	InsuranceProof.pdf	pdf	5d813fb77e918b22a66c19b4	09/17/2019
Business Plan	BusinessPlan.pdf	pdf	5dae30feba9d562b3e031051	10/21/2019
Proposed Timeline	Timeline.pdf	pdf	5ef111da6dc9337ae20f370d	06/22/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Diverted Marijuana .pdf	pdf	5d8100678906c11df69cbedd	09/17/2019
Storage of marijuana	Storage of marijuana.pdf	pdf	5d81025c7e918b22a66c1885	09/17/2019
Transportation of marijuana	Transportation of marijuana.pdf	pdf	5d81032d32375f1de7f7036a	09/17/2019
Inventory procedures	Inventory procedures.pdf	pdf	5d8103f73aff472290ba1ddf	09/17/2019
Record Keeping procedures	Record Keeping procedures.pdf	pdf	5d8107113567ed1db89e3b68	09/17/2019
Maintaining of financial records	Maintaining of financial records.pdf	pdf	5d810865629a272281d334b1	09/17/2019
Qualifications and training	Qualifications and training.pdf	pdf	5eeb2c6c2989d72512a77037	06/18/2020
Quality control and testing	Quality control and testing.pdf	pdf	5eeb2c6d2d9da4181de9fa83	06/18/2020
Personnel policies including background checks	Personnel policies including background checks.pdf	pdf	5eeb2c6ef5e90617d832e375	06/18/2020
Policies and Procedures for cultivating.	Policies and procedures for cultivating.pdf	pdf	5eeb2c6f9a439417df7e757a	06/18/2020
Security plan	Security plan.pdf	pdf	5eeb2c81c6c85217ea376b6c	06/18/2020
Restricting Access to age 21 and older	Restricting Access to age 21 and older.pdf	pdf	5ef11200b9c15e6c26b8de69	06/22/2020
Diversity plan	Diversity Plan.pdf	pdf	5ef112016dc9337ae20f3711	06/22/2020

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101(1)(b)(1) or 935 CMR 500.101(2)(c)(1) have been omitted by the applicant from any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

I certify that any entities who are required to be listed by the regulations above do not include any omitted individuals, who by themselves, would be required to be listed individually in any marijuana establishment application(s) for licensure submitted to the Cannabis Control Commission.: I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.:

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.:

I certify that all information contained within this renewal application is complete and true.:

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

BOHNET, ROMANI & FARRINGTON, P.A.

ATTORNEYS AT LAW

JEFFERY S. BOHNET*
BERNARD J. ROMANI III
GEOFFREY R. FARRINGTON*

16 KING STREET
PALMER, MASSACHUSETTS 01069
(413) 283-6455
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WWW.BOHNET-ROMANI.COM

*ALSO ADMITTED IN CT

October 2, 2019

Via electronic Application of Intent submission
Cannabis Control Commission

Re: E and J Supply, LLC
Request for Waiver of 935 CMR 500.101(1)(a)(9)

Dear Sir/Madam:

On behalf of E and J Supply, LLC, please allow this correspondence to serve as a request for waiver, pursuant to 935 CMR 500.700. Specifically, the applicant requests a waiver of the provision that the Community Outreach Meeting be conducted within six months of the submission of the application to the Cannabis Control Commission, pursuant to 935 CMR 500.101(1)(a)(9).

In support hereof, the applicant avers that it held a properly-noticed Community Outreach Meeting on February 12, 2019. A draft Host Community Agreement was sent to the Town of Belchertown on April 16, 2019. The Town did not respond with changes to the draft until June 17, 2019, due to staffing shortages. The Town finally approved the Agreement on July 8, 2019 at a Board of Selectmen meeting, which was the second meeting that the Selectmen considered the Agreement. Nearly three months passed between the applicant's submission of the Host Agreement and the Town's approval. The delay in approval was mostly due to staffing shortages due to vacations in the Town Administrator's office.

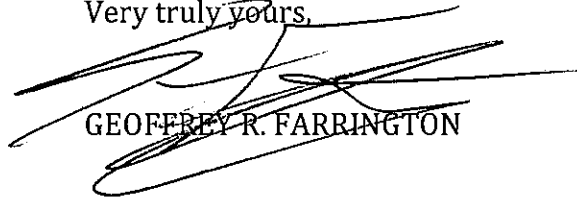
Furthermore, the Belchertown Planning Board held two public meetings regarding the applicant's application to the Town for a Special Permit to operate the marijuana cultivation facility. The meetings were held on August 13th and August 27th. After the applicable appeals period, the Special Permit was issued on September 20, 2019.

In order for the applicant to have another Community Outreach Meeting, it would be an undue hardship because they would need to spend additional money on the meeting space, newspaper advertisement, and time for presentation. The applicant is planning a small cultivation business, and must remain very frugal with the funds they have raised for the endeavor. It may also further delay their ability to submit their application to the CCC.

The noncompliance with the regulation would not jeopardize the health or safety of any patient or the public. Including the Community Outreach Meeting, members of the public have had five opportunities to attend and participate in public meetings about the cultivation facility. All such meetings have been publicly-noticed meetings. The most recent meeting was August 27, 2019. Five public meetings should be considered a compensating feature and the applicant would request the CCC accept it as such.

Therefore, the applicant requests that the provisions of 935 CMR 500.101(1)(a)(9) be waived to the extent that the Community Outreach meeting need not be conducted within six months of the application.

Very truly yours,



GEOFFREY R. FARRINGTON

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).


Applicant

I, Justin Nevins, (insert name) certify as an authorized representative of Eand Supply, LLC (insert name of applicant) that the applicant has executed a host community agreement with Town of Belcher town (insert name of host community) pursuant to G.L.c. 94G § 3(d) on July 8, 2019 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, GARY L. BRUGHAM, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Belcher town (insert name of host community) to certify that the applicant and Belcher town (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 8, 2019 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

E and J Supply LLC

Compliance with Local Zoning

401 MILL VALLEY ROAD BELCHERTOWN, MA 01007
WRITTEN BY JUSTIN NEVINS

Compliance with Belchertown Local Zoning Requirements

- a. **The business would not be detrimental to the established or future character of the Town and the neighborhood for several reasons.** First, the business will not alter the exterior of the building or the property in any significant manner. In fact, without prior knowledge of the operation, most passersby's will not be aware of the operation's existence. Second, the operation will not be a retail outlet for the sale of marijuana to the general public. The operation will be akin to a small manufacturing facility that distributes its products to other businesses only. Third, the traffic and pedestrian impact is expected to be minimal, and will be practicably unrecognizable to any other business or home in the general neighborhood.
- b. **The operation of the business would not nullify or substantially derogate from the intent or purpose of the zoning district in which the operation would be located.** The establishment would be located in a General Business (B-2) zoning district in the Town of Belchertown. According to Belchertown Zoning Bylaw Article XIII, §145-8(c)(2), the intent and characteristic of said district "are areas suitable for concentrated commercial use and serve areas larger than the immediate neighborhood." The proposed operation is in fact a concentrated commercial establishment that would serve an area larger than the immediate neighborhood. The proposed operation fits squarely within the definition of the zoning district.
- c. **The operation of the business would be in harmony with the general intent and purpose of Chapter 145 in general and Chapter 145-69 of the Zoning Bylaws.** There are conditions, safeguards and limitations on time and use of the operation already built into the regulations promulgated by the Massachusetts Cannabis Control Commission.
- d. **The operation will be compliant with Host Community Agreement and Special Permit.** The operation has agreed to certain requirements established in the Host Community Agreement dated July 8, 2019 and requirements established under the Special Permit for a Non-Medical Marijuana Establishment approved August 27, 2019. The operation will be fully compliant with all requirements and Member, Justin Nevins, will be responsible for ensuring compliance.

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).

I, Justin Nevins, (insert name) attest as an authorized representative of Eand S Supply, LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on February 12, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on January 31, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on January 28, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on January 28, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

PUBLIC NOTICES

Town of Granby Board of Health Public Hearing

Notice is hereby given that a Public Hearing will be held at 297 East State Street, Granby Free Public Library, Community Room on Tuesday, February 19, 2019 at 6:30 p.m. to review and hear comments relative to a proposed Board of Health Regulation entitled Land Application and Storage of Sludge. Proposed policies in the draft regulation include, but are not limited to, the following:

- Land application and storage of sludge and septage is prohibited in the Town of Granby

Any person interested in, or wishing to be heard on this matter, should appear at the time and place designated for the public hearing.

The Board of Health intends to conduct a public meeting following said hearing as time permits. A copy of the proposed regulation is available at the Granby Health Department at 215B West State Street during normal business hours.

1/31, 2/07/19



Please check the accuracy of your legal notice prior to submission (i.e., date, time, spelling). Also, be sure the requested publication date coincides with the purpose of the notice, or as the law demands. Thank you.

COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 12, 2019 at 5:30 p.m. at 41 Pelham Road, Belchertown, Massachusetts 01007. The proposed Marijuana Cultivator (Tier 2) is anticipated to be located at 401 Mill Valley Road, Belchertown, Massachusetts 01007. There will be an opportunity for the public to ask questions.

1/31/19

OBITUARY

The Sentinel OBITUARY POLICY

Turley Publications offers two types of obituaries.

One is a free, brief Death Notice listing the name of deceased, date of death and funeral date and place.

The other is a Paid Obituary, costing \$120, which allows families to publish extended death notice information of their own choice and may include a photograph. Death Notices & Paid Obituaries should be

submitted through a funeral home to: obits@turley.com.

Exceptions will be made only when the family provides a death certificate and must be pre-paid.

Christopher M. Higgins, Jr.

BELCHERTOWN — Christopher Mark Higgins Jr. passed away on Jan. 19, 2019 at Baystate Medical Center after a short illness. Chris was born and raised in Belchertown to Christopher Higgins and the late Marilyn Higgins.

He graduated from Belchertown High School where he was on the swim and tennis teams and was a member of the band. He received his bachelor's degree from Southern New Hampshire University.

He is survived by his father, Christopher Higgins, his sister Katharine Higgins-Shea, brother-in-law Christopher Shea, niece Ava Shea and nephew Ryan Shea, all of Belchertown. He is also survived by his maternal grandmother Lucille Williams and husband Robert of Greenville, SC, aunt Joan Daly and husband Patrick of Stowe, PA, aunt Susan Higgins and wife Kristina of Melrose, aunt Mary Jane Higgins of Brighton, uncle Timothy Higgins and wife Diane of Southborough, aunt Amy Tull and husband David of Plymouth, and 12 cousins. Besides his mother, he was predeceased by his stepmother, Suzanne O'Hare.

Chris worked for approximately 14 years for the Belchertown Public Schools, most recently at Swift River Elementary School. He loved his colleagues and coworkers and the daily interactions with the students. As a 5-year-old child, sitting on his dad's lap, he heard the news

that Robert Ballard had found the wreck of the Titanic. There and then was a born his lifetime passion, the love of history and the books that described the events and personalities. Chris was a lifelong learner and reader, and enjoyed researching historical topics at his local libraries which he would refer to only by their abbreviated name (the Forbes, the Jones, and his hometown library, the Clapp). His family estimates that he donated approximately 2,000 books to his hometown library, after he, of course, was able to fully enjoy the books himself.

Chris would often add historical information and context to everyday events and conversations without picking up a book or looking at a computer. This summer when seeing his nephew wearing an England World Cup jersey, Chris provided a "mini lecture" on how the three lions of England became their symbol.

Chris loved British comedies and historical documentaries, watching the Animal Planet programs, homemade macaroni and cheese, and he savored his morning cup (or two) of coffee.

There will be a Celebration of Chris' life on Feb. 16 at 1:30 a.m. at Beers and Story Funeral Home in Belchertown. A calling hour will precede the service from 10:30 to 11:30 a.m. In lieu of flowers, donations can be made in Chris' memory to the Clapp Memorial Library, P.O. Box 627, 19 South Main Street, Belchertown, MA 01007-0627.



Cemetery Memorials & Markers
Granite Benches

Handwritten signature: H. Higgins

Handwritten signature: Christopher M. Higgins, Jr.

BOHNET, ROMANI & FARRINGTON, P.A.
ATTORNEYS AT LAW

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PALMER, MASSACHUSETTS 01069
(413) 283-6455
FAX (413) 283-6758
WWW.BOHNET-ROMANI.COM

*ALSO ADMITTED IN CT

JANUARY 28, 2019

Town of Belchertown
2 Jabish St., Room 201
P.O. Box 629
Belchertown, MA 01007
Attn: Town Clerk's Office

Re: Notice of Community Outreach Meeting
E & J Supply, LLC
Location: 401 Mill Valley Road, Belchertown, MA 01007

Dear Sir/Madam:

Enclosed for filing please find the attached Notice of Community Outreach Meeting (Exhibit A). Said Notice is being sent to you for filing, pursuant to 935 CMR 500 and the Massachusetts Cannabis Control Commission's Guidance for Applicants on Community Outreach.

Please do not hesitate to contact me with any questions.

Very truly yours,



GEOFFREY R. FARRINGTON

enclosure

EXHIBIT A

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 12, 2019 at 5:30 p.m. at 41 Pelham Road, Belchertown, Massachusetts 01007. The proposed Marijuana Cultivator (Tier 2) is anticipated to be located at 401 Mill Valley Road, Belchertown, Massachusetts 01007. There will be an opportunity for the public to ask questions.

BOHNET, ROMANI & FARRINGTON, P.A.
ATTORNEYS AT LAW

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*ALSO ADMITTED IN CT

JANUARY 28, 2019

Town of Belchertown
Planning Board
P.O. Box 670
Belchertown, MA 01007
Attn: Doug Albertson

**Re: Notice of Community Outreach Meeting
E & J Supply, LLC
Location: 401 Mill Valley Road, Belchertown, MA 01007**

Dear Mr. Albertson:

Enclosed for filing please find the attached Notice of Community Outreach Meeting (Exhibit A). Said Notice is being sent to you for filing, pursuant to 935 CMR 500 and the Massachusetts Cannabis Control Commission's Guidance for Applicants on Community Outreach.

Please do not hesitate to contact me with any questions.

Very truly yours,



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*ALSO ADMITTED IN CT

JANUARY 28, 2019

Town of Belchertown
Board of Selectmen
P.O. Box 670
Belchertown, MA 01007

Re: Notice of Community Outreach Meeting
E & J Supply, LLC
Location: 401 Mill Valley Road, Belchertown, MA 01007

Dear Board Members:

Enclosed for filing please find the attached Notice of Community Outreach Meeting (Exhibit A). Said Notice is being sent to you for filing, pursuant to 935 CMR 500 and the Massachusetts Cannabis Control Commission's Guidance for Applicants on Community Outreach.

Please do not hesitate to contact me with any questions.

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(413) 283-6455
FAX (413) 283-6758
WWW.BOHNET-ROMANI.COM

*ALSO ADMITTED IN CT

January 28, 2019

Re: Notice of Community Outreach Meeting
E & J Supply, LLC
Location: 401 Mill Valley Road, Belchertown, MA 01007
NOTICE TO ABUTTERS

Dear Sir/Madam:

Enclosed please find the attached Notice of Community Outreach Meeting (Exhibit A). Said Notice is being sent to you, pursuant to 935 CMR 500 and the Massachusetts Cannabis Control Commission's Guidance for Applicants on Community Outreach.

Very truly yours,


GEOFFREY R. FARRINGTON

enclosure

EXHIBIT A

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 12, 2019 at 5:30 p.m. at 41 Pelham Road, Belchertown, Massachusetts 01007. The proposed Marijuana Cultivator (Tier 2) is anticipated to be located at 401 Mill Valley Road, Belchertown, Massachusetts 01007. There will be an opportunity for the public to ask questions.

Positive Impact Plan for E & J Supply, LLC.

Introduction

Our Positive Impact Plan is designed to benefit Massachusetts residents who have past drug convictions. This plan discusses the goal of our plan, programs we will implement to accomplish our goal, and the metrics we will use to assess the progress or success of our goal.

The plan will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

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

This plan is in addition to and does not include any goals or programs considered legal requirements under the Commission's other regulations, state or federal law, or any contractual agreement such as our Community Host Agreement.

Goal

Reducing Barriers to Employment in our Industry: We believe providing job opportunities to Massachusetts residents who have past drug convictions is the best way for us to make a positive impact on disproportionately harmed people. The goal is to hire a minimum of 33% of our staff that are Massachusetts residents who have past drug convictions.

Program

To accomplish our goal of hiring a minimum of 33% of our staff that are Massachusetts residents who have past drug convictions, we will post monthly advertisements on the job-search website, Indeed.com, stating that we are specifically looking to hire Massachusetts residents who have past drug convictions. We will do so when our company is in need of hiring employees.

Measurement metrics will be reviewed monthly to ensure that our program is enabling us to meet our goal. If the measurement metrics we use to measure the success of our program reveal that we are not succeeding in maintaining a workforce comprised of a minimum of 33% of employees who are Massachusetts residents with past drug convictions, we will locate and reach out to additional appropriate sources to aid us in locating candidates for employment who are Massachusetts residents with past drug convictions. To accomplish that end, we will plan to work with the Massachusetts Parole Board Inmate Reentry Center which is located in Springfield, Massachusetts to assist us in identifying potential applicants for the available employment.

Measurements

To measure the success of our program, we will count the number of individuals hired who have past drug convictions. This number will be assessed from the total number of individuals hired to ensure that a minimum of 33% of all individuals hired are Massachusetts residents with past drug convictions.

In order to track the success of our program, we will create a computer database containing information on all of our employees. This database will include the following information for each employee:

1. name;
2. drug conviction status;
3. the date of hire;
4. source the employee was hired from; and
5. end date of employment (if applicable).

This database will be reviewed on a yearly basis to assess the total number of individuals currently employed to ensure that a minimum of 33% of our staff are Massachusetts residents with past drug convictions. We will use the information from this database, excluding personal identifying information, to generate an annual report regarding the progress or success of our plan to present upon renewal of our license.

Conclusion

In conclusion, our goal is to have a positive impact on disproportionately harmed people by hiring a minimum of 33% of our staff that are Massachusetts residents with past drug convictions. We will establish a program of posting advertisements on Indeed.com seeking employment candidates who are Massachusetts residents with past drug convictions, and we will use a computer-based database to monitor the progress or success of our plan. Adjustments to the plan will be made as needed based on a yearly analysis of the data contained in the database. The goal of 33% may be increased as our small company grows, and we will evaluate whether we have the ability to add additional goals and programs for attaining those goals. An official report, based on this data, will be generated annually and will be presented upon the renewal of our license.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001333086

1. The exact name of the limited liability company is: E AND J SUPPLY LLC

2a. Location of its principal office:

No. and Street: 150 LAWNDAL ST
 City or Town: CHICOPEE State: MA Zip: 01013 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 150 LAWNDAL ST
 City or Town: CHICOPEE State: MA Zip: 01013 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

SUPPLYING OUR CUSTOMERS WITH GOODS THAT WE SOURCE FOR THEM.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: NORTHWEST REGISTERED AGENT SERVICE INC.
 No. and Street: 82 WENDELL AVE
STE 100
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

I, TOM GLOVER OF NORTHWEST REGISTERED AGENT SERVICE, INC. resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	JUSTIN NEVINS	150 LAWNDAL ST

		CHICOPEE, MA 01013 USA
SOC SIGNATORY	EMORY SNELL	150 LAWNDAL ST CHICOPEE, MA 01013 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of June, 2018,
MORGAN NOBLE
(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

June 19, 2018 10:14 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: LI124619136
Notice Date: April 23, 2019
Case ID: 0-000-586-195



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



E AND J SUPPLY LLC
150 LAWDALE ST
CHICOPEE MA 01013-2105

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, E AND J SUPPLY LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

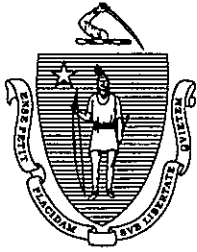
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

April 8, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

E AND J SUPPLY LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 19, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JUSTIN NEVINS, EMORY SNELL**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

E and J Supply LLC

A MULTIPLE MEMBER MANAGED LIMITED LIABILITY COMPANY

ARTICLE I

Company Formation

- 1.1 **FORMATION.** The Members have formed a Limited Liability Company ("Company") according to the provisions of state law in the state in which it was formed. This operating agreement is entered into and becomes effective as of its adoption by the Members.
- 1.2 **REGISTERED OFFICE AND AGENT.** The location and name of the registered agent will be as stated in the Company's formation documents.
- 1.3 **TERM.** The Company will continue perpetually, unless:
- (a) Members whose capital interest exceeds 50 percent vote for dissolution; or
 - (b) An event occurs which causes the Company's business to become unlawful; or
 - (c) Any other event occurs, causing the Company's dissolution under applicable state laws.
- 1.4 **CONTINUANCE OF COMPANY.** In the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), the remaining Member(s) have the right to continue the business of the Company.
- 1.5 **BUSINESS PURPOSE.** The Company may conduct any and all lawful business appropriate in carrying out the Company's objectives.
- 1.6 **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be as stated in the Company's formation documents or as selected by the Members.

- 1.7 **THE MEMBERS.** Members are the owners of the Company. The names and residential addresses of each member are listed in the Certification of Members section of this agreement.
- 1.8 **ADMISSION OF ADDITIONAL MEMBERS.** Additional Members may be admitted to the Company through issuance of a new interest in the Company with the unanimous written consent of the Members.

ARTICLE II

Capital Contributions

- 2.1 **INITIAL CONTRIBUTIONS.** The Members will contribute the Company's initial capital and the Company will record the amount each contributed.
- 2.2 **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member is obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

- 3.1 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses will be determined on an annual basis. Profits and losses will be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as amended in accordance with Treasury Regulation 1.704-1.
- 3.2 **DISTRIBUTIONS.** The Members may determine and distribute available funds annually or at more frequent intervals. "Available funds" means the Company's net cash after appropriate provision for expenses and liabilities, as determined by the Members. Distributions in liquidation of the Company or in liquidation of a Member's interest must be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member has a negative capital account balance, there will be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

- 4.1 **MANAGEMENT OF THE BUSINESS.** The management of the Company's business is vested in the Members. The Members will appoint one Chief Executive Member. The Chief Executive Member is the Member has primary responsibility for the operations of the business.
- 4.2 **MEMBERS.** The liability of the Members is limited pursuant to applicable state law. Members may take part in the control, management, direction, or operation of the Company's affairs and have the power to bind the Company. Legally binding agreements must be signed by all Members unless the Members grant one specific Member authority to sign the binding agreement.
- (a) Any decision that involves a sale of the business, a loan, or the acquisition of another company, must have the unanimous consent of all Members.
- (b) The Chief Executive Member is responsible for daily decision making and management of the Company, but any Member may make decisions in performing his or her duties.
- (c) If a Member disagrees with the Chief Executive Member's decision or proposed decision, the Member may call a vote to decide the course of action. A simple majority vote is necessary to take an action on behalf of the Company. The votes must be recorded in writing.
- 4.3 **POWERS OF MEMBERS.** The Members are authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development, lease or other disposition of the Company's assets; (b) the purchase or acquisition of other assets; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the Company's business. In the exercise of their management powers, the Members are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements

and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs.

4.4 DUTIES OF MEMBERS. Each Member must have a duty as set forth in ATTACHMENT 1 to this agreement.

(a) If a Member fails at his or her duties for a period of 120 consecutive days, the Member will lose his or her Membership interest. The start date of the failure must be documented.

(b) If a Member fails to do his or her duties for one hundred twenty (120) days out of any two hundred thirty nine (239) day period, the Member will lose their Membership interest in accordance with this article. The dates of failure in question must be documented.

(c) If a Member disputes the completion of another Member's duties and is attempting to take over that Members interest, he or she must do so in writing by certified delivery to the Members residential address as listed in ATTACHMENT 2. If certified delivery is not available, hand delivery by a third party is acceptable.

(d) If a Member receives a compliant as described above, the Member must fulfill his or her established duties within fourteen (14) days.

(e) If there is dispute as to what any Member's duties are or if those duties are being fulfilled; and the Members have gone through the dispute process outlined in section (a) through (d) of this article, the Members agree to enter into binding mediation or arbitration to decide if the Member's duties are being performed in compliance with the agreed duties as outlined in ATTACHMENT 1 of this Agreement. If the Members fail to reach an agreement through arbitration or mediation, the Members in dispute agree to file a complaint in the appropriate Court to procure a decision as to the fulfillment of Members' duties. Upon a decision by the Court that a Member has failed to meet his or her duties, the Member will lose and assign his or her Membership interest to the other remaining Member(s). The assignment of the non-compliant Member's membership interest will establish a debt owed by the Company in accordance with ARTICLE 7.

(f) The value of the non-compliant Member's interest being transferred and assigned to the remaining Member(s) must be determined before the transfer can be completed. During the course of the transfer, the non-compliant Member will maintain complete powers of membership in the Company.

(g) In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties.

- 4.5 **DISPUTES OF MEMBERS.** Disputes among Members will be decided by a majority vote. A Member has votes according to that Member's percent of ownership interest. (Example: 11% ownership equals 11 votes.) A majority vote is necessary for an action to take place.
- 4.6 **CHIEF EXECUTIVE MEMBER.** The Chief Executive Member has primary responsibility for managing the operations of the Company and carrying out the decisions of the Members.
- 4.7 **NOMINEE.** Title to the Company's assets will be held in the Company's name or in the name of any nominee designated by the Members. The Members have power to enter into a nominee agreement with any person, and that agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.
- 4.8 **COMPANY INFORMATION.** The Chief Executive Member must supply information regarding the Company or its activities to any requesting Member. Each Member or the Member's authorized representative may access, inspect, and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities. The requesting Member is responsible for any expenses incurred in accessing, inspecting, or copying Company information.
- 4.9 **EXCULPATION.** Any act or omission by the Members which causes or results in loss or damage to the Company or the Members, if done in good faith to promote the best interests of the Company, does not subject the Members to any liability to the other Member(s) or the Company.
- 4.10 **INDEMNIFICATION.** The Company will indemnify any person who was or is a party defendant or is threatened to be made a party defendant, in a pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) ~~by reason of the fact that he or she is or was~~ a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or

proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, does not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company and had reasonable cause to believe that his or her conduct was lawful.

4.11 **RECORDS.** The Members must keep the following at the Company's principal place of business or other location:

(a) A current list of the full name and the last known street address of each Member;

(b) Copies of the Company's formation documents, Operating Agreement, and all amendments;

(c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of the Company's financial statements, if any, for the three most recent years.

ARTICLE V

Compensation

5.1 **MANAGEMENT FEE.** Any Member rendering services to the Company is entitled to compensation equal to the value of the services. All Members must unanimously agree upon the value of the services.

5.2 **REIMBURSEMENT.** The Company will reimburse the Members for all direct out-of-pocket expenses incurred by them in managing the Company as unanimously agreed upon by all Members.

ARTICLE VI

Bookkeeping

6.1 **BOOKS.** The Members will maintain complete and accurate accounting of the Company's affairs at the Company's principal place of business or at another location agreed upon by the Members. The Members will choose the method of accounting for bookkeeping purposes. The Company's accounting period will be the calendar year.

6.2 **MEMBER'S ACCOUNTS.** The Members will maintain separate capital and distribution accounts for each Member. Each Member's capital

account will be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and will consist of his or her initial capital contribution increased by:

(a) Any additional capital contribution made by the Member;

(b) Credit balances transferred from the Member's distribution account to his or her capital account;
and decreased by:

(a) Distributions to the Member in reduction of Company capital;

(b) The Member's share of Company losses if charged to his or her capital account.

- 6.3 **REPORTS.** The Members will close the books after the close of each calendar year, and must prepare and send to each Member a statement of that Member's distributive share of income and expenses for income tax reporting purposes.

ARTICLE VII

Transfers

- 7.1 **ASSIGNMENT.** If a Member proposes to sell, assign, or otherwise dispose of all or part of his or her interest in the Company, that Member must comply with the following procedures:

(a) The Member must first make a written offer to the other Member(s) which includes the price. At this point the exiting Member may not make this intention publicly known. The exiting Member may not make the intention to sell publicly known unless the other Members declined or failed to elect such interest within sixty (60) days of the offer. After 60 have passed, the exiting Member may advertise the sale of his or her membership interest as the Member desires.

(b) If a Member has a potential buyer of the member's interest, the other current Member(s) have first option to purchase the exiting Member's interest at the agreed purchase price. If there are more than one current remaining Members, those remaining Members may combine funds to purchase the exiting Member's interest. Current Members have 60 days to buy exiting Members' interest if they so desire. The exiting Member must show that any potential purchaser has full certified funds, or the ability to get full certified funds before the 60 day first right of refusal period starts.

(c) Current Members must unanimously approve the sale of an exiting Member's interest to grant full membership benefits and functionality to the new Member. If the current remaining Members do not unanimously approve the sale, the purchaser or assignee will have no right to participate in the management and affairs of the business or to exercise Member voting rights. The purchaser or assignee is only entitled to the share of the profits or other compensation and the return of contributions to which that Member would otherwise be entitled. The exiting Member must disclose to the potential buyer or assignee if current Members will not approve the sale.

7.2 VALUATION OF EXITING MEMBERS INTEREST. If a Member wants to exit the Company, and does not have a buyer of its membership interest, the exiting Member will assign his or her interest to the current Members according to the following procedures:

(a) A value must be placed upon this membership interest before assigned.

(b) If exiting Member and current Members do not agree on the value of this membership interest, the exiting Member must pay for a certified appraiser to appraise the company's value, and the exiting Members' interest will be assigned a value according to the exiting Members' percentage of ownership.

(c) The current Members must approve the certified appraiser used by exiting Member. Current Members have 30 days to approve the exiting Members certified appraiser. If current Members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to appraise the Company. Current Members may not stall the process by disapproving all certified appraisers.

(d) Upon completion of a certified appraiser placing a value on the Company, a value will be placed on exiting Members' interest according to exiting Members' percentage of membership interest.

(e) If the current Members disagree with the value placed on the exiting Member's interest, the current Member(s) must pay for a certified appraiser to value the Company and exiting Members' interest according to the same terms described in this section.

(f) The current Members' appraisal must be completed within 60 days of the initial appraisal or the right of current Members to dispute the value of the exiting Member's interest expires.

(g) Upon completion of the current Members' appraisal, the exiting Member must approve the value placed on his or her interest. Exiting Member has 30 days to approve this value.

(h) If exiting Member does not approve the current Members' appraised value, the value of the Company will be determined by adding both parties' proposed values, then dividing that figure in half, creating the value of the exiting Member's interest.

7.2 DISTRIBUTION OF EXITING MEMBERS INTEREST. Upon determination of exiting Member's interest value, the value will be a debt of the Company. The exiting Member may (1) demand payment of this debt upon dissolution of the Company; or (2) he or she may receive payment by the following method:

(a) The Company will make timely payments.

(b) The Company will only be required to make payments towards exiting Members' debt if the Company is profitable and passed income to current Members. The Company must make a debt payment to the exiting Member if the Company's income surpassed 50% of the total determined value of the exiting Members' interest in one taxable year. (Example: If exiting Members' value was \$100,000 and current Member(s) received over \$50,000 taxable income in the taxable year, the Company would owe a debt payment to exiting Member. If current Member(s) only received \$40,000 in passed income, there would be no payment due.)

(c) The debt payment must be at least 10% of the value of the income passed to current Company Members.

(e) The Company must make a payment to exiting Member within 60 days of the end of the taxable year for the Company.

(f) Payment schedule will continue until exiting Member's debt is paid by Company.

(g) If the Company dissolves, the exiting Member will be a regular debtor and payment will follow the applicable limited liability company dissolution statutes.

(h) The exiting Members' membership interest as assigned to current Members may NOT accrue interest.

(i) The Company may pay off the amount owed to an exiting Member at any time.

ARTICLE VIII

Bank Account

Account Holder: _____

Bank: _____

- 8.1 **Financial Institution Designation.** The financial institution named above is designated as a depository for the funds of this Company, which may be withdrawn on checks, drafts, advices of debit, notes, or other orders for the payment bearing the signature of an authorized Member or employee of this Company as listed below:

X _____
of

X _____
of

- 8.2 **Terms of Financial Agreement.** The financial institution will accept and pay on, without further inquiry, any checks or debits drawn against any of the Company's accounts. The checks or debits will be honored by the financial institution whether the item has been drawn or endorsed to the order of any authorized officer or employee signing; tendered by the authorized officer or employee for the purpose of cashing or payment; or for deposit to the officer's or employee's personal account. The financial institution will not be required to inquire as to the use of any check or debit signed in accordance with the requirements contained herein.
- 8.3 **Terms of Endorsement.** Any of the Company's authorized Members may execute all checks, drafts, notes and other items payable to or owned by the Company for deposit with the financial institution. The Members are also authorized to endorse any items for collection or discount by the financial institution and to accept drafts and other items payable at the financial institution.
- 8.4 **Authorized Member/Manager Abilities.** The authorized Members may execute other agreements, including, but not limited to, special depository agreements and arrangements concerning the manner, condition, and/or purposes for which the Company's funds, checks,

debits, or items may be deposited, collected, or withdrawn. These other agreements or arrangements may not include terms which are contrary to the provisions in this article.

- 8.5 **Financial Institution Indemnity.** The power granted to the Company's Members will remain in full force and effect until written notice has been delivered and received by the financial institution at each location where an account is maintained. The financial institution will be indemnified and held harmless from any losses suffered or liabilities incurred by continuing to act in accordance with these provisions.

By signing this agreement the Members agree that the persons named above occupy the stated positions corresponding to their signatures and to all of the above provisions.

ARTICLE IX

Dissolution

- 9.1 **DISSOLUTION.** The Members may dissolve the LLC at any time. The Members may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts before distributing cash, assets, and/or initial capital to the Members or the Members' interests. The dissolution may only be ordered by the Members, not by the owner of the Members' interests.

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this
Operating Agreement.

Signed this 16 day of June, 2018.

_____ Signature	Justin Nevins _____ Printed Name
Chief Executive Member <u>50</u> Percent	
	<u>150 Lawndale St</u> Address
	<u>Chicopee, MA 01013</u>
Duties:	

_____ Signature	Emory Snell _____ Printed Name
Member <u>50</u> Percent	
	<u>104 Granville Ave</u> Address
	<u>Chicopee, MA 01013</u>
Duties:	

_____ Signature	_____ Printed Name
Member _____ Percent	
	_____ Address

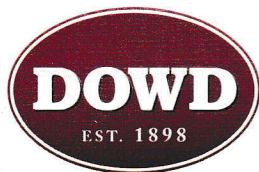
Duties:	

_____ Signature	_____ Printed Name
Member _____ Percent	
	_____ Address

Duties:	

_____ Signature	_____ Printed Name
Member _____ Percent	
	_____ Address

Duties:	



THE DOWD AGENCIES, LLC

INSURANCE • EMPLOYEE BENEFITS

OVER **126** years of EXCELLENCE

April 17, 2019

John E. Dowd, Jr.
AAI, LIA

David W. Griffin, Sr.
CIC, LIA

Robert W. Gilbert, Jr.
CPCU, LIA

Michael G. Rzepka
CPCU

David W. Griffin, Jr.
CIC

Wayne M. Kapinos
LIA

John E. Dowd, III

Nicholas Vautrin
AAI

Mason J. Lebron

Mr. Justin Nevins
E & J Supply, LLC
150 Lawndale Street
Chicopee, MA 01013

Dear Mr. Nevins:

Enclosed you will find your new Commercial General Liability Policy written with the Kinsale Insurance Company. Kindly review the policy to make sure all details are correct and feel free to contact me if you would like to make any changes or corrections.

Also enclosed is a listing of your entire insurance team, which outlines who to contact for claims, service issues, and quotes.

I would also like to make you aware that we are a full service agency offering life insurance, financial services & employee benefits products for all of your business and personal needs.

Please take a moment to visit our web site at www.dowd.com where you will find newsletters, claim reporting information and other on-line customer service options such as requesting changes and certificates of insurance.

Thank you for placing your coverage with the Dowd Insurance Agency.

Sincerely,

Mary Beth Russell
CL Account Manager
413-437-1050
mrussell@dowd.com

Phone: 413-538-7444

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Toll free: 800-542-0131

Enclosure

dowd.com

PRODUCTS-COMPLETED OPERATIONS LIABILITY DECLARATION - CLAIMS MADE

Policy Number: 0100083367-0
 Producer Number: 27804
 Name and Address: N.I.F. Group, Inc. - East Douglas, MA
 183 Davis Street
 East Douglas, MA 01516

NAMED INSURED: E&J Supply LLC
 MAILING ADDRESS: 150 Lawndale St
 Chicopee, MA 01013
 POLICY PERIOD: FROM 03/14/2019 TO 03/14/2020 at 12:01 AM at the address of the named insured as shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
Each Occurrence Limit	\$1,000,000
Products / Completed Operations Aggregate Limit	\$2,000,000

RETROACTIVE DATE	
RETROACTIVE DATE:	03/14/2019 at 12:01AM at the address of the named insured as shown above.
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY" or "PROPERTY DAMAGE" WHICH OCCURS BEFORE THE RETROACTIVE DATE, SHOWN ABOVE.	

DESCRIPTION OF BUSINESS	
DESCRIPTION OF OPERATIONS:	Growing of Marijuana
Business Type:	Limited Liability Co

CLASSIFICATION AND PREMIUM					
CLASS CODE	CLASS DESCRIPTION	BASIS OF PREMIUM	EXPOSURE	RATE	PREMIUM
59773.02	Marijuana Products - Growing, Processing and Cultivating	per \$1,000 Gross Sales	350,000	3.6000	\$1,260

FLAT CHARGE TO EQUAL MINIMUM PREMIUM:	\$3,740
TOTAL PREMIUM (MINIMUM AND DEPOSIT):	\$5,000
COMPANY FEE:	\$150
TOTAL PAYABLE AT INCEPTION:	\$5,150

POLICY SUBJECT TO AUDIT	Y	AUDIT PERIOD:	Annual
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ENDORSEMENTS
Refer to ADF4001, SCHEDULE OF FORMS

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

E and J Supply
Always Organic

Justin Nevins

E and J Supply LLC

EandJSupplyLLC@gmail.com

413-657-7886

Business Plan

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Executive Summary

E and J Supply LLC looks to create a safe and quiet workspace at 401 Mill Valley Road Belchertown, MA for cultivating cannabis. With a small canopy focused on quality of the products over the quantity yielded E and J will keep its overhead low and its demand high. By limiting the amount of people involved in the growing and processing E and J will be able to maintain the quality from harvest to harvest and ensure security practices are being followed. Using steel doors, burglary alarms, an RFID access control system and a comprehensive camera system E and J Supply will secure the building and the canopy from break-ins and unauthorized visitors. Using the security protocols established by E and J Supply LLC will ensure that the building is secure during daily operations and other foreseen situations. Using soil for growing medium and hand watering will ensure E and J's hands-on approach to strive for top quality is met every day. Using soil with organic materials as fertilizer removes the need for additional fertilizers while watering and this will keep any water used by E and J for irrigation chemical free and safe for the environment avoiding the massive water reservoirs filled with chemicals that hydro systems require. Hand watering eliminates water spills do to overwatering and reduces the amount of water overall that the plants will need by carefully regulating their feeding. While being organic is important to E and J Supply LLC we would like to be as green, energy speaking, as we can. To achieve this energy efficiency LED grow lights will be installed instead of the conventional HPS in many locations throughout the canopy. The LEDs operate on about %25 of the electrical use per lumen output as the conventional HPS. By being safe, meticulous and hardworking E and J Supply LLC will supply high quality cannabis to the licensed businesses in the state at very competitive prices.

Highlights

E and J Supply LLC is locally owned, locally funded and run by two local members. E and J Supply LLC is utilizing a low overhead business model where two members are responsible for a bulk of the labor and they profit only if the business does. With a focus on quality over quantity E and J Supply LLC will be able to provide local businesses the highest quality and safest products available.

Objectives

E and J Supply LLC looks to establish a cannabis cultivation site in Belchertown, MA at the 401 Mill Valley Rd location. E and J will be seeking a tier 2 cannabis cultivation

license. The timeline for E and J is expecting to begin operation in the spring of 2020. The building and site will be ready before the winter of 2019.

Mission Statement

E and J Supply's mission is to grow high quality organic cannabis flowers in soil and sell them to dispensaries and other licensed cannabis business throughout the state. Working with a small skilled crew and energy efficient lights E and J Supply will operate with low overhead costs focusing the revenue into expanding our canopy, further improving the existing canopy, building security and local charitable organizations.

Keys to Success

Quality of the product is the most important key to the company's success. It's imperative that the cannabis produced by E and J Supply LLC is some of the best in the state and that it complies with all the testing and tracking required by the state. Customer service and customer relations are also keys to our businesses success and will help E and J establish itself as a premier provider of high-quality cannabis.

Description of Business

E and J Supply LLC is a startup cannabis cultivation company located in Belchertown, MA and was founded by Justin Nevins and Emory Snell in the fall of 2018. E and J will be seeking a tier 2, 10,000 sq. ft, cannabis cultivation license in 2019. The cannabis will be grown in a soil mix using organic materials added to this soil mix to fertilize the plants. Open room canopies and grow tents roughly 10' X 10' will make up the canopy that E and J Supply LLC will construct. The Plants will be hand watered ensuring that they are always moist and that a member of the cultivation team is visually inspecting each of the plants several times a week. Each grow tents or rows of plants in the open room canopies will make the "batching" groups for tracking. These batches will be tracked in the canopy and on the states tracking software. Odor control is important to E and J Supply and will be a top priority. E and J plans on using a carbon filter system to create a negative pressure in the hallway of the rented space ensuring any exhausted air will be free from odor and not create a nuisance to the surrounding homes and businesses. Independent carbon filters will be placed through out the space to eliminate odor before it reaches the hallway space. With these measures in place E and J Supply is confident that the odor generated by the canopy will be removed by the multiple layers of carbon filtering. A comprehensive security system including 2 independently monitored burglary alarm systems with panic buttons and a camera

surveillance system will be installed and used according to the security protocols implemented by E and J Supply LLC. The canopy will be constructed in the 2 cold storage rooms that E and J currently lease at the 401 Mill Valley Rd location in Belchertown, MA. Each of these rooms can be locked and secured independent of each other. These secure canopy rooms will also house the processing and drying areas as well as the secure storage of the product in process and the finished materials. Once the flowers mature and are ready for harvest E and J will separate unusable material from valuable useable material that will be collected in three forms, Buds, Close Trim and Waste. The Buds and Close trim will be stored in the companies safe inside the secure room. The unwanted plant waste will be Recorded, stored and then eventually composted in the company's compost area in the rear of the property in compliance with the CMR 310.16, for the composting, as well as the CMR 935.500, covering the storage, sale and disposal of cannabis bio matter. E and J Supply will stagger lighting schedules lowering the demand on the electrical system as well as allowing the canopy to be worked on 24hrs a day. By staggering the lighting schedules, spreading out harvest times E and J will be able to operate with most of the labor to be executed by Justin, Emory and David. Operating with a small number of personnel increases building and company security. Once the flowers are trimmed, dried, packaged, documented and secured in the safe they will be available for sale to licensed cannabis businesses in Massachusetts and will be delivered to the licensed cannabis businesses physical location by E and J Supply or a licensed cannabis transporter. These deliveries will be staggered and done at different times and different days to provide a randomness to the delivery schedule increasing overall security. Using a low overhead model and competitive prices E and J will establish itself as a favorite supplier of our customers and a favorite of the consumer.

Company Ownership/Legal Entity

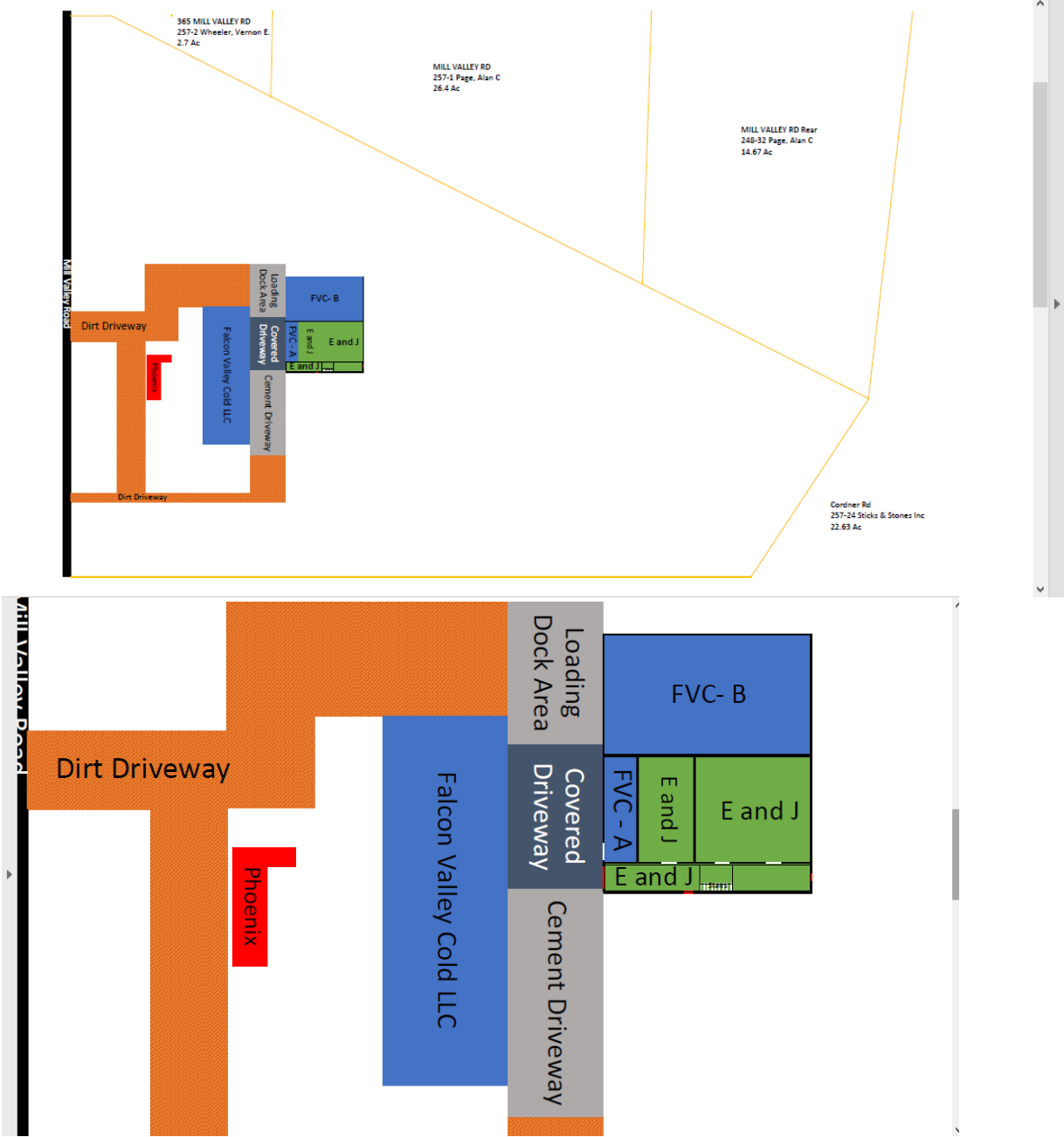
E and J Supply LLC is a Limited Liability Corporation established in 2018. The two principal owners are Massachusetts natives Justin Nevins and Emory Snell III. The three investors are Kathleen Nevins, Delilah Kennedy and David Willard all Massachusetts natives. E and J Supply received a Special Permit from the Town of Belchertown and is applying for a tier 2 cultivation license from the state of Massachusetts.

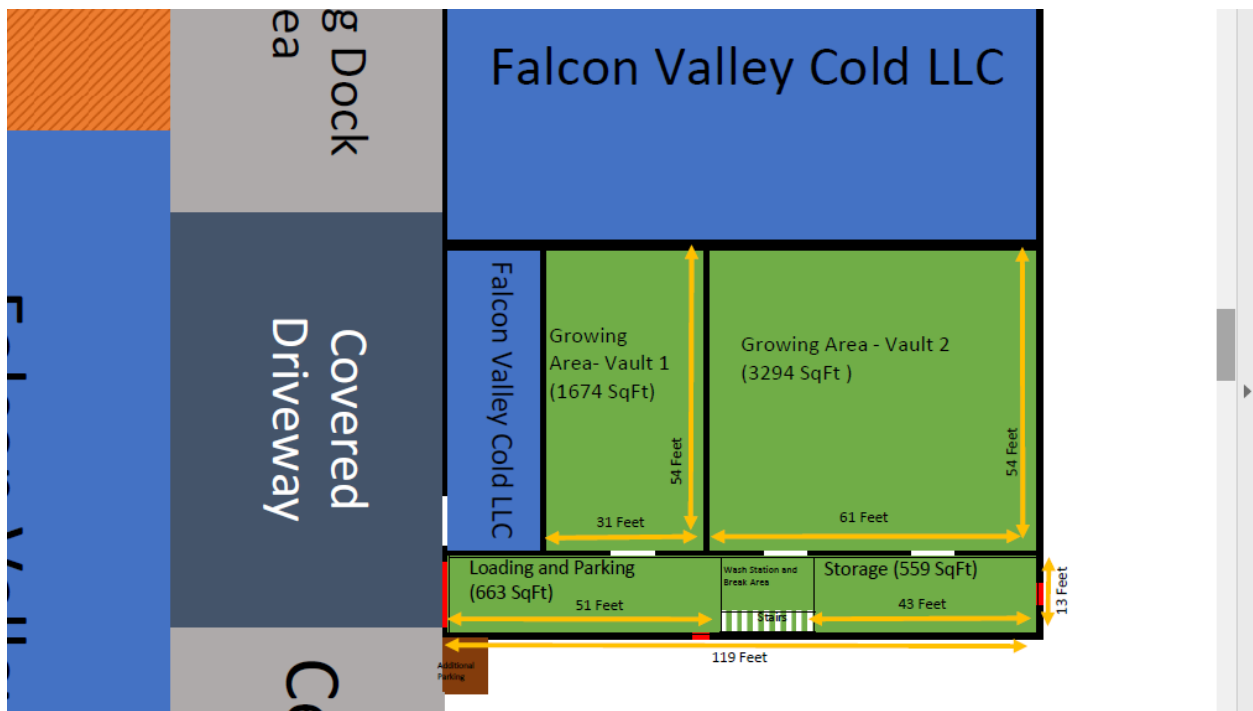
Location

Figure 1 401 Mill Valley Road



Figure 2 Building Layout Main Floor and Mezzanine level





Mezzanine Level



The Location chosen by E and J Supply LLC is a building located on the back of the property of 401 Mill Valley Road Belchertown, MA. The building has several separate spaces one is a single cold storage room with a single independent entrance and is held by another company for storage, this was labeled FVC - A on the above diagram. The space labeled FVC - B is an independent space leased by another company and shares

no egress or other spaces with the space leased by E and J Supply LLC. The space leased by E and J Supply LLC contains a hallway and two cold storage rooms. The Hallway has two single steel door egress points and a large overhead steel door. The hallway has dimensions of 116' X 13' and the west side of the hallway has a large garage style door opening and the opening closest to the woods has a steel door. The second single steel door is located at the bottom of the stairs in the hallway. All of these egress doors are marked in red on the above diagrams. All the doors will be monitored by electronic door contacts on both burglary systems and under surveillance by the camera system 24/7. An access control system will also be implemented for the cold storage rooms that are located off the hallway and will contain the canopy, processing and storage of products. Cold storage room 1 has dimensions of 32' X 56' and Cold storage room 2 has dimensions of 60' X 56'. All the rooms have an insulated sliding door(s) that will be secured electronic security and under 24/7 camera surveillance. These rooms and the hallway are constructed of cinder blocks and the cold storage rooms have a thick layer of foam insulation. The leased space has a total square footage of 6,574 and uses well water with septic system. Bathrooms are in the Falcon Valley Cold building across the cement driveway and right to use has been granted in the lease.

Interior

The inside of the building will be clean and organized with the canopy being installed in cold storage rooms. The secure processing area and will be in one of the cold storage rooms and this will be where all the product is trimmed, dried and packaged. E and J have a large safe and it will also be secured in one of the canopy rooms. The hallways will be broken into three areas the portion nearest the road will be the secure shipping and receiving area with parking for a vehicle. The next portion in the middle will be the breakroom area and contains the stairs to get to the mezzanine. The end of the hall located closest to the woods will be storage of soil, pots, fertilizers and waste. The electronic equipment will be on the mezzanine above the hallway secured behind a locked gate preventing unauthorized access to the security, electrical and camera systems.

Hours of Operation

E and J Supply LLC will receive and ship during the hours the city has laid out in the Host agreement. The canopy will be active 24 hours a day and will need service during varying times.

Products and Services

E and J Supply will be producing high quality cannabis flowers and close trim for sale to licensed cannabis companies in Massachusetts.

Suppliers

E and J Supply LLC currently is working with a few larger companies for supplies and equipment like Amazon and Home Depot. We are also working with some local shops to buy supplies as well. We are always looking for more local vendors and contractors to partner with.

Services

E and J Supply LLC will deliver orders to the physical locations of licensed cannabis businesses or contract with a transportation service to do the same.

Manufacturing

E and J Supply LLC will not be manufacturing anything under this license.

Management

E and J Supply currently consists of five members three of them are the planned labor. Sales, Finance, Compliance and Security will be taken care of by Justin Nevins. The Canopy and Processing will be Emory Snell's departments. E and J Supply LLC will follow all policies and procedures provided by the state or the town. All employees and members will follow the security and safety protocols and policies this will include any security protocols for deliveries, receiving of goods and the procedures for any outside contracted service technicians performing work inside or outside the building.

Start-Up/Acquisition Summary

The Start up of the company happened mid 2018 when Emory and Justin decided that this was a business that they were passionate about stating. With Justin's capital contribution and Emory's contribution of equipment and experience two additional investors were taken on board.

Marketing

E and J will market itself to dispensaries and other cannabis businesses through emails, phone calls as well as in person visits to locations.

Market Analysis

The target market for E and J Supply is the independent dispensary looking to carry a variety of quality products from different suppliers. There will also be an opportunity to supply companies that produce edibles or concentrates.

Market Segmentation

The market has different prices for different quality products much like other similar industries. The better the quality visually and chemically will determine the price that the product is worth. E and J has growth techniques to grow most large high-quality buds while limiting the smaller and lower quality growth. Using these techniques E and J will be able to command a higher price on much of the produced product.

Competition

The state is putting a priority on cultivation facilities in the coming months to insure the products are available for the consumers. This increase of facilities will bring a lot of competition to the marketplace.

Advertising and Promotion

The only advertising will be done on age protected social media accounts.

Strategy and Implementation

The company will begin in Phases and will continue to grow and improve.

Phase 1 - The first canopy will be layout out in the smaller cold storage room and optimized to provide working room and appropriate electrical supply and support. Fans to move air around the canopy will be purchased and placed for optimal air flow. Lights will be hung and optimized for even light distribution. The secure processing room will be set up and the safe secured in this space.

Phase 2 - Clones will be secured and planted in the tents in cold storage room 2. Mother plants will be established to clone from and start additional vegetative plant tents. Feeding and tending to the plants until the first harvest roughly 4 to 5 months. Trim and prepare product for sale. Set up tents or more open grow with new plants for flowering and take more clones to replenish the vegetative tents. Sell the finished product.

Phase 3 – Expand the canopy and fill the initial cold storage room with plants for cultivation. Reevaluate floor plan and security and make changes and upgrades where necessary.

Phase 4 – Finish filling out canopy into the larger room and continue evaluating practices and improve where possible.

Appendix

Odor Control Plan

E and J Supply LLC is implementing an Odor Control Plan that will include an entire building negative air pressure system using carbon filters. This system will be located at the east end of the hallway on the mezzanine level, shown on the site plan map. This Australian charcoal is one of the world's most absorbent carbons available. Carbon filters are the most widely used odor control remedies available and many companies and homeowners use similar systems to control various odors from escaping a confined space or removing odor from exhausts. In addition to the complete building system portable air scrubbers will be used near any areas where the odor is most prevalent and problematic. These portable systems will help pretreat air from the vaults before it hits the hallway to be filtered by the larger carbon filter system.

Full Building Odor Control System

Using an existing exhaust opening in the rear of the building on the mezzanine level a combination of 3 iPower 8" Inline fans each moving 745 CFM each will be mounted and exhausted through this existing opening. Paired with each inline fan is an 8" 1050+ IAV Australia Charcoal filter able to process 750 CFM. Each fan can be controlled separately so that during filter changes, about every 9-12 months, the system will continue to filter air keeping the negative pressure and ensuring that odor doesn't escape the building creating a nuisance to the surrounding areas and property owners. In the event of equipment failure, the bulk of the system would remain functional even if

one of the fans fails to operate. The system will be able to process, filter and exhaust 2,235 CFM, 134,100 cubic feet of air an hour. The hallway is 119 feet long, 13 feet wide and 27 feet tall giving it an area of 41,769 cubic feet. This system is capable of completely filtering the entire hallway portion of the building 3.21 times an hour. The negative air pressure in the building will draw all air and resulting odor through this filter system. Any openings in the building will not allow air out but only allow air to flow into the system and this will also prevent air from escaping unfiltered when exterior doors are opened.

Portable Carbon Filter Units

Each portable carbon filter unit will be constructed from the same iPower 8" inline filters and the same 8" carbon filters. These portable systems will be placed near the door on the inside of the vault to filter the air inside the vault removing most of the smell before it hits the hallway to be filtered one more time then exhausted from the building.

System Maintenance and Testing

The filters have a recommended life span of 12 – 18 months. E and J Supply will be replacing the filters every 9 months and will dispose of the used filters with a company that specializes in carbon filters and the recharging of the used carbon.

The DEP has recommended that we use a third party's olfactory sense to test the system to ensure that the odor has been removed. E and J Supply has asked the Falcon Valley Cold LLC represented to be our impartial third-party olfactory tester and she has agreed to smell test that property regularly to ensure compliance with our lease and other agreements regarding odor control.

General Utility Demand

Water Demand

The building currently has a water supply line from the well for the property. A plumber will be hired to complete licensed, insured and permitted work. A wash sink with a small water heater and eye and wash station will be installed.

E and J Supply LLC will be hand watering all the plants to ensure proper moisture levels and to limit the amount of water used for the cultivation. Any overwatering that may occur will be captured by individual overflow trays under each plant.

Dehumidifiers will be running inside that vaults to regulate the humidity and keep it at a desired level. The water captured from this process will also be used for watering the plants.

Energy Demand, Efficiency and Conservation

Energy Demand

E and J Supply LLC is looking to be as energy consciences as possible while still providing the best light source for our plants. LED lights are a major part of E and J Supply's energy conservation effort and are being used throughout the canopy. The initial demand will not exceed the buildings current electrical system of a two 3-phase panels totaling 625 amps. E and J estimates that the 625 amp would be enough power to run the facility at full capacity. The initial startup will be with 16 LED bar style lights that consume at peak 960 watts each. Running at 208 volts these lights each consume 4.6 amps of power totaling the amps used during phase one start up at 74 amps of power dedicated for lighting. At full capacity the vaults will contain a total of 108 of these lights using a total of 498 amps of power. The remaining power use will be normal hallway lights, Odor Control Systems, Fans and other normal uses. To offset the demand on the buildings electrical system and the towns electrical grid the canopies will have the lights staggered to cut the peak demand. This may include staggering the start time of each bank of lights at the start the canopy's light cycle as well as operating each canopy on opposite light cycles. For example, Vault 1 is lit between 1 am – 1 pm and Vault 2 would be lit from 1pm – 1 am.

Identification of potential energy use reduction opportunities

E and J Supply LLC is looking into new more efficient types of lighting to cultivate the marijuana. Currently planning on using a variety of LED fixtures to supply the light for the canopy. These are extremely efficient in comparison to traditional lighting choices.

Consideration of opportunities for renewable energy generation

E and J Supply LLC would be interested in using any renewable energy but not owning the property that surrounds the space we are renting we cannot install any renewable energy generation.

Strategies to reduce electric demand

The strategy to reduce the electrical demand starts with high efficiency lighting consuming around %25 of the watts a traditional lighting system would require. To even the load on the system portions on the canopy will be set to turn on during the day and others at night. In conjunction with the am/pm light schedule each circuit of lighting will

be staggered by a min or two to gradually work up to the full load and again stepping down during the off cycle. These measures should lower the total power used by E and J Supply LLC at any given time and spread the use out throughout the 24-hour day.

Waste Disposal

General Waste

General Waste that is generated by E and J Supply will be contained in a conventional dumpster and removed on a regular schedule and will contain no plant material, chemicals, or any other prohibited materials.

Recycling

Recyclable material waste, as defined in 310 CMR 16.02, that is generated by E and J Supply will be recycled in accordance with the waste disposal bans described at 310 CMR 19.017 and in accordance with the waste disposal bans described at 310 CMR 19.017. Cardboard, paper and plastic will be recycled in conventional recyclable material dumpster that will contain no plant material.

Unused Plant Material Disposal

After the cannabis plants have been tried and trimmed the unsaleable remaining plant material or any remaining marijuana waste shall be ground and mixed with other organic material, as defined in 310 CMR 16.02, such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable the mixture may be composted.

No fewer than two Marijuana Establishment Agents must witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Marijuana Establishment must create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Marijuana Establishment Agents present during the disposal or other handling, with their signatures. Marijuana Establishments shall keep these records for at least

three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

E and J Supply will register with the DEP and maintain a compost area on the backside of the rented portion of the building. Although it will contain cannabis material it will all be ground and mixed with other organic materials, soil and other plant waste such that the resulting mixture renders the marijuana unusable for its original purpose. This bin will be under camera surveillance to capture any one attempted to harvest material from inside the bin or tamper with it in any way. E and J will look to incorporate the compost into the soil as it is ready for use.

Wastewater

The wastewater generated by E and J Supply will be stored in an Industrial tight tank and then removed by an appropriate company licensed to manage industrial wastewater. The tank will be installed either above ground in the storage area inside the building. E and J doesn't expect to generate a lot of industrial wastewater however any cleanup water or spills would be considered industrial wastewater and would be treated as such. After speaking with Board of Health members and DEP representatives the Sanitary wastewater from the handwashing station and eye wash station would also be stored in the tank for removal to eliminate any impact on the septic system on site. A simple single wall tank will be installed and certified by DEP prior to its use and the company operating the canopy.

Compliance with Article XIII, §145-69 of the Belchertown Zoning Bylaw

Pursuant to Belchertown Zoning Bylaw Article XIII, §145-69 and Paragraph 20 of the Application for Non-Medical Marijuana Establishment Special Permit, the requirements are met by the following facts:

a. The special permit would not be detrimental to the established or future character of the Town and the neighborhood for several reasons. First, the applicant will not alter the exterior of the building or the property in any significant manner. In fact, without prior knowledge of the operation, most passersby will not be aware of the operation's existence. Second, the operation will not be a retail outlet for the sale of marijuana to the general public. The operation will be akin to a small manufacturing facility that distributes its products to other businesses only. Third, the traffic and pedestrian impact is expected to be minimal, and will be practicably unrecognizable to any other business or home in the general neighborhood.

b. The special permit would not nullify or substantially derogate from the intent or purpose of the zoning district in which the operation would be located. The establishment would be located in a General Business (B-2) zoning district. According to Zoning Bylaw Article XIII, §145-8(c)(2), the intent and characteristic of said district “are areas suitable for concentrated commercial use and serve areas larger than the immediate neighborhood.” The proposed operation is in fact a concentrated commercial establishment that would serve an area larger than the immediate neighborhood. The proposed operate fits squarely within the definition of the zoning district.

c. The special permit would be in harmony with the general intent and purpose of Chapter 145 in general and Chapter 145-69 of the Zoning Bylaws. There are conditions, safeguards and limitations on time and use of the operation already built into the regulations promulgated by the Massachusetts Cannabis Control Commission. Furthermore, as outlined in this document and in the security plan, the business owners have provided guidelines, which they will strictly comply with, in order to safeguard the marijuana crop that may be in their establishment.

E and J Supply LLC

Record Keeping procedures

401 MILL VALLEY ROAD BELCHERTOWN, MA 01007
WRITTEN BY JUSTIN NEVINS

Recordkeeping and Inventory Policies

Records of a Marijuana Establishment must be available for inspection by the Commission, upon request. The records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

Written operating procedures as required by 935 CMR 500.105(1)

Inventory records as required by 935 CMR 500.105(8)

Business Records

E and J Supply LLC will keep business records that will include any assets and liabilities held by the company; any monetary transactions; a book of accounts; sales records; and any salaries and wages paid. The Books of accounts shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers. The sales records will include all relevant information such as the quantity, the strain and phenotype, the serial number or tracking number assigned to the batch of marijuana, and the total cost of the marijuana sold. Any recorded wages will include Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.

Personnel records

Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions.

A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

- a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- b. documentation of verification of references;
- c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- e. documentation of periodic performance evaluations;
- f. a record of any disciplinary action taken; and
- g. notice of completed responsible vendor and eight-hour related duty training.
- h. All background check reports obtained in accordance with 935 CMR 500.030

Staffing Records

All staffing records will be kept secure and in compliance with 935 CMR 500.105(9)

Seed to Sale Tracking

Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e)

A Marijuana Establishment shall tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.

Confidential Information Protection Plan

Confidential paper documents

Confidential paper documents will be organized and located in a dedicated space in the safe to ensure that they are not compromised. Documents will be kept in accordance with any directions the cannabis control commission, local authorities and state regulations. Documents that no longer need to be kept will be shredded or otherwise destroyed and then disposed of.

Confidential electronic documents

Confidential electronic documents will be stored on the companies NAS device under password protection. Any files that are no longer needed will be removed and deleted.

Procedures to ensure accurate recordkeeping, including inventory protocols will follow 935 CMR 500.105(8) and (9) and are addressed in detail in the sections labeled [Inventory](#) and [Recordkeeping](#).

Waste disposal records

E and J Supply LLC will keep waste disposal records as required under 935 CMR 500.105(12). E and J Supply LLC has an established area with labeled containers for the varying waste that could be generated and need to be stored before disposal. All waste will be recorded, and these records will be kept for review.

E and J Supply LLC

Maintaining of financial records

401 MILL VALLEY ROAD BELCHERTOWN, MA 01007
WRITTEN BY JUSTIN NEVINS

Business Records

E and J Supply LLC will keep business records that will include any assets and liabilities held by the company; any monetary transactions; a book of accounts; sales records; and any salaries and wages paid. The Books of accounts shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers. The sales records will include all relevant information such as the quantity, the strain and phenotype, the serial number or tracking number assigned to the batch of marijuana, and the total cost of the marijuana sold. Any recorded wages will include Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment.

E and J Supply will use software, QuickBooks or comparable application, to track financials day to day. The records will be forwarded to a CPA to be reviewed and the taxes owed calculated and paid to the appropriate bodies.

E and J Supply LLC

Qualifications and training

401 MILL VALLEY ROAD BELCHERTOWN, MA 01007
WRITTEN BY JUSTIN NEVINS

Anticipated positions

Cultivation Supervisor – Minimum 10 Years of experience growing cannabis indoors.

Compliance and Licensing Supervisor – Experienced in the license process in MA and compliance with the Federal and State regulations surrounding cannabis.

Testing and Quality Control Supervisor – Experience with cleanrooms and quality control operations.

Security – Experienced in security operations.

Transporter – Clean Driving Record and a valid driver's license

Cultivation Assistant - Experienced in the cultivation of indoor cannabis; College degree or completion of a cannabis program at a school of high learning.

The list of anticipated positions and their qualifications. *935 CMR 500.105*

Education and Job Training

E and J Supply LLC is committed to continuing education and expanding the company's expertise in cultivation and propagation. E and J Supply will ensure that all employees are trained on job specific duties prior to performing job functions. *935 CMR 500.105(2)*. E and J Supply will ensure that employees receive a minimum of eight (8) hours of ongoing training annually. *935 CMR 500.105(2)*. All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. *935 CMR 500.105(2)*. All new employees shall complete the Responsible Vendor Program within 90 days of being hired. *935 CMR 500.105(2)*. Responsible Vendor Program documentation must be retained for four (4) years. *935 CMR 500.105(2)*

E and J Supply LLC

Quality control and testing

401 MILL VALLEY ROAD BELCHERTOWN, MA 01007
WRITTEN BY JUSTIN NEVINS

Quality Control and Product Testing

Quality control procedures

E and J Supply LLC will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

All products will be:

- Well cured and generally free of seeds and stems.
- Free of dirt, sand, debris, and other foreign matter.
- Free of contamination by mold, rot, other fungus, and bacterial diseases.
- Prepared and handled on food-grade stainless steel tables; and Packaged in a secure area.

All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.

Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness.
- Washing hands appropriately. *935 CMR 500.105(3)*

Hand-washing facilities are in production areas and where good sanitary practices require employees to wash and sanitize their hands. *935 CMR 500.105(3)*

There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. *935 CMR 500.105(3)*

Litter and waste shall be carefully removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests. *935 CMR 500.105(12). 935 CMR 500.105(3)*

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. *935 CMR 500.105(3)*

All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. *935 CMR 500.105(3).*

All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. *935 CMR 500.105(3)*

Water supply shall be sufficient for necessary operations. *935 CMR 500.105(3)*

Plumbing shall be of adequate size and design and maintained to carry enough water to required locations throughout the establishment. *935 CMR 500.105(3)*

The establishment shall provide its employees with adequate, readily accessible toilet facilities. *935 CMR 500.105(3).*

No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory. *935 CMR 500.140(9)*

The establishment shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch

is necessary. 935 CMR 500.160(2). Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. 935 CMR 500.105(3)

Product Testing

All Marijuana products produced by E and J Supply LLC will be tested for contaminants in compliance with 935 CMR 500.160. No marijuana products will be sold until it passes testing for contaminants. If a Marijuana product fails testing the entire batch will be collected and stored for destruction in accordance with 935 CMR 500.105(12).

E and J Supply LLC

Personnel policies including background checks

401 MILL VALLEY ROAD BELCHERTOWN, MA 01007
WRITTEN BY JUSTIN NEVINS

Staffing Plan

E and J Supply's staffing plan and records will follow 935 CMR 500.105(9). 935 CMR 500.105(1) (i)

Each employee, partner, volunteer, or marijuana establishment agent will have a personal record created and stored on the company's password protected server. Any confidential information will be stored in the company's password protected servers or the locking file cabinet if paper copies are required. The record will contain:

- All materials submitted to the commission pursuant to 935 CMR 500.030(2).
- Documentation of verification of references.
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision.
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters.
- Documentation of periodic performance evaluations.
- A record of any disciplinary action taken.
- Notice of completed responsible vendor and eight-hour related duty training.
- All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

All hours required for employees to work will be during the company's accessible business hours and all work conditions including but not limited to cultivation and processing areas will be safe and sanitary.

The records for each employee, partner, volunteer, or marijuana establishment agent will be maintained for at least 12 months after termination of the individual's affiliation with E and J Supply LLC

Employee Policies

All employees, partners or members will be subject to annual background checks to ensure compliance with company policies regarding convictions and guilty pleas. Any new employee will have a background check preformed before date of hire to ensure compliance with CMR. Any employee or member transporting marijuana or cash must have a valid driver license and a clean driving record.

E and J Supply LLC will provide its employees with adequate, readily accessible toilet facilities. 935 CMR 500.105(3)

Alcohol, Smoke and Drugfree Workplace

There will be no consuming alcohol at the 401 Mill Valley Rd location.

E and J Supply LLC is a smoke free workplace inside and around the common areas of the property. If needed a smoking area will be established outside around the rear of the building to accommodate any smokers.

E and J Supply LLC is an illegal drug free workplace and use of such drugs will not be tolerated. The use of any such drugs during work hours will result in immediate termination and removal from the property. If needed the police will be called and requested at the property.

Immediate Employee Termination Conditions

Diverted Marijuana

Any member or employee that steals, intentionally misreports quantities, or otherwise intentionally diverts marijuana will be terminated and the local authorities will be called along with the cannabis control commission and E and J Supply LLC will prosecute any theft.

Engaged in unsafe practices at work

Employees engaged in unsafe practices regarding operation of the Marijuana Establishment shall be terminated and the actions will be reported to the cannabis control commission.

Convictions and/or Guilty Pleas

Members or employees that enter guilty pleas or are convicted of felony drug offenses, distribution to a minor in the commonwealth or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority will be terminated.

E and J Supply LLC

Restricting Access to age 21 and older

401 MILL VALLEY ROAD BELCHERTOWN, MA 01007
WRITTEN BY JUSTIN NEVINS

Underage Diversion

All employees and registered agents must be 21 years of age or older. *935 CMR 500.029 or 500.030*. All visitors must be 21 years of age or older. *935 CMR 500.002*. No one under the age 21 will be allowed to work at, enter the building or at any time enter the Limited Access Areas that contain the marijuana products. Any authorized employees shall show proof that they are 21 years of age or older.

E and J Supply LLC

Diversity Plan

401 MILL VALLEY ROAD BELCHERTOWN, MA 01007
WRITTEN BY JUSTIN NEVINS

E and J Supply LLC has a diversity goal of Hiring:

- 40% women.
- 30% minorities.
- 50% veterans.

As E and J Supply LLC grows and begins to need to hire employees it will implement its Diversity Hiring Plan.

Diversity Hiring Plan:

- Posting to local online message boards looking for qualified applicants and specifically looking for women, minorities, or veterans to work for the establishment.
- Advertising weekly during hiring periods in the local The Belchertown Sentinel looking for qualified applicants and specifically looking for women, minorities, or veterans to work for the establishment.
- Reach out to local universities with agriculture and cannabis programs looking for graduates or summer interns specifically women, minorities, or veterans to work for the establishment.
- Create listings on online job boards looking for qualified applicants and specifically looking for women, minorities, or veterans to work for the establishment.

The Diversity Hiring Plan will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by E and J Supply LLC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. E and J Supply LLC will work with certain institutions serving or helping the specifically stated diversity populations.

This plan will be evaluated before and after every hire to ensure that our Diversity Goals are being met. To assess if the goal is being met E and J Supply LLC will count the number of individuals hired who are women, minorities, veterans. This number will be assessed from the total number of individuals employed to ensure that at least 40% of all individuals hired are women; 30% are minorities; and that %50 are veterans.

E and J Supply LLC predicts that they will begin to need to hire additional help in Q2 or Q3 of 2021, assuming a start date of September of 2020. At the time of the annual license renewal a report will be created showing the progress towards meeting the Diversity Hiring Plan and submitted to the CCC for review. The plan does not include any goals or programs that may be considered legal requirements under the Commission's regulations, state or federal law, or any contractual agreement such as a Host Community Agreement.