



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC283849  
Original Issued Date: 11/24/2023  
Issued Date: 11/24/2023  
Expiration Date: 11/24/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Burn Bright LLC

Phone Number: 774-400-5965 Email Address: mattnelson1994@gmail.com

Business Address 1: 1 Cabot Street Unit #8

Business Address 2:

Business City: Holyoke

Business State: MA

Business Zip Code: 01040

Mailing Address 1: 1 Cabot Street Unit #8

Mailing Address 2:

Mailing City: Holyoke

Mailing State: MA

Mailing Zip Code: 01040

### 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: 100

Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: Matthew

Last Name: Nelson

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Some Other Race or Ethnicity

Specify Race or Ethnicity: Portuguese

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### 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: 1 Cabot Street Unit #8

Establishment Address 2:

Establishment City: Holyoke

Establishment Zip Code: 01040

Approximate square footage of the Establishment: 9000

How many abutters does this property have?: 30

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

Cultivation Tier:

Cultivation Environment:

#### FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet    Cultivation Environment: Indoor

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	COM Newspaper Notice - [Attachment A] - {Burn Bright} - (1.6.23).pdf	pdf	6404d5c53a44570008a56464	03/05/2023
Community Outreach Meeting Documentation	COM Town Notice - [Attachment B] - {Burn Bright} - (1.25.23).pdf	pdf	6404d5c6d523e3000867f632	03/05/2023
Community Outreach Meeting Documentation	COM Abutter Notice - [Attachment C] - {Burn Bright} - (1.25.23).pdf	pdf	6404d5c7d523e3000867f646	03/05/2023
Community Outreach Meeting Documentation	COM Attestation Form - {Burn Bright}.pdf	pdf	6404d5cdd523e3000867f65a	03/05/2023
Certification of Host Community Agreement	HCA - {Burn Bright}.pdf	pdf	6404d62ed523e3000867f69b	03/05/2023
Certification of Host Community Agreement	HCA Cert - {Burn Bright}.pdf	pdf	6404d6303a44570008a564b9	03/05/2023

Community Outreach Meeting Documentation	1 Cabot Street - 300 feet - Abutter Mailing Labels - Avery 5160 Format_Redacted.pdf	pdf	6404d63e3a44570008a564cd	03/05/2023
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Zoning - [Holyoke] - {Burn Bright} - (3.5.23) .pdf	pdf	6404d6c8d523e3000867f6c1	03/05/2023
Certification of Host Community Agreement	0CC86FEA-C218-426B-BBD7-22A4630DD281.jpeg	jpeg	64542f800509d600099497f5	05/04/2023
Certification of Host Community Agreement	29FB5F7F-1D99-4847-8CD5-F9F564FBFB34.jpeg	jpeg	64542f820dd43c00071813d9	05/04/2023
Plan to Remain Compliant with Local Zoning	0AFB9A71-AEF6-4978-9A49-BE3CC8016F72.jpeg	jpeg	649c9abb2c0fbe0008ee75fe	06/28/2023

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 Burn Bright LLC 021623.docx.pdf	pdf	6404d79bd523e3000867f71d	03/05/2023
Plan for Positive Impact	54D70353-3B03-4B7E-AD34-DD4EE916A835.jpeg	jpeg	6480d0a75ab6120008d484a5	06/07/2023
Plan for Positive Impact	7D3CA99A-8ED6-4A09-9671-5CC5F1BDA793.jpeg	jpeg	6480d0ab3f2c1a00082912cc	06/07/2023
Plan for Positive Impact	7A35D688-B44E-447D-A502-25D7BF114F85.jpeg	jpeg	6480d0b05ab6120008d484b9	06/07/2023
Plan for Positive Impact	2321FF00-B750-4161-96B6-4314ADDBAC1C.jpeg	jpeg	6480d0b45ab6120008d484cd	06/07/2023

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:  
First Name: Matthew Last Name: Nelson 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	Articles of Organization - {Burn Bright}.pdf	pdf	6404d962d523e3000867f906	03/05/2023
Articles of Organization	Cert of Amendment - {Burn Bright}.pdf	pdf	6404d963d523e3000867f91a	03/05/2023
Bylaws	Operating Agreement - {Burn Bright}.pdf	pdf	6404d9713a44570008a5669c	03/05/2023
Department of Revenue - Certificate of Good standing	CGS DOR - {Burn Bright} - (1.19.23).pdf	pdf	6404da27d523e3000867f9a5	03/05/2023

Secretary of Commonwealth - Certificate of Good Standing	CGS SOC - {Burn Bright} - (1.12.23).pdf	pdf	6404da703a44570008a56776	03/05/2023
DUA attestation if no employees	CGS DUA - {Burn Bright} - (1.16.23) (1).pdf	pdf	6404dc3d3a44570008a568d9	03/05/2023
Department of Revenue - Certificate of Good standing	D68A7397-3BE3-452B-8948-1162F33630CC.jpeg	jpeg	6454307f0509d60009949987	05/04/2023

No documents uploaded

Massachusetts Business Identification Number: 001601940

Doing-Business-As Name:

DBA Registration City: Not Applicable

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance - {Burn Bright}.pdf	pdf	6404de7cd523e3000867fba9	03/05/2023
Proposed Timeline	Proposed Timeline - {Burn Bright} - (3.5.23).pdf	pdf	6404dfc4d523e3000867fbe1	03/05/2023
Business Plan	01C638C9-5A1A-45A6-A980-7C2E988E96FE.jpeg	jpeg	64542d2e0dd43c000718110f	05/04/2023
Business Plan	7AE2768B-5A65-49C8-85A4-EA0E61D8C6D4.jpeg	jpeg	64542d330dd43c0007181123	05/04/2023
Business Plan	B83D00B7-E710-4F37-BF41-E8F89B2CD518.jpeg	jpeg	64542d380509d60009949584	05/04/2023
Business Plan	29CF5BBC-E9C2-4276-A3C1-ADC375177F1B.jpeg	jpeg	64542d3d0509d60009949598	05/04/2023
Business Plan	9C20CFD4-1CA3-4C74-8B64-3D91CB501E7F.jpeg	jpeg	64542d400dd43c0007181137	05/04/2023
Business Plan	DC2C1D63-681B-4B4B-85DC-5A3BC3221512.jpeg	jpeg	64542d590dd43c0007181151	05/04/2023
Business Plan	CBB2A07E-4FE6-4ECA-A25E-D5ADAE03FC4F.jpeg	jpeg	64542d5d0509d600099495b2	05/04/2023
Business Plan	3B8E4E2B-9B9D-49F8-9402-5427B6AC1398.jpeg	jpeg	64542d610dd43c0007181165	05/04/2023
Business Plan	9F355B2A-6629-41F3-8B74-4622098F9590.jpeg	jpeg	64542d650dd43c0007181179	05/04/2023

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Policies and Procedures for Cultivation - {Burn Bright} - (2.24.23).pdf	pdf	6404e4333a44570008a56ad5	03/05/2023
Prevention of diversion	Prevention of diversion - {Burn Bright} - (2.24.23).pdf	pdf	6404e4353a44570008a56ae9	03/05/2023
Qualifications and training	Qualifications and Training - {Burn Bright} - (2.24.23).pdf	pdf	6404e4363a44570008a56afd	03/05/2023
Inventory procedures	Inventory procedures - {Burn Bright} - (2.24.23).pdf	pdf	6404e4373a44570008a56b14	03/05/2023
Personnel policies including background checks	Personnel Policies - {Burn Bright} - (2.24.23).pdf	pdf	6404e43ad523e3000867fd5a	03/05/2023



Storage of marijuana	Storage of Marijuana - {Burn Bright} - (2.24.23).pdf	pdf	6404e45ed523e3000867fd8a	03/05/2023
Transportation of marijuana	Transportation of marijuana - {Burn Bright} - (2.24.23).pdf	pdf	6404e4603a44570008a56b63	03/05/2023
Quality control and testing	Quality control and testing - {Burn Bright} - (2.24.23).pdf	pdf	6404e461d523e3000867fd9e	03/05/2023
Record Keeping procedures	Record keeping procedures - {Burn Bright} - (2.24.23).pdf	pdf	6404e462d523e3000867fdb2	03/05/2023
Energy Compliance Plan	Energy Compliance Plan - {Burn Bright} - (2.24.23).pdf	pdf	6404e4933a44570008a56b7f	03/05/2023
Maintaining of financial records	Maintaining Financial Records - {Burn Bright} - (2.24.23).pdf	pdf	6404e494d523e3000867fdd1	03/05/2023
Restricting Access to age 21 and older	Restricting Access 21 - {Burn Bright} - (2.24.23).pdf	pdf	6404e4953a44570008a56b93	03/05/2023
Security plan	Security Plan - {Burn Bright} - (2.24.23).pdf	pdf	6404e4973a44570008a56ba7	03/05/2023
Dispensing procedures	Dispensing Procedures - {Burn Bright} - (2.24.23).pdf	pdf	6404e4983a44570008a56bbb	03/05/2023
Diversity plan	Diversity Plan Burn Bright 02.16.23.docx.pdf	pdf	6404e4d2d523e3000867fdee	03/05/2023
Policies and Procedures for cultivating.	5873E97F-904C-4698-93B0-1F85CF178FD7.jpeg	jpeg	64542bbc0dd43c0007180fbc	05/04/2023
Policies and Procedures for cultivating.	1BA6A595-3047-43EA-B6DA-7E650B490E65.jpeg	jpeg	64542bc40dd43c0007180fef	05/04/2023
Diversity plan	65A28A59-EBF2-4A4F-B760-08CBFD531D86.jpeg	jpeg	649c9b4ed003570008049c88	06/28/2023
Diversity plan	DC1E4E61-981D-4BBD-A7D8-C70AE78A7A46.jpeg	jpeg	649c9b53d003570008049c9c	06/28/2023
Diversity plan	931FA044-B0E5-4C58-B184-68096DB4F6D2.jpeg	jpeg	649c9b572c0fbc0008ee78b9	06/28/2023
Diversity plan	AE9B28D3-BD0B-4575-9A29-8FB10C053F97.jpeg	jpeg	649c9b5c2c0fbc0008ee78d6	06/28/2023
Diversity plan	9436AAEE-3072-49F4-BA5A-18A3306790EC.jpeg	jpeg	649c9b61d003570008049cf2	06/28/2023
Restricting Access to age 21 and older	4E65816A-1B86-4EF1-9ED8-61E93FDFEC56.jpeg	jpeg	649c9b9c2c0fbc0008ee7a71	06/28/2023

## 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

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

I Agree

Notification:

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:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

<b>Monday From:</b> Open 24 Hours	<b>Monday To:</b> Open 24 Hours
<b>Tuesday From:</b> Open 24 Hours	<b>Tuesday To:</b> Open 24 Hours
<b>Wednesday From:</b> Open 24 Hours	<b>Wednesday To:</b> Open 24 Hours
<b>Thursday From:</b> Open 24 Hours	<b>Thursday To:</b> Open 24 Hours
<b>Friday From:</b> Open 24 Hours	<b>Friday To:</b> Open 24 Hours
<b>Saturday From:</b> Open 24 Hours	<b>Saturday To:</b> Open 24 Hours
<b>Sunday From:</b> Open 24 Hours	<b>Sunday To:</b> Open 24 Hours

Google for genealogy? It's free!

By Dave Robinson  
Old Bones Genealogy of New England, LLC

We all like free, right? So often “free” also means poor quality, unreliable, doesn’t do what you expect. Forget all that and let’s do some genealogy research at Google!

The web address is easy: navigate to [www.google.com](http://www.google.com) and you’re ready to go. Let’s say you’re trying to find your ancestor, Sion Grantham, Jr. Sion was born in the early 19th century in North Carolina according to what we know so far. you have a document that implies that he married someone named Betsy. The North Carolina birth was a bit of data you found on someone’s online family tree. So far, that’s all you know.

How are we going to find your long lost cousin, Sion? Since we’re talking about Google, let’s put the name in the search box. The results are 2.2 million which took Google 0.63 seconds. Pretty impressive but I doubt anyone reading this column would have any motivation to sort through 2.2 million results!

First, I suggest putting quota-

tion marks around the name: “Sion Grantham” with nothing else...yet. In 0.42 seconds, you now have only 163 results. That almost sounds too simple, but we’re not done yet. Did Sion have a middle name? At this point, it’s a good idea to put in a “wild card.” That action will produce new results that you may not have expected. In a Google search, that’s an asterisk. So, your next search will look like this: “Sion \* Grantham” in case there was a middle initial name or a middle initial. Now, because we’ve broadened the parameters, the return is 527,000. Back to an overwhelming number!

Now, let’s see if we can find an “Sion \* Grantham” with a wife named Betsy. Here, we’ll still use “Sion \* Grantham” but we’re going to add Betsy with no quotation marks in order to narrow down that 527,000! That still returns 274,000 results. OK...it seems like the wild card is bringing in too many results so, let’s get rid of it. Now we’re down to only 7 results looking for exactly “Sion Grantham,” exactly because we used the quotation marks and the name Betsy narrows down our original 163 results.

To explain a little, computers don’t read words, they read 0s and 1s that are arranged in mind-numbing sequences. When you search for Sion Grantham, the pages that were found could have had the word Sion in the first sentence, but Grantham doesn’t show up until the last sentence. With the quotation marks, we’ve told Google that we want the code for Sion with the code for Morgan immediately following, not with Morgan 25 sentences away. But we still have 163 results. No problem. We just add more qualifiers. There’s a way to tell Google an approximate date. Since we know he was born early in the 19th century, we can guess at a year, 1805 for example. That’s likely not perfectly correct, so we use a number range which is written in the search box as, for example 1799..1810. The 2 periods between the years tells Google that there has to be a number between 1799 and 1810 regardless of what it’s for whether birth, marriage or death or any event in the results that occurred between those years.

Now this particular search may not reveal your grandfather Sion, but now

you know that you’re at least close. We would go back and change the search parameters. Try removing “Betsy” and using “Elizabeth;” or simply “Betty.”

Here’s a quick summary of this tip and a few more:

- Use quotation marks: “Sion Grantham” or “Grantham, Sion”.
- Search specific websites for example “Site:FamilySearch.org” with no spaces and without quotation marks but continue to use them if necessary.
- Search a date range such as 1845..1849 which will return pages with 1845, 1846, 1847,1848 or 1849 which may or may not be a year.
- Use the minus sign. For example, if you do not want returns that have the word library, use -library with no space between the minus and library.

One quick caveat: Google will bring you EVERYTHING that’s available which includes paid sites such as Ancestry.com and others. You may have the subscription, or you may choose to join.

Feel free to email me at [dave@old-bones.info](mailto:dave@old-bones.info).

19th Annual Penguin Plunge will benefit children’s museum

WESTFIELD – Amelia Park Children’s Museum is challenging the wild, the wacky, and the just plain crazy to take “The Plunge” into the icy, cold waters of Hampton Ponds State Park, Westfield on Saturday, Jan. 28. Check-in begins at 11:30 a.m. and participants start hitting the water at 1 p.m. All proceeds from the Penguin Plunge will benefit Amelia Park Children’s Museum. Now in its 19th year, the Penguin Plunge has raised over \$325,000 to support Amelia Park Children’s Museum.

Join as an individual or as a team. Each participant pledges to raise a minimum of \$75 from friends and family and is encouraged to collect as many sponsors as possible. Full time students will

receive a registration discount of \$25 with valid school ID and pledge to raise at least \$50.

The participant who collects the most funds will be crowned the 2023 Penguin Excelsior and win \$500. A costume contest is part of the fun, and there are prizes for Best Individual Costume and Best Team Costume.

Register in advance or the day of the event from 11:30 a.m. to 12 noon. All participants will receive a free 2023 Penguin Plunge T-shirt.

Registration and pledge forms are available via the museum website at



[www.ameliaparkmuseum.org/plunge](http://www.ameliaparkmuseum.org/plunge) or can be picked up at the museum. Penguins may also use the Fundly page to collect sponsors; <https://fundly.com/penguin-plunge-2023>.

Don’t want to jump in the water? No worries. We need spectators to cheer on our brave participants.

We will have activities and games for everyone, including a live ice sculpting demo. Hot chocolate, coffee, chili, and other refreshments will be available to keep everyone nice and warm.

The money raised by the Plunge goes to providing a safe and welcoming

place for children to learn and play. This event is crucial in supporting the work of Amelia Park Children’s Museum

Amelia Park Children’s Museum is located at 29 South Broad Street, Westfield, MA and is open 9 a.m. to 3 p.m. Thursday through Monday. The museum offers hands-on learning for children ages 1-7 in a safe and welcoming environment. Cost of admission is \$8 per person; grandparents have a reduced rate of \$4. Admission is \$2 per person on Thursday afternoons from 1 – 3pm. Call us with questions at (413) 572-4014 or email questions to: [fun@ameliaparkmuseum.org](mailto:fun@ameliaparkmuseum.org). Learn more about the museum at: [www.ameliaparkmuseum.org](http://www.ameliaparkmuseum.org).

**Notice of Public Hearing**  
The Ordinance Committee of the Holyoke City Council will hold a public hearing on **Tuesday, January 24, 2023 at 6:30pm** to hear a special permit application of Evergreen Industries LLC at 1 Cabot St (048-01-010) to operate a marijuana cultivation establishment. Meeting will take place at Holyoke City Hall 536 Dwight St and can be accessed remotely via [www.zoom.us](http://www.zoom.us) Meeting ID 826 8284 1797 Meeting Passcode 396928 or by call in at 1-646-558-8656 with same Meeting ID and Passcode. Written public comment can be submitted to [publiccomment@holyoke.org](mailto:publiccomment@holyoke.org). For more information on this hearing or for an electronic copy of the application please contact City Council Admin Asst Jeffery Anderson-Burgos at [Anderson-BurgosJ@holyoke.org](mailto:Anderson-BurgosJ@holyoke.org) or by phone 413-322-5525.

Ordinance Chair  
Linda Vacon  
1/06, 1/13/2023

comment can be submitted to [publiccomment@holyoke.org](mailto:publiccomment@holyoke.org). For more information on this hearing or for an electronic copy of the application please contact City Council Admin Asst Jeffery Anderson-Burgos at [Anderson-BurgosJ@holyoke.org](mailto:Anderson-BurgosJ@holyoke.org) or by phone 413-322-5525.

Ordinance Chair  
Linda Vacon  
1/06, 1/13/2023

**CITY OF HOLYOKE**  
The City of Holyoke invites written proposals from qualified individuals or firms for the Holyoke Public Schools. We are seeking bids for LABOR ONLY associated with the replacement of existing light fixtures with LED products in 7 Schools in accordance with contract documents and specifications prepared by the City of Holyoke.

This Bid requires a Mandatory Pre-Bid Walk through on 01/12/23 at 1:00PM at Donahue School 210 Whiting Farms Road, Holyoke, MA 01040

Full bid documentation will be available by 12/30/22 via email @ [morrowj@holyoke.org](mailto:morrowj@holyoke.org)

There will be an opportunity for the public to ask questions. Or, email questions to [ezra@blueskiescan.com](mailto:ezra@blueskiescan.com) or [mattnelson1994@gmail.com](mailto:mattnelson1994@gmail.com). 1/06/2023

**2023-E02  
ROBERTS FIELD TRACK  
RESURFACING PROJECT  
SEALED BIDS ARE DUE  
BY 2:00 PM ON  
FEBRUARY 1, 2023**

The City of Holyoke invites written proposals from qualified individuals or firms for completion of the Roberts Field Track Resurfacing Project located adjacent to Holyoke High School at 500 Beech Street, Holyoke, Massachusetts, in accordance with Contract Documents prepared by SLR dated March 22, 2022. Involvement with any City of Holyoke Procurement shall be in accordance with M.G.L

30B, 30.c. 30B & 5, c. 7C & 14-57 all as amended. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, CORI, DEP, and/or Federal, State of Massachusetts rules, and regulations or other requirements, as each may apply. Sealed bids for this project shall be received by the City of Holyoke from responsible, responsive & qualified bidders submitted on forms furnished by the City and clearly identified on the outside of the bid with the name and address of the bidder, and the name and Bid Number of the project, and submitted to:

City of Holyoke  
Purchasing Dept.  
536 Dwight Street Room #3  
Holyoke, MA 01040

**Bids will be received until 2:00 PM, EST on 2/1/2023. Email submissions**

**will not be accepted.**

Every Bid shall be accompanied by a bid deposit, in an amount not less than five percent (5%) of the bid amount, in the form of a bid bond; or a certified check; or a treasurer's check; or by cashier's check issued by a responsible bank or trust company, made payable to the City of Holyoke. Beginning on 1/11/2023 bid documents will be available by email request after 8:30 AM at: [bakerk@holyoke.org](mailto:bakerk@holyoke.org). Requests shall include firm name and address, contact name and title, email address, and telephone number. Plans and specifications may be viewed at the City of Holyoke's Purchasing Department City Hall, 536 Dwight Street, Room 3, Holyoke, MA 01040. Copies of the BID PROPOSAL form are available at no cost at the above-named location. 1/06, 1/13/2023

**PUBLIC HEARING NOTICE**  
The Holyoke Planning Board will hold a Public Hearing on **Tuesday, January 24, 2023 at 5:30 p.m.** via Zoom.com ID: 836 3939 8493; CALL IN \*67 646 558 8656 to hear, pursuant to the Holyoke Zoning Ordinance an Increase in Sign Size for a Baystate Behavioral Health Hospital sign, at 45 Lower Westfield Road (Parcel 017-00-018), submitted by Benu Enterprises on behalf TST Holyoke BHF, Delaware, LLC.

The complete application may be viewed through the Holyoke Planning Dept M-F, 9-4 p.m.

Applicant:  
Benu Enterprises  
Planning Board:  
Mimi Panitch  
1/06, 1/13/2023

**Notice of Public Hearing**  
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**BIDS ARE DUE BY 2:00PM 1/13/2023, EST.**  
EMAIL SUBMISSIONS WILL NOT BE ACCEPTED 1/06, 1/13/2023

**COMMUNITY OUTREACH MEETING**  
Burn Bright, LLC, a proposed marijuana cultivator, is giving notice of a Community Outreach Meeting on **January 31, 2023, 5:15 p.m.** (in the parking lot) at 1 Cabot Street Holyoke, MA 01040, the proposed location.

The Sun

## 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](mailto:obits@turley.com).

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

A	B	C								A	A	R			
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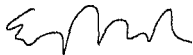
Burn Bright, LLC  
1 Cabot Street  
Holyoke, MA 01040

To: Abutters within 300' of 1 Cabot Street, City Clerk, Planning Dept, and Mayor's Office

Dec 29, 2022

We are giving notice that a Community Outreach Meeting for Burn Bright, LLC, a proposed marijuana cultivator, is scheduled for **January 31, 2023 at 5:15 pm** at the parking lot of the proposed location: **1 Cabot Street Holyoke, MA 01040**. There will be an opportunity for the public to ask questions. If you are unable to attend, please reach out to [ezra@blueskiescan.com](mailto:ezra@blueskiescan.com) or [mattnelson1994@gmail.com](mailto:mattnelson1994@gmail.com).

Sincerely,



Ezra Parzybok  
Consultant on behalf of Burn Bright, LLC

RECEIVED

JAN 25 2023

Holyoke City Clerk's  
Holyoke, MA

Burn Bright, LLC  
1 Cabot Street  
Holyoke, MA 01040

To: Abutters within 300' of 1 Cabot Street, City Clerk, Planning Dept, and Mayor's Office

Dec 29, 2022

We are giving notice that a Community Outreach Meeting for Burn Bright, LLC, a proposed marijuana cultivator, is scheduled for **January 31, 2023 at 5:15 pm** at the parking lot of the proposed location: **1 Cabot Street Holyoke, MA 01040**. There will be an opportunity for the public to ask questions. If you are unable to attend, please reach out to [ezra@blueskiescan.com](mailto:ezra@blueskiescan.com) or [mattnelson1994@gmail.com](mailto:mattnelson1994@gmail.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Ezra Parzybok', with a stylized, cursive script.

Ezra Parzybok  
Consultant on behalf of Burn Bright, LLC



## Community Outreach Meeting Attestation Form

### Instructions

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

### Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 1/31/23
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication: 1/6/23

b. Name of publication: The Holyoke Sun

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

a. Date notice filed: 1/25/23

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

a. Date notice(s) mailed: 1/25/23

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



Name of applicant:

Burn Bright LLC.

Name of applicant's authorized representative:

Matthew Nelson

Signature of applicant's authorized representative:





**HOST COMMUNITY AGREEMENT**  
**ADULT USE MARIJUANA ESTABLISHMENT**  
**LICENSE CLASS(ES):** Indoor Cultivation

Upon execution by all parties, this HOST COMMUNITY AGREEMENT (the "Agreement") shall be effective as of the date signed by all parties (the Effective Date"), by and between the **CITY OF HOLYOKE** (the "CITY"), a municipal corporation with principal offices at 536 Dwight Street, Holyoke, Massachusetts 01040, acting by and through the Mayor, and Burn Bright LLC whose principal office is located at 1 Cabot St, Holyoke (the "OPERATOR").

**WHEREAS**, the OPERATOR proposes to locate an Adult Use Marijuana Establishment at 1 Cabot St, Holyoke (the "Establishment") in the CITY in accordance with regulations issued by the Massachusetts Cannabis Control Commission (the "CCC");

**WHEREAS**, the obligations of the OPERATOR set forth herein are specifically contingent on the OPERATOR being granted one or more Final Licenses from the CCC to operate the Establishment in the CITY (the "License") and on acquiring all required local permits and approvals; and

**WHEREAS**, the parties intend hereby to stipulate conditions and responsibilities between the CITY and the OPERATOR not covered by local zoning approval processes or CCC licensing requirements;

**THEREFORE**, in consideration of the above and in accordance with G.L. c. 94G, § 3(d), the Operator offers, and the CITY accepts the Agreement as follows:

1. **Impact.** The purpose of this Agreement is to assist the CITY in addressing Community Impacts directly proportional and reasonably related to the OPERATOR. "Community Impacts" means, collectively, the following potential and actual impacts to the CITY directly related to or resulting from the construction and operation of the Establishment such as: (i) increased use of CITY services; (ii) increased use of CITY infrastructure; (iii) the need for additional CITY infrastructure, employees and equipment; (iv) increased traffic and traffic congestion; (v) increased air, noise, light and water pollution; (vi) issues related to public safety and addictive behavior; (vii) loss of CITY revenue from displacement of current businesses; (viii) issues related to education and housing; (ix) quality of life; and (x) costs related to mitigating other impacts to the CITY and its residents.
2. **Impact Fee.** In the event that the OPERATOR obtains one or more Final Licenses from the CCC and receives any and all necessary and required permits and licenses issuable by the CITY, which said permits and/or licenses allow the OPERATOR to locate, occupy, and operate one or more Adult Use Marijuana Establishments in the CITY then, upon opening or commencement of operations, the OPERATOR agrees to pay the CITY a Host Community Fee according to the following terms:

- The Host Community Fee shall be effective and required for the term of this Agreement as defined in Paragraph 18 below.
- The OPERATOR shall pay the CITY a percentage of gross revenue from all of the OPERATOR's operations in the CITY in accordance with the following schedule:

For Retail Marijauna License Class:

- Effective January 1, 2022, one percent (**1%**) of gross revenue from all of the OPERATOR's operations in the CITY during each full Calendar Year of operations for the term of this Agreement.

For Other Marijauna Establishment License Classes excluding Marijauna Courier:

- Effective January 1, 2022, three percent (**3%**) of gross revenue from all of the OPERATOR's operations in the CITY during each full Calendar Year of operations for the term of this Agreement.
- Gross Revenue shall include the revenue from production, sales, operations, or services in the CITY pursuant to the License, to the maximum extent permitted under G.L. c. 94G, § 3(d), regardless of whether those products contain, or facilitate the use, inhalation, or ingestion of, medical marijuana.
- The calculation of Gross Revenue shall not include: (i) revenue from operations covered under any other Host Community Agreement between the OPERATOR and the City of Holyoke, and (ii) transactions and transfers, within the City of Holyoke, between the Establishment and any other Adult Use Marijuana Establishment operated by the OPERATOR.
- The OPERATOR shall, within sixty (60) days from the close of the calendar year, submit a report to the CITY certifying the gross revenue for the preceding calendar year, in addition to any seed-to-sale tracking records required to be reported to the CCC under 935 CMR 500.105(8)(e) & 500.105(9)(c). The report shall specify the Host Community Fee as calculated under this section and shall be prepared by Certified Public Accountant in accordance with generally accepted accounting principles ("GAAP").
- Annual payments shall be due and payable no later than ninety (90) days from the close of the calendar year.
- In addition to the above referenced report to the CITY certifying gross revenue, the OPERATOR shall provide the CITY with an annual report detailing the

following information for the preceding Calendar Year: (i) the total number of the OPERATOR's transactions in the CITY (provided same is not a privacy violation); (ii) descriptions of any incidents on-site at the Establishment operated within the CITY that required a public safety response; and (iii) other such information reasonably requested by the CITY.

3. **Impact Fund.** The CITY shall use the above-referenced payments in its sole discretion consistent with the purpose of this Agreement and in accordance with G.L. c. 94G, § 3.
4. **Taxation.** At all times during the term of this Agreement, real property owned or operated by the OPERATOR shall be treated as taxable, and all applicable real estate and property taxes for that property shall be current and paid either directly by the OPERATOR or by its landlord. The OPERATOR shall not challenge the taxability of such property and shall not submit any applications for any statutory exemption from such taxes.
5. **Abatement.** Notwithstanding Paragraph 2 above: (a) if real property owned or operated by the OPERATOR is determined to be exempt for taxation or partially exempt, or (b) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full, fair market value, then the OPERATOR shall pay to the CITY an amount which, when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed, fair market value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Paragraph 3 shall be in addition to the payments made by the OPERATOR under Paragraph 1 of this Agreement.
6. **Payment in Lieu of Taxation.** In the event that the OPERATOR becomes eligible for status as a charitable organization and a related decrease or elimination of real property taxes, and tax revenue from the OPERATOR's location in the CITY is reduced or eliminated, the OPERATOR will make the assessed, fair market value tax payment directly to the CITY as an additional payment under this Agreement.
7. **Hiring Commitment.** The OPERATOR commits to make good faith efforts to hire qualified Holyoke residents whenever feasible for any employment opportunities that become available. Implementation of the Commitment shall include collaborating with MassHire Holyoke Career Center, Holyoke Community College, and other available resources within the City of Holyoke to train and/or recruit residents of Holyoke for all employment opportunities. Methods to recruit employees may include collaboration with local labor unions and other recruitment efforts, such as a neighborhood job fair, and posting of notices of opening at strategic locations, including notifying local community organizations about job opportunities. Upon commencing operations and within thirty (30) days of the start of the calendar year for each year this Agreement remains in effect, the OPERATOR will provide the CITY with an annual report for each previous year containing the following information: (1) the OPERATOR's employment level; (2) the number of Holyoke residents employed, and; (3) a description of the measures taken to fulfill this workforce hiring commitment.

8. **Public Safety Cooperation.** The OPERATOR shall comply with the conditions of any special permit issued by the City, including coordinating with the Holyoke Police Department (the "HPD") in the development and implementation of security measures, as required by the Commonwealth of Massachusetts, the CCC, and otherwise, including in determining the placement of exterior security cameras. The OPERATOR will maintain a cooperative relationship with the HPD, including but not limited to periodic meetings to review operational concerns and communication to the HPD of any suspicious activities on the site.
9. **Termination.** This Agreement shall terminate immediately at the time that any of the following occurs: the CITY notifies the OPERATOR of the CITY's termination of this Agreement for CAUSE as defined in this section; the OPERATOR or its assigns ceases to operate the Establishment in the CITY; the OPERATOR sells to another party; or if the OPERATOR fails to make payments to the CITY as required under this Agreement and such failure remains uncured for ninety (90) days following written notice to the OPERATOR. CAUSE shall be defined as any instance in which the OPERATOR willfully or negligently violates any laws of the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for ninety (90) days following written notice to the OPERATOR.
10. **Binding Effect.** This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The Parties shall be prohibited from assigning, in whole or in part, any portion of this Agreement without the written consent of the other party. Should a different license class be sought by the Operator in the future a separate Host Community will be required. .
11. **Compliance.** The OPERATOR shall comply with all laws, rules, regulations, and orders applicable to siting pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of the OPERATOR's facility. The terms of this Agreement do not supersede ordinances, regulations, and site plan approvals nor do they constitute compliance with any particular regulatory requirement other than the requirement that the OPERATOR enter into a Host Community Agreement with the City pursuant to G.L. c. 94G, § 3.
12. **Re-opener.** Should the CITY enter into a Host Community Agreement with any other Adult Use Marijuana Establishment within the same license class as the OPERATOR, as defined under 935 CMR 500.050(1)(d), for siting in the City of Holyoke at material terms more favorable to the OPERATOR of that establishment than the terms of this Agreement are to the OPERATOR of this Establishment, then this Agreement shall be modified to reflect those terms.
13. **Notices.** Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered postage prepaid mail, return receipt

requested; by hand; by overnight delivery service; or by other reputable delivery services, to the Parties at the addresses set forth on the first page of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.

14. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both of the Parties would be substantially or materially prejudiced.
15. **Choice of Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
16. **Accounting.** The OPERATOR shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard GAAP and all applicable guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.
17. **Integration.** This Agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not be modified or amended except by a written document executed by the Parties hereto.
18. **Term.** The term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the commencement of operations or the opening date of the Establishment (the "Expiration Date"), except as may otherwise be provided herein. In the event the OPERATOR does not open or commence operations of the Establishment within the CITY, then this Agreement shall automatically terminate, become void and be of no further force or effect as to either party. For such time as the OPERATOR continues operations within the city, the Parties agree to negotiate a successor Host Community Agreement upon expiration of this agreement. In the event the OPERATOR ceases operations in the CITY prior to Expiration Date, this Agreement shall terminate on such date the OPERATOR ceases operations. Payments due for that Calendar Year shall be prorated based on the number of days of operation during that quarter. The OPERATOR shall not be required to cease operations upon the Expiration Date of this Agreement unless for CAUSE as defined in Paragraph 10.
19. **Responding to the CCC.** If contacted by the CCC, the City shall promptly provide any information requested concerning the OPERATOR, including confirmation that the site of the Establishment is in a zoning district for which the operation is a permissible use, although a special permit shall be required before operations may commence.

Cancel

Edit

Done

20. **License Renewal.** Upon the request of the OPERATOR in connection with the renewal of its License, the City shall cooperate with and support the OPERATOR's obligation to provide an accounting of the financial benefits accruing to the CITY under this Agreement, as required by 935 CMR 500.103(4)(d).

**OPERATOR INFORMATION**

1. OPERATOR / ESTABLISHMENT Name: Burn Bright
2. Contact Person: Matthew Nelson
3. Telephone: (774) 400-5965
4. E-mail: Matthew.Nelson@burnbright.com

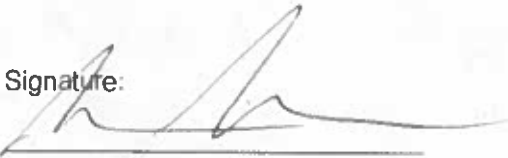
IN WITNESS WHEREOF, the CITY OF HOLYOKE and OPERATOR, have executed this Agreement as a sealed instrument as of the day and year the same is signed by all parties hereto, on the latest date noted below.

**OPERATOR:**

Name (print):

Matthew Nelson

Signature:



Title:

C.E.O

Date signed:

1/16/23**CITY OF HOLYOKE:**  
Joshua A. Garcia, Mayor

Date signed:

1/31/2023

APPROVED AS TO FORM:

  
City Solicitor

Date signed:

1-31-23



## Host Community Agreement Certification Form

### Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

### Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Burn Bright LLC

2. Name of applicant's authorized representative:

Matt Nelson

3. Signature of applicant's authorized representative:

4. Name of municipality:

Holyoke

5. Name of municipality's contracting authority or authorized representative:

Mayor Joshua A. Garcia

6. Signature of municipality's contracting authority or authorized representative:

  
[Redacted signature box]

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

garciaj@holyoke.org

8. Host community agreement execution date:

[Redacted date box]



[REDACTED]  
99 SUFFOLK ST  
HOLYOKE, MA 01040

[REDACTED]  
99 SUFFOLK ST  
HOLYOKE, MA 01040

[REDACTED]  
99 SUFFOLK ST  
HOLYOKE, MA 01040

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HOLYOKE, MA 01040

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[REDACTED]  
99 SUFFOLK ST  
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[REDACTED]  
99 SUFFOLK ST  
HOLYOKE, MA 01040

[REDACTED]  
528 WATER ST  
HOLYOKE, MA 01040

[REDACTED]  
63 NORTH CANAL STREET  
HOLYOKE, MA 01040

[REDACTED]  
85 SARGEANT ST  
HOLYOKE, MA 01040

[REDACTED]  
2 CABOT ST  
HOLYOKE, MA 01040

[REDACTED]  
170 LOCKHOUSE ROAD # 7  
WESTF ELD, MA 01085

[REDACTED]  
10 PARK PLAZA  
BOSTON, MA 02116

[REDACTED]  
10 PARK PLAZA  
BOSTON, MA 02116

[REDACTED]  
10 PARK PLAZA  
BOSTON, MA 02116

[REDACTED]  
10 PARK PLAZA  
BOSTON, MA 02116

[REDACTED]  
10 PARK PLAZA  
BOSTON, MA 02116

[REDACTED]  
191 ELM STREET  
EAST LONGMEADOW, MA 01028

[REDACTED]  
16027 CHALFONT PLACE  
DALLAS, TX 75248

[REDACTED]  
16027 CHALFONT PLACE  
DALLAS, TX 75248

[REDACTED]  
1017 S MONDS ROAD  
W LL AMSTOWN, MA 01267

[REDACTED]  
6 L BERTY SQUARE SU TE 2601  
BOSTON, MA 02109

[REDACTED]  
325 WEST HURON STREET SU TE 700  
CH CAGO, L 60654

[REDACTED]  
325 WEST HURON STREET SU TE 700  
CH CAGO, L 60654

[REDACTED]  
325 WEST HURON STREET SU TE 700  
CH CAGO, L 60654

[REDACTED]  
800 KELLY WAY SU TE 200  
HOLYOKE, MA 01040

## **Plan to Remain Compliant with Local Zoning**

The purpose of this plan is to outline how Applicant will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishment at 414 Race St in Holyoke, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

### **Background**

The City of Holyoke has an approved zoning ordinance regulating the time, place, and manner of Marijuana Establishments. This ordinance, Section 7-10 allows Recreational Marijuana Establishments, including Cultivation Product Manufacturing and Retail in the ("IG") General Industrial Zoning district. 414 Race St is located in the IG district and is compliant with all physical siting requirements outlined in the Ordinance. A Special Permit from the Holyoke City Council is also required. The applicant has applied for a Special Permit from the City Council. Special Permits do not expire unless a change of use occurs.

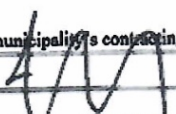
Applicant and its attorneys and consultants have reviewed this ordinance and have developed plans and strategies to comply with all requirements and special permit conditions.

### **Ongoing Compliance**

The applicant is committed to remaining in compliance with all local codes, ordinances, and bylaws. Our attorney and compliance consultant will make periodic assessments of our operation for compliance with all applicable local, state, and federal laws and regulations, including zoning and special permit compliance.

Our Team is in regular contact with and will remain in contact with the Mayor and other applicable municipal officials to ensure that there is an open line of communication. We will remain current with all zoning ordinance changes and requirements to ensure that the Applicant remains in compliance.

6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

garciaj@holyoke.org

8. Host community agreement execution date:

02/09/23



## Host Community Agreement Certification Form

### Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

### Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Burn Bright LLC

2. Name of applicant's authorized representative:

Matt Nelson

3. Signature of applicant's authorized representative:

4. Name of municipality:

Holyoke

5. Name of municipality's contracting authority or authorized representative:

Mayor Joshua A. Garcia

Subject: Address Clarification for CCC Application [MCN283849]

Dear CCC,

I am writing to bring to your attention an error in the address provided on my submitted application [MCN283849], specifically the Host Community Information (Plan to Remain Compliant with Local zoning). The incorrect address mentioned is 414 Race Street, Holyoke, MA. I would like to rectify this mistake and provide the correct address for future correspondence.

Correct Address:  
1 Cabot Street, UNIT 8  
Holyoke, MA  
01043

I apologize for any confusion or inconvenience this error may have caused. I assure you that the rest of the information provided in the application remains accurate and unchanged.

Please consider this attestation as an official clarification of the address discrepancy in my application. If there are any additional steps or forms required to update this information, kindly let me know, and I will promptly complete them.

Thank you for your attention to this matter. I appreciate your understanding and cooperation.

Sincerely,

Matthew Nelson  
Burn Bright LLC, CEO

Burn Bright LLC.  
Positive IMPACT PLAN

## 1. Overview

Burn Bright LLC. ("Burn Bright") is dedicated to promoting participation in the regulated industry by individuals previously impacted by enforcement of drug laws.

This program will comply with state law M.G.L. Ch. 94G §4 which requires Licensed Marijuana Establishments to, "...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities."

The CCC has identified groups the Positive Impact Plans are intended to impact positively as the following:

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

To support such populations, Burn Bright has created the following Positive Impact Plan (the "Plan") and has identified and created goals/programs to promote equity in 'Burn Bright' operations.

## 2. Goals

In order for Burn Bright to promote equity for the above-listed groups in its operations, Burn Bright has established the following goals:

1. Develop an annual mentorship program to give industry-specific training to at least four (4) individuals who identify as
  - a. Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
  - b. Commission-designated Economic Empowerment Priority applicants;
  - c. Commission-designated Social Equity Program participants;
  - d. Massachusetts residents who have past drug convictions; and
  - e. Massachusetts residents with parents or spouses who have drug convictions.
2. Provide at least 5 hours training per quarter to above individuals on steps to entering the industry as skilled workers.

### 3. Programs

Burn Bright has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Develop a Mentorship Program for individuals falling under the above-listed demographics. The Mentorship Program will support at least four (4) individuals per year, and Burn Bright will provide those individuals with a training course by our head grower. Applicants for and participants in the Mentorship Program will be asked to complete a demographic survey to ensure that at least four (4) individuals from the above demographics are selected. Trainings will cover topics such as:

- How To Grow Marijuana
- Marijuana Cooking & Extractions
- Marijuana Laws and Regulations
- Marijuana Facility Management • Marijuana as Medicine
- Becoming a Grower: Essential Skills Training

2. Host or participate in two (2) job fairs per year in Holyoke with a focus on identifying individuals who live in Holyoke, an Area of Disproportionate Impact. Job fairs may be held virtually and will be advertised via Facebook. Job fairs will be able to accommodate ten (10) participants on average.

3. Work with the City of Holyoke Office of Economic Development for partnering in resources on hiring Holyoke residents and providing mentoring.

### 4. Measurements

The Chief Operations Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Burn Bright continues to meet its commitments. Such measurable outcomes, in accordance with Burn Bright's goals and programs described above, include:

1. Documenting that applicants for mentorship are the target group
  - a. Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
  - b. Commission-designated Economic Empowerment Priority applicants;
  - c. Commission-designated Social Equity Program participants;
  - d. Massachusetts residents who have past drug convictions; and
  - e. Massachusetts residents with parents or spouses who have drug convictions.



2. Documenting the number of job fairs we participated in and how many applicants are residents of ADI Holyoke.
3. Documentation of communication with office of Economic Development partnering in strategies for hiring individuals from Holyoke.
4. Providing reports measuring the effectiveness of our mentoring program and number of individuals engaged in the program.

Beginning upon receipt of Burn Bright's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Burn Bright will begin to utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Operations Officer will review and evaluate Burn Bright's measurable outcomes no less than quarterly to ensure that Burn Bright is meeting its commitments. Burn Bright is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

## **5. Acknowledgements**

- Burn Bright LLC 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 every Marijuana Establishment.
- Any actions taken, or programs instituted, by Burn Bright LLC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

- a. Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- b. Commission-designated Economic Empowerment Priority applicants;
- c. Commission-designated Social Equity Program participants;
- d. Massachusetts residents who have past drug convictions; and
- e. Massachusetts residents with parents or spouses who have drug convictions.

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

- Marijuana Cooking & Extractions
- Marijuana Laws and Regulations
- Marijuana Facility Management • Marijuana as Medicine
- Becoming a Grower: Essential Skills Training

3. Hiring Goal of 10% of our in house staff from Holyoke job fairs and mentorship programs.

### **3. Programs**

Burn Bright has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Develop a Mentorship Program for individuals falling under the above-listed demographics. The Mentorship Program will support at least four (4) individuals per year, and Burn Bright will provide those individuals with a training course by our head grower. Applicants for and participants in the Mentorship Program will be asked to complete a demographic survey to ensure that at least four (4) individuals from the above demographics are selected. Trainings will cover topics such as:

- How To Grow Marijuana
- Marijuana Cooking & Extractions
- Marijuana Laws and Regulations
- Marijuana Facility Management
- Marijuana as Medicine
- Becoming a Grower: Essential Skills Training

2. Host or participate in two (2) job fairs per year in Holyoke with a focus on identifying individuals who live in Holyoke, an Area of Disproportionate Impact. Job fairs may be held virtually and will be advertised via Facebook. Job fairs will be able to accommodate ten (10) participants on average.

3. Work with the City of Holyoke Office of Economic Development for partnering in resources on hiring Holyoke residents and providing mentoring.

### **4. Measurements**

The Chief Operations Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Burn Bright continues to meet its commitments. Such measurable outcomes, in accordance with Burn Bright's goals and programs described above, include:

1. Documenting that applicants for mentorship are the target group

## 1. Overview

Burn Bright LLC. ("Burn Bright") is dedicated to promoting participation in the regulated industry by individuals previously impacted by enforcement of drug laws.

This program will comply with state law M.G.L. Ch. 94G §4 which requires Licensed Marijuana Establishments to, "...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities."

The CCC has identified groups the Positive Impact Plans are intended to impact positively as the following:

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

To support such populations, Burn Bright has created the following Positive Impact Plan (the "Plan") and has identified and created goals/programs to promote equity in 'Burn Bright' operations.

## 2. Goals

In order for Burn Bright to promote equity for the above-listed groups in its operations, Burn Bright has established the following goals:

1. Develop an annual mentorship program to give industry-specific training to at least four (4) individuals who identify as
  - a. Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
  - b. Commission-designated Economic Empowerment Priority applicants;
  - c. Commission-designated Social Equity Program participants;
  - d. Massachusetts residents who have past drug convictions; and
  - e. Massachusetts residents with parents or spouses who have drug convictions.

2. Provide at least 5 hours training per quarter to the above listed (4) individuals per year on steps to entering the industry as skilled workers.

Trainings will cover topics such as:

- How To Grow Marijuana

Burn Bright LLC.  
Positive IMPACT PLAN



**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: 001601940

1. The exact name of the limited liability company is: BURN BRIGHT CANNABIS, LLC

**2a. Location of its principal office:**

No. and Street: 82 WENDELL AVE. STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

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

No. and Street: 82 WENDELL AVE. STE 100  
 City or Town: PITTSFIELD State: MA Zip: 01201 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:**

APPLYING FOR LICENSE WITH THE CCC

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

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

I, BILL HAVRE OF REGISTERED AGENTS 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	MATTHEW NELSON	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 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
REAL PROPERTY	MATTHEW NELSON	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

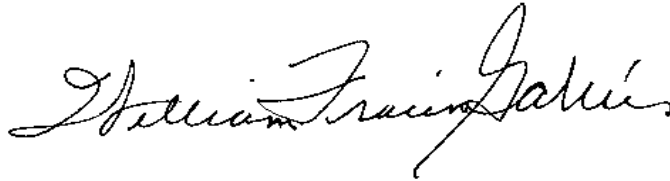
9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 7 Day of September, 2022,**  
**MATTHEW NELSON**  
*(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:

September 07, 2022 03:29 PM

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*





## The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$100.00

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

### Certificate of Amendment

(General Laws, Chapter )

Identification Number: 001601940The date of filing of the original certificate of organization: 9/7/20221.a. Exact name of the limited liability company: BURN BRIGHT CANNABIS, LLC1.b. The exact name of the limited liability company *as amended*, is: BURN BRIGHT, LLC

## 2a. Location of its principal office:

No. and Street: 82 WENDELL AVE. STE 100City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA3. *As amended*, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

4. The latest date of dissolution, if specified:

## 5. Name and address of the Resident Agent:

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

## 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	MATTHEW NELSON	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 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	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
REAL PROPERTY	MATTHEW NELSON	82 WENDELL AVE. STE 100 PITTSFIELD, MA 01201 USA

**9. Additional matters:**

**10. State the amendments to the certificate:**

ARTICLE 1. THE EXACT NAME OF THE LIMITED LIABILITY COMPANY IS HEREBY AMENDED FROM "BURN BRIGHT CANNABIS, LLC" TO "BURN BRIGHT, LLC"

**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of September, 2022,  
MATTHEW NELSON , Signature of Authorized Signatory.**

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:

September 20, 2022 12:57 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



# OPERATING AGREEMENT

FOR

Burn Bright LLC

A SINGLE MEMBER-MANAGED LIMITED LIABILITY COMPANY

## ARTICLE I

### Company Formation

- 1.1. **FORMATION.** The member has formed a Limited Liability Company (the "Company") according to the laws of the state in which the Company was formed. This operating agreement is entered into and effective as of the date it is adopted by the member.
- 1.2. **REGISTERED AGENT.** The name and location of the Company's registered agent will be stated in the company's formation documents.
- 1.3. **TERM.** The Company will continue perpetually unless:
  - (a) The sole member resolves to dissolve;
  - (b) Any event which causes the Company's business to become unlawful;
  - (c) The death, resignation, expulsion, bankruptcy, retirement of the sole member or the occurrence of any other event that terminates the continued membership of a member of the Company; or
  - (d) Any other event causing dissolution of the Company under applicable state laws.
- 1.4. **CONTINUANCE OF COMPANY.** In the event of an occurrence described in Section 1.3(c), the Company will expire and may be administratively dissolved.
- 1.5. **BUSINESS PURPOSE.** The Company will conduct any lawful business deemed appropriate in carrying out the Company's objectives.
- 1.6. **PRINCIPAL PLACE OF BUSINESS.** The Company's principal place of business will be stated in the formation documents, or as later selected by the member.
- 1.7. **THE MEMBER.** The name and residential address of the sole member is listed in Certification of Member section of this agreement.



- 1.8. **ADMISSION OF ADDITIONAL MEMBERS.** Additional members may only be admitted to the Company through a Certificate of New Membership issuance by the company of new interest in the Company or as otherwise provided in this agreement.

## **ARTICLE II**

### **Capital Contributions**

- 2.1. **INITIAL CONTRIBUTIONS.** The member will initially contribute capital to the Company, as described in Exhibit 1 attached to this agreement. The agreed total value of such property and cash is \_\_\_\_\_.
- 2.2. **ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no member will be 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. These profits and losses will be allocated to the member as set forth in this agreement below, as amended, and in accordance with Treasury Regulation 1.704-1.
- 3.2. **DISTRIBUTIONS.** The member will determine and distribute available funds annually or as they see fit. "Available funds" refers to the net cash of the Company available after expenses and liabilities are paid. Upon liquidation of the Company, distributions will be made in accordance with the positive capital account balances or pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b) (2). To the extent the 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 member is responsible for the management of the Company.
- 4.2. **MEMBERS.** The liability of the member will be limited according to state law.
- 4.3. **POWERS OF MEMBERS.** The member is authorized on the Company's behalf to make decisions as to:
- (a) the sale, development, lease, or other disposition of the Company's assets;
  - (b) the purchase or other 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.

The member is further authorized to execute and deliver:

- (w) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting Company assets;
- (x) all checks, drafts, and other orders for the payment of the Company's funds;
- (y) all promissory notes, loans, security agreements, and other similar documents; and
- (z) all other instruments of any other kind relating to the Company's affairs.

4.4. **NOMINEE.** Title to the Company's assets must be held in the Company's name or in the name of any nominee that the member may designate. Pursuant to the powers listed in Section 4.3, the member has the power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his or her willful misconduct.

4.5. **EXCULPATION.** Any act or omission of the member, the effect of which may cause loss or damage to the Company, if done in good faith to promote the best interests of the Company, will not subject the member to any liability.

4.6. **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 the person is or was a member of the Company, 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 member determines 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 with respect to any criminal action proceeding, has 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, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was lawful.

4.7. **RECORDS.** The member 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) A copy of the Articles of Organization, this operating agreement, and all amendments to either document;



- (c) Copies of Company's federal, state and local income tax returns and reports for the three (3) most recent years;
- (d) Copies of the Company's financial statements for the three (3) most recent years.

## **ARTICLE V**

### **Compensation**

- 5.1. **MANAGEMENT FEE.** The member rendering services to the Company is entitled to compensation proportionate with the value of those services.
- 5.2. **REIMBURSEMENT.** The Company must reimburse the member for all direct out-of-pocket expenses incurred in managing the Company.

## **ARTICLE VI**

### **Bookkeeping**

- 6.1. **BOOKS.** The member will maintain a complete and accurate accounting of the Company's affairs at the Company's principal place of business. The member may select the method of accounting and the company's accounting period will be the calendar year.
- 6.2. **MEMBER'S ACCOUNTS.** The 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:
  - (x) Distributions to the member in reduction of Company capital;
  - (y) The member's share of Company losses if charged to his or her capital account.
- 6.3. **REPORTS.** The member will close the books of account after the close of each calendar year and will prepare a statement of such member's distributive share of income and expense for income tax reporting purposes. The member must keep such statements with the other financial statements kept pursuant to Section 4.7(d).

## **ARTICLE VII**

### **Transfers**

- 7.1. **ASSIGNMENT.** The member may sell, assign, or otherwise dispose of all or any part of his or her interest in the Company.

## **ARTICLE VIII**

### **Dissolution**

- 8.1. **DISSOLUTION.** The member may dissolve the company at any time. The member may NOT dissolve the company for a loss of membership interests. Upon dissolution the company must



pay its debts first before distributing cash, assets, and/or initial capital to the member or the member's economic interests. The dissolution may only be ordered by the member, not by the owner of the member's economic interests.

### CERTIFICATION OF MEMBER

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by the member as of this 14<sup>th</sup> day of October, 2022.

**Member:**

Name Matthew Nelson Percent 100 %

Address 65 Ash rd., New Bedford, Ma.

X 

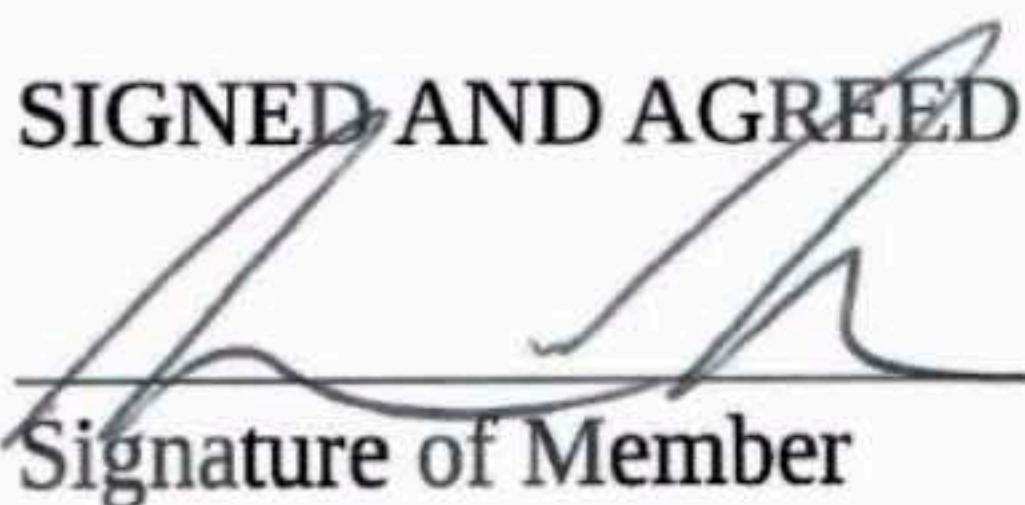


**EXHIBIT 1**  
**CAPITAL CONTRIBUTIONS**

Pursuant to ARTICLE 2, the member's initial contribution to the Company capital is stated to be \$\_\_\_\_\_. The description and each individual portion of this initial contribution is as follows:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SIGNED AND AGREED this 14<sup>th</sup> day of October, 2022.

  
\_\_\_\_\_  
Signature of Member





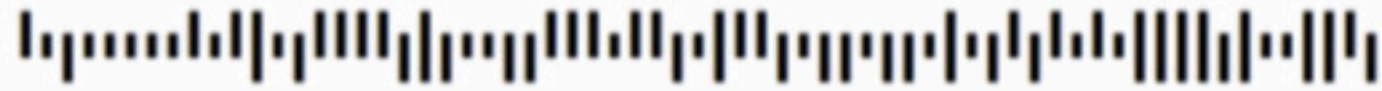
Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0244136480  
Notice Date: January 19, 2023  
Case ID: 0-001-845-847



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MATTHEW NELSON  
69 NASH RD  
NEW BEDFORD MA 02746

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, MATTHEW NELSON 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, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

Visit [mass.gov/dor](https://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

Use the confirmation code below to print another copy of this letter or to review your submission.  
Confirmation Code: 7gypf7





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

William Francis Galvin  
Secretary of the  
Commonwealth

January 12, 2023

TO WHOM IT MAY CONCERN:

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

**BURN BRIGHT, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **September 7, 2022.**

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; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; 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: **MATTHEW NELSON**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MATTHEW NELSON**



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



COMMONWEALTH OF MASSACHUSETTS  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

Notice Date: February 27, 2023  
Case ID: 0-001-893-831

mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BURN BRIGHT LLC  
1 CABOT ST UNIT 8  
HOLYOKE MA 01040-6097

000017

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, BURN BRIGHT 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.

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### *Visit us online!*

Visit [mass.gov/dor](http://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

# Burn Bright LLC

## Plan for Obtaining Liability Insurance

### Overview

We are in discussions with insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

1. Once the company receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experienced in the legal marijuana industry.
  - a. The company will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission.
  - b. The deductible for each policy will be no higher than \$5,000 per occurrence and will be activated by an insurer before being granted a final license by the Commission.
2. The company will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.

### **Executive summary continued**

Team.

M. Nelson - chief executive officer

- Born and raised in Massachusetts, former service member in the us army, currently a disabled veteran. Currently involved with military charities.
- Background in computer and electrical engineering, studied renewable energy's in green energies in Copenhagen and Sweden.

**\*Open position \*** - master grower position.

#### **Advisory board:**

Bowditch- consulting firm

Marvin cable- legal

#### ***Professionally affiliated services***

Bank- Needham bank

Insurance agency -

Hydroponics supplier - Green house tech solutions

#### **Staffing requirements.**

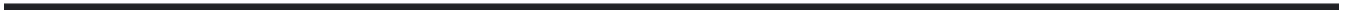
##### **Staff years 1-3**

1 full-time grill master,

**Executive summary continued**

**Objectives**

- Year 1. Secure all licensing and approvals to cultivate Cannabis in the Commonwealth a Massachusetts and complete facility build out.
- Year 2-3. Begin cultivation, production and sales. Expand to full 5000 ft.<sup>2</sup> canopy
- Year 4. Purchase additional property, upgrade license tier level, expand to full canopy
- Year 5. Secure dispensary license.



### **Executive summary continued**

Company summary

#### **Company ownership**

**Burn Bright LLC.** is currently a Single member LLC with a Matthew Nelson currently serving as the sole member.

#### **License type:**

Teir- 1 cultivation

\*possible product manufacturer\*

#### **Location:**

1 cabot st., . Holyoke, Ma

#### **Products:**

**Burn Bright LLC.** Will cultivate 5 -7 cannabis strains during the first year after receiving final licensure from the Massachusetts cannabis control commission. Strains are carefully selected to provide a range of high-quality products. The facility will have 5 separate flower rooms totaling over 1000 ft. Each rooms environment will be calibrated specifically for the cannabis strain it contains we project to produce between 400 to 600 pounds per year. Nelsons cultivation center\*parent company\*will dry process and cure cannabis. Once tested premium flour will be packaged into approved containers with all required labeling. Mid-level flower will be packaged into pre-rolls, and lower level flower trim, and shake will be sold for manufacturing.



### ***Executive summary***

The ***Burn Bright*** company will cultivate premium cannabis to supply the growing recreational industry in Massachusetts. Using a model comparable to microbreweries, we will combine high-quality craft products with unique branding to stand out from large cultivators. Located in the Holyoke, Massachusetts our facility will have ***5,000 square-foot*** of cannabis canopy with additional space available for future expansion.

### ***Goals***

1. Open a cannabis cultivation center within the commonwealth of Massachusetts
2. Cultivate premium craft cannabis
3. Remain in full compliance with all local and state regulations
4. Use the most energy efficient environmentally friendly equipment and techniques in the horticultural industry
5. Provide a positive impact on the community through local employment, use of local services when available, and participate in charitable activities

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Business name.  
**Burn Bright LLC.**

Business address.  
1 cabot st., unit 8  
Holyoke, Ma

Contact information  
BurnBright2022@gmail.com  
(774)400-5965

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**Market overview continued**

Sales and marketing strategy-

State and federal regulations place restrictions on cannabis advertising. Any activity or advertising campaign that Nelsons cultivation center parent company LLC engages and will be in full compliance with 935 capital CMR 500.1054.

- Direct marketing industry events
- Create a social media presence following by actively organic networking with compensated influencers
- Continue sales discussions with retailers we are currently engaged with ones closer to licensure.
- Research products offerings of retailers to identify the ones basic dealing in premium craft cannabis
- Build new relationships with identified retailers using – person networking.



### **Market overview**

Cannabis sales in Massachusetts graph, 2019–2020, 2021-2023.

### **Product distribution**

Buds, edibles, pre-rolls, concentrates, vapes, shake/trim.

### **Key customers & competitors**

Customers-

There are more than 350+ marijuana retailers and 175 manufacturers in the commonwealth of Massachusetts, but we are initially targeting the 25 Dash 30 retailers that compete with then blank plus blank counties. Based on market research, the wholesale supply in Massachusetts is only meeting 85% of the demand and the addition of home delivery and social consumption licenses will increase the number of businesses seeking cannabis. Our direct competitors are other wholesale and cultivators in Massachusetts including X & X. Most/many of our competitors huge large warehouse down facilities with massive batches requiring many hands or automation, which can dilute the overall THC and CBD qualities of the end product. Our smaller craft batch sizes close close attention close attention to detail and hand gardening produce high-quality craft products.



Placeholder for location description

&

Floorplan markup up includes square footage.  
Start at % of max capacity with room to expand each year.

1 full-time cultivator,  
1 part time cultivator assistant,  
1 part time security personnel.

Staff years 4-5

1 full-time grill master,  
2 full-time cultivators,  
1 part time cultivators assistant,  
1 part time security personnel.



# 1. Roles, Qualifications, and, Training

## 1.1. General

- 1.1.1. All employees shall receive training on job specific duties prior to performing those job functions.
- 1.1.2. All employees shall receive a minimum of eight (8) hours of ongoing training annually.
- 1.1.3. All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available.
- 1.1.4. All new employees shall complete the Responsible Vendor Program within 90 days of being hired.
- 1.1.5. Responsible Vendor Program documentation must be retained for four (4) years.

## 1.2. Facility Job Classifications and Requirements:

- 1.2.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, inspectors, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to cultivate, process and manufacture, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.2.2. **Duty Manager** - The Duty manager deputizes for the Operations Manager in their absence. The Duty manager must interface with staff, law enforcement, inspectors, vendors, and customers. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train and supervise employees. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.2.3. **Wholesale Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.
- 1.2.4. **Cultivation Associate** - Our facility has an ongoing need for cultivation associates to cultivate, process and manufacture our range of cannabis plants and derivatives.

Cultivation associates will be required to possess or undergo training in the following cultivation and processing skills:

Plant care and management

Extraction  
Weighing  
Measuring  
Freezing  
Drying

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A production associate will maintain records in accordance with the Operations Manual, fulfill production routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Cultivation associates will be trained by the operations manager. This position may be full-, or part-time.

### **1.3. Employee Training and Selection**

1.3.1. Our cultivation facility is looking for motivated, friendly, articulate and compassionate people to help create our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include sales, pharmacy, and those with previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

- 1.3.1.1. Cannabis Science
- 1.3.1.2. Horticultural & Organic Cultivation
- 1.3.1.3. Methods of Extraction
- 1.3.1.4. Methods of Ingestion
- 1.3.1.5. Cooking with Cannabis
- 1.3.1.6. Medical marijuana use
- 1.3.1.7. Massachusetts Cannabis Law

1.3.2. Our company is looking for all types of help for our wholesale manufacturing operation, both operational, and administrative. Typical responsibilities include:

- 1.3.2.1. Production management
- 1.3.2.2. Wholesale Sales
- 1.3.2.3. Production and cultivation
- 1.3.2.4. Packaging labeling and inventory
- 1.3.2.5. Sanitation and maintenance of the facility
- 1.3.2.6. Security of the facility and deliveries
- 1.3.2.7. Back-office business and management roles such as, account management, administration, etc.



## **Personnel Policies and Background Checks**

**1. Introduction**

- 1.1. Changes in Policy
- 1.2. Employment-At-Will
- 1.3. Marijuana Establishment Agent

**2. Roles, Qualifications, Training, and Selection**

- 2.1. Facility Job Classifications and Requirements:
- 2.2. Employee Training and Selection

**3. Employment Policies**

- 3.1. Employee Classifications
- 3.2. Equal Employment Opportunity & American with Disabilities Act.
- 3.3. Diversity Plan
- 3.4. Confidentiality.
- 3.5. Employment of Minors.
- 3.6. Employment of Relatives
- 3.7. Introductory Period
- 3.8. Personnel Records and Employee References
- 3.9. Privacy
- 3.10. Immigration Law Compliance
- 3.11. Religious Accommodation
- 3.12. Political Neutrality

**4. Hours of Work and Payroll Practices**

- 4.1. Pay Periods and Paydays
- 4.2. Overtime
- 4.3. Rest and Meal Periods
- 4.4. Time Cards
- 4.5. Payroll Deductions
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**Standards of Conduct and Employee Performance**

- 4.7. Anti-Harassment and Discrimination
- 4.8. Prohibited Conduct
- 4.9. Complaint Procedure
- 4.10. Attendance
- 4.11. Discipline and Standards of Conduct.
- 4.12. Dress Code
- 4.13. Safety
- 4.14. Substance and Abuse
- 4.15. Workplace Searches.
- 4.16. Social Media Policy.
- 4.17. Cell Phone Policy

**5. Employee Benefits and Services**

- 5.1. General
- 5.2. Group Health Insurance
- 5.3. COBRA
- 5.4. Worker's Compensation.
- 5.5. Social Security Benefits (FICA)
- 5.6. Unemployment Insurance

**6. Employee Leaves of Absence and Time Off**

- 6.1. General
- 6.2. Sick Days
- 6.3. Holidays
- 6.4. Pregnancy-Disability Leave
- 6.5. Workers' Compensation Leave
- 6.6. Voting Time

# 1. Introduction

## 1.1. The Employee Handbook

- 1.1.1. This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of High Five. (the "Company") and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

## 1.2. Changes in Policy

- 1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.
- 1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by High Five. and you may not rely on policies that have been superseded.
- 1.2.3. **If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.**

## 1.3. Employment-At-Will

- 1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with five days notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with five days notice.
- 1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

#### **1.4. Marijuana Establishment Agent - Background Checks**

- 1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.
- 1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.
- 1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
  - 1.4.3.1. be 21 years of age or older;
  - 1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
  - 1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- 1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.
- 1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.
- 1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the Company..
- 1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
- 1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- 1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
- 1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

## 2. Roles, Qualifications, and, Training

### 2.1. Facility Job Classifications and Requirements:

- 2.1.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to process and manufacture, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 2.1.2. **Wholesale Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.
- 2.1.3. **Production Associate** - Our facility has an ongoing need for production associates to process and manufacture our range of cannabis products. This product range includes, but is not limited to:

Edibles  
Extracts  
Pre-rolls  
Tinctures  
Beverages  
Vape pens

Production associates will be required to possess or undergo training in the following manufacturing skills:

Extraction  
Weighing  
Measuring  
Filling cones  
Freezing  
Drying

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis,

the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A production associate will maintain records in accordance with the Operations Manual, fulfill production routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Production associates will be trained by the operations manager. This position may be full-, or part-time.

## **2.2. Employee Training and Selection**

2.2.1. Our production facility is looking for motivated, friendly, articulate and compassionate people to help create our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include sales, pharmacy, and those with previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

- 2.2.1.1. Cannabis Science
- 2.2.1.2. Horticultural & Organic Cultivation
- 2.2.1.3. Methods of Extraction
- 2.2.1.4. Methods of Ingestion
- 2.2.1.5. Cooking with Cannabis
- 2.2.1.6. Medical marijuana use
- 2.2.1.7. Massachusetts Cannabis Law

2.2.2. Our company is looking for all types of help for our wholesale manufacturing operation, both operational, and administrative. Typical responsibilities include:

- 2.2.2.1. Production management
- 2.2.2.2. Wholesale Sales
- 2.2.2.3. Production and manufacturing
- 2.2.2.4. Packaging labeling and inventory
- 2.2.2.5. Sanitation and maintenance of the facility
- 2.2.2.6. Security of the facility and deliveries
- 2.2.2.7. Back-office business and management roles such as, account management, administration, etc.

## **3. Employment Policies**

### **3.1. Employee Classifications**

- 3.1.1. The following terms are used to describe employees and their employment status:
- 3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
- 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
- 3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
- 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
- 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.
- 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.
- 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.
- 3.2. **Equal Employment Opportunity & American with Disabilities Act.**
  - 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and



termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

- 3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.
- 3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

### **3.3. Diversity Plan**

It is the policy of this company to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its business operations. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Our company's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our company's policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

### **3.4. Confidentiality.**

- 3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

- 3.4.2. As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

### **3.5. Employment of Relatives**

- 3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.
- 3.5.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

### **3.6. Introductory Period**

- 3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

### **3.7. Personnel Records and Employee References**

- 3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However,

the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

- 3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.
- 3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

### **3.8. Privacy**

- 3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. If a healthcare plan becomes available in the future, healthcare enrollment information will be kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.
- 3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

### **3.9. Immigration Law Compliance**

- 3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

### **3.10. Religious Accommodation**

- 3.10.1. The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who

can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

### **3.11. Political Neutrality**

- 3.11.1. Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

## **4. Hours of Work and Payroll Practices**

### **4.1. Pay Periods and Paydays**

- 4.1.1. Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

### **4.2. Overtime**

- 4.2.1. non-exempt employees will be paid in accordance with Federal and Massachusetts state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

### **4.3. Rest and Meal Periods**

- 4.3.1. All rest and meal periods will be in accordance with Massachusetts state law. To the extent Massachusetts state law does not require rest and meal breaks, non-exempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Non-exempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

### **4.4. Time Cards**

- 4.4.1. Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

### **4.5. Payroll Deductions**

- 4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each

calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

#### **4.6. Wage Garnishment**

- 4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

## **5. Standards of Conduct and Employee Performance**

### **5.1. Anti-Harassment and Discrimination**

- 5.1.1. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

### **5.2. Prohibited Conduct**

- 5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:
- 5.2.1.1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.
  - 5.2.1.2. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.
- 5.2.2. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.
- 5.2.3. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

### **5.3. Complaint Procedure**

- 5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.
- 5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.
- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

### **5.4. Attendance**

- 5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive
- 5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

### **5.5. Discipline and Standards of Conduct**

- 5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.
- 5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:
  - 5.5.2.1. Dishonesty;
  - 5.5.2.2. Any agent found to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor may be subject to immediate dismissal.
  - 5.5.2.3. Falsification of Company records;

- 5.5.2.4. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
- 5.5.2.5. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- 5.5.2.6. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- 5.5.2.7. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- 5.5.2.8. Unauthorized or careless use of the Company's materials, equipment or property;
- 5.5.2.9. Unauthorized and/or excessive absenteeism or tardiness;
- 5.5.2.10. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- 5.5.2.11. Sexual or other illegal harassment or discrimination;
- 5.5.2.12. Unauthorized use or disclosure of the Company's confidential information;
- 5.5.2.13. Violation of any Company policy.

## 5.6. **Dress Code**

- 5.6.1. What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and not present a hazard in the performance of your job.
- 5.6.2. Approval or disapproval of what constitutes appropriate dress is at the discretion of the duty manager.

## 5.7. **Safety**

- 5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.
- 5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

## 5.8. **Substance and Abuse**

- 5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, smoking, and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or
- 5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
- 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed

amounts. It also includes any substance a person holds out to another as an illegal drug.

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

5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

## **5.9. Workplace Searches**

5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.

5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.

5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.

5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

## **5.10. Social Media Policy**

5.10.1. High Five. is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.

5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.

5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and



to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.

- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.
- 5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

#### **5.11. Cell Phone Policy**

- 5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the facility, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.
- 5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

## **6. Employee Benefits and Services**

### **6.1. General**

- 6.1.1. Aside from those benefits required by state and federal regulations, High Five. also offers additional benefits for its full-time employees.
- 6.1.2. From time to time, benefits may be added or deleted from the benefits package.
- 6.1.3. The Company reserves the right to make such changes. This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.
- 6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

### **6.2. COBRA**

- 6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health

insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

### **6.3. Worker's Compensation**

- 6.3.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.3.2. High Five. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.
- 6.3.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.
- 6.3.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.3.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

### **6.4. Social Security Benefits (FICA)**

- 6.4.1. During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

### **6.5. Unemployment Insurance**

- 6.5.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

## **7. Employee Leaves of Absence and Time Off**

### **7.1. General**

- 7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for

unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

- 7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation.
- 7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.
- 7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
- 7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

## **7.2. Sick Days**

- 7.2.1. Eligible employees are entitled to paid sick days in accordance with Massachusetts law.

## **7.3. Pregnancy-Disability Leave**

- 7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.
- 7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.
- 7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

#### **7.4. Workers' Compensation Leave**

- 7.4.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

#### **7.5. Voting Time**

- 7.5.1. Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

## 1.1. Quality Control and Testing

### 1.1.1. Incoming marijuana inventory

- 1.1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.1.2. We must ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
  - 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.
- 1.1.1.3. All of the raw cannabis materials used in our products are tested by our cultivation suppliers. The initial quality control and testing of these raw cannabis materials is the responsibility of these suppliers. That being said, there are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.
  - All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana and Inventory Control and Reconciliation** protocols above.
  - Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
  - Together, the Operations Manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).
  - Each of the three parties should submit a report on the incident to the Commission.
  - The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
  - Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:
    - 1.1.1.3.○.1. Stock is efficiently rotated to ensure that older product is used before newer product.

- 1.1.1.3.○.2. All stock is appropriately stored to prevent spoiling and damage to the product.

#### **1.1.2. Outgoing marijuana inventory**

- 1.1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.2.2. All of our products are sold pre-packaged and tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and CCE CAT, LLC. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed retail establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.
- 1.1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana and Inventory Control and Reconciliation** protocols above.
- 1.1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.
- 1.1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- 1.1.2.6. Together, the Operations Manager, the testing laboratory, and the original cultivator will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).
- 1.1.2.7. Each of the three parties should submit a report on the incident to the Commission.
- 1.1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
- 1.1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:
  - Stock is efficiently rotated to ensure that older product is sold before newer product.
  - All stock is appropriately stored to prevent spoiling and damage to the product.

#### **1.1.3. Hygiene**

- 1.1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.
- 1.1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
  - Maintaining adequate personal cleanliness; and

- Washing hands appropriately.
- 1.1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- 1.1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 1.1.3.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 1.1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 1.1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 1.1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- 1.1.3.9. Water supply shall be sufficient for necessary operations.
- 1.1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 1.1.3.11. The establishment shall provide its employees with adequate, readily accessible toilet facilities.
- 1.1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

## **Record keeping procedures**

- 1.1.** Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. We will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

- 1.1.1. Written Operating Procedures as required by 935 CMR 500.105 (1) The Operations Manager has copies of the company operating procedures.

- 1.1.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
- 1.1.1.2. All employees are responsible for ensuring that these operating procedures are followed.
- 1.1.1.3. Any deviation from standard operating procedures must be authorized by the Operations Manager or your immediate supervisor.
- 1.1.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
- 1.1.1.5. Any material changes will be communicated to the Commission
- 1.1.1.6. Inventory records as required by 935 CMR 500.105(8);

**1.1.2. Inventory records include:**

- Shipping and delivery manifests
- Delivery and shipping video recordings
- Daily production stock withdrawal and return reports
- Weekly inventory reports
- Product return reports
- 1.1.2.1. Shipping manifests - All deliveries and shipments will be accompanied by a shipping manifest. Once this document has been used to verify the delivery or shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.
- 1.1.2.2. Delivery and shipment packing and unpacking video recordings - All deliveries and shipments will be recorded using a video recording device. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.
- 1.1.2.3. Daily production stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the production area for use. These items will be carefully recorded at the time of withdrawal. Unused production stock will be recorded on the same sheet when returned to the storage vault at the end of daily operations.
  - 1.1.2.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of production stock to the storage vault.



- 1.1.2.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.4. Weekly inventory reports - Each week, the Operations Manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e). The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.2.6. Our manufacturing establishment receives raw marijuana, and marijuana products in a variety of forms for use in our range of products .
- 1.1.2.7. Once goods are delivered and manifests verified, all marijuana products must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.2.8. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest.

**1.1.3. Personnel records:**

- 1.1.3.1. All personnel files are to be stored in the records cabinet
- 1.1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.3.3. A personnel record for each marijuana establishment agent 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:
  - 1.1.3.3.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - 1.1.3.3.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - 1.1.3.3.3. 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;
  - 1.1.3.3.4. documentation of periodic performance evaluations;
  - 1.1.3.3.5. a record of any disciplinary action taken.
  - 1.1.3.3.6. notice of completed responsible vendor and eight-hour related duty training.
  - 1.1.3.3.7. records of any health and safety related incidents

#### **1.1.4. Personnel policies and procedures**

- 1.1.4.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.4.2. Certain specialized procedures are contained in the security plan.
- 1.1.4.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.
- 1.1.4.4. All personnel files are to be stored in the records cabinet
- 1.1.4.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.4.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.4.7. In the course of normal operations quantities of marijuana waste may be generated from normal processing operations, packaging errors, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.4.8. All cannabis waste must be handled in accordance with the **Cannabis Waste Disposal Procedures** above.
- 1.1.4.9. The items disposed of and recorded in the inventory reconciliation report must also be entered in the seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.4.10. At least two licensed marijuana agents must witness and document this process.
- 1.1.4.11. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

#### **1.1.5. Security Device Log**

- 1.1.5.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
  - 1.1.5.2. Employees acknowledge the receipt or return of such devices by signing this log.
  - 1.1.5.3. Recording the issue and return of all security devices is the responsibility of the Operations Manager or senior management as required in the security plan.
  - 1.1.5.4. The issue of security devices may only be authorized by the Operations Manager or senior management as required in the security plan.
  - 1.1.5.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.
- 1.1.6. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

- 1.2.** As per 935 CMR 500.105 (9) we will maintain our records in accordance with generally accepted accounting principles
- 1.3.** Our written operating procedures will be maintained as required by 935 CMR 500.105(1). *935 CMR 500.105(9)*
- 1.4.** The following business records will be maintained;
- Assets and liabilities;
  - Monetary transactions;
  - Books of accounts;
  - Sales records; and
  - Salary and wages paid to each employee. *935 CMR 500.105(9)*

**1. Environmental Policies and Procedures -**

- a. We endeavor to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. These include, but are not limited to;
  - i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and water usage over the preceding 12-month period.
  - ii. The use of natural light where possible. We use natural light where possible and only utilize supplemental lighting when needed. Our lighting system is LED-based and offers substantial energy savings when compared to HID, or High-Intensity Discharge lights.
  - iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array to supplement and offset electrical demand through a renewable energy source.
  - iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
  - v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- b. We shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management under 935 CMR 500.103(2).
- c. We shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.
- d. We will adhere to the following minimum energy efficiency and equipment standards;
  - i. The building envelope for our facilities except greenhouses, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning

Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR; State Building Code.

- ii. The Lighting Power Densities (LPD) for cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space unless otherwise determined in guidelines issued by the Commission.
- iii. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.
- iv. Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code, IECC Section C.403 ASHRAE Chapter 67 as applied or incorporated by reference in (780 CMR: State Building Code).
- v. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55 § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

## **1.1. Maintenance of Financial Records Plan**

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. The company will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

- 1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:
  - 1.1.1.1. Assets and liabilities.
  - 1.1.1.2. Monetary transactions.
  - 1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
  - 1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and
  - 1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- 1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- 1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.
- 1.4. Our facility is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).
  - 1.4.1. General
    - 1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.
    - 1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
    - 1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.
    - 1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to the Commission, and cooperate in any investigation, and take such other action directed by the Commission.
  - 1.4.2. Inventory records include:
    - 1.4.2.1. Shipping manifests
    - 1.4.2.2. Delivery and unpacking video recordings
    - 1.4.2.3. Daily sales stock withdrawal and return reports
    - 1.4.2.4. Weekly inventory reports

- 1.4.2.5. Product return reports
- 1.4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 1.4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
- 1.4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.
- 1.4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- 1.4.7. The accounts will be reviewed monthly by a licensed CPA.
- 1.4.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.
- 1.4.9. The duty manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- 1.4.10. Expense records
  - 1.4.10.1. duty managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
  - 1.4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.
- 1.4.11. Contracts and Agreements - Green River Cannabis Company, Inc, will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;
  - Sales and Purchase agreements
  - Loan agreements
  - Rental agreements
  - Lease agreements
  - Franchise agreements
  - Sale and lease back agreements
  - Trading agreements with suppliers
  - Insurance policies
  - Legal documentation
  - All such documentation must be digitized and a hard copy stored in the records cabinet.
- 1.4.12. Other documents may include;
  - Deposits with utility companies
  - Contracts with telecommunications companies
  - Business registration documents and certificates
  - Business licensing documents
  - Surety bonds
  - Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.



### IMPORTANT NOTE

The cultivation of cannabis products is our reason for existence. We have been licensed by the state and local authorities to provide and sell inspected, quality cannabis products for adult use, and, where appropriate, to educate our clientele on any questions they might have about the safe use of these products.

Inevitably, many customers will seek out cannabis for its perceived medical benefits. **We are not doctors, and consequently, cannot give medical advice.** We can offer guidance and share anecdotal stories of what customers have experienced from some of the different strains and delivery methods (tincture, edibles, etc...) that we offer, but **we cannot give assurances that any cannabis product will work to alleviate any particular ailment or symptom.**

As a licensed cultivation establishment we are mandated to follow the state's requirements for tracking sales. Our license only permits wholesale sales to licensed marijuana retail establishments. The state requires that we track and record all sales transactions including customer details. This is also an essential element of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion. All customers must have their details, including their verified state retail marijuana license entered into the database prior to any sale or transfer. These details, together with a record of their purchases, will be recorded and maintained for the benefit of state inspectors.

**NO** customer may enter our production premises without first presenting a valid, recognized, photo ID to the Duty Manager. Valid ID must be shown before entering the facility and at the Point of Sale for data-entry purposes.

**There are NO EXCEPTIONS, and NO EXCUSES to this rule.**

#### 1. Restricting Access to age 21 and older

- 1.1. All employees and registered agents must be 21 years of age or older.
- 1.2. All visitors must be 21 years of age or older.
- 1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID.
- 1.4. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.
- 1.5. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
- 1.6. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
- 1.7. All cannabis waste will be rendered unusable and safely disposed of as outlined in **Cannabis Waste Disposal Procedures**, above.
- 1.8. All access to cannabis product will be strictly controlled and monitored as outlined in **Prevention of Diversion**, above.

Burn Bright LLC.  
DIVERSITY PLAN

## **1. Overview**

Burn Bright LLC. ("Burn Bright") is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+.

To support such populations, Burn Bright has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in 'Burn Bright' operations.

## **2. Goals**

In order for Burn Bright to promote equity for the above-listed groups in its operations, Burn Bright has established the following goals:

1. Develop an annual mentorship program to give industry-specific training to at least four (4) individuals who identify as either a woman, minority, veteran, person with a disability, or person identifying as LGBTQ+.
2. Hire such that staff is comprised of at least 50% women; 15% minorities; 10% veterans; 5% LGBTQ+; and 5% people with disabilities.

## **3. Programs**

Burn Bright has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Develop a Diversity empowerment program wherein our new hires are first interviewed with their commitment to being part of a diverse team in mind and then provided our customized Diversity course based on best practices in educating on the importance of Diversity, how it is good for business, and how it is part of State compliance.
2. Host a monthly meet and greet staff pot luck that is world and culturally diverse themed to allow employees to show off their culture, food, and personal stories
3. Work with the City of Holyoke Department of Veterans' Services to advertise employment opportunities tailored to hiring Veterans on their job board.

## **4. Measurements**

The Chief Operations Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Burn Bright continues to meet its commitments. Such measurable outcomes, in accordance with Burn Bright's goals and programs described above, include:

1. Documenting that staff is comprised of at least 50% women; 15% minorities; 10% veterans; 5% LGBTQ+; and 5% people with disabilities.
2. Documenting the number of open positions posted with the Department of Veterans' Services of Holyoke;
3. Documenting the number of job fairs that Burn Bright hosts or participates in in Holyoke.
4. Providing reports measuring the effectiveness of our Diversity cultural program and number of individuals engaged in the program.

Beginning upon receipt of Burn Bright's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Burn Bright will begin to utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Chief Operations Officer will review and evaluate Burn Bright's measurable outcomes no less than quarterly to ensure that Burn Bright is meeting its commitments. Burn Bright is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

## **5. Acknowledgements**

- Burn Bright LLC 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 every Marijuana Establishment.
- Any actions taken, or programs instituted, by Burn Bright LLC will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Operating policies and procedures  
Diversity Plan

**Statement of purpose:** Burn Bright LLC is dedicated to promoting equality and diversity, in its operations.

**Goal 1:**

50% of Burn Bright LLC's staff is to be made up of:

- a. Veterans
- b. Women
- c. Minorities
- d. People with disabilities
- e. LGBTQ+

**Action Plan:**

- 1) List employment opportunities in publications weekly, that serve diverse audiences and demographics: **Frequency:** Weekly
  - a. US Veterans Magazine (<https://usveteransmagazine.com>)
  - b. The Rainbow Times (<http://www.therainbowtimesmass.com>)
  - c. Employment listings will note that Burn Bright LLC., is looking specifically for minorities, women, veterans, people with disabilities and members of the LGBTQ+ community.
- 2) Attend Mass Hire job fairs: Frequency: As needed and when available
  - a. <https://masshirebusinesssolutions.org/job-fairs>
- 3) Provide paid external online training to minorities, women, veterans, people with disabilities and members of the LGBTQ+ community on our staff, to promote success and increase retention rate: **Frequency:** Annually
  - a. Membership to THC University (<https://thcuniversity.org>)
  - b. 10 hours of paid time to participate and complete annual training courses
    - i. First year of employment will entail taking the Horticulture Specialist Certification course:  
<https://thcuniversity.org/courses/horticulture-specialist-cert>
    - ii. Some of the topics included in the course includes:
      1. Marijuana Horticulture
      2. Sees and Seedlings
      3. Vegetative Growth
      4. Harvest
      5. Flowering
      6. Grow Rooms and Greenhouses
      7. Case Study and Grow Calendar
      8. Lamps, Light, Electricity

iii. Beyond the first year of employment, course selection will be based on specific job function or need, and the amount of paid time off will be adjusted up if needed to complete more advanced course work or education.

**Measure of success:**

1) hire and retain a diverse and inclusive group of employees with the following specific staff percentage goals:

- a.) 70% women
- b.) 20% minorities
- c.) 50% veterans
- d.) 10% persons with disabilities
- e.) 20% individuals who identify as LGBTQ+

2) 1.5 -year average retention rate for the above-mentioned demographics

**Progress Timeline:**

1) Hiring of initial staff:

- a. Analyze number of job applicants that are minorities, women, veterans, people with disabilities or members of the LGBTQ+ community
  - i. If less than 25% of job applicants are from the above-mentioned demographics, a reassessment of job advertising and recruiting will take place.

2) 3 Months following initial hire and annually within 3 months of anniversary date:

- a. Ensure all eligible staff completes the job skills training class

3) 60 days prior to annual provisional license renewal, documentation will be submitted to the Commission showing that either the goal defined above has been reached or that we are making progress towards that goal.

**Goal 2:**

Provide a safe and professional work environment where everyone is accepted and respected as individuals.

**Action Plan:**

1) Provide annual diversity training for all employees

- a. Burn Bright LLC will provide and require every employee to complete annual diversity training.
- b. Online training will be provided by Diversity Builder:  
<https://diversitybuilder.com>
  - i. Course Title: Diversity in the Workplace
  - ii. Training Topics include, but are not limited to:

- a) Benefits of Workplace Diversity
- b) How Diversity Affects Performance of Teams and Businesses
- c) Innovation Research Study: Diverse Teams
- d) Individual Contributors' and Company Responsibilities

iii. Training objectives include:

- a) Gain a new perspective on the value and benefits of diversity and inclusion in the workplace
  - b) Understand how one's identity and background contribute to workplaces views and contributions
  - c) Recognize unconscious bias
  - d) Identify the steps required to resolve unconscious bias and avoid microaggressions
  - e) Develop a framework for instituting a diversity and inclusion action plan at work
- 2) Use employee surveys to evaluate and adjust company policies if necessary
- a.) Burn Bright will implement an employee satisfaction survey and use the feedback to help evaluate the work environment.
  - b.) Surveys will measure employee satisfaction by having the employees rate areas including:
    - i. Company Culture
    - ii. Inclusion and connection to coworkers
    - iii. Company Communication
    - iv. Company goals and objectives

c.) Below is an example of survey questions:

<p>07 Employees of different backgrounds interact well within our firm. Strongly Disagree Disagree Neither Agree or Disagree Agree Strongly Agree</p> <p>08 Management demonstrates a commitment to meeting the needs of employees with disabilities. Strongly Disagree Disagree Neither Agree or Disagree Agree Strongly Agree</p> <p>09 Racial, ethnic, and gender based jokes are not tolerated at this firm. Strongly Disagree Disagree Neither Agree or Disagree Agree Strongly Agree</p> <p>10 This firm provides an environment for the free and open expression of ideas, opinions and beliefs. Strongly Disagree Disagree Neither Agree or Disagree Agree Strongly Agree</p>	<p><i>Attitudes toward diversity and inclusion and corporate culture</i></p> <p>01 I see strong leadership support of the firm's value of diversity and inclusion. Strongly Disagree Disagree Neither Agree or Disagree Agree Strongly Agree</p> <p>02 Employees who are different from most others are treated fairly within our firm. Strongly Disagree Disagree Neither Agree or Disagree Agree Strongly Agree</p> <p>03 Our firm is committed to diversity and inclusion. Strongly Disagree Disagree Neither Agree or Disagree Agree Strongly Agree</p> <p>04 People of all cultures and backgrounds are respected and valued here. Strongly Disagree Disagree Neither Agree or Disagree Agree Strongly Agree</p> <p>05 I feel included and respected within the firm. Strongly Disagree Disagree Neither Agree or Disagree Agree Strongly Agree</p> <p>06 I am comfortable talking about my background and cultural experiences with my colleagues. Strongly Disagree Disagree Neither Agree or Disagree Agree Strongly Agree</p>
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3) Implement company policies that encourage a safe and professional work environment. These policies will include but are not limited to:

- Respectful communication and cooperation between all employees are required
- Employees are expected to exhibit conduct that reflects inclusion and teamwork.
- Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should report the incident or behavior to management
- Any employee found to have exhibited any inappropriate conduct or behavior against others will be subject to disciplinary action, including termination of employment.

#### Measure of success:

- 100% employee participation rate for diversity training
- 85% or greater employee satisfaction based on annual company survey

#### Progress Timeline:

- 60 Days after the initial launch of the business:





- a. All employees will complete diversity training
- b. All employees have read, understood, and signed the workplace diversity and inclusion policy
  - i. New hires will have 30 days to read, understand, and sign policy
- 2) 90 Days prior to annual provisional license renewal:
  - a. Employee satisfaction surveys will be given to employees.
  - b. Results and scores will be tabulated
- 3) 60 Days prior to annual provisional license renewal:
  - a. Documentation will be submitted to the Commission showing our goal has been met or we are making progress toward our goal and if adjustments to the action plan need to be made.

**Restricting Access to individuals of age 21+**

Pursuant to **935 CMR 500.030**, Burn Bright LLC., will only hire individuals who are 21 years of age or older. As a condition of employment, Burn Bright LLC., will require a copy of the applicant's driver's license, government-issued identification card, or other acceptable verifiable identity document to verify the age requirement is met. Pursuant to 935 CMR 500.140(3), any visitor or vendor is required to produce a driver's license or government issued id to verify they are over the age of 21 before entering the facility. If authorized staff determines the visitor is under the age of 21, the individual will not be allowed to enter the facility.

**Advertising and Branding:**

Burn Bright LLC, acknowledges and 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.

**State Laws**

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

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**Management and operations profile**  
**Restricting Access to Age 21 or Older**

Pursuant to **935 CMR 500.030**, Burn Bright LLC., will only hire individuals who are 21 years of age or older. As a condition of employment, Burn Bright LLC., will require a copy of the applicant's driver's license, government-issued identification card, or other acceptable verifiable identity document to verify the age requirement is met. Pursuant to 935 CMR 500.140(3), any visitor or vendor is required to produce a driver's license or government issued id to verify they are over the age of 21 before entering the facility. If authorized staff determines the visitor is under the age of 21, the individual will not be allowed to enter the facility.