



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282162
Original Issued Date: 11/27/2020
Issued Date: 11/10/2022
Expiration Date: 11/27/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Community Growth Partners Northampton Operations LLC

Phone Number: 646-408-1196

Email Address: charlotte@communitygrowthpartners.com

Business Address 1: 20 Ladd Avenue

Business Address 2:

Business City: Northampton

Business State: MA

Business Zip Code: 01060

Mailing Address 1: 20 Ladd Avenue

Mailing Address 2:

Mailing City: Northampton

Mailing State: MA

Mailing Zip Code: 01060

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: Economic Empowerment Priority

Economic Empowerment Applicant Certification Number: EE202207

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: 65

Percentage Of Control:

65

Role: Owner / Partner

Other Role:

First Name: Charlotte

Last Name: Hanna

Suffix:

Gender: Female

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 2

Percentage Of Control:

2

Role: Owner / Partner

Other Role:

First Name: Marcus

Last Name: Williams Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity: Black

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 1

Percentage Of Control: 1

Role: Board Member

Other Role:

First Name: Ernest

Last Name: Hanna Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: Community Growth Partners Holdings, LLC

Entity DBA: Community Growth Partners

DBA
City:

Entity Description: Holding Company

Foreign Subsidiary Narrative:

Entity Phone:

Entity Email:

Entity Website:

Entity Address 1:

Entity Address 2:

Entity City:

Entity State:

Entity Zip Code:

Entity Mailing Address 1:

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State:

Entity Mailing Zip Code:

Relationship Description: This entity, as the holding company, has direct authority over the Marijuana Establishment. Its members are Charlotte Hanna and Marcus Williams. This entity was formed to hold all marijuana licenses and operate all plant touching businesses in Massachusetts. This entity will devise, direct and oversee all management, policies, security operations and cultivation operations of the Marijuana Establishment.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Charlotte

Last Name: Hanna Suffix:

Types of Capital: Monetary/Equity, Other

Other Type of

Total Value of the Capital Provided:

Percentage of Initial Capital:

(Specify) Capital: \$150000 100
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Charlotte Last Name: Hanna Suffix:
Marijuana Establishment Name: Community Growth Partners Great Barrington Business Type: Marijuana Retailer
Operations, LLC
Marijuana Establishment City: Great Barrington Marijuana Establishment State:
MA

Individual 2

First Name: Charlotte Last Name: Hanna Suffix:
Marijuana Establishment Name: Community Growth Partners Business Type: Marijuana Transporter with Other Existing ME
Delivery, Inc. License
Marijuana Establishment City: Northampton Marijuana Establishment State: MA

Individual 3

First Name: Charlotte Last Name: Hanna Suffix:
Marijuana Establishment Name: Community Growth Partners Northampton Business Type: Marijuana Product
Operations, LLC Manufacture
Marijuana Establishment City: Northampton Marijuana Establishment State:
MA

Individual 4

First Name: Marcus Last Name: Williams Suffix:
Marijuana Establishment Name: Community Growth Partners Northampton Business Type: Marijuana Product
Operations, LLC Manufacture
Marijuana Establishment City: Northampton Marijuana Establishment State:
MA

Individual 5

First Name: Marcus Last Name: Williams Suffix:
Marijuana Establishment Name: Community Growth Partners Great Barrington Business Type: Marijuana Retailer
Operations, LLC
Marijuana Establishment City: Great Barrington Marijuana Establishment State:
MA

Individual 6

First Name: Marcus Last Name: Williams Suffix:
Marijuana Establishment Name: Community Growth Partners Business Type: Marijuana Transporter with Other Existing ME
Delivery, Inc. License
Marijuana Establishment City: Northampton Marijuana Establishment State: MA

Individual 7

First Name: Ernest **Last Name:** Hanna **Suffix:**
Marijuana Establishment Name: Community Growth Partners Great Barrington Operations, LLC **Business Type:** Marijuana Retailer
Marijuana Establishment City: Great Barrington **Marijuana Establishment State:** MA

Individual 8

First Name: Ernest **Last Name:** Hanna **Suffix:**
Marijuana Establishment Name: Community Growth Partners Northampton Operations, LLC **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Northampton **Marijuana Establishment State:** MA

Individual 9

First Name: Ernest **Last Name:** Hanna **Suffix:**
Marijuana Establishment Name: Community Growth Partners Delivery, Inc. **Business Type:** Marijuana Transporter with Other Existing ME License
Marijuana Establishment City: Northampton **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 20 Ladd Avenue
Establishment Address 2:
Establishment City: Northampton **Establishment Zip Code:** 01060
Approximate square footage of the Establishment: 28000 **How many abutters does this property have?:** 32
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. **Cultivation Environment:** Indoor

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification Form.pdf	pdf	5ce46357622b7c1357f6eaac	05/21/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant Northampton.pdf	pdf	5ce58b5013edb917cc1faaf1	05/22/2019
Certification of Host Community Agreement	NEF Letter.pdf	pdf	5d0a57baacc50017edd6396c	06/19/2019
Community Outreach Meeting Documentation	REVISED NH PROOF OF COMMUNITY OUTREACH.pdf	pdf	5d2404c9c5c3be09dbf08882	07/08/2019

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.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	ROCA Letter.pdf	pdf	5d13981450e7af1803c21951	06/26/2019
Plan for Positive Impact	7.17 Positive Impact Plan - Northampton.pdf	pdf	5d38a15dd0f20f3403712f4e	07/24/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**
First Name: Charlotte **Last Name:** Hanna **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: **Other Role:**
First Name: Marcus **Last Name:** Williams **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: **Other Role:**
First Name: Ernest **Last Name:** Hanna **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**
Entity Legal Name: Community Growth Partners Holdings LLC **Entity DBA:** Community Growth Partners
Entity Description: Holding Company
Phone: 646-408-0196 **Email:** charlotte@communitygrowthpartners.com
Primary Business Address 1: 470 Atlantic Avenue **Primary Business Address 2:** 4th Floor
Primary Business City: Boston **Primary Business State:** MA **Principal Business Zip Code:** 02210

Additional Information: Community Growth Partners Holdings LLC has been created to hold all cannabis licenses and manage all license holding, plant touching operations. This entity is currently the single member owner of Community Growth Partners Great Barrington Operations LLC (seeking licensure as a Marijuana Retail Establishment) and Community Growth Partners Northampton Operations LLC (seeking licensure as both a Marijuana Cultivator and a Marijuana Product Manufacturer). This entity has been funded by Charlotte Hanna and its current members are Charlotte Hanna and Marcus Williams. Currently there are no active licenses owned and operated by this entity. There are future plans to roll out the social enterprise business model - if the Massachusetts pilot program is successful - in other states. We are working with national leaders from the worlds of criminal justice reform, finance and political advocacy to help us shape our business model, evaluate its impact and market its efficacy.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing NH SEC.pdf	pdf	5ce57cb9c70e2b132b312991	05/22/2019
Department of Revenue - Certificate of Good standing	Cert Good Standing Rev NH.pdf	pdf	5ce57ce1748dc71348c35ec3	05/22/2019
Articles of Organization	Northhampton Cert of Org.pdf	pdf	5ce57cf71dae681319ce7a99	05/22/2019
Bylaws	CGP NH Operating Agreement - PT 1.pdf	pdf	5d253febece777050c0932b9	07/09/2019
Bylaws	CGP NH Operating Agreement Signed - PART 2.pdf	pdf	5d2540fbece777050c0932bf	07/09/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	COGS from DUA (4) (1).pdf	pdf	6335a69276c666000813df15	09/29/2022
Department of Revenue - Certificate of Good standing	Certificate of Good Standing 8.29.2022 (4) (1).pdf	pdf	6335a69d76c666000813df45	09/29/2022
Secretary of Commonwealth - Certificate of Good Standing	scan0787.pdf	pdf	633d9a5c2bb69400085df6ec	10/05/2022

Massachusetts Business Identification Number: 001372822

Doing-Business-As Name: rebelle

DBA Registration City: Northampton

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Liability Insurance Plan Northampton.pdf	pdf	5ce5907641a4321320f25bf5	05/22/2019
Business Plan	Business Plan - Cultivation Updated 9.5.19.pdf	pdf	5d72a09e629a272281d317d3	09/06/2019
Plan for Liability Insurance	CGP Northampton COI_Cultivation (1).pdf	pdf	6335a8d776c666000813e4f8	09/29/2022
Proposed Timeline	Timeline to Operational (1).pdf	pdf	6335a8e22bb6940008574c3b	09/29/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older-Cultivation.pdf	pdf	5ce67879bbb965134133938e	05/23/2019
Diversity plan	ROCA Letter.pdf	pdf	5d139867624ce5135e928695	06/26/2019
Dispensing procedures	Cultivation Dispensing Procedures_updated.pdf	pdf	5d139896acc50017edd64b15	06/26/2019
Qualifications and training	Cultivation Qualifications and Training_updated 7.17.pdf	pdf	5d2f6a0854bcfa38af0333f3	07/17/2019

Security plan	Foley Letter Security.pdf	pdf	5d378f0c6614633871923252	07/23/2019
Personnel policies including background checks	Personnel Policies and Procedures.docx.pdf	pdf	6335aa7876c666000813ea23	09/29/2022
Inventory procedures	Inventory Procedures.docx.pdf	pdf	6335aab276c666000813ebb9	09/29/2022
Record Keeping procedures	Recordkeeping Policy(1).docx.pdf	pdf	6335ab1a76c666000813ed8a	09/29/2022
Maintaining of financial records	Maintaining of Financial Records.docx.pdf	pdf	6335acc22bb6940008575ade	09/29/2022
Prevention of diversion	Plan for Prevention of Diversion.docx.pdf	pdf	6335ad2276c666000813f3b9	09/29/2022
Storage of marijuana	Storage of Marijuana(1).docx.pdf	pdf	6335ad7d76c666000813f567	09/29/2022
Quality control and testing	Quality Control and Testing(1).docx.pdf	pdf	6335add2bb6940008575e6c	09/29/2022
Security plan	Security Policies and Procedures(1).docx.pdf	pdf	6335ae692bb694000857639e	09/29/2022
Energy Compliance Plan	Energy Efficiency and Conservation Policy (1).pdf	pdf	6335aed32bb694000857664d	09/29/2022
Transportation of marijuana	Transporation Procedures.docx.pdf	pdf	6335af1c76c666000813fde4	09/29/2022
Diversity plan	Diversity Plan - Cultivation.docx.pdf	pdf	6335aff82bb69400085768e5	09/29/2022

ATTESTATIONS

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

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

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

Notification: I Understand

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

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Community Growth Partners Northampton Operations, LLC attests that no progress has been made on Positive Impact plans since the renewal of our provisional license last year. CGP is eager to begin working on our Positive Impact plans with the grant of our final license this fall.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Community Growth Partners Northampton Operations, LLC attests that no progress has been made on Diversity and Inclusion plans since the renewal of our provisional license last year. CGP is eager to begin working on our Diversity and Inclusion plans with the grant of our final license this fall.

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 5:00 PM
Tuesday From: 9:00 AM	Tuesday To: 5:00 PM
Wednesday From: 9:00 AM	Wednesday To: 5:00 PM
Thursday From: 9:00 AM	Thursday To: 5:00 PM
Friday From: 9:00 AM	Friday To: 5:00 PM
Saturday From: 9:00 AM	Saturday To: 5:00 PM
Sunday From: 9:00 AM	Sunday To: 5:00 PM

Host Community Agreement Certification Form

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

Applicant

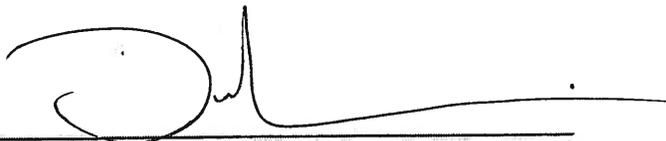
I, Charlotte Hanna, certify as an authorized representative of *Community Growth Partners Northampton Operations LLC* that the applicant has executed a host community agreement with *The City of Northampton* pursuant to G.L.c. 94G § 3(d) on April 26, 2019.



Signature of Authorized Representative of Applicant

Host Community

I, David Narkewicz, certify that I am the contracting authority or have been duly authorized by the contracting authority for *The City of Northampton* to certify that the applicant and *The City of Northampton* have executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 26, 2019.



Signature of Contracting Authority or
Authorized Representative of Host Community

**Community Growth Partners
Northampton Operations LLC
Cultivation Application**

Plan to Remain Compliant With Local Zoning

Community Growth Partners Northampton Operations LLC and all its affiliated parent and sponsor entities has already begun to work closely with local zoning and planning municipal officials in Northampton. We have established strong relationships with the Town Planner, Carolyn Misch and reviewed our site plans. We believe that these strong relationships will only help us as we build our retail location and ensure we are compliant with local zoning and building code.

We have been and will continue to be compliant with all ordinances outlined in Chapter 350 of the City of Northampton Code of Ordinances, which covers zoning. We are mindful of Northampton's thoughtful Water Supply and Special Conservancy regulations, and we will continue to be in compliance as we move forward with our operations.

Our architect, Siegfried Porth, has been in business in the area for over twenty years, and is very familiar with the local building code. Additionally, he has designed multiple large scale cultivation facilities, including (currently operating) INSA in Easthampton.

June 18, 2019

To Whom It May Concern:

The Northampton Education Foundation (NEF) is a non-profit organization created to fund projects and programs that expand educational opportunities, foster creativity, and enhance academic experiences in Northampton's public schools.

Community Growth Partners (CGP) has offered an annual donation of \$10,000 to NEF through the Community Host Agreement between CGP and Northampton. The NEF Board of Directors has discussed this offer and is willing to accept this donation. We also understand that we may be eligible to receive additional donations through CGP's employee donation match program.

Sincerely,

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

Josh Bedell
Board Member, Northampton Education Foundation

Community Outreach Meeting Attestation Form

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

I, Charlotte Hanna, attest as an authorized representative of Community Growth Partners Northampton Operations LLC, that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on January 29, 2019.
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on January 22, 2019, which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on January 22, 2019 with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on January 18, 2019, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Classified CONNECTIONS...

TO PLACE AN AD IN ANY OF THESE PUBLICATIONS

Call 586.1700
Stop by 115 Conz St., Northampton, MA • 8am-5pm
Visit www.gazettenet.com • classifieds@gazettenet.com



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Business & Service Directory

Antiques

ATTICS TO CELLARS Buying Antiques, coins, jewelry 1 piece or entire estate 586-5386 or 586-1801

Carpentry

RETIRED GENTLEMAN, 50 yrs exp. Carpentry, drywall & decks. 478-1262 & 427-5719

Cleaning/Maintenance

Family owned HOUSE CLEANING and OFFICES. We offer quality cleaning and fair price. References available. Feel free to call us FLAVIO MARQUES 860-328-3820 or CRISTINA 413-693-7277

Dry Wall

B.R. INTERIORS Fine plastering, plaster venser, drywall Bruce Roth, 865-9023

Flooring

A. DION & SON, Floor Contractors installing, sanding, refinishing hardwood floors. (413) 584-8170

Home Improvement

BAAREN'S HOME IMPROVEMENT. Kitchens, baths, remodeling, decks, all home repairs. Lic. Ins. 667-5864.

STRUCTURAL post & beam all timber sagging floors, termite damage, foundations, home garage, home repairs. (413) 857-3149

ANNOUNCEMENTS

Announcements

GRAFTERS WANTED for Bazaar on 2/2/19, contact Barbara Miller at 413-563-7477, Order of the Eastern Star.

Found

Found Dog North Branch Road in Hadley Mass. (Contact me) Springer/Beagle mix (Brown and White in color). Dog currently in the care of Hadley Animal Control. Please call 413-584-0883 to claim or if you might know where they live

EMPLOYMENT

Help Wanted

EARN \$500 A DAY (SALES) Final Expense Insurance • Exclusive Leads • Local Training/Support • Everyday is Payday • Agent Health/Dental Benefits • Incentive Trips Call: 860-357-6904 www.thyinsurance.com

Lung Cancer? And Age 60+? You And Your Family may be Entitled To Significant Cash Award. No Risk. No Money Out Of Pocket. For Information Call 855-382-4158

House Cleaning

Experienced & reliable house cleaner with references. Karen 413-377-1655

Painting

A BRUSH ABOVE Al Tandy Interior/Exterior Free estimates. Visc/MC 586-4150

ASAP Painting NEW YEAR - NEW SAVINGS!

how booking for winter interior painting, residential and commercial. Free estimates and winter discount. Competitive pricing and over 50 years of combined professional experience. Accepting all major credit cards. (413) 586-5010

Rubbish Removal

1 Call Does R All! Lic or sm estate, basement & garage clean-outs, fully ins. Mark Botley, Owner. Winstory (413) 584-5381

Seat Weaving

CUSTOM SEAT WEAVING. Canu Bush Reed & Danish Cord. 40 yrs exp. 268-7798

Snow Removal

AAA SNOWPLOWING Amherst/Hadley area. 413-584-5589

Wood Splitting

FIREWOOD Cut, split, delivered. Log length available. Stacking available. (413) 585-5703

EMPLOYMENT

Jobs Wanted

Are you a PCA or independent home health aide? Our readers are looking for you! Get the word out with our Business Card Flyer.

CALL TODAY 413-586-1700

EMPLOYMENT

Antiques

LOU FARRICK wants antiques, estates, furniture, toys Cash. 535-9783 584-9486

Help Wanted

Newspaper Home Delivery

Stapog Distribution, Inc. is seeking Delivery Service Providers (DSPs) for newspaper home delivery routes. DSPs are independently contracted.

Routes are Mon-Sat, 2-3 hours daily, starting around 2-4AM.

\$350-\$500/bi-weekly.

Routes available in: South Deerfield / Belchertown

No \$\$ collections. Must be 18+ with a reliable means to provide delivery.

Call STAPOG DISTRIBUTION, INC. 413-687-4567

Please Recycle This Newspaper

MERCHANDISE

Fast Action Ads

4 STUDDED TIRES 275-85E-15 used only 400 miles \$775 (413) 320-9893

Zepplin stamp \$100 got stamps? Ron 413-898-3324 Stamps wanted

DRESSY PANT SUITS Size 14 petite. Excellent condition. \$30 (413) 658-8402

HERCULEYPHIC MEMORABILIA set of ten items \$45 (413) 638-3906

RED FRAME Steel, extends to King size. 5 bed risers \$0 (413) 250-6473

VTO DOME TOP TRUNK Vans good/renovable shell. Various \$60 (413) 548-8814

Baby carriage, 3 cup holders, storage. \$25 203-1680

BOYS ICE SKATES, sz 8, \$15, 413-586-3380

CAR COAT Ladies, Lard's End, DK Grey, Never Worn Size 18 \$45 (413) 584-8375

SPACE HEATER Electric, portable, oscillating \$75 504-2784

35 GALLON AQUARIUM everything included \$250 (413) 475-4800

chandeliers, brooms, French (antique) \$25. #413 256-8941

CONTEMPORARY SETTEE new in carton w/ charcoal upholstery \$300 text 397-8597

DRESSY PANT SUITS Size 14 petite. Excellent condition. \$30 (413) 658-8402

HERCULEYPHIC MEMORABILIA set of ten items \$45 (413) 638-3906

DROP LEAF TABLE LAMP TABLE 16" HIGH VINTAGE \$30 (413) 827-3377

COFFEE TABLE Octagon oak finish \$25 (413) 827-5585

Ice Fishing 8 inch gas auger excellent \$100 (413) 789-2228

SNOWMAN Outdoor decoration, lights on wire frame, 5'x25" \$50 413-586-3343

Miscellaneous

FREON R12 WANTED: CERTIFIED BUYER will PAY CASH for R12 cylinders or coils of coils. (312) 291-0189 www.refrigerantfinders.com

REAL ESTATE FOR SALE

Realtors/Brokers

GOGGINS REAL ESTATE www.gogginsrealestate.com Northampton's #1 Realtor

REAL ESTATE FOR RENT

Rental Agencies

Free Landlord Service www.RentNfo.com 582-0300

Legals

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 5 Old Amherst Road, Unit 5B, Belchertown Condominium Trust s/v/a Old Amherst Road Association Condominiks, Belchertown, MA 01107

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Khanh N. Thai and Trang Nguyen to Citizens Bank of Massachusetts, and now held by Citizens Bank, N.A. t/a RBS Citizens, N.A. s/b/m Citizens Bank of Massachusetts, said mortgage dated July 22, 2004 and recorded in the Hampshire County Registry of Deeds in Book 7991, Page 324 for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on February 26, 2019 at 1:00PM Local Time upon the premises, directly in front of the building in which the unit is located, all and singular the premises described in said mortgage, to wit:

Property Address: 5 OLD AMHERST ROAD, UNIT 5B, BELCHERTOWN, MA

Title Held by: KHANH N. THAI AND TRANG NGUYEN

The land with the buildings thereon situated in the town of BELCHERTOWN, County of HAMPSHIRE, State of Massachusetts known as and being numbered 5 OLD AMHERST ROAD, UNIT 5B.

The premises are conveyed subject to and with the benefit of all rights, rights of way, easements, appurtenances, reservations, restrictions, and layouts and takings of record, insofar as they are in force and applicable.

Meaning and intending to mortgage the same premises by deed of GEOFFREY P. ROBERTS AND MARTHA J. ROBERTS to KHANH N. THAI AND TRANG NGUYEN, Dated 03/29/2002 and Recorded 03/29/2002 with the HAMPSHIRE Registry of Deeds in Book 6591, Page 268 wherein a more detailed description of the premises is set forth.

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagee's Title see deed dated March 29, 2002 and recorded in the Hampshire County Registry of Deeds in Book 6591, Page 269.

Said Unit will be conveyed together with an undivided percentage interest in the Common Elements of said Condominium appurtenant to said Unit and together with all rights, easements, covenants and agreements as contained and referred to in the Declaration of Condominium, as amended.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale.

Other terms to be announced at the sale.

Brook & Scott, PLLC
1080 Main Street, Suite 200
Pawtucket, RI 02860
Attorney for Citizens Bank, N.A. t/a RBS Citizens, N.A. s/b/m Citizens Bank of Massachusetts
Present Holder of the Mortgage
401-217-8701
January 15, 22, 29
23165

Dogs/Cats & Pets

PET OF THE WEEK: KALI

Kali is a lovely young girl, with a big heart. Literally, a big heart, she has significant cardiac issues. She is in search of a family with hearts big enough to offer her love and the specialized care that she needs.

Kali has been in foster care while waiting to see the veterinary cardiologist, and her foster caretaker said:

"Kali is an excellent, well behaved dog, especially for a pup. Every dog is her friend and she loves to play with every dog. Please no cats though! People - all people - are her friend too. She will bark if someone comes to the door but as soon as they are in the house they are her best friend if someone runs and throws a ball, she is right there with them. Rather well? That's good with her too. No matter what, offer dinner & lap time with you. Kali needs well in a car. She goes to her crate on command and does well in the crate. She's completely house trained. But remember, she's still young. Occasionally she thinks soft things are toys (even when they're not). She is a fabulous dog."

Kali has now seen a veterinary cardiologist and has a treatment plan, which will help her be comfortable and active for as long as possible. She does need a special diet, ongoing medication, and follow up with a veterinary cardiologist. Her condition will worsen at some point, we don't know if that will be many years from now or sooner. We do know that right now, she is happy, fun, playful and full of love for everyone she meets.

If you know a family with hearts big enough to welcome this happy girl and provide her the care she needs, please share her story with them! To request a meeting with Kali, please call Dakin at 413.781.4000

Location: Springfield, Dakin Humane Society
Gender: Female
Age: 11 months

Legals

ATTORNEY ON PETITION FOR ALIENANCE OF ACCOUNT

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Hampshire Probate and Family Court

33 King Street, Suite 3
Northampton, MA 01060
(413) 586-8500
Docket No. HS19P0107EP

Estate of Rom Joseph Dattorio
Date of Death: 02/07/1998
To all interested persons:

A Petition has been filed by: Robert T. Doyle Jr. of Ashfield, MA requesting allowance of the FIRST through NINETEENTH & FINAL account(s) as Personal Representative and any other relief as requested in the Petition.

You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to the proceedings. To do so, you or your attorney must file a written appearance and objection at the Court before: 10:00 a.m. on 02/13/2019.

This is NOT a hearing date, but a deadline by which you must file a written appearance and objection if you object to this proceeding. If you fail to file a timely written appearance and objection followed by an Affidavit of Objections within thirty (30) days of the return date, action may be taken without further notice to you.

WITNESS: Hon. Linda S. Fridrick, First Justice of the Court.
Date: January 7, 2019
Michael J. Carey, Register of Probate

23440
January 22

COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday January 29th, 2019 at 6pm at Northwick Community School 221, Riverside Dr., Florence, MA. The proposed cultivation and manufacturing site is anticipated to be located at 20 Ladd Ave., Northampton, MA. There will be an opportunity for the public to ask questions.

January 22
23443

Legals

PUBLIC MEETING NOTICE

The Plainfield Conservation Commission will hold a public meeting Wed. Jan. 30, 2019 at 7:00 PM to review a request for determination of applicability (RDA) submitted by Sally Silberberg. The request is whether an addition to a shed within 200 ft of the river is subject to the Wetlands Protection Act. This meeting is in accordance with MGL Chapter 131, section 40 of the Wetland Protection Act.

January 22
23476

REAL ESTATE Open Houses

Hiring Rule #7:

Spend less time screening & more time interviewing your future hire.

Hire Smarter, Faster, for Less. Post Your Job On

GAZETTE
Gazettenet.com | 586-1700

FAST ACTION ADS

now at Gazettenet.com
No need to call!!

Attachment B

From: Laura Ireland misnomer19@gmail.com @
Subject: Northampton Community Outreach notice
Date: January 22, 2019 at 12:21 PM
To: mayor@northamptonma.gov, cclerk@northamptonma.gov, cmisch@northamptonma.gov
Cc: alesko@northamptonma.gov, charlottehanna@yahoo.com, Laura Ireland laura@makefuneasy.com

Hello Northampton,

I just wanted to send a quick email to informally let you know that Community Growth Partners is having their Community Outreach Meeting next week, Tuesday January 24th. You should receive the notice via certified mail today as well. Let me know if you need anything further before next Tuesday.

All the best,
Laura Ireland
347-678-6915

NOTICE OF COMMUNITY OUTREACH MEETING Community Growth Partners

Notice is hereby given that **Community Growth Partners** will host a Community Outreach Meeting to discuss the proposed siting of Adult Use Marijuana Cultivation and Manufacturing establishment at **20 Ladd Ave, Florence, MA** in accordance with Massachusetts Cannabis Control Commission's regulation 935 CMR 500.000

**January 29th, 2019 - 6pm Nonotuck Community School
221 Riverside Dr., Florence, MA 01062**

Topics to be discussed at the meeting include but not limited to:

- Plans for maintaining a secure facility;
- Plans to prevent diversion to minors;
- Plans to be a positive impact of the community; and
- Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.



Northampton
Comm....pages

NOTICE OF COMMUNITY OUTREACH MEETING
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Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

**ATTACHMENT C - COPY OF MAILING LABELS USED MAILINGS TO
ALL ABUTTERS**

OWNER_NAME_1
OWNER_NAME_2
MAILING_ADDRESS_1
CITY, STATE_OR_COUNTRY ZIP_CODE

ROBERT CUMMINGS
PO BOX 1209
NORTHAMPTON, MA 01061

CUTLERY BUILDING ASSOC
90 CONZ ST
NORTHAMPTON, MA 01060

ROBERT L CUMMINGS
PO BOX 1209
NORTHAMPTON, MA 01061

BURTON SAM & SUSAN E REES
320 RIVERSIDE DR
FLORENCE, MA 01062

ROSS & ROSE LLC
49 OAK ST
FLORENCE, MA 01062

SPENSE GEORGE A
P O BOX 16
HATFIELD, MA 01038

SPENCE GEORGE A
P O BOX 16
HATFIELD, MA 01038

SPENCE GEORGE A
P O BOX 16
HATFIELD, MA 01038

SPENCE GEORGE A
P O BOX 16
HATFIELD, MA 01038

SCULLY MEGHAN K
21 CLEMENT ST
FLORENCE, MA 01062

KRASNEY PETER S &
JENNIFER BETH LANTERMAN
283 RIVERSIDE DR
FLORENCE, MA 01062

HANZEL MILTON &
CHRISTINE E LINDERMAN
277 RIVERSIDE DR
FLORENCE, MA 01062

GREENBLATT ALEXIS D
300 RIVERSIDE DR
FLORENCE, MA 01062

MCLEAN PETER W F & FREGENBAUM
KAREN J M
298 RIVERSIDE DR
FLORENCE, MA 01062

REPOSA JULIE C & ABBY E DEANGELIS
294 RIVERSIDE DR
FLORENCE, MA 01062

GOBILLOT CHRISTOPHER E &
CINDY L GOBILLOT
16 MILLER AVE
SOUTHAMPTON, MA 01073

NEIMAN ANNA LEIGH
284 RIVERSIDE DR
FLORENCE, MA 01062

SMITH STEPHANIE A & PATRICK A FALLA
PO BOX 314
CONWAY, MA 01341

MILLER JOYCE ANN
272 RIVERSIDE DR
FLORENCE, MA 01062

SCHWEITZER GREGORY
15 LADD AVE
NORTHAMPTON, MA 01060

AKERS WILLIAM F & LINDSEY A
27 LADD AVE
FLORENCE, MA 01062

STEINIGER THOMAS L &
ELIZABETH BRISTOW-STEINGER
31 LADD AVE
FLORENCE, MA 01062

GLASS LAKE PARTNERS LLC
43 LADD AVE
FLORENCE, MA 01062

ATELIER LLC
C/O JAMES J & BONITA S GRAHAM TRUSTEES
35 FORBES AVE
NORTHAMPTON, MA 01060

NORTHAMPTON WIREWORKS OFFICE
BUSINESS & TECHNOLOGY CTR LLC
667 MAIN ST
HOLYOKE, MA 01040

BEDELL JOSHUA D &
SARAH L MARCUS
264 RIVERSIDE DR
FLORENCE, MA 01062

GRHAM JAMES J TRUSTEE
152 LAUREL HILL RD
WESTHAMPTON, MA 01027

GLASS LAKE PARTNERS LLC
43 LADD AVE
FLORENCE, MA 01062

NORTHAMPTON CITY OF
ATTN: CONSERVATION COMMISSION
210 MAIN ST
NORTHAMPTON, MA 01060

ATTACHMENT C - ADDITIONAL COMMUNITY OUTREACH BEYOND REQUIRED 300 FOOT ABUTTERS



Begin forwarded message:

From: Jonathan Little <jonathanglitt@gmail.com>
Subject: Fwd: [baystatevillage] Cannabis Cultivation Establishment on Ladd Ave - Community Meeting 1/29
Date: January 28, 2019 at 4:43:37 PM EST
To: charlotteehanna@yahoo.com

----- Forwarded message -----

From: Josh Bedell <jbedell2@gmail.com>
Date: Fri, Jan 25, 2019 at 4:57 PM
Subject: [baystatevillage] Cannabis Cultivation Establishment on Ladd Ave - Community Meeting 1/29
To: <baystatevillage@googlegroups.com>

Hello Neighbors,

A company is planning a cannabis cultivation and manufacturing establishment in the former Yankee Hill Machine building on Ladd Ave.

As many of you know, there have been a few other proposals in recent months, and a number of residents have expressed frustration about the lack of communication from these groups, as well as the community outreach meetings that seemed to be scheduled at intentionally inconvenient times.

In stark contrast, this group has proactively reached out to the BSVA and has expressed a desire to have an open dialogue with the neighborhood about their plans and address any potential concerns. I have spoken with the owner of the company, and I get the sense that they are well organized and that their project will quite likely move forward.

They have worked with the BSVA to schedule the community outreach meeting in a convenient time and place, which is this coming Tuesday, 1/29, 6pm, at the Nonotuck Community School, 221 Riverside Drive (entrance in back).

The formal notice is below. I plan to be there and I encourage any interested residents to attend.

Thanks,
-Josh

NOTICE OF COMMUNITY OUTREACH MEETING **Community Growth Partners**

Notice is hereby given that **Community Growth Partners** will host a Community Outreach Meeting to discuss the proposed siting of Adult Use Marijuana Cultivation and Manufacturing establishment at **20 Ladd Ave, Florence, MA** in accordance with Massachusetts Cannabis Control Commission's regulation 935 CMR 500.000

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Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

--

You received this message because you are subscribed to the Google Groups "Bay State Village" group.

To unsubscribe from this group and stop receiving emails from it, send an email to

baystatevillage+unsubscribe@googlegroups.com.

To post to this group, send email to baystatevillage@googlegroups.com.

Visit this group at <https://groups.google.com/group/baystatevillage>.



Taylor Haas <taylor@communitygrowthpartners.com>

Cultivation License Renewal - Statement from CEO

Annie Lesko <alesko@northamptonma.gov>
To: Taylor Haas <taylor@communitygrowthpartners.com>

Tue, Sep 28, 2021 at 2:37 PM

Taylor,

Please use the letter that Mayor Narkewicz sent relating to cutting HCA fees (attached).

In response to your request, the City of Northampton has incurred no costs resulting from the marijuana establishment located at [20 Ladd Avenue](#).

Our understanding of the renewal process is that only your ask is mandatory, not an answer.

Annie Lesko
Administration, Licensing & Economic Development Coordinator
Pronouns: She/Her/Hers

Mayor's Office
210 Main St., 2nd Floor
Northampton, MA 01060
(413) 587-1249 (*main*)
(413) 587-1212 (*direct*)
(413) 587-1275 (*fax*)

[Quoted text hidden]

 **HCA fees.pdf**
82K



Taylor Haas <taylor@communitygrowthpartners.com>

Cultivation License Renewal - Statement from CEO

Taylor Haas <taylor@communitygrowthpartners.com>

Tue, Sep 28, 2021 at 8:56 AM

To: Annie Lesko <alesko@northamptonma.gov>

Hi Annie,

Thank you so much for your help. Would you mind amending/adding to The City of Northampton's response to include that the City has cut the HCA fee and CGP's marijuana establishment at 20 Ladd Avenue has cost the City nothing additional thus far?

Greatly appreciated, working to cover all of our bases here!

Thank you,

Taylor Haas
610.241.6538
taylor@communitygrowthpartners.com

[Quoted text hidden]



Taylor Haas <taylor@communitygrowthpartners.com>

Marijuana Establishment Renewal- 20 Ladd Avenue (MC282162 & MP281677)

3 messages

Taylor Haas <taylor@communitygrowthpartners.com>

Tue, Sep 6, 2022 at 12:38 PM

To: Annie Lesko <alesko@northamptonma.gov>

Hello Annie,

Community Growth Partners Northampton Operations, LLC is submitting an application for renewal of our licenses with the CCC. I am writing to request records of any costs imposed on the City of Northampton that are imposed by our marijuana establishment licenses (MP281677 and MC282162) at 20 Ladd Avenue:

"in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26."

Thank you very much,

Taylor Haas

Community Growth Partners | Rebelle

610.241.6538

taylor@communitygrowthpartners.com

COMMUNITY GROWTH PARTNERS

Annie Lesko <alesko@northamptonma.gov>

Tue, Sep 6, 2022 at 2:46 PM

To: Taylor Haas <taylor@communitygrowthpartners.com>

Hi Taylor,

In response to your request, the City of Northampton has no responsive documents or records of any costs incurred by Community Growth Partner's operations.

Best regards,
Annie

Annie Lesko

Administration, Licensing & Economic Development Coordinator

Pronouns: She/Her/Hers

Mayor's Office

210 Main St., 2nd Floor

Northampton, MA 01060

(413) 587-1249 (main)

(413) 587-1212 (direct)

(413) 587-1275 (fax)

[Quoted text hidden]

Taylor Haas <taylor@communitygrowthpartners.com>
To: Annie Lesko <alesko@northamptonma.gov>

Tue, Sep 6, 2022 at 2:47 PM

Thank you very much!

Taylor Haas

Community Growth Partners | Rebelle

610.241.6538

taylor@communitygrowthpartners.com



COMMUNITY GROWTH PARTNERS

[Quoted text hidden]



Taylor Haas <taylor@communitygrowthpartners.com>

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Thank you very much,

Taylor Haas
Community Growth Partners | Rebelle
610.241.6538
taylor@communitygrowthpartners.com



COMMUNITY GROWTH PARTNERS

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210 Main St., 2nd Floor
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Taylor Haas

Community Growth Partners | Rebelle

610.241.6538

taylor@communitygrowthpartners.com



COMMUNITY GROWTH PARTNERS

[Quoted text hidden]

Community Growth Partners Northampton Operations LLC

Product & Manufacturing Application

Positive Impact Plan

Introduction

Community Growth Partners LLC (CGP) is committed to being an active and engaged community partner and educator in Northampton, Holyoke and Springfield. We believe that it is our duty to provide consistent and reliable educational resources on the impact and uses of cannabis, to bring awareness to the social injustices widely present within the cannabis industry today, and to use portions of our income to pay reparations to families and individuals who have been disproportionately negatively impacted by the criminalization of cannabis.

CGP is committed to being a transparent resource for any cannabis related concern, and we believe that by developing collaborative relationships with the local municipal, business, law enforcement, healthcare, and non-profit professionals in Northampton, we will be able to minimize negative perception towards the cannabis industry. Our goal is to be a partner in supporting the needs of the community, while also eliminating stigma and heightened fear amongst our neighbors.

While we recognize that Northampton is not a state-designated area of disproportionate impact, we plan to extend our positive impact planning to neighboring towns that have been affected, specifically Holyoke, Springfield and Worcester. In addition to hiring plans that will aggressively target residents of those towns (as outlined in our Diversity Plan) we have created a layered community engagement platform centered around criminal justice reform, minimization of our environmental impact, education and empowerment.

Positive Community Impact Goals

Community Growth Partners (“CGP”) is a social impact cannabis brand dedicated to providing consistent access to a safe and reliable product that is ethically grown and sourced. We are delighted to work with a Cannabis Control Commission that is so clearly devoted to building social equity in this space as a response to the many injustices that have disproportionately targeted minorities in low socioeconomic areas. We believe this is an important responsibility of all cannabis entrepreneurs and enthusiasts and look forward to executing our Community Engagement Plan Massachusetts.

- *Goal 1:* Be an accelerator for generational wealth building opportunities in disenfranchised populations
- *Goal 2:* Be a reliable source for cannabis education and awareness raising
- *Goal 3:* Develop an effective platform for criminal justice reform and support of areas of disproportionate impact

These goals represent our long-term vision for relevant and effective community engagement across the state. We believe that in order to achieve these goals, we need a layered approach to reform the criminal injustices caused by cannabis criminalization, economically empower those populations most impacted by said criminalization, and to eliminate the negative stigma associated with cannabis and its use.

Positive Community Impact Programs

CGP will employ a Director of Community Affairs, whose primary duties will include the execution of our statewide Community Engagement Plan.

1. Criminal Justice Reform Program

CGP will commit 3% of our annual net profits to our criminal justice reform program, as outlined below. This program is committed to providing comprehensive assistance and real change in the lives of families and communities that have been disenfranchised as a result of cannabis criminalization.

Expungement: Year 1 will focus on the financial assistance of legal fees for individuals attempting to expunge cannabis criminal charges from their record. Criminal record expungement can cost anywhere from a few hundred to over several thousand in legal fees, depending on the number and severity of charges. Our goal is to cover the legal expungement fees, in their entirety, of at least 5 individuals from areas of disproportionate impact who have otherwise been unable to seek this service, and to help those individuals identify and pay for the appropriate legal help if/when they cannot do so themselves. ROCA has agreed to be our community partner for this effort (see attached letter).

2. Compensation for Employee Driven Community Engagement

Consistent with our corporate values, we look forward to nurturing a company culture that encourages employees to actively participate in community engagement efforts that they are passionate about.

Dollar-for-Dollar Donation Match Program – CGP will match the donations its employees make to charities in areas of disproportionate impact, up to \$500 per employee per year. Through this program, we hope to increase the available funding for local charities and demonstrate to our employees that we support the causes they care about. These charities will be approved based on their proximity to our facility and/or their service to areas of disproportionate impact. Potential organizations will be contacted in advance and required to provide a letter stating that they are willing to receive the donation. Currently, ROCA has agreed to accept donations through this program (see attached letter), and we hope to develop additional community partners willing to accept donations as we engage further in North Adams and Pittsfield.

3. Minimizing Negative Environmental Impact

In addition to the restrictions set forth in our positive impact plan submitted with our cultivation application, CGP is committed to only utilizing packaging that is 100% biodegradable or recyclable.

4. Community Grow Workshops

We believe in the significance of self-empowerment, and are committed to destigmatizing cannabis through education efforts throughout the state. In Holyoke and Springfield, we plan to offer the local community free opportunities to learn about growing cannabis annually. In addition to our annually hosted free grow workshop for residents ages 21 and older, we plan to partner with ROCA to create a more comprehensive growers course for their constituents. This program will also be offered annually, and we expect it will be a great way to create a hiring pipeline for our cultivation facility.

5. Employee Economic Empowerment Profit Sharing Program

Our employee profit-sharing program is a wealth building opportunity that gives our employees (many of whom have been disproportionately impacted by the past drug laws) the opportunity to participate in the wealth generating opportunities of the new cannabis industry. As part of our total compensation package, we have designed a profit sharing program where employees with a minimum of 1 year of employment and good performance feedback will be compensated with a year-end bonus. Our goal is to reward employees for hard work and create shared values and goals as an organization by giving back 10% of our annual profits. Employees can elect that their bonuses be paid on either a cash basis or through electing to receive shares in the company's stock in lieu of cash. Through this program, we will educate our employees about the opportunities of wealth creation versus employment.

Community Impact Measurements

The company will produce an annual community engagement report to outline the progress of our efforts. This will be made available on our website, and can be requested in printed format by any of our community partners. The Director of Community Affairs will be responsible for the tracking management and reporting of all relative qualitative and quantitative data. The information will be released within 45 days of our annual report and will be provided to the Commission upon request or as part of CGP's annual license renewal process. The community engagement report will describe CGP's progress toward the goals of the below-outlined programs.

Criminal Justice Reform Program

- We will measure how many individuals are served through our criminal record expungement efforts
- We will measure our financial contribution through our criminal record expungement efforts
- Future reports will measure all additional engagement efforts, including number of individuals served, manner in which they were served, services provided, and the financial contribution of all efforts

Employee Donation Program

- CGP will measure how many dollars are going to not-for-profit organizations through our matching program

Environmental Impact

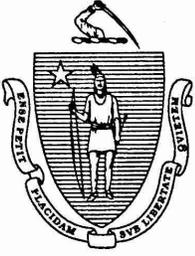
- CGP will report the installation of a Priva Solutions closed-loop water management system and Aire's state-of-the-art gPod system
- CGP will report the installation of solar panels and report on annual energy conservation
- CGP will report the installation of our waste recycling management system that renders into biodegradable systems

Community Grow Workshops

- We will report on the number of residents who attend our annual grow workshop
- We will report on the number of ROCA members who complete our comprehensive growing program

Employee Economic Empowerment Profit Sharing Program: 100% of all full-time employees with minimum 1 year of service will participate in the profit sharing program, to which 10% of store profits will be allocated annually. CGP will report a summary of the profit sharing program each year.

CGP acknowledges, is aware, 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 of every Marijuana Establishment; and any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



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

William Francis Galvin
Secretary of the
Commonwealth

March 15, 2019

TO WHOM IT MAY CONCERN:

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

COMMUNITY GROWTH PARTNERS NORTHAMPTON OPERATIONS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 11, 2019.**

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

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

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

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

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





CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



COMMUNITY GROWTH PARTNERS NORTHAM
20 LADD AVE
NORTHAMPTON MA 01062-2628

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, COMMUNITY GROWTH PARTNERS NORTHAMPTON OPERATIONS L 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) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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: 001372822

1. The exact name of the limited liability company is: COMMUNITY GROWTH PARTNERS NORTHAMPTON OPERATIONS LLC

2a. Location of its principal office:

No. and Street: 20 LADD AVE
 City or Town: NORTHAMPTON State: MA Zip: 01062 Country: USA

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

No. and Street: 470 ATLANTIC AVE
4TH FLOOR
 City or Town: BOSTON State: MA Zip: 02210 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:
MANUFACTURING

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CHARLOTTE HANNA
 No. and Street: 470 ATLANTIC AVE
4TH FLOOR
 City or Town: BOSTON State: MA Zip: 02210 Country: USA

I, CHARLOTTE HANNA 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	CHARLOTTE HANNA	470 ATLANTIC AVE, 4TH FLOOR BOSTON, MA 02210 USA
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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	CHARLOTTE HANNA	470 ATLANTIC AVE 4TH FLOOR BOSTON, MA 02210 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of March, 2019,
CHARLOTTE HANNA
(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:

March 11, 2019 04:01 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**Operating Agreement of
Community Growth Partners Northampton Operations LLC**

This Operating Agreement of Community Growth Partners Northampton Operations LLC, a Massachusetts limited liability company (the “Company”) is effective as the Effective Date (as defined below), by the Sole Member identified in Section 2.1 below.

WHEREAS, the Company was organized on March 11, 2019 (the “Effective Date”), with such formation being made pursuant to the Massachusetts Limited Liability Company Act, M.G.L. Chapter 156C, as amended from time to time (the “Massachusetts Act”), by filing a Certificate of Organization of the Company with the office of the Secretary of the Commonwealth of The Commonwealth of Massachusetts (as it may be amended at any time and from time to time, the “Certificate of Organization”); and

WHEREAS, it is intended that the Company be treated as a partnership for federal and state income tax purposes.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Member hereby agrees as follows:

**ARTICLE 1.
GENERAL PROVISIONS**

Section 1.1 Organization; Continuation of the Company.

The Company has been formed by the filing of its Certificate of Organization with the Secretary of the Commonwealth of The Commonwealth of Massachusetts pursuant to the Massachusetts Act. The Certificate of Organization may be amended or restated by Member Approval. The Member hereby agrees to continue the Company as a limited liability company under and pursuant to the provisions of the Massachusetts Act and agree that the rights, duties and liabilities of the Member shall be as provided in the Massachusetts Act, except as otherwise expressly provided herein.

Section 1.2 Company Name.

(a) The name of the Company is “Community Growth Partners Northampton Operations LLC”. All business of the Company shall be conducted under the Company name unless Member executes, files and records such certificates as are required by any

applicable limited liability company act, fictitious name act or similar statute.

(b) The Company shall at all times have all rights in and to the Company name. The Company may use the Company name or any portion thereof in connection with any other partnership, limited liability company or business activity entered into by the Company. Upon the dissolution of the Company pursuant to the provisions of **Article 10** or otherwise, except as otherwise expressly provided herein or by applicable law, no further business shall be done in the Company name except for the completion of any transactions in process and the taking of such action as shall be necessary for the performance and discharge of the obligations of the Company, the winding up and liquidation of its affairs and the distribution of its assets.

Section 1.3 Place of Business; Agent for Service of Process.

(a) The principal place of business of the Company shall be such location as determined from time to time by Member Approval. The initial principal place of business of the Company is 20 Ladd Avenue Northampton, MA 01060.

(b) The registered agent for the Company is set forth in the Company's certificate of formation. The registered office of the Company and the name and the address of the resident agent for service of process may change with Member approval. In the event of any such change, the Member shall cause to be filed an instrument recording any such changes with the office of the Secretary of The Commonwealth of Massachusetts.

Section 1.4 Purposes and Powers of the Company.

(a) The purpose of the Company is to engage in cannabis activities and create a material positive impact on society and, taken as a whole, from the business and operations of the Company; any and all activities necessary, advisable or incidental thereto, to the extent permitted and in accordance with Massachusetts law; and any other lawful business, purpose or activity for which limited liability companies may be formed under the Massachusetts Act.

(b) The Company shall have the power and authority to take any and all actions necessary or convenient to, or for the furtherance of, the purposes set forth in Section 1.4(a), including, but not limited to, the power and authority:

(i) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Massachusetts Act in any state, territory, district or possession of the United States or in any

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foreign country that may be necessary, convenient or incidental to accomplish the purposes of the Company;

(ii) to acquire (by purchase, lease, contribution of property or otherwise), own, hold, operate, maintain, finance, improve, lease, sell, convey, mortgage, transfer, demolish or dispose of any real or personal property that may be necessary or convenient to accomplish the purposes of the Company;

(iii) to negotiate, enter into, perform, amend, extend, waive, terminate or take any other action with respect to contracts of any kind, including, without limitation, contracts with any Member, any Affiliate thereof, or any employee or agent of the Company in connection with, or necessary or convenient to, the accomplishment of the purposes of the Company and any lease, contract or security agreement in respect of any assets of the Company;

(iv) to purchase, subscribe for or otherwise acquire, own, hold, vote, sell, mortgage, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies, or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality of any of them;

(v) to lend money for the Company's proper purpose, to invest and reinvest its funds, and to take and hold real and personal property for the payment of funds so loaned or invested;

(vi) to borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on the assets of the Company;

(vii) to sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name, and to pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle any and all other claims or demands of or against the Company and to hold proceeds against the payment of contingent liabilities;

(viii) to indemnify any Person in accordance with the Massachusetts Act;

(ix) to make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company; and

(x) to cease its activities and cancel its Certificate of Organization in accordance with the terms of this Agreement and the Massachusetts Act.

Section 1.5 Fiscal Year.

The “Fiscal Year” of the Company shall be the tax year of the Company and shall initially be the calendar year, or such other Fiscal Year as may be designated by Member Approval and permitted by the Internal Revenue Code.

Section 1.6 Duration.

The Company shall continue until it is dissolved and its affairs wound up, which shall occur on the earlier of the happening of any of the following events:

- (a) The receipt of Member Approval with respect to such dissolution and winding up.
- (b) The death, incapacitation, retirement, resignation, expulsion, or bankruptcy of all of the Members or the occurrence of any event which terminates the continued membership of all of the Members in the Company.
- (c) The entry of a decree of judicial dissolution under Section 18-802 of the Massachusetts Act.

**ARTICLE 2
MANAGEMENT OF THE COMPANY**

Section 2.1 Member.

The Sole Member of the Company at the time of adoption of this Agreement is Community Growth Partners Holdings LLC, a Delaware Limited Liability Company formed under Chapter 18 of Title 6, et seq., of the Delaware Code (the “Delaware Limited Liability Company Act”).

Section 2.2 Powers of the Sole Member.

Except as otherwise expressly provided herein, the management and operation of the Company and its business and affairs shall be, and hereby is, vested solely in the Member. In discharging the duties as the Sole Member and in considering the best interests of the Company and its social purpose, a Member shall consider the effects of any action or inaction on:

- (a) the ability of the Company to create a material positive impact on the communities where it operates and on the environment, taken as a whole;
- (b) the employees and work force of the Company, its subsidiaries, and its suppliers;

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(c) the interests of its customers as beneficiaries of the purpose of the Company to have a material positive social impact on the communities where it operates;

(d) community and societal factors, including those of each community in which offices or facilities of the Company, its subsidiaries, or its suppliers are located;

(e) the local environment; and

(f) the short-term and long-term interests of the Company, including benefits that may accrue to the Company from its long-term plans and the possibility that these interests may be best served by the continued independence of the Company.

Section 2.3 Other Agents.

From time to time, the Member may hire employees and appoint agents of the Company (who may be designated as officers of the Company), with such powers and duties as shall be specified by such Member Approval. Such employees and agents (including those designated as officers) may be removed with Member Approval.

Section 2.4 Reimbursement.

The Company shall reimburse authorized representatives of the Company for all out-of-pocket expenses reasonably incurred by the Member and such authorized representatives on behalf of the Company. Such expenses may include travel, seminars, conference attendance fees, and other expenses related to transacting business on behalf of the Company. Such reimbursement shall be treated as an expense of the Company and shall not be deemed to constitute a distribution or fee to the Members or such authorized representatives.

Section 2.5 Advisory Board.

The Member shall establish an advisory board (the "Advisory Board"). The purpose of the Advisory Board shall be to provide business and local social impact guidance to the Member in the development and marketing of the Company's products and services as well as the operations of the Company.

ARTICLE 3 CAPITAL CONTRIBUTIONS

Section 3.1 Initial Contribution.

The Member shall make a Capital Contribution to the Company in the amount of \$100. The Member, in his or her sole discretion, may from time to time make additional Capital

Contributions to the Company.

Section 3.2 Withholding; Tax Documentation.

Notwithstanding anything to the contrary in this Agreement, the Company may withhold from any distribution or other payment, as applicable, to any Member (including any former Member) the amount (the "Member Tax Amount") of (i) any taxes required to be, or that should have been, withheld with respect to such distribution or other payment or any other distribution, payment, or allocation to such Member, (ii) any tax liability of the Company otherwise attributable to such Member, whether or not already paid by the Company, and (iii) any interest, additions to tax and penalties in respect of taxes described in the foregoing clauses (i) or (ii). For avoidance of doubt, Member Tax Amounts will include any "imputed underpayment" within the meaning of Section 6225(c) of the Internal Revenue Code (or any successor provision or similar provision of state or local tax law) that the Member determines to be appropriate to treat as a tax liability attributable to Members (including former Members). All Member Tax Amounts withheld from any distribution or other payment to a Member shall be treated as amounts distributed or paid by the Company to such Member. If no distribution or other payment is then being made to such Member in an amount sufficient to cover the Member Tax Amounts attributable to such Member, then the shortfall that the Company is obligated to pay to a taxing authority shall be deemed to be an interest-free advance from the Company to such Member, payable by such Member by withholding from subsequent distributions or other payments by the Company to such Member or within fourteen (14) days after receiving a written request for payment from the Company; provided, that, in any event such amount shall be repaid to the Company no later than the date of the final distribution in liquidation of the Company. The amount of any taxes (including interest, additions to tax and penalties in respect of such taxes) that are paid by, or withheld from distributions by, entities that are partnerships or other flow-through entities for tax purposes through or in which the Company, directly or indirectly, holds an investment shall be treated as Member Tax Amounts that are subject to this Section on the date such taxes are paid or withheld. Each Member and former Member agrees to timely complete and deliver to the Company, and to timely provide such other information, reasonably requested by the Company for tax purposes, including Massachusetts Form PTE-EX (as applicable).

Section 3.3 Member Investment.

Each Member understands that the Membership Interests have not been registered under the Securities Act, or registered or qualified under the securities or "Blue Sky" laws of any other jurisdiction. Each Member is acquiring such Member's Membership Interest for the Member's own account for investment, and not for, with a view to, or in connection with the

resale or distribution thereof. The nature and amount of each Member's investment in the Membership Interests is consistent with such Member's investment objectives, abilities, and resources. Each Member understands that the Membership Interests are an illiquid investment, which will not become freely transferable by reason of any "change of circumstances." Each Member has adequate means of providing for the Member's current needs and possible contingencies and has no need for liquidity in the Member's investment.

ARTICLE 4 ASSIGNMENT AND SUBSTITUTIONS

Section 4.1 Assignability of Interests; Substitute Members.

The Member may sell, assign, transfer, pledge or otherwise encumber, or otherwise dispose of, such Member's Membership Interest, whether voluntarily or by operation of law. Unless and until admitted as a Substitute Member, an Assignee shall not be entitled to exercise any rights or powers of, or to receive any of the benefits of, the assigning Member other than, to the extent assigned, the share of Adjusted Taxable Profit and Adjusted Taxable Loss and the rights to receive distributions to which the assigning Member was entitled. An Assignee shall have no liability as a Member solely as a result of such assignment. An Assignee may become a Substitute Member only upon the terms and conditions set forth in Section 8.2. The admission of an Assignee as a Substitute Member shall additionally in each case be conditioned upon the Assignee's written assumption of all of the obligations, restrictions and liabilities of the assigning Member with respect to the assigned Membership Interest under this Agreement and the Assignee's execution of an instrument whereby such Assignee becomes a party to this Agreement as a Substitute Member.

Section 4.2 Additional Requirements.

As additional conditions to the validity of any assignment of a Membership Interest and any admission of an Assignee as a Substitute Member, such assignment and any such admission:

(a) shall not violate the registration provisions of the Securities Act, or the securities laws of any applicable jurisdiction;

(b) shall not cause the Company to be terminated for United States federal income tax purposes or to be treated as a publicly traded partnership under the Internal Revenue Code, unless agreed to in writing by Member approval;

(c) shall not be made to a Person that has been, or could reasonably be expected to be,

subject to an Adverse Suitability Determination;

(d) if the assigning Member is a "controlling person" (as defined by 935 CMR 500.050) of the Company, shall not be made to any Person that is a "controlling person" in any other Person that holds any cannabis license in the Commonwealth of Massachusetts; and

(e) shall not result in, or reasonably be expected to result in, an Adverse Suitability Determination with respect to the Company.

Section 4.3 Distributions as Between Assignor and Assignee.

If a Membership Interest shall be validly assigned, then the assignor and Assignee shall each be entitled to distributions as follows: unless the assignor and Assignee shall agree otherwise and so provide in the instrument of assignment, distributions shall be made to the Person owning the Membership Interest at the date of distribution. For the purpose of making computations based on distributions, any distribution to an Assignee who, at the time of the computation, (i) has not been admitted as a Substitute Member shall be deemed to have been made to the assigning Member, and (ii) has been admitted as a Substitute Member shall be deemed to have been made to the Assignee.

Section 4.4 Deemed Agreement.

Any Person who acquires in any manner whatsoever any Membership Interest or other interest in the Company, irrespective of whether such Person has accepted and adopted in writing the terms and provisions of this Agreement, shall be deemed by the acceptance of the benefits of the acquisition thereof to have agreed to be subject to and bound by all of the terms and conditions of this Agreement that any predecessor in such Membership Interest or other interest in the Company of such Person was subject to or by which such predecessor was bound.

Section 4.5 Transfer of Capital Accounts.

The Capital Account established for each Substitute Member shall initially be in the same amount as the Capital Account of the Member (or portion thereof) to which such Substitute Member succeeds, at the time such Substitute Member is admitted as a Member of the Company. The Capital Account of any Member whose Membership Interest shall be increased by means of a transfer to it of all or part of the Membership Interest of another Member shall also be appropriately adjusted to reflect such transfer. Any reference in this Agreement to a Capital Contribution of, or distribution to, a Member that has succeeded any

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Person or Liquidating Agent (each, a "Covered Person") shall have any liability to the Company or to any Member for any loss suffered by the Company that arises out of any action or inaction of such Covered Person if such Covered Person, in good faith, determined that such course of conduct was in, or not opposed to, the best interests of the Company and such course of conduct did not constitute gross negligence, fraud, or willful misconduct of such Covered Person.

(b) No Covered Person shall have any personal liability for the repayment of the positive balance in the Capital Account of a Member. To the greatest extent permitted by applicable law, no Covered Person shall be liable to any Member by reason of any United States federal or other income tax laws or the interpretations thereof as they apply to the Company and such Member, or any changes thereto.

(c) The Members hereby agree that this Section and the other provisions of this Agreement, to the extent that they restrict or eliminate liabilities of the Covered Persons otherwise existing at law or in equity, modify such liabilities to such extent.

Section 6.4 Indemnification of Covered Persons.

(a) To the maximum extent permitted by applicable law and subject to the other provisions of this Section, the Company shall indemnify and hold harmless Covered Persons, from and against any claim, loss, expense, liability, action or damage (including, without limitation, any action by a Member or assignee thereof against a Covered Person) due to, arising from or incurred by reason of any action, inaction or decision performed, taken, not taken or made by Covered Persons or any of them in connection with the activities and operations of the Company, or any subsidiary of the Company, as the case may be, provided (i) such action, inaction or decision is within the scope of the authority of such Covered Persons as provided herein, (ii) such Covered Person acted in good faith and in a manner such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, and (iii) with respect to any criminal proceeding, such Covered Person had no reasonable cause to believe the conduct of such Covered Person was unlawful. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere, or its equivalent, shall not, by itself, create a presumption that the Covered Person did not act in good faith and in a manner which the Covered Person reasonably believed to be in, or not opposed to, the best interest of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person had reasonable cause to believe that such Covered Person's conduct was unlawful (unless there shall have been a final adjudication in the proceeding that the Covered Person did not act in good faith and in a manner which

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such Covered Person reasonably believed to be in, or not opposed to, the best interests of the Company or any subsidiary of the Company, as the case may be, or that the Covered Person did have reasonable cause to believe that such Covered Person's conduct was unlawful). Any Covered Person may consult with independent counsel selected by the Covered Person (which may be counsel for the Company or any Affiliate) and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by such Covered Person hereunder in good faith and in accordance with the opinion of such counsel. Any indemnification under this Section shall include reasonable attorneys' fees incurred by Covered Persons in connection with the defense of any such action including, to the extent permitted by law, all such liabilities under United States federal and state securities acts. The reasonable expenses incurred by Covered Persons in connection with the defense of any such action shall be paid or reimbursed as incurred, upon receipt by the Company of an undertaking by such Covered Person to repay such expenses if it shall ultimately be determined that such Covered Person is not entitled to be indemnified hereunder, which undertaking may be accepted without reference to the financial ability of such Covered Person to make repayment. Such indemnification shall only be made to the extent that such Persons are not otherwise reimbursed from insurance or other means. Such indemnification shall only be paid from the assets of the Company, and no Member shall have any personal liability on account thereof.

(b) Notwithstanding the provisions of Section 6.3(a), a Covered Person shall not be entitled to be indemnified or held harmless from and against any claim, loss, expense, liability, action or damage due to or arising from the Covered Person's gross negligence, fraud or willful misconduct.

(c) The provisions of this Section shall be in addition to and not in limitation of any other rights of indemnification and reimbursement or limitations of liability to which a Covered Person may be entitled under the charter documents of any subsidiary of the Company or otherwise. The provisions of this Section shall apply whether or not at the time of reimbursement the Covered Person entitled to reimbursement is then a Covered Person. Notwithstanding any repeal of this Section or other amendment hereof, its provisions shall be binding upon the Company (subject only to the exceptions above set forth) as to any claim, loss, expense, liability, action or damage due to or arising out of matters which occur during or are referable to the period prior to any such repeal or amendment of this Section.

(d) The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against

such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of any part of this Agreement or under applicable law.

Section 6.5 Interested Transactions.

The Company may transact business and enter into and amend contracts, agreements and arrangements with one or more Covered Persons, or with any corporation, partnership, organization or other concern of or in which any one or more Covered Persons are directors, officers, stockholders, partners, members, trustees or otherwise interested. In the absence of fraud, (i) no such transaction, contract or arrangement shall be invalidated or in any way affected by the fact that such Covered Persons have or may have interests that are or might be adverse to the interest of the Company, even though the vote, consent or other action of such Covered Persons may have been necessary to obligate the Company under such transaction, contract or arrangement, and (ii) in the additional absence of any express agreement to the contrary, no such Covered Person shall be liable to the Company, any Member, any creditor of the Company or any other Person for any loss incurred by reason of any such transaction, contract or arrangement, nor shall such Covered Person be accountable for any gains or profits realized thereon.

ARTICLE 7 MISCELLANEOUS PROVISIONS

Section 7.1 Books and Accounts

(a) Complete and accurate books and accounts shall be kept and maintained for the Company in accordance with generally accepted accounting principles and shall include separate accounts for each Member. Each Member, at such Member's own expense, shall at reasonable times and upon reasonable prior written notice to the Company have access to such copy of the Agreement and of the Certificate of Organization and such books of account, but only to the extent such books of account reasonably relate to such Member's Membership Interest and not the Membership Interest of any other Member. The Members hereby acknowledge that, pursuant to Section 18-305(g) of the Massachusetts Act, the rights of a Member to obtain information from the Company shall be limited to only those rights provided for in this Section and that any other rights provided under Section 18-305(a) of the Massachusetts Act shall not be available to the Members or applicable to the Company.



(b) All funds received by the Company shall be deposited in the name of the Company in such account or accounts, all securities owned by the Company may be deposited with such custodians, and withdrawals therefrom shall be made upon such signature or signatures on behalf of the Company.

(c) Notwithstanding the foregoing, nothing in this Agreement prohibits, or is intended in any manner to prohibit, a report of a possible violation of United States federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under whistleblower provisions of United States federal law or regulation. No Person subject to the restrictions set forth in this Article shall require the prior authorization of anyone at the Company or the Company's legal counsel to make any such reports or disclosures, and no such Person is required to notify the Company that it has made such reports or disclosures. Additionally, nothing in this Agreement is intended to interfere with or restrain the immunity provided under 18 U.S.C. Section 1833(b) for confidential disclosures of trade secrets to government officials, or lawyers, solely for the purpose of reporting or investigating a suspected violation of law; or in a sealed filing in court or other proceeding.

Section 7.2 Survival of Rights and Remedies.

No failure or delay by any party in exercising any right or remedy hereunder shall operate as a waiver thereof, and a waiver of a particular right or remedy on one occasion shall not be deemed a waiver of any other right or remedy or a waiver on any subsequent occasion.

Section 7.3 Notices.

All notices, demands, solicitations of consent or approval, and other communications hereunder shall be in writing and shall be sufficiently given if personally delivered or sent by postage prepaid, registered or certified mail, return receipt requested, or by overnight courier, addressed as follows: if intended for the Company or Member in their capacity as such, to the Company's principal place of business, and if intended for any Member to the address the Member designates. Notices shall be deemed to have been given when personally delivered if mailed, on the earlier of (A) three (3) days after the date on which deposited in the mails, and (B) the date on which received, or if sent by overnight courier, on the date on which received; provided, that notices of a change of address shall not be deemed given until the actual receipt thereof. The provisions of this Section shall not prohibit the giving of written notice in any other manner, including email; any written

notice given in any other manner shall be deemed given only when actually received.

Section 7.4 Waivers; Amendments.

The operation or effect of any provision of this Agreement may only be waived, and this Agreement may only be amended, in accordance with this Section. The operation or effect of any provision of this Agreement may be waived, and this Agreement may be amended, upon receipt of Member Approval; provided, that (A) this Agreement may be amended by Member Approval, to the extent required to conform to actions properly taken by the Company or any of the Members in accordance with this Agreement, including, without limitation, that are in accordance with Section 7.1(h) to reflect changes made pursuant to the terms of this Agreement, (B) except as otherwise set forth herein, no waiver or amendment pursuant to this Section shall, without a Member's consent, (I) create personal liability for such Member or (II) require capital from such Member, and (C) any provision of this Agreement may be waived by the waiving party on such party's own behalf, without the consent of any other party.

Section 7.5 Applicable Law; Jurisdiction; Damages.

(a) This Agreement shall be governed by, and construed in accordance with, the law of The Commonwealth of Massachusetts without regard to principles of conflicts of law.

(b) The parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Massachusetts and to the jurisdiction of the United States District Court for the District of Massachusetts for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Massachusetts located in Middlesex or Suffolk County or the United States District Court for the District of Massachusetts located in Boston, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

(c) A Member or former Member who initiates an action or suit in violation of this Agreement shall be liable to the Company and any Members who are defendant



parties for all damages and expenses which such defendant parties incur as a result, including, without limitation, reasonable fees and expenses of legal counsel and expert witnesses and court costs.

Section 7.6 Binding Effect.

This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of the parties hereto; provided, that this provision shall not be construed to permit any assignment or transfer which is otherwise prohibited hereby.

Section 7.7 Severability.

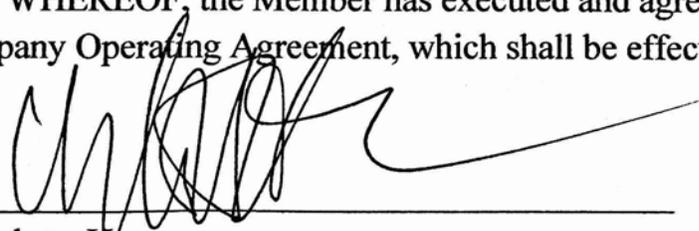
If any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and all other applications thereof shall not in any way be affected or impaired thereby.

Section 7.8 Entire Agreement.

This Agreement sets forth the entire understanding among the parties relating to the subject matter hereof and supersedes any and all prior contracts or agreements with respect to such subject matter, whether oral or written. No promises, covenants or representations of any character or nature other than those expressly stated herein have been made to induce any party to enter into this Agreement.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of March 11, 2019.

Signature: _____



Charlotte Hanna

Manager

Community Growth Partners Holdings LLC

**Community Growth Partners
Northampton Operations LLC
Cannabis Cultivation Application**

Plan to Obtain Liability Insurance

Community Growth Partners Northampton Operations LLC shall 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. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Community Growth Partners Northampton Operations LLC
Tier 3 Cultivation Application
Business Plan

Introduction

Community Growth Partners is a socially aware cannabis brand with proposed retail and cultivation operations across Massachusetts. Community Growth Partners' Northampton Cultivation Operations LLC's (CGP's) facility at 20 Ladd Avenue will provide a wholesale distribution operation to serve CGP's own licensed dispensaries, as well as the Massachusetts wholesale market overall. The operation will work with rare genetics to produce premium cannabis flower.

We look forward to working in Northampton, and are excited to participate in such a welcoming cannabis market. There is currently one other proposed cultivation facility in Northampton.

Competitive Site Advantages

After months of researching and visiting potential cultivation and manufacturing locations in Massachusetts, we selected our site at 20 Ladd in Northampton because the site fit many of our geographic and community specific requirements, as well as our building specific requirements.

Northampton is a prime location for cannabis businesses because of the local community and municipal support for the industry. There is access to a workforce in nearby communities that aligns with our business objective of social equity, such as Holyoke and Springfield. Lastly, the suitability of the building itself for the purpose of our use is in perfect alignment.

Northampton's cannabis-business-friendly government and its "As-of-Right" zoning designation for our location make our local government approval process more streamlined than other communities in the state. The town's central location in the state and proximity to major North, South, East and West Highways was an important consideration for ease of distribution across the state.

Our long-term 30-year lease secures our position in our location at a low cost basis (relative to purchasing) and allows us to amortize our capital expenses over a longer rental term. Also, by securing the building at a below market rate (\$5/square foot), our monthly carrying cost is below the rate we would be charged in interest to purchase a cannabis facility (from private debt sources available to the cannabis industry).

This site has adequate 3 phase power distributed across the building in a design consistent with our plans for growing rooms. Lastly, after considerable due diligence, we found the building to be structurally sound and without environmental issues commonly found in old mills.

Product and Growing Differentiation

Our cultivation facility will grow only rare strains sourced from the best breeders, as well as local breeders. Our flower varieties will include THC in weights and dosages consistent with CCC limits, quality and testing standards, tracking and trace-ability, other regulatory standards,

and consumer demands for safe, regulated flower products. Our focus on high yielding varieties with the flavor profiles and THC:CBD ratios consumers want will enable us to help create quality products that maximize our production on a per square foot basis. Our proprietary perpetual harvest system and nutrient, growing and lighting systems will enable us to produce roughly 4,000 pounds of flower per year once we are at full capacity.

Our assessment of the current product offerings in Massachusetts indicates that there are opportunities for cultivators producing a craft, small-batch, high quality product line. Most of the larger players go to similar genetic sources for their products which has resulted in an abundance of similar genetic varieties. We believe that this will lead to pricing de-escalation as a result of an over-supply of commoditized varieties. Market data research in states like CO, WA and OR indicate that while the overall flower price index falls as more suppliers come on the market the price for exotic varieties sustains itself.

Our analysis of public information about the current cultivators (from images in news articles, their own online product catalogs, and other public sources) show an immature market where even the best flower shows signs of lighting and nutrient mistakes. We seek to expand market offerings to retailers interested in selling premium cannabis product, which we have not seen otherwise in Massachusetts.

Currently, we believe that Theory Wellness presents our biggest competition in terms of their access to high quality genetics and quality growing methods. We will differentiate ourselves from Theory Wellness by sourcing strains they do not currently have and growing our own genetics in our research areas of the facility.

Preliminary Market Analysis:

National. According to the New Frontier Data Cannabis Consumer Report 2018-2019, the legal cannabis industry is “poised to grow from \$10 billion in 2018 to nearly \$26 billion by 2025.” 67% of users consider their purpose “recreational,” though the top three reported uses from consumers were relaxation, stress relief, and to reduce anxiety. Although flower is still the preferred method by 53% of users, there is an increasing demand for creative methods of consumption, high quality offerings, and a socially minded business to consumer connection.

Massachusetts. It is estimated that the cannabis market in Massachusetts will reach a \$1.2 billion dollar valuation by 2021.

Start up Costs

- \$1.5M Phase 1 Buildout Cost (~6000 sq. ft of footprint, includes ~3500 sq. ft of canopy)
- \$4.5 M Phase 2 Buildout Cost (~10,000 additional sq. feet of canopy, for a total additional ~18,000 sq. ft of entire footprint)
- \$2.5M Operational costs through Phase 1 buildout (labor, operating expenses, seeds, escrow)

- \$250,000 Contingency (10%)

Capitalization

We estimate that 50% of our projected Phase 1 capital expense will be for growing equipment, which will be acquired entirely through leasing.

We are in the process of a capital raise that includes 100% of our lease deal and other debt vehicles. Our projection is a 65:35 debt-to-equity financing structure, with the debt coming from multiple credit facilities (for Phase 1). Ideally, we will have generated a working capital fund from our Great Barrington retail operation in order to support the Phase 2 buildout of the cultivation facility.

In order to secure the best available financing package, it is important for us to expedite our application process, and demonstrate to potential financiers that our application is submitted and/or has been approved.

Community Benefits

CPG has created a comprehensive community benefits package that seeks to support Northampton and close-by towns of disproportionate impact; and has also executed a successful host community agreement in Northampton. Further outlined in the positive impact plan, host community agreement, and diversity plan, community benefits include:

- 3% of gross revenue to be paid in taxes to Northampton
- \$10,000 annual contribution to Northampton Educational Foundation
- Targeted hiring in areas of disproportionate impact Springfield and Holyoke
- 3% of annual net profits to be used towards a criminal justice reform program, starting with the expungement of cannabis related criminal records for individuals with charges in areas of disproportionate impact
- Paid employee community service and an employee donation match program
- Community grow workshops to help educate residents about growing cannabis safely
- Hiring of local vendors for merchandise and services
- Employee profit sharing program

Target Customers

The goal of our cultivation facility is to supply our retail location in Great Barrington, and eventually, in Boston. With extra flower, we will target other licensed recreational-use dispensaries throughout Massachusetts, who are specifically interested in procuring high quality, premium cannabis flower.

Marketing/Pricing

CGP is planning a responsible, targeted and integrated marketing program to raise awareness, interest and understanding of its products and offerings amongst potential buyers. We will utilize our Great Barrington retail location and our national website to educate individuals and companies on our grow methodology and our production quality.

Pricing will ultimately depend on a variety of factors including the availability of product in an emerging market.

Background on Leadership Team

Charlotte Hanna: Charlotte, our CEO, brings nearly 30 years experience in multinational corporations, real estate and philanthropy. Since 2012, Charlotte has invested in real estate projects in New York. Charlotte's comes from a real estate development family that currently has 500,000 square feet of real estate under management. Her family has led economic development efforts around the SouthEast US.

Previously, over 11 years at Goldman Sachs, Charlotte held various positions within the firm's training and organizational development group helping to build the workforce and structures the company needed as it evolved and grew. While at Goldman, she developed the Goldman Sachs University brand, built a global team which designed and executed various corporate-wide development efforts, and managed headcount and budgets exceeding \$20M.

Charlotte began her career building a sustainable urban farming initiative in San Francisco. Together with other hunger relief advocates, she developed farms on vacant urban lots and trained homeless people to run them and sell the produce to high-end restaurants. She worked on similarly innovative economic development programs around the country as a grantee of organizations like The Robert Wood Johnson Foundation. She earned degrees from American University and New York University where she was an Annie Casey Foundation Research Fellow.

Marcus Williams: Marcus Williams, our Vice President and first participant in our EE Future Leaders Initiative, brings 10 years experience working in a variety of technology operations roles within the financial services, pharmaceutical and hardware engineering sectors. Most recently Marcus has worked for the past 6 years at Silicon Labs, a semi-conductor manufacturer in Boston where he is the lead systems administrator for the region. Prior to joining Silicon Labs, Marcus worked in a variety of technology roles at Eaton Vance, Putnam Investments and Millenium Pharmaceuticals.

Marcus' interest in technology and his background in the pharmaceutical industry led him to begin researching the various types of genetics and breeding techniques for marijuana. In his spare time, Marcus has become an expert in the history and origins of cannabis landrace strains. Since legalization in Massachusetts, he has become part of a growing community in Boston supporting marijuana legalization and quietly advocating for quality genetics and new generation growing techniques.

Community Growth Partners Northampton Operations LLC
Tier 3 Cultivation Application
Restricting Access to Age 21 and Older

Community Growth Partners Northampton Operations LLC (CGP) strictly prohibits anyone under 21 years of age to be on premises or access to the facility. The Chief Operating Officer (COO) and Director of Security will enforce strict company policies for identification verification and implement protocols in our recruitment process and security plan to ensure each employee, consultant, vendor, or visitor to the facility has an acceptable form of identification before access may be granted. CGP's advertising, marketing, and labeling practices will comply with 935 CMR 500.105, including the requirements designed to ensure that individuals under 21 years of age do not use cannabis or cannabis products. Additionally, CGP's website will require all online visitors to verify they are 21 years of age or older prior to accessing the website.

As part of our staffing plan and recruitment process, CGP will conduct background checks on selected qualified applicants before an offer of employment is extended. The COO will conduct an age verification to ensure the applicant is 21 years of age or older and meets the criteria for a Cannabis Establishment Agent as listed in 935 CMR 500.030 of the regulations by the Commission. Any applicant applying for a position with CGP that does not meet the age requirement will be contacted by the COO and informed of the disqualification. In the event that CGP discovers that any of its agents intentionally or negligently allowed a person under the age of 21 to enter its facility, the agent will be terminated and the Commission will be notified.

Access to the premises and facility will be monitored and controlled 24 hours a day, 7 days a week. Ingress and egress points shall be limited requiring all employees, consultants, visitors, and standard deliveries (UPS, FedEx, etc.) to enter through the main lobby. All doors other than the main entrance will be designated emergency egress only. The entrance to the main lobby will be a secured two-door vestibule mantrap that is constructed of Level III (NIJ Standard) ballistic glass. Employees will be required to use their company issued badge at the card reader to gain access the main lobby. All other visitors will gain access to the main lobby through an notification system that alerts security office.

Visitors will enter the main lobby where security personnel will verify and document the visitor's identification using Veridocs Identification Verification Software to validate the authenticity of the identification. All visitors must be at least 21 years of age or older to enter the facility. Security personnel will require all visitors to complete the Visitors Log before issued a temporary visitor badge. Visitors will not be permitted in the facility unless escorted by an authorized employee for the duration of the visit. Any visitor determined to be under the required age will be escorted of the premises by security immediately. If the attempt to enter the facility is determined to be criminal by falsely identifying or tampering with a form of identification will immediately notify proper law enforcement authorities and notification of the incident to the Commission.

June 21, 2019

To Whom It May Concern:

Roca has been working in Western Massachusetts highest-risk young people since 2010. The young people Roca serves are deeply involved in the criminal justice system, and all of them are at high-risk of future reoffending and have a criminal record (typically multiple felonies). Roca has developed a unique four year intervention model that helps this group of high risk young adults stay out of harm's way and go to work. 343 high-risk young men from Springfield and Holyoke were served in FY2018, with 82% of program graduates placed in a job, 77% holding jobs for 3 months or longer, and 88% avoiding any new arrests.

Together with Community Growth Partners, we have discussed a partnership that would support the diverse hiring goals outlined in their Diversity Plan. We have identified ways to support their Expungement Relief Program and the Community Grow Program outlined in the Positive Impact Plan included in their licensing application for facilities in Northampton and Great Barrington, MA.

Many of the young people at Roca have been previously connected with offenses related to drug possession. Cannabis legalization opens a new opportunity for them, as some of their records may be expunged, as well as some employment opportunities in this emerging field. As people who were negatively affected by the criminalization of cannabis, they have lived experience that puts them at a unique position to share the impact of legalization on their lives. With the training they receive at Roca, they are also potential employees at this new industry,

We also understand that we may be eligible for donations through their donation match program, and we are willing to accept any donations from CGP and/or their employees.

Thank you.



Christine Judd
Director, Roca Springfield & Holyoke

Community Growth Partners Northampton Operations LLC

Tier 3 Cultivation Application

Qualifications and Training

Community Growth Partners Northampton Operations LLC (CGP) has extensive operational experience to provide the requisite training for all directors, managers, and employees. Hiring and training well-qualified and diverse employees is CGP's hiring goals with plans to hire from the local community and provide living-wage jobs with proper training, educational opportunities and benefits, including retirement plans. CGP's comprehensive Training Program not only fully prepares employees for operations but enhances their industry knowledge for further career advancement and growth with the company.

Qualifications

The Human Resources Manager will select to interview the most qualified applicants with tangible and intangible skill sets to effectively perform the duties, responsibilities and roles for the position available. CGP promotes Equal Employment Opportunity (EEO) and will develop a diverse team that includes CORI applicants to creatively build the company's success. CGP's recruiting efforts will be primarily directed at candidates with the following qualifications:

- 21 years of age or older
- Criminal background check approval
- Possess a Marijuana Establishment Agent (MEA) card from the Cannabis Control Commission
- Work history and past experience

COO

Experience in proposal development for federal government and the private sector. Experience in contracts management; Experience in dealing with government contracting officers, contract specialists and contracting officer's representatives. Experience in business development; Experience in managing professionals and administrative staff. Ability to lead, influence and inspire others; Exceptional written and oral presentation skills, and the ability to effectively convey information. Exceptional interpersonal skills.

CFO

Bachelor's degree in Accounting, Finance or comparable field (MBA is highly desirable); 8 years accounting/finance experience with increasing responsibility; 5 years supervision and management experience. Experience managing finance (accounting, budgeting, control, revenue cycle management and reporting). Experience working with information technology staff to manage finance and accounting software; Excellent communication and collaborative working skills; Demonstrated knowledge of GAAP, FASB and accounting principles. Demonstrated knowledge of accounting and spreadsheet software. Experience with complex budget development and management.

Director of Compliance

5+ years of Compliance/operations/ regulatory experience in Cannabis or Pharmaceutical; High-level attention to detail, administrative skills, problem-solving skills, and highly organized. Experience using Microsoft Office

applications and familiarity with current versions. Ability to follow established company protocol for digital and printed document storage. Knowledge of OSHA regulations, HIPPA and Cannabis Control Commissions requirements. Ability to understand state inventory tracking system METRC and audits; Ability to understand all aspects of POS and audit all levels of POS users. Ability to work independently with little or no direct supervision.

Director of Security

A minimum of 5 years of related work experience with at least two years of experience supervising a security department. Exhibits leadership qualities, leads by example, and skilled to motivate staff. Performs a variety of changing duties with composure; must have valid Guard Certification Card; First aid and CPR training required.

Director of Quality Control

3+ years related work experience. Specialized training in GLP; GMP. Expertise in analytical chemistry. Proficient in MS Office (Word, Excel, Outlook). Must have strong communication and organizational skills accompanied with attention to detail. Knowledge of lab supply chain as well as inventory management principles. Must have ARPIC status within one year of hire date. Fluent in spoken and written English. First aid training and other industry related training an asset.

Cultivation Manager

5 years of Management / Growing experience. Must have strong managerial experience and be able to work and lead a multitude of different personalities. Basic concepts about greenhouse operations, quality and productivity. Must possess the ability to multitask in a fast paced environment. Must have experience in the indoor greenhouse industry and understand the complexities and challenges of such; Ability to solve practical problems and deal with a variety of changing situations. Must have knowledge of SOPs. Must have prior experience as Head Grower/Greenhouse Manager. Capable of performing routine management and able to make equipment repair or notify proper personnel when unable to. Proficient with Google Docs and/or Microsoft Office products; Ability to plan ahead, troubleshoot, anticipate problems, and problem solve. Ability to prioritize and manage multiple tasks at a time; Specific knowledge of nutrients and plant science. Experience managing an OSHA compliance program; Skills driving continuous improvement initiatives & culture; Excellent analytical, problem solving, and superior management skills.

Packaging and Labeling Manager

Experience operating a small-scale chemical, pharmaceutical or product manufacturing plant or process; Excellent organizational skills; Excellent interpersonal skills; employee supervision experience; strong writing and math skills; proficient using PCs and common applications; familiar with mechanical systems, basic science/engineering concepts, and digital/analog control systems;

Facilities Manager

3 or more years of experience in facilities and maintenance supervision / management preferably in a Distribution Center of warehousing environment. Experience managing a budget strongly preferred. Automated Process Control or Material Handling Equipment maintenance experience. Understanding of and experience with HVAC systems; Previous experience using, training and enforcing Lock-out/Tag-out process, fall

protection, and other required OSHA and state required safety regulations. Welding and/or fabrication experience. Extensive mechanical and electrical knowledge and troubleshooting skills.

Inventory Control Manager

Experience with inventory management required. Experience in audits / inspections is an asset. Experience in GMP / regulated work environment is an asset. Strong planning and organizational skills. Strong oral and written communication skills. Strong proficiency in Microsoft Excel or similar. Ability to prioritize multiple tasks. Fast learner who wants to work in a fast paced environment. Meticulous attention to detail. Proven problem solving ability. Must have strong communication and organizational skills. Fluent in spoken and written English. First aid and other industry related training an asset.

Bookkeeper

3+ years with a public accounting firm preparing and reviewing client work papers and income tax returns. Plus bookkeeping and payroll tax experience; Certified Public Accountant or CPA Candidate; Strong tax and accounting background. Knowledge of managing projects including scheduling, budgeting, client correspondence, excellent technology, research and writing skills; 2+ years of experience with QuickBooks; Excellent verbal and written communication skills; Integrity within a professional environment.

Security Officer

Lifting, surveillance and computer operating skills, Microsoft Word & Excel knowledge preferred; Deals with uncertainty, Integrity, Safety Management Skills and Reporting Skills. Must have valid Guard Certification Card; First Aid and CPR Training preferred.

Cultivation Technician

Light manufacturing experience; detailed record keeping skills; proficient using PCs and common office/technical applications.

Inventory Control Assistant

Strong planning and organizational skills. Strong oral and written communication skills; Strong proficiency with Microsoft Excel or similar. Ability to prioritize multiple tasks. Fast learner who wants to work in a fast-paced environment. Meticulous attention to detail. Proven problem-solving ability; Must have strong communication skills and strong organizational skills accompanied with attention to detail. Fluent in spoken and written English; First aid training and other industry related training an asset.

Packaging Assistant

Must be 21 years old with a valid MEA card; Basic math skills and the ability to accurately use scales and measuring devices, Good verbal and written communication skills, Ability lift up to 50 lbs., Computer skills and ability to use Office- Excel- FlowHub- METRC software.

Trimmer

Must be 21 years old with a valid MEA card; Basic math skills, Good verbal and written communication skills, ability to operate standard office equipment.

Transport Delivery Driver

One year of driving experience; 3+ years of clean driving record- MVR check will be conducted; customer service experience; ability to multitask.

Training

CGP is committed to training all employees as necessary and required in order to perform all job duties and functions safely and in compliance with applicable laws and regulations. The Human Resources Manager in coordination with department directors and managers will be responsible for the development and execution of the Training Program. CGP will require all employees to complete new hire orientation that discusses the company's personnel policies and procedures following our Training Program that covers the Standard Operating Procedures of the facility and all operations conducted.

The sections that will be covered in the Training Program developed by CGP will include the following: Current Massachusetts Laws and Regulations; Standard Operating Procedures (SOPs); METRC Electronic Tracking System (ETS); Cannabis Control Commission Compliance; Record Keeping and Documentation; Diversion Prevention Training; Perpetual Inventory Control Systems; Transport Manifest; OSHA Compliance; Cultivation Methodology; Environmental Control Systems; Employee Dress Code And Personal Hygiene; Good Agricultural Practices, Good Manufacturing Practices and Good Handling Practices; Limited Access Areas; Visitors; Daily Facility Evaluation; Receipt Of Material; Growing Media and Nutrients, Supplements and Growth Additives; Plant Tagging; Integrated Pest Management (IPM); Plant Diseases; Weights and Measurements and Scale Calibration; Harvesting Cannabis; Processing Operations; Inventory Reconciliation Procedure; Quality Control; Laboratory Testing; Transferring & Transporting Shipments; Product Recall; Cannabis Waste Disposal; Facility Cleaning and Sanitation; Equipment Operating; Equipment Maintenance, Cleaning and Sanitation; Emergency Protocols.

In addition to these topics, our weekslong staff training will include a health and wellness component, as well. We believe that it is important to not only educate our staff, but to do so in such a manner that models the compliant yet compassionate culture we've discussed. Given that health and wellness is a large part of our brand, we will cultivate this in our staff and employees by providing them health and wellness related offerings. Similarly to the way we plan to educate employees on generational wealth building through our employee profit sharing program, we hope to encourage healthier lifestyle practices among our staff for the betterment of their whole lives, and not just the time they spend working at CGP.

CGP is committed to complete the hiring of our entire staff at least three weeks before any of our facilities open, to ensure ample training time is available for our two week Training Program. Staff will be paid during these hours.

Responsible Vendor Training

CGP will ensure that all marijuana establishment agents complete at least eight hours of training prior to performing job functions, which training shall include, at a minimum, completion of a responsible vendor

training program operated by an organization licensed by the Commission pursuant to 935 CMR 500.105(2)(b)6. All employees that are involved in the handling and sale of cannabis will complete the annual minimum eight hours of responsible vendor training required for cannabis establishment agents in Massachusetts, as required in 935 CMR 500.105(2)(b). CGP will maintain records of responsible vendor training program compliance for four years and make them available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Ongoing Training

CGP believes that training in best practices never stops and empowering employees with the proper resources will provide sustainability in achieving our mission of producing high-quality products with consistency. Training materials and education methods will be subject to continuous evaluation to detect areas requiring further development. Materials used in training will be routinely updated to incorporate the scientific community's latest discoveries related to marijuana production and consumption. CGP will provide updated plans and documents to the Commission as necessary or when requested by the Commission. Copies of all policies and procedures regarding the training of employees and signed attendance logs including (the date, time, location, and signature of trainer) will be maintained at the retail establishment and provided to the Commission upon request. At a minimum, CGP staff shall receive 8 hours of on-going training annually.

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1) Purpose:

Community Growth Partners Northampton Operations, LLC (“CGP”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed personnel policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Close Associate means a Person who holds a relevant managerial, operational or financial interest in the business of an applicant or Licensee and, by virtue of that interest or power, is able to exercise a significant influence over the corporate governance of a Marijuana Establishment, an MTC or Independent Testing Laboratory licensed under 935 CMR 500.000. A Close Associate is deemed to be a Person or Entity Having Direct or Indirect Control.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

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Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

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

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

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

3) Responsibilities:

This SOP applies to all personnel policies and procedures in the Marijuana Establishment. CGP management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

4) Alcohol, Smoke, and Drug-Free Workplace

1. CGP believes in a drug-free, healthy, and safe workplace.

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2. To promote this, our agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner.
3. While on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.
4. Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered.
5. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.
6. Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program.
7. Such violations may also have legal consequences.
8. CGP will provide notice to Law Enforcement Authorities and the Commission, no more than twenty-four (24) hours after the incident occurs.

5) **Personnel Records**

1. Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records.
2. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with CGP and will include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating

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- the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- e. A copy of the application that CGP submitted to the Commission on behalf of any prospective CGP agent;
 - f. Documentation of periodic performance evaluations;
 - g. A record of any disciplinary action taken;
 - h. Notice of completed Responsible Vendor Training Program and in-house training for CGP Agents required under 935 CMR 500.105(2): Marijuana Establishment Agent Training;
 - i. A staffing plan that will demonstrate accessible business hours;
 - j. Personnel policies and procedures, including, at a minimum, the following:
 - i. Code of ethics;
 - ii. Whistle-blower policy; and
 - iii. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations.
 - k. All background check reports obtained in accordance with 935 CMR 500.030: *Registration of Marijuana Establishment Agents*, and 803 CMR 2.00: Criminal Offender Record Information (CORI).
3. Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:
- a. Results of initial background investigation, including CORI reports completed by Creative Services, Inc. and reviewed by People and Performance Manager;
 - b. Documentation that references were checked prior to the agent being hired;
 - c. Offer letter from CGP to the new agent, including job title and supervision;
 - d. Materials submitted to the Commission for agent registration purposes;
 - e. Documentation of annual performance reviews;
 - f. Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
 - g. Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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6) Key Staff

In the event of an incident or an emergency the following contacts should be notified:

Chief Executive Officer: Charlotte Hanna	646-408-1196
Vice President: Marcus Williams	617-946-6516
Cultivation Director: Mike Ronnie	707-494-2072

7) External Agencies / Departments

In the event of an incident or an emergency the following contacts may be notified:

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Northampton Fire Department:	413-587-1032
Northampton Health Department:	413-587-1214
Northampton Police Department:	413-587-1100
Northampton City/Town Hall:	413-587-4900

8) Agent and Physical Risk Reduction Measures

1. Agents suspected of diversion will be reported to local law enforcement authorities; and
2. Security checks are in place at the main entrance gate and front security office to ensure unauthorized individuals do not gain access to CGP facility.

9) Agent Background Checks

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1. In addition to completing agent registration process, all agents hired to work for CGP will undergo a detailed background investigation prior to being granted access to CGP or beginning work duties.
2. Background checks will be performed to screen for the following, among others:
 - a. Past criminal convictions;
 - b. Past drug-related offenses;
 - c. Professional licenses;
 - d. Driver’s license information;
 - e. Docket search of state and federal criminal & civil actions;
3. References provided by the agent will be verified at the time of hire.
4. As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
5. As a condition of their continued employment, agents are required to renew their registration cards and submit to other background screening as may be required by CGP or the Commission.

- **11) Agent Training**

1. CGP will ensure that all agents complete training prior to performing job functions.
2. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include an annual Responsible Vendor Training Program.
3. Agents responsible for tracking and entering product into Metrc will receive training in a form and manner determined by the Commission.
4. At a minimum, staff will receive eight hours of on-going training annually.

11.1 Specific Training Requirements

Prior to being granted access to secure areas, including all areas containing marijuana products, agents will receive the following training prior to performing job functions:

1. New hire orientation
 - a. Overview of CGP and employment policies and procedures as outlined in the Agent Handbook;

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2. General security procedures relevant to all CGP agents;
3. Detailed security procedures relevant to the agents' job function;
4. Confidentiality
 - a. Including CGP's policies and procedures such as security;
5. Recordkeeping requirements;
6. Customized training related to the agent's job function at the time of hire by the Manager or Supervisor;
7. All new employees involved in the handling and sale of Marijuana for adult use must successfully complete a Responsible Vendor Training Program within 90 days of hire.

- **12) Responsible Vendor Training**

1. All current owners, managers and employees of CGP that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".
2. CGP Agents must first take the Basic Core Curriculum.
3. On completing the Basic Core Curriculum, a CGP Agent is eligible to take the Advanced Core Curriculum.
4. Administrative employees who do not handle or sell marijuana may take the "Responsible Vendor" program on a voluntary basis.
5. Agents who serve as administrative employees and do not handle or sell marijuana are exempt from the four-hour RVT requirement but may take "a Responsible Vendor" Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.
6. CGP will maintain records of Responsible Vendor Training Program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

- **13) Job Descriptions**

13.1 Cultivation Staff including; Cultivation Director, Cultivation Lead, Trim Supervisor, and Trim staff.

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13.1 Director of Security

Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for CGP, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to CGP agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of CGP facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of CGP facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of CGP agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

13.2 Security Agent

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Security Agents monitor the state-of-the-art security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to CGP facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat which jeopardizes authorized visitors, and CGP agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to CGP facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort CGP agents from the facility during non-business hours and performing security checks at designated intervals.

13.3 Inventory Manager

The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all marijuana and marijuana products;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

13.4 Inventory Associate

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Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day’s beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in METRC
- Ensuring waste is properly stored, either in the Plant Trash Room or the General/Non-Plant Trash Room; and
- Coordinating waste disposal schedule and ensuring CGP’s policies and procedures for waste disposal are adhered to.

13.5 Production Manager

The Production Manager is responsible for all post-harvest handling of marijuana.

Production Manager is responsible for the following:

- Ensuring quality control of finished marijuana flowers;
- Monitoring the status of the Dry Room and of marijuana flowers that are in the process of drying;
- Entering wet and dry weights of all product, including flowers and trim into METRC
- Ensure prompt delivery of marijuana trim to Production Lab or MIPs Kitchen;
- Overseeing bulk medicine packaging and storing in dedicated vault; and

13.6 Concentrates and MIPs Production Manager

Responsible for production of all concentrates and MIPs produced by CGP. This includes, but is not limited to:

- Managing inventory and par-levels of all concentrate and marijuana products, including integration into METRC
- Creating raw Super Critical CO2 (SCCO2) concentrate;
- Creating distilled, high-purity concentrate for use in MIPs and vaporizer cartridges;

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- Creating all marijuana products;
- Organizing extraction schedule based on availability of cultivated material;
- Maintaining a rigid cleaning schedule that all lab agents must adhere to;
- Ensuring Production Lab and MIPs Kitchen safety pursuant to established safety protocols;
- Coordinating facility repairs and maintenance;
- Supervising and training agents in an ongoing manner; and
- Providing mandatory training for new agents.

13.7 Lab/Production Assistant

Responsible for supporting the Concentrates and MIPs Production Manager during day-to-day operations. This includes but is not limited to:

- Drying and grinding cultivated material in preparation for SCCO2 extraction;
- Unpacking and cleaning the SCCO2 extractor;
- Cleaning and sanitization of all lab glassware;
- Cleaning and sanitization of all kitchen cookware and utensils;
- Cleaning and sanitization of the distillation still;
- Routine scheduled maintenance of all equipment in Production Lab and MIPs Kitchen; and
- Assisting with packaging of all concentrate and marijuana products to be sold.

- **14) Confidentiality**

1. Information held by CGP is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, that the Commission may access this information to carry out official duties.
2. CGP agents will receive confidentiality training during new hire orientation.
3. Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.
4. Metrc system, harbors the technology required to abide with regulatory standards and prevent theft.

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5. Only a Tracking system approved by the Commission, in consultation with the DOR will be used.
6. The software comes equipped with multiple features to ensure security, theft protection, compliance, and prevents manipulation or alteration of sales data.
7. All hardware is managed and maintained internally.
8. Unlike cloud-based solutions where the licensee relies on the software vendor and cloud provider, the software provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security.
9. In the event of an automatic failure, the software also works with redundant routers to maintain business records and system functionality.
10. System authentication is encrypted via industry-standard SSL with the use of a server-based platform.

CGP will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Records of the monthly analysis will be maintained and produced upon request to the Commission. If it is determined that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

1. CGP will immediately disclose the information to the Commission;
2. cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. take such other action directed by the Commission to comply with 935 CMR 500.105.

CGP complies with [830 CMR 62C.25.1: Record Retention](#) and DOR Directive 16-1 regarding recordkeeping requirements and adopt separate accounting practices for Marijuana and Marijuana Product sales, and non-Marijuana sales.

CGP will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, CGP's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

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In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient’s privacy.

- **15) Whistleblower Policy**

1. It is CGP’s intent to protect its integrity, ensure the highest standards of conduct among its staff, and adhere to all applicable laws and regulations.
2. CGP, therefore, encourages staff to report any reasonable belief that a legal violation or breach of CGP policies have potentially occurred due to any practice or activity by CGP or its team members, clients, or vendors.
3. If an agent believes or has knowledge to believe that a CGP agent is engaging in illegal activities while at work, including but not limited to diverting or stealing marijuana or marijuana products, falsifying records, stealing, or any other activity that jeopardizes CGP’s assets or agents, he/she should immediately report the incident to the Director of Security or the Chief Operating Officer.
4. Alternatively, a team member may provide an anonymous report, but anonymous reports must include enough specific facts to enable CGP to investigate the matter.
5. CGP will not retaliate against a staff member who, in good faith, reports any potentially improper activity.
6. Nor will CGP tolerate any other staff retaliating against or attempting to influence the team member for such reports.
7. Any staff who engages in retaliation will be subject to discipline up to and including termination of employment.
8. The Director of Security will lead the investigation, with assistance from the Chief Operating Officer and the agent’s manager, if necessary.
9. Investigations will be completed as discreetly and confidentially as is determined to be practical.
10. If it is determined that an agent engaged in illegal or prohibited activity, CGP will take appropriate disciplinary measures against the offending agent(s).
11. Disciplinary measures include but are not limited to warnings, suspensions, and termination.
12. The Chief Operating Officer will inform the agent who made the complaint of the results of the investigation upon its completion.

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13. It is imperative that all agents recognize and acknowledge that compliance with this policy is a condition of each agent’s employment.
14. Agents are encouraged to raise any questions and/or concerns about this policy with their manager or the Director of Security.

- **16) Code of Business Conduct and Ethics**

1. CGP expects its employees to adhere to a standard of personal and professional conduct and integrity.
2. Such standard ensures that the work environment is safe, comfortable and productive. Employees should be respectful, courteous, and mindful of others’ feelings and needs.
3. General cooperation between coworkers and supervisors is expected. Individuals who act in an unprofessional manner may be subject to disciplinary action.
4. Due to the “at will” nature of the employment, CGP may terminate any employee at any time, with or without cause, including, but not limited to the following guideline grounds for suspension and/or termination:
 - a. Supplying false or misleading information when applying for employment, or at any time during employment;
 - b. Altering or falsifying records;
 - c. Possessing weapons or illegal substances on the premises;
 - d. Soliciting or receiving gratuities or other benefits in any form from vendors doing business with CGP;
 - e. Theft or unlawful possession of stolen, lost or mislaid property of CGP, including records, or the property of a customer or another employee;
 - f. Committing immoral or indecent conduct, soliciting persons for immoral purposes, or aiding and/or abetting any of the above;
 - g. Refusal or failure in performing assigned work, or any act of insubordination;
 - h. Engaging in any act of violence, or disorderly conduct, threatening or using abusive language, rudeness, or similar acts to any employee or customer;
 - i. Negligence or carelessness;
 - j. Abusing, defacing or destroying CGP property;
 - k. Excessive tardiness and/or absenteeism;
 - l. Uttering, publishing, or distributing false, vicious, or malicious statements concerning CGP or any of its employees, vendors or customers;

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- m. Performance of duties that, as determined by such employee’s supervisor, is substandard as to means, manner, efficiency, actual result, or potential result, or otherwise harmful or potentially harmful to CGP or its customers;
- n. Exceeding one’s authority;
- o. Violations of applicable law, including without limitation the Foreign Corrupt Practices Act and any other anti-corruption and anti-kickback laws; and
- p. Committing any act which (a) shocks, insults or offends the community; (b) brings CGP or any of its owners, directors, officers, employees, agents or other representatives into public disrepute, contempt, scandal or ridicule, (c) reflects unfavorably upon CGP or any of its owners, directors, officers, employees, agents or other representatives, or (d) otherwise adversely affects or could adversely affect the success of CGP.
- q. Failing to take reasonable steps to learn all local and state regulations governing cannabis and staying updated on all applicable changes in law.
- r. Failing to immediately notify Senior Management of any local, state, or federal regulator or law enforcement contacts and failing to cooperate with Senior Management regarding timely and accurately responding to regulators.
- s. Making unauthorized representations or claims about Company’s products or unlawful medical claims about Company’s products.

16.1 Competition

1. Transparent, fair conduct in the marketplace is in everyone's best interests. In order for us to maintain our own image as a reliable and responsible partner, CGP Agents are obliged to comply with rules on fair competition and firmly stand up against any illegal attempts to influence the market or restrict free competition and any breaches of competition and antitrust law.
2. This includes the principle that the interests of CGP must be kept strictly separate from the personal interests of employees involved in all business matters.
3. In particular, CGP stipulates that the following guidelines must be observed in terms of conduct with regard to corporate competition:
 - a. Agreements with competitors on market behavior, e.g., agreements on prices, capacity, market sharing or boycotts with regard to third parties, are forbidden.
 - b. Unfair commercial practices, such as exerting direct or indirect pressure over customers, suppliers or other partners, are forbidden.

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- c. Exchanging information with competitors, for example about prices, conditions, capacity, costs or similar confidential data, is forbidden.
 - d. Industrial espionage is forbidden.
 - e. Distributing information which is known to be incorrect (e.g., via competitors) is forbidden.
4. All of these guidelines also apply in full to work carried out in and on national or international associations, committees, lobby groups, and similar bodies.

16.2 Corruption and the Acceptance of Benefits

1. CGP Agents are obliged to firmly stand up against any form of corruption, bribery and acceptance of benefits.
2. They are strictly forbidden from directly or indirectly accepting or offering money, non-monetary benefits (e.g., invitations), or other benefits (e.g., purchasing opportunities with special conditions) in order to influence business processes (e.g., in connection with the award and/or preparation and handling of contracts and the acquisition and execution of projects).
3. Any activities or statements that could cast doubt over this approach are forbidden. CGP Agents must make it clear to third parties that they cannot be influenced or corrupted by personal advantages and that they do not intend to influence or corrupt others.
4. In the case of doubt, our employees must also refuse to accept and/or must return low-value tokens of appreciation and also politely but firmly turn down hospitality and/or insist on splitting the bill in the case of business meals.
5. CGP employees may make allowances for local, country-specific customs, e.g., in terms of hospitality, after giving them careful consideration.
6. Our company also has clear internal rules on donations and sponsorship.
7. CGP does not and will not make donations to political parties, individuals, profit-oriented organizations, or groups whose aims are at odds with our company principles under any circumstances.
8. All sponsorship is carried out transparently by means of a written contract and exclusively for business purposes, ensuring that there is an appropriate relationship between the service provided and the service received in return.

16.3 Conflicts of Interest

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1. As part of their work, CGP Agents may find that their economic or other personal interests' conflict with the interests of the company.
2. In order to minimize the risk of such conflicts of interest and maximize impartiality, all company employees are obliged to report any existing or potential conflict of interest to their line manager or other relevant focal point when it arises and/or is foreseeable. Conflicts of interest may arise on account of the following circumstances, inter alia:
 - a. Secondary employment.
 - b. Involvement of a team member in the company of a customer, supplier, partner, or a rival company of CGP.
 - c. Involvement of a relative or other person with close connections to an employee in any of the examples mentioned above.
 - d. Relative or other person with close connections to an employee who is authorized to make decisions or able to influence a decision as a representative of the opposite party in commercial transactions. Where appropriate, CGP will find suitable measures in cooperation with the individual(s) concerned in order to avoid or rectify conflicts of interest for all those involved.
 - e. Engaging in outside business activities involving Company suppliers, subcontractors, government officials, cooperative research partners, or other federal agencies.
3. Questionable activities may also include serving on the board of directors of a company doing business with CGP, significant ownership in a company, consulting with or working for a company with activities inconsistent with regulations or failing to disclose outside business activities.
4. In accordance with the regulations, no person or entity may have Direct or Indirect Control of more than three licenses in a particular class, except as otherwise specified in 935 CMR 500.000: Adult Use of Marijuana. Persons or Entities Having Direct Control means any person or entity having direct control over the operations of a Marijuana Establishment, which satisfies one or more of the following criteria:
 - a. An Owner that possesses a financial interest in the form of equity of 10% or greater in a Marijuana Establishment;

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- b. A Person or Entity that possesses a voting interest of 10% or greater in a Marijuana Establishment or a right to veto significant events;
- c. A Close Associate;
- d. A Person or Entity that has the right to control or authority, through contract or otherwise including, but not limited to:
 - i. To make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments;
 - ii. To appoint more than 50% of the directors or their equivalent;
 - iii. To appoint or remove Corporate-level officers or their equivalent;
 - iv. To make major marketing, production, and financial decisions;
 - v. To execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or
 - vi. To earn 10% or more of the profits or collect more than 10% of the dividends.
- e. A Person or entity appointed as a receiver.
- 5. Persons or Entities Having Indirect Control means any person or entity having indirect control over operations of a Marijuana Establishment.
- 6. It specifically includes persons or entities having control over an indirect holding or parent company of the applicant, and the chief executive officer and executive director of those companies, or any person or entity in a position indirectly to control the decision-making of a Marijuana Establishment.

- **17) Americans with Disabilities Act (ADA)**

1. CGP is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring employment opportunities for qualified persons with disabilities.
2. All employment practices and activities are conducted on a non-discriminatory basis.
3. CGP Agents with disabilities are made aware of their rights under <https://www.mass.gov/service-details/about-employment-rights>.
4. Reasonable accommodation is available to all agents qualifying under the ADA, where their disability affects the performance of job functions.
5. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

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6. Qualified individuals with disabilities are entitled to equality with respect to pay and other forms of compensation (or changes in compensation), job assignments, classifications, organizational structures, and position description.
7. CGP is also committed to not discriminating against any qualified applicants because such applicants are related to or associated with a person with a disability.
8. To the extent applicable, leave will be available to all qualified agents on an equal basis.
9. This policy is neither exhaustive nor exclusive.
10. CGP is committed to taking all actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

- **18) Dismissal of Marijuana Establishment Agents**

1. CGP asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date.
2. CGP reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period.
3. An exit interview will be scheduled on or near the final day of employment.
4. Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month.
5. Under federal law, resigning agents are entitled to participate in CGP's group health plan at their own expense for at least eighteen (18) months.
6. CGP will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation.
7. CGP will notify the Commission no more than one (1) business day after the agent's employment concludes.
8. Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to CGP's standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
9. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

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- **19) Exit Interview**

1. Agents who resign from CGP are asked to complete an exit interview with their manager or a member of the executive management team.
2. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at CGP and to gather suggestions for how CGP can improve policies and practices.
3. Exit interviews are designed and intended to be constructive for both CGP and agents.
4. As a result, CGP does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.

- **20) References**

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

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1) Purpose:

Community Growth Partners Northampton Operations, LLC (“CGP”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed recordkeeping policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

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Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

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

Process or Processing means to harvest, dry, cure, trim and separate parts of the Cannabis or Marijuana plant by manual or mechanical means, except it shall not include Manufacture as defined in 935 CMR 500.002.

Quality Control Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness, or a Craft Marijuana Cooperative that is provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana or Marijuana Product.

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

Transfer means the sale of Marijuana or Marijuana Products from a Marijuana Establishment to a separate Marijuana Establishment, Independent Testing Laboratory or MTC (but not to Consumers) subject to entry of the transaction in the Commission's Seed-to-sale SOR.

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

Visitor means an individual, other than a Marijuana Establishment Agent or Laboratory Agent, authorized by the Marijuana Establishment or Independent Testing Laboratory to be on the Premises of an Establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000; provided, however, that no such individual shall be younger than 21 years old.

3) Responsibilities:

This SOP applies to all recordkeeping in the Marijuana Establishment. CGP management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

CGP has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safekeeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of CGP documents. Records will be stored at CGP in facility administrative office, a locked room designated for record retention. All written records will be available for inspection by the Commission upon request. CGP records are only accessible to managers and directors as necessary, as well as Commission staff.

To ensure that CGP is keeping and retaining all records as noted in this policy, reviewing corporate records, business records, and personnel records to ensure completeness, accuracy, and timeliness of such documents will occur as part of CGP’s quarter-end closing procedures. In addition, CGP’s operating procedures will be updated on an ongoing basis as needed.

4) Recordkeeping

4.1 Corporate Records

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Those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Contracts
- Commission Requirements:
 - Annual Agent Registration for the first year and Tri-annual thereafter
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of State Filings
 - Board of Directors Meetings
 - Minutes from Board of Directors Meetings

4.2 Business Records

Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

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- Salary and wages paid to each agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over CGP;
- List of all executives of CGP, and members, if any, which must be made available upon request by any individual.

4.3 Personnel Records

At a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Botanist agent. Such records will be maintained for at least 12 months after termination of the agent’s affiliation with CGP and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that will demonstrate accessible business hours;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

5) Marijuana and Other Records

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5.1 Handling and Testing Records

1. CGP will maintain the results of all testing for a minimum of one (1) year.

5.2 Inventory Records

1. The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
2. As further detailed in our protocols regarding inventory, audits will be conducted at minimum, monthly with a comprehensive inventory conducted annually.

5.3 Seed-To-Sale Tracking Records

1. CGP will use Metrc to maintain real-time inventory. Metrc inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
2. CGP's Tracking System, Alleaves, will integrate with the Metrc system and update records in real-time.

5.4 Incident Reporting Records

1. Within ten (10) calendar days, CGP will provide written notice to the Commission of any incident by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information.
2. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by CGP for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

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5.5 Visitor Records

1. A visitor sign-in and sign-out record will be maintained in the security office.
2. The record will include the visitor’s name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
3. The visitor log will be audited daily by security agents or reception staff.

5.6 Waste Disposal Records

1. When marijuana or marijuana products are disposed or handled, CGP will create and maintain an electric record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two CGP agents present during the disposal or handling, with their signatures.
2. CGP will keep disposal records for at least 3 years.
3. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

5.7 Security Records

1. Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.

5.8 Transportation Records

1. CGP will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

5.9 Agent Training Records

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1. Documentation of all required training, including training regarding privacy and confidentiality requirements, Responsible Vendor Training and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).

6) Closure

1. In the event CGP closes, all records will be kept for at least 2 years at CGP’s expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission.
2. In addition, CGP will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

7) Vendor Sample Recordkeeping

1. All Vendor Samples provided by CGP under 935 CMR 500.130(7) will be assigned a unique, sequential alphanumeric identifier and entered into Metrc in a form and manner to be determined by the Commission and shall further be designated as "Vendor Sample".

8) Quality Control Sample Recordkeeping

1. All Quality Control Samples provided under 935 CMR 500.130(8) shall be assigned a unique, sequential alphanumeric identifier and entered into Metrc in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

9) Written Operating Policies and Procedures

Policies and Procedures related to CGP’s operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

1. Security measures in compliance with 935 CMR 500.110;
2. Employee security policies, including personal safety and crime prevention techniques;

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3. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to Law Enforcement Authorities on request, and updated pursuant to 935 CMR 500.000;
4. Storage and waste disposal of Marijuana in compliance with 935 CMR 500.105(11);
5. Description of the various strains of Marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which Marijuana will be sold;
6. Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(f);
7. Procedures to ensure accurate recordkeeping, including inventory protocols for Transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
8. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
9. A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
10. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
11. Alcohol, smoke, and drug-free workplace policies;
12. A plan describing how Confidential Information and other records required to be maintained confidential will be maintained;
13. A policy for the immediate dismissal of any Marijuana Establishment Agent who has:
 - a) Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
 - b) Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - c) Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of any Other Jurisdiction
14. A list of all board of directors, members and Executives of a Marijuana Establishment, and Members, if any, of the Licensee must be made available on request by any individual. This requirement may be fulfilled by placing this required information on the Marijuana Establishment's website;
15. Policies and procedure for the handling of cash on Marijuana Establishment Premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available on inspection.

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16. Policies and procedures to prevent the diversion of Marijuana to individuals younger than 21 years old;

17. Policies and procedures for energy efficiency and conservation that shall include:

- a) Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
- b) Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- c) Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- d) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

18. Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby:

- a) Each employer must furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;
- b) Each employer must comply with occupational safety and health standards promulgated under this act. Each employee must comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

10) Record Retention

- 1. CGP will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

11) Inventory and Transfer

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1. CGP will enter all Products into Metrc and accurately report the physical location of the Products within the same business day.
2. CGP may Transfer product to an MTC; and an MTC may Transfer product to a CGP as long as there is no violation of the dosing limitations set forth in 935 CMR 500.150(4) or the limitations on total MTC inventory as set forth in 935 CMR 501.105(8)(k)2. and 3.
3. Such Transfers cannot violate provisions protecting patient supply under 935 CMR 500.140(15): *Patient Supply*.
4. To ensure transfers are compliant, prior to such transfer the inventory manager will review inventory records and the proposed products for transfer.
5. No Marijuana Product, including Marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
6. As referenced above, test results will be reviewed for products being received at the Product Manufacturer facility prior to transfer.
7. It is the responsibility of the inventory and processing managers to ensure Products are properly entered at each phase and continuously audited to ensure accuracy.
8. Package tags will be attached to all Finished Marijuana and Marijuana Products.
9. Tracking will occur using a Seed-to-sale methodology in a form and manner to be approved by the Commission.

12) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

Maintaining Financial Records

Community Growth Partners Northampton Operations, LLC is committed to the transparency of accounting data and adhering to Generally Accepted Accounting Principles (GAAP) in financial reporting. To achieve this goal, the company will employ a qualified Corporate Controller and bookkeeper to manage company financial information and reporting. All financial records will be maintained on secure, internal computer networks and be duplicated using the electronic records backup system, ensuring CGP will never experience a catastrophic loss of financial data.

Although interstate banks and large corporate banks are much more scrupulous in allowing bank accounts to cannabis businesses, we understand that several credit unions and banks that deal with only Massachusetts commerce have expressed interest in expanding financial services to fledgling cannabis organizations. We will open business accounts with one of the three currently known Massachusetts banks that is currently accepting deposits from licensed cannabis operators: Century, GFA Credit Union or Bay Coast Bank.

The business history expressed by the executive team of CGP will provide these local financial institutions with the confidence necessary to provide substantial financial backing for the company. The credibility of CGP will be maintained through diligent business practices and the company will ensure all business transactions and financial dealings are transparent and made available to lenders and creditors of financial institutions, as well as requesting law enforcement officers and the Commission.

Operational Plan

CGP will employ a Corporate Controller and bookkeeper to maintain all financial records, plans, processes, budget reviews, sales forecasting, cost monitoring, and day-to-day accounting and bookkeeping functions. The bookkeeper will have the daily accounting responsibilities of reconciling all sales transactions and recording inventory procurements with vendors; weekly responsibilities of cash and inventory counts, payroll, assessing weekly performance of sales and costs; and monthly responsibilities of closing the books, financial reporting (sales, inventory, and other metrics), revising forecasts, and cash flow forecasting. All confidential information will be stored in a secure location, separate from all other records, and will not be disclosed without written consent from the individual to whom the information applies. The only exception is that the Commission may access all records to carry out its official duties. All written records and receipts must account for all transactions conducted by the business including but not limited to:

- Quarterly POS sales transaction reports and receipts for tax payments.
- Accounts Payable and Accounts Receivable Logs.
- Annual Financial Statements and Audit Reports.
- Bank Statements, Reconciliations & Deposit slips including CTR (Cash Transaction Report) attached for each transaction.
- Cancelled Checks including any debt or loan repayments.
- General Ledger and Interim Financial Statements.
- Hardcopy logs of the daily sales or transactions summary of all cannabis and cannabis products including digital POS print outs for reference of transaction identification.
- Receipts for all items purchased including raw materials.
- Monetary donation contributions.
- Copies of all tax filings for sales to government entities.

- Payroll records for all wages paid to each employee including contracts for services performed and issued an IRS 1099 form.
- Any records pertaining to assets and liabilities.
- Books of all accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers.

CGP will be utilizing Flowhub for point-of sale transactions. Flowhub is a state of the art platform that has been built specifically for the cannabis industry. This software reduces transaction times and increases the speed at which you can get customers through the doors. Flowhub will be integrated with QuickBooks and METRC to monitor every aspect of the business and maintain all necessary audit and compliance procedures with accounting and financial records. The POS system will track all sales, inventory, and taxes as well as bulk inventory and lifetime inventory activities. CGP prohibits the use of any software or other methods that may manipulate or alter sales data.

Payments to vendors for inventory purchases will be evidenced by documenting the sales transaction with a receipt. Additionally, payments in cash will be evidenced by multiple signatures on the supporting documentation by a company representative and the Retail Store Manager. As with any record that is documented at the retail establishment, the original cash receipt/invoice will be filed appropriately in CGP's secure cloud-based POS system.

Interfacing the accounting and seed-to-sale tracking systems will allow CGP to conduct timely record keeping to track all sales recording cash transactions and document costs of goods sold (COGS). The CFO will identify all direct and indirect product costs that will be calculated and recorded for auditing. All POS records will be maintained on site by the bookkeeper and be made accessible via secure internet connection. CGP will record in its POS all customer payments that are received and all payments made to vendors and contractors. Details to be recorded include name, phone number, address, time, date, payment amount, payment type, delivery type and balance due. CGP plans to accept payments in the form of cash and credit card which will be held with a selected bank. All bank statements will be retained in hardcopy and filed by the bookkeeper to verify all incoming and outgoing transactions. The signed invoice and manifest will be maintained in the POS system to identify each sales transaction. The physical signed copy of the transport manifest serves as a receipt and official record and is reconciled by checking the POS daily.

CGP's bookkeeper in coordination with the CFO will ensure the proper collection of sales and excise tax on all cannabis and cannabis products. The CFO will oversee that Flowhub's POS system and METRC accurately captures and reports all excise taxes collected and due. CGP will submit quarterly financial audit statements in a format approved by the Commission. Annually, the retail establishment shall submit an audit including the same information, compiled and certified by an auditor or certified public accountant. Both such quarterly and annual submissions shall be in a format approved by the Commission.

The CFO will ensure that monthly analyses of CGP's equipment, sales data, and records are conducted to ensure that no software has been installed to manipulate or alter any data. If CGP determines that such software has been installed, or other methods have been utilized to manipulate or alter any data, CGP shall immediately disclose this finding to the Commission, shall cooperate with all investigations or actions received from the Commission to comply with 935 CMR 500.105.

CGP will maintain written additional business records, including, but not limited to:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

CGP shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

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1) Purpose:

Community Growth Partners Northampton Operations, LLC (“CGP”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed quality control and testing policies and procedures to provide for the safe, orderly, and legal production and distribution of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

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

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Independent Testing Laboratory means a laboratory that is licensed or registered by the Commission and is:

- a. Currently and validly licensed under 935 CMR 500.101, or formerly and validly registered by the Commission;
- b. Accredited to ISO 17025: 2017 or the International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- c. Independent financially from any MTC Marijuana Establishment or Licensee; and
- d. Qualified to test Marijuana and Marijuana Products, including MIPs, in compliance with M.G.L. c. 94C, § 34; M.G.L c. 94G, § 15; 935 CMR 500.000; and 935 CMR 501.000: Medical Use of Marijuana; and Commission protocol(s).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

3) Responsibilities:

This SOP applies to all quality control and testing in the Marijuana Establishment. CGP management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

CGP will comply with the following sanitary requirements:

1. Any CGP agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.00, and all edible marijuana products will be prepared, handled, and stored in compliance with sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers, specified in 105 CMR 300.000.
2. Any CGP agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
3. Maintaining adequate personal cleanliness; and

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4. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
5. CGP's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in CGP's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices. Specifically, hand-washing facilities are located in the restroom facilities on the first floor.
6. CGP's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
7. CGP will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
8. CGP's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
9. CGP's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
10. CGP's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
11. CGP will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
12. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require CGP to demonstrate the intended and actual use of any toxic items found on the premises;
13. CGP will ensure that its water supply is sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet CGP's needs;

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14. CGP’s plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from CGP. There will be no cross-connections between the potable and wastewater lines;
15. CGP will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
16. CGP will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
17. CGP will store, and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.
18. CGP will ensure that CGP’s facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

4) Recalls

1. CGP will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products.
2. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by CGP to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.
3. Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with applicable regulatory provisions, and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

5) Testing of Finished Marijuana Products

1. CGP will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as otherwise allowed.

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2. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required pursuant to 935 CMR 500.160.
3. Testing of CGP’s marijuana products will be performed by any of the registered testing laboratories, specifically MCR Labs, an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products (“Protocol”).
4. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with all regulatory requirements pursuant to 935 CMR 500.105(13).
5. Marijuana will be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides.
6. In compliance with the Protocol, testing for all production batches of finished plant material will include pesticides and plant growth regulators and production batches to be dispensed as finished Product will be tested for Metals, Bacteria, fungi, mycotoxins, and Cannabinoid profile.
7. All Products sold as resin or concentrates will be tested for Solvents (if used) and Metals with only production batches to be dispensed as a finished Product tested for Bacteria, fungi, mycotoxins and Cannabinoid profile.
8. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the Protocol.
9. Edibles, tinctures and topicals will be tested for bacteria, fungi, mycotoxins and Cannabinoid profile.
10. In addition, all Products will be tested in accordance with Commission guidance and orders in place at the time of testing.
11. The sale of seeds is not subject to these testing provisions.
12. Clones are subject to these testing provisions, but are exempt from testing for metals.
13. Single-servings of marijuana products tested for potency and will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

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6) Responding to Test Results

1. CGP will respond to a laboratory result that indicates contaminant levels are above acceptable limits as established in the Protocol by:
 - a. notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch; and
 - b. notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.
 - i. The notification will be from both CGP and the Independent Testing Laboratory, separately and directly.
 - ii. The notification from CGP will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

7) Remediation

1. If CGP that receives notice that Marijuana or a Marijuana Product it has submitted for testing has failed any test for contaminants, CGP will either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana or Marijuana Product.
2. Reanalysis by a Second ITL. If CGP chooses to reanalyze the sample, a sample from the same batch must be submitted for reanalysis at the ITL that provided the original failed result.
 1. If the sample passes all previously failed tests at the initial ITL, a sample from the same batch previously tested must be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test.
 2. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL.
 3. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, CGP will dispose of any such product.

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3. **Remediation.** If CGP chooses to remediate, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test.
 1. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times.
 2. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees.
 3. CGP will dispose of any such product.
4. If CGP chooses to dispose of the Marijuana or Marijuana Products, it will be done so in compliance with 935 CMR 500.105(12): *Waste Disposal*.

8) Testing Environmental Media

1. Testing of CGP’s environmental media will be performed in compliance with any and all requisite regulatory protocols including the Protocol for Sampling and Analysis of Environmental Media for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations.
2. CGP will test water samples prior to use for cultivation and quarterly thereafter as required.
3. Solid growing media will be tested prior to use and each time a new source is used.
4. Cultivation soil/solids – in place soils (i.e., ground, beds, containers) will be tested annually.
5. Cultivation soil/solids – amended soils will be tested during quarter, when soil amended, and annually thereafter.

9) Testing Records and Expiration

1. CGP will maintain the results of all testing for no less than one year.
2. Test results will be kept on site within facility administration offices as well as a digital copy stored virtually.
3. A CGP manager or director will be responsible for reviewing all marijuana and marijuana product test results prior to wholesale.
4. Testing results shall be valid for a period of one year.

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5. Marijuana or Marijuana Products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested.

10) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

[Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations.](#)

[Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries](#)

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1) Purpose:

Community Growth Partners Northampton Operations, LLC (“CGP”), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for the safe, orderly, and legal cultivation of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) Hemp; or
- (c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center (MTC).

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3) Responsibilities:

This SOP applies to all energy efficiency and conservation policies in the Marijuana Establishment. CGP management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

1. CGP will demonstrate consideration of the following factors:
 - a. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
 - b. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - c. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
 - d. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
2. To the extent updates are required to the information provided for initial licensure, CGP will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application submitted under 935 CMR 500.103(4) and 935 CMR 501.103(4).
3. CGP will 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 will provide energy and water usage reporting to the Commission in a form determined by the Commission.
4. Each license renewal application under 935 CMR 500.103(4) will include a report of CGP's energy and water usage over the twelve-month period prior to the date of application.

4) Energy Efficiency and Conservation

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1. CGP has identified potential energy use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Our facility has been fully designed with features including energy efficient lighting and high efficiency appliances within the facility.
2. To further demonstrate CGP’s compliance with the energy efficiency and conservation regulations, a letter prepared by Consulting Engineering Services, LLC, a [Massachusetts Licensed Professional Engineer and supporting documentation is attached.
3. CGP has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction.
4. CGP is pursuing the following strategies to reduce electric demand. Programs may include lighting schedules, active load management and energy storage programs.
5. CGP is working with Luxx Lighting to create an energy efficient lighting plan and plans on using double ended high pressure sodium light fixture.
6. CGP plans on engaging with the energy efficiency program offered by the City of Northampton offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

5) Energy Efficiency and Equipment Standards

1. CGP will satisfy minimum energy efficiency and equipment standards established by the Cannabis Control Commission (the “Commission”) and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) prior to obtaining a final license under 935 CMR 500.103(2).
2. CGP will 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), or applicable departments and divisions of the Executive Office of Energy and Environmental Affairs to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide

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energy and water usage reporting to the Commission in a form determined by the Commission.

- Each license renewal application under 935 CMR 500.103(4) will include a report of CGP’s energy and water usage over the twelve-month period prior to the date of application.

6) Building Code Requirements

- CGP’s cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 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*. [unless CGP’s facility uses an existing building and may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.]

7) Lighting

- CGP’s Lighting Power Densities (LPD) for cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.
- Where Horticultural Lighting Equipment (HLE) means any lighting equipment (e.g., fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g., germination, cloning/Mother Plants, Propagation, Vegetation, Flowering, and harvest). Horticulture Lighting Square Footage (HLSF) means Canopy. CGP’s HLSF is +/- 2,100 square feet. Whereas, Lighting Power Density (HLPD) means a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, (HLE / HLSF = HLPD) expressed as number of watts per square foot, CGP’s HLPD is [INSERT HLPD]
- All horticultural lighting used in CGP is listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural

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QPL") or on similar lists approved by the Commission on the date on the license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol}/\text{J}$ (micromoles per joule).

4. If CGP is looking to use horticultural lighting that is not listed on the Horticultural QPL or other list approved by the Commission, CGP will seek a waiver which complies with 935 CMR 500.850 and will provide documentation of the third-party certification [by an OSHA NRTL or SCC-recognized body, which has to certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization

8) HVAC

1. CGP's Heating Ventilation and Air Condition (HVAC) and dehumidification systems meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
2. CGP will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that these systems have been evaluated and sized for the anticipated loads of the facility.

2. 9) Safety Protocols

1. CGP has established and documented safety protocols to protect workers and consumers (*e.g.*, eye protection near operating grow light), as further described in the Workplace Safety Plan.
2. CGP will document renewable or alternative energy credits that represent a portion of the energy usage not generated onsite, has been purchased and retired yearly.
3. Before final licensure CGP will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans under 935 CMR 500.100.

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4. 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).
5. CGP will regularly check for such guidelines and continue to follow the Commission's standards.

3. 10) References

[935 CMR 500.000: Adult Use of Marijuana](#)

[M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed](#)

[Energy and Environment Compiled Guidance](#)

[Checklist for Energy Compliance](#)



Memorandum

Memorandum Date: May 26, 2021

Written To: Mike Ronnie
Community Growth Partners/Rebelle
470 Atlantic Ave, 4th Floor
Boston, MA 02210

Project Name: 20 Ladd Ave.

CES Project Number: 2020272.00

Regarding: 935 CMR 500.00 Compliance

Written By: Scott A. Sullivan, PE

Mike,

As requested, our office has reviewed the facility cultivation lighting for Community Growth Partners /Rebelle's facility located at 20 Ladd Avenue, Northampton, Massachusetts. The purpose of this review was to confirm compliance with 935 CMR 500.000 Production of Adult Use and Medical Marijuana pursuant to section 500.120 (11) (b).

Based on the review, note the following:

- A. The cultivation facility supports 2579 square feet of canopy, and is licensed as a Tier 2 Facility (Up to 10,000 square feet), with requirement ***"Horticulture Lighting Power Density must not exceed 36 watts per square foot, except for Tier 1 and Tier 2 which must not exceed 50 watts per square foot"***
- B. The facility utilizes three (3) types of cultivation lighting within the grow zones. The fixtures are HID and fluorescent fixtures of differing model and power ratings.
 - LUXX Lighting LUX-DE100-277 - 1045 W each.
 - LUXX Lighting LUX-CM315-277-42 - 343 W each.
 - Sun Blaze Lighting T5 HO Strip Light 41 – 54 W each.
- C. There are (4) active canopy zones in the above listed applications, totaling 2579 square feet of canopy benchtop, with a consolidated Lighting Power Density of 34.58 Watts / Square Foot. Those zones consist of:
 - Flower 1 #002 - Single Tier of thirty-five (35) 1045 W fixtures.

- Flower 2 #001 – Single Tier of thirty-five (35) 1045 W fixtures.
- Mother #003 – Single Tier of seven (7) 343 W fixtures and twenty-four (24) 54 W fixtures.
- Veg #004 – Two Tiers, total of thirty-six (36) 343 W fixtures.

Based on the above lighting applications, ratings, and qualifying canopy area, we believe that the facility, operated by Community Growth Partners / Rebelle is within full compliance with the current regulations issued and maintained by the Cannabis Control Commission as it relates to Horticultural Lighting.

If you have any questions, please feel free to contact my office at 617-261-7161.

Respectfully,



Scott A. Sullivan, PE
Principal





Memorandum

Memorandum Date: May 26, 2021

Written To: Mike Ronnie
Community Growth Partners/Rebelle
470 Atlantic Ave, 4th Floor
Boston, MA 02210

Project Name: 20 Ladd Ave.

CES Project Number: 2020272.00

Regarding: 935 CMR 500.00 Compliance

Written By: James L. Senatro, PE

Dear Mike,

The new mechanical (heating, ventilation, and air conditioning) systems and equipment have been sized and selected for the heating, cooling, dehumidification, and ventilation loads of the facility, and to comply with the requirements of 935 CMR 500.00 Production of Adult Use and Medicinal Marijuana pursuant to 500.120 (11)(b).

Following is the information with respect to the new mechanical equipment, as required by the Cannabis Control Commission's 'Checklist for Energy Compliance' document.

Refrigeration (TR) / Air Conditioning Equipment

Packaged Ground Mounted Units:

- (4) AC-1 thru AC-4, nominal 300,000 btuh each (25 tons)
- (2) AC-5, AC-6, nominal 102,000 btuh (8.5 tons)
- (2) AC-7, AC-8, nominal 24,000 btuh (2 tons)

Split Air Conditioning Condensing Units:

- (2) CU-2, CU-3, nominal 39,960 btuh (3.33 tons)

Variable Refrigerant Flow System:

- (1) CU-1, nominal 192,000 btuh cooling (16 tons)

Total: 1,723,920 btuh (143.66 tons)

Dehumidification Equipment

Dehumidification for the Dry Room is provided by a packaged dehumidification unit (DH-1). The dehumidification unit has a nominal cooling capacity of 7,900 btuh (0.66 tons).

Dehumidification of the remainder of the building is provided by the air conditioning equipment noted in the previous section. The amount of dehumidification provided by each air conditioning unit varies depending on the relative humidity and the temperature of the space(s) served.

In general, anywhere from approximately 20% to 50% of the capacity of the air conditioning equipment will be latent cooling (dehumidification).

In general, for the cultivation (live plant) spaces, the percentage of the total air conditioning capacity that is latent will increase with the increasing size of the plants.

In general, for the non-cultivation spaces, the percentage of the total air conditioning capacity that is latent will depend somewhat on the relative humidity outside of the building, and therefore will tend to vary by season (less latent cooling in the winter and more latent cooling in the summer), but will generally be in the 20% to 30% range.

Energy Recovery Equipment

A new general ventilation system serves the facility. This system provides both outside air ventilation and exhaust air ventilation. An air to air fixed core type enthalpy recovery unit (ERU-1) is provided for this system.

Odor Mitigation Equipment

The new general ventilation system noted in the previous section (ERU-1) is provided with activated carbon final filters for odor control. All of the general exhaust air ventilation passes through these odor control filters.

In review of the Checklist for Energy Compliance, part II, please note the following.

Part II, Paragraph a (1)

Identification of potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such of such opportunities.

The use of energy reduction opportunities beyond the code required minimum were not implemented due to first cost of such measures. The possibility of solar PV may be considered in a future phase of the project.

Part II, Paragraph a (2)

Consideration of opportunities for renewable energy generator, including, where applicable, submission of building plans showing where energy generators could be placed on site, an explanation of why the identified opportunities were not pursued, if applicable.

The use of renewable energy technology is not being considered for this phase of the project. Solar PV may be considered in a future phase of the project.

Part II, Paragraph a (3)

Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage.

LED light fixtures will be utilized throughout the facility. Any strategies to reduce electric demand will be considered in a future phase of the project.

Part II, Paragraph a (4):

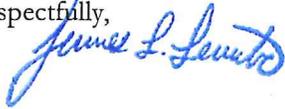
Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Engagement with energy efficient programs is being handled by the Owner.

Based on the above mechanical equipment applications, we believe that the facility, operated by Other Side Agronomy, is within full compliance with the current regulations issued and maintained by the Cannabis Control Commission as it relates to Mechanical Systems.

If you have any questions, please feel free to contact our office at 617-261-7161.

Respectfully,



James L. Senatro, PE
Principal



2020272.00/Narratives/2021_05_26 Mechanical Compliance Memo

Community Growth Partners Northampton Operations, LLC

Cultivation

Diversity & Inclusion Plan

Introduction

Community Growth Partners Northampton Operations, LLC (“CGP”) recognizes that diversity and inclusion should be incorporated into the management and top-down company attitude, in order to promote a work environment that connects employees to the company, fosters communication, fairness, and flexibility, and enables all individuals to realize their full potential. By pairing diversity goals and policies with inclusion values and strategies, we believe we will position our company and workforce for success through employee job satisfaction, high employee retention, and an overall greater quality of life for the members of our team.

One of our goals is to ensure that diverse participants and groups are accorded equality of opportunity. In addition, it is our goal to reduce barriers and recruit employees entering the adult-use cannabis industry by identifying non-profit partners, communities, and organizations that work with veterans, women, minorities, people with disabilities and LGBTQIA+ individuals (collectively, “Disenfranchised Populations”).

Diversity Goals

CGP is committed to hiring a diverse and representative workforce and to be a generational wealth accelerator for those individuals who are employed by our company.

- **Goal 1:** Establishing a diverse ownership and management team that exceeds 75% Disenfranchised Population make-up and accounts for at least 51% equity ownership across Massachusetts-based CGP operations
- **Goal 2:** Facilitate recruiting and hiring practices that ensure individuals from Disenfranchised Populations represent over 75% of all employees
- **Goal 3:** Cultivate diversity among suppliers, vendors, and service providers

Diversity Program

Our goal of diversity and inclusion will be achieved through cultivating a company culture that values and enables collaboration, flexibility, and fairness to ensure individuals realize their full professional potential, and maintain long-term employee retention and satisfaction. The accountability and sustainability of CGP’s Diversity & Inclusion plan will be established by developing structures and strategies that equip leaders with the ability to manage diversity, be accountable, measure results, refine approaches on the basis of data, and cultivate a company culture of inclusion. CGP commits that at least 51% of the company’s equity will be owned by members of Disenfranchised Populations.

Targeted Recruiting & Hiring

Our Human Resources recruiting and outreach personnel will conduct targeted outreach to Disenfranchised

Populations. CGP will attend, at a minimum, one job fair at the Cannabis Career Fair through the Holyoke Community College. We will also seek to partner with local community organizations to help us reach our diversity goals, such as ROCA to help with hiring. For example, we will collaborate with ROCA to help us create our training programs (which it currently does for other local organizations), and to create a hiring pipeline (see attached letter).

CGP's company-wide minimum wage is \$15 per hour, which is above the single living wage in Hampshire County. At our Northampton Delivery location, we will add up to 6 per diem positions, and four salaried positions including full benefits. We are committed to at least 75% of the salaried positions going to members of Disenfranchised Populations.

Diversity among Suppliers

CGP will seek out and encourage contracts with minority-owned, women-owned, and veteran-owned companies as an integral part of CGP business operations. Using our Community Resource List, we will establish productive partner relationships with local businesses to supply the goods and services we need. These relationships will also provide us with valuable insights to help us develop our local operations and our plan to address unmet needs in the community. CGP plans to contract at least 25% diverse vendors and suppliers, especially those from disenfranchised communities.

Diverse Brand Development & Support

CGP is committed to supporting diverse partners with the continued development of their existing brands by providing marketing and communications support, delivery "retail" space, product and manufacturing services, and other technical support needed to help successfully launch these brands into the legal recreational market.

Dedicated Shelf Space for Local Minority & Women Owned Businesses

We are committed to dedicating 20% of our delivery shelf space to locally operated minority & women owned businesses that are creating products aligned with our brand mission and values. CGP believes that a successful and inclusive cannabis industry is one which creates equitable opportunity. By reserving 20% shelf space and promoting these brands through specialized marketing programs, CGP hopes to boost success while inspiring other retail and delivery brands to mirror these efforts.

Consumer Education Workshops

Both the consumers and products of the cannabis industry are constantly changing. CGP believes that it is important to educate consumers on the myriad of products and their uses, and to address any safety issues or concerns. We will host monthly workshops on different products and best practices for cannabis consumption. We hope to also invite local leaders that have been underrepresented in the cannabis space, providing a platform for minority, disabled, veteran, and women leaders to present and promote their cannabis-related work. We believe these conversations are important to eliminate the negative stigma of cannabis and to increase awareness.

CGP plans to host our community education workshops in Holyoke and Springfield and in our host community,

Northampton. We will work with our partners Roca and Holyoke Community College to host free quarterly cannabis education workshops for the public. We plan to host up to 25 participants in each workshop and will advertise these workshops through our community and retail partners, social media and local paper advertisements. Our topic, Safe Cannabis Consumption & Basic Cannabis Knowledge, will offer a one hour workshop followed by networking, questions and interview prep for participants looking to enter the cannabis industry.

Diversity Measurement

The Chief Operating Officer (“COO”) will be responsible for the execution, management and tracking of the CGP’s Diversity Plan. The COO will compile information describing CGP’s progress toward its diversity goals (“Diversity Summary”) and CGP will release that information within 45 days of its annual report.

Recruiting and Hiring: We will implement strategic recruitment and outreach through our Human Resources department and all directors and managers.

- HR will ensure that over 75% of hires will identify as a member of one or more Disenfranchised Populations (minorities, women, veterans, people with disabilities, and people of all sexual identities and orientations), including over 51% of executive management positions, and 75% of salaried retail positions. CGP shall hire the following from the identified demographics:
 - 30% Women;
 - 30% Minorities;
 - 10% veterans;
 - 20% LGBTQ+ ; and
 - 10% persons with disabilities

CGP is eager to expand operations into Hampshire County, which offers increased opportunity for a diverse workforce. Each percentage was carefully decided after reviewing workforce data from CGP’s sister company, Community Growth Partners Great Barrington Operations, LLC (Rebelle). Rebelle consistently maintains a 75% + diverse workforce in Great Barrington, despite many challenges. Rebelle is located in Berkshire County; the Census Bureau reports a 91.8% white population, 11.6% persons with disabilities and 51.7% women. CGP’s location in Northampton provides access to a community rich with diversity; plus proximity to communities designated as areas of disproportionate impact like Holyoke and Springfield (Hampden County). Hampden County presents a slightly different demographic breakdown than Berkshire County; the US Census Bureau reports Springfield and Holyoke as 31.2% and 41.3% white (not Hispanic or Lation).

- Executive management training will emphasize diversity, equity and inclusion best practices in recruitment outreach strategies as well as workplace operations

- HR will track data and measure the percentage of employees excluding retirees, who leave the company, based on a one-year rolling average. In addition, CGP will strive to make progress on this measure for each demographic group, consistent with the overall average for each group

CGP will report annually to the Commission on the outcomes of these measures, specifically including:

- Community partnerships that were created for the assistance of our targeted hiring plan
- The number of individuals from Disenfranchised Populations that were hired, retained and promoted
- New positions created

Consumer Education Workshops: We will measure the diversity of leaders/speakers and presenters as it relates to their race, disability status, sexual orientation, and/or veteran status. We will measure the numbers of consumer education workshops hosted within disproportionately impacted communities. We will measure the number of participants in each workshop; including those engaged in interview preparation for cannabis industry entry.

Diverse Brand Development: CGP will annually report on the progress of our supported diverse brands, including the equivalent financial contribution for business development activities, the value of shared marketing and manufacturing resources, and a sales report on the guaranteed 5% shelf space per brand.

Outreach to Diverse Suppliers & Shelf Space: We have placed a priority on developing a diverse supplier network through the following activities. CGP plans to contract at least 25% diverse vendors and suppliers, especially those from disenfranchised communities. CGP shall contract diverse vendors the following from the identified demographics:

- 5% Women;
- 5% Minorities;
- 5% veterans;
- 5% LGBTQ+ ; and
- 5% persons with disabilities

- Identify and attend area business supplier trade shows
- Train directors and managers on sourcing diverse suppliers
- Establish monthly diversity outreach activity goals for directors and managers
- Attain yearly benchmark of 25% in diverse suppliers/B2B contracts (with subsequent improvement goals TBD)
- Measure the number of women suppliers, vendors, and service providers
- Measure the number of minority suppliers , vendors and service providers

- Measure the percentage of shelf space held by minority & women owned merchandise

CGP will report on the diversity of our suppliers annually, and will include updated improvement goals as they are designed. This information will be included in the COO's annual Diversity Summary.

CGP acknowledges and is aware, 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 of every Marijuana Establishment; and Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.