



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC283694  
Original Issued Date: 09/19/2022  
Issued Date: 09/12/2024  
Expiration Date: 09/19/2025

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Evergreen Industries LLC

Phone Number: 413-588-1635  
Email Address: [bridie@evergreenma.com](mailto:bridie@evergreenma.com)

Business Address 1: 1 Cabot St.  
Business City: Holyoke  
Business State: MA  
Business Zip Code: 01040  
Business Address 2:  
Mailing Address 1: 139 Greenleaf Drive  
Mailing City: Florence  
Mailing State: MA  
Mailing Zip Code: 01062  
Mailing Address 2:

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

### PRIORITY APPLICANT

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

### RMD INFORMATION

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

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100  
Role: Owner / Partner  
First Name: Brigid  
Percentage Of Control: 100  
Other Role:  
Last Name: Ryan  
Suffix:

Gender: Female

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1 Cabot Street

Establishment Address 2:

Establishment City: Holyoke

Establishment Zip Code: 01040

Approximate square footage of the Establishment: 10000

How many abutters does this property have?: 13

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

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

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

Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Evergreen HCA Certification revised.pdf	pdf	622adfae9ca34b074e7a0ec6	03/11/2022
Community Outreach Meeting Documentation	COM Abutter Notice - Evergreen - (Attachment C) - (2.11.22).pdf	pdf	622ae0f50034de07b0949258	03/11/2022
Community Outreach Meeting Documentation	COM Town Notice - Evergreen - (Attachment B) - (2.11.22).pdf	pdf	622ae0f943c5a40747319e79	03/11/2022
Community Outreach Meeting Documentation	COM Newspaper Notice - Evergreen -(Attachment A) - (3.15.22).pdf	pdf	6230d3a29ca34b074e7a24e8	03/15/2022
Community Outreach Meeting Documentation	COM Attestation Evergreen.pdf	pdf	623cd49653957f0008681f78	03/24/2022
Executed HCA	EvergreenIndustriesModelHCA (Attachment A).pdf	pdf	666eff5ad12dec0008dd36bd	06/16/2024
Executed HCA	EvergreenIndustriesModelHCA (Attachment B).pdf	pdf	666eff6a368f1200085acde1	06/16/2024

Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Zoning - {Holyoke} - Evergreen - (7.12.24) .pdf	pdf	66aa3a0563faa90009035cad	07/31/2024
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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.: \$

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PIP - {Evergreen} - (7.10.24).pdf	pdf	66953c30179512000876db14	07/15/2024

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:	Other Role:
First Name: Brigid	Last Name: Ryan    Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Bylaws - Evergreen - (3.11.22).pdf	pdf	622af6ee32b90c07941a89de	03/11/2022
Articles of Organization	Cert of Organization - Evergreen - (3.11.22).pdf	pdf	622b038917ef97077a769420	03/11/2022
Secretary of Commonwealth - Certificate of Good Standing	Cert of GS - SOC - Evergreen - (2.4.22).pdf	pdf	6230d9f26670b20768e7fd4c	03/15/2022
Department of Revenue - Certificate of Good standing	Cert of GS DOR - Evergreen - (3.10.22).pdf	pdf	623cd59153957f0008682076	03/24/2022
Department of Revenue - Certificate of Good standing	Cert of GS DUA - Evergreen - (3.24.22).pdf	pdf	623ce9f9c91bef000949742c	03/24/2022

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Evergreen Cert of Good Standing 2024.pdf	pdf	666f2ae8d12dec0008dd48ce	06/16/2024
Department of Unemployment Assistance - Certificate of Good standing	Cert of Good Standing DUA 2024.pdf	pdf	666f30bf368f1200085ae1b1	06/16/2024
Department of Revenue -	DOR_Certificate_of_Good_Standing2024.pdf	pdf	66843af734e0e300079c238a	07/02/2024

## Certificate of Good standing

Massachusetts Business Identification Number: 001545452

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	EvergreenIndustriesBusinessPlan.pdf	pdf	622b03a22882b60773c1e5af	03/11/2022
Plan for Liability Insurance	Plan for Obtaining Liability Insurance - Evergreen - (3.11.22).pdf	pdf	622b06907641f907553eb466	03/11/2022
Proposed Timeline	Proposed Timeline - Evergreen - 62523.pdf	pdf	649c9b872c0fbe0008ee79c9	06/28/2023
Proposed Timeline	Evergreen Updated Timeline June- 2024.pdf	pdf	666f4552368f1200085ae73c	06/16/2024

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	Policies and Procedures for Cultivation - Evergreen - (3.11.22).pdf	pdf	622b07a943c5a40747319e86	03/11/2022
Restricting Access to age 21 and older	Restricting Access 21 - Evergreen - (3.11.22).pdf	pdf	622b07ea440815076f416c6f	03/11/2022
Security plan	Security Plan - Evergreen - (3.11.22).pdf	pdf	622b07f611f5a30789d99fda	03/11/2022
Prevention of diversion	Prevention of diversion - Evergreen - (3.11.22).pdf	pdf	622b08120d00f5077626d27b	03/11/2022
Storage of marijuana	Storage of Marijuana - Evergreen - (3.11.22).pdf	pdf	622b0832e449f407967dcabb	03/11/2022
Transportation of marijuana	Transportation of marijuana - Evergreen - (3.11.22).pdf	pdf	622b085de938dd07a5f524f8	03/11/2022
Inventory procedures	Inventory procedures - Evergreen - (3.11.22).pdf	pdf	622b08816670b20768e7e72c	03/11/2022
Quality control and testing	Quality control and testing - Evergreen - (3.11.22).pdf	pdf	622b08930034de07b094925d	03/11/2022
Dispensing procedures	Dispensing Procedures - Evergreen - (3.11.22).pdf	pdf	622b08af4dd71307b79cf283	03/11/2022
Personnel policies including background checks	Personnel Policies - Evergreen - (3.11.22).pdf	pdf	622b08c7440815076f416c73	03/11/2022
Record Keeping procedures	Record keeping procedures - Evergreen - (3.11.22).pdf	pdf	622b08eb09efaa0768b9134b	03/11/2022
Qualifications and training	Qualifications and Training - Evergreen - (3.11.22).pdf	pdf	622b091c177b01078937ed0b	03/11/2022
Maintaining of financial records	Maintaining Financial Records - Evergreen -	pdf	622b09567641f907553eb46a	03/11/2022

	(3.11.22).pdf			
Energy Compliance Plan	Energy Compliance Plan - Evergreen - (3.11.22).pdf	pdf	622b096a9ca34b074e7a0ed0	03/11/2022

## 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 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:

## COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

### Progress or Success Goal 1

**Description of Progress or Success:** We are not currently operating as we have been working on build out and as we are not yet through the process we felt training others would be premature. We therefore pivoted from providing educational workshops at our facility. However, as we are in a building with shared tenants who are Social Equity companies (Blossom Flower Delivery/Manufacturing and Infused Elements manufacturing,) we provided some pro bono electrical code, energy and safety lighting consultation and work to offset their costs in fitting out shared spaces in the building. My husband, Dave Carpenter, who will be brought on as an employee of Evergreen Industries, is a commercial electrician and was able to provide this electrical guidance and perform some work to satisfy Evergreen Industries' PIP. We estimate a donation of roughly \$5000 in pro bono electrical work. This will help the Social Equity tenants (as well as the other tenants and the Holyoke building housing them) and save them costs on electrical work outside their rented space.

We have found that although educational workshops would be beneficial, providing real electrical work and consulting has a more materially positive effect on the Social Equity applicants' business needs and their efforts to enter the industry. We also feel this will benefit Holyoke as each company that opens- whether Social Equity or not- will bring more local jobs, tax revenue, and economic development to the city of Holyoke. Thus our PIP for the 2023/24 year will reflect our new approach to providing positive impact in Holyoke. We also made a \$200 donation to Nueva Esperanza, an organization based in Holyoke.

## COMPLIANCE WITH DIVERSITY PLAN

### Diversity Progress or Success 1

**Description of Progress or Success:** Goal 1 : We are not yet operating and have not hired employees, thus we did not make specific progress on many of our diversity goals except perhaps our 5th goal of training women in entrepreneurship. As a woman business owner, newer to this sector, I have been taking courses and trainings in the areas of business, finance, marketing, and being a supervisor offered through the Supplier Diversity Office, my local Business association, another from the Greater Boston Area and completed my OSHA-10 and CPR certification. I have learned a lot about entrepreneurship, and if I can get my company open, I will be adding to the Diversity of the industry.

Diversity Progress or Success 2

**Description of Progress or Success:** Goal #2:In lieu of goals on hiring, we Donated \$200 to Nueva Esperanza, an organization that promotes diversity.

HOURS OF OPERATION

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

# Host Community Agreement Certification Form

## Instructions

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

## Certification

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

1. Name of applicant:

Evergreen Industries, LLC

2. Name of applicant’s authorized representative:

Brigid J Ryan

3. Signature of applicant’s authorized representative:

*Brigid J Ryan*

4. Name of municipality:

Holyoke

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

Mayor Joshua A. Garcia



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



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

garciaj@holyoke.org

8. Host community agreement execution date:

7/18/22





Attachment C ~~Attachment~~ \_\_\_\_\_

Evergreen Industries LLC  
414 Race Street  
Holyoke, MA 01040

RECEIVED

FEB 11 2022

To: Abutters within 300' of 414 Race St. Holyoke, MA 01040  
and Holyoke City Clerk, Planning Dept., and Office of Mayor Joshua A. Garcia,

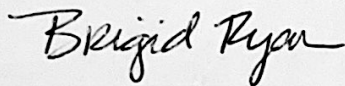
**Holyoke City Clerk's  
Holyoke, MA**

February 11, 2022

Dear Abutters and City of Holyoke,

Evergreen Industries LLC, a proposed cannabis cultivator is giving notice of a secondary Community Outreach Meeting due to an address correction on March 4 2022, 5pm at 414 Race St. Holyoke, MA 01040, our proposed location. There will be an opportunity for the public to ask questions. Or, email questions to [mainoffice@evergreenma.com](mailto:mainoffice@evergreenma.com)

Sincerely,



Owner/Operator



Attachment B ~~Attachment~~ \_\_\_\_\_

Evergreen Industries LLC  
414 Race Street  
Holyoke, MA 01040

RECEIVED

FEB 11 2022

To: Abutters within 300' of 414 Race St. Holyoke, MA 01040  
and Holyoke City Clerk, Planning Dept., and Office of Mayor Joshua A. Garcia,

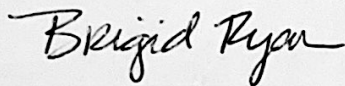
**Holyoke City Clerk's  
Holyoke, MA**

February 11, 2022

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Evergreen Industries LLC, a proposed cannabis cultivator is giving notice of a secondary Community Outreach Meeting due to an address correction on March 4 2022, 5pm at 414 Race St. Holyoke, MA 01040, our proposed location. There will be an opportunity for the public to ask questions. Or, email questions to [mainoffice@evergreenma.com](mailto:mainoffice@evergreenma.com)

Sincerely,



Owner/Operator



## Public Notices

### PUBLIC HEARING NOTICE

The Holyoke Planning Board will hold a Public Hearing on Tuesday, March 8, 2022, at 5:30 p.m. via Zoom.com; ID 891 5621 2188; CALL IN 646 558 8656 to hear, pursuant to the Holyoke Zoning Ordinance, a Major Site Plan Review petition (Sec 10) submitted by WTM-SB, LLC, to be located at 120 Middle Water St. (047-01-016).

WTM-SB LLC is proposing to construct a +/-36,138 sq ft 2-story brick manufacturing building, associated site improvements.

For a complete copy of the application contact the Planning Department at 322-5575

APPLICANT:  
WTM-SB, LLC

PLANNING BOARD:  
John Kelley  
02/18, 02/25/2022

Commonwealth of  
Massachusetts  
The Trial Court  
Probate and Family Court  
Hampden Division  
50 State Street  
Springfield, MA 01103  
(413)748-8600  
Docket No. HD22P0208EA

Estate of:

Nieves Aponte  
Date of Death: 11/16/2021  
INFORMAL PROBATE  
PUBLICATION NOTICE

To all persons interested in the above captioned estate, by Petition of Petitioner Kim C Aponte of Holyoke, MA.

Kim C Aponte of Holyoke, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but

interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.  
02/18/2022

Commonwealth of  
Massachusetts  
The Trial Court  
Hampden Probate and  
Family Court  
50 State Street  
Springfield, MA 01103  
(413)748-7758  
Docket No. HD22C0024CA  
In the matter of:  
Lucimara Galo Miranda  
Brasil

CITATION ON PETITION TO  
CHANGE NAME

A Petition to Change Name of Adult has been filed by Lucimara Galo Miranda Brasil of Holyoke MA requesting that the court enter a Decree changing their name to:

Lucimara Galo  
IMPORTANT NOTICE

Any person may appear for purposes of objecting to the petition by filing an appearance at: Hampden Probate and Family Court before 10:00 a.m. on the return day of 03/01/2022.

This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding.

WITNESS, Hon. Barbara M Hyland, First Justice of this Court.

Date: February 02, 2022  
Rosemary A. Saccomani  
Register of Probate  
02/18/2022

COMMUNITY  
OUTREACH MEETING  
Evergreen Industries LLC, a proposed cannabis cultivator, is giving notice of a Community Outreach Meeting on March 4, 2022, 5pm at 414 Race Street Holyoke, MA 01040, our proposed location. There will be an opportunity for the public to ask questions. Or email questions to mainoffice@evergreenma.com 02/18, 02/25/2022

Massachusetts  
The Trial Court  
Hampden Probate and  
Family Court  
50 State Street  
Springfield, MA 01103  
(413)748-7758  
Docket No. HD22P0241EA

Estate of:  
Elizabeth A Fringi  
Also known as:  
Betty Fringi

Date of Death: 12/24/2021  
CITATION ON PETITION FOR  
FORMAL ADJUDICATION

To all interested persons:  
A Petition for Formal

Adjudication of Intestacy and Appointment of Personal Representative has been filed by John P Bels, Jr. of Holyoke MA requesting that the Court enter a formal Decree and Order for and for such other relief as requested in the Petition.

The Petitioner requests that: John P Bels, Jr. of Holyoke MA be appointed as Personal Representative(s) of said estate to serve Without Surety on the bond in unsupervised administration.

IMPORTANT NOTICE

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 this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 03/09/2022.

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 day, action may be taken without further notice to you.

UNSUPERVISED  
ADMINISTRATION UNDER  
THE MASSACHUSETTS  
UNIFORM PROBATE CODE  
(MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Barbara M Hyland, First Justice of this Court.

Date: February 09, 2022  
Rosemary A Saccomani  
Register of Probate  
02/18/2022

### PUBLIC NOTICE

Pursuant to 33 U.S.C. 1341 and M.G.L. c. 21 §26-53, notice is given of a 401 Water Quality Certification application for the Whiting Street Reservoir Dam Improvements Project, located within the Whiting Street Reservoir in Holyoke, MA. The applicant is Holyoke Water Works, 20 Commercial Street, Holyoke, MA 01040. The project includes replacing the existing Whiting Street Reservoir Dam concrete spillway with a new 120-foot-long weir to accommodate flood events. Additional information may be obtained from the applicant's agent - Tighe & Bond, Inc. c/o Melissa P. Coady, 53 Southampton Road,

Westfield, MA 01085 (413-250-2424). Written comments should be addressed within 21 days of this notice to:

Massachusetts Department of  
Environmental Protection  
1 Winter Street  
Boston, MA 02108

Any group of ten persons, any aggrieved person, or any governmental body or private organization with a mandate to protect the environment who submits written comments may appeal the Department's Certification. Failure to submit written comments before the end of the public comment period may result in the waiver of any right to an adjudicatory hearing.  
02/18/2022

Commonwealth of  
Massachusetts  
The Trial Court  
Hampden Probate and  
Family Court  
50 State Street  
Springfield, MA 01103  
(413)748-7758  
Docket No. HD22P0300EA

Estate of:  
Leo R Magri

Also known as:  
Leo Renzo Magri

Date of Death: 01/13/2014  
CITATION ON PETITION FOR  
FORMAL ADJUDICATION

To all interested persons:  
A Petition for Late and

Limited Formal Testacy and/or Appointment has been filed by Julie Magri of Northampton MA requesting that the Court enter a formal Decree and Order for and for such other relief as requested in the Petition.

IMPORTANT NOTICE

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 this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 03/14/2022.

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 day, action may be taken without further notice to you.

UNSUPERVISED  
ADMINISTRATION UNDER  
THE MASSACHUSETTS  
UNIFORM PROBATE CODE  
(MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an

inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS, Hon. Barbara M Hyland, First Justice of this Court.

Date: February 14, 2022  
Rosemary A Saccomani  
Register of Probate  
02/18/2022

City of Holyoke  
Invitation to Bid 2022-006  
Springdale Pond Drain  
Relocation

The City of Holyoke is seeking sealed bids for relocation of Springdale Pond. This project involves the installation of PVC pipes, catch basins, manholes, paving and site restoration.

Bids will be received by the Chief Procurement Officer, Room 15, Holyoke City Hall, Holyoke, MA 01040 until 2:00 PM on 3/9/22 at which time bids will be publicly opened and read.

Documents will be available by email request at belangerl@holyoke.org and or colond@holyoke.org.

The City of Holyoke reserves the right to reject any and/or all bids.  
02/18/2022

PUBLIC HEARING  
LEGAL NOTICE  
HOYOKE

HISTORICAL COMMISSION

Sealed NOTICE IS HEREBY GIVEN, under the third Amendment to Chapter 18 of the Revised Code of Ordinances of the City of Holyoke, Massachusetts, under Sec. 18-34 C-c of the Demolition Delay Ordinance, that a PUBLIC HEARING will be held concerning the proposed demolition of 195 Appleton St (Parcel 021-01-007) owned by Devon Self Storage to be held on:

DATE: Thursday, March 10, 2022  
TIME: 5:30 p.m.  
LOCATION: via Zoom.com  
ID: 875 4810 9116;  
CALL IN 646 558 8656

For more information contact: the Office of Planning & Economic Dept at 413-322-5655

Holyoke Historical  
Commission:  
Paola Ferrario  
02/18, 02/25/2022

## PUBLIC NOTICES ARE NOW ONLINE

- 1 Email all notices to notices@turley.com
- 2 Access archives and digital tear sheets by newspaper title.
- 3 Find a quick link to the state of Massachusetts' public notice web site to search all notices in Massachusetts newspapers.

Public notice deadlines are Mondays at noon,  
Fridays noon for Monday holidays.

visit [www.publicnotices.turley.com](http://www.publicnotices.turley.com)

## The Sun OBITUARY POLICY

Turley Publications offers two types of obituaries.

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

The other is a Paid Obituary, costing \$120, which allows families to publish extended death notice information of their own choice and may include a photograph. Death Notices & Paid Obituaries should be submitted through a funeral home to: obits@turley.com.

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

CHECK OUT ALL THE  
**Turley** Publications  
[www.newspapers.turley.com](http://www.newspapers.turley.com)



## Community Outreach Meeting Attestation Form

### Instructions

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

### Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 3/4/22
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication:

2/18/22

b. Name of publication:

Holyoke Sun

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

a. Date notice filed:

2/11/22

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

a. Date notice(s) mailed:

2/11/22

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



Name of applicant:

EVERGREEN INDUSTRIES LLC

Name of applicant's authorized representative:

Brigid Ryan

Signature of applicant's authorized representative:

Brigid Ryan



# **Plan to Remain Compliant with Local Zoning UPDATED TO 2024**

The purpose of this plan is to outline how Applicant will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishment at 1 Cabot St in Holyoke, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

## **Background**

The City of Holyoke has an approved zoning ordinance regulating the time, place and manner of Marijuana Establishments. This ordinance, Section 7-10 allows Recreational Marijuana Establishments, including Cultivation Product Manufacturing and Retail in the ("IG") General Industrial Zoning district. 1 Cabot St is located in the IG district and is compliant with all physical siting requirements outlined in the Ordinance. A Special Permit from the Holyoke City Council is also required. Applicant has applied for a Special Permit from the City Council. Special Permits do not expire unless a change of use occurs.

Applicant and its attorneys and consultants have reviewed this ordinance in its entirety and have developed plans and strategies on compliance with all of the requirements and special permit conditions.

## **Ongoing Compliance**

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

There have been no updates to local compliance. The City of Holyoke has opted for the Model HCA which Evergreen has submitted with renewal.

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





Mayor Joshua A. Garcia

Lisa A. Ball, Esq.

City of Holyoke

City Solicitor

Kathleen E. Degnan, Esq.  
Jane L. Mantolesky, Esq.  
Michael D. Bissonnette, Esq.  
Jeanne A. Liddy, Esq.  
Mary E. Gotham, Paralegal

June 28, 2023

SENT VIA E-MAIL & REGULAR MAIL  
EVERGREEN INDUSTRIES, LLC  
ATTN: Ezra Parzybok, Principal Consultant  
1 Cabot Street  
Holyoke MA 01040

**Subject: Request for records of costs related to Evergreen Industries, LLC's operations in Holyoke MA for annual State License Renewal**

Dear Mr. Parzybok:

Please accept this letter as the City of Holyoke's (the "City's") response to your request, on behalf of Evergreen Industries, LLC for records of any costs incurred by the City related to the Company's marijuana establishment at 1 Cabot Street in Holyoke, (the "Establishment").

Holyoke is the process of updating all renewal and impact documentation for license holders in the city.

As you know, Holyoke is reviewing and continuing to document impact costs that have been realized, and will continue to be realized including, not limited to, potential public health consequences and related requirements for educational programming, potential public use and underage user enforcement, and infrastructure costs. Accordingly, this present assessment of costs is understood to be preliminary and is likely an incomplete accounting of potential impact areas that would be reasonably related to the Evergreen Industries, LLC's operations at 1 Cabot Street, Holyoke, which the City anticipates includes the following:

1. Municipal inspection costs.
2. Executive, planning, legal, and inspection staff time spent involving comprehensive business plan review, community outreach and other assistance.



3. Executive and Administrative time associated with Host Community Agreement (“HCA”) negotiations.
4. Planning staff time to facilitate permitting; other staff time related to public hearings/meetings on permits/licenses for Establishment operations.
5. Traffic studies and/or mitigation review and implementation, including the implementation of new traffic signs and signals.
6. Increased law enforcement services and public safety personnel, including overtime costs where higher congestion or crowds are anticipated and/or where criminal activity has been reported.
7. Legal fees and costs associated with drafting, negotiating, and/or reviewing the HCA, operational plans and local permitting applications; legal fees and costs associated with public hearings/meetings on permits/licenses for Establishment licensing, including costs of publishing public hearing notices.
8. Executive/administrative/staff time assisting the Establishment implement its community impact/engagement plan (including facility costs if community engagement meeting(s) held on municipal property).
9. Executive and Administrative time spent on developing re-opening rules during the COVID-19 pandemic and addressing Establishment operations during the pandemic.
- 10 Time spent reviewing and responding to federal subpoenas related to marijuana establishment licensing, permitting, or operations.
- 11 Studies or improvements to address increased impact on municipal utilities (water/electricity).
- 12 Time spent developing community awareness of responsible approaches to cannabis use and avoidance of substance abuse.
- 13 Costs associated with the increase in substance abuse, including but not limited to such items as increased demand on local health care clinics and facilities; need for increased counseling and/or intervention programs.
- 14 Costs related to increased fire protection services.
- 15 Costs related to road and other infrastructure systems and improvements.
- 16 Costs associated with record keeping, including but not limited to documentation of costs reasonably related to community impacts.

- 17 Potential public use and underage user enforcement costs.  
.
- 18 Costs to address potential public health consequences of marijuana use.  
.
- 19 Educational programming costs including public health classes and DARE resource costs.  
.
- 20 Infrastructure studies.  
.
- 21 Municipal review of future operational issues.  
.
- 22 Costs of drug recognition experts and advanced roadside impairment driving enforcement training programs for local police officers.  
.
- 23 Other specialized training for local law enforcement officers.  
.
- 24 Executive/administrative/staff/public safety/legal time spent responding to complaints or inquiries about the Establishment or its operations.  
.
- 25 Any other City costs incurred in relation to the Establishment or its operations, including impacts on real estate and commercial development.  
.
- 26 Studies to determine relative increases in substance abuse problems in the community  
.
- 27 Legal fees associated with agreements other than the HCA, such as parking licenses; leases, easements or sale of City property, etc.  
.
- 28 Police/Fire time associated with security plan review.  
.
- 29 Executive and Administrative time associated with budget development to address community impacts.  
.
- 30 Time spent responding to Public Records Requests related to the Establishment or its operations.  
.
- 31 School specific programming and services.  
.
- 32 Increased funding/provision of public health services.  
.

33 Impacts on businesses and activities in the vicinity of the Establishment.

Evergreen Industries, LLC's impacts on the community are still emerging especially as the cannabis industry continues to grow in Holyoke and throughout the Commonwealth. They also have been further accentuated by the unusual circumstance of the coronavirus pandemic and its associated requirements and restrictions, including municipal closures and staffing shortages. It should therefore be understood that this analysis is both evolving and ongoing. The City of Holyoke has established a process that includes an open discussion with the industry, an application to utilize impact fee funds, a Citizens Review Committee, mayoral and legal department review, and finally a City Council vote of at least 2/3 majority to approve the spending request. The City anticipates that it will be able to more fully realize and analyze the impacts related to Evergreen Industries, LLC as it continues to engage in operations.

Respectfully,



Lisa A. Ball  
City Solicitor  
City of Holyoke



Bridie Ryan &lt;bridie@evergreenma.com&gt;

## Costs to Municipality Evergreen Industries LLC

2 messages

Ezra Parzybok &lt;ezra@blueskiescan.com&gt;

Tue, Jun 27, 2023 at 5:22 PM

To: Aaron Vega &lt;VegaA@holyoke.org&gt;, Bridie Ryan &lt;bridie@evergreenma.com&gt;

Hey Aaron,

I am working on the renewal license for Evergreen at 1 Cabot. In accordance with M.G.L. c. 94G, § 3(d), please provide any cost to the municipality imposed by the operation of the Marijuana Establishment which shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl.26. 935 CMR 500.103(4)(f); 935 CMR 501.103(4)(f)."

Thanks,

-e

**Ezra Parzybok**

Principal Consultant

Blue Skies Unlimited LLC



+1 (413) 539 3059



ezra@blueskiescan.com



blueskiescan.com

[Book A Call With Me](#)

Aaron Vega &lt;vegaa@holyoke.org&gt;

Tue, Jun 27, 2023 at 7:54 PM

To: Ezra Parzybok &lt;ezra@blueskiescan.com&gt;

Cc: Bridie Ryan &lt;bridie@evergreenma.com&gt;, Lisa Ball &lt;balll@holyoke.org&gt;, Mary Gotham &lt;gothamm@holyoke.org&gt;

Thank you Ezra, our law department will be sending you the city's updated renewal / impact letter tomorrow.  
Aaron

**Aaron Vega**

Director

Office of Planning and Economic Development

City of Holyoke

City of Holyoke: <https://www.holyoke.org/departments/planning-economic-development/>

Explore Holyoke: <https://www.exploreholyokey.com/explore/150th-anniversary/featured/>



20 Korean Veterans Plaza, Suite 406

Holyoke, MA 01040

P: (413) 322-5575

F: (413) 322-5576

E: [VegaA@holyokey.org](mailto:VegaA@holyokey.org)

W: [www.holyoke.org](http://www.holyoke.org)

Newsletter: <http://eepurl.com/l-u0L>

[Quoted text hidden]

**Evergreen Industries, LLC**  
**Holyoke, MA 01040**  
**Positive Impact Plan (PIP)**

**Purpose:**

Our company, Evergreen Industries, LLC, will meet the objective set by state law M.G.L. Ch. 94G 4 that requires Marijuana Establishments engage in “*procedures and policies to promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.*”

**Primary Target Group (PTG):**

The Commission has identified the groups Positive Impact Plans are intended to Impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its “Guidance for Identifying Areas of Disproportionate Impact”
- Commission-designated Economic Empowerment priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the Primary Target Group (PTG)

**Overview:**

Holyoke, our host city, has been designated an area of disproportionate impact. Although our operation is small we seek to promote educational events, create collaborations, and support the many residents of Holyoke seeking full participation in the regulated cannabis industry. We feel through education and mentoring support we can reduce barriers to the PTG to enter the adult-use Cannabis Industry.

**Goals:**

1. Hire at least 50% of our workforce with residents from Holyoke, an ADI
2. Provide ongoing pro bono consultation and work regarding electrical design, lighting design, wiring, and electrical schematics to Holyoke Social Equity program participants or operators in ADIs.

3. To continue our relationship with local NGOs Girls Inc. and Nueva Esperanza, by giving yearly donations.

## **Programs & Implementation**

We are located in a building with at least 2 social equity participants entering the adult-use industry. We have realized that the requirements for electrical, energy, and mechanical design and implementation are difficult and costly. As we have a commercial electrician on our team, and have provided successful pro bono help to applicants or operators in Holyoke, we will offer this ongoing and assist other teams by offering our services to the Planning department which is compiling provider lists for licensees.

We do not intend to hire many employees but we have worked and lived in the city of Holyoke for many years and value its citizens and seek to hire local residents. Our advertising for positions will focus primarily on Holyoke residents, our connections within Holyoke, and through networking with other licensees in Holyoke to gain local employees. If we can not find Local employees, we will target Amherst, and Springfield. As potential hires from Springfield are interviewed, we will prioritize residents who live in all census tracts designated as Areas of Disproportionate Impact.

We are a small company but have given donations to Nueva Esperanza and Girls Inc. as a matter of personal giving. To continue giving via Evergreen Industries will further our relationships with these important organizations.

### Metrics:

We will have accomplished our annual PIP if our;

- We have hired at least 50% of our workers from Holyoke or another ADI?
- Have we provided at least 10 hours of consultation or electrical work to SE participants in Holyoke or other areas or to operators in ADIs?
- Continued our financial support of Girls Inc and Nueva Esperanza?

## **Disclosures**

*Evergreen Industries LLC, will abide to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.*

*Any actions we take, events we host, or programs we have will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.*

*Also, any future donations mentioned, will only be contributed once the organization or group acknowledges they will indeed receive the donation.*

*We acknowledge that the progress or success of our plan's goals must be documented upon license renewal, which occurs one year from provisional licensure, and each year thereafter.*

# **Evergreen Industries LLC**

## Bylaws

### ARTICLE I OFFICES

Section 1. The principal office of this corporation shall be in the Commonwealth of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

### ARTICLE II MEETINGS OF STOCKHOLDERS

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the Commonwealth of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the Commonwealth as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2019, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to participate.

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or the



Secretary or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to

vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

### ARTICLE III DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Organization or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a

director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

#### ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the President. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Organization. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

#### ARTICLE V COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

#### ARTICLE VI COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the

Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

## ARTICLE VII NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Organization or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## ARTICLE VIII OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

## ARTICLE IX CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose

facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

## ARTICLE X GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Organization, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Organization.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

## ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification



under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the law of the Commonwealth of Massachusetts.

## ARTICLE XII AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

###

APPROVED AND ADOPTED  
March 11, 2022.

*Bridie J.B Ryan*

Bridie J.B Ryan, Owner



**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: 001545452

1. The exact name of the limited liability company is: EVERGREEN INDUSTRIES, LLC

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

No. and Street: 139 GREENLEAF DRIVE  
 City or Town: FLORENCE 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: 139 GREENLEAF DRIVE  
 City or Town: FLORENCE State: MA Zip: 01062 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:**

LLC IS ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION.

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

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

Name: BRIGID J RYAN  
 No. and Street: 139 GREENLEAF DRIVE  
 City or Town: FLORENCE State: MA Zip: 01062 Country: USA

I, BRIGID J RYAN 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
MANAGER	BRIGID JOAN RYAN	139 GREENLEAF DRIVE FLORENCE, MA 01062 USA

**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

**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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	BRIGID JOAN RYAN	139 GREENLEAF DRIVE FLORENCE, MA 01062 USA

**9. Additional matters:**

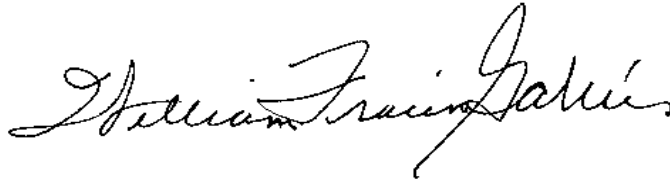
**SIGNED UNDER THE PENALTIES OF PERJURY, this 22 Day of November, 2021,**  
**BRIGID J RYAN**

*(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:

November 22, 2021 09:42 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



William Francis Galvin  
Secretary of the  
Commonwealth

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

February 4, 2022

TO WHOM IT MAY CONCERN:

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

**EVERGREEN INDUSTRIES, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 22, 2021.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **BRIGID JOAN RYAN**

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

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

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



Processed By:BOD



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

mass.gov/dor

Letter ID: L1647513280  
Notice Date: March 10, 2022  
Case ID: 0-001-437-348



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



EVERGREEN INDUSTRIES LLC  
139 GREENLEAF DR # FLORENCE  
FLORENCE MA 01062-9771

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

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

This letter serves as an attestation that Evergreen Industries LLC is unable to obtain a certificate of good standing from the Department of Unemployment Assistance as it is unable to register with the Department of Unemployment Assistance until hiring employees.

Brigid J Ryan  
Brigid J Ryan

03/07/22  
Date

**Evergreen Industries LLC**  
**Business Plan**  
**Northampton, MA 01062**



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# 1. Executive Summary

Snapshot: “Evergreen Industries LLC”

## Business Overview

- Massachusetts registered Tier 1 cultivation operation
- Gross Revenue projected for first fiscal year 1.44M
- Evergreen Industries is privately funded and will need \$350,000.00 for startup expenses, and 1 year of working capital requirements.

Overview: Evergreen Industries LLC, is a Massachusetts-registered Limited Liability Corporation, established to achieve the legal cultivation and sale of Cannabis flower. Private Stock Cannabis LLC office and grow facility will be located in the city of Holyoke, Ma 01040. Facility, equipment, cultivation, product processing, monitoring, transporting, and sale (distribution) will be in full compliance with all state and local regulations.

Evergreen Industries LLC will offer high quality Cannabis flower. Produced using predominantly organic nutrients, working toward meeting organic approval by the CCC by Year 3 of operations. Plants will be hand watered and maintained, by our experienced growers. We intend to build market by appealing to a broad spectrum of consumer groups and demographics including medical and recreational use adults over 21. Specially targeting

consumers seeking high-end cannabis flower grown without chemicals. Specializing in a true organic Cannabis flower will create demand as there is limited availability in the current market.

Evergreen Industries, LLC will engage in a variety of public relations and marketing strategies. These will include engagement and support of local community activities as well as consultative participation in Cannabis educational seminars focused on organic grow techniques and energy conserving grow methods and technologies.

**Competition:** The Massachusetts adult medical and recreational industry is still in the emerging stages of market growth. Private Stock Cannabis will undoubtedly see competition from other cultivators as other private batch-craft operators and multiple local co-operatives become operational. We feel our Cannabis flower will see growth in medical and recreational market as both divisions are starting to offer more choices with the increase in dispensaries.

**Price/Profitability Projections:** It's important to note projections are based on fluctuating range of market value price per lb. of wholesale mineral grown, dried Cannabis flower. Current range is \$3,000.00-\$4,000.00 /lb., depending on THC and other cannabinoid analysis. Projections for sales and growth based on low-end \$3,000 /lb rate were used for conservative growth projections. Cultivator sales and growth based on Massachusetts current, Adult-user preference for Cannabis flower/dried bud as lead form of consumption. 20-year history review of established legal Cannabis markets on the West Coast show a similar pattern of early market offerings of predominately mineral-based fertilizer grown Cannabis flower, then began the trend towards preference

of organically grown flower, which is now the majority of that market today. We expect a similar pattern in the Massachusetts markets and shift to high-end, organic flower in coming years. Another fluctuating factor will be in utility resource rate changes. City of Holyoke was chosen for its historically low, stable water and electric rates compared to other municipalities in the region.

**Risk/Opportunity:** The most significant risk associated with our business model is the extensive build-out costs, time consuming licensing processes with city and state, lack of generating revenue while awaiting inspection to gain Cultivator Tier 1 License approval.

**Capital Requirements:** The capital requirements for Evergreen Industries LLC to execute this business plan are approximately \$325,000.00 including all construction/build-out costs, equipment, permits, license, consulting costs, and fees.

Evergreen Industries LLC will allocate the invested capital in the following:

Building Upgrades, Build-out of Cultivation Areas	
.....	\$150,000.00
Equipment (Cultivation and Processing)	
.....	\$75,000.00
Software, Permits, Fees, Waste, Security	
.....	\$20,000.00
Working Capital/ Rent	
.....	\$80,000.00

Financial Snapshot:

(Note: Electricity, Water, Dirt, Fertilizers, CO2, Operational Rent are Deductible expenses)

<b>Key Financials</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Retail Sales	1.44M	1.8M	2.16M
<b>Total Revenue</b>	<b>1.44M</b>	<b>1.8M</b>	<b>2.16M</b>
Total COGS	\$220,170.00	\$254,107.00	\$265,566.00
Expenses	\$66,000.00	\$69,300.00	\$72,762.00
Income Tax@ 30%	\$353,949.00	\$463,768.00	
<b>Est. Net Income:</b>	<b>\$759,881.00.</b>	<b>\$1,012,825.00</b>	<b>\$1,253,342</b>

#### Keys to Success:

- Streamline and secure Massachusetts state Licensing
- Design & Construct cultivation facility on schedule
- Cultivating high-quality, in-demand product
- Experienced cultivator & Master Electrician on staff
- Energy Conservation cultivation methods
- Three Phase Plan of Development and Expansion
- Effective Management of funding and working capital

## 2.Project Overview

### 2.1 Introduction

Evergreen Industries LLC, will be located on ground level floor of 73 Sargent Street, Holyoke, Ma 01040. Licensing will permit Tier 1 level cultivation establishment (up to 5,000 sq feet of canopy). Access to facility from parking lot has 1-door and 2-overhead doors (1 with sally port). Space will consist of multi-use designated office and cultivation areas including Administrative Office, Clean Room, Clone/Mother/Vegetation Room, Flower Room, Drying/ Processing Room. Approximately 900 plants in varying stages of growth in approximately 8,000 sq ft space.

## 2.2 Company Ownership

Evergreen Industries LLC, is wholly owned by David J Carpenter  
Our General manager of Operations is Brigid J Ryan

## 2.3 Legal Counsel

Evergreen Industries LLC will retain legal representation if need presents.

## 2.4 Consulting

Evergreen Industries LLC has retained services of Blue Skies Consulting.  
Currently working with Cannabis Business Consultant, Ezra Parzybok.

# 3.Products

## 3.1 Flower

As the first wave of Massachusetts Cannabis market emerges it has become established by large Cannabis producers, cultivating on a massive scale, creating an automated commercial product. Evergreen Industries LLC will offer a very different, unique, high-end quality product by growing in a different approach and technique than the competition. Evergreen Industries LLC growers will be hand-watering and individually maintaining each plant. Grow methods will utilize predominantly organic mediums with a goal to meet CCC organic standards by Year 3, and grow exclusive Organic Cannabis by Year 6. These cultivation techniques will produce a healthier-to-consume plant, that has been grown in a way to express its fullest potential and potency at every phase of development from cloning to flowering. Evergreen Industries' harvesting, trimming and curing proven methods will ensure the plants' delicate, multilayered expressions of flavor, taste, smoothness, smoke-ability, smell, and high are preserved in each flower. This will create a superior experience for the consumer. Evergreen Industries LLC growers' knowledge, attention to detail, and specially designed grow facility will ensure a competitive product. In

using the more mature West Coast Cannabis market as a projection, it should be noted organic cannabis is what is primarily sold there today. Popular strains, high THC, CBD, and large producing strains will be selected to offer variety of taste, potency, smell, and effect.

320 plant Craft-batches will be harvested 4 to 6 times a year. Four harvests the first fiscal Year and 5-6 each year thereafter. Attending to each plant through its clone, veg, to flowering cycle will be Evergreen Industries experienced growers. Assistants or interns possibly used for transplanting, harvest, and processing. This organic Cannabis market is yet undeveloped in the East Coast Regions of the U.S. Evergreen Industries LLC will be creating a true organic, dirt, hand-crafted flower. This style of cultivating involves hand-watering and attending along with precise climate control.

### 3.2 Trimmings and Kief

Future plan to separate, process and package trimmings and kief for wholesale as well. Further analysis to be determined at Phase Two

## 4. Market

Evergreen Industries LLC will pursue organic approval by CCC and market to both Medical and Recreational Dispensaries. Many medical cannabis patients often seek organic Cannabis flower and products when available. Many medical patients managing conditions and diseases see benefits from an organic food diet and Cannabis consumption is considered the same by many. There is currently a minimal amount of organic flower and products on the East Coast Market for consumers wanting this cleaner option. We hope to become an early, established brand in newly emerging Massachusetts' high-end and organic markets.

A comparative study of the Cannabis markets in other states suggests that demand will outpace supply by a considerable margin during the two to three years of this wave before stabilizing. We believe we will be able to sell all our harvested flower, trimmings, and kief. We plan to produce 480 pounds in the first year and up to 720lbs by third year.

## 5.Competition

Evergreen Industries LLC will offer a high quality, pure organic product. It is our expectations other small farm growers will be entering the market as we do, on the next wave of private entrepreneurs entering the field. This may appear to make things challenging but the more variety of cultivators the more possibility for price competing. We feel we can compete in the high-end market and produce enough quantity and variety to be an established early brand. We feel our target market will be seeking out exceptional flower and be willing to pay a bit more for it. We base our projections conservatively but see higher prices being offered depending on saturation of industry at time of sale.

## 6.Strategie and Execution

With the current climate of post COVID-19 market we feel the need to plan cautiously as global supply chains remain unstable. Our start-up size will allow us to be versatile with our grow methods and mediums as supply chains are interrupted. We have a three phase strategic plan to aggressively enter and establish ourselves as a strong high-end producer early in the Massachusetts Organic Markets. Planning to be operational by end of 2022.

Phase One: early establishment in market as batch-crafted high-end cannabis flower. Trials testing organic mediums, CCC organic



certification process. Phase Two: Year 3-4 add wholesale Organic flower Variety to product line and add selling wholesale trimmings and kief. Trimmings can be sold to THC infusion or edible manufacturers. Phase Three: Year 6 be exclusive Organic cultivation and wholesale of CCC certified flower, kief, and trimmings.

Our strategy of execution will focus on producing consistent high-end quality product, enough to be acquired by a large enough sample market to get the brand exposure out over the competition. We will plan to participate in community events, seminars and trade shows. As we start shopping our product, we will be looking for a MDE that will become one of a few exclusive buyers. We will be seeking to have a dependable retailer to move product quickly. And their customers will be able to consistently acquire it.

## 7.Management

Another key component to the success of Evergreen Industries LLC is our owner and manager. They are local people, born, raised, and educated in the Pioneer Valley. They already have a long work history in this region and an extensive network of professional relationships.

Dave Carpenter has been an electrician for over 17 years. He holds Master Electrical Licenses in two states, and has an established business, in the energy management sector, contracting throughout New England. He is a 20-year master Cannabis grower. Has worked on horticulture farms since his teens. Spent time specializing in the hydroponic industry, in the North East, Pacific Northwest and British Columbia. He has perfected his grow methods to balance high-quality product, with maximized harvest output, while keeping energy consumption low.

Brigid Ryan, R.N. has provided in-home nursing care throughout Western Massachusetts for many years. Prior to nursing she had long history working on many farms and orchards in the area, learning cultivation, manufacturing and sales.

Their knowledge and experience in this region is extensive, with many connections, in a multitude of business sectors. They lived in Holyoke for many years. They selected Holyoke specifically for its stable resources, diverse community and opportunity to be part of its revitalization movement. They have the knowledge, capital and support to execute this business plan.

## 8.Financials

### 8.1 Financial Assumptions

Summary of financial statements are based upon the following financial assumptions:

#### General

1. Most (but not all) Costs of Goods Sold and Expenses reflect a proforma 5% increase annually.
2. We exclude salaries and wages because 320 crop size, allow for owner and general manager to be only staff. Year 2-3, assistant hired intermittently.
3. In accordance with Massachusetts State regulations for the marijuana industry, up to 3% of gross revenue for the first three years of operation are payable to the municipality in which the company is located. The exact percentage is determined through a Host Community Agreement between the Licensed Marijuana Establishment in question and the relevant municipality.

4. In accordance with Tax Code 280 (e), many operating expenses are non-deductible, in essence, this means that all expenses directly related to the Cost of Goods Sold may be deducted, while general operational, sales and marketing expenses are not.
5. COGS, revenues and yields have been calculated as an average per month for the sake of simplicity. While reality is clearly different, this approach has allowed us to simply and accurately view a process that is full of variables.
6. Taxes paid is calculated based on a 30% rate. Including all municipality, state, and federal taxes.
7. Financial view scape has Provisional License approval at six to nine months mark. Rent is at frozen rate during permit period, but future month rent rates re-cooperate that difference back once cultivation is underway and profits can be reached. Lease/rent agreement is for five years.

# Evergreen Industries LLC

## Plan for Obtaining Liability Insurance

### Overview

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

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

### IMPORTANT NOTE

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

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

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

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

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

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

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

## 1.1. Quality Control and Testing

### 1.1.1. Incoming marijuana inventory

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

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

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

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

#### **1.1.3. Hygiene**

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

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



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# 1. Introduction

## 1.1. The Employee Handbook

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

## 1.2. Changes in Policy

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

## 1.3. Employment-At-Will

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

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

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

## 2. Roles, Qualifications, and, Training

### 2.1. Facility Job Classifications and Requirements:

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

Edibles  
Extracts  
Pre-rolls  
Tinctures  
Beverages  
Vape pens

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

Extraction  
Weighing  
Measuring  
Filling cones  
Freezing  
Drying

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

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

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

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

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

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

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

## **3. Employment Policies**

### **3.1. Employee Classifications**

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

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



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

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

### **3.3. Diversity Plan**

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

### **3.4. Confidentiality.**

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

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

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

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

### **3.6. Introductory Period**

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

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

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

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

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

### **3.8. Privacy**

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

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

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

### **3.10. Religious Accommodation**

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

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

### **3.11. Political Neutrality**

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

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

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

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

### **4.2. Overtime**

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

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

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

### **4.4. Time Cards**

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

### **4.5. Payroll Deductions**

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

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

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

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

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

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

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

### **5.2. Prohibited Conduct**

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

### **5.3. Complaint Procedure**

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

### **5.4. Attendance**

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

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

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

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

## 5.6. **Dress Code**

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

## 5.7. **Safety**

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

## 5.8. **Substance and Abuse**

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

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

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

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

## **5.9. Workplace Searches**

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

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

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

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

## **5.10. Social Media Policy**

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

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

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

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



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

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

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

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

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

### **6.1. General**

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

### **6.2. COBRA**

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

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

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

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

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

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

### **6.5. Unemployment Insurance**

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

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

### **7.1. General**

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

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

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

## **7.2. Sick Days**

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

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

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

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

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

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

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

## **Record keeping procedures**

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

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

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

**1.1.2. Inventory records include:**

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

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

**1.1.3. Personnel records:**

- 1.1.3.1. All personnel files are to be stored in the records cabinet
- 1.1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.3.3. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - 1.1.3.3.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - 1.1.3.3.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - 1.1.3.3.3. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - 1.1.3.3.4. documentation of periodic performance evaluations;
  - 1.1.3.3.5. a record of any disciplinary action taken.
  - 1.1.3.3.6. notice of completed responsible vendor and eight-hour related duty training.
  - 1.1.3.3.7. records of any health and safety related incidents

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

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

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

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

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



# 1. Roles, Qualifications, and, Training

## 1.1. General

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

## 1.2. Facility Job Classifications and Requirements:

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

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

Plant care and management

Extraction  
Weighing  
Measuring  
Freezing  
Drying

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

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

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

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

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

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

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

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

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

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

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

**1. Environmental Policies and Procedures -**

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

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

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