



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC282179  
Original Issued Date: 06/15/2022  
Issued Date: 11/14/2024  
Expiration Date: 12/12/2025

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Sama Productions LLC

Phone Number: 914-263-6627 Email Address: generalpushing@gmail.com

Business Address 1: 42 South Main Street

Business Address 2:

Business City: Sandisfield

Business State: MA

Business Zip Code: 01255

Mailing Address 1: 28 Priscilla Avenue

Mailing Address 2:

Mailing City: Yonkers

Mailing State: NY

Mailing Zip Code: 10710

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 12.5

Percentage Of Control: 12.5

Role: Owner / Partner

Other Role:

First Name: John

Last Name: Heck

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 41.25

Percentage Of Control: 51

Role: Owner / Partner

Other Role:

First Name: George

Last Name: Heck

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 41.25

Percentage Of Control: 31.5

Role: Owner / Partner

Other Role:

First Name: David

Last Name: Ross

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: George

Last Name: Heck

Suffix:

Types of Capital: Monetary/  
Equity

Other Type of  
Capital:

Total Value of the Capital Provided:  
\$1400000

Percentage of Initial Capital:  
77.77

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: John

Last Name: Heck

Suffix:

Types of Capital: Monetary/  
Equity

Other Type of  
Capital:

Total Value of the Capital Provided:  
\$200000

Percentage of Initial Capital:  
11.11

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: David

Last Name: Ross

Suffix:

Types of Capital: Monetary/  
Equity

Other Type of  
Capital:

Total Value of the Capital Provided:  
\$200000

Percentage of Initial Capital:  
11.11

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

**Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner**

Owner First Name: David      Owner Last Name: Ross      Owner Suffix:

Entity Legal Name: Helios Industries      Entity DBA:

Entity Description: Agricultural construction and consulting

Entity Phone: 541-480-2002      Entity Email: heliosindinc@gmail.com      Entity Website: N/A

Entity Address 1: 63176 Nels Anderson Rd      Entity Address 2:

Entity City: Bend      Entity State: OR      Entity Zip Code: 97701      Entity Country: USA

Entity Mailing Address 1: 63176 Nels Anderson Rd      Entity Mailing Address 2:

Entity Mailing City: Bend      Entity Mailing State: OR      Entity Mailing Zip Code: 97701      Entity Mailing Country: USA

**Business Interest in Other State 2****Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner**

Owner First Name: David      Owner Last Name: Ross      Owner Suffix:

Entity Legal Name: Hyperion Industries      Entity DBA: Hortitech

Entity Description: Greenhouse construction

Entity Phone: 541-605-3335      Entity Email: support@hortitechdirect.com      Entity Website: hortitechdirect.com

Entity Address 1: 63176 Nels Anderson Rd      Entity Address 2:

Entity City: Bend      Entity State: OR      Entity Zip Code: 97701      Entity Country: USA

Entity Mailing Address 1: 63176 Nels Anderson Rd      Entity Mailing Address 2:

Entity Mailing City: Bend      Entity Mailing State: OR      Entity Mailing Zip Code: 97701      Entity Mailing Country: USA

**DISCLOSURE OF INDIVIDUAL INTERESTS**

No records found

**MARIJUANA ESTABLISHMENT PROPERTY DETAILS**

Establishment Address 1: 42 South Main Street

Establishment Address 2:

Establishment City: Sandisfield      Establishment Zip Code: 01255

Approximate square footage of the Establishment: 18000      How many abutters does this property have?: 1

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

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft      Cultivation Environment: Indoor

**FEE QUESTIONS**

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft      Cultivation Environment: Indoor

**HOST COMMUNITY INFORMATION**

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host	Sama- CCC app- Community Outreach Mtg	pdf	60ec93022ea73e036476c191	07/12/2021
Community Agreement	Certification Form- Signed.pdf			

Community Outreach Meeting Documentation	Sama- Sandisfield- HCA- Community Outreach Mtg Notice...July 1. 2021- Berkshire Eagle Public Notice.pdf	pdf	60ec935b7a4b3b034a681176	07/12/2021
Community Outreach Meeting Documentation	Sama- CCC- Community Outreach Mtg Notice for 7.1.21 Berkshire Eagle June 17.21 C5.pdf	pdf	60ec9414629ad9037af20452	07/12/2021
Community Outreach Meeting Documentation	Sama- Sandisfield- CCC- Comm Outreach Meeting 7.1.21- Abutter mailings proof .pdf	pdf	60ec96093678b8028bd44819	07/12/2021
Plan to Remain Compliant with Local Zoning	Sama- CCC app- Plan to remain compliant with local zoning including Special Permit conditions.pdf	pdf	614b7974c4d84107a3221e7a	09/22/2021
Community Outreach Meeting Documentation	Sama-CCC app- Community Attestation Form for 7.1.21 Meeting.pdf	pdf	6179c83951c4da37cbfb3fd2	10/27/2021
Plan to Remain Compliant with Local Zoning	Sama- CCC app- Special Permit.pdf	pdf	66f1c1f1cfa6590008ead145	09/23/2024
Executed HCA	Sama-HCA-09.25.24.pdf	pdf	66f439e0cfa6590008ed2743	09/25/2024

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	Sama- CCC App- Plan for Positive Impact- 18 Degrees letter .pdf	pdf	66a839cf4e46b700091a7918	07/29/2024
Plan for Positive Impact	SAMA- CCC App- PLAN FOR POSITIVE IMPACT 8.8.24.pdf	pdf	66b53bd4206db6000814d36d	08/08/2024
Plan for Positive Impact	SAMA-Donation_ Kids Place_Letter_8_24.pdf	pdf	66eacfb5cfa6590008e5aff8	09/18/2024

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:	Other Role:
First Name: G.	Last Name: Heck    Suffix:
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 2

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

Individual Background Information 3

<b>Role:</b>	<b>Other Role:</b>
<b>First Name:</b> John	<b>Last Name:</b> Heck <b>Suffix:</b>
<b>RMD Association:</b> Not associated with an RMD	
<b>Background Question:</b> no	

### ENTITY BACKGROUND CHECK INFORMATION

#### Entity Background Check Information 1

<b>Role:</b> Parent Company	<b>Other Role:</b>
<b>Entity Legal Name:</b> Sama Productions, LLC	<b>Entity DBA:</b>
<b>Entity Description:</b> LLC	
<b>Phone:</b> 914-263-6627	<b>Email:</b> generalpushing@gmail.com
<b>Primary Business Address 1:</b> 28 Priscilla Avenue	<b>Primary Business Address 2:</b>
<b>Primary Business City:</b> Yonkers	<b>Primary Business State:</b> NY <b>Principal Business Zip Code:</b> 10710
<b>Additional Information:</b>	

### MASSACHUSETTS BUSINESS REGISTRATION

#### Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Sama- CCC app- Articles of Organization Certificate.pdf	pdf	614b467f604619079ab7a2fe	09/22/2021
Bylaws	Sama CCC app- Luziernotincontrol.pdf	pdf	614b4929e4062c07dab7af3b	09/22/2021
Articles of Organization	Sama- CCC App- Op Agmt Fully Signed.pdf	pdf	6179ca62d5b18b31d5991b82	10/27/2021
Secretary of Commonwealth - Certificate of Good Standing	Sama- CCC App- Secretary of the Commonwealth- Certificate of Good Standing.pdf	pdf	6179cad45ca77d31bb6af945	10/27/2021
Department of Revenue - Certificate of Good standing	Sama- CCC App- DOR Certificate of Good Standing 9.22.21.pdf	pdf	6179cb06d8c16731dcbdc8e5	10/27/2021
Secretary of Commonwealth - Certificate of Good Standing	Sama- CCC App- Unemployment Assistance.pdf	pdf	61897d1b6155aa37c4255c4c	11/08/2021

#### Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Sama- CCC- Mass DOR- Cert of Good Standing 8.09.24.pdf	pdf	66ba82cbdc631200097a29a2	08/12/2024
Department of Unemployment Assistance - Certificate of Good standing	Sama- DUI- Cert of Compliance- 8-26-2024.pdf	pdf	66cddc471a9ec90008a384db	08/27/2024
Secretary of Commonwealth - Certificate of Good Standing	Sama- CCC- Cert of Good Standing Secty of State 8.26.24.pdf	pdf	66d87992cfa6590008d5b7ca	09/04/2024

**Massachusetts Business Identification Number:** 001447886

**Doing-Business-As Name:**

**DBA Registration City:** Alford

### BUSINESS PLAN

Date generated: 06/02/2025

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Sama- CCC- Business Plan .pdf	pdf	60ae5147874c4807a95b2c9f	05/26/2021
Plan for Liability Insurance	Sama- CCC App- Plan to Obtain Liability Insurance- Confirmation Letter 9.22.21 .pdf	pdf	6179cbfebd22c2379112d9b6	10/27/2021
Plan for Liability Insurance	Certificate of Liability Insurance - 24 25 - Abbey Road Land, LLC.pdf	pdf	66a9683f4e46b700091be513	07/30/2024
Proposed Timeline	SAMA- CCC- License Renewal- Proposed Timeline- 8.08.2024.pdf	pdf	66b53b3a206db6000814d2d6	08/08/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Sama- Storage .pdf	pdf	6052724cd7adff35b5a51522	03/17/2021
Maintaining of financial records	Sama- Maintaining Financial Records .pdf	pdf	6052735cc997b43574a1d653	03/17/2021
Security plan	Sama- CCC App- Security Plan.pdf	pdf	617ac7c6d8c16731dcbdcdb51	10/28/2021
Policies and Procedures for cultivating.	Sama- CCC App- Policies and Procedures for Cultivating.pdf	pdf	617acd1b44662a31f288d605	10/28/2021
Restricting Access to age 21 and older	Sama- Restricting Access to age 21 and older.pdf	pdf	66a82eb963faa9000901aad6	07/29/2024
Transportation of marijuana	Sama- Transportation of Marijuana.pdf	pdf	66a8305363faa9000901ab8c	07/29/2024
Dispensing procedures	Sama- Dispensing Procedures.pdf	pdf	66a8310b4e46b700091a71d2	07/29/2024
Quality control and testing	Sama- CCC- Quality Control And Testing.pdf	pdf	66a8325c63faa9000901ad16	07/29/2024
Inventory procedures	Sama-CCC app- Inventory Procedures_Waste Disposal .pdf	pdf	66a833954e46b700091a7386	07/29/2024
Energy Compliance Plan	Sama- CCC App- Energy Compliance Plan.pdf	pdf	66a834204e46b700091a7457	07/29/2024
Prevention of diversion	Copy of Sama- CCC App- Prevention Of Diversion.pdf	pdf	66a8348a4e46b700091a7560	07/29/2024
Personnel policies including background checks	Sama- Personnel Polices .pdf	pdf	66a834f94e46b700091a758d	07/29/2024
Record Keeping procedures	Sama- CCC app- Record Keeping and Maintenance Procedures .pdf	pdf	66a835c24e46b700091a768f	07/29/2024
Qualifications and training	Sama - CCC app - Detailed Description of Qualifications & Training for Agents .pdf	pdf	66a8372a4e46b700091a770c	07/29/2024
Policies and Procedures for cultivating.	Cultivation Department SOPs-4.pdf	pdf	66a8380e4e46b700091a774f	07/29/2024
Diversity plan	SAMA- CCC App- DIVERSITY PLAN 11.11 (1).pdf	pdf	66b7db46dc6312000978adb6	08/10/2024

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: Sama has yet to commence operations and has no employees at this time.

#### COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Sama has yet to commence operations and ha hired two employees: one woman and one male of Lebanese descent.

#### HOURS OF OPERATION

Monday From: 6:00 AM	Monday To: 8:00 PM
Tuesday From: 6:00 AM	Tuesday To: 8:00 PM
Wednesday From: 6:00 AM	Wednesday To: 8:00 PM
Thursday From: 6:00 AM	Thursday To: 8:00 PM
Friday From: 6:00 AM	Friday To: 8:00 PM
Saturday From: Closed	Saturday To: Closed
Sunday From: Closed	Sunday To: Closed

## 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:

Sama Productions, LLC

2. Name of applicant's authorized representative:

John Heck

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Sandisfield

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

George Riley

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

George Riley

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).)*:

GRiley@sandisfieldma.gov

8. Host community agreement execution date:

5/17/21

# New England Newspapers, Inc.

The Berkshire Eagle • The Bennington Banner • The Brattleboro Reformer • The Manchester Journal  
75 South Church St., Pittsfield, MA 01201 • (413) 447-7311 • (800) 245-0254

## Advertising Invoice

JOHN HECK  
28 PRISCILLA AVE  
YONKERS, NY 10710

Cust#:217109  
Ad#:57657  
Phone#:914-263-6627  
Date:06/15/2021

Salesperson: NANCY MCLEAN

Classification: Public Notices BE

Ad Size: 1.0 x 18.00

### Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
Berkshire Eagle	06/17/2021	06/17/2021	1	78.40	78.40

### Payment Information:

Date:	Order#	Type
06/15/2021	57657	BILLED ACCOUNT

Total Amount: 78.40

Tax: 0.00

Amount Due: 78.40

Thank you for your business!.

### Ad Copy

Notice is hereby given that a **Community Outreach Meeting** for a proposed Marijuana Establishment, sponsored by Sama Productions, LLC, is scheduled for **Thursday July 1, 2021 at 6 PM** to be held at the Sandisfield DPW Building located at 5 Silverbrook Road, Sandisfield, MA 01255. The proposed cultivation and processing of the Marijuana Establishment is anticipated to be located at 42 South Main Street, Sandisfield, MA 01255. There will be opportunity for the public to ask questions.

AD# 57657  
06/17/2021



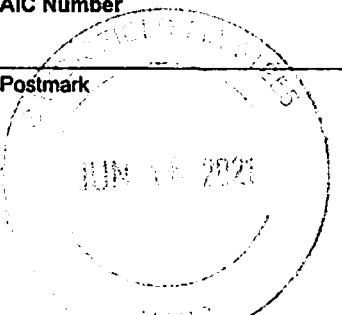
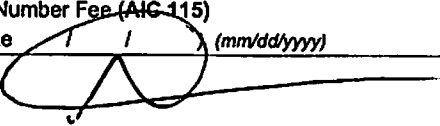
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*mailed 6/16/2021*

A TRUE COPY ATTEST *Debra Harasyko*  
TOWN CLERK



# USPS Receipt for Money or Services

Post Office <b>01255</b>		Station		Receipt Number <b>17</b>	
<input type="checkbox"/> <b>P.O. Receipt for Money</b>		Finance Number		Unit ID	AIC Number
Receipt for: (indicate purpose) <b>Postage</b>					Amount \$ <b>42.00</b>
Received from: (show address only when receipt is mailed)				Permit Number or SSN (Employees only)	
<input type="checkbox"/> <b>P.O. Box/Caller Service Fees</b>		Information on your PS Form 1093, <i>Application for Post Office Box or Caller Service</i> , must be updated if it is changed. For regulations pertaining to P.O. Boxes, see rules for use of Post Office Boxes and Caller Service on PS Form 1093.			
Customer name:			Amount \$		AIC Number
Box/Caller Number(s)		<input type="checkbox"/> For one semiannual payment period (AIC 158) <input type="checkbox"/> For annual payment period (AIC 115) <input type="checkbox"/> Reserved Number Fee (AIC 115) (Ending date <b>1/1</b> (mm/dd/yyyy))			Postmark 
Certifying Signature 					

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SAMA/Yarzab

Certified Mail Fee

\$

Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark  
Here

Postage

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Total Postage and

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Sent To

Street and Apt. No.

City, State, ZIP+4

TOWN OF SANDISFIELD  
BOARD OF SELECTMEN  
P. O. BOX 90  
SANDISFIELD, MA 01255

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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SAMA/W.M. Climbers

Certified Mail Fee

\$

Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark  
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Street and Apt. No.

City, State, ZIP+4

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BOARD OF SELECTMEN  
P. O. BOX 90  
SANDISFIELD, MA 01255

PS Form 3800,

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Certified Mail Fee

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Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

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Postage

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Total Postage and

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Street and Apt. No.

City, State

TOWN OF SANDISFIELD  
BOARD OF SELECTMEN  
P. O. BOX 90  
SANDISFIELD, MA 01255

PS Form

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SAMA/US Army Corps

Certified Mail Fee

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Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street

City, State

TOWN OF SANDISFIELD  
BOARD OF SELECTMEN  
P. O. BOX 90  
SANDISFIELD, MA 01255

PS Form

See Reverse for Instructions

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SAMA/Metro

Certified Mail Fee

\$

Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP

TOWN OF SANDISFIELD  
BOARD OF SELECTMEN  
P. O. BOX 90  
SANDISFIELD, MA 01255

PS Form

See Reverse for Instructions

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Extra Services &amp; Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postmark  
Here

Postage

\$

Total Postage and

\$

Sent To

Street and Apt. No.

City, State, ZIP

TOWN OF SANDISFIELD  
BOARD OF SELECTMEN  
P. O. BOX 90  
SANDISFIELD, MA 01255

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

## **SAMA PRODUCTIONS, LLC**

### **PLAN TO REMAIN COMPLIANT WITH ALL LOCAL ZONING**

Sama and its entire team of owners, consultants and contractors have already been and have every intention of remaining in full compliance at all times with the Zoning Requirements of the Town of Sandisfield.

Sandisfield has one zoning district for the entire town. It requires a Special Permit for uses such as those planned by Sama for an adult-use marijuana establishment for cultivation and manufacturing. Sama applied for and was granted the required Special Permit specifically for cultivation and manufacturing of marijuana and marijuana related products on the site located at 42 South Main Street (Rte. 8).

All appropriate and necessary Building Department and Board of Health approvals will be obtained prior to Commencement of Operations to include adequate water and septic, full compliance with Building Code Requirements that will result in the issuance of a Certificate of Occupancy and any other requirements that may be mandated by the Town of Sandisfield, Massachusetts.

The Special Permit granted by the Sandisfield Select Board was properly recorded in the Southern Berkshire District Berkshire County Registry of Deeds in Book 390, Page 398 whose conditions can be seen in the copy of the Special Permit included herein.

7

TOWN OF SANDISFIELD, MASSACHUSETTS

APR 28 2021  
BY: *Deborah Harney*  
Town Clerk

NOTICE OF RECORDING IN THE REGISTRY OF A DECISION TO  
GRANT A SPECIAL PERMIT OR ANY EXTENSION,  
MODIFICATION OR RENEWAL OF A SPECIAL PERMIT.

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8:30 A.M.

**To:** SAMA Productions, LLC  
**Address:** Lot #8, Abbey Road, Sandisfield, MA 01255  
Map and parcel # 408-0-31

Identity of Land Affected

The record title standing in the name of: Abbey Road Land, LLC  
6574 North SR#320  
Coconut, FL 33073

By deed duly recorded in the Southern Berkshire District Berkshire County Registry of Deeds in Book 390, Page 398.

The decision of said Board is on file with the papers and plans in the office of the Town Clerk. The minutes on file with the Town Clerk Reflect the decision. The Special Permit has been granted to construct and operate a cannabis cultivation and manufacturing facility comprised of a 5,000 square foot processing/conversion building and 100,000 square feet of cultivation space located in 23 commercial greenhouses. Conditions on File in the Town Clerks office.

Signed and certified this 26 day of April, 2021.

**The Board of Selectmen:**

*Brian O'Rourke*  
Brian O'Rourke, Chairman

*George Riley*  
George Riley

*Mark Newman*  
Mark Newman

CERTIFICATE BY THE TOWN CLERK FOR FILING OF THE DECISION IN THE  
REGISTRY

This is to certify that twenty (20) days have elapsed since filing of the above decision with this office and no appeal has been filed, and denied in the case.

*Mary N. Kronholz*  
Signature and seal of the Town Clerk

ATTEST: Berkshire South Michelle Laramée-Jenny Register

**Town of Sandisfield, Massachusetts**  
**Decision Granting Special Permit to SAMA Productions, LLC**

The Applicant (SAMA Productions, LLC) has applied to the Town of Sandisfield Select Board (Board) for a Special Permit to build and operate a Cannabis Cultivation Establishment on Abby Road with greenhouses not to exceed a total cumulative size of 100,000 square feet in cultivation area, plus a processing building not to exceed 5,000 square feet in area.

Pursuant to Section 3.B.16 of the Sandisfield Zoning Bylaw, commercial greenhouses are a use allowed by special permit from the Board. The Town has not yet adopted zoning that specifically regulates marijuana establishments. Therefore, since the Town has not voted to prohibit such establishments in accordance with the provisions of G.L. c.94G, §3, such uses must be deemed permitted within the Town's single zoning district.

Pursuant to Section 10 of the Zoning Bylaw, the Board makes the following determinations:

1. The proposed use is in compliance with all provisions and requirements of this Bylaw and in harmony with its general intent and purpose;

The proposed use satisfies all dimensional and other requirements of the Zoning Bylaw. The subject property is located on Abby Road, a little used public way that currently has no residences or other structures on it. The project will be constructed over 1,000 feet from Town Hill Road. The proposal will result in less than 20% of the 48-acre being cleared, and approximately one-half of the clearing will be temporary. As conditioned, impacts of the project will be adequately mitigated in the Board's view.

2. Is essential or desirable to the public convenience or welfare at the proposed location;

The project represents a significant nonresidential investment in the Town and will result in additional tax revenue and job creation, as well as other benefits as detailed in the Host Community Agreement between the applicant and the Town.

3. Will not be detrimental to adjacent uses or to the established or future character of the neighborhood;

As previously noted, the project is located 1,200 feet from Town Hill Road, and it will be screened from that road by significant existing vegetation. As conditioned, the project will be 75 feet from Abby Road, which is currently undeveloped. Commercial greenhouses as proposed will not be an obtrusive or harmful presence in the area, even if residences are some day developed in close proximity to the project. As detailed below, additional conditions have been imposed that mitigate potential concerns regarding odor

and noise.

4. Will not create undue traffic congestion or unduly impair pedestrian safety; and

The facility is projected to result in the approximate number of vehicle trips of one or two single-family homes. Neither Town Hill Road nor Abby Road currently experience significant traffic. The addition of this small amount of traffic to roads that currently operate without any concern will clearly not lead to undue traffic congestion.

5. Will not overload any public water, drainage or sewer system or any other municipal facility to such extent that the proposed use or any existing use in the immediate area of the Town will be unduly subjected to hazards affecting the public health, safety or general welfare.

There is no public water or sewer in the vicinity of the subject property. As conditioned, the project will not have substantial negative impacts on any existing use in the immediate area. The closest residence is approximately 800 feet from the proposed use. The conditions of this special permit require that all odors and noise be controlled and that there be no odor impacts at any surrounding property.

This Special Permit shall be conditional on the Applicant receiving approval as required from the Sandisfield Conservation Commission, provided such approval is not unreasonably withheld, addressing issues including but not limited to distance from the wetlands buffer zone, erosion control and stormwater management.

In addition to the Select Board's Special Permit Regulations, the Select Board shall find that the proposed use meets the specific requirements as described below, as conditions for issuing a Special Permit:

**I. General Conditions**

- A. Plans and Application Materials Incorporated Herein:** Except as specifically set forth herein, the plans and application materials submitted by the Applicant are hereby incorporated as part of this special permit, and any material divergence from such plans and materials shall require modification of this Special Permit.
- B. Compliance with Host Community Agreement:** The provisions of the Host Community Agreement ("HCA") between the Applicant and the Town are hereby incorporated by reference as conditions of this Special Permit.
- C. Enforcement:** If the Town prevails in any action to enforce any provision of this Special Permit, the Applicant shall be required to pay the Town's costs of such action, including without limitation attorney and expert witness fees.
- D. Setbacks:** Setback distance shall be 75 feet, measured in a straight line as the shortest distance between the Establishment buildings and nearest property line.

- E. Odor, Noise and Toxins:** The Applicant shall install odor and noise control technology as detailed in its Application Materials, as necessary, in such a manner that no odor or undue noise from marijuana cultivation, its processing or the manufacturing of products can be detected by a person with an unimpaired and otherwise normal sense of smell, to be determined by the Building Inspector or their designee, at any adjoining property. The Applicant shall properly maintain all odor and noise mitigation equipment to ensure maximum efficiency. No toxic discharges, whether detectible by smell or not, from the facility are permitted at any time. In the event of the Building Inspector receives a complaint regarding odor or the release of toxic materials, the Building Inspector will notify Sama of same. Sama shall identify the issue and respond within 5 working days with a plan to rectify the situation. Failure to comply with these conditions shall be grounds for revocation of this Special Permit.
- F. Security:** The Applicant shall submit a written security plan to the Sandisfield Police Department to demonstrate that there is limited burden on the Town public safety officials due to the proposed Establishment. The security plan shall include all security measures for the site and for transportation of Cannabis and marijuana products to and from off-site premises to ensure the safety of employees and the public and to protect the premises from theft or other criminal activity. A letter from the Sandisfield Police Department to the Select Board acknowledging receipt and approval of such a security plan shall be submitted as part of the Special Permit application and/or Site Plan Review. For confidentiality and security reasons, these security measures will only be submitted to and reviewed by the Sandisfield Police Department, who may only consult with the Sandisfield Fire Department on pertinent items as needed.
- G. Hours:** The Applicant shall be open and/or operating only between the hours of 6:00 AM and 8:00 PM, unless otherwise determined by the Select Board.
- H.** The 5,000 square foot processing facility is deemed by the Board to be accessory to the cultivation of marijuana grown on site and is not intended to process marijuana grown off site only. The Applicant shall not transfer any Cannabis or marijuana products to the site from any other location without express written permission by majority vote from the Board, which may require that the Applicant provide supplemental information demonstrating that such permission will not result in adverse traffic or other impacts.
- I. Town Roads:** Applicant shall be responsible for any damage to Town roads due to transport of construction materials to and from the site. Prior to and after construction, road conditions on Abby and Town Hill roads shall be evaluated with the Sandisfield DPW with video and photo-documentation. The Select Board may (at the Applicant's expense) retain an engineer or other consultants to determine the amount of damage and of any required repair or maintenance. Any payments made by the Applicant to repair such damage may be deducted from the Applicant's first year impact payments made pursuant to its Host Community Agreement with the Town. The widening of Abby Road by the Applicant shall be done on the south side of the road, with sufficient crowning and

ditching to handle water runoff.

**J. Design Guidelines:**

- 1) **Screening.** The Establishment shall be screened year-round with dense native vegetation or security fencing from all adjoining properties and public and private ways.
- 2) **Vegetation Clearing.** The clearing of vegetation shall be limited to only that which is necessary for the construction, operation, maintenance, modification and/or removal of the Establishment, but in no case shall exceed nine acres in total area.
- 3) **Construction Site:** The "Massachusetts Erosion and Sediment Control Guidelines for Urban and Suburban Areas" design guidelines shall be followed with respect to a Stabilized Construction Entrance and other relevant construction areas.

**K. Inspections:** The Establishment may be inspected annually and/or in response to any reasonable complaint, by the Building Inspector, the Fire Chief, the Police Department, or their designee(s), to ensure compliance with this Special Permit. If such inspections are the result of a complaint or determination that there has been a violation of this special permit, the reasonable costs of such inspections shall be borne by the Applicant, including independent measurements of sound levels, subsonic vibrations and/or laboratory analysis of any effluents, odor emissions or other discharges into the environment.

**L. Technical Review:** The Board may engage professional and technical consultants, at the Applicant's expense, pursuant to M.G.L. Chapter 44 § 53G to assist the Select Board with its review of materials and to ensure compliance with this Special Permit.

**M. Issuance of a valid license pursuant to M.G.L. c.94G or Certificate of Registration pursuant to M.G.L. c.94I is a condition of the Special Permit.** Copies of all licenses and permits issued to the Applicant by the Commonwealth of Massachusetts and any of its agencies shall be submitted to the Select Board.

**N. Renewable Energy Usage Required:** The Establishment shall directly offset 100% of its electricity consumption through the purchase of renewable energy in the form of a verified subscription in a Community Solar system, wind, or hydropower project, and/or renewable energy generated on site, or equivalent approved by the Sandisfield Building Inspector. The offset must be demonstrated by a sustainability plan approved by the Sandisfield Building Inspector. The Establishment must keep monthly records to verify its energy use and renewable energy credit purchases, which must be disclosed to Town officials upon request.

**O. Final Plans:** At least thirty days prior to commencement of construction, the Applicant shall submit a final plan set demonstrating compliance with all conditions hereof. If unforeseen situations arise, the Select Board may revise these conditions accordingly.

**II. Operating Conditions**

- A.** The Applicant shall submit a copy of the Provisional License or Certificate of Registration from the Cannabis Control Commission with the Select Board and the

Building Inspector prior to the issuance of a certificate of occupancy, or commencement of use, whichever occurs first.

- B. Prior to the commencement of operation, the Applicant shall provide in writing to the Chief of Police and Town Manager the names, phone numbers and email addresses of all management staff, key-holders, and a minimum of two (2) contact persons to whom complaints or inquiries associated with the Establishment shall be directed. All such contact information shall be updated as needed to keep it current and accurate. The Town Manager shall provide this information to the Board of Health, Fire Department, Building Inspector and the Select Board. The owner or manager of an Establishment is required to respond by phone or email within twenty-four hours of being contacted by a duly authorized Town official concerning their Establishment. Such contact will be made to the phone number or email address provided to the Town as the contact for the Establishment.
- C. After commencing operations, the Applicant must:
  - a) Report any incidents to the Police Department as required pursuant to 935 CMR 500.110(7) within 24 hours of their occurrence. Such reports may be redacted as necessary to comply with any applicable state or federal laws or regulations.
  - b) Report to the Building Inspector any cease-and-desist order, quarantine order, suspension order, limiting sales order, notice of hearing or final action by the Cannabis Control Commission or the Division of Administrative Law Appeals, as applicable, regarding the Establishment within 48 hours of the Applicant's receipt.
  - c) Submit copies of all reports submitted to any state agency, including, but not limited to, the reports required by 935 CMR 500.105(10)(d) describing the establishment's liability insurance coverage and the annual security system audits required by 935 CMR 500.110(8). These shall be submitted to the SPGA within 5 business days of submission to the State. Such reports may be redacted as necessary to comply with any applicable state or federal laws or regulations.
  - d) Document to the SPGA that each Establishment Agent has completed training regarding the proper handling of Cannabis prior to performing job functions. Such documentation must be provided to the Board within 5 business days of the completion of such training. Annually, the Applicant shall provide documentation to the SPGA that all Agents have received at least eight hours of ongoing training.
- D. This Special Permit shall be limited to the original Applicant and shall expire on the earliest date of either:
  - 1) the cessation of operation of the Establishment by the Special Permit holder, or
  - 2) any revocation, expiration or termination of an Applicant's license from the Cannabis Control Commission.
  - 3) any change in the Company's ownership, including without limitation a takeover, merger, sale of assets and equity, sale to another entity for which the original Applicant and/or the individuals defined as Controlling Persons do not maintain a controlling equity interest or other change in ownership, unless such change in

ownership has previously been approved in writing by the Select Board, in its discretion, or.

- 4) A determination by the Board, after public hearing, that there have been repeated and documented violations of the conditions of this Special Permit. Upon such determination, the Board may decide to modify, suspend or revoke the Special Permit.
- E. The Applicant shall annually file an affidavit with the Building Inspector demonstrating that it is in good standing with respect to its license from the Cannabis Control Commission and any other applicable State licenses.
- F. The Applicant shall notify the SPGA within 20 days of any projected or actual increase in the number of employees, amount of traffic, or extent of tree removal, grading, drainage or lighting beyond that specified in the Site Plan submitted as part of the Special Permit Application.
- G. The Applicant shall notify the SPGA and the Conservation Commission within 20 days of any increase over 10% in projected or actual peak daily water use, and of any projected or intended use of fertilizer, pesticide, rodenticide, herbicide or fungicide, whether organic or not, prior to use by the facility, beyond that specified in the Site Plan submitted as part of the Special Permit Application.
- H. The Applicant shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the local Fire Chief and Emergency Medical Services.

### **III. Abandonment & Removal**

- A. Prior to construction, the Applicant shall provide a bond or cash deposit in the amount of \$10,000.00, in a form approved by the Select Board, for the purpose of securing the removal of fencing and the commercial greenhouses from the project site in the event of abandonment.
- B. The Applicant shall notify the Building Inspector and the SPGA in writing at least 48 hours prior to the intended cessation of operation of the Establishment for a period of 12 months or more, or of the revocation, expiration or termination of the permit holder's license from the Cannabis Control Commission.
- C. The facility shall be deemed abandoned if it ceases to operate for a period of twelve (12) months.

- D. After twelve (12) months of non-operation, the Building Inspector shall provide written notification to the Applicant that such Marijuana Establishment is presumed to be abandoned. The Applicant has thirty (30) days from the issuance of such notice to rebut the presumption of abandonment by submitting evidence to the Building Inspector that the Marijuana Establishment has been in operation during the relevant twelve (12) month or that good cause exists for the non-operation and that the facility has not in fact been abandoned.
- E. If the Applicant does not respond within the thirty (30) day period or does not submit evidence that, in the discretion of the Building Inspector, proves that the facility has been in operation for the relevant twelve (12) month period or that good cause exists for the non-operation and that the facility has not in fact been abandoned, then the facility shall be deemed abandoned. The Building Inspector shall provide written notification of abandonment to the Applicant.
- F. The Applicant shall remove all traces of Cannabis and marijuana products from the Marijuana Establishment and, if requested by the Board, remove all greenhouses and fencing, or transfer it to another owner within one hundred eighty (180) days of the date of the written notification of abandonment or such further time as the Select Board may, in its sole discretion, approve. If the Applicant fails to remove all traces of Cannabis and marijuana products, and (if requested by the Board) all fencing and greenhouses within one-hundred eighty (180) days, the Town shall have the right, to the extent it is duly authorized by law, to enter onto the site and remove all traces of Cannabis and marijuana products, fencing and greenhouses, using the surety provided for such purpose.

# 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):
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:

b. Name of publication:

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:

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:

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:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



## **SAMA PRODUCTIONS, LLC**

### **PLAN TO REMAIN COMPLIANT WITH ALL LOCAL ZONING**

Sama and its entire team of owners, consultants and contractors have already been and have every intention of remaining in full compliance at all times with the Zoning Requirements of the Town of Sandisfield.

Sandisfield has one zoning district for the entire town. It requires a Special Permit for uses such as those planned by Sama for an adult-use marijuana establishment for cultivation and manufacturing. Sama applied for and was granted the required Special Permit specifically for cultivation and manufacturing of marijuana and marijuana related products on the site located at 42 South Main Street (Rte. 8).

All appropriate and necessary Building Department and Board of Health approvals will be obtained prior to Commencement of Operations to include adequate water and septic, full compliance with Building Code Requirements that will result in the issuance of a Certificate of Occupancy and any other requirements that may be mandated by the Town of Sandisfield, Massachusetts.

The Special Permit granted by the Sandisfield Select Board was properly recorded in the Southern Berkshire District Berkshire County Registry of Deeds in Book 390, Page 398 whose conditions can be seen in the copy of the Special Permit included herein.

7

TOWN OF SANDISFIELD, MASSACHUSETTS

APR 28 2021  
BY: *Deborah Harney*  
Town Clerk

**NOTICE OF RECORDING IN THE REGISTRY OF A DECISION TO  
GRANT A SPECIAL PERMIT OR ANY EXTENSION,  
MODIFICATION OR RENEWAL OF A SPECIAL PERMIT.**

8:30 A.M.

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Signed and certified this 26 day of April, 2021.

**The Board of Selectmen:**

*Brian O'Rourke*  
Brian O'Rourke, Chairman

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George Riley

*Mark Newman*  
Mark Newman

**CERTIFICATE BY THE TOWN CLERK FOR FILING OF THE DECISION IN THE  
REGISTRY**

This is to certify that twenty (20) days have elapsed since filing of the above decision with this office and no appeal has been filed, and denied in the case.

*Mary N. Kronholz*  
Signature and seal of the Town Clerk

ATTEST: Berkshire South Michelle Laramée-Jenny Register

**Town of Sandisfield, Massachusetts**  
**Decision Granting Special Permit to SAMA Productions, LLC**

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Pursuant to Section 3.B.16 of the Sandisfield Zoning Bylaw, commercial greenhouses are a use allowed by special permit from the Board. The Town has not yet adopted zoning that specifically regulates marijuana establishments. Therefore, since the Town has not voted to prohibit such establishments in accordance with the provisions of G.L. c.94G, §3, such uses must be deemed permitted within the Town's single zoning district.

Pursuant to Section 10 of the Zoning Bylaw, the Board makes the following determinations:

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2. Is essential or desirable to the public convenience or welfare at the proposed location;

The project represents a significant nonresidential investment in the Town and will result in additional tax revenue and job creation, as well as other benefits as detailed in the Host Community Agreement between the applicant and the Town.

3. Will not be detrimental to adjacent uses or to the established or future character of the neighborhood;

As previously noted, the project is located 1,200 feet from Town Hill Road, and it will be screened from that road by significant existing vegetation. As conditioned, the project will be 75 feet from Abby Road, which is currently undeveloped. Commercial greenhouses as proposed will not be an obtrusive or harmful presence in the area, even if residences are some day developed in close proximity to the project. As detailed below, additional conditions have been imposed that mitigate potential concerns regarding odor

and noise.

4. Will not create undue traffic congestion or unduly impair pedestrian safety; and

The facility is projected to result in the approximate number of vehicle trips of one or two single-family homes. Neither Town Hill Road nor Abby Road currently experience significant traffic. The addition of this small amount of traffic to roads that currently operate without any concern will clearly not lead to undue traffic congestion.

5. Will not overload any public water, drainage or sewer system or any other municipal facility to such extent that the proposed use or any existing use in the immediate area of the Town will be unduly subjected to hazards affecting the public health, safety or general welfare.

There is no public water or sewer in the vicinity of the subject property. As conditioned, the project will not have substantial negative impacts on any existing use in the immediate area. The closest residence is approximately 800 feet from the proposed use. The conditions of this special permit require that all odors and noise be controlled and that there be no odor impacts at any surrounding property.

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In addition to the Select Board's Special Permit Regulations, the Select Board shall find that the proposed use meets the specific requirements as described below, as conditions for issuing a Special Permit:

**I. General Conditions**

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- C. Enforcement:** If the Town prevails in any action to enforce any provision of this Special Permit, the Applicant shall be required to pay the Town's costs of such action, including without limitation attorney and expert witness fees.
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**N. Renewable Energy Usage Required:** The Establishment shall directly offset 100% of its electricity consumption through the purchase of renewable energy in the form of a verified subscription in a Community Solar system, wind, or hydropower project, and/or renewable energy generated on site, or equivalent approved by the Sandisfield Building Inspector. The offset must be demonstrated by a sustainability plan approved by the Sandisfield Building Inspector. The Establishment must keep monthly records to verify its energy use and renewable energy credit purchases, which must be disclosed to Town officials upon request.

**O. Final Plans:** At least thirty days prior to commencement of construction, the Applicant shall submit a final plan set demonstrating compliance with all conditions hereof. If unforeseen situations arise, the Select Board may revise these conditions accordingly.

**II. Operating Conditions**

- A.** The Applicant shall submit a copy of the Provisional License or Certificate of Registration from the Cannabis Control Commission with the Select Board and the

Building Inspector prior to the issuance of a certificate of occupancy, or commencement of use, whichever occurs first.

- B. Prior to the commencement of operation, the Applicant shall provide in writing to the Chief of Police and Town Manager the names, phone numbers and email addresses of all management staff, key-holders, and a minimum of two (2) contact persons to whom complaints or inquiries associated with the Establishment shall be directed. All such contact information shall be updated as needed to keep it current and accurate. The Town Manager shall provide this information to the Board of Health, Fire Department, Building Inspector and the Select Board. The owner or manager of an Establishment is required to respond by phone or email within twenty-four hours of being contacted by a duly authorized Town official concerning their Establishment. Such contact will be made to the phone number or email address provided to the Town as the contact for the Establishment.
- C. After commencing operations, the Applicant must:
  - a) Report any incidents to the Police Department as required pursuant to 935 CMR 500.110(7) within 24 hours of their occurrence. Such reports may be redacted as necessary to comply with any applicable state or federal laws or regulations.
  - b) Report to the Building Inspector any cease-and-desist order, quarantine order, suspension order, limiting sales order, notice of hearing or final action by the Cannabis Control Commission or the Division of Administrative Law Appeals, as applicable, regarding the Establishment within 48 hours of the Applicant's receipt.
  - c) Submit copies of all reports submitted to any state agency, including, but not limited to, the reports required by 935 CMR 500.105(10)(d) describing the establishment's liability insurance coverage and the annual security system audits required by 935 CMR 500.110(8). These shall be submitted to the SPGA within 5 business days of submission to the State. Such reports may be redacted as necessary to comply with any applicable state or federal laws or regulations.
  - d) Document to the SPGA that each Establishment Agent has completed training regarding the proper handling of Cannabis prior to performing job functions. Such documentation must be provided to the Board within 5 business days of the completion of such training. Annually, the Applicant shall provide documentation to the SPGA that all Agents have received at least eight hours of ongoing training.
- D. This Special Permit shall be limited to the original Applicant and shall expire on the earliest date of either:
  - 1) the cessation of operation of the Establishment by the Special Permit holder, or
  - 2) any revocation, expiration or termination of an Applicant's license from the Cannabis Control Commission.
  - 3) any change in the Company's ownership, including without limitation a takeover, merger, sale of assets and equity, sale to another entity for which the original Applicant and/or the individuals defined as Controlling Persons do not maintain a controlling equity interest or other change in ownership, unless such change in

ownership has previously been approved in writing by the Select Board, in its discretion, or.

- 4) A determination by the Board, after public hearing, that there have been repeated and documented violations of the conditions of this Special Permit. Upon such determination, the Board may decide to modify, suspend or revoke the Special Permit.
- E. The Applicant shall annually file an affidavit with the Building Inspector demonstrating that it is in good standing with respect to its license from the Cannabis Control Commission and any other applicable State licenses.
- F. The Applicant shall notify the SPGA within 20 days of any projected or actual increase in the number of employees, amount of traffic, or extent of tree removal, grading, drainage or lighting beyond that specified in the Site Plan submitted as part of the Special Permit Application.
- G. The Applicant shall notify the SPGA and the Conservation Commission within 20 days of any increase over 10% in projected or actual peak daily water use, and of any projected or intended use of fertilizer, pesticide, rodenticide, herbicide or fungicide, whether organic or not, prior to use by the facility, beyond that specified in the Site Plan submitted as part of the Special Permit Application.
- H. The Applicant shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the local Fire Chief and Emergency Medical Services.

### **III. Abandonment & Removal**

- A. Prior to construction, the Applicant shall provide a bond or cash deposit in the amount of \$10,000.00, in a form approved by the Select Board, for the purpose of securing the removal of fencing and the commercial greenhouses from the project site in the event of abandonment.
- B. The Applicant shall notify the Building Inspector and the SPGA in writing at least 48 hours prior to the intended cessation of operation of the Establishment for a period of 12 months or more, or of the revocation, expiration or termination of the permit holder's license from the Cannabis Control Commission.
- C. The facility shall be deemed abandoned if it ceases to operate for a period of twelve (12) months.

- D. After twelve (12) months of non-operation, the Building Inspector shall provide written notification to the Applicant that such Marijuana Establishment is presumed to be abandoned. The Applicant has thirty (30) days from the issuance of such notice to rebut the presumption of abandonment by submitting evidence to the Building Inspector that the Marijuana Establishment has been in operation during the relevant twelve (12) month or that good cause exists for the non-operation and that the facility has not in fact been abandoned.
- E. If the Applicant does not respond within the thirty (30) day period or does not submit evidence that, in the discretion of the Building Inspector, proves that the facility has been in operation for the relevant twelve (12) month period or that good cause exists for the non-operation and that the facility has not in fact been abandoned, then the facility shall be deemed abandoned. The Building Inspector shall provide written notification of abandonment to the Applicant.
- F. The Applicant shall remove all traces of Cannabis and marijuana products from the Marijuana Establishment and, if requested by the Board, remove all greenhouses and fencing, or transfer it to another owner within one hundred eighty (180) days of the date of the written notification of abandonment or such further time as the Select Board may, in its sole discretion, approve. If the Applicant fails to remove all traces of Cannabis and marijuana products, and (if requested by the Board) all fencing and greenhouses within one-hundred eighty (180) days, the Town shall have the right, to the extent it is duly authorized by law, to enter onto the site and remove all traces of Cannabis and marijuana products, fencing and greenhouses, using the surety provided for such purpose.



Town of Sandisfield  
(413) 258-4711 Ext. 3  
Sandisfieldma.gov

March 9, 2023

John Heck  
SAMA Productions, LLC  
28 Priscilla Avenue  
Yonkers, NY 10710

Dear Mr. Heck,

We are writing in response of your letter dated February 17, 2023.

There are currently no records of any costs imposed by the town that are reasonably related to the operation of SAMA Productions, LLC's marijuana facility.

Sincerely,  
Town of Sandisfield

OBO/Janey Beardsley  
Administrative Assistant  
Town of Sandisfield

April 24, 2023

The Town of Sandisfield  
Massachusetts  
Town Hall Annex  
66 Sandisfield Road Suite One  
Sandisfield, MA 01255

Attention: Jonathan Sylbert  
Town Manager

RE: Sama Productions LLC  
Host Community Agreement

Hello Jonathan,

I hope this finds you and yours well.

We've been directed by the MA CCC to request from you any records of any costs imposed by the town that are reasonably related to the operation of Sama Productions LLC's marijuana facility. As quoted:

"In accordance with M.G.L. c. 94G, § 3(d), any costs imposed on the city or town that are reasonably related to the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c.4, § 7, cl. 26. 935 CMR 500.103(4)(f); 935 CMR 501.103(4)(f)."

Much appreciated,

John

John Heck  
Sama Productions LLC  
28 Priscilla Avenue  
Yonkers, New York 10710  
914-263-6627

February 17, 2023

The Town of Sandisfield  
Massachusetts  
Town Hall Annex  
66 Sandisfield Road Suite One  
Sandisfield, MA 01255

Attention: Jonathan Sylbert  
Town Manager

RE: Sama Productions LLC  
Host Community Agreement

Hello Jonathan,

I hope this finds you and yours well.

We've been directed by the MA CCC to request from you any records of any costs imposed by the town that are reasonably related to the operation of Sama Productions LLC's marijuana facility. As quoted:

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

Would you kindly respond accordingly?

Much appreciated,

John

John Heck  
Sama Productions LLC  
28 Priscilla Avenue  
Yonkers, New York 10710  
914-263-6627



480 WEST STREET  
PITTSFIELD, MA 01201

59 INTERSTATE DRIVE  
WEST SPRINGFIELD, MA 01089

413.448.8281  
[18DEGREESMA.ORG](http://18DEGREESMA.ORG)

To whom it may concern:

18 Degrees is pleased to accept a monetary donation from SAMA Productions.

Thank you for bringing new beginnings to light for the children, youth, and families we serve.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sarah Cook", with a long, sweeping underline.

Sarah Cook  
President and CEO  
18 Degrees



## **REVISED PLAN FOR POSITIVE IMPACT**

SAMA Productions has a strong interest in being a responsible member and contributor to the community of Sandisfield and to that of Berkshire County. This interest extends to addressing Areas of Disproportionate Impact. The closest Area, as defined by guidance issued by the CCC, is Pittsfield, which is about 35 miles driving distance from Sandisfield.

### **GOAL 1: DONATIONS**

SAMA plans to donate an annual amount equal to **one-half of one percent of its net profits** to three worthy nonprofit organizations, collectively, within Pittsfield. These organizations are:

**BERKSHIRE BRIDGES**—Berkshire Bridges supports the journey from poverty to sustainability by collaboratively building community resources and removing barriers. Berkshire Bridges goal is to improve individual, institutional, and social fairness and respect in the community and thus to support individuals moving out of poverty.

**KIDS' PLACE**—Berkshire County Kids' Place and Violence Prevention Center, Inc. provides an interdisciplinary, cooperative team approach to address the needs of children subjected to violence as victims or as witnesses and to their non-offending family members. The center provides a safe, caring, home-like atmosphere that coordinates the combined knowledge of law enforcement, social service, medical, prosecutorial, and mental health agencies to ensure an effective response to childhood trauma.

**18 DEGREES**—18 Degrees promotes the wellbeing of children and youth, and the strength of families to build better communities in

Western Massachusetts. We provide education, parenting skills and support, prevention and intervention, advocacy, and life skills across a spectrum of programs serving children, young people, individuals and families in four areas: early education and care; foster care and adoption; child and family well-being; youth and community development.

## **GOAL 2: INTERNSHIPS**

SAMA will also explore providing internships to qualifying Berkshire Community College students interested in cannabis cultivation, greenhouse operations and plant sciences. The vision of the program would be to supply the intern with a thorough introduction to all aspects of the cannabis cultivation process. The internships would be defined as such:

- Six-month duration
- One intern per duration period
- At least one internship per calendar year
- Advertised via internal Berkshire Community College communications methods, i.e. intern listings, activity boards, etc.
- The intern program covers all aspects of operations, including growing methods, planting procedures, METRC tracking, harvesting procedures, security and handling protocols, and all other applicable operating procedures.

## **GOAL 3: HIRING FROM AREAS OF DISPROPORTIONATE IMPACT**

SAMA anticipates a small workforce and will give hiring preference to Sandisfield residents as applicable to the Host Community Agreement signed with the town. However, in the event that our workforce needs require it, SAMA will participate in appropriate job fairs within the closest Areas of

Disproportionate Impact and in the surrounding Western Massachusetts region. This goal will be defined as such:

- At least 50 percent of necessary hires outside of Sandisfield residents as applicable to the Host Community Agreement will come from Areas of Disproportionate Impact
- As workforce needs require, SAMA will participate in job fairs located in appropriate Areas of Disproportionate Impact, including Pittsfield
- As workforce needs require, SAMA will advertise open positions on the online application *Indeed*. These advertisements will specify hiring opportunities for Pittsfield residents and other Areas of Disproportionate Impact.
- METRICS:
  - Of the number of hires necessary outside of Sandisfield residents, as required in the Host Community Agreement, at least 50 percent are residents of Pittsfield or another Areas of Disproportionate Impact?
  - Under the same applicable hiring conditions above, advertisements were placed on the online app, *Indeed* as described.

### **ACKNOWLEDGEMENTS**

SAMA acknowledges that the progress or success of the above goals must be documented upon license renewal. SAMA will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by SAMA will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



August 13, 2024

SAMA Productions, LLC  
42 South Main Street  
Sandisfield, MA 01255

Dear Mr. Heck,

I acknowledge your request for a monetary donation from SAMA Productions, LLC to the Berkshire County Kids' Place & Violence Prevention Center, Inc. (Kids' Place).

Kids' Place is a 501(c)(3) nonprofit organization in good standing. Contributions made without the exchange of goods or services are tax-deductible to the extent permitted by law.

Thank you for being so supportive of the Kids' Place mission. If you have any questions, please contact me at [hwilliamson@kidsplaceonline.org](mailto:hwilliamson@kidsplaceonline.org) or 413-499-2800 ext. 103.

Sincerely,

A handwritten signature in blue ink, appearing to read "Heather Williamson".

Heather Williamson  
Program Director



Fully accredited by the National Children's Alliance  
63 Wendell Avenue - Pittsfield, MA 01201 - (413) 499-2800 - Fax 413-496-9327  
Website: [www.kidsplaceonline.org](http://www.kidsplaceonline.org)



*Sec. State. ma. us*

**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: 0014478861. The exact name of the limited liability company is: SAMA PRODUCTIONS, LLC

## 2a. Location of its principal office:

No. and Street: 28 PRISCILLA AVENUE  
 City or Town: YONKERS State: NY Zip: 10710 Country: USA

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

No. and Street: 390 MAIN STREET STE 2  
C/O MCCORMICK, MURTAGH & MARCUS  
 City or Town: GREAT BARRINGTON State: MA Zip: 01230 Country: USA

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

APPLYING FOR A LICENSE

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

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

Name: KATHLEEN M. MCCORMICK  
 No. and Street: 390 MAIN STREET STE. 2  
C/O MCCORMICK, MURTAGH & MARCUS  
 City or Town: GREAT BARRINGTON State: MA Zip: 01230 Country: USA

I, KATHLEEN M. MCCORMICK 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	JOHN HECK	28 PRISCILLA AVENUE YONKERS, NY 10710 USA

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	KATHLEEN MCCORMICK	390 MAIN STREET STE. 2 GREAT BARRINGTON, MA 01230 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	KATHLEEN MCCORMICK	390 MAIN STREET STE. 2 GREAT BARRINGTON, MA 01230 USA

**9. Additional matters:**

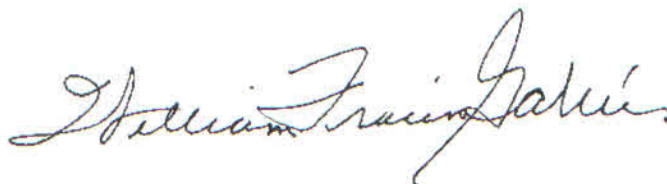
**SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of July, 2020,**  
JOHN HECK

*(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:

July 15, 2020 04:58 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

## **SAMA PRODUCTIONS LLC**

William Luzier is not a person with a direct or indirect interest in Sama Productions, LLC as defined by 935 CMR 500.00 et seq. William Luzier has been providing consultant services on the licensing process and his services will cease when the application is deemed complete. As an attorney he will continue to be the resident agent for service of process for Sama Productions, LLC.

John Heck  
Principal  
914-263-6627

## **OPERATING AGREEMENT OF SAMA PRODUCTIONS, LLC**

Agreement made this 15<sup>th</sup> day of July, 2020 by and between G. William Heck of Coconut Creek, Florida, John J. Heck of Yonkers, New York, Jerad Lauzier of Bend, Oregon and David Ross of Bend, Oregon (collectively, the Members of Sama Productions, LLC pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

The definition of the term "limited liability company" in the Act specifically provides that the limited liability company must have one or more members. A Massachusetts limited liability company is automatically dissolved (subject to a right to continue) if, at any time, it has no members.

1. *Name of LLC:* The name of the LLC is Sama Productions, LLC (the "LLC").
2. *Business of LLC; Purposes:* The general character of the business of the LLC is applying for a license with the Cannabis Control Commission and any other business it may choose to pursue
3. *Management:*
  - A. Subject to the provisions of this Agreement, the overall management and control of the business and affairs of the LLC, as well as all responsibilities not specifically reserved to the Members, shall be vested in the Managers.
  - B. The Managers shall have the authority to administer, conduct and operate the LLC's business subject to majority approval of Members with voting interest on transactions and expenditures over \$10,000. Specifically, but not by way of limitation, the Managers shall be authorized, for and on behalf of the LLC to do the following:
    - (i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLCs assets and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;
    - (ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;
    - (iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;

(iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(vi) to cause the LLC's property to be maintained and operated in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by the MA CCC, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;

(vii) to cause necessary and proper repairs to be made, and supplies necessary for the proper operation, maintenance and repair of the LLCs property to be obtained;

(viii) to lease, sell, finance or refinance all or any portion of the LLC's property; and

(ix) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.

C. G. William Heck, John J. Heck, Jerad Lauzier and David Ross are hereby designated as the Managers of the LLC. Any Manager may withdraw or be removed as a Manager of the LLC, and other persons may be added or substituted as Managers, only in the manner specified in Section 3

D. Any Manager may hold an interest in the LLC as a Member, and such person's rights and interest as a Manager shall be distinct and separate from such person's rights and interest as a Member.

E. No payment shall be made by the LLC to any Manager or Member for such Manager or Member's services as a Manager or Member, except as provided in this Agreement. Each Manager shall be entitled to reimbursement from the LLC for all expenses incurred by such Manager in managing and conducting the business and affairs of the LLC. The Managers shall determine which expenses, if any, are allocable to the LLC in a manner that is fair and reasonable to the Manager and the LLC.

F. No Manager may resign from, retire from, abandon or otherwise terminate his, her or its status as a Manager except after 60 days' written notice to all Members. If a Manager

has given such notice, such Manager shall not unreasonably withhold his, her or its approval of any proposed new Manager who has the Consent of the other Members.

G. A Manager's status as a Manager may be terminated at any time by unanimous action of the other Members. If the terminated Manager is also a Member, no such termination shall modify such person's rights or obligations as a Member.

H. Additional or substituted Managers may be selected from among the Members (or may be admitted, as both Managers and Members, to the LLC) at any time upon the written approval of, and with such rights, obligations, responsibilities and economic interest as may be approved by the majority approval of the Members.

4. *Office of the Limited Liability Company.* The address of the office of the LLC for purposes of Section 5 of the Act is Abby Road, Sandisfield Massachusetts 01255.

5. *Agent for Service of Process.* The name and address of the resident agent for service of process for the LLC is William Luzier, 26 Riverdale Street, Allston, MA 02134.

6. *Members' Names and Business Addresses.* The names and business addresses of the Members are set forth on Schedule A attached hereto.

7. *Term of the LLC.*

A. The term of the LLC commenced July 15, 2020 upon filing on the date hereof a Certificate of Organization in the Office of the Secretary of State of the Commonwealth of Massachusetts. The term shall continue until the LLC is terminated by agreement of the Members unless earlier dissolved upon the occurrence of an event of dissolution under Section 43 of the Act (subject to the right to continue the LLC contained in Section 7(b) below or pursuant to the Act).

B. The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any such event. Members whose capital contributions to the LLC represent at least a majority of the capital contributions made by all Members shall make any such election.

8. *Capital Contributions, Capital Accounts, and Liability of Members.*

A. Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule A hereto. Any Member may make additional capital contributions if agreed to by all Members.

B. Except as otherwise provided in this Section 8, no Member shall be obligated to contribute any additional capital to the LLC. No interest shall accrue on any contributions

to the capital of the LLC, and no Member shall have the right to withdraw or be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

C. A "Capital Account" shall be maintained for each Member and adjusted in accordance with Regulations under Section 704 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such Regulations, the adjustments to such Capital Accounts shall include the following: (i) there shall be credited to each Member's Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC and such Member's share of the net profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and (ii) there shall be charged against each Member's Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the net losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

D. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his/her, their or its capacity as a Member shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

9. *Voting Rights.* The Members shall vote on all matters coming to the Members for approval in accordance with their Voting Interests on Schedule B. The following items shall automatically trigger a vote by the Members:

- (a) Capital expenditures over \$10,000.
- (b) Decisions that will impact capital accounts.
- (c) Decisions that will impact company value.

10. *Application of Revenue.* Revenue shall be applied as follows: first to operating expenses, second to one year of operating expenses to be held in reserves, third Members shall elect by majority to reserve revenue for reinvestment or to distribute in accordance with Sections 11 and 12.

11. *Return of Contributions.* Prior to making any distribution to Members, contributions of Principal shall be returned to Members *Pari Passu* until fully returned. The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by all Members.

12. *Share of Net Profits, Net Losses and Cash Distributions.*

- A. After contributions have been fully returned in accordance with Section 11, investors shall be distributed a 25% return on their contribution ("Return").
- B. Once Return of Contribution and Return has been made, distributions shall occur in accordance with Schedule C.
- C. During the term of the LLC, the net cash flow, net proceeds of any sale or refinancing of any property of the LLC, and any other distributions of cash or other property of the LLC, shall be allocated among the Members in proportion to their respective ownership percentages. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Members shall determine.
- D. Distributions of net proceeds of liquidation of the LLC (whether of cash or other assets) shall be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of net profits or net losses and items thereof through the date of liquidation pursuant to Section 10(f)) in proportion to and to the extent of such positive balances.
- E. A Member, regardless of the nature of his or her contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time, and from time to time, make distributions in kind to the Members. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members.
- F. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for purposes of adjusting Capital Account balances as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(b). Net profits and net losses of the LLC shall be allocated among the Members in proportion to their respective capital contributions. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Treasury Regulations under I.R.C. § 704(b), and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.
- G. No Member shall have any right to distributions representing his or her membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth in this Agreement.

13. *Substitution and Assignment of a Member's Interest; Resignation; Additional Members.*

A. No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the other Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

B. No member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without first offering the member's interest to the other Members of the LLC.

C. No assignee of the interest of a Member may be substituted as a member of the LLC without the unanimous written consent of all other Members.

A Member may not resign from or otherwise terminate his or her membership in the LLC without the prior approval of all other Members. If at any time a Member is determined by the Cannabis Control Commission to be unfit, their membership shall be suspended, the cause for the CCC determination reviewed and their continued membership voted upon only by the remaining members, with the possibility of the member in violation having their membership terminated for cause. If a Member voluntarily terminates their membership or is terminated by the LLC for cause, the other Members may, by unanimous vote, cease all payments of Return of Contribution and Return and may take any other action deemed necessary, by unanimous vote. For the purposes of this Agreement, "cause" shall be deemed to exist if Member shall have:

- a. Violated the terms of the noncompetition and proprietary information provisions contained in this agreement;
- b. Committed a felony or a crime involving actions damaging to the LLC or any of its members;
- c. Engaged in serious misconduct which is demonstrably injurious to LLC;
- d. Engaged in fraud, theft, embezzlement or dishonesty with respect to LLC; or,
- e. Committed a tort in the performance of Member's duties which is substantially injurious to LLC.

E. Additional Members may be admitted to the LLC if agreed to by all Members.

14. *Non-Compete and Proprietary Information.* The Members agree not to compete (own, operate or work at) any Marijuana Establishment in the Commonwealth of Massachusetts for a period of five (5) years from the date of resignation by Member. After resigning, the Member is prohibited from using any proprietary information owned or created by the LLC.

## *15. Miscellaneous.*

- A. The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books.
- B. Such books shall be kept on the accrual method of accounting or on such other method of accounting as the Members may from time to time determine and shall be closed and balanced as of December 31 each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.
- C. The Members shall cause the LLC to maintain one or more accounts in a bank (or banks), which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Managers for the purposes specified in this Agreement.
- D. Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns, and each and every successor in interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, and each party shall hold such interest subject to all of the terms and provisions of this Agreement.
- E. No changes, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members. Additional investments by Members shall be permitted by unanimous written approval of existing Members.
- F. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
- G. This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members, notwithstanding that all Members have not signed the same counterpart.
- H. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a member who is such a creditor of the LLC.

I. The Members hereby agree that no Member or any successor in interest to any Member shall have the right while this Agreement remains in effect to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned, and that each Member, on behalf of himself or herself, his or her successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his or her interest in the LLC shall be subject to the limitations and restrictions of this Agreement.

J. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement under penalties of perjury as of the date first above written.

  
G. William Heck - Member

  
John J. Heck - Member

  
David Ross - Member

  
Jerad Lauzier, Member

Schedule A  
Membership/Capital Contributions

Names/Address	Capital Contributions
John Heck 28 Priscilla Avenue Yonkers NY 10710-3606	\$200,000
David Harlan Ross 63176 Nels Anderson Road, Suite 150 Bend, OR 97701	\$200,000
G. William Heck 6574 North State Road 7, #320 Coconut Creek, FL 33073	\$1,200,000
Jerad Lauzier 63373 Deschutes Market Road Bend, OR 97701	\$0

Schedule B  
Voting Interest

Names/Addresses	Distribution Percentage
John Heck 28 Priscilla Avenue Yonkers NY 10710-3606	12.5%
David Harlan Ross 63176 Nels Anderson Road, Suite 150 Bend, OR 97701	38.75%
G. William Heck 6574 North State Road 7, #320 Coconut Creek, FL 33073	38.75%
Jerad Lauzier 63373 Deschutes Market Road Bend, OR 97701	10%



William Francis Galvin  
Secretary of the  
Commonwealth

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

September 21, 2021

TO WHOM IT MAY CONCERN:

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

**SAMA PRODUCTIONS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 15, 2020.**

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: **G. WILLIAM HECK, DAVID HARLAN ROSS, JOHN HECK, JERAD M. LAUZIER**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **G. WILLIAM HECK, DAVID HARLAN ROSS, JOHN HECK, JERAD M. LAUZIER, WILLIAM LUZIER**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JOHN JOSEPH HECK, WILLIAM LUZIER**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L1932977344  
Notice Date: September 22, 2021  
Case ID: 0-001-289-030



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SAMA PRODUCTIONS, LLC  
28 PRISCILLA AVE BLDG 28  
YONKERS NY 10710-3606

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

The Commissioner of Revenue certifies that, as of the date of this certificate, SAMA PRODUCTIONS, 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

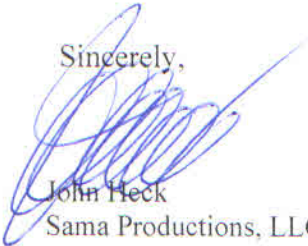
Edward W. Coyle, Jr., Chief  
Collections Bureau

## SAMA PRODUCTIONS

### Department of Unemployment Assistance

SAMA has contacted the Massachusetts Department of Unemployment Assistance (DUA) and has been informed that the DUA is unable to issue a Certificate of Good Standing until such time as SAMA Productions, LLC has employees.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Heck", is written over the printed name.

John Heck  
Sama Productions, LLC  
914-263-6627

# **Sama Productions, LLC**

## **Business Plan**

Sama Productions, LLC (Sama), a Massachusetts limited liability entity, was formed for the purpose of pursuing the Cultivation and Manufacturing of marijuana in the state of Massachusetts within the strict guidelines of the MA Cannabis Control Commission (CCC). Ownership of Sama is outlined in a separate document.

Land has been identified in Sandisfield, MA for this purpose and Sama has negotiated with the landowner for the lease of sufficient area to accommodate 100,000 square feet of canopy plus a 5,000 square foot warehouse. A comprehensive budget has been generated that identifies total project costs for such an installation and projections for various revenue events. Included are rough cost projections for: site acquisition, development and preparation; approvals for cultivation and buildings to be used for indoor growing; processing and manufacturing (drying and distillate production); soil preparation; germination; planting; extraction equipment purchase and installation; supplies and materials; operations; staffing; insurance; marketing; distribution; transportation; legal and accounting; taxes; regulatory compliance; community relations; etc. A full Standard Operational Procedures write up has been completed and will be included in the CCC applications.

It's expected that the yield from 100k sqft of greenhouse cultivation will be about 5,000 lbs. of THC oriented biomass. This will be a once a year event with a planned harvest in the fall of each year. Processing will occur on site with an expected extraction yield of 8-10%, yielding 400-500 lbs. of distillate which equals between 145,280 to 272,400 grams. These can, at a minimum, be sold wholesale with a very reasonable expectation for \$20/gram. We are discussing internally the idea and viability of developing our own brand for retail distribution. First year operating costs (including all infrastructure investment) will be included with the initial budget. Second year and beyond operating costs, that are also estimated and outlined under separate cover, will be determined by the type of machinery we decide upon and will be a fraction of the first-year costs.

A possible supplemental indoor operation is also being considered and will consist of three flower rooms with planting schedules staggered by 30 days. This will create a perpetual harvest of about 100 lbs. per month of total usable high-quality biomass. Of the 100 lbs., 60 lbs. will be top shelf, hand trimmed flowers, and the remaining 40 lbs. will go to desirable hydrocarbon extracts such as shatter, nectar, sauce, and diamonds. Our costs of producing indoor biomass have been estimated and outlined in the budget. Wholesale prices for flower can vary and are currently between \$3800 and \$4000 per pound based off overall quality and testing results. For budgetary purposes our financial projections are projected sales price is \$2400 per pound. We're estimating that once turned into extracts, the biomass (called 'trim') could be worth close to \$9000 per pound. Combined indoor flower and extract sales could gross up to \$175,000 per month.

If it is decided by the partners to activate the three grow rooms in addition to the other planned canopy that will together total 100k sqft., it will be designed to have minimal monthly overhead and can be managed by a two-person team. Consistent, year-round, production allows us to show off our brand as

well as develop a name in the mass marketplace and maintain shelf space in the dispensaries we choose to work with.

The flower is organically grown using worm compost and dry fertilizer amendments, so the soil can be composted and reused after each cycle. A 30-day harvest cycle guarantees that our product will be fresh and gives us the opportunity for constantly evolving flavor options depending on market demand. Each room will house at least 5 different strains.

Furthermore, the indoor cultivation acts as a space to over-winter genetics for the seasonal outdoor cultivation. After a market analysis we can choose to expand our indoor canopy as needed.

Our partners are very familiar with demand that is occurring in states with adult-use approvals in place, particularly Oregon. Additionally, we're reaching out to marketing and data research firms such as BDS Analytics to assess and track a diverse range of relevant information. We'll have the opportunity to manufacture a wide range of products that will enable us to pursue multiple markets from simply wholesaling the distillate to developing our own brand. We all agree that the base case is best to consider for current planning purposes. In that regard, we have a high confidence that per gram sales can be easily achievable. Currently, \$20 per gram is a VERY reasonable expectation for a minimum price. It could quite easily exceed that.

The competition in this space is substantial, increasingly well-capitalized and growing quickly. From what we've seen most of those with licenses or applications in MA are planning on only indoor grow operations using artificial light sources. MA CCC reports companies with approval to "Commence Operations"; others with Final approvals awaiting green light to commence operations; and more with permission to start but with full approvals pending and others who have submitted the "required packets". The Control Commission's website has a clear description of the process and sequencing necessary to obtain approvals and we are using the expert advice of deeply experienced professionals who have been involved with the legalization of marijuana since the CCC was formed. Ongoing discussion among ourselves will be essential to remain flexible and nimble to market dynamics. For comparison, Oregon has 600 licensed businesses in each category with less overall population.

Most of the current competitors using indoor growing operations have per pound costs of approximately \$500, with little prospects of being able to lower them. Our partners are very aware of issues that prompted growers to shut-down their indoor growing, and we are seeing such fallout, in places around the US where marijuana has been legalized for some time. The cost of our production in MA is being evaluated and we are confident that our per pound costs will be competitively less than other indoor grow operations. This alone will create an enormous competitive advantage at the outset that could easily last for several years, as it's time consuming to learn how to compete with what our partners know already. It will also provide us with long term protections as market prices fluctuate. Additionally, the Northeast is in the nascent stages and has better demographics than Oregon.... far less producers and a larger population.

We've identified several well capitalized competitor companies (<https://www.acreageholdings.com/>; <https://www.gtigrows.com/>; <https://www.cultivatemass.com/>). Many companies have established medical dispensaries. Some acquire ingredients from third parties and some control seed-to-consumer production. Again, we feel that our quality control and cost of production will be so competitive that we are assured of, at minimum, being able to sell our entire first year's production with relative ease at no

less than \$20 per gram, giving us a complete return of initial investment (Totals TBD) and a profit. The foundation of high quality, organically and environmentally responsible cultivation will help us stay competitive. (It should be noted that the indoor grow operations are not only expensive but non-competitive environmentally (power, water, waste, etc.)). Our annual operating costs, using the latest environmentally advanced technologies, will remain low. This will thereby allow us the opportunity to explore new products and multiple sources of revenues as the markets mature and better insure a substantial profit.

The timing for the launch of our first plantings will be dependent on the approvals from the MA CCC. We are fully prepared to begin construction with the first suitable weather upon the CCC's issuance of a Preliminary License and their approvals of our building plans.



September 22, 2021

Mr. John Heck  
Member  
Sama Productions, LLC  
28 Priscilla Avenue  
Yonkers, New York 10710

Dear John,

Thank you for providing NFP the opportunity to discuss your insurance needs for Sama Productions, LLC's upcoming project to be located in Sandisfield, MA.

This will serve to confirm Sama Productions' intended compliance with all MA state, local and CCC requirements for appropriate marijuana related insurance coverages for their cultivation and manufacturing businesses at their location at 42 South Main Street, Sandisfield, MA.

We will arrange for the provision of general and product liability with a minimum of \$1 million per occurrence and at least \$2 million in aggregate annually with no more than a \$5,000 per occurrence deductible.

Should you have any question, please feel free to contact me immediately.

Thank you, again.

Cordially,

A handwritten signature in black ink, appearing to read "Jason Kunz", written over a horizontal line.

**Jason Kunz, CIC**  
Sr. Account Executive  
Commercial Insurance  
PO Box 936 | 571 NW Pacific Ave | Chehalis, WA 98532  
P: 360.996-3071 | F: 360.748.7260 | [jason.kunz@nfp.com](mailto:jason.kunz@nfp.com) | NFP.com

PO Box 936 / Chehalis, WA 98532 / (360) 748-8855 / NFP.com

Insurance services provided through NFP Property & Casualty Services, Inc., a subsidiary of NFP Corp. (NFP). Doing business in California as NFP Property & Casualty Insurance Services, Inc. (License # 0F15715).



JOHNHEC-01

JENANEWBY

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. PO Box 936 Chehalis, WA 98532-0936	CONTACT NAME:		
	PHONE (A/C, No, Ext): (360) 748-8855	FAX (A/C, No): (360) 748-7260	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Knight Specialty Insurance Company	15366	
INSURED  Sama Productions, LLC 28 Priscilla Ave Yonkers, NY 10710	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		KSQSG00297400	7/29/2024	7/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property			KSQSPR00297400	7/29/2024	7/29/2025	Building 350,000
A	Property			KSQSPR00297400	7/29/2024	7/29/2025	Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder is listed as additional insured and loss payee with respects to: 42 South Main St., Sandisfield, MA 01255

## CERTIFICATE HOLDER

## CANCELLATION

Abbey Road Land, LLC 6574 North SR#7, Unit 320 Coconut Creek, FL 33073	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## **Maintaining Financial Records**

Sama will use an in-house bookkeeper in conjunction with standard bookkeeping software for both its cultivation license as well as its manufacturing. Inventory, expenses, cogs, accounts payable, accounts receivable, monetary transactions, assets, liabilities, record of loss, vendors, purchase orders, invoicing, bank deposits, payroll, stipend, executive compensation, bonus, benefit, journals, ledgers, and supporting documents, agreements, checks, invoices, sales records and vouchers will be maintained through this software to be able to properly prepare statements as well as reconciliations for municipal, state and federal payments. In the event of audit Sama will be able to produce accurate books in an appropriate time frame for the requesting authority. Sama will maintain records of books for the entirety of its corporate lifespan. Bookkeeping will be done through online software that “saves the work as is made” as well as storing data through outside servers to ensure protection against a potential local crash. Physical backups will be made quarterly and kept in a secured location for secondary protection against server issues. Following closure of Sama, all records will be kept for two years in a location acceptable to the Commission.

## **Sama- Restricting Access To Age 21 And Older**

Signs will be posted at every entrance of the facility to make it common knowledge that this facility is a "Limited Access Area", that does Not Allow persons under the age of 21 and on site. Signs will also be posted at the front door of the facility

Examples:

(NOTICE - No Persons Under 21 Allowed)

(NOTICE - All Visitors Must Sign In & Show I.D.)

(NOTICE - Limited Access Area Authorized Personnel Only)

(Danger - Keep Out - No Trespassing)

All inbound traffic must be funneled through one point (Main Office) for ID check by a qualified employee (General Manager or other badged employees).

All visitors must sign in via. The Visitor Log Binder; with a driver license or CCC badge that lists; name, license #, and reason for visiting. Sign in sheets will be kept on file indefinitely in the Visitor Log. All visitors will be assigned the appropriate "visitors badge" to be worn at all times (#101-102-103-104-105) while on the premises.

Visitors will be assisted by badged employees at all times. Date and time of visit will be recorded in the Visitors Log Binder. Employees will date & sign each visitation.

All employees must complete a background check followed by an agent registration attestation & acknowledgement form. An agent badge issued by the Massachusetts CCC will be issued to each employee. As part of the hiring process, employees must provide valid ID and complete all the agent registration requirements before being hired. Copies of these documents will be kept on file indefinitely.

# **SAMA PRODUCTIONS, LLC**

## **QUALITY CONTROL AND TESTING**

### **Quality Control**

SAMA will process marijuana in a safe and sanitary manner and will process the leaves and flowers of the marijuana plant only, which shall be well cured and generally free of seeds and stems; free of dirt, sand, debris, and other foreign matter; free of contamination by mold, rot, other fungus, and bacterial diseases; Prepared and handled on food-grade stainless steel tables; and packaged in a secure area. marijuana products, shall comply with the following sanitary requirements:

Any agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements; Any agent working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including: Maintaining adequate personal cleanliness; and washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices; There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;

Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);

Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;

There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;

Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;

All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable; All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products; A Marijuana Establishment's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;

Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and wastewater lines;

A Marijuana Establishment shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair; 14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and

All Marijuana Establishments, including those that develop or process non-edible Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.

### **Requirements for testing**

No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

SAMA will have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols

identified in 935 CMR 500.160(1). The policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification must be from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly. SAMA will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. SAMA will maintain the results of all testing for no less than one year;

# **SAMA PRODUCTIONS**

## **ENERGY COMPLIANCE PLAN**

### **ENERGY EFFICIENCY AND CONSERVATION PROCEDURES**

*Sama will be cultivating cannabis in greenhouses with the primary source of light being the sun. A photon meter will measure the sunlight intensity and trigger the artificial lighting to come on in low sunlight scenarios such as cloudy days. In this case, the artificial light is used to increase the weight usable cannabis product per square foot of growing area thus maximizing any inputs such as water, fertilizer, propane heating, and labor. When artificial light is used, it will be 1000w lights on 12ft spacing down the row with 7ft in between rows. This light spacing will more than satisfy the requirements set forth by the CCC. Sama will use data logging sensors in each greenhouse. The farm will determine a baseline for each variable to monitor and involve trained professionals to help conserve resources. Sama's greenhouses are a unique design that involves a double layer of greenhouse film which creates a 2-3ft thermal bubble around the growing area. This thermal bubble is very crucial to conserving heat, also due to the nature of this design, condensation that forms from the warm greenhouse meeting the cold outside air will form and be contained in this layer, thus requiring less dehumidification efforts. Data from the performance of Sama's greenhouses will be happily shared with any appropriate state agencies. In the event of equipment failure/ replacement, Sama will conduct in depth research to determine if a better or more efficient model can be introduced. Sama will work with local solar providers to create a plan to integrate solar panels into the property and supplement the main power as applicable. Sama will monitor energy demand and adjust as necessary. Sama will strive to use the minimal amount of energy possible. The lead cultivator will monitor and record the consumption of power, propane, and water monthly. Any usage level outside of the normal pattern will trigger an onsite inspection of equipment by a trained professional. Each day employees will monitor equipment for weird noises, or anything suspicious.*

## **ENERGY COMPLIANCE PLAN**

- Sama Productions LLC ("Sama") has developed the following Energy Compliance Plan to ensure that its proposed Cultivation facility remains in compliance with the energy efficiency and conservation regulations codified in 935 CMR 500.103(1)(b), 500.105(1)(q), 500.105(15) and 500.120(11).
- Sama will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.
- Energy Efficiency and Equipment Standards Sama will maintain compliance at all times with the Commission's minimum energy efficiency and equipment standards and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00:
- Air Pollution Control. Sama will adopt and use additional best management practices as determined by the Commission to reduce energy.
- Building Envelope The building envelope for Sama's cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 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.

### **Lighting:**

- Sama's lighting at the facility will meet the following compliance requirements:
  - \* 1. Horticulture Lighting Power Density will not exceed 50 watts per square foot; or
  - \* 2. All horticultural lighting used in the facility will be listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1  $\mu\text{mol/J}$  (micromoles per joule).
  - \* 3) In the event that Sama seeks to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, Sama will seek a waiver pursuant to 935 CMR 500.850 and provide documentation of third-party certification of the energy efficiency features of the proposed lighting.

Sama will establish and document safety protocols to protect workers (e.g., eye protection near operating Horticultural Lighting Equipment).

### **Strategies to Reduce Electric Demand**

- Sama is pursuing the following strategies to reduce electric demand.
- Sama will work with contractors to create an energy efficient lighting plan and plans on implementing low amperage/wattage LED lighting wherever possible. Programs may include lighting schedules, active load management, and energy storage programs.
- As the need and opportunity for facility upgrades and maintenance arise in the future, Sama will continue to evaluate strategies to reduce electric demand. Opportunities for Engagement with Energy Efficiency Programs.
- Sama also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other potential energy saving programs and initiatives.
- Sama will also coordinate with its utility companies to explore any energy efficiency options available to Sama.

### **HVAC and Dehumidification**

- Sama's Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).
- As part of the documentation required under 935 CMR 500.120(11)(b), Sama will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.

## **SAMA PRODUCTIONS LLC**

The visitor policy outlines procedures for visitor approval and recordkeeping. All visitors will be logged in and out, and a visitor log will be available for inspection by the Cannabis Control Commission at all times. All outside vendors, contractors, and visitors will obtain an identification badge before entering a limited access area and will be continuously escorted by an agent authorized to enter the limited access area. Agents are required to immediately report security breaches and incidents of non-compliance. Unannounced visitors at any SAMA Productions, LLC facility are prohibited, except for those Cannabis Control Commission representatives and other designated officials acting following state law and Cannabis Control Commission regulations.

### *Identification Badge Required*

Each agent, contractor and visitor will be in possession of an identification badge when on company property and is responsible for the safekeeping of their badge. The purpose of the identification badge policies and procedures is to enhance the security and safety of SAMA Productions, LLC agents, customers, physical and financial assets.

### *Types of Badges*

Agents are issued license cards by the Cannabis Control Commission, which serve as their identification badge. Temporary identification badges which serve as a temporary replacement identification for an agent who has reported a lost or stolen badge. Contractors will be issued a contractor badge and visitors will be issued a visitor badge.

#### *– Visitor Badge*

All visitors to any SAMA Productions, LLC facility are required to sign in and receive a visitor's badge if they will be accessing limited access areas of these facilities. The agent providing access will ensure the Visitor Log is properly updated and the policies herein are followed. The Chief Operating Officer will ensure all agents are trained to issue visitor badges to visitors entering SAMA Productions, LLC facilities. Visitors should be instructed to wear their badge properly while in limited access areas. Visitors may not take their badge off-site.

#### *– Agent Badge*

All agents will wear their Cannabis Control Commission issued occupational license or registration card when in any SAMA Productions, LLC facility. Only SAMA Productions, LLC issued badge display devices (lapel/pocket clips, armbands, and lanyards) are allowed.

The badge will be worn above the waist and be visible at all times to others while in SAMA Productions, LLC facilities. While performing work in other areas, agents are required to have their badges readily available. Display practices may be modified by the Chief Operating Officer for special work conditions.

- Temporary Badge

Any agent who forgets his or her license identification card should immediately notify the Manager to obtain a temporary badge.

- Contractor Badge

A contractor is a vendor, supplier, professional service representative or consultant (contractor) who has management approved business with the company. Contractors are required to sign in and receive an identification badge if they will be accessing limited access areas of any facility. Contractors who will be in the facilities for only one day or less will be provided a Visitor Badge. All agents will be trained to issue visitor badges to contractors entering SAMA Productions, LLC facilities. Contractors should be instructed to wear their badges properly while in limited access areas of the SAMA Productions, LLC. An agent will continuously escort all contractors while in limited access areas.

#### *Badge Issuance Authority*

Agent license cards are issued by the Cannabis Control Commission. No agent may work or volunteer in a facility unless they are registered with the Cannabis Control Commission. The Chief Operating Officer or a manager will issue a contractor badge. The Chief Operating Officer, a department manager (or their designee) will issue a visitor badge and record the issuance in the Visitor Log.

#### *Visitor Restrictions*

Only age-appropriate qualified patients and caregivers, customers, company agents, Cannabis Control Commission representatives, law enforcement and other officials acting in the course of their duties and outside vendors, contractors and visitors may access any SAMA Productions, LLC facility. Any unauthorized person will be denied access. An agent will contact law enforcement as necessary to remove unauthorized individuals from the premises.

- No Unannounced Visitors

It is SAMA Productions, LLC policy to prohibit any unannounced visitors at any company facility, other than patients and caregivers. The exception to this rule covers all Cannabis Control Commission representatives and other designated officials that may conduct both announced and unannounced visits to the facility following the company's compliance policies.

- Manager Approval Required

The Chief Operating Officer or department manager will approve all visitors, except as noted above.

- Visitor Will Be Accompanied

All visitors will be accompanied by a manager or their designated agent at all times in limited access areas.

- Restricted Access Areas

The Chief Operating Officer will oversee access to all secured areas including security equipment areas, cash holding areas and cannabis processing or storage areas, which will be restricted to designated agents and controlled by electronic locks which record all entry events. Contractors and visitors requiring access will be escorted by the Chief Operating Officer, manager or his or her designee.

- Cannabis Control Commission Authorized

Agents may allow duly authorized and appropriately credentialed Cannabis Control Commission representatives access to the facility at any time without prior authorization but will record any such visit on the Visitor Log and notify the Manager or Chief Operating Officer immediately upon their arrival.

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions; 2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the marijuana establishment and shall include, at a minimum, the following: a. All materials submitted to the commission pursuant to 935 CMR 500.030(2); b. Documentation of verification of references; c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; e. Documentation of periodic performance evaluations; f. A record of any disciplinary action taken; and g. Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2). 3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions; 4. Personnel policies and procedures, including, at a minimum, the following: a. Code of ethics; b. Whistle-blower policy; and c. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and 5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

- All areas of the facility will maintain strict adherence to a complete prohibition regarding alcohol, smoke and drugs at all times.
- Any employee who has been found to have diverted in any way any marijuana products, engaged in unsafe practices or been convicted of or entered a plea of guilty for a felony charge of distribution of a drug to a minor will be dismissed immediately.
- Any and all information that is considered confidential will be maintained in electronically formatted, password protected documents to which only the COO and specifically designated Officers of the company will be permitted access.

# **SAMA PRODUCTIONS, LLC**

## **Record Keeping**

Sama will maintain real-time inventory through Metrc software. Inventory will be managed through metric software. Sama will list all tagged marijuana, clones, and attach identifying Metrc tags to all finished marijuana and marijuana products for all phases of development such as Propagation, Vegetation, and Flowering; Marijuana ready for dispensing; all Marijuana Products; and all damaged, defective, expired, or contaminated Marijuana and Marijuana Products awaiting disposal. Once products have made it to a finished state for sale, inventory will be transferred to bookkeeping software. After the point of sale, there shall be a reconciliation of that inventory in the SOR. Data will include date of harvest, weight of initial harvested plant, waste from processing, finished product type, finished product weight, as well as identifying number from Metrc tag. Sama will reconcile its inventory every month by using its logged data on Metrc to establish all inventory. On site management will walk the cultivation area and perform a count on all tagged marijuana plants, marijuana products, stored marijuana, as well as manufactured marijuana products. On site written or oral record will list the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory. An annual inventory check will be completed following the same monthly protocol. After the point of sale, there shall be a reconciliation of that inventory in the SOR.

### **Inventory.**

- Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- We shall remain in compliance with MA CCC CMR 500.105 and at all times:
  - Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana;
  - Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
  - Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory;
  - Promptly transcribe inventories if taken by use of an oral recording device.
  - The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
  - Tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.

- No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
- Create virtual separation of the products.

## **Record Keeping.**

- Sama will make all records available for inspection by the Commission, upon request.
- All Sama records shall be maintained in accordance with generally accepted accounting principles.
- Record Keeping. Records of our Marijuana Establishment will be available for inspection by the Commission, upon request. The records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following: (a) Written operating procedures as required by 935 CMR 500.105(1); (b) Inventory records as required by 935 CMR 500.105(8); (c) Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e); (d) The following personnel records: 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions; 2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following: a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2); b. documentation of verification of references; c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; e. documentation of periodic performance evaluations; f. a record of any disciplinary action taken; and g. notice of completed responsible vendor and eight-hour related duty training. 3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions; 4. Personnel policies and procedures; and 5. All background check reports obtained in accordance with 935 CMR 500.030. (e) Business records, which shall include manual or computerized records of: 1. Assets and liabilities; 2. Monetary transactions; 3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; 4. Sales records including the quantity, form, and cost of marijuana products; and 5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any. (f) Waste disposal records as required under 935 CMR 500.105(12); and (g) 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.

- All waste records will be kept for a minimum of three (3) years.  
 Waste Disposal. (a) All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. (b) Liquid waste containing marijuana or by-products of marijuana processing shall be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: Surface Water Discharge Permit Program; 314 CMR 5.00: Groundwater Discharge Program; 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; the Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers. (c) Organic material, recyclable material and solid waste generated at a Cannabis Establishment shall be redirected or disposed of as follows: 1. Organic material and recyclable material shall be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: Waste Bans. 2. To the greatest extent feasible: a. Any recyclable material as defined in 310 CMR 16.02: Definitions shall be recycled in a manner approved by the Commission; and b. Any remaining marijuana waste shall be ground and mixed with other organic material as defined in 310 CMR 16.02: Definitions such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: Site Assignment Regulations for Solid Waste Facilities. 3. Solid waste containing cannabis waste generated at a marijuana establishment may be ground up and mixed with solid wastes such that the resulting mixture renders the cannabis unusable for its original purposes. Once such cannabis waste has been rendered unusable, it may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the state in which the facility is located; or (d) No fewer than two Marijuana Establishment Agents must witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Marijuana Establishment must create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Marijuana Establishment Agents present during the disposal or other handling, with their signatures. Marijuana Establishments shall keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- All written Operating Procedures shall be properly maintained
- All of the following business records shall be properly maintained:
  - Assets and liabilities
  - Monetary transactions
  - Books of accounts

- Sales records
- Salary and wages paid to each employee

## **SAMA PRODUCTIONS**

### **QUALIFICATIONS AND TRAINING**

- Sama will hire our General Manager position chosen from a pool of qualified candidates that have had a minimum of 5 years' experience in a recreational marketplace with guidelines similar to the CCC.

Strong attention to detail and ability to create & follow standard operating procedures (SOPs).

Ability to work in a team environment and communicate effectively.

Regulatory Knowledge:

- Understanding of local and state regulations governing cannabis cultivation.
    - i. CCC, MDAR, METRC & OSHA
  - Compliance with health, safety, and environmental standards.
- 

#### **Training Requirements:**

##### **1. Cannabis Cultivation Techniques:**

- Comprehensive training on cultivation methods tailored to greenhouse environments.
- Understanding of lighting, irrigation systems, and climate control.
- Every employee is required to read the companies Cultivation Department SOPs

##### **2. Responsible Vendor Training:** All employees are required to take the Responsible Vendor Training (RVT) as part of onboarding or within 90 days of employment.

##### **3. Chemical/Pesticide Safety and Handling:**

- Training on the safe handling and application of fertilizers, pesticides, and other chemicals.
- Knowledge of integrated pest management (IPM) principles.
- Every employee required to take "National Worker Protection Standard: Training for Trainers of Agricultural Workers and Pesticide Handlers" (Pesticide Educational Resources Collaborative)

**4. Quality Control and Assurance:**

- Training in quality control measures to ensure product consistency and purity.
- Familiarity with Good Agricultural Practices (GAP) and Good Manufacturing Practices (GMP).

**5. Compliance and Regulatory Training:**

- Education on local laws, regulations, and compliance standards related to cannabis cultivation.
- Updates on changes in regulations and their implications for cultivation practices.

**6. Health and Safety:**

- Training on workplace safety, including handling of cannabis products and equipment.
- First aid and emergency response procedures specific to cultivation environments.
- Every Employee is required to take OSHA - CPR and First Aid - Agricultural Training

**7. Continuous Learning:**

- Participation in workshops, seminars, and industry conferences to stay informed about advancements in cultivation techniques and regulatory changes.

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**Certifications:**

- Responsible Vendor Training (RVT)
- National Worker Protection Standard: Training for Trainers of Agricultural Workers and Pesticide Handlers (PERC - EPA-TTT-WPS)
- OSHA - CPR & First Aid - Agriculture
- OSHA - GHS Hazard Communication (HazCom)
- OSHA - Bloodborne Pathogens Training (BBP/PIM)

- General Manager will demonstrate a skill set in all cultivation activities & compliance & regulation
- Cultivation Associates will have experience with cultivation equipment safety standards
- Cultivation Associates will have daily instruction and regular training to follow CCC/MDAR/METRC guidelines for the Cultivation Department
- The General Manager will be responsible for day to day activities in the Grow as well as create all Standard Operating Procedures for our facility
- All staff will be screened for appropriate experience in the desired areas such as planting, pruning, harvesting, etc.
- Particular attention will be paid to recruiting equity-based candidates from the local area (Pittsfield, MA)
- Sama will generate a list of anticipated positions and their qualifications  
935 CMR 500.105
- Sama will ensure that employees are trained on the job specific duties prior to perform job functions. 935 CMR 500.105 (2)
- Sama will ensure that all employees receive a minimum of eight (8) hours of ongoing training annually. 935 CMR 500.105 (2)
- All owners, managers and employees will complete the Responsible Vendor Program after August, 20204 or when available. 935 CMR 500.105 (2)
- All new employees will complete the Responsible Vendor Program within 90 days of being hired. 935 CMR 500.105(2)
- Responsible Vendor Program documentation will be maintained for four (4) years. 935 CMR 500.105(2)
- Sama Productions LLC ("Sama") will ensure that all employees hired to work at a Sama facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.
- Qualifications In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or Older.

- In addition, the candidate cannot have been convicted of a criminal 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.

- Sama will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Sama discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent's employment will be terminated, and Sama will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

- Training As required by 935 CMR 500.105(2), and prior to performing job functions, each of Sama's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function.

- A Sama Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program ("RVT") courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training. Non-RVT may be conducted in-house by Sama or by a third-party vendor engaged by Sama.

- Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

- All Sama Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

- Sama Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
  - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
  - The amount of time to feel impairment;
  - Visible signs of impairment; and

- Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
  - How to check identification;
  - Spotting and confiscating fraudulent identification;
  - Common mistakes made in identification verification.
  - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c.94G, § 13.
  - Other key state laws and rules affecting Sama Agents
  - which shall include:
  - Conduct of Sama Agents;
  - Permitting inspections by state and local licensing and enforcement authorities; o Local and state licensing and enforcement, including registration and license sanctions;
  - Incident and notification requirements;
  - Administrative, civil, and criminal liability;
  - Health and safety standards, including waste disposal;
  - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
  - Permitted hours of operation;
  - Licensee responsibilities for activities occurring within licensed premises; Maintenance of records, including confidentiality and privacy; and
  - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program. Sama will encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance.
- Sama’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.
- After successful completion of the Basic Core Curriculum, each Sama agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Sama to maintain designation as a Responsible Vendor.
- Once the Sama Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum.

- Sama understands and agrees that failure to maintain Responsible Vendor status is grounds for action by the Commission.

## **SAMA DIVERSITY PLAN**

SAMA Productions anticipates a small employee base but is committed to creating as diverse a workforce as possible. SAMA's hiring objectives will include identification of the fundamental skills sets necessary for each position combined with an aspiration to meet specific workforce composition goals. SAMA is also committed to diversity in its search and hiring of contractors.

### **GOAL 1: WORKFORCE COMPOSITION**

1. 50 percent female workforce representation
2. 10 percent LGBTQ+ workforce representation
3. 10 percent U.S. Military Veteran workforce representation
4. 10 percent Black/Latinx/Hispanic workforce representation
5. 10 percent persons with disabilities workforce representation
6. As workforce needs require, SAMA will place advertisements in the Berkshire Eagle, and/or the Pittsfield Gazette, and/or the Country Journal specifying the hiring goal of women, veterans, minorities or persons with disabilities. Veteran outreach will also be facilitated through the Veterans Career Counselor at the Career Center and through the Soldier On employment program, both located in Pittsfield.

#### ***Metrics for Goal 1:***

1. *At least 50 percent of SAMA's workforce is female.*
2. *At least 10 percent of SAMA's workforce is LGBTQ+.*
3. *At least 10 percent of SAMA's workforce are U.S. Military Veterans.*
4. *At least 10 percent of SAMA's workforce are Black/Latinx/Hispanic.*
5. *At least 10 percent of SAMA's workforce are persons with disabilities.*

6. *As workforce needs required, SAMA placed advertisements in the Berkshire Eagle and/or the Pittsfield Gazette and/or the Country Journal specifying the hiring goal of women, veterans, minorities, or persons with disabilities. Veteran outreach will also be facilitated through the Veterans Career Counselor at the Career Center and through the Soldier On employment program, both located in Pittsfield.*

## **GOAL 2: CONTRACTOR DIVERSITY**

1. 50 percent female contractor representation
2. 10 percent LGBTQ+ contractor representation
3. 10 percent U.S. Military Veteran contractor representation
4. 10 percent Black/Latinx/Hispanic contractor representation
5. 10 percent persons with disabilities contractor representation.
6. The resources used by SAMA to identify contractors of diversity will include, but not be limited to:
  - The US Small Business Administration's Federally Certified Women and Minority Owned Business Directory
  - Mass.gov section on Minority Owned Businesses and Women Owned Businesses (State Office of Minority and Women Business Assistance)
  - LinkedIn
  - Municipal lists, such as <https://www.boston.gov/departments/small-business-development/supporting-black-and-brown-owned-businesses>

### ***Metrics for Goal 2:***

1. *At least 50 percent of contractors are female owned*
2. *At least 10 percent of contractors are LGBTQ+ owned*

3. *At least 10 percent of contractors are US Veteran owned*
4. *At least 10 percent of contractors are Black/Hispanic/Latinx owned*
5. *At least 10 percent of contractors are owned by persons with disabilities*
6. *SAMA utilized the above-listed resources in order to identify contractors meeting the diversity goals as described above*

### **ADDITIONAL METRICS**

As necessary, SAMA will measure and address its diversity and inclusiveness activities and status by tracking and analyzing information including, but not limited to, the following:

1. Employees overall, by function, seniority, and tenure, sorted by demographics
2. Employee status (full-time/part-time/contractor), sorted by demographics
3. Candidate pools and hiring funnels, by role, sorted by demographics
4. Voluntary and involuntary attrition rates, sorted by demographics
5. Promotion rates, sorted by demographics

In addition and as necessary, SAMA will compile the following data in order to establish comparable demographics and identify and address the company's diversity and inclusion profile. SAMA will collect this data in full compliance with all state and federal privacy protections and disclosure restrictions.

1. Race/ethnicity, with affordance for multiracial identity
  - a. African-American/Black

- b. East Asian (including Chinese, Japanese, Korean, Mongolian, Tibetan, and Taiwanese)
- c. Hispanic/Latinx
- d. Middle Eastern
- e. Native American/Alaska Native/First Nations
- f. Pacific Islander
- g. South Asian (including Bangladeshi, Bhutanese, Indian, Nepali, Pakistani, and Sri Lankan)
- h. Southeast Asian (including Burmese, Cambodian, Filipino, Hmong, Indonesian, Laotian, Malaysian, Mien, Singaporean, Thai, and Vietnamese)
- i. White
- j. Prefer not to answer

2. Gender

3. Disability status

4. Sexual orientation

5. Family status

- a. Children in the home part-time or full-time
- b. Responsibility for the care of other people

6. Immigration status

7. Religious background

8. Veteran status

9. English proficiency

- a. Languages spoken

10. Age and tenure at organization
11. Educational attainment
  - a. Highest degree
  - b. Highest degree of parents
12. College attended: public/private/any
13. Criminal background
14. Residence in an area of disproportionate impact

### **ACKNOWLEDGEMENTS**

SAMA acknowledges that the progress or success of the above goals must be documented upon license renewal. SAMA will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments. Any actions taken, or programs instituted, by SAMA will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.