



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR283714  
Original Issued Date: 06/10/2021  
Issued Date: 05/12/2022  
Expiration Date: 06/10/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Thrive Cultivation & Dispensary, LLC

Phone Number: 781-858-9491 Email Address: [acardillo@thriveofma.com](mailto:acardillo@thriveofma.com)

Business Address 1: 114 Lancaster Road

Business Address 2:

Business City: Shirley

Business State: MA

Business Zip Code: 01464

Mailing Address 1: 53 Midland Drive

Mailing Address 2:

Mailing City: Waltham

Mailing State: MA

Mailing Zip Code: 02451

### 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: 30

Percentage Of Control: 100

Role: Manager

Other Role:

First Name: Anthony

Last Name: Cardillo

Suffix: III

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

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Kristin	Last Name: Bowles	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 30	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Anthony	Last Name: Cardillo	Suffix: Jr.
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 4

Percentage Of Ownership: 30	Percentage Of Control:	
Role: Owner / Partner	Other Role:	
First Name: Michael	Last Name: Cardillo	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Anthony	Last Name: Cardillo	Suffix: Jr.	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$1400000	Percentage of Initial Capital: 74
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: Deborah	Last Name: Cardillo	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$1400000	Percentage of Initial Capital: 74
Capital Attestation: Yes			

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Cardillo Development Corporation	Entity DBA:
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Email: [acardillo@thriveofma.com](mailto:acardillo@thriveofma.com) Phone: 781-858-9491

Address 1: 53 Midland Drive

Address 2:

City: Waltham

State: MA

Zip Code: 02451

Types of Capital: Debt

Other Type of Capital:

Total Value of Capital Provided: \$500000 Percentage of Initial Capital: 26

Capital Attestation: Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

##### Individual 1

First Name: Anthony

Last Name: Cardillo

Suffix: III

Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Shirley

Marijuana Establishment State: MA

##### Individual 2

First Name: Anthony

Last Name: Cardillo

Suffix: III

Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Shirley

Marijuana Establishment State: MA

##### Individual 3

First Name: Anthony

Last Name: Cardillo

Suffix: Jr

Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Shirley

Marijuana Establishment State: MA

##### Individual 4

First Name: Anthony

Last Name: Cardillo

Suffix: Jr

Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Shirley

Marijuana Establishment State: MA

##### Individual 5

First Name: Kristin

Last Name: Bowles

Suffix:

Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Shirley

Marijuana Establishment State: MA

##### Individual 6

First Name: Kristin

Last Name: Bowles

Suffix:

Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Shirley

Marijuana Establishment State: MA

##### Individual 7

First Name: Michael

Last Name: Cardillo

Suffix:

Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Shirley

Marijuana Establishment State: MA

##### Individual 8

First Name: Michael

Last Name: Cardillo

Suffix:

Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Shirley

Marijuana Establishment State: MA

#### Individual 9

First Name: Deborah

Last Name: Cardillo

Suffix:

Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Shirley

Marijuana Establishment State: MA

#### Individual 10

First Name: Deborah

Last Name: Cardillo

Suffix:

Marijuana Establishment Name: Thrive Cultivation & Dispensary, LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Shirley

Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 114 Lancaster Road

Establishment Address 2: (FKA 130 Lancaster Road)

Establishment City: Shirley

Establishment Zip Code: 01464

Approximate square footage of the establishment: 45000

How many abutters does this property have?:

17

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Thrive - Plan to Remain Compliant with Local Zoning.pdf	pdf	5faef252bd0d8e081433dd9e	11/13/2020
Certification of Host Community Agreement	Host Community Agreement Certification Form.pdf	pdf	5fb67bee6e60eb07f57f423c	11/19/2020
Community Outreach Meeting Documentation	Thrive Community Outreach Documentation.pdf	pdf	5fc6d45add0ccd077448dac6	12/01/2020

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Thrive_Positively Impact Areas of Disproportionate Impact.pdf	pdf	5fc50fe215105a0779710d00	11/30/2020
Plan for Positive Impact	Thrive Cultivation and Dispensary.pdf	pdf	5fc92ebb5ea0dd074817a65b	12/03/2020

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

#### Individual Background Information 2

<b>Role:</b>	<b>Other Role:</b>
<b>First Name:</b> Anthony	<b>Last Name:</b> Cardillo <b>Suffix:</b> Jr.
<b>RMD Association:</b> Not associated with an RMD	
<b>Background Question:</b> no	

#### Individual Background Information 3

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

#### Individual Background Information 4

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

#### Individual Background Information 5

<b>Role:</b>	<b>Other Role:</b>
<b>First Name:</b> Deborah	<b>Last Name:</b> Cardillo <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> Investor/Contributor	<b>Other Role:</b>
<b>Entity Legal Name:</b> Cardillo Development Corporation	<b>Entity DBA:</b>
<b>Entity Description:</b> Development Corporation	
<b>Phone:</b> 781-858-9491	<b>Email:</b> acardillo@thriveofma.com
<b>Primary Business Address 1:</b> 53 Midland Drive	<b>Primary Business Address 2:</b>
<b>Primary Business City:</b> Waltham	<b>Primary Business State:</b> MA <b>Principal Business Zip Code:</b> 02451
<b>Additional Information:</b>	

### MASSACHUSETTS BUSINESS REGISTRATION

#### Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Thrive - Certificate of Organization.pdf	pdf	5fb67edd3bf49c082a428355	11/19/2020
Bylaws	Thrive Cultivation & Dispensary LLC - Operating Agreement - Execution Copy.pdf	pdf	5fb67f0e4a2789086108f33d	11/19/2020
Department of Revenue -	Thrive - Certificate of Good Standing -	pdf	5fb67f37df85ec07dfb8afa8	11/19/2020

Certificate of Good standing	Commissioner of Revenue.pdf			
Department of Revenue - Certificate of Good standing	Thrive - Certificate of Good Standing - DUA.pdf	pdf	5fb67f68a75869080486df58	11/19/2020
Secretary of Commonwealth - Certificate of Good Standing	Thrive - Certificate of Good Standing - SoC.pdf	pdf	5fbd99ea15105a0779710492	11/24/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Certificate of Good Standing - Thrive - 2022.pdf	pdf	6241c2d353957f00086aca82	03/28/2022
Secretary of Commonwealth - Certificate of Good Standing	Thrive_SoC COGs_3.23.2022.pdf	pdf	6241c51953957f00086ad38f	03/28/2022
Department of Unemployment Assistance - Certificate of Good standing	Thrive_DUA Attestation.pdf	pdf	6247769b53957f0008725b38	04/01/2022

Massachusetts Business Identification Number: 001376172

Doing-Business-As Name: BoomX Cannabis Company

DBA Registration City: Shirley

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Thrive Business Plan.pdf	pdf	5fc929ecd8789e0780e40999	12/03/2020
Plan for Liability Insurance	Thrive_Plan for Obtaining Liability Insurance.pdf	pdf	621918bd0034de07b0944be5	02/25/2022
Proposed Timeline	Thrive_Proposed Timeline_Retailer.pdf	pdf	6254dad83eefeb000a29dcd7	04/11/2022

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Diversity plan	Thrive_Diversity Plan.pdf	pdf	5fc4fcc8dd0ccd077448d375	11/30/2020
Plan for obtaining marijuana or marijuana products	Thrive_Plan for Obtaining Marijuana or Marijuana Products (R).pdf	pdf	621918cd440815076f4125a9	02/25/2022
Restricting Access to age 21 and older	Thrive_Plan for Restricting Access to Age 21 and Older.pdf	pdf	621918d511f5a30789d95966	02/25/2022
Security plan	Thrive_Security Plan.pdf	pdf	621918db4dd71307b79cac2a	02/25/2022
Prevention of diversion	Thrive_Prevention of Diversion.pdf	pdf	621918e2e449f407967d83c4	02/25/2022
Storage of marijuana	Thrive_Storage of Marijuana.pdf	pdf	621918e97641f907553e6d3d	02/25/2022
Transportation of marijuana	Thrive_Transportation of Marijuana.pdf	pdf	621918f52882b60773c19ef3	02/25/2022
Inventory procedures	Thrive_Inventory Procedures.pdf	pdf	6219190311f5a30789d9596c	02/25/2022
Quality control and testing	Thrive_Quality Control and Testing (R).pdf	pdf	6219190c4dd71307b79cac30	02/25/2022
Dispensing procedures	Thrive_Dispensing Procedures (R).pdf	pdf	62191914e938dd07a5f4de03	02/25/2022

Personnel policies including background checks	Thrive_Personnel Policies Including Background Checks.pdf	pdf	6219191b440815076f4125b7	02/25/2022
Record Keeping procedures	Thrive_Recordkeeping Procedures.pdf	pdf	6219192117ef97077a764bff	02/25/2022
Maintaining of financial records	Thrive_Maintaining of Financial Records.pdf	pdf	621919290034de07b0944bf3	02/25/2022
Qualifications and training	Thrive_Qualifications and Training.pdf	pdf	6219193211f5a30789d95974	02/25/2022
Energy Compliance Plan	Thrive_Energy Compliance Plan.pdf	pdf	621919430d00f50776268bb7	02/25/2022

### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Not Applicable At This Time.pdf	pdf	624aef61c91bef0009547dbc	04/04/2022

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Not Applicable At This Time.pdf	pdf	624aef64c91bef0009547dd0	04/04/2022

### ATTESTATIONS

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

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

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

Notification:

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

**Description of Progress or Success:** Thrive Cultivation & Dispensary, LLC ("Thrive") remains in the development phase of its operations and has not yet made substantial progress with its hiring and outreach efforts relative to its Positive Impact Plan.

Thrive is mindful of its obligations with respect to its Positive Impact Plan and will continue to engage in efforts as it ramps up its operations.

COMPLIANCE WITH DIVERSITY PLAN  
Diversity Progress or Success 1

**Description of Progress or Success:** Thrive Cultivation & Dispensary, LLC (“Thrive”) remains in the development phase of its operations and has not yet made substantial progress with its hiring and outreach efforts relative to its Diversity Plan.

Thrive is mindful of its obligations with respect to its Diversity Plan and will continue to engage in efforts as it ramps up its operations.

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 10:00 AM	Sunday To: 8:00 PM





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

Thrive Cultivation & Dispensary, LLC (“Thrive”) will remain compliant at all times with the local zoning requirements set forth in the Town of Shirley’s Zoning Bylaws. 130 Lancaster Road is located in the Lancaster Road Commercial (LRC) Zoning District which is designated for all types of adult use marijuana businesses in the Town of Shirley’s Zoning Bylaws Section 3.9.1(b). In accordance with Zoning Bylaws Section 4.18.7, Thrive’s proposed facility is not located within 500 feet of any of the outlined setback requirements.

As required by Zoning Bylaws Sections 3.9.1(b) and 4.18.3, Thrive has applied for a Special Permit and Site Plan Review from the Planning Board, which must be acted upon within two years of submittal. Thrive will apply for building permits and obtain a Certificate of Occupancy prior to opening.

Thrive has already attended several meetings with various municipal officials and boards to discuss Thrive’s plans for a proposed Marijuana Establishment and has executed a Host Community Agreement with Shirley. Thrive will continue to work cooperatively with various municipal departments, boards, and officials to ensure that the Marijuana Establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

## 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):

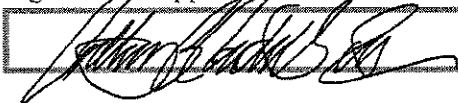
1. Name of applicant:

Thrive Cultivation & Dispensary, LLC

2. Name of applicant's authorized representative:

Anthony Cardillo III

3. Signature of applicant's authorized representative:



4. Name of municipality:

Town of Shirley

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

Michael McGovern



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



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

mmcgovern@shirley-ma.gov

8. Host community agreement execution date:

9/28/20

# 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:

Please see <https://www.shirley-ma.gov/board-selectmen/events/35694> for associated meeting documentation.





# CLASSIFIEDS

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POLICIES/ADJUSTMENTS: Please check your ad and report errors immediately. Adjustments to billing will be made to the incorrect portion of the first insertion only. We are not responsible for failure to publish and reserve the right to reject, edit or cancel any ad. All ads are subject to credit approval or prepayment prior to publication. We accept Visa, Mastercard, AMEX, cash or check only.

**HOURS OF OPERATION: MON. - FRI. 8AM - 5PM**

The ad deadline is 4:30pm for publication the following day.  
(Friday @ 4:30pm for publication Sunday or Monday).



#### Public Notice

TOWN OF DRACUT  
INVITATION FOR BID  
MATERIAL WITH LABOR

THE TOWN OF DRACUT DEPARTMENT OF PUBLIC WORKS WILL OPEN BIDS ON MATERIAL WITH LABOR ON THURSDAY, JUNE 11, 2020 AT 10:00 A.M. IN THE TOWN MANAGER'S OFFICE 62 ARLINGTON STREET DRACUT, MA ALL BIDS WILL BE PUBLICLY OPENED AND READ ALOUD.

COMPLETE BID PACKAGE INCLUDING SPECIFICATIONS FOR STREET CRACK SEALING, GUARD RAIL, BITUMINOUS CONCRETE PAVING (LAID IN PLACE), AND PAINTING TRAFFIC LINES MAY BE OBTAINED ON MAY 28, 2020 FROM TOWN'S WEBSITE AT: [HTTPS://WWW.DRACUTMA.GOV/PROCUREMENT](https://www.dracutma.gov/procurement) OR PICKED UP AT THE DEPARTMENT OF PUBLIC WORKS OFFICE 833 HILDRETH STREET DRACUT, MA FIRMS REQUESTING COMPLETE BID PACKAGES TO BE MAILED SHALL INCLUDE A FEE OF \$20.00 IN CASH CHECK PAYABLE TO THE TOWN OF DRACUT. ALL PRICES QUOTED SHOULD BE AT PLANT AND DELIVERED PRICES. ALL PRICES EFFECTIVE FROM JULY 1, 2020 UNTIL JUNE 30, 2021.

ALL WORK UNDER THIS CONTRACT SHALL BE DONE IN CONFORMANCE WITH THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED JULY 1, 2016 THE SUPPLEMENTAL SPECIFICATIONS DATED APRIL 2019, AS AMENDED

ALL BIDS MUST BE SEALED AND PLAINLY MARKED AS TO THE ITEM OR ITEMS TO BE BID ON. AMERICANS WITH DISABILITIES ACT TO OBTAIN THIS DOCUMENT IN AN ALTERNATIVE FORMAT (BRAILLE, LARGE PRINT) OR TO MAKE A REASONABLE ACCOMMODATION (HEARING DEVICE, SIGNER, ETC.), PLEASE CONTACT A.D.A. OFFICER CHRISTINE LINDBERG AT (978) 453-9492.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS, OR PARTS OF ANY BID DEEMED TO BE IN THE BEST INTEREST OF THE TOWN.

5% BID BOND DEPOSIT IS REQUIRED WHEN SUBMITTING BIDS.

DEPOSITS WILL BE REFUNDED TO ALL BIDDERS THE DAY THE CONTRACT IS AWARDED.

EDWARD G. PATENAUE  
PUBLIC WORKS DIRECTOR

May 22 2020

TOWN OF DRACUT  
INVITATION FOR BID  
EQUIPMENT RENTAL WITH LABOR

THE TOWN OF DRACUT DEPARTMENT OF PUBLIC WORKS WILL OPEN BIDS ON EQUIPMENT RENTAL WITH LABOR ON THURSDAY, JUNE 11, 2020 AT 10:00 A.M. IN THE TOWN MANAGER'S OFFICE 62 ARLINGTON STREET DRACUT, MA ALL BIDS WILL BE PUBLICLY OPENED AND READ ALOUD. NOTE: EQUIPMENT RENTAL DOES NOT INCLUDE SNOW REMOVAL OPERATIONS FOR THIS A SEPARATE BIDDING PROCEDURE IS HELD.

COMPLETE BID PACKAGE INCLUDING SPECIFICATIONS FOR EQUIPMENT RENTAL MAY BE OBTAINED ON MAY 28, 2020 FROM TOWN'S WEBSITE AT: [HTTPS://WWW.DRACUTMA.GOV/PROCUREMENT](https://www.dracutma.gov/procurement) OR PICKED UP AT THE DEPARTMENT OF PUBLIC WORKS OFFICE 833 HILDRETH STREET DRACUT, MA FIRMS REQUESTING COMPLETE BID PACKAGES TO BE MAILED SHALL INCLUDE A FEE OF \$20.00 IN CASH OR CHECK PAYABLE TO THE TOWN OF DRACUT.

ALL PRICES QUOTED SHOULD BE AT PLANT AND DELIVERED PRICES.

ALL PRICES EFFECTIVE FROM JULY 1, 2020 UNTIL JUNE 30, 2021.

ALL WORK UNDER THIS CONTRACT SHALL BE DONE IN CONFORMANCE WITH THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED JULY 1, 2016 THE SUPPLEMENTAL SPECIFICATIONS DATED APRIL 2019, AS AMENDED

ALL BIDS MUST BE SEALED AND PLAINLY MARKED AS TO THE ITEM OR ITEMS TO BE BID ON.

AMERICANS WITH DISABILITIES ACT TO OBTAIN THIS DOCUMENT IN AN ALTERNATIVE FORMAT (BRAILLE, LARGE PRINT) OR TO MAKE A REASONABLE ACCOMMODATION (HEARING DEVICE, SIGNER, ETC.), PLEASE CONTACT A.D.A. OFFICER CHRISTINE LINDBERG AT (978) 453-9492.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS, OR PARTS OF ANY BID DEEMED TO BE IN THE BEST INTEREST OF THE TOWN.

5% BID BOND DEPOSIT IS REQUIRED WHEN SUBMITTING BIDS. DEPOSITS WILL BE REFUNDED TO ALL BIDDERS THE DAY THE CONTRACT IS AWARDED.

EDWARD G. PATENAUE  
PUBLIC WORKS DIRECTOR

May 22 2020

#### Public Notice

TOWN OF DRACUT  
INVITATION FOR BID  
MATERIAL WITH LABOR

THE TOWN OF DRACUT DEPARTMENT OF PUBLIC WORKS WILL OPEN BIDS ON MATERIAL WITH LABOR ON THURSDAY, JUNE 11, 2020 AT 10:00 A.M. IN THE TOWN MANAGER'S OFFICE 62 ARLINGTON STREET DRACUT, MA ALL BIDS WILL BE PUBLICLY OPENED AND READ ALOUD.

COMPLETE BID PACKAGE INCLUDING SPECIFICATIONS FOR STREET CRACK SEALING, GUARD RAIL, BITUMINOUS CONCRETE PAVING (LAID IN PLACE), AND PAINTING TRAFFIC LINES MAY BE OBTAINED ON MAY 28, 2020 FROM TOWN'S WEBSITE AT: [HTTPS://WWW.DRACUTMA.GOV/PROCUREMENT](https://www.dracutma.gov/procurement) OR PICKED UP AT THE DEPARTMENT OF PUBLIC WORKS OFFICE 833 HILDRETH STREET DRACUT, MA FIRMS REQUESTING COMPLETE BID PACKAGES TO BE MAILED SHALL INCLUDE A FEE OF \$20.00 IN CASH CHECK PAYABLE TO THE TOWN OF DRACUT. ALL PRICES QUOTED SHOULD BE AT PLANT AND DELIVERED PRICES.

ALL PRICES EFFECTIVE FROM JULY 1, 2020 UNTIL JUNE 30, 2021.

ALL WORK UNDER THIS CONTRACT SHALL BE DONE IN CONFORMANCE WITH THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED JULY 1, 2016 THE SUPPLEMENTAL SPECIFICATIONS DATED APRIL 2019, AS AMENDED

ALL BIDS MUST BE SEALED AND PLAINLY MARKED AS TO THE ITEM OR ITEMS TO BE BID ON. AMERICANS WITH DISABILITIES ACT TO OBTAIN THIS DOCUMENT IN AN ALTERNATIVE FORMAT (BRAILLE, LARGE PRINT) OR TO MAKE A REASONABLE ACCOMMODATION (HEARING DEVICE, SIGNER, ETC.), PLEASE CONTACT A.D.A. OFFICER CHRISTINE LINDBERG AT (978) 453-9492.

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EDWARD G. PATENAUE  
PUBLIC WORKS DIRECTOR

May 22 2020

#### Public Notice

Dracut Conservation Commission  
Legal Notice of Public Hearing

Wetlands Protection Act  
A public meeting will be held for a Request for Determination of Applicability filed by Arlington Commons Condominiums Trust to pulverize the pavement, recycle the asphalt and apply new asphalt within the existing footprint at 120 Arlington St. Dracut MA 01826. Meeting will be held in connection with Chapter 131, Section 40 of the M.G.L. and the Dracut Wetlands Bylaws on Wednesday, June 3, 2020 at 7:00pm via remote meeting using ZOOM platform. This meeting is being held remotely in accordance with the Governor of Massachusetts March 10, 2020 Order Suspending Certain Provisions of the Open Meeting Law M.G.L. Ch30A, Section 20. To obtain this document in an alternative format (Braille, large print) or to make a reasonable accommodation (hearing device, signer, etc.), please contact Christine Lindberg at (978) 453-9492.

PUBLIC INFORMATION When: June 3, 2020 At 7:00pm. Topic: Conservation Commission Meeting. Webinar ID: 850 4111 2766 US: 877-853-5257 (Toll Free) or 888-475-4499 (Toll Free) Dracut Conservation Commission James Jendro, Chairman 978-458-4478

May 22 2020

Dracut Conservation Commission  
Legal Notice of Public Hearing

Wetlands Protection Act  
A public hearing will be held for a Notice of Intent filed by Vanessa Nicolopoulos for the improvements to land, including removal of 1200 s.f. of asphalt, re-grading and placement of 5000 s.f. of reclaim asphalt, a fence with gate, soil stabilization, a water quality swale and a rain garden at 1076-1084 Lakeview Ave. and 38 Brookside St. Dracut MA 01826. Meeting will be held in connection with Chapter 131, Section 40 of the M.G.L. and the Dracut Wetlands Bylaws on Wednesday, June 3, 2020 at 7:00pm via remote meeting using ZOOM platform. This meeting is being held remotely in accordance with the Governor of Massachusetts March 10, 2020 Order Suspending Certain Provisions of the Open Meeting Law M.G.L. Ch30A, Section 20. To obtain this document in an alternative format (Braille, large print) or to make a reasonable accommodation (hearing device, signer, etc.), please contact Christine Lindberg at (978) 453-9492.

PUBLIC INFORMATION When: June 3, 2020 At 7:00pm. Topic: Conservation Commission Meeting. Webinar ID: 850 4111 2766 US: 877-853-5257 (Toll Free) or 888-475-4499 (Toll Free) Dracut Conservation Commission James Jendro, Chairman 978-458-4478

May 22 2020

Town of Pepperell Board of Selectmen Notice of Public Hearing for Utility Pole Installation

On Monday, June 8, 2020 at 7:30 PM the Board of Selectmen of the Town of Pepperell will conduct a remote Public Hearing on a request by National Grid and Verizon New England, Inc., pursuant to M.G.L. Chapter 166, §22, to install joint or identical poles located on Heald Street and Maple Street. The link for the meeting is <https://global.gotomeeting.com/join/990610949> or you can dial in, 1 (571) 317-3122. The access code for the meeting is 990-610-949. All interested parties are invited to remotely attend the public hearing and provide oral and/or written comments to the Board of Selectmen on or before June 2, 2020. The application may be reviewed at the town's website at <https://town.pepperell.ma.us/406/Public-Hearings>.

May 22 29 2020

#### Public Notice

Dracut Conservation Commission  
Legal Notice of Public Hearing

Wetlands Protection Act  
A public meeting will be held for a Notice of Intent filed by Betty Ann Enright of Long Pond Club, operating Shoreline Beach to install floating docks on Long Pond at 39 Elm St., Dracut, MA 01826. Meeting will be held in connection with Chapter 131, Section 40 of the M.G.L. and the Dracut Wetlands Bylaws on Wednesday, June 3, 2020 at 7:00pm via remote meeting using ZOOM platform. This meeting is being held remotely in accordance with the Governor of Massachusetts March 10, 2020 Order Suspending Certain Provisions of the Open Meeting Law M.G.L. Ch30A, Section 20. To obtain this document in an alternative format (Braille, large print) or to make a reasonable accommodation (hearing device, signer, etc.), please contact Christine Lindberg at (978) 453-9492.

PUBLIC INFORMATION When: June 3, 2020 At 7:00pm. Topic: Conservation Commission Meeting. Webinar ID: 850 4111 2766 US: 877-853-5257 (Toll Free) or 888-475-4499 (Toll Free) Dracut Conservation Commission James Jendro, Chairman 978-458-4478

May 22 2020

Notice of a Virtual Community Outreach Meeting for two adult-use Cultivation and Manufacturing Marijuana Establishments. Please note this will be a virtual Zoom meeting.

Notice is hereby given by Pepperell Roots, LLC that a Community Outreach Meeting for two proposed Marijuana Establishments is scheduled for Friday June 5, 2020 at 6:00 PM. This will be a "virtual" meeting held via Zoom meeting. To participate please use the following link: <https://us02web.zoom.us/j/86001698870?pwd=T2ZmbHo3bHVpVGNoaGgyUFhVWjYQT09>. The meeting password is: 611092. The meeting ID is 860 0169 8870.

To participate by phone dial +1 929 436 2866 and use same meeting ID and password.

The proposed adult-use cultivation and manufacturing facilities are anticipated to be located at 12 Lomar Park and 35 Lomar Park in Pepperell, MA. There will be an opportunity for the public to ask questions via the Zoom facility. Closed captioning will be provided. Questions will also be accepted prior to and answered during the virtual meeting. These may be submitted via email to Kristine.Symonds@pepperellroots.com. Please submit any questions by June 4th.

May 22, 2020

#### Public Notice

Town of Pepperell Board of Selectmen Notice of Public Hearing for Utility Pole Installation

On Monday, June 8, 2020 at 7:30 PM the Board of Selectmen of the Town of Pepperell will conduct a remote Public Hearing on a request by National Grid and Verizon New England, Inc., pursuant to M.G.L. Chapter 166, §22, to install joint or identical poles located on Elm Street and River Road. The link for the meeting is <https://global.gotomeeting.com/join/990610949> or you can dial in, 1 (571) 317-3122. The access code for the meeting is 990-610-949. All interested parties are invited to remotely attend the public hearing and provide oral and/or written comments to the Board of Selectmen on or before June 2, 2020. The application may be reviewed at the town's website at <https://town.pepperell.ma.us/406/Public-Hearings>.

May 22 29 2020



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Commonwealth of Massachusetts The Trial Court Probate and Family Court Middlesex Division Docket No. MI20P1917EA INFORMAL PROBATE PUBLICATION NOTICE Estate of: PAUL GAMACHE Date of Death: March 20 2020 To all persons interested in the above captioned estate, by Petition of Petitioner PAUL J GAMACHE of TEWKSBURY, MA. A will has been admitted to informal probate. PAUL J GAMACHE of TEWKSBURY, MA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond. The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.

May 22 2020

TOWN OF LITTLETON CONSERVATION COMMISSION  
NOTICE OF PUBLIC HEARING

Applicant: Littleton Electric Light and Water Department  
Location: Spectacle Pond and Forge Pond

Notice is hereby given by the Littleton Conservation Commission that a Public Hearing will be held under the Massachusetts Wetlands Protection Act., MGL, Chapter 131, Section 40 and the Littleton Local Wetland By-law. The hearing will be on Monday June 1, 2020 at 7:30 to act on a Notice of Intent to conduct seasonal drawdown for invasive species control and to improve downstream flow. There will be no in-person public attendance, given building closures due to COVID-19. The Public may participate by watching or joining remotely; information on remote access to the meeting will be posted on the Agenda 48 hours in advance of the meeting. The Agenda will be posted on the bulletin board outside Town Hall and on the Town website at [littletonma.org](http://littletonma.org). The application can be viewed at <https://www.littletonma.org/conservation/events/183504> (where information on remote access will also be posted at least 48 hours in advance of the meeting). Contact the Conservation Commission office at 978-540-2428 if there are questions.

May 22 2020

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NOTICE OF COMMUNITY OUTREACH MEETING  
THRIVE CULTIVATION AND DISPENSARY, LLC  
Notice is hereby given that Thrive Cultivation & Dispensary, LLC will hold a Virtual Community Outreach Meeting on June 10, 2020 at 7:00 PM to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing, and Retail Establishment at 130 Lancaster Road in Shirley in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq. Information necessary to access the Virtual Community Outreach Meeting via Zoom is available by visiting <https://www.shirley-ma.gov/board-selectmen/events/35694>. A copy of the presentation will be made available at least 24 hours prior to the meeting. Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing [rebecca@vicentesederberg.com](mailto:rebecca@vicentesederberg.com) or asked during the live presentation.

May 22 2020

Dracut Conservation Commission  
Legal Notice of Public Hearing

Wetlands Protection Act  
A public meeting will be held for a Notice of Intent filed by Alpine Property Management to remove damaged roof drain pipes and install an infiltration chamber at 700 Robbins Ave. Dracut MA 01826. Meeting will be held in connection with Chapter 131, Section 40 of the M.G.L. and the Dracut Wetlands Bylaws on Wednesday, June 3, 2020 at 7:00pm via remote meeting using ZOOM platform. This meeting is being held remotely in accordance with the Governor of Massachusetts March 10, 2020 Order Suspending Certain revisions of the Open Meeting Law M.G.L. Ch30A, Section 20. To obtain this document in an alternative format (Braille, large print) or to make a reasonable accommodation (hearing device, signer, etc.), please contact Christine Lindberg at (978) 453-9492.

PUBLIC INFORMATION When: June 3, 2020 At 7:00pm. Topic: Conservation Commission Meeting. Webinar ID: 850 4111 2766 US: 877-853-5257 (Toll Free) or 888-475-4499 (Toll Free) Dracut Conservation Commission James Jendro, Chairman 978-458-4478

May 22 2020

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**Subject:** RE: Thrive Cultivation & Dispensary, LLC - Marijuana Establishment Community Outreach Meeting  
**Date:** Monday, May 18, 2020 at 3:31:44 PM Eastern Daylight Time  
**From:** clerk  
**To:** Madison Taylor  
**CC:** Rebecca Rutenberg, Michael Gibbons, Michael McGovern

Posted on Town Clerk bulletin board as requested.

Bill Oelfke  
Shirley Town Clerk  
7 Keady Way  
Shirley, MA 01464  
978-425-2600 X1  
clerk@shirley-ma.gov

---

**From:** Madison Taylor [mailto:madison@vicentesederberg.com]  
**Sent:** Monday, May 18, 2020 3:04 PM  
**To:** clerk  
**Cc:** Rebecca Rutenberg  
**Subject:** Thrive Cultivation & Dispensary, LLC - Marijuana Establishment Community Outreach Meeting

Good afternoon,

I am reaching out on behalf of Thrive Cultivation & Dispensary, LLC with regard to their Community Outreach Meeting for a proposed Marijuana Establishment at 130 Lancaster Road, Shirley, MA. Attached please find the complete notice, which provides further details for the meeting.

We respectfully ask that you accept this notice for filing and confirm receipt.

Feel free to reach out with any questions to me directly or to the email listed on the notice.

Best,

Madison Taylor



**NOTICE OF COMMUNITY OUTREACH MEETING  
THRIVE CULTIVATION AND DISPENSARY, LLC**

Notice is hereby given that Thrive Cultivation & Dispensary, LLC will hold a Virtual Community Outreach Meeting on **June 10, 2020** at 7:00 PM to discuss the proposed siting of an Adult Use Marijuana Cultivation, Product Manufacturing, and Retail Establishment at 130 Lancaster Road in Shirley in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

Information necessary to access the Virtual Community Outreach Meeting via Zoom is available by visiting <https://www.shirley-ma.gov/board-selectmen/events/35694>. A copy of the presentation will be made available at least 24 hours prior to the meeting.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing [rebecca@vicentesederberg.com](mailto:rebecca@vicentesederberg.com) or asked during the live presentation.

April 4, 2022

Shirley Town Administrator  
Attn: Michael McGovern  
7 Keady Way  
Shirley, MA 01464

**Re: Request for Records of Costs Related to Thrive's Shirley Operations**

Dear Town Administrator McGovern,

Please be advised that as a requirement of Thrive Cultivation & Dispensary, LLC's ("Thrive") license renewal application for its marijuana establishment in the Town of Shirley ("Shirley" or "Town"), the Cannabis Control Commission (the "Commission") is requiring Thrive to submit (1) documentation that it requested from its Host Community the records of any cost to the Town, whether anticipated or actual, resulting from the licensee's operation within its borders, and (2) any response received from the Host Community in connection with such request, and if no response is received, an attestation to that effect.

Accordingly, please accept this correspondence as Thrive's formal request to the Town to produce the records of any cost, whether anticipated or actual, resulting from Thrive's operation within the Town. Please note that a copy of this correspondence along with any response received from the Town, or barring receipt of any response, an attestation to that effect, shall be submitted by Thrive to the Commission. As the Town is aware, in accordance with M.G.L. c. 94G, § 3(d), any cost to the Town imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Thank you for your attention to this matter, and do not hesitate to contact me with any questions.

Sincerely,



Phil Silverman, Esq.

P: 617-934-2121

E: [Philsilverman@vicesederberg.com](mailto:Philsilverman@vicesederberg.com)

**THRIVE CULTIVATION & DISPENSARY, LLC**  
**MUNICIPAL RESPONSE ATTESTATION – SHIRLEY**

On behalf of Thrive Cultivation & Dispensary, LLC (“Thrive”), I, Phil Silverman, do hereby certify the following:

- In accordance with the requirements of Thrive’s license renewal for its marijuana establishment license, Thrive requested from the Town of Shirley (the “Host Community”) the records of any cost to the Host Community, whether anticipated or actual, resulting from Thrive’s operation within its borders (the “Request”).
- Thrive submitted the Request to the Host Community on April 6, 2022.
- As of the date of this attestation, Thrive has not received a response from the Host Community with respect to the Request.



Signature

4/14/2022

Date

Name: Phil Silverman, Esq.

Title: Counsel for Thrive Cultivation & Dispensary, LLC



## **POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT**

### **Overview**

Thrive Cultivation & Dispensary, LLC (“Thrive”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Thrive has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of Fitchburg (“Target Communities”).

### **Goals**

In order for Thrive to positively impact the Target Communities, Thrive has established the following goals:

1. Providing at least two (2) annual workshops to residents of the Target Communities to help promote their entry into the cannabis industry; and
2. Providing business assets towards endeavors in Taunton that will have a positive impact on the members of these communities.

### **Programs**

Thrive has developed specific programs to effectuate its stated goals to positively impact the Target Communities. Such programs will include the following:

1. Thrive will conduct at least two (2) industry-specific educational seminars annually on marijuana retailing, cultivation, product manufacturing and marijuana business management for Fitchburg residents. Thrive will publicize these seminars within local newspapers such as the Fitchburg Sentinel & Enterprise and distributed at local career fairs; and
2. Thrive will provide a monetary donation of \$5,000 dollars at least once annually to the Old Colony YMCA - Taunton with goals to have a positive impact on members of the community.

### Measurements

The General Manager and the designated Human Resources Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Thrive continues to meet its commitments. Such measurable outcomes, in accordance with Thrive's goals and programs described above, include:

- Documenting the number and subject matter of industry-specific educational seminars offered and performed, and the number of Fitchburg residents that attended;
- Documenting each monetary donation made annually to the Old Colony YMCA - Taunton, including the date of each donation and the amount donated.

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

In the event that Thrive is not meeting its commitments, Thrive will conduct a Company-wide survey soliciting feedback on programs and metrics and how Thrive can be more successful in this Plan.

### Acknowledgements

- Thrive will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Thrive will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



**FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

November 30, 2020

To Whom It May Concern:

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A main component of our work in social services includes direct support for individuals, youth, and families suffering from addiction. Old Colony YMCA is willing to accept financial help and assistance in programs, volunteer hours and other charitable donations from Thrive Cultivation & Dispensary, LLC. Any charitable funds will be restricted for the sole purpose of providing services and treatment to those affected by substance abuse.

Sincerely,

Vincent J. Marturano  
President & CEO  
Old Colony YMCA



**FOR YOUTH DEVELOPMENT  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

November 30, 2020

To Whom It May Concern:

Since 1887, the Old Colony Y has provided programs and services designed to help people of all ages and abilities build healthy spirits, minds, and bodies. We offer a full range of recreational, educational and fitness programming and activities that stress positive values to enrich the individual, strengthen the family, and enhance the quality of life for all community members. Services provided at OCY include health and fitness programs, competitive sports, swimming instruction, leadership and character development training, childcare, after-school programs, mentoring, and comprehensive summer camping programs. In addition, we have operated a Social Service Branch since 1972, providing residential and community-based treatment, shelter and wraparound services for families experiencing homelessness and licensed mental health and substance abuse services.

A main component of our work in social services includes direct support for individuals, youth, and families suffering from addiction. Old Colony YMCA is willing to accept financial help and assistance in programs, volunteer hours and other charitable donations from Thrive Cultivation & Dispensary, LLC. Any charitable funds will be restricted for the sole purpose of providing services and treatment to those affected by substance abuse.

Sincerely,

Vincent J. Marturano  
President & CEO  
Old Colony YMCA



## 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: 0013761721. The exact name of the limited liability company is: THRIVE CULTIVATION & DISPENSARY, LLC

## 2a. Location of its principal office:

No. and Street: 53 MIDLAND DRIVECity or Town: WALTHAM State: MA Zip: 02451 Country: USA

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

No. and Street: 53 MIDLAND DRIVECity or Town: WALTHAM State: MA Zip: 02451 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 LICENSES PURSUANT TO M.G.L. C. 94G AND 935 CMR 500.000 ET SEQ, AND A  
NY OTHER PURPOSE FOR WHICH A LIMITED LIABILITY COMPANY MAY BE FORMED IN THE  
COMMONWEALTH OF MASSACHUSETTS

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

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

Name: ANTHONY CARDILLO IIINo. and Street: 53 MIDLAND DRIVECity or Town: WALTHAM State: MA Zip: 02451 Country: USA

I, ANTHONY CARDILLO III 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	ANTHONY CARDILLO III	53 MIDLAND DRIVE WALTHAM, MA 02451 USA

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

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



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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	ANTHONY CARDILLO III	53 MIDLAND DRIVE WALTHAM, MA 02451 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 29 Day of March, 2019,**  
**JEREMY SHAW**

*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

March 29, 2019 10:58 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

**among**

**THRIVE CULTIVATION & DISPENSARY, LLC**

**and**

**THE MEMBERS NAMED HEREIN**

**Dated as of:**

**March 29, 2019**

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**OPERATING AGREEMENT  
OF  
THRIVE CULTIVATION & DISPENSARY, LLC**

This Operating Agreement (this “**Agreement**”) of Thrive Cultivation & Dispensary, LLC (the “**Company**”), a Massachusetts limited liability company, dated as of the 29th day of March, 2019 is entered into by and among those persons who are from time to time listed as members on Schedule A attached hereto in accordance with the terms of this Agreement (individually, “**Member**” and collectively, the “**Members**”).

The Company was formed as a Massachusetts limited liability company on the 29<sup>th</sup> day of March, 2019, under the laws of The Commonwealth of Massachusetts by the filing of the Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts under Massachusetts General Laws, Chapter 156C (the “**Act**”).

1.     Management by Manager.

- (a) The business and affairs of the Company shall be managed by a manager appointed pursuant to paragraph (b) of this Section (the “**Manager**”). Except as otherwise expressly provided in the Act or in this Agreement, the Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters, to appoint and remove officers of the Company and to perform any and all other acts or activities customary or incident to the management of the Company’s business. The Manager shall have the power of a manager under the Act, including, without limitation, to legally represent the Company.
- (b) The initial Manager of the Company shall be Anthony Cardillo, III (the “**Initial Manager**”). The Initial Manager shall hold office until his resignation, removal from office as hereinafter provided or death or incapacity. The Manager (including the Initial Manager) may be removed, with or without cause, by the affirmative vote of Members holding more than fifty percent (50%) of the total outstanding shares. The Manager may resign at any time by written notice thereof to the Members. Any vacancy occurring in the Manager position shall be filled by the affirmative vote of Members holding more than fifty percent (50%) of the outstanding shares.
- (c) The Manager has a duty of care to the Company and the Members to discharge his duties with the care an ordinary prudent person in a like position would exercise under similar circumstances. In discharging his duties, the Manager shall be fully protected in relying in good faith upon such information, opinions, reports or statements by any of its Members or agent, or by any other person, as to matters such member reasonably believes are within such other person’s professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports

or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

2. Members; Capital Contributions; and Liability of Members.

- (a) No Member has any authority to act for, in the name of or on behalf of the Company, or to do any act that would be binding on the Company, or to incur any expenditure on behalf of the Company.
- (b) Each Member has contributed in cash to the capital of the Company the amount set forth opposite such Member's name on Schedule A hereto. Each Member shall be entitled to be issued shares in the Company in consideration of his capital contribution.
- (c) Except as otherwise provided in this Section 2, no Member shall be obligated or permitted to contribute any additional capital to the Company. No interest shall accrue on any contributions to the capital of the Company, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its shares in the Company, including, without limitation, as a result of the withdrawal or resignation of such Member from the Company, except as specifically provided in this Agreement.
- (d) The liability of the Members for the losses, debts and obligations of the Company shall be limited to their capital contributions. No Member, in his, her or its capacity as a Member (or, if applicable, as a Manager), shall have any liability to restore any negative balance in his, her or its capital account. In no event shall any Member, in his, her or its capacity as a Member, be personally liable for any liabilities or obligations of the Company.
- (e) New Members may be admitted from time to time (i) in connection with an issuance of shares by the Company, which shall require the approval of the Manager, and (ii) in connection with a transfer of shares pursuant to Section 4, and in either case, following such new Member's joinder to this Agreement in a form satisfactory to the Manager. Further, a new Member may be admitted into the Company only if the new Member is qualified under M.G.L. c. 94G and 935 CMR 500.000 *et seq.*, both as may be amended or replaced from time to time (the "**Cannabis Code**") to have an ownership or economic interest in a Marijuana Establishment.

3. Share of Profits and Other Items. All distributions from the Company, whether interim or upon final liquidation, shall be allocated among the Members pro rata in accordance with their holding of shares of each Member as set forth on Schedule A hereto. No distributions of profits shall be made except by a resolution duly adopted by the holders of 100% of the outstanding shares of the Company.

4. Transfer of a Member's Shares. The Members may not transfer their shares without the consent of the Manager. Notwithstanding the foregoing, no Member may transfer its shares to any transferee that would, upon becoming a Member, be an Affected Member as described in this Agreement.
5. Priorities. No Member shall have any rights or priority over any other Member as to contributions or as to distributions or compensation by way of income.
6. Continuation of the Company. The Company shall continue perpetually until the holders of 100% of the outstanding shares of the Company approve the dissolution of the Company.
7. Termination of Membership; Return of Capital. No Member may terminate his or its membership in the Company or have any right to distributions respecting his shares except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member's contribution.
8. Books and Records; Bank Accounts.
  - (a) The Company shall keep just and true books of account with respect to the operations of the Company.
  - (b) Such books shall be kept on the accrual method of accounting, or on such other method of accounting as the Manager may from time to time determine, and shall be closed and balanced as of December 31 in each year. The fiscal year of the Company shall be the calendar year.
9. Indemnity. The Manager and each Member shall be entitled to indemnity from the Company for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them by this Agreement, and/or for any act omitted to be performed, except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.
10. Automatic Divestiture. If, during anytime while the Company holds a local or state license pursuant to the Cannabis Code, a Member or a member of an entity that is a Member of Company is not qualified pursuant to the Cannabis Code to hold an ownership or economic interest in a Marijuana Establishment, then all interests of that Member in the Company (the "**Affected Member**") will automatically and immediately terminate, and the Affected Member will cease to be a Member, provided, however, that if the Affected Member is a corporate entity and the Affected Member's disqualification from holding an ownership or economic interest in a Marijuana Establishment is due to a member, shareholder, or officer of the Affected Member, the Affected member shall have an option to redeem its share and shall be restored to its ownership position before the divestiture if the Affected Member provides evidence satisfactory to the Manager that the member, shareholder, or officer that cause such disqualification has been removed. Notwithstanding

the foregoing, the automatic divestiture provided by this Section may be waived by a majority vote of the Members, without regard to the Affected Member.

11. Settling of Accounts Following Automatic Divestiture. The Company shall be liable for the terminated ownership interest of the Affected Member as follows: (i) The Company and the Affected Member shall determine the fair market value of the Affected Member's Units by a mutually-agreed upon third party appraisal; (ii) if the Affected Member and the Company cannot agree on a third party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two valuations of the Affected Member's Units shall be averaged and used for calculating the Payoff Note (as defined herein); (iii) once the value of the Affected Member's Units is determined, the Company shall deliver a note (the "**Payoff Note**") to the Affected Member for one hundred percent (100%) of the value determined by the appraisal or the average of the appraisals. The Payoff Note shall be payable over a five (5) year period and shall bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or shall be discounted (using the same rate) to present value if an earlier payoff is required under the Cannabis Code. The terms of the Payoff Note shall include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Member's Units, in accordance with the terms of this Agreement, to finance the Payoff Note or for any other lawful reason

12. Miscellaneous.

- (a) 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 permitted assigns; and each and every successor-in-interest to any Member, whether such successors acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. 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 Company other than a Member who is such creditor of the Company.
- (b) No change, 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.
- (c) 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.
- (d) 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 the Members have not signed the same counterpart.

- (e) Any and all notices under this Agreement shall be effective (i) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the Company at its registered office under the Act, and if to a Member at the last address of record on the Company books.
- (f) This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

13. Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first referenced above.

**THRIVE CULTIVATION & DISPENSARY, LLC**

---

By: Anthony Cardillo, III  
Its: Manager

**MEMBERS:**

---

Anthony Cardillo, Jr.

---

Anthony Cardillo, III

---

Michael Cardillo

---

Kristin Bowles

SCHEDULE "A"  
TO  
OPERATING AGREEMENT  
OF  
THRIVE CULTIVATION & DISPENSARY, LLC

<u>Name</u>	<u>Capital Contribution</u>	<u>Shares</u>
Anthony Cardillo, Jr. 53 Midland Drive Waltham, MA 02451	\$100	30,000
Anthony Cardillo, III 59 Midland Drive Waltham, MA 02451	\$100	30,000
Michael Cardillo 38 Coolidge Ave Waltham, MA 02452	\$100	30,000
Kristin Bowles 59 Grant Ave Belmont, MA 02478	\$33.33	10,000



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THRIVE CULTIVATION & DISPENSARY L  
53 MIDLAND DR  
WALTHAM MA 02451-1329

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

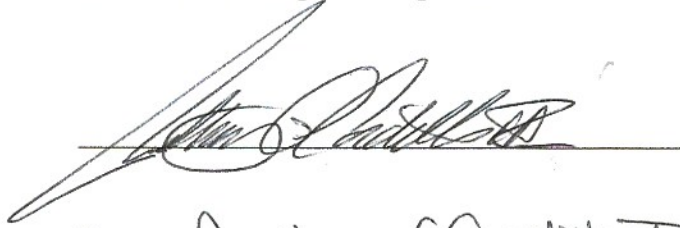
Visit [mass.gov/dor](https://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

**Certificate of Good Standing or Compliance from the Massachusetts  
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Anthony Cardillo III, an authorized representative of Thrive Cultivation and Dispensary, LLC certify that Thrive Cultivation and Dispensary, LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



11/3/20  
Date

Name: Anthony G Cardillo III

Title: Manager

Entity: Thrive Cultivation and Dispensary, LLC



William Francis Galvin  
Secretary of the  
Commonwealth

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

November 18, 2020

TO WHOM IT MAY CONCERN:

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

**THRIVE CULTIVATION & DISPENSARY, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 29, 2019**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; 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:  
**ANTHONY CARDILLO III**

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

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

In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.



*William Francis Galvin*  
Secretary of the Commonwealth

Processed By:KMT



**THRIVE CULTIVATION & DISPENSARY, LLC**

**BUSINESS PLAN**

November 19, 2020



## EXECUTIVE SUMMARY

### **Mission Statement and Message from the CEO**

Thrive Cultivation & Dispensary, LLC (“Thrive”) proposes to operate a co-located marijuana cultivation, product manufacturing, and retail establishment at 130 Lancaster Road in Shirley. Thrive is committed to creating a safe and clean community environment and that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

### **What Drives Us**

Thrive’s goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Thrive’s operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

## TEAM

### **General**

Thrive has put together a team to implement the operations of the Marijuana Establishment and intends to create approximately 50 full-time staff positions within the first three years of operation.

### **Founders**



**Anthony Cardillo III**, Co-Owner and Chief Executive Officer, currently serves as the Vice President of A. Cardillo & Sons, where he is responsible for estimating, business development, and day-to-day operations. He diversified Cardillo operations with the founding of Cardillo Development, a local residential development company, where he also serves as Operating Manager.



**Kristin Bowles**, Co-Owner, currently serves as the Controller and Office Manager at A. Cardillo & Sons, Inc. She is responsible for day-to-day financial management of all projects, purchasing and billing, human resources, and oversight of all administrative duties. Her previous experience lies in client and vendor relations as General Manager for a Waltham-based hotel group.





**Michael Cardillo**, Co-Owner, currently serves as a Vice President of A. Cardillo & Sons, Inc. He expanded Cardillo operations by establishing MP Cardillo, a landscape and aggregate supply business, and oversees MP Cardillo's two locations in Waltham and Littleton, as well as the maintenance division and trucking operations. He is responsible for employee management, estimating, business development, and operations.



**Anthony Cardillo, Jr.**, Co-Owner, is President of A. Cardillo & Sons, Inc. where he maintains over 40 years of experience owning and operating a successful business with over 20 employees. He advises on operations for all divisions of the company, including client relations and employee development.

## COMPANY DESCRIPTION

### **Structure**

Thrive is a Massachusetts domestic for-profit limited liability company that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

Thrive will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

### **Operations**

Thrive proposes to construct a single building that will house its cultivation, product manufacturing, and retail operations. The building will have a footprint of 22,500 square feet, with a second floor including an additional 22,500 square feet of space. The project will be completed in two phases as detailed below. Thrive has selected to implement the construction of project in phases to allow for thoughtful, scaled operations; to limit the amount of construction on the facility at any given time, limiting the scale of disruption to the surrounding community; and to allow for reinvestment into the business. Thrive will seek approval for future phases from the Shirley Planning Board.

**Phase One:** Thrive will construct the building shell in its totality and perform site improvements, which will include:

- First floor fit out (full, completed construction):
  - Retail space
  - Cultivation and support space
  - Laboratory space
  - Drive-in shipping and receiving
- Second floor fit out (full, completed construction) including:
  - Office space;

- Rough out (construction infrastructure such as plumbing, electricity, HVAC, and wiring is completed and sealed, but formal building design is not completed) of:
  - Cultivation and support area on the second floor (to be completed in phase two).

*Phase Two:* Thrive will fit out and complete areas that were roughed out during phase one. All phase one operations will be operable during phase two fit out.

- Fit out cultivation and support area on the second floor

**Interior Facility – Retail Facility:** In accordance with 935 CMR 500.140(3), access to Thrive’s facility will be limited to individuals 21 years of age and older.

Upon a customer’s entry into the premises within a secured security vestibule, a Thrive agent will immediately inspect the customer’s proof of identification and determine the individual’s age. An individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual’s proof of identification.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of an agent. Once a customer has selected a product for purchase, an agent will collect the chosen items from the designated product storage area. An agent will then scan each product barcode into the point of sale system. An agent will affix a label, as generated by the point of sale system, indicating the date, strain name, cannabinoid profile, and all applicable warnings detailed in 935 CMR 500.105.

Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates the seed-to-sale tracking system that is compliant with 935 CMR 500.105(8). Per M.G.L. c. 94G § 7, sales are limited to one ounce of marijuana flower or five grams of marijuana concentrate per transaction. All required taxes will be collected at the point of sale. In the event an agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. Thrive will use the point of sale security system to accept payment, provide educational materials, and complete sales. The system can back up and securely cache each sale for inspection.

Customers will exit the facility from the vestibule in which they entered.

**Interior Facility – Cultivation and Product Manufacturing Establishment:** In accordance with 935 CMR 500, access to Thrive’s facility will be limited to employees, contractors, law enforcement and regulators, and authorized visitors that are 21 years of age and older.

**Cultivation Agent Entrance Procedures:** All Cultivation Technicians will enter the Cultivation Facility using the main exterior door. Upon entry, Cultivation Technicians will proceed directly to the Locker Rooms to change into uniforms and will then report to their assigned Cultivation Room(s).

**Clone Room:** The Clone Room is initially dedicated to the germination of seeds during ramp up, and then will be used to house clones from mother plants, which will be chosen from initial seed stock. Cloning, the act of taking a genetically identical specimen from mother stock, takes place in the clone room. The Cultivation Technician that oversees the Mother Room and Clone Room

propagates plant material and is responsible for the plants' life cycle from cutting to vegetative phase. Seeds will be germinated in rockwool cubes and housed in the clone room for up to 3-4 weeks. All viable plants will continue to be grown under fluorescent lighting in the Clone Room until determined by the Director of Cultivation that plants are ready to be transitioned into the Vegetative Room.

**Vegetative Room:** The Vegetative Room houses all plants that are in between the Clone Room and Flowering Rooms. Grow lights will be used to encourage vegetative growth and proper root establishment. Plant material will also be transitioned from low intensity lighting to high intensity to prevent transplant/light shock. The Vegetative Room light cycle varies between eighteen to twenty-four (18-24) hours of light. All seeds/clones are repotted into a coco-based media upon entering the Vegetative Room. Marijuana plants will be housed in the Vegetative Room for 2-4 weeks depending on individual, strain-specific characteristics. During the initial ramp up phase, some plants will be diverted into the Mother Room for the purpose of creating mother stock from which future propagation from clone/cuttings will be taken. The Vegetative Room will house plants before they transition into Flowering Rooms.

**Mother Room:** The Mother Room houses all selected plants from initial seed stock that meet the characteristics that the Director of Cultivation is looking for in each strain of marijuana. The Mother Room consists of grow lights that offer the proper wavelengths of light to encourage rapid growth to produce clones on a weekly basis. The Mother Room light cycle is twenty-four (24) hours of light. Cultivation Technicians assigned to the Mother and Clone Rooms will be responsible for taking cuttings from mother stock and propagating within the Clone Room.

**Flowering Rooms:** The Flowering Rooms consist of marijuana plants fed from the vegetative room. Marijuana plants are placed under a twelve/twelve (12/12) light cycle to initiate flowering. With the use of grow lights, the flowering marijuana plants receive the correct amount of red/orange wavelengths of light to promote proper flowering behavior. The Flowering Rooms are where the plants' life cycles end; this period can vary from eight to twelve (8-12) weeks. Flowering Rooms may house multiple varieties and different stages of the marijuana flowering phase. All plants will remain properly labeled and tracked using Metrc.

**Harvest:** When marijuana plants reach full maturity, as determined by the Director of Cultivation or Cultivation Manager by examining the trichomes of the plant, plants will be cut down to the soil line in the Flowering Rooms and transferred to the Trim Room. Trimming will be conducted by a machine while the flowers are wet. Cultivation Technicians engaged in the harvest process will wear gloves to prevent contamination. After marijuana flowers are processed by the mechanical trimmer, they will be moved to the Dry Room. The environmental conditions in the Dry Room will be maintained to ensure the even drying of marijuana flowers. Once dried, marijuana flowers will be packaged in sealed containers in compliance with Commission regulations. Samples of batches are sent out for third-party testing.

**Plant Care:** Cultivation Technicians will be responsible for all plant maintenance in their assigned cultivation rooms. Responsibilities will include watering/irrigation, potting/re-potting, pruning and Integrated Pest Management (IPM). The IPM Program is designed to control and limit pests and other pathogens. Cultivation Technicians will maintain appropriate levels of sanitation in all cultivation areas and keep assigned cultivation rooms clean and free from hazards. Toxic items will be labeled, identified appropriately, held, and stored in the cultivation supply room in order to protect marijuana and MIPs from being contaminated.

Laboratory and Kitchen: In the laboratory, Thrive will produce concentrates for bulk sale and the creation of marijuana products using supercritical CO2 and then refined to extremely high purity and cleanliness using a fractional distillation process. The refinement process will reduce levels of microbials (mold, yeast, gram negative bacteria, etc.) and heavy metals down to an undetectable scale.

All edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State sanitary code chapter X: Minimum sanitation standards for food establishments, 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements as applicable.

**Indoor Facility – Product Shipping / Receiving:** Thrive’s facility incorporates a drive-in loading dock to ensure the highest level of safety. Wholesale marijuana and marijuana products will be routed from the facility to other licensed marijuana establishments approximately two to three times each week in unmarked sprinter vans. Pursuant to 935 CMR 500.105, there will be no advertising, markings, or branding indicating that the vehicle is being used to transport marijuana. Routes and times used for the transportation of marijuana and marijuana products are randomized. Marijuana and marijuana products will be transported in secure, locked storage compartments that are a part of the vehicle transporting the marijuana products and cannot be easily removed. At least two agents will staff vehicles transporting marijuana. One agent will remain in the vehicle at all times, and the other will be accompanied by a staff member into the facility.

All vehicles will be equipped with a video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which shall remain operational at all times during the entire transportation process and which shall have the ability to produce a clear color still photo whether live or recorded and a date and time stamp embedded in all recordings which shall always be synchronized and set correctly and shall not significantly obscure the picture.

Communications: Any vehicle used by Thrive to transport marijuana and marijuana products will contain a global positioning system (“GPS”) monitoring device that is: 1) not a mobile device that is easily removable; 2) attached to the vehicle at all times that the vehicle contains marijuana and marijuana products; and 3) monitored by Thrive during transport of marijuana and marijuana products. Thrive will obtain an inspection from the Commission prior to initial transportation of marijuana and marijuana products and after any alteration to the locked storage compartment.

Each Thrive agent transporting marijuana products will have access to a secure form of communication with personnel at Thrive at all times that the vehicle contains marijuana and marijuana products. Thrive will utilize either two-way digital or analog radio, cellular phones, or satellite phones for these purposes dependent upon the transportation area, base capabilities, cellular signal coverage, antenna coverage, and frequency of transportation.

Marijuana establishment agents transporting marijuana or marijuana products will be required to contact the Thrive facility when stopping at and leaving any scheduled location, and regularly throughout the trip, at least every 30 minutes.

Each agent transporting or otherwise handling marijuana or marijuana products for Thrive will be registered as a marijuana establishment agent and have a driver’s license in good standing issued

by the Massachusetts Registry of Motor Vehicles for all classes of vehicle the marijuana establishment agent will operate for Thrive prior to transporting or otherwise handling Thrive's marijuana or marijuana products. All Thrive agents will carry their registration cards at all times when transporting marijuana or marijuana products for Thrive and will produce their registration card to the Commission or law enforcement officials upon request. Thrive will use best management practices to reduce energy and water usage, engage in energy conservation, and mitigate other environmental impacts wherever possible.

Representatives of the Commission, other Commonwealth agencies, and emergency responders responding in the course of an emergency will have access to all Thrive transportation vehicles as necessary.

**Indoor Facility – Cash Management Shipping / Receiving:** If Thrive enters into a contract to deposit funds with a financial institution that conducts any transaction in cash, Thrive will establish and implement adequate security measures and procedures for safe cash handling and cash transportation to financial institutions or DOR facilities to prevent theft and loss, and to mitigate associated risks to the safety of employees, customers, and the general public. Adequate security measures will include:

1. An on-site secure locked safe or vault maintained in an area separate from retail sales areas used exclusively for the purpose of securing cash;
2. Video cameras directed to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities, provided that the cameras may be motion-sensor activated cameras and provided, further, that all cameras be able to produce a clear, still image whether live or recorded;
3. A written process for securing cash and ensuring transfers of deposits to Thrive's financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities, including a locked bag; and
4. Use of an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25 (watch, guard or patrol agency) and has been approved by the financial institution or DOR facility.

### **Regulatory Structure**

Thrive will 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; and promptly transcribe inventories if taken by use of an oral recording device.

Thrive will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Thrive will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Thrive will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Thrive will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Thrive will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Thrive will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Thrive will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Thrive will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Thrive. If Thrive is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Thrive has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Thrive and Thrive agents will comply with all local rules, regulations, ordinances, and bylaws.

### **Security**

Thrive will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Thrive's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Thrive's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Thrive will maintain a current list of individuals with access. Thrive will have security personnel on-site during business hours.

On-site consumption of marijuana by Thrive's employees and visitors will be prohibited.

### **Benefits to Host Communities**

Thrive looks forward to working cooperatively with its host community to ensure that Thrive operates as a responsible, contributing member of those host communities.

Shirley stands to benefit in various ways, including but not limited to the following:

1. **Jobs**: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits**: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. **Access to Quality Product**: Thrive will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. **Control**: In addition to the Commission, the Police Department and other municipal departments will have oversight over Thrive's security systems and processes.
5. **Responsibility**: Thrive is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. **Economic Development**: Thrive's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

## **MARKET RESEARCH**

### **Customers**

Thrive will only sell marijuana and marijuana products to other licensed Marijuana Establishments and customers ages 21 years and older that provide valid identification.

### **Competitive Advantage**

Thrive possesses several strengths that separate Thrive from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

### **Products & Services**

In addition to traditional sativa, indica, and hybrid cannabis flower, Thrive will offer a wide range of products that will allow Thrive to serve customers with a wide variety of needs. Products Thrive intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules

### **Pricing Structure**

Thrive's pricing structure will vary based on market conditions. Thrive plans to provide products of superior quality and will price accordingly.

## **MARKETING & SALES**

### **Growth Strategy**

Thrive's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of consummate professionals.

Thrive plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.



## **Communication**

Thrive will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Thrive will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

Thrive will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Thrive will market its products and services to reach a wide range of qualified consumers.

Thrive will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

Thrive will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

## **Sales**

Thrive will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times

New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Thrive will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

### **Logo**

Thrive has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo can be found below:





### **PLAN FOR OBTAINING LIABILITY INSURANCE**

Thrive Cultivation & Dispensary, LLC (“Thrive”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Thrive will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Thrive will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Thrive will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.



## **DIVERSITY PLAN**

### **Overview**

Thrive Cultivation & Dispensary, LLC (“Thrive”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

To support such populations, Thrive has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Thrive’s operations.

### **Goals**

In order for Thrive to promote equity for the above-listed groups in its operations, Thrive has established the following goal:

- Increasing the number of individuals falling into the above-listed demographics working at Thrive and ensuring that agents are from the above-listed populations. More specifically, the goal for employment composition will be:
  - At least 10% of staff comprised of Minorities;
  - At least 50% of staff comprised of Women;
  - At least 10% of staff comprised of Veterans;
  - At least 10% of staff comprised of Disabled Individuals; and
  - At least 10% of staff comprised of individuals who identify as LGBTQ+.<sup>1</sup>

### **Programs**

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

- Hosting at least one (1) career fair annually in Fitchburg, with a focus on interviewing members of the diverse populations;
- Advertising employment opportunities (as they become available, but no less than once annually) in diverse publications, job boards, or other media (such as The Rainbow Times and diversityjobs.com).

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<sup>1</sup> The above goals and percentages were provided at the Commission’s request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent Thrive’s efforts for hiring a diverse workforce; however, Thrive is limited in its ability to confirm the ultimate percentages of these demographics in its workforce due to applicable employment and labor laws.

### Measurements

The General Manager and the designated Human Resources Manager will administer the Plan and will be responsible for developing measurable outcomes to ensure Thrive continues to meet its commitments. Such measurable outcomes, in accordance with Thrive's goals and programs described above, include:

- Documenting the hosting of at least one career fair annually in Fitchburg to recruit qualified minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+.
- Conducting employment composition reviews to determine what percentage of employees identify as being from the above-listed groups, and to determine whether the employment composition consists of at least 10% minorities, 50% women, 10% veterans, 10% disabled individuals, and 10% LGBTQ+; and
- Recording the number of job postings, as they become available, but no less than once annually, advertised in diverse publications, job boards, or other media (such as The Rainbow Times and diversityjobs.com).

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

In the event that Thrive is not meeting its commitments, Thrive will conduct a Company-wide survey soliciting feedback on programs and metrics and how Thrive can be more successful in its commitments and in promoting equity generally.

### Acknowledgements

- Thrive will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Thrive will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



## **PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER**

In the event Thrive discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Thrive will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Thrive will not engage in any advertising practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Thrive will not engage in any advertising by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Thrive will not manufacture or sell any edible products that resemble a realistic or fictional human, animal, fruit, or sporting-equipment item including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any advertising created for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), Thrive packaging for any marijuana or marijuana products will not use bright colors, defined as colors that are “neon” in appearance, resemble existing branded products, feature cartoons, a design, brand or name that resembles a non-cannabis consumer or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be marketed to minors. Thrive’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



## **QUALITY CONTROL AND TESTING**

### **Quality Control**

1. Any Thrive 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, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Thrive agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. 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.
3. Thrive's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Thrive's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Thrive's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Thrive will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Thrive's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Thrive's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Thrive's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Thrive will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing

products used in the cultivation of marijuana. Thrive acknowledges and understands that the Commission may require Thrive to demonstrate the intended and actual use of any toxic items found on Thrive's premises;

11. Thrive will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Thrive's needs;
12. Thrive's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Thrive will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Thrive will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Thrive will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Thrive's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Thrive will ensure that Thrive's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Thrive will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Thrive to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

#### Testing

Thrive will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.



Any Independent Testing Laboratory relied upon by Thrive for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Thrive's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Thrive's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Thrive's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Thrive acknowledges and understands that the Commission may require additional testing.

Thrive's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Thrive and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Thrive will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Thrive acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Thrive's

marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Thrive for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

#### Quality Control Samples

Quality Control Samples provided to employees may not be consumed on Thrive's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Thrive will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Thrive will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.



## **PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

### **Overview**

Thrive Cultivation & Dispensary, LLC (“Thrive”) will securely maintain personnel records, including registration status and background check records. Thrive will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

### **Agent Personnel Records**

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Thrive and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

### **Agent Background Checks**

- In addition to completing the Commission’s agent registration process, all agents hired to work for Thrive will undergo a detailed background investigation prior to being granted access to a Thrive facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Thrive pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for

purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Thrive will consider:
  - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
  - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Thrive will:
  - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Thrive will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;
    - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - vi. Relationship of offense or incident to nature of work to be performed;
    - vii. Number of offenses or incidents;
    - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
    - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
    - x. Any other relevant information, including information submitted by the subject.

- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Thrive or the Commission.

#### Personnel Policies and Training

As outlined in Thrive's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Thrive agents are required to complete training as detailed in Thrive's Qualifications and Training plan which includes but is not limited to Thrive's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Thrive will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Thrive operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



## **RECORDKEEPING PROCEDURES**

Thrive Cultivation & Dispensary, LLC (“Thrive”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Thrive documents. Records will be stored at Thrive in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

### **Recordkeeping**

To ensure that Thrive is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Thrive’s quarter-end closing procedures. In addition, Thrive’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
  - Directors & Officers Policy
  - Product Liability Policy
  - General Liability Policy
  - Umbrella Policy
  - Workers Compensation Policy
  - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
  - Annual Agent Registration
  - Annual Marijuana Establishment Registration
- Local Compliance:
  - Certificate of Occupancy
  - Special Permits
  - Variances
  - Site Plan Approvals
  - As-Built Drawings
- Corporate Governance:
  - Annual Report
  - Secretary of Commonwealth Filings

- **Business Records**

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

- Assets and liabilities;

- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Thrive.
- Personnel Records

At a minimum, Personnel Records will include:

  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Thrive and will include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe operating conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
  - Thrive will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - Thrive will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation,



flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer

- Thrive will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.

- Incident Reporting Records

- Within ten (10) calendar days, Thrive will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident.
- All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Thrive for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Thrive's jurisdiction on request.

- Visitor Records

- A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.

- Waste Disposal Records

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

- Security Records

- A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
- Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
- Recordings shall not be destroyed or altered and shall be retained as long as necessary if Thrive is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.

- Transportation Records
  - Thrive will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
  - Records that any and all of Thrive's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
  - Thrive shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
  - In the event Thrive closes, all records will be kept for at least two (2) years at Thrive's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Thrive will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

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

  - Security measures in compliance with 935 CMR 500.110;
  - Employee security policies, including personal safety and crime prevention techniques;
  - A description of Thrive's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
  - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
  - Engaged in unsafe practices with regard to Thrive operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Thrive, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Thrive's website.
- Policies and procedures for the handling of cash on Thrive premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
  - Thrive shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should

include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

#### Record-Retention

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



## **MAINTAINING OF FINANCIAL RECORDS**

Thrive Cultivation & Dispensary, LLC's ("Thrive") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Thrive.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
  - Prohibiting the use of software or other methods to manipulate or alter sales data;
  - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - If Thrive determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
  - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
  - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
  - Thrive shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.



## **QUALIFICATIONS AND TRAINING**

Thrive Cultivation & Dispensary, LLC (“Thrive”) will ensure that all employees hired to work at a Thrive facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Thrive will maintain a list of anticipated positions and their qualifications.

### **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.

Thrive will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Thrive discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Thrive 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 Thrive’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Thrive 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 Thrive or by a third-party vendor engaged by the Thrive. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Thrive 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.

### ***Basic Core Curriculum***

Thrive 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 Thrive Agents which shall include:
  - Conduct of Thrive Agents;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - 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 sale;
  - Licensee responsibilities for activities occurring within licensed premises; xix. 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.

Thrive 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. Thrive’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 Thrive Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Thrive to maintain designation as a Responsible Vendor. Once the Thrive Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.





## **ENERGY COMPLIANCE PLAN**

Thrive Cultivation & Dispensary, LLC (“Thrive”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Thrive will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

### **Potential Energy-Use Reduction Opportunities**

Thrive is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Thrive will continue to evaluate energy-use reduction opportunities.

### **Renewable Energy Generation Opportunities**

Thrive is in the process of considering opportunities for renewable energy generation (including wind and solar options). Thrive’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Thrive may reconsider at a future date. Thrive will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

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

Thrive is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Thrive will continue to evaluate strategies to reduce electric demand.

#### Opportunities for Engagement with Energy Efficiency Programs

Thrive 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. Thrive will also coordinate with its utility companies to explore any energy efficiency options available to Thrive.