



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282412
Original Issued Date: 05/09/2020
Issued Date: 05/09/2020
Expiration Date: 05/09/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: High Hawk Farm LLC

Phone Number: 978-618-9464
Email Address: higinssolutions@icloud.com

Business Address 1: 140 Worcester Road
Business City: Barre
Business State: MA
Business Zip Code: 01005
Business Address 2:
Mailing Address 1: 140 Worcester Road
Mailing City: Barre
Mailing State: MA
Mailing Zip Code: 01005

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: 50
Role: Owner / Partner
Percentage Of Control: 40
Other Role:

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

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50	Percentage Of Control: 40	
Role: Owner / Partner	Other Role:	
First Name: Christopher	Last Name: Higgins	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership:	Percentage Of Control: 20	
Role: Manager	Other Role:	
First Name: Liam	Last Name: Sullivan	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

Close Associates or Member 1

First Name: Joseph	Last Name: Higgins	Suffix: JR
Describe the nature of the relationship this person has with the Marijuana Establishment: Joseph has a financial interest in High Hawk Farm, he has provided capitol funds.		

Close Associates or Member 2

First Name: Jennifer	Last Name: Nadeau	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Jennifer will be handling the HR, payroll and assist with all compliancy.		

Close Associates or Member 3

First Name: Lindsay	Last Name: Higgins	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Lindsay lives in the home located on the property.		

Close Associates or Member 4

First Name: Susan	Last Name: Higgins	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Susan is married to Ronald Higgins and could exercise a significant influence on him.		

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Joseph	Last Name: Higgins	Suffix: JR	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$150000	Percentage of Initial Capital: 70

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Christopher

Last Name: Higgins

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$63800

Percentage of Initial Capital: 30

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 101 Daunt Road

Establishment Address 2:

Establishment City: Barre

Establishment Zip Code: 01005

Approximate square footage of the Establishment: 120000

How many abutters does this property have?: 12

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

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft

Cultivation Environment:

Outdoor

FEE QUESTIONS

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft Cultivation Environment: Outdoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HHF HCA Certification.pdf	pdf	5de841d6170b4c5353e3d40e	12/04/2019
Plan to Remain Compliant with Local Zoning	HHF-Plan to Remain Compliant w: Local Zoning.pdf	pdf	5dec1e890f35e05798b3ab2a	12/07/2019
Community Outreach Meeting Documentation	HHF-Community Outreach Attestation.pdf	pdf	5dec2f280f35e05798b3ab32	12/07/2019
Community Outreach Meeting Documentation	HHF Community Outreach RFI reply.pdf	pdf	5e309cdc5b05c304785e4edc	01/28/2020

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
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Other	Letter from United Way.pdf	pdf	5e30982e5a2369047f222edb	01/28/2020
Plan for Positive Impact	HHF Plan to Postively Impact Areas of Disp. Impact .pdf	pdf	5e45818f5b05c304785e7d3f	02/13/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:
First Name: Ronald Last Name: Higgins Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:
First Name: Christopher Last Name: Higgins Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Other (specify) Other Role: Capitol Investor
First Name: Joseph Last Name: Higgins Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 4

Role: Manager Other Role:
First Name: Liam Last Name: Sullivan Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 5

Role: Other (specify) Other Role: Spouse
First Name: Susan Last Name: Higgins Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 6

Role: Volunteer Other Role:
First Name: Lindsay Last Name: Higgins Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 7

Role: Employee Other Role:
First Name: Jennifer Last Name: Nadeau Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	HHF-Cert Good Standing Commonwealth of MA.pdf	pdf	5dec1c65d5b0805341c6597b	12/07/2019
Bylaws	High Hawk Farm Operating Agreement Part 1.pdf	pdf	5dedbf0bd5b0805341c65a9a	12/08/2019
Bylaws	High Hawk Farm Operating Agreement Part 2.pdf	pdf	5dedbf27ea4df3530e64825d	12/08/2019
Articles of Organization	High Hawk Farm Articles of Organization.pdf	pdf	5dedc0318bdcfd57ae529659	12/08/2019
Department of Revenue - Certificate of Good standing	HHF Cert of Good Standing DOR & DUA.pdf	pdf	5e2b33b561c9e9045a78eebb	01/24/2020

No documents uploaded

Massachusetts Business Identification Number: 001405430

Doing-Business-As Name:

DBA Registration City: Barre

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	High Hawk Farm Business Plan.pdf	pdf	5de716fb7aad8653363bfdc5	12/03/2019
Proposed Timeline	HHF Proposed Timeline.pdf	pdf	5de7194fb4f83557d6cc993e	12/03/2019
Plan for Liability Insurance	HHF - Plan for Obtaining Liability Insurance.pdf	pdf	5e223005b065c907635a7450	01/17/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	HHF Policies and Procedures for Cultivating.pdf	pdf	5de703f37aad8653363bfdb0	12/03/2019
Prevention of diversion	HHF-Prevention of Diversion Plan.pdf	pdf	5de70afeb4f83557d6cc992a	12/03/2019
Storage of marijuana	HHF Storage of marijuana.pdf	pdf	5de70c01160e3b57a3dd5212	12/03/2019
Transportation of marijuana	HHF Transportation of marijuana.pdf	pdf	5de70cf1a9ef3857c445c621	12/03/2019
Inventory procedures	HHF Inventory procedures.pdf	pdf	5de70dcd66a32657cfbddd3a	12/03/2019
Quality control and testing	HHF Quality Control and Testing.pdf	pdf	5de70ea7ea4df3530e647609	12/03/2019

Dispensing procedures	HHF Dispensing Procedures.pdf	pdf	5de70f13160e3b57a3dd5216	12/03/2019
Personnel policies including background checks	HHF-Personnel Policies including Background Checks.pdf	pdf	5de70fe17aad8653363bfdba	12/03/2019
Record Keeping procedures	HHF Record Keeping Procedures.pdf	pdf	5de710a7b4f83557d6cc992f	12/03/2019
Maintaining of financial records	HHF Maintaining of Financial Records.pdf	pdf	5de711ecbcb01253152f8d89	12/03/2019
Qualifications and training	HHF Qualifications and Training.pdf	pdf	5de7124e9c1081532b9a8378	12/03/2019
Separating recreational from medical operations, if applicable	HHF Separating Rec from Medical .pdf	pdf	5de83370fd468857b99bf32b	12/04/2019
Restricting Access to age 21 and older	HHF Policies Restricting Access to 21 and older.pdf	pdf	5e22322dc72d2d074d8e2317	01/17/2020
Diversity plan	HHF Diversity Plan.pdf	pdf	5e2236574c3b1606ec2b8d79	01/17/2020
Security plan	HHF-Security Plan Barre Revised 1_20_20.pdf	pdf	5e30a1381c3b1d04a32af961	01/28/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 7:00 AM Monday To: 6:00 PM

Tuesday From: 7:00 AM Tuesday To: 6:00 PM

Wednesday From: 7:00 AM Wednesday To: 6:00 PM

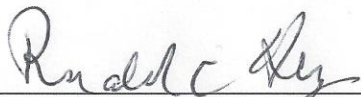
Thursday From: 7:00 AM	Thursday To: 6:00 PM
Friday From: 7:00 AM	Friday To: 6:00 PM
Saturday From: 7:00 AM	Saturday To: 6:00 PM
Sunday From: 7:00 AM	Sunday To: 6:00 PM

Host Community Agreement Certification Form

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

Applicant

I, Ronald Higgins, (*insert name*) certify as an authorized representative of High Hawk Farm (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Barre (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on Nov. 21st 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Matthew D. Urban, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Barre (*insert name of host community*) to certify that the applicant and Town of Barre (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Nov 21st 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Chairman, Barre Board of Selectman

High Hawk Farm Plan to Remain Compliant with Local Zoning

The Town of Barre has Code 140-11.2 Adult and Medical Marijuana and Marijuana Establishments. High Hawk Farms will remain compliant with all local code and zoning including the following where applicable:

140-11.2 (A) Authority, Purpose and Intent: N/A

140-11.2 (B) Definitions: N/A

140-11.2 (C) Application Requirements: High Hawk Farm will meet this requirement by submitting all documents requested by the Barre Planning Board

140-11.2 (D) Use Regulations: High Hawk Farm currently meets these regulations and plans to remain compliant with these regulations

140-11.2 (E) Location, Physical Requirements, and Allowed Uses: High Hawk Farm currently meets these requirements and plans to remain compliant with these requirements.

140-11.2 (F) Annual Reporting: The Town of Barre requires High Hawk Farm to provide the annual report required by the Cannabis Control Commission to be submitted to the town. High Hawk Farm plans to submit that report to the Town of Barre.

140-11.2 (G) Restrictions and Prohibitions: High Hawk Farm currently meets these restrictions and plans to remain compliant with these restrictions.

140-11.2 (H) Findings: With a CCC license and following current state laws and regulations High Hawk Farm will meet this requirement. High Hawk Farm plans to follow current state laws and regulations and remain compliant with this requirement.

140-11.2 (I) Prior to Issuance of Special Permit: High Hawk Farm has a current HCA from the Town of Barre which satisfies this requirement

140-11.2 (J) Transfer of Ownership/Discontinuance of Use: High Hawk Farm will comply to these regulations if needed.

140-11.2 (K) Outside Consultants and Review Fees: High Hawk Farm will comply to this regulation if the Town of Barre Planning Board requires it.

140-11.2 (L) Insurance: High Hawk Farm will provide evidence of Insurance to the Town of Barre

140-11.2 (M) Planning Board Review Process: High Hawk Farm will provide required documents and attend any public hearings as required by the Planning Board

140-11.2 (N) Building Permit and Building Inspections: High Hawk Farm will obtain any permits needed before any installation shall be constructed, installed, or modified.

140-11.2 (O) Emergency Services: High Hawk Farm will provide all required information to the Fire Chief, Police Chief and EMS (emergency medical service)

140-11.2 (P) Maintenance and Modifications: High Hawk Farm plans to meet these requirements when maintenance is needed or modifications are deemed necessary.

140-11.2 (Q) Decommissioning: High Hawk Farm will meet these requirements when High Hawk Farm decommissions the facility

140-11.2 (R) Financial Surety: The Barre Planning Board requires a copy of the Financial Surety documentation as submitted to the Cannabis Control Commission. High Hawk Farm plans to submit those documents to the Planning Board

140-11.2 (S) Severability: In the event any section or portion of this bylaw is determined to be invalid or enforceable by a court of competent jurisdiction such determination/ruling shall not affect the validity and enforceability of the remaining sections and portions of this bylaw. N/A

Community Outreach Meeting Attestation Form

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

I, Ronald Higgins, (insert name) attest as an authorized representative of High Hawk Farm (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on Nov. 21st 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on Nov 14th 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on Nov. 13th 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on Nov. 12th 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

Public Notices

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING ADULT-USE MARIJUANA ESTABLISHMENT

Type:
Outdoor Cultivation
Address:
101 Daunt Farm Rd
Barre MA 01005

Notice is hereby given that High Hawk Farm LLC of 140 Worcester Rd Barre MA 01005 will conduct a Community Outreach Meeting on the following matter at 6:30 p.m. on November 21, 2019 at The Board of Selectmen Meeting Room, 1st floor of the Henry Woods Building located at 40 West Street, Barre MA 01005. High Hawk Farm, LLC intends to apply for the following Adult-use Marijuana Establishment licenses: Marijuana Cultivator; at 101 Daunt Road Barre MA 01005, pursuant to MGL Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission.

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;

2. Information adequate to demonstrate that the Adult-use Marijuana Establishment location will be maintained securely;

3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;

4. A plan by the Marijuana Establishment to positively impact the community; and

5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and

6. Community members will be permitted and are encouraged to ask questions and receive answer from representatives of High Hawk Farm, LLC.

A copy of this notice is on file with the Town Clerk, at the Board of Selectmen's office, and the Planning Board office, all located at the Henry Woods Building, 40 West Street, Barre, MA and a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is

located in another City or Town.

High Hawk Farm, LLC
Ronald Higgins
President

11/14/2019

Town of Barre PUBLIC HEARING NOTICE

Host Community Agreement with High Hawk Farm, LLC
TAKE NOTICE that the Board of Selectmen will conduct a Public Hearing on Thursday, November 21, 2019 at 6:30 p.m. in the Selectmen's Meeting Room, Henry Woods Building, 40 West Street, Barre, MA for the purpose of reviewing the Host Community Agreement proposal for Outdoor Marijuana Cultivation at 101 Daunt Road by High Hawk Farm, LLC. A full copy of the Host Community Agreement may be found at www.townofbarre.com. Persons wishing to comment may do so at that time. The Board will also consider written comments received prior to the hearing. The meeting room is handicapped accessible; persons requiring reasonable accommodations should contact the Town Administrator's office in advance.

For the Board of Selectmen:

Andrew M. Golas
Town Administrator
11/07, 11/14/2019

(SEAL) COMMONWEALTH OF MASSACHUSETTS LAND COURT DEPARTMENT OF THE TRIAL COURT 19 SM 005088 ORDER OF NOTICE

To: Rebecca L. Miller and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. c. 50 §3901 (et seq):

PHH Mortgage Corporation

claiming to have an interest in a Mortgage covering real property in Barre, numbered 83 Williamsville Road, given by Rebecca L. Miller to Mortgage Electronic Registration Systems, Inc., as mortgagee, acting solely as a nominee for Ross Mortgage Company, Inc., dated April 18, 2008, and recorded in Worcester County (Worcester District) Registry of Deeds in Book 42718, Page 149, as affected by a Loan Modification Agreement dated July 9, 2016, and recorded at said Registry of Deed in Book 55750, Page 133, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status.

If you now are, or recently have been, in the active military service

of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before December 16, 2019 or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.

Witness, GORDON H. PIPER, Chief Justice of this Court on November 4, 2019.

Attest:

Deborah J. Patterson
Recorder
19-035843/FC01

11/14/2019

IMPORTANT INFORMATION ABOUT YOUR SPECTRUM CHANNEL LINEUP

Communities Served: Towns of Barre, Hubbardston, Oakham and Rutland, MA

Effective on or after December 30, 2019, the following channels will no longer be available in Digi Tier 2/Spectrum TV Gold or Sports View. These networks are still available with subscription to Spectrum TV Sports Pack: MLB Strike Zone on channels 334 & 845; NFL RedZone on channels 348 & 761; Outdoor Channel on channels 323 & 769.

For a complete channel lineup, visit Spectrum.com/Channels. To view this notice online, visit Spectrum.net/ProgrammingNotices.
11/14/2019

NOTICE TOWN OF NEW BRAINTREE CLASSIFICATION HEARING

The Select Board, acting under the provision of Chapter 369 of the acts of 1982, will hold a public hearing at 7:15 p.m. on Monday, November 25, 2019, at the New Braintree Town Hall for the purpose of determining the percentages of the local tax levy to be borne by each class of property (residential open space, commercial, industrial and personal) for the fiscal year. Interested taxpayers will be allowed the opportunity to present their views orally or in writing at said hearing.

Joseph Chenevert
C. William Howland
Randy Walker
SELECT BOARD
11/14/2019

TOWN OF HARDWICK REQUEST FOR PROPOSALS SALE OF THE PAIGE AGRICULTURAL PROPERTY

In accordance with G.L. c.30B, the require-

ments of which are incorporated herein, the Town of Hardwick seeks written proposals to sell the Town's real property located at 43 Barre Road, Hardwick, Massachusetts, consisting of approximately 0.078 acre of land (the "Land") and a building thereon containing approximately 3,306 square feet, known as the Paige Agricultural Building (the "Building") and, together with the Land and other improvements thereon, the "Property") for any and all permitted uses, with a preference given to a proposer who uses and/or develops the Property for the purpose of promoting local agriculture and community use.

The Property located at 43 Barre Road, Hardwick, Massachusetts, shown on Assessors Map 33 as Lot 13, contains 0.078 acres of land, more or less, and is believed to be described more particularly, in whole or in part, in a deed recorded with the Worcester District Registry of Deeds in Book 2539, Page 577. The Property is located in the Village Residential zoning district according to the Hardwick Zoning By-law.

The RFP is available on the Town's website www.townofhardwick.com; or www.mytowngovernment.org; or by emailing the Town Administrator at admin@townofhardwick.com and is also available at the Hardwick Municipal Office Building.

The Town reserves the right to reject any and all proposals, to negotiate any and all non-mandatory sale terms with the successful proposer, or to cancel this procurement at any time if it is in the Town's best interest to do so.

Sealed proposals must be received no later than December 9, 2019 at the Office of the Town Administrator, Hardwick Municipal Office Building, 307 Main Street, Gilbertville, MA 01031.

Kenan P. Young, Chairman
Hardwick
Board of Selectmen
11/14, 11/21/2019

MASSACHUSETTS TOWN OF HARDWICK NOTICE OF A PUBLIC HEARING

The Board of Selectmen will hold a classification hearing on Monday, December 2, 2019 at 6:30 PM at the Municipal Office Building, 307 Main Street, Gilbertville on the issue of tax allocation among the property classes for the fiscal year 2020. Taxpayers may present oral or written information on their views.

Kenan P. Young, Chairman
BOARD OF SELECTMEN
TOWN OF HARDWICK
11/14, 11/21/2019

BUSINESS

Turley Publications is liberal with regard to its business coverage policies, but we do have some standards folks need to understand. First, local businesses and merchants are just as much entitled to the library and schools. Without them, there are no towns.

**NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT**

Type: Outdoor Cultivation

Address: 101 Daunt Farm Rd Barre MA 01005

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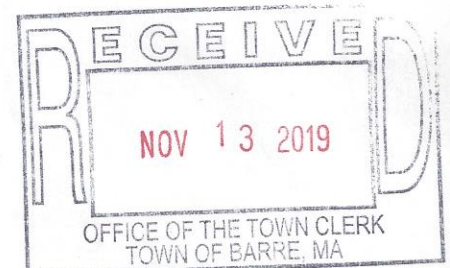
Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address;
2. Information adequate to demonstrate that the Adult – use Marijuana Establishment location will be maintained securely;
3. Steps to be taken by the Adult-use Marijuana Establishment to prevent diversion to minors;
4. A plan by the Marijuana Establishment to positively impact the community; and
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
6. Community members will be permitted and are encouraged to ask questions and receive answer from representatives of High Hawk Farm, LLC

A copy of this notice is on file with the Town Clerk, at the Board of Selectmen's office, and the Planning Board office, all located at the Henry Woods Building, 40 West Street, Barre, MA and a copy of this Notice was mailed at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another City or Town.

High Hawk Farm, LLC

Ronald Higgins
President



November 12, 2019

As an abutter to our property we would like to invite you to a Community Outreach Meeting that we will be having November 21st, 2019 at the Henry Woods Building located at 40 West Street in Barre. In early 2019 my daughter Lindsay and her husband Liam acquired a MA license to grow and harvest approximately 2.5 acres of hemp. It was certainly a learning experience and so far things have progressed nicely. You can see some of what Lindsay and Liam have done by following them on their instagram account Daunt Farm.

For 2020 we are pursuing a cultivation license from the Commonwealth of MA to grow marijuana. Which is a very similar plant to hemp just having a higher THC content. If you would like to know more of what this will entail please attend the meeting where we will discuss our plans and have a short power point presentation to hopefully address any concerns. If you are unable to attend the meeting feel free to reach out to either my son Chris or myself. Chris can be reached on his cell 978-618-9464 or I can be reached at 978-257-5907

Sincerely yours,

Ron Higgins

U.S. Postal Service™	
CERTIFIED MAIL® RECEIPT	
Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$6.85
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7019 1640 0002 2288 5153

BARRE, MA 000599
NOV 12 2019
Postmark Here

I am a little confused on your request for a 14 day newspaper notice when it says 7 days in section 2 of the Community Outreach Meeting Attestation Form I downloaded from the CCC website?

Then in the Guidance for Applicants on Community Outreach from that I downloaded from the CCC web site on page two it states "At least 7 days prior to the meeting, the notice must be:"

After this RFI I did look into 935 CMR 500 and it states 14 days. Thinking perhaps the CCC should update the forms so others don't run into the same problem. Saves applicants and you time.

I have started the process to have another community outreach meeting if the CCC will not except the forms as written.

Christopher Higgins

High Hawk Farm–
Plan to Positively Impact Areas of Disproportionate Impact

Introduction

The Cannabis Control Commission (“Commission”) has identified certain communities in Massachusetts as areas of disproportionate impact. Fitchburg, Massachusetts is named as one of those communities.

This plan, submitted by High Hawk Farm, is for the Outdoor/Tier 11 cultivation operation located in Barre, MA.

Because of the favorable geographical proximities of the above entity to Fitchburg, High Hawk Farm will focus on that community in this Plan to Positively Impact Areas of Disproportionate Impact.

Positive Impact Goals

High Hawk Farm will positively impact Fitchburg residents by providing a monetary donation of \$2500 to the United Way of North Central Massachusetts before December 15th of each year.

Positive Impact Programs

The United Way of North Central Massachusetts will utilize the monetary donation to directly fund programs that impact the disproportionate area of Fitchburg, MA

Positive Impact Measurement

High Hawk Farm will record the date and time that the monetary donation was provided to the United Way of North Central Massachusetts. That document will be available for inspection by the Cannabis Control Commission. High Hawk Farm will document the progress or success of our plan one year from our provisional license and each year thereafter.

No actions taken, or programs instituted by High Hawk Farm will be in violation of 935CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

No actions taken, or programs instituted by High Hawk Farm will violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.



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

William Francis Galvin
Secretary of the
Commonwealth

December 4, 2019

TO WHOM IT MAY CONCERN:

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

HIGH HAWK FARM LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 10, 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: **NONE**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CHRISTOPHER PATRICK HIGGINS, RONALD CARR HIGGINS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



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

**Limited Liability Company Agreement of
High Hawk Farm
A Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of High Hawk Farm, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for High Hawk Farm, a Manager-managed Massachusetts limited liability company (the "Company") formed under and pursuant to Massachusetts law.
- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.
- C. Primary Business Address. The location of the primary place of business of the Company is:

140 Worcester Road, Barre, Massachusetts 01005, or such other location as shall be selected from time to time by the Members.
- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Christopher Higgins. The Agent's registered office is 140 Worcester Road, Barre, Massachusetts 01005. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than state tax purposes.

II. Purposes and Powers.

- A. Purpose. The Company is created for the following business purpose:

High Hawk Farm will cultivate, manufacture, market, wholesale cannabis and related products.
- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;
2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Massachusetts law.

III. **Members.**

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest at the time of adoption of this Agreement are as follows:

Ronald Higgins, 50%

Christopher Higgins, 50%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members.

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as

otherwise allowed by law.

- D. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 120 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 120 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

- E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.
1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
 2. *Partial transfer*. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be

bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power.* The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices. The Members shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Massachusetts, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Members may delegate this responsibility to an Officer or a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager or Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

IV. Accounting and Distributions.

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

- A. Tax Designation. The Company has or will file with the Internal Revenue Service for treatment as a C-corporation.

VI. Board of Managers.

- A. Creation of a Board of Managers. The Members shall create a board of Managers (the "Board") consisting of Managers appointed at the sole discretion of the Members and headed by the Chairman of the Board. The Members may serve as Managers and may appoint a Member to serve as the Chairman. The Members may determine at any time in their sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Massachusetts law. The authorized number of Managers may be increased or decreased by the Members at any time in their sole and absolute discretion, subject to Massachusetts law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.
- B. Powers and Operation of the Board of Managers. The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.
 - 1. *Meetings*. The Board may hold meetings, both regular and special, within or outside the state of Massachusetts. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, electronic mail, facsimile, mail or any other means of communication.
 - i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the

Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

- ii. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.

- C. Compensation of Managers. The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.
- D. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Members, and any vacancy caused by any such removal may be filled by action of the Members.
- E. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.
- F. No Power to Dissolve the Company. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Members, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

G. Duties of the Board. The Board and the Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;
3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;
10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;

13. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Prohibited Actions of the Board. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

1. Guarantee any obligation of any person;
2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above; or
3. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above.

VII. **Officers.**

A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Board. The Board may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by Massachusetts law. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members or the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board. Unless the Board decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed

under Massachusetts law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:
 - i. where required or permitted by law or this Agreement to be otherwise signed and executed;
 - ii. where signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company.
2. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Board may from time to time prescribe.
3. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Board (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.
4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Board and record all the proceedings of the meetings of the Company and of the Board in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Board, as required in this Agreement or by Massachusetts law, and shall perform such other duties as may be prescribed by the Board or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Board and shall render to the Chairman and to the Board, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Board forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Massachusetts law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

B. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

VIII. Fiduciary Duties of the Board and Officers.

A. Loyalty and Care. Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Massachusetts.

B. Competition with the Company. The Managers and Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers and Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto.

- C. Duties Only to the Company. The Managers' and Officers' fiduciary duties of loyalty and care are to the Company and not to the other Managers or other Officers. The Managers and Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Managers, but shall owe no such duties to Officers unless the Officer is a Manager. A Manager or Officer who so performs their duties shall not have any liability by reason of being or having been a Manager or an Officer.
- D. Reliance on Reports. In discharging the Manager's or Officer's duties, a Manager or Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.
 2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.
 3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

IX. Dissolution.

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided

under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.
- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Massachusetts shall have been canceled in the manner required by Massachusetts law.
- E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.
- G. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

X. Exculpation and Indemnification.

- A. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or

omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person 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, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.
- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article X shall survive any termination of this Agreement.

XI. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of

such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

XII. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Massachusetts.

XIII. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XIV. General Provisions.

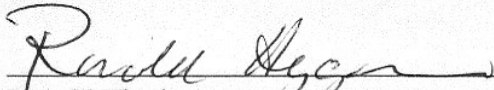
- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.
- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and

they form no part of this Agreement and shall not affect its interpretation.

- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Massachusetts (without regard to conflicts of law principles thereof).
- G. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.
- H. Amendment. This Agreement may be amended only by written consent of the Board and the Member. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

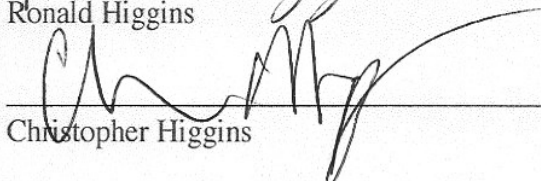
IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of November 24, 2019.

Signature:



Ronald Higgins

Signature:



Christopher Higgins

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of High Hawk Farm are as follows:

Ronald Higgins

Contribution:

Cash: \$1,000.00

Time and effort valued at \$200,000.00

Christopher Higgins

Contribution:

Cash: \$1,000.00

Time and effort valued at \$750,000.00



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: 001405430

1. The exact name of the limited liability company is: HIGH HAWK FARM LLC

2a. Location of its principal office:

No. and Street: 140 WORCESTER ROAD
 City or Town: BARRE State: MA Zip: 01005 Country: USA

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

No. and Street: 140 WORCESTER ROAD
 City or Town: BARRE State: MA Zip: 01005 Country: USA

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

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: CHRISTOPHER HIGGINS
 No. and Street: 140 WORCESTER ROAD
 City or Town: BARRE State: MA Zip: 01005 Country: USA

I, CHRISTOPHER HIGGINS resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	CHRISTOPHER PATRICK HIGGINS	140 WORCESTER ROAD BARRE, MA 01005 USA

SOC SIGNATORY

RONALD CARR HIGGINS

140 WORCESTER ROAD
BARRE, MA 01005 USA

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

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

9. Additional matters:

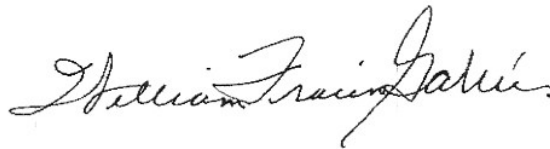
SIGNED UNDER THE PENALTIES OF PERJURY, this 10 Day of October, 2019,
CHRISTOPHER HIGGINS

(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:

October 10, 2019 04:38 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0455381056
Notice Date: December 5, 2019
Case ID: 0-000-677-242



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



CHRIS
HIGH HAWK FARM
140 WORCESTER RD
BARRE MA 01005-9345

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HIGH HAWK FARM 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 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:

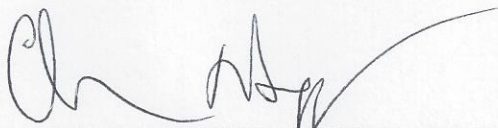
- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

High Hawk Farm LLC

Department of Unemployment Assistance-Good Standing Attestation

I, Christopher Higgins attest as an authorized representative of High Hawk Farm that we are unable to register with the department of unemployment due to having no employees. High Hawk Farm will register with the department of unemployment at the time we hire our first employee.

A handwritten signature in black ink, appearing to read 'Christopher Higgins', is written over a horizontal line.

Christopher Higgins
Vice President

High Hawk Farm

Executive Summary

High Hawk Farm is a Massachusetts LLC applying for an outdoor tier 11 cultivation license from the Cannabis Control Commission.

High Hawk Farm is dedicated to the highest level of adult use cannabis cultivation and providing that via wholesale distribution to Massachusetts retailers. By leveraging a well thought out business plan executed by a skilled management team, High Hawk Farm anticipates creating approximately 5 jobs in Barre, a rural community desperately in need of economic growth. High Hawk Farm anticipates creating overall revenues nearing \$2 million in its first year of operation.

Keys to Success

High Hawk Farm has identified three keys that will be instrumental in its success:

- The implementation of strict financial and operational controls resulting in maximum production efficiency and product quality;
- The acquisition and cultivation of proprietary strains with targeted phenotypes designed to maximize product quality; and;
- The recognition and implementation of the philosophy that 100% customer satisfaction is required to ensure a profitable business

Products

One of High Hawk Farm's founding members owns a 115 acre parcel in Barre, MA surrounded by wooded land. This parcel of land will allow High Hawk Farm to grow outdoor cannabis beyond the site of the general public. Included with the benefits of this property is the master grower will be living on site in the residential home and he has over 15 years of farming experience.

Market

High Hawk Farm intends to grow a quality product and then wholesale that product to licensed Massachusetts cannabis retailers.

Management Team

High Hawk Farm was started by Ronald and Christopher Higgins in 2019. Ronald brings 44 years of business experience having built Higgins Energy Alternatives and Higgins Powersports from the ground up. Having started the business with his wife Susan in 1975 in the downstairs of their home, they have built it into one of the largest businesses in Barre, MA. Almost 7 years ago they designed and had built a 34,000 sq ft multi million dollar showroom and warehouse to showcase the products they sell. The business currently employs 33 employees and does over 7 million in sales.

Christopher the son of Ronald & Susan likes to say he has been involved in the family business since day one. He is actively involved in the businesses and has been an integral part of building it to the business it is today. As a member of the executive committee for the Business Community of Barre he is actively involved in promoting small business in Barre. He is also currently a holder of a Massachusetts Unrestricted Construction Supervisor license. Christopher was injured in an accident 18 years ago that

resulted in him becoming a paraplegic he brings a first hand experience to the team in terms of “wheel chair accessibility”

Liam Sullivan our head grower brings over 15 years of farming experience. Liam attended Stockbridge School of Agriculture in 2008 and received his Associates degree in Fruit and Vegetable crops. In 2011 he received his bachelors degree in Plant and Soil sciences, Sustainable Agriculture and Business Management from UMASS Amherst. He was also the director of the farm development program at the 650 student Northfield Mt. Herman Private boarding high school from 2011-2017. He is currently the Production Manager at Warner Farm handling crop production on 100 acres, organic crop on 15 acres, 4 acres of hemp and the green house management. For 2019 he also acquired a MA license to grow hemp and successfully raised over 2 acres on the land where he lives.

Financial Plan

High Hawk Farm has capital commitments of \$213,800. Our current budgets show capital needs of \$163,800 for the electrical, site development, fencing, security cameras and grow facility construction. We anticipate an additional \$50,000 for 6 months of operating costs.

High Hawk Farm anticipates to generate \$2 million in revenue in year one and growing to \$3 million in years two and three.

Timeline

Host Community Agreement	Issued November 2019
Special Permit and Site Plan Approval.	January 2020
Order of Conditions	January 2020
CCC Approval	April 2020
Construction	April/May 2020
Planting	May/June 2020

High Hawk Farm Plan for Obtaining Liability Insurance

High Hawk Farm has contacted an Insurance company and filled out the required application. High Hawk Farm is waiting for a quote from that insurance company. The policy obtained will include general liability and product liability with coverage of no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for the policy will be no higher than \$5,000 per occurrence. The policy will meet the requirements listed in 935 CMR 500.101 (1) and 935 CMR 500.105 (10). High Hawk Farm will acquire an insurance binder before operations begin.

High Hawk Farm-Quality Control and Testing

High Hawk Farm operating procedures for quality control, sampling and testing requirements will be in accordance with 935CMR500.160(1-12) and shall include the following:

In compliance with 935CMR500.105(10):

- No marijuana product will be sold, or otherwise marketed for adult use that is not capable of being tested by an Independent Testing Laboratory (ITL), except as allowed under 935CMR500.000. High Hawk Farm products will be deemed in compliance with 935CMR500.160.

Marijuana will be tested for cannabinoid profile which will include the percentage by dried weight of (THC), (CBD), (THCa) and (CBDa), as well as for contaminants including, but not limited to mold, mildew, heavy metals, plant growth regulators and the presence of pesticides not in compliance with 935CMR500.120(5) as well as any additional testing required by the Commission.

Testing of environmental media will be performed in compliance with 935CMR500.160(1). Test results will be maintained by High Hawk Farm for one year. Clones are subject to testing provisions, but are exempt from the testing of metals.

In accordance with 935CMR500.120(9), High Hawk Farm shall use best practices consistent with state and local law including, but not limited to the Commission's Guidance on Integrated Pest Management.

High Hawk Farm will have written policies and procedures for responding to laboratory results that indicate contaminant levels above the acceptable limit established in 935 CMR 500.160(1). High Hawk Farm's policies will be in accordance with 935CMR500.160(3)(a-c) which require that it notify the Commission within 72 hours of any lab result indicating that the contamination cannot be remedied and policies for disposing of the production batch. The notification will be from both the ITL and High Hawk Farm, separately and directly. High Hawk Farm will describe a proposed plan to the Commission for both the destruction of the contaminated product and assessment of the source of contamination.

High Hawk Farm will maintain test results for no less than one year.

The sale of seeds is not subject to the testing procedures.

Transportation to and from Independent Testing Laboratories will be in compliance with 935CMR500.105(13).

Storage of marijuana at the laboratory will comply with 935CMR500.105(11).

Excess marijuana will be disposed in compliance with 935CMR500.105(12) either by the Testing Laboratory returning the excess marijuana to High Hawk Farm for disposal, or by the Laboratory disposing of it directly.

Plans for quality control will include product testing for contaminants in compliance with 935CMR500.160(1)

High Hawk Farm will utilize cultivation and storage practices and procedures to limit contamination including mold, fungus, bacterial disease, rot, pests, and the use of pesticides not in compliance with 935CMR500.120(5).

High Hawk Farm Agents will handle marijuana safely and in a sanitary way which will be in compliance with 935CMR500.105(3) and include the following:

- A High Hawk Farm will process marijuana in a safe and sanitary manner.
- High Hawk Farm will process the leaves and flowers of the marijuana plant only, which shall be:
 - Well cured and generally free of seeds and stems;
 - Free of dirt, sand, debris, and other foreign matter;
 - Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - Prepared and handled on food-grade stainless steel tables; and
 - Packaged in a secure area.
- Any High Hawk Farm marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, will be subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;
- High Hawk Farm establishment agents working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:
 - Maintaining adequate personal cleanliness

- 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.
- Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature
- Sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations
- Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair
- There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned
- Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition
- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products
- High Hawk Farm's water supply shall be sufficient for necessary operations

- Plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the High Hawk Farm Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines
- High Hawk Farm shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair
- Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers
- All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must 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).

High Hawk Farm-Personnel Policies Including Background Checks

In compliance with 935CMR500.101(1)(c)(8)(g), High Hawk Farm will maintain written personnel and background check policies and procedures including, but not limited to:

Background check reports in accordance with 935CMR500.030(1-8) for all board members, directors, employees, executives, managers and volunteers associated with the Marijuana Establishment.

High Hawk Farm will require that all High Hawk Farm agents:

- a. Be 21 years of age or older;
- b. Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
- c. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

An application for registration of a marijuana establishment agent will include:

- a. The full name, date of birth, and address of the individual;
- b. All aliases used previously or currently in use by the individual, including maiden name, if any;
- c. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
- d. Attestation that the individual will not engage in the diversion of marijuana products
- e. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;

Background information will include, as applicable

- a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for any felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of no lo contendere, or admission of sufficient facts.
- b. A description and the relevant dates of any civil, or administrative action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional, occupational or fraudulent practices.
- c. A description of any relevant dates of any past, or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of registration or license, for any type of business or profession by any state, federal or local government or any foreign jurisdiction.
- d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant.

All High Hawk Farm-ME executives registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom High Hawk Farm seeks a ME agent registration which will be obtained within 30 days prior to submission.

A Marijuana Establishment shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

A registration card shall be valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a marijuana establishment agent, a Marijuana Establishment is responsible for notifying the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

A marijuana establishment agent shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

High Hawk Farm will maintain a staffing plan that demonstrates accessible business hours and safe cultivation conditions.

High Hawk Farm will maintain a personnel record for each ME agent for at least 12 months and shall include:

- All materials submitted to the CCC pursuant to 935CMR500.030(2)
- Documentation of verification of references.
- Job descriptions that include duties, authority, responsibilities, qualifications and supervision.
- Documentation of all training, including training in privacy and confidentiality, and signed statements of the individual indicating the time, date, place he or she received said training and the topics discussed, including the name and title of the presenters.
- Documentation of periodic performance evaluations
- Record(s) of any disciplinary actions taken.

On or after July 1, 2019, all current owners, managers and employees of High Hawk Farm that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a “responsible vendor” in accordance with 935CMR500.105(2)

All High Hawk Farm registered agents will handle marijuana in compliance with 935CMR500.105(3)(b)(1-2)

All personnel records will be kept for at least two years at the expense of the High Hawk Farm and in a form and location acceptable to the Commission.

High Hawk Farm, as part of its' workplace policies will maintain an alcohol, smoke, drug-free workplace in accordance with 935 CMR 500.105(1)(j).

In accordance with 935CMR500.105(1)(k) High Hawk Farm will maintain a plan describing how confidential information will be maintained.

935CMR500.105(l)(1-3) High Hawk Farm policies will call for the immediate dismissal of any marijuana establishment agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor.

High Hawk Farm-Record Keeping Procedures

High Hawk Farm will maintain records in accordance with 935CMR500.105 and 935CMR500.105(9) and will include the following:

Written operating procedures as required by 935CMR500.105(1)

Inventory records as required by 935CMR500.105(9) which will include:

- Record of all inventories taken which will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures and titles of the individuals who conducted the inventory.

Seed to sale tracking records as required by 935CMR500.105(9)(c)

Personnel records as required by 935CMR500.105(9)(d) that will be maintained for at least 12 months, which will include:

- 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;
- Responsible Vendor Training records in compliance with 935CMR500.105(2)(b)(5).

Business records in compliance with 935CMR500.105(9)(e) which will include:

- Assets and liabilities
- Monetary transactions
- Books of accounts, which shall 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, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment

Waste Disposal records as required by 935CMR500.105(12)(d) which will include:

- A written or electronic record of the date, the type and quantity of marijuana disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two High Hawk Farm Agents present during the disposal or other handling, with their signatures.
- High Hawk Farm will keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

Manifests for transportation in accordance with 935CMR500.105(13)(f) which will include manifests which will include:

- The originating Marijuana Establishment name, address, and registration number
- The names and registration numbers of the High Hawk Farm agents who transported the marijuana products
- The name and registration number of the marijuana establishment agent who prepared the manifest
- The destination Marijuana Establishment name, address, and registration number
- A description of the marijuana products being transported, including the weight and form or type of product
- The mileage of the transporting vehicle at departure from originating Marijuana Establishment and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon return to originating Marijuana Establishment;
- The date and time of departure from originating Marijuana Establishment and arrival at the destination Marijuana Establishment for each transportation
- A signature line for the marijuana establishment agent who receives the marijuana products

- The weight and inventory before departure and upon receipt
- The date and time that the transported products were re-weighed and re-inventoried
- The name of the marijuana establishment agent at the destination Marijuana Establishment who re-weighed and re-inventoried products
- The vehicle make, model, and license plate number.
- High Hawk Farm will retain all transportation manifests for no less than one year and make them available to the Commission upon request.

Additionally, High Hawk Farm shall comply with 935CMR500.140(5) and record all sales in compliance with the following

- High Hawk Farm-will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, or a sales recording module approved by the DOR.
- High Hawk Farm will not utilize software or other methods to manipulate or alter sales data.
- High Hawk Farm will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- High Hawk Farm will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If High Hawk Farm 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:
- High Hawk Farm shall immediately disclose the information to the Commission
- High Hawk Farm will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data

- High Hawk Farm will take such other action directed by the Commission to comply with 935 CMR 500.105.
- High Hawk Farm will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record keeping requirements.

Following the closure of a Marijuana Establishment, all records will be kept for two years at the expense of the ME and in a form and location acceptable to the Commission

High Hawk Farm-Maintaining of Financial Records

High Hawk Farm shall maintain all financial records in compliance with 935CMR500.105(9)(e) and will include:

All records will be maintained in either manual or computerized form and will include the following:

- 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.
- Salaries and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment (ME).

In accordance with 935CMR500.140(5) CPC will record all sales in compliance with the following

- High Hawk Farm will not utilize software or other methods to manipulate or alter sales data.
- High Hawk Farm will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.
- High Hawk Farm will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If High Hawk Farm 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:
- High Hawk Farm shall immediately disclose the information to the Commission
- High Hawk Farm will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data
- High Hawk Farm will take such other action directed by the Commission to comply with 935 CMR 500.105.

- High Hawk Farm will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record keeping requirements.

Following the closure of a ME, all financial records will be kept for at least two years at the expense of the ME and in a form and location acceptable to the Commission.

High Hawk Farm-Qualifications and Training

High Hawk Farm will require all Marijuana Establishment (ME) Agents be qualified and registered in accordance with 935CMR500.030(1-8), and trained in accordance with the requirements of 935CMR500.105(2) and will include, at minimum the following:

Training tailored to the roles and responsibilities of the job function of each High Hawk Farm-ME agent which will include a Responsible Vendor Program compliant with 935CMR500.105(2), as well as training in maintaining confidentiality.

High Hawk Farm-ME agents will receive, at a minimum, eight hours of ongoing training annually.

On or after July 1, 2019, all current owners, managers and employees of the High Hawk Farm that are involved in the handling and sale of marijuana for adult use at the time of licensure, or renewal of licensures, as applicable, will have attended and successfully completed a responsible vendor program to be designated as a “responsible vendor.”

All new employees involved in the handling and sale of marijuana shall successfully complete a responsible vendor program within 90 days of hire.

After initial successful completion of the responsible vendor program, each owner, manager and employee involved in the handling and sale of marijuana will successfully complete the program once every year to maintain “responsible vendor” designation.

Administrative employees who do not handle or sell marijuana may take the responsible vendor program on a voluntary basis.

Records of responsible vendor training compliance will be maintained for four years and will be available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours

High Hawk Farm -Separating recreational from medical operations

High Hawk Farm will not be involved in medical marijuana so this is not applicable.

High Hawk Farm-Policies Restricting Access to age 21 and older

High Hawk Farm will restrict access to its' facilities to persons of the age of 21 or older and in accordance with the following:

All Marijuana Establishment (ME) Agents will be 21 years of age and older and in compliance with all registration requirements of 935CMR500.030.

High Hawk Farm marijuana establishment agents will complete all ME Agent training in accordance with 935CMR500.105(2).

High Hawk Farm will comply with all advertising, marketing and branding activities prohibited practices defined by 935CMR500.105(4)(b)(1-20).

High Hawk Farm will require any visitors to be 21 years of age or older in accordance with 935 CMR 500.002

High Hawk Farm Diversity Plan

Introduction

The Cannabis Control Commission (“Commission”), through 935CMR500.000 requires applicants for licensure to establish goals to promote equity for minorities, LGBTQ+, women, veterans, people with disabilities and people with gender identities and sexual orientations.

High Hawk Farm is currently seeking licensing approval from the Commission for an outdoor tier 11 marijuana cultivation facility to be located in Barre, MA.

Goals

It is the goal of High Hawk Farm to promote equity and to provide opportunities to qualified female and Veteran applicants with disregard to race, sex, LGBTQ+, disabilities or gender identities or sexual orientation. High Hawk Farm will achieve this goal through a targeted outreach to the Barre Woman’s Club and the Town of Barre Veterans Services Offices in order to facilitate and promote employment and career opportunities within the High Hawk Farm structure. Our goal will be to have a workforce comprised of at least 20% local women and veterans by the end of the first year of operation. **Currently 16% of High Hawk Farm’s team is comprised of women and 8% is person’s with disabilities.**

Programs

High Hawk Farm has had detailed discussions with members of the Barre Woman’s Club with regard to employment, and career opportunities available to Women at our cultivation facility.

High Hawk Farm has had detailed discussions with the Town of Barre’s Veterans Agent with regard to employment, and career opportunities available to Veterans at our cultivation facility.

In order to accomplish this High Hawk Farm will advertise in June 2020, in the Barre Gazette newspaper, for a job fair to be held at the 140 Worcester Road, Barre, MA, specifically for women and veterans, without regard for race, sex, LBGTQ+, disabilities or gender identities or sexual orientation seeking employment positions in the Massachusetts cannabis industry.

Beginning in November, 2020, High Hawk Farm will also hold an annual informational session at the American Legion Post 2, for local veterans interested in learning more about the opportunities in the Massachusetts cannabis industry including cultivation, transportation, security, marketing and retail operations. This meeting will be promoted through the Town of Barre Veterans Services Office.

High Hawk Farm will implement a program in conjunction with the Barre Woman’s Club and the Town of Barre Veterans Office designed to help mentor and place qualified women and local veterans, with an interest in the Massachusetts cannabis industry, with other operators within the state seeking team members.

High Hawk Farm will remain in compliance with the requirements set forth in 935CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Measurements

In accordance with the Commission's "Guidance on Required Positive Impact Plans and Diversity Plans", High Hawk Farm will:

- Review and record, annually, the result of its' goal to comprise 20% of its' team with women and veterans.
- Review and record the number of new women and veteran hires annually.
- Review and record the number of women and veteran attendees at its' annual informational sessions held.
- Review and record the number of women and veteran attendees to the above informational sessions whom have successfully entered the Massachusetts cannabis industry, either with HHF or with another licensed operation.
- HHF will annually measure the success of inter-corporate promotions of its' women and veteran employees.
- The progress of our plan will be documented one year from obtaining a provisional license and every year thereafter

High Hawk Farm's Diversity Plan and any actions taken, or programs instituted by High Hawk Farm will not violate the Commission's regulations with respect to limitation on ownership or control, or other applicable state laws.