



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282356
Original Issued Date: 05/11/2020
Issued Date: 05/11/2020
Expiration Date: 05/11/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Northampton Enterprises, Inc.

Phone Number: 617-816-7067 Email Address: Jon@Hempest.com

Business Address 1: 2 Conz Street

Business Address 2: Unit 4

Business City: Northampton Business State: MA

Business Zip Code: 01060

Mailing Address 1: 2 Conz Street

Mailing Address 2: Unit 4

Mailing City: Northampton Mailing State: MA

Mailing Zip Code: 01060

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: 33

Percentage Of Control: 25

Role: Director

Other Role: Treasurer

First Name: Jonathan

Last Name: Napoli

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: 33 Percentage Of Control: 25
Role: Executive / Officer Other Role: President
First Name: Jonathan Last Name: Sheeley 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: 33 Percentage Of Control: 25
Role: Executive / Officer Other Role: Vice President
First Name: Mitchell Last Name: Rosenfield 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 4

Percentage Of Ownership: Percentage Of Control: 25
Role: Manager Other Role: Secretary
First Name: Steven Last Name: Cox 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: Jonathan Last Name: Napoli Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Director and Treasurer of Northampton Enterprises, Inc.

Close Associates or Member 2

First Name: Jonathan Last Name: Sheeley Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: President of Northampton Enterprises, Inc.

Close Associates or Member 3

First Name: Mitchell Last Name: Rosenfield Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Vice President of Northampton Enterprises, Inc.

Close Associates or Member 4

First Name: Steven Last Name: Cox Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Secretary of Northampton Enterprises, Inc.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: The Hempest, Inc.	Entity DBA:		
Email: Jon@Hempest.com	Phone: 617-421-9944		
Address 1: 301 Newbury Street	Address 2:		
City: Boston	State: MA	Zip Code: 02115	
Types of Capital: Debt	Other Type of Capital:	Total Value of Capital Provided: \$50000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Jonathan	Last Name: Napoli	Suffix:
Marijuana Establishment Name: CannAssist, LLC	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Leicester	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 2 Conz Street	
Establishment Address 2: Units #6, #2C, #4, #2A	
Establishment City: Northampton	Establishment Zip Code: 01060
Approximate square footage of the establishment: 1200	How many abutters does this property have?: 89
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes	

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Northampton - Northampton HCA Certification Form [EXECUTED].pdf	pdf	5c62087fb411c1126cf014bf	02/11/2019
Community Outreach Meeting Documentation	Northampton - Community Outreach Documentation.pdf	pdf	5c62088a635d511b3474e507	02/11/2019
Plan to Remain Compliant with Local Zoning	Northampton - Plan to Remain Compliant with Local Zoning_Updated for RFI 10.11.19.pdf	pdf	5daf7e54572d3130006a3c98	10/22/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Northampton - ADI and Diversity_Partnership and Donation Confirmation C3RN_8.13.2019.pdf	pdf	5d9df57c6eb01d1b28fb0b56	10/09/2019

Plan for Positive Impact	Northampton - Plan for Positive Impact_Updates for RFI 10.11.19.pdf	pdf	5daf7e784b00122fe399ea1e	10/22/2019
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ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Director Other Role: Treasurer
 First Name: Jonathan Last Name: Napoli Suffix:
 RMD Association: RMD Manager
 Background Question: yes

Individual Background Information 2

Role: Executive / Officer Other Role: President
 First Name: Jonathan Last Name: Sheeley Suffix:
 RMD Association: Not associated with an RMD
 Background Question: yes

Individual Background Information 3

Role: Executive / Officer Other Role: Vice President
 First Name: Mitchell Last Name: Rosenfield Suffix:
 RMD Association: Not associated with an RMD
 Background Question: yes

Individual Background Information 4

Role: Other (specify) Other Role: Secretary
 First Name: Steven Last Name: Cox Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Investor/Contributor Other Role: Capital Contributor
 Entity Legal Name: The Hempest, Inc. Entity DBA:
 Entity Description: Retail store.
 Phone: 617-421-9944 Email: Jon@Hempest.com
 Primary Business Address 1: 301 Newbury Street Primary Business Address 2:
 Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02115
 Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth -	Northampton Enterprises - MA Sec. of	pdf	5c521c855d4b0b1b3ebbd2f9	01/30/2019

Certificate of Good Standing	Commonwealth Certificate of Good Standing.pdf			
Articles of Organization	Northampton - Articles of Organization.pdf	pdf	5c521c88d7a931124ee003d7	01/30/2019
Bylaws	Northampton - Bylaws [EXECUTED].pdf	pdf	5c521ca22724e81b5255871f	01/30/2019
Department of Revenue - Certificate of Good standing	Northampton - Certificate of Good Standing DoR.pdf	pdf	5c6209d0635d511b3474e50f	02/11/2019

No documents uploaded

Massachusetts Business Identification Number: 001347389

Doing-Business-As Name: The Hempest

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Northampton - Plan for Obtaining Liability Insurance.pdf	pdf	5c6f1bea1e71bd126232b0a0	02/21/2019
Business Plan	Northampton - Business Plan_FINAL.pdf	pdf	5c79ac5cedbb73122a617866	03/01/2019
Proposed Timeline	Northampton - Proposed Timeline_Updated for RFI 10.11.19.pdf	pdf	5db058f2b35b62300f5d8a6e	10/23/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Northampton - Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5c645c629ff0081b482190de	02/13/2019
Restricting Access to age 21 and older	Northampton - Plan for Restricting Access to Age 21 and Older.pdf	pdf	5c645c6e2724e81b5255a14b	02/13/2019
Security plan	Northampton - Security Plan.pdf	pdf	5c6f1c22293a5312448e8ea7	02/21/2019
Prevention of diversion	Northampton - Plan for Prevention of Diversion.pdf	pdf	5c6f1c345d4b0b1b3ebbfd36	02/21/2019
Storage of marijuana	Northampton - Plan for Storage of Marijuana.pdf	pdf	5c6f1c459ff0081b4821a0fd	02/21/2019
Transportation of marijuana	Northampton - Transportation of Marijuana.pdf	pdf	5c6f1c4f1e71bd126232b0a4	02/21/2019
Inventory procedures	Northampton - Inventory Procedures.pdf	pdf	5c6f1c5eb411c1126cf0284d	02/21/2019
Quality control and testing	Northampton - Quality Control and Testing.pdf	pdf	5c6f1c715fd63c1b24eb4f1f	02/21/2019
Personnel policies including background checks	Northampton - Personnel Policies Including Background Checks.pdf	pdf	5c6f1caa3183181258e1aba2	02/21/2019
Record Keeping procedures	Northampton - Recordkeeping Procedures.pdf	pdf	5c6f1cc33d84de123a610f51	02/21/2019

Maintaining of financial records	Northampton - Maintaining of Financial Records.pdf	pdf	5c6f1cd0293a5312448e8eab	02/21/2019
Qualifications and training	Northampton - Qualifications and Training.pdf	pdf	5c6f1ce33183181258e1aba6	02/21/2019
Dispensing procedures	Northampton - Dispensing Procedures_Updated for 10.11.19 RFI.pdf	pdf	5db059e1e3decf2b0b0d3bd6	10/23/2019
Diversity plan	Northampton - Diversity Plan_Updated for RFI 12.26.19.pdf	pdf	5e065951fab70557127eff7f	12/27/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

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: 9:00 AM	Monday To: 8:00 PM
Tuesday From: 9:00 AM	Tuesday To: 8:00 PM
Wednesday From: 9:00 AM	Wednesday To: 8:00 PM
Thursday From: 9:00 AM	Thursday To: 8:00 PM
Friday From: 9:00 AM	Friday To: 8:00 PM

Saturday From: 9:00 AM Saturday To: 8:00 PM

Sunday From: 10:00 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).

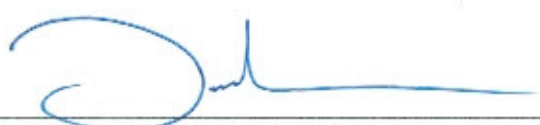
Applicant

I, Jonathan G. Sheeley, (*insert name*) certify as an authorized representative of Northampton Enterprises, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Northampton (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on Nov. 1, 2018 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

I, David Narkewicz, Mayor, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Northampton (*insert name of host community*) to certify that the applicant and Northampton (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Nov. 1, 2018 (*insert date*).


Signature of Contracting Authority or
Authorized Representative of Host Community
David Narkewicz, Mayor

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, Jonathan G. Sheeley, (insert name) attest as an authorized representative of Northampton Enterprises, Inc. (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 October 12, 2018 (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 Oct. 4, 2018 (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 October 3, 2018 (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 October 1, 2018 (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).

AUTOMOTIVE & BOATS

Auto Dealers

SUBARUS & TOYOTAS Dependable, long warranty, service. \$3,000 and up. Export Auto - 30 years in business. (413)536-2373.

Legals

Community Outreach Meeting
Galli Greenery LLC, announces a Community Outreach Meeting Monday, October 15, 2018, 10:00 AM 59 Service Center Road, Northampton. All are welcome to hear our proposal to develop and operate a licensed retail marijuana establishment at 59 Service Center Road, Northampton. There will be an opportunity for the public to ask questions.

Oct 4

19510

Community Outreach Meeting
Northampton Enterprises, Inc., announces a Community Outreach Meeting Friday, October 12, 2018, 10:00 AM 2 Conz Street, Northampton (present site of The Hempest) All are welcome to hear our proposal to develop and operate a Licensed retail marijuana establishment at 2 Conz Street, Northampton. There will be an opportunity for the public to ask questions.

October 4

19511

LEGAL NOTICE

The Amherst Zoning Board of Appeals will meet on Thursday, October 11, 2018, at 6:00 P.M. in the Town Room, Town Hall, to conduct the following business:

PUBLIC HEARING:

ZBA 2019-01 Richard Hanks
Request a Special Permit for the creation of a non-owner occupied duplex each with two bedrooms on an existing flag lot, under Section 3.211 of the Zoning Bylaw, located on Lot 3, south of **421 North East Street** (Map 12A/Parcel 6), Outlying Residence (RO) Zoning District.

ZBA 2019-05 Dwight C. Scott
Request a Special Permit for the relocation of FTL Labs Corp, classified as a Research/Development or testing facility under Section 3.372.0, of the Zoning Bylaw, to an approximate space of 4,120 Square Feet on the second floor of the South Town Commons Building at **479 West Street** (Map 19D/Parcel 286), Village Center Business (BVC) Zoning District.

ZBA 2019-06 Jake's Eggs Inc. dba Jakes at the Hill
Request a Special permit to conduct a Class II Restaurant in order to obtain a full liquor license, under Section 3.352.1 of the Zoning Bylaw, located at **58 Cowls Road** (Map 19D/Parcel 286), Commercial (COM)

Legals

Northampton Public Hearings Thursday Oct 11, 2018

The Planning Board, Council Chambers 212 Main St.
7:00 PM Site Plan Verizon Wireless to add panels to existing pole near 190 Spring Grove Ave, Florence, Map Id 17A-17.

7:00 PM Site Plan Verizon Wireless to add panels to existing utility pole near 395 Elm St, Northampton, Map ID 24c-37.

All permit files viewable by Map ID www.northamptonma.gov/pending
September 27, October 4 19105

SEEKING PROPOSALS

The Town of Williamsburg, through its Board of Selectmen, is exploring options for available properties that could accommodate a new Williamsburg Public Safety Building. The Town has been studying possibilities for placing a new public safety building on Town owned properties, and would like to expand its search to include any privately-owned properties that may be available for purchase. The existing police and fire department buildings have reached their life expectancies, and limit both departments' ability to function properly and safely. The Town is seeking proposals from persons considering selling their property that fit the evaluative criteria stipulated in the Request for Proposals (RFP). The estimated building footprint to be accommodated is a minimum of 6,000 square feet, and up to 13,000 square feet. The property will also need to accommodate space for adequate parking and accessibility. The total land preferred is between 1.50 acres to 2.0 acres or more. The Town will entertain properties that either have an existing structure(s), or that are vacant land. Copies of the RFP may be obtained electronically, at no charge, by contacting Charlene Nardi, Town Administrator, 141 Main Street, Haydenville, MA 01039; 413-268-8418 or by e-mail at townadmin@burgy.org. Sealed proposals are due at the Office of the Town Administrator, 141 Main Street, Haydenville, MA 01039 by 2:00 pm, November 14, 2018. Late submittals will not be accepted. Proposals are being solicited in accordance with MGL Chapter 30B. The Town of Williamsburg reserves the right to reject any and all proposals, or to waive any informality in the proposal process, if deemed in the Town's best interest.

Oct 4

19575

Legals

PUBLIC HEARING NOTICE

PUBLIC HEARING NOTICE: In accordance with the provisions of Chapter 138 Section 12 of the Massachusetts General Laws, the Amherst Select Board will hold a public hearing on October 22, 2018, at 7:00 PM, in the Town Hall, 100 State Street, Amherst, MA 01002.

Legals

CO

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C

TC

Stanley E. Orzel, said Commonwea or formerly of No their heirs, devisee No. 16TL001580 1 State of Illinois; M formerly of Seneca, formerly of Phoenix Yaseen, deceased, Herbert D. Yaseen, Illinois; David W. Y Indiana; Robert C County, said Com Wichita, in the Sta residence unknown State of Colorado; the State of Rhode the State of Illinois; Whereas, two (2) co of Northampton, Ha rights of redemptio complaints in and c Northampton, in th bounded and descr said complaints as t No. 14TL148955 Property: Land and E Location: 25 Smith St Parcel ID: 32C-110-0 Registry: 1904/216 Recorded at: Hampsh No. 16TL001580 William Wilkin - Mt. To Map 39A/48 - Book 17 Hampshire County Reg If you desire to make your attorney must file setting forth clearly and of said complaint, in th the Courthouse locate MA 02108), on or befor thousand and eighteen your default will be rec and you will be forev judgment entered ther notice as required by published forthwith o published in Northampt Witness, JUDITH C. C twenty-sixth day of Sep Attest with Seal of said

Plaintiff's Attorney: Ro Berenson & Bloom, 11 (413) 529-9936

18545

Legals

NOTICE OF

By virtue and in execut mortgage given by For Trustee of 272 Cummi recorded with the Ham Page 207 of which mo breach of the conditio foreclosing the same wil the 24th day of Octobe Hampshire County, M described in said mortg To wit:
PARCEL ONE: That c southwesterly side of and described as Beginning at

EvansCutler Attorneys

Richard M. Evans
evans@evanscutler.com
413-586-1349

90 Conz Street
Northampton, Massachusetts 01060
www.evanscutler.com

Michael D. Cutler
cutler@evanscutler.com
617-816-6056

October 3, 2018

Mayor David Narkewitz	Northampton City Clerk	The Planning Board
City of Northampton	City of Northampton	City of Northampton
212 Main Street	212 Main Street	212 Main Street
Northampton, Mass. 01060	Northampton, Mass. 01060	Northampton, Mass. 01060

To the Mayor, the Northampton City Clerk, and the Planning Board:

I write on behalf of Northampton Enterprises, Inc., which proposes to utilize the building at 2 Conz Street, Northampton (present site of The Hempest and Angelo's barbershop), as a licensed marijuana retail establishment, subject to all licensing requirements of the Massachusetts Cannabis Control Commission and local zoning.

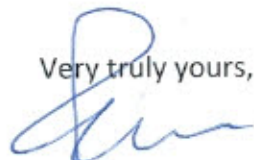
Enclosed is a copy of the notice to be published in the Daily Hampshire Gazette concerning a community outreach meeting on Friday, October 12, at 10:00 AM at the site, 2 Conz Street, at which time the public will be invited to ask questions and I and other representatives will be present to explain the proposal and answer them.

Kindly accept this notice for filing.

Please feel free to contact me at any time if you would like to discuss this project.

We invite your attendance on October 12.

Very truly yours,



Richard M. Evans

RME:ed
Encl.

EvansCutler Attorneys

90 Conz Street

Northampton, Massachusetts 01060

www.evanscutler.com

Richard M. Evans
evans@evanscutler.com
413-586-1349

Michael D. Cutler
cutler@evanscutler.com
617-816-6056

October 1, 2018

To the Abutters and Neighbors of 2 Conz Street, Northampton, Massachusetts:

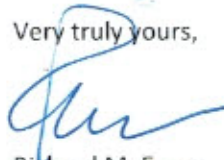
I write on behalf of Northampton Enterprises, Inc., which proposes to utilize the building at 2-4 Conz Street, Northampton (currently Angelo's barbershop and The Hempest) for operation of a licensed marijuana retail establishment, subject to all licensing requirements of the Massachusetts Cannabis Control Commission and local zoning.

We invite you to attend a community outreach meeting on **Friday, October 12, 2018**, at 10:00 AM at The Hempest, 4 Conz Street, Northampton, at which time the public will have an opportunity to ask questions and I and other representatives will be present to explain the proposal and answer them.

Please feel free to contact me at any time if you would like to discuss this project.

We look forward to seeing you on October 12.

Very truly yours,



Richard M. Evans

RME:Ed
Encl.

OBJECTID	Version	CCOUNT_N	MB	OWNER_NAME_1
1	2018-08-06	31D-169-001	31D-16	NORTHAMPTON TERMINAL ASSOC LLP
2	2018-08-06	31D-225-001	31D-22	MCKOWN KENNETH T
3	2018-08-06	31D-226-001	31D-22	NORTHAMPTON HOUSING AUTHORITY
4	2018-08-06	31D-232-001	31D-23	KRAUSE SUZANNE L & CELIA KLIN
5	2018-08-06	31D-233-001	31D-23	AGHA NOLA & AURANGZEB
6	2018-08-06	31D-234-001	31D-23	SIMON BARRY
7	2018-08-06	31D-235-001	31D-23	PATEL SUMAN V & MITESH S
8	2018-08-06	31D-236-001	31D-23	BAK WALTER E
9	2018-08-06	31D-237-001	31D-23	NORTHAMPTON CITY OF
10	2018-08-06	31D-246-001	31D-24	NORTHAMPTON CITY OF
11	2018-08-06	32C-026-001	32C-02	WATER LILLY LLC
12	2018-08-06	32C-027-001	32C-02	RYAN PROPERTIES LLC
13	2018-08-06	32C-028-001	32C-02	L O R T INVESTMENTS
14	2018-08-06	32C-029-001	32C-02	11 BREWSTER COURT LLC
15	2018-08-06	32C-067-001	32C-06	MAPLEWOOD SHOPS INC
16	2018-08-06	32C-070-001	32C-07	NYGREEN KYSA
17	2018-08-06	32C-071-001	32C-07	GU THOMAS T & PING GENG
18	2018-08-06	32C-072-001	32C-07	GENG PING
19	2018-08-06	32C-073-001	32C-07	HURLEY ERIC A
20	2018-08-06	32C-074-001	32C-07	GANDARA MENTAL HEALTH CTR INC
21	2018-08-06	32C-075-001	32C-07	BLIZNAK DONNA M &
22	2018-08-06	32C-076-001	32C-07	FISCHER SETH H &
23	2018-08-06	32C-077-001	32C-07	SLATTERY CLARA
24	2018-08-06	32C-078-001	32C-07	14 CONZ STREET LLC
25	2018-08-06	32C-079-001	32C-07	BARRY MICHAEL S & REBECCA L
26	2018-08-06	32C-080-001	32C-08	DUNN SETH J & JENNIFER L
27	2018-08-06	32C-081-001	32C-08	GEORGE ELIZABETH M
28	2018-08-06	32C-082-001	32C-08	GEORGE ELIZABETH M
29	2018-08-06	32C-083-001	32C-08	LAPLANTE JEAN
30	2018-08-06	32C-084-001	32C-08	GERRY MARGARET T
31	2018-08-06	32C-085-001	32C-08	RISCIOTTI RICHARD J & MARGARET
32	2018-08-06	32C-087-001	32C-08	ZALESKY LORRAINE M & DENISE M DIMINUCCI
33	2018-08-06	32C-088-001	32C-08	ESTES THOMAS & KRISTIN EDMONDS
34	2018-08-06	32C-089-001	32C-08	ESTES THOMAS & KRISTIN EDMONDS
35	2018-08-06	32C-090-001	32C-09	REGAN-TALBOT KATHRYN M TRUSTEE
36	2018-08-06	32C-091-001	32C-09	KONHEIM PROPERTIES LLC
37	2018-08-06	32C-092-001	32C-09	ANDERSON CATHERINE LISE
38	2018-08-06	32C-093-001	32C-09	KEMPER AMY E
39	2018-08-06	32C-094-001	32C-09	GELB THOMAS H & KELLY A MAGINNIS
40	2018-08-06	32C-095-001	32C-09	HESTON KARL ROBERT & SHARON K
41	2018-08-06	32C-119-001	32C-11	POWERTENINTWO LLC
42	2018-08-06	32C-120-001	32C-12	SHEMESH AVRAHAM &
43	2018-08-06	32C-163-001	32C-16	YOUNG CAROLYN LOUISE
44	2018-08-06	32C-163-002	32C-16	BENNETT JONATHAN D
45	2018-08-06	32C-163-003	32C-16	FLOREK DEBORAH A
46	2018-08-06	32C-163-004	32C-16	O'SHEA TERESA J
47	2018-08-06	32C-163-005	32C-16	TOMITA SHIGEFUMI
48	2018-08-06	32C-163-006	32C-16	MINSKY MICHAEL G
49	2018-08-06	32C-163-007	32C-16	HEROLD DONALD L & JORDI HEROLD
50	2018-08-06	32C-163-008	32C-16	PROCTOR LAUREN &
51	2018-08-06	32C-163-009	32C-16	PULDE HOPE L
52	2018-08-06	32C-163-010	32C-16	PATEL DEEVIA
53	2018-08-06	32C-163-011	32C-16	HORGAN DAVID
54	2018-08-06	32C-163-012	32C-16	MANNE VIJAY K
55	2018-08-06	32C-163-013	32C-16	HARRISON JR BRUCE & VIKTORIIA
56	2018-08-06	32C-163-014	32C-16	HOWELL ANN C TRUSTEE

OWNER_NAME_2	MAILING_ADDRESS_1
	P O BOX 492
	278 SOUTH ST
	49 OLD SOUTH ST
	15 JUTLAND RD
	221 BEHRENS ST
	18 DICKINSON ST
	48 OLD SOUTH ST
	7 CONZ ST
MAIL TO: WAYNE FEIDEN	CITY HALL - 210 MAIN ST
	CITY HALL - 210 MAIN ST
	40 MIDDLE ST
C/O NORTHAMPTON BREWERY	3 BREWSTER CT
	13 OLD SOUTH ST
	11 BREWSTER CT
	PO BOX 706
	28 MAPLE AVE
	782 NORTH EAST ST
	782 NORTH EAST ST
	285 E GREEN ST
	147 NORMAN ST
RONALD J TOMASAUCKAS	PO BOX 11421
PATRICIA E SOMMELING	6 CONZ ST
MAIL: PATRICIA MCCARTHY	1435 LONGMEADOW ST
	35 MAIN ST
	10 WILSON AVE
	560 BURTS PIT RD
	22 WILSON AVE
	22 WILSON AVE
	30 WILSON AVE
	36 WILSON AVE
GERRY	36 WILSON AVE
KARLA J O'NEILL & LOIS A B & OTHERS	43 WILSON AVE
	39 WILSON AVE
	39 WILSON AVE
	33 WILSON AVE
	26 ORCHARD ST
	21 WILSON AVE
	13 WILSON AVE
	4 MADISON AVE
	22 CONZ ST
	17 CHARLES ST
MICHAL LOMASK	10 GATEHOUSE RD SUITE 125
	23 RANDOLPH PL #101
	26 HEATHER RD
	7759 MOUNTAIN ESTATES DR
	23 RANDOLPH PL UNIT 104
	23 RANDOLPH PL #105
	23 RANDOLPH PL #106
	23 RANDOLPH PL #107
BERNICE WEINER	6 GLENDALE WOODS DR
	23 RANDOLPH PL #109
	23 RANDOLPH PL UNIT 110
	252 WESTERLY CIR
	23 RANDOLPH PL UNIT 112
	23 RANDOLPH PL #113
	23 RANDOLPH PL #114

[illegible]

57	2018-08-06	32C-163-015	32C-16: PREDMORE JOYCE R
58	2018-08-06	32C-163-016	32C-16: SAMUELSON SHEILA & NANCY
59	2018-08-06	32C-163-017	32C-16: YANNE STEVEN E
60	2018-08-06	32C-163-018	32C-16: SOLAKA ELIZABETH A &
61	2018-08-06	32C-163-019	32C-16: MACK MEHAMMED A
62	2018-08-06	32C-163-020	32C-16: CAHILLANE MARY M
63	2018-08-06	32C-163-021	32C-16: GOBEIL RANDY & MICHAEL E
64	2018-08-06	32C-163-022	32C-16: TANSEY JOEL G &
65	2018-08-06	32C-163-023	32C-16: TANSEY JOEL G &
66	2018-08-06	32C-163-024	32C-16: FINKELSTEIN ELLEN A &
67	2018-08-06	32C-163-025	32C-16: TAUBER-O'REILLY DEBRA
68	2018-08-06	32C-163-026	32C-16: BRUCE MARY ELLEN &
69	2018-08-06	32C-163-027	32C-16: VADNAIS GLEN P
70	2018-08-06	32C-163-028	32C-16: DION JOHN J & JANE E
71	2018-08-06	32C-163-029	32C-16: WEBSTER DAVID S
72	2018-08-06	32C-163-030	32C-16: RANDOLPH RIVER STATE LLC
73	2018-08-06	32C-163-031	32C-16: GILLIS IAN
74	2018-08-06	32C-163-032	32C-16: KOC SIS C JEANNE
75	2018-08-06	32C-163-033	32C-16: D'UNGER GREGORY & DANA TRACY
76	2018-08-06	32C-163-034	32C-16: ROUNTREE LILA SHANOR
77	2018-08-06	32C-163-035	32C-16: MCGRATH LESLIE
78	2018-08-06	32C-163-036	32C-16: CHASE MICHAEL C
79	2018-08-06	32C-163-037	32C-16: NG EVE
80	2018-08-06	32C-163-038	32C-16: NORRIS MARGARET S
81	2018-08-06	32C-163-039	32C-16: ARBIB RENEE J & ROBERT B ARBIB
82	2018-08-06	32C-163-040	32C-16: TOURANGEAU DENISE A &
83	2018-08-06	32C-163-041	32C-16: VOLLINGER CATHERINE
84	2018-08-06	32C-163-042	32C-16: VENS KUS CAITLYN
85	2018-08-06	32C-163-043	32C-16: RANDOLPH PLACE CONDOMINIUM
86	2018-08-06	32C-333-001	32C-33: NORTHAMPTON CITY OF
87	2018-08-06	32C-334-001	32C-33: RISCOTTI RICHARD J & MARGARET
88	2018-08-06	32C-345-001	32C-34: NORTHAMPTON CITY OF
89	2018-08-06	32C-351-001	32C-35: FRANK KENNETH W

JOAN ENOCH	23 RANDOLPH PL #201 148 STRAWBERRY HILL RD 69 SUNSET LN
ADAM KORELITZ	23 RANDOPH PL UNIT 204 93 VERNON ST 69 TECUMSEH DR
SVELNIS TRUSTEES	26 CRESCENT ST #202
KYRIAKI GOUNARIDOU	23 RANDOLPH PL #208
KYRIAKI GOUNARIDOU	23 RANDOLPH PL #208
LARRY J JEFFERIS	23 RANDOLPH PL #210 23 RANDOLPH PL #211 23 RANDOLPH PL #212
STEPHEN B FILES	23 RANDOLPH PL UNIT 213 35 NEW SOUTH ST APT 211 23 RANDOPH PL #301
C/O MAIEWSKI PROPERTIES LLC	218 AUDUBON RD 23 RANDOLPH PL #303 23 RANDOLPH PL #304 23 RANDOLPH PL #305
C/O KENDRICK PROPERTY INC	1185 N PLEASANT ST P O BOX 1679 23 RANDOLPH PL #308 23 RANDLOPH PL #309 23 RANDOLPH PL #310 35 MAIN ST
HARRIET C BOUDREAU	23 RANDOLPH PL #312 23 RANDOLPH PL UNIT 313 26 LEDGEWOOD DR 23 RANDOLPH PLACE
C/O CITY PROPERTY	CITY HALL, 210 MAIN ST
GERRY	36 WILSON AVE
MAIL TO: DAVID POMERANTZ	CITY HALL - 210 MAIN ST 9 WILSON AVE

NORTHAMPTON	MA	01060
NORWALK	CT	06851
LONGMEADOW	MA	01106
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
LONGMEADOW	MA	01106
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
LEEDS	MA	01053
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
AMHERST	MA	01002
PROVINCETOWN	MA	02657
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
CUMMINGTON	MA	01026
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
SUNDERLAND	MA	01375
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060
NORTHAMPTON	MA	01060

Northampton Enterprises, Inc.

Plan to Remain Compliant with Local Zoning

Northampton Enterprises, Inc. (“Northampton”) will remain compliant at all times with the local zoning requirements set forth in the City of Northampton’s Zoning Ordinance. In accordance with Zoning Ordinance Section 350 Attachment 9, Northampton’s proposed Marijuana Retailer is located in the Central Business Zoning District, which permits Marijuana Retailers by Right.

In compliance with Northampton Zoning Ordinance Section 350 Attachment 9 (attached), the property is not located within 200 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

Northampton will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. Northampton will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Northampton’s proposed location.

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

ZONING

350 Attachment 9

City of Northampton
Table of Use, Dimensional and Density Regulations

CENTRAL BUSINESS DISTRICT (CB)						
Uses Allowed by Right-combinations are permitted, including accessory uses, structures and share driveways (unless otherwise noted)	If checked, site plan approval required by Planning Board See § 350-11.1 (new construction of 2,000+ triggers site plan)	If checked, special permit approval required by designated board	Dimensions (same for all uses)	Landscaping (same for all uses)	Minimum Parking (same for all uses)	Building Design (same for all uses)
All retail, retail marijuana, ¹ wholesale and business sales and supply of goods and services			Lot size = 0 Frontage/Width/Depth = 0 Setbacks: Front = Maximum 5 feet Side = 0 Rear = 0 Minimum height = 30 feet Maximum height = 70 feet The Planning Board may grant a special permit to allow a building to be set farther back or to a lower height if it finds that a greater setback or lower height is necessary to preserve historic buildings or character, allow for urban pedestrian malls that encourage street-level activity, or that proposed construction is a minor addition to an existing building. (See diagram.) Landscaping and pedestrian malls or plazas shall be constructed between the building and the front lot line, and no parking is permitted in this area. In the CBD, these mall and plaza areas qualify as open space. Open space: see landscape/screening	Site/Parking lot landscaping: See § 350-8.9 for additional landscaping A 30-foot-wide buffer strip shall be planted along the boundary with any residentially zoned lot. It shall contain a screen of plantings of vertical habit in the center of the strip not less than three feet in height at the time of occupancy of such lot. Individual shrubs shall be planted not more than five feet on center, and individual trees thereafter shall be maintained by the owner or occupants so as to maintain a visually impervious screen (upon planting) year-round. At least 50% of the plantings shall be evenly spaced. The buffer may be reduced to a minimum 20-foot width if the Planning Board finds that a sight-impervious wall or fence will be erected of appropriate	0* See also §§ 350-8.2 through 350-8.11 for location, construction, layout, requirements for parking lots. *Note: No new parking required for any reuse or new construction, except in the case of new footprint/construction for theaters, churches, gyms, places of public assembly with seating, hotels/motels and/or nightclubs. See table in § 350-8.1C for requirements.	See Central Business Architecture review criteria, Chapter 156
Office (drive-through only allowed by special permit)						
Office with drive-through	√	√ Planning Board				
Restaurant (drive-through not allowed), bar, entertainment, community center						
Hotel/Motel						
Trades, artist's space						
Temporary event						
Health/Athletic club, indoor recreation, membership club operated for profit or nonprofit						
Any residential use above the first floor, any residential use located to the rear of otherwise permitted nonresidential uses that occupy a space at least 20 feet deep, and any residential use on a property which does not abut on a public way or public park (however, not classifying rail trails as public parks) maintained by the City. Home businesses are considered residential uses for these purposes.						
Commercial or public parking facility or the addition of 6 or more parking spaces	√					
Single or multimodal passenger terminal						
Facilities for essential services, municipal facility						
Education, religious use, day care, school-aged child-care program (MGL c. 28A, § 9), family day care (with registration with Building Commissioner); historical association, and nonprofit museum (residence of a caretaker must be above first floor only)						
Agricultural uses						
Telecommunication antennas on existing towers or other structures which do not require the construction of a new tower (in accordance with § 350-10.9)	√					

NORTHAMPTON CODE

CENTRAL BUSINESS DISTRICT (CB)						
Uses Allowed by Right-combinations are permitted, including accessory uses, structures and share driveways (unless otherwise noted)	If checked, site plan approval required by Planning Board See § 350-11.1 (new construction of 2,000+ triggers site plan)	If checked, special permit approval required by designated board	Dimensions (same for all uses)	Landscaping (same for all uses)	Minimum Parking (same for all uses)	Building Design (same for all uses)
Veterinary hospital in which all animals are kept inside permanent buildings						
Private utility substation or similar facility or building	√					
Power plant and/or district utility	√	√ Planning Board				
New telecommunications structures/facilities (in accordance with §§ 350-2.1 and 350-10.9)	√	√ Planning Board				
Research and development facilities	√		See above.	Existing trees and ground cover should be preserved in this strip, reducing the need to plant additional trees. Trees may not be cut down in this strip without site plan approval. All landscaping shall be maintained in a healthy growing condition, neat and orderly in appearance, and free of refuse and debris. All plantings shall be arranged and maintained so as to not obscure the vision of traffic.	See above.	See above.
More than one curb cut (>1 existing may remain unless change of use triggers site plan)	√	√ Planning Board				
Access to parking over residential lot; see § 350-8.9	√	√ Planning Board				
Rooftop solar hot water and photovoltaic			N/A	None	0	None. Installations must be maintained in good condition
Solar photovoltaic of any size, ground-mounted: 1. Over any legal parking lot or driveway; 2. At any landfill site not separated from the site-assigned property by any road; and 3. At an airport not separated from the runways by any road.	√		Same setbacks as setbacks for other accessory buildings in the district	Sufficient landscaping within the setbacks to provide effective visual separation		

ZONING

CENTRAL BUSINESS DISTRICT (CB)						
Uses Allowed by Right-combinations are permitted, including accessory uses, structures and share driveways (unless otherwise noted)	If checked, site plan approval required by Planning Board See § 350-11.1 (new construction of 2,000+ triggers site plan)	If checked, special permit approval required by designated board	Dimensions (same for all uses)	Landscaping (same for all uses)	Minimum Parking (same for all uses)	Building Design (same for all uses)
Accessory solar photovoltaic ground-mounted on a parcel with any building or use, provided that the PV is sized to generate no more than 200% of the annual projected electric use of the non-PV building or use	√		Setbacks: Front = 50 feet Side = 50 feet Rear = 50 feet And such open space as applies to the principal building	See above	0	
Reuse of an historic educational or religious building for any residential use on the ground floor or any other commercial use not otherwise allowed in the district, provided that such use is within the footprint of the existing building. The existing building may be expanded to accommodate elevators and stairwells, provided that all historically contributing portions of the building are retained and covered with an historic preservation restriction granted to the City of Northampton in a form acceptable to the Planning Board, with input from the Historical Commission, as preserving the key character-defining features visible from the road (and not necessarily meeting federal or state preservation standards for the entire building). Portions of the building that are not part of the original architecture of the building and which do not contribute to the historical or architectural significance of the building as determined by the Planning Board, with input from the Historical Commission, may be demolished.	√					
Medical marijuana	√					
Any marijuana independent testing laboratory or other testing labs only when located below grade, above the first floor or behind a street-front unit reserved for an allowed commercial use, which is at least 30 feet deep, or in a building that does not abut on a public way maintained by the City.						

NORTHAMPTON CODE

CENTRAL BUSINESS DISTRICT (CB)						
Uses Allowed by Right-combinations are permitted, including accessory uses, structures and share driveways (unless otherwise noted)	If checked, site plan approval required by Planning Board See § 350-11.1 (new construction of 2,000+ triggers site plan)	If checked, special permit approval required by designated board	Dimensions (same for all uses)	Landscaping (same for all uses)	Minimum Parking (same for all uses)	Building Design (same for all uses)
Short-term rentals. Such rentals must be registered with the City and are only valid for the year in which registration is completed and expire December 31 each year.						

Notes:

- 1 No establishment shall be located within 200 feet of a preexisting public or private school providing education in kindergarten or any of grades 1 through 12. Building facades and property must be consistent with the character of the neighborhood, including such items as transparent storefront windows with a view into the interior of the building. Security measures must appear from the outside of the building to be consistent with the character of the neighborhood.

Northampton Enterprises, Inc.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Northampton Enterprises, Inc. (“Northampton”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, Northampton has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals and programs to positively impact the City of Holyoke in Massachusetts (the “Target Community”).

Goals

In order for Northampton to positively impact the aforementioned area of disproportionate impact, Northampton has established the following goals:

1. Giving hiring preference to individuals from the Target Community, whereby qualified candidates for open job postings will be selected if they self-identify as being from the Target Community.
2. Providing job training to individuals in the cannabis industry being helped through the Cannabis Community Care and Research Network (“C3RN”). C3RN is a public benefit corporation based out of Worcester, MA that provides contract research, analytics, education, and strategic advising services for the cannabis, academic, and healthcare industry in the area of cannabis. C3RN, partnered with Holyoke Community College, is also a qualified training vendor for the Commission’s Social Equity Training Program.

Programs

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

- Partnering with C3RN for their Holyoke Community College job training and internship program and hosting at least one (1) seminar annually, for individuals 21 years of age and older, on the topics of retail operations and inventory tracking through this program.
- In addition to Northampton’s commitment to host at least one (1) job-training seminar annually, Northampton will also contribute \$5,000.00 to C3RN’s social justice and workforce programs following its approval to commence operations from the Commission.

Measurements

Northampton Enterprises, Inc.

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

- Ensuring that at least 10% of the staff is from the Target Community by providing regular staffing audits of employees hired, retained, and promoted;
- Documenting all training seminars provided by Northampton in partnership with C3RN;
- Documenting the number of staff who participate in C3RN's training seminars; and
- Auditing Northampton's financials to ensure that Northampton can make its above-mentioned donation to C3RN.

Beginning upon receipt of Northampton's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Northampton will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. Furthermore, the CEO will review and evaluate Northampton's measurements no less than twice a year to ensure that Northampton is meeting its commitments.

Acknowledgements

- As identified above, Northampton intends to partner with and provide financial support to C3RN and acknowledges that C3RN has been contacted and has formed the partnership and will receive the donation described herein.
- Northampton will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Northampton will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: January 28, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,

NORTHEMPTON ENTERPRISES, INC.

is a domestic corporation organized on **September 24, 2018**, under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 19010438750

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Special Filing Instructions

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001347389

ARTICLE I

The exact name of the corporation is:

NORTHEMPTON ENTERPRISES, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		<i>Num of Shares</i>	<i>Total Par Value</i>	
STK	\$0.00000	100	\$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a *later* effective date is desired, specify such date, which may not be later than the *90th day* after the articles are received for filing.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: JONATHAN G. SHEELEY
No. and Street: 592 MAIN ROAD
City or Town: CHESTERFIELD State: MA Zip: 01012 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JONATHAN G. SHEELEY	592 MAIN ROAD CHESTERFIELD, MA 01012 USA
TREASURER	JONATHAN RICHARD NAPOLI	10 WILLIAMS STREET BOSTON, MA 02119 USA
SECRETARY	STEVE COX	26 BARDWELL STREET NORTHAMPTON, MA 01062 USA
VICE PRESIDENT	MITCHELL ROSENFELD	16 FAIRVIEW STREET ROSLINDALE, MA 02131 USA
DIRECTOR	JONATHAN RICHARD NAPOLI	10 WILLIAMS STREET BOSTON, MA 02119 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

RETAIL SALES

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 2 CONZ STREET
UNIT 4
City or Town: NORTHAMPTON State: MA Zip: 01060 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are

located (post office boxes are not acceptable):

No. and Street: 2 CONZ STREET
UNIT 4

City or Town: NORTHAMPTON

State: MA

Zip: 01060

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 24 Day of September, 2018 at 4:10:40 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

JONATHAN G. SHEELEY

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:

September 24, 2018 04:10 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized 'G' at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

NORTHEMPTON ENTERPRISES, INC.

Bylaws

ARTICLE I OFFICES

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

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

ARTICLE II MEETINGS OF STOCKHOLDERS

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

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

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

Section 4. Notices of meetings shall be in writing and signed by the President or the Secretary or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

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

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

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

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

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and

may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

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

ARTICLE III DIRECTORS

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

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

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

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

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

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

ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

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

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

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

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

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

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular

call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

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

ARTICLE V COMMITTEES OF DIRECTORS

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

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

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

ARTICLE VI
COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

ARTICLE VII
NOTICES

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

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

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

ARTICLE VIII
OFFICERS

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

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

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

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

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

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

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

ARTICLE IX CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special

rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

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

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

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

Section 6. The corporation shall be entitled to recognize the person registered on its books

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

ARTICLE X GENERAL PROVISIONS

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

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

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

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

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

ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection

therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

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

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


ARTICLE XII AMENDMENTS

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

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

###

ADOPTED, this 18th day of January, 2019.



Steve Cox, Secretary



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

mass.gov/dor

Letter ID: L1347705216
Notice Date: January 29, 2019
Case ID: 0-000-619-327



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JONATHAN G. SHEELEY
NORTHEMPTON ENTERPRISES INC
2 CONZ ST UNIT 4
NORTHAMPTON MA 01060-4440

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Northampton Enterprises, Inc.

Plan for Obtaining Liability Insurance

Northampton Enterprises, Inc. (“Northampton”) plans to contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Northampton will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Northampton will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Northampton will keep reports documenting compliance with 935 CMR 500.105(10).

Northampton Enterprises, Inc.

Business Plan

March 1, 2019

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

Northampton Enterprises, Inc. (“**Northampton**”) is a Marijuana Establishment (“**ME**”) committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

The mission of Northampton is to bring safe, healthy cannabis products to the marketplace and educate the population on the benefits of moderate consumption.

1.2 License Type

Northampton Enterprises, Inc is applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**CCC**”) to operate a Marijuana Retailer in Northampton, Massachusetts. Northampton may also apply for a Certificate of Registration from the CCC to be a medical retailer if the vertical integration requirement is resolved.

1.3 Product

Northampton will offer a full menu of cannabis flower, oils, edibles and topical products that will all meet the guidelines and standards as set forth by the State and municipality. The menu will offer customers different ratios THC:CBD that are accurate and consistent. All products will be third party lab tested as required by statute, and will be compliant with the guidelines and regulations set forth by CCC;

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

1. Concentrates
2. Topical salves
3. Creams/lotions
4. Patches
5. Oral mucosal/sublingual dissolving tablets
6. Tinctures
7. Sprays
8. Inhalation ready to use c02 extracted hash oils
9. Pre-dosed oil vaporizers
10. Ingestion capsules
11. Food/beverages

1.4 Customers

Northampton’s target customers include adults 21 years of age and older.

1.5 What Drives Us

We want to use cannabis and hemp to help create a healthier population and planet. We believe

cannabis to be one of the safest most therapeutically active substances on earth. Hemp seed is one of the most nutritionally complete food sources on earth. We want to educate the population on the benefits of this whole plant and not just the marijuana part. We are driven by the crisis of climate change and the current environmental breakdown occurring on our planet. We want to help create a healthier world for our children by using hemp and cannabis to their full potential. We are dedicated to reducing our impact and using recyclable packaging.

1.6 Goals

Northampton's goals include:

1. Serving customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Northampton's operations within their communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been particularly harmed by the war on drugs;
5. Hiring employees from economically distressed communities and giving them the space and knowledge to flourish professionally within Northampton and the cannabis industry as a whole;
6. Having a diverse and socially representative pool of employees;
7. Empowering the next generation of entrepreneurs and leaders through hiring, training, and teaching;
8. Running an environmentally friendly ME in the Commonwealth of Massachusetts; and
9. Creating branded marijuana products that are safe, effective, consistent, and high quality.

2. COMPANY DESCRIPTION

2.1 Structure

Northampton is a Massachusetts domestic for-profit corporation interested in applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate a ME in the Commonwealth.

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

2.2 Operations

Northampton will be located in Northampton, MA and has leased a facility in this area.

The facility is well positioned and matches the ideal picture of a community dispensary store. Northampton’s founders currently operate another non-marijuana retail store at this location and it remains in good condition. Northampton’s founders have operated successfully in Northampton, Massachusetts since 2001 and they remain a proud member of the community.

The facility encompasses a total of 1,800 square feet, with approximately 1,000 square feet dedicated exclusively to retail operations.

Northampton will establish inventory controls and procedures for reviewing comprehensive inventories of finished and stored marijuana and marijuana products; conduct a monthly inventory of finished and stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Northampton will track all marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Northampton will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

Northampton will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

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

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

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

Prior to commencing operations, Northampton will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Northampton.

Northampton and Northampton's agents will comply with all local rules, regulations, ordinances, and bylaws.

We have achieved:

1. Host Community Agreement
2. Successful Community Outreach Meeting
3. Executed Lease

2.3 Security

We have secured a bank account in Massachusetts and will NOT be operating as cash only. All cash and product will be stored in a secure and monitored vault accessible only by management. Cash will be cleared from vault and deposited daily.

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

Northampton's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Northampton Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Northampton's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and Northampton will maintain a current list of individuals with access.

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

Northampton will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

Northampton looks forward to working cooperatively with the Town of Northampton (which approved 2016 Ballot Question 4 legalizing adult use marijuana with 69.6% of the vote) to ensure that Northampton operates as a responsible, contributing member of the Northampton community. Northampton anticipates establishing a mutually beneficial relationship with the Town in exchange for permitting Northampton to site and operate in Northampton. The Town stands to benefit in various ways, including but not limited to the following:

- **Jobs:**
 - A retail facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
 - Our employees will be paid a minimum of \$15 an hour with benefits.
- **Monetary Benefits:**
 - A Host Community Agreement with significant monetary donations will provide the Town with additional financial benefits beyond local property taxes.
- **Access to Quality Product:**
 - Northampton will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- **Control:**
 - In addition to the Commission, the Northampton Police Department and other municipal departments will have oversight over Northampton's security systems and processes.
- **Responsibility:**
 - Northampton is comprised of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the Commission.
- **Economic Development:**
 - Northampton's renovation of 2 Conz Street will revitalize downtown Northampton and contribute to the overall economic development of the local community.

2.5 Zoning

Northampton will remain compliant at all times with the local zoning requirements set forth in the City of Northampton's Zoning Ordinance.

In accordance with Northampton's Zoning Ordinance, Northampton's proposed Marijuana Retailer is located in the Central Business District, which permits Marijuana Retailers.

In compliance with the City of Northampton's Zoning Ordinance, the property is not located within 200 feet of a preexisting public or private school providing education in kindergarten or any of grades 1 through 12.

3. MARKET RESEARCH

3.1 Industry

Northampton's proposed location is located in Northampton, MA. Surrounding areas include Hadley, Easthampton, Holyoke, Amherst and Springfield.

3.2 Customers

In Massachusetts, sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

3.3 Competitors

Northampton's competitors include New England Treatment Access down the street and other retailers in Northampton.

3.4 Competitive Advantage

In every business, there is competition. However, the retail cannabis industry is known to be highly competitive. Northampton possesses several strengths which will separate Northampton from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, the discounts offered for the products, and to some extent, the branding of the business.

Northampton's competitive advantages over their competition are that we understand the market and know our customers. They trust and rely on our expertise. Our location is also superior to many others with our access to parking and the amount of drive-by traffic we have.

3.5 Regulations

Northampton is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

Northampton will be registered to do business in the Commonwealth as a domestic business corporation. Northampton will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

Northampton will apply for all state and local permits and approvals required to renovate and operate the facility.

Northampton will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

4. PRODUCT / SERVICE

4.1 Product & Service

We plan to be open 7 days a week and expand our hours to 8AM to 8PM. IDs will be checked at the door by an experienced security person using Real ID verification equipment. No one under 21 will be allowed into the facility. After being checked in, customers will be guided to the retail area and given menus to review before purchase. All products will be sold in child proof compliant packaging. We will seek out companies that have recyclable or biodegradable packaging to ease our impact on environment. After purchase customers will leave with products in a compliant exit bag through a separate secure exit. Any returned products will be disposed of in compliance with CCC regulations.

We have reached agreements with several cultivators and manufacturers to carry their products at our retail store. Jon Napoli has an application in for a cultivation and manufacturing license with a separate team in centrally located Leicester, Massachusetts.

Our core product as a retail license holder will be marijuana, which will come in a variety of strains and product types.

4.2 Pricing Structure

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

5. MARKETING & SALES

5.1 Growth Strategy

Northampton's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. A compelling loyalty program;
4. An exemplary customer in-store experience;
5. A caring and thoughtful staff made of consummate professionals; and
6. Ongoing community outreach programs.

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

5.2 Communication

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

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

Northampton will communicate with customers through:

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

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

5.3 Sales

Northampton will sell its products and service by engaging customers with knowledgeable in-store personnel.

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

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

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” Northampton will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

5.4 Logo

Northampton will develop a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

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

6. FINANCIAL PROJECTIONS

	FIRST FULL FISCAL YEAR PROJECTIONS 2019	SECOND FULL FISCAL YEAR PROJECTIONS 2020	THIRD FULL FISCAL YEAR PROJECTIONS 2021
Projected Revenue	2,100,000	2,310,000	2,550,000
Projected Expenses	1,570,140	1,786,800	1,952,360
Net pretax	529,860	523,200	597,640
Number of Customers	2400	2567	2833
Number of Customer Visits	28000	30800	34000
Estimated purchase per visit	\$75.00	\$75.00	\$75.00
Projected % of growth rate annually	N/A	7.00%	10.30%
Total FTE in staffing	10	12	13
Projected Marijuana Inventory (in lbs)	375	400	425
Total Marijuana Sold (in lbs)	312	344	379
Total Marijuana left for rollover in(lbs)	63	56	46

6.1 Financial Assumptions

The construction and modifications to the existing location that Northampton is seeking to locate in Northampton will cost approximately \$250,000.

7. TEAM

7.1 General

Northampton has put together a team to implement the operations of the ME. Northampton intends to create 10-20 full-time staff positions within the first three years of operations in Northampton.

This team has a collective six (6) decades of retail experience in the cannabis/hemp industry. Jon Sheeley and Steven Cox are long-time local members of the Northampton business community and have established very positive relationships in and around town. Northampton has worked hard to maintain positive relationships wherever we are located. No individual on the Northampton team is a controlling person with over more than three licenses in a particular class of license.

7.2 Founders

Jonathan Napoli has been a pioneer in the Massachusetts cannabis industry since the beginning of legalization. Mr. Napoli is one of the original Registered Marijuana Dispensary Agents in the state and has worked with In Good Health in Brockton since 2014. Mr. Napoli helped design their vertically integrated facility and is very familiar with cultivation, manufacturing and retail operations and compliance requirements.

Mitch Rosenfield has overseen a successful retail and manufacturing business for over two (2) decades. Mr. Rosenfield has thousands of hours of experience managing retail stores in the Massachusetts cannabis industry. Mr. Rosenfield is familiar with all aspects of running a retail store including hiring, managing, inventory, and accounting. The managers and owners of Northampton have long been considered the foremost experts on hemp and cannabis in the state.

Jon Sheeley started working in the cannabis and hemp industry in Massachusetts after graduating from Northeastern University and quickly worked his way up to manager. Mr. Sheeley worked with Mr. Napoli and Mr. Rosenfield in their previous cannabis and hemp endeavors, and has successfully run a retail business in Northampton for almost two (2) decades.

7.3 CEO / COO / CFO

CEO: Jonathan Napoli

COO: Jon Sheeley

CFO: Mitch Rosenfield

7.4 Head of Security

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

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

8. FINAL REMARKS

Northampton has the experience and know-how to safely and efficiently serve customers and patients with high quality, consistent, laboratory-tested cannabis and derivatives. Northampton hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. To accomplish this, Northampton will leverage and expand its existing infrastructure and relationships. Furthermore, Northampton will utilize sufficient protocols and standard operating procedures to control, review, test, and track inventory, consistent with regulations set forth by the Commission. Northampton's state-of-the-art security systems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both consumers and staff and will help deter and prevent diversion.

In Massachusetts, cannabis-related sales are expected to increase from \$106 million in 2017 to \$457 millions in 2018, and eventually to \$1.4 billion in 2025. Northampton is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures, research and development plans, and growth strategies. In doing so, Northampton looks forward to working cooperatively with the City of Northampton to help spread the benefits this market will yield.

Northampton Enterprises, Inc.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), Northampton Enterprises, Inc. (“Northampton”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Northampton agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

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

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

Northampton Enterprises, Inc.

QUALITY CONTROL AND TESTING

Quality Control

Northampton Enterprises, Inc. ("Northampton") will comply with the following sanitary requirements:

1. Any Northampton agent whose job includes contact with marijuana or nonedible marijuana products, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Northampton agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Northampton's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Northampton's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Northampton's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Northampton will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Northampton's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Northampton's facility will have adequate safety lighting in all storage areas, as well as areas where equipment or utensils are cleaned;
8. Northampton's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Northampton will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Northampton will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Northampton's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable

waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;

13. Northampton will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Northampton will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Northampton will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

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

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

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

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

Testing

Northampton will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of Northampton's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of Northampton's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

Northampton's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating

that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Northampton will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein, and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Northampton's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Northampton for disposal or by the Independent Testing Laboratory disposing of it directly.

Northampton Enterprises, Inc.

Personnel Policies Including Background Checks

Overview

Northampton Enterprises, Inc. (“Northampton”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Northampton will keep, at a minimum, the following personnel records:

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

Job Descriptions

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

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

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

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

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

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

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

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in a Point-of-Sale ("POS") system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring Northampton's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at Northampton will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for Northampton, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of Northampton agents;
- Review and revise Northampton personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for Northampton agents under the supervision of the executive management team and department managers;

- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a Northampton facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a Northampton facility;
- Answering customer questions regarding products including, but not limited to, flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by Northampton;
- Properly setting up product displays pursuant to Northampton policies and procedures;
- Executing and enforcing compliance with Commission regulations and Northampton policies and procedures;
- Understanding sales transactions using POS Software;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Northampton and will include, at a minimum, the following:

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

- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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

Staffing Plan and Business Hours

Hiring and Recruitment

Northampton's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated and whether specific positions need to be created in response to company needs. Northampton's personnel practices will comply with the following, which will apply to all types of employment situations, including, but not limited to, hiring, terminations, promotions, training, wages and benefits:

- State anti-discrimination statutes and Equal Employment Opportunity Commission (EEOC) requirements;
- Northampton's Diversity Plan and Community Initiatives;
- Northampton's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- Workers' Compensation;
- State and Federal Minimum Wage Requirements;
- Non-Disclosure and Non-Complete Agreements; and
- Any other applicable local, state, or federal employment laws, rules, or regulations.

Standards of Conduct

Northampton is committed to maintaining an environment conducive to the health and well-being of customers and employees. It is Northampton's mission to provide a professional workplace free from harassment and discrimination for employees. Northampton will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to Northampton's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at Northampton employees or customers is also condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted to be brought on site by employees, customers, or other parties. Any employee found carrying a weapon on the premises of a Northampton facility will be immediately terminated, and any customer found carrying a weapon on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at Northampton varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Retailer

Monday - Saturday: 9am – 8pm

Sunday: 10am – 6pm

Overview of Personnel Policies and Procedures

Standard Employment Practices

Northampton values the contributions of its management and staff positions. Northampton will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

Northampton's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, workers' compensation, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

Investigations

Northampton will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et seq.

Designated Outside Counsel

Northampton may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at Northampton are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory, reoccurring company-wide meeting on a monthly basis. All personnel will be notified if their attendance is required. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at six-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect an employee's overall performance.

Leave Policies

Northampton leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least two weeks in advance and approved by the employee's department manager. Northampton will determine which holidays will be observed and which departments will not be required to work. Northampton will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

Northampton anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

Northampton's progressive discipline policies and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of Northampton's progressive discipline policies and procedures have been designed consistent with Northampton's organizational values, best practices, and state and federal employment laws.

Northampton reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the employee's performance, conduct and/or attendance issues have on Northampton as an organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue.

The supervisor should discuss with the employee the nature of the problem and/or violation of company policies and procedures. The supervisor is expected to clearly

outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, Northampton recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance, conduct and/or attendance expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the PIP.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of the progressive discipline policies and procedures are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, an employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to an employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedures is a recommendation to terminate employment. Generally, Northampton will try to utilize the progressive steps of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, Northampton reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense, and an employee may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between Northampton and its employees.

Appeal Process

Any employee subject to a disciplinary action will have the opportunity to present information on their own behalf that may challenge information management relied upon in making the decision to issue the disciplinary action. The purpose of this appeal process is to provide insight into extenuating circumstances that may have contributed to the employee's performance, conduct and/or attendance issues, while allowing for an equitable solution.

If an employee does not present information on their own behalf during a step meeting, they will have five business days after the meeting to present such information to the supervisor who conducted the meeting.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

Any employee subject to progressive discipline will be provided with copies of all relevant documentation related to the progressive discipline process, including all PIPs. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or

assignment), reduction in workforce, or termination. When an employee separates from Northampton, the employee's supervisor must contact the Human Resources Manager to schedule an exit interview, which will typically take place on the employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with Northampton. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify their department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of Northampton to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact their supervisor for two (2) consecutive workdays will be considered to have abandoned their job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. Termination

Employees of Northampton are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be held on the employee's last day of work or another day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to, uniforms, cell phones, keys, computers, and identification cards. Failure to return certain items may result in deductions from the employee's final paycheck. All separating employees will be required to sign a Wage Deduction Authorization Agreement, allowing Northampton to deduct the costs of such items from their final paycheck.

Termination of Benefits

An employee separating from Northampton is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, Northampton believes that it is in the best interest of both the organization and Northampton's employees to fairly compensate its workforce for the value of the work provided. It is Northampton's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at Northampton, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by Northampton.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that Northampton is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Northampton will undergo a detailed background investigation prior to being granted access to a Northampton facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Northampton pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), Northampton will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Northampton will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Northampton will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;

- ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, Northampton will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by Northampton along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Northampton or the Commission.

Northampton Enterprises, Inc.

Recordkeeping Procedures

General Overview

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

Recordkeeping

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

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings
- **Business Records**: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Northampton, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Northampton and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - Northampton will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Northampton will use Point-of-Sale ("POS") Software to maintain real-time inventory. The POS Software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records 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.
- Incident Reporting Records

- Within ten (10) calendar days, Northampton will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Northampton for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Northampton will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Northampton agents present during the disposal or handling, with their signatures. Northampton will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - Northampton will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event Northampton closes, all records will be kept for at least two (2) years at Northampton's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Northampton will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to Northampton's operations will be updated on an ongoing basis as needed and undergo a

review by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of Northampton's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be sold, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to Northampton operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Northampton, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Northampton's website.
- Policies and procedures for the handling of cash on Northampton premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy

generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;

- Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

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

Northampton Enterprises, Inc.

MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
 - If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);

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- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.

Northampton Enterprises, Inc.

QUALIFICATIONS AND TRAINING

Northampton will ensure that all employees hired to work at a Northampton facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Northampton's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of Northampton's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. Northampton's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. Northampton's owners, managers, and employees will then successfully complete the program once every year thereafter. Northampton will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help ensure compliance. Northampton's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, Northampton's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;

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2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.

Northampton Enterprises, Inc.

Diversity Plan

Overview

Northampton Enterprises, Inc. (“Northampton”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.¹

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

Goals

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

1. Hiring and maintaining a staff of individuals with diverse backgrounds and encouraging inclusion in the workplace; and
2. Maintaining a staff where no less than 20% of all staff members are comprised of minorities and women.

Programs

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

1. Hiring and Recruitment Program
 - a. Workforce diversity initiatives that include the distribution of quarterly interoffice newsletters to employees to encourage the recruitment of members of diverse populations and the posting of employment opportunities in career center(s) serving diverse populations as positions become available (but not less than annually);
 - b. Placement of advertisements for career opportunities in publications with diverse reader demographics (such as such as El Planeta, El Mundo, World Journal, Rainbow Times, EDGE Boston, Spirit Magazine, or the Bay State Banner) as positions become available (but not less than annually);
 - c. Hosting at least two (2) job fairs per year to recruit qualified minorities, women, veterans, people with disabilities, and individuals who identify as LGBTQ+;
 - d. Hosting at least two (2) educational seminars that can accommodate at least five (5) participants per session regarding industry-specific information for individuals falling into the above-listed demographics; and

¹ As per 935 CMR 500.101(1)(c)(8)(k) as promulgated on 11/1/19 and the Commission’s *Guidance on Required Positive Impact Plans and Diversity Plans* as revised 2/25/19. For purposes of this Diversity Plan, Northampton is interpreting “[p]eople of all gender identities and sexual orientations” to mean people identifying as LGBTQ+.

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- e. Hosting at least two (2) company-sponsored cultural sensitivity trainings per year for all employees.

Measurements

Northampton's Chief Executive Officer ("CEO") will administer the Plan and will be responsible for developing measurable outcomes to ensure Northampton continues to meet its commitments. Such measurable outcomes, in accordance with Northampton's goals and programs described above, include:

1. Maintaining a staff where no less than 20% of all staff members are comprised of minorities or women;
2. Northampton, in order to evaluate the diversity of its staff, specifically with regard to minorities and women, will ask employees to complete a voluntary questionnaire that includes self-identification of whether these individuals fall within these groups;
3. Placing employment ads in publications with diverse readership demographics two (2) or more times per year;
4. Documenting the hosting of at least two (2) job fairs per year to recruit qualified minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations;
5. Documenting the hosting of at least two (2) educational seminars per year regarding industry-specific information for individuals falling into the above-listed demographics; and
6. Documenting the hosting of at least two (2) company-sponsored cultural sensitivity trainings per year and maintaining records of employee attendance.

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

Acknowledgements

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