



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC283790  
Original Issued Date: 02/12/2024  
Issued Date: 02/12/2024  
Expiration Date: 02/12/2025

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Apple Guy Flowers, LLC

Phone Number: 978-549-1095  
Email Address: appleguyflowers@gmail.com

Business Address 1: 400R West Street	Business Address 2:
Business City: Uxbridge	Business State: MA
	Business Zip Code: 01569
Mailing Address 1: 400R West Street	Mailing Address 2:
Mailing City: Uxbridge	Mailing State: MA
	Mailing Zip Code: 01569

### 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: 100	Percentage Of Control: 100
Role: Owner / Partner	Other Role:

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

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY  
No records found

CLOSE ASSOCIATES AND MEMBERS  
No records found

CAPITAL RESOURCES - INDIVIDUALS  
No records found

CAPITAL RESOURCES - ENTITIES  
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES  
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS  
No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 400R West Street	
Establishment Address 2:	
Establishment City: Uxbridge	Establishment Zip Code: 01569
Approximate square footage of the Establishment: 20000	How many abutters does this property have?: 7
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes	
Cultivation Tier:	Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.	Cultivation Environment: Outdoor
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HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	2022-11-28 Apple Guy Flowers LLC - Community Meeting Packet (Final).pdf	pdf	638668f8a0fd020008ca13e8	11/29/2022
Plan to Remain Compliant with Local Zoning	2022-11-29 Apple Guy Flowers LLC - Plan to Remain Compliant w Local Zoning.pdf	pdf	63866abe522535000835b9dd	11/29/2022
Certification of Host Community Agreement	2023-01-04 Apple Guy Flowers LLC - HCA Cert (New Form).pdf	pdf	63b60184a0fd020008f0c63b	01/04/2023

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.: \$
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POSITIVE IMPACT PLAN  
Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Other	2022-12-21 Apple Guy Flowers LLC - Big Hope Letter.pdf	pdf	63a3e280a0fd020008e508ae	12/21/2022
Other	2023-02-09 Apple Guy Flowers LLC - 2022 Big Hope Stats Flier.pdf	pdf	63e51feda8e27500071f87c1	02/09/2023
Plan for Positive Impact	2023-02-09 Apple Guy Flowers LLC - Updated Positive Impact Plan.pdf	pdf	63e56681a8e2750007204daf	02/09/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Lucas

Last Name: Thayer    Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	2022-11-29 Apple Guy Flowers LLC - Restated Cert of Organization.pdf	pdf	63866f82a0fd020008ca338c	11/29/2022
Secretary of Commonwealth - Certificate of Good Standing	2022-09-26 Apple Guy Flowers LLC - Certificate of Good Standing (SOC).jpg	jpeg	63866ffd522535000835d074	11/29/2022
Bylaws	2023-01-04 Apple Guy Flowers LLC - Operating Agreement.pdf	pdf	63b601bea0fd020008f0c6c0	01/04/2023
Department of Revenue - Certificate of Good standing	2023-01-23 Apple Guy Flowers LLC - Cert of Good Standing (DOR).pdf	pdf	63cf017ba6f09f00085ca36a	01/23/2023
DUA attestation if no employees	2023-01-23 Apple Guy Flowers LLC - Cert of Good Standing (DUA Attestation).pdf	pdf	63cf021fa8e27500070c4206	01/23/2023

No documents uploaded

Massachusetts Business Identification Number: 001330659

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Proposed Timeline	2022-11-29 Apple Guy Flowers LLC - Proposed Timeline.pdf	pdf	6386721b522535000835dafb	11/29/2022
Business Plan	2023-01-04 Apple Guy Flowers LLC - Updated Business Plan.pdf	pdf	63b60224a0fd020008f0c717	01/04/2023
Plan for Liability Insurance	2023-01-23 Apple Guy Flowers LLC - Letter of Insurance Intent (Budrisk).pdf	pdf	63cf02c2a6f09f00085ca503	01/23/2023

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	2022-11-29 Apple Guy Flowers LLC - Procedures for Cultivation.pdf	pdf	638675f2a0fd020008ca4abe	11/29/2022
Transportation of marijuana	2022-11-29 Apple Guy Flowers LLC - Transportation of Marijuana.pdf	pdf	63867610522535000835e841	11/29/2022
Prevention of diversion	2022-11-29 Apple Guy Flowers LLC - Prevention of Diversion.pdf	pdf	63867611a0fd020008ca4b74	11/29/2022
Restricting Access to age 21 and older	2022-11-29 Apple Guy Flowers LLC - Restricting Access to 21 or Older.pdf	pdf	63867614522535000835e88b	11/29/2022
Security plan	2022-11-29 Apple Guy Flowers LLC - Security Plan.pdf	pdf	63867616a0fd020008ca4baf	11/29/2022
Storage of marijuana	2022-11-29 Apple Guy Flowers LLC - Storage of Marijuana.pdf	pdf	63867618522535000835e8c3	11/29/2022
Quality control and testing	2022-11-29 Apple Guy Flowers LLC - Quality Control and Testing.pdf	pdf	6386763f522535000835e98b	11/29/2022
Record Keeping procedures	2022-11-29 Apple Guy Flowers LLC - Recordkeeping Procedures.pdf	pdf	63867640522535000835e99f	11/29/2022
Inventory procedures	2022-11-29 Apple Guy Flowers LLC - Inventory Procedures.pdf	pdf	63867641a0fd020008ca4c78	11/29/2022
Maintaining of financial records	2022-11-29 Apple Guy Flowers LLC - Maintaining of Financial Records.pdf	pdf	63867641a0fd020008ca4c8c	11/29/2022
Personnel policies including background checks	2022-11-29 Apple Guy Flowers LLC - Personnel Policies.pdf	pdf	63867643522535000835e9b3	11/29/2022
Energy Compliance Plan	2022-11-29 Apple Guy Flowers LLC - Energy Compliance Plan.pdf	pdf	6386765a522535000835ea1c	11/29/2022
Qualifications and training	2022-11-29 Apple Guy Flowers LLC - Qualifications and Training.pdf	pdf	6386765b522535000835ea30	11/29/2022
Diversity plan	2022-11-29 Apple Guy Flowers LLC - Diversity Plan.pdf	pdf	6386765ba0fd020008ca4d2f	11/29/2022

## ATTESTATIONS

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



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

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

I Agree

Notification:

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

I 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:

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

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

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

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 8/23/22
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication: 8/9/22

b. Name of publication: Worcester  
Telegram &

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

a. Date notice filed: 8/16/22

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

a. Date notice(s) mailed: 8/16/22

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



Name of applicant:

Apple Guy Flowers LLC

Name of applicant's authorized representative:

Lucas Thayer

Signature of applicant's authorized representative:

*Thayer, Lucas*



**Virtual Community Outreach Meeting Documentation**

This Community Outreach Meeting was hosted virtually with the permission of the local Town Administrator which is attached to this attestation.

The meeting had 3 total attendees. Members of the public were permitted to ask questions in advance of the meeting utilizing a Google Form link included in all meeting notices.

The meeting was recorded and can be viewed at the link below:

<https://www.youtube.com/watch?v=zPz-NGxwNa8>



Quinn Heath <quinn@mensinggroup.com>

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**Seeking Town Permission to Host Two Abutters Meetings Virtually**

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Steven Sette <ssette@uxbridge-ma.gov>

Tue, Aug 2, 2022 at 10:01 AM

To: Quinn Heath <quinn@mensinggroup.com>

Cc: Ellen Welch <EWelch@uxbridge-ma.gov>, Alexandra Clauss <aclauss@uxbridge-ma.gov>, Kelly Cote <KCote@uxbridge-ma.gov>

Good Morning Quinn,

Yes you can conduct your informational hearings as requested. I know that Blake has done them previously so you know what is required.

Sincerely,

Steve Sette

Town Manager-Uxbridge

[Quoted text hidden]

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

# LOCALiQ

## NEW ENGLAND

ATTACHMENT A

PO Box 631210 Cincinnati, OH 45263-1210

### PROOF OF PUBLICATION

Quinn Heath  
The Mensing Group LLC  
1865 WASHINGTON STREET  
HOLLISTON MA 01746

STATE OF MASSACHUSETTS, COUNTY OF WORCESTER

The Telegram & Gazette, a newspaper distributed in the county of Worcester, published in the City of Worcester, County of Worcester, State of Massachusetts printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/09/2022

and that the fees charged are legal.  
Sworn to and subscribed before on 08/09/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$63.72

Order No: 7613228

Customer No: 705477

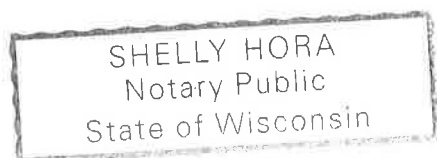
PO #:

# of Copies:

1

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*



### LEGAL NOTICE

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for August 23, 2022 at 6:00p.m. In light of COVID-19, it will be held via Zoom Meeting. Join the meeting at <https://us06web.zoom.us/j/89092477991> or by calling (929) 205-6099 and entering Meeting ID 890 9247 7991. The proposed Adult-Use Marijuana. Marijuana Cultivator is anticipated to be located at 400R West Street, Uxbridge, MA 01569.

There will be an opportunity for the public to ask questions.

Use link <https://forms.gle/PpoGJagERdbbT8NXA> to submit questions in advance.

8/9/2022



August 16, 2022

To Whom It May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for August 23, 2022 at 6 p.m. In light of COVID-19, it will be held via Zoom Meeting at:

**Link:** <https://us06web.zoom.us/j/89092477991>

**Dial-in #:** (929) 205-6099

**Meeting ID:** 890 9247 7991

The proposed Adult-Use Marijuana Cultivator is anticipated to be located at 400R West Street, Uxbridge, MA 01569. There will be an opportunity for the public to ask questions and questions can be submitted in advance at the following link: <https://forms.gle/PpoGJagERdbbT8NXA>

Sincerely, on behalf of Apple Guy Flowers, LLC,



Blake M. Mensing  
Founder & Chief Counsel  
The Mensing Group LLC  
100 State Street, 9th Floor  
Boston, MA 02109  
Direct: (617) 333-8725  
Email: [Blake@MensingGroup.com](mailto:Blake@MensingGroup.com)





August 16, 2022

To Whom It May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for August 23, 2022 at 6 p.m. In light of COVID-19, it will be held via Zoom Meeting at:

**Link:** <https://us06web.zoom.us/j/89092477991>

**Dial-in #:** (929) 205-6099

**Meeting ID:** 890 9247 7991

The proposed Adult-Use Marijuana Cultivator is anticipated to be located at 400R West Street, Uxbridge, MA 01569. There will be an opportunity for the public to ask questions and questions can be submitted in advance at the following link: <https://forms.gle/PpoGJagERdbbT8NXA>

Sincerely, on behalf of Apple Guy Flowers, LLC,



Blake M. Mensing  
Founder & Chief Counsel  
The Mensing Group LLC  
100 State Street, 9th Floor  
Boston, MA 02109  
Direct: (617) 333-8725  
Email: [Blake@MensingGroup.com](mailto:Blake@MensingGroup.com)



# Abutters List Report

Uxbridge, MA  
August 16, 2022

## Subject Property:

Parcel Number: 33\_213  
CAMA Number: 33\_213\_  
Property Address: 400 WEST ST

Mailing Address: PRO STORAGE GROUP INC  
574 BLACKSTONE ST  
UXBRIDGE, MA 01569

## Abutters:

Parcel Number: 28\_2595  
CAMA Number: 28\_2595\_  
Property Address: 630 DOUGLAS ST

Mailing Address:



Parcel Number: 28\_4152  
CAMA Number: 28\_4152\_  
Property Address: 374 WEST ST

Mailing Address:



Parcel Number: 33\_123  
CAMA Number: 33\_123\_  
Property Address: 394 WEST ST

Mailing Address:



Parcel Number: 33\_168  
CAMA Number: 33\_168\_  
Property Address: 420 WEST ST

Mailing Address:



Parcel Number: 33\_198  
CAMA Number: 33\_198\_  
Property Address: 400 WEST ST

Mailing Address:



Parcel Number: 33\_273  
CAMA Number: 33\_273\_  
Property Address: 645 HIGH ST

Mailing Address:



Parcel Number: 33\_274  
CAMA Number: 33\_274\_  
Property Address: 635 HIGH ST

Mailing Address:



Parcel Number: 33\_342  
CAMA Number: 33\_342\_  
Property Address: 600 HIGH ST

Mailing Address:



www.cai-tech.com

8/16/2022

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Page 1 of 1

Apple Guy Flowers LLC  
400R West Street, Uxbridge, MA 01569, Worcester County  
Outdoor Cultivation

**Plan to Remain Compliant with Local Zoning**

Apple Guy Flowers LLC (the Applicant) is seeking a marijuana cultivation (outdoor) establishment at 400R West Street in the Town of Uxbridge. The site is located within the Town's Industrial B (IB) district. The use is allowed by right, by building permit, in this zone.

The Applicant is committed to remain compliant with all applicable zoning bylaws of the TOWN of Uxbridge, MA, including but not limited to Chapter 400, ZONING BYLAWS, §400-23. Pursuant to §400-23(C)(1), Applicant has obtained a Host Community Agreement (HCA) to operate at this location. This location does not violate any distance buffers set by local law. Except during authorized transport in compliant transportation vehicles, all marijuana products shall be held in a secure indoor facility, in compliance with §400-23(C)(4). Marijuana shall not be disseminated, offered to be disseminated, or advertised to persons under 21 years of age, in compliance with §400-23(C)(5).

Applicant shall maintain its compliance with local codes, ordinances and bylaws by promptly responding to any notices by the municipality and Applicant shall undertake a permitting review at the time of renewal or extension of its HCA to ensure continued compliance. Otherwise, given the as-of-right status conferred upon Applicant under the existing laws, Applicant shall be considered a preexisting use in the event any new/amended municipal laws are promulgated, but any alterations or expansions of the Applicant's site, structure or use shall be subject to any such new/amended laws.

The time frame for obtaining permits for this marijuana establishment is as follows: A building permit with professional engineering stamped/signed plans will be submitted for application for building permit and the building dept. has 30 days to issue upon confirmation that submitted construction filings/plans comply with building code. After construction, a certificate of use/occupancy will be required prior to commencing operations, which typically takes 15 to 30 days to obtain.

END OF COMPLIANCE PLAN

# Host Community Agreement Certification Form

## Instructions

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

## Certification

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

1. Name of applicant:

Lucas Thayer

2. Name of applicant’s authorized representative:

Apple Guy Flowers LLC

3. Signature of applicant’s authorized representative:

\*See attached.

4. Name of municipality:

Town of Uxbridge

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

Steven A. Sette



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

\*See attached.

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

ssette@uxbridge-ma.gov

8. Host community agreement execution date:

8/29/22







## 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).

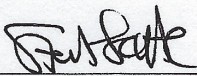
### Applicant

I, Lucas Thayer, (*insert name*) certify as an authorized representative of Apple Guy Flowers LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Uxbridge (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 8/29/2022 (*insert date*).

  
\_\_\_\_\_  
Signature of Authorized Representative of Applicant

### Host Community

I, STEVEN A. SETTE, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Uxbridge (*insert name of host community*) to certify that the applicant and Town of Uxbridge (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 8/29/2022 (*insert date*).

  
\_\_\_\_\_  
Signature of Contracting Authority or  
Authorized Representative of Host Community

## Apple Guy Flowers LLC

### **POSITIVE IMPACT PLAN**

*Governed by: M.G.L. ch. 94G, §4 and 935 CMR 500.101(1)(a)(11)*

Apple Guy Flowers LLC (“Apple Guy Flowers” or “the Company”) is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition. This Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy.

The Cannabis Control Commission has identified the following Groups as those that should be targeted and supported:

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

To support such populations, Apple Guy Flowers has created a Positive Impact Plan, summarized below, and has identified numerous goals and priorities.

### **GOAL**

Provide monetary support in the amount of \$2,500 per year to Big Hope Project Inc., an organization as more particularly described below.

### **PROGRAM**

Give an annual donation as described above to support Big Hope Project, Inc. The Big Hope Project, Inc. is an organization that works directly with many individuals who are members of ADIs in order to provide them with access to information and services relating specifically to Massachusetts criminal record sealing. The Big Hope Project, Inc. is able to provide an annual report to the donor summarizing the use of the funds, as well as a summary of whether the individuals participating in the programs supported by this donation are from an area of disproportionate impact as defined by the Commission.

The donation will be used by the Big Hope Project, Inc. to help individuals from groups disproportionately impacted by the War on Drugs as that phrase is defined by the Commission. In particular, funds will be used to support individuals who have past drug convictions, their spouses and families, or individuals from a geographic ADI to obtain access

## Apple Guy Flowers LLC

to record sealing services. Access to the state mechanisms for sealing criminal records are a critical service in assisting those wronged by the War on Drugs. The attached letter from Big Hope Project, Inc. describes in greater detail how the donation will support individuals from areas of disproportionate impact.

This donation is intended to support members of all geographic areas of disproportionate impact, with a current geographic focus on the defined census tract groups of Boston (*specifically the census tract groups with ID numbers 10103, 10104, 10300, 10404, 10405, 60700, 61000, 61101, 70200, 71201, 80300, 6110, 80401, 80500, 80601, 80801, 81500, 81700, 81800, 81900, 82000, 82100, 90100, 90200, 90300, 90400, 90600, 91200, 91400, 91700, 91800, 91900, 92000, 92300, 92400, 100100, 100200, 100601, 101001, 101101, 101102, 110201, 120500, 980101, 980300, 981100, 981700, and 981800*), the defined census tract groups of Springfield (*specifically the census tract groups defined to be Areas of Disproportionate Impact with six digit Census tract ID numbers 800102, 800500, 800600, 800700, 800800, 800900, 801101, 801401, 801800, 801902, 802000, 802200, 802300*), the city of Taunton, and the city of Quincy as demonstrated in the attached publicly accessible 2022 impact report from the Big Hope Project.

### **Measurement and Accountability**

At the end of each year, Apple Guy Flowers will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the Company has given to the program outlined above. Apple Guy Flowers will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts. The Big Hope Project, Inc. will be able to produce documentation that the individuals participating in their programs have had past drug convictions and are from an area of disproportionate impact.

### **Disclosures**

Apple Guy Flowers acknowledges and is aware, and 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 Apple Guy Flowers, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Apple Guy Flowers expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).





**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

**Restated Certificate of Organization**

(General Laws, Chapter )

**Identification Number:** 001330659

**The date of filing of the original certificate of organization:** 6/4/2018

**1. The exact name of the limited liability company is:** APPLE GUY FLOWERS, LLC  
**and if changed, the name under which it was originally organized:**

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

No. and Street: 92 SOUTH SHAKER ROAD  
 City or Town: HARVARD State: MA Zip: 01451 Country: USA

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

No. and Street: 92 SOUTH SHAKER ROAD  
 City or Town: HARVARD State: MA Zip: 01451 Country: USA

**3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:**  
APPLYING FOR CULTIVATION LICENSES WITH THE CANNABIS CONTROL COMMISSION.

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

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

Name: MICHAEL MALONEY  
 No. and Street: 71 LEGION PKWY  
SUITE 25  
 City or Town: BROCKTON State: MA Zip: 02301 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	LUCAS THAYER	92 SOUTH SHAKER ROAD HARVARD, MA 01451 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	LUCAS THAYER	92 SOUTH SHAKER ROAD HARVARD, MA 01451 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	LUCAS THAYER	92 SOUTH SHAKER ROAD HARVARD, MA 01451 USA

**9. Additional matters:**

LUCAS THAYER IS TAKING OVER FULL OWNERSHIP AND CONTROL OF THIS LIMITED LIABILITY COMPANY FROM HIS AUNT, ALICE THAYER AND THE AMENDMENT REFLECTS THE INTENT OF THE PARTIES.

**10. Describe any amendments to be effected by the restated certificate, and if none, include a statement to that affect:**

LINE 3 CHANGE: APPLYING FOR CULTIVATION LICENSES WITH THE CANNABIS CONTROL COMMISSION, NOT FARMING LINE 5 CHANGE: REGISTERED AGENT LINE 6 CHANGE: LUCAS THAYER AS MANAGER LINE 7 CHANGE: REMOVE ALICE THAYER AS SOC SIGNATORY, ADD LUCAS THAYER LINE 8 CHANGE: ADD LUCAS THAYER

**11. The restated certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of September, 2020,**  
LUCAS THAYER , Signature of Applicant.

THE COMMONWEALTH OF MASSACHUSETTS

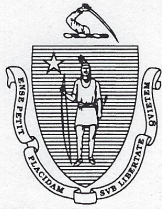
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

September 11, 2020 12:46 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



William Francis Galvin  
Secretary of the  
Commonwealth

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

September 21, 2022

TO WHOM IT MAY CONCERN:

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

**APPLE GUY FLOWERS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 4, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **LUCAS THAYER**

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Processed By:BOD

**OPERATING AGREEMENT**  
**OF**  
**APPLE GUY FLOWERS LLC**

This Operating Agreement (the "**Agreement**") of Apple Guy Flowers LLC (the "**Company**"), effective as of December 22, 2022 is entered into by Lucas Thayer, as the single member of the Company (the "**Member**").

**WHEREAS**, the Company was formed as a limited liability company by filing a certificate of organization (the "**Certificate of Organization**") with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Company Act, as amended from time to time (the "**MLLCA**"); and

**WHEREAS**, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

**NOW, THEREFORE**, the Member agrees as follows:

1. **Name.** The name of the Company is Apple Guy Flowers LLC.
2. **General Character.** The general character of the business of the Company is to secure a license from the Massachusetts Cannabis Control Commission, conduct all lawful business pursuant to the laws of the Commonwealth of Massachusetts, and to engage in any activities directly or indirectly related or incidental thereto.
3. **Powers.** The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.
4. **Records Address.** The address of the office in the Commonwealth of Massachusetts at which the Company will maintain its records as required by the MLLCA shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this address by making the appropriate filing with the Secretary of the Commonwealth.
5. **Resident Agent.** The name and street address of the Company's resident agent in the Commonwealth of Massachusetts shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this information by making the appropriate filing with the Secretary of the Commonwealth.
6. **Members.**
  - a. Initial Member. The Member owns 100% of the limited liability company interests of the Company. The name and the business, residence, or mailing address of the Member is as follows:



Lucas Thayer, 92 S Shaker Rd, Harvard, MA 01451

b. Additional Members. One or more additional members may be admitted to the Company with the written consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new operating agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

c. No Certificates for Limited Liability Company Interests. The Company will not issue any certificates to evidence ownership of limited liability company interests.

## **7. Management.**

a. Authority; Powers and Duties of the Member. The Company shall be member-managed. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

b. Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "**Officer**"). Any such Officer shall act pursuant to authority delegated to such Officer until that Officer is removed by the Member. Any action, including any debt contracted or liability incurred by or on behalf of the Company, taken by the Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer as set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

## **8. Liability of Member; Indemnification.**

a. Liability of Member. Except as otherwise required in the MLLCA, the debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation, or liability of the Company solely by reason of being or acting as a member of the Company.

b. Indemnification. To the fullest extent permitted under the MLLCA, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim, or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 8(b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

9. **Term.** The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 13.

10. **Capital Contributions.** The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, express or implied, to make any such contribution or loan to the Company.

**11. Tax Status; Income and Deductions.**

a. Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

b. Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

12. **Distributions.** Distributions shall be made to the Member at the times and in the amounts determined by the Member.

**13. Dissolution and Liquidation.**

a. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (i) the written consent of the Member; (ii) the entry of a decree of judicial dissolution; or (iii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.

b. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

d. Upon the completion of the winding up of the Company, the Member shall file a certificate of cancellation in accordance with the MLLCA.

#### **14. Miscellaneous.**

a. Amendments. Amendments to this Agreement may be made only with the written consent of the Member.

b. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and, without limitation thereof, the MLLCA, without giving effect to principles of conflicts of law.

c. Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable in any jurisdiction, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

d. No Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

*[signatures follow]*



**IN WITNESS WHEREOF**, the undersigned have executed this Agreement to be effective as of the date first written above.

**MEMBER:**

*Thayer, Lucas*

---

By: Lucas Thayer

**COMPANY:**

Apple Guy Flowers LLC, a Massachusetts limited liability company

*Thayer, Lucas*

By: \_\_\_\_\_

Lucas Thayer, its Sole Member and Sole Owner





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

mass.gov/dor

Letter ID: L0764832288  
Notice Date: January 10, 2023  
Case ID: 0-001-836-163



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



APPLE GUY FLOWERS, LLC  
400R WEST ST  
UXBRIDGE MA 01569-2088

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



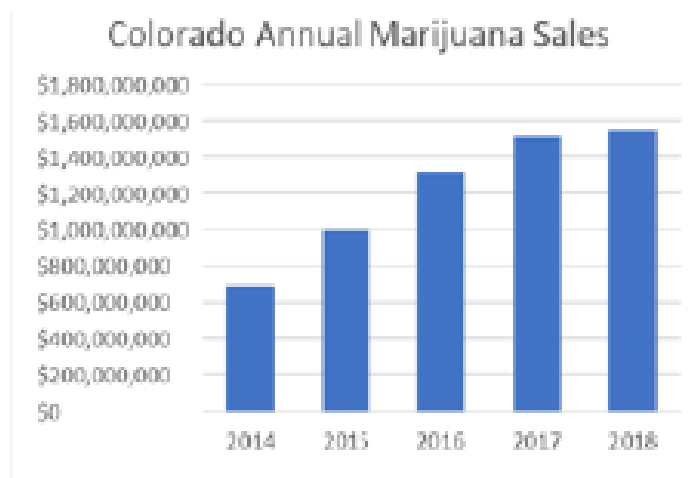
Massachusetts' adult-use market potential stands at \$1.8 to \$2.0 billion, based on the analysis of the Massachusetts market relative to Colorado, which is generally accepted as the most established, regulated adult-use market in the United States.

## Apple Guy Flowers LLC

Colorado sales per resident were \$269 in 2017 and grew slightly to \$272 in 2018, indicating the signs of a maturing market.

Projecting that per capita number onto Massachusetts' 6.9 million population yields a \$1.875B market. Furthermore, considering Massachusetts' 8.45% higher income, the state's market potential exceeds \$2.0 billion.

### *Massachusetts Sales Projections*



The chart above shows the progression of cannabis sales in Colorado. As you can see, Colorado reached a plateau within four years. And we anticipate Massachusetts will follow a similar trajectory. Thus, sales will likely plateau in 2023.

### **III. APPLE GUYS TEAM**

Apple Guy Flowers LLC is owned and operated by me, Lucas Thayer. I've lived in Massachusetts for a total of 25 years. For the past 7 I have been building a farm business in Harvard, MA on a piece of land owned and farmed by my family for 4 generations. I've grown fruits and vegetables and sold them at local farmers markets, the town's General Store, and countless outdoor and indoor music festivals and craft fairs. The COVID 19 Pandemic changed the way I conducted business, and shifted to a model of home delivery of my fresh produce I grow and that of my neighboring farmers.

Now that events have resumed and the worst of the pandemic is behind us, I have continued to work my farmers markets and music festivals with fresh produce. If licensed, I plan to carry on the business of farming, with the help of the added resources gained by cultivating cannabis as well.

## Apple Guy Flowers LLC

During the early days of the Cannabis Control Commission's efforts to seek input from the public on how the Cannabis Industry's regulations should be crafted, I brought a case of apples to every meeting to give away to anyone who wanted one. I did this as a symbolic gesture to ask the Commission to regulate cannabis like apples.

### **IV. APPLE GUYS VISION**

Apple Guy Flowers is renting a 20,000 square foot plot of land in Uxbridge, 400R West Street, and will be seeking a Tier 2 Outdoor cultivation license for that land. If licensed, Apple Guy Flowers plans to construct a fence around the property and the required security measures such as cameras and locking gates, etc. in order to support operations of (10) 100-foot rows of canopy space, ten feet wide, or 10,000 square feet of total canopy space. Apple Guy Flowers plans to have 10-foot drive paths in between each row, and between the outer rows and the fenceline. Apple Guy Flowers plans to source logs for construction from a local tree maintenance company and lay them in parallel lines along the rows.

Apple Guy Flowers plans to obtain soil from Coast of Main and supplement with locally sourced manure from chickens, goats, sheep, or alpaca. Apple Guy Flowers has access to a tractor which will be utilized to mix soil products together. Apple Guy anticipates lower yields through the first year due to the fresh status of the soil. This will be mitigated in following years.

Two or three employees will be hired for log distribution, soil amending, and planting, as well as setting up the irrigation. Irrigation will be pumped to the rows by electric pumps hooked to above ground water storage tanks. Water storage tanks will be filled by a pool water company, with no shock treatment to the water. The water will be bubbled with an aquarium pump to maintain aerobic bacteria and prevent anaerobic bacteria. As the plants get bigger, the staff will perform necessary pruning work and any necessary plant maintenance.

During the flower cycle, pruning will be more critical, and staff size will increase to four or five employees. Later in flower cycle, it will be critical for our team to thoroughly check for any mold or mildew issues, as well as pest issues. During harvest time Apple Guy Flowers anticipates a maximum staff size of five.

There will be a 40-foot shipping container on site, used to dry the plant material around October. Trellis racks inside the container, dehumidifiers, and fans to dry the material at an appropriate pace will be utilized. Great care will be taken by Apple Guy Flowers staff to make sure the material doesn't get too dry.

When the material is dry enough, employees will cut individual buds from the branches, and during that time work to remove any unwanted large leaves or stems still remaining on the buds.

## Apple Guy Flowers LLC

Small (sugar) leaves will stay on the buds. A buyer will purchase the plant material in untrimmed bud form and process further for retail sale, which will be this operation's primary source of revenue.

If the material fails testing standards for microbials, the buyer will use processing with remediation to remove microbial contaminants such that the output material (oil, distillate, etc) passes testing standards.



85 B East Central St, Suite A, Natick MA 01760  
617-500-1824 [www.budrisk.com](http://www.budrisk.com)

Cannabis Control Commission  
Union Station,  
2 Washington Square,  
Worcester, MA 01604

RE: APPLE GUY FLOWERS, LLC (Cultivation License)

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. APPLE GUY FLOWERS, LLC has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to APPLE GUY FLOWERS, LLC as soon as a bindable proposal is available.

Quadscore Insurance Services  
Cannasure Insurance Services, Inc.  
Next Wave Insurance Services LLC  
Canopius US Insurance Company  
United Specialty Insurance Company

Best Regards,

DocuSigned by:

A handwritten signature in black ink that reads "James Boynton".

*James Boynton*

F5081B2D6DCB4CB...

James Boynton

Managing Broker

MA Insurance License #1842496

[jim@budrisk.com](mailto:jim@budrisk.com)

**RESTRICTING ACCESS TO AGE 21 OR OLDER**

Apple Guy Flowers LLC (“Apple Guy Flowers” or “the Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(p)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
  - a. A motor vehicle license;
  - c. A government-issued identification card;
  - d. A government-issued passport; and
  - e. A United States-issued military identification card.



## **QUALITY CONTROL AND TESTING**

Pursuant to 935 CMR 500.160, Apple Guy Flowers LLC (“Apple Guy Flowers” or “the Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides. Apple Guy Flowers shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Apple Guy Flowers for at least one year in accordance with 935 CMR 500.160 (5). All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Apple Guy Flowers by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Apple Guy Flowers shall never sell or market adult-use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Apple Guy Flowers’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All Apple Guy Flowers staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Apple Guy Flowers will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

Apple Guy Flowers’s Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All Apple Guy Flowers staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

Pursuant to 935 CMR 500.120(14), Apple Guy Flowers will provide a quality control sample of marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to consumers. Such quality control samples will not be consumed by Apple Guy Flowers staff on the premises, be sold to another licensee or consumer, and will be tested in accordance with 935 CMR 500.160. All quality control samples provided to Apple Guy Flowers staff will be assigned a sequential alphanumeric identifier and entered into

## Apple Guy Flowers LLC

the Seed-to-Sale SOR in a manner determined by the Commission, and will be designated as a “Quality Control Sample.” All quality control samples will have a label affixed to them in accordance with 935 CMR 500.120(14)(e). Upon providing a quality control sample to Apple Guy Flowers staff, Apple Guy Flowers will record the reduction in quantity of the total weight or item under the alphanumeric sequence associated with the quality control sample, the date and time the sample was given to the employee, the agent registration number of the employee receiving the sample, and the name of the employee.

All Apple Guy Flowers staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3)(b)(2). All phases of cultivation, processing, and packaging of marijuana will take place in a limited access area of Apple Guy Flowers.

Pursuant to 935 CMR 500.105(3) Apple Guy Flowers will handle and process in a safe and sanitary manner. Apple Guy Flowers will process the leaves and flowers of the female marijuana plant only, which will be:

1. Well cured and generally free of seeds and stems;
2. Free of dirt, sand, debris, and other foreign matter;
3. Free of contamination by mold, rot, other fungus, and bacterial diseases;
4. Prepared and handled on food-grade stainless steel tables; and
5. Packaged in a secure area.

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;

All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products, as established in 935 CMR 500.105(3).

As established in 935 CMR 500.105(3), Apple Guy Flowers will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.

Apple Guy Flowers management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered

## Apple Guy Flowers LLC

marijuana waste and will follow Apple Guy Flowers procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

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

Pursuant to 935 CMR 500.105(11)(a)-(e), Apple Guy Flowers shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Apple Guy Flowers will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Apple Guy Flowers storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The Apple Guy Flowers storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by Apple Guy Flowers for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(11), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

Apple Guy Flowers will notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary, in accordance with 935 CMR 500.160(2).

## **RECORDKEEPING PROCEDURES**

Apple Guy Flowers LLC (“Apple Guy Flowers” or the “Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). Apple Guy Flowers shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory and transfer records as required by 935 CMR 500.105(8) and seed-to-sale SOR Electronic tracking system records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, including at a minimum the following: code of ethics; and whistle-blower policy, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Apple Guy Flowers, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12). Furthermore, Apple Guy Flowers shall keep these waste records for at least three years, in accordance with 935 CMR 500.105(12).

## **VISITOR LOG**

Apple Guy Flowers will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

## **REAL-TIME INVENTORY RECORDS**

Apple Guy Flowers will maintain real-time inventory records, including at minimum, an inventory of all marijuana plants, marijuana seeds, and clones in any phase of development, marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8)(c) and (d). Real-time inventory records may be accessed via METRC, the Commonwealth’s seed-to-sale tracking software of record. Apple Guy Flowers will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

## **MANIFESTS**

## Apple Guy Flowers LLC

Apple Guy Flowers will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(13)(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's ("LME") name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; the name of the LME agent at the destination LME who re-weighted and re-inventoried products, and the vehicle make, model, and license plate number. Apple Guy Flowers will maintain records of all manifests.

### INCIDENT REPORTS

Apple Guy Flowers will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(9). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Apple Guy Flowers shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. Apple Guy Flowers shall maintain all documentation relating to an incident for not 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.

### TRANSPORTATION LOGS

In the event that Apple Guy Flowers operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.105(13). Apple Guy Flowers shall retain all transportation logs for no less than a year and

## Apple Guy Flowers LLC

make them available to the Commission upon request.

### SECURITY AUDITS

Apple Guy Flowers will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(10). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to Apple Guy Flowers's security system, Apple Guy Flowers will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

### CONFIDENTIAL RECORDS

Apple Guy Flowers will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(l). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Apple Guy Flowers's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

Pursuant to 935 CMR 500.105(9)(d), the following personnel records shall be maintained:

1. Job description for each agent;
2. A personnel record for each agent;
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

In accordance with 935 CMR 500.105(9)(e), the following business records shall be maintained:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts;
4. Sales records; and
5. Salary and wages paid to each employee.

## **MAINTAINING OF FINANCIAL RECORDS**

Apple Guy Flowers LLC (“Apple Guy Flowers” or the “Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, or stipends paid to each board member, executive compensation, bonus, benefit, or item of value paid to any any persons having direct or indirect control over the marijuana establishment.

Furthermore, Apple Guy Flowers will implement the following policies for Recording Sales:

- (a) Apple Guy Flowers will utilize a point-of-sale system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) Apple Guy Flowers may also utilize a sales recording module approved by the DOR.
- (c) Apple Guy Flowers will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Apple Guy Flowers will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Apple Guy Flowers will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Apple Guy Flowers determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - i. it will immediately disclose the information to the Commission;
  - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
  - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) Apple Guy Flowers will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Apple Guy Flowers will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Apple Guy Flowers will allow the Commission and the DOR to audit and examine the point-of-sale system used by a cultivator in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.120.

Following the closure of Apple Guy Flowers, all records will be kept for at least two years, at Apple Guy Flowers’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Apple Guy Flowers shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.120(12).



Apple Guy Flowers LLC

**PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS**

Apple Guy Flowers LLC (“Apple Guy Flowers” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Apple Guy Flowers shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(3)(a), Apple Guy Flowers is providing these personnel policies, including background check policies, for its Marijuana Establishment.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that Apple Guy Flowers determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Apple Guy Flowers strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Apple Guy Flowers has and follows a set of detailed written operating procedures for each location. Apple Guy Flowers has developed and will follow a set of such operating procedures for each facility. Apple Guy Flowers’s operating procedures shall include, but are not necessarily limited to the following:

- (a) Security measures in compliance with 935 CMR 500.110;
- (b) Employee security policies, including personal safety and crime prevention techniques;
- (c) A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- (d) Storage and waste disposal of marijuana in compliance with 935 CMR 500.105(11);
- (e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
- (f) Procedures to ensure accurate recordkeeping, including inventory protocols for transfer and inventory in compliance with 935 CMR 500.105(8) and (9);
- (g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- (h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (j) Alcohol, smoke, and drug-free workplace policies;

Apple Guy Flowers LLC

- (k) A plan describing how confidential information will be maintained;
- (l) A policy for the immediate dismissal of any marijuana establishment agent who has:
  - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - 2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - 3. 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 any other jurisdiction.
- (m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee shall be made available upon request by any individual. 935 CMR 500.105(1) (n) Requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- (o) Policies and procedures for the handling of cash on Marijuana Establishment premises including, but not limited to, storage, collection frequency, and transport to financial institution(s), to be available upon inspection.
- (p) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- (q) Policies and procedures for energy efficiency and conservation that shall include:
  - 1. 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;
  - 2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - 3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - 4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2)(b), all of Apple Guy Flowers's current agents, managers and employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor." Once a marijuana establishment is designated a Responsible Vendor, all of Apple Guy Flowers's Agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire. This program shall then be completed at a minimum of eight hours by Apple Guy Flowers's agents annually, with the exception for agents classified as Administrative Employees may participate in the Responsible Vendor Training Program on a voluntary basis. Apple Guy Flowers shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g). Responsible vendor training shall include: marijuana's effect on the human body; diversion prevention; compliance with all tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID; and key state and local laws affecting marijuana establishment agents..

## Apple Guy Flowers LLC

All employees of Apple Guy Flowers will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Apple Guy Flowers and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105(9), General Operational Requirements for Marijuana Establishments, Recordkeeping, Apple Guy Flowers's personnel records will be available for inspection by the Commission, upon request. Apple Guy Flowers's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following Apple Guy Flowers personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of Apple Guy Flowers's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Apple Guy Flowers and shall include, at a minimum, the following:
  - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. documentation of verification of references;
  - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. documentation of periodic performance evaluations;
  - f. a record of any disciplinary action taken; and
  - g. notice of completed Responsible Vendor Training Program and in-house training for Apple Guy Flowers agents required under 935 CMR 500.105(2).
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures, including at a minimum, the following:
  - a. Code of Ethics;
  - b. Whistle-blower policy and
5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. Apple Guy Flowers understands that in the event that Apple Guy Flowers were to close, all records will be kept for at least two years at the expense of Apple Guy Flowers and in a form and location acceptable to the Commission.

Apple Guy Flowers LLC

## **ENERGY COMPLIANCE PLAN**

Apple Guy Flowers LLC (“Apple Guy Flowers” or the “Company”) will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, Apple Guy Flowers will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation.
- Installing ‘smart’ thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks.
- Coordinating with the HVAC contractor to identify any energy saving opportunities.
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters.
- Installing Photovoltaic panels
- Increase daylight into work areas
- Minimize night work
- Source raw materials only from suppliers that also implement energy saving measures
- Install bike racks to encourage bike use by employees
- Sustainable packaging of products
- Recycling

In the future, any replacements or upgrades of heating/cooling, lighting, and plumbing will include energy efficiency as part of its criteria for evaluation.

Apple Guy Flowers will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

Apple Guy Flowers acknowledges that if a Provisional License is issued, Apple Guy Flowers, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

Apple Guy Flowers will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). Apple Guy Flowers will engage in

## Apple Guy Flowers LLC

either a Mass Save audit or coordinate with our local municipal electric company to conduct an audit, which will be included in the summary.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for Apple Guy Flowers to optimize its energy usage.

Apple Guy Flowers is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs.

Apple Guy Flowers will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

Apple Guy Flowers will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.



## **QUALIFICATIONS AND TRAINING**

Apple Guy Flowers LLC (“Apple Guy Flowers” or the “Company” ) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete the minimum training requirements prior to performing job functions. Marijuana establishment agents will receive a total of eight hours of training that will be tailored to the role and responsibilities of the designated job function at Apple Guy Flowers. Marijuana establishment agents will be trained for one week before acting as an agent. At a minimum, marijuana establishment agents shall receive a total of eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Apple Guy Flowers. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b)(1), all current marijuana establishment agents of Apple Guy Flowers involved in the handling and sale of marijuana at the time of licensure or licensure renewal, will have successfully completed a Responsible Vendor Training (“RVT”) Program, and be designated a “responsible vendor.” In accordance with 935 CMR 500.105(2)(b)(1)(a)-(c), a marijuana establishment agent at Apple Guy Flowers will be enrolled in the Basic Core Curriculum of the RVT program, and successfully complete the course within 90 days of hire. Upon the completion of the Basic Core Curriculum, the marijuana establishment agent will be eligible to enroll in the Advanced Core Curriculum if Apple Guy Flowers deems it appropriate. Administrative employees at Apple Guy Flowers that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

Apple Guy Flowers will comply with 935 CMR 500.105(2)(b)(3) by requiring all marijuana establishment agents who have completed the Basic Core Curriculum, and are involved in the handling and sale of marijuana enroll in and complete the four-hour RVT requirement annually. This will ensure that Apple Guy Flowers maintains its designation as a Responsible Vendor.

Apple Guy Flowers shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(a)(5). Responsible vendor training shall include: marijuana’s effects on the human body; diversion prevention and prevention of sales to minors; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID along with spotting and confiscating fraudulent ID; and key state and local laws.

All of Apple Guy Flowers’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Apple Guy Flowers employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(2). All registered agents of Apple Guy Flowers shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents’ files. Apple Guy Flowers shall retain all training records for four (4) years as required by 935 CMR 500.105(2)(a)(5). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

Apple Guy Flowers LLC

## Apple Guy Flowers LLC

### **DIVERSITY PLAN**

Apple Guy Flowers LLC (“Apple Guy Flowers” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Apple Guy Flowers a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Apple Guy Flowers’s commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

**Goal One:** Achieve at least the goals below for our hiring and staffing:

- *Veterans* - 15%
- *People with Disabilities* - 15%
- *LGBTQ+ individuals* - 15%
- *Women* - 15%
- *People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people* - 15%

#### **Programs to Achieve Diversity Goal One:**

- Increase diversity of the make-up of our staff by actively seeking out people who are members of the groups specified above, through in-house hiring initiatives and participation in online diversity job boards at least once a year and as frequently as needed as staffing needs dictate. Sources utilized will include: *The New Uxbridge Times*.

#### **Measurements for Diversity Goal One:**

- Apple Guy Flowers personnel files shall be evaluated on an annual basis to determine how many employees are members of the groups above that occupy positions within the company and that number shall be divided by Apple Guy Flowers’s total staffing at its facility to determine the percentage achieved.

**Goal Two:** Enhance workforce diversity by contracting with diverse businesses. Apple Guy Flowers shall strive to employ at least the following percentages of its contractors, subcontractors, and suppliers from the following groups specified in the paragraph below:

- *Minority Business Enterprise* - 5%
- *Women Business Enterprise* - 5%
- *Veteran Business Enterprise* - 5%
- *LGBT Business Enterprise* - 5%
- *Disability-Owned Business Enterprise* - 5%

#### **Programs for Diversity Goal Two:**

Apple Guy Flowers will make good faith efforts to employ contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified

## Apple Guy Flowers LLC

Businesses as being a business from the categories above, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Apple Guy Flowers seeks to have diversity across the listed demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity (“DBE”) category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships.

### **Measurements for Diversity Goal Two:**

Apple Guy Flowers shall maintain a list of active contractors, subcontractors, and suppliers and compare that list annually to the Massachusetts Directory of Certified Businesses to determine progress towards the goals listed above.

### **Our goals are objectively reasonable.**

Apple Guy Flowers’s goals for this Establishment are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions in the *New Uxbridge Times*.

Apple Guy Flowers acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

Apple Guy Flowers will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Apple Guy Flowers acknowledges that any actions taken, or programs instituted will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.