



Massachusetts Cannabis Control Commission

Marijuana Microbusiness

General Information:

License Number: MB282389
Original Issued Date: 08/17/2022
Issued Date: 08/17/2022
Expiration Date: 08/17/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Farma Gardens LLC

Phone Number: 978-394-3212 Email Address: ts@farmagardens.com

Business Address 1: 118 Central Street

Business Address 2:

Business City: Rowley

Business State: MA

Business Zip Code: 01969

Mailing Address 1: 118 Central Street

Mailing Address 2:

Mailing City: Rowley

Mailing State: MA

Mailing Zip Code: 01969

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: Thomas

Last Name: Summit

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Thomas

Last Name: Summit

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$20000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Outdoor

Establishment Activities: Cultivating

Establishment Address 1: 118 Central Street

Establishment Address 2:

Establishment City: Rowley

Establishment Zip Code: 01969

Approximate square footage of the Establishment: 6000

How many abutters does this property have?: 16

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	2021-11-21 Farma Gardens LLC - Rowley Plan to Remain Compliant with Local Zoning.pdf	pdf	6228c641177b01078937e076	03/09/2022
Community Outreach Meeting Documentation	2021-11-09 Farma Gardens LLC - COM Packet (Final).pdf	pdf	6228cc0fe449f407967dbf43	03/09/2022
Certification of Host Community Agreement	2021-03-16 Farma Gardens LLC - HCA Certification Form.pdf	pdf	623249c309efaa0768b93294	03/16/2022

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	2021-10-01 Farma Gardens LLC - Positive Impact Plan.pdf	pdf	6228cc6932b90c07941a7d3b	03/09/2022
Other	2022-03-09 - NEVA - Farma Gardens LLC Donation Letter.pdf	pdf	6228cd1d2882b60773c1d954	03/09/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Thomas

Last Name: Summit Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	2022-03-04 Farma Gardens LLC - DOR Certificate of Good Standing.pdf	pdf	6228e7d00034de07b0948811	03/09/2022
Secretary of Commonwealth - Certificate of Good Standing	2022-03-04 Farma Gardens LLC - DUA Attestation.pdf	pdf	6229030a09efaa0768b90960	03/09/2022
Bylaws	2021-03-15 Farma Gardens LLC - Operating Agreement.pdf	pdf	62324a122882b60773c20548	03/16/2022
Articles of Organization	2021-07-12 Farma Gardens LLC - Certificate of Organization.pdf	pdf	624da12e53957f000877128c	04/06/2022
Secretary of Commonwealth - Certificate of Good Standing	2022-04-06 Farma Gardens LLC - SOC Certificate of Good Standing.pdf	pdf	624dc11653957f000877a653	04/06/2022

No documents uploaded

Massachusetts Business Identification Number: 001519434

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	2022-03-09 Farma Gardens LLC - Business Plan.pdf	pdf	6228fe2a17ef97077a768a18	03/09/2022

Plan for Liability Insurance	2021-03-15 Farma Gardens LLC - Plan for Obtaining Liability Insurance.pdf	pdf	623248810034de07b094b1c1	03/16/2022
Proposed Timeline	2022-04-06 Tom Summit - Updated Proposed Timeline.pdf	pdf	624dc13fc91bef000958e1f7	04/06/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Transportation of marijuana	2021-10-01 Farma Gardens LLC - Transportation of Marijuana.pdf	pdf	62290084e449f407967dc187	03/09/2022
Storage of marijuana	2021-10-01 Farma Gardens LLC - Storage of Marijuana.pdf	pdf	6229008617ef97077a768a27	03/09/2022
Security plan	2021-10-01 Farma Gardens LLC - Security Plan.pdf	pdf	62290087440815076f41632f	03/09/2022
Restricting Access to age 21 and older	2021-10-01 Farma Gardens LLC - Restricting Access to Age 21 or Older.pdf	pdf	622900882882b60773c1dc06	03/09/2022
Prevention of diversion	2021-10-01 Farma Gardens LLC - Prevention of Diversion.pdf	pdf	6229008911f5a30789d996bb	03/09/2022
Record Keeping procedures	2021-10-01 Farma Gardens LLC - Recordkeeping Procedures.pdf	pdf	622900c3177b01078937e340	03/09/2022
Quality control and testing	2021-10-01 Farma Gardens LLC - Quality Control and Testing.pdf	pdf	622900c4e449f407967dc18b	03/09/2022
Personnel policies including background checks	2021-10-01 Farma Gardens LLC - Personnel Policies Including Background Checks.pdf	pdf	622900c57641f907553eaac5	03/09/2022
Maintaining of financial records	2021-10-01 Farma Gardens LLC - Maintaining of Financial Records.pdf	pdf	622900c6e938dd07a5f51be2	03/09/2022
Inventory procedures	2021-10-01 Farma Gardens LLC - Inventory Procedures.pdf	pdf	622900c79ca34b074e7a04f2	03/09/2022
Energy Compliance Plan	2021-10-01 Farma Gardens LLC - Energy Compliance Plan.pdf	pdf	6229010a32b90c07941a7fef	03/09/2022
Qualifications and training	2021-10-01 Farma Gardens LLC - Qualifications and Training.pdf	pdf	6229010e440815076f416333	03/09/2022
Policies and procedures for cultivating	2021-10-12 Farma Gardens LLC - (Updated) Procedures for Cultivation.pdf	pdf	6229011111f5a30789d996bf	03/09/2022
Plan to Obtain Marijuana	2021-10-01 Farma Gardens LLC - Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	622901524dd71307b79ce974	03/09/2022
Diversity plan	2022-04-06 Farma Gardens LLC - Updated Diversity Plan.pdf	pdf	624dc15fc91bef000958e2b2	04/06/2022

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

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

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

Farma Gardens, LLC

Outdoor Marijuana Cultivation
118 Central Street, Rowley, Mass., 01969
Assessor ID 23/086/ / /

Plan to Remain Compliant with Local Permits and Zoning

Farma Gardens, LLC, (the Applicant), requires a special permit with site plan approval for its outdoor cultivation operation located in the Outlying Zoning District in the Town of Rowley. This use is allowed by special permit and site plan approval from the Planning Board provided the subject property is a minimum of four (4) acres in area and the grow canopy area is less than 5,000 square feet, and the subject site meets these requirements. The subject site also meets the distancing requirements from other residential structures (300 feet), the nearest public right of way (400 feet) and the nearest school, daycare center or religious assembly (200 feet).

The Applicant shall duly apply-for and comply-with the ordinance provisions and requirements and all applicable conditions that may be imposed by the Planning Board during the permitting process. The Applicant's site meets the buffer and distancing/setback requirements contained in the Town Zoning Bylaw and as set forth in the CCC statutes and regulations. The Applicant has reviewed the submission requirements for the special permit and the criteria/findings for a special permit to issue, all of which are consistent with the 935 CMR 500, and can and will meet all such requirements and obtain and maintain its permits as required.

The site is a five (5) acre lot with a single residential structure on site along with a small 530 +/- sq. ft. garage which will be utilized for packaging of cultivated marijuana.

The time frame for obtaining this marijuana establishment special permit and site plan approval from Planning Board is as follows: Upon formal filing with town clerk, approximately 21 days for publishing and posting of public notice of hearing date; anticipation of one or two hearings to be accomplished between 30 to 65 days following filing; approximately 14 days for board's writing of final decision and filing of decision with town clerk for 20-day appeal period. Total time-frame is approximately 120-150 days for special permit. 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

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):

9/29/21
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:

09/15/21

b. Name of publication:

Daily News of
Newburyport

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:

9/15/21

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:

9/15/21

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:

Farma Gardens LLC

Name of applicant's authorized representative:

Thomas Summit

Signature of applicant's authorized representative:

T N Summit





1 GOLDENDOODLE Soft, cuddly, heart
ning puppies. Apricot color Approx-
ely 15 to 20 Lbs. Vet exam, first shots,
10 Call/text Dan 413.244.6772

NOTICES

PUBLIC NOTICES

TOWN OF NEWBURY NOTICE OF INTENT

Notice is hereby given that the
Newbury Conservation Commission
has on file a Notice of Intent in accor-
dance with the provisions of Massa-
chusetts General Law, Chapter 131,
Section 40, the Wetlands Act and
the Newbury Wetlands Bylaw from
Adam True, Gadsden Lane, LLC, for
3 Gadsden Lane (Lot 3), Newbury,
for grading, a patio, screened porch,
wall, well, and landscaping within the
100' Buffer Zone to a Bordering Veg-
etated Wetland, Map R27, Lot 53B.

A public hearing will be held on
September 21, 2021, at the Newbury
Town Hall Offices, 12 Kent Way, By-
field, at 7:00 p.m., at which time all
interested parties will be heard.

Newbury
Conservation Commission

NT - 9/15/21

Jobs-General



Let Me Sell Your Car!

Guilmette City Service

Call me 603-400-4638. Don't trade in your car
I can sell it for more! Professional sales person.
I can sell any vehicle for you at the price you
want. I can guarantee top dollar for your sale.
Serving New England area for 45 years

PUBLIC NOTICES

PUBLIC NOTICES

Notice is hereby given that a
Community Outreach Meeting for a
proposed Marijuana Establishment
is scheduled for Wednesday, Sep-
tember 29, 2021 at 6:00pm. The
meeting will be held at the Rowley
Public Library, Main Meeting Room,
141 Main Street, Rowley, MA 01969.
The proposed Marijuana Microbusi-
ness is anticipated to be located
at 118 Central Street, Rowley, MA
01969. There will be an opportunity
for the public to ask questions.
NT - 9/15/21

Jobs-General

ARC Technologies LLC, a Hexcel company, is the leading
manufacturer of RF and EMI absorbing materials for defense
and wireless applications worldwide and part of Hexcel, a
global leader in advanced composites technology. We invite
you to join the Arc/Hexcel team at our Amesbury location.

a part of the "strength within."

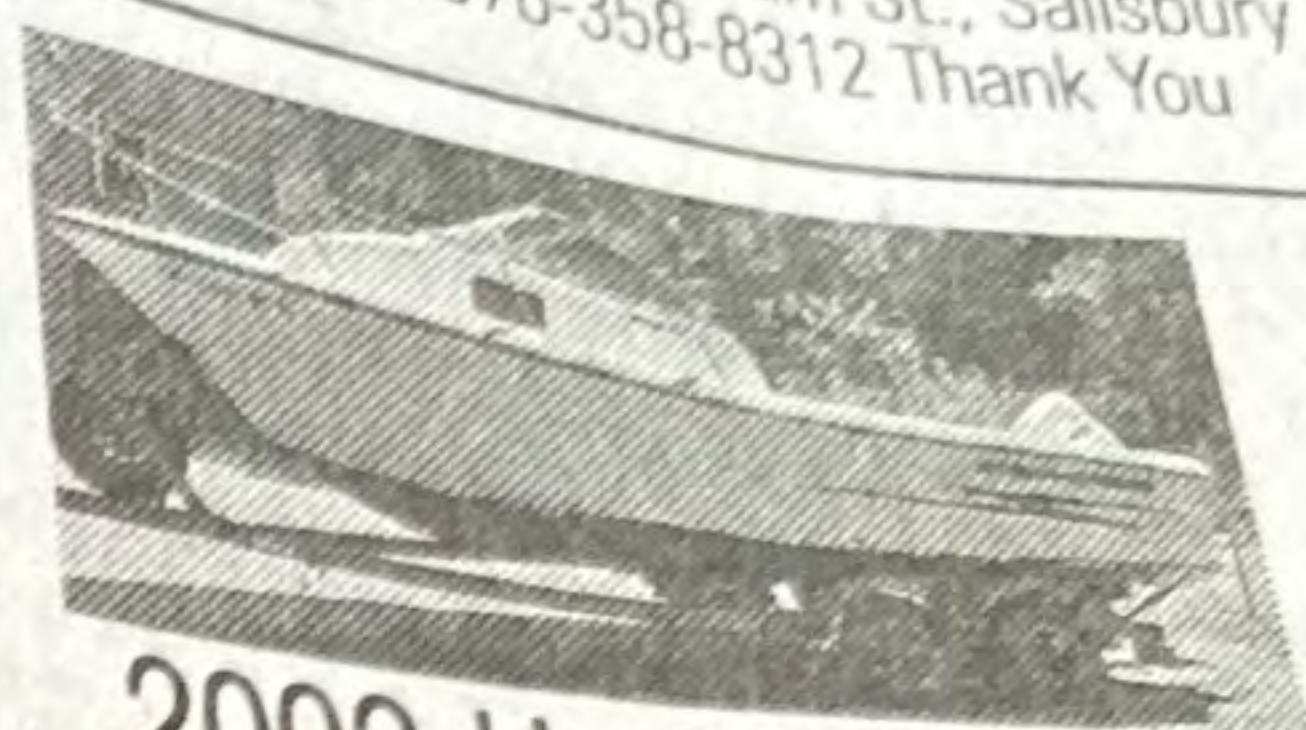
ng for our Amesbury, MA, location the following positions:
Materials M



Attachment A

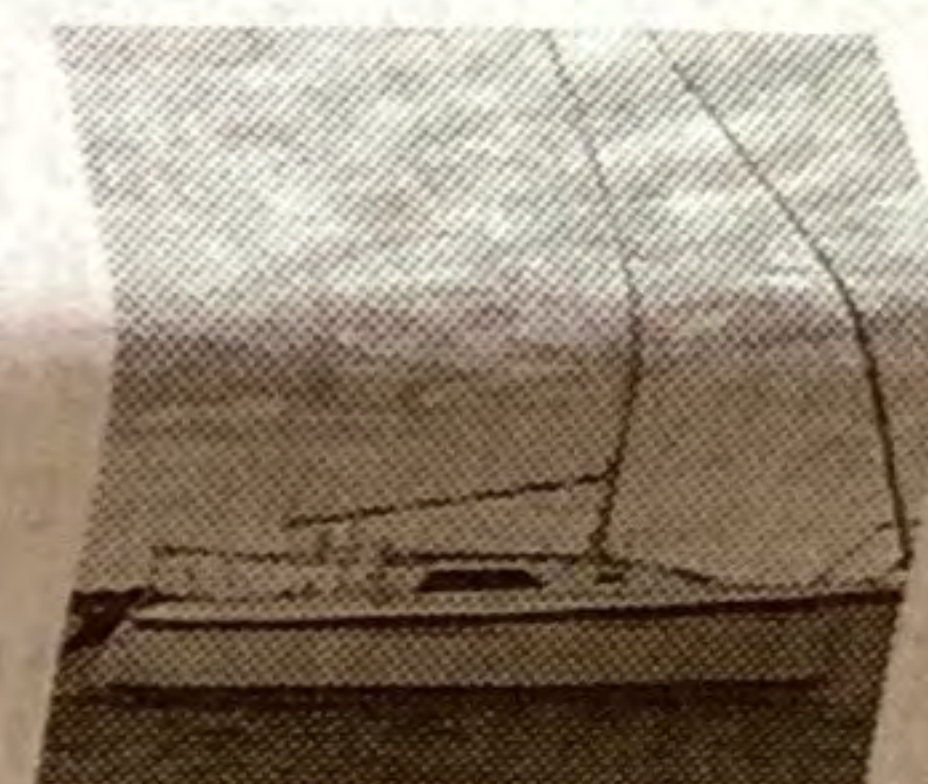
BOAT & MOTOR SERVICE

Mobile and on site. Consignment boats needed.
Actively accepting consignments and always
looking for fresh inventory.
LARRY'S MARINA, new location, conveniently
located off 95 & Rt 110, 213 Elm St., Salisbury
MA. Please call 978-358-8312 Thank You



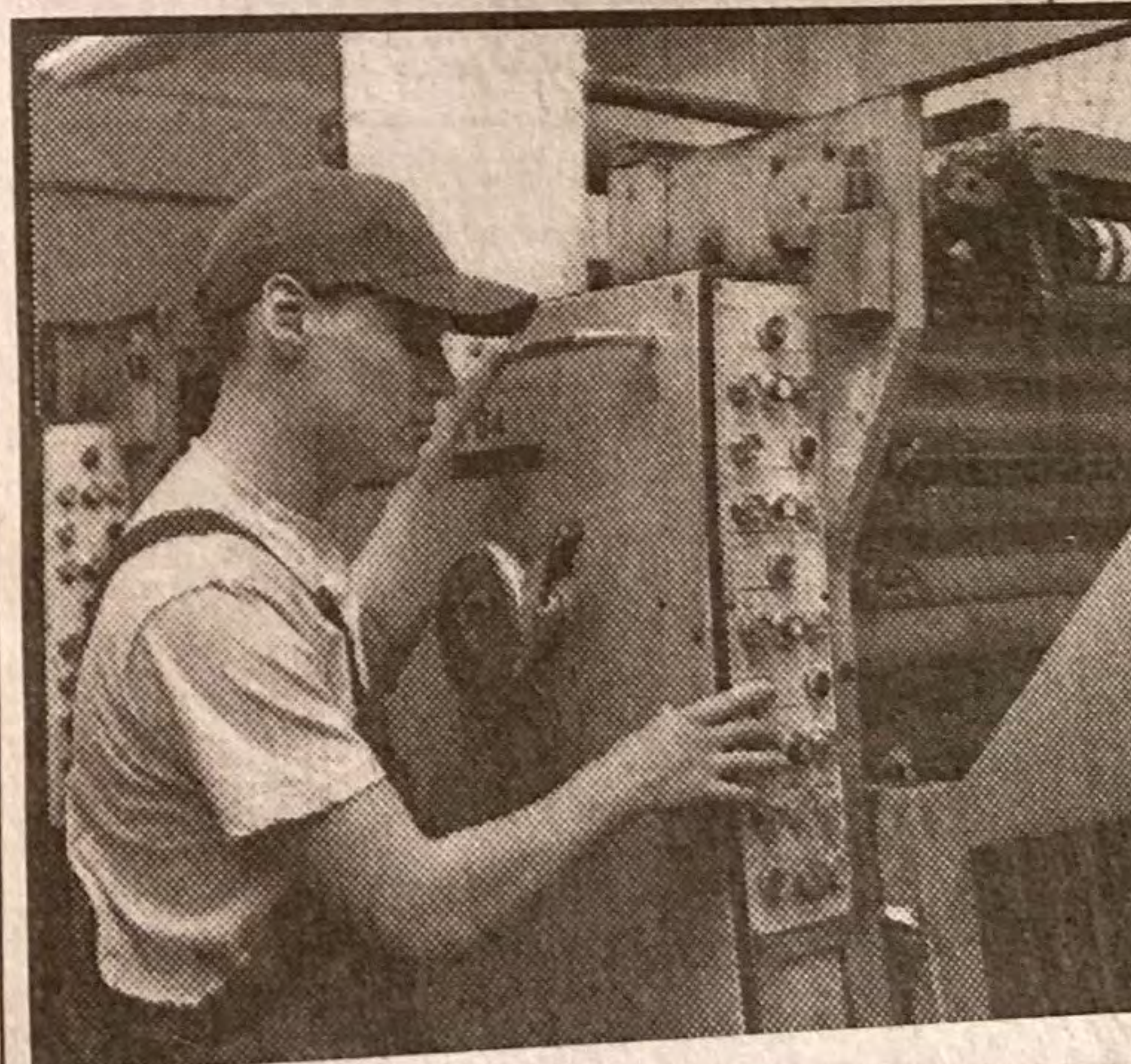
2002 Hydra-Sports

20' 6", walk-around cabin (model 212), with
2002 150 Evinrude, trailer, Raymarine fishfin-
der, chart plotter GPS, VHF radio. Call John at
978-470-0827. \$13,000 firm, with extras.



26 FT ODAY SAILBOAT 1985 O'Day,
in water, sailed regularly out of Newburyport,
good condition, sails and 2010 Tohatsu 9.8
engine professionally maintained, includes trailer
\$7500. Call (978) 992-7807

Jobs-Trade/Industrial



Full-time. Prepare and operate m
Applicants should have proven me
driven environment. Applicants m
Basic math and clerical abilities re

Compensation package include:
a comprehensive benefits packa
(30+ hours) employees; and opp
Send resume to: Ssolomon



September 1, 2021

To Whom it May Concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Wednesday, September 29, 2021 at 6:00 p.m. The meeting will be held at the following location:

Rowley Public Library - Main Meeting Room

141 Main St.

Rowley, MA, 01969

The proposed Marijuana Microbusiness is anticipated to be located at 118 Central Street, Rowley, MA, 01969. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Farma Gardens 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



Certificate Of Mailing

To pay fee, affix stamp or
meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.
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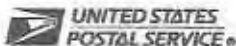
From: The Mensing Group
100 State St 9th Fl
Boston, MA 02109

To: Deborah Keating, Town Administrator
139 Main St.
P.O. Box 351
Rowley, MA 01969

Postmark Here



PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

To pay fee, affix stamp or
meter postage here.

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.
This form may be used for domestic and international mail.

From: The Mensing Group
100 State St 9th Fl
Boston, MA 02109

To: Board of Selectmen
139 Main St.
P.O. Box 351
Rowley, MA 01969

Postmark Here



PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

To pay fee, affix stamp or
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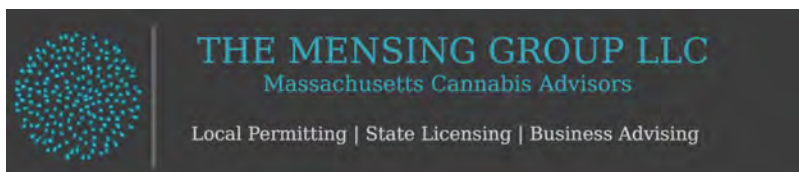
From: The Mensing Group
100 State St 9th Fl
Boston, MA 02109

To: Cathy McLearshay, Town Clerk
139 Main St.
P.O. Box 351
Rowley, MA 01969

Postmark Here



PS Form 3817, April 2007 PSN 7530-02-000-9065



September 1, 2021

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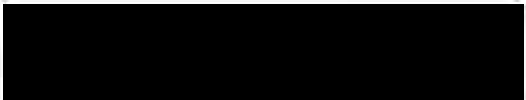

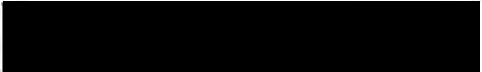
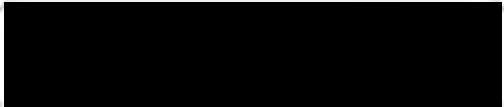
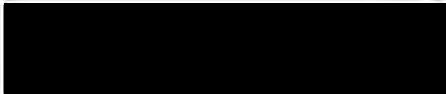
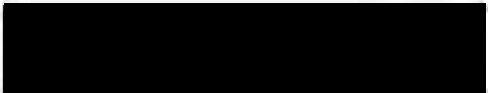
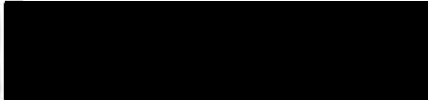
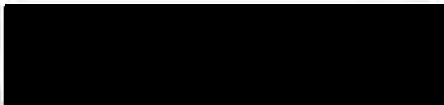
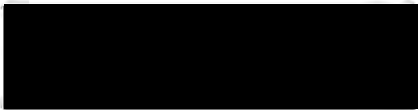
Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

CERTIFIED ABUTTERS' LIST

Parcel ID	Location	Owner Name/Address
=====	=====	=====
023-086	118 CENTRAL ST	SUMMIT THOMAS G SUMMIT KAREN H 118 CENTRAL ST ROWLEY, MA 01969

A B U T T E R S

=====

017-036-28	SAUNDERS LN LOT A	 DANVERS, MA 01923
023-064	111 BENNETT HILL RD	 ROWLEY, MA 01969
023-065	101 BENNETT HILL RD	 ROWLEY, MA 01969
023-065-01	107 BENNETT HILL RD	 ROWLEY, MA 01969
023-066	91 BENNETT HILL RD	 ROWLEY, MA 01969
023-086-11	73 SAUNDERS LN	 ROWLEY, MA 01969
023-086-12	77 SAUNDERS LN	 ROWLEY, MA 01969
023-086-13	78 SAUNDERS LN	 ROWLEY, MA 01969
023-086-14	74 SAUNDERS LN	 ROWLEY, MA 01969

CERTIFIED ABUTTERS' LIST

Parcel ID	Location	Owner Name/Address
023-086	118 CENTRAL ST	SUMMIT THOMAS G SUMMIT KAREN H 118 CENTRAL ST ROWLEY, MA 01969

A B U T T E R S

023-086-23	SAUNDERS LN LOT P	[REDACTED] ROWLEY, MA 01969
024-028	96 CENTRAL ST	[REDACTED] ROWLEY, MA 01969
024-032-01	2 ARBOR WAY	[REDACTED] ROWLEY, MA 01969
024-032-02	3 ARBOR WAY	[REDACTED] ROWLEY, MA 01969
024-032-03	4 ARBOR WAY	[REDACTED] ROWLEY, MA 01969
024-037-01	134 CENTRAL ST	[REDACTED] ROWLEY, MA 01969
024-037-02	115 BENNETT HILL RD	[REDACTED] ROWLEY, MA 01969

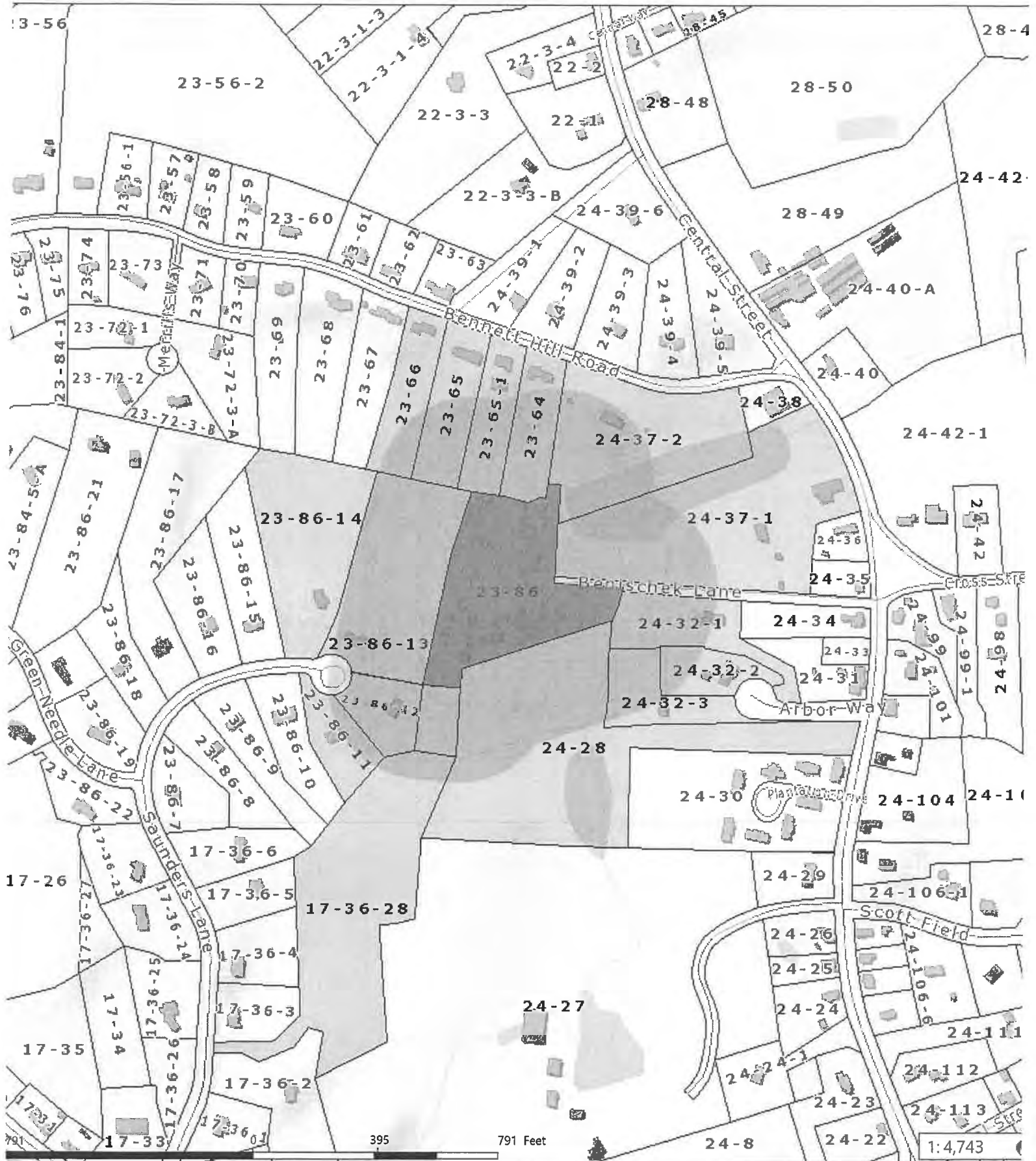
16 parcels listed



Sean M. C. Fadden
Principal Assessor

Town of Rowley

11/02/202



Data Sources: Produced by Merrimack Valley Planning Commission (MVPC) using data provided by the Town of Rowley & MassGIS/MassGIS.

MVPC AND THE TOWN OF ROWLEY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THESE DATA. THE TOWN OF ROWLEY AND MVPC DOES NOT ASSUME ANY LIABILITY ASSOCIATED WITH THE USE OR MISUSE OF THIS INFORMATION



Municipal Boundary
Parcels

Parcel Dimensions
Building Footprints

Roads
Hydrographic Features

Legend

Interstate
Major Road
Local Road
Streams



Certificate Of Mailing

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This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: The Mensing Group
100 State St 9th Fl
Boston, MA 02109

To: [Redacted]
Roxbury, MA 01969



PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

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This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: The Mensing Group
100 State St 9th Fl
Boston, MA 02109

To: [Redacted]
Roxbury, MA 01969



PS Form 3817, April 2007 PSN 7530-02-000-9065



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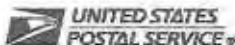
From: The Mensing Group
100 State St 9th Fl
Boston, MA 02109

To: [Redacted]
Roxbury, MA 01968

Postmark Here



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To: [Redacted]
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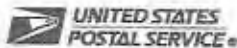
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To: [Redacted]
Roxbury, MA 01969

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Certificate Of Mailing

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From: The Messaging Group
100 State St 9th Fl
Boston, MA 02109

To: [Redacted]

Roxbury, MA 01969

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From: The Messaging Group
100 State St, 9th Fl
Boston, MA 02109

To: [Redacted]

Roxbury, MA 01969

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Boston, MA 02109

To: [Redacted]

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Boston, MA 02109

To: [Redacted]

Roxbury, MA 01969

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100 State St 9th Fl
Boston, MA 02109

To: [Redacted]

Roxbury, MA 01969

Postmark Here



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From: The Mensing Group
100 State St 9th Fl
Boston, MA 02109

To: [Redacted]

Danvers, MA 01923

Postmark Here



PS Form 3817, April 2007 PSN 7530-02-000-9065

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:

Farma Gardens LLC

2. Name of applicant's authorized representative:

Thomas Summit

3. Signature of applicant's authorized representative:

Tom Summit

4. Name of municipality:

Rowley

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

Clifford Pierce



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

Cliff Paine

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).*):

Selectmen@townofrowley.org

8. Host community agreement execution date:

8/23/21



TITLE	The Mensing Group LLC has sent you a document to review and...
FILE NAME	CCC HCA Certifica...NED 3 14 2022.pdf
DOCUMENT ID	1abde06ca61c6389634eed613b0b279e63024347
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Signed

This document was requested on app.practicepanther.com and signed on app.practicepanther.com

Document History



SENT

03 / 16 / 2022

18:29:01 UTC

Sent for signature to Summit, Tom (ts@farmagardens.com) from
ts@farmagardens.com
IP: 76.24.27.117



VIEWED

03 / 16 / 2022

18:30:07 UTC

Viewed by Summit, Tom (ts@farmagardens.com)
IP: 141.154.80.92



SIGNED

03 / 16 / 2022

18:31:26 UTC

Signed by Summit, Tom (ts@farmagardens.com)
IP: 141.154.80.92



COMPLETED

03 / 16 / 2022

18:31:26 UTC

The document has been completed.

Farma Gardens

POSITIVE IMPACT PLAN

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

Farma Gardens, LLC (“Farma Gardens” or the “Company”) is dedicated to serving and supporting those disproportionately harmed by cannabis prohibition. Farma Gardens’s 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 the 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, Farma Gardens has created a Positive Impact Plan, summarized below, and has identified numerous goals and priorities.

GOALS

Goal #1 - Provide Massachusetts residents from ADIs with increased access to education and/or job training in the cannabis industry by giving financial support to *New England Veteran’s Alliance, Inc.*

Goal #2 - Provide Massachusetts residents who have past drug convictions or who have parents or spouses who have had drug convictions with education and support relating to sealing criminal records to reduce barriers to entry in the cannabis industry and the workforce in general.

PROGRAMS

Our commitment to positively impact disproportionately harmed populations is an essential part of the company’s ethos. Specifically, to implement the defined Goals, Farma Gardens will:

Goal #1 - Give an annual donation of \$2,500 to *New England Veteran’s Alliance, Inc. (NEVA)*. NEVA endeavors to develop skills for its members through mentoring, educational and informational events with cannabis industry networking opportunities, and to provide financial support to allow them to continue to provide cultivation education and peer support groups for Veterans in Massachusetts. Funds donated will support two *New England Veteran’s Alliance, Inc.* programs that provide: (1) education to veterans on cannabis cultivation; and (2) peer support groups for veterans. *New England Veteran’s Alliance, Inc.* has a membership consisting heavily of Massachusetts residents disproportionately impacted by the War on Drugs, including residents in Cannabis Control Commission defined “areas of disproportionate impact” and

Farma Gardens

individuals who have had a past drug conviction and have lived in the Commonwealth of Massachusetts within the last 12 months. A donation to NEVA will help residents of areas of disproportionate impact increase their chances of receiving a position in the cannabis industry through mentorship, educational, and information events in addition to networking opportunities with cannabis companies.

Goal #2 - Host an annual record sealing workshop teaching which criminal records can be sealed and how to seal them. The workshop will also assist individuals through the sealing process with the courts or probation department. The workshop will be advertised in print and online sources to include ADI and local newspapers. Specific sources utilized will include the *Newburyport Daily News*. The workshop will be held at Farma Gardens's facilities, and will each have a capacity of at least 5 participants. The topics for the workshops will include practical training and information that will assist Massachusetts residents to identify and seal eligible drug convictions.

MEASUREMENTS

Farma Gardens will develop specific initiatives, creating partnerships and achieving measurable outcomes to ensure that Farma Gardens meets the Plan's goals. We will audit the progress of the plan annually upon provisional license renewal and will disclose tracked measurement metrics. Metrics tracked will include the following:

Goal #1 - At the end of each year, Farma Gardens 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 NEVA as outlined above. Farma Gardens will continue to assess the viability and impact of financial donations made and annually review donation amounts. NEVA will provide an annual report to Farma Gardens summarizing the use of the funds, as well as indicating the number of veterans participating in the programs are from an area of disproportionate impact and/or whether the particular program assisted veterans with past drug convictions.

Goal #2 - Farma Gardens will document the record sealing workshop date, the topics discussed, the number of attendees, to which targeted group the attendees belong and referral sources. Participating individuals or businesses will be asked to complete an assessment of the program which will provide insight into the demographics of the attendees, the helpfulness and clarity of the topics presented as well as suggestions for future programs.

DISCLOSURES

Farma Gardens acknowledges 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 Farma Gardens will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Farma Gardens

Farma Gardens understands that the progress or success of this plan must be demonstrated upon each annual license renewal period in conformity with *935 CMR 500.103(4)(b)*.



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

mass.gov/dor

Letter ID: L1935767232
Notice Date: March 4, 2022
Case ID: 0-001-432-070



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FARMA GARDENS LLC
118 CENTRAL ST
ROWLEY MA 01969-1317

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, FARMA GARDENS 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 to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

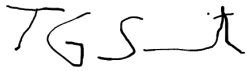
Edward W. Coyle, Jr., Chief
Collections Bureau

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

Signed under the pains and penalties of perjury, I, Thomas Summit, an

authorized representative of Farma Gardens LLC certify that

Farma Gardens LLC does not currently have employees and is therefore unable
to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate
of Good Standing or Compliance.



Signature of Agent

Date 03 / 09 / 2022

Name: Thomas Summit

Title: Owner

Entity: Farma Gardens LLC

OPERATING AGREEMENT OF **Farma Gardens LLC**

This Operating Agreement is made and adopted effective _11_08 2021__ [date] by Farma Gardens, LLC, a limited liability company organized under the laws of MA [state] (the Company) and Thomas Summit, its sole member (the Member).

ARTICLE I - ORGANIZATION

Section 1.1 – Company Formation and Duration. The Company has been organized as a limited liability company managed by its members. The Company shall commence on the date of filing of the Articles of Organization and shall exist until the Company dissolves and its affairs are wound up in accordance with this Operating Agreement or applicable law.

Section 1.2 – Single Member. The Member is the sole member of the Company, and is the only person having rights in the Company, including, but not limited to, the right to receive distributions of the Company's assets and the right to vote and manage Company affairs.

Section 1.3 – Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs.

Section 1.4 – Amendment: Entire Agreement. This Operating Agreement may be amended at any time by the Member, for any reason. This Operating Agreement, as may be amended, constitutes the entire agreement between the Member and Company with respect to the subject matter hereof.

ARTICLE II – MANAGEMENT AND VOTING

Section 2.1 – Member Management. The Company shall be managed solely by the Member, who may be known as and hold whatever title(s) the Member chooses.

Section 2.2 – Voting. The Member is entitled to 1 vote on each matter submitted to a vote. Any and all Company actions or decisions shall require an affirmative vote of the Member.

Section 2.3 – Member Authority. The Member has the sole power and authority, on behalf of the Company, to carry out the Company's business and affairs, including, without limitation, the sole power and authority to acquire, encumber, or convey real or personal property from any source and through any means; engage in any financial transactions on behalf of the Company, including opening, maintaining, or closing accounts, borrowing money, or the like; entering into contracts on behalf of the Company; commence, prosecute, or defend any legal proceedings in the Company's name; and carry on any other business or affairs of the Company not specifically provided herein, that is not in contravention of applicable law.

Section 2.4 – Indemnification. Unless otherwise provided by law, the Member is not liable for the acts, debts, or obligations of the Company. The Company shall indemnify, defend, and hold the Member harmless from and against any losses, claims, costs, damages, and liabilities, including, without limitation, judgments, fines, amounts paid in settlement, and expenses incurred by the Member in any civil, criminal, or investigative proceeding in which he or she is involved or threatened to be involved by reason of the Member's membership in or management of the Company.

ARTICLE III – CAPITAL CONTRIBUTIONS

Section 3.1 – Capital Contributions. The Member has made or will make an initial contribution to the capital of the Company, as set forth in Company records. If the Member determines that additional funds are needed for the working capital of the Company, the Member may contribute additional capital.

ARTICLE IV – DISTRIBUTIONS

Section 4.1 – Allocations and Distributions. Any and all profits and losses shall be allocated to the Member. Distributions may be made to the Member as determined by the Member unless otherwise provided by applicable law.

ARTICLE V – MEMBERSHIP CHANGES

Section 5.1 – New Members. The Member may by majority vote admit new member in the Company and issue additional membership interests to new members. Any new members shall, before being admitted and as a condition to admission, execute any document or documents required by the Company, agree to be and become a member of the Company, and agree to be bound by the terms of the Company Operating Agreement, which shall be amended by the Member prior to the admission of any new members to include terms and conditions suitable for a multi-member limited liability company.

Section 5.2 – Transfers. The Member may voluntarily sell, transfer, assign, encumber, pledge, convey, or otherwise dispose of part or all of Member's membership interest in Company, and in such instance, the transferee is automatically admitted as a new member, subject to Section 5.1.

ARTICLE VI – DISSOLUTION

Section 6.1 – Dissolution. The Company shall dissolve and its affairs shall be wound up on the consent of the Member. On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed in a manner consistent with applicable law.

THE COMPANY:

Farma Gardens, LLC

By: T G Summit
Its: Sole Member, Thomas Summit

SOLE MEMBER:

Thomas Summit

By: T G Summit

:



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 0015194341. The exact name of the limited liability company is: FARMA GARDENS LLC

2a. Location of its principal office:

No. and Street: 118 CENTRAL STREET
City or Town: ROWLEY State: MA Zip: 01969 Country: USA

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

No. and Street: 118 CENTRAL STREET
City or Town: ROWLEY State: MA Zip: 01969 Country: USA

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

APPLYING FOR A MICROBUSINESS LICENSE FROM THE CANNABIS CONTROL COMMISSIO
N.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: THOMAS SUMMIT
No. and Street: 118 CENTRAL STREET
City or Town: ROWLEY State: MA Zip: 01969 Country: USA

I, THOMAS SUMMIT 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	THOMAS SUMMIT	118 CENTRAL STREET ROWLEY, MA 01969 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	THOMAS SUMMIT	118 CENTRAL STREET ROWLEY, MA 01969 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 12 Day of July, 2021,
THOMAS SUMMIT

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

THE COMMONWEALTH OF MASSACHUSETTS

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

July 12, 2021 02:45 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



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

William Francis Galvin
Secretary of the
Commonwealth

March 30, 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

FARMA GARDENS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 12, 2021**.

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:
THOMAS SUMMIT

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

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



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

Farma Gardens

118 Central Street
Rowley, Ma. 01969



Summary:

Mission: Nurtured by Nature.

Farma Gardens will provide sun-grown quality craft cannabis benefitting those looking to relax and socialize as well as those with insomnia, pain issues, stress, and PTSD. We're preserving our planet by building a sustainable model of cultivation employing living soil, natural nutrients, no pesticides, and only the sun.

As a local Single Owner Microbusiness, we are excited to fulfill the vision of the Ma. Cannabis Control Commission for local small businesses to participate in this emerging industry. We value reverence for our planet, and high-touch farming techniques where each plant is observed and attended to on a daily basis.

Our goal is to surpass the product quality produced by industrial minded power-consuming mass-produced indoor cannabis that consumers know today. We will produce a true full-spectrum lovingly cured product that delivers fully expressed terpenes and cannabinoid profiles. The end result is a product delivering the full benefits cannabis has to offer our consumers.

Management:

Owner/Operator Tom Summit worked in the technology sales field for ten years at Intel and NEC electronics. In 1989 Tom switched to recruiting in the software industry and has run his own firm since 2000. He is well versed in sales and the tools to implement successful direct marketing campaigns. He will be transitioning to Farma Gardens full-time in the fall of 2022.

He has been growing vegetables, herbs, and flowers since his twenties as a hobby. In 2017 when home growing was legalized he has been growing outdoor cannabis and experimenting with cultivars that are well adapted to the growing conditions in coastal Ma.

Market:

Projections from the Massachusetts Cannabis Control Commission show recreational marijuana sales in Massachusetts are surging – and on pace to exceed \$1.2 billion this year and reach as much as \$2.6 billion by 2025.

“I think there’s a fair amount of runway left to go in Massachusetts until the market hits full maturity,” said Jesse Alderman, the Boston-based co-chair of Foley Hoag’s nationwide cannabis practice. *“What we haven’t seen is a similar explosion of cultivation capacity,” Alderman said. “With sales growing rather robustly, the wholesale market remains constrained and is very favorable to growers.”*

Milestones:

Spring 2022:

Install Greenhouse in plot 1.

Complete 1st phase of rainwater harvesting build.

Complete 1st phase of storage facility conversion of the garage structure.

Fall 2022:

Install 2 Greenhouse Add plot 2 Garden perimeter fence..

Refit garage structure for storage and processing.

Obtain the final license from CCC.

Spring 2023:

Plant initial crop

Summer 2023:

Complete rainwater irrigation system.

Fall 2023:

Harvest and cure product

Fall 2024:

Improve crop production by 10% from 2023.

2025:

Improve crop production by 10%

Competitive Edge:

Locally Grown Quality:

Natural sunlight produces better quality cannabis. The sun produces an array of wavelengths (full spectrum) that improve the richness and terpenes of all cannabis cultivars. It can never be duplicated by indoor lighting.

As a Microbusiness and sun-grown cultivator, we can provide individual attention at each stage of the plants' journey, ensuring the highest quality growing process, pest management, and slow curing process.

Agility:

Being both small and local in nature, Farma Gardens will be able to be flexible in meeting the customer's demands. As a local presence, we can meet end customers and establish ties with our customers, the wholesale buyers.

Product:

We will offer full spectrum wholesale craft cannabis to product manufacturers and extractors. We'll also provide Farma Gardens solventless edibles and extract products to dispensaries.

The primary cultivars will be Indica and Indica dominant hybrids that are the typical producers of resin, have a shorter growing cycle and provide the stress and pain relief properties sought by our target market.

The slow curing process and focus on local distribution will enhance our end customer's enjoyment. In turn, growing our marketability with dispensaries by offering a product with fully expressed terpene and cannabinoid profiles.

Our initial crops will be for the processor and extraction market. As we perfect our growing process and pest management processes, we will offer flower to dispensaries. This will greatly improve revenue.

Marketing:

Farma Gardens will directly market to dispensaries, product manufacturers, and extractors.

We will attend Mass cannabis events and trade shows to establish personal relationships with manufacturers, extractors, and dispensaries.

Farma Gardens.com will be the online destination representing our company and products. The site will be operational by January 2023.

Sales:

We will use aggressive and personal outbound email and phone campaigns, focusing on local establishments and working outwards as production expands. The customer base is well known and accessible with 64 product manufacturers and 168 dispensaries in Massachusetts operating currently. Twenty dispensaries are within 20 miles of Farma Gardens.

As a result of our personal and direct contact with potential and current customers, we will have the ability to conduct market research to understand the proper cultivar mix to support the extractor and manufacturing and end customer.

Personnel:

The staff will consist of Tom working full time. Tom will spend his time as Head Grower/ Operations managing the growing, harvest, and curing operations. He will also spend as many hours as it will take per week tending to the sales. In addition to the general management required for the production of the crop, Tom will be setting up strategic relationships with local manufacturers and dispensaries. Farma Gardens will have hired one full-time gardener beginning in May 2023 and will hire a part-time helper by September for harvest. The gardener will be primarily responsible for the gardening operations and tending of the plants while the part-time help will be used to help harvest and trim the product.

Very Conservative Financial Projections

	2024	2025	2026	2027
Yearly Total Expenses	163650	177150	218650	218650
Revenue 120 plants- \$1500/lb -2 lbs.plant	\$360,000	\$396,000	\$435,600	\$479,160
NET	\$196,350	\$218,850	\$216,950	\$260,510



85 B East Central St, Suite A, Natick MA 01760
617-500-1824 www.budrisk.com

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

RE: FARMA GARDENS LLC (Microbusiness - Cultivation)

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. FARMA GARDENS 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 FARMA GARDENS 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,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496
jim@budrisk.com

RESTRICTING ACCESS TO AGE 21 OR OLDER

Farma Gardens LLC (“Farma Gardens” 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 validly issued driver’s license;
 - c. A government-issued identification card;
 - d. A government-issued passport; and
 - e. A United States-issued military identification card.

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RECORD-KEEPING PROCEDURES

Farma Gardens LLC (“Farma Gardens” or the “Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). Farma Gardens 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 records as required by 935 CMR 500.105(8) and seed-to-sale tracking 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, 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 Farma Gardens, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12). Farma Gardens shall keep these waste records for at least three years, in accordance with 935 CMR 500.105(12).

PERSONNEL RECORDS

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

BUSINESS RECORDS

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.

VISITOR LOG

Farma Gardens 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

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for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

Farma Gardens will maintain real-time inventory records, including at minimum, an inventory of all 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 935 CMR 500.105(8)(d). Real-time inventory records may be accessed via METRC, the Commonwealth's seed-to-sale tracking software of record. Farma Gardens 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

Farma Gardens 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; and the vehicle make, model, and license plate number. Farma Gardens will maintain records of all manifests.

INCIDENT REPORTS

Farma Gardens 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.

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Farma Gardens 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. Farma Gardens 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 Farma Gardens 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). Farma Gardens shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

Farma Gardens 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 Farma Gardens's security system, Farma Gardens will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Farma Gardens 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)(I). 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 Farma Gardens's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

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QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Farma Gardens LLC (“Farma Gardens” 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, Marijuana Products, and Marijuana-infused 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.

Pursuant to 935 CMR 500.130(4)(a), Farma Gardens shall retain all records of purchases from any manufacturer or supplier of any ingredient, additive, device, component part or other materials obtained by the Product Manufacturer in relation to the manufacturing of Marijuana Vaporizer Devices and such records shall be made available to the Commission on request. Farma Gardens will make objectively reasonable efforts to identify and maintain records of the name and business address of the manufacturer of any cartridge, battery, atomizer coil, hardware or other component of Marijuana Vaporizer Products manufactured by the Licensee. Further, Farma Gardens will, on request by the Commission, identify the materials used in the device’s atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material) or state if such information cannot be reasonably ascertained in accordance with 935 CMR 500.130(4)(b). In addition, a copy of the Certificate of Analysis for each thickening agent, thinning agent or terpene infused or incorporated into a Marijuana Vaporizer Device during production will be retained by Farma Gardens and provided as a part of a wholesale transaction with any Marijuana Retailer or MTC, and will provide the recipient with the information insert as established in 935 CMR 500.130(4)(c).

Farma Gardens 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 Farma Gardens 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 Farma Gardens by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Farma Gardens 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.

Farma Gardens’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 Farma Gardens staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Farma Gardens will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and

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humidity- control storage units, refrigerators, and freezers.

Farma Gardens'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 Farma Gardens 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 500.130(9), Farma Gardens 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 Farma Gardens 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 Farma Gardens staff will be assigned a sequential alphanumeric identifier and entered into 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 500.130(9)(e). Upon providing a quality control sample to Farma Gardens staff, Farma Gardens 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 Farma Gardens 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 product manufacturing will take place in a limited access area. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination, in compliance with 935 CMR 500.105(3)(b)(9). In accordance with 935 CMR 500.105(3)(a), Farma Gardens will ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

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

Farma Gardens management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination,

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or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow Farma Gardens 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 shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests, pursuant to 935 CMR 500.105(12) and 935 CMR 500.105(3)(b)(5).

Pursuant to 935 CMR 500.105(11)(a)-(e), Farma Gardens shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Farma Gardens 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. Farma Gardens 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 Farma Gardens storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

Farma Gardens will ensure all toxic items are identified, held, and stored in a manner that protects against contamination of marijuana, in accordance with 935 CMR 500.105(3)(b)(10). Pursuant to 935 CMR 500.105(3)(b)(15), storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

All testing results will be maintained by Farma Gardens 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.

Farma Gardens shall 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).

Farma Gardens shall provide its employees with adequate, readily accessible toilet facilities, in accordance with 935 CMR 500.105(3)(b)(13).

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Farma Gardens LLC (“Farma Gardens” 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. Farma Gardens 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), Farma Gardens is providing these personnel policies, including background check policies, for its Marijuana Establishment that will be located in.

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 Farma Gardens determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Farma Gardens 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 Farma Gardens.

In accordance with 935 CMR 500.105(1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Farma Gardens has and follows a set of detailed written operating procedures for each location. Farma Gardens has developed and will follow a set of such operating procedures for each facility. Farma Gardens’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 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 record-keeping, including inventory protocols 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;

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(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 another jurisdiction.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1) (m) Requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(n) 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.

(o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(p) 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.

(q) Policies and procedures to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby Farma Gardens:

1. shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;
2. shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct. All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928 and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000.

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In accordance with 935 CMR 500.105(2), all of Farma Gardens's current owners, managers and employees that are 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 Farma Gardens'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 (8) hours by Farma Gardens's agents annually, with the exception for agents classified as Administrative Employees, may participate in the Responsible Vendor Training Program on a voluntary basis. Farma Gardens shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID; and key state and local laws.

All employees of Farma Gardens 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 Farma Gardens 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).

1. At a minimum, marijuana establishment agents shall receive a total of eight hours of training annually. The eight-hour total training requirement shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent.
2. A minimum of four hours of training shall be from responsible vendor training program courses established under 935 CMR 500.105(2)(b). Any additional RVT hours over the four-hour RVT requirement may count toward the eight-hour total training requirement.
3. Non-RVT training may be conducted in-house by the Marijuana Establishment or by a third-party vendor engaged by the Farma Gardens. Basic on-the-job training Farma Gardens provides in the ordinary course of business may be counted toward the eight-hour total training requirement.
4. Agents responsible for tracking and entering product into the Seed-to-sale SOR shall receive training in a form and manner determined by the Commission. At a minimum, staff shall receive eight hours of on-going training annually.
5. Farma Gardens shall maintain records of compliance with all training requirements noted above. Such records shall be maintained for four years and Farma Gardens shall make such records available for inspection on request.

In accordance with 935 CMR 500.105(9), General Operational Requirements for Marijuana Establishments, Record Keeping, Farma Gardens's personnel records will be available for inspection by the Commission, upon request. Farma Gardens'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 Farma Gardens personnel records:

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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 Farma Gardens's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Farma Gardens 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 Farma Gardens agents required under 935 CMR 105(2).
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures, including at a minimum, the following:
 - a. Code of Ethics;
 - b. Whistle-blower policy.
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 must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. Farma Gardens understands that in the event that Farma Gardens were to close, all records will be kept for at least two years at the expense of Farma Gardens and in a form and location acceptable to the commission.

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MAINTAINING OF FINANCIAL RECORDS

Farma Gardens LLC (“Farma Gardens” 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, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, Farma Gardens will implement the following policies for Recording Sales:

- (a) Farma Gardens will utilize a point-of-sale (“POS”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) Farma Gardens may also utilize a sales recording module approved by the DOR.
- (c) Farma Gardens will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) Farma Gardens 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. Farma Gardens will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Farma Gardens 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) Farma Gardens will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) Farma Gardens will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) Farma Gardens will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Following the closure of Farma Gardens, all records will be kept for at least two years, at Farma Gardens’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Farma Gardens shall keep financial records for a minimum of

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three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.130.

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ENERGY COMPLIANCE PLAN

Farma Gardens LLC (“Farma Gardens” or the “Company”) will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, Farma Gardens 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.

Farma Gardens will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space.

Farma Gardens acknowledges that if a Provisional License is issued, Farma Gardens, 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.

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

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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 Farma Gardens to optimize its energy usage.

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

Farma Gardens 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.

Farma Gardens LLC

QUALIFICATIONS AND TRAINING

Farma Gardens LLC (“Farma Gardens” 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 job function at Farma Gardens. 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 Farma Gardens. 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 Farma Gardens involved in the handling and sale of marijuana at the time of licensure or licensure renewal, will successfully complete 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 Farma Gardens will be enrolled in the Basic Core Curriculum of the RVT program, and successfully complete this program within 90 days of hire. Upon the completion of the Basic Core Curriculum, the marijuana establishment agent will be eligible to enroll in the Advance Core Curriculum if Farma Gardens deems appropriate. Administrative employees at Farma Gardens, that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

Farma Gardens 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 Farma Gardens maintains its designation as a Responsible Vendor.

Farma Gardens 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 Farma Gardens’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Farma Gardens 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 Farma Gardens shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in marijuana establishment agents’ files. Farma Gardens shall retain all training records for at least 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.

Farma Gardens LLC

Farma Gardens LLC

DIVERSITY PLAN

Farma Gardens LLC (“Farma Gardens” 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 Farma Gardens a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Town Specific Data - Rowley is a city in Essex County Massachusetts. According to Census.gov, Rowley has a population of approximately 6,473 people. According to the most recent ACS, the racial composition of Rowley was: 95.9% white, 1.2% Black or African American, and 0.8% Hispanic or Latino. 53.5% of the population in Rowley is female. Approximately 413 veterans reside in Rowley.

Farma Gardens’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 following goals for our staffing needs from individuals from the following groups:

- Veterans - 15%
- People with Disabilities - 10%
- LGBTQ+ - 10%
- Women - 50%
- Minorities - 10%

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 listed in Goal One, through both in-house hiring initiatives and annual advertisements in the *Newburyport Daily News* at least once a year and as frequently as needed as staffing needs dictate.

Metrics and Measurements for Diversity Goal One:

- Farma Gardens shall evaluate its personnel files on a semi-annual basis to determine how many employees are members of the groups listed in Goal One occupy positions within the company and that number shall be divided by Farma Gardens’s total staffing at its facility to determine the percentage achieved.

Goal Two: Enhance workforce diversity by contracting with diverse businesses. Farma Gardens will 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%

Farma Gardens LLC

Programs to Achieve Diversity Goal Two:

- Farma Gardens will make good faith efforts to employ contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a business from the categories above, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.
- Farma Gardens will seek 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.

Metrics and Measurements for Diversity Goal Two:

- Farma Gardens 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.

Farma Gardens’s staffing goals at our Establishment are objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions in the *Newburyport Daily News*.

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

Farma Gardens 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.

Farma Gardens 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.