



Massachusetts Cannabis Control Commission

Craft Marijuana Cooperative

General Information:

License Number: C0281297
Original Issued Date: 07/13/2021
Issued Date: 07/13/2021
Expiration Date: 07/13/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: High Dune Craft Cooperative LLC

Phone Number: 617-959-4923 Email Address: highdunellc@gmail.com

Business Address 1: 23 Old Bridge Rd.

Business Address 2:

Business City: Truro

Business State: MA

Business Zip Code: 02666

Mailing Address 1: PO Box 273

Mailing Address 2:

Mailing City: North Truro

Mailing State: MA

Mailing Zip Code: 02652

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Disability-Owned Business, Woman-Owned Business, Lesbian, Gay, Bisexual, and Transgender Owned Business, Veteran-Owned Business

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:

Percentage Of Control:

Role: Manager

Other Role:

First Name: David

Last Name: Krieger-DeWitt Suffix:

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

Person with Direct or Indirect Authority 2

Percentage Of Ownership:	Percentage Of Control:	
Role: Manager	Other Role: `	
First Name: Stephanie	Last Name: Rein	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: Some Other Race or Ethnicity		
Specify Race or Ethnicity: Eastern European		

Person with Direct or Indirect Authority 3

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

Person with Direct or Indirect Authority 4

Percentage Of Ownership:	Percentage Of Control:	
Role: Manager	Other Role:	
First Name: Peter	Last Name: Staaterman	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

Entity with Direct or Indirect Authority 1

Percentage of Control: 25	Percentage of Ownership: 25		
Entity Legal Name: Pure Joy, LLC	Entity DBA:	DBA City: Truro	
Entity Description: Farm			
Foreign Subsidiary Narrative:			
Entity Phone: 508-274-4715	Entity Email: DMcCulloch@muih.edu	Entity Website:	
Entity Address 1: 21-23 Old Bridge Road	Entity Address 2:		
Entity City: Truro	Entity State: MA	Entity Zip Code: 02666	
Entity Mailing Address 1: PO Box 545	Entity Mailing Address 2:		
Entity Mailing City: Truro	Entity Mailing State: MA	Entity Mailing Zip Code: 02666	
Relationship Description: Pure Joy is a Member of High Dune Craft Cooperative (HDCC). HDCC is comprised of 4 farms who each possess 25% ownership and control of the Co-Op.			

Entity with Direct or Indirect Authority 2

Percentage of Control: 25	Percentage of Ownership: 25
Date generated: 09/24/2021	

Entity Legal Name: Outer Cape Cannabis Connection, LLC		Entity DBA:	DBA City: Truro
Entity Description: Farm			
Foreign Subsidiary Narrative:			
Entity Phone: 617-959-4923	Entity Email: outercapecc@gmail.com	Entity Website:	
Entity Address 1: 29 Chestnut Lane		Entity Address 2:	
Entity City: Harwich	Entity State: MA	Entity Zip Code: 02645	
Entity Mailing Address 1: 29 Chestnut Lane		Entity Mailing Address 2:	
Entity Mailing City: Harwich	Entity Mailing State: MA	Entity Mailing Zip Code: 02645	
Relationship Description: Outer Cape Cannabis Connection (OCCC) is a Member of High Dune Craft Cooperative (HDCC). HDCC is comprised of 4 farms who each possess 25% ownership and control of the Co-Op.			

Entity with Direct or Indirect Authority 3

Percentage of Control: 25	Percentage of Ownership: 25		
Entity Legal Name: Out There Grown LLC		Entity DBA:	DBA City: Truro
Entity Description: Farm			
Foreign Subsidiary Narrative:			
Entity Phone: 508-237-2791	Entity Email: wormvalley@hotmail.com	Entity Website:	
Entity Address 1: 21-23 Old Bridge Road		Entity Address 2:	
Entity City: Truro	Entity State: MA	Entity Zip Code: 02666	
Entity Mailing Address 1: PO Box 688		Entity Mailing Address 2:	
Entity Mailing City: Truro	Entity Mailing State: MA	Entity Mailing Zip Code: 02666	
Relationship Description: Out There Grown is a Member of High Dune Craft Cooperative (HDCC). HDCC is comprised of 4 farms who each possess 25% ownership and control of the Co-Op.			

Entity with Direct or Indirect Authority 4

Percentage of Control: 25	Percentage of Ownership: 25		
Entity Legal Name: Longnook Artisan Growers LLC		Entity DBA:	DBA City: Truro
Entity Description: Farm			
Foreign Subsidiary Narrative:			
Entity Phone: 781-856-0513	Entity Email: pstaaterman@gmail.com	Entity Website:	
Entity Address 1: 6 Poms Lot Rd		Entity Address 2:	
Entity City: Truro	Entity State: MA	Entity Zip Code: 02666	
Entity Mailing Address 1: P.O. Box 774		Entity Mailing Address 2:	
Entity Mailing City: North Truro	Entity Mailing State: MA	Entity Mailing Zip Code: 02652	
Relationship Description: Longnook Artisan Growers is a Member of High Dune Craft Cooperative (HDCC). HDCC is comprised of 4 farms who each possess 25% ownership and control of the Co-Op.			

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Craig	Last Name: Milan	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Craig Milan has a minority ownership interest in and participates in decision-making for OCCC, one of the 4 member farms that comprise HDCC.		
Close Associates or Member 2		
First Name: Paul	Last Name: Mydelski	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Paul Mydelski has a minority ownership interest in and participates in decision making for OCCC, one of the 4 member farms that comprise HDCC		
Close Associates or Member 3		
First Name: Arthur	Last Name: Bosworth	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Arthur "Boz" Bosworth has a minority ownership interest in and participates in decision making for Out There Grown, one of the 4 member farms that comprise HDCC.		
Close Associates or Member 4		
First Name: Dilys	Last Name: Staaterman	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Dilys Staaterman has a minority ownership interest in and participates in decision-making for Longnook Artisan Growers, one of the 4 member farms that comprise HDCC.		
Close Associates or Member 5		
First Name: Peter	Last Name: Daigle	Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Peter Dangle has a minority ownership interest in and participates in decision-making for Pure Joy, one of the 4 member farms that comprise HDCC.		

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Craig	Last Name: Milan	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$150000 Percentage of Initial Capital: 16
Capital Attestation: Yes		

Individual Contributing Capital 2

First Name: David	Last Name: Krieger-DeWitt	Suffix:
Types of Capital: Other (Specify)	Other Type of Capital: Farm Equipment & Supplies	Total Value of the Capital Provided: \$300000 Percentage of Initial Capital: 32
Capital Attestation: Yes		

Individual Contributing Capital 3

First Name: Paul	Last Name: Mydelski	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$150000 Percentage of Initial Capital: 16
Capital Attestation: Yes		

Individual Contributing Capital 4

First Name: Debra	Last Name: Hopkins	Suffix:
Types of Capital: Land, Buildings, Other (Specify), Monetary/Equity	Other Type of Capital: Farm Equipment	Total Value of the Capital Provided: \$250000 Percentage of Initial Capital: 26
Capital Attestation: Yes		

Individual Contributing Capital 5

First Name: Arthur	Last Name: Bosworth	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$50000 Percentage of Initial Capital: 5
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 Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Outdoor

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft. Cultivation Environment: Outdoor

Total number of locations: 2

COOPERATIVE LOCATION

Owned Business 1

Location Address 1: 21 Old Bridge Road parcel #050-202

Location Address 2: 23 Old Bridge Road parcel #050-232-000

Location City: Truro

Location Zip Code: 02666

Approximate square footage of the location: 50000

Activities in this Location: Both

How many abutters does this property have?: 7

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

Owned Business 2

Location Address 1: 6 Poms Lot Road

Location Address 2: lot #46-238 and # 43-113

Location City: Truro

Location Zip Code: 02666

Approximate square footage of the location: 51000

Activities in this Location: Cultivation

How many abutters does this property have?: 20

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
Certification of Host Community Agreement	HDCC 1 page HCA.pdf	pdf	5d88f42cec06e10340d15532	09/23/2019
Community Outreach Meeting Documentation	CommOutreach1.pdf	pdf	5dac94560724b82ff99cd8dc	10/20/2019
Community Outreach Meeting Documentation	CommOutreach2.pdf	pdf	5dac9459b35b62300f5d816c	10/20/2019
Community Outreach Meeting Documentation	CommOutreach3.pdf	pdf	5dac945b572d3130006a3462	10/20/2019
Community Outreach Meeting Documentation	Banner Ad.pdf	pdf	5dac946073225f2fcd764bee	10/20/2019
Plan to Remain Compliant with	HDCC official remain compliant letter for	pdf	5e40368e1c3b1d04a32b19f8	02/09/2020

Local Zoning	ccc.pdf			
Plan to Remain Compliant with Local Zoning	HDCC compliant truro bylaws.pdf	pdf	5e4036ff7225f004696582e2	02/09/2020
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5ff74d0fb11eae07c3c58d8f	01/07/2021
Community Outreach Meeting Documentation	HDCC_Meeting_Waiver_Request_(1) copy.pdf	pdf	6013240891465f076d75dc45	01/28/2021

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	Plan to Positively Impact Disproportionately Harmed People REVISED.pdf	pdf	605b55c359735d07bd822cb9	03/24/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Owner / Partner Other Role:
 First Name: David Last Name: Krieger-Dewitt Suffix:
 RMD Association: Not associated with an RMD
 Background Question: no

Individual Background Information 3

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

Individual Background Information 4

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

Individual Background Information 5

Role: Manager **Other Role:**
First Name: Dilys **Last Name:** Staaterman **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 6

Role: Manager **Other Role:**
First Name: Arthur **Last Name:** Bosworth **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 7

Role: Owner / Partner **Other Role:**
First Name: Stephanie **Last Name:** Rein **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 8

Role: Owner / Partner **Other Role:**
First Name: Debra **Last Name:** Hopkins **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 9

Role: Manager **Other Role:**
First Name: Peter **Last Name:** Daigle **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) **Other Role:** Co Op Member
Entity Legal Name: Pure Joy, LLC **Entity DBA:**
Entity Description: Farm
Phone: 508-274-4715 **Email:** DMcCullouch@muih.edu
Primary Business Address 1: 23 Old Bridge Road **Primary Business Address 2:**
Primary Business City: Truro **Primary Business State:** MA **Principal Business Zip Code:**
02666
Additional Information: Pure Joy is one of 4 member farms in the High Dune Craft Cooperative. Each farm has 25% ownership in the Co-Op and a 1/4 voting interest.

Entity Background Check Information 2

Role: Other (specify) **Other Role:** Co Op Member
Entity Legal Name: Out There Grown, LLC **Entity DBA:**
Entity Description: Farm
Phone: 508-237-2791 **Email:** wormvalley@hotmail.com
Primary Business Address 1: 21 Holsbery Rd **Primary Business Address 2:**

Primary Business City: Truro

Primary Business State: MA

Principal Business Zip Code:

02666

Additional Information: Out There Grown is one of 4 member farms in the High Dune Craft Cooperative. Each farm has 25% ownership in the Co-Op and a 1/4 voting interest. Out There Grown will lease farming space from Pure Joy, LLC for the purposes consistent with this application.

Entity Background Check Information 3

Role: Other (specify)

Other Role: Co Op Member

Entity Legal Name: Outer Cape Cannabis Connection, LLC

Entity DBA:

Entity Description: Farm

Phone: 617-959-4933

Email: OutercapcCC@gmail.com

Primary Business Address 1: 29 Chestnut Lane

Primary Business Address 2:

Primary Business City: Harwich

Primary Business State: MA

Principal Business Zip Code:

02645

Additional Information: Outer Cape Cannabis Connection, LLC (OCCC) is one of 4 member farms in the High Dune Craft Cooperative. Each farm has 25% ownership in the Co-Op and a 1/4 voting interest. OCCC will lease farming space from Longnook Farm for purposes consistent with this application.

Entity Background Check Information 4

Role: Other (specify)

Other Role: Co Op Member

Entity Legal Name: Longnook Artisan Growers, LLC

Entity DBA: Longnook Farm

Entity Description: farm

Phone: 781-856-0513

Email: PStaaterman@gmail.com

Primary Business Address 1: 6 Poms Lot Road

Primary Business Address 2:

Primary Business City: Truro

Primary Business State: MA

Principal Business Zip Code:

02666

Additional Information: Longnook is one of 4 member farms in the High Dune Craft Cooperative. Each farm has 25% ownership in the Co-Op and a 1/4 voting interest. Cannabis activities consistent with this application will occur at 6 Poms Lot Road, a subdivision of land on Longnook Farm.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	HDCC revised Bylaws 12-03-19 .pdf	pdf	5e0a3b43fab70557127f03f8	12/30/2019
Department of Revenue - Certificate of Good standing	HDCC DOR good standing.pdf	pdf	5e4041d94dd5bb0494105bce	02/09/2020
Secretary of Commonwealth - Certificate of Good Standing	HDCC DUA ATTESTATION copy.pdf	pdf	60132a71de284b081c690973	01/28/2021
Secretary of Commonwealth - Certificate of Good Standing	HDCC_Good_Standing.pdf	pdf	6065e3d1d13a03079c5f994f	04/01/2021
Articles of Organization	Operating Agreement.pdf	pdf	6065e4ea15bf0e07a4ba865c	04/01/2021

No documents uploaded

Massachusetts Business Identification Number: 001320962

Doing-Business-As Name:

DBA Registration City: Truro

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	High Dune Craft Cooperative LLC Buisness Plan .pdf	pdf	5e18eb480aa7ba5339f6f1b3	01/10/2020
Proposed Timeline	HDCC revised operational timeline.pdf	pdf	5e40433d7b9883042b37162a	02/09/2020
Plan for Liability Insurance	Insurance Intent.pdf	pdf	6065e5a8d13a03079c5f9973	04/01/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	03 HDCC Storage Plan.pdf	pdf	5c115066868cbd200705de62	12/12/2018
Transportation of marijuana	04 HDCC Transportation Plan.pdf	pdf	5c1150751fb80f201103ce33	12/12/2018
Inventory procedures	05 HDCC Inventory Procedure.pdf	pdf	5c1150a87579041fd5c685b1	12/12/2018
Maintaining of financial records	209 HDCC Policies for Financial Records.pdf	pdf	5c1150d35e6ec11ff38113f7	12/12/2018
Record Keeping procedures	208 Updated HDCC Record Keeping Procedures.pdf	pdf	5dd9678274bb15534cd4ddb1	11/23/2019
Personnel policies including background checks	employee handbook HDCC .pdf	pdf	5e0a4639ef24345344e4fa0c	12/30/2019
Restricting Access to age 21 and older	218 - HDCC Restricting Access to Minors.pdf	pdf	5ff7550679776c07d15e812b	01/07/2021
Quality control and testing	206 HDCC Quality Control and Testing.pdf	pdf	5ff7558b36d86207eb969ab8	01/07/2021
Security plan	201 HDCC Security Plan & Procedure.pdf	pdf	5ff755a336d86207eb969abc	01/07/2021
Qualifications and training	211 HDCC Qualification & Intended Trainings.pdf	pdf	5ff7562289d382080d8ee2fe	01/07/2021
Policies and Procedures for cultivating.	213 - HDCC Cultivation Plan.pdf	pdf	5ffc8bfd60fc2607ca6ae7c7	01/11/2021
Types of products.	214 - HDCC Description of Products.pdf	pdf	5ffc8c5209cfae0810fd4498	01/11/2021
Production methods.	215 - HDCC Production Methods.pdf	pdf	5ffc8ca536d86207eb96a3e9	01/11/2021
Safety Plan for Manufacturing	216 - HDCC Future Safety Plan.pdf	pdf	5ffc8d11d18fa907c7d93932	01/11/2021
Samples of unique identifying marks for branding.	217 - HDCC Identifying Mark.png	png	5ffc8d37982b2307e1995088	01/11/2021
Energy Compliance Plan	213 - HDCC Cultivation Plan.pdf	pdf	5ffc8dd660fc2607ca6ae7d4	01/11/2021
Plan to Obtain Marijuana	215 - HDCC Production Methods.pdf	pdf	5ffc8df0b11eae07c3c596c4	01/11/2021
Diversity plan	Diversity Plan.pdf	pdf	6065e64fa9f50407ba30e7a0	04/01/2021
Prevention of diversion	Plan to Prevent Diversion.pdf	pdf	6065e67715bf0e07a4ba868a	04/01/2021

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

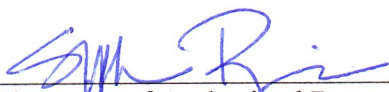
Monday From: 9:00 AM	Monday To: 6:00 PM
Tuesday From: 9:00 AM	Tuesday To: 6:00 PM
Wednesday From: 9:00 AM	Wednesday To: 6:00 PM
Thursday From: 9:00 AM	Thursday To: 6:00 PM
Friday From: 9:00 AM	Friday To: 6:00 PM
Saturday From: 9:00 AM	Saturday To: 6:00 PM
Sunday From: 9:00 AM	Sunday To: 6:00 PM

Host Community Agreement Certification Form

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

Applicant

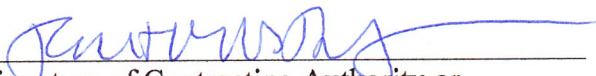
I, Stephanie Rein, (*insert name*) certify as an authorized representative of High Dune Craft Cooperative, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with The Town of Truro (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on August, 2019 (*insert date*).



Signature of Authorized Representative of Applicant
Stephanie Rein

Host Community

I, Janet Worthington, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Truro (*insert name of host community*) to certify that the applicant and Town of Truro (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on August 27, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, CRAIG S. MILAN, (insert name) attest as an authorized representative of HIGH DUNE CRAFT COOPERATIVE LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on OCTOBER 17, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on October 3, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on September 26, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on September 30, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

Provincetown Banner

Publication Logo
Apparatus

Publication Name:
Provincetown Banner

Publication URL:

Publication City and State:
Provincetown, MA

Publication County:
Barnstable

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:
201910110646477580480
1109317886

Notice URL:

[Back](#)

Notice Publish Date:
Thursday, October 03, 2019

Notice Content

PUBLIC NOTICE

To Whom It May Concern:

Notice is hereby given that High Dune Craft Cooperative is holding a Community Outreach Meeting on October 17, 2019 at 4:00pm at Truro Public Library, 7 Standish Way, Truro. There will be an opportunity for the public to ask questions.

P/T Banner 10/3/2019

CN13837336

[Back](#)

CLASSIFIEDS

WWW.PROVINCETOWN.WICKEDLOCAL.COM/LOCAL/CLASSIFIEDS

Zone).

ZBA 20-17

Application by **Eric Sussman**, on behalf of the **Town of Provincetown**, seeking a Special Permit pursuant to Article 3, Sections 3110, Change, Extensions or Alterations, and 3115, Demolition and Reconstruction, of the Zoning By-Laws to replace and relocate existing ticket booths located in pre-existing, non-conforming setbacks and for the re-configuration of traffic islands on the property located at **12 Winslow Street (Residential 3 Zone)**.

ZBA 20-18

Application by **Edward Trainor**, on behalf of **Steven Smith** seeking a Special Permit pursuant to Article 2, Section 2450, Permitted Accessory Uses, G12, Swimming pool of the Zoning By-Laws to install a swimming pool on the property located at **21 Kimberly Lane (Residential 1 Zone)**.

ZBA 20-19

Application by

PUBLIC HEARING

RECREATION COMMISSION

The **Provincetown Recreation Commission** will hold a **Public Hearing on Wednesday October 9th, 2019 at 5:30** Veterans Memorial community center, 2 Mayflower Street, Provincetown, MA 02657 to discuss and gather community input about the interim use of 382 Commercial Street. Including but not limited to interim rental use of the property, and the impact it will have on the Neighborhood.

Members of the public are encouraged to submit their comments in writing to: Recreation Commission, 2 Mayflower Street, Provincetown MA 02657, by noon on Monday, October 7th, 2019 or in person at the hearing.

David Oliver, Chairman
Recreation Commission
(BFM)

Posted Town Hall,
www.provincetown-

needs identified by the community by providing services to local residents, particularly those of low- and moderate-income and those who are uninsured or underinsured.

The Board of Selectmen established the John A. Henry Trust Fund to be used exclusively for the care of underprivileged children living in Provincetown.

Comments may be submitted in writing to the Human Services Committee, c/o Director of Human Services, 2 Mayflower Street, Provincetown, MA 02657, or in person at the hearing.

Donna Szeker,
Chairperson
Human Services
Committee

Posted: Town Hall,
www.provincetown-
ma.gov, 09/19/19,
11:00 am AR

Provincetown Banner
9/26/19, 10/3/19
CN13835450

PUBLIC NOTICE

VSF Announces Tourism Marketing Grant Opportunities for FY 2021

The Visitor Services Board is seeking grant proposals for events and marketing funding under the Tourism Fund for Fiscal Year 2021 (July 1, 2020 – June 30, 2021).

Proposals will be accepted from non-profit organizations, individuals, or businesses conducting an event, activity, or project located in the Town of Provincetown. Funding will be awarded to events promoting and enhancing the shoulder/winter-seasons. Matching Marketing Grants are also available for projects and programs which promote year-round tourism in Provincetown.

The applications will be available beginning October 1, 2019 and must be submitted by Monday December 2, 2019. All proposals must be made by

Article 4, Section 4010, Administrative Site Plan Review, of the Zoning By-Laws to remove and relocate ticket booths and reconfigure traffic islands on the property located at **19 Ryder Street Extension**.

PLN 20-10

Application by **Eric Sussman**, on behalf of the **Town of Provincetown**, requesting Administrative Site Plan Review pursuant to Article 4, Section 4010, Administrative Site Plan Review, of the Zoning By-Laws to remove and relocate ticket booths and reconfigure traffic islands on the property located at **12 Winslow Street**.

PLN 20-11

Application by **Christopher J. Snow, Esq.**, on behalf of **Green Harbor Dispensary, LLC**, seeking a Special Permit pursuant to Article 2, Section 2440, Permitted Principal Uses, B14, Marijuana Establish-ment, Retail, of the Zoning By-Laws to change the use of a

TRURO

PUBLIC NOTICE

To Whom It May Concern:
Notice is hereby given that High Dune Craft Cooperative is holding a Community Outreach Meeting on October 17, 2019 at 4:00pm at Truro Public Library, 7 Standish Way, Truro. There will be an opportunity for the public to ask questions.

P/T Banner 10/3/2019
CN13837336

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*You know
that noise
your heart
makes
when you*

HIGH DUNE CRAFT COOPERATIVE LLC
23 OLD BRIDGE ROAD
TRURO, MA 02652

February 7, 2020

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

RE: Application #CON281297/Plan to Remain Compliant with Local Zoning

To the Members of the Cannabis Control Commission:

Please be advised that the Town of Truro has enacted a bylaw entitled "Section 100-Regulation of Marijuana", a true copy of which is attached (the "bylaw"). Pursuant to Section 100.3 of the bylaw entitled "Eligibility", a marijuana craft cooperative can operate in the residential (R) district by obtaining a special permit and site plan review.

This will certify that all locations at which the High Dune Craft Cooperative LLC intends to operate are located in a residential (R) district within Truro, and that a special permit with a site plan review will be necessary for each such location. This will also certify that none of our locations of operation are located outside of the residential (R) district, and none of our locations of operation will require variances or any other type of extraordinary zoning relief in order to operate, other than the special permit and site plan review process described in the bylaw.

Finally, this will certify that we have no intention of conducting operations at any time in the future in any zoning district in which a marijuana craft cooperative is not permitted.

On Behalf of the High Dune Craft Cooperative LLC,


Stephanie Rein, Manager

HIGH DUNE CRAFT COOPERATIVE LLC
23 OLD BRIDGE ROAD
TRURO, MA 02652

February 7, 2020

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On Behalf of the High Dune Craft Cooperative LLC,

Stephanie Rein, Manager

TOWN OF TRURO



ZONING BYLAW SIGN CODE

Published by the Truro Planning Board

with amendments to:

Zoning Bylaw through Annual Town Meeting April 2019

Sign Code through Annual Town Meeting April 2019

Price: \$7.00

[The (month/year) are for reference purposes only]

SECTION 100

Regulation of Marijuana

§100.1 Purpose

The purpose of the marijuana bylaw is to provide for the regulation of Adult Use Recreational Marijuana Establishments (“RME”) and Medical Marijuana Treatment Centers (“MMTC”) in accordance with An Act To Ensure Safe Access to Marijuana, Chapter 55 of the Acts of 2017 (the “Act”), and all regulations which have or may be issued by the Cannabis Control Commission, including, but not limited to 935 CMR 500.00 and 935 CMR 501.00, in locations suitable for such uses, which will minimize adverse impacts of RMEs and MMTCs on adjacent properties, residential neighborhoods, schools and other sensitive locations by regulating the siting, design, placement and security of such uses.

§100.2 Definitions

Any term not specifically defined herein shall have the meaning as defined in M.G.L. c. 94I, §1 and 935 CMR 501.00 governing Medical Use Marijuana and M.G.L. c. 94G, §1 and 935 CMR 500.00 governing Adult Use Marijuana, as such statutes and regulations may from time to time be amended.

- A. Cannabis or Marijuana or Marihuana, means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana or Marihuana (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include: (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination; (b) hemp; or (c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.
- B. Canopy shall mean an area to be calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries, canopy may be noncontiguous, but each unique area included in the total canopy calculations shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedge rows, fencing, garden beds, or garden plots. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.
- C. Commission shall mean the Massachusetts Cannabis Control Commission established by M.G.L. c. 10, § 76, or its designee.
- D. Craft Marijuana Cooperative shall mean a Marijuana Cultivator comprised of residents of the Commonwealth and organized as a limited liability company, limited liability partnership, or cooperative corporation under the laws of the Commonwealth. A cooperative is licensed to cultivate, obtain, manufacture, process, package and brand cannabis or marijuana products to transport marijuana to Marijuana Establishments, but not to consumers.
- E. Marijuana Cultivator shall mean an entity licensed to cultivate, process and package marijuana, and to transfer marijuana to other Marijuana Establishments, but not to consumers.

- F. Marijuana Product Manufacturer shall mean an entity licensed to obtain, manufacture, process and package cannabis or marijuana products and to transfer these products to other Marijuana Establishments, but not to consumers.
- G. Marijuana Retailer shall mean an entity licensed to purchase and transport cannabis or marijuana product from Marijuana Establishments and to sell or otherwise transfer this product to Marijuana Establishments and to consumers. Retailers are prohibited from delivering cannabis or marijuana products to consumers; and from offering cannabis or marijuana products for the purposes of on-site social consumption on the premises of a Marijuana Establishment.
- H. Medical Marijuana Treatment Center Cultivation/Processing (“MMTCCP”) shall mean an entity registered by the Cannabis Control Commission that cultivates, possesses, transfers, transports and/or processes medical use marijuana or products containing medical use marijuana and related supplies to qualifying Medical Marijuana Treatment Center Dispensary/Retail.
- I. Medical Marijuana Treatment Center Dispensary/Retail (“MMTCDR”) shall mean an entity registered by the Cannabis Control Commission that acquires, transfers, transports, sells, distributes, dispenses, or administers medical use marijuana, products containing medical use marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers.
- J. Microbusiness means a colocated Marijuana Establishment that can be either a Tier 1 Marijuana Cultivator or Product Manufacturer or both, in compliance with the operating procedures for each license. A Microbusiness that is a Marijuana Product Manufacturer may purchase no more than 2,000 pounds of marijuana per year from other Marijuana Establishments.
- K. Parcel shall mean the location on which an RME or MMTC proposes to locate and may consist of multiple lots, as long as such lots are contiguous or adjacent, and are under common ownership. Each parcel shall be subject to Site Plan Review.
- L. Recreational Marijuana Establishment (“RME”) shall mean a Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Microbusiness, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business as such uses are defined in M.G.L. c. 94G, §1 or the Cannabis Control Commission Regulations 935 CMR 500.00, but shall not include a Medical Marijuana Treatment Center.

§100.3 Eligibility

USE	R	BP	NT6A	TC	NTC	Rt6	S	Limitation on total # of permitted Establishments
Marijuana Cultivator	SP ²	N	SP	N	N	SP	N	1
Medical Marijuana Treatment Center (cultivation only)	SP ²	N	SP	N	N	SP	N	1
Medical Marijuana Treatment Center (dispensary/retail)	N	N	N	SP	SP	SP	N	1
Marijuana Product Manufacturer	N	N	SP	N	N	SP	N	1
Independent Testing Laboratory for Marijuana	N	N	SP	N	N	SP	N	1
Marijuana Research Facility	N	N	SP	N	N	SP	N	1
Third-Party Marijuana Transporter	N	N	N	N	N	SP	N	1
Marijuana Retailer	N	N	N	SP	SP	SP	N	2
Marijuana Microbusiness	SP ²	N	SP	N	SP	SP	N	2
Marijuana Craft Cooperative	SP ^{1, 2}	N	SP	N	N	SP	N	1

R: Residential, BP: Beach Point Limited Business, NT6A: Route 6A, North Truro Limited Business, TC: Truro Center Limited Business, NTC: North Truro Center General Business, Rt6: Route 6 General Business, S: Seashore

N: Not permitted, SP: Permitted by Special Permit, P: Permitted

¹ The total number of parcels allowed to be utilized per Craft Marijuana Cultivator Cooperative licensee for Marijuana cultivation in the Residential District shall be limited to six (6).

² The initial special permit shall limit the amount of total canopy to a Tier 3 production level under 935 CMR 500.05 (20,000 sq. ft. or less) in the Residential District. Every year thereafter, the Craft Marijuana Cultivator Cooperative, MMTCCP or Marijuana Cultivator may apply to the Zoning Board of Appeals to modify the special permit to increase production levels one Tier per year to a maximum of Tier 8 production levels as established under 935 CMR 500.05 (70,000 sq. ft. or less) provided however (i) each licensee seeking to increase production levels must undergo additional Site Plan Review; and (ii) in no instance shall the Craft Marijuana Cultivator Cooperative, MMTCCP, or Marijuana Cultivator exceed the lot coverage and canopy limitations set forth elsewhere in this Bylaw. Cultivation in the Residential District is limited to parcels of 1.5 acres or more.

§100.4 Limitations

- A. All RMEs and MMTCs shall be required to first obtain Site Plan Approval followed by a Special Permit. The Site Plan Review authority shall be the Planning Board and Special Permit Granting Authority shall be the Zoning Board of Appeals. Site Plan Review shall be conducted by the Planning Board in accordance with §70 of this Bylaw and Special Permit applications shall comply with the requirements of §30.8 of this Bylaw. All RMEs and MMTCs shall conform to applicable state regulations as well as any additional requirements stated herein. A Craft Marijuana Cooperative shall obtain a single Special Permit and parcel specific Site Plan Review.
- B. Site Plan Review for marijuana cultivation in the residential district shall comply with the design criteria of §70.4(D). The Planning Board shall have the authority to waive specific design criteria.
- C. A Special Permit granted under this section shall have a term limited to the duration of the applicant's ownership or lease of the premises for an RME or MMTC, as licensed by the applicable Massachusetts licensing authority. Any new license for an existing RME or MMTC location or transfer of an existing license to a new owner of an RME or MMTC shall require a new Special Permit and shall meet all the requirements and limitations of this Bylaw.
- D. All Special Permit holders shall promptly advise the Zoning Board of Appeals, the Planning Board, and the Zoning Enforcement Officer of any modifications, amendments or changes to licensing rights, including changes in tiers of canopy cultivation, granted to the Special Permit holder by the Commission. In the event such modifications, amendments or changes, in the determination of the Zoning Board of Appeals or the Planning Board constitute a material change in the intensity of the use authorized under the terms of the Special Permit and the approved Site Plan, the Zoning Board of Appeals may require additional conditions to the Special Permit and the Planning Board may require further Site Plan Review and modifications.

§100.5 Applicability of Regulations

- A. The use of land for cultivation, production, processing, manufacturing, assembly, packaging, retail or wholesale sale, trade, distribution or dispensing of marijuana for commercial purposes is prohibited unless licensed by all applicable Massachusetts licensing authorities and permitted as a RME or MMTC under this section.
- B. The number of RMEs and MMTCs permitted in Truro shall be in accordance with the Use Table set out in §100.3, *supra*.
- C. Hours of operation for Recreational Marijuana Retailers and Medical Marijuana Treatment Centers shall not exceed the Alcoholic Beverages Control Commission (ABCC) maximum hours of operation for liquor licenses not to be drunk on premises pursuant to M.G.L. c. 138 §15, but may be limited by conditions of the Special Permit.
- D. Marijuana Retailers shall be located in structures without residences.

§100.6 General Requirements

- A. No RME or MMTC shall be located within 500 feet, as measured from each lot line of the subject lot, of the following pre-existing uses: Public or private schools providing education in grades K-12.
- B. The 500-foot buffer distance under this section shall be measured in a straight line from the nearest point of the property line in question to the nearest point of the property line where the RME or MMTC will be located.

- C. Applicants for an RME or MMTC shall provide the security plan approved by the Commission to the Police Chief, Fire Chief, Health Agent and Building Commissioner prior to the granting of a Special Permit.
- D. An executed Host Community Agreement shall be required prior to the granting of a Special Permit and Site Plan Approval for an RME or MMTC.
- E. No odor from marijuana cultivation, processing, manufacturing or retail may be noxious or cause a nuisance or danger to public health, or impair public comfort and convenience. Marijuana establishments shall incorporate odor control technology and safeguards to ensure that emissions do not violate Board of Health regulations adopted pursuant to M.G.L c. 111, §31C, including but not limited to those specified for odors.
- F. All business signage, marketing, advertising and branding shall be subject to the requirements promulgated by the Commission and the requirements of the Truro Zoning Bylaw and Sign Code. In the case of a conflict, the more restrictive requirement shall apply.
- G. The hours of operation of the RME and MMTC shall be set by the Zoning Board of Appeals, as a condition of the Special Permit.
- H. No RME or MMTC shall be located inside a mobile vehicle such as a trailer, van, or truck, unless operating as a licensed Marijuana Transporter. Craft Marijuana Cultivator Cooperatives, Marijuana Cultivators, MMTCs and Microbusinesses shall be allowed to utilize movable structures, except that natural screening, or other approved screening, shall be required as a condition of Site Plan Review, as necessary, to render such structures less visible from public or private ways or abutting properties. The number of movable structures shall be limited to no more than 2 per parcel unless additional containers are approved by the Planning Board in connection with Site Plan Review.
- I. No RME or MMTC shall be located inside a building containing transient housing such as motels or hotels.
- J. To ensure compatibility with the residential character of Truro, the use of greenhouses, defined to have walls and roofs constructed predominantly of glass or other transparent or translucent materials, are to be encouraged in lieu of other types of enclosed buildings for marijuana cultivation. The total aggregate floor area of all enclosed buildings used by a RME or MMTC within the Residential and NT6A Districts shall not exceed a floor area, as measured from the exterior faces of exterior walls, of 5,000 sq. ft. on a 2-acre lot, plus 500 sq. ft. for each additional contiguous acre of land, or minus 500 sq. ft. for each contiguous acre of land less than two acres, or as the case may be, where the square footage per acre specified above is pro-rated for a portion of an acre. Greenhouses and Gross Floor Area of any Dwelling Units shall be excluded from this floor area calculation. Building lot coverage for marijuana cultivation, including greenhouses and other similar structures, in the Residential and NT6A Districts shall not exceed 25% of the parcel's total gross square footage.
- K. The Planning Board, or the Zoning Board of Appeals, may impose on all applicants reasonable fees for the employment of outside consultants to review applications submitted in accordance with this section of the Bylaw and to assist with review of such plans and applications. The Planning Board may adopt administrative regulations governing Site Plan Review and the Zoning

Board of Appeals may adopt administrative regulations governing Special Permits, which shall be in addition to the requirements set out below.

§100.7 Application Requirements

The following submissions shall be required as part of a Site Plan Review application by the Planning Board:

A. Security Plan

1. The applicant shall submit a copy of its security plan, approved by the Commission as part of the issuance of a Provisional License, to the Police and Fire Departments for their review and approval prior to the issuance of Site Plan Approval.
2. The security plan shall be updated on an annual basis and any changes shall be reported to the Police and Fire Departments.
3. The security plan shall meet all security requirements of 935 CMR 500.110.

B. Resource Plan

1. All Marijuana Cultivators, including but not limited to Craft Marijuana Cooperatives and Microbusinesses, MMTCCPs, and Marijuana Product Manufacturers shall submit a resource use plan to the Planning Board outlining planned practices for use of energy, water, waste disposal and other common resources and to ensure there will be no undue damage to the natural environment.
2. The Resource Plan, if applicable, shall include an electrical system overview, proposed energy demand and proposed electrical demand off-sets, ventilation system and air quality, proposed water system and utility demand. The Planning Board may waive this requirement if it is determined that the scale and scope of the use does not require such review.

C. Traffic Study and Circulation Plan

1. The applicant shall submit a traffic circulation plan for the site to ensure the safe movement of pedestrian and/or vehicular traffic on site.
2. A traffic impact and access study shall be required for all Marijuana Retailers and MMTCDRs. The study shall be based on standard traffic engineering guidelines developed by the Massachusetts Environmental Protection Act (MEPA). The Planning Board may waive the requirement of a traffic impact study if, in the opinion of the Planning Board, a traffic impact study is not necessary to ensure safe movement of pedestrian or vehicular traffic on site.

D. In addition to the requirements of §70.4C and §30.8 all Site Plan Review applications and Special Permit applications shall include the following:

1. A copy of a Provisional License or Provisional Certificate of Registration from the State of Massachusetts as an RME under 935 CMR 500.00 or a MMTC under 935 CMR 501.00;
2. An executed Host Community Agreement;
3. A site plan showing existing conditions on the site and the boundaries of any proposed outdoor growing area;
4. Elevations of any proposed new construction for indoor growing and/or processing;
5. A plan of any new signage;
6. A narrative describing the management and general operation of the facility;
7. A security plan;
8. A fire protection plan (if applicable);
9. A table showing the use and square footage of all proposed buildings; and
10. A completed Special Permit or Site Plan Review application form.

§100.8 Additional Provisions Regarding Cultivation

- A. When indoor cultivation is proposed, existing buildings, barns, greenhouses, and containers shall be reused wherever possible. Any new construction that requires a building permit shall harmonize with nearby architectural styles to the greatest possible extent. The use of metal buildings or containers shall not be prohibited, however, reasonable natural screening, or other approved screening, may be required as a condition of the Special Permit or Site Plan Approval so as to render such structure less visible from adjacent public and private ways, and abutting properties.
- B. Security fencing, as required by the Commission, shall be as inconspicuous as possible and compatible with the surrounding neighborhood. In no case shall barbed wire topped fence or a similar style be permitted.
- C. All lighting shall comply with all Truro Bylaws and be shielded so as not to shed light onto adjacent properties. The Planning Board may require any artificial lighting system to employ appropriate components, including but not limited to LED components, equipped with deflectors in order to mitigate potential light pollution.
- D. The Planning Board shall include in its Site Plan Approval a mandatory condition of any cultivation activities, that sales, gifts or delivery of Marijuana or Marijuana products directly to the public shall be prohibited.
- E. In the case of Marijuana Cultivators, Craft Marijuana Cooperatives, or MMTCCPs, located in districts other than the Residential District, the Special Permit application shall specify the amount of canopy proposed to be cultivated on each parcel utilized by the applicant, and a limit on the amount of cultivation canopy may be imposed as a condition of the Special Permit. Any material change in the amount of cultivation canopy at each parcel shall be reported to the Zoning Enforcement Officer, the Planning Board and the Zoning Board of Appeals. For the purposes of this section, the term “material” shall mean an increase in canopy utilization of greater than fifty percent (50%) in a calendar year. In the event such change in canopy, in the determination of the Zoning Board of Appeals constitutes a change in the intensity of use authorized under the terms of the Special Permit, the Zoning Board of Appeals may require a modification of the Special Permit and the applicant shall be required to obtain a modification of the Site Plan Approval.

§100.9 Site Plan Review and Special Permit Criteria

- A. In addition to the Site Plan Review under §70 et. seq., and the Special Permit criteria under §30.8 the Planning Board and Zoning Board of Appeals, respectively, shall conduct all Site Plan Review and Special Permit determinations on a case-by-case basis, taking into consideration:
 - 1. The particular form of Marijuana activity proposed;
 - 2. The site location (including proximity of abutters, schools, or sensitive natural habitat) or historic properties identified in the Town’s inventory of historic resources;
 - 3. The traditional uses of the site and their similarity to or difference from the proposed activities; and
 - 4. The intensity of the proposed activities, including impacts on neighbors and the environment.
- B. In addition to the Site Plan review criteria set forth in §70.4(D), the following shall additionally apply to the Planning Board’s review of any RME and MMTC:
 - 1. The proposal shall provide for the protection of abutting properties and the surrounding area from detrimental site characteristics and from adverse impact from excess noise, dust, smoke, or vibration higher than levels previously experienced from permitted uses, and
 - 2. The proposal shall provide for structural and/or landscaped screening or buffers for storage areas, loading docks, dumpsters, rooftop or other exposed equipment, parking areas, utility

buildings and similar features viewed from street frontages and residentially used or zoned premises.

§100.10 Right to Appeal Site Plan Review Determinations

Any person aggrieved by a Site Plan Review Determination issued by the Planning Board under this Section may directly seek judicial review in accordance with M.G.L. c. 40A §17.

From: **Craig Milan** craigmilan58@gmail.com
Subject: Fwd: Notice
Date: November 12, 2020 at 1:46 PM
To: Erin S. Riley Erin.Riley@laylinestrategies.com, Paul Mydelski mydelskip@gmail.com

CM

----- Forwarded message -----

From: **Craig Milan** <craigmilan58@gmail.com>
Date: Thu, Sep 26, 2019 at 2:15 PM
Subject: Notice
To: <ntudor@truro-ma.gov>

Please post this message at town hall.

Notice is hereby given that High Dune Craft Cooperative is holding a Community Outreach Meeting on October 17, 2019 at 4pm at Truro Public Library, Standish Way, Truro.
There will be an opportunity for the public to ask questions.

Sent from my iPhone

--
Craig Milan
305-776-6516

Waiver Request Form

Instructions

Under 935 CMR 500.850, 501.850 and/or 502.700, an individual, entity, applicant, or licensee (“Requestor”) may request a waiver from compliance with a requirement mandated by the Cannabis Control Commission’s (Commission) regulations. This form shall be used for all waiver requests relating to adult-use regulations, medical-use regulations, or colocated marijuana operations regulations, with the exception of requests to waive Agent Registration CORI report requirements.

The Requestor must submit additional waiver requests for additional requirements—only one requirement may be waived per request form. If the Requestor is requesting a waiver from a requirement that applies to them by the adult-use, medical-use, and/or colocated marijuana operations regulations, and the requirement is the same for each regulatory scheme, they may use one form and state the appropriate provisions seeking to be waived. One form may be used if a licensee is requesting to waive the same requirement for multiple licenses.

Written documentation is required to evaluate the waiver request. The Requestor must specifically state the regulation(s) requested to be waived, the reason(s) why it should be waived, and explain why: (i) the waiving of this requirement will not pose a risk to the health, safety, or welfare of the public or patients; (ii) compliance would cause undue hardship to the requester; and (iii) the granting of the waiver would not constitute a waiver of any statutory requirements. If applicable, the Requestor may provide alternative compensating steps or features that will be utilized in lieu of the requirement. Once received by the Commission, your request will be evaluated.

The request must be filled out electronically and signed by the Requestor. If the Requestor is an entity, the form must be signed by an individual who has authority to act on behalf of the entity (“Requestor’s Representative”). Additional documentation may be submitted along with the request form as long as it directly addresses the requirement to be waived.

Once completed, the waiver form and any additional information should be combined into a single PDF document and emailed to Licensing@CCCMass.com.



Review

If the Requestor is a Medical Marijuana Treatment Center (“MTC”), Marijuana Establishment (“ME”), or Colocated Marijuana Operation (“CMO”), and is requesting to waive a security-related requirement, the Commission must notify the Host Community’s Chief Law Enforcement Officer of the request and give a 30-day period for the officer to respond. The Chief Law Enforcement Officer’s opinion will be considered in the Commission’s decision but will not be determinative factor.

Once the request has been evaluated by the Commission, the Requestor or the Requestor’s Representative will be notified.

I. Requestor Information

1. Requestor’s name *(if an entity, please state the legal name of the entity)*:

2. Requestor’s status:

- ☐ Applicant (MTC, ME, CMO)
- ☐ Licensee (MTC, ME, CMO)
- ☐ Registered Agent Applicant (ME, MTC, CMO)
- ☐ Registered Agent (ME, MTC, CMO)
- ☐ Qualifying Patient
- ☐ Personal Caregiver
- ☐ Certifying Health Care Provider
- ☐ Caregiving Institution
- ☐ Institutional Caregiver
- ☐ Other—please specify: _____

3. Requestor’s application/license/registration number(s) *(if applicable)*:



4. Requestor's contact information (*address, phone number, and email address*):

5. Requestor's Representative's name, relationship to Requestor, and contact information (*if applicable*):

II. Waiver Request Information

6. List the specific regulation(s), and associated regulatory cite(s), to be waived:



7. List the reason(s) why this regulatory requirement would cause an undue hardship and should be waived (*use additional documents/pages if needed—please appropriately reference addendums*):

8. List the alternative compensating policies, procedures, steps, features that will be utilized in lieu of the requirement if the waiver request is granted (*if applicable*):

9. In the opinion of the Requestor or its representative, if the Commission waives this regulatory requirement, will the waiving of this requirement pose a risk to the health or safety of consumers, patients, or the public (*please check one of the boxes below*)?

☐ Yes

☐ No



10. Please explain the reasons why the waiving of the requirement will not pose a risk to the health or safety of consumers, patients, or the public:

11. In the opinion of the Requestor or its Representative, is the requirement sought to be waived a statutory requirement *(please check one of the boxes and include any notations in the section below)*?

☐ Yes

☐ No



By signing this document, I affirm that all the information provided above is true and accurate. I understand that all requirements listed in 935 CMR 500.000, 501.000, and 502.000 (*where applicable*) must be complied with unless otherwise notified by the Commission. Failure of the Requestor or its Representative to fully complete this form may result in the denial of your waiver request.

Requestor or Requestor's Representative printed name:

Craig Milan

Requestor or Requestor's Representative signature:



Date of request:

11/10/20

Once completed, the waiver form and any additional information should be combined into a single PDF document and emailed to Licensing@CCCMass.com.



Rationale for Waiver Request:

High Dune Craft Cooperative (HDCC) is requesting a waiver of a portion of 935 CMR 500.101(1)(a)(9)(a) – the requirement that they list the address of the proposed marijuana establishment on the community outreach meeting notice. HDCC acknowledges that a procedural notation error was made, but emphasizes that the address issue was a good faith mistake made with the goal of engaging and reaching as many members of the town of Truro as possible.

HDCC has been working with the Truro community for more than 2 years to prepare for the opening of their Marijuana Craft Cooperative business. In addition to their required Community Outreach Meeting (held in 2019), they also held other meetings for the Truro community including a meet & greet in 2018.

When HDCC sent out notice of their Community Outreach Meeting they did not list a specific address for their co-op. Since HDCC is comprised of multiple farms, all in Truro, HDCC knew that the entire town of Truro was going to be impacted and, consequently, addressed their notice to the entire town as opposed to listing one of farms that serves as the headquarters for the co-op. The meeting was well attended, lasted more than 2 hours, and a video transcript was posted to social media. HDCC also welcomed additional community input after the meeting.

HDCC can attest that notice of the meeting was sent to be published in the Provincetown Banner (the local newspaper) as well as sent to all abutters of each farm, and Truro City Hall. They also published meeting details on social media. The meeting was picked up by all of the local news outlets and was extremely well attended by community members. Important local issues such as security, smell/sanitation, environmental issues, and property values were all discussed at length.

HDCC has also worked with the Truro community and publicly encouraged community input during each and every step of the process, including but not limited to: zoning bylaw changes, host community agreement, and now, local licensing. The members of the Co-Op, including a majority owner who is also a member of the Truro Selectboard, are confident that they have provided all residents of Truro with ample opportunity to weigh in and work with ownership on issues that may arise due to the nature of the business and/or the location of the farms.

HDCC feels very strongly that repeating this meeting would cause undue hardship because it would very likely create confusion within the Truro community where residents are all already under the understanding that HDCC is set to open upon licensure from the CCC and may not understand why the meeting is repeated.

HDCC is confident that it has worked diligently to ensure that the Truro community has been an integral part of the process and is also confident that every resident who has had a question or concern has had the opportunity to be heard and acknowledged.

HDCC Plan to Positively Impact Disproportionately Harmed People

HDCC's location in Truro, Massachusetts is unique in that it is more than 60 miles and approximately 90 minutes by car from Wareham, MA, the closest municipality that has been designated by the CCC as an area of disproportionate impact. This geography presents distinctive challenges for HDCC in its ability to positively impact areas of disproportionate impact, as it would be far too far away for most potential employees to commute to work. Since HDCC is a co-operative farm, very few positions will be able to be filled with employees who can telework.

Despite geographical challenges, HDCC's commitment to disproportionately harmed people is strong, so HDCC intends to focus more directly on helping individuals with past drug convictions and individuals with parents or family members with drug convictions in areas located closer to Truro and the farms.

Measurable Goals:

1) Hiring & Employment

- HDCC has set the goal to hire at least:
 - i. 2 individuals who have past drug convictions
 - ii. 1 individual who has a parent or spouse with a drug conviction
- To achieve this goal, HDCC will directly advertise monthly (unless no longer hiring due to full employment status) in local newspapers. The advertisements will articulate that HDCC is specifically seeking to employ individuals with past drug convictions and individuals with parents or a spouse with a drug conviction and that said individuals are encouraged to apply.
- HDCC will advertise in the following papers:
 - i. *The Cape Cod Times* (Hyannis)
 - ii. *The Provincetown Banner* (Provincetown)
 - iii. *The Wareham Week* (Wareham).

2) Sustainable Farming Education

- To further benefit the Cape Cod community as a whole, especially individuals who have been disproportionately harmed, HDCC will develop, advertise, and present an agriculturally focused seminar. This seminar will be available in person and open to any individual who has been disproportionately harmed. Specifically, the program will be targeted to encourage participation from the following groups:
 - i. Individuals from Wareham and other areas of disproportionate impact.
 - ii. Individuals with past drug convictions
 - iii. individuals with parents or spouses who have drug convictions
- The seminar will discuss:
 - i. HDCC's experience entering the cannabis industry as a co-op comprised of small vegetable farmers.
 - ii. Our cooperative business experience with tips for succeeding in farming
 - iii. Our sustainable sun grown growing techniques that people can apply to their own healthy home cultivation.

- HDCC will publish notice of the seminar online & in local newspapers:
 - i. The Cape Cod Times (Hyannis)
 - ii. The Provincetown Banner (Provincetown)
 - iii. The Wareham Week (Wareham).
- HDCC will and specifically note the following:
 - i. the seminar is targeted to individuals interested in farming of cannabis or other agricultural products
 - ii. The seminar will especially benefit individuals with past drug convictions, and individuals with parents or spouses who have drug convictions as farming is an industry that can be accessed by individuals with criminal records and these individuals could benefit economically from pursuing work in farming in the cannabis and non-cannabis industries.

Accountability:

HDCC will report annually to the CCC on the progress it has made in achieving each of these 3 goals. The report will include:

- the number of individuals hired who have a past drug conviction
- the number of individuals hired who have a spouse or parent with a past drug conviction.
- The total number of individuals hired
- The number of individuals who attended the seminar both in person and virtually

HDCC will adhere to the requirements set forth in 935 CMR 500.105(4) regarding permissible and impermissible advertising, branding, marketing, and sponsorship practices.

Any actions taken or programs implemented by HDCC will not violate the CCC's regulations with respect to limitations on ownership or control or other applicable state laws.

High Dune Craft Cooperative LLC Bylaws

The High Dune Craft Cooperative, LLC (HDCC) consists of Peter Staatterman of Longnook Artisan; David DeWitt & Craig Milan of Outer Cape Cannabis Connection; Arthur Bosworth & Stephanie Rein of Out There Grown; and John Hopkins, Debra Hopkins of Pure Joy Farm. The original Members consist the current Board of Directors. Each Farm has one Vote.

1. HDCC exists as an independent LLC cooperative based on the legal definition of a Craft Cooperative allowed by the Commonwealth of Massachusetts (name of law). Its primary function is to fulfill all requirements of said law in order for its members to cultivate, process, and market legal cannabis to any and/or all licensed buyers. The purpose of HDCC is to unite our resources to obtain a Craft Cooperative License or any other licenses in the state of Massachusetts to produce legal, high quality cannabis and cannabis products, to provide support to each other especially in the early stages of this new industry, and to create year-round jobs for our community. We value equality and respect, and we seek to create a just and healthy workplace.
2. HDCC is a voluntary organization open to all persons able to use HDCC's services and willing to accept the responsibilities of membership without gender, social, racial, ethnic, political or religious discrimination.
3. HDCC operates on a basis of unanimous consensus. Committed to a one vote-one member basis. Until further notice each member of the coop has one vote and all five original members make up the board for the foreseeable future. Membership is by cultivator, not by individual. If there are multiple individuals cultivating under one business they as a business are one member and have one vote. All decisions by vote through the board must meet a 100 percent consensus to act except for issues of membership termination (see below #12)
4. All potential new member to HDCC must be confirmed by unanimous consensus by the board of directors. HDCC will not be accepting new members until a future date to be determined due to the current application process for licensing and at that further time they must have unanimous consensus of the board of directors. Potential new members must do the following:
 - a. A Prospective Member must write a brief request to become a Member, explaining why they would like to become a Member.
 - b. A Prospective Member will need to fill out an application that will include submission of a business plan.
 - c. A Prospective Member will go through a thorough vetting prior to Board of Directors vote.

1. Members Vote to Accept Prospective Member: The board must unanimously vote to accept the Prospective Member as a new Member of HDCC. The vote shall be held without the Prospective Member in the room. If a board member votes "no," that board member must give a reasonable explanation for they're vote. If the reason is

an interpersonal conflict, and if 50% or more of the other Members request it, the board member who voted “no” shall attend one mediation session with the Prospective Member to attempt to resolve the interpersonal conflict. After the mediation, a second vote shall be held and the board member who voted “no” shall be given an opportunity to change their vote. If the vote remains “no,” then the Prospective Member will be contacted with the Boards decision.

d. Make a Capital Contribution: This contribution (?) will be based on the Board of Directors review of the Applicants business plan. A portion of the Capital Contribution will be in the form of a down payment that is non-refundable.

e. Receive a Membership Certificate and a Copy of the Current Operating Agreement: Once a Prospective Member meets all of the requirements listed above including acceptance of application in state of Massachusetts, the Collective shall give the Prospective Member a Membership Certificate and a copy of the current Operating Agreement. At this time, the Prospective Member shall officially become a Member of HDCC. The Membership Certificate shall acknowledge receipt of the Member’s Capital Contribution.

5. Members of HDCC contribute equitably and through consensus control the capital of the cooperative. A portion of that capital becomes property of the cooperative. A percentage (to be determined) of this capital may be reimbursed to members and any other capital will be invested in the coop (covering service operational costs). The percentage of capital reimbursed to members will be calculated on each member percentage contribution to each years revenue for the coop. An annual meeting by the board will determine allocations of revenue and reimbursement.
6. HDCC will produce multi branded (individual business) and coop branded products.
7. HDCC will provide education and training to their members, elected representatives, managers, and employees. Through education and transparency HDCC will inform the general public and opinion leaders about the nature, benefits, and long-term goals of HDCC.
8. HDCC is committed to service its members effectively by working together through local, regional, national, and international structures.
9. HDCC’s goal is to develop a sustainable model that exists as a benefit to local communities as well as setting a new example of the efficacy of small-scale cooperative business to the rest the nation. Our votes will reflect that pledge.
10. A percentage (?) of HDCC revenue shall be donated to independent organizations/research/institutions that promote social and economic equality in the emerging cannabis industry. These monies may also be donated to medical research that studies the health effectiveness of cannabis in treating chronic illnesses, cancer, or any other potential benefit. This percentage will be addressed at the end of each fiscal year.

11. HDCC members involved in cultivation will prescribe to HDCC Standards of Operation (SOP) based on organic growing practices including pest control, fertilization and general growing techniques to insure a chemical free product available to dispensaries and/or licensed buyers. This will be enforced by peer to peer consultation and periodic visit to each farm throughout the different stages of seed-to-sale. These measures will demonstrate the internal quality control mechanisms that will secure the success of HDCC as a whole.
12. Members may be eliminated from HDCC by consensus vote by board of directors. Grounds for elimination are repeat violation of HDCC bylaws (or laws that govern the craft cooperative license—if member is in violation of state law what is our role, is it our obligation to snitch?). A warning from the board members will be issued to a potential violating member by democratic vote by the board of directors, not a consensus vote. The member in question has the ability to change their indiscretions and become compliant with bylaws within 30 days of notification by the board of directors to avoid expulsion. Failure to act may result in termination by consensus vote by the board of directors.
13. HDCC public spokesperson should be elected/hired by the board and act as sole conduit between HDCC and the state, local municipalities, and any other inquiring individuals or organizations.
14. Members commit to sharing growing techniques and must exhibit due diligence in recording losses due to environment factors etc. This will insure an 75% sales rate of inventory and quality for all HDCC products.
15. At the inception of HDCC and until bylaws are amended, all members are responsible for their own branding and sales, however HDCC may help facilitate sales under the cooperative brand. If the coop must sell a member's product, it automatically becomes branded as coop brand and will be subject to a percentage fee (? %) to be determined for that service.
16. When a member cultivator reaches 50,000 square feet of canopy coverage, their status as members of the coop will be discussed by all members in open meeting as to whether they are to remain in coop or be recommended to apply for their own cultivator license. HDCC is committed to keeping the small-scale model of cultivation as a primary tenant of its foundation. The ultimate decision to recommend/encourage for the overall health of HDCC a member to apply for their own license will come from the board.
17. The annual membership fee regarding which tier and how members pay for their part of the tier will be determined by percentage of canopy each member wants to cultivate.
18. Non cultivation members will pay annual membership fees based on a percentage (?%) of gross revenue.
19. HDCC is committed to taking a cooperative approach to purchasing growing materials, infrastructure and any appropriate purchases for the members coop.

Last amended 10/28/2019



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HIGH DUNE CRAFT COOPERATIVE
23 OLD BRIDGE RD
TRURO MA 02666

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, HIGH DUNE CRAFT COOPERATIVE is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



**HIGH DUNE
CRAFT
COOPERATIVE**

23 OLD BRIDGE ROAD, TRURO, MA. 02666

To Whom It May Concern,

I, Craig Milan, representative and agent of High Dune Craft Cooperative ("HDCC"), hereby attest that HDCC has not yet hired employees and thereby is unable to register with the Massachusetts Department of Unemployment Assistance ("Department") at this time.

Additionally, I hereby attest that HDCC will register with the Department upon hiring an employee in accordance with 935 CMR 500.101(1) and all other relevant statutes and regulations.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Milan", is written over a horizontal line.

Craig Milan
Agent



William Francis Galvin
Secretary of the
Commonwealth

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

March 23, 2021

TO WHOM IT MAY CONCERN:

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

HIGH DUNE CRAFT COOPERATIVE LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 3, 2018**.

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

I also certify that the names of all managers listed in the most recent filing are: **STEPHANIE REIN, PETER STAATERMAN, CRAIG MILAN, DEBRA MCCULLOCH HOPKINS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **STEPHANIE REIN, PETER STAATERMAN, CRAIG MILAN, DEBRA MCCULLOCH HOPKINS, MICHAEL C. FEE ESQ.**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **STEPHANIE REIN, PETER STAATERMAN, CRAIG MILAN, DEBRA MCCULLOCH HOPKINS, MICHAEL C. FEE ESQ.**



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

**FIRST AMENDED OPERATING AGREEMENT OF
HIGH DUNE CRAFT COOPERATIVE, LLC**

THIS FIRST AMENDED OPERATING AGREEMENT is made and entered into as of the _____ day of November, 2019 by and among the HIGH DUNE CRAFT COOPERATIVE, LLC, a Massachusetts limited liability company (the "LLC" or "HDCC") and the individual(s) or entities listed on the signature page hereof (hereinafter referred individually to as a "Member" and collectively, together with any other person or entity who or which may become a party to this Agreement as hereinafter provided, the "Members").

WHEREAS, the LLC has been formed pursuant to the Massachusetts Limited Liability Company Act (the "Act") for the purposes and on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

1. Name. The name of the LLC is High Dune Craft Cooperative, LLC.
2. Formation. The LLC was formed upon the filing of the Certificate of Organization with the Secretary of the Commonwealth of Massachusetts on the 3rd day of April, 2018.
3. Term. The term of the LLC commenced on the date of filing the Certificate of Organization and shall continue until terminated by the affirmative vote of the Board of Managers.
4. Principal Place of Business. The principal place of business of the LLC is 23 Old Bridge, Truro, MA 02666. The principal mailing address of the LLC is P.O. Box 273, North Truro, MA 02652-0273. The LLC may relocate its place of business, or establish any other place or places of business, at any other place or places as the Board of Managers may from time to time deem advisable.
5. Resident Agent. The Resident Agent is Michael C. Fee, Esq., Pierce & Mandell, P.C., 11 Beacon Street, Boston, MA 02108.
6. Purpose. The LLC is formed for the purposes of conducting business as a "Craft Marijuana Cooperative", as that term is defined by G.L. C. 94G and 935 CMR 500.00 *et. seq.* The LLC shall enable its members to cultivate, process, and market legal cannabis to any and/or all licensed buyers in accordance with Massachusetts law. The LLC's Members shall endeavor to pool resources to obtain a Craft Marijuana Cooperative license, or any other required licenses in the Commonwealth of Massachusetts, produce legal, high quality cannabis and cannabis products, provide support to each Member especially in the early stages of this new industry, to create year-round jobs for our community. The LLC's Members value equality and respect, and seek to create a just and healthy workplace. The LLC is open to all persons able to use the LLC's services and

willing to accept the responsibilities of membership without gender, social, racial, ethnic, political or religious discrimination.

7. Liability of Members and Managers to Third Parties. Except as otherwise provided in the Act or in this Operating Agreement, no Member or Manager shall be obligated personally for any debt, obligation or liability of the LLC, whether arising in contract, tort or otherwise, solely by reason of being a Member or acting as a Manager of the LLC.
8. Management by Board of Managers. The business and affairs of the LLC shall be initially managed by a Board of Managers, which shall consist of all of the Members of the LLC. Except as otherwise expressly provided in the Act or in this Operating Agreement, the Board of Managers, and any Member the Board of Managers may appoint in writing, shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the LLC, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the LLC's business. No Member has any authority to act for, in the name of or on behalf of the LLC, or to do any act that would be binding on the LLC, or to incur any expenditure on behalf of the LLC, without prior written consent from the Board of Managers.
9. Persons Entitled to be a Director: The Board of Managers shall initially consist of the Members of the LLC who are signatories to this Operating Agreement. When possible, the Board will not have less than three managers, except that whenever there shall be only two Members of the LLC, the number of Managers shall be not less than two, and whenever there shall be only one member of the LLC, the number of Managers shall not be less than one. In the event of a vacancy in the Board of Managers, the remaining Managers, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled, if at all. The LLC shall hold Board of Manager elections every three (3) years so as to allow new Members to serve. The Board of Managers shall receive no compensation for their services.
10. Enlargement of the Board: There is no limit to the number of Members who may serve on the Board of Managers. The Board of Managers may elect additional Managers, however, only upon the unanimous consent of the then sitting Board of Managers.
11. Meetings: The Board of Managers shall hold at least one meeting during each fiscal year. Meetings of the Board of Managers may be held at such times and places within or without the Commonwealth of Massachusetts as the Board of Managers may fix from time to time and, when so fixed, no notice thereof need be given, provided that any Managers who are absent when such times and places are fixed shall be given notice of the fixing of such time and places. If in any year a meeting of the Board of Managers is not held at such time and place, any action to be taken may be taken at any later meeting of the Board of Managers with the same force and effect as if held or transacted at such meeting. Any action required or permitted to be taken at a meeting of the Board of Managers may be taken without a meeting, without prior notice and without a vote, if consent in writing, setting forth the action to be taken, is signed by all the Managers.

Such consent shall be filed with the books and records of the LLC and shall have the same force and effect as a unanimous vote at a meeting. The execution of such consent shall constitute attendance or presence in person at a meeting of the Board of Managers.

12. Special Meetings: Special meetings of the Managers may be held at any time and at any place designated in the call of the meeting, when called by a majority of the Members, reasonable notice thereof being given to each Manager by one of the Managers calling the meeting.
13. Unanimous Consensus: The LLC operates on a basis of unanimous consensus. Each Member of the LLC shall have one vote. Membership in the LLC is by cultivator or entity, and not by individual. For example, if there are multiple individuals cultivating under one business entity, the entity shall be considered to be one Member, and will accordingly only have one vote. All decisions by vote through the Board of Managers must be by unanimous consensus, except for issues of membership termination described below.
14. Operation of the LLC/Capital. Members of LLC shall contribute equitably, and through consensus, control the capital of the LLC. A portion of such capital shall become property of the LLC and invested toward service and operational costs. A percentage of such capital, as determined by the Board of Managers, may be reimbursed to Members. The percentage of capital disbursed to Members will be calculated on each Member's percentage contribution to each year's revenue for the LLC. At the annual meeting of the Board of Managers, the managers will determine allocations of revenue and reimbursement to each Member.
15. Members; Capital Contributions; Capital Accounts.
 - a. Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule A hereto. Additional capital contributions shall be made by each Member proportionately from time to time, as determined by the Board of Managers.
 - b. Except as otherwise provided in this Agreement, no Member shall be obligated or permitted to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or to be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.
 - c. A separate capital account shall be established for each Member, and shall be maintained in accordance with applicable regulations under the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such regulations, there shall be credited to each Member's capital account the amount of any contribution of capital made by such Member to the LLC, and such

Member's share of the net profits of the LLC, and there shall be charged against each Member's capital account the amount of all distributions to such Member, and such Member's share of the net losses of the LLC.

- d. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. No Member, in his, her or its capacity as a Member, shall have any liability to restore any negative balance in his, her or its Capital Account. In no event shall any Member, in his, her or its capacity as a Member, be personally liable for any liabilities or obligations of the LLC.
16. Return of Contributions. The contribution of each Member is to be returned to such Member only upon the termination and liquidation of the LLC, but contributions may be returned prior to such time if agreed upon by the Board of Managers.
17. Share of Profits and Other Items.
- a. The net profits, net losses, net cash flow and net proceeds of any sale or refinancing of any property of the LLC or upon liquidation of the LLC shall be allocated among the Members according to the Percentage Interests of each Member.
 - b. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the LLC's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.
18. Operation of LLC/Principles and Goals. The LLC will pursue the following goals and activities:
- a. The LLC will provide education and training to its Members and Managers, as well as elected and municipal officers, employees, and the public. Through education and transparency, the LLC will inform the general public and opinion leaders about the nature, benefits, and long term goals of the LLC.
 - b. The LLC will provide service to its Members by working together through local, regional, national, and international structures.
 - c. The LLC will strive to develop a sustainable model that exists as a benefit to local communities as well as setting a new example of the efficacy of small scale cooperative business to the rest the nation.

- d. A percentage of the LLC revenue shall be donated to independent organizations and research institutions that promote social and economic equality in the emerging cannabis industry. These monies may also be donated to medical research that studies the health effectiveness of cannabis in treating chronic illnesses, cancer, or any other potential benefits. The LLC will strive to donate 0.5% of its net income to local non-profits annually, however, the actual percentage of revenue to be donated will be determined at the end of each fiscal year by the Board of Managers.
 - e. The LLC will adopt a cooperative approach to purchasing growing materials, infrastructure and any appropriate purchases for its Members, to be determined by the Board of Managers.
 - f. The LLC will operate consistently with the Seven Cooperative Principles established by the International Cooperative Alliance in 1995.
19. Operations of the LLC/Practices and Procedures. Members and Managers of the LLC shall adhere to the following principles and practices:
- a. LLC Members practicing outdoor open air cultivation will adhere to the LLC's Standards of Operation ("SOP") based on sustainable growing practices, including pest control, fertilization and general growing techniques to insure a chemical free product suitable to dispensaries and/or licensed buyers. This will be enforced by peer to peer consultation and periodic visit to each farm throughout the different stages of the seed-to-sale process. These measures will demonstrate the internal quality control mechanisms that will secure the success of the LLC.
 - b. Members shall collaborate and share growing techniques, and shall exhibit due diligence in recording losses due to environment factors. This will insure an 75% sales rate of inventory and quality for all LLC products.
 - c. The LLC and the Members may produce both Member branded and Cooperative branded products. Initially, all Members shall be responsible for their own branding and sales expenses; however the LLC may help facilitate sales under the Cooperative brand, if authorized by the Board of Managers. If the LLC is requested or required to sell a Member's product, such product shall be branded under the Cooperative brand, and the same will be subject to a percentage fee to be determined for that service.
 - d. If and/or when a Member cultivator reaches 50,000 square feet of canopy coverage, their status as a Member of the LLC will be discussed by all Members in open meeting to determine whether the cultivator shall remain a Member of the LLC or required to apply for their own cultivator license. The LLC is committed to keeping the small scale model of cultivation as a primary tenet of operation. The ultimate decision to recommend, encourage, or require, for the overall health

of the LLC, a Member to apply for their own license will be determined the Board of Managers.

- e. The application fee regarding which tier and how Members pay for their part of the tier shall be determined by percentage of canopy each Member plans to cultivate. The first-year membership fee to the LLC will be determined by taking year one expenses and divide them equally amongst the Board of Managers. After year one the annual membership fee regarding which tier and how members pay for their part of the tier will be determined by percentage of canopy each member cultivates non cultivator members will pay a percentage of their gross income to be determined at a later date by the Board of Managers.
20. Member Removal. Members may be removed from LLC by a vote by Board of Managers. Grounds for removal include but are not limited to repeat violation of the LLC's rules and policies. Notwithstanding anything to the contrary set forth herein, the Board of Managers, by majority and not by a consensus vote, may determine whether a Member has violated the LLC's rules and policies. Upon such determination, the Board of Managers shall issue a written warning to the violating Member. The violating Member shall then have thirty (30) days to correct the identified violation(s) and come into compliance with the LLC's rules and policies. Failure to act in response to the written warning may result in termination of the Member's membership in the LLC, by majority vote by the Board of Managers. Upon such termination, the LLC shall notify the Cannabis Control Commission of the Member's removal.
21. Spokesperson. A public spokesperson for the LLC shall be elected and/or hired by the Managers, and such spokesperson shall act as sole conduit between the LLC and the state, local municipalities, and any other inquiring individuals or organizations.
22. Transfers of a Member's Interest.
- a. No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the written consent of the Board of Managers, and any purported assignment without such consent shall be null and void and of no effect whatsoever.
 - b. If any Member wishes to sell their membership interest, such Member may only sell such interest to the other Members, and such interest shall be divided equally among the then current Members of the LLC, unless the Board of Managers decided that such share should be distributed among other Members or a specific Member. The Board of Managers may also decide to permit the Member seeking to sell their membership interest to sell to a third-party that the Board of Managers unanimously approves.

23. Admission of Additional Members. All potential new member to the LLC must be confirmed by unanimous consensus by the Board of Managers. Potential new Members must do the following:
- a. Write a brief request to become a Member, explaining why they would like to become a Member.
 - b. Fill out an application that will include submission of a business plan. The application fee is \$1,500.00 and is non-refundable.
 - c. Submit to an interview by the Board of Managers.
 - d. The Board of Managers must vote to accept any new Member of the LLC in a private session. If a Manager votes “no,” he or she must give a reasonable explanation for their vote. If the reason is in conflict, and if 50% or more of the other Managers request it, the Manager who voted “no” shall attend one mediation session with the prospective or potential member to attempt to resolve the conflict. After the mediation, a second vote shall be held and the Manager who voted “no” shall be given an opportunity to change their vote. If the vote remains “no,” then the prospective member will be denied admission.
 - e. Any new Member must make a capital contribution the amount of which will be based on the Board of Manager’s review of the Applicant’s business plan and will be based on projected gross income.
 - f. Once a prospective member meets all the requirements listed above including acceptance of application in state of Massachusetts, the LLC shall give the prospective member a Membership Certificate and a copy of the current Operating Agreement. At this time, the Member shall officially become a Member of the LLC. The Membership Certificate shall acknowledge receipt of the Member’s Capital Contribution.
 - g. Membership Interests: Once a prospective member becomes a Member of the LLC, the new Member shall have an equal Membership Interest in the LLC, and, accordingly, the existing members of the LLC shall have their respective membership interests reduced on an equal basis to accommodate the new Member of the LLC.
24. Termination of Membership; Return of Capital. No Member may terminate his or her or its membership in the LLC or have any right to distributions respecting his or her membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth herein. No Member shall have the right to demand or receive property other than cash in return for such Member's contribution.
25. Books and Records; Bank Accounts.

- a. The LLC shall keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books. Upon written request by any Member made within thirty (30) days following the end of any fiscal year of the LLC, each Member shall be furnished with financial statements within 120 days after the end of such fiscal year which shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at his, her or its own expense, may cause an audit or review of the LLC books to be made by a certified public accountant of his, her or its own selection.
 - b. Such books shall be kept on the cash method of accounting, or on such other method of accounting as the Members may from time to time determine, and shall be closed and balanced as of December 31 in each year. The fiscal year of the LLC shall be the calendar year.
 - c. If possible, the LLC shall maintain one or more accounts in a bank (or banks) which is a member of the F.D.I.C., which accounts shall be used for the payment of the expenditures incurred in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the properties of the LLC, and shall be received, held and disbursed by the Members for the purposes specified in this Agreement.
26. Indemnity. Each Member, and the officers, managers and shareholders of any Manager or Member which is a corporation, shall be entitled to indemnity from the LLC for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them by this Agreement, and/or for any act omitted to be performed, except for their gross negligence or willful misconduct, which indemnification shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.
27. Miscellaneous.
- a. Subject to the restrictions on transfers set forth herein, this Operating Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors-in-title, heirs and permitted assigns; and each and every successor-in-interest to any Member, whether such successors acquires such interest by way of gift, purchase, foreclosure or any other method, shall hold such interest subject to all of the terms and provisions of this Agreement. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a Member who is such creditor of the LLC.

- b. No change, modification or amendment of this Operating Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members.
 - c. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.
 - d. This Operating Agreement may be executed in any number of counterparts, all of which together shall for all purposes constitute one Operating Agreement, binding on all the Members notwithstanding that all Members have not signed the same counterpart.
 - e. Any and all notices under this Operating Agreement shall be effective (i) on the fourth business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (ii) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, and if to a Member at the last address of record on the LLC books.
 - f. This Operating Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.
28. No Partnership Intended. The Members have formed the LLC under the Act and expressly do not intend hereby to form a partnership under any provision of the law of any State, including Massachusetts. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by words or action, represents to another person that any other Member is a partner or that the LLC is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

IN WITNESS WHEREOF, the undersigned has executed this Agreement effective as of the date first above written.

HIGH DUNE CRAFT COOPERATIVE, LLC, by its Members:

LONGNOOK ARTISAN GROWERS, LLC

By: Peter Staaterman
Its: Manager

OUTER CAPE CANNABIS CONNECTION, LLC

By: Craig Milan
Its: Manager

OUT THERE GROWN, LLC

By: Stephanie Rein
Its: Manager

PURE JOY FARM, LLC

By: Debra McCulloch Hopkins
Its:

SCHEDULE A

TO OPERATING AGREEMENT OF
HIGH DUNE CRAFT COOPERATIVE, LLC

The following schedule sets forth the schedule of members and their respective interests.

LONGNOOK ARTISAN GROWERS, LLC	25% Member Interest
OUTER CAPE CANNABIS CONNECTION, LLC	25% Member Interest
OUT THERE GROWN, LLC	25% Member Interest
PURE JOY FARM, LLC	25% Member Interest

All Members initial capital contribution is equal to \$100.00.

SCHEDULE B

BOARD OF MANAGERS

Peter Staaterman

Craig Milan

Stephanie Rein

Debra McCulloch Hopkins

Executive Summary

Opportunity

Problem

High Dune Craft Cooperative LLC (HDCC) is a Cannabis Cooperative formed to supply the Commonwealth of Massachusetts with indoor and outdoor recreational cannabis under the license of a Craft Marijuana Cooperative. HDCC will provide products of niche character to dispensaries in our geographic area. Because of commercial cannabis bans in many surrounding municipalities, HDCC is poised to be a major source of products for licensed commercial buyers in our area and in other parts of the Commonwealth. The predominance of the indoor industrial manufacturing models of most Cultivators creates a need for a more sustainable and naturally grown product as many consumers value a healthier grown product that does not harm the environment.

Solution

The existing infrastructure and skilled owners/managers of our small farms will help HDCC create a foothold in the industry by producing extremely high quality cannabis. With over 100 combined years of sustainable growing experience and system analysis and the use of diverse growing techniques, we will be able to supply a market with a year round product line ensuring our brand stays relevant. The location of our business will enable us to tap into both the tourist and local driven economy. Once the customer finds our brand they will recognize our product quality and search for it in adult use dispensaries. Similar to the craft beer model, our brand will become synonymous with quality, product safety and consistency.

Market

HDCC will target our sales to local Cape Cod dispensaries and other licensed buyers. It hopes to develop consistent demand for its products from local residents and the enormous tourist market during the summer months. HDCC will produce roughly 50% of its inventory in extracts, edibles and other cannabis infused products. The remaining 50% will be sold as hand trimmed flowers. Our diverse product line reflects the sales trends of existing retail dispensaries.

Competition

HDCC is poised to become one of the only sustainable outdoor/indoor cannabis growers in our area. This fact coupled with our familiarity of growing practices for over 100 combined years sets us apart from the average cultivator and gives us a sizable advantage for the following reasons.

- 1) Peer to peer oversight and quality control.
- 2) Small Batch producers have the ability to react swiftly to adverse conditions and maintain plant health through a coherent and effective SOP and IPM program.
- 3) Soil grown as opposed to the industrial models non-organic growth medium and hydroponics.
- 4) Coop based breeding programs will develop strains specific to the needs of our customers as well as conditioned to our environment and weather.
- 5) In house manufacturing and processing eliminates the "Middle Man" and allows us to offer our products at a very competitive price point.

Why Us?

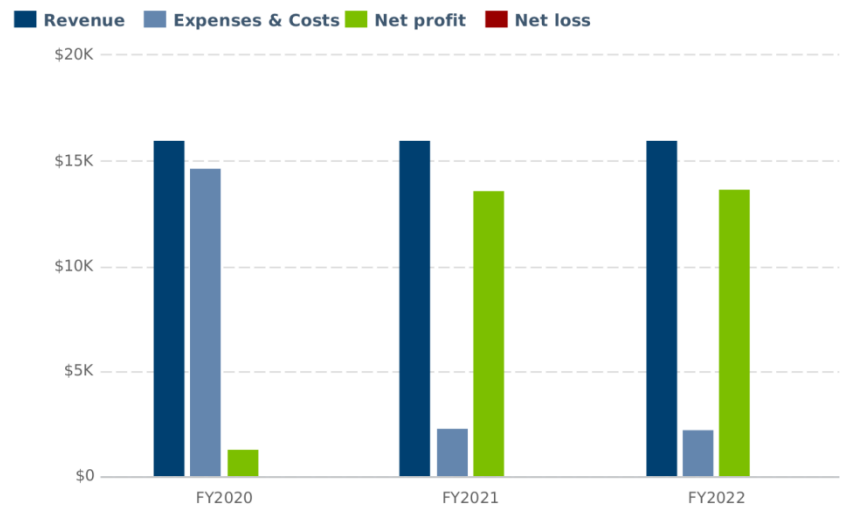
Experience is our biggest advantage. All our members have various expertise in this emerging industry. From ex-CEO , 30 plus year organic farmers, to social activists and nonprofit employees our coop members have the skill set and experience to make HDCC successful. HDCC bylaws were developed to reflect our commitment to a sustainable business model based on international norms.

Expectations

Forecast

HDCC plans to gross close to \$16, 000.00 in revenue in its first year. This amount in year one is based on members equal contributions to cover Cooperative expenses . After year one HDCC plans to grow at a modest 5% per year and hopes to increase capital contributions to a percentage of each farms gross revenue related to each farms canopy under production. With the addition of its own in house extraction services, HDCC's revenue will increase creating more income . As a cooperative, HDCC will function as a book keeping, sales, inventory management, and quality control epicenter. HDCC's gross revenue will be used to pay for administrative costs, fees and Host Community Agreements (HCA) not to exceed 3% of gross revenue. Beginning year two 75% of any net revenue will be invested back into HDCC and 25% of the net revenue will be divided equally back to its members at a ratio equal to their capital contributions.

Financial Highlights by Year



Financing Needed

There will be no need for High Dune Craft Cooperative LLC (HDCC) to raise funds from outside sources. HDCC financing will be generated by Coop members annual capital contributions.

Opportunity

Problem & Solution

Problem Worth Solving

The current cannabis production in the Commonwealth of Massachusetts is based on a industrial/manufacturing model often producing low quality products.

Our solution

Craft cannabis is grown using soil and the sun creating a product markedly different than the current cannabis available in the adult use markets. In addition Craft cannabis is grown using natural fertilizers creating a more sustainable product that works in unison with the environment. Craft cannabis has a much lower energy requirement than the current style of production today in the Commonwealth.

High Dune Craft Cooperative has strict bylaws regulating how its cultivation and processors members grow and manufacture their products. With peer to peer reviews each farmer and processor will be held responsible to adhere to stringent standards set forth by HDCC. HDCC will occupy the niche of "locally grown craft cannabis" in today's market by creating high end top shelf products offering the consumer high quality.

Target Market

High Dune Craft Cooperative LLC (HDCC) target markets are local and state wide adult use dispensaries, medical dispensaries, processors/manufacturers, medical research facilities, transportation companies licensed by the Cannabis Control Commission (CCC). Currently the cannabis supply in the Commonwealth is far less than the demand for a safe tested product. With under 30 dispensaries currently open for business the market is growing fast with many customers looking for the high end product that craft grown cannabis has to offer. Currently there are no Craft Cannabis Cooperative licensees issued by the CCC. HDCC plans on positioning themselves as a early player in this market space.

Competition

Current alternatives

There are no direct competitors outside of our cooperative members due to the fact that there have been no craft cooperative cannabis cultivation licenses issued. In the start up years, the main competition will come

from large indoor grow operations. We will differentiate ourselves from the big commercial grows as a craft producers of outdoor and indoor small batch organic cannabis. Using traditional processing & curing methods, our oil extract will also be small batch produced. We anticipate other small growers to enter the industry as time moves forward. Our intention is to be one of the first small craft cannabis cultivators in eastern Massachusetts branding ourselves into the marketplace when the industry begins to unfold.

Our advantages

By utilizing High Dune Craft Cooperative LLC (HDCC) existing farm's infrastructure, we will be able to produce our cannabis at a lower cost than the large commercial facilities. By producing small batch craft naturally grown cannabis, we can differentiate ourselves from our competitors who will be more reliant on chemical fertilizers to grow their products. Small Batch cultivation will allow us to dedicate a crop that has more trichome production . Utilizing the finest genetics to grow a crop that is higher in yield, mold resistant, and early flowering will cement us in an industry that is moving away from local small scale to large manufacturing products resulting in trichome loss and an overall reduction in quality.

Execution

Marketing & Sales

Marketing Plan

Due to fact that cannabis is illegal under Federal law, state governments and online advertising platforms are placing strict rules on how companies can market their products.

Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google prohibits ads that promote "substances that alter mental state for the purpose of recreation". Facebook restricts any "illegal, prescription or recreational drugs." Twitter bans illegal drugs as as substances that cause legal highs.

The Online Options for Advertising

The three (3) most effective strategies for legal marijuana companies are:

1. Direct Marketing at industry conferences and events,
2. Building communities around cannabis related concerns such as health and wellness
3. Aggregating online cannabis publishers such as:
 1. Mantis. Mantis provides alternative options for advertisers and reach 6M unique visitors each month.
 2. 420 Network
 3. 420 Click
 4. Women Grow
 5. Cannabrand is a full service cannabis branding agency dedicated to the marketing of cannabis products and services

Our main form of marketing will be reminiscent of the traveling salesman with the "human touch". Our marketing and advertising campaign will include:

- Meeting with whole buyers and dispensaries management regularly
- E-mail marketing
- Promotions through special platforms, including:
 - weedmaps.com
 - leafly.com
 - stickyguide.com
 - cannasaver.com
 - cannabiscouponcodes.com
 - weedealio.com
- Advertising and articles in industry magazines, including:
 - Dope
 - Cannabis Now
 - 420 Magazine
 - Marijuana Venture
 - MG Magazine
- Business events and conferences
- Business and industry associations
- Website development, branding development, SEO optimization, focusing on:
 - Keywords
 - Adding new content
 - improving link popularity
 -
- Summary: With the "human approach", we will go directly to the dispensaries and medical research facilities sampling our brand. Branding will be the backbone of our advertising. Our brand will become synonymous with high quality genetically diverse craft cannabis products focusing on dense trichome rich flowers and small extraction methods. Customer satisfaction will guide our marketing plan year to year.

Sales Plan

High Dune Craft Cooperative's sales plan will be based on close relationships with our customers and clients by keeping them abreast of products as they become available as well as taking advice from dispensary as to what products are in high demand. While HDCC will focus on regional buyers, it will also seek clients outside the area especially those involved in medical research.

HDCC will also explore the possibility of contracted orders that multiple members can contribute to producing. Through connections established by members of our cooperative, HDCC is excited to pursue this outlet for our products. HDCC will encourage its clients to preview upcoming products by visiting our members farms and become familiar with our growing, manufacturing and processing procedures.

HDCC also plans on keeping a visible presence at industry trade shows and related events which will allow HDCC to establish and maintain connections throughout the industry. Becoming known as a reputable source of craft cannabis products will insure our market share.

Operations

Locations & Facilities

HDCC's operations will maintain an office located at 23 Old Bridge Rd. All METRIC, sales and record keeping for products sold under the Cooperative brand will take place at this location. It will serve as the nexus for all four existing members.

HDCC member's facilities are located at these locations,

Out There Grown and Pure Joy Farm 23 Old Bridge Rd, Truro

Outer Cape Cannabis Connection 1 Noon's Height Rd, Truro

Longnook Artisinal Growers 9 Plompt's Way, Truro

Technology

HDCC will be using these forms of technology:

METRIC seed to sale software

Point of Sale Hardware

Computers/Internet service

Quickbooks Pro

Processing equipment

Security equipment

Safe

Milestones & Metrics

Milestones Table

Milestone	Due Date
Obtain a Craft Cannabis Cooperative Licence	May 01, 2020

Key metrics

Using traditional spreadsheets, profit and loss statements, balance sheets, forecasting software, and inventory database software we will be able to monitor our progress and key metrics. Insuring that HDCC cooperative members fulfill the CCC required sales of inventory.

Company

Overview

Ownership & Structure

High Dune Craft Cooperative is a Limited Liability Company. HDCC is a cooperative run business adhering the the "7 Principles " of a cooperative. The current members are the owners.

The following schedule sets forth the schedule of members and their respective interests.

LONGNOOK ARTISAN GROWERS, LLC	25% Member Interest
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OUTER CAPE CANNABIS CONNECTION, LLC	25% Member Interest
-------------------------------------	---------------------

OUT THERE GROWN, LLC	25% Member Interest
----------------------	---------------------

PURE JOY FARM, LLC	25% Member Interest
--------------------	---------------------

Team

Management team

BOARD OF MANAGERS

Peter Staaterman

Craig Milan

Stephanie Rein

Debra McCulloch Hopkins

Advisors

HDCC's Counsel

Michael C. Fee

Pierce & Mandell, P.C.

11 Beacon Street, Suite 800

Boston, MA 02108

(617) 720-2444

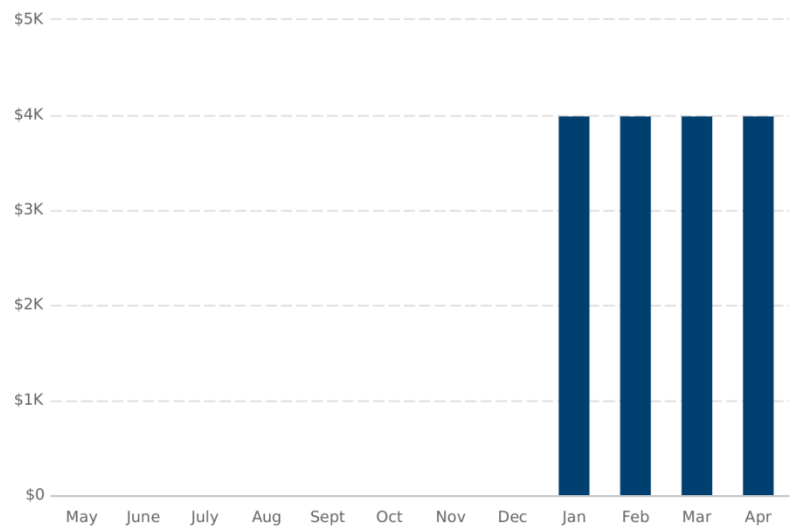
Financial Plan

Forecast

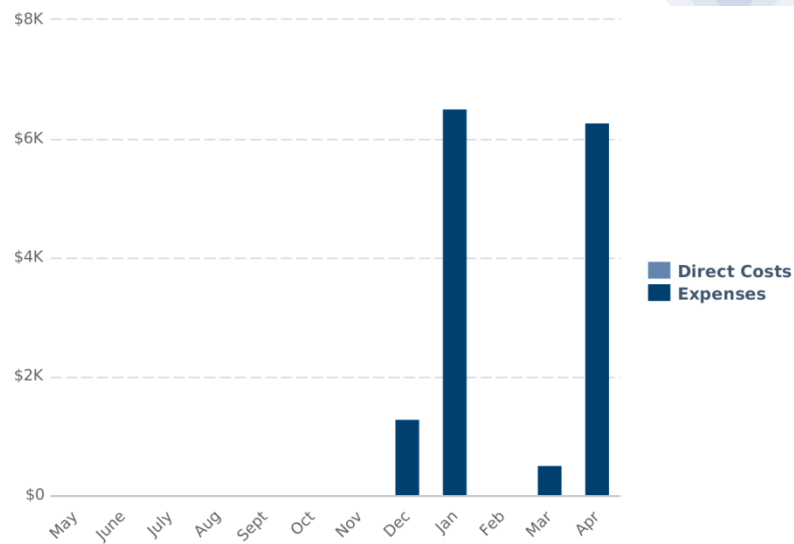
Key assumptions

High Dune Craft Cooperative LLC is a member driven company model after traditional agricultural cooperatives. Our financial values are based on actual numbers utilizing current agricultural inputs and assets. Cannabis plant production forecasts have come from industry consultants and years of personal experience growing and breeding cannabis.

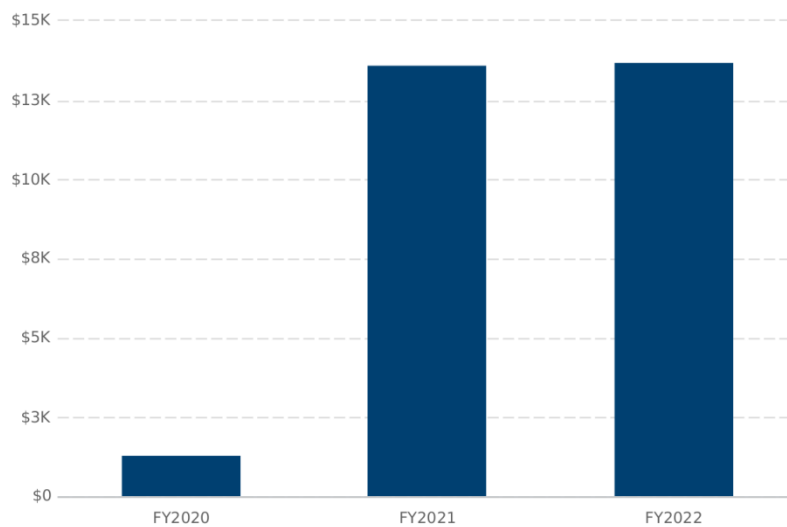
Revenue by Month



Expenses by Month



Net Profit (or Loss) by Year



Financing

Use of funds

The funds needed to run High Dune Craft Cooperative (HDCC) will be generated by its members annual capital contributions. HDCC will utilize funds to cover operating costs. HDCC will be purchasing a computer and METRIC software as well as a Point of Sale hardware. These will be the large capital

expenditures. The remainder of the funds will go to pay insurance and other annual business expenses such as fees and an escrow account.

Sources of Funds

High Dune Craft Cooperative will generate it's annual funds by members capital contributions.

Statements

Projected Profit and Loss

	FY2020	FY2021	FY2022
Revenue	\$16,000	\$16,000	\$16,000
Direct Costs			
Gross Margin	\$16,000	\$16,000	\$16,000
Gross Margin %	100%	100%	100%
Operating Expenses			
Insurance	\$3,500		
Office supplies	\$100		
CCC Tier Fee	\$2,500		
LLC annual filing	\$525		
Professional services (accountant)	\$500		
CCC application fee	\$300		
Escrow Account	\$5,000		
PO Box		\$68	
Logo Design	\$1,000		
Website	\$1,000		
Total Operating Expenses	\$14,425	\$68	
Operating Income	\$1,575	\$15,932	\$16,000
Interest Incurred			
Depreciation and Amortization	\$47	\$240	\$240
Gain or Loss from Sale of Assets			
Income Taxes	\$199	\$2,040	\$2,048
Total Expenses	\$14,671	\$2,348	\$2,288
Net Profit	\$1,329	\$13,652	\$13,712
Net Profit / Sales	8%	85%	86%

Projected Balance Sheet

	FY2020	FY2021	FY2022
Cash	\$175	\$15,907	\$29,867
Accounts Receivable	\$0	\$0	\$0
Inventory			
Other Current Assets			
Total Current Assets	\$175	\$15,907	\$29,867
Long-Term Assets	\$1,400	\$1,400	\$1,400
Accumulated Depreciation	(\$47)	(\$287)	(\$527)
Total Long-Term Assets	\$1,353	\$1,113	\$873
Total Assets	\$1,528	\$17,020	\$30,740
Accounts Payable	\$0	\$0	\$0
Income Taxes Payable	\$199	\$2,040	\$2,048
Sales Taxes Payable			
Short-Term Debt			
Prepaid Revenue			
Total Current Liabilities	\$199	\$2,040	\$2,048
Long-Term Debt			
Long-Term Liabilities			
Total Liabilities	\$199	\$2,040	\$2,048
Paid-In Capital			
Retained Earnings		\$1,328	\$14,980
Earnings	\$1,329	\$13,652	\$13,712
Total Owner's Equity	\$1,329	\$14,980	\$28,692
Total Liabilities & Equity	\$1,528	\$17,020	\$30,740

Projected Cash Flow Statement

	FY2020	FY2021	FY2022
Net Cash Flow from Operations			
Net Profit	\$1,329	\$13,652	\$13,712
Depreciation & Amortization	\$47	\$240	\$240
Change in Accounts Receivable	\$0	\$0	\$0
Change in Inventory			
Change in Accounts Payable	\$0	\$0	
Change in Income Tax Payable	\$199	\$1,841	\$8
Change in Sales Tax Payable			
Change in Prepaid Revenue			
Net Cash Flow from Operations	\$1,575	\$15,733	\$13,960
Investing & Financing			
Assets Purchased or Sold	(\$1,400)		
Net Cash from Investing	(\$1,400)		
Investments Received			
Dividends & Distributions		(\$1)	
Change in Short-Term Debt			
Change in Long-Term Debt			
Net Cash from Financing		(\$1)	
Cash at Beginning of Period	\$0	\$175	\$15,907
Net Change in Cash	\$175	\$15,732	\$13,960
Cash at End of Period	\$175	\$15,907	\$29,867

Appendix

Profit and Loss Statement (With monthly detail)

FY2020	May '19	June '19	July '19	Aug '19	Sept '19	Oct '19	Nov '19	Dec '19	Jan '20	Feb '20	Mar '20	Apr '20
Revenue												
membership contributions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$4,000	\$4,000
Total Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$4,000	\$4,000
Total Direct Costs												
Gross Margin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000	\$4,000	\$4,000	\$4,000
Gross Margin %	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%	100%
Operating Expenses												
Insurance												\$3,500
Office supplies												\$100
CCC Tier Fee												\$2,500
LLC annual filing									\$525			
Professional services (accountant)												\$500
CCC application fee								\$300				
Escrow Account									\$5,000			
PO Box												
Logo Design								\$1,000				

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Website									\$1,000			
Total Operating Expenses								\$1,300	\$6,525			\$6,600
Operating Income	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$1,300)	(\$2,525)	\$4,000	\$4,000	(\$2,600)
Interest Incurred												
Depreciation and Amortization				\$3	\$4	\$3	\$3	\$4	\$3	\$3	\$4	\$20
Gain or Loss from Sale of Assets												
Income Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20	\$519	(\$340)
Total Expenses	\$0	\$0	\$0	\$3	\$4	\$3	\$3	\$1,304	\$6,528	\$23	\$523	\$6,280
Net Profit	\$0	\$0	\$0	(\$3)	(\$4)	(\$3)	(\$3)	(\$1,304)	(\$2,528)	\$3,977	\$3,477	(\$2,280)
Net Profit / Sales	0%	0%	0%						(63%)	99%	87%	(57%)

	FY2020	FY2021	FY2022
Revenue			
membership contributions	\$16,000	\$16,000	\$16,000
Total Revenue	\$16,000	\$16,000	\$16,000
Total Direct Costs			
Gross Margin	\$16,000	\$16,000	\$16,000
Gross Margin %	100%	100%	100%
Operating Expenses			
Insurance	\$3,500		
Office supplies	\$100		
CCC Tier Fee	\$2,500		
LLC annual filing	\$525		
Professional services (accountant)	\$500		
CCC application fee	\$300		
Escrow Account	\$5,000		
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Logo Design	\$1,000		
Website	\$1,000		
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Operating Income	\$1,575	\$15,932	\$16,000
Interest Incurred			
Depreciation and Amortization	\$47	\$240	\$240
Gain or Loss from Sale of Assets			
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Balance Sheet (With Monthly Detail)

FY2020	May '19	June '19	July '19	Aug '19	Sept '19	Oct '19	Nov '19	Dec '19	Jan '20	Feb '20	Mar '20	Apr '20
Cash	\$0	\$0	\$0	(\$400)	(\$400)	(\$400)	(\$400)	(\$1,700)	(\$4,225)	(\$225)	\$3,775	\$175
Accounts Receivable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Inventory												
Other Current Assets												
Total Current Assets	\$0	\$0	\$0	(\$400)	(\$400)	(\$400)	(\$400)	(\$1,700)	(\$4,225)	(\$225)	\$3,775	\$175
Long-Term Assets				\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$1,400
Accumulated Depreciation				(\$3)	(\$7)	(\$10)	(\$13)	(\$17)	(\$20)	(\$23)	(\$27)	(\$47)
Total Long-Term Assets				\$397	\$393	\$390	\$387	\$383	\$380	\$377	\$373	\$1,353
Total Assets	\$0	\$0	\$0	(\$3)	(\$7)	(\$10)	(\$13)	(\$1,317)	(\$3,845)	\$152	\$4,148	\$1,528
Accounts Payable								\$0	\$0	\$0	\$0	\$0
Income Taxes Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20	\$539	\$199
Sales Taxes Payable												
Short-Term Debt												
Prepaid Revenue												
Total Current Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20	\$539	\$199
Long-Term Debt												
Long-Term Liabilities												

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Total Liabilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20	\$539	\$199
Paid-In Capital												
Retained Earnings												
Earnings	\$0	\$0	\$0	(\$3)	(\$7)	(\$10)	(\$13)	(\$1,317)	(\$3,845)	\$132	\$3,609	\$1,329
Total Owner's Equity	\$0	\$0	\$0	(\$3)	(\$7)	(\$10)	(\$13)	(\$1,317)	(\$3,845)	\$132	\$3,609	\$1,329
Total Liabilities & Equity	\$0	\$0	\$0	(\$3)	(\$7)	(\$10)	(\$13)	(\$1,317)	(\$3,845)	\$152	\$4,148	\$1,528

	FY2020	FY2021	FY2022
Cash	\$175	\$15,907	\$29,867
Accounts Receivable	\$0	\$0	\$0
Inventory			
Other Current Assets			
Total Current Assets	\$175	\$15,907	\$29,867
Long-Term Assets	\$1,400	\$1,400	\$1,400
Accumulated Depreciation	(\$47)	(\$287)	(\$527)
Total Long-Term Assets	\$1,353	\$1,113	\$873
Total Assets	\$1,528	\$17,020	\$30,740
Accounts Payable	\$0	\$0	\$0
Income Taxes Payable	\$199	\$2,040	\$2,048
Sales Taxes Payable			
Short-Term Debt			
Prepaid Revenue			
Total Current Liabilities	\$199	\$2,040	\$2,048
Long-Term Debt			
Long-Term Liabilities			
Total Liabilities	\$199	\$2,040	\$2,048
Paid-In Capital			
Retained Earnings		\$1,328	\$14,980
Earnings	\$1,329	\$13,652	\$13,712
Total Owner's Equity	\$1,329	\$14,980	\$28,692
Total Liabilities & Equity	\$1,528	\$17,020	\$30,740

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Cash Flow Statement (With Monthly Detail)

FY2020	May '19	June '19	July '19	Aug '19	Sept '19	Oct '19	Nov '19	Dec '19	Jan '20	Feb '20	Mar '20	Apr '20
Net Cash Flow from Operations												
Net Profit	\$0	\$0	\$0	(\$3)	(\$4)	(\$3)	(\$3)	(\$1,304)	(\$2,528)	\$3,977	\$3,477	(\$2,280)
Depreciation & Amortization				\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$3	\$20
Change in Accounts Receivable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Change in Inventory												
Change in Accounts Payable								\$0	\$0	\$0		\$0
Change in Income Tax Payable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20	\$519	(\$340)
Change in Sales Tax Payable												
Change in Prepaid Revenue												
Net Cash Flow from Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$1,300)	(\$2,525)	\$4,000	\$4,000	(\$2,600)
Investing & Financing												
Assets Purchased or Sold				(\$400)								(\$1,000)
Net Cash from Investing				(\$400)								(\$1,000)

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Investments Received												
Dividends & Distributions												
Change in Short-Term Debt												
Change in Long-Term Debt												
Net Cash from Financing												
Cash at Beginning of Period	\$0	\$0	\$0	\$0	(\$400)	(\$400)	(\$400)	(\$400)	(\$1,700)	(\$4,225)	(\$225)	\$3,775
Net Change in Cash	\$0	\$0	\$0	(\$400)	\$0	\$0	\$0	(\$1,300)	(\$2,525)	\$4,000	\$4,000	(\$3,600)
Cash at End of Period	\$0	\$0	\$0	(\$400)	(\$400)	(\$400)	(\$400)	(\$1,700)	(\$4,225)	(\$225)	\$3,775	\$175

	FY2020	FY2021	FY2022
Net Cash Flow from Operations			
Net Profit	\$1,329	\$13,652	\$13,712
Depreciation & Amortization	\$47	\$240	\$240
Change in Accounts Receivable	\$0	\$0	\$0
Change in Inventory			
Change in Accounts Payable	\$0	\$0	
Change in Income Tax Payable	\$199	\$1,841	\$8
Change in Sales Tax Payable			
Change in Prepaid Revenue			
Net Cash Flow from Operations	\$1,575	\$15,733	\$13,960
Investing & Financing			
Assets Purchased or Sold	(\$1,400)		
Net Cash from Investing	(\$1,400)		
Investments Received			
Dividends & Distributions		(\$1)	
Change in Short-Term Debt			
Change in Long-Term Debt			
Net Cash from Financing		(\$1)	
Cash at Beginning of Period	\$0	\$175	\$15,907
Net Change in Cash	\$175	\$15,732	\$13,960
Cash at End of Period	\$175	\$15,907	\$29,867

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Insurance Since 1947

03/05/2021

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

Subject: Insurance Coverages for
High Dune Craft Cooperative LLC
23 Old Bridge Rd.
Truro, MA 02666

To Whom it May Concern:

Please be advised that this agency represents the above referenced entity for the purposes of applying for and securing various insurance coverages for their cannabis related business exposures. We are in the process of applying for Commercial General Liability coverage, which will include the following limits of coverage:

Coverage	Limit
Each Occurrence Limit	\$1,000,000.
General Aggregate Limit	\$2,000,000.
Products & Completed Operations Limit	\$1,000,000.
Products & Completed Operations Aggregate	\$2,000,000.

We foresee no issues in obtaining the required limits of insurance for the above referenced entity prior to the approval of their license.

Should you have any questions, please feel free to reach me directly at mpscotti@scottiusa.com, or (781) 729-9200.

Sincerely,


Michael P. Scotti, CIC
President
Scotti Insurance Agency, Inc.
17 Mt. Vernon Street
Winchester, MA 01890
(781) 729-9200

HDCC Maintenance of Financial Records

All HDCC member locations will use Quickbooks for ease of integration into master system, unless a different method is as effective.

Financial records will be kept at member locations as well as an appropriate master financial record kept at HDCC headquarters.

All Records shall be legible and records shall be stored in a secured area where the records are protected from debris, moisture, contamination, hazardous waste, fire and theft.

HDCC Record Keeping Procedures

All in compliance with 935 CMR 500.105(8) and (9). All Records shall be legible, and records shall be stored in a secured area where the records are protected from debris, moisture, contamination, hazardous waste, fire and theft.

High Dune Craft Cooperative (HDCC) member locations are responsible for their own general record keeping. HDCC Headquarters will maintain financial records that must be updated monthly by member locations.

Each member location will use Quickbooks for seamless integration of member location systems with HDCC master system.

Records of HDCC and member locations will be available for inspection by the Commission, upon request during normal business hours. The records of HDCC and member locations 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:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale tracking records for all cannabis products as required by 935 CMR 500.105(8)(e);
- (d) The following personnel records:
 - 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - 2. A personnel record for each member location agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the HDCC members 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 they received said training and the topics discussed, including the name and title of presenters;
 - e. a copy of the application that the member location submitted to the Commission on behalf of any prospective Agent
 - f. of periodic performance evaluations;
 - g. a record of any disciplinary action taken.
 - h. notice of completed responsible vendor and eight-hour related duty training.
 - i. training records
 - 3. Staffing plan that demonstrates 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
- (e) Member farms business records will include a manual or computerized records:
 - 1. Assets and liabilities;
 - 2. Monetary transactions;
 - 3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - 4. Sales records including the quantity, form, and cost of marijuana products; and
 - 5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a HDCC member, including members of the nonprofit corporation, if any.
- (f) Waste disposal records as required under 935 CMR 500.105(12); and
- (g) Upon closure of a member location, all records must be kept for at least two years at the expense of the and in a form and location acceptable to the Commission.

High Dune Craft Cooperative

Truro MA, Cape Cod

EMPLOYEE HANDBOOK

Soil Sun Grown

Small Batch

Craft Cannabis

Updated: December 6, 2019

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Part 1– About the Company

PART 1 - Introduction

High Dune Craft Cooperative (HDCC) is a Craft Cannabis Cooperative located in Truro MA. Our Mission is to produce small batch soil/sun grown sustainable cannabis under the authority of the Massachusetts Cannabis Control Commission.

We believe a great company is made up of great people. We are committed to providing our employees with a safe work environment, a stable economic outlook, and the opportunities to achieve personal and professional fulfillment. We want you to be happy coming to work every day and to take pride in the importance of the function the company provides for its clients.

The objective of this Employee Handbook is to give you a thorough overview of policies, rules, and practices that will affect you as an employee of HDCC. It is organized in sections covering such matters as employment topics, general policies, employee conduct, benefits, time away from the office, and compensation issues. Discussed in these policies will be HDCC expectations of you with respect to professional and appropriate conduct and performance. It is our primary objective to provide a working environment that is conducive to both personal and professional growth. By consolidating this information in this Handbook, HDCC is encouraging consistent standards, expectations, and application of policies and practices across the organization. This Handbook describes many of your privileges and benefits as an HDCC employee. You are required to fully read, understand, and comply with all provisions of the Handbook. If for any reason you do not understand any portion of this Handbook, you must bring any and all questions to a manager for clarification.

Employee Handbooks are not always designed to handle unanticipated or unforeseen circumstances or problems that a changing company may encounter. As HDCC continues to grow and as laws change, the need to change or update the Handbook may arise. The policies and procedures described in this Handbook do not create any rights or obligations that differ from or exceed those created by law. HDCC reserves the right to change, modify, rescind, supplement, revise, or eliminate terms of the policies, rules, benefits and procedures summarized herein, at any time, with or without notice. If, however, HDCC decides to exercise its right to change the employee Handbook, all employees will be given notice of the change(s) and the effective date of implementation. HDCC retains the discretion to decide whether these policies and procedures apply to a specific situation, and how they should be interpreted.

All employees are expected to be familiar with all aspects of this handbook, even if a certain chapter or section does not apply to their primary job function at HDCC.

While this Handbook describes many important aspects of your employment with HDCC

it is not a promise or a contract of employment for any general or specific period of time. This Handbook does not alter the fact that employment by HDCC is at will and may be terminated by you or by the company at any time, and for any reason, with or without cause or notice. This Handbook supersedes all prior Handbooks, policies, memorandums or other communication of policy modifications, and all prior notices should be destroyed promptly.

The Handbook was created to be a guide for Managers/Supervisors and Employees. We have tried to communicate our basic philosophy – the moral and ethical principles and ideals that guide our business actions. Every employee in every position is a representative of HDCC and your words and deeds should reflect the things we strive to accomplish as a business.

WELCOME TO High Dune Craft Cooperative

As the Members of HIGH DUNE CRAFT COOPERATIVE I fully realize that our most valuable asset is you, our employees. To our current employees, this Handbook is intended to make your life easier and more pleasant. We cannot provide you with the support you need without us all "signing off on the same page." I encourage you to take the time and read the Handbook carefully. You will find the Handbook full of information that will make your work experience a positive and beneficial one. If you are a new employee, I welcome you to the HDCC. team.

Although your paycheck says HDCC at the top, our customers really provide your paycheck. Every cannabis business we have the privilege of serving is a precious commodity that we must protect. Referral business will allow us to grow and prosper. We must provide exceptional service and attention to each customer or potential customer and let each one know that we TRULY appreciate their business. Always remember that our customers may in the future have many choices in cannabis cultivators and processors and we should always thank them for choosing us.

I appreciate you all for your dedication to our team here at High Dune Craft Cooperative. Please accept our heartfelt thanks for all your hard work.

Sincerely,

Stephanie Rein

Founding
Member

Chapter 2 – General Policies and Procedures

PART 1 – Compliance

- A. HDCC will fully comply with all applicable state and federal laws relating to employment, including but not limited to medical, family or military leave; equal opportunity; safety; health; and laws that govern benefits and payroll. If you have any questions about a policy or its interpretation, please contact your immediate supervisor. Similarly, we expect our employees to comply with all laws applicable to their jobs and responsibilities. We also expect our employees to comply with HDCC's policies as a condition of their continued employment.
- B. All employees of HDCC are employed on an at-will basis. This means employees have the right to terminate their employment at any time, for any reason, and HDCC can also terminate the employment at any time with or without cause and with or without notice. This Handbook does not constitute a contract between HDCC and the employee. All policy statements, procedures, manuals or documents as well as statements by an employee or representative shall not in any way modify this at-will status.
- C. For every new employee, the Introductory Period of employment is an important stage for both you and HDCC. During this time, you can learn about HDCC your job, and your new surroundings. The Introductory Period is the first ninety (90) days of your employment.

During the Introductory Period, your manager will review your job performance, attendance, attitude, overall interest in your job, and other factors. Your manager will also evaluate your overall performance and make a decision concerning your continued employment. After you complete your Introductory Period, your manager will continue to review your overall job performance. Completion of the Introductory Period does not change your at-will employment status.

If for any reason you are absent from work during your Introductory Period, it is required that you submit a doctor's excuse to your manager. If, as a result of an illness or injury, you are absent from work for more than three days during your Introductory Period, HDCC may choose to extend your Introductory Period as necessary to give you an opportunity to demonstrate your ability to perform your essential job functions. In addition, if after the first 90-days of employment and based on your performance, your manager feels that you need additional training or more time for development to HDCC performance expectations, the Introductory Period may be extended to accomplish that goal. In either case, the length of the extension will be at your manager's discretion.
- D. Upon being hired at HDCC all employees will become either a

Regular Full-Time or a Regular Part-Time employee upon completion of the ninety (90) day introductory period. For the sole purpose of determining the allowance of certain benefits, employees are classified as:

- a. Regular Full-Time Employee -An employee who is scheduled to work an average of 40 or more hours per week on a regular and continuous basis. Regular full-time employees are eligible for the following benefits:
 - i. Paid Time Off (PTO)
 - ii. Sick Leave
 - iii. Health Insurance
 - iv. Retirement Plan
 - v. Bereavement Leave
 - vi. Jury Duty Leave
 - b. Regular Part-Time Employee -An employee who is scheduled to work less than an average of 40 hours per week. Regular Part-Time employees may be eligible for the following benefits on a prorated basis according to regularly scheduled hours worked:
 - i. Paid Time Off (PTO)
 - ii. Sick Leave
 - c. For payroll purposes employees will be classified as one of the following:
 - i. Exempt Employees - Certain employees such as executives and managers are paid on a salary basis for all hours worked. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds the normal workweek. No overtime pay will be paid to exempt employees.
 - ii. Non-Exempt Employees - All employees who are not identified as exempt employees are considered non-exempt employees. Non-exempt employees are eligible for overtime.
- E. All new employees must complete and sign Section One of federal Form 1-9 at the time of hire. HDCC will furnish new employees with this form. Employees are required to provide HDCC with documentation of identity and employment eligibility on or before their first day of employment. HDCC will only accept identity and employment eligibility documents as listed on Form I-9 that appear to be genuine (e.g. United States passport; birth certificate, etc.). Please note that employees who fail to present the required supporting documents will not be permitted to commence

employment.

PART 2 - Equal Employment Opportunity, Discrimination, And Sexual Harassment Policy

A. INTRODUCTION

It is the policy of HDCC to promote a professional and productive workplace in which all employees are treated with dignity and respect. Employees are expected to act in a positive manner and contribute to a productive work environment that is free from harassing or disruptive activity. Discrimination (including harassment), whether based upon race, color, gender, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, maternity or pregnancy, genetic information, active military status, or another basis prohibited under state or federal anti-discrimination statutes, will not be tolerated. To achieve our goal of providing a workplace free from discrimination, we have implemented the procedure described below to address any potential inappropriate conduct.

This Policy may apply to discrimination (including harassment) that occurs between co- employees that takes place outside the workplace (including, but not limited to, online conduct or conduct utilizing the internet or other electronic media). When the conduct complained of occurs outside of the workplace, HDCC may consider the following and other factors in assessing whether the conduct constitutes conduct in violation of this Policy:

- i. whether the event at which the conduct occurred is linked to the workplace in any way, such as at an HDCC sponsored function;
- ii. whether the conduct occurred during work hours;
- iii. the severity of the alleged outside-of-work conduct;
- iv. the work relationship of the complainant and alleged harasser, which includes whether the alleged harasser is a supervisor and whether the alleged harasser and complainant come into contact with one another on the job;
- v. whether the conduct adversely affected the terms and conditions of the complainant's employment or impacted the complainant's work environment.

Because HDCC takes allegations of unlawful discrimination and harassment seriously, we will respond promptly to complaints and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

Please note that while this Policy sets forth our goals of promoting a workplace that is free of discrimination and harassment, **the Policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the legal definitions of discrimination or harassment.**

B. Examples of Prohibited Discriminatory Behaviors

It is not possible to list all the circumstances that may constitute discrimination in violation of this Policy. Discrimination may take many forms, including both verbal and nonverbal behaviors. Prohibited behavior includes, but is not limited to, the following behaviors connected to someone's membership in one or more groups protected by law as noted in the first paragraph above: slurs or other derogatory comments; sharing demeaning pictures, cartoons, or jokes; demeaning gestures, and; any conduct constituting sexual harassment.

C. Definition of Sexual Harassment

In Massachusetts, the legal definition for sexual harassment is this:

"Sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

[a] submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or, (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment. The victim or complainant as well as the harasser may be male or female. The victim or complainant does not have to be of the opposite sex. The complainant does not have to be a person directly harassed but may be someone affected by the offensive conduct.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct, which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- Unwelcome sexual advances - whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences, and;
- Discussion of one's sexual activities.

All employees should take special note that, as stated below, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by HDCC.

D. Complaints of Sexual Harassment

If any of our employees believes that they have been subjected to sexual harassment, it is our Policy to provide the employee with the right to file a complaint with our organization. This may be done in writing or orally.

If you would like to file a complaint you may do so by contacting Cooperative representative Stephanie Rein at wormvalley@hotmail.com or 508-237-2791. If she is unavailable or if you prefer, you may file your complaint with Cooperative Member David DeWitt at outercapecc@gmail.com or 617-959-4923. These persons are also available to discuss any concerns you may have and to provide information to you about this Policy and our complaint process.

E. Sexual Harassment Investigation

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the

extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where appropriate we will also impose disciplinary action.

Given the sensitive nature of complaints of discrimination and/or harassment, all parties and witnesses in a complaint, as well as managers, supervisors, etc. who are aware of a complaint or investigation thereof, are strongly encouraged to maintain this information as confidential, so as not to negatively impact an investigation.

F. Complaints Concerning Other Forms of Discrimination and/or Harassment

Complaints alleging forms of discrimination and/or harassment, other than sexual harassment, will be processed in accordance with Sections D and E, above.

G. Retaliation

Any retaliation against an individual who has formally or informally complained about discrimination (including harassment) or has cooperated with an investigation of a discrimination complaint, is prohibited.

Retaliation can be overt or subtle. Retaliation may include, but is not limited to, treating a complainant or witness differently, more harshly or in a hostile manner; physical interference with movement such as blocking a path; derogatory comments or action which would tend to have a chilling effect on other complainants; sudden investigations of the complainant's private life, or; sudden strict enforcement of work rules. Retaliation in any form will not be tolerated.

H. Disciplinary Action

If it is determined that discrimination, harassment, retaliation, or other inappropriate conduct has been committed by one of our employees, HDCC will take such action as is appropriate under the circumstances. Such actions may include: counseling, informal or formal reprimands, written or verbal warnings, suspension, reduction in pay, reduction in duties, transfers, and other formal sanctions, **up to and including termination.**

I. State and Federal Remedies

In addition to the above, if you believe you have been subjected to unlawful discrimination and/or harassment, you may file a formal complaint with either or

both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC – 300 days; MCAD – 300 days).

1. The United States Equal Employment Opportunity Commission

John F. Kennedy Federal Building 475 Government Center
 Boston, MA 02203
 Phone: (800) 669-4000 TTY: (800) 669-6820

2. The Massachusetts Commission Against Discrimination

Boston Office One Ashburton Place Sixth Floor, Room 601 Boston, MA 02108 Phone: 617-994-6000 TTY: 617-994-6196	Springfield Office 436 Dwight Street Second Floor, Room 220 Springfield, MA 01103 (413) 739-2145
Worcester Office Worcester City Hall 455 Main Street Room 100 Worcester, MA 01608 (508) 799-8010 (508) 799-8490 – FAX	New Bedford Office 800 Purchase St., Rm 501 New Bedford, MA 02740 (508) 990-2390 (508) 990-4260 - FAX

J. Reasonable Accommodation

Employees seeking reasonable accommodations may submit their request in writing to Stephanie Rein at wormvalley@hotmail.com.

The Americans with Disabilities Act (ADA) requires employers to reasonably accommodate qualified individuals with disabilities. HDCC. will comply with all federal and state laws concerning the employment of persons with disabilities. HDCC. will not discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment. HDCC will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job. An individual who can be reasonably accommodated for a job without undue hardship will be given the same consideration for that position as any other applicant.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the

workplace—when such threat cannot be eliminated by reasonable accommodations—will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made regarding the employee’s immediate employment situation. Management is responsible for implementing this policy, including resolution of reasonable accommodation, safety and undue hardship issues when brought to their attention.

As used in this policy, “Disability” means a physical or mental impairment that substantially limits one or more major life activities of the individual; a record of such an impairment; or being regarded as having such an impairment. Major life activities include the following:

- In general—Major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating and working.
- Major bodily functions—A major life activity also includes the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine and reproductive functions.

In the event that an employee needs a reasonable accommodation to be made in order to perform their essential job functions, they are required to discuss their needs with management.

K. Equal Employment Opportunity Statement

High Dune Craft Cooperative will not discriminate in its employment practices, on the basis of race, color, gender, gender identity, national origin, religious creed, ancestry, age, sexual orientation, disability, maternity or pregnancy, genetic information, active military status, or another basis prohibited under state or federal anti-discrimination statutes. This shall include such areas as recruitment, selection/hiring, compensation and benefits, professional development and training, reasonable accommodation for disabilities or religious practices, promotion, transfer, termination, layoff, and other terms and conditions of employment.

PART 3 - Complaint Resolution

- A. Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, if a situation persists that an employee believes is detrimental to themselves or to HDCC the employee should bring the complaint to the attention of the appropriate parties by following the procedure as outlined below:
- First, discuss the problem with your manager. If, however, you do not believe a discussion with your manager is appropriate or you do not feel comfortable bringing the matter to their attention, you should contact Stephanie Rein or David Dewitt.
 - In an effort to resolve the problem, the facts will be considered, and a brief investigation may occur, in order to understand all perspectives of the problem. A response (written or verbal) to your complaint will be provided within ten working days of filing the complaint.
 - If you are not satisfied with the decision and wish to pursue the problem or complaint further, you may prepare a written summary of your concerns and request the matter be reviewed by company ownership. After full examination of the facts (which may include a review of the written summary of your statement, discussions with all individuals concerned, and further investigation, if necessary), you will normally be advised of their decision within fifteen working days. The decision made by Ownership shall be final.
- B. HDCC does not tolerate any form of retaliation against employees. The procedure should not be construed, however, as preventing, limiting, or delaying HDCC from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where HDCC management deems disciplinary action is appropriate.
- C. Disciplinary Action
- In the event that the investigation reveals that sexual harassment,

discrimination, or other inappropriate or unprofessional conduct (even if not unlawful) has occurred, further action will be taken, including disciplinary action, such as but not limited to reprimand, change in work assignment, loss of privileges, mandatory training or suspension and/or immediate termination, and such other possible actions described in the Employee Handbook. In addition, if during the process of investigating a complaint, the complainant is found to have fabricated, exaggerated, misrepresented or falsified facts of the complaint or circumstances which led to the complaint, disciplinary action can be taken against the complainant for filing a false grievance.

D. Confidentiality

All actions taken to investigate and resolve complaints through this procedure shall be conducted with as much privacy, discretion and confidentiality as possible without compromising the thoroughness and fairness of the investigation. All persons involved are expected to treat the situation with respect. To conduct a thorough investigation, the Investigator(s) may discuss the complaint with witnesses and those persons involved in or affected by the complaint, and those persons necessary to assist in the investigation or to implement appropriate disciplinary actions.

E. Investigations

Investigations will be handled by senior management or ownership. The senior operations manager and ownership is charged with investigating complaints of sexual harassment and discriminatory issues for HDCC and may be contacted to initiate an investigation. HDCC will reserve the right to retain the services of an outside investigator, if necessary. This policy and the complaint process outlined in this Handbook does not preclude the filing of a charge with the Equal Employment Opportunity Commission or any other state or federal agency.

F. Dispute Resolution

HDCC recognizes that there may be a circumstance wherein an employee is simply not satisfied with the final resolution of his or her problem. To promote the just, speedy and inexpensive resolution of any unresolved legal dispute between HDCC and an employee, any dispute of a legal nature (i.e., a dispute arising under federal, state or local law) will be submitted to mediation before any party may instigate a lawsuit, or an arbitration proceeding. The parties will agree on a mutually acceptable neutral third-party mediator. In the event the parties cannot agree on a mediator, the parties will seek judicial assistance for the appointment of a neutral mediator.

In addition to the above, employees who believe that they may have been subjected to sexual harassment or unlawful discrimination, may file a formal complaint with the local office of the EEOC or the Massachusetts Commission Against Discrimination.

It should be understood that using HDCC's complaint process does not prohibit an employee from filing a complaint with any agency, nor does this preclude the filing of a charge with any federal agency.

PART 4 - Safety

- A. SAFETY is the most important concern for all employees. In all decisions and actions, the safety of yourself, our customers, and the public at large should come above all other concerns.
- B. All employees agree to comply with all local, state, and federal laws always. HDCC is a drug and smoke free workplace.
- C. Employees grant permission to HDCC to run any background checks, CORI and SORI searches. Record searches on any employee at any time the employee is active with the company. The company will keep all this information confidential & private in accordance with the law.
- D. Employees must report to work and be fit for duty at all times. Employees are expected to be rested and alert, and to remain free of distraction at all times while working.
- E. HDCC does not allow fighting, threatening words or conduct, loud or abusive language, or any other actions that could harm a customer, fellow employee, or member of the public, regardless of where such words or actions occur. HDCC also prohibits employees and all other persons (other than law enforcement and authorized security personnel) from bringing firearms, ammunition, explosives, or other weapons of any kind onto HDCC occupied property and/or vehicles. This policy applies regardless of whether the employee is entitled to carry a concealed or non-concealed weapon by the law. Any violation of this policy may subject an employee to disciplinary action up to and including immediate termination.

PART 5- Communication

Excellent communication between all employees performing any job function for HDCC is of the utmost importance. Employees are expected to communicate thoroughly in all situations, always verifying that information is correct.

In addition to these tools, employees always have their personal smart phone, as required, as a backup form of communication. As with all operational matters, SAFETY should always be the top priority of all employees. Employees should remember that all technology runs into glitches and problems and that this is normal

PART 6 – General

- A. Employees agree to abide by any other company policy not mentioned in this agreement, whether written or verbally indicated to them. Employee understands that failure to comply with any of the rules, regulations, and expectations contained herein may result in immediate disciplinary action, up to including suspension or termination.
- B. All employees must have read and be fully understanding and aware of all regulations and rules pertaining to cannabis, including but not limited to the MA state law St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; and 935 CMR 500.000 Adult Use of Marijuana.
- C. HDCC is not liable for any federal law enforcement action brought against any employee as a result of their duties and/or employment with HDCC, as cannabis and cannabis products of any kind are illegal under federal law and scheduled as a Class I drug. Employees work for HDCC under their own risk as it relates to the federally illegal status of cannabis, and HDCC is not responsible for any legal or any other costs and/or damages arising from any federal law enforcement action against HDCC and/or any of its associates and/or employees.
- D. All employees must possess a functional and active modern personal SMART phone at all times, both on and off duty, while working as an employee for HDCC. Employees agree to be reachable by HDCC management 5 hours prior to any regularly scheduled shift in order to be available for any important messages etc. Employee agrees to return phone calls or messages from HDCC employees, including text messages, in a timely fashion within the 12-hour window. Employee is responsible for making sure their smart phone is charged adequately for an entire shift including potential overtime. Employees are fully responsible for all costs employed with their personal smart phone, including any replacement costs. Employees are expected to promptly repair a non-functional personal smart phone as soon as possible.
- E. All employees are responsible for making sure that the email address and phone number contained in their employee account is up to date at all times
- F. Employees will always wear the proper identification badge (ME Agent Card) at all times while working or performing company duties.
- G. Managers, or supervisors when a manager is unavailable, in consultation with company ownership, are the only ones that can cancel service due to inclement weather or other unforeseen circumstances. Employees are not authorized to cancel service for any reason.
- H. Unless specified otherwise in writing, all employees are hired and employed with the understanding that each workday will vary in duration and start time. Overtime hours beyond 40hrs per week, if required for operational reasons, may be required of any and all employees.

- I. Employees may not perform any outside work or take any employment outside of HDCC if it interferes in any way with the Employee's availability to work for HDCC. Employee's should inform management of any outside work or employment they plan to take on.
- J. Employees and/or marijuana establishment agents that engage in any of the following prohibited activities shall be immediately terminated:
 - a. Diversion of marijuana, which will also be reported to law enforcement officials and the CCC;
 - b. Engaging in unsafe practices with regard to the operation of HDCC, which will also be reported to the CCC; or
 - c. Has been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- K. EMPLOYEE SECURITY POLICIES
 - a. Employee safety is of the utmost importance. While every effort is made to have measures in place to keep employees personally safe and safe from crime, it is possible for employees to be targets in the performance of a crime by a perpetrator. Therefore, employees should carefully follow all company policies and procedures and always remain situationally aware and focused while on duty.
 - b. As part of initial and ongoing training, all employees will be trained in personal safety and crime prevention techniques.
 - c. Employees should ensure that all safety, communication, and security systems are functioning completely, including all backup systems.
 - d. Employees must be diligent in locking all doors and compartments and activating all alarms and safety/security features at any HDCC facility.
 - e. Subject to manager approval, employees may carry legal pepper spray and self-defense products so long as the employee is fully licensed to carry those products in Massachusetts and provides written proof of that authority granted to the employee to be added to the employee's personnel file.
 - f. In the event of a robbery or other similar event, employees should not resist in any way and should fulfill the demands of the perpetrators in order to minimize any human injury or casualty of any kind. Legal self-defense products should only be used as a last resort when the employee feels a definite and immediate threat to their or another person(s) physical safety.
- L. FACILITY SECURITY & RULES

- a. Employees will be granted access only to areas of the facility that their job requires them to access. Employees may not access areas of the facility they are not approved to access without managerial approval.
- b. Employees who are expected to open and close the facility each day will be granted unique codes to the alarm system. Employees or anyone wishing to enter the facility must be buzzed in by the supervisor on duty.
- c. All employees are to ensure that all exterior doors and windows are locked whenever they are the last one to leave the facility, and that the alarm is armed and active.
- d. Employees are expected to treat the facility in a professional manner and keep it clean and tidy at all times.
- e. Employees are not allowed to bring or invite non-employees to the facility without management approval.
- f. Employees are not allowed to smoke in the facility.
- g. Employees are not allowed to borrow or use any tools or equipment in the facility for personal reasons.
- h. Employees are expected to make sure to conserve energy and heat.

M. COMPANY COMPUTERS & COMPANY LOGINS

All employees must be mindful to keep company data of all kinds secure and confidential. For employees that utilize company computers and/or login online to any company account are expected to follow these rules:

- a. Never give your login information to anyone else, including other people in the company.
- b. Always use your correct assigned login.
- c. Change all passwords at least every 2 months, or more frequently as warranted.
- d. Use different passwords for all accounts.
- e. Do not write passwords down in an area where they are accessible to anyone but yourself at any time. It is highly preferred that employees use a digital password manager.
- f. Do not store passwords on company computers and always be sure to log off every time you are finished using a company computer.
- g. If an employee has a dedicated company computer that only they use then it must be password protected and in that case they may store passwords, but still must change them every 2 months.

N. RIGHT TO ACCESS COMPANY DATA

- a. Employees will deal with a variety of company data in the course of their work at HDCC. Employees are expected to only access company data when needed,

and even if the ability exists to do so, employees are not allowed to access data that is outside of their work purview or otherwise view or use data that they are not supposed to access. If an employee has any question about whether they are allowed to access certain company data, they should ask a manager.

- O. All employees should be aware that there is a zero-tolerance policy at all levels of the company for dishonesty, theft, and/or unethical behavior.
- P. All employees may be called upon from time to time to perform duties that they are not usually assigned to do and outside of their normal job description, so long as the employee is properly qualified and trained to do so.
- Q. All employees are expected to report violations by another employee of any aspect of this handbook (and/or other company rule or law) to management promptly. Confidentiality will be maintained whenever possible and appropriate. Employees who knowingly withhold such information on other employee's detrimental behavior could be held accountable themselves by not reporting the matter to management.

R. PERSONNEL FILES

- a. HDCC maintains a personnel file (virtual and hardcopy) on each employee. These files contain documentation regarding all aspects of the employee's tenure with HDCC, including but not limited to documents such as performance appraisals, disciplinary warning notices, letters of commendation, changes of personal information, etc. An employee may review their personnel file on an annual basis. If an employee is interested in reviewing their personnel file, you should contact management to schedule an appointment.
- b. It is an employee's right to request a copy of any document in their personnel file which they have signed; however, if an employee's signature does not appear on a document in their personnel file, they will not be permitted a copy of that document, as those documents are deemed to be the property of HDCC. This would include any disciplinary documentation that an employee has refused to sign.
- c. Personnel files may be reviewed by the employee, the employee's manager, or Ownership. All files must be reviewed within the confines of the facility with management present – no personnel files will leave the office area, except at the request of senior management.
- d. To ensure that the personnel file is up to date at all times, notify management of any changes in your name, home address, marital status, number of dependents, scholastic achievements, individuals to notify in case of an

emergency, and so forth. It is the employee's responsibility to keep the personal information in their personnel file current at all times.

S. PERFORMANCE REVIEWS AND EVALUATIONS

- a. To ensure that each employee performs their job to the best of their ability, it is important that they be recognized for good performance and that they receive appropriate suggestions for improvement when necessary. All employee's performance will be reviewed on the following schedule:
 - All new employees will have a review completed that assesses their first 90-days with the company. This review should be written and can be a very brief summary of the employee's strengths, as well as any suggestions for improvement that may have been observed by supervisors. This evaluation will be conducted after the employee has been at HDCC for approximately 90-days and the review will be made a part of the employee's personnel file.
 - All employees who have been with the company for one full year should receive a formal written performance appraisal that will be made a part of their personnel file. This performance review will usually occur on or around the employee's anniversary date or at a date agreed upon with their manager during the last performance review.
- b. All employees should receive a written evaluation of their performance at least once annually, which is generally conducted around the employee's anniversary date. Some managers may choose to evaluate more frequently, which is their prerogative to do so. However, those on-going evaluations may or may not be written. If, however, the manager provides a written evaluation, the employee is requested to sign it and be given a copy. The original will become a part of the employee's personnel file.
- c. A performance review/evaluation is not a contract or a commitment to provide a salary or other form of compensation adjustment, a promotion, a bonus, or even continued employment. Performance evaluations will be based on your overall performance in relation to your job responsibilities, the quality of your work, and meeting goals established by management. They will also take into account your conduct, demeanor (attitude), appropriate interaction with co-workers, clients and/or patients, and records of attendance and tardiness.

PART 9 – Personal Appearance and Hygiene

HDCC professional atmosphere is maintained, in part, by the image we present to our customers. We expect all employees to present a neat, well-groomed

appearance, and a courteous disposition. These qualities go further than any other factors in making a favorable impression on the public and your co-workers.

PART 10 – Social Media Policy

- A. At HDCC we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.
- B. This policy applies to all employees and contractors who work for HDCC or one of its subsidiary companies.
- C. Guidelines - In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not employed or affiliated with HDCC as well as any other form of electronic communication. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of HDCC or HDCC's legitimate business interests may result in disciplinary action up to and including termination.
- D. Know and follow the rules - Carefully read these guidelines and the HDCC Discrimination & Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination. **HIGH DUNE CRAFT COOPERATIVE, HDCC OPERATIONS, HDCC EMPLOYEES, HDCC CUSTOMERS, OR ANY OTHER HDCC BUSINESS OF ANY KIND WHATSOEVER. Essentially, HDCC or any direct or indirect reference to HDCC by any employee is forbidden on social media. Do not include HDCC as your employer on social media or make any reference to HDCC being your employer. WHEN IN DOUBT, DO NOT POST. There is a zero tolerance policy for violation of this rule.**
- E. Using social media at work – No HDCC employee may ever use social media for personal reasons while on duty. Additionally, do not use HDCC email addresses to register on social networks, blogs or other online tools utilized for personal use.
- F. Retaliation is prohibited - HDCC prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.
- G. Media contacts - Employees should not speak to the media on HDCC behalf without contacting HDCC management. All media inquiries should be directed to them.

- H. For more information - If you have questions or need further guidance, please contact company management.

PART 11 - Cori (Criminal Offender Record Information) Policy

All employees will be subject to pre-employment and ongoing background check screening.

This policy is applicable to the criminal history screening of prospective and current employees, subcontractors, volunteers and interns, professional licensing applicants, and applicants for the rental or leasing of housing.

Where Criminal Offender Record Information (CORI) and other criminal history checks may be part of a general background check for employment, volunteer work, licensing purposes, or the rental or leasing of housing, the following practices and procedures will be followed.

A. CONDUCTING CORI SCREENING

- a. CORI checks will only be conducted as authorized by the DCJIS and MGL c. 6, §. 172, and only after a CORI Acknowledgement Form has been completed.
- b. If a new CORI check is to be made on a subject within a year of his/her signing of the CORI Acknowledgement Form, the subject shall be given seventy two (72) hours notice that a new CORI check will be conducted.

B. ACCESS TO CORI

All CORI obtained from the DCJIS is confidential, and access to the information must be limited to those individuals who have a “need to know”. This may include, but not be limited to, hiring managers, staff submitting the CORI requests, and staff charged with processing job applications. HDCC must maintain and keep a current list of each individual authorized to have access to, or view, CORI. This list must be updated every six (6) months and is subject to inspection upon request by the DCJIS at any time.

C. CORI TRAINING

- a. An informed review of a criminal record requires training. Accordingly, all personnel authorized to review or access CORI at HDCC will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.
- b. Additionally, if HDCC is an agency required by MGL c. 6, s. 171A, to maintain a CORI Policy, all personnel authorized to conduct criminal history background checks and/or to review CORI information will review, and will be thoroughly familiar with, the educational and relevant training materials regarding CORI laws and regulations made available by the DCJIS.

D. USE OF CRIMINAL HISTORY IN BACKGROUND SCREENING

- a. CORI used for employment purposes shall only be accessed for applicants who are otherwise qualified for the position for which they have applied.
- b. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determinations of suitability based on background checks will be made consistent with this policy and any applicable law or regulations.

E. VERIFYING A SUBJECT’S IDENTITY

- a. If a criminal record is received from the DCJIS, the information is to be closely compared with the information on the CORI Acknowledgement Form and any other identifying information provided by the applicant to ensure the record belongs to the applicant.
- b. If the information in the CORI record provided does not exactly match the identification information provided by the applicant, a determination is to be made by an individual authorized to make such determinations based on a comparison of the CORI record and documents provided by the applicant.

F. INQUIRING ABOUT CRIMINAL HISTORY

In connection with any decision regarding employment, volunteer opportunities, housing, or professional licensing, the subject shall be provided with a copy of the criminal history record, whether obtained from the DCJIS or from any other source, prior to questioning the subject about his or her criminal history. The source(s) of the criminal history record is also to be disclosed to the subject.

G. DETERMINING SUITABILITY

- a. If a determination is made, based on the information as provided in section E of this policy, that the criminal record belongs to the subject, and the subject does not dispute the record's accuracy, then the determination of suitability for the position or license will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to, the following:
 - i. Relevance of the record to the position sought;
 - ii. The nature of the work to be performed;
 - iii. Time since the conviction;
 - iv. Age of the candidate at the time of the offense;
 - v. Seriousness and specific circumstances of the offense;
 - vi. The number of offenses;
 - vii. Whether the applicant has pending charges;
 - viii. Any relevant evidence of rehabilitation or lack thereof; and
 - ix. Any other relevant information, including information submitted by the candidate or requested by the organization.
- b. The applicant is to be notified of the decision and the basis for it in a timely manner.

H. ADVERSE DECISIONS BASED ON CORI

If an authorized official is inclined to make an adverse decision based on the results of a criminal history background check, the applicant will be notified immediately. The subject shall be provided with a copy of the organization's CORI policy and a copy of the criminal history. The source(s) of the criminal history will also be revealed. The subject will then be provided with an opportunity to dispute the accuracy of the CORI record. Subjects shall also be provided a copy of DCJIS' *Information Concerning the Process for Correcting a Criminal Record*.

I. SECONDARY DISSEMINATION LOGS

All CORI obtained from the DCJIS is confidential and can only be disseminated as authorized by law and regulation. A central secondary dissemination log shall be used

to record any dissemination of CORI outside this organization, including dissemination at the request of the subject.

PART 12 – Fraud & Abuse Policy

It is the policy of HDCC that its employees comply with applicable laws and regulations aimed to prevent fraud and abuse. HDCC does not tolerate or condone fraud and/or abuse, activities of this nature will result in termination and/or prosecution.

PART 13 – Conflict of Interest

HCC employees should avoid any situation that involves or may involve a conflict between their personal interest and the interests of HDCC. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes the framework within which the ownership and management of HDCC wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

- A. To ensure ethical and impartial business practices, HDCC employees are prohibited from investing or holding a financial interest, directly or indirectly, in any business entity, transaction, or business endeavor which does business, or seeks to do business with, or is a competitor, of HDCC. Any association with an outside enterprise that would create a conflict between the employee's duty to uphold HDCC's business interest and the individual's private or personal interest is prohibited.
- B. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee, or for a relative, as a result of business dealings for HDCC. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm which competes with HDCC, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving HDCC.
- C. No employee shall enter into any understanding or agreement – whether expressed or implied, formal or informal, written or oral – with a competitor, which may divulge any of the following aspects of the competitive strategy of HDCC: Profits, financial information, service offerings, terms or conditions of treatment, market share, confidential client/patient information, referral source information, confidential personnel information, or any other sensitive information that could adversely impact the growth and profitability of HDCC and restrict its competitive initiative objectives.
- D. No “presumption of guilt” is created by the mere existence of a relationship with outside firms or entities. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to a member of senior management, or the owner of HDCC, as soon as possible, the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

PART 14 – CONFIDENTIAL INFORMATION

- A. Employees may, by virtue of their employment, obtain access to sensitive, confidential, restricted and proprietary information about HDCC not generally known or made available to the public or competitors and which HDCC has made reasonable efforts to keep confidential. This includes but is not limited to: financial records, customer or vendor records and files, referral or mailing lists, personnel information, credit card numbers, plans, calculations, concepts, design sheets, design data, system design, computer programs, software, firmware, hardware, manuals, drawings, processes, specifications, instructions, research, test procedures and results, equipment, identity and description of computerized records, marketing and sales plans, financial information, costs, pricing information, and all other concepts or ideas involving or reasonably related to the business or prospective business of HDCC or information received by HDCC as to which there is a bona fide obligation, contractual or otherwise, on HDCC's part not to disclose same and not generally available to the public; and similar information whether stored electronically or as documents. Confidential information also includes Intellectual Property, meaning all inventions, discoveries, concepts, and ideas, and the expressions of all concepts and ideas, whether or not copyrightable, and whether or not patentable, including but not limited to articles, processes, methods, formulas, systems, and techniques, as well as improvements thereof and knowledge related thereto. All confidential information that an employee is exposed to, conceives or develops, either alone or with others shall be the exclusive property of the Company.
- B. Under no circumstance is any employee authorized to give information to any third party about another employee. Employees shall not, without the prior written consent of the Company, use, disclose, divulge, or publish to others any such confidential information acquired in the course of their employment.
- C. It is the policy of HDCC to ensure that the operations, activities, and business affairs of the company, our customers, and HDCC employees are kept confidential to the greatest extent possible. If, during their employment, employees acquire confidential or proprietary operational or business information about HDCC, our customers, and/or HDCC employees, such information is to be handled in strict confidence, and should not be discussed with anyone. Such confidential information shall be used solely by employees in the performance of their job duties for HDCC and shall not be used in any other manner whatsoever during their employment.
- D. Employees are responsible for their disclosure and/or use of confidential information, including after their association with HDCC ends. The misuse, unauthorized access to, or mishandling of confidential information is strictly prohibited. Such confidential information is the exclusive property of HDCC and under no circumstances whatsoever shall employees have any rights to use, disclose or publish to others such confidential information subsequent to the termination of their employment.
- E. Because of the nature of our work, we cannot tolerate any breaches of our security measures, or of our confidential business relationships.
Employees shall not leave information where it can be observed by other people or other customers. Information about HDCC's employees, their families, finances, or

other private matters must also be held in the strictest of confidence. Confidential information should only be provided on a “need to know” basis, and with prior approval from a manager.

Any violation of this policy will subject the employee to appropriate disciplinary action up to and including immediate termination. In addition, disciplinary action will be taken, not only against individuals who authorize or participate directly in a violation of this policy, but against:

- i. Any employee who may have deliberately failed to report a violation of the policy;
- ii. Any employee who may have deliberately withheld relevant and material information concerning a violation of this policy.

- F. UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION MAY RESULT IN DISCIPLINE, UP TO AND INCLUDING IMMEDIATE TERMINATION, PROSECUTION, AND/OR OTHER AVAILABLE ACTION.
- G. Upon termination of employment or contracted services, employees must deliver to HDCC any and all confidential information whether stored electronically or as a document, including but not limited to: all copies of such documents prepared or produced in connection with their association with HDCC that pertain to HDCC's business or the employee's services, whether made or compiled by the employee or furnished to the employee in connection with such services to HDCC. In addition, at termination, employees must return all HDCC's non-confidential property, documents, or electronic information. Employees further agree to maintain all company information and operational procedures in strict confidentiality in perpetuity. This policy does not limit the common law and statutory rights of HDCC.

PART 15 – Electronic Communications

This policy contains guidelines for the use, access, monitoring and disclosure of Electronic Communications created, sent, received, transmitted, or stored by employees using any HDCC-provided communication system or equipment and employee-provided systems or equipment used either in the workplace or during working time. "Electronic Communications" include: messages, images or any other information contained in e-mail, text message, voice mail, fax machines, computers, personal digital assistants (PDAs), pagers, telephones, cellular and mobile phones, Intranet, or Internet systems (Systems), as well as and other operational software.

A. ACCEPTABLE USES OF ELECTRONIC COMMUNICATIONS AT WORK

Employees may use Electronic Communications to communicate internally with co-workers or externally with customers or others necessary to perform the essential functions of the job. HDCC provides employees with access to our Systems to facilitate these business communications and to enhance productivity.

B. MANAGEMENT’S RIGHT TO ACCESS ELECTRONIC COMMUNICATIONS

All Electronic Communications contained in Company Systems are Company records and are therefore property of HDCC. Although each employee may have an individual password to access these Systems, the Systems belong to

HDCC and the contents of the Systems and Electronic Communications conducted on the Systems are accessible by HDCC at all times for any business purpose. These systems will be subject to periodic unannounced inspections and should be treated like other shared filing systems. The contents of Systems will also be monitored by and disclosed to HDCC without further notice to employees. Thus, employees should not assume that Electronic Communications are confidential or private. Back-up copies of Electronic Communications in our Systems will be maintained and referenced.

HDCC's right to use, access, monitor and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used either in the workplace or during working time.

C. PERSONAL USE OF HIGH DUNE CRAFT COOPERATIVE'S SYSTEMS

- i. HDCC Systems are provided to assist employees in the performance of their jobs. HDCC reserves the right, and employees agree to permit HDCC to use, access, monitor, and disclose all Electronic Communications on our Systems, without regard to content. Since employees' personal communications and information can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want discussed with or known to third parties. For example, employees should not use the Systems for: gossip; personal information about themselves or others; for forwarding messages under circumstances likely to embarrass themselves or others; or for emotional responses to business correspondence or work situations. Employees also should not use these Systems for such purposes as soliciting for commercial ventures, religious or personal causes, outside organizations, or other similar, non-job-related situations.
- ii. HDCC employees should not use their HDCC business email address to send personal communications. Any email sent from an HDCC email address contains the HDCC domain name in the second half of every email correspondence. It is requested that all employees utilize their personal email accounts to send personal communications via email.
- iii. When an employee uses a personal email to send a company related communication, they must always make sure that a company email (@highdunecraftcooperative.com) is always included and/or copied on the email and subsequent correspondence to ensure that company owned communication is logged in company systems.
- iv. Although incidental and occasional personal use of our Systems that does not interfere or conflict with HDCC's business is permitted, personal communications in our Systems are treated the same as all other Electronic Communications, and will be used, accessed, monitored, and disclosed by HDCC at any time, without further notice.
- v. Employees may not install any software on any Company-provided System or copy software from any Company-provided System without

the prior written permission of our IT Manager. Involving the IT Manager ensures that HDCC can manage the software on its Systems, prevents the introduction of computer viruses, and meets its obligations under any applicable software licenses and copyright laws. Computer software is protected from unauthorized copying and use by federal and state law. The unauthorized copying or use of computer software exposes HDCC and individual employees to substantial fines and/or imprisonment.

D. FORBIDDEN USES OF HDCC SYSTEMS

Employees may not use our Systems in a manner that violates our Zero-tolerance of Harassment and Discrimination Policy, Equal Employment Opportunity Policy, or any other company policies. In this regard, employees may not use our Systems in any way that may be perceived as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of forbidden transmissions include, among other things, sexually-explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or images that may be construed to be in violation of our Zero-tolerance of Harassment and Discrimination Policy.

In addition, employees may not use our Systems:

- to access, receive, forward or download information from the Internet for personal use;
- to carry any defamatory, discriminatory or obscene material;
- to make online internet purchases for personal use;
- in a manner that violates the terms of any telecommunications license or any laws governing data flow including but not limited to laws dealing with data collection, protection, privacy, confidentiality and security;
- in connection with any attempt to penetrate computer or network security of any Company or other system, or to gain unauthorized access or attempted access to any other person's Electronic Communications systems or equipment;
- in connection with any infringement of another person's intellectual property rights, including but not limited to copyrights;
- to communicate about other's personal affairs or other business unrelated to work; and,
- in connection with the violation or attempted violation of any law.

E. ELECTRONIC FORGERY

Electronic forgery is defined as misrepresenting, disguising, or concealing your identity or another's identity in any way while using Electronic Communications; making changes to Electronic Communications without clearly indicating that you have made such changes; or using another person's account without prior written approval of the account owner, and without

identifying that you are the author. Electronic forgery is not allowed for any purposes and may result in immediate termination.

F. ELECTRONIC PROPERTY RIGHTS

Employees must always respect copyrights and trademarks of third parties and their ownership claims in images, text, video and audio material, software, information, and inventions. Employees should not copy, use, or transfer proprietary materials of others without appropriate authorization. Downloaded software and other copyrighted material may be subject to licensing obligations or restrictions. Even when software is labeled "freeware" or "shareware", there may be retained licensing restrictions that prohibit or limit the usage or commercialization of such items. If questions arise in this regard, contact the IT Manager. HDCC will cooperate with the copyright holder and legal officials in all copyright matters.

G. SYSTEM INTEGRITY, SECURITY, ENCRYPTION AND POLICY VIOLATIONS

All Systems passwords and encryption keys must be available to HDCC management. Employees may not install password or encryption programs without the written permission of our IT Manager, and without turning over encryption keys to their supervisor. Further, employees are prohibited from the unauthorized use of passwords and encryption keys belonging to other employees to gain access to the other employee's messages, information, or communications.

Policy violations may result in disciplinary action up to and including immediate termination, as well as possible civil liabilities and criminal prosecution. Where HDCC deems it appropriate, we may advise legal officials or other appropriate third parties of any violations.

HDCC will cooperate with investigations conducted by legal officials or appropriate third parties.

PART 16 – Drug Free Workplace Policy

A. PURPOSE AND GOAL

HIGH DUNE CRAFT COOPERATIVE is committed to protecting the safety, health, and wellbeing of all employees and other individuals in our workplace(s). HDCC also strives to maintain a workforce free from the influences of illegal drugs and substance abuse, recognizing that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol- and drug-free environment.

It is, therefore, a violation of company policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the use of illegal drugs, intoxicants, or alcohol on the job. HDCC encourages employees to voluntarily seek help with drug and substance abuse problems.

B. DEFINITIONS

“Legal Drug”: includes prescribed drugs and over-the-counter drugs that have been legally obtained and are being used solely for the purpose for which they

were prescribed or manufactured.

“Illegal Drugs”: any drug that is not legally obtainable, which may be legally obtainable but has not been legally obtained or is being used in a manner or for a purpose other than as prescribed.

“Intoxicant”: a substance that leads to marked impairment of physical and mental control.

C. COVERED INDIVIDUALS & EMPLOYEES

Any individual who conducts business for HDCC, is applying for a position with HDCC, and/or is conducting business on the HDCC property is covered by our drug-free workplace policy.

D. APPLICABILITY

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the Company. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call or paid standby, and/or while on organization property.

E. PROHIBITED BEHAVIOR

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs, or intoxicants. The illegal or unauthorized use of prescription drugs is also prohibited. It is a violation of HDCC’s drug-free workplace policy to intentionally misuse and/or abuse prescription medications.

Prescription and over-the-counter drugs, when taken as prescribed, are not prohibited. Any employee taking prescribed or over-the-counter medications should consult with the prescribing healthcare provider and/or pharmacist to determine if the drug may interfere with safe performance on the job. If the use of a drug is determined to interfere with the ability to perform the essential functions of the job or has an effect on the safety of the employee or workplace, it is the employee’s responsibility to take the appropriate interventions to avoid unsafe workplace practices. This includes taking appropriate work leave or seeking alternatives to the use of the prescribed drug.

An employee reporting to work visibly impaired will be deemed unable to properly perform the essential duties of the job and will not be allowed to work until further evaluated. If, in the opinion of the manager or supervisor, the employee is considered impaired, the employee should be sent home or to a medical facility by taxi or other safe transportation alternative, depending on the determination of the observed impairment, and accompanied by the supervisor, if necessary. An impaired employee should not be allowed to drive.

F. NOTIFICATION OF CONVICTIONS

Any employee who is convicted of a criminal drug violation in or out of the workplace must notify the organization in writing within 5 calendar days of the conviction. The organization will take appropriate action within 30 days of notification.

G. SEARCHES

Entering the organization’s property or using HDCC equipment constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, lockers, desks and workstations, and vehicles and equipment.

H. DRUG TESTING

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records. Testing will take place in the following situations: pre-placement, random, post-accident, reasonable suspicion, fitness-for-duty, and follow-up testing.

- **Post-accident:** Workers who have caused, contributed to, or are involved in an on-the-job incident or accident involving injury, illness, or property damage will be tested.
- **Reasonable Suspicion Testing:** Drug tests will be conducted following any observed behavior creating "reasonable suspicion", such as:
 - Direct observation of the use of drugs or alcohol or the behavior consistent with being under the influence of a drug, substance, or alcohol.
 - Abnormal behavior while at work or a significant deterioration in performance.
 - A report of drug use provided by a reliable and credible source.
 - Evidence that an individual has tampered with a drug test.
 - Evidence that an employee has used, possessed, sold, or solicited drugs while working or while on company premises or in a company vehicle.
- **Follow-up Testing:** Random, unannounced drug testing will be required for employees who have participated in a substance abuse rehabilitation program after completion of the program.

The substances that will be tested for are: Amphetamines, Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates, Benzodiazepines, Methaqualone, Methadone and Propoxyphene.

Testing for the presence of alcohol will be conducted by analysis of breath and/or urine.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be immediately removed from duty and referred to a substance abuse professional for assessment and recommendations.

The individual will be required to successfully complete recommended rehabilitation including continuing care and will be required to pass a Return-to-Duty test and sign a Return-to-Work Agreement, and be subject to random, unannounced drug tests at the employer's discretion. Any individual, if tested positive a second time or violates the Return-to-Work Agreement, will be terminated immediately.

A employee will be terminated immediately if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

I. CONSEQUENCES

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the conditions of this policy, he or she will be terminated from employment.

J. ASSISTANCE

HDCC recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to use the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Allows the use of accrued paid sick & vacation leave while seeking treatment for alcohol and other drug problems.

The ultimate financial responsibility for recommended treatment belongs to the employee.

K. CONFIDENTIALITY

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

L. SHARED RESPONSIBILITY

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow employees in seeking help.
- Report dangerous behavior to their supervisor.

It is the manager's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

M. COMMUNICATION

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.

- The policy will be reviewed in orientation sessions with new employees.
- The policy will be reviewed at safety meetings.
- Worker education about the dangers of alcohol and drug use and the availability of help will be provided to all employees.
- Every supervisor will receive training to help him/her recognize and manage employees with alcohol and other drug problems

Certificate of Agreement – Drug Free Workplace Policy

I do hereby certify that I have received and read HIGH DUNE CRAFT COOPERATIVE's Drug- Free Workplace Program and Policies regarding substance abuse and substance abuse testing, have had the entire program explained to me, and have had the opportunity to ask questions.

I understand that if conditions as specified in the policy indicate it is necessary, I will submit to substance abuse testing.

I also understand that failure to comply with a request or a positive result may lead to termination of employment.

_____ Employee's Name

(Please Print)

_____ Signature

_____ Date

Chapter 3 – Compensation, Time Away from Work and Other HR Policies

- A. The workweek for all employees shall run from 5am on Sundays until the 4:59am the following Sunday morning. We refer to this period of time as Sunday-Saturday for simplicity sake.
- B. Payroll is paid to employees weekly on the Friday immediately following the workweek for which it is being paid.
 - i. HDCC may change the payroll to biweekly at any time with 90 days' notice to all employees.
- C. It is preferable that all employee's setup direct deposit for their weekly payroll.
- D. Employees must inform a manager of any changes to their payroll reporting requirements, address changes, and changes to deposit accounts or other payroll information.
- E. HDCC work shifts will always be updated by a manager with posted shifts at least 1 weeks in advance. All employees are responsible for working the times as posted.
- F. TIME TRACKING

Hourly paid employees must punch in and punch out of their work time using the attendance application.

 - i. Employees must punch in at the correct time and punch out at the correct time. Times are not to be estimated or exaggerated.
 - ii. Employees may edit their own timecards for the workweek up until 10pm on the Sunday following the end of the workweek. It is discouraged to edit regularly; it should only be done when the punch in/out did not work properly or was forgotten for a good reason.
 - iii. Employees should use the shift notes feature to make any note on a shift that has a non-standard time frame, and/or for ANY shift that has a manually edited/entered punch in or punch out.
 - iv. Employees are responsible for making sure their time sheets is correct by 10pm on the Sunday immediately following the workweek. There is a zero-tolerance policy for incorrectly submitted time sheets, as errors made by employees that result in more pay than validly earned is considered theft.
 - v. Employees should email their manager with any issues related to these policies to resolve them before the deadline.
- G. PAID TIME OFF
 - i. All employees, except those performing work for HDCC as contractors, receive paid time off. Paid time off (PTO) combines all types of paid time off including vacation time, sick time, and personal time. Paid time off can be used for any of these reasons.

- ii. Except in the case of sick time for an unexpected illness of the employee or employee's immediate family, at least 2-week notice is required to use PTO, except as otherwise approved by HDCC management. All PTO, except valid use for illness, is subject to manager approval and is not guaranteed even with 2-week notice.
 - iii. For new employees, paid time off accrues at a rate of 1 hr for every 24 hrs worked, up to a maximum of 96 PTO hours per calendar year and new employees may not claim any sick time hours until after 90 days from their date of hire.
 - iv. Once an employee has been with the company for a full calendar year, paid time off accrual will no longer be tracked and instead employees will receive 96hrs of banked paid time off at the beginning of each calendar year.
 - v. Up to 40hrs of unused paid time off may be "banked" and used in the following year.
- H. HDCC shall carry workers compensation insurance as required by law and all employees may be eligible to make valid claims for compensation from the company's policy.
- I. HDCC employees working as employees (not contractors) are also covered by Massachusetts unemployment assistance, when eligible.
- J. HDCC will offer group health and dental insurance to all employees upon being hired, and will pay 50% of all premium costs.
- K. HDCC will match up to 3% of an employee's contribution to a 401K retirement plan, up to 3%. HDCC reserves the right to delay implementation of the 401K until September 1, 2021.
- L. HDCC will provide maternity and parental leave. 12 weeks of paid maternity/paternity leave may be taken by any employee, and an additional 4 weeks of unpaid maternity/paternity leave may be taken if so elected by the employee. Employee may apply accrued PTO to extend the paid/unpaid maternity/paternity leave. In the event both parents work for HDCC, only one parent may take their leave at the same time.
- M. JURY DUTY
 - i. Employees will be paid for 8hrs each day (unless they are released from duty and can return to work sooner) for the first 3 days of any juror service at their normal rate of pay.
 - ii. At the 4th day and beyond, HDCC will not pay employees, but the employee is entitled to collect \$50/day from the state during that time.
 - iii. Employees will be required to provide written proof of their jury service.
- N. Employees will be granted up to two hours of unpaid time off to vote during open polling hours in the employees voting precinct, if requested by the employee at least 72hrs in advance.

O. CALLING IN SICK AND EMERGENCY ABSENCES

HDCC realizes that there will be times when an employee becomes ill or has an emergency absence for which they cannot plan ahead. In those cases, the employee should follow the guidelines listed below:

- i. If an employee is unable to work because of illness, they must notify their immediate manager (or a supervisor when no manager can be reached) by no later than 6:00 am on each day of the absence, or at least 2 hours before their first assigned job of the day, whichever comes earlier in the morning.
- ii. Notification must be in the form of a telephone call in order for the employee to speak directly with their manager. Texts and/or emails are strongly discouraged. There should be an explanation of the circumstances in order for the employee's manager to understand the necessity for the absence and when the employee feels they may be able to return to work.
- iii. If the employee attempts to contact their manager but cannot reach him/her, it may be necessary to leave a voice message. When leaving a voicemail message, it is required that you leave a call-back number where you can be reached in the event of an emergency. Contacting a co-employee is not acceptable and will not be considered as appropriate notification of an absence due to illness or an emergency absence.

P. An employee must be scheduled to work at least 40 hours per week, in order to be eligible for benefits under parts G, J, K, and L of this section.

- i. Employees scheduled to work less than 40 hours per week will still be eligible for sick time per state law, accruing at a rate of 1hr for every 30hrs works up to a maximum of 40hrs per year.

Q. OVERTIME

- i. The purpose of this policy is to comply with federal and state overtime provisions and to control labor costs by managing the expense of overtime pay to non-exempt employees.
- ii. HDCC will pay time and one half to non-exempt employees who exceed 40 hours of work time in a workweek. However paid leave such as holidays, sick or vacation days will not apply toward time worked for purposes of calculating overtime payment.
- iii. During busy periods, HDCC may require employees to work extended hours. Overtime is considered a condition of employment, and refusal to work overtime when reasonable notice has been given is cause for disciplinary action up to and including termination. Reasonable notice is considered to be not less than 24 hours before the start of the period of pay that would be considered overtime.

R. COBRA

- i. Full -time employees who leave HDCC for any reason other

than gross misconduct may extend their medical coverage for themselves and their immediate family members for up to 18 months, unless they leave HDCC because they become disabled (in which case they have up to 29 months) or die, become divorced or legally separated, or participate in Medicare (in which case they have 36 months).

- ii. If employees elect to use COBRA, they must notify HDCC in writing within 60 days of termination. Employees must pay 100% of the premium in addition to a 2% administrative fee.
- iii. All premiums must be pre-paid for each month of extended coverage. Failure to pre-pay the premium will result in the termination of medical insurance coverage. Coverage will also be terminated should HDCC terminate coverage for all employees, or if the employee becomes eligible for coverage under another group medical insurance plan.
- iv. All requests for COBRA should be received in writing. Requests to terminate coverage should also be submitted in writing.

Certificate of Agreement

I do hereby certify that I have received, read, and thoroughly understand HIGH DUNE CRAFT COOPERATIVE's Employee Handbook in its entirety, including all of the Appendices, and agree to abide by all the policies, rules, and provisions contained therein.

I understand that the version of the Employee Handbook updated December 6 2019 supersedes all other policy documents of any kind previously issued.

I agree to abide by all rules and policies contained in the HDCC Employee Handbook and I also agree to comply with all rules and policies that may be communicated to me verbally by a manager. I understand that failure to adhere to these rules and policies may result in disciplinary action up to and including termination.

I agree that if I stop working at HDCC for any reason, I will immediately return all company equipment and information in my possession, and destroy any and all sensitive company data from electronic devices, notes etc.

I agree to maintain complete and total confidentiality about every aspect of my association with HDCC in perpetuity both during and after my association with HDCC but not limited to operational information, customer and consumer information, and any other type of information and/or material that is proprietary to HDCC in any way, except as legally required by law enforcement and/or state regulatory bodies.

(Please Print) Employee's Name

Signature

Restricting Access to Minors

All employees and registered agents of HDCC will be 21 years of age or older.

All visitors to HDCC locations where marijuana is cultivated, manufactured, or sold must be 21 years of age or older. HDCC security employees will request age identification from all visitors upon arrival at HDCC locations where marijuana is cultivated and will only issue visitor badges to individuals aged 21 and older.

HDCC security will use an electronic ID scanner or a reference book which shows acceptable forms of identification for residents of Massachusetts and surrounding states.

HDCC Quality Control and Product Testing
In compliance with 935 CMR 500.160

Testing:

HDCC member locations are responsible for their own product testing.

Each batch of cannabis product will be tested by an Independent Testing Laboratory as designated by 500.160.

In the case that a laboratory results indicate contaminant levels are above acceptable limits established by Department of Public Health: HDCC member location will notify the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification is to be from both HDCC member location and the Independent Testing Laboratory, separately or directly. The notification from HDCC member location will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Testing results are maintained for one year of the date of the results at HDCC member locations.

The sale of seeds is not subject to these testing provisions.

Clones are subject to these testing provision but are exempt from testing for metals.

All transportation of cannabis to and from an Independent Testing Laboratory providing testing services comply with general transportation requirement in 935 CMR 500.105(13) (see Transportation Plan).

No cannabis product is sold or marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Handling & Processing:

HDCC will process the leaves and flowers of the female marijuana plant in a safe and sanitary manner. The process will ensure that the female marijuana plants are well cured and generally free of: seeds and stems; dirt, sand, debris or other foreign matter; and contamination by mold, rot, any other fungus and bacterial diseases. The plants will be prepared and handled on food-grade stainless steel tables and will be packaged in a secure area pursuant to 935 CMR 500.105(3).

Any agent whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000. Any agent who works in direct contact with marijuana will conform to sanitary practices including but not limited to: maintaining adequate personal cleanliness and washing hands appropriately (pursuant to 935 CMR 500.105(3) while on duty. Hand washing

facilities will be located in all production areas where good sanitary practices require employees to wash and/or sanitize their hands.

Finished products will be stored and transported under conditions that will protect them against physical, chemical, and microbial contamination.

Construction, Sanitation, & Cleanliness:

There will be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

Floors, walls, and ceilings will be constructed in a way that ensures they may be adequately kept clean and in good repair. All contact surfaces will be maintained, cleaned, and sanitized frequently to protect against contamination.

All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana. Litter and waste will be properly removed to minimize the development of odor and the potential for the waste attracting and harboring pests

All facilities will have a water supply that is sufficient for necessary operations. Plumbing will be of adequate size and design, and will be maintained to carry sufficient quantities of water to required locations throughout the location.

HDCC will provide readily accessible toilet facilities to employees.

HDCC – Qualification and Intended Trainings for Agents

Employment Overview:

HDCC is a unique marijuana craft cooperative that will produce small batch soil/sun grown cannabis to be sold to retailers in Massachusetts. From ownership/senior leadership all the way to part time employees – HDCC is committed to providing our employees with a safe work environment, a stable economic outlook, and the opportunities to achieve personal and professional fulfillment.

HDCC seeks to employ a diverse workforce and will train all employees at the beginning of their employment as well as offer both mandatory and optional continuing education/training for employees annually.

Requirements for Employment & Trainings:

All new HDCC employees, will complete a 90-day introductory period of employment. During this time, managers will review employee job performance, attendance, attitude, overall interest in the job as well as other factors to determine whether continued employment is appropriate and mutually beneficial.

Beginning with the Introductory Employment period and continuing for the duration of employment with the co-op, HDCC will keep personnel files on each employee to help monitor performance, track employee growth, and ensure that HDCC is meeting or exceeding diversity goals.

Additionally, new and existing employees will receive at least 8 hours of training each year in which they are employed by HDCC.

All new HDCC employees will be trained on job-specific duties prior to performing their job function. In addition, each new employee will complete the Responsible Vendor Program within 90 days of being hired and submit documentation of completion to a designated owner or manager.

Owners, managers, and existing employees will also complete the Responsible Vendor Program and submit documentation of completion to a designated owner or manager.

One designated owner or manager will be responsible for retaining all documentation of completion of the Responsible Vendor Program for at least four (4) years.

Anticipated Positions & Qualifications:

Existing HDCC Owners/ Managers intend to play a large role in the day-to-day operations of the co-operative, but HDCC acknowledges that it must open up hiring to fill other leadership roles for the co-op. HDCC intends to hire for the following positions:

Director of Human Resources/Compliance:

- Direct Report to Owners/Executive Management
- Collaborate with Executive Management to oversee hiring of new employees and negotiate employment agreements.
- Manage employee benefits
- Manage staff wellness and performance reviews, including design, direction, and tracking of employee trainings and professional development opportunities
- Receive, investigate, and report on any instances of employee misconduct and manage disciplinary action of employees when required.
- Work with Executive Management to implement all functions related to human resources:
 - diversity policy
 - background checks
 - personnel files/employee performance reviews
 - mandatory and optional training
- Work with in-house or outside counsel to ensure HDCC's compliance with State laws, regulations and CCC advisories.
- Required Qualifications:
 - Bachelor's Degree plus 15 years' experience in Human Resources or Advanced Degree plus 10 years' experience in Human Resources/Compliance.
 - Highly organized and detail-oriented with excellent communication skills and the ability to think quickly and solve problems.
 - Knowledge of Massachusetts Cannabis law/regulation and labor law/regulation
 - Experience supervising and managing a professional staff
 - Experience working as a member of a senior-level executive team
- Preferred Qualifications
 - 2+ years working in Cannabis industry in an HR role either in-state or out-of-state
 - JD or Master's Degree in HR Management
 - PHR and/or SPHR

Diversity and Partnerships Manager:

- Reports to Director of Human Resources/Compliance
- Works with HR Director to effect the diversity policy from beginning to end of each employee's tenure with HDCC.

- Collaborate with outside partners in the community to recruit employees from diverse backgrounds (women, minorities, veterans, individuals with disabilities, and individuals from the LGBTQ+community)
- Monitors diversity metrics and ensures that HDCC is meeting or exceeding its diversity goals
- Required Qualifications:
 - Bachelor's Degree plus 3-5 years' experience in an HR or Diversity related role
 - Excellent communication and interpersonal skills
 - Experience leading a team of diverse employees and collaborating with individuals from diverse backgrounds.

Director of Security:

- Direct Report to Owner Leadership
- Under the Supervision of Ownership and in collaboration with HR Director, develop, implement, and manage all Security Policy and Procedures, updating such procedures as necessary to comply with state law and regulations
- Supervise all security agents including management of security agent hours/schedules and proper shift changes
- Provide initial and continuing training to all security agents as well as all staff on the importance of following security protocols
- Follow and stay abreast of all new industry regulations and best practices and recommend changes to HDCC's security policies as necessary
- Oversee delivery of manufactured product to retailers
- Maintain lists of employees/agents authorized to access designated areas of HDCC's facilities including cash & product storage vaults, camera rooms, and other secure locations.
- Collaborate with HR Director to ensure completion and documentation of all background checks
- Communicate regularly with Truro law enforcement authorities
- Required Qualifications:
 - Bachelor's Degree plus 15-20 years in the security industry with at least 5 years management experience
 - 4 years of active military experience or service as a police officer can be substituted for the Bachelor's Degree
 - Experience managing a team of security agents from diverse backgrounds
 - Excellent organizational skills and communication skills
 - Comfort with operating and managing digital surveillance systems
- Preferred Qualifications:
 - 2+ years employment in Cannabis industry (in state or out of state)
 - 2+ years military service or experience in law enforcement.

Security Agents:

- Under the direction of the Security Director – monitor security systems (alarms, video surveillance, motion detectors) and ensure that only authorized individuals enter restricted areas of HDCC's facilities.
- Investigate, communicate, and provide targeted action in the event of an emergency (fire, intrusion, or threat) that puts the safety of employees, visitors, or customers in danger.
- Collaborate with contracted Security Vendors to ensure seamless delivery of manufactured product to retailers
- Manage access to HDCC facilities – including answering inquiries, checking credentials, overseeing entrance/exit and maintaining detailed visitor logs.
- Communicate regularly and clearly with local law enforcement.
- Required Qualifications:
 - Bachelor's Degree plus 2 years' experience in security industry or High School Diploma/GED plus 7 years' experience in security industry
 - Commitment to public safety and following laws/regulations
 - Excellent attention to detail and ability to follow and direct others to follow strict safety protocols and procedures

Inventory Manager:

- Responsible for all marijuana and equipment inventory across all four farms on a day-to-day basis (as well as week-to-week and month-to-month).
- Manages daily inventory counts, waste disposal requirements and all other compliance metrics with regard to inventory
- Implements inventory controls using an inventory record and tracking system to monitor, from seed to sale, all flower cultivated, manufactured, and sold to retailers (or destroyed)
- Implements procedures and notification policies for proper disposal of flower that cannot be sold and all other cultivation/manufacturing byproducts.
- Collaborate with security team to coordinate delivery/sale and tracking of manufactured flower.
- Create, implement, and manage a system for storing, labeling, tracking and reporting inventory.

Farmers/Manufacturers:

- Full and Part Time positions available (with some seasonal requirements)
- Work on one (or multiple) HDCC farms to plant seeds, foster plant growth and harvest mature plants.
- Trim flowers, weigh and measure mature plants, and package and prepare cannabis flower for sale to retailers.
- Required Qualifications:

- High School Diploma or GED. For qualified individuals with disabilities, a Certificate of Completion from a Massachusetts High School may be substituted for the diploma/GED.
- Excellent attention to detail with regard to following comprehensive sanitation and environmental protocols
- Ability to differentiate between different types of flower and keep such products separate from each other
- Preferred Qualifications:
 - 2 years' experience working as a farmer in an in-state or out-of-state farm
 - 1-year experience working in cannabis industry

Pay & Compensation:

HDCC will employ both exempt and non-exempt (overtime eligible) employees and will create a compensation system that will pay employees fairly based upon the current market value of a position. This valuation will be based on the skills, knowledge, and behaviors required of an employee and it will be objective and non-discriminatory in theory, application and practice. As an employer committed to diversity and pay equity, HDCC will pay special attention to making sure that equal pay for equal work is accomplished across all gender, demographic, ability, and other groups.

HDCC Safety Plan

Presently, HDCC does not intend to manufacture marijuana.

If, at any time in the future, HDCC decides to manufacture marijuana, it will create and maintain a safety plan for the manufacture and production of marijuana to be submitted to the CCC. Said plan will include, but not be limited to, sanitary practices in compliance with 105 CMR 590.000 and 935 CMR 500.101(1).

HDCC Cultivation Plan

As a Tier 3 Craft Marijuana Cooperative, HDCC intends to utilize between 10,000¹ and 20,000 square feet of outdoor canopy as cultivation space for the production of marijuana flower and will not exceed the 20,000 square foot canopy limit. Upon commencing operations, HDCC intends only to cultivate marijuana flower that is grown at one of its farms using primarily sunlight cultivation techniques. HDCC will then process, package, and sell this marijuana flower wholesale to other marijuana establishments but not directly to consumers. All marijuana that is sold or transferred to another marijuana establishment will be tested in compliance with 935 CMR 500.160 and HDCC will provide documentation of such compliance when required.

Quality of Soil & Cultivation Space

HDCC may use products for pest and disease control that are on the USDA 25B list of minimum risk pesticides, but does not plan to use any additional pesticides. If at any time in the future pesticide use becomes permissible and HDCC decides to use pesticides, it will do so in compliance with Federal and State law & regulations including MGL c.132B and 333CMR 2.00-14.00.

Cultivation will take place primarily outdoors and will occur in a designated area of each farm. The cultivation process will feature the use of best practices to limit contamination of mold, fungus, bacterial diseases, rot, pests, pesticides, mildew, and any other contaminant that could pose a potential harm. HDCC will use a system such as the comprehensive integrated pest management (IPM) strategy to control pests without the use of pesticides. By utilizing this strategy, HDCC will work to identify, prevent, and monitor all potential pests that pose a threat to the outdoor cultivation of marijuana and intervene when control of one or more pests is necessary. HDCC will work to establish reasonable thresholds for pest presence, maintain a controlled crop to reduce the potential for pests, inspect and monitor crops and land for pests, and determine when action is required to control one or more pests. When intervention is required, HDCC will work to utilize effective controls that post the least risk to the crop and the environment.

Soil for cultivation shall meet federal standards identified by the CCC which include the US Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation guidelines for residential soil levels. Any HDCC marijuana flower that is labeled "organic" will also meet all cultivation requirements by the US Department of Agriculture for organic farming (7 CFR 205 & 935 CMR 500.120).

Energy Efficiency and Water Usage

By utilizing primarily outdoor cultivation using sunlight techniques, HDCC is committed to an energy efficient cultivation operation. As HDCC plans to cultivate in a primarily outdoor environment, many of the energy efficiency standards are not applicable to their farm, but HDCC commits to ensuring that all indoor operations associated with outdoor cultivation meet all of the necessary requirements as determined by the CCC. HDCC will utilize the CCC's Energy and Environment Compiled Guidance to determine which requirements are applicable to the co-op and will adopt and utilize best management practices, as determined by the CCC, to reduce energy and water usage, as well as engage in energy conservation and mitigate environmental impacts. At a minimum, before obtaining a final license, HDCC will satisfy energy efficiency and equipment standards established by the CCC and operate in compliance with all applicable environmental laws and regulations. HDCC will secure all required permits and approvals, including those related to water quality and solid and hazardous waste management.

HDCC will report on energy and water usage to the CCC on the appropriate CCC-issued form as required by the CCC. This reporting will include a report of energy and water usage over the 12-month period preceding the date of application for license renewal.

As HDCC meets the requirements of 935 CMR 500.050(1) as a craft marijuana cooperative, it plans to consult with an energy engineer or other CCC-approved energy professional to identify and establish a comprehensive energy efficiency plan for all four farms within the co-op. This licensed engineer or approved professional will submit an energy compliance letter, including all required supporting documentation. The letter will be submitted prior to final licensure.

Any potential use of horticultural lighting for nursery production will not exceed 36 watts per square foot.

HDCC Diversity Plan

Overview:

HDCC is comprised of a diverse ownership group of men, women, LGBTQ individuals, veterans, and disabled individuals. HDCC is dedicated to providing a diverse work force that is against racism, sexism, classism, homophobia, ageism, and ableism. HDCC member locations encourage qualified applications from women, minorities, veterans, people with disabilities, and individuals from the LGBTQ+ community.

HDCC is committed to the belief that the cannabis industry provides an opportunity for a diverse group of individuals to profit and thrive. Co-Op owners and managers are actively engaged in discussions regarding diversity at regular Co-Op meetings and are working on devising metrics to accurately measure success in fostering a diverse workforce.

Additionally, because HDCC is a co-operative comprised of four individual local farms – the Co-Op is uniquely situated to recruit and hire local farmers and promote a thriving farming community in Truro.

Measurable Goals:

Cape Cod, and particularly the Outer Cape does not have a great deal of racial diversity. Since nearly 92% of Barnstable County residents self-identify as white, HDCC plans to work diligently to recruit, hire, and retain a diverse workforce.

HDCC has set the following measurable goals to establish and maintain diversity in its workforce:

Goal 1: HDCC intends to recruit, hire, and retain in a diverse workforce and is committed to ensuring that at least 45% of its employees are women, minorities, veterans, people with disabilities, and individuals from the LGBTQ+ community.

Based on the population and demographics of the Outer Cape Cod community, HDCC has created the following employment target ranges:

- 15-20% Women
- 5-10% Minorities
- 15-20% Veterans and people with Disabilities
- 10-15% Individuals from the LGBTQ+ community

HDCC intends to substantially meet this goal by the end of its first year of operation and fully meet the goal by the end of the second year of operation.

Goal 2: HDCC will cultivate an employment environment that embraces diversity through thoughtful professional development and training.

- HDCC will provide diversity training for all new hires and ongoing trainings for existing employees at least once per year. Attendance at these trainings will be mandatory and training hours will count as paid working hours.
- HDCC will assess diversity and intercultural competency of ownership and staff annually and design qualitative and quantitative measures to develop that competency.

Goal 3: HDCC will support the careers of women, minorities, veterans, people with disabilities, and individuals from the LGBTQ+ community by encouraging diverse applicants to apply for management positions and considering existing employees for promotions and managerial roles.

HDCC management will engage with employees and provide feedback on performance at least annually to help advance the careers of employees from diverse backgrounds.

Programs:

Goals 1& 3: HDCC will work with local chambers of commerce to attend job fairs in Hyannis, Provincetown, and other local municipalities to actively recruit a diverse workforce.

Upon receipt of its license from the CCC, HDCC will host an annual Career Fair on site at the HDCC headquarters. HDCC will market directly to diverse communities on Cape Cod, including the Provincetown LGBTQ+ community and Veterans Service organizations located in Hyannis, and specifically advertise that we are encouraging applications from women, minorities, veterans, people with disabilities, and individuals from the LGBTQ+ community.

Additionally, until hiring is complete, HDCC will post advertisements monthly in the Cape Cod Times stating that positions are open and that individuals self-identifying as a member of one or more of the above-referenced categories are encouraged to apply.

HDCC will provide opportunities, at least twice per year, for individuals who self-identify as a member of one or more of the above-referenced groups to meet and engage with owners and senior management. Employees will have the opportunity to discuss their performance, career trajectory, and potential opportunities for promotion.

Goal 2: HDCC's diversity training will focus on eliminating discrimination in the workplace and promoting a work environment that is respectful of all individuals and free from harassment. The program will address topics including but not limited to: acknowledging unconscious bias, facilitating cross-cultural communication, and inclusion principles

To ensure that the program is robust and comprehensive, HDCC will contract with outside educators, as necessary, to achieve this goal.

Accountability/Measurements:

HDCC will count and record the number of self-identified new and existing employees who are women, minorities, veterans, people with disabilities, and individuals from the LGBTQ+ community and compare that number to the total number of employees to determine its performance in meeting target demographic benchmarks.

HDCC will administer a survey to all employees upon completion of diversity training to assess what was learned in the training and how employees plan to implement the goals of the training in the workplace.

HDCC will report on its progress in achieving diversity goals to the CCC at least annually.

Upon departure of employees who self-identify as women, minorities, veterans, people with disabilities, and individuals from the LGBTQ+ community, HDCC will re-assess the diversity percentages of its workforce and recruit and hire new employees with similar backgrounds to maintain a diverse employee workforce.

HDCC will adhere to the requirements set forth in 935 CMR 500.105(4) with regard to the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana establishments.

Any actions taken or programs instituted by HDCC will not violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state laws.