



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR285445  
Original Issued Date: 01/09/2026  
Issued Date: 01/09/2026  
Expiration Date: 01/09/2027

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Lovewell Provisions, LLC

Phone Number: 617-595-8681  
Email Address: cccapplication@papercranecannabis.com

Business Address 1: 56 Gardner Rd # A

Business Address 2:

Business City: Hubbardston Business State: MA

Business Zip Code: 01452

Mailing Address 1: 2 Pine St

Mailing Address 2:

Mailing City: Bedford Mailing State: MA

Mailing Zip Code: 01730

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

## PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

## RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 62 Percentage Of Control: 62

Role: Owner / Partner Other Role:

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

**ENTITIES WITH DIRECT OR INDIRECT AUTHORITY**  
 No records found

**CLOSE ASSOCIATES AND MEMBERS**  
 No records found

**CAPITAL RESOURCES - INDIVIDUALS**  
 No records found

**CAPITAL RESOURCES - ENTITIES**  
 No records found

**BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES**  
 No records found

**DISCLOSURE OF INDIVIDUAL INTERESTS**  
 Individual 1

**First Name:** Boey                      **Last Name:** Bertold                      **Suffix:**  
**Marijuana Establishment Name:** Lovewell Provisions, LLC      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Hubbardston                      **Marijuana Establishment State:** MA

Individual 2

**First Name:** Boey                      **Last Name:** Bertold                      **Suffix:**  
**Marijuana Establishment Name:** Paper Crane Provisions, LLC      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Hubbardston                      **Marijuana Establishment State:** MA

Individual 3

**First Name:** Boey                      **Last Name:** Bertold                      **Suffix:**  
**Marijuana Establishment Name:** Paper Crane Provisions, LLC      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Hubbardston                      **Marijuana Establishment State:** MA

**MARIJUANA ESTABLISHMENT PROPERTY DETAILS**

**Establishment Address 1:** 56 Gardner Rd.  
**Establishment Address 2:**  
**Establishment City:** Hubbardston                      **Establishment Zip Code:** 01452  
**Approximate square footage of the establishment:** 1200                      **How many abutters does this property have?:** 6  
**Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?:** Yes

**HOST COMMUNITY INFORMATION**

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning Hubbardston.pdf	pdf	6875d955e57fbd593077b0b	07/15/2025
Community Outreach Meeting	400 feet Abutters List Report.jpg	jpeg	68771976e57fbd59308bedb	07/15/2025

Documentation				
Community Outreach Meeting Documentation	400 feet Abutters List Report 2.jpg	jpeg	687719d1e57bfd59308bf3c	07/15/2025
Community Outreach Meeting Documentation	Screenshot 2025-07-15 at 11.20.35 PM.png	png	68771a8dd82325fae40b701b	07/15/2025
Community Outreach Meeting Documentation	Screenshot 2025-07-15 at 11.20.56 PM.png	png	68771a9fd82325fae40b702f	07/15/2025
Community Outreach Meeting Documentation	Screenshot 2025-07-15 at 11.21.15 PM.png	png	68771ab4d82325fae40b7049	07/15/2025
Community Outreach Meeting Documentation	letter to abutters.pdf	pdf	68771c61e57bfd59308c193	07/15/2025
Community Outreach Meeting Documentation	Gardner News Ad.pdf	pdf	68883ac92e0e7d380125eb0a	07/28/2025
Community Outreach Meeting Documentation	Re recording of community outreach meeting on 731.pdf	pdf	68a3f9671eca271ddda6f1e9	08/19/2025
Community Outreach Meeting Documentation	Community Outreach Meeting Participants.pdf	pdf	68a3f9741eca271ddda6f1fe	08/19/2025
Executed HCA	2025 HCA Lovewell.pdf	pdf	68a3f9c21eca271ddda6f254	08/19/2025
Community Outreach Meeting Documentation	04.09.20_Form_COM_Attestation.pdf	pdf	68c3198e6248b2e3247ed595	09/11/2025

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.: \$

### POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	2025 Lovewell Provisions positive impact plan.pdf	pdf	68c9ee086248b2e32483f8d3	09/16/2025

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

<b>Role:</b> Owner / Partner	<b>Other Role:</b>
<b>First Name:</b> Boey	<b>Last Name:</b> Bertold <b>Suffix:</b>
<b>RMD Association:</b> Not associated with an RMD	
<b>Background Question:</b> yes	

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Articles of Organization	Nicholas Obolensky not a PDIC.pdf	pdf	6875de2ae57f593077cfe	07/15/2025
Bylaws	Hubbardston Bylaws2 .pdf	pdf	6875df04e57f593077d3e	07/15/2025
Articles of Organization	Lovewell Certificate of Org.pdf	pdf	6875df3be57f593077d58	07/15/2025
Secretary of Commonwealth - Certificate of Good Standing	The Commonwealth of Massachusells.pdf	pdf	68883b8a2e0e7d380125eb9a	07/28/2025
Department of Unemployment Assistance - Certificate of Good standing	DUA Certificate of Good Standing.pdf	pdf	68c9f121566b140b4e0cc256	09/16/2025
Department of Revenue - Certificate of Good standing	Lovewell Cert of MA DOR Good Standing Sep 2025.pdf	pdf	68d2973590e436d7429f2948	09/23/2025

No documents uploaded

Massachusetts Business Identification Number: 001433374

Doing-Business-As Name:

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	2025-2026 lovewell provisions llc timeline.pdf	pdf	6875e2d0e57f593077ebe	07/15/2025
Business Plan	FINAL LOVWELL BUSINESS PLAN copy.pdf	pdf	6875e3bbe57f593077eed	07/15/2025
Operating Agreement or Articles of Incorporation	LOVWELL LLC OPERATING AGREEMENT.pdf	pdf	6875e50bd82325fae40a4814	07/15/2025
Plan for Liability Insurance	Plan for obtaining liability insurance Lovewell .pdf	pdf	6875e55bd82325fae40a482e	07/15/2025
Capitalization Table	8.6.25 Cap Table - Lovewell.pdf	pdf	68c9f203566b140b4e0cc2b2	09/16/2025

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products - Lovewell Provisions.pdf	pdf	6875e61ae57f593077f43	07/15/2025
Restricting Access to age 21 and older	Lovewell Provisions Restricting Access to age 21 and older.pdf	pdf	6875e643e57f593077f5a	07/15/2025
Security plan	Lovewell Provisions Retail Security Plan - Hubbardston.pdf	pdf	6875e662e57f593077f74	07/15/2025
Prevention of diversion	Prevention of diversion - Lovewell Provisions.pdf	pdf	6875e689e57f593077f88	07/15/2025
Storage of marijuana	Lovewell Provisions Retail Policy for Storage of Marijuana .pdf	pdf	6875e6bce57f593077fbc	07/15/2025
Transportation of marijuana	Policies and Procedures for Transportation of	pdf	6875e6d6e57f593077fd6	07/15/2025

Marijuana - Lovewell Provisions.pdf				
Inventory procedures	Lovewell Provisions Inventory Procedures.pdf	pdf	6875e6f3e57bfd593077fea	07/15/2025
Quality control and testing	Lovewell Provisions Quality Control and Testing .pdf	pdf	6875e70ce57bfd593078001	07/15/2025
Dispensing procedures	Retail Dispensing Procedures-2.pdf	pdf	6875e71fe57bfd593078018	07/15/2025
Personnel policies including background checks	20.05.20 Lovewell Provisions Personnel policies including background checks.pdf	pdf	6875e752e57bfd593078032	07/15/2025
Record Keeping procedures	Record Keeping Procedures - Lovewell Provisions.pdf	pdf	6875e76ce57bfd593078046	07/15/2025
Maintaining of financial records	Maintaining of financial records Lovewell.pdf	pdf	6875e7a3e57bfd59307806a	07/15/2025
Qualifications and training	Lovewell Provisions Retail Qualifications and Training .pdf	pdf	6875ec0ad82325fae40a49b2	07/15/2025
Energy Compliance Plan	Energy Compliance Lovewell Provisions.pdf	pdf	68c9f44c6248b2e32483f9d0	09/16/2025
Diversity plan	Lovewell Provisions Diversity Plan Final 2025.pdf	pdf	68e56e455c55e822b03f8c42	10/07/2025

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

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

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

Date generated: 02/13/2026

Page: 5 of 6

No records found

#### HOURS OF OPERATION

<b>Monday From: 7:00 AM</b>	<b>Monday To: 9:00 PM</b>
<b>Tuesday From: 7:00 AM</b>	<b>Tuesday To: 9:00 PM</b>
<b>Wednesday From: 7:00 AM</b>	<b>Wednesday To: 9:00 PM</b>
<b>Thursday From: 7:00 AM</b>	<b>Thursday To: 9:00 PM</b>
<b>Friday From: 7:00 AM</b>	<b>Friday To: 9:00 PM</b>
<b>Saturday From: 9:00 AM</b>	<b>Saturday To: 9:00 PM</b>
<b>Sunday From: 9:00 AM</b>	<b>Sunday To: 6:00 PM</b>

## Plan to Remain Compliant with Local Zoning - Hubbardston

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Lovewell Provisions LLC plans to remain compliant with the Local Zoning bylaws of the Town of Hubbardston and will adhere to all of the following points as they are written in the bylaw:

- **Purpose**  
The purpose of this bylaw is to ensure safe access to the growing, distribution, and sale of Marijuana in the Town of Hubbardston. No Marijuana establishment shall impinge on any property owner's right to freedom of noise, odor, light pollution, or to the natural, scenic, historic and aesthetic qualities of their property.
- **Definitions**  
All definitions in MGL Chapter 94G Sections 1 Definitions and 935CMR 500.000 Adult Use of Marijuana Section 500.002 Definitions are made part of this bylaw.
- **General Requirements**  
All Marijuana Establishments including cultivating, retail sales, product manufacturing, independent testing laboratory, or any other type of marijuana type establishment shall be in conformance with Massachusetts General Law 94G, 935 CMR 500.00 Adult use of Marijuana. The Planning Board shall be the permit granting authority. The enforcement authority of this bylaw shall be the Building Inspector and or Planning Board.
- **General Zoning Districts for Marijuana Establishment**  
Marijuana Establishments as described in MGL 94G and 935 CMR 500.00 shall be allowed in the following districts after the applicant has been approved by the Cannabis Control Commission.
- **Marijuana Establishment allowed by Special Permit in Residential District:**  
Outdoor Marijuana cultivation establishments licensed for Tier 1 (up to 5,000 sf).
- **Marijuana Establishment allowed by Special Permit in Residential District:**  
Outdoor Marijuana cultivation establishments licensed for Tier 2 (between 5001 and 10,000 sf) by Special Permit.
- **Marijuana Establishment allowed by Special Permit in the Town Center District**  
Outdoor Marijuana cultivation establishments licensed for Tier 1 (up to 5,000 sf) by Special Permit.
- **Marijuana Establishment allowed in the Commercial District by Special Permit.**  
All Marijuana Establishments as defined by MGL 94G are allowed by Special Permit.
- **Procedure for obtaining any Marijuana Establishment Licenses**
- **Conduct a Community Outreach Hearing**
  - The Planning Board will hold a joint Community Outreach Hearing with Hubbardston Board of Selectmen. All costs associated with this hearing shall be paid for by the applicant.
  - The Outreach Hearing shall be advertised twice in (14) days period prior to the hearing in the Gardner News and posted on the town website.
  - A copy of the notice filed with the Town Clerk, Planning Board, Board of Selectmen, Board of Health, building inspector and Police Chief.
  - A copy of hearing notices must be sent to abutters within 300' of the proposed Marijuana Establishment by registered mail.
  - The content of the hearing shall include discussion of type of Marijuana establishment to be located, security information, steps taken by applicant to prevent diversion to minors, plan for positive community impact, information to demonstrate location will not be a nuisance.
  - The applicant is required to answer questions from the community members.
- **Enter into Host Community Agreement. (HCA)**  
After the hearing the applicant shall make application to the Board of Selectmen for a Host Community Agreement with the Town of Hubbardston. The HCA will follow MGL 94G and 935CMR 500.000 Adult Use of Marijuana.
- **Certify compliance with local zoning, including buffer zone requirement.**  
After the Host Agreement has been executed between the Board of Selectmen the applicant will meet with Planning Board to review a general site plan to show that the proposal conforms to the zoning and buffer zone requirements. If the zoning and buffer zone requirements are in compliance with Town of Hubbardston Zoning the Planning Board will vote to send a letter to Cannabis Control Commission that the proposed Marijuana establishment is in compliance with zoning and buffer zone requirement.

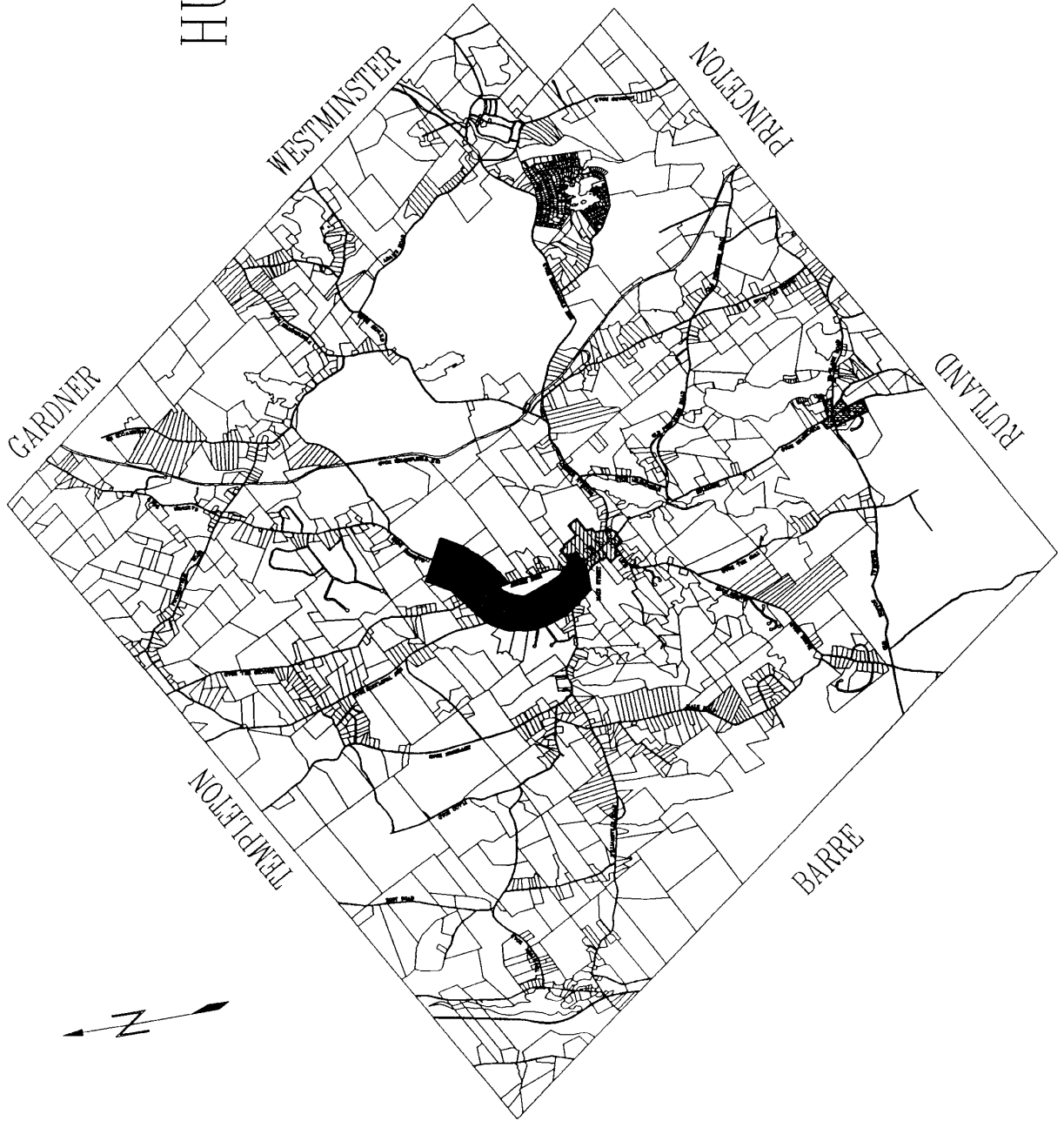
- **Final Approval**

After Cannabis Control Commission has contacted the town that the application is complete the applicant, if required by zoning, must apply to the Planning Board for a Special Permit for Marijuana Establishment per Articles 7, 8, 9 and 21 of the Hubbardston Zoning Bylaw.

# TOWN OF HUBBARDSTON, MA

DECEMBER 1992

- Light Industrial District
- Commercial District
- Town Center District
- Residential/Agricultural District







# 400 feet Abutters List Report

Hubbardston, MA  
July 10, 2025

Hubbardston  
Assessors

LM 7/10/25

### Subject Property:

Parcel Number: 05-080  
CAMA Number: 05-080  
Property Address: 56 GARDNER RD

Mailing Address: PAPER CRANE PROVISIONS LLC  
42 TUCKER DR  
LEOMINSTER, MA 01453

### Abutters:

Parcel Number: 05-043  
CAMA Number: 05-043  
Property Address: 49 GARDNER RD

Mailing Address: [REDACTED]  
49 GARDNER RD  
HUBBARDSTON, MA 01452

Parcel Number: 05-044  
CAMA Number: 05-044  
Property Address: OFF RAGGED HILL RD

Mailing Address: [REDACTED] T  
6 RAGGED HILL RD  
HUBBARDSTON, MA 01452

Parcel Number: 05-046  
CAMA Number: 05-046  
Property Address: 53 GARDNER RD

Mailing Address: [REDACTED] A  
PO BOX 395  
BARRE, MA 01005

Parcel Number: 05-047  
CAMA Number: 05-047  
Property Address: 57 GARDNER RD

Mailing Address: [REDACTED]  
4 WEST BROOKFIELD ROAD  
BROOKFIELD, MA 01506

Parcel Number: 05-048  
CAMA Number: 05-048  
Property Address: 10 RAGGED HILL RD

Mailing Address: [REDACTED]  
10 RAGGED HILL RD  
HUBBARDSTON, MA 01452

Parcel Number: 05-050  
CAMA Number: 05-050  
Property Address: 63 GARDNER RD

Mailing Address: [REDACTED]  
63 GARDNER RD  
HUBBARDSTON, MA 01452

Parcel Number: 05-078  
CAMA Number: 05-078  
Property Address: 46 HIGH ST

Mailing Address: [REDACTED]  
28 HIGH ST  
HUBBARDSTON, MA 01452

Parcel Number: 05-079  
CAMA Number: 05-079  
Property Address: 52 GARDNER RD

Mailing Address: [REDACTED]  
28 HIGH ST  
HUBBARDSTON, MA 01452

Parcel Number: 05-081  
CAMA Number: 05-081  
Property Address: 60 GARDNER RD

Mailing Address: [REDACTED]  
60 GARDNER RD  
HUBBARDSTON, MA 01452



www.cai-tech.com

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7/10/2025

Page 1 of 2



# 400 feet Abutters List Report

Hubbardston, MA  
July 10, 2025

Parcel Number: 05-082  
CAMA Number: 05-082  
Property Address: GARDNER RD

Mailing Address: [REDACTED]  
369 N MAIN ST  
FRANKLIN, NH 03235



[www.cai-tech.com](http://www.cai-tech.com)

7/10/2025

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Abutters List Report - Hubbardston, MA

July							2025
Su	M	Tu	W	Th	F	Sa	
29	30	1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30	31	1	2	

## Main Calendar

Community Outreach Meeting held by Paper Crane Provisions, LLC and Lovewell Provisions, LLC  
**July 31, 2025, 6:30 @ Senior Center, 7 Main St, Hubbardston, MA**  
**PM**

### Join Zoom Meeting

<https://us05web.zoom.us/j/89474965125?pwd=2YNnmlHyj3XbGdbHGcs5aq9i4BQJeE.1>

Meeting ID: 894 7496 5125

Passcode: 6cVqbn

### Jump To Category:

■ Main Calendar (1)

July 14, 2025

Via hand Delivery

Melody Green  
 Town of Hubbardston  
 Hubbardston, MA 01452

RE: Notice of Community Outreach Meeting

Dear Melody:

This letter is to inform you of a Community Outreach Meeting to be held by Paper Crane Provisions, LLC and Lovewell Provisions, LLC regarding applications to the MA Cannabis Control Commission for a Marijuana Dispensary, Manufacturing License and Indoor Cultivation license to be located at 56 Gardner Rd., Hubbardston, MA.

We will be prepared to present and answer the following questions at the community outreach meeting:

- What are the location of the proposed MEs?
- What type of establishment is it—adult use or medical use?
- Are the proposed establishments allowed under current zoning bylaws and ordinances—or is a zoning amendment required?
- Do the proposed establishments require local zoning permitting?
- What permits are required?
- Is there a local licensing regulation pertaining to MEs?
- Is there a local board of health regulation pertaining to MEs and MTCs?
- Does the proposed location comply with the 500-foot buffer zone from existing public or private school (K-12) buildings?
- Do local bylaws or ordinance create a smaller buffer zone?
- If the applicant is moving into an existing building or building a new one, will its premises comply with the security requirements required by law?
- What steps will be taken by the establishments to prevent diversion to minors?
- How will the applicant ensure that the location will not constitute a nuisance to the community as defined by law?
- How will the establishments positively impact the community? Has the municipality passed the local tax option (if the applicant is a marijuana retailer)?
- What are the details of the Host Community Agreement?

The above-mentioned meeting will be held on July 31\* at 6:30pm at The Hubbardston Senior Center, 7 Main St. Hubbardston. There will be an opportunity to ask questions.

Regards,

Boey Bertold



July 14, 2025

Via hand Delivery

Select Board Members  
Town of Hubbardston  
Hubbardston, MA 01452

RE: Notice of Community Outreach Meeting

Dear Members of the Select Board:

This letter is to inform you of a Community Outreach Meeting to be held by Paper Crane Provisions, LLC and Lovewell Provisions, LLC regarding applications to the MA Cannabis Control Commission for a Marijuana Dispensary, Manufacturing License and Indoor Cultivation license to be located at 56 Gardner Rd., Hubbardston, MA.

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Regards,

Boey Bertold



July 14, 2025

Via hand Delivery

Planning Board Members  
Town of Hubbardston  
Hubbardston, MA 01452

RE: Notice of Community Outreach Meeting

Dear Members of the Planning Board:

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Regards,

Boey Bertold





**PAPER CRANE**  
- CANNABIS -

July 14, 2025

Dear Sir/Madam,

As an abutter to 56 Gardner Rd. Hubbardston, MA, this letter is to inform you of a Community Outreach Meeting to be held by Paper Crane Provisions, LLC and Lovewell Provisions, LLC regarding applications to the MA Cannabis Control Commission for a Marijuana Dispensary, Manufacturing License and Indoor Cultivation license to be located at 56 Gardner Rd., Hubbardston, MA.

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Regards,

Boey Bertold



**From:** Gardner Legals GardnerNewsLegals@gannett.com   
**Subject:** Thank you for placing your order with us.  
**Date:** July 13, 2025 at 1:23 PM  
**To:** Lisa@papercranecannabis.com




## THANK YOU for your ad submission!

This is your confirmation that your order has been submitted. Below are the details of your transaction. Please save this confirmation for your records.

We appreciate you using our online self-service ads portal, available 24/7. Please continue to visit Gardner News's online Classifieds [HERE](#) to place your legal notices in the future.

**Deadlines vary by publication, changes and/or cancellations may not be honored due to deadline restrictions.**


### Job Details

Order Number: **LNEO0333422**  
Classification: **Public Notices**  
Package: **General Package**  
Additional Options: **1 Affidavit \$5.00**  
Base amount: **\$60.23**  
Service fee: **\$2.40**  
Cash/Check/ACH   
Discount: **-\$0.00**  
Total payment: **\$62.63**

As an incentive for customers, we provide a discount off the total order cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and save! In no event are service fees refundable.

Payment Type: **mastercard**

### Account Details

lisa mauriello  
56 gardner rd  
hubbardston, MA  01452  
617-595-8681  
Lisa@papercranecannabis.com  
Paper Crane Cannabis  
Credit Card - mastercard \*\*\*\*\*6276

### Schedule for ad number LNEO03334220

**Wed Jul 16, 2025**

**Gardner News** *All Zones*

Notice is hereby given that a Community Outreach Meeting for proposed Marijuana Establishments is scheduled for July 31st, 2025 at 6:30pm at The Hubbardston Senior Center, located at 7 Main St. Hubbardston 01452 and on zoom (<https://www.hubbardstonma.gov/>). Patriots Rd, East Templeton MA. The proposed retail, cultivation, and manufacturing establishments are to be located at 56 Gardner Rd. Hubbardston 01452. There will be an opportunity for the public to ask questions.  
July 16 2025  
LNEO0333422

**From:** Melody Green townclerk@hubbardstonma.gov  
**Subject:** Re: recording of community outreach meeting on 7/31  
**Date:** July 15, 2025 at 4:11 PM  
**To:** Lisa Mauriello Lisa@papercranecannabis.com, Boey Bertold boey@papercranecannabis.com  
**Cc:** Patricia Lowe execassistant@hubbardstonma.gov

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Hi,

I did not initial the letters Boey brought in, but stamped them as received by Town Clerk's office. I signed the ones that I put online, which you can see here <https://www.hubbardstonma.gov/calendar.aspx?view=list&year=2025&month=7&day=31&CID=14,22>

If you'd like me to sign the others, please bring them back in and I'll do that for you.

I have added the Zoom link; thank you for sending that along!

*Melody Green*  
Town Clerk

48 Gardner Road, Unit 12  
Hubbardston, MA 01452  
Phone: 978-928-1400, extension 202  
Fax: 978-928-1402  
Office Hours: Monday 8am-4pm, Tuesday 8am-6pm, Wednesday & Thursday 8am-4pm, Fridays closed (additional hours by appointment)

---

**From:** Lisa Mauriello <Lisa@papercranecannabis.com>  
**Sent:** Tuesday, July 15, 2025 1:26 PM  
**To:** Melody Green <townclerk@hubbardstonma.gov>; Boey Bertold <boey@papercranecannabis.com>  
**Cc:** Patricia Lowe <execassistant@hubbardstonma.gov>  
**Subject:** Re: recording of community outreach meeting on 7/31

Hi Melody and Patricia!

Here are the zoom details for the Community Outreach Meeting:

Join Zoom Meeting

<https://us05web.zoom.us/j/89474965125?pwd=2YNnmlHyi3XbGdbHGcs5aq9i4BQJeE.1>

Meeting ID: 894 7496 5125  
Passcode: 6cVqbn

Bo is going to bring letters to inform you, Melody, as the Town Clerk, as well as for members of the Select and Planning Boards to be put in their town mailboxes regarding the meeting.

Could you please stamp and initial a copy of each letter as "received".

Thank you! I know it seems silly to repeat these steps since we already completed this process 5 years ago, but since our provisional licenses were surrendered due to our non-compliant HCAs, it's necessary to repeat it. Always so many hoops to jump through!

I've attached a copy of each letter below if you wish to print and stamp/sign as received before he arrives.



Lisa Mauriello  
Founder  
617-595-8681  
[papercranecannabis.com](http://papercranecannabis.com)  
@papercranecannabis  
[Menu Pics](#)  
[Strain Descriptions](#)  
[Digital Assets](#)

On Tue, Jul 15, 2025 at 9:00 AM Melody Green <[townclerk@hubbardstonma.gov](mailto:townclerk@hubbardstonma.gov)> wrote:

Hello, the community outreach meeting has been put on the Town's calendar here <https://www.hubbardstonma.gov/calendar.aspx?view=list&year=2025&month=7&day=31&CID=14,22>, and people were informed on Facebook here <https://www.facebook.com/TownofHubbardston/>

Lisa, once you send the Zoom link, I will update the meeting with the link.

*Melody Green*  
Town Clerk

48 Gardner Road, Unit 12  
Hubbardston, MA 01452  
Phone: 978-928-1400, extension 202  
Fax: 978-928-1402  
Office Hours: Monday 8am-4pm, Tuesday 8am-6pm, Wednesday & Thursday 8am-4pm, Fridays closed (additional hours by appointment)

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**From:** Patricia Lowe <[execassistant@hubbardstonma.gov](mailto:execassistant@hubbardstonma.gov)>  
**Sent:** Tuesday, July 15, 2025 8:20 AM  
**To:** Melody Green <[townclerk@hubbardstonma.gov](mailto:townclerk@hubbardstonma.gov)>  
**Cc:** [Lisa@papercranecannabis.com](mailto:Lisa@papercranecannabis.com) <[Lisa@papercranecannabis.com](mailto:Lisa@papercranecannabis.com)>  
**Subject:** Fw: recording of community outreach meeting on 7/31

Hi Mel,

Can you please see that this makes it onto the meeting calendar? Lisa, you will have to make a zoom link and send it to Mel so she can post that along with the meeting. The Cable access will be there to record. If you need anything

else at all, please feel free to reach out to Mel or myself. Have a great day!

Warm Regards,  
**Patricia Lowe**  
Executive Assistant  
Town of Hubbardston  
978-928-1400 x201 (Direct)  
[execassistant@hubbardstonma.gov](mailto:execassistant@hubbardstonma.gov)  
[Town of Hubbardston Webpage](#)

Hubbardston, MA



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**From:** Lisa Mauriello <[Lisa@papercranecannabis.com](mailto:Lisa@papercranecannabis.com)>  
**Sent:** Monday, July 14, 2025 8:52 PM  
**To:** Patricia Lowe <[execassistant@hubbardstonma.gov](mailto:execassistant@hubbardstonma.gov)>  
**Subject:** Re: recording of community outreach meeting on 7/31

Patricia,

Could you also please confirm the details of the below and that this meeting, in addition to being recorded, will be offered on zoom.

Community Outreach Meeting to be held by Paper Crane Provisions, LLC and Lovewell Provisions, LLC regarding applications to the MA Cannabis Control Commission for a Marijuana Dispensary, Manufacturing License and Indoor Cultivation license to be located at 56 Gardner Rd., Hubbardston, MA.

The above-mentioned meeting will be held on July 31<sup>st</sup> at 6:30pm at The Hubbardston Senior Center, 7 Main St. Hubbardston.

Thank you!



Lisa Mauriello  
Founder  
617-595-8681  
[papercranecannabis.com](http://papercranecannabis.com)  
@papercranecannabis  
[Menu Pics](#)  
[Strain Descriptions](#)  
[Digital Assets](#)

On Mon, Jul 14, 2025 at 4:23 PM Lisa Mauriello <[Lisa@papercranecannabis.com](mailto:Lisa@papercranecannabis.com)> wrote:

Hi Patricia,

I wanted to ask if we could please record the community outreach meeting on 7/31 and for it to be provided to me after the meeting?

Thank you so much!



Lisa Mauriello  
Founder  
617-595-8681  
[papercranecannabis.com](http://papercranecannabis.com)  
@papercranecannabis  
[Menu Pics](#)  
[Strain Descriptions](#)  
[Digital Assets](#)

Boey Bertold and Lisa Mauriello led the Community Outreach Meeting on July 31 2025 in Hubbardston with 3 attendees in person and 1 via zoom.

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



# LOVEWELL PROVISIONS, LLC

## POSITIVE IMPACT PLAN 2025

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Lovewell Provisions is aware of and will abide by the requirements set forth in 935 CMR 500.105(4). In accordance with guidance set forth by the CCC, Lovewell Provisions, LLC will direct its efforts on engaging residents of areas of disproportionate impact, as well as giving particular access to those residents who have past non-violent drug offenses.

Lovewell Provisions, LLC acknowledges that the progress or success of the plan in its entirety must be documented annually upon receipt of licensure.

We also acknowledge that in the cases where we intend to donate time, goods, services, or monies, the organization we are benefitting will need to provide a letter stating they have been contacted and are willing to accept the donation that Lovewell Provisions intends to provide.

The goals, programs, and metrics which will be used to determine the progress and success of this plan are laid out below.

1. GOAL: Lovewell Provisions will hire 10% of its staff that are MA residents utilizing the new Equity Works Career Hub platform for its hiring needs, based on need, but no less than once per year.

Program: Lovewell Provisions will prioritize hiring using the Equity Works Career Hub Platform for 10% of its recruitment needs. Residents from Fitchburg, an identified area of disproportionate impact, and/or those with past non-violent drug offenses will be given special priority. Along with these job opportunities, the applicants will be trained by Lovewell Provisions for these jobs.

Metric: Management of Lovewell Provisions shall maintain records of all human resources efforts directed toward pursuit of this goal and evaluate annually if it had met its goal.

We acknowledge that the progress or success of this plan must be documented annually, upon renewal of our license and each year thereafter.

Lovewell Provisions will count and report the number of individuals hired via the Equity Works career Hub platform and those who are from the areas of disproportionate impact, Economic Empowerment recipients and Social Equity Participants and those who have past drug convictions. This number will be assessed from the total number of individuals hired to ensure that 10% of all employees hired fall within this goal.

2. GOAL: To Offer EEA and SEP Recreational Adult-Use Dispensaries a discount of 15% off of Lovewell Products

Program: Found through equity-based networking and advocacy channels, Lovewell Provisions will offer fellow EEA and SEP dispensaries a 15% discount off of our products. As Operators in the cannabis industry, we are sensitive to the burdens of an over-crowded market and 280E, as well as barriers to entry for equity candidates such as a stigmatization and discrimination. These make it difficult for equity businesses to become operational and once doing so, to compete with larger corporations and MSO's. We would like to support equity business by offering our products at a discount to help increase their margins and support their profitability.

Metric: Lovewell Provisions will offer our products discounted at 15% off for fellow EEA and SEP Adult-Use Dispensaries and count how many partners were offered discounts annually.

We acknowledge that the progress or success of this plan must be documented annually, upon renewal of our license and each year thereafter.

Lovewell Provisions, LLC acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and

Lovewell Provisions, LLC acknowledges that any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Nicholas Obolensky is my personal attorney and incorporated the companies Paper Crane Provisions, LLC and Lovewell Provisions, LLC for me. He has no indirect or direct control over either company.

Boey Bertold

**Article 22**  
**COMMERCIAL MARIJUANA ESTABLISHMENTS<sup>91</sup>**

**Sections**

- 22.1 Purpose
- 22.2 Definitions
- 22.3 General Requirement
- 22.4 General Zoning Districts
- 22.5 Procedure for Obtaining a Marijuana Establishment

**22.1 Purpose**

The purpose of this bylaw is to ensure safe access to the growing, distribution, and sale of Marijuana in the Town of Hubbardston. No Marijuana establishment shall impinge on any property owner's right to freedom of noise, odor, light pollution, or to the natural, scenic, historic and aesthetic qualities of their property.

**22.2 Definitions**

All definitions in MGL Chapter 94G Sections 1 Definitions and 935CMR 500.000 Adult Use of Marijuana Section 500.002 Definitions are made part of this bylaw.

**22.3 General Requirements**

All Marijuana Establishments including cultivating, retail sales, product manufacturing, independent testing laboratory, or any other type of marijuana type establishment shall be in conformance with Massachusetts General Law 94G, 935 CMR 500.00 Adult use of Marijuana. The Planning Board shall be the permit granting authority. The enforcement authority of this bylaw shall be the Building Inspector and or Planning Board.

**22.4 General Zoning Districts for Marijuana Establishment**

Marijuana Establishments as described in MGL 94G and 935 CMR 500.00 shall be allowed in the following districts after the applicant has been approved by the Cannabis Control Commission.

**22.4.1 Marijuana Establishment allowed by Special Permit in Residential District:**

Outdoor Marijuana cultivation establishments licensed for Tier 1 (up to 5,000 sf).

**22.4.2 Marijuana Establishment allowed by Special Permit in Residential District:**

Outdoor Marijuana cultivation establishments licensed for Tier 2 (between 5001 and 10,000 sf) by Special Permit.

**22.4.3 Marijuana Establishment allowed by Special Permit in the Town Center District**

Outdoor Marijuana cultivation establishments licensed for Tier 1 (up to 5,000 sf) by Special Permit.

**22.4. Marijuana Establishment allowed in the Commercial District by Special Permit.**

All Marijuana Establishments as defined by MGL 94G are allowed by Special Permit.

**22.5 Procedure for obtaining any Marijuana Establishment Licenses****22.5.1 Conduct a Community Outreach Hearing**

**22.5.1.1** The Planning Board will hold a joint Community Outreach Hearing with Hubbardston Board of Selectmen. All costs associated with this hearing shall be paid for by the applicant.

**22.5.1.2** The Outreach Hearing shall be advertised twice in (14) days period prior to the hearing in the Gardner News and posted on the town website.

**22.5.1.3** A copy of the notice filed with the Town Clerk, Planning Board, Board of Selectmen, Board of Health, building inspector and Police Chief.

**22.5.1.4** A copy of hearing notices must be sent to abutters within 300' of the proposed Marijuana Establishment by registered mail.

**22.5.1.5** The content of the hearing shall include discussion of type of Marijuana establishment to be located, security information, steps taken by applicant to prevent diversion to minors, plan for positive community impact, information to demonstrate location will not be a nuisance.

**22.5.1.6** The applicant is required to answer questions from the community members.

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<sup>91</sup> Adopted June 5, 2018

**22.5.2 Enter into Host Community Agreement. (HCA)**

After the hearing the applicant shall make application to the Board of Selectmen for a Host Community Agreement with the Town of Hubbardston. The HCA will follow MGL 94G and 935CMR 500.000 Adult Use of Marijuana.

**22.5.3 Certify compliance with local zoning, including buffer zone requirement.**

After the Host Agreement has been executed between the Board of Selectmen the applicant will meet with Planning Board to review a general site plan to show that the proposal conforms to the zoning and buffer zone requirements. If the zoning and buffer zone requirements are in compliance with Town of Hubbardston Zoning the Planning Board will vote to send a letter to Cannabis Control Commission that the proposed Marijuana establishment is in compliance with zoning and buffer zone requirement.

**22.6 Final Approval**

After Cannabis Control Commission has contacted the town that the application is complete the applicant, if required by zoning, must apply to the Planning Board for a Special Permit for Marijuana Establishment per Articles 7, 8, 9 and 21 of the Hubbardston Zoning Bylaw.

# TOWN OF HUBBARDSTON, MA

DECEMBER 1992

- Light Industrial District
- Commercial District
- Town Center District
- Residential/Agricultural District





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

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001433374

1. The exact name of the limited liability company is: LOVEWELL PROVISIONS, LLC

2a. Location of its principal office:

No. and Street: 2 PINE STREET  
 City or Town: BEDFORD State: MA Zip: 01730 Country: USA

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

No. and Street: 2 PINE STREET  
 City or Town: BEDFORD State: MA Zip: 01730 Country: USA

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

THIS COMPANY IS ORGANIZED TO APPLY FOR A LICENSE WITH THE CCC TO BE A RETAIL MARIJUANA ESTABLISHMENT AS WELL AS ANY OTHER ACTIVITY IN WHICH A LIMITED LIABILITY COMPANY, ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, MAY LAWFULLY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: BOEY R. BERTOLD  
 No. and Street: 2 PINE STREET  
 City or Town: BEDFORD State: MA Zip: 01730 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	BOEY R. BERTOLD	2 PINE STREET BEDFORD, MA 01730 USA

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

Title	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
SOC SIGNATORY	NICHOLAS OBOLENSKY	128 DORRANCE ST., 6TH FL. PROVIDENCE, RI 02903 USA
SOC SIGNATORY	BOEY R. BERTOLD	2 PINE STREET BEDFORD, MA 01730 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	BOEY R. BERTOLD	2 PINE STREET BEDFORD, MA 01730 USA

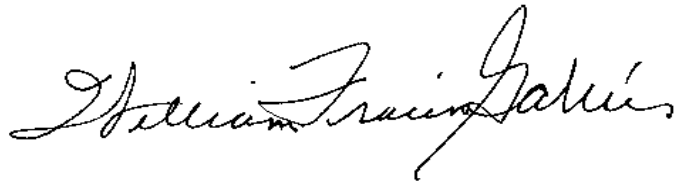
**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of April, 2020,**  
NICHOLAS OBOLENSKY  
*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

April 06, 2020 01:52 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

William Francis Galvin  
Secretary of the  
Commonwealth

July 21, 2025

TO WHOM IT MAY CONCERN:

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

**LOVEWELL PROVISIONS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 6, 2020.**

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: **BOEY R. BERTOLD**

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

I also certify that the names of all persons authorized to act with respect to real property listed in the most recent filing are: **BOEY R. BERTOLD**



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

Processed by: sam

QC by: JA



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LOVEWELL PROVISIONS LLC  
2 PINE ST  
BEDFORD MA 01730-2818

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

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

### *Visit us online!*

Visit [mass.gov/dor](http://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

000029

# LOVEWELL PROVISIONS LLC

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*Business Plan*

# INTRODUCTION

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Lovewell Provisions LLC is a social equity-owned adult-use recreational cannabis dispensary, founded by Boey Bertold. The company holds the highest standards in quality for the marijuana and marijuana products sold at our retail store. Our objective is to be a successful cannabis dispensary in Massachusetts, that not only serves our customers but also benefits our community through our Positive Impact plan.

Lovewell Provisions LLC is an affiliated company of Paper Crane Provisions LLC headquartered at 56 Gardner Rd. in Hubbardston, home to our proposed co-located manufacturing and cultivation facilities. Our first Lovewell Provisions retail store will also be co-located at this site where we plan to sell our own high-quality flower and manufactured products. We plan to open 2 more retail stores in Massachusetts.

# BUDGET

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Retail Sales Operations begin month 3; non-management staff requires 2-week training

Notes	Payroll Expense (Includes 30% Burden)	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
@\$75k/yr x 2 FTE	Retail Mgr.	\$4,875	\$4,875	\$8,125	\$8,125	\$8,125	\$8,125
@\$50k/yr x 2 FTE	Retail Asst. Mgr.	\$6,500	\$6,500	\$10,833	\$10,833	\$10,833	\$10,833
@\$18/hr x 7 FTE	Retail Staff		\$14,196	\$28,392	\$28,392	\$28,392	\$28,392
@\$22/hr x 2 FTE	Inventory Staff		\$4,957	\$9,914	\$9,914	\$9,914	\$9,914
@\$18/hr x 2 FTE	Security Staff		\$4,957	\$8,112	\$8,112	\$8,112	\$8,112
@\$100k/yr x 0.5 FTE	IT Staff	\$5,417	\$5,417	\$5,417	\$5,417	\$5,417	\$5,417



Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total
\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$150,000
\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$96,000
TBD	TBD	TBD	TBD	TBD	TBD	\$-
\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$36,000
\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$36,000
\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
\$800	\$800	\$800	\$800	\$800	\$800	\$8,800
\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$22,000
\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$120,000
					<b>\$42,300</b>	<b>\$474,800</b>

**Monthly Operating Costs - Steady**

**State:**

\$138,093

**Initial 12-Month Operating Cost**

**Total:**

\$1,540,423

## Plan for Obtaining Liability Insurance - Lovewell Provisions LLC

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Lovewell Provisions LLC plans to obtain a liability insurance policy or otherwise meet the requirements of 935 CMR 500.105(10). Lovewell Provisions will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The deductible for this policy will be no higher than \$5,000 per occurrence. Lovewell Provisions is currently engaged with Cannasure Insurance Services to get a quote.

If Lovewell Provisions is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a), Lovewell Provisions will place in escrow \$250,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account required pursuant to 935 CMR 500.105(10)(b) will be replenished within ten business days of any expenditure.

Lovewell Provisions will carry automobile coverage, as well as property and casualty coverage. Coverage to include business interruption protection. Replacement cost will be used to value all property ensuring a full recovery in event of total loss. Business interruption coverage will allow Lovewell Provisions to continue paying employees, vendors, taxes & fees during reconstruction, if necessary. Lovewell Provisions will keep reports documenting compliance with 935 CMR 500.000.

## Policy for Restricting Access to Individuals Age 21 and Older

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### **Lovewell Provisions Retail Facility Access Restriction – Employees, Vendors, and Visitors**

Lovewell Provisions will restrict access to its facilities to individuals who are age 21 and older and are either employees or approved visitors. All employees and prospective employees of Lovewell Provisions will have provided adequate proof of meeting the age 21 and older requirement prior to being submitted for the required registration with the Cannabis Control Commission as Marijuana Establishment Agents.

To ensure that access to Lovewell Provisions is restricted to individuals age 21 and older, mandatory positive identification of all individuals seeking access to the premises of Lovewell Provisions is required to gain entry to the premises. Individuals who are not able to provide Massachusetts State-Issued Identification, or two forms of identification if their State-Issued Identification is that of a state other than Massachusetts, will not be allowed access to the premises of Lovewell Provisions as a visitor.

### **Lovewell Provisions Retail Facility Access Restriction – Retail Customers**

Access to Lovewell Provisions will require any and all individuals looking to gain access to the retail areas of the facility to provide proof that they are 21 years of age or older prior to entering any area of the Lovewell Provisions facility, prior to entering the retail sales area, and a third time at the sales counter. At each check, an ID scanning device will be utilized as part of the age confirmation process to ensure that individuals with expired or false identification are unable to enter the retail areas of the facility.

This triple-check method ensures that access to the premises of Lovewell Provisions and its retail areas will only be possible to individuals 21 years of age or older.

## Procedures for Quality Control and Testing of Product for Contaminants

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All marijuana and marijuana products sold by Lovewell Provisions, LLC will have undergone a strict quality control process in accordance with all quality control requirements detailed in 935 CMR 500, including:

- Mandatory testing of marijuana products that is performed by an Independent Testing Laboratory that has been appropriately certified and licensed by the Cannabis Control Commission (“the Commission”) in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the Department of Public Health
- Mandatory requirement for all vendors of marijuana and/or marijuana product to provide all necessary testing documentation certified by an Independent Testing Laboratory that has been appropriately certified and licensed by the Commission demonstrating that each batch of marijuana and/or marijuana product intended for sale at Lovewell Provisions has passed all required analyses for contaminant levels established in the DPH protocols identified in 935 CMR 500.160(1).
- Maintenance of results of all testing for all batches of marijuana and/or marijuana products sold for a minimum of one year, in accordance with 935 CMR 500.160(3)
- A hold process under which all marijuana product is held until such time that it has been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160 and is determined to be acceptable to be sold or otherwise marketed for adult use.
- Ensuring that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
  - Well cured and generally free of seeds and stems
  - Free of dirt, sand, debris, and other foreign matter
  - Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.00: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000; *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
  - Prepared and handled on food-grade stainless steel tables with no contact with any employees of Lovewell Provisions’ bare hands
  - Packaged in a secure area. 935 CMR 500.105(3)
- Any agents and employees of Lovewell Provisions whose job includes working in direct contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
  - Maintaining adequate personal cleanliness;

- Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other times when hands may have become soiled or contaminated.
- Hand-washing facilities shall be adequately and conveniently located in production areas and where good sanitary practices require employees to wash and sanitize their hands at a suitable water temperature and with suitable drying devices. 935 CMR 500.105(3)
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. 935 CMR 500.105(3)
- Litter and waste shall be properly disposed of so as to minimize the development of odor and the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner according to 935 CMR 500.105(12), 935 CMR 500.105(3)
- All contact surfaces such as floors, walls and ceilings shall be maintained, cleaned and sanitized as frequently as necessary to protect against contamination. 935CMR 500.105(3)
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. 935 CMR 500.105(3)
- Water supply shall be sufficient for necessary operations 935 CMR 500.105(3)
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment 935 CMR 500.105(3)
- The establishment shall provide its employees with adequate, readily accessible toilet facilities. 935 CMR 500.105(3)
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. 935 CMR 500.105(3)

No marijuana or marijuana products at Lovewell Provisions will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

## Employee Handbook for Lovewell Provisions

Lovewell Provisions policies may change at any time, and staff employees are expected to comply with the most current versions. To the extent this Handbook conflicts with any applicable company policy, the policy will govern. If you have questions concerning this Handbook or a policy, consult your supervisor for clarification.

### Background Check Requirements

All employees of Lovewell Provisions will be required to undergo the registration process outlined in 935 CMR 500.030: Registration of Marijuana Establishment Agents. This includes all of its board members, directors, employees, executives, managers and volunteers who are associated with Lovewell Provisions. To meet the necessary base qualifications for employment with Lovewell Provisions, all employees must:

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

Lovewell Provisions will only employ individuals who meet all requirements for registration of marijuana establishment agents outlined in the provisions of 935 CMR 500.800 and 500.802 and have successfully completed the registration process for marijuana establishment agents as required in 935 CMR 500.030.

Lovewell Provisions will only employ individuals who meet all requirements for registration of marijuana establishment agents outlined in the provisions of 935 CMR 500.800 and 500.802 and have successfully completed the registration process for marijuana establishment agents as required in 935 CMR 500.030.

All employees of Lovewell Provisions will have completed the registration process for marijuana establishment agents and received confirmation of their status as a registered marijuana establishment agent of Lovewell Provisions prior to beginning their employment at Lovewell Provisions. Lovewell Provisions will notify the Cannabis Control Commission (the Commission) within one business day after a marijuana establishment agent ceases to be associated with the establishment.

Lovewell Provisions will notify the Commission in a form and manner determined by the Commission within five business days of any changes to the information that Lovewell Provisions was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

## **Zero Tolerance Policy**

Lovewell Provisions has a Zero Tolerance policy in place for specific infractions that violate state and/or federal law or regulations regarding its ongoing operations.

This Zero Tolerance policy is in effect for **all** marijuana establishment agents employed by Lovewell Provisions and applies to the following violations:

- Diverting marijuana – which shall be reported to law enforcement officials and to the Commission;
- Engaging in unsafe practices with regards to the operation of Lovewell Provisions – any violation of which will be reported to the Commission;
- Being convicted or entering 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.

Any marijuana establishment agent who is found to have committed any of the above violations will be subject to immediate dismissal and (in the case of diversion of product) be reported to local law enforcement officials.

## **Alcohol, Smoke, and Drug-Free Workplace Policy**

Lovewell Provisions maintains an alcohol, smoke, and drug-free workplace at all times. Any instance of an employee engaging in any activity involving alcohol, smoking, or drug use in the workplace will be subject to an internal investigation and disciplinary action(s) including, but not limited to, employee suspension, termination of employment, and – if necessary – referral to local law enforcement for illegal activity.

## **Non-Disclosure Agreement (NDA) and Conflict of Interest Statements**

To protect company assets, we require all employees to adhere to our non-disclosure agreement and avoid any conflicts of interest.

### **Non-Disclosure Agreement (NDA)**

Employees & contractors must not misuse confidential information, including internal and client information and communications. It is a condition of employment that the employee signs the Lovewell Provisions Confidentiality and Intellectual Property Assignment Agreement, which will be provided under separate cover.

Confidential information generally consists of non-public information about a person or an entity that, if disclosed, could reasonably be expected to place either the person or the entity at risk of criminal or civil liability, or damage the person or entity's financial standing, employability, privacy or reputation. Lovewell Provisions is bound by law or contract to protect some types of confidential information, and in other instances Lovewell Provisions requires protection of confidential information beyond legal or

contractual requirements as an additional safeguard. Confidential information includes but is not limited to:

- Payroll records, salary, and non-public benefits information
- Social Security numbers, driver's license numbers, state identification card numbers
- Credit and debit card information, and financial account information
- Personnel records, including but not limited to information regarding an employee's work history, credentials, salary and salary grade, benefits, length of service, performance, and discipline
- Individual conflict of interest information
- Computer system passwords and security codes
- Information regarding client accounts including client information
- Lovewell Provisions' internal business plans, tools, products, and strategy methods

### **Conflicts of Interest**

Lovewell Provisions understands that its staff employees may have or be involved in outside financial, business, professional, academic, public service, or other activities. However, outside activities or commitments, familial or other relationships, private financial or other interests, and benefits or gifts received from third parties may create an actual or perceived conflict of interest between the staff employee and Lovewell Provisions. A conflict of interest is a situation, arrangement, or circumstance where the staff employee's outside or private interests or relationships interfere or appear to interfere with those of Lovewell Provisions or cast doubt on the fairness or integrity of Lovewell Provisions' business dealings. Every employee is responsible for disclosing to his or her supervisor, any financial or personal interests, activities, or personal or familial relationships that create an actual or perceived conflict of interest.

The purpose of this policy is to establish guidelines for conflicts of interest or commitment that might arise in the course of an employees' duties and external activities. This policy does not seek to unreasonably limit external activities, but emphasizes the need to disclose conflicts and potential conflicts of interest and commitment, to manage such conflicts and to ensure that Lovewell Provisions' interests are not compromised.

As a basic condition of employment, all Company staff members have a duty to act in Lovewell Provisions' best interest in connection with matters arising from or related to their employment and other Company activities. In essence, this duty means that employees must not engage in external activities that interfere with their obligations to Lovewell Provisions. They may not damage Lovewell Provisions' reputation, compete with Lovewell Provisions' interests, or compromise the independence of Lovewell Provisions' research and business activities, or be seen as doing so. Staff employees likewise must not profit or otherwise gain advantage from any external activity at Lovewell Provisions' expense or engage in external activities under circumstances that appear to be at Lovewell Provisions' expense.

Staff employees must disclose and avoid actual and perceived conflicts of interest or commitment between their Company responsibilities and their external activities. Depending on the circumstances, employee participation in activities in which a conflict or perceived conflict of interest exists may be prohibited or may be permitted but affirmatively managed.

## **Anti-Discrimination Policy**

Lovewell Provisions provides equal employment opportunities to all employees, applicants, and job seekers, and is committed to making decisions using reasonable standards based on each individual's qualifications as they relate to a particular employment action (e.g., hiring, training, promotions).

No person shall be discriminated against in employment or harassed because of race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, age, status as an individual with a physical or mental disability unrelated to ability, protected veteran status, military status, unfavorable discharge from military service, citizenship status, genetic information, marital status, parental status, ancestry, source of income, credit history, housing status, order of protection status, actual or perceived association with such a person or other classes protected by law. This policy includes the commitment to maintaining a work environment based on inclusion and free from unlawful harassment.

Under this policy, no employee or applicant shall be subject to retaliation (including harassment, intimidation, threats, coercion or discrimination) because he/she has engaged, in good faith, in the following activities:

(i) filing a complaint under this policy with Lovewell Provisions, or with federal, state or local equal employment opportunity agencies;

(ii) assisting or participating in an investigation or other activity related to the administration of any federal, state or local equal employment opportunity or affirmative action law;

(iii) opposing any act or practice prohibited by this policy or federal, state or local equal employment opportunity or affirmative action law;

or (iv) exercising any other right protected by federal, state or local equal employment opportunity or affirmative action law.

Staff employees and applicants for employment should immediately bring any complaint or retaliation under this Policy to the business owner.

Lovewell Provisions complies with all federal and state laws concerning the employment of persons with disabilities and acts in accordance with such regulations and guidance including the Americans with Disabilities Act (ADA). Employees with any questions or requests related to these laws and guidelines, including the ADA, should contact Lovewell Provisions' ownership.

## **Employment At Will**

Lovewell Provisions abides by the at will employment doctrine, which means in essence that employees have the right to terminate employment without notice and without cause, for any reason. They are employed at will. As an employer at will, Lovewell Provisions also has the right to terminate any employee for any reason, and also without advanced notice, except where federal or state law prohibit such actions.

## **Compensation**

The amount of compensation you will receive is provided in your offer letter. In addition Lovewell Provisions is required to deduct specific amounts from your paycheck. These deductions may be taken pre-tax or post-tax depending on IRS tax rules.

### **Required deductions for federal and state taxes**

As an employee of Lovewell Provisions, there are certain mandatory deductions under federal law that must come out of employees' paychecks.

They are:

- Social security (pre-tax)
- Medicare (pre-tax)
- Federal withholding taxes (pre-tax)
- State withholding taxes (pre-tax)
- Court-ordered garnishments/child support (post-tax)

### **Voluntary deductions**

Voluntary deductions from an Lovewell Provisions' employee paycheck can include participation in benefits programs such as medical, dental, or vision insurance. These are elective deductions and may be taken pre-tax as laws permit.

### **Other deductions**

Lovewell Provisions may make deductions from an employee's pay for:

- Full day absences for personal reasons or sickness if vacation/sick leave has been exhausted
- Any days not worked in the initial and final weeks of employment
- For hours taken as unpaid leave

### **Overtime pay**

Some employees of Lovewell Provisions are considered to be exempt from overtime.

Exempt status as classified by the Fair Labor Standards Act (FLSA) is for those employed in professional roles, such as those at Lovewell Provisions with a salary (versus an hourly wage).

Non-exempt status is reserved for hourly workers, and they are eligible for overtime.

If you have questions about your status, please ask your supervisor.

### **Pay schedules**

Employees at Lovewell Provisions are paid on a [bimonthly basis on the 15th and 30th] via check or direct deposit. If a payday shall fall on a Saturday, Sunday, or bank holiday, the employee will be paid on the Friday prior.

## **Break times**

To ensure your general health and productivity, employees are offered paid rest breaks of no more than 15 minutes and unpaid lunch time of at least 30 minutes, but not longer than 1 hour.

## **General Employment Information**

### **Probationary periods**

The probationary period is a time for you to learn about your job and become familiar with Lovewell Provisions. During this time, your supervisor will explain Company policies and procedure, your job duties, and your performance expectations. Your performance will be closely evaluated by your supervisor to ensure that you understand and are able to meet the performance expectations. The probationary period is considered to be the employee's first [90] days. Probationary periods may be extended or reenacted on a case by case basis.

### **Resignation procedures**

If you decide to terminate your employment, it is recommended that you give at least a two-week notice to your supervisor in order to maintain a mutually respectful relationship. All resignations must be submitted in writing or email to the [Company Owner or the HR manager].

## **Computers and technology**

Lovewell Provisions' information technology systems and the information served by those systems are valuable and vital assets to Lovewell Provisions. This includes all computer systems (hardware and software), communication systems (networks, telecommunications, video, and audio broadcast systems), and information (processes, documents, data, text images, etc.) in any form on any media.

Lovewell Provisions' information technology systems and all data that reside on them are Company property and may only be used in compliance with applicable law and Company and department policy. As a user of information resources, you are responsible for knowing about appropriate and ethical use of information in all environments you access, protecting the information you are using from corruption or unauthorized disclosure, working in such a manner as to consider the access rights of others, and following applicable guidelines concerning the use and nondisclosure of passwords and other means of access control.

Lovewell Provisions has the right to monitor all of its information technology system and to access, monitor, and intercept any communications, information, and data created, received, stored, viewed, accessed or transmitted via those systems. Staff employees should have no expectation of privacy in any communications and/or data created, stored, received, or transmitted on, to, or from Lovewell Provisions' information technology systems.

## **Leave Policies**

Lovewell Provisions provides the following kinds of leave after the employee has completed their 90 day probationary period. Any leave prior to 90 days will be up to the discretion of management to approve on a case-by-case basis. All leave is on a use-it-or-lose-it basis that resets on January 1st of each year.

### **Vacation Leave**

Lovewell Provisions defines “vacation leave” as leave needed for personal trips such as vacation, birthdays, weddings, etc. Lovewell Provisions provides the following amount of vacation time for employees unless otherwise specified in their employment agreement:

0-3 years tenure = 10 days or 80 hours  
4-5 years tenure = 15 days or 120 hours  
6+ years tenure = 20 days or 160 hours

Vacation leave should be requested in advance through our payroll system under your employee account.

### **Sick Leave**

Lovewell Provisions complies with local, state and federal laws for sick leave. In accordance, we offer 5 days of paid sick leave annually to all employees. Sick leave can be used for personal illness or for caring for an ill family member.

After 2 consecutive days of sick leave, Lovewell Provisions reserves the right to request proof of illness with a signed doctor’s note.

Sick leave should be requested by 8 am on the day in question via email or phone call to your supervisor (please note: text messages do not suffice).

### **Medical and Family Leave**

As a company with fewer than 50 employees, please note that we are not required to comply with the federal Family Medical Leave Act (FMLA).

However, should a situation come up where leave might be required for a personal or family medical issue, we will review providing unpaid leave or flexible working arrangements on a case-by-case basis for employees in good standing who have worked full time at Lovewell Provisions for at least one year.

### **Bereavement Leave**

Lovewell Provisions offers up to 3 days or 72 hours for bereavement leave for employees with an additional 1 day or 8 hours for funerals that require travel of over 100 miles.

Lovewell Provisions reserves the right to require proof of need for bereavement leave.

## **Paid Holidays**

Lovewell Provisions provides the following paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day & the Friday after Thanksgiving
- Christmas Day

If a holiday falls on a weekend, the Friday before or Monday after will be provided as the day off instead.

## **Progressive Disciplinary Policy**

Corrective action is a process designed to identify and correct problems that affect an employee's work performance and/or the overall performance of the department. The progressive corrective action process should be handled consistently within each unit and for each problem. However, progressive discipline is not guaranteed, as Lovewell Provisions is an at will employer, and may choose to terminate an employee at any time with or without cause.

The Progressive Corrective Action Process refers to the following actions:

- Counseling or verbal warning;
- Written reprimand and warning;
- Suspension;
- Suspension pending investigation and final determination;
- Specific warning of discharge; and
- Discharge.

Depending on the situation, any step may be repeated, omitted, or taken out of sequence; however, Lovewell Provisions reserves the right to effect immediate termination consistent with our rights as an at will employer. Each case is considered on an individual basis.

Typically, a preliminary meeting is held with the employee to allow the employee an opportunity to understand the nature of the concern and to explain his/her position on the matter. If necessary, the corrective action documentation would then be put together which would summarize the issue, taking into account any additional information the employee may have provided during the preliminary meeting.

When issuing corrective action, there should be clear and direct communication between the employee and his/her immediate supervisor. This communication should include a meeting between the employee and the supervisor.

However, in cases of serious workplace misconduct an employee is likely to be discharged immediately. Serious workplace misconduct includes, but is not limited to:

- Theft;
- Fighting;
- Behavior/language of a threatening, abusive or inappropriate nature;
- Misuse, damage to or loss of Company property;
- Falsification, alteration or improper handling of Company-related records;
- Unsatisfactory customer service;
- Disclosure or misuse of confidential information;
- Unauthorized possession or concealment of weapons;
- Insubordination (e.g., refusal to carry out a direct assignment);
- Misuse of Lovewell Provisions' electronic information systems;
- Possession, use, sale, manufacture, purchase or working under the influence of non-prescribed or illegal drugs, alcohol, or other intoxicants;
- Any action that violates federal, state or local law.

## **Signature Page**

The Employee Handbook contains important information about Lovewell Provisions, and I understand that I should consult Lovewell Provisions Ownership, or my supervisor, regarding any questions not answered in the handbook. I have entered into my employment relationship with Lovewell Provisions voluntarily, and understand that there is no specified length of employment. Accordingly, either Lovewell Provisions or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur. All such changes will generally be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of v has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding employment agreement. I have had an opportunity to read the handbook, and I understand that I may ask my supervisor any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it.

I further agree that if I remain with Lovewell Provisions following any modifications to the handbook, I hereby accept and agree to such changes.

I have received a copy of Lovewell Provisions' Employee Handbook on the date listed below. I understand that I am expected to read the entire handbook. Additionally, I will sign the two copies of this Acknowledgment of Receipt, retain one copy for myself, and return one copy to Lovewell Provisions'

representative listed below on the date specified. I understand that this form will be retained in my personnel file.

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Signature of Employee

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Date

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Printed Name of Employee

## Record Keeping Procedures - Lovewell Provisions

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Lovewell Provisions will maintain ongoing records over the course of normal operations as a licensed marijuana retailer. We understand that that the records must be available for inspection by the Commission on request. The maintenance of our records will be done so in accordance with generally accepted accounting principles. These will include, but are not limited to, records of the following:

- Written Operating Procedures
- Lovewell Provisions will maintain inventory controls and procedures for conducting monthly inventory reviews of marijuana products as well as a comprehensive annual inventory at least once each year within 12 months of the previous comprehensive inventory. If an oral recording device is utilized, the individuals who conducted the inventory will promptly transcribe all oral recordings in addition to saving the original recordings for a minimum of 3 years.
- Seed-to-sale Tracking Records
- Personnel records including: a job description for each employee and volunteer position, documentation of verification of references, the job description of employment or contract, documentation of all required training, documentation of periodic performance evaluations, a record of any disciplinary action taken, notice of completed responsible vendor and eight-hour related duty training.
- A staffing plan that demonstrates accessible business hours
- Personnel policies and procedures
- All background check reports
- Business records shall be maintained including: assets and liabilities, monetary transactions, books of accounts, sales records, and salary and wages paid to each employee (935 CMR 500.105(9))
- When Marijuana and Marijuana Products or waste is disposed or handled, Lovewell Provisions will create and maintain an electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the 2 Agents of Lovewell Provisions present during the disposal or other handling, with their signatures. We will keep these records for at least three years.
- Following a closure of Lovewell Provisions, all records will be kept for at least two years at our expense and will be available upon request to the Commission.
- Transportation manifests
- Destruction logs
- Security logs
- Security recordings
- Inventory Records

- Any other ongoing records as required by 935 CMR 500.105

## Maintaining of financial records - Lovewell Provisions

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Lovewell Provisions will maintain financial records in accordance with Generally Accepted Accounting Principles (GAAP) as well as 935 CMR 500.000, and will make its records available for inspection by the Commission, upon request. Lovewell Provisions has retained AAFCPAs as its CPA firm. AAFCPA has a Cannabis division. <https://www.aafcpcpa.com/industries/cannabis-businesses/>. Lovewell Provisions will implement AAFCPA's record keeping platform they have developed for the Cannabis Industry.

Lovewell Provisions will keep manual and computerized records of:

- a. assets and liabilities;
- b. monetary transactions;
- c. books of accounts, which shall include journals, ledges, and supporting documents, agreements, checks, invoices, and vouchers;
- d. sales records including the quantity, form, and cost of marijuana products;
- e. salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of Lovewell Provisions
- f. following the closure of Lovewell Provisions, all records will be kept for three years in a form and location acceptable to the Commission

Lovewell Provisions will not utilize software or other methods to manipulate or alter sales data as outlined in *935 CMR 500.140(6)*.

Lovewell Provisions will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data as outlined in *935 CMR 500.140(6)*.

Lovewell Provisions will maintain records that it has performed the monthly analysis as outlined in *935 CMR 500.140(6)*.

If Lovewell Provisions determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission as outlined in *935 CMR 500.140*.

Lovewell Provisions will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements as outlined in *935 CMR 500.140(6)*.

Lovewell Provisions will adopt separate accounting practices at the point-of-sale for marijuana and non- marijuana sales as outlined in *935 CMR 500.140(6)*.

If Lovewell Provisions is co-located it will maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application

for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) as outlined in 935 CMR 500.140(6).

## Employee Qualification and Training Requirements - Lovewell Provisions

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### **Suitability Standard and Background Check Requirements**

All employees of Lovewell Provisions will be required to undergo the registration process outlined in 935 CMR 500.030: Registration of Marijuana Establishment Agents. This includes all of its board members, directors, employees, executives, managers and volunteers who are associated with Lovewell Provisions. To meet the necessary base qualifications for employment with Lovewell Provisions, employees must:

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

Lovewell Provisions will only employ individuals who meet all requirements for registration of marijuana establishment agents outlined in the provisions of 935 CMR 500.800 and 500.802 and have successfully completed the registration process for marijuana establishment agents as required in 935 CMR 500.030

All employees of Lovewell Provisions will have completed the registration process for marijuana establishment agents and received confirmation of their status as a registered marijuana establishment agent of Lovewell Provisions prior to beginning their employment at Lovewell Provisions.

Lovewell Provisions will notify the Cannabis Control Commission (the Commission) within one business day after a marijuana establishment agent ceases to be associated with the establishment.

Lovewell Provisions will notify the Commission in a form and manner determined by the Commission within five business days of any changes to the information that Lovewell Provisions was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

### **Employee Training**

All marijuana establishment agents at Lovewell Provisions will complete training prior to performing job functions as well as eight hours of on-going training annually. Training will be tailored to the specific roles and responsibilities of the job function of each marijuana

establishment agent and will include, on or after July 1st 2019, the completion of a Responsible Vendor Program for all current employees as outlined in 935 CMR 500.105(2)(b).

Employees hired after July 1st, 2019 must successfully complete the Responsible Vendor Program within 90 days of hire as a condition of their employment at Lovewell Provisions.

### **Employee Qualifications**

In addition to the mandatory qualifications for employment at Lovewell Provisions listed above, the following are mandatory qualifications for specific positions:

- Retail Manager
  - 1.5+ Years in a Management Role at a Massachusetts Licensed Adult-Use or Medical Cannabis Retail Marijuana Establishment
  - Bachelor's Degree, or 3+ years in a retail, sales or service industry;
  - Familiarity with METRC and/or other seed-to-sale software
  - Extensive familiarity with Massachusetts Adult-Use Cannabis Regulations as pertain to Retail Marijuana Establishments
  
- Retail Supervisor
  - 1+ years of experience in a Supervisor/Lead role at a Massachusetts Licensed Adult-Use or Medical Cannabis Retail Marijuana Establishment
  - Familiarity with Massachusetts Adult-Use Cannabis Regulations as pertain to Retail Marijuana Establishments
  - Familiarity with METRC and/or other seed-to-sale software
  - High school degree or equivalent
  
- Retail Host
  - Entry-level role
  - Previous experience in retail, sales, or service industry is beneficial
  - Familiarity with Massachusetts Adult-Use Cannabis Regulations as pertain to Retail Marijuana Establishments
  - High school degree or equivalent

## Lovewell Provisions, LLC - Plan for Energy Compliance

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Lovewell Provisions, LLC plans to remain compliant and satisfy the minimum energy efficiency and equipment standards according to the regulations outlined by the CCC and meet all applicable environmental laws, regulations, permits and other approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including the prevention of odor and noise pursuant to 310 CMR 7.00: *Air Pollution Control* as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 50.104(4). As a Marijuana Cultivator, Lovewell will adopt and use additional best management practices as determined by the Commission.

We will work with applicable departments of the divisions of the EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. We understand that license renewal application under 935 VMR 500.103(4) shall include a report of the our energy and water usage over the 12-month period preceding the date of application. We understand that Marijuana Cultivators will be subject to the following minimum energy efficiency and equipment standards:

- The building envelope for all facilities, except Greenhouses shall meet minimum MA Building Code requirements and all MA amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Standard 90.1 Sections 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
- Lighting used for Cannabis cultivation shall meet specific requirements as set forth in 935 CMR 500.120. For our outdoor cultivation of marijuana, we will not utilize any supplemental lighting.
- HVAC and dehumidification systems shall meet MA Building Code requirements and all MA amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*). As part of the documentation required under 935 CMR 500.120(11)(b), a Marijuana Cultivator shall provide a certification from a MA Licensed Mechanical Engineer that the HVAC and dehumidification systems meet MA building code as specified in 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads for the facility.
- Safety protocols shall be established and documented to protect workers, Consumers, or Visitors (e.g., eye protection near operating Horticultural Lighting Equipment).
- Requirements in 935 CMR 500.120(11)(b) and (c) shall not be required if an indoor Marijuana Cultivator is generating 80% or more of the total annual on-site energy use for all fuels (expressed in a MWh basis) from an on-site clean or renewable generating source, or renewable thermal generation. Lovewell will document that renewable energy

credits or alternative energy credits representing the portion of the energy usage not generated onsite have been purchased and retired on an annual basis.

- Prior to final licensure, Lovewell Provisions will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a MA Licensed Professional Engineer or MA Licensed Registered Architect with supporting documentation, together with submissions of building plans under 935 CMR 500.103.
- We will identify potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities. 935 CMR 500.105(15)
- We will consider of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable. 935 CMR 500.105(15)
- We'll implement strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage). 935 CMR 500.105(15)
- We will engage with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. 935 CMR 500.105(15)

## Diversity Plan

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Lovewell Provisions will adhere to 935 CMR 500.101(e) and implement a diversity plan to promote equity among people of color, women, veterans, persons with disabilities and those falling under LGBTQ+.

### **Statement of Purpose**

Lovewell is committed to diversity and a professional environment that does not discriminate based on race, color, religion, gender or gender identity, national origin, age, disability, sexual orientation, military or veteran status, ancestry, or marital status.

Lovewell's Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization.

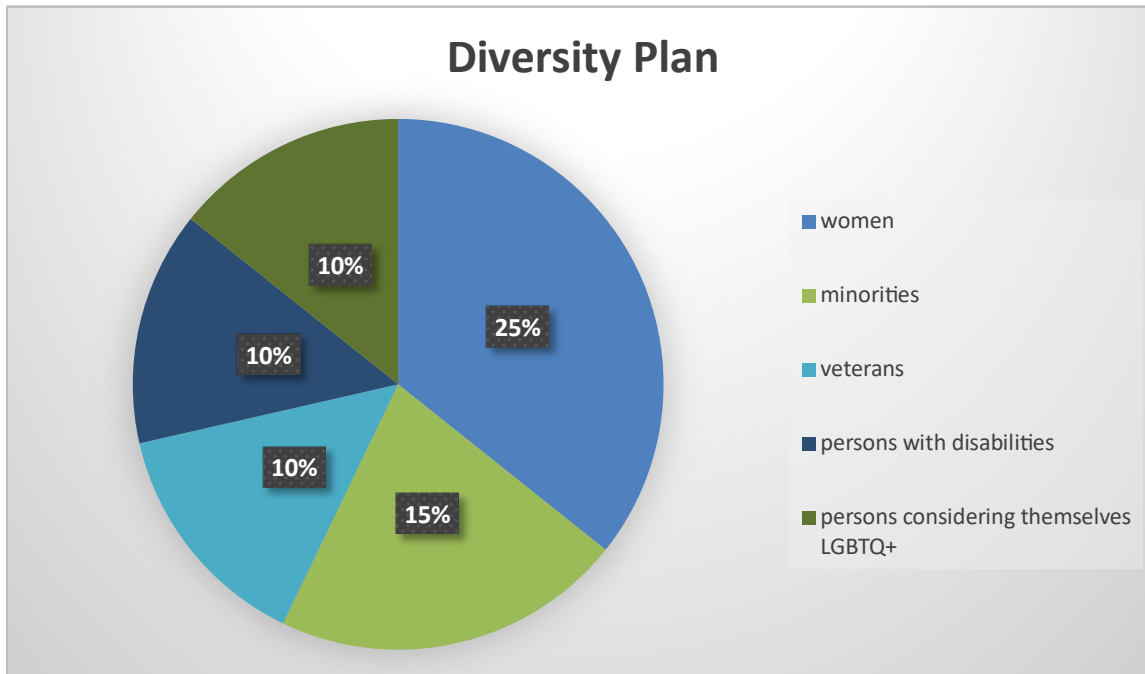
Furthermore, this Diversity Plan was created to ensure that we are able to reach our goals described below.

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

Lovewell Provisions will have the following Goals, Programs, and Measurements:

Goal 1: Hire individuals falling into the demographics of:

- 25% women
- 15% people of color particularly Black, African American, Hispanic, Latinx, and Indigenous people.
- 10% Veterans
- 10% persons with disabilities
- 10% persons considering themselves LGBTQ+



Program: We will post ads at least once annually in Fitchburg’s newspaper, The Sentinel and Enterprise, to recruit candidates falling into the above categories.

Metric: At the end of year one of Lovewell Provisions receiving the provisional license, we will count how many ads we posted in the Sentinel and Enterprise and how many candidates we successfully recruited.

Goal 2: Contracting with diverse businesses for the purchase of wholesale marijuana products so that products purchased wholesale are supplied by the following groups:

- 25% women
- 15% people of color particularly Black, African American, Hispanic, Latinx, and Indigenous people.
- 10% Veterans
- 10% persons with disabilities
- 10% persons considering themselves LGBTQ+

Metrics: We will document the number of diverse wholesalers that are engaged to determine if the percentage goals for contracts are achieved.

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

Lovewell Provisions acknowledges that any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

We also acknowledge that in the cases where we intend to donate time, goods, services, or monies, the organization we are benefitting will need to provide a letter stating they have been contacted and are willing to accept the donation that Lovewell Provisions intends to provide.

Lovewell Provisions acknowledges that the progress or success of the plan, in its entirety, must be documented annually upon receipt of provisional license.