



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1326
Original Issued Date: 06/08/2023
Issued Date: 06/08/2023
Expiration Date: 06/08/2024

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification
Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: M2B Home Delivery, Inc.

Phone Number: 413-530-8325 Email Address: adamjprovost@gmail.com

Business Address 1: 139 Silvio O Conte Drive Business Address 2:
Business City: Greenfield Business State: MA Business Zip Code: 01301
Mailing Address 1: 312 Davis St Mailing Address 2:
Mailing City: Greenfield Mailing State: MA Mailing Zip Code: 01301

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a
DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE305884

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51 Percentage Of Control: 51
Role: Executive / Officer Other Role:
First Name: Adam Middle Name: J Last Name: Provost Suffix: Mr
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Date generated: 07/05/2023

Percentage Of Ownership: 49	Percentage Of Control: 49
Role: Executive / Officer	Other Role:
First Name: Marcus	Middle Name: G Last Name: Stetson Suffix: Mr
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 HAVING DIRECT OR INDIRECT CONTROL

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Marcus	Last Name: Stetson	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$250000 Percentage of Initial Capital: 100
Capital Attestation: Yes		

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Marcus	Last Name: Stetson	Suffix: Mr.
Marijuana Establishment Name: The Heirloom Collective, Inc.	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Bernardston	Marijuana Establishment State: MA	

Individual 2

First Name: Marcus	Last Name: Stetson	Suffix: Mr.
Marijuana Establishment Name: The Heirloom Collective, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Hadley	Marijuana Establishment State: MA	

Individual 3

First Name: Marcus	Last Name: Stetson	Suffix: Mr.
Marijuana Establishment Name: The Heirloom Collective, Inc.	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Bernardston	Marijuana Establishment State: MA	

Individual 4

First Name: Marcus	Last Name: Stetson	Suffix: Mr.
Marijuana Establishment Name: The Heirloom Collective, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Bernardston	Marijuana Establishment State: MA	

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 139 Silvio O. Conte Drive	Establishment Address 2:
Establishment City: Greenfield	Establishment Zip Code: 01301
Approximate square footage of the establishment: 1500	How many abutters does this property have?: 7
Have all property abutters been notified of the intent to open a Marijuana Delivery Operator Licensee 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.pdf	pdf	63ed0832a8e275000725854d	02/15/2023
Certification of Host Community Agreement	HCA Certification Form_M2B Home Delivery_Signed.pdf	pdf	64270b998399390008984be6	03/31/2023
Community Outreach Meeting Documentation	Community Outreach Meeting Documentation.pdf	pdf	64273ee18399390008989f91	03/31/2023

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Donation Acceptance Letter	NELCWIT Letter.pdf	pdf	642711ec2c9c310008b3852e	03/31/2023
Plan for Positive Impact	M2B Home Delivery, Inc. - Positive Impact Plan.pdf	pdf	643716e88399390008a57fda	04/12/2023

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer Other Role:

First Name: Adam Last Name: Provost Suffix: Mr

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer Other Role:

First Name: Marcus Last Name: Stetson Suffix: Mr

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	M2B Home Delivery - Certificate of Good Standing Secretary of Commonwealth.pdf	pdf	63ed0a8b35eb0600088bad0f	02/15/2023
DUA attestation if no employees	Dept of Unemployment Attestation.pdf	pdf	63ed0ac0a8e2750007258c76	02/15/2023
Department of Revenue - Certificate of Good standing	DOR Cert of Good Standing.pdf	pdf	64270be78399390008984ca8	03/31/2023

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Organization.pdf	pdf	63ed0acba8e2750007258c8d	02/15/2023
Bylaws	M2B Home Delivery; By-Laws.pdf	pdf	63ed0ad5a8e2750007258ca1	02/15/2023

Massachusetts Business Identification Number: 001585122

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	M2B Delivery - Business Plan.pdf	pdf	6347492f76c666000823b4e5	10/12/2022
Plan for Liability Insurance	M2B Home Delivery, Inc. - Plan for Obtaining Liability Insurance.pdf	pdf	6391f923522535000840ca64	12/08/2022
Proposed Timeline	M2B Home Delivery, Inc. - Timeline.pdf	pdf	64064b683a44570008a69fea	03/06/2023

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	M2B Home Delivery, Inc. - Security Plan.pdf	pdf	6391fa92522535000840d230	12/08/2022
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	M2B Home Delivery, Inc. - Delivery Plan.pdf	pdf	6391fc98522535000840dc9b	12/08/2022
Storage of marijuana	M2B Home Delivery, Inc. - Storage Plan.pdf	pdf	6391fd6a522535000840de66	12/08/2022
Transportation of marijuana	M2B Home Delivery, Inc. - Transportation Plan.pdf	pdf	6391fdaa522535000840df08	12/08/2022
Inventory procedures	M2B Home Delivery, Inc. - Inventory Plan.pdf	pdf	6391fdeea0fd020008d55e77	12/08/2022
Prevention of diversion	M2B Home Delivery, Inc. - Prevention of Diversion Plan.pdf	pdf	6391fe31a0fd020008d55f32	12/08/2022
Dispensing procedures	M2B Home Delivery, Inc. - Dispensing Procedures.pdf	pdf	6391fead522535000840e06f	12/08/2022
Personnel policies	M2B Home Delivery, Inc. - Personnel Policies.pdf	pdf	6391fee9522535000840e0d1	12/08/2022
Record-keeping procedures	M2B Home Delivery, Inc. -Record Keeping Procedures.pdf	pdf	6391ff1ca0fd020008d5607b	12/08/2022
Maintenance of financial records	M2B Home Delivery, Inc. - Maintenance of Financial Records Plan.pdf	pdf	6391ff4fa0fd020008d560c1	12/08/2022
Qualifications and training	M2B Home Delivery, Inc. - Qualifications and Intended Trainings for Agents.pdf	pdf	6391ff94a0fd020008d5615a	12/08/2022
A plan to obtain marijuana and	M2B Home Delivery, Inc. - Plan for	pdf	63920026522535000840e3ca	12/08/2022

marijuana products	Obtaining Marijuana and Marijuana Products.pdf				
A detailed plan for White Labeling	M2B Home Delivery, Inc. - White Labeling Plan.pdf	pdf	6392005d522535000840e43a	12/08/2022	
Energy Compliance Plan	M2B Home Delivery, Inc. - Energy Compliance Plan.pdf	pdf	639200ee522535000840e533	12/08/2022	
Diversity plan	M2B Home Delivery, Inc. - Diversity Plan.pdf	pdf	64342fec2c9c310008bd5a44	04/10/2023	
Procedures for quality control and testing of product for potential contaminants	M2B Home Delivery, Inc. - Quality Control and Testing Procedures.pdf	pdf	6437170b2c9c310008c0b36b	04/12/2023	
Prevention of diversion	M2B Home Delivery, Inc. - Plan to Restrict Access to Individuals 21 and Older.pdf	pdf	643717212c9c310008c0b388	04/12/2023	

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee 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.:

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

The City of Greenfield (the “City”) Zoning Ordinance (the “Ordinance”) provides that Adult-Use Marijuana Establishments, including Delivery Operator Marijuana Establishments, are uses allowed by special permit in the Planned Industry District (“PI”).

The proposed facility of M2B Home Delivery, Inc. (the “Company”) is located at 139 Silvio O. Conte Drive, Greenfield, Massachusetts 01301 (the “Facility”). The Facility is located in the PI zoning district and is eligible for a special permit from the Greenfield Zoning Board of Appeals (the “Board”). *See* § 200-4.12(C)(17).

Pursuant to Section 200-7.17 of the Ordinance, no special permit shall be granted without first having executed a Host Community Agreement with the City of Greenfield and holding a Community Outreach Meeting in accordance with 935 CMR 500. The applicant must also provide proof that the application to the Cannabis Control Commission (“CCC”) has been deemed complete pursuant to 935 CMR 500.102. The Company will submit an application for a special permit to the Board once the CCC deems the Company’s application complete, proof of which will be included in the application package to the Board. The Company will not operate the Facility until it obtains a valid Marijuana Establishment license and associated operating authorization from the CCC.

Application General Requirements and Conditions

The Company will file an application for a special permit with the Board and the City Clerk pursuant to § 200-8.3 of the Ordinance and in accordance with G.L. c. 40A, § 9. The application will comply with the rules adopted by the Board relative to the procedures for submission and approval of special permits, including providing copies of all application materials and plans. The Company will pay all required fees for the special permit application.

The Company will be able to satisfy all general requirements and conditions for a Marijuana Delivery Operator, as set forth in § 200-7.17(E) of the Ordinance:

- (1) All processing, testing, product manufacturing and retail will take place within a fully enclosed building.
- (2) Marijuana plants, products and paraphernalia will not be visible from outside the building in which the marijuana establishment is located. No outdoor storage will be used at the Facility.
- (3) The hours of operation of the establishment shall not include the hours between 10:00 PM and 7:00 AM.
- (4) The Facility will not be located within a radius of 250 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.
- (5) There will be no smoking, burning or consumption of any product containing marijuana or marijuana-related products on the premises of the Facility.

- (6) The Facility will not be located inside transient housing such as motels and dormitories, or inside a movable or mobile structure such as a van or truck.
- (7) All signage will comply with CCC requirements and the requirements of Section 200-6.7 of the Ordinance.
- (8) The Facility will provide the Greenfield Police Department, Building Inspector and Board with the names, phone numbers and email addresses of all management staff and keyholders to whom they can provide notice if there are operating problems associated with the Facility.
- (9) The Facility will not be used as a Home Occupation, as defined in Section 200-6.3 of the Ordinance.
- (10) The Facility will provide 30 days written notice by certified mail to all preexisting House of Worship within 300 feet of the public meeting at which the special permit shall be considered by the Board.
- (11) The Facility will not operate from a moveable, mobile or transitory location, except as permitted pursuant to its delivery operator license in accordance with 935 CMR 500.
- (12) If the Company owns six or more vehicles for the purpose of delivery, at least a third of the total vehicles owned by the Company will either be hybrid or electric vehicles.
- (13) The Facility will comply in every respect with the requirements of 935 CMR 500.110 which regulates "Security Requirements for Marijuana Establishments."

Special Permit Requirements

In addition to the application requirements set forth in § 200-7.17(E), the Company will be able to satisfy all requirements for a special permit for a Marijuana Delivery Operator, as set forth in § 200-7.17(F)(1) of the Ordinance.

- a) The Company will provide proof that the application to the CCC has been deemed complete pursuant to 935 CMR 500.102.
- b) The Company will provide the name and address of each owner of the Facility.
- c) The Company will provide copies of all required licenses and permits issued to it by the Commonwealth of Massachusetts and any of its agencies for the Marijuana Establishment.
- d) The Company will provide evidence of its right to use the site of the Marijuana Establishment for the Marijuana Delivery Operator, such as a deed, or lease.

- e) The Company will provide a statement under oath disclosing all of its owners, shareholders, partners, members, managers, directors, officers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Company will disclose the identity of the owners of such entities until the disclosure contains the names of individuals.
- f) The Company will provide a certified list of all parties in interest entitled to notice of the hearing for the special permit application, taken from the most recent tax list of the City and certified by the City Assessor.
- g) The Company will provide an approval letter from the Greenfield Chief of Police regarding the proposed security measures for the Marijuana Establishment, including lighting, fencing, gates and alarms, etc., to ensure the safety of the persons and to protect the premises from theft.

The Board must hold a public hearing within sixty-five (65) days from the date of filing the special permit application. The Board shall take final action on the application within ninety (90) days following the close of the public hearing and may either approve, deny or approve with application with conditions. § 200-8.3(B)-(C).

Criteria for Approval

The Company understands that the Board is authorized to consider whether the Company has submitted sufficient information from which it can conclude that the proposed Facility will not adversely impact adjacent properties, the neighborhood, the City, or the environment. The Company will submit, as part of its special permit application, information demonstrating compliance with the following criteria pursuant to § 200-8.3(F):

1. Convenient and safe vehicular and pedestrian circulation at the Facility and in relation to adjacent streets and property. The service level of adjacent streets will not be significantly reduced due to added traffic volume or type of traffic in accordance with the most recent edition of the Highway Capacity Manual;
2. The proposed Facility will not overload the capacity of water and sewer systems, storm drainage, schools, solid waste disposal facilities, and other public facilities;
3. The design of the Facility will provide for adequate methods of disposal of sewage, refuse, or other wastes generated by the proposed use;
4. The Facility will not increase erosion, flooding, or sedimentation either on-site or on neighboring properties and shall be consistent with the Massachusetts Wetlands Protection Act (MGL c. 131, § 40) and Chapter 423 of the Greenfield Code;

5. The Facility will not create a significant adverse impact on the quality of the natural environment including wildlife, vegetation, air, surface and groundwater, during or after construction;
6. The design of the Facility will minimize earth removal, volume of cut and fill, grade changes, and the removal of existing trees and vegetation;
7. The Facility will not have a significant adverse fiscal impact on the City in terms of balancing as near as possible the cost of public services and public revenue provided through taxes and other income;
8. The Facility will be compatible with existing uses and other uses allowed by right in the district, and shall not detract from the character and scale of neighboring properties;
9. The design of the Facility will minimize the visibility of visually degrading elements and maximize the use of screening, vegetated buffer zones, and open space;
10. The proposed Facility will be consistent with the purposes and intent of the Ordinance.

The Company will also provide sufficient information for the Board to make the necessary findings pursuant to § 200-7.17(F)(2):

- a. The Facility is designed to minimize any adverse visual or economic impacts on abutters and other parties in interest, as defined by G.L. c. 40A, § 11;
- b. The Facility will meet all the permitting requirements of all applicable agencies within the Commonwealth of Massachusetts and will be in compliance with all applicable state laws and regulations; and
- c. The Company will satisfy all of the conditions and requirements of § 200-7.17(E) and (F).

The Company understands that the Board may impose additional conditions, safeguards and limitations it deems appropriate pursuant to § 200-7.17(H). Such conditions, safeguards, and limitations shall be in writing and may include, but are not limited to, the following:

1. Front, side and rear yards greater than the minimum required;
2. Screening of parking areas or other parts of the premises from adjoining properties or from streets by the use of walls, fences, plantings or other such devices;
3. Limitations of size, number of occupants, method or time of operation or extent of facilities;
4. Modification to buildings, structures, signs, or landscape materials;

5. Additional parking, loading or traffic requirements beyond the minimum required;
6. Measures to protect against environmental pollution;
7. Performance bond or other security to ensure that the project meets the conditions specified in the special permit;
8. Any other conditions when deemed necessary to protect the public health, safety, and welfare.

The Company understands that any substantial change, alteration or expansion of a use allowed by special permit shall require a special permit from the Board.

The Company agrees that it will comply with the off-street parking, loading, and signage requirements contained in Section 200-6.5, 6.6 and 6.7 of the Ordinance and agrees to the following:

1. In the PI district, loading areas shall be set back from the front lot line by a minimum of twenty-five (25) feet from the side and rear lot lines by a minimum of fifteen (15) feet.
2. The Board may require a greater number of parking spaces and/or greater loading area if it finds that the minimum requirements are not sufficient.
3. Signs for the Facility shall be in accordance with § 200-6.7(A)(4). The Board may impose restrictions on signage as appropriate for the site. If additional sign restrictions are not specified with the special permit, the Facility shall abide by 935 CMR 500.105(4).

The Company understands that a violation of the Ordinance or the conditions of any special permit issued hereunder shall entitle the Board to notice a public hearing to consider the modification, suspension or revocation of the special permit or any orders or conditions relating thereto.

The Company is or will be able to satisfy the Board that the Ordinance's criteria are met.

The proposed Facility will not have adverse effects on the neighborhood or the City and will be an asset to the community. The Facility promotes the general welfare of the inhabitants of Greenfield through encouraging economic development, creating employment opportunities, and increasing the Town's tax base through commercial development.

The Company is committed to a long partnership with the City, whereby both the Company and the City realize substantial benefits. As such, the Company has agreed to make annual host community payments to the City in amounts that comply with limitations set by G.L. c. 94G, §3(d).

The Facility is developed to address potential adverse impacts, traffic congestion and safety concerns, as well as to minimize the impact on the City's resources and municipal services. The proposed Facility will be well lit at night and have extensive camera coverage of the premises, promoting safety and discouraging loitering. The Company will maintain the Facility in good condition.

The Facility will create several new jobs and vendor opportunities for those in the community. The Company will make every effort to hire from the local community and plans to use local vendors whenever possible. The Company will use good faith efforts to ensure at least twenty-five percent (25%) of the vendors and/or contractors utilized by the Facility will be based on the City. Additionally, the Company seeks to hire a diverse workforce, consistent with the culture and diversity of the community in the Greenfield area to ensure everyone has the tools and opportunities needed to be successful.

Convenient and safe vehicular and pedestrian circulation at the Facility. The Facility is solely used by a delivery operator for the warehousing and delivery of marijuana and marijuana products, and will not have any consumer traffic. Only employees and authorized visitors will be permitted entry to the premises. There will not be a significant increase in traffic or parking as a result of the Facility beyond that of other similar uses in the PI District. The service level of adjacent streets will not be significantly reduced as a result of added traffic. Parking and loading for the Marijuana Establishment will be adequate and in accordance with Section 200-6.5, and 6.6 of the Ordinance, or any further condition imposed by the Board. There will be no nuisance or serious hazard to vehicles or pedestrians.

There will be adequate water, sewer and other utilities that are available or will be provided to the Facility. The effect on City utilities and other public services and facilities will be roughly equivalent to the effect any delivery operator establishment would have. No cultivation, manufacturing or retail sales of marijuana will occur at this location.

The Facility will provide adequate methods of disposal of sewage, refuse, or other wastes that may be generated. As the Facility is solely used for the warehousing and delivery of finished marijuana and marijuana products, the Company does not anticipate that there will be significant waste generation at the site.

The Facility will be located in an existing industrial building with an existing parking lot. Thus, the Facility will not increase erosion, flooding, or sedimentation either on-site or on neighboring properties and there will not be any earth removal, grade changes, or the removal of existing trees and vegetation. The Facility will not create a significant adverse impact on the quality of the natural environment including wildlife, vegetation, air, surface and groundwater.

The Facility will not detract from the neighborhood character and scale of the neighboring properties and will be compatible with existing uses and other uses allowed by right in the PI district. The Facility will be designed to minimize the visible of degrading elements and use screening, vegetated buffer zones and/or open space. The Company is committed to retaining a

positive neighborhood character. The Company will accomplish this by ensuring compliance with the provisions of the Ordinance, including any design, parking, signs, landscaping, environmental standards and other pertinent sections. The Company will also maintain the Facility in good condition. The Facility will maintain normal business hours, as determined by the Board. The Facility will not be located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

The Company submits that no activities occurring or products offered within or on the premises of the Facility will be displayed in the windows or on the building thereof, or be visible to the public from the pedestrian sidewalks or walkways or from other areas, public or semi-public, outside such Facility or premises.

The Company acknowledges that all business signage at the Facility will conform to the provisions in Section 200-6.7 of the Ordinance, in addition to being subject to the requirements promulgated by the CCC (935 CMR 500), and that any exterior sign may identify the establishment but will not contain any other advertisement.

The Company acknowledges that no permit shall be granted to any applicant, principal officer, agent, owner or manager of the Facility who has been convicted of a felony in the Commonwealth of Massachusetts or convicted of an offense in another state that would be a felony in the Commonwealth, except a prior conviction solely for a marijuana offense or solely for a violation of G.L. c. 94C, § 34, unless the offense involved distribution of a controlled substance, including marijuana, to a minor. The application shall include proof of the foregoing, by sworn statement and including submission to a CORI from the Chief of Police for each of the aforementioned individuals. The Chief of Police shall report to the Board prior to the close of the public hearing whether or not the applicant complies with these criteria.

The Facility will demonstrate that it has met the permitting requirements of all applicable state agencies by providing the Board with copies of its accepted permit application(s) and/or granted permit(s), as well as any other information requested by the Board.

Application Process

The Company will be prepared to file its Special Permit application with the Board, along with all required materials and documentation, after receiving notice from the CCC that its application has been deemed complete. Once the Company has received notice of its complete application from the CCC and submitted its Special Permit application, it will become eligible to receive a special permit from the Board.

After the Special Permit application is filed and the submission requirements satisfied, the Board shall hold a public hearing within sixty-five (65) days after the filing of the application. Notice of this hearing shall be given by publication and posting and by mailing to all “parties in interest” — petitioner, abutters, owners of land directly opposite on any public or private street or way and owners of land within three hundred (300) feet of the property line as they appear on the most recent applicable tax list.

The Board shall act within ninety (90) days following the public hearing. The granting of a special permit shall require a favorable vote of at least four (4) members of the Board. The Board shall file the decision, the vote of the decision and reasons for the decision with the City Clerk within fourteen (14) days of the decision and follow certain notification procedures in accordance with G.L. c. 40A, § 9.

Failure by the Board to take final action on a special permit application within ninety (90) days following the close of the public hearing shall be deemed to be a grant of the special permit. G.L. c. 40A, § 9.



Host Community Agreement Certification Form

Instructions

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

Certification

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

1. Name of applicant:

M2B HOME DELIVERY INC.

2. Name of applicant's authorized representative:

ADAM PROVOSE

3. Signature of applicant's authorized representative:

Adam Provo

4. Name of municipality:

CITY OF GREENFIELD MA 01301

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

ERIC TWAROG, Director, Department of Planning and Development



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

Eric Twarog

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

eric.twarog@greenfield-ma.gov

8. Host community agreement execution date:

10/31/22

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): 2/7/23
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: 1/20/23
b. Name of publication: THE RECORDER

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: 1/19/23

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: 1/18/23

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - 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:

M2B HOME DELIVERY INC

Name of applicant's authorized representative:

ADAM J. PROVOST

Signature of applicant's authorized representative:

Adam J. Provost



ATTACHMENT A

Adam Provost <adamjprovost@gmail.com>

Fwd: PROOF COMMUNITY OUTREACH MEETING

Adam Provost <aprovost@summiticeinc.com>
To: adamjprovost@gmail.com

Wed, Jan 18, 2023 at 11:17 AM

Thank you, Adam

Adam J. Provost

Vice President

Summit Ice

P: 413-773-0234

F: 413-774-3607

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

From: <shunter@recorder.com>

Date: Wed, Jan 18, 2023 at 11:06 AM

Subject: PROOF COMMUNITY OUTREACH MEETING

To: <aprovost@summiticeinc.com>

Hi Adam here is the first notice proof suzanne

Greenfield Recorder
PO Box 299
Northampton, MA 01061
413-584-5000 | Customer Service 413-772-0148

Advertising Invoice

SUMMIT ICE
PO BOX 968
GREENFIELD, MA 01302

Cust#:15183
Ad#:380509
Phone#:413-773-0234
Date:01/18/2023

Salesperson: Suzanne Hunter

Classification: Legals

Ad Size: 1.0 x 3.50

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Recorder	01/20/2023	01/20/2023	1	128.01	128.01

Payment Information:

Date:	Order#	Type
01/18/2023	380509	BILLED ACCOUNT

Total Amount: 128.01

Tax: 0.00

Amount Due: 128.01

“ ATTACHMENT A ”

COMMUNITY OUTREACH MEETING - Thank you for your business!

Ad Copy


PUBLIC NOTICE

**COMMUNITY
OUTREACH MEETING**

Notice is hereby given that M2B Home Delivery, Inc. will hold a Community Outreach Meeting on February 7, 2023, from 6 p.m. to 7 p.m. at the Hampton Inn & Suites, at 184 Shelburne Road, Greenfield, MA 01301, to discuss the proposed siting of a licensed Marijuana Establishment. The proposed Marijuana Licensed Delivery Establishment is anticipated to be located at 139 Silvio O Conte Dr., Greenfield, MA 01301. There will be an opportunity for the public to ask questions and receive answers from company representatives about the proposed facility and operations. Those in attendance are encouraged to follow the Department of Public Health's June 10, 2022 Advisory Regarding Face Coverings.

January 20

380509

 **380509.pdf**
29K

BUSINESS, B3

Palestinian native serving up home fare in Greenfield



SPORTS, B1

UMass junior goalie Graham makes most of first start



GREENFIELD RECORDER

recorder.com

Serving the people of Franklin County



and North Quabbin since 1792

January 20, 2023

FRIDAY

NEW SALEM

Ruling upends permit for museum

Abutters win Land Court challenge to a change in use to commercial venue

By DOMENIC POLI
Staff Writer

NEW SALEM — The future of the New Salem Museum and Academy of Fine Art appears uncertain after the state Land Court this week annulled the special permit the town's Planning Board issued to the facility two years ago.

Husband and wife Vincent and Laura Barletta say they bought 37 South Main St. from Vincent's mother roughly three years ago with hopes of displaying their art collection for the public's enjoyment and hosting fee-based events.

But some in town were concerned about environmental impacts, noise and alcohol use. A lawsuit was filed in early 2021 by abutters Steven and Jane Schoenberg, Peter and Sandra Fisher, Brian and Genevieve Casey, and Susan Arnold and Dorothy Johnson, who sued the Barlettas and the New Salem Planning Board. Johnson is still listed as a plaintiff but died last year.

Judge Jennifer S.D. Roberts ruled on Tuesday that she was annulling the special permit for the change of use from residential/agricultural to a museum and commercial events venue. She also invalidated a particular New Salem zoning bylaw section that she said violates the specificity state law requires, though the parking and lighting conditions imposed by the special permit are valid.

On Wednesday, Vincent Barletta said he was disappointed with the ruling but intends to continue fighting to open his art museum.

Attorney Michael Pill, who assisted Barbara Lauriat in representing the abutters, praised the Land Court's decision and lambasted what he said is the Barlet-

SEE MUSEUM A8



Anna McCarthy, Irving Elementary

WEATHER TODAY, A7

Wet snow, 2-4 inches, 36

Classifieds	B5-B7
Comics	B8
Business	B3, B5
Local	A3-A5
Nation & World	A2, A7, B4
Obituaries	A2
Opinion	A6
Puzzles	B6
Sports	B1-B2

\$1.25



GREENFIELD

Police chief stuns council: Says he's pulling overnight coverage

Councilors vote no confidence in Haigh after he announces handoff to State Police, blaming budget cut

By MARY BYRNE
Staff Writer

GREENFIELD — In a budgetary update that many city councilors and residents described as "fear bailing" and a "failure of leadership," Police Chief Robert Haigh Jr. announced Wednesday that the Police Department will no longer staff the mid-night shift, and will instead rely on State Police, effective Feb. 1.

"For the community, for the businesses, for the people on the street walking around after midnight: You can still call 911, but we are going to transfer that call and then it will be determined how that will be handled (by State Police)," Haigh said during Wednesday's City Council meeting at the John Zon Community Center. "It's not per-



CHIEF ROBERT HAIGH JR.

sonal, it's just the way it is." Haigh explained that while there will be no officers patrolling the streets between 11 p.m. and 7 a.m., the outside vestibule to the station at 321 High St. will remain open as a baby Safe Haven, as well as for individuals in need of immediate safety in domestic violence situations, for example. Incidents that require investigation, he said, will be followed up by detectives the next day.

"I'm concerned that we have a leader in a department who's coming before us two weeks before ... eliminating the night shift, and that this has

not been brought before anyone," said Precinct 5 Councilor Marianne Bullock. "There wasn't an emergency Public Safety Commission meeting called. I'm wondering, and concerned, with how these decisions are being made."

In a vote several councilors admitted they were reluctant to make — either due to the wording of the motion or the efficacy of resolutions in general — the City Council ultimately voted by majority to declare the police chief has "lost the confidence of the citizens of Greenfield." The motion passed with seven "yes" votes and six "no" votes.

A similar resolution to declare no confidence in Mayor Roxann Wedegartner on the basis of her public support of Haigh failed to achieve a majority.

SEE COUNCILORS A8



STAFF PHOTO/PAUL FRANZ

Kimberly Alpert of the New England Herpetological Society holds a red tegu named Gav during a demonstration to students in Franklin County Technical School's veterinary science program on Thursday.

FRANKLIN COUNTY TECHNICAL SCHOOL

Students find their 'snake zen'

Visiting specialists seek to raise exposure to, knowledge of reptiles, up close and personal

By JULIAN MENDOZA
Staff Writer

TURNERS FALLS — Reptile specialists visiting Franklin County Technical School relished watching grimaces turn into smiles Thursday afternoon as students got acquainted with their cold-blooded critters.

"Everybody's scared of a snake," said Brenda Casillas, who co-founded the Morphs & Milestones herpetology education organization with her husband, Nathan Romanski-Monty. "They look at a snake and go, 'Ew, they don't have legs and it slithers.' Then, you realize they have feelings."

"It's exposure, and I think exposure brings knowledge, and I think knowledge beats fear," Romanski-Monty added.

Morphs & Milestones, which had visited Franklin Tech twice before, returned to the school's veterinary science class on Thursday for the debut visit of New England Herpetological Society Web Sales Director Kimberly Alpert. Together,



STAFF PHOTO/PAUL FRANZ

Students Anna Smith and Alyssa Williams meet a bearded dragon at Franklin County Technical School on Thursday.

the three experts introduced the class to a team of reptile "ambassadors" highlighted by a spotted python, the third smallest python species in the world, and a red tegu, a large South American lizard. The animals were not shy, even willfully approaching students when set

down on the floor to move on their own accord.

"Students don't oftentimes get exposure to these types of animals," said Kim Barry, a veterinary science instructor at Franklin Tech.

SEE UP CLOSE A8

GREENFIELD

Industrial expansion rejected a 2nd time

Council revotes on zone change for 48 acres along French King Highway

By MARY BYRNE
Staff Writer

GREENFIELD — Councilors have once again voted down the proposed expansion of the industrial development zone near Route 2.

"We already had a really rich discussion on this, but I didn't make it home for more than an hour when I knew it was the wrong thing that I'd done," said At-Large Councilor Penny Ricketts, who asked to reconsider the motion following the Dec. 21 City Council meeting, during which the proposed zoning change failed to receive the necessary two-thirds majority of support. "I do want this (area zoned as) industrial for a lot of reasons ... I think it's really important; the jobs are needed."

During the December meeting, the proposed zoning change received three votes in support (At-Large Councilor Philip Elmer, Precinct 7 Councilor Jasper Lapinski and At-Large Councilor Michael Terounzo) and eight votes against it, Ricketts included. Precinct 6 Councilor Sheila Gilmour and Precinct 9 Councilor Derek Helie were absent.

The proposal, introduced over the summer by Mayor Roxann Wedegartner, involved a zoning change for 48 acres, or 11 parcels, located on the French King Highway from General Commercial, which provides for mixed retail, to Planned Industry (PI), which is meant for manufacturing and industrial development. The 11 parcels this zone encompasses in-

SEE INDUSTRY A8



PENNY RICKETTS
Councilor had called for revote after rejection.

Consumer

FROM B3

problem. Know the total cost including shipping, handling, taxes and other fees before checking out. Always pay by credit card because if something goes wrong with the purchase, you can dispute the charge with your credit card company and get their assistance in resolving the problem.

Check your financial statements often for unwanted charges because you receive online updates or printed documents. Look for charges on bank or credit card bills that you don't recognize, and report them immediately. Check health insurance and Medicare statements carefully and report any discrepancies.

Keep your personal and financial information private. Think before sharing personal information such as your hometown or family information online. Never provide information about bank accounts, Social Security numbers, or other personal and financial information with anyone who calls, emails or

sends a text message because they might not be who they say they are.

Clean out your wallet or purse. Don't carry all your credit cards in your wallet all the time, just carry what you need. Don't carry your Social Security card, Medicare card or health insurance card unless you need it for an appointment. Passports and birth certificates should be kept in a secure spot at home until needed. This can help minimize losses in case of a lost or stolen wallet.

And remember if a purchase or situation sounds too good to be true, it probably is. It's always a good idea to check it out with a trusted friend or family member to see what they think.

If you'd like more information about your consumer rights, please contact our Northampton office at 413-586-9225 or our Greenfield office at 413-774-3186.

Anita Wilson is the director of the *Northeastern District Attorney's Office Consumer Protection Unit*, which is a *Local Consumer Program* working in cooperation with the *Office of the Massachusetts Attorney General*.

Briefs

FROM B3

his juris doctor from Western New England University's School of Law with a concentration in transactional law. He previously earned his bachelor's degree from the University of Connecticut.

Prior to joining Bacon Wilson, Pattacini interned with the Connecticut Department of Education Division of Legal Affairs, and served as legal counsel for the Connecticut House majority leader's office. He is a member of the Massachusetts Bar Association as well as the Education Law Association. Pattacini is licensed to practice in Massachusetts and will work in all Bacon Wilson office locations, but primarily in Springfield.

Eversource recognized among 'Most JUST' companies

BOSTON — With the release of this year's Rankings of America's Most JUST Companies by JUST Capital and CNBC, Eversource is being celebrated as a leader for corporate responsibility. The recognition marks Eversource's fourth consecutive appearance in the top 100 of the annual list.

"From social justice and environmental stewardship to volunteerism, community partnerships and sustainability,



WONDERWORD

HOW TO PLAY: All the words listed below appear in the puzzle — horizontally, vertically, diagonally and even backward. Find them, circle each letter of the word and strike it off the list. The leftover letters spell the WONDERWORD.

GALLAGHER (1946-2022)

Solution: 12 letters

L G H U M O R P U D N A T S
A E N R O W S C A D I R O L F
E R G I A S L E I A I M E E D
R A R E Z P V E B E A D D R D
O L I S N E A T R G Y O G O
W Y F N L D R S D E N F S E F
T N F A E N A E O O F T I C O
M H I E A P E M H A A O T N D
A A N B H D A T G M U C E R
L M Y T S T N S E E A R O I A
L B O E I A M S H O W L M D Z
E O K C F I E I V O M L U I
T O A A J N O L E M R E T A W
J K N R E N I L O P M A R T G
E S R E T I R W O R D P L A Y

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Aimee, Anthony, Audience, Barnaby, Beans, Books, Cake, Deedra, Fans, Florida, Gallagherizing, Geico, Gerilyn, Grapes, Griffin, Humor, Jim Stafford, Jokes, Legend, Live, Mallet, Movie, Rows, Sitcom, Slope, Slope-O-Matic, Stage, Stand-up, Toothpaste, Tour, Trampoline, Two-Real, Watermelon, Witty, Wizard of Odd, Wordplay, Writer
Yesterday's Answer: Cauliflower
To purchase **WONDERWORD** books, visit www.WonderWordBooks.com, or call 1-800-642-6480.

LEGAL NOTICES

Legals

LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by John M. Dillon to Mortgage Electronic Registration Systems, Inc., as mortgagee, acting solely as a nominee for Franklin First Federal Credit Union, dated August 30, 2003 and recorded in Franklin County Registry of Deeds in Book 8436, Page 266 (the "Mortgage") of which mortgage Arvest Bank successor by merger to Arvest Central Mortgage Company fka Central Mortgage Company is the present holder by Assignment from Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Franklin First Federal Credit Union, its successors and assigns to Arvest Central Mortgage Company fka Central Mortgage Company dated October 27, 2014 and recorded at said Registry of Deeds in Book 08050, Page 290, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the mortgaged premises located at 309-31 Deerfield Street, Greenfield, MA 01301 will be sold at a Public Auction at 11:00 AM on February 10, 2023, at the mortgaged premises, more particularly described below, all and singular the premises described in said mortgage, to wit:

The land on the easterly side of Deerfield Street, being known as 309 Deerfield Street, in Greenfield, Franklin County, Massachusetts, together with the buildings thereon, bounded and described as follows:

ON the north by a line commencing at the northwesterly corner of the concrete steps on the north side of the house numbered 309 Deerfield Street; thence continuing easterly along the north line of the concrete sidewalk to a drill hole; thence continuing easterly through a stone bound to the south of a garage on land now or formerly of Francis D. Shanahan to the easterly boundary of the land conveyed to said Francis D. Shanahan by deed of Franklin Savings Institution dated June 17, 1971 and recorded in the Franklin County Registry of Deeds in Book 1276, Page 521; on the south by a line beginning at a point at the south corner of steps located to the south of the aforesaid house being nine (9) feet, more or less, easterly of the sidewalk; thence continuing in an easterly direction along the southerly side of a concrete walk one hundred twenty-one (121) feet, more or less, to a point; thence continuing with an included angle of 159° to the easterly boundary of the land now or formerly of Francis D. Shanahan by the aforesaid deed of the Franklin Savings Institution; on the east by the easterly boundary of land now or formerly of Francis D. Shanahan as conveyed by the Franklin Savings Institution as aforesaid; and on the west by a line commencing at the north corner of said concrete steps on the north side of the house numbered 309 Deerfield Street; thence continuing southerly in a line along said concrete steps and a concrete retaining wall to a point at the north corner of the steps to the south of the aforesaid house; thence continuing southerly along the steps to the south corner of said steps being nine (9) feet, more or less, easterly of the sidewalk.

ALSO CONVEYING to the grantees, their heirs and assigns, a RIGHT OF WAY for pedestrian purposes over land between the aforesaid concrete retaining wall on the westerly boundary as above described and Deerfield Street.

ALSO CONVEYING to the grantees, their heirs and assigns, a RIGHT OF WAY for all purposes over the driveway immediately to the south of the land herein conveyed which shall be used in common with the owner of the premises to the south, provided that the grantees, their heirs and assigns shall share equally with the said owner of the premises to the south in the expense of upkeep and maintenance over the portion of said driveway that they use.

This conveyance is made SUBJECT to the RESTRICTION, which shall run with the land, that the grantees, their heirs and assigns, shall not erect any signs on the premises conveyed herein hindering the view of any signs on the gasoline station premises north of the premises conveyed herein.

This deed shall be interpreted such that the westerly boundary follows the easterly edge of the concrete retaining wall leaving ownership of said wall to the said Francis D. Shanahan. Also included, in common with others, is the right to maintain said wall at grantee's expense. BEING all and the same premises conveyed by deed of Nicolaio Lorusso-Dillon to John M. Dillon, dated June 30, 2008, and recorded in said Registry of Deeds in Book 16510, Page 16510; John M. Dillon and Nicolaio Lorusso-Dillon. SEE ALSO deed of Elmer R. Carey, Sr. and Joyce O. Carey dated May 30, 1988 and recorded in Franklin Registry of Deeds at Book 2220, Page 318.

For mortgagor's title see deed recorded with the Franklin County Registry of Deeds in Book 5560, Page 165.

The premises will be sold subject to any and all unpaid taxes and other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cashier's or certified check in the sum of \$5,000.00 or a deposit to the order of the mortgagee. The balance of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 600 Chelmsford Street, Suite 3102, Lowell, MA 01851 (978) 256-1500. Dillon, John M., 22-040788

Other terms to be announced at the sale.

Arvest Bank successor by merger to Arvest Central Mortgage Company fka Central Mortgage Company
Korde & Associates, P.C.
600 Chelmsford Street
Suite 3102
Lowell, MA 01851
(978) 256-1500
Dillon, John M., 22-040788

377699

January 13, 20, 27, 2023

Please Recycle This Newspaper

Items under \$500 run for FREE!

LEGAL NOTICE DEADLINES

Monday's paper Friday at 9am
Tuesday's paper Friday at 3pm
Wednesday's paper Monday at Noon
Thursday's paper Tuesday at Noon
Friday's paper Wednesday at Noon
Saturday's paper Thursday at Noon

Legals

LEGAL NOTICE CITY OF GREENFIELD CONSERVATION COMMISSION

Pursuant to the Massachusetts Wetlands Protection Act, M.G.L.c. 131, s. 40, the Greenfield Conservation Commission will hold a public meeting on a Request for Determination of Applicability filed by Summit Ice for a building addition at 139 Silvio O Conte Drive (R05-24H). The public meeting will be held remotely on February 14, 2023, at 6:30 PM, over Zoom at the following link: <https://greenfield-ma.gov.zoom.us/j/97626957247?pwd=ekVFMFkxLjZlOWE5bWp2a2ZlRnpDZz09>. The filing is available for public review at the Greenfield Planning Department.

380510

Legals

PUBLIC NOTICE COMMUNITY OUTREACH MEETING

Notice is hereby given that M2B Home Delivery, Inc. will hold a Community Outreach Meeting on February 7, 2023, from 6 p.m. to 7 p.m. at the Hampton Inn & Suites, at 184 Shelburne Road, Greenfield, MA 01301, to discuss the proposed siting of a licensed Marijuana Establishment. The proposed Marijuana Establishment is anticipated to be located at 139 Silvio O Conte Dr., Greenfield, MA 01301. There will be an opportunity for the public to ask questions and receive answers from company representatives about the proposed facility and operations. Those in attendance are encouraged to follow the Department of Public Health's June 10, 2022 Advisory Regarding Face Coverings.

380509

Legals

DEPARTMENT OF ENVIRONMENTAL PROTECTION WATERWAYS REGULATION PROGRAM

Notice of Permit Application pursuant to M.G.L. Chapter 91
Waterways Permit Application Number 22-WW01-0170-APP

Applicant: Friends of Leverett Pond, Inc.

Project Location: Leverett Pond, Leverett, Franklin County

NOTIFICATION DATE: January 25, 2023

Public Notice is hereby given of the Chapter 91 Waterways Permit Application received by Friends of Leverett Pond, Inc. to condition improvement dredging by mechanically removing invasive aquatic plants and nuisance native aquatic weeds in waters of Leverett Pond in the Town of Leverett, Franklin County. The proposed project has been determined to be Water-Dependent.

Written comments on this Waterways Permit Application must be sent within fifteen (15) days of this Notice or by February 8, 2023 to:

Susan You, MassDEP-BWR Waterways Regulation Program, 100 Cambridge Street, 9th Floor, Boston, MA 02114 or via email to: susan.you@mass.gov

The Department will consider all written comments on this Application received by the above-mentioned Public Comments Deadline. Failure of any aggrieved person or group of ten (10) citizens or more to submit written comments as specified above will result in the waiver of any right to an adjudicatory hearing in accordance with 30 CMR 9.04(c). The group of citizens must include no less than five (5) citizens who are residents of the municipality in which the proposed project is located. A public hearing may be held upon request by the Municipal Official.

Project plans and documents for the Waterways application are on file for public viewing electronically at: <https://seonline.sea.state.ma.us/SEA/PublicApp/> (then enter Application Number "22-WW01-0170-APP" in the Search Page as the Record ID).

It is recommended that documents and correspondence be filed electronically when possible. If you do not have access to email, hard copy documents may be mailed or hand delivered to: MassDEP-BWR Waterways Regulation Program c/o Susan You, 100 Cambridge Street, 9th Floor, Boston, MA 02114.

379897

January 20

Do you have a Legal Notice to publish?

Publishing a notice is easy! Email your notice to legals@recorder.com with your contact information and date of publication. With legal notices, sooner is always better. 72 hours ahead of publication is ideal, but the absolute last minute deadlines are:

Monday's paper Friday at 9am
Tuesday's paper Friday at 3pm
Wednesday's paper Monday at Noon
Thursday's paper Tuesday at Noon
Friday's paper Wednesday at Noon
Saturday's paper Thursday at Noon

Please note that with the exception of certain standard notices such as informal probate notices, name changes, conservator/guardian notices and citations on petitions of formal adjudication, all legal notices must be typed and sent to legals@recorder.com.

We do not have a typesetter and cannot accept hard copies of zoning hearings, ordinance, public meeting notices, requests for bids, etc. These must be sent in a Word doc or in the body of the email.

Please call Suzanne at 413-772-0261 x228 with any questions about placing legal notices in the Recorder.

" ATTACHMENT B "

Landowner: Summit Ice, Inc.
Address: 139 Silvio O Conte Dr, Greenfield, MA 01301

Date Notice Sent: January 19, 2022

City of Greenfield
Clerk's Office
14 Court Square
Greenfield, MA 01301

City of Greenfield
Planning Board
14 Court Square
Greenfield, MA 01301

City of Greenfield
Zoning Board of Appeals
Department of Planning & Development
14 Court Square
Greenfield, MA 01301

Roxann Wedgartner, Mayor
Office of the Mayor
14 Court Square
Room 201
Greenfield, MA 01301

Re: Notice of Community Outreach Meeting for Proposed Marijuana Establishment at
139 Silvio O Conte Dr, Greenfield, MA 01301

Dear City Officials and Members of the City Council:

M2B Home Delivery, Inc. is seeking to secure a license for marijuana delivery establishment from the Cannabis Control Commission. Accordingly, pursuant to 935 CMR 500, we are required to hold a "Community Outreach Meeting" addressing key questions that the Cannabis Control Commission has designated.

The purpose of this letter is to serve as a notice that M2B Home Delivery, Inc. will hold a Community Outreach Meeting on February 2, 2023, from 6 p.m. to 7 p.m. at the Hilton Inn & Suites, at 184 Shelburne Road, Greenfield, MA 01301, to discuss the proposed siting of a licensed Marijuana Establishment. The proposed Marijuana Licensed Delivery Establishment is anticipated to be located at 139 Silvio O Conte Dr, Greenfield, MA 01301. There will be an opportunity for the public to ask questions and receive answers from company representatives about the proposed facility and operations. This notice will be published in the Recorder on Friday, January 20th, and will also be mailed to all abutters and those residents located 300 feet from the proposed facility at 139 Silvio O Conte. Those in attendance are encouraged to follow the Department of Public Health's June 10, 2022 Advisory Regarding Face Coverings.

I hope we can address any questions you may have about the project. We are excited for the opportunity in Greenfield and look forward to growing this business and giving back to the community.

Sincerely,
/s/ Adam Provost

Adam Provost, President
M2B Home Delivery, Inc.
adamjprovost@gmail.com

ATTACHMENT C

**NOTICE OF INTENT TO ABUTTERS FOR
PROPOSED MARIJUANA DELIVERY OPERATOR**

Landowner: Summit Ice, Inc.

Address: 139 Silvio O. Conte Drive, Greenfield, MA 01301

Date Notice Sent: January 18, 2023

Abutter: [REDACTED]

Abutter Address: 136 Silvio O Conte Dr, Greenfield, MA 01301

Mailing Address: 160 Middlesex Turnpike, Bedford, MA 01730

Dear Abutter:

The purpose of this letter is to serve as a notice that M2B Home Delivery, Inc. will hold a Community Outreach Meeting on February 7, from 6 p.m. to 7 p.m. at the Hampton Inn & Suites at 184 Shelburne Road, Greenfield, MA 01301, to discuss the proposed siting of a licensed Marijuana Delivery Operator. The proposed Marijuana Licensed Delivery Operation is anticipated to be located at 139 Silvio O. Conte Drive, Greenfield, MA 01301. There will be an opportunity for the public to ask questions and receive answers from company representatives about the proposed facility and operations. Those in attendance are encouraged to follow the Department of Public Health's June 10, 2022 Advisory Regarding Face Coverings.

The records of the Town of Greenfield's Assessor's Office show that you are an abutter or a resident owning property within three hundred feet of the property line of the proposed establishment. As an abutter or neighbor to the property in question, this letter is to notify you of this meeting in writing and to satisfy the notice requirement as set out by the Commonwealth of Massachusetts Cannabis Control Commission.

I hope we can address any questions you may have about the project. We are excited for the opportunity in Greenfield and look forward to growing this business and giving back to the community.

Sincerely,

/s/ Adam Provost

Adam Provost, President

M2B Home Delivery, Inc.

adamjprovost@gmail.com

"ATTACHMENT C"

**NOTICE OF INTENT TO ABUTTERS FOR
PROPOSED MARIJUANA DELIVERY OPERATOR**

Landowner: Summit Ice, Inc.

Address: 139 Silvio O. Conte Drive, Greenfield, MA 01301

Date Notice Sent: January 18, 2023

Abutter: [REDACTED]

Abutter Address: 136 Silvio O Conte Dr, Greenfield, MA 01301

Mailing Address: 160 Middlesex Turnpike, Bedford, MA 01730

Dear Abutter:

The purpose of this letter is to serve as a notice that M2B Home Delivery, Inc. will hold a Community Outreach Meeting on February 7, from 6 p.m. to 7 p.m. at the Hampton Inn & Suites at 184 Shelburne Road, Greenfield, MA 01301, to discuss the proposed siting of a licensed Marijuana Delivery Operator. The proposed Marijuana Licensed Delivery Operation is anticipated to be located at 139 Silvio O. Conte Drive, Greenfield, MA 01301. There will be an opportunity for the public to ask questions and receive answers from company representatives about the proposed facility and operations. Those in attendance are encouraged to follow the Department of Public Health's June 10, 2022 Advisory Regarding Face Coverings.

The records of the Town of Greenfield's Assessor's Office show that you are an abutter or a resident owning property within three hundred feet of the property line of the proposed establishment. As an abutter or neighbor to the property in question, this letter is to notify you of this meeting in writing and to satisfy the notice requirement as set out by the Commonwealth of Massachusetts Cannabis Control Commission.

I hope we can address any questions you may have about the project. We are excited for the opportunity in Greenfield and look forward to growing this business and giving back to the community.

Sincerely,

/s/ Adam Provost

Adam Provost, President
M2B Home Delivery, Inc.
adamjprovost@gmail.com

"ATTACHMENT C"

**NOTICE OF INTENT TO ABUTTERS FOR
PROPOSED MARIJUANA DELIVERY OPERATOR**

Landowner: Summit Ice, Inc.

Address: 139 Silvio O. Conte Drive, Greenfield, MA 01301

Date Notice Sent: January 18, 2023

Abutter: [REDACTED]

Abutter Address: 53 Silvio O Conte Drive, Greenfield, MA 01301

Dear Abutter:

The purpose of this letter is to serve as a notice that M2B Home Delivery, Inc. will hold a Community Outreach Meeting on February 7, from 6 p.m. to 7 p.m. at the Hampton Inn & Suites at 184 Shelburne Road, Greenfield, MA 01301, to discuss the proposed siting of a licensed Marijuana Delivery Operator. The proposed Marijuana Licensed Delivery Operation is anticipated to be located at 139 Silvio O. Conte Drive, Greenfield, MA 01301. There will be an opportunity for the public to ask questions and receive answers from company representatives about the proposed facility and operations. Those in attendance are encouraged to follow the Department of Public Health's June 10, 2022 Advisory Regarding Face Coverings.

The records of the Town of Greenfield's Assessor's Office show that you are an abutter or a resident owning property within three hundred feet of the property line of the proposed establishment. As an abutter or neighbor to the property in question, this letter is to notify you of this meeting in writing and to satisfy the notice requirement as set out by the Commonwealth of Massachusetts Cannabis Control Commission.

I hope we can address any questions you may have about the project. We are excited for the opportunity in Greenfield and look forward to growing this business and giving back to the community.

Sincerely,

/s/ Adam Provost

Adam Provost, President
M2B Home Delivery, Inc.
adamjprovost@gmail.com

"ATTACHMENT C"

**NOTICE OF INTENT TO ABUTTERS FOR
PROPOSED MARIJUANA DELIVERY OPERATOR**

Landowner: Summit Ice, Inc.

Address: 139 Silvio O. Conte Drive, Greenfield, MA 01301

Date Notice Sent: January 18, 2023

Abutter: [REDACTED]

Abutter Address: Silvio O Conte Dr, Greenfield, MA 01301

Mailing Address: 191 Industrial Park, Greenfield, MA 01301

Dear Abutter:

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Sincerely,

/s/ Adam Provost

Adam Provost, President
M2B Home Delivery, Inc.
adamjprovost@gmail.com

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Landowner: Summit Ice, Inc.

Address: 139 Silvio O. Conte Drive, Greenfield, MA 01301

Date Notice Sent: January 18, 2023

Abutter: [REDACTED]

Abutter Address: 179 Silvio O Conte Dr, Greenfield, MA 01301

Mailing Address: 296 Nonotuck Street, Suite 4, Florence, MA 01062

Dear Abutter:

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Sincerely,

/s/ Adam Provost

Adam Provost, President
M2B Home Delivery, Inc.
adamjprovost@gmail.com

"ATTACHMENT C"

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Date Notice Sent: January 18, 2023

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Sincerely,

/s/ Adam Provost

Adam Provost, President
M2B Home Delivery, Inc.
adamjprovost@gmail.com

11
ATTACHMENT C

**NOTICE OF INTENT TO ABUTTERS FOR
PROPOSED MARIJUANA DELIVERY OPERATOR**

Landowner: Summit Ice, Inc.

Address: 139 Silvio O. Conte Drive, Greenfield, MA 01301

Date Notice Sent: January 18, 2023

Abutter: [REDACTED]

Abutter Address: 180 Silvio O. Conte Dr, Greenfield, MA 01301

Mailing Address: 1 Executive Park Dr, Suite 330, Bedford, NH 03110

Dear Abutter:

The purpose of this letter is to serve as a notice that M2B Home Delivery, Inc. will hold a Community Outreach Meeting on February 7, from 6 p.m. to 7 p.m. at the Hampton Inn & Suites at 184 Shelburne Road, Greenfield, MA 01301, to discuss the proposed siting of a licensed Marijuana Delivery Operator. The proposed Marijuana Licensed Delivery Operation is anticipated to be located at 139 Silvio O. Conte Drive, Greenfield, MA 01301. There will be an opportunity for the public to ask questions and receive answers from company representatives about the proposed facility and operations. Those in attendance are encouraged to follow the Department of Public Health's June 10, 2022 Advisory Regarding Face Coverings.

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Sincerely,

/s/ Adam Provost

Adam Provost, President

M2B Home Delivery, Inc.

adamjprovost@gmail.com



March 30, 2023

Adam J Provost, President
M2B Home Delivery
Greenfield, MA. 01301

Dear Adam,

The New England Learning Center for Women in Transition, Inc, dba NELCWIT, (EIN 04-261-6922) is a 501(c)3 located in Greenfield, MA that serves survivors of domestic violence and sexual assault.

This letter certifies, per the regulations of the Cannabis Control Commission, that the organization is able to accept financial contributions from M2B Home Delivery.

We are grateful for this financial support.

Sincerely,

A handwritten signature in black ink, appearing to read "Pamela J. Brown", is written over a horizontal line.

Pamela J. Brown, MSW
Interim Executive Director
NELCWIT
pamb@nelcwit.org

Attached: IRS non-profit status letter



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248323016
Dec. 12, 2008 LTR 4168C E0
04-2616922 000000 00 000
00020643
BODC: TE

NEW ENGLAND LEARNING CENTER FOR
WOMEN IN TRANSITION INC
PO BOX 520
GREENFIELD MA 01302-0520205



014594

Employer Identification Number: 04-2616922
Person to Contact: Yvette Davis
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Dec. 03, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in July 1977, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

PLAN FOR POSITIVE IMPACT ON AREAS OF DISPROPORTIONATE IMPACT

I. Statement of Purpose

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement, and to support the Areas of Disproportionate Impact (“ADIs”) identified by the Cannabis Control Commission (“CCC” or the “Commission”), M2B Home Delivery, Inc. (the “Company”), a cannabis delivery operator with facility located at 139 Silvio O. Conte Drive, Greenfield, Massachusetts 01301 (the “Facility”), has created the following Positive Impact Plan (the “Plan”).

II. Plan Goals

The Company’s Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy. Criminalization has had long-term ill effects, not only on the individuals arrested and incarcerated, but on their families and communities.

The Company intends to have a positive impact on areas of disproportionate impact, as defined by the Commission, including, but not limited to, Greenfield and other disproportionately impacted areas located close to the Facility – i.e., Amherst, Holyoke, Springfield, and West Springfield. The Company’s initial focus will be on Greenfield, as that is the municipality where the Facility will be located. The Company intends to positively impact those ADI designated census tracts in the cities of Springfield and West Springfield, specifically the following:

Springfield Census Tracts	6 Digit Tract
Census Tract 8001.02, Hampden County, Massachusetts	800102
Census Tract 8005, Hampden County, Massachusetts	800500
Census Tract 8006, Hampden County, Massachusetts	800600
Census Tract 8007, Hampden County, Massachusetts	800700
Census Tract 8008, Hampden County, Massachusetts	800800
Census Tract 8009, Hampden County, Massachusetts	800900
Census Tract 8011.01, Hampden County, Massachusetts	801101
Census Tract 8014.01, Hampden County, Massachusetts	801401

Census Tract 8018, Hampden County, Massachusetts	801800
Census Tract 8019.02, Hampden County, Massachusetts	801902
Census Tract 8020, Hampden County, Massachusetts	802000
Census Tract 8022, Hampden County, Massachusetts	802200
Census Tract 8023, Hampden County, Massachusetts	802300

The Company's Plan focuses on the following groups:

1. Past or present residents of Greenfield, Amherst, Holyoke, Springfield, and West Springfield who have marijuana convictions and/or have parents or spouses who have drug convictions;
2. Past or present residents of ADIs, as defined by the Commission;
3. Massachusetts residents who have past drug convictions; and
4. Massachusetts residents with parents or spouses who have drug convictions.

In order to have a have a positive impact on ADIs, the Company's Goals are to:

1. Hire individuals from ADIs;
2. Work with local vendors located in ADIs; and
3. Make annual donations to organizations that support individuals from ADIs.

III. Plan Programs

The Company has located the Facility in the City of Greenfield, which is a Commission-designated area of disproportionate impact. This location will benefit the City of Greenfield in several ways including, but not limited to: (1) having the Facility purchase goods and services in Greenfield in the ordinary course of the Facility's business; (2) attracting residents and non-residents to the Facility to purchase products within the City, both at the Company's Facility and other Greenfield businesses; and (3) attracting residents and non-residents to the Facility to serve as owners, managers and employees, and thereby also facilitating spending on nearby businesses within City limits.

Hiring

The Facility will seek to create eight (8) cannabis-related jobs within one year of the receipt of a final license, at least 50% of which would be for persons within the four target groups living in ADIs – particularly in Greenfield – with room for expansion to meet the overall goals of the Plan. These new jobs may include salary-based or hourly employees from the Greenfield community, as well as other ADIs. The Company intends to have residency in Greenfield or other ADIs, or participation in economic empowerment or social equity programs, be a supportive factor to be considered relative to a particular applicant.

Information about hiring and open positions will be disseminated to those communities via publishing open positions using job websites, such as Indeed.com and Monster.com, local publications, such as the Greenfield Recorder, as well as the Department of Unemployment Assistance, to encourage diversity among job applicants. The Company is located in Greenfield, Massachusetts which is close to a plethora of colleges and universities. In the future, the Company may reach out to these local institutions. For those who are willing to work with a cannabis business, the Company will retain a letter stating the institutions intention to do so. Any involvement or advertisement, in particular with college placement offices and other educational institutions, will only be targeted at individuals who are at least 21 years of age.

Although the Company does not anticipate immediately hiring any employees other than the principals and a limited number of processing and delivery personnel, the Company has committed to having at least 50% of its applicants for future at-will employees be residents of the municipalities designated in this Plan.

Working with Local Vendors

The Company has also committed to soliciting at least 30% of its vendors from companies located in the municipalities designated in this Plan and other disproportionate impact areas. The Company will target these businesses through monthly advertisements, career fairs, and utilizing the Massachusetts Supplier Diversity Office and other available resources to find and prioritize the engagement of quality wholesale suppliers, vendors and other contractors that are from ADIs.

Donations

The Company plans on being a long-term contributor to the City of Greenfield and surrounding areas, including other areas of disproportionate impact. The Company plans on investing itself in the well-being and growth of these areas by being a good corporate citizen and making annual donations to non-profit organizations. The Company will make an annual donation of \$3,000 to The New England Learning Center for Women in Transition, Inc. that serves survivors of domestic violence and sexual assault. The Company has attached a letter of support from The New England Learning Center for Women in Transition, Inc. stating that they will accept donations.

IV. Metrics

Regularly measuring success will be a key component of the Plan. The Company will use the following qualitative and quantitative metrics in measuring the results of its programs. The Company acknowledges that the progress or success of this plan must be documented upon renewal (one year from its provisional license, and each year thereafter). Upon renewal, the Company will demonstrate that the identified programs in the Plan led to measurable success of its goals. The metrics have an identified data source and method for tracking the data.

The metrics the Company will utilize include:

1. Number of employees hired, retained, or promoted and gross that come from ADIs.
2. Number of vendors contracted with that come from ADIs.
3. Amount of gross spending on vendors based in ADIs.

4. Showing the number of job fairs attended per year.
5. Amount of money donated to community programs and organizations.

The Company will be able to demonstrate the success of its programs by:

1. Showing, via personnel records, the actual hiring for employment those who are members of the targeted groups.
2. Showing, via contracts or other records, the actual contracting with vendors that come from ADIs.
3. Producing documentation of the amount of money spent on vendors based in ADIs.
4. Producing documentation of the amount of money donated to community programs and organizations.

V. Legal Obligations

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

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



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001585122

ARTICLE I

The exact name of the corporation is:

M2B HOME DELIVERY, INC.

ARTICLE II

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

ALL RETAIL UNDERTAKINGS AND ANY LAWFUL BUSINESS FOR WHICH A BUSINESS CORPORATION MAY ENGAGE IN UNDER THE MASSACHUSETTS BUSINESS CORPORATION ACT (M.G.L. CH. 156D)

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CWP	\$0.00010	200	\$0.02	200

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

ONE: ALL CORPORATE POWERS OF THE CORPORATION SHALL BE EXERCISED BY THE BOARD OF DIRECTORS EXCEPT AS OTHERWISE PROVIDED BY LAW. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. IN FURTHERANCE AND NOT IN LIMITATION OF THE POWERS CONFERRED BY STATUTE, THE BOARD OF DIRECTORS IS EXPRESSLY AUTHORIZED TO MAKE, AMEND OR REPEAL THE BYLAWS OF THE CORPORATION IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY LAW OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS, AND SUBJECT TO THE POWER OF THE SHAREHOLDERS TO AMEND OR REPEAL ANY BYLAW ADOPTED BY THE BOARD OF DIRECTORS. TWO: THE CORPORATION SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, INDEMNIFY EACH PERSON (AND HIS HEIRS, EXECUTORS, ADMINISTRATORS, OR OTHER LEGAL REPRESENTATIVES) WHO IS, OR SHALL HAVE BEEN, A DIRECTOR OR OFFICER OF THE CORPORATION OR ANY PERSON WHO IS SERVING, OR SHALL HAVE SERVED, AT THE REQUEST OF THE CORPORATION AS A DIRECTOR OR OFFICER OF ANOTHER CORPORATION, AGAINST ALL LIABILITIES AND EXPENSES (INCLUDING JUDGMENTS, FINES, PENALTIES AND ATTORNEYS' FEES AND ALL AMOUNTS PAID IN COMPROMISE OR SETTLEMENT) REASONABLY INCURRED BY ANY SUCH DIRECTOR, OFFICER OR PERSON IN CONNECTION WITH, OR ARISING OUT OF, ANY ACTION, SUIT OR PROCEEDING IN WHICH ANY SUCH DIRECTOR, OFFICER OR PERSON MAY BE A PARTY DEFENDANT OR WITH WHICH HE MAY BE THREATENED OR OTHERWISE INVOLVED, DIRECTLY OR INDIRECTLY, BY REASON OF HIS BEING OR HAVING BEEN A DIRECTOR OR OFFICER OF THE CORPORATION OR SUCH OTHER CORPORATION, EXCEPT IN RELATION TO MATTERS AS TO WHICH ANY SUCH DIRECTOR, OFFICER OR PERSON SHALL BE FINALLY ADJUDGED, OTHER THAN BY CONSENT, IN SUCH ACTION, SUIT OR PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION; PROVIDED, HOWEVER, THAT INDEMNITY SHALL NOT BE MADE WITH RESPECT TO SUCH AMOUNTS PAID IN COMPROMISE OR SETTLEMENT, UNLESS: (A) SUCH COMPROMISE OR SETTLEMENT SHALL HAVE BEEN APPROVED AS IN THE BEST INTERESTS OF THE CORPORATION, AFTER NOTICE THAT IT INVOLVES SUCH INDEMNIFICATION BY: (I) THE BOARD OF DIRECTORS BY A MAJORITY OF A QUORUM CONSISTING OF DIRECTORS WHO WERE NOT PARTIES TO SUCH ACTION, SUIT OR PROCEEDING, OR BY (II) THE SHAREHOLDERS OF THE CORPORATION BY A MAJORITY VOTE OF A QUORUM CONSISTING OF SHAREHOLDERS WHO WERE NOT PARTIES TO SUCH ACTION, SUIT OR PROCEEDING, OR (B) IN THE ABSENCE OF ACTION BY DISINTERESTED DIRECTORS OR SHAREHOLDERS AS ABOVE PROVIDED, THERE HAS BEEN OBTAINED AT THE REQUEST OF A MAJORITY OF THE BOARD OF DIRECTORS THEN IN OFFICE A WRITTEN OPINION OF INDEPENDENT LEGAL COUNSEL TO THE EFFECT THAT THE DIRECTOR OR OFFICER TO BE INDEMNIFIED APPEARS TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT HIS ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION. UPON REQUEST THEREFOR BY ANY DIRECTOR, OFFICER, OR PERSON ENUMERATED IN THE PRECEDING PARAGRAPH OF THIS ARTICLE, THE CORPORATION MAY FROM TIME TO TIME, IF AUTHORIZED BY THE BOARD OF DIRECTORS, PRIOR TO FINAL ADJUDICATION OR COMPROMISE OR SETTLEMENT OF THE MATTER OR MATTERS AS TO WHICH INDEMNIFICATION IS CLAIMED, ADVANCE TO SUCH DIRECTOR, OFFICER OR PERSON ALL EXPENSES INCURRED BY HIM TO DATE OF SUCH REQUEST. ANY ADVANCE MADE PURSUANT TO THIS PROVISION SHALL BE MADE ON THE CONDITION THAT THE DIRECTOR, OFFICER OR PERSON RECEIVING SUCH ADVANCE SHALL REPAY TO THE CORPORATION ANY AMOUNTS SO ADVANCED IF, UPON THE TERMINATION OF THE MATTER OR MATTERS AS TO WHICH SUCH ADVANCES WERE MADE, SUCH DIRECTOR, OFFICER OR PERSON SHALL NOT BE ENTITLED TO INDEMNIFICATION UNDER THE PRECEDING PARAGRAPH OF THIS ARTICLE. THE FOREGOING RIGHT TO INDEMNIFICATION SHALL NOT BE EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH ANY SUCH DIRECTOR, OFFICER OR PERSON IS ENTITLED UNDER ANY AGREEMENT, VOTE OF SHAREHOLDERS, STATUTE, OR AS A MATTER OF LAW, OR OTHERWISE. THE PROVISIONS OF THIS ARTICLE ARE SEPARABLE, AND IF ANY PROVISION OR P

PORTION HEREOF SHALL FOR ANY REASON BE HELD INAPPLICABLE, ILLEGAL OR INEFFECTIVE, THIS SHALL NOT PREVENT ANY OTHER PROVISION OR PORTION HEREOF FROM APPLYING, AND SHALL NOT AFFECT ANY RIGHT OF INDEMNIFICATION EXISTING OTHERWISE THAN UNDER THIS ARTICLE. THREE: NO DIRECTOR SHALL BE PERSONALLY LIABLE TO THE CORPORATION OR ITS SHAREHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY; PROVIDED, HOWEVER, THAT SUCH LIMITATION ON LIABILITY WILL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR (I) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS SHAREHOLDERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III) UNDER SECTIONS 6.41 OR 8.32 OF CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS, OR (IV) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. IF THE MASSACHUSETTS BUSINESS CORPORATION LAW IS AMENDED AFTER THE EFFECTIVE DATE OF THESE ARTICLES OF ORGANIZATION, TO AUTHORIZE CORPORATE ACTION FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF DIRECTORS, THEN THE LIABILITY OF A DIRECTOR OF THE CORPORATION SHALL BE ELIMINATED OR LIMITED TO THE FULLEST EXTENT PERMITTED BY THE MASSACHUSETTS BUSINESS CORPORATION LAW, AS SO AMENDED. FOUR: A QUORUM OF ANY MEETING OF THE SHAREHOLDERS SHALL REQUIRE THE PRESENCE OF THE SHAREHOLDERS HOLDING A MAJORITY OF THE OUTSTANDING SHARES, AND NO ACTION AT ANY MEETING MAY BE TAKEN BY THE SHAREHOLDERS UNLESS THE APPROPRIATE QUORUM IS PRESENT. FIVE: TO THE EXTENT ALLOWED BY LAW, ANY ACTION THAT IS REQUIRED TO BE OR MAY BE TAKEN AT A MEETING OF THE SHAREHOLDERS OF THE CORPORATION MAY BE TAKEN WITHOUT A MEETING IF A WRITTEN CONSENT, SETTING FORTH THE ACTION, SHALL BE SIGNED BY PERSONS WHO WOULD BE ENTITLED TO VOTE AT A MEETING THOSE SHARES HAVING VOTING POWER TO CAST NOT LESS THAN THE MINIMUM NUMBER (OR NUMBERS, IN THE CASE OF VOTING BY CLASSES) OF VOTES THAT WOULD BE NECESSARY TO AUTHORIZE OR TAKE SUCH ACTION AT A MEETING AT WHICH ALL SHARES ENTITLED TO VOTE WERE PRESENT AND VOTED. NOTICE OF ANY SUCH ACTION TAKEN BY WRITTEN CONSENT SHALL BE PROVIDED TO APPLICABLE SHAREHOLDERS AS MAY BE REQUIRED UNDER THE ACT. SIX: THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE VOTES ENTITLED TO BE CAST ON A MATTER SHALL BE SUFFICIENT FOR APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF THE ACT. THE SHAREHOLDER OF THE CORPORATION MAY AGREE IN ANY WRITTEN AGREEMENT SIGNED BY ALL OF THE SHAREHOLDERS FOR A GREATER PERCENTAGE OF VOTES ENTITLED TO BE CAST ON ANY MATTER FOR APPROVAL OF THE MATTER.

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: ADAM J. PROVOST
No. and Street: 139 SILVIO O CONTE DR.
City or Town: GREENFIELD State: MA Zip: 01301 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ADAM J. PROVOST	139 SILVIO O CONTE DR. GREENFIELD, MA 01301 USA
TREASURER	MARCUS G. STETSON	139 SILVIO O CONTE DR. GREENFIELD, MA 01301 USA
SECRETARY	MARCUS G. STETSON	139 SILVIO O CONTE DR. GREENFIELD, MA 01301 USA
DIRECTOR	MARCUS G. STETSON	139 SILVIO O CONTE DR. GREENFIELD, MA 01301 USA
DIRECTOR	ADAM J. PROVOST	139 SILVIO O CONTE DR. GREENFIELD, MA 01301 USA

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

December

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

RETAIL

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

No. and Street: 139 SILVIO O CONTE DR.
City or Town: GREENFIELD State: MA Zip: 01301 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 139 SILVIO O CONTE DR.
City or Town: GREENFIELD State: MA Zip: 01301 Country: USA

which is

☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

Signed this 24 Day of June, 2022 at 8:24:08 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

ADAM J. PROVOST



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:

June 24, 2022 08:23 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**BYLAWS OF
M2B HOME
DELIVERY, INC.**

(a corporation organized under M.G.L. Ch. 156D)

ARTICLE I: OFFICES

Section 1.1. REGISTERED OFFICE AND AGENT. The registered office and registered agent of the Corporation shall be as set forth in the Corporation's Articles of Organization or subsequent filing with the Secretary of the Commonwealth. The Board of Directors or President of the Corporation may at any time change the registered office or the registered agent by making the appropriate filing with the Secretary of the Commonwealth.

Section 1.2. PRINCIPAL OFFICE. The principal office of the Corporation shall be within or without the Commonwealth of Massachusetts as set forth in the Corporation's Articles of Organization or subsequent filing with the Secretary of the Commonwealth.

Section 1.3. OTHER OFFICES. The Corporation may also have other offices at any places, within or without the Commonwealth of Massachusetts, as the Board of Directors may designate, or as the business of the Corporation may require or as may be desirable.

Section 1.4. BOOKS AND RECORDS. Any records maintained by the Corporation in the regular course of its business, including its share ledger, books of account and minute books, may be maintained on any information storage device or method; provided that the records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall convert any records so kept upon the written request of any person entitled to inspect such records pursuant to applicable law.

ARTICLE II: SHAREHOLDERS

Section 2.1. PLACE OF MEETING. Meetings of the shareholders shall be held either at the principal office of the Corporation or at any other place designated by the Board of Directors, either within or without the Commonwealth of Massachusetts, as shall be designated in the notice of the meeting or executed waiver of notice. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote communication as set out in Section 2.02 below.

Section 2.2. MEETINGS OF SHAREHOLDERS BY REMOTE COMMUNICATION.

If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders may participate in a meeting of shareholders by means of remote communication, and such shareholders may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or solely by means of remote communication, subject to the conditions imposed by applicable law.

At a meeting in which shareholders can participate by means of remote communication, the Corporation shall implement reasonable measures to:

- a. Verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxy holder;
- b. Allow shareholders and proxy holders participating by remote communication to either read or hear the proceedings as they take place and to participate in the meeting and vote on matters submitted to the shareholders; and
- c. Maintain a record of the vote or other action taken by shareholders at the meeting by means of remote communication.

Section 2.3. ANNUAL MEETING. An annual meeting of shareholders, for the purpose of electing directors and transacting any other business as may be brought before the meeting, shall be held on the third Tuesday in April, or such other date before May 31 as approved by the Board of Directors.

Failure to hold the annual meeting at the designated time shall not affect the validity of any action taken by the Corporation. If the Board of Directors fails to call the annual meeting, any shareholder may make demand in writing to any officer of the Corporation that an annual meeting be held.

Section 2.4. SPECIAL SHAREHOLDERS' MEETINGS. Special meetings of the shareholders may be called:

- a. by the Board of Directors;
- b. by the President;
- c. by Chairman of the Board of Directors; or
- d. upon the demand of the holders of at least twenty-five percent (25%) of all the votes entitled to be cast on any issue proposed to be considered at the proposed special meeting.

In order for the shareholders to demand a special meeting, the shareholders of the required percentage of shares must sign, date, and deliver to the Corporation's Secretary one or more written demands for the meeting, describing the purposes for which the meeting is to be held.

Only business within the purposes described in the Corporation's meeting notice may be conducted at a special meeting of the shareholders.

Section 2.5. FIXING THE RECORD DATE. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, the record date shall be the date specified by the Board of Directors in the notice of the meeting. If no date is specified by the Board of Directors, the record date shall be the close of business on the day before the notice of the meeting is mailed to shareholders. If no notice is sent, the record date shall be the date set by the law applying to the type of action to be taken for which a record date must be set.

In the case of action by written consent of the shareholders without a meeting, the record date shall be (a) the date fixed by the board of directors or (b) the date that the first shareholder signs the written consent if no date has been fixed by the board.

A record date fixed under this Section may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders. A determination of shareholders

entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date.

Section 2.6. NOTICE OF SHAREHOLDERS' MEETING. Written or printed notice stating the place, day and hour of the meeting, the means of any remote communication by which shareholders may be considered present and may vote at the meeting (if applicable), and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than seven (7) days nor more than sixty (60) days before the date of the meeting. Notice shall only be required to be made to shareholders entitled to vote at the meeting unless the purpose of the meeting is for the transaction of business for which notice to all shareholders is required by law.

Notice shall be given to a by personal delivery, by electronic transmission if consented to by a shareholder, or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting. If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to the shareholder at the shareholder's address as it appears on the share transfer records of the Corporation, with postage thereon prepaid.

Any person entitled to notice of a meeting may sign a written waiver of notice either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person attends for the specific purpose of objecting to the lawfulness of the convening of the meeting.

Section 2.7. VOTING LISTS. The officer or agent having charge of the share transfer records for shares of the Corporation shall prepare an alphabetical list of all shareholders entitled to notice of the meeting, arranged by voting group and by class and series of share, with the address of and the number of shares held by each shareholder. The list shall be available for inspection by any shareholder beginning two (2) business days after notice of the meeting is given at the principal place of business of the Corporation or if the meeting will be held at another location, at a place in the city where the meeting will be held, which shall be identified in the meeting notice.

The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. If any shareholders are participating in the meeting by means of remote communication, the list must be open to examination by the shareholders for the duration of the meeting on a reasonably accessible electronic network, and the information required to access the list must be provided to shareholders in the meeting notice. The Corporation shall take reasonable steps to ensure that the information is available only to shareholders of the Corporation.

Section 2.8. QUORUM OF SHAREHOLDERS. A quorum shall be present for action on any matter at a shareholder meeting if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one or more classes or series that are entitled, by law or the Articles of Organization, to vote and to be counted together collectively on a matter at a meeting of shareholders.

Once a quorum for a voting group has been established at a meeting, the shareholders in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless:

a. The shareholder attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting.

b. The meeting is adjourned and a new record date is set for the adjourned meeting.

The shareholders in a voting group represented in person or by proxy at a meeting of shareholders, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than 120 days after the date fixed for the original meeting, a new record date must be fixed by the Board of Directors; notice of the meeting must be given to the shareholders who are members of the voting group as of the new record date, and a new quorum for the meeting must be established.

Section 2.9. CONDUCT OF MEETINGS. The Board of Directors of the Corporation may adopt by resolution rules and regulations for the conduct of meetings of the shareholders, as it deems appropriate. At every meeting of the shareholders, the Chairman of the Board of Directors, or in his or her absence or inability to act, a director or officer designated by the Board of Directors, shall act as the presiding officer of the meeting. The Secretary or, in his or her absence or inability to act, the person whom the chair of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the Board of Directors, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Section 2.10. VOTING OF SHARES. Each outstanding share, regardless of class, shall be entitled to one vote on each matter submitted to a vote at a meeting of shareholders, except to the extent that the Articles of Organization provides for more or less than one vote per share or limits or denies voting rights to the holders of the shares of any class or series.

If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, will be approved by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater or lesser number of votes is required by law or a greater vote is required by the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups.

Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for the election of directors unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

Section 2.11. VOTING BY PROXY OR NOMINEE. Shares of the Corporation's stock owned by the Corporation itself or by another corporation or entity, the majority of the voting stock or interest of which is owned or controlled by the Corporation, shall not be voted, directly or indirectly, at any meeting, and shall not be counted in determining the total number of outstanding shares at any given time. Nothing in this section shall be construed as limiting the

right of the Corporation or any domestic or foreign corporation or other entity to vote shares, held or controlled by it in a fiduciary capacity, or with respect to which it otherwise exercises voting power in a fiduciary capacity.

A shareholder may vote either in person or by proxy executed in writing by the shareholder or his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized by the Corporation to tabulate votes. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and the proxy is coupled with an interest as defined in the Massachusetts Business Corporations Act. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

Shares owned by another corporation, domestic or foreign, may be voted by any officer, agent, or proxy as the bylaws of that corporation may authorize or, in the absence of authorization, as the Board of Directors of that corporation may determine.

An administrator, executor, guardian, or conservator may vote shares held in that fiduciary capacity if the shares forming a part of an estate are in the possession and forming a part of the estate being served by the fiduciary, either in person or by proxy, without a transfer of the shares into the fiduciary's name. A trustee may vote shares standing held in trustee's name, either in person or by proxy, but no trustee shall be entitled to vote shares held by him or her without a transfer of the shares into his or her name as trustee.

A receiver may vote shares standing in the name of a receiver and may vote shares held by or under the control of a receiver without the transfer thereof into the receiver's name if authority so to do be contained in an appropriate order of the court by which the receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote the shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares transferred, subject to any agreements containing restrictions on the hypothecation, assignment, pledge, or voluntary or involuntary transfer of shares.

The Board of Directors may establish a procedure by which the beneficial owner of shares that are registered in the name of a nominee may be recognized by the Corporation as the shareholder to the extent provided by the procedure. The procedure may set forth the types of nominees to which it applies, the rights or privileges that the Corporation recognizes in a beneficial owner, the manner in which the procedure is selected by the nominee, a requirement for the certification by the nominee of the beneficial owner, the information to be provided when the procedure is selected, the period for which selection of the procedure is effective, and other aspects of the rights and duties created.

Section 2.12. WRITTEN CONSENT OF SHAREHOLDERS WITHOUT A MEETING.

Any action required or permitted to be taken at any annual or special meeting of shareholders may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall have been signed by shareholders not having less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action

are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within sixty (60) days of the earliest dated consent delivered to the Corporation.

If the action to be taken pursuant to the consent of voting shareholders without a meeting is one for which notice to all shareholders would be required by law if the action were to be taken at a meeting, then the Corporation shall give notice, in the manner specified by Section 2.6, at least seven (7) days before the action is taken, to all nonvoting shareholders that would be entitled to vote on such action at a meeting of shareholders.

ARTICLE III: DIRECTORS

Section 3.1. POWERS. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws.

Section 3.2. NUMBER OF DIRECTORS. The Board of Directors may consist of one (1) director notwithstanding the number of shareholders of the Corporation with the number fixed from time to time by resolution adopted by the Board of Directors or the shareholders. No decrease in the number of directors shall have the effect of decreasing the number of directors below the minimum number of individuals permitted by law, nor shall have the effect of shortening the term of any incumbent director.

Section 3.3. TERM OF OFFICE. At the first annual meeting of shareholders and at each annual meeting thereafter, the holders of shares entitled to vote in the election of directors shall elect directors to hold office until the next succeeding annual meeting. Despite the expiration of a director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of directors.

Section 3.4. VACANCIES. Vacancies and newly created directorships, whether resulting from an increase in the size of the board of directors, from the death, resignation, disqualification or removal of a director or otherwise, may be filled by the affirmative vote of a majority of the remaining directors then in office, even though less than a quorum of the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.5. REMOVAL. Directors may be removed from office at any time with or without cause by the shareholders entitled to elect them or for cause by vote of a majority of the directors then in office. A director may be removed by shareholders or directors only at a meeting called for that purpose, for which the notice must state that the purpose, or one of the purposes, of the meeting is removal of the director or directors.

Section 3.6. RESIGNATION. A director may resign by providing notice in writing to the Corporation. The resignation shall be effective upon the later of the date of receipt of the notice of resignation or the effective date specified in the notice. Acceptance of the resignation shall not be required to make the resignation effective.

Section 3.7. MEETINGS OF DIRECTORS. A regular meeting of the newly-elected Board of Directors shall be held without other notice immediately following each annual meeting of shareholders, at which the board shall elect officers and transact any other business as shall come before the meeting. The board may designate a time and place for additional regular meetings, within or outside Massachusetts, by resolution, without notice other than the resolution.

Special meetings of the Board of Directors may be called by the President, by the Chairman of the Board, if any, by the Secretary, by any two directors, or by one director in the event that there is only one director.

Section 3.8. PARTICIPATION BY REMOTE COMMUNICATION. The Board of Directors may permit any or all directors to participate in any meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is considered to be present in person at the meeting.

Section 3.9. NOTICE OF DIRECTORS' MEETINGS. All special meetings of the Board of Directors shall be held upon not less than two (2) days' notice stating the date, place and time of the meeting given to each director or not less than two (2) hours' notice in the event of an emergency.

Notice may be given to each personally, by telephone or voice mail, by mail, by electronic transmission if consented to by the director, or by messenger or delivery service.

A written waiver of the required notice signed by a director entitled to the notice, before or after the meeting, is the equivalent of giving notice to the director who signs the waiver. A director's attendance at any meeting shall constitute a waiver of notice of the meeting, except where the director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Section 3.10. QUORUM AND ACTION OF DIRECTORS. A majority of the number of directors shall constitute a quorum for the transaction of business. The act of the majority of the directors present at a meeting at which a quorum is present at the time of the act shall be the act of the Board of Directors, unless the act of a greater number is required by law, the Articles of Organization, or these Bylaws. The directors at a meeting for which a quorum is not present may adjourn the meeting until a time and place as may be determined by a vote of the directors present at that meeting.

Section 3.11. COMPENSATION. Directors shall not receive any stated salary for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at any meeting of the Board of Directors or committee thereof. A director shall not be precluded from serving the Corporation in any other capacity and receiving compensation for services in that capacity.

Section 3.12. ACTION BY DIRECTORS WITHOUT A MEETING. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or committee consent in writing or by electronic transmission and the writings or electronic transmissions are filed with the minutes of the proceedings of the Board of Directors.

Section 3.13. COMMITTEES OF THE BOARD OF DIRECTORS. The Board of Directors, by resolution adopted by a majority, may designate one or more directors to constitute one or

more committees, to exercise the authority of the Board of Directors to the extent provided in the resolution of the Board of Directors and allowed under the law of the Commonwealth.

A committee of the Board of Directors does not have the authority to:

- a. Authorize distributions;
- b. Approve or propose to shareholders action that this chapter requires be approved by shareholders, including an amendment to the Articles of Organization;
- c. Change the number of the Board of Directors, remove directors from office or fill vacancies on the Board of Directors, or
- d. Adopt, amend, or repeal the Bylaws of the Corporation.

The designation of a committee of the Board of Directors and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

ARTICLE IV: OFFICERS

Section 4.1. POSITIONS AND APPOINTMENT. The officers of the Corporation shall be appointed by the Board of Directors and shall be a President, a Treasurer, a Secretary, and any other officers, including assistant officers and agents, as may be deemed necessary by the Board of Directors. Any two or more offices may be held by the same person.

Each officer shall serve until a successor is appointed and qualified, or until the death, resignation, or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors. Appointment of an officer or agent shall not of itself create contract rights.

Section 4.2. REMOVAL. Any officer appointed or elected by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the Board of Directors at any regular or special meeting. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4.3. PRESIDENT. The President shall be the chief executive officer of the Corporation, and subject to the direction of the Board of Directors, shall have active, general supervision and executive management over the business and affairs of the Corporation. The President shall preside at all meetings of all directors, shall see that all orders and resolutions of the Board of Directors are carried out, and shall perform any other duties as the Board of Directors may assign.

Section 4.4. VICE-PRESIDENTS. Each Vice President, in order of their rank as designated by the Board of Directors, shall perform the duties and exercise the powers of the President in the absence or disability of the President, and shall perform other duties as the Board of Directors or President shall assign.

Section 4.5. THE SECRETARY AND ASSISTANT SECRETARIES. The Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and shall record all votes and the minutes of all proceedings and shall perform like duties for the standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the shareholders and all meetings of the Board of Directors and shall perform other duties as may be prescribed by the Board of Directors or the President. The Secretary shall be the

custodian of the records and of the seal of the Corporation, and shall affix the seal to all documents and attest to it, when duly authorized by the Board of Directors.

The Assistant Secretaries shall, in order of their rank as designated by the Board of Directors, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary, and they shall perform other duties as the Board of Directors or the Secretary shall assign.

In the absence of the Secretary or an Assistant Secretary, the minutes of all meetings of the board and shareholders shall be recorded by the person designated by the President or by the Board of Directors.

Section 4.6. THE TREASURER AND ASSISTANT TREASURERS. The Treasurer shall be the principal financial officer of the Corporation, shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the Corporation, shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in the depositories designated by the Board of Directors, and in general shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors or by the President.

The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for the disbursements. The Treasurer shall keep and maintain the Corporation's books of account and shall render to the President and the Board of Directors an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation and exhibit the books, records and accounts to the President or the Board of Directors at any time.

If required by the Board of Directors, the Treasurer shall give the Corporation a bond in a sum and with a surety or sureties satisfactory to the Board of Directors for the faithful performance of the duties of the office and for the restoration to the Corporation, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in the incumbent's possession or under the incumbent's control belonging to the Corporation.

The Assistant Treasurers in the order of their seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and they shall perform other duties as the Board of Directors shall prescribe.

ARTICLE V: INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Corporation shall indemnify a director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a director or officer of the Corporation against reasonable expenses incurred by him or her in connection with the proceeding.

The Corporation may, to the fullest extent permitted by law, indemnify each person who may serve or who has served at any time as a director or officer of the Corporation or of any of its subsidiaries, or who at the request of the Corporation may serve or at any time has served as a director, officer, administrator or trustee of, or in a similar capacity with, another organization or any employee benefit plan, against all expenses and liabilities, including counsel fees, reasonably

incurred by or imposed upon such person in connection with any proceeding in which he may become involved by reason of his serving or having served in such capacity.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of a director, officer or other person entitled to indemnification hereunder.

The foregoing right of indemnification shall be in addition to and not exclusive of any other rights which such director or officer or other person may be entitled under the Articles of Organization, any agreement, or pursuant to any action taken by the directors or shareholders of the Corporation or otherwise.

ARTICLE VI: SHARE CERTIFICATES AND TRANSFER

Section 6.1. CERTIFICATES REPRESENTING SHARES. If shares are represented by certificates, at a minimum each share certificate shall state upon the face thereof:

- a. The name of the Corporation and that it is organized under the laws of the Commonwealth.
- b. The name of the person to whom issued.
- c. The number and class of shares and the designation of the series, if any, which the certificate represents.

No share shall be issued until the consideration therefor, fixed as provided by law, has been fully paid.

Section 6.2. TRANSFERS OF SHARES. Shares of the Corporation shall be transferable in the manner prescribed by law and in these Bylaws. Transfers of shares shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully constituted in writing and, in the case of certificated shares, upon the surrender of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued. No transfer of shares shall be valid as against the Corporation for any purpose until it shall have been entered in the share records of the Corporation by an entry showing from and to whom transferred.

Section 6.3. REGISTERED SHAREHOLDERS. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth, or giving proxies with respect to those shares.

Section 6.4. LOST CERTIFICATES. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost. When authorizing the issue of a new certificate or certificates, the Board of Directors in its discretion and as a condition precedent to the issuance thereof, may require the owner of the lost or destroyed certificate or certificates or his or her legal representative to give the Corporation a bond with surety in a sum as it may direct as indemnity against any claim that may be made against the Corporation or other obligees with

respect to the certificate alleged to have been lost or destroyed.

ARTICLE VII: MISCELLANEOUS

Section 7.1. SEAL. The Corporation may adopt a corporate seal in a form approved by the Board of Directors. The Corporation shall not be required to use the corporate seal and the lack of the corporate seal shall not affect an otherwise valid contract or other instrument executed by the Corporation.

Section 7.2. CHECKS, DRAFTS, ETC. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

Section 7.3. FISCAL YEAR. The fiscal year of the Corporation shall be as determined by the Board of Directors.

Section 7.4. INVALID PROVISIONS. If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

ARTICLE VIII: AMENDMENT OF BYLAWS

The shareholders may make, amend, or repeal these Bylaws shall be in the shareholders.

The directors also may make, amend, or repeal these Bylaws in whole or in part, except with respect to any provision that by virtue of the law, the Articles of Organization or these Bylaws requires action by the shareholders.

BUSINESS PLAN – DELIVERY OPERATOR

I. Executive Summary

M2B Home Delivery, Inc. (the “Company”) is a Massachusetts based Adult-use recreational home delivery company that’s main purpose is to deliver finished marijuana products from licensed cultivators, manufacturers, craft cooperatives and/or microbusinesses from its delivery hub directly to consumers. The Company will provide excellent customer service and dependable delivery of finished marijuana products to consumers. Customers will be able to discover and learn about a variety of products (e.g., flower, pre-rolls, edibles, concentrates, tinctures, topicals, beverages etc.) and select items to purchase from the Company’s online menu as they would in retail establishment, but with the added convenience of home delivery.

- **Location**

The Company will be headquartered at 139 Silvio O Conte Drive, Greenfield, Massachusetts (the “Facility”). The location of the Facility adheres to both local and state laws, regulations, by-laws and ordinances. The location is not cited near any residential homes, schools or parks. The Facility is located in an industrial zoning district.

At this location, the oversight of all delivery operations will take place, along with the storage of all finished marijuana products sourced from wholesale cultivators, manufacturers, craft cooperatives and/or microbusinesses. The location will also serve as the place where any Company owned vehicles will be stored overnight.

- **Market Analysis**

Host Community Market Size: 17,353

Host Community Median Income: \$46,250

Direct Market Competitors (within the Host Community): 0

- **Mission Statement/Objectives**

The Company’s mission is to deliver high-quality finished marijuana products intended for recreational use directly to consumers, and to ensure a convenient, safe and secure environment for purchasing and delivery of finished marijuana products.

II. **Company Summary**

Some consumers may be uncomfortable purchasing at a standard public dispensary. Other consumers will benefit from the opportunity to have convenience at their finger tips. Still others may not be physically able to get to a standard brick and mortar retail business. Either way, M2B Home Delivery provides professional delivery option for consumers to standard retail dispensary purchasing. Consumers will take advantage of the convenience of home delivery from an attentive staff while retaining their anonymity. Still others will enjoy the option of never going without product because of mobility or logistical issues.

- **Company Ownership**

M2B Home Delivery is structured as a C corporation owned by Adam Provost and Marcus Stetson.

- **Start-up Summary**

Co-owner Marcus Stetson will be financing the start up costs of M2B.

The owners have estimated funds needed to open and operate the business (licensing/permitting, inventory, premises costs, contractor fees, security, employee wages, legal fees etc.) They are actively selecting and working with all of the vendors to ensure a timely, professional start date.

III. **Management Summary**

- The start up team will consist of 4-8 delivery agents, a general manager, an office manager, a warehouse budtender, a scheduler/quality control position. Adam and the office manager will assume most of the general management duties at start up and Marcus will oversee logistics and long term strategy.
- Management Team-Marcus Stetson, Adam Provost, Office Manager (TBD)
- The delivery team will be staffed according to demand and available operational hours set forth by the CCC.

IV. **Delivery Services**

- **Districts for Deliveries**

The Company plans to bring excellent delivery service to central and western Massachusetts. It is headquartered at 139 Silvio O'Conte Drive, Greenfield, Massachusetts and plans to serve an approximate 40 mile radius including Greenfield, Montague, Gill, Leverett and the remaining

towns where it is legal to receive delivery, as well as other locations as determined possible during expansion of operations. The Company will have careful policies in place to ensure delivery is conducted only in CCC approved municipalities and that with careful vehicle routing software, no vehicles will ever travel outside of the Massachusetts border under any circumstance.

- **Delivery Operations**

The Company will be making deliveries between the hours of 8:00 AM and 9:00 PM subject to local municipal bylaws and ordinance. All deliveries will be made daily by order. A minimum order of 3.5 grams and a maximum order up to one ounce (or an order equivalent) will be required to make a delivery purchase.

During all deliveries there will be two agents in the vehicle. Agent 1, the driver, will remain in the vehicle at all times. Agent 2, will be taking the product to the door and checking the customer's identification before completing the delivery to the consumer. Agent 1 will be in contact with the dispatch upon arrival for all deliveries, after drop off of all deliveries and once every half hour.

- **Refused or Refused Products**

Any product that is returned or refused by the customer is to be brought back to the vehicle and transported back to the Facility. All products will be inspected and if the tamper seals have not been broken, they will be scanned back into the inventory. If products are unsuitable for resale, they will be returned to the Marijuana Establishment who originally supplied it via wholesale to the Company.

- **Product Assortment Summary**

Provide a diverse selection of marijuana and marijuana products including cannabis flower, infused products, extractions etc.

The Company plans on sourcing products from other cultivators and producers across the state, giving preference to other social equity businesses and small businesses.

V. Community Impact

The Company will create cannabis-related jobs, within one year of the receipt of a final license, for persons living in areas of disproportionate impact—particularly Greenfield—with room for expansion into other disproportionately impacted areas close to the Facility such as Amherst, Holyoke, Springfield, and West Springfield. These new jobs may include either salary-based or hourly employees. The Company has also committed to soliciting its vendor needs from companies located in these and other disproportionate impact areas.

The Company will implement a Diversity Plan policy that follows the Cannabis Control Commission and Federal EEOC (U.S. Equal Employment Opportunity Commission) guidelines for hiring, as described in more detail in the Diversity Plan, submitted separately herewith. Our

employees must be qualified, service-oriented, and knowledgeable of our services and products we delivery to consumers. We will hire high quality employees while also maintaining a diverse workforce that is consistent with the culture and diversity of the community in the Greenfield area. The emphasis of will be to recruit a diverse applicant pool and provide equal employment and advancement opportunities for minority populations to create and maintain a diverse workplace and to support the success of minority employees in all protected classifications, including but not limited to race, gender, veteran status, disability status, sexual orientation and gender identity and expression, as well as those individuals adversely affected by cannabis criminal convictions and residents of Greenfield.

The Company will explore multiple avenues for giving back to the community and being involved in the growth and development of Greenfield. Once The Company is profitable it will make an annual donation of \$2,500 to The Salvation Army, to help with housing, feeding people in need as well as to help veterans.

The economic benefits of these and other contributions to Greenfield, identified as economically disadvantaged by the CCC, are described in more detail in the Positive Impact Plan, submitted separately herewith.

The Company will strictly operate as a product storage and distribution facility. The onsite sale or consumption of recreational marijuana or marijuana products is strictly prohibited. Customers, 21 years of age or younger, are prohibited from physically entering the Facility. All persons entering the Facility will be team members, contractors, vendors, pre-approved visitors, local and state inspectional services, and law enforcement officers, all over the age of 21.

There will never be onsite customer traffic or parking associated with the establishment of the Facility. All vehicles will be parked on-premise overnight and when not in use. The parking area at the Facility has sufficient capacity to satisfy the vehicle fleet and is compliant with local parking requirements. At this time, it is anticipated that all vehicles for this operation will be parked at the same address. The Facility will not have any adverse impacts on vehicular or pedestrian traffic.

VI. **Financial Summary**

- The Company expects to need \$500,000 in start up costs and this will be funded by business partner Marcus G. Stetson.
- The customer base will be any legal customer within the legal delivery area
- Estimated sales are initially thought to be approximately \$50 per stop, 30 stops a day
- Year 1 sales are estimated to be \$250,000
- Year 2 is estimated to be \$500,000
- Growth is expected to be 10% a year in years 3-5

VII. Marketing Strategies

The marketing and sales strategy of the Company will be based on generating long-term personalized relationships with customers. In order to achieve that, we will ensure that we offer recreational marijuana at prices that are competitive with and, if possible, lower compared to what is obtainable in other locations within Massachusetts. We will also ensure that we have a wide range of finished marijuana products in stock for purchase.

We will be consulting with industry experts who have a solid understanding as consultants to help us develop marketing strategies that will allow us to achieve our business goal of winning a larger percentage of the available consumer market in Franklin County.

Cannabis is still illegal under federal law, which mandates that state governments and online advertising platforms place strict rules on how companies can market their products. To work around these strict guidelines, direct marketing at industry conferences and events and significant involvement with our host community and neighboring communities will be key to spreading the word. Promoting the health and wellness aspects of cannabis and maintaining strong relationships with cultivators and manufacturers will also be effective strategies for our marketing campaign.

The Company will adopt the following sales and marketing approach to win customers over:

- ☐ Hold meetings with growers and manufacturers to build relationships across the industry.
- ☐ Introduce our business by sending introductory letters to residents, business owners and organizations.
- ☐ Advertise our business in community-based adult-focused newspapers, local TV and local radio stations, as well as larger Cannabis magazines like Cannabis Now, 420 Magazine, and Marijuana Venture.
- ☐ List our business on yellow pages ads (local directories).
- ☐ Use the internet to promote our business with our own tailored website.
- ☐ Leverage word-of-mouth marketing (referrals).
- ☐ Attend recreational marijuana related exhibitions / expos.
- ☐ Provide brochures summarizing our business and the products we offer.

PLAN FOR OBTAINING LIABILITY INSURANCE

M2B Home Delivery, Inc. (the “Company”), a delivery operator with a facility located at 139 Silvio O’Conte Drive, Greenfield, Massachusetts 01301 (the “Facility”), has secured quotes from an established insurance company (name to be provided to the Cannabis Control Commission if requested) to purchase general liability and products liability coverage for the Facility in the amounts required in 935 CMR 500.105(10) – specifically, general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence, and \$2,000,000 in aggregate, annually, and with the deductible for each policy being no higher than \$5,000 per occurrence. The Company is prepared to purchase such coverages for the Facility upon approval of this application.

PERSONNEL POLICIES

M2B Home Delivery, Inc. (the “Company”) will maintain personnel policies at its facility located at 139 Silvio O. Conte Drive, Greenfield, Massachusetts 01301 (the “Facility”) suitable for an employer in the Commonwealth of Massachusetts and, additionally, will maintain and enforce personnel policies required by the Cannabis Control Commission (“CCC” or “Commission”) rules, including, but not limited to, ensuring that: (1) hiring is consistent with the Company’s Diversity Plan and Positive Impact Plan, each submitted separately herewith; (2) employees pass background checks and are licensed as a condition for being hired on a pay or voluntary basis; (3) references are checked prior to hiring all employees; (4) training is conducted for each employee each year to at least the minimum extent required by Commission rules; and (5) records of personnel are maintained and retained in accordance with the Commission record retention requirements.

The Company will create and open new positions depending on the demand and the efficiency of the delivery operation. Projected staff will include at least the following positions:

- **Manager:** Managers are responsible for overseeing all other employees and ensuring quality and compliant experience with the Company. Managers are responsible for the quality of equipment, compliance held within the business, accounting procedures, and State reporting as well as oversight of Delivery Agents and Warehouse Budtenders.
- **Delivery Agent:** Company Delivery Agents are responsible for delivering finished marijuana and marijuana products as well as branded goods to consumers 21 years of age and older. They will be responsible for possessing a valid MA driver’s license as well as undergoing continuous driver training and certifications through the Company. They will have to follow all policies and procedures relating to the delivery of finished marijuana and marijuana products to consumers.
- **Scheduler/Quality Control:** The Company schedulers are in charge of product quality, order accuracy, working with management and the transportation drivers to schedule routes, oversee transportation fleet maintenance, and act as customer service for incoming orders.
- **Warehouse Budtender:** The Company warehouse budtenders are responsible for tracking sales, navigating safely through the transaction, understanding risks in and around the warehouse, gathering and packing incoming orders, preparing orders for pickup by Delivery Agents, and managing compliance.

Please note that this projected personnel plan can change once operations begin. More or fewer positions may become available depending on the demand for the Company delivery services and the efficiency of the operations. Details of the duties of the principals, managers, drivers and

employees in the above positions are listed in the qualifications and training procedures policy, separately submitted herewith. A list of all board of directors, members and Executives of a Marijuana Establishment, and Members, if any, of the Licensee shall be made available on request by any individual. This requirement may be fulfilled by placing this required information on the Company's website.

The Company shall maintain a staffing plan that will demonstrate accessible business hours and safe cultivation conditions in compliance with 935 CMR 500.105(9).

In accordance with 935 CMR 500.105(9), the Company shall maintain a personnel record for each Agent. For a period of at least twelve (12) months after termination, the Company shall maintain an Agent's personnel record, and shall include, at a minimum the following information:

- a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- b. Documentation of verification of references;
- c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- e. Documentation of periodic performance evaluations;
- f. A record of any disciplinary action taken; and
- g. Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).

The Company shall ensure that all employee records and confidential information involving employees and customers are kept confidential, except as otherwise required by law or court order. All physical copies of confidential information and employee records shall be kept in a locked file cabinet and only the General Manager and owners will have access to such. All electronic copies of confidential information and employee records shall be kept in a password-protected file and only General Manager and owners will be provided with the password to access such password-protected file.

The Company shall implement personnel policies and procedures, including, at a minimum, the following:

- a. Code of ethics;
- b. Whistle-blower policy; and
- c. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations.

The Company's employees shall not be permitted to use, possess or be under the influence of drugs, tobacco or alcohol during business hours. In addition, the Company's employees shall not be permitted to use or possess drugs, whether or not such employee is working, that are criminalized by federal law, other than marijuana legally obtained from a licensed adult-use retailer or medical marijuana dispensary. The Company reserves the right to randomly drug test employees.

In terms of employee conduct, the Company will immediately dismiss any employee who has:

1. Diverted Marijuana, which shall be reported to Law Enforcement Authorities and to the Commission;
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of any other jurisdiction.

The Company will retain personnel records in accordance with 935 CMR 500.105 (9), as detailed in the Recordkeeping plan separately submitted herewith.

The Company will develop and retain employee security policies, including personal safety and crime prevention techniques, to promote workplace safety consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq. ("Act"), including the general duty clause under 29 U.S.C. § 654, whereby the Company:

1. Shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;
2. Shall comply with occupational safety and health standards promulgated under the Act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

RECORD KEEPING PROCEDURES

M2B Home Delivery, Inc. (the “Company”), a delivery operator with a facility located at 139 Silvio O. Conte Drive, Greenfield, Massachusetts 01301 (the “Facility”), in accordance with 935 CMR 500.105(9), will make records falling under 935 CMR 500.000 available to the Cannabis Control Commission (“CCC” or the “Commission”) upon request.

In particular, under 935 CMR 500.105(1) and 935 CMR 500.105(8), all written operating procedures and inventory records shall be maintained by the Company and made available to the Commission upon request. 935 CMR 500.105(9).

The Company shall remain compliant under 935 CMR 500.146(4)(a)-(g) and shall utilize a point-of-sale system approved by the CCC and in consultation with the Department of Revenue (“DOR”). The Company shall further utilize a sales recording module approved by the DOR. The Company shall never use software of any other method designed to manipulate or alter sales data. The Company will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be used to manipulate or alter sales data and no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records as proof that the monthly analysis has been performed and will provide such records to the CCC upon request. If software or any other device used to manipulate or alter sales data has been discovered, the Company shall immediately:

- 1) Disclose the information to the CCC and DOR;
- 2) Cooperate with the CCC in any investigation regarding manipulate or alteration of sales data; and
- 3) Take such other action directed by the CCC to comply with 935 CMR 500.105.

The Company shall comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

The Company shall adopt separate accounting practices at the point of sale for Marijuana and Marijuana Product sales, and non-Marijuana sales.

The Company acknowledges that the DOR and CCC may audit and examine the point-of-sale system used by the Company to ensure compliance with the Massachusetts Tax Laws and 935 CMR 500.140(5).

In accordance with 935 CMR 500.105(8)(e), the Company shall maintain a real-time inventory and track all Marijuana and Marijuana Products using a seed-to-sale tracking software required by the state and compliant with Metrc.

The following personnel records shall be maintained at all times:

1. Job description for each employee and volunteer position, as well as organizational charts consistent with the job descriptions.
2. A personnel record for each Marijuana Establishment Agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Company and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and
 - g. Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).
3. A staffing plan that will demonstrate accessible business hours.
4. Personnel policies and procedures, including, at a minimum, the following:
 - a. Code of ethics;
 - b. Whistle-blower policy; and
 - c. A policy which notifies person with disabilities of their rights and includes provisions prohibiting discrimination and providing reasonable accommodations.
5. Background check reports obtained in accordance with 935 CMR 500.029 and 935 CMR 500.030.

Manual or computerized business records shall be maintained by the Company including: assets and liabilities, monetary transactions, book of accounts, sales records, and records of salary and

wages, or any item of value paid to any persons having direct or indirect control over the marijuana establishment. The financial records of the Company will be maintained in accordance with generally accepted accounting principles.

The Company shall keep waste disposal records in accordance with 935 CMR 500.105(12). When Marijuana Products or waste is disposed or handled, the Company shall 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 two Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three years. This period shall automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.

All records will be kept for a minimum of two-years following dissolution of the Company, at the expense of the Company, at a place in such a manner as approved by the Commission.

Under 935 CMR 500.145(7)(a) – (d), a manifest detailing each home delivery shall be maintained in duplicate by the Company. The manifest will be maintained within the vehicle during the entire transportation process, until all the deliveries are completed. Such records shall be maintained by the Company for no less than one year and will be made available to the Commission upon request.

Under 935 CMR 500.110(4) records will be stored in a restricted access area and only employees with the required credentials will have access to such areas on a limited basis.

MAINTENANCE OF FINANCIAL RECORDS

M2B Home Delivery, Inc. (the “Company”), a delivery operator with a facility located at 139 Silvio O. Conte Drive, Greenfield, Massachusetts 01301 (the “Facility”), in accordance with 935 CMR 500.105(9), will make all records relating to accounting principles available to the Cannabis Control Commission (“CCC” or the “Commission”) upon request.

Manual or computerized business records shall be maintained by the Company including: assets and liabilities, monetary transactions, book of accounts, sales records, and records of salary and wages, or any item of value paid to any persons having direct or indirect control over the marijuana establishment. The financial records of the Company will be maintained in accordance with generally accepted accounting principles.

The Company shall remain compliant under 935 CMR 500.146(4)(a)-(g) and shall utilize a point-of-sale system approved by the CCC and in consultation with the Department of Revenue (“DOR”). The Company shall further utilize a sales recording module approved by the DOR. The Company shall never use software of any other method designed to manipulate or alter sales data. The Company will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be used to manipulate or alter sales data and no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records as proof that the monthly analysis has been performed and will provide such records to the CCC upon request. If software or any other device used to manipulate or alter sales data has been discovered, the Company shall immediately:

- 1) Disclose the information to the CCC and DOR;
- 2) Cooperate with the CCC in any investigation regarding manipulate or alteration of sales data; and
- 3) Take such other action directed by the CCC to comply with 935 CMR 500.105.

The Company shall comply with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements.

The Company shall adopt separate accounting practices at the point of sale for Marijuana and Marijuana Product sales, and non-Marijuana sales.

The Company acknowledges that the DOR and CCC may audit and examine the point-of-sale system used by the Company to ensure compliance with the Massachusetts Tax Laws and 935 CMR 500.140(5).

DIVERSITY PLAN

M2B Home Delivery, Inc. (the “Company”), a delivery operator applicant with a facility located at 139 Silvio O. Conte Drive, Greenfield, Massachusetts 01301 (the “Facility”), is committed to creating and sustaining a robust policy of inclusivity and diversity. The Company recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. The Company submits this Diversity Plan (the “Plan”) consistent with the guidance of the CCC and state and federal law. The Plan was established in conjunction with comprehensive equal employment opportunity, anti-harassment and reasonable accommodation policies, and consistent with appropriate record-keeping policies and procedures.

I. Statement of Purpose

The Company is committed to promoting diversity and inclusivity. The Company seeks to hire, train and retain a high quality, diverse workforce, consistent with the culture and diversity of the community in the Greenfield area, to ensure greater representation and visibility both in Greenfield and in the Massachusetts cannabis industry. The Company hopes to promote equity in the industry through its programs and strategies and provide opportunities for meaningful participation for historically marginalized persons including people of color (particularly Black, African American, Hispanic, Latinx, and Indigenous people, collectively “minorities”), women, veterans, LGBTQ+ individuals and people with disabilities.

II. Plan Goals

The Company has developed specific goals, including:

1. Hiring high quality, diverse workforce, consistent with the culture and diversity of the community in the Boston area, to ensure greater representation and visibility both in Boston and in the Massachusetts cannabis industry, specifically for historically marginalized persons including minorities, women, veterans, LGBTQ+ individuals and those with disabilities.
2. Providing the tools to ensure the success and retention of individuals falling into the above-listed demographics.
3. Providing opportunities for advancement and promotion for the individuals falling into the above-listed demographics.

III. Programs

The emphasis of the Plan is to recruit a diverse applicant pool for all job openings for this delivery operator, hire diverse employees, and provide equal employment and advancement opportunities for minority populations, to create and maintain a diverse workplace, and to support the success of minority employees in all of the above-referenced demographics. To achieve its goals, the Plan is focused on the following areas:

A. Recruitment and Hiring.

To obtain a diverse applicant pool, recruiting efforts will include outreach via the internet and to local community organizations and schools, as well as the Department of Unemployment Assistance. The Company will seek to reach a diverse group of prospective employees through concerted efforts to connect in various ways to the Greenfield community. Information about open positions will be disseminated via the internet, listings at college placement offices, participation in job fairs sponsored by local colleges, and contact with varied community organizations, as well as the Department of Unemployment Assistance, to encourage diversity among job applicants. The company is located in Greenfield, Massachusetts which is close to a plethora of colleges and universities. The Company will be reaching out to as many of the local institutions as possible. For those who are willing to work with a cannabis business, the Company will retain a letter stating the institutions intention to do so.

All listings and outreach efforts will make clear that candidates must be age 21 or older. The Company will solicit and receive written authorization from each organization prior to communicating job openings. Further, when the Company begins hiring additional employees, it will seek to post job opportunities, on approximately a bi-annual basis, with non-profit organizations that work closely with members of the protected classifications mentioned above. All such written permissions will be provided to the Commission upon receipt in the future.

Particular care will be paid to each aspect of the hiring process, including job applications, interviewing, background checks and orientation, to support the goals of the Plan, in compliance with applicable state and federal equal employment opportunity laws. Staff tasked with or involved in any manner with hiring process will be properly trained and the process will be carefully monitored so as to optimize opportunity for job candidates who are in protected classifications, in compliance with the guidance of the CCC and applicable law. The Company's hiring will be based on merit with special care taken to ensure procedures are free from bias.

Once the Company commences hiring activities, it plans to hire at least 50% of its employees from the above-listed demographics. It is the Company's goal that this 50% portion will be made up of at least 40% women, 30% minorities, 10% LGBTQ, 10% veteran status and 10% disability, with some employees qualifying in multiple categories. Aside from women, which is separately specified here and in the Company's other policies and governing documents, it is exceedingly difficult to establish and ensure percentages of employment for each diverse demographic category, particularly given the prohibition on inquiring into an applicant's LGBTQ+ status. Notwithstanding the foregoing, the Company will seek to retain at least one employee from each diverse demographic, including women, minorities, veterans, the disabled and LGBTQ+. All employees shall be 21 years of age or older.

The owners have an extensive history of community involvement, both in donated time and resources. It is the Company's plan to have a Company policy that fosters its employees to do the same and gives them the opportunity to do so.

The Company also intends to utilize a portion of total vendor budget to engage diverse companies, including designated Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Veteran Business Enterprises (VBE). The Company's goal is to contract with at least 50% diverse business for the services required for the operation and maintenance of the Facility, with the 50% portion made up of the following specific goals:

- 40% of all contracts with businesses that are majority-owned or managed by women;
- 30% of all contracts with businesses that are majority-owned or managed by minorities;
- 10% of all contracts with businesses that are majority-owned or managed by veterans;
- 10% of all contracts with businesses that are majority-owned or managed by persons with disabilities; and
- 10% of all contracts with businesses that are majority-owned or managed by individuals who identify as LGBTQ.

The Company will target these diverse businesses through monthly advertisements, career fairs, and utilizing the Massachusetts Supplier Diversity Office and other available resources to find and prioritize the engagement of qualified wholesale suppliers, vendors and other contractors that are majority owned and controlled by diverse individuals.

B. Training and Retention.

The Company will emphasize ongoing training to support the success and retention of a diverse workforce. Beginning with orientation of new hires and following through all phases of employment at every level, job training and continuing education will be provided to all employees to enable them to achieve the highest possible level of success. The Company seeks to ensure all employees have the necessary training and opportunities to succeed not only in the Company's organization, but in the cannabis industry more generally. Supervisors will be instructed and monitored to ensure that all employees receive the oversight, guidance and constructive feedback necessary to support their individual job performance. Dignity, respectful communication and collaboration will be the key values emphasized in all areas of training, continuing education and supervision.

In addition, to support employee retention, company-wide compensation reviews and pay equity self-evaluations will be regularly conducted and appropriate adjustments will be provided, to ensure that wages and benefits are equitable and that they are competitive and attractive to new hires and current employees.

C. Advancement Opportunities.

The Company will require promotion from within the organization whenever possible. In the event an internal candidate is not appropriate for any open position, the recruitment and hiring policies and procedures contained in the plan will be utilized and enforced.

IV. Measurement and Accountability

At the end of the first year from receipt of a provisional license, and each year thereafter as part of the license renewal process, the Company will undertake written assessments of its success in attracting and retaining a diverse workforce, consistent with the goals of the Plan and will submit such at each renewal period. The written assessment will include, but not be limited to, (1) self-reported and/or objective data on the characteristics of the overall applicant pool, (2) self-reported and/or objective data on the characteristics of the overall work force retained by the Company, at each level of the organization, (3) a written good faith evaluation of the Company's success at attracting and maintaining diverse applicant pools and a diverse workforce, and (4) recommendations for improving the effectiveness of the Company's diversity efforts. Such assessments will include evaluation of both qualitative and quantitative information, where available. Such information will be obtained from personnel records that reflect the hiring, retention, and promotion of diverse individuals, records of partnerships the Company has engaged with, records of donations, and documentation of advertisements and notices of job postings.

All means used for this purpose will comply with applicable state and federal law. As needed, based on the results of each assessment, recruitment and hiring, training and retention and advancement programs will be modified to more effectively achieve the goals of the Plan.

V. Acknowledgements

The Company acknowledges that it will adhere to the following minimum requirements:

- a) The Company has contacted and received written permission to post employment openings, or will do so in the future, prior to communicating employment openings to all organizations and other entities.
- b) The Company 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
- c) Any actions taken, or programs instituted, by the Company will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- d) The plan does not include any goals or programs that may be considered legal requirements under the Commission's regulations, state or federal law, or any contractual agreement such as a Host Community Agreement.

PROCEDURES FOR QUALITY CONTROL AND TESTING

M2B Home Delivery, Inc. (the “Company”), a delivery operator with a facility located at 139 Silvio O’Conte Drive, Greenfield, Massachusetts 01301 (the “Facility”), shall not sell or otherwise market any marijuana or marijuana product for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160. The Company will notify the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated, and disposal of the batch is necessary.

All of the finished marijuana products obtained by the Company are pre-packaged and tested by our wholesale suppliers. The quality control and testing of these products is the responsibility of these suppliers. The Company will take additional steps to ensure that the products entering the Facility are of the correct quality and stored in a manner that best ensures their continued quality throughout their shelf-life.

The Company will thoroughly check all products upon arrival at the Facility to ensure they are free of contamination, properly handled and properly packaged. Each item will be reviewed to identify any that are outdated, damaged, mislabeled, contaminated or otherwise compromised. If any product is identified as being contaminated, the Company will immediately notify the Commission. The Company will also work with the original supplier and the testing laboratory to determine if the product is suitable for remediation or whether the entire batch must be destroyed. Once products enter the Company’s inventory, the Company will ensure that it is efficiently rotated so that older product is used before newer product and all stock is appropriately stored to prevent spoiling and damage. All storage and transportation of finished products shall be done under conditions that protect them against physical, chemical, and microbial contamination. The Company will only deliver finished marijuana products that are of the correct quality and do not run the risk of deteriorating or perishing.

Pursuant to 935 CMR 500.146(10), if the Company receives vendor samples from a licensed cultivator or product manufacturer for the purpose of assessing product quality and determining whether to make the product available to sell, the vendor samples may not be consumed at the Facility or sold to another licensee or consumer. The Company will abide by the vendor sample limits and recordkeeping requirements as set forth in 935 CMR 500.146(10)(d)-(f).

The Facility shall have sufficient space for the placement of equipment and storage materials as necessary for the maintenance of a sanitary operation. Litter and trash shall be properly removed from the Facility so as to minimize the development of odor and the potential for the waste attracting and harboring pests. Floors, walls and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. All agents whose job includes contact with finished marijuana products are subject to the requirements for food handlers and shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness and washing hands

appropriately. The Company will provide its employees with adequate, readily accessible toilet and hand-washing facilities.

Although the Company is applying for a Delivery Operator license and will not be developing, processing, or repackaging marijuana at this time, to the extent 935 CMR 500.105(3) regarding adequate water supply and plumbing are applicable or may become applicable, the Company will ensure that water supply shall be sufficient for necessary operations and plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.